

United States District Court for the Western District of Wisconsin

*Micone v. UMR, Inc.*, No. 3:23-CV-00513

**RELEASE OF ER CLAIMS**

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**MUST BE SIGNED BY PARTICIPANT OR BENEFICIARY PRIOR TO RECEIVING  
A SETTLEMENT PAYMENT FOR A COVERED ER CLAIM**

1. UMR, Inc. (“UMR”) and the Acting Secretary of Labor, United States Department of Labor (“DOL”) have agreed to settle a legal case captioned *Micone v. UMR, Inc.*, Case No. 23-cv-00513 (W.D. Wis.), (the “Action”), and pursuant to the terms of the settlement, I may be entitled to receive a payment for a Covered ER Claim, as more fully explained in the Consent Order and Judgment (“Consent Judgment”), available at [www.UDSERSettlement.com](http://www.UDSERSettlement.com).

2. In exchange for any payment for a Covered ER Claim, I and my agents, assigns, or successors (including any provider to whom benefits were assigned), are releasing all actual or potential claims, known or unknown, against all Released Parties (as defined below) related to the matters addressed in the Action, including any claims arising from or in any way relating to: (1) the denial or handling of claims for hospital emergency room services (“ER Claims”), or (2) any processing of such ER Claims, appeals, or related communications, pursuant to the practices alleged in the Action, from January 1, 2015, to March 19, 2025.

3. “Released Parties” means UMR, and each of its past and present agents, attorneys, trustees, consultants, representatives, servants, partners, principals, officers, directors, shareholders, members, employees, employers, parents, affiliates, subsidiaries, joint venturers, insurers, current and former plan customers or clients, predecessors, or successors that are based upon, relate to, or arise out of the allegations in the Action and any investigation incident thereto.

4. I understand and acknowledge that the Settlement Administrator will make decisions regarding the payment for Covered ER Claim(s) under the settlement and that this Release remains effective and binding even if I disagree with the amount of the payment for Covered ER Claim(s).

5. I understand that signing this Release will not preclude my receipt of other payments, if any, that UMR may be required to provide under the Consent Judgment.

6. I understand and agree that this is a compromise of a disputed claim and that neither the payment for Covered ER Claim(s), the Consent Judgment, nor any act performed or document executed pursuant to or in furtherance of the Consent Judgment may be deemed to be an admission of or denial of any of the claims released pursuant to this Release.

7. I understand and acknowledge that this Release applies to claims of which I might not presently be aware, and have considered the possibility that the number, nature, or magnitude of all claims that are released by this Release may not currently be known.

8. I represent and warrant that I have carefully read and understand this Release and that I executed it freely, voluntarily, and without being pressured or influenced by, or relying on, any statement or representation made by any person or entity acting on behalf of UMR.

9. I represent and warrant that I have authority to execute this Release and that I am the sole and exclusive owner of all claims that I am releasing pursuant to this settlement.

I acknowledge that I have read and understand this Release and that I have freely executed it by signing below.

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature