

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

DR. WILLIAM P. GRESS and AL AND PO CORPORATION, on behalf of plaintiffs and the class members defined herein,	)	
	)	
Plaintiffs,	)	14-cv-501
	)	<b>Consolidated with</b>
v.	)	14-cv-2177
	)	
PREMIER HEALTHCARE EXCHANGE WEST, INC., a New Jersey Corporation,	)	Magistrate Judge Gilbert
	)	
Defendant.	)	

**SETTLEMENT AGREEMENT**

**RECITALS & DEFINITIONS**

1. **Parties.** Defendant Premier Healthcare Exchange West, Inc. (“**PHX West**” or “**Defendant**”), its parent corporation Premier Healthcare Exchange, Inc. (“PHX Inc.”) and Plaintiffs Dr. William P. Gress and AL and PO Corporation (“**Plaintiffs**”) individually and as representatives of the settlement class of persons defined below in paragraph 7 (the “**Settlement Class**”), enter into this Settlement Agreement (“**Settlement Agreement**”) as of the last date indicated on the signature page hereto.

2. **Nature of Litigation.** In the lawsuit, captioned *William P. Gress and AL and PO Corporation v. Premier Healthcare Exchange West, Inc.*, United States District Court, Northern District of Illinois, Eastern Division, docket no. 14-cv-501 consolidated with docket no. 14-cv-2177 (the “**Litigation**”), Plaintiffs filed an amended consolidated complaint on May 29, 2014 (the “**Class Action Complaint**”) alleging violations of the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.* (“**TCPA**”) and the Illinois Consumer Fraud Act, 815 ILCS 505/2 (“**ICFA**”), as well as common law claims for conversion, private nuisance, and trespass to

chattels (the “**Common Law Claims**” and collectively with the TCPA and ICFA claim, the “**Claims**”) based on their contentions that PHX West sent or caused to be sent unsolicited facsimile advertisements.

3. **Denial of Liability.** PHX West and PHX Inc. specifically deny violating the TCPA or the ICFA as well as any liability for the Common Law Claims, and further deny any liability to Plaintiffs and the Settlement Class for the claims alleged in the Litigation and/or the Class Action Complaint. PHX West and PHX Inc. desire to settle and to forever resolve the Claims solely to avoid the expense, burden, and uncertainty of further litigation, and to put to rest all claims, known or unknown, that have been or might have been asserted by the Plaintiffs and/or the Settlement Class against PHX West and/or PHX Inc. concerning the matters alleged in the Class Action Complaint or otherwise. Neither execution, nor delivery of, nor payment under, this Agreement shall be construed as an admission or concession of liability or non-liability by PHX West and/or PHX Inc.

4. **“Class Counsel”** means Edelman, Combs, Lattuner, & Goodwin LLC, and Siprut PC and their respective attorneys.

5. **“Class Period”** means the period of time spanning January 23, 2010 to March 27, 2014 (the date the *AL and PO* complaint was filed).

6. **“Plaintiffs”** means Dr. William P. Gress and AL and PO Corporation and any other name under which these two entities operate any business enterprise and each and every one of their respective past, present or future employees (as employees of Plaintiffs), agents (as agents of Plaintiffs), representatives, attorneys (as counsel for Dr. William P. Gress and AL and PO Corporation), heirs, assigns, or any other person acting on their behalf or for their benefit, or any person claiming through them (in their capacities as such).

7. **“Settlement Class”** means all persons and entities who were subscribers to fax numbers who were sent faxes by or on behalf of PHX West and/or PHX Inc. between January 23, 2010 to March 27, 2014, promoting the commercial availability or quality of its property, goods or services and which do not contain an opt out notice as described in 47 U.S.C. § 227. The Settlement Class excludes the 20,004 persons and entities (as identified by Tax Identification Number (“TIN”)) that were members of the healthcare provider networks to which PHX West had access during the Class Period (collectively, the **“In-Network Providers”**).

8. **“Released Parties”** means PHX West and PHX Inc. and their affiliated entities (if any); their predecessors and successors in interest and their present, former, and future affiliates, and the past and current officers, directors, shareholders, partners, members, employees, agents and insurers of the foregoing persons or entities in such capacities as they relate to the actions that are the subject of the Litigation. The Parties expressly agree that any person or entity named in this Settlement Agreement which is not a party to this Settlement Agreement is an intended third party beneficiary of this Agreement.

9. **“Settlement Class Member(s)”** means Plaintiffs and any member of the Settlement Class who is not excluded from the Settlement Class by the Court.

10. **“Released Claims”** means any and all causes of action, suits, claims, rights or demands, in law or in equity, known or unknown at this time, which any Settlement Class Member now has, did have, or may have in the future against the Released Parties, or any of them, under any legal theory, whether or not alleged, related to or arising from the transmission of unsolicited facsimile advertisements by or on behalf of PHX West and/or PHX Inc. to Settlement Class Members during the Class Period.

11. Plaintiffs, individually and on behalf of the Settlement Class, desire to settle their claims against PHX West and any potential claims against PHX Inc., having taken into account, through Plaintiffs' counsel, the risks, delay, and difficulties involved in establishing a right to recovery in excess of that offered by this settlement and the likelihood that further litigation will be protracted and expensive. Plaintiffs represent and warrant that they each owned or leased their respective facsimile machines which received the faxes at issue in the Litigation at the time the faxes were received. The warranties and representations made in this Agreement survive the execution of this Settlement Agreement.

12. Class Counsel has investigated the facts and the applicable law. Based on the foregoing, and upon an analysis of the benefits afforded by this Settlement Agreement, Class Counsel considers it to be in the best interest of the Settlement Class to enter into this Settlement Agreement.

13. In consideration of the foregoing and other valuable consideration, Plaintiffs, Plaintiffs' counsel, PHX West, and PHX Inc. agree to settle the claims of the Plaintiffs and the Settlement Class Members, subject to the Court's approval, on the following terms and conditions:

#### **TERMS**

1. **Incorporation of Recitals and Definitions.** The recitals and definitions set forth above are expressly incorporated into and made a part of this Agreement.

2. **Effective Date.** If there is no objection to the Court approving this Settlement, then the Settlement Agreement shall become effective (hereinafter, the "**Effective Date**") upon the occurrence of all of the following: (i) The Court's entry of a Final Approval

Order substantially in the form of Exhibit 4; and (ii) the expiration of five (5) days from the time that the Final Approval Order becomes final and non-appealable.

3. **Certification of the Settlement Class.** Solely for the purposes of settlement, the parties stipulate to certification of the Settlement Class. For settlement purposes only, the Parties agree that, as part of the Preliminary Approval Order, the Court may make preliminary findings and enter an order granting provisional certification of the Settlement Class subject to final findings and certification in the Final Approval Order, and appointing Plaintiffs as class representatives and appointing Class Counsel as Settlement Class Counsel. For settlement purposes only, the Settlement Class is certified pursuant to Rule 23(b)(3) of the Federal Rules of Civil Procedure. PHX West and PHX Inc. do not consent to certification of the Settlement Class for any purpose other than to effectuate the class-wide settlement of the Litigation as contemplated by this Agreement. If this Settlement Agreement is not approved by the Court or is terminated pursuant to its terms or for any other reason, or is disapproved in a final order by any court of competent jurisdiction: (i) the order certifying the Settlement Class and all preliminary and/or final findings or stipulations regarding certification of the Settlement Class shall be automatically vacated upon notice to the Court of this Settlement Agreement's termination or disapproval; (ii) this Action will proceed as though the Settlement Class had never been certified and any related findings or stipulations had never been made and neither this Settlement Agreement nor any other associated settlement document may be used in seeking class certification; and (iii) PHX West and PHX Inc. reserve all procedural or substantive rights as of the date of execution of this Settlement Agreement.

4. **PHX West and PHX Inc. Representations.** Defendant represents that, based on a review of its records, and the data it received from third-party fax broadcaster, Scrypt, Inc., approximately 33,870 unique fax numbers were identified to have been sent facsimiles similar to those attached as exhibits to the Class Action Complaint. The 33,870 fax recipients were “non-network” healthcare providers, meaning these healthcare providers were not members of healthcare provider networks to which PHX West had access. These faxes were sent by or on behalf of PHX West and/or PHX Inc. during the Settlement Class Period. PHX West will provide to Class Counsel and/or the Class Administrator the list of facsimile numbers and the names, and postal addresses of the subscribers to these facsimile numbers (the “**Fax List**”). Some Settlement Class members may have been sent more than one PHX West and/or PHX Inc. facsimile, but in no event were more than 67,000 faxes in total sent to those non-network healthcare provider recipients.

5. **Relief to Plaintiffs and the Settlement Class Members.** PHX West and PHX Inc. shall provide the following relief to Plaintiffs and the Settlement Class Members, subject to the Court’s approval:

- a. creation of a \$756,075.00 Settlement Fund (“**Settlement Fund**”) which shall be distributed as set forth below;
- b. notice and administrative expenses will be paid from the Settlement Fund; and
- c. after the notice and administrative expenses are deducted, as well as the legal fees and costs (as provided below) from the Settlement Fund, the remaining Settlement Fund (the “**Net Settlement Fund**”) shall be apportioned as follows, subject to court approval:
  - i. \$8,000 shall be paid from the Net Settlement Fund to plaintiff Dr. William P. Gress and \$4,000 shall be paid from the Net Settlement Fund to plaintiff AL and PO Corporation as an incentive award in recognition of their services as class representatives; and

- ii. each Settlement Class Member who submits a valid claim form will receive a check for its *pro rata* share of the Net Settlement Fund without a cap, after the amounts set forth in subparagraphs (b) and (c)(i) are distributed.
  - d. No amount of money remaining in the Net Settlement Fund shall revert to PHX West.
  - e. Any uncashed settlement checks or undistributed settlement funds remaining in the Net Settlement Fund after the redistribution of monies to the Settlement Class Members in Subparagraph 5(c)(ii), shall be distributed via *cy pres* to an entity agreed upon between the Parties and approved by the Court.
6. Within fourteen (14) days of the Effective Date, PHX West shall deliver the Settlement Fund to the Class Administrator to be held in trust for distribution to the Settlement Class. Within thirty (30) days following the Effective Date, the Class Administrator shall distribute the Settlement Fund in accordance with this Agreement.
7. Following entry of an order preliminarily approving the settlement (in a form substantially as attached as Exhibit 3 hereto) by the Court, each member of the Settlement Class shall have sixty (60) days to submit a claim form, to opt out, or object to the proposed settlement, after Notice (Exhibit 1 hereto) of the proposed settlement is sent to the Settlement Class as set forth in paragraph 15.
8. Costs associated with notice, claims administration and distribution of settlement checks shall be paid from the Settlement Fund. Administrative expenses include any work that the Class Administrator may perform as is deemed necessary by agreement of the parties. Defendant may select the Class Administrator and shall notify Plaintiffs' Counsel of its selection within ten (10) days after this Agreement is fully executed. Prior to Defendant's selection of a Class Administrator, counsel for Plaintiffs and Defendant shall exchange estimates

or bids from Class Administrators. Notice and administrative expenses shall not exceed \$50,000.00.

9. The settlement checks issued to the Settlement Class Members for payment of claims under this Agreement will be void after sixty (60) days from the date of issuance. Any Settlement Class Member who does not negotiate the claim payment check issued to them within sixty (60) days of the date of issuance of the settlement claim payment check, agrees that they rescind and withdraw their claim for monetary compensation under this Settlement Agreement but remain a Settlement Class Member and are bound by the terms of this Settlement Agreement.

10. **Undistributed Settlement Funds.** Within thirty (30) days following the last void date of the checks issued to Settlement Class Members for payment of claims, the Settlement Class Administrator will report to the Parties if there are any uncashed checks or unclaimed or undistributed settlement funds. In the event that there are undistributed funds in the Settlement Fund after all payments required under this Agreement are made, the Parties may make proposals to the Court for equal distribution of such remaining funds to a *cy pres* recipient.

11. **Release.** Upon the Effective Date, Plaintiffs and the Settlement Class Members, grant and provide the following unequivocal and irrevocable releases:

- a. Plaintiffs and the Settlement Class Members, hereby fully release and discharge the Released Parties from any and all liability for the Released Claims.
- b. Plaintiffs and each Settlement Class Member, hereby fully release and discharge the Released Parties from any and all liability for any and all causes of action, suits, claims, or demands, in law or in equity, known or unknown at this time, which each such Settlement Class member now has or ever had against the Released Parties, or any of them, under any legal theory, whether or not alleged, related to the Released Claims.



12. **Complete Defense.** This Settlement Agreement may be pleaded as a full and complete defense to any action, suit or other proceeding that may be instituted or prosecuted with respect to the claims released herein. Without admitting that California law or the laws of any other state apply to this Agreement or that the release provided by Plaintiffs and the Settlement Class is a general release, the Parties agree that upon the Effective Date, the Settlement Class shall be deemed to have waived and shall have expressly waived the provisions and benefits of California Civil Code §1542, which provides that a general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her, must have materially affected his or settlement with the debtor. Further, Plaintiffs and the Settlement Class Members, expressly waive any and all provisions and rights or benefits which may be conferred upon them by any law, statute, ordinance or regulation which is similar, comparable or equivalent to California Civil Code §1542.

13. **Effects of Non-Approval of Settlement.** If this Settlement Agreement is not approved by the Court or for any reason does not become effective, it shall be deemed null and void and shall be without prejudice to the rights of the parties hereto and shall not be used in any subsequent proceedings in this or any other litigation, or in any manner whatsoever.

14. **Attorneys' Fees, Notice Costs and Related Matters.** The Class Administrator will administer the Settlement Fund for the benefit of the Settlement Class Members. Class Counsel will request approval from the Court for attorneys' fees in an amount not to exceed 1/3 of the Net Settlement Fund. Edelman, Combs, Lattuner & Goodwin, LLC and Siprut PC agreed in separate agreement on the allocation of any Attorneys' Fees awarded by the Court. Class Counsel will not request additional fees or costs from Defendant or the

Settlement Class Members other than the above-referenced sums. Class Counsel shall file their fee petition twenty-eight (28) days prior to the deadline to submit objections, as set forth in paragraph 17.

15. **Notice.** Within five (5) days of entry of the Preliminary Approval Order, PHX West's Counsel shall provide Class Counsel and/or the Class Administrator with the Fax List in MS Word or Excel format. Within thirty-five (35) days of entry of the Preliminary Approval Order, the Class Administrator shall cause a Notice in the form of Exhibit 1 which includes a Claim Form to be faxed to each Settlement Class Member on the Fax List. The Class Administrator shall make at least two attempts to transmit the Notice by fax to those numbers where the initial transmission failed.

Within twenty-one (21) days of the date that the Notice was first sent by fax, the Class Administrator may send the Notice and Claim Form by fax and/or U.S. Mail to each Settlement Class Member who did not submit a Claim form or otherwise respond to the Class Notice by that date. If notice is sent by fax, the Class Administrator shall make at least two attempts to transmit the Notice by fax to those numbers where the initial transmission failed. If notice is sent by U.S. Mail, the addresses provided by Defendant on the Fax List shall be run through a NCOA database prior to being mailed. The postage rate selected for the mailing of the Notice shall provide for notification of forwarding addresses. If the Notices are returned by the Postal Service as undeliverable, Class Counsel or the Class Administrator may undertake further reasonable efforts to locate that person or entity to re-send the Notice to that member of the Settlement Class. If the Notice is returned by the Postal Service with a forwarding address or other error that can be ascertained and corrected, then Class Counsel or the Class Administrator shall re-send by first class mail, the Notice to the new address within five (5) days.

Class Counsel will also post the Notice in the form of Exhibit 2, excluding a Claim Form, and this Settlement Agreement (excluding exhibits) on their firms' respective websites. Class Counsel or the Class Administrator shall provide any Settlement Class Member who contacts either of them and requests a copy of the Notice or Claim Form with the Notice.

The Class Administrator may create a website which allows for electronic submission of Claim Forms. Any website created by the Class Administrator may also post the Notices (Exhibits 1-2), Claim Form, Preliminary Approval Order, and Settlement Agreement (excluding exhibits).

Class Counsel and/or the Class Administrator shall retain all documents and records generated during the administration of the settlement including records of notice given to Class Members, confirmations of transmittals of such notices by email, records of undelivered email, claim forms, and payment to Class Members for a period of one year following the issuance of the Final Approval Order, and the expiration of all deadlines for appeal therefrom. The Fax List and all other documents and records generated during the administration of the settlement shall be used for purposes consistent with notice and administration of this settlement and for no other purpose.

16. **Claim Validation.** The Class Administrator shall attempt to match the fax number provided by the Settlement Class Member on a returned Claim Form to a fax number on the Fax List. If the fax number does not match, then Class Counsel or the Class Administrator shall follow-up with the Settlement Class Member and inquire if they were a subscriber to other fax numbers during the Class Period (to ascertain if any different fax number is a number on the Fax List), in an effort to determine whether the claim is a valid claim.

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

Settlement Class Members submitting valid claim forms shall be paid a pro rata share of the Settlement Fund in accordance with this Agreement.

17. **Right to Object.** Any Settlement Class Member may object to the Settlement Agreement and appear in person or through counsel, at his, her or its own expense. The deadline to object shall be set by the Court in the Preliminary Approval Order and the Parties shall propose that it be at least sixty (60) days after the Notice is sent. Any Settlement Class Member may object to the Settlement Agreement by filing with the Court and mailing a copy of the objection to Plaintiff's Counsel and Defendant's Counsel. Any objection must include: (i) the name, address, and facsimile phone number of the person(s) or entity objecting to the Settlement Agreement; (ii) a statement of the objection to the Settlement Agreement; (iii) an explanation of the legal and factual basis for the objection; and (iv) documentation, if any, to support the objection.

18. **Right of Exclusion.** All Class Members who properly file a timely written request for exclusion from the Settlement Class shall be excluded from the Settlement Class and shall have no rights as Settlement Class Members pursuant to this Settlement

Agreement. A request for exclusion must be in writing and state the name, address, and facsimile phone number (to which fax was sent) of the person(s) or entity seeking exclusion. Each request must also contain a signed statement providing that: "I/we hereby request that I/we be excluded from the proposed Settlement Class in the Litigation." The request must be mailed to Class Counsel or the Class Administrator at the address provided in the Notice and postmarked or received by Class Counsel or the Class Administrator on such date as set by the Court. A request for exclusion that does not include all of the foregoing information, or that is sent to an address other than the one designated in the Notice, or that is not postmarked or received by Class Counsel or the Class Administrator within the time specified, shall be invalid and the person(s) serving such a request shall remain a Settlement Class Member and shall be bound by the terms of the Settlement Agreement, if approved. Class Members shall have at least sixty (60) days from the date that Notice is sent to opt out of the settlement set forth in this Settlement Agreement.

19. **Preliminary Approval.** As soon as practicable after execution of this Settlement Agreement, Class Counsel shall file a Motion for Preliminary Approval of this Settlement Agreement and shall present such motion to the Court requesting the entry of a Preliminary Approval Order substantially in the form of Exhibit 3 or in such other form which is mutually acceptable to the Parties.

20. **Final Approval.** Class Counsel shall file a memorandum in support of final approval of the Settlement, prior to the date the Court sets for the final approval hearing. Prior to the filing of the Final Approval Memorandum, Class Counsel shall file a petition for an award of attorneys' fees and costs. The Parties shall request the Court to enter a Final Approval Order substantially in the form of Exhibit 4, or in another form which is mutually acceptable to

the Parties. Pursuant to CAFA, the Final Approval Order shall not be entered until the expiration of at least ninety (90) days from the date the preliminary approval order was entered. Entry of a Final Approval Order substantially in the form of Exhibit 4 or in another form which is mutually acceptable to the Parties is a condition precedent to this Settlement Agreement becoming fully effective. In the event a Final Approval Order substantially in the form of Exhibit 4 or in another form which is mutually acceptable to the Parties is not entered, then this Agreement shall be null and void and is rescinded.

21. The fact that the Court may require non-substantive changes to documents attached as Exhibits 1 through 4 does not invalidate this Settlement Agreement.

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

23. **Dismissal Order.** At the hearing on Final Approval of the Settlement, Class Counsel shall present an Order or Stipulation of Dismissal dismissing the claims of Plaintiffs and the Settlement Class Members, except those who have opted out of or been excluded from the Settlement, against PHX West and PHX Inc. with prejudice and without costs, except as those provided by the parties' agreement.

24. **Applicable Law.** This Settlement Agreement shall be governed by and interpreted in accordance with the state law of the State of Illinois without regard to conflicts of law principles.

25. **No Solicitation of In-Network Providers.** Class Counsel represents that as of the date of execution of this Agreement for the purpose of making the representations set forth in this paragraph, it has not been retained to represent any of the 20,004 In-Network Providers (as defined in Paragraph 7) who has identified a claim against PHX West related to or arising out of PHX West and/or PHX Inc.'s sending of faxes promoting the commercial availability or quality of its property, goods or services and which do not contain an opt out notice as described in 47 U.S.C. § 227, or related to the claims alleged in the Litigation..

26. **Miscellaneous Provisions.** The Parties and their attorneys agree to cooperate fully and in good faith with one another in seeking approval of this Settlement Agreement, and to use their best efforts to effect the consummation of this Settlement Agreement and the settlement provided for herein. Whether or not this Settlement Agreement and the settlement contemplated hereunder are consummated, this Settlement Agreement and the proceedings had in connection herewith shall in no event be construed as, or be deemed to be, evidence of an admission or concession on the part of PHX West of any liability or wrongdoing whatsoever.

27. **Benefit of this Settlement Agreement.** This Settlement Agreement shall be binding upon and inure to the benefit of the Plaintiffs, the Released Parties and Settlement Class Members and each of their respective successors and personal representatives, predecessors, affiliates, heirs, executors and assigns. It is expressly understood by the Parties that the Released Parties are intended third-party beneficiaries of this Agreement.

28. **Authority.** The Parties hereby represent to one another that they have full power and authority to enter into this Settlement Agreement and carry out their obligations.

29. **Right to Set Aside Settlement Agreement.** PHX West and/or PHX Inc. shall have the right, but not the obligation, to set aside or to rescind this Settlement Agreement, if more than 100 Settlement Class members submit non-duplicative, timely and valid requests for exclusion from this Settlement Class. PHX West and/or PHX Inc. must timely exercise its right to rescind the Agreement by filing a Notice of Rescission with the Clerk of the Court prior to the entry of a Final Approval Order by the Court.

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

31. **Counterparts.** This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument. Signatures provided by facsimile or email shall be deemed legal and binding for all purposes.

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

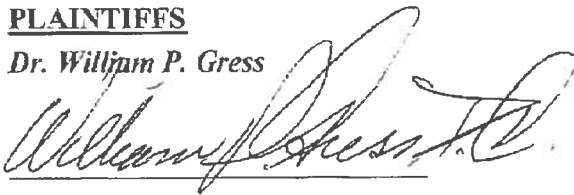
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IN WITNESS WHEREOF, the Parties have caused this Settlement Agreement to be duly executed and delivered by their duly authorized representatives on the date last written below:

**PLAINTIFFS**

*Dr. William P. Gress*




*AL and PO Corporation*

By: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
Joseph J. Sipur  
Ismael T. Salam  
SIPRUT PC  
17 N. State Street, Suite 1600  
Chicago, Illinois 60602  
(312) 236-0000  
(312) 241-1260 (FAX)

  
Daniel A. Edelman  
Heather Kolbus  
EDELMAN, COMBS, LATTURNER  
& GOODWIN, LLC  
20 S. Clark Street, Suite 1500  
Chicago, IL 60603  
(312) 739-4200  
(312) 419-0379 (FAX)

*Counsel for Plaintiffs William P. Gress,  
AL and PO Corporation, and the Class*

**DEFENDANT**

*Premier Healthcare Exchange West, Inc.*

By: \_\_\_\_\_

Its: \_\_\_\_\_

*Premier Healthcare Exchange, Inc.*

By: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
David S. Almeida  
David M. Poell  
SHEPPARD MULLIN RICHTER  
& HAMPTON LLP  
70 W. Madison Street, 48<sup>th</sup> Floor  
Chicago, IL 60602  
(312) 499-6300  
(312) 499-6301 (FAX)

*Counsel for Defendant Premier  
Healthcare Exchange West, Inc. and  
Premier Healthcare Exchange, Inc.*

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**PLAINTIFFS**

***Dr. William P. Gress***

\_\_\_\_\_

***AL and PO Corporation***

By: \_\_\_\_\_

Its: \_\_\_\_\_

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Joseph J. Siprut  
Ismael T. Salam  
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*Counsel for Plaintiffs William P. Gress,  
AL and PO Corporation, and the Class*

**DEFENDANT**

***Premier Healthcare Exchange West, Inc.***

By:  \_\_\_\_\_

Its: CFO \_\_\_\_\_

***Premier Healthcare Exchange, Inc.***

By:  \_\_\_\_\_

Its: CFO \_\_\_\_\_

\_\_\_\_\_  
David S. Almeida  
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*Counsel for Defendant Premier  
Healthcare Exchange West, Inc. and  
Premier Healthcare Exchange, Inc.*

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*Dr. William P. Gress*

\_\_\_\_\_

*AL and PO Corporation*

By: \_\_\_\_\_

Its: \_\_\_\_\_

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*Counsel for Plaintiffs William P. Gress,  
AL and PO Corporation, and the Class*

**DEFENDANT**

*Premier Healthcare Exchange West, Inc.*

By: \_\_\_\_\_

Its: \_\_\_\_\_

*Premier Healthcare Exchange, Inc.*

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Its: \_\_\_\_\_

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*Counsel for Defendant Premier  
Healthcare Exchange West, Inc. and  
Premier Healthcare Exchange, Inc.*

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\_\_\_\_\_

*AL and PO Corporation*

By: \_\_\_\_\_

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*Counsel for Plaintiffs William P. Gress,  
AL and PO Corporation, and the Class*

**DEFENDANT**

*Premier Healthcare Exchange West, Inc.*

By: \_\_\_\_\_

Its: \_\_\_\_\_

*Premier Healthcare Exchange, Inc.*

By: \_\_\_\_\_

Its: \_\_\_\_\_



\_\_\_\_\_  
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David M. Poell  
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