

CLASS ACTION SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (the "Agreement") is entered into this 18th day of June, 2018 by and among the Plaintiff HOCKFIELD & KASHER, PA ("Plaintiff"), individually and on behalf of the members of the Settlement Class (as defined herein) ("Settlement Class") and Defendant STAR MED, LLC ("Defendant"). Plaintiff, the Settlement Class, and Defendants are collectively referred to herein as the "Parties."

RECITALS

WHEREAS, Plaintiff filed a putative class action against Defendant in the Superior Court for the State of New Jersey, Camden County, Docket No.: CAM-L-1226-15, captioned *Hockfield & Kasher, PA v. Star Med, LLC*. ("Lawsuit"); and

WHEREAS, Plaintiff alleged in the Lawsuit that the fees charged by Defendant to patients and their designated representatives for the reproduction of electronic copies of medical records exceeded the fees prescribed by N.J.S.A. 8:43G-15.3(d); and

WHEREAS, Defendant maintains that, at all times, its reproduction of medical records and fees charged therewith complied with all governing laws and administrative regulations and all reasonable, controlling, valid interpretations thereof; denies that it overcharged for the reproduction of any medical records or that its charges exceeded the fees permitted by law; denies that it violated any laws, or that it breached any duties which may have been owed to Plaintiff or others similarly situated; and denies that it has any liability arising out of the claims asserted in the Lawsuit or that any of the claims in the Lawsuit have any validity; and

WHEREAS, nevertheless, without admitting any liability for any reason whatsoever, solely in order to resolve the expense and disruption of continued litigation and the potential for additional litigation, Defendant desires and agrees to compromise and settle all pending and potential claims of Plaintiff and all members of the Settlement Class relating to the claims and allegations set forth in the Lawsuit, or which could have been asserted in the Lawsuit, on the terms set forth in this Agreement; and

WHEREAS, Plaintiff similarly recognizes the costs and risks of prosecuting this Lawsuit, and believes that it is in the best interest of itself and all members of the Settlement Class to resolve this Lawsuit, and any and all claims against Defendant, by way of this Agreement;

WHEREAS, Plaintiff and Class Counsel believe that this Agreement offers significant benefits to the Settlement Class and is fair, reasonable, adequate and in the best interest of the Settlement Class; and

WHEREAS, significant arms-length settlement negotiations have taken place between the Parties and, as a result, this Agreement has been reached, subject to Court approval as set forth herein; and

WHEREAS, the Parties agree that this Agreement nor any consideration thereof, nor any actions of the Parties with respect to same, are intended to be nor may be deemed or construed as an admission or concession of liability or of the validity of any claims or any characterization of any fact or law by any Party;

NOW, THEREFORE, in consideration of the covenants, agreements and conditions herein contained and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and intending to be legally bound hereby and for the

Lawsuit to be settled and compromised and dismissed with prejudice, subject to the approval of the Court, the Parties agree as follows:

I. DEFINITIONS

The following terms shall have the meanings set forth below.

A. "Action" or "Lawsuit" shall mean the action captioned *Hockfield & Kasher, PA v. Star Med, LLC*, Docket No.: CAM-L-1226-15.

B. "Agreement" shall mean this Settlement Agreement and all exhibits attached hereto.

C. "Claim" or "Claim Form" shall mean an executed and completed paper or electronic form, substantially similar to the form attached as **Exhibit A**, submitted to the Settlement Administrator by a member of the Settlement Class for the purpose of participating as a Settlement Class Claimant in this Action.

D. "Class Counsel" means the law firm of DeNITTIS OSEFCHEN PRINCE, P.C.

E. "Class Counsel Fees and Expenses" shall mean a fee not to exceed Thirty-Four Thousand Dollars (\$34,000), that Defendant has agreed to pay Class Counsel, subject to Court approval, as part of the resolution of this Lawsuit to cover the reasonable attorneys' fees and expenses incurred in representing Plaintiff and the Settlement Class.

F. "Class Notice" shall mean the Court-approved form of notice to be sent to the Settlement Class informing them of the: (i) preliminary approval of the Settlement; (ii) scheduling of the Final Approval Hearing; and (iii) opportunity to object to or opt out of the Settlement. The form of this Class Notice shall be in the form of which the Parties have

agreed upon and is designated as **Exhibit B**, or in a substantially similar form approved the Court.

G. "Court" shall mean the Superior Court of New Jersey, Law Division, Camden County.

H. "Defendant" shall mean STAR MED, LLC.

I. "Effective Date" is the date on which this settlement becomes Final within the meaning of that term as set forth below.

J. "Final" as the term relates to the Judgment, the Settlement, or any award of any claims or any award of attorneys' fees and expenses shall mean that the time for appeal or writ review has expired or if an appeal or petition for review is taken and dismissed or the Settlement is affirmed, the time period during which further petition for hearing, appeal, or writ of certiorari can be taken has expired. If the Final Approval Order is set aside, materially modified, or overturned by the Court or on appeal, and is not fully reinstated on further appeal, the Final Approval Order shall not become final. Any proceeding or order or any appeal or petition for review or writ of certiorari pertaining solely to the Class Counsel Fees and Expenses or Incentive Award will not delay or preclude the Final Approval Order from becoming final.

K. "Final Approval Hearing" shall mean the hearing at which the Court will consider and finally decide whether to enter the Final Approval Order.

L. "Final Approval Order" shall mean the Court order that approves this Agreement, approves payment of the Class Counsel Fees and Expenses and Incentive Award, and makes such other final rulings as are contemplated by this Agreement.

M. "Incentive Award" shall mean the One Thousand Dollar (\$1,000) payment

that Defendant has agreed to pay the Named Plaintiff, subject to approval of the Court.

N. "Named Plaintiff" or "Plaintiff" shall mean HOCKFIELD & KASHER, PA.

O. "Objection Date" shall mean the date agreed upon by the Parties, or otherwise ordered by the Court, for members of the Settlement Class to object to the Agreement's terms or provisions and submit any required statements, proof of membership in the Settlement Class, and other materials and/or argument.

P. "Opt-Out Date" shall mean the date agreed upon by the Parties, or otherwise ordered by the Court, for members of the Settlement Class who do not wish to be included and participate in the Settlement to complete the acts necessary to properly effect such an election.

Q. "Opt-Out List" shall mean a written list prepared by Class Counsel of all members of the Settlement Class who submit a timely Request for Exclusion.

R. "Preliminary Approval Order" shall mean the order of the Court preliminarily approving this Agreement, the form of which the Parties have agreed upon and is designated as **Exhibit C**, or a substantially identical order signed by the Court.

S. "Request for Exclusion" shall mean any request by any member of the Settlement Class to opt-out or be excluded from the Settlement that is in compliance with the provisions of Section V of this Agreement.

T. "Settlement" shall mean the agreement by the parties to resolve this Action, the terms of which have been memorialized and provided for in this Agreement.

U. "Settlement Administrator" means a third-party retained by Defendant to manage and administer the process by which the members of the Settlement Class are sent a Class Notice and Claim Form as well as the claims process.

V. "Settlement Class" shall mean:

i. Any patient who is a New Jersey citizen that:

1. Received from Defendant a copy of the patient's medical records from a hospital via electronic means;
2. Received a bill from Defendant for the medical records; and
3. Paid the bill from Defendant for the medical records and were not reimbursed for said payment; OR

ii. Any patient who is a New Jersey citizen:

1. Whose attorney requested and received from Defendant a copy of the patient's medical records from a hospital via electronic means;
2. Whose attorney received and paid a bill from Defendant for the medical records; and
3. Who reimbursed by any means the attorney (i.e. retainer, direct payment, deduction from settlement proceeds, or cost judgment) for the payment of Defendant's bill for the medical records; OR

iii. Any law firm with a New Jersey office that:

1. Received from Defendant a copy of a patient's medical records from a hospital via electronic means;
2. Requested the medical records in the course of representing the patient and was authorized by the patient to request and receive the medical records;

3. Received a bill from Defendant for the medical records; and
4. Paid the bill from Star Med, LLC for the medical records and was not reimbursed for said payment.

The Settlement Class excludes Defendant and Class Counsel and any employees or owners of either Defendant or Class Counsel. The Settlement Class further excludes Joseph A. D'Aversa and Joseph A. D'Aversa Law, as a result of a prior settlement arising from similar claims. The Parties understand and acknowledge that the agreed upon parameters for this Settlement Class is for the purposes of this Settlement and without prejudice to the Parties' positions if the Court does not approve of this Agreement.

W. "Settlement Class Claimant" means any person in the Settlement Class who submits a valid and timely, completed and executed, Claim Form to the Settlement Administrator, and who does not opt-out of the Settlement.

II. SETTLEMENT TERMS

A. Claims: Subject to the terms of this Agreement, Defendant has agreed to make settlement payments on a claims made basis, in the amounts and at the times set forth below, to any Settlement Class Claimant who submits a valid and timely Claim Form to the Settlement Administrator.

- i. Each Settlement Class Claimant shall receive \$0.50 per page for the first 100 pages of documents produced by Defendant via electronic means, with a cap of \$50.00 per qualifying request for medical records.
- ii. Each Settlement Class Claimant can recover on up to five (5) qualifying requests for medical records made to Defendant that

resulted in the production of medical records via electronic means.

The total claim cap per Settlement Class Claimant shall be \$250.00.

iii. All claims are subject to a settlement cap of \$50,000.00. If the total amount of valid claims by Settlement Class Claimants exceeds \$50,000.00, valid claims shall be paid on a pro rata basis, consistent with the framework set forth in subsection (i) and (ii) above.

iv. The Settlement Administrator shall pay all Claims determined to be valid not later than forty-five (45) days from the Effective Date.

B. Class Counsel Fees and Expenses. Class Counsel shall make (and Defendant shall not oppose) an application to the Court for attorneys' fees, costs and expenses not to exceed Thirty-Four Thousand Dollars (\$34,000). Unless modified by the Court, the Class Counsel Fees and Expenses shall be paid to Class Counsel within five (5) days of the Effective Date. The Parties agree and acknowledge that Class Counsel is not entitled to an award of any other attorneys' fees and costs, including any that may be incurred as part of any appeal, related to this Action.

C. Incentive Award. Given the efforts of the Named Plaintiff on behalf of the members of the Settlement Class, the Parties have also agreed that the Named Plaintiff shall receive a one thousand dollar (\$1,000.00) Incentive Award. Such award shall be paid and delivered to Class Counsel within five (5) days of the Effective Date.

III. CLAIMS PROCESS

A. Defendant will retain a Settlement Administrator, at their expense, to administrator sending a Claim Form to each member of the Settlement Class and to administrator and be responsible for the claims process.

B. The Claim Form will be sent along with the Class Notice.

C. The Claim Form must be completed and returned to the Settlement Administrator by each Settlement Class Claimant.

D. The Claim Form must be signed by the Settlement Class Claimant, verifying that the responses are true and correct and attach any necessary supporting documentation.

E. The Claim Form shall be in a form substantially similar to the form attached as **Exhibit A**.

F. All Claim Forms must be delivered no later than the date specified in the Court's Preliminary Approval Order.

IV. CLASS NOTIFICATION

A. Class Notice of this Settlement (in the same form as that attached hereto as **Exhibit B**, or a substantially similar form approved by the Court) shall be provided to the Settlement Class, as set forth below, within thirty (30) days of the Court's Preliminary Approval Order.

i. Defendant will retain a Settlement Administrator, at their expense, to send out the Class Notice via postcard via first class to who it believes may be members of the Settlement Class.

ii. Defendant also shall cause to be published the Class Notice on one date in the *New Jersey Law Journal*, *Courier Post*, and *Burlington County Times*.

B. All costs associated with the Settlement Administrator and printing, mailing and publishing the Class Notice shall be paid by Defendant.

C. Proof of Notice. No later than ten (10) days prior to the Final Approval Hearing, Defendant shall (or the Settlement Administrator retained by Defendant) provide an

affidavit to the Court, with a copy to Class Counsel, attesting that notice was disseminated in a manner consistent with the terms of this Settlement Agreement.

V. REQUEST FOR EXCLUSION

A. Any member of the Settlement Class may make a Request for Exclusion by mailing or delivering such a request in writing to Class Counsel and counsel for Defendant at the addresses set forth in the Class Notice.

B. Any Request for Exclusion must be postmarked or delivered no later than the date specified in the Court's Preliminary Approval Order.

C. Any Request for Exclusion shall state the name, address and telephone number of the person requesting exclusion; information demonstrating the payment for the medical records produced via electronic and any reimbursement thereof; and contain a statement communicating that such person elects to be excluded from the Settlement Class and elects to be excluded from any Judgment entered pursuant to this Settlement.

D. Any member of the Settlement Class who submits a valid and timely Request for Exclusion shall have no rights or benefits under this Agreement.

E. Any member of the Settlement Class who submits a valid and timely Request for Exclusion may not file an objection to the Settlement.

F. Class Counsel shall report the names of any member of the Settlement Class who have submitted a Request for Exclusion to the Court, no less than ten (10) days prior to the Final Approval Hearing.

G. This Agreement is voidable by Defendant if more than ten percent (10%) of the Settlement Class request exclusion from the Settlement.

VI. OBJECTIONS TO THE SETTLEMENT

A. Any member of the Settlement Class who wishes to object to the fairness, reasonableness, or adequacy of this Settlement, the request by Class Counsel for an award of fees and expenses, or the application for the Incentive Award, must file a written notice of objection with the Court, and serve Class Counsel and counsel for Defendant with a copy of same, no later than the Objection Date.

B. Any member of the Settlement Class who timely files and serves a written objection, in accordance with this Section, may appear at the Final Approval Hearing and request to be heard with respect to the objection.

C. Any member of the Settlement Class who files a written objection or appears at the Final Approval Hearing may do so either on his or her own or through an attorney hired at the objecting member of the Settlement Class' own expense. If the member of the Settlement Class hires an attorney, the attorney must file a notice of appearance with the Court no later than ten (10) days before the Final Approval Hearing, or as the Court may otherwise direct, and serve a copy of such notice of appearance on Class Counsel and counsel for Defendant.

D. Any objection must contain the following information: (1) the case name and docket number of this Action; (2) the name, address and telephone number of the objecting member of the Settlement Class; (3) proof of his or her membership in the Settlement Class; (4) a statement of the legal and factual basis for each objection; (5) a statement of whether the objecting member of the Settlement Class intends to appear at the Final Approval hearing; and (6) a description of any and all evidence the objecting member of the Settlement Class intends to offer in support of its objection.

E. The agreed-upon procedures and requirements for the filing of a written objection are intended to ensure the efficient administration of justice and the orderly presentation of any objection by a member of the Settlement, in accordance with the member's due process rights.

F. The Preliminary Approval Order and Class Notice will require all members of the Settlement Class who have any objections to file such notice of objection or request to be heard with the Court, and serve by mail or hand delivery such notice of objection upon Class Counsel and counsel for Defendant at the addresses set forth in the Class Notice, by no later than the Objection Date.

G. The Preliminary Approval Order and Class Notice will further provide that objectors who fail to properly or timely file their objections, along with the required information and documentation set forth in this Section, or to serve them as provided above, shall not be heard during the Final Approval Hearing, nor shall their objection be considered by the Court.

VII. RELEASE, DISMISSAL OF ACTION, AND JURISDICTION OF COURT

A. By this Agreement and the following Release, Defendant and their affiliates, predecessors, successors, assigns, directors, officers, members, shareholders, owners, agents, attorneys, insurers, representatives and employees are released and discharged from any and all claims, counterclaims, actions, causes of action, suits, set-offs, costs, losses, expenses, sums of money, accounts, reckonings, debts, charges, complaints, controversies, disputes, damages, judgments, executions, promises, omissions, duties, agreements, rights, and any and all demands, obligations and liabilities, of whatever kind or character, direct or indirect, whether known or unknown or capable of being known, arising at law or in equity, by right

of action or otherwise, that were, or could have been, asserted by Plaintiff or any member of the Settlement Class in this Action; and any or all claims that Plaintiff or any member of the Settlement Class was aware of and that could have reasonably been asserted from the facts alleged in the Lawsuit, including any and all claims for attorneys' fees and costs of any kind or nature, by statute or otherwise.

B. This Agreement and the above Release do not affect the rights of any member of the Settlement Class who timely and properly request exclusion from the Settlement.

C. The administration and consummation of the Settlement as set forth in this Agreement shall be under the authority of the Court. The Court shall retain jurisdiction to protect, preserve and implement the Agreement, including, but not limit to, the Release. The Court expressly retains jurisdiction in order to enter such further orders as may be necessary or appropriate to administer and implement the terms and provisions of the Agreement, including, but not limited to, orders enjoining members of the Settlement Class from prosecuting claims that are released herein.

D. Upon entry of the Final Approval Order: (i) the Agreement shall be the exclusive remedy for any and all members of the Settlement Class, except those who have opted out in accordance with the terms and provisions herein; (ii) Defendant shall be released as set forth above and not subject to any liability or expense of any kind to any member of the Settlement Class, except as set forth herein; (iii) members of the Settlement Class shall be permanently barred from initiating, asserting or prosecuting any and all released claims against Defendant in any federal or state court in the United States or any other tribunal; and (iv) the Lawsuit shall be dismissed with prejudice.

VIII. MISCELLANEOUS

A. Amendment. This Agreement may not be modified or amended, nor may any of its provisions be waived, except by a writing signed on behalf of all Parties or their successors-in-interest.

B. Press. Neither Plaintiff or Class Counsel nor Defendant or counsel for Defendant shall conduct a press conference or issue a press release in connection with this Settlement. Nothing in this Agreement or Settlement restricts Class Counsel from responding to inquiries from the Settlement Class or their representatives regarding the Settlement, or from providing accurate copies of publicly available Court filings in response to inquiries.

C. Entire Agreement. This Agreement and the Exhibits hereto constitute a single integrated written contract expressing the entire agreement between and among the Parties relating to the subject matter of this Agreement. No promises, inducements or considerations have been offered or accepted except as set forth herein. This Agreement supersedes any prior oral or written agreements, understandings, discussions, negotiations, offers, or statements concerning the subject matter hereof.

D. Exhibits. All of the Exhibits of this Agreement are material and integral parts hereof, and are hereby fully incorporated herein by reference.

E. Headings. The headings herein are used for the purpose of convenience only and are not meant to have legal effect.

F. Governing Law; Construction. The Parties agree that this Agreement shall, in all respects, be interpreted, enforced, and governed under the laws of the State of New Jersey, without regard to its conflict of laws principles. The language of all parts of this Agreement shall, in all cases, be construed as a whole according to its fair meaning and not

strictly for or against any of the Parties. The Parties acknowledge that this Agreement has been drafted by mutual agreement after negotiation, with consideration by and participation of all Parties and their counsel. As the Agreement was drafted with the participation of all Parties and their counsel, the presumption that ambiguities shall be construed against the drafter does not apply.

G. Extensions of Time. The Parties reserve the right, by agreement, subject to the Court's approval, to grant any reasonable extensions of time that might be necessary to carry out any of the provisions of this Agreement.

H. Counterparts. This Agreement may be executed in one or more counterparts, including by signature transmitted via facsimile, or by a .pdf/.tif image of the signature transmitted via electronic mail. Each counterpart when so executed shall be deemed to be an original, and all such counterparts together shall constitute the same instrument.

I. Recitals. The parties agree that the Recitals set forth above form part of this Agreement and are incorporated herein.

J. Fees and costs. Except as otherwise provided herein, it is understood that the Parties shall bear and/or be responsible for the satisfaction of their own costs and fees arising out of or related to this Action.

K. No Admission. This Agreement is the product of informed negotiations involving compromises of the Parties' previously stated legal and factual positions, and does not reflect the Parties' views as to their rights and obligations with regard to matters or persons outside the scope of this Agreement. The Parties acknowledge and agree that as an essential and integral part of this Agreement that neither this Agreement, the Exhibits

attached hereto, or the Settlement, nor any document or other communication between or among the Parties in negotiation or furtherance of this Agreement, shall be construed as an admission or concession of liability, responsibility, and/or wrongdoing by any Party to this Agreement. Further, nothing contained in this Agreement is intended to be or shall be construed to be (i) an admission of the existence of any facts upon which liability could be based and/or (ii) evidence of any fault or liability by any Party at law or in equity. Rather, this Agreement is entered into solely for the purpose of amicably adjusting and resolving all matters in dispute between the Parties. This provision shall survive any expiration, termination, or voiding of this Agreement or failure of the Court to approve this Agreement.

L. No Prejudice to Parties. In the event that this Agreement does not become final, the Parties expressly reserve all of their rights and preserve all applicable defenses. This Agreement has been entered into in reliance upon the provisions of Rule 408 of the New Jersey Rules of Evidence which maintains as confidential the negotiations and/or discussions leading up to or related to the Settlement. In the event this Agreement is not finally approved in all material ways, evidence relating to the negotiation, terms, or facts of this Agreement and/or Settlement shall not be admissible by any Party in any legal proceeding(s), and the Parties shall be restored to their prior rights and positions as if the Agreement had not been entered into. This provision shall survive any expiration, termination, or voiding of this Agreement or failure of the Court to approve this Agreement.

M. Jurisdiction. The Court shall have exclusive jurisdiction over all provisions and terms of this Agreement and any and all disputes of any kind between the Parties or

between a Party and a member of the Settlement Class, which in any way relates to this Agreement

N. Beneficiaries. All of the terms, covenants and conditions herein contained shall be for and shall bind the respective Parties hereto, their heirs, executors, insurers, administrators, personal or legal representatives, agents, successors and/or assigns, and predecessor or successor corporations or companies. Whenever any Party to this Agreement shall be designated or referred to by name or general reference, such designations shall have the same effect as if the words "heirs, executors, insurers, administrators, personal or legal representatives, agents, successors and/or assigns and predecessor or successor corporations or companies" had been inserted after each and every designation. Nothing herein, expressed or implied, is intended or shall be construed to confer upon or give to any person or entity other than the Parties hereto any rights or remedies under or by reason of this Agreement.

O. Notices. Unless another person is designated in writing, for receipt of notices hereunder, notice to the Parties shall be sent via Certified Mail, Return Receipt Requested postage pre-paid to the following persons:

i. If to Plaintiff or Class Counsel:

Stephen P. DeNittis, Esquire
DeNITTIS OSEFCHEN PRINCE, P.C.
5 Greentree Centre
525 Route 73 North, Suite 410
Marlton, NJ 08053

ii. If to Defendant:

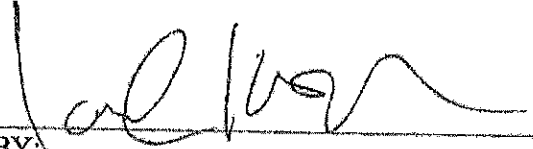
John D. Shea, Esquire
William W. Cheney, III, Esquire
LITCHFIELD CAVO LLP
1800 Chapel Avenue West, Suite 360

Cherry Hill, NJ 08002

IN WITNESS WHEREOF, the Parties hereto and their respective counsel have caused this document to be executed freely and voluntarily as of the dates noted below.

HOCKFIELD & KASHER, PA

Date: 6/5/18

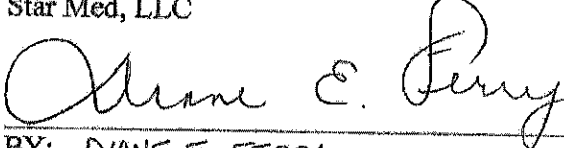

BY: _____

Date: 6/5/18


Stephen P. DeNittis, Esquire
Counsel for Plaintiff

Star Med, LLC

Date: 6/18/18


BY: DIANE E. FERRY
PRESIDENT/CEO

Date: 6/18/18

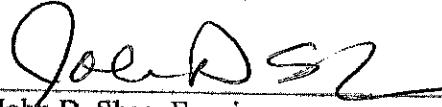

John D. Shea, Esquire
Counsel for Defendant

EXHIBIT A

CLAIM FORM

Re: *Hockfield & Kasher, PA v. Star Med, LLC*, Docket No.: CAM-L-1226-15, Superior Court of New Jersey, Law Division, Camden County

THE DEADLINE TO SUBMIT THIS CLAIM FORM IS _____ [DATE] _____.

This is the official Claim Form you must use to make a claim in the above matter. Please read this form carefully before filling it out. With this Claim Form, you received a "Notice of Pendency of Class Action and Proposed Settlement," which more fully explains this matter and the terms of the proposed settlement therein. As set forth in the Notice, in order for you to become eligible to receive any settlement payment you must be a member of the proposed class and complete all portions of this Claim Form, sign the Claim Form under penalty of perjury, attach all documents required herein, and mail the signed, completed Claim Form to _____ [Name of Settlement Administrator] _____.

THIS COMPLETED FORM MUST BE POSTMARKED NO LATER THAN _____ [DATE] _____.

Please note that if a law firm requested and obtained medical records via electronic means (i.e. CD or online portal) from Defendant, the Notice and this Claim Form are being sent to both the law firm requestor and the patient whose records were requested. Both the law firm requestor and the patient, however, cannot recover for the same production of medical records. If the patient did reimburse the law firm for the payment of Defendant's bill for the medical records by any means (i.e. retainer, direct payment, deduction from settlement proceeds, or cost judgment), only the patient is potentially eligible to recover under this settlement. If the patient did not reimburse the law firm for the payment of Defendant's bill for the medical records, only the law firm is potentially eligible to recover under this settlement.

Please further note that if you are a law firm, only law firms that requested patient medical records in the course of representing the patient (i.e. not a defense law firm or other law firm not acting on behalf of the patient) are potentially eligible to recover under this settlement.

If you have any questions please contact class counsel, Stephen P. DeNittis, Esquire, at 856-797-9951 or via email at sdennittis@denittislaw.com.

The list below identifies the potential qualifying requests for medical records produced via electronic means (i.e. CD or online portal):

Patient Name	Requestor Name	Request Date	Invoice Number	Number of Pages

TO BE COMPLETED BY A PATIENT SUBMITTING A CLAIM:

Patient Information

Full Name: _____

New Jersey Address: _____

Phone Number: _____

Email: _____

Qualifying Request(s)

Identify by Invoice Number any invoice from the above list where you paid Defendant's invoice.

Invoice Number(s): _____

SUPPORTING DOCUMENTATION REQUIRED: You must attach proof of your payment of Defendant's invoice.

Identify by Invoice Number any invoice from the above list where (1) your attorney requested and received medical records in the course of representing you (i.e. not a defense law firm or other law firm not acting on your behalf); and (2) you reimbursed your attorney for the payment of Defendant's invoice.

Invoice Number(s): _____

SUPPORTING DOCUMENTATION REQUIRED: If you reimbursed your attorney for the payment of the invoice, you must attach a statement, bill, invoice, or certification from the law firm confirming said reimbursement.

I, (*print your name*) _____, DECLARE UNDER PENALTY OF PERJURY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT AND THAT I AM A CITIZEN OF NEW JERSEY AND PAID OR REIMBURSED MY ATTORNEY FOR THE INVOICE(S) LISTED ABOVE.

Patient Signature

TO BE COMPLETED BY A LAW FIRM SUBMITTING CLAIM:

Law Firm Information

Name and Title of Person Completing Claim Form: _____

Name of Law Firm: _____

New Jersey Address: _____

Phone Number: _____

Email: _____

Qualifying Request(s)

Identify by Invoice Number any invoice from the above list where your law firm (1) requested and received in the course of representing the patient (i.e. not a defense law firm or other law firm not acting on behalf of the patient) the records pertaining to said invoice; (2) paid the invoice; and (3) was not reimbursed by the patient or through recovery, by any means (i.e. retainer, direct payment, deduction from settlement proceeds, or cost judgment), for the payment of the invoice.

Invoice Number(s): _____

SUPPORTING DOCUMENTATION REQUIRED: You must attach proof of your payment of Defendant's invoice.

I, (*print your name*) _____, DECLARE UNDER PENALTY OF PERJURY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT AND THAT I AM AUTHORIZED TO EXECUTE THIS CLAIM FORM ON BEHALF OF (*print law firm name*) _____, THAT MY LAW FIRM HAS A NEW JERSEY OFFICE, AND THAT MY FIRM HAS NOT BEEN REIMBURSED BY THE PATIENT OR THROUGH RECOVERY FOR THE INVOICE(S) LISTED ABOVE.

Signature

EXHIBIT B

NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT

Re: *Hockfield & Kasher, PA v. Star Med, LLC*, Docket No.: CAM-L-1226-15, Superior Court of New Jersey, Law Division, Camden County

YOU MAY BE ENTITLED TO A SETTLEMENT IF:

- A. You are a law firm, with a New Jersey office, that:
- i. Received from Star Med, LLC a patient's hospital medical records via electronic means (i.e. CD or online portal);
 - ii. Requested the medical records in the course of representing the patient (i.e. not a defense law firm or other law firm not acting on behalf of the patient) and was authorized by the patient to request and receive the medical records; AND
 - iii. Paid the bill from Star Med, LLC for the medical records and was not reimbursed for said payment.

OR

- A. You are a patient, who is a New Jersey citizen, who or whose attorney received from Star Med, LLC your hospital medical records via electronic means (i.e. CD or online portal); AND
- B. The bill from Star Med, LLC for the medical records was paid:
- i. Directly by you and you were not reimbursed for said payment; OR
 - ii. Indirectly by you through reimbursement of your attorney by any means (i.e. retainer, direct payment, deduction from settlement proceeds, or cost judgment) for the payment of Star Med, LLC's bill.

WHAT IS THIS NOTICE ABOUT? A proposed class action lawsuit, captioned *Hockfield & Kasher, PA v. Star Med, LLC*, Docket No.: CAM-L-1226-15, was filed in the Superior Court of New Jersey, Law Division, Camden County, on behalf of all New Jersey law firms and patients who paid Star Med, LLC for the production of medical records in electronic format. The Complaint alleged that the fees charged by Star Med, LLC exceeded the limits set forth in N.J.A.C. 8:43G-15.3(d). Star Med, LLC denies any wrongdoing and denies the claims and allegations asserted in the Complaint. The parties nevertheless have agreed to settle the lawsuit.

WHY SHOULD I READ THIS NOTICE? You may be a member of the class. This is a class action lawsuit that the parties have proposed to settle. If the proposed settlement is approved by the Court, your legal rights may be affected. This notice describes what the lawsuit is about, explains the terms of the proposed settlement, tells you who would be covered and what legal claims would be resolved by the settlement if the Court approves it, and explains how class members can obtain benefits under the settlement.

AM I COVERED BY THIS CLASS ACTION LAWSUIT AND THE PROPOSED SETTLEMENT? You will be a member of the proposed class if you are (1) a patient who is a New Jersey citizen that received from Star Med, LLC a copy of your hospital medical records via electronic means, received a bill from Star Med, LLC, and paid Star Med, LLC's bill and was not reimbursed for said payment; (2) a patient who is a New Jersey citizen whose attorney received from Star Med LLC a copy of their medical records from a hospital via electronic means and received and paid a bill from Star Med LLC for the medical records, and who reimbursed, by any means, their attorney (i.e. retainer, direct payment, deduction from settlement proceeds, or cost judgment) for the payment of Star Med LLC's bill for the medical records; or (3) a law firm with a New Jersey office who received from Star Med, LLC a copy of a patient's hospital medical records via electronic means, requested the medical records in the course of representing the patient and was authorized by the patient to request and receive the medical records, received a bill from Star Med, LLC, and paid Star Med, LLC's bill and was not reimbursed for said payment.

Please note that if a law firm requested and obtained medical records via electronic means (i.e. CD or online portal) from Star Med, LLC, this Notice is being sent to both the law firm requestor and the patient whose records were requested. Both the law firm requestor and the patient, however, cannot recover for the same production of medical records. If the patient did reimburse the law firm for the payment of Star Med, LLC's bill for the medical records, only the patient is potentially eligible to recover under this settlement. If the patient did not reimburse the law firm for the payment of Star Med, LLC's bill for the medical records, only the law firm is potentially eligible to recover under this settlement.

You can obtain more information about the proposed class and/or settlement by visiting class counsel's website at www.denittislaw.com.

WHAT ARE THE TERMS OF THE SETTLEMENT? The proposed settlement provides that class members who submit a valid timely claim can receive for each qualifying request for medical records \$0.50 per page for the first 100 pages of documents produced by Star Med, LLC via electronic means, with a cap of \$50.00 per qualifying request for medical records. Each class member can recover on up to five (5) qualifying requests for medical records that resulted in the production of medical records by Star Med, LLC via electronic means, with a total claim cap per class member of \$250.00. All claims are subject to a settlement cap of \$50,000.00. If the total amount of valid claims by class members exceeds \$50,000.00, valid claims shall be paid on a pro rata basis.

Star Med LLC has also agreed to separately pay an incentive award to the named plaintiff and an award of attorney's fees and costs to class counsel, subject to Court approval. These payments shall not come from the class settlement funds and, instead will be paid separately by to Star Med LLC. Thus, these amounts will not reduce the recovery of any class member.

The foregoing is a summary of the basic settlement terms. The full settlement is set forth in a Settlement Agreement that can be viewed at www.denittislaw.com.

HOW TO SUBMIT A CLAIM? A Claim Form is included with the distribution of this Notice for use in submitting a claim and is also available at www.denittislaw.com. You must complete all portions of the Claim Form, sign the Claim Form under penalty of perjury, attach all documents required therein, and

mail the signed, completed Claim Form to _____ [Name of Settlement Administrator] _____.
The completed Claim Form must be postmarked no later than _____ [DATE] _____.

WHAT ARE MY RIGHTS? If you are a member of the class and wish to participate in the settlement, you need to complete and submit a claim form on or before _____ [DATE] _____. If you are a member of the class and you do NOT want to remain part of the class, you may exclude yourself ("opt-out"). To opt-out, you must mail a written request, postage pre-paid, to class counsel at Stephen DeNittis at DeNittis Osefchen Prince, P.C., Suite 410, 525 Route 73 N., Marlton, NJ 08053, and Defendant's Counsel, John D. Shea, at Litchfield Cavo, LLP, 1800 Chapel Avenue, Suite 360, Cherry Hill, NJ 08002. The request must be postmarked on or before _____ [DATE] _____, and contain: the name of the lawsuit; name, address and telephone number of the person requesting exclusion; documentation demonstrating the payment for the medical records produced via electronic means or any reimbursement thereof; contain a statement communicating that such person elects to be excluded from the settlement class and any judgment entered pursuant to the proposed settlement; and the signature of the person requesting exclusion. If you do not opt-out as instructed above, you will be automatically included and bound by any determination of the Court, whether favorable or not, and any claim of yours will be ended by judgment.

You may also file a motion with the Court for permission to intervene in this lawsuit if you wish. You do not have to intervene. If you do not Intervene in this case or exclude yourself from the class, your interests will be represented by class counsel. You may object to the proposed settlement if you wish. Any objection to the settlement must be in writing and filed with the Court, and served on class counsel and counsel for Defendant to the addresses listed above, no later than _____ [DATE] _____. Any objection must contain (1) the case name and docket number of this lawsuit; (2) your full name, current address and telephone number; (3) proof of your membership in the settlement class; (4) a statement of the legal and factual basis for each objection; (5) a statement of whether you intend to appear at the Final Approval hearing; (6) a description of any and all evidence you intend to offer in support of its objection; and (7) the signature of the person objecting.

On _____ [DATE] _____, at _____ [TIME] _____, the Superior Court of New Jersey, Law Division, Camden County, the Honorable _____ [JUDGE] _____, Camden County Hall of Justice, 101 South Fifth Street, Camden, NJ 08103, will hold a public hearing to determine whether the proposed settlement is fair, adequate, and reasonable and should be approved. Class members who support the proposed settlement do not need to appear at the hearing or take any other action to indicate their approval. Class members who object to the proposed settlement are not required to attend the settlement hearing. If you want to be heard orally in opposition to the settlement, either personally or through counsel, you must indicate your intention to appear at the hearing in your written objection.

HOW DO I GET MORE INFORMATION? Claim forms and further information about the settlement can be obtained by visiting the following website address: www.denittislaw.com.

PLEASE DO NOT WRITE OR TELEPHONE THE COURT FOR INFORMATION ABOUT THE PROPOSED
SETTLEMENT OR THIS LAWSUIT.