

EXHIBIT A

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into on the date of execution between PROGRESSIVE HEALTH AND REHAB CORP. (“Plaintiff”), on behalf of itself and a certified class of similarly-situated persons (as certified by Court Order on July 17, 2025, and defined below as the “Settlement Class”) and INDEGENE, INC. (“Defendant”) (jointly the “Parties”). Plaintiff and Defendant are parties to a civil action entitled *Progressive Health and Rehab Corp. v. Indegene, Inc., Indegene Encima, Inc., Indegene Wincere, Incorporated, and Indegene Healthcare, LLC*, Case No. 1:20-cv-10106-ESK-AMD, pending in the United States District Court for the District of New Jersey, Camden Vicinage (the “Litigation”); and

WHEREAS, Plaintiff’s Class Action Complaint alleges that Defendant violated the Telephone Consumer Protection Act (the “TCPA”), 47 U.S.C. § 227(b)(1)(C), along with related regulations from the Federal Communications Commission, by faxing advertisements without the recipients’ prior express invitation or permission or without a valid opt-out notice; and

WHEREAS, Defendant denied the allegations set forth in Plaintiff’s Class Action Complaint and set forth various affirmative defenses; and

WHEREAS, the federal district court certified the following class on July 17, 2025, as:

All persons or entities who were successfully sent a Fax, on or about February 7, 2020, that states “Medical Record Review of the Impact of Adverse Events Associated with the Use of Current anti-Parkinson’s Disease Medications on Patient Clinical Therapeutics and Outcomes Trajectories in the U.S.” and offers an honorarium of \$250 per eligible patient.

(See Dkt. No. 144, 145); and

WHEREAS, without admitting or conceding fault or liability or the validity of Plaintiff’s claims, points of law or points of fact, or that Plaintiff or any class member of the Settlement Class is entitled to any relief as a result of Defendant’s conduct, the Parties have agreed to settle all disputes regarding Defendant’s faxes to the Settlement Class; and

WHEREAS, Plaintiff has determined that the Settlement Class includes the owners of fax numbers that were successfully sent approximately 18,869 alleged advertising faxes by Defendant on or about February 7, 2020; and

WHEREAS, Defendant Indegene, Inc. has represented and warranted that Indegene Encima, Inc. and Indegene Wincere, Incorporated, were merged into Indegene, Inc., and Indegene Healthcare, LLC was dissolved and no longer exist as separate legal entities; and

WHEREAS, Class Counsel (identified below) have concluded that the terms and conditions of the Agreement provided herein are fair, reasonable, and adequate, and in the best interests of the Settlement Class as a means of resolving all disputes between and among the Parties, after considering: (1) the benefits the Settlement Class will receive under this settlement; (2) the fact that Defendant has demonstrated it will vigorously oppose the claims asserted – and have asserted material and substantial defenses in the Litigation – if the Settlement is not approved; (3) those Class Members who are in the list of 18,869 fax numbers may receive a negotiated compromise payment; (4) the attendant risks, costs, uncertainties, and delays of litigation, and (5) the risks, costs, uncertainties, and delays of prosecuting the case going forward; and

WHEREAS, the Settlement reduced to writing in this Agreement was negotiated among the Parties and an independent Third-Party mediator in good faith and at arm's length after extensive written and oral discovery, a contested class certification briefing, and a Rule 23 petition by Defendant for interlocutory review; and

WHEREAS, the Parties stipulate and agree that the claims of the Settlement Class should be and are hereby compromised and settled, subject to the Court's approval, upon the following terms and conditions:

1. **Recitals**. The above-described recitals are incorporated herein and made a part hereof.

2. **Representations and Warranties as to Certain Defendants.** Defendant Indegene, Inc. represents and warrants that Indegene Encima, Inc. and Indegene Wincere, Incorporated were merged into Indegene, Inc., and Indegene Healthcare, LLC were dissolved and no longer exist as separate entities.

3. **For Settlement Purposes Only and No Admission of Wrongdoing.** This Agreement is entered into for purposes of resolving all disputes between Defendant and the owners of the fax numbers that were sent one of the 18,869 faxes. Assertions, statements, and representations herein are for settlement purposes only. If the Court does not finally approve this Agreement, then the Parties expressly agree that this Agreement is null and void and may not be used by either party for any reason. The Defendant denies any and all allegations in the Litigation and denies all wrongdoing. This Agreement is not a concession or admission and shall not be used as an admission or indication with any respect to any claim of any fault, concession, or omission against any of the Parties released in paragraph 17 regardless of whether the Settlement is finally approved. This Agreement shall not constitute evidence of the propriety of class certification for the purpose of the Litigation or any other case regardless of whether the Settlement is finally approved. The Parties agree that nothing herein shall be deemed an admission of wrongdoing by the Defendant for any reason.

4. **Certification of the Settlement Class.** The Settlement Class is the class certified by the Court in its certification order of July 17, 2025:

All persons or entities who were successfully sent a Fax, on or about February 7, 2020, that states “Medical Record Review of the Impact of Adverse Events Associated with the Use of Current anti-Parkinson’s Disease Medications on Patient Clinical Therapeutics and Outcomes Trajectories in the U.S.” and offers an honorarium of \$250 per eligible patient.

Excluded from the Settlement Class are Defendant, any parent, subsidiary, affiliate, or controlled person of Defendant, as well as the officers, directors, shareholders, agents, servants or

employees of Defendant and the immediate family members of such persons, and the Court and its officers.

5. **Representation of the Settlement Class.** In its July 17, 2025, Order, the Court appointed Plaintiff as the “Class Representative” and Anderson + Wanca as “Class Counsel.”

6. **Preliminary Approval and Class Notice.** Plaintiff will move the Court for the entry of an order preliminarily approving this Settlement Agreement. A proposed “Order Preliminarily Approving Class Action Settlement and Approving Class Notice” (the “Preliminary Approval Order”), is attached as **Exhibit 1**. Additionally, Plaintiff will request that the Court approve a Notice of Class Action Settlement substantially in the form attached hereto as **Exhibit 2** (the “Notice”), and request that the Court permit the transmission of the Notice to the Class by facsimile transmission. If the initial Notice via fax is unsuccessful, then Notice with a Claim Form will be sent by U.S. First Class mail for whom an address was provided by Defendant (if any), or for whom the Parties were able to acquire an address via reverse lookup. These addresses will be compared against the United States Postal Service’s National Change of Address (NCOA) database prior to mailing. The Settlement Administrator will re-mail any mailed Notices returned as undeliverable, and for whom forwarding addresses are provided by the USPS. Approximately 21 days after the initial Notice by fax, the Settlement Administrator will cause the Notice with the Claim Form to be sent by fax a second time to all the records on the Class List where the member has not filed a claim or otherwise responded to the previous Notice. A website will be set up by the Settlement Administrator for Class members to access the Settlement documents.

7. **CAFA Notices.** Within ten (10) days of filing this Settlement Agreement with the Clerk of the Court as part of the Motion for Preliminary Approval, the Settlement Administrator (defined below) will cause the notice of proposed settlement required by the Class Action Fairness Act, 28 U.S.C. § 1715(b), to be issued to the appropriate Federal officials and appropriate State

officials as provided for in that statute. Pursuant to 28 U.S.C. § 1715(d), the Parties will seek to schedule the Final Approval Hearing so that the Final Approval and Judgment is entered more than 100 days after this notice of proposed settlement is provided.

8. **The Settlement Fund.** Defendant has agreed to set up a common fund in the amount of up to \$4,717,250.00 (the “Settlement Fund”) available to settle this case. Defendant is not required to place all or any portion of the Settlement Fund into a separate bank account and will not relinquish control of any money until payments are due. Defendant shall retain any portion of the Settlement Fund that is not paid for approved claims of class members, to the Class Representative, to Class Counsel, or to the Settlement Administrator. The Defendant shall not be responsible for any payment or obligation other than those specified in this Agreement, and in no event will be required to pay more than the amount of the Settlement Fund in connection with the settlement of the Litigation.

9. **Notice.** Within 14 days after preliminary approval of the Settlement by the Court, Notice of the Settlement will be issued to the Settlement Class members identified in the records supplied to the Settlement Administrator. The Parties will request that the Court approve a “Notice of Class Action and Proposed Settlement with Attached Claim Form” in the form attached hereto as **Exhibit 2**, and request approval to send it via facsimile and if unsuccessful, then Notice with a Claim Form will be sent by U.S. First Class mail for whom an address was provided by Defendant (if any), or for whom the Parties were able to acquire an address via reverse lookup. These addresses will be compared against the United States Postal Service’s National Change of Address (NCOA) database prior to mailing. The Settlement Administrator will re-mail any mailed Notices returned as undeliverable, and for whom forwarding addresses are provided by the USPS. Approximately 21 days after the initial Notice by fax, the Settlement Administrator will cause the Notice with the Claim Form to be sent by fax a second time to all the records on the

Class List where the member has not filed a claim or otherwise responded to the previous Notice. The Settlement Administrator will undertake a National Change of Address search prior to mailing the class notice.

10. **Objections and Opt-Outs:** Any Settlement Class member may object to this Settlement Agreement and ask the Court to deny approval. Any written objection and supporting papers must be filed with the Clerk of the Court on or before the date specified in the Preliminary Approval Order and must include the Class member's full name, address, fax number(s) that they maintain were faxed, all grounds in detail for the objection, with factual and legal support for each stated ground; the identity of any witnesses the class member may call to testify; copies of any exhibits intended to be introduced into evidence; a statement of the identity (including name, address, phone number and email) of any lawyer who was consulted or assisted with respect to the objection. The objector must also appear in person or through their own attorney at the Final Approval Hearing. Copies of any objection must also be served on Class Counsel and Counsel for Defendant as required by the Federal Rules of Civil Procedure.

Any Class member that desires to be excluded from the Settlement may do so by sending a notice to Class Counsel on or before the date set by the Court in the Preliminary Approval Order containing: (1) the name of this case, *Progressive Health v. Indegene*, (2) the entity/person's name, address and fax number, and (3) a statement that they wish to be excluded (for example, "Exclude me from the Progressive Health v. Indegene case.")

11. **Claim Forms.** Class members must submit a timely, valid and fully completed claim form (that includes a certification under penalty of perjury that the claimant had or owned their fax number in February 2020) to receive a share of the Settlement Fund. The claim form (the "Claim Form") will be attached to the "Notice of Class Action and Proposed Settlement with Attached Claim Form" in the form attached hereto as **Exhibit 2.** After the payments to Class

Counsel and to the Class Representative, each member of the Settlement Class who submits a completed, timely and valid Claim Form shall be paid his or her *pro rata* share of the Settlement Fund, up to a total of \$250.00. Claim Forms will be due within 104 calendar days after the Court orders Preliminary Approval (90 days after the sending of the Class Notice). Any member of the Settlement Class who does not submit a timely, valid and fully completed Claim Form within the 104-day time limit, as evidenced by postmark or other identifiable date of transmission, shall receive no monetary payment from the Settlement Fund. The Parties have the right to challenge a submitted claim by a prospective Settlement Class member but the decision of the Settlement Administrator regarding the validity of the submitted claim shall be binding on the Parties, subject to Court approval. Only one claim per fax number will be validated and, if valid, approved.

12. **Incentive Award and Attorneys' Fees.** Class Counsel will apply to the Court for Plaintiff to be awarded \$15,000.00 from the Settlement Fund for representing the Settlement Class. Defendant shall not oppose this request or appeal the award. Class Counsel will request an award for attorney's fees and costs in an amount not to exceed thirty-five percent (35%) of the Settlement Fund (\$1,651,037.50) and notice and administrative fees, to be paid from the Settlement Fund, subject to Court approval. Defendant will not oppose these requests or appeal the awards. The awards will be set forth in the Final Approval Order and Judgment and paid exclusively from the Settlement Fund. No later than 7 days before the Final Approval date, Plaintiff shall move the Court for the award of attorneys' fees, an incentive award for Plaintiff, litigation expenses and costs to be paid to Class Counsel.

13. **Final Approval.** The preliminary approval order will set a date for a final fairness hearing, at which Plaintiff and Defendant will request that the Court enter a "Final Approval Order and Judgment" in the form attached hereto as **Exhibit 3.** The fact that the Court may require non-substantive changes in the Final Approval Order and Judgment will not invalidate this Agreement

or the Settlement.

14. **Effective Date.** The “Effective Date” of this Agreement shall be the calendar date of (a) one day after the date on which the Court enters a Final Approval Order and Judgment dismissing with prejudice the claims of all Settlement Class members (including Plaintiff) who do not properly exclude themselves as provided in the Notice, or (b) if any Settlement Class member objected to the Settlement, the date on which the date for filing an appeal has expired or, if there are appeals, the date on which the Settlement and judgment has been affirmed in all material respects by the appellate court of last resort to which such appeals have been taken and such affirmances are no longer subject to further appeal or review.

15. **Settlement Administrator.** The Parties have agreed to retain ANALYTICS as the third-party Settlement Administrator (the “Settlement Administrator”), who will issue the required CAFA notice; set up a settlement website; cause the notice to be sent to the Settlement Class Members in accordance with the Notice provision in paragraphs 6 and 9 above; receive the Claim Forms; respond to questions about the Claim Forms or class administration process; and provide a list of accepted and rejected claims to counsel for the Parties. Upon request, the Settlement Administrator will provide copies of all Claim Forms to counsel for the Parties. If there is a discrepancy with a submitted claim, either party may ask the Settlement Administrator to request additional documentation. The cost and administrative expenses of the Settlement Administrator will be paid separately from attorney’s fees from the Settlement Fund, per paragraph 12 of the Settlement Agreement.

16. **Payments.** Each member of the Class who submits a timely and valid Proof of Claim shall receive \$250.00 per fax, unless the total amount of claims, after payment of attorneys’ fees, expenses, incentive award and cost of the Settlement Administrator would exceed the amount of the Settlement Fund. In such a case, class members with validated claims shall receive a *pro*

rata share of the Settlement Fund after said expenses and fees have been paid. On the Effective Date, the Settlement Administrator shall inform Defendant of the amount of the Settlement Fund necessary to pay (a) the Settlement Class members who submitted a completed, timely and valid Claim Form as set forth in Paragraph 11, (b) the incentive payments to Plaintiff as set forth in Paragraph 12, (c) the attorneys' fees and costs as set forth in Paragraph 12, and (d) the out-of-pocket costs and administrative fees set forth in Paragraph 12 (the "Final Payment"). Defendant shall pay to the Settlement Administrator the Final Payment by certified check or wire transfer, within 15 (fifteen) business days of the Effective Date, to the Settlement Administrator. Checks issued to the Settlement Class members will be void 120 days after issuance and shall state that fact on their face. Any sums represented by checks that are not cashed before they become void, together with any other unclaimed, unpaid, or invalid-claim amounts, shall revert to and remain the sole property of Defendant, and shall not be paid as a cy pres award or to any third party. Defendant shall keep all money in the Settlement Fund that is not required to be paid under this Agreement.

17. Releases

(A) **Class Release:** Upon entry of the Final Approval Order and Judgment and payment of the Final Payment, all Settlement Class members who do not opt out of the proposed Settlement Class as required in the Notice, for and in consideration of the terms and undertakings herein, the sufficiency and fairness of which are acknowledged, the Settlement Class releases Defendant, and its officers, directors, shareholders, members, managers, agents, employees, insurers, attorneys, and third party vendors from claims arising out of the predicate facts alleged in the lawsuit, including those relating to the facsimile advertisements sent or on about February, 7, 2020 (the "Released Claims"). The Settlement Class will not release claims regarding any other fax advertisements sent by Defendant. Except as otherwise ordered by the Court, all Settlement

Class members who fail to object or fail to submit a completed, timely and valid Claim Form shall be forever barred from receiving any payments pursuant to the Settlement Agreement but will in all other respects be subject to and bound by the provisions of the Settlement Agreement, the released contained herein, and the Judgment.

(B) Plaintiff's General Release: The named Plaintiff releases Defendant, its officers, directors, shareholders, members, managers, employees, insurers, attorneys, and third-party vendors, from any and all claims it has, would have, has had or could have, whether or not raised in this litigation, up and through the date of the Settlement Agreement.

(C) Defendant's Release: Subject to and effective upon entry of the Final Approval Order, Defendant, for and in consideration of the terms and undertakings herein, the sufficiency and fairness of which are acknowledged, releases Plaintiff and its officers, directors, shareholders, members, managers, employees, insurers, attorneys and third party vendors from any and all claims they have, have had, or could have, whether or not raised int his litigation, up and through the date of the Settlement Agreement.

18. **Class Enjoined**. On the Effective Date, all members of the Settlement Class who did not exclude themselves as required by the Notice (and any person or entity claiming by or through him, her, or it, as heir, administrator, devisee, predecessor, successor, attorney, representative of any kind, shareholder, partner, director or owner of any kind, affiliate, subrogee, assignee, or insurers) will be forever barred and permanently enjoined from directly, indirectly, representatively or in any other capacity, filing, commencing, prosecuting, continuing, litigating, intervening in, participating in as class members or otherwise, or receiving any benefits or other relief from any other lawsuit, any other arbitration, or any other administrative, regulatory, or other proceeding against Defendant about the Released Claims; and all persons and entities shall be forever barred and permanently enjoined from filing, commencing, or prosecuting any other

lawsuit as a class action against Defendant (including by seeking to amend a pending complaint to include class allegations or by seeking class certification in a pending action in any jurisdiction) on behalf of Settlement Class members who have not timely excluded themselves from the Settlement Class if such other lawsuit is based on or arises from the Released Claims. This release does not release any claims brought by the government or any governmental agency.

19. **Cooperation.** Plaintiff and Defendant agree to cooperate fully with one another to affect the consummation of this Agreement and to achieve the settlement provided for herein.

20. **Right to Set Aside Agreement.**

a. The Effective Date of this Settlement Agreement shall not occur unless and until each and every one of the following events occurs, and shall be the date upon which the last (in time) of the following events occurs:

(i) This Agreement has been signed by the Parties, Settlement Class Counsel, and Defendant's Counsel;

(ii) The Court has entered the Preliminary Approval Order;

(iii) The Court has entered the Final Approval Order substantially consistent with the Order attached hereto as **Exhibit 3**, following notice to the Settlement Class, and has entered the Final Judgment, or a judgment substantially consistent with this Agreement; and

(iv) The Final Judgment has become Final, with Final defined as the resolution of all matters before the Court and where all time to object, appeal or otherwise challenge the Final Judgment has expired

b. If some or all of the conditions specified in Section 20(a) are not met, or in the event that this Settlement Agreement is not approved by the Court, or the settlement set forth in this Settlement Agreement is terminated or fails to become effective in accordance

with its terms, then this Settlement Agreement shall be cancelled and terminated, unless Class Counsel and Defendant's Counsel mutually agree in writing to proceed with this Settlement Agreement. In that event, the Parties shall be equally responsible for all costs incurred by the Settlement Administrator.

c. Any Party shall have the right, but not the obligation, to void or rescind the settlement if any of the following events occur: (a) the Court does not preliminarily approve the Settlement without material modifications to this Agreement; (b) there are material modifications made to this Agreement by the Court, by any other court, or by any tribunal, agency entity, or person that are not accepted by any Party, or (c) any objection to the Settlement is sustained by the Court, regardless of any right to appeal. The Defendant shall have the unilateral right to void or rescind the Settlement should 80 or more individuals or entities opt-out of the proposed settlement. The right to void or rescind under subparagraphs (a) or (b) and the Defendant's unilateral right to void or rescind must be exercised, if at all, no later than 30 (thirty) days prior to the Court's Final Approval Hearing, or else the Parties agree that any attempted rescission shall be without effect. Rescission or setting aside is effective only if and when notice of same is filed with the Court and served on counsel of record. In the event that the Defendant chooses to exercise the right to void or rescind, the Settlement shall be deemed void *ab initio* and the Parties shall be deemed to be in the same position as existed prior to the execution of the settlement agreement, except that the exercising party shall bear the costs for notice and settlement administration incurred.

d. If this Settlement Agreement is terminated or fails to become effective for any reason, the Parties to the fullest extent possible—shall be restored to their respective positions as of the date of the signing of the Settlement Agreement. In such event, any

Judgment or other order entered by any court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*, and the Parties shall be returned to the *status quo ante* as if this Agreement had never been entered into.

21. **Agreement Contingent Upon Entry of Final Approval.** This Agreement is contingent upon the Court's entry of an order containing a judgment giving final approval to the terms of this Agreement. If the Court refuses to grant final approval of the terms of the Settlement set forth herein, or if the Court's Final Approval Order and Judgment is reversed or substantially modified on appeal, then this Agreement shall be null and void, and no stipulation, representation, or assertion of fact made in this Agreement may be used against any Party. No Party to this Agreement, absent any substantive change by the Court, shall appeal the approval of this Settlement Agreement by the Court.

22. **Notices.** Requests for exclusion, copies of objections to the Agreement or settlement, and Notices to Plaintiff and the Settlement Class shall be sent to:

Wallace C. Solberg
ANDERSON + WANCA
3701 Algonquin Road, Suite 500
Rolling Meadows, IL 60008

Requests for exclusion, copies of objections to the Agreement or settlement, and notices to Defendant shall be sent to its counsel addressed as follows:

Justin Penn
HINSHAW & CULBERTSON LLP
151 North Franklin Street, Suite 2500
Chicago, IL 60606

23. **Court Submission.** Class Counsel will submit this Agreement and the exhibits hereto, along with such other supporting papers as may be appropriate, to the Court for preliminary approval. If the Court declines to grant preliminary approval of the Settlement and to order notice of hearing with respect to the proposed Settlement Class, or if the Court declines to grant final

approval to the foregoing after such notice and hearing, this Agreement will terminate as soon as the Court enters an order unconditionally and finally adjudicating that this Agreement and settlement will not be approved.

24. **Integration Clause.** This Agreement contains the full, complete, and integrated statement of each and every term and provision agreed to by and among the Parties and supersedes any prior writings or agreements (written or oral) between or among the Parties, which prior agreements may no longer be relied upon for any purpose. This Agreement shall not be orally modified in any respect and can be modified only by the written agreement of the Parties supported by adequate consideration as confirmed in writing.

25. **Headings.** Headings contained in this Agreement are for convenience of reference only and are not intended to alter or vary the construction and meaning of this Agreement.

26. **Binding and Benefiting Others.** This Agreement and the Settlement shall be binding upon and inure to the benefit of the Parties, and to their respective present, former, or future agents, representatives, employees, directors, officers, members, managers, shareholders, attorneys, parents, subsidiaries, and affiliates.

27. **Warranties.** The Parties each represent, warrant, and agree that, in executing this Agreement, they do so with full knowledge of any and all rights they may have with respect to the claims released in this Agreement, and that they have received independent legal counsel from their attorneys with regard to the facts involved and the controversy herein compromised and with regard to their rights arising out of such facts. Each of the individuals executing this Agreement warrants that they have the authority to enter into this Agreement and to legally bind the party(ies) for which they are signing.

28. **Governing Law.** The contractual terms of this Agreement shall be interpreted and enforced in accordance with the substantive law of the State of New Jersey, without regard to its

conflict of laws or choice of law provisions.

29. **Mutual Interpretation.** The Parties agree and stipulate that the Settlement was negotiated on an “arm’s-length” basis between parties of equal bargaining power. Class Counsel and Defendant’s counsel have drafted the Agreement jointly. Accordingly, this Agreement is not one of adhesion, is mutually created, and no ambiguity shall be construed in favor of or against any of the Parties. Plaintiff and the Settlement Class acknowledge, but do not concede to or agree with, statements by Defendant regarding the merits of the claims or class certification and Defendant acknowledges, but does not concede to or agree with, Plaintiff’s or the Settlement Class’s statements regarding the merits of the claims or class certification.

30. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument. Facsimile signatures are acceptable for the execution of this Agreement.

31. **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions if the Parties and their counsel mutually elect by written stipulation to be filed with the Court within 20 days to proceed as if such invalid, illegal, or unenforceable provisions had never been included in this Agreement.

32. **Continuing Jurisdiction.** Without affecting the finality of the final judgment, the Court shall retain continuing jurisdiction over the Litigation and the Parties, including all members of the Settlement Class, the administration and enforcement of this Agreement and the settlement, and the benefits to the Settlement Class hereunder, including for such purposes as supervising the implementation, enforcement, construction, and interpretation of this Agreement, the Preliminary Approval Order, and the Final Approval Order and Judgment, and hearing and determining an application by Class Counsel for an award of fees and expenses. Any dispute or controversies

arising with respect to the interpretation, enforcement, or implementation of the Agreement shall be presented by motion to the Court.

Remainder of page intentionally left blank.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date set forth below.

Dated: 8-19-2026

PROGRESSIVE HEALTH AND REHAP CORP.,
on behalf of itself and the Settlement Class

By: Dr. Anthony Yannessia
Dr. Anthony Yannessia

Dated: 8/20/2026

By: Wallace C. Solberg
Wallace C. Solberg / Anderson + Wanca

Attorneys for Plaintiff and the Certified Class

Dated: _____

INDEGENE, INC.

By: _____

Printed Name: _____

Dated: _____

By: _____
Justin Penn / Hinshaw & Culbertson LLP

Attorneys for Defendant

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date set forth below.

Dated: _____

**PROGRESSIVE HEALTH AND REHAP CORP.,
on behalf of itself and the Settlement Class**

By: _____
Dr. Anthony Yannessa

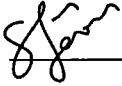
Dated: _____

By: _____
Wallace C. Solberg / Anderson + Wanca

Attorneys for Plaintiff and the Certified Class

Dated: 19-Aug-2026

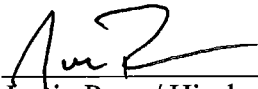
INDEGENE, INC.

By:  _____

Printed Name: Karthik Kannappan

Dated: 19 Aug 2026

Asb Form

By:  _____
Justin Penn / Hinshaw & Culbertson LLP

Attorneys for Defendant

Exhibit 1

**IN THE UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY
CAMDEN VICINAGE**

PROGRESSIVE HEALTH AND REHAB CORP.,)
individually and as the representative of a certified)
class of similarly situated persons,)

Plaintiff,)

v.)

INDEGENE, INC., INDEGENE ENCIMA, INC.,)
INDEGENE WINCERE, INCORPORATED, and)
INDEGENE HEALTHCARE, LLC,)

Defendants.

Civil Action No.:
1:20-cv-10106-ESK-AMD

**ORDER PRELIMINARILY APPROVING CLASS
ACTION SETTLEMENT AND APPROVING CLASS NOTICE**

This matter coming before the Court on the “Motion for Preliminary Approval of Class Action Settlement and Notice to the Settlement Class” (the “Motion”), after review and consideration of the Parties’ Settlement Agreement and having been fully advised in the premises, IT IS HEREBY ORDERED and adjudged as follows:

1. On July 17, 2025, this Court certified the following Class:

All persons or entities who were successfully sent a Fax, on or about February 7, 2020, that states “Medical Record Review of the Impact of Adverse Events Associated with the Use of Current anti-Parkinson’s Disease Medications on Patient Clinical Therapeutics and Outcomes Trajectories in the U.S.,” and offers an honorarium of \$250 per eligible patient.

(hereinafter referred to as the “Settlement Class.”)

Excluded from the Class are Defendants, any parent, subsidiary, affiliate or controlled persons of Defendants, as well as the officers, directors, members, managers, agents, servants or employees of Defendants and the immediate family members of such persons, and the Court and its officers.

2. The Court previously appointed Plaintiff as the “Class Representative” and appointed the law firm of Anderson + Wanca as “Class Counsel.”

3. Pursuant to Federal Rules of Civil Procedure 23, the settlement of this action, as embodied in the terms of the Settlement Agreement, is preliminarily approved.

4. The Settlement Agreement is incorporated by reference into this Order (with capitalized terms as set forth in the Settlement Agreement used hereafter) and is hereby preliminarily adopted as an Order of this Court.

5. The Settlement Agreement proposes notice of the settlement to the Settlement Class by sending the Notice via facsimile and, if unsuccessful then Notice with a Claim Form will be sent by U.S. First Class mail for whom an address was provided by Defendant (if any), or for whom the Parties were able to acquire an address via reverse lookup. These addresses will be compared against the United States Postal Service’s National Change of Address (NCOA) database prior to mailing. The Settlement Administrator will re-mail any mailed Notices returned as undeliverable, and for whom forwarding addresses are provided by the USPS. Approximately 21 days after the initial Notice by fax, the Settlement Administrator will cause the Notice with the Claim Form to be sent by fax a second time to all the records on the Class List where the member has not filed a claim or otherwise responded to the previous Notice. A website will be set up by the Settlement Administrator for Class members to access the Settlement documents.

6. The Court finds that such notice satisfies the requirements of due process and Federal Rule of Civil Procedure 23. The plan for Notice is approved and adopted. The Court orders that the Parties provide the notice to the Settlement Class as proposed in the Settlement Agreement. The Court approves the form of the Notice as contained in Exhibit 2 to the Settlement Agreement. The Court also approves ANALYTICS as the Settlement Administrator.

7. The Court hereby sets deadlines and dates for the acts and events set forth in the Settlement Agreement and directs the Parties to incorporate the deadlines and dates in the Class Notice:

(a) The Notice shall be sent by the Settlement Administrator on or before _____, 2026 14 DAYS AFTER APPROVAL ORDER;

(b) Requests by any Settlement Class member to opt out of the settlement must be submitted to Class Counsel (with a copy to Defendant's counsel) on or before _____, 2026 90 DAYS AFTER NOTICE, or be forever barred;

(c) Objections, including supporting memoranda, shall be filed in this Court and postmarked and served on Class Counsel and Defendant's counsel, on or before 90 DAYS, or be forever barred;

(d) Completed and signed Claim Forms shall be postmarked or submitted to the Settlement Administrator on or before _____, 2026 90 DAYS; and

(e) Class Counsel will retain a copy of all requests for Exclusion. Not later than seven (7) days prior to the Final Approval date, Class Counsel shall file an affidavit with the Court that lists all opt-outs received.

7. The final approval hearing, set forth in the Class Notice, is hereby scheduled for _____, 2026, at _____ a.m./p.m., before the Honorable _____, in Room 4D, U.S. District Court for the District of New Jersey, Mitchell H. Cohen Building, 4th & Cooper Streets, Camden, New Jersey, 08101. Papers in support of the final approval of the Agreement, the Service Award to Plaintiffs and Class Counsel's application for an award of attorneys' fees, costs and expenses shall be filed no later than seven (7) days prior to the Final Approval date.

ENTER:

The Honorable Edward S. Kiel

Date

Exhibit 2

THIS IS A NOTICE OF A LAWSUIT SETTLEMENT.

**You may benefit from this. Please read it carefully. You are not being sued.
If you have a valid claim, you must return a completed Proof of Claim (attached) if
you want to receive a payment.**

**THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY
CAMDEN VICINAGE**

**PROGRESSIVE HEALTH AND REHAB
CORP., individually and as the
representative of a certified class of
similarly situated persons,**

Plaintiff,

v.

**INDEGENE, INC., INDEGENE ENCIMA,
INC., INDEGENE WINCERE,
INCORPORATED, and INDEGENE
HEALTHCARE, LLC,**

Defendants.

**Civil Action No.
1:20-cv-10106-ESK-AMD**

**NOTICE OF CLASS ACTION SETTLEMENT
WITH ATTACHED CLAIM FORM**

TO: All persons or entities who were successfully sent a Fax, on or about February 7, 2020, that states "Medical Record Review of the Impact of Adverse Events Associated with the Use of Current anti-Parkinson's Disease Medications on Patient Clinical Therapeutics and Outcomes Trajectories in the U.S.," and offers an honorarium of \$250 per eligible patient. (Hereinafter referred to as the "Settlement Class"). Excluded from the Class are Defendants, any parent, subsidiary, affiliate or controlled person of Defendants, as well as the officers, directors, members, managers, agents, servants or employees of Defendants and the immediate family members of such persons, and the Court and its officers.

A. WHY HAVE YOU RECEIVED THIS NOTICE? The Court ordered us to send you this Notice because your fax number is contained on a list of fax numbers to which an alleged advertisement was sent by fax and you appear to be a member of the Settlement Class defined above.

B. WHAT IS THIS LAWSUIT ABOUT? Plaintiff Progressive Health and Rehab Corp. ("Plaintiff") filed this class action lawsuit alleging that Defendants Indegene, Inc., Indegene Encima, Inc., Indegene Wincere Incorporated, and Indegene Healthcare, LLC ("Defendants") violated the federal Telephone Consumer Protection Act ("TCPA"), 47 U.S.C. § 227, by sending advertisements to the Settlement Class by fax without express invitation or permission. The Defendants deny Plaintiff's allegations, deny any wrongdoing occurred, and raised defenses. The Court certified the case as a class action so that the claims about Defendants' faxes sent on or about February 7, 2020, could be resolved class-wide in this single lawsuit. Plaintiff seeks money damages for every Settlement Class member. Your fax number was identified in discovery as having been sent a fax.

C. WHY IS THERE A SETTLEMENT? The Court has not decided in favor of Plaintiff or Defendants. Instead, both sides have agreed to a settlement and memorialized such settlement in a Settlement Agreement filed in the above captioned lawsuit. By agreeing to a settlement, the parties avoid the costs and uncertainty of a trial, and if the settlement is approved by the Court, Settlement Class members will receive the benefits set forth in the proposed Settlement Agreement. The proposed settlement does not mean that any law was broken or that Defendants did anything wrong. The Defendants deny all legal claims in this case. The parties, however, believe that the proposed settlement is best for anyone who is affected.

D. WHAT IS THE PROPOSED SETTLEMENT? Without admitting any fault or liability, and in exchange for a release of all claims against them, Defendants have agreed to make up to \$4,717,250 (the "Settlement Fund") available to pay those Settlement Class members who submit a valid claim form (attached), to pay an incentive award to Plaintiff for serving as the class representative, to pay attorneys' fees and litigation expenses to Plaintiff's attorneys, and to pay the costs of class notice and claims administration. The claim form is attached. If the Court approves the settlement, all of the Class members who submit a valid and timely Proof of Claim Form (attached) will be mailed a check for \$250.00, unless the total claims are such that after payment of attorney's fees, expenses, and incentive payment of \$15,000.00 would exceed the amount of the Settlement Fund, in which case claiming Class member will receive a pro rate share of the fund.. The Court has preliminarily approved this settlement, subject to a fairness hearing that will occur on _____, at _____, in Room 4D, United States District Court for the District of New Jersey, Mitchell H. Cohen Building, 4th & Cooper Streets, Camden, New Jersey 08101.

E. WHAT ARE YOUR OPTIONS?

1. Return a completed Claim Form: To receive a share of the Settlement Fund, you must complete and return a signed Claim Form postmarked or submitted on or before _____, 2026 [**90 DAYS FROM CLASS NOTICE DATE**]. In order to be deemed a member of the Settlement Class, the facsimile number(s) you list on the Claim Form must include a facsimile number that was deemed to have received a successful facsimile from Defendants. The Claim Form is attached as the last page of this Notice. The Claim Form can be submitted by fax, mail, or electronically, and must be completed in full. If approved, you will be mailed a check for your share of the Settlement Fund.

2. Do nothing. If you do nothing, you will remain in the Settlement Class, be bound by any judgment entered by the Court, and any claims you may have against Defendants related to the predicate facts alleged in this lawsuit, including Defendants' faxes sent on or about February 7, 2020 will be deemed released, but you will receive no payment.

3. Exclude yourself from the Settlement Class and the settlement. You are not required to participate in the settlement. You have the right to exclude yourself from the Settlement Class and the settlement by sending a written request for exclusion. But your completed, signed statement advising of your election to opt out must be postmarked no later than _____, 2026 [**90 DAYS FROM CLASS NOTICE DATE**]. If your request is not postmarked by that date, your right to opt out will be deemed waived and you will be bound by all orders and judgments entered in connection with the settlement. Your request must provide your full name, address, and telephone number(s). Further, the written request for exclusion must include a statement that you wish to be excluded from the Settlement (for example, "Exclude me from the Progressive v. Indegene settlement"), and the personal signature of the member of the Settlement Class submitting the request. Any member of the Settlement Class who elects to be excluded shall not: (i) be bound by the Final Approval Order and Judgment; (ii) be entitled to relief under this Settlement Agreement; (iii) gain any rights by virtue of this Agreement; or (iv) be entitled to object to any aspect of this Agreement. You must send your

request to the following attorneys, and they will inform the Court of your request.

Class Counsel:

Wallace C. Solberg
Anderson + Wanca
3701 Algonquin Road Ste 500
Rolling Meadows IL 60008

Defendants' Attorney:

Justin Penn
Hinshaw & Culbertson LLP,
151 North Franklin Street, Ste 2500
Chicago IL 60606

4. Object to the settlement in writing. If you object to the settlement, and wish to file an objection rather than simply exclude yourself, you must send a written objection to the Clerk of the United States District Court for the District of New Jersey, in Room 4D, United States District Court for the District of New Jersey, Mitchell H. Cohen Building, Camden, New Jersey 08101. Your objection must be postmarked by 90 days after the Class Notice date, and must refer to the name and number of this case. Your statement must include your full name, address, fax number(s) that you maintain were faxed; all grounds in detail for the objection, with factual and legal support for each stated ground; the identity of any witnesses you may call to testify; copies of any exhibits that you intend to introduce into evidence; a statement of the identity (including name, address, phone number and email) of any lawyer who was consulted or assisted with respect to your objection. You must also serve copies of your objection on Class Counsel and Defendants' attorneys (at the addresses above), postmarked by the same date. Additionally, if you want the Court to consider your objection, then you must also appear at the final approval hearing in Room 4D, on _____, at _____. You are not required to attend this hearing unless you object to the settlement.

F. WHEN WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT? The Court will hold a final fairness hearing on _____, at _____, in Room 4D, United States District Court for the District of New Jersey, Mitchell H. Cohen Building, 4th & Cooper Streets, Camden, New Jersey 08101, and hear any timely and properly-filed objections and arguments about the settlement. You are **not** required to attend this hearing unless you object to the settlement. The fairness hearing may be continued to a future date without further notice.

G. WHO REPRESENTS THE SETTLEMENT CLASS? The Court appointed Plaintiff Progressive Health and Rehab Corp. to be the "Class Representative" and appointed the law firm of Anderson + Wanca ("A + W"), 3701 Algonquin Road, Rolling Meadows, IL 60008, to be "Class Counsel." A + W has litigated this matter on a contingency basis and has not yet been paid. As part of the settlement, Class Counsel will request the Court award Class Counsel attorney's fees equal to thirty-five percent of the Settlement Fund for their legal services (\$1,651,037.50) (\$4,717,250.50 x .35), plus its out-of-pocket expenses, an incentive award to Plaintiff of \$15,000.00 for its services as the class representative, and the expenses and costs of administration of the Settlement, all from the Settlement Fund. You will not have to pay any money to Class Counsel. You may retain a separate attorney to represent your interests for purposes of the Settlement if you choose; however, the Settlement Agreement does not contemplate payment of any fees other than those outlined above.

H. WHERE CAN I GET MORE INFORMATION? If you have questions about this Notice or about the settlement, write to Anderson + Wanca at the address listed above. Include the case number, your name, your fax number, and your current street address on any correspondence. Alternatively, you can call Class Counsel at 1-855-827-2329. This Notice only summarizes the litigation and the settlement. The court files for this case are available for your inspection at the Clerk of the United States District Court for the District of New Jersey, Mitchell H. Cohen Building, 4th & Cooper Streets, Camden, New Jersey 08101,

**DO NOT CONTACT THE JUDGE, THE JUDGE'S STAFF, OR THE CLERK OF THE COURT
BECAUSE THEY ARE NOT PERMITTED TO ANSWER YOUR QUESTIONS ABOUT THIS
SETTLEMENT.**

PROOF OF CLAIM
Progressive Health and Rehab Corp. v. Indegene Inc. et al.
[Case No.:1:20-cv-10106]

*You Must Complete All **THREE** Steps to Claim a Share of the Settlement Fund:*

1. You Must Provide Your Contact Information.

Name: _____

Company: _____

Address: _____

City/State/Zip Code: _____

Phone: _____ Email: _____

Fax Number(s): _____

[List all numbers. You may attach a separate sheet.]

2. You Must Verify Ownership of the Fax Number(s) Listed in #1 above:

- (a) “The fax number(s) identified above or attached to this Proof of Claim was/were mine or my company’s during February, 2020.” I certify under penalty of perjury that the information is true to the best of my knowledge and belief.

(Sign your name here)

OR

- (b) “The fax number(s) identified in No. 1 above or attached to this Proof of Claim was not/were not mine or my company’s during February 7, 2020.” Explain when you obtained the fax number(s) identified in No. 1 above or attached to this Proof of Claim:

(Sign your name here)

3. You Must Return this Claim Form on or before [90 days] , 2026:

- a. Fax this Claim Form to: <fax number for claims >

OR

- b. Mail this Claim Form to: [CLAIMS ADMINISTRATOR]

OR

- c. Submit your Claim electronically at [website]

Exhibit 3

PROGRESSIVE HEALTH AND REHAB CORP.,)
individually and as the representative of a certified)
class of similarly situated persons,)
)
Plaintiff,) Civil Action No.:
) 1:20-cv-10106-ESK-AMD
)
v.)
)
INDEGENE, INC., INDEGENE ENCIMA, INC.,)
INDEGENE WINCERE, INCORPORATED, and)
INDEGENE HEALTHCARE, LLC,)
)
Defendants.

The matter coming before the Court on the request for final approval of the Parties proposed Class Action Settlement, due notice having been given, the Parties appearing through counsel, and the Court fully advised in the premises, **IT IS HEREBY ORDERED:**

2. Pursuant to Federal Rule of Civil Procedure 23, the Court hereby finally approves the settlement of this action, as embodied in the terms of the Settlement Agreement, as a fair, reasonable, and adequate settlement and in the best interests of the Settlement Class (defined below), in light of the factual, legal, practical, and procedural considerations raised by this case. Accordingly, this Final Approval Order and Judgment binds all members of the Settlement Class who did not opt out.

1

All persons or entities who were successfully sent a Fax, on or about February 7, 2020, that states “Medical Record Review of the Impact of Adverse Events Associated with the Use of Current anti-Parkinson’s Disease Medications on Patient Clinical Therapeutics and Outcomes Trajectories in the U.S.,” and offers an honorarium of \$250 per eligible patient.

Excluded from the Settlement Class are Defendant, any parent, subsidiary, affiliate or controlled persons of Defendant, as well as the officers, directors, members, managers, agents, servants or employees of Defendant and the immediate family members of such persons, and the Court and its officers.

3. In the July 17, 2025, Order, the Court appointed Plaintiff as the “Class Representative”, and appointed the law firm of Anderson + Wanca, as “Class Counsel.”

4. The Court finds that the Settlement Agreement has been entered into in good faith following arm’s-length negotiations.

5. The Court finds that the Notice given to Class Members in this action was the best notice practicable under the circumstances and satisfies the requirements of due process and Federal Rule of Civil Procedure 23.

6. The following ___ persons/entities have properly requested exclusion from the settlement and are hereby excluded from the Class:

7. ___ objections were received and _____ persons appeared in Court at the fairness hearing to object to the settlement. All objections are overruled.

8. The Court finds that the settlement is fair, adequate, and reasonable, after due consideration of (a) the uncertainty of the class members’ success on the merits of the claims and the range of their possible recovery, (b) the complexity, expense and duration of the litigation, (c) the lack of opposition to the settlement, (d) the state of proceedings at which the settlement was achieved, (e) the written submissions, affidavits, and arguments of counsel, and (f) after notice and hearing. This Court also finds that the financial settlement terms fall within the range of settlement

terms that are fair, adequate and reasonable. Accordingly, this Settlement Agreement should be and is approved and shall govern all issues regarding the settlement and all rights of the Parties, including the members of the Settlement Class. Each member (including any person or entity claiming by or through him, her, or it, but except for those who excluded themselves from the Class) by timely filing a valid notice with the Clerk of the Court indicating that they are opting out (such persons having been identified above) shall be bound by the Settlement Agreement, including the release set forth in said Settlement Agreement.

9. Defendant has created a common fund (the “Settlement Fund”) of up to \$4,717,250.00 to pay all claims by Settlement Class members, to pay Class Counsel’s fees and litigation expenses, the costs of notice and claims administration, and to pay the Class Representative’s incentive award. Unclaimed monies in the Settlement Fund shall revert back to the Defendant.

10. As the Parties agreed in the Settlement Agreement, each class member who submits a timely and valid Claim Form shall be paid up to \$250.00. The Claims Administrator shall cause those checks to be mailed after receiving the funds from Defendant. Any sums represented by checks that remain uncashed after they become void shall revert to and become the sole property of Defendant, consistent with the reversion to Defendant provided in the Settlement Agreement and the Term Sheet.

11. Pursuant to the Parties’ agreement, the Court approves Class Counsel’s attorneys’ fees and costs in an amount equal to thirty-five percent of the Settlement Fund (\$1,651,037.50) plus notice and administrative fees from the Settlement Fund. Accordingly, the Court awards Class Counsel fees and costs in the amount of \$1,651,037.50, plus notice and administrative fees in the amount of \$_____. In accordance with the Settlement Agreement, Defendant will pay those amounts from the Settlement Fund when this Final Approval Order becomes final as

those terms are defined in the Settlement Agreement.

12. Pursuant to the Parties' agreement, the Court approves a \$15,000.00 incentive award to Plaintiff for serving as the Class Representative. In accordance with the Settlement Agreement, Defendant will pay that amount from the Settlement Fund when the Final Judgment and Order become final as those terms are defined in the Settlement Agreement.

13. The Court adopts and incorporates all of the terms of the Settlement Agreement by reference here. The Parties to the Settlement Agreement shall carry out their respective obligations as agreed upon in the Settlement Agreement.

14. This action, including all claims against Defendants asserted in this lawsuit, or which could have been asserted in this lawsuit, by or on behalf of Plaintiff and all Settlement Class members against Defendant, is hereby dismissed with prejudice and without taxable costs to any Party.

15. All claims or causes of action of any kind by any Settlement Class member or anyone claiming by or through them, brought in this Court or any other forum (other than persons who have properly opted out of the Settlement) are barred pursuant to the releases set forth in the Settlement Agreement, which is hereby incorporated into this judgment. All persons and entities are enjoined from instituting, either directly or indirectly, any action against Defendant in this Court or in any other court or forum, asserting any claim that is being settled or released herein.

16. The Court retains continuing jurisdiction over this action, Plaintiff and all members of the Settlement Class, and Defendant to determine all matters relating in any way to this Final Judgment and Order, the Preliminary Approval Order, or the Settlement Agreement, including, but not limited to, their administration, implementation, interpretation, or enforcement. The Court further retains jurisdiction to enforce this Order.

17. The Court finds that there is no just reason to delay the enforcement of or appeal

from this Final Approval Order and Judgment.

BY ORDER OF THE COURT

Dated: _____, 2026

The Honorable Edward S. Kiel