IN THE UNITED STATES COURT OF FEDERAL CLAIMS

COMMON GROUND HEALTHCARE COOPERATIVE, Plaintiff, on behalf of itself and all others similarly situated, vs. THE UNITED STATES OF AMERICA, Defendant.	No. 1:17-cv-00877-KCD (Judge Davis)

UNOPPOSED MOTION FOR APPROVAL
OF SELECTHEALTH IDAHO AND ASPIRUS SETTLEMENTS WITH DEFENDANT

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Plaintiff Common Ground Healthcare Cooperative ("Common Ground" or "Plaintiff") respectfully submits this unopposed Motion, pursuant to Rule 23 of the Rules of the United States Court of Federal Claims ("RCFC" or "Rules"), for an order:

(1) approving the Proposed Settlement Agreements with Defendant for the SelectHealth Idaho CSR and Aspirus CSR Settlement Classes, *see* Exs. A & B hereto;

(2) certifying the proposed Settlement Classes;

(3) ordering the claims administrator to distribute 95% of the Settlement funds, once received, with the remaining 5% held until the Court's resolution of Class Counsel's pending 5% fee petition for the broader CSR Settlement Classes.

The motion is based upon this motion and the exhibits attached thereto, the pleadings and other papers on file in this action, such matters over which the Court may take judicial notice, and such arguments that may be presented at or before the fairness hearing.

Due to the single-class member nature of the proposed Settlement Classes, each class member was heavily involved in the negotiation and finalization of their respective Settlement Agreements. Each is therefore intimately familiar with the terms thereto and has further submitted a declaration confirming (a) they have received adequate notice of their Settlement Agreement and its terms, and (b) have no objections to it or Class Counsel's 5% fee request. *See* Exs. C & D.

I. PRELIMINARY STATEMENT

On November 6, 2025, this Court finally approved a settlement reached with the Government for a broad subclass of plaintiffs pursuing cost-sharing reduction ("CSR") claims. Dkt. 294. Previously, however, the Court had divided out certain class members with unique disputes with the government to resolve their claims via a separate process, naming them the "CSR Dispute Subclass." Dkt. 269. Two of those subclass members are SelectHealth Idaho (HIOS ID 26002) and Aspirus Health Plan, Inc. (HIOS ID 86584). Each has since resolved the issues that led to their placement in the CSR Dispute Subclass and entered into settlement agreements with

the Government that utilize the same methodology as the finally approved, broader CSR settlement. Those settlements yield SelectHealth Idaho $16,948,797.72 and Aspirus $6,054,107.32. Ex. A ¶ 5, Ex. B ¶ 5. Plaintiff now respectfully requests that the Court approve each of these new settlements because they represent an outstanding recovery for the SelectHealth Idaho CSR and Aspirus CSR Subclasses. Dkt. 314.

Confirming this point is that each of SelectHealth Idaho and Aspirus were informed of their respective settlements' terms at each step of the negotiation process and specifically authorized Class Counsel to sign the Settlement Agreements on their behalf. They have submitted declarations confirming not only that they have received what they deem adequate notice of the settlements, but also have no objection to their approval. Plaintiff therefore submits the next step is for the Court to conduct a fairness hearing in accordance with RCFC 23(e)(2), so that these class members may receive the approval they believe proper and hopefully receive payment this year.

II. ARGUMENT

A. The Court May Proceed to Final Approval Because the Class Members Have Acknowledged They Received Notice and Do Not Object to the Settlements

RCFC 23(e)(1)(A) establishes a first step for the Court to determine "whether to give notice of the proposal to the class." That decision is based on whether the parties can show the Court will likely be able to approve the proposed settlement and certify a class for purposes of judgment on the proposal. RCFC 23(e)(1)(B). Given the Court has already made those determinations for a substantially identical settlement, Plaintiffs submit it could easily do so again here.

In this particular circumstance, however, Plaintiff believes the Court can either skip or substantially shorten preliminary approval and notice because each affected Subclass member has already confirmed they received notice of the settlement at the time it was signed, and also have

no objection to it—indeed, are happy with its terms. *See* Exs. C & D. Under such facts, there are no due process concerns with preliminary approval, notice, or an objection period. Nevertheless, in the alternative, the Court can preliminarily approve the settlements based on the below showings, direct Class Counsel to provide notice via email to SelectHealth Idaho and Aspirus (as it did throughout the settlement negotiation process), and provide a final opportunity to object, if they so desire. Either way, a fairness hearing at the Court's convenience is an appropriate next step.

B. The Court Should Approve the Settlements Because They Are "Fair, Reasonable, and Adequate"

Settlement is a strongly favored method for resolving class action litigation. *See Sabo v. United States*, 102 Fed. Cl. 619, 626 (2011) ("In general, '[s]ettlement is always favored,' especially in class actions where the avoidance of formal litigation can save valuable time and resources."); *Berkley v. United States*, 59 Fed. Cl. 675, 681 (2004) ("Class actions, by their complex nature, carry with them a particularly strong public and judicial policy in favor of settlement.").

Under RCFC 23(e)(2), the Court may only approve a class action settlement if it finds that it is "fair, reasonable, and adequate." *Raulerson v. United States*, 108 Fed. Cl. 675, 677 (2013) (citing RCFC 23(e)(2)).[1] In considering that question, RCFC 23(e)(2) provides that courts should consider whether:

> (A) the class representatives and class counsel have adequately represented the class;
>
> (B) the proposal was negotiated at arm's length;

[1] "[RCFC 23] is modeled on Fed. R. Civ. P. 23, and while there are differences, cases from other federal courts that apply Fed. R. Civ. P. 23 are relevant to this court's interpretation of RCFC 23." *Dauphin Island Prop. Owners Ass'n v. United States*, 90 Fed. Cl. 95, 102 (2009).

> (C) the relief provided for the class is adequate, taking into account: (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims; (iii) the terms of any proposed award of attorney's fees, including timing of payment; and (iv) any agreement required to be identified under Rule 23(e)(3); and
>
> (D) the proposal treats class members equitably relative to each other.

Id.

Although there are "no definitive list of factors that the Court must apply" to assess whether to finally approve a proposed settlement, the Court routinely looks at the following six factors which largely overlap with the four considerations of RCFC 23(e)(2) during preliminary approval:

> 1. The relative strengths of plaintiffs' case compared to the proposed settlement;
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> 2. The recommendation of class counsel, taking into account the adequacy of class counsels' representation;
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> 3. The reaction of the class members to the proposed settlement, taking into account the adequacy of notice to the class members of the settlement terms;
>
> 4. The fairness of the settlement to the entire class;
>
> 5. The fairness of the provision for attorney's fees; and
>
> 6. The ability of the defendant to withstand greater judgment, taking into account whether the defendant is a governmental actor or private entity.

Raulerson, 108 Fed. Cl. at 677 (2013) (internal citations omitted). And in evaluating these factors "[t]he Court has considerable discretion as to what weight to afford each factor in the factual context of the case before it, and settlement is always favored. *Id*. (internal citations omitted).

All relevant factors favor settlement.

1. <u>The Settlements Reflect the Strength of the Settlement Classes' Case</u>

As Common Ground explained at length in its previous Motion for Preliminary Approval of the broader CSR class settlement (Dkt. 278), the settlement methodology utilized in that and the settlements at issue here reflects a near 100% recovery for the settling plaintiffs. Plaintiffs asserting CSR claims have a strong case, and the settlement value, representing near total recovery,

reflects that. The United States Court of Appeals for the Federal Circuit instructed that the damages here would be the full CSR amounts owed each year under the statute, reduced by "the amount of additional premium tax credit payments that each insurer received as a result of the government's termination of cost-sharing reduction payments." *Cmty. Health Choice, Inc. v. United States*, 970 F.3d 1364, 1367 (Fed. Cir. 2020). The Federal Circuit also noted that, upon remand, the plaintiff insurers may prove that "other factors, such as market forces or increased medical costs" may have caused some of the silver-level premium increases and if so, "the government's liability is not reduced by the tax credits attributable to these other factors." *Id*. at 1380.

The settlement values reflect this instruction and offer the parties' best approximation of those net damages. Common Ground retained experts at FTI Consulting who formulated an actuarial methodology to calculate the CSR amounts owed to the broader CSR classes—of which both SelectHealth Idaho and Aspirus were members at the time of the consultation—and the premium tax credit payment values. *See generally* Dkt. 278-5 (FTI Report). With very minor modifications, the Government adopted Plaintiff's proposal.

And the settlements are actually more favorable than litigating damages, because it flexibly provides the opportunity for SelectHealth Idaho and Aspirus to elect between multiple methodologies in the pursuit of efficiency and/or increased damages. This is because the Government agreed, for purposes of for purposes of medical loss ratio ("MLR") reporting and rebate calculations, to allow, but not to require settling class members to "choose to include the portion of the settlement amount net of any and all legal fees, costs and expenses (including, but not limited to, CSR reconciliation costs) incurred in pursuing and obtaining that settlement payment, rather than the entire settlement amount" and further allow settling class members to "report – for MLR purposes and rebate calculations – settlement payments (net of legal fees and

costs) in the year actually received, rather than the year for which the CSR payments were originally owed" which is a boon to settling class members who are therefore not obliged to recalculate and repay old MLR payments. *See* Dkt. 278-6 (Ex. 4, Sept. 19, 2023 Letter); *see also* Dkt. 278-1 (Settlement) ¶ 13.

Notably, the settlements do not include any discounts for litigation risk or any other factors. And the settlement awards include interest. *Id.* ¶¶ 5, 8.

The near total relief to SelectHealth Idaho and Aspirus is more than adequate considering "the costs, risks, and delay of trial and appeal." Rule 23(e)(2)(C)(i). With the guidance from the Federal Circuit's decision regarding the damages owed by Defendant to SelectHealth Idaho and Aspirus, there would be little to gain by expending considerable time and expense litigating damages to conclusion. *See Mercier v. United States*, 156 Fed. Cl. 580, 586-87 (2021) ("In addition to the[] risks of continued litigation, there is no question that further litigation would be expensive, complex, and likely of substantial duration…. A fair settlement is preferable to years of additional litigation."). As it is, negotiating a suitable actuarial methodology for calculating damages and gathering the relevant data from each class member to employ the methodology took, quite literally, years. In contrast, the settlements provide a recovery representing nearly 100% of the Settlement Classes' net damages now.

Because "all litigation carries risk, and that the settlement requires defendant to pay all [] class members the full value of their damages (as determined by joint appraisal), as well as substantial prejudgment interest, and statutory attorney's fees and costs [] this factor favors approval." *Raulerson*, 108 Fed. Cl. at 678.

2. Class Counsel Recommends Settlement

"[T]he professional judgment of plaintiff's counsel is entitled to considerable weight in the

court's determination of the overall adequacy of the settlement." *Dauphin Island Prop. Owners Ass'n v. United States*, 90 Fed. Cl. 95, 104 (2009) (finally approving settlement as fair, reasonable, and adequate) (internal citations omitted).

"A presumption of fairness, adequacy, and reasonableness may attach to a class settlement reached in arm's length negotiations between experienced, capable counsel after meaningful discovery." *In re Fed. Nat'l Mortg. Assoc. Secs., Derivative, & "ERISA" Litig.*, 4 F. Supp. 3d 94, 102 (D.D.C. 2013); *see also City of Providence v. Aeropostale, Inc.*, 2014 WL 1883494, at *4 (S.D.N.Y. May 9, 2014) (applying an "initial presumption of fairness and adequacy" where "[s]ettlement was reached by experienced, fully-informed counsel after arm's-length negotiations"), *aff'd sub nom. Arbuthnot v. Pierson*, 607 F. App'x 73 (2d Cir. 2015). And in preliminarily granting the broader CSR class settlement, the Court granted such approval in light of (i) the adequacy and experience of Class Counsel and (ii) because the settlement negotiations were conducted at arm's length.

The settlements continue to embody all the hallmarks of a procedurally fair resolution. Class Counsel's settlement posture was informed by the extensive, years-long litigation efforts that preceded the proposed settlements, including an appellate ruling confirming that the Government is liable to the Settlement Classes for its failure "to make cost-sharing reduction payments under section 1402" and the additional holdings that, as to damages, the 2017 subclass is "entitled to recover as damages the full amount of unpaid cost-sharing reduction reimbursements" and that "the appropriate measure of damages" for the 2018 and 2019 subclasses are the unpaid cost-sharing reduction reimbursements reduced by "the amount of additional premium tax credit payments that each insurer received as a result of the government's termination of cost-sharing reduction payments." *Cmty. Health Choice*, 970 F.3d at 1367-71.

Class Counsel zealously pursued this case—pioneering the theory of liability, litigating the claims for many years (in multiple courts), defeating the Government's motion to dismiss (Dkt. 48), moving for and obtaining summary judgment (*id.*), obtaining certification of the four subclasses, three of which comprise the Settlement Classes here (Dkts. 30, 90, 258), and securing a $1.7 billion partial Judgment (Dkts. 71, 111).

With clear guidelines from the Federal Circuit as to the appropriate damages, the parties turned to negotiating a settlement to avoid further delay to the Settlement Classes who were owed repayment between five and nine years ago. These negotiations, which involved complex actuarial calculations undertaken by experts, were conducted at arm's length over a period of years. *Dauphin*, 90 Fed. Cl. at 107 (approving settlement that was "achieved through good-faith, non-collusive negotiation"). Class Counsel were well-informed of the facts and issues concerning damages streams and the relative strengths and weaknesses of each side's litigation position. Class Counsel have decades of experience litigating complex class action and healthcare cases and have negotiated settlements in a wide range of cases. Dkt. 30 at 12-13 ("The court finds that Quinn Emanuel has the experience and resources necessary to handle class actions"). Class Counsel used their specific case knowledge and experience to negotiate the proposed settlements, which will fully resolve this complex and challenging case as to each of SelectHealth Idaho and Aspirus. *See In re Fed. Nat'l Mortg. Assoc. Secs., Derivative, &"ERISA" Litig.*, 4 F. Supp. 3d at 107 ("The opinion of experienced counsel should be afforded substantial consideration by a court in evaluating the reasonableness of a proposed settlement").

Government counsel, who are highly experienced and capable, vigorously advocated their client's positions in the settlement negotiations. And the settlements have been reviewed and accepted by the Attorney General. This Court further reviewed and approved a substantially

identical settlement for the broader CSR classes. Finally, both SelectHealth Idaho and Aspirus were informed of and approved each step of the negotiation.

"Absent fraud or collusion," courts "should be hesitant to substitute [their] judgment for that of the parties who negotiated the settlement." *In re Graña y Montero S.A.A. Sec. Litig.*, 2021 WL 4173684, at *11 (E.D.N.Y. Aug. 13, 2012) (alterations in original); *Nat'l Treasury Emps. Union v. United States*, 54 Fed. Cl. 791, 797 (2002) ("[T]he professional judgment of plaintiff's counsel is 'entitled to considerable weight in the court's determination of the overall adequacy of the settlement.'"). "Accordingly, acceptance of the settlement by counsel for the class certainly weighs in favor of a finding of fairness." *Dauphin*, 90 Fed. Cl. at 104 (2009).

3. SelectHealth Idaho and Aspirus Each Approve of Their Respective Settlement

Neither SelectHealth Idaho nor Aspirus object to their settlement; in fact, both wholeheartedly approve of its terms. Exs. C & D. This "strongly favor[s] settlement" because, with ***zero*** objections, the settlement is presumably fair and adequate. *Cf. Stoetzner v. U.S. Steel Corp.*, 897 F.2d 115, 119 (3d Cir. 1990) (finding twenty-nine objections out of two hundred and eighty-one class members "strongly favors settlement"); *see also Berkley*, 59 Fed. Cl. at 687 ("A settlement can be fair notwithstanding a large number of class members who oppose [it]") (internal citations omitted) (collecting similar cases); *Nat'l Treasury Emps. Union*, 54 Fed.Cl. at 798 ("[a] fair settlement need not satisfy every concern of the plaintiff class") (internal quotations omitted).

4. The Settlements Are Fair to Each Class Member

Because each settlement only has one class member, there is no question it will be fairly and effectively distributed, which favors settlement. *See* Rule 23(e)(2)(C)(ii). The proposed settlements contemplate that each class member receives "the full amount of unpaid cost-sharing

reduction reimbursements" less any applicable "additional premium tax credit payments that each insurer received as a result of the government's termination of cost-sharing reduction payments." *Cmty. Health Choice*, 970 F.3d at 1367-71. That approach, which each settling class member agrees is fair to them, favors approval.

5. The Attorney's Fee Petition Process Will Not Delay the Settlement Class Members' Collection

The terms of the proposed award of attorney's fees, including the timing of payment is more than fair to the Classes. Rule 23(e)(2)(C)(iii). Class Counsel previously moved for attorney's fees from the broader CSR class settlement and the parties agree that the percentage the Court awarded for that settlement (5%) should apply here, and for the same reasons. *See, e.g.*, Dkts. 153, 154, 317. SelectHealth Idaho and Aspirus have no objection to that fee request. Exs. C & D. However, in order to avoid any delay in the Settlement Classes members' recovery, Class Counsel respectfully requests that the Court order it may distribute 95% of the settlement awards pending Class Counsel's fee request to ensure each of SelectHealth Idaho and Aspirus expeditiously receive their long overdue damages, consistent with prior practice in this case. *See, e.g.,* Dkt. 152 (disbursing 95% of the judgment funds to class and holding 5% in escrow pending resolution of Class Counsel's motion for fees).

As Class Counsel explained in its fee petition—and the Court recently confirmed, (Dkt. 317)—its request for a 5% fee is reasonable and fair. *See*, *e.g. Berkley*, 59 Fed. Cl. at 712 (2004) ("Although the range of fee percentages in class action settlements varies widely, a seven percent attorney fee is proportionally far less than attorney fee provisions in other class action settlements that have been approved by trial courts and validated by appellate courts. Recently, the Court of Federal Claims approved a settlement that provided for 10 percent attorney fees, noting that it is

"well below the typical 20–30% fee awards in class actions.") (internal quotations omitted); *Dauphin*, 90 Fed. Cl. at 106 (2009) (similar). Thus, this factor too favors settlement.

6. The Government Can Withstand this Judgment

This factor has little relevance where the Defendant, like here, is the Government. *Raulerson*, 108 Fed. Cl. at 679 ("Although the government can theoretically always withstand greater judgment because of Congress's ability to tax, it would ultimately fall to the taxpayers to provide the necessary funds. Thus, this factor has little relevance here.") (internal citations and quotations omitted); *Dauphin*, 90 Fed. Cl. at 106 (2009) (similar).

C. The Settlement Classes Are Certifiable

The Court previously certified the 2017-2018 CSR Class on April 17, 2018. Dkt. 30 at 17. On May 29, 2020, the Court certified the 2019 CSR Class. Dkt. 90 at 2. In certifying these classes, the Court found that the classes each satisfied RCFC 23(a)'s numerosity, commonality, typicality, and adequacy requirements, as well as that a class action is superior to other available methods for fairly and efficiently adjudicating the controversy. Dkts. 30, 90.

On April 7, 2025, the Court granted the parties' joint motion to divide the 2017-2018 CSR Class into four subclasses: (1) the 2017 CSR Subclass, (2) 2018 CSR Subclass, (3) 2019 CSR Subclass, and (4) Not-Pursuing-Claims-Beyond-2017 Subclass. With the exception of the one opt-out, the first three subclasses overlap entirely with the Settlement Class definitions. *See* Dkt. 278-1 (Settlement) at 1 n.1. The Court then finally approved the settlement classes. Dkt. 294.

Because the Court has already certified classes that are much larger, but overlap in substance with respect to the claims asserted by SelectHealth Idaho and Aspirus, Common Ground respectfully submits that the Court has already effectively determined that the Settlement Classes at issue in this motion are certifiable.

III. CONCLUSION

For the foregoing reasons, Common Ground respectfully requests that the Court (1) approve the proposed SelectHealth Idaho and Aspirus settlements, (2) certify the SelectHealth Idaho CSR and Aspirus CSR Settlement Classes, (3) pursuant to the settlements, enter judgment for SelectHealth Idaho in the amount of $16,948,797.72 and for Aspirus in the amount of $6,054,107.32 and (3) order that the claims administrator may distribute 95% of the settlements now, with the remaining 5% held until the Court determines Class Counsel's 5% fee petition.

Dated: June 5, 2026

Respectfully submitted,

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IN THE UNITED STATES COURT OF FEDERAL CLAIMS

COMMON GROUND HEALTHCARE COOPERATIVE, Plaintiff, on behalf of itself and all others similarly situated, v. THE UNITED STATES, Defendant.	No. 17-877 Judge Davis

SETTLEMENT AGREEMENT AND RELEASE

For the purpose of finally disposing of and settling the claims of the SelectHealth Idaho CSR Subclass against Defendant in this action,[1] without any further judicial proceedings and without there being any trial or adjudication of any issue of law or fact, and without constituting an admission of liability on the part of the Defendant, and for no other purpose, the parties stipulate and agree as follows:

1. In section 1402 of the Patient Protection and Affordable Care Act (ACA), Congress created the cost-sharing reduction (CSR) program to lower the expenses associated with health insurance coverage offered for eligible customers. 42 U.S.C.

[1] The Court certified the 2017-2018 CSR Class on April 17, 2018 (No. 17-877, ECF No. 30) and the 2019 CSR Class on March 22, 2019 (ECF No. 59). On April 7, 2025, the Court granted the parties' joint motion to divide the 2017-2018 CSR Class and the 2019 CSR Class into four subclasses: (1) the 2017 CSR Subclass, (2) the 2018 CSR Subclass, (3) the 2019 CSR Subclass, and (4) the Not-Pursuing-Claims-Beyond-2017 Subclass. On June 13, 2025, the Court granted the parties' joint motion to divide a "CSR Dispute Subclass" from the certified 2017 CSR Subclass, 2018 CSR Subclass, and 2019 CSR Subclass (ECF No. 269). On April 20, 2026 the Court granted the parties' joint motion to divide CSR Dispute Subclass class member SelectHealth Idaho (HIOS ID 26002) into a separate subclass, the "SelectHealth Idaho CSR Subclass" (ECF No. 314).

§ 18071. Under the CSR program, insurers must provide reductions to their eligible customers' cost-sharing expenses, such as reductions in co-payments and deductibles, and the Secretaries of Health and Human Services (HHS) and the Treasury (collectively, the government) must reimburse insurers for those reductions.

2. The government stopped making CSR reimbursement payments in October 2017, after the Attorney General of the United States concluded that such payments were not within any congressional appropriation. On August 14, 2020, the United States Court of Appeals for the Federal Circuit held that "the cost-sharing reduction reimbursement provision imposes an unambiguous obligation on the government to pay money and that the obligation is enforceable through a damages action in the Court of Federal Claims under the Tucker Act, 28 U.S.C. § 1491(a)(1)." *Sanford Health Plan v. United States*, 969 F.3d 1370, 1372-73 (Fed. Cir. 2020).

3. The United States Court of Appeals for the Federal Circuit held in *Community Health Choice, Inc. v. United States*, 970 F.3d 1364, 1367 (Fed. Cir. 2020), that the government was obligated to pay the plaintiff insurers the full CSR amounts owed each year under the statute, reduced by "the amount of additional premium tax credit payments that each insurer received as a result of the government's termination of cost-sharing reduction payments." The Federal Circuit also noted that, upon remand, the plaintiff insurers may prove that "other factors, such as market forces or increased medical costs" may have caused some of the silver-level premium increases and if so, "the government's liability is not reduced by the tax credits attributable to these other factors." *Id.* at 1380.

4. Defendant asserts that beginning with the 2018 benefit year certain insurers were able to mitigate the effects of the government's failure to make CSR reimbursement payments by increasing premiums. When insurers increased premiums on silver level plans to account for the lack of government CSR payments, that raised the benchmark premium for determining the amount of premium tax credits the government pays for all enrollees eligible for those tax credits. Therefore, Defendant asserts these increased premiums resulted in insurers receiving increased premium tax credit payments from the government. The Federal Circuit concluded in *Community Health* that "the Claims Court was required to credit the government with such tax credit payments in determining damages." *Cmty. Health Choice*, 970 F.3d at 1379. This process of increasing premiums on silver plans to offset the absence of government payment of CSR costs through receipt of increased premium tax credits is generally referred to as "silver-loading," and where insurers also increase premiums on some or all other metal level plans, the process is referred to as "broad-loading." Because insurers were not permitted to silver-load or broad-load in 2017, any CSR reimbursement payments that the government failed to pay for the 2017 benefit year are owed in their entirety and are not subject to any reductions on the basis of silver-loading or broad-loading.

5. Following these decisions by the Federal Circuit, the government and Class Counsel began discussing potential resolution of CSR claims. As a result of these discussions, the parties have agreed to resolve their disputes and settle the claims in this action. Specifically, SelectHealth Idaho CSR Subclass class member SelectHealth Idaho (HIOS ID 26002) has offered to settle its claims in this action in exchange for a settlement

payment by the United States in the total amount of $16,948,797.72, inclusive of interest with each party to bear its own costs, attorney fees, and expenses.

6. Upon full payment of the settlement amount set forth in paragraph 5, less any amount that is withheld by the United States Department of the Treasury pursuant to 26 U.S.C. § 6402(d), 31 U.S.C. § 3716(c), or 31 U.S.C. § 3720A, SelectHealth Idaho releases, waives, withdraws, and abandons any and all claims against the United States, its agencies, instrumentalities, political subdivisions, officers, agents, and employees, based upon, arising out of, or in any way directly or indirectly related to any nonpayment by the government of CSR reimbursement amounts owed to SelectHealth Idaho for benefit year 2017 and onward, which claims SelectHealth Idaho has asserted, could have asserted, or may assert in the future, including but not limited to any and all claims for costs, expenses, attorney fees, and damages of any sort. The waiver and release described in this paragraph, however, shall not apply to, and shall not bar or otherwise preclude SelectHealth Idaho from asserting a claim against the government for reimbursement of CSR amounts that SelectHealth Idaho incurs for any future year in which any federal or state law or regulation, or other official state or federal action (1) prohibits or limits the silver-loading or broad-loading of insurer premiums to account for the absence of government payment of CSR reimbursement amounts under Affordable Care Act Section 1402, or (2) otherwise prohibits or limits offsetting/mitigating the impact of the absence of government payment of CSR reimbursement amounts under Affordable Care Act Section 1402. In such circumstances, the waiver and release would not apply to those years where state or federal law or regulation, or other official state or federal action, prohibits or limits SelectHealth Idaho from offsetting/mitigating the impact of unpaid CSR costs, but the waiver will apply

and remain in effect for any subsequent years should SelectHealth Idaho be permitted to offset/mitigate to account for the absence of government payment of CSR reimbursement amounts under Affordable Care Act Section 1402. This paragraph shall not be construed as an admission by the United States of any future liability for any CSR reimbursement payments, even in the event that any official state or federal law, regulation, or action prohibits or limits any class member from silver-loading or broad-loading insurer premiums or otherwise offsetting or mitigating the impact of the absence of government payment of CSR reimbursement amounts.

7. SelectHealth Idaho's settlement offer has been reviewed and has been accepted on behalf of the Attorney General of the United States.

8. Upon payment of the full amount set forth in paragraph 5, less any amount that is withheld by the United States Department of the Treasury pursuant to 26 U.S.C. § 6402(d), 31 U.S.C. § 3716(c), or 31 U.S.C. § 3720A, the United States, to the extent permitted by law, releases, waives, withdraws, and abandons any and all claims against SelectHealth Idaho based upon, arising out of, or in any way directly related to CSR reimbursements, regardless of whether they were included in the pleadings, including but not limited to all claims for costs, expenses, attorney fees, and damages of any sort. Notwithstanding the foregoing, the following claims of the United States are specifically reserved and are not released: (a) any liability arising under Title 26, United States Code (Internal Revenue Code); (b) any criminal liability; and (c) any fraud.

9. Upon full payment of the settlement amounts set forth in paragraph 5, less any amount that is withheld by the United States Department of the Treasury pursuant to

26 U.S.C. § 6402(d), 31 U.S.C. § 3716(c), or 31 U.S.C. § 3720A, SelectHealth Idaho agrees to join with the United States in stipulating to the dismissal of this action with prejudice.

10. Notwithstanding 45 C.F.R. §§ 153.710(h), 158.140, and 158.160, and any guidance or instructions issued thereunder, the government further agrees that, for purposes of medical loss ratio ("MLR") reporting and rebate calculations (45 C.F.R. Part 158), SelectHealth Idaho may, at its option, choose to include the portion of the settlement amount net of any and all legal fees, costs, and expenses incurred in pursuing and obtaining that settlement payment, rather than the entire settlement amount. In addition, the government agrees that SelectHealth Idaho may, at its option, choose to report for MLR reporting purposes CSR settlement amounts received in the benefit year that such CSR settlement payment is received, rather than in the benefit year for which the CSR payments were owed.

11. This agreement is in no way related to or concerned with income or other taxes for which SelectHealth Idaho is now liable or may become liable in the future as a result of this agreement.

12. SelectHealth Idaho warrants and represents that no other civil action or suit with respect to the claims advanced in this civil action will be (subject to Paragraph 6) filed in or submitted to any other court, administrative agency, or legislative body. SelectHealth Idaho further warrants and represents that it has made no assignment or transfer to a third party of all or any part of its rights arising out of or relating to the claims advanced in this civil action.

13. This agreement is for the purpose of settling this civil action, and for no other purpose. Accordingly, this agreement shall not bind the parties, nor shall it be cited

or otherwise referred to, in any other proceedings, whether judicial or administrative in nature, in which the parties or counsel for the parties have or may acquire an interest, except as is necessary to effect or enforce the terms of this agreement.

14. Class Counsel warrants and represents that it has been and is authorized to enter into this Settlement Agreement and Release on behalf of SelectHealth Idaho. As soon as possible after the execution of this Settlement Agreement and Release, Class Counsel shall submit to the Court a motion for preliminary approval of the settlement contemplated by this Settlement Agreement and Release. The motion shall include the proposed form of the order preliminarily approving this Settlement Agreement and Release. The parties shall request that a decision on the motion for preliminary approval of the settlement be made promptly on the papers or that a hearing on the motion for preliminary approval of the settlement be held at the earliest date available to the Court.

15. As soon as possible after the Court's preliminary approval of this Settlement Agreement and Release, Class Counsel shall notify SelectHealth Idaho CSR Subclass class member SelectHealth Idaho of the terms of this Settlement Agreement and Release and the date upon which the Court will hold a "Fairness Hearing" pursuant to RCFC 23(e), and the date by which SelectHealth Idaho must file its written objections, if any, to the Settlement Agreement and Release.

16. SelectHealth Idaho may express to the Court its views in support of, or in opposition to, the fairness, reasonableness, and adequacy of the proposed settlement. If SelectHealth Idaho objects to the settlement, the objection shall be filed with the Court, with copies provided to Class Counsel and defendant's counsel, and the objection must include a signed, sworn statement that (a) identifies the case name and number;

(b) describes the basis for the objection, including all citations to legal authority and evidence supporting the objection; (c) contains the objector's name, address, and telephone number, and if represented by counsel, the name, address, e-mail address, and telephone number of counsel; (d) indicates whether the objector has filed a claim form and opted-in to the case; and (e) indicates whether the objector intends to appear at the Fairness Hearing.

17. Class counsel and defendant's counsel may respond to any objection within ten (10) days after receipt of the objection.

18. If SelectHealth Idaho submits a timely objection to the proposed settlement it may appear in person or through counsel at the Fairness Hearing and be heard to the extent allowed by the Court. If SelectHealth Idaho does not make and serve written objections in the manner provided in paragraph 16 it shall be deemed to have waived such objections and shall forever be foreclosed from making any objections (by appeal or otherwise) to the proposed settlement.

19. After the deadline for filing objections and the responses to objections has lapsed, the Court will hold the Fairness Hearing at which it will consider any timely and properly submitted objections made by SelectHealth Idaho to the proposed settlement. The Court will decide whether to approve the Settlement Agreement and Release.

20. If this Settlement Agreement and Release is not approved by the Court in its entirety, this Settlement Agreement and Release will be void and of no force and effect whatsoever.

21. This document constitutes a complete integration of the agreement between the parties and supersedes any and all prior oral or written representations, understandings, or agreements among or between them.

22. This Settlement Agreement and Release shall be governed by the laws of the United States.

23. This Settlement Agreement and Release shall inure to the benefit of all parties and their heirs and/or successors.

24. The parties agree they will execute such documents and take such further action (including the prompt provision of any information needed to effect payment of the settlement amounts, and completion and prompt submission by Defendant of all required Treasury or Fiscal Service Forms) as are necessary to carry out the provisions of this Settlement Agreement and Release.

25. The undersigned represent and warrant that they are fully authorized to execute this Settlement Agreement and Release on behalf of the parties.

AGREED TO:

DATED: 5/5/2026

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IN THE UNITED STATES COURT OF FEDERAL CLAIMS

COMMON GROUND HEALTHCARE COOPERATIVE, Plaintiff, on behalf of itself and all others similarly situated, v. THE UNITED STATES, Defendant.	No. 17-877 Judge Davis

SETTLEMENT AGREEMENT AND RELEASE

For the purpose of finally disposing of and settling the claims of the Aspirus CSR Subclass against Defendant in this action,[1] without any further judicial proceedings and without there being any trial or adjudication of any issue of law or fact, and without constituting an admission of liability on the part of the Defendant, and for no other purpose, the parties stipulate and agree as follows:

1. In section 1402 of the Patient Protection and Affordable Care Act (ACA), Congress created the cost-sharing reduction (CSR) program to lower the expenses

[1] The Court certified the 2017-2018 CSR Class on April 17, 2018 (No. 17-877, ECF No. 30) and the 2019 CSR Class on March 22, 2019 (ECF No. 59). On April 7, 2025, the Court granted the parties' joint motion to divide the 2017-2018 CSR Class and the 2019 CSR Class into four subclasses: (1) the 2017 CSR Subclass, (2) the 2018 CSR Subclass, (3) the 2019 CSR Subclass, and (4) the Not-Pursuing-Claims-Beyond-2017 Subclass. On June 13, 2025, the Court granted the parties' joint motion to divide a "CSR Dispute Subclass" from the certified 2017 CSR Subclass, 2018 CSR Subclass, and 2019 CSR Subclass (ECF No. 269). On February 9, 2026, the Court dismissed the claims of all the Not-Pursing-Claims-Beyond-2017 Subclass members except Aspirus Health Plan, Inc. (HIOS ID 86584). ECF No. 302. On April 20, 2026, the Court granted the parties' joint motion to rename the Not-Pursuing-Claims-Beyond-2017 Subclass as the "Aspirus CSR Subclass" (ECF No. 314).

associated with health insurance coverage offered for eligible customers. 42 U.S.C. § 18071. Under the CSR program, insurers must provide reductions to their eligible customers' cost-sharing expenses, such as reductions in co-payments and deductibles, and the Secretaries of Health and Human Services (HHS) and the Treasury (collectively, the government) must reimburse insurers for those reductions.

2. The government stopped making CSR reimbursement payments in October 2017, after the Attorney General of the United States concluded that such payments were not within any congressional appropriation. On August 14, 2020, the United States Court of Appeals for the Federal Circuit held that "the cost-sharing reduction reimbursement provision imposes an unambiguous obligation on the government to pay money and that the obligation is enforceable through a damages action in the Court of Federal Claims under the Tucker Act, 28 U.S.C. § 1491(a)(1)." *Sanford Health Plan v. United States*, 969 F.3d 1370, 1372-73 (Fed. Cir. 2020).

3. The United States Court of Appeals for the Federal Circuit held in *Community Health Choice, Inc. v. United States*, 970 F.3d 1364, 1367 (Fed. Cir. 2020), that the government was obligated to pay the plaintiff insurers the full CSR amounts owed each year under the statute, reduced by "the amount of additional premium tax credit payments that each insurer received as a result of the government's termination of cost-sharing reduction payments." The Federal Circuit also noted that, upon remand, the plaintiff insurers may prove that "other factors, such as market forces or increased medical costs" may have caused some of the silver-level premium increases and if so, "the government's liability is not reduced by the tax credits attributable to these other factors." *Id.* at 1380.

4. Defendant asserts that beginning with the 2018 benefit year certain insurers were able to mitigate the effects of the government's failure to make CSR reimbursement payments by increasing premiums. When insurers increased premiums on silver level plans to account for the lack of government CSR payments, that raised the benchmark premium for determining the amount of premium tax credits the government pays for all enrollees eligible for those tax credits. Therefore, Defendant asserts these increased premiums resulted in insurers receiving increased premium tax credit payments from the government. The Federal Circuit concluded in *Community Health* that "the Claims Court was required to credit the government with such tax credit payments in determining damages." *Cmty. Health Choice*, 970 F.3d at 1379. This process of increasing premiums on silver plans to offset the absence of government payment of CSR costs through receipt of increased premium tax credits is generally referred to as "silver-loading," and where insurers also increase premiums on some or all other metal level plans, the process is referred to as "broad-loading." Because insurers were not permitted to silver-load or broad-load in 2017, any CSR reimbursement payments that the government failed to pay for the 2017 benefit year are owed in their entirety and are not subject to any reductions on the basis of silver-loading or broad-loading.

5. Following these decisions by the Federal Circuit, the government and Class Counsel began discussing potential resolution of CSR claims. As a result of these discussions, the parties have agreed to resolve their disputes and settle the claims in this action. Specifically, Aspirus CSR Subclass class member Aspirus Arise Health Plan of Wisconsin, Inc. (HIOS ID 86584) (Aspirus) has offered to settle its claims in this action in exchange for a settlement payment by the United States in the total amount of

$6,054,107.32, inclusive of interest with each party to bear its own costs, attorney fees, and expenses.

6. Upon full payment of the settlement amount set forth in paragraph 5, less any amount that is withheld by the United States Department of the Treasury pursuant to 26 U.S.C. § 6402(d), 31 U.S.C. § 3716(c), or 31 U.S.C. § 3720A, Aspirus releases, waives, withdraws, and abandons any and all claims against the United States, its agencies, instrumentalities, political subdivisions, officers, agents, and employees, based upon, arising out of, or in any way directly or indirectly related to any nonpayment by the government of CSR reimbursement amounts owed to Aspirus for benefit year 2017 and onward, which claims Aspirus has asserted, could have asserted, or may assert in the future, including but not limited to any and all claims for costs, expenses, attorney fees, and damages of any sort. The waiver and release described in this paragraph, however, shall not apply to, and shall not bar or otherwise preclude Aspirus from asserting a claim against the government for reimbursement of CSR amounts that Aspirus incurs for any future year in which any federal or state law or regulation, or other official state or federal action (1) prohibits or limits the silver-loading or broad-loading of insurer premiums to account for the absence of government payment of CSR reimbursement amounts under Affordable Care Act Section 1402, or (2) otherwise prohibits or limits offsetting/mitigating the impact of the absence of government payment of CSR reimbursement amounts under Affordable Care Act Section 1402. In such circumstances, the waiver and release would not apply to those years where state or federal law or regulation, or other official state or federal action, prohibits or limits Aspirus from offsetting/mitigating the impact of unpaid CSR costs, but the waiver will apply and remain in effect for any subsequent years should Aspirus be

permitted to offset/mitigate to account for the absence of government payment of CSR reimbursement amounts under Affordable Care Act Section 1402. This paragraph shall not be construed as an admission by the United States of any future liability for any CSR reimbursement payments, even in the event that any official state or federal law, regulation, or action prohibits or limits any class member from silver-loading or broad-loading insurer premiums or otherwise offsetting or mitigating the impact of the absence of government payment of CSR reimbursement amounts.

7. Aspirus's settlement offer has been reviewed and has been accepted on behalf of the Attorney General of the United States.

8. Upon payment of the full amount set forth in paragraph 5, less any amount that is withheld by the United States Department of the Treasury pursuant to 26 U.S.C. § 6402(d), 31 U.S.C. § 3716(c), or 31 U.S.C. § 3720A, the United States, to the extent permitted by law, releases, waives, withdraws, and abandons any and all claims against Aspirus based upon, arising out of, or in any way directly related to CSR reimbursements, regardless of whether they were included in the pleadings, including but not limited to all claims for costs, expenses, attorney fees, and damages of any sort. Notwithstanding the foregoing, the following claims of the United States are specifically reserved and are not released: (a) any liability arising under Title 26, United States Code (Internal Revenue Code); (b) any criminal liability; and (c) any fraud.

9. Upon full payment of the settlement amounts set forth in paragraph 5, less any amount that is withheld by the United States Department of the Treasury pursuant to 26 U.S.C. § 6402(d), 31 U.S.C. § 3716(c), or 31 U.S.C. § 3720A, Aspirus agrees to join with the United States in stipulating to the dismissal of this action with prejudice.

10. Notwithstanding 45 C.F.R. §§ 153.710(h), 158.140, and 158.160, and any guidance or instructions issued thereunder, the government further agrees that, for purposes of medical loss ratio ("MLR") reporting and rebate calculations (45 C.F.R. Part 158), Aspirus may, at its option, choose to include the portion of the settlement amount net of any and all legal fees, costs, and expenses incurred in pursuing and obtaining that settlement payment, rather than the entire settlement amount. In addition, the government agrees that Aspirus may, at its option, choose to report for MLR reporting purposes CSR settlement amounts received in the benefit year that such CSR settlement payment is received, rather than in the benefit year for which the CSR payments were owed.

11. This agreement is in no way related to or concerned with income or other taxes for which Aspirus is now liable or may become liable in the future as a result of this agreement.

12. Aspirus warrants and represents that no other civil action or suit with respect to the claims advanced in this civil action will be (subject to Paragraph 6) filed in or submitted to any other court, administrative agency, or legislative body. Aspirus further warrants and represents that it has made no assignment or transfer to a third party of all or any part of its rights arising out of or relating to the claims advanced in this civil action.

13. This agreement is for the purpose of settling this civil action, and for no other purpose. Accordingly, this agreement shall not bind the parties, nor shall it be cited or otherwise referred to, in any other proceedings, whether judicial or administrative in nature, in which the parties or counsel for the parties have or may acquire an interest, except as is necessary to effect or enforce the terms of this agreement.

14. Class Counsel warrants and represents that it has been and is authorized to enter into this Settlement Agreement and Release on behalf of Aspirus. As soon as possible after the execution of this Settlement Agreement and Release, Class Counsel shall submit to the Court a motion for preliminary approval of the settlement contemplated by this Settlement Agreement and Release. The motion shall include the proposed form of the order preliminarily approving this Settlement Agreement and Release. The parties shall request that a decision on the motion for preliminary approval of the settlement be made promptly on the papers or that a hearing on the motion for preliminary approval of the settlement be held at the earliest date available to the Court.

15. As soon as possible after the Court's preliminary approval of this Settlement Agreement and Release, Class Counsel shall notify Aspirus CSR Subclass class member Aspirus of the terms of this Settlement Agreement and Release and the date upon which the Court will hold a "Fairness Hearing" pursuant to RCFC 23(e), and the date by which Aspirus must file its written objections, if any, to the Settlement Agreement and Release.

16. Aspirus may express to the Court its views in support of, or in opposition to, the fairness, reasonableness, and adequacy of the proposed settlement. If Aspirus objects to the settlement, the objection shall be filed with the Court, with copies provided to Class Counsel and defendant's counsel, and the objection must include a signed, sworn statement that (a) identifies the case name and number; (b) describes the basis for the objection, including all citations to legal authority and evidence supporting the objection; (c) contains the objector's name, address, and telephone number, and if represented by counsel, the name, address, e-mail address, and telephone number of counsel; (d) indicates

whether the objector has filed a claim form and opted-in to the case; and (e) indicates whether the objector intends to appear at the Fairness Hearing.

17. Class counsel and defendant's counsel may respond to any objection within ten (10) days after receipt of the objection.

18. If Aspirus submits a timely objection to the proposed settlement it may appear in person or through counsel at the Fairness Hearing and be heard to the extent allowed by the Court. If Aspirus does not make and serve written objections in the manner provided in paragraph 16 it shall be deemed to have waived such objections and shall forever be foreclosed from making any objections (by appeal or otherwise) to the proposed settlement.

19. After the deadline for filing objections and the responses to objections has lapsed, the Court will hold the Fairness Hearing at which it will consider any timely and properly submitted objections made by Aspirus to the proposed settlement. The Court will decide whether to approve the Settlement Agreement and Release.

20. If this Settlement Agreement and Release is not approved by the Court in its entirety, this Settlement Agreement and Release will be void and of no force and effect whatsoever.

21. This document constitutes a complete integration of the agreement between the parties and supersedes any and all prior oral or written representations, understandings, or agreements among or between them.

22. This Settlement Agreement and Release shall be governed by the laws of the United States.

23. This Settlement Agreement and Release shall inure to the benefit of all parties and their heirs and/or successors.

24. The parties agree they will execute such documents and take such further action (including the prompt provision of any information needed to effect payment of the settlement amounts, and completion and prompt submission by Defendant of all required Treasury or Fiscal Service Forms) as are necessary to carry out the provisions of this Settlement Agreement and Release.

25. The undersigned represent and warrant that they are fully authorized to execute this Settlement Agreement and Release on behalf of the parties.

AGREED TO:

DATED: 5/5/2026

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DATED: 5/18/2026

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IN THE UNITED STATES COURT OF FEDERAL CLAIMS

COMMON GROUND HEALTHCARE COOPERATIVE, Plaintiff, on behalf of itself and all others similarly situated, vs. THE UNITED STATES OF AMERICA, Defendant.	No. 1:17-cv-00877-KCD (Judge Davis)

DECLARATION OF CHAD DERUM

I, Chad Derum, hereby declare as follows:

1. I am an outside attorney that represents SelectHealth Idaho (HIOS ID 26002). I am fully familiar with the facts contained herein based upon my personal knowledge, and if called as a witness, could and would testify competently thereto. I submit this declaration in support of the settlement SelectHealth Idaho reached with the Government in the above-referenced action (the "Action").

2. For more than a year now, I have been in regular contact with Class Counsel about SelectHealth Idaho's cost-sharing reduction claims. I engaged in those discussions to assist SelectHealth Idaho in working with Class Counsel to negotiate a settlement with the Government utilizing the same methodology the other CSR class members used for their own, now-approved settlement with the Government.

3. At each step of the negotiation process, Class Counsel kept me up to date about the terms and proposals from the Government. I received copies of the proposed and final versions of various orders related to SelectHealth Idaho, as well as the final version of the

settlement agreement the Department of Justice finally approved. My client then instructed me to authorize Class Counsel to sign the settlement agreement on SelectHealth Idaho's behalf.

4. SelectHealth Idaho has reviewed the final settlement agreement and believes the terms are fair and adequate. It therefore has no objections to the settlement.

5. Having received and reviewed the final settlement agreement (and authorized Class Counsel to sign it on SelectHealth Idaho's behalf), SelectHealth Idaho also believes it has received adequate notice of the settlement and its terms and does not need any additional notice at this time.

6. SelectHealth Idaho has been informed that Class Counsel intends to request a 5% fee for this settlement, for substantially the same reasons as set forth in the Court's recent decision on its previous fee petition for the broader CSR settlement classes. Dkt. 317. SelectHealth Idaho does not object to a 5% fee, based on those same reasons.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 20th day of May, 2026 in Salt Lake City, Utah.

Chad Derum

IN THE UNITED STATES COURT OF FEDERAL CLAIMS

COMMON GROUND HEALTHCARE COOPERATIVE, Plaintiff, on behalf of itself and all others similarly situated, vs. THE UNITED STATES OF AMERICA, Defendant.	No. 1:17-cv-00877-KCD (Judge Davis)

DECLARATION OF ROBERT PLESHA

I, Robert Plesha, hereby declare as follows:

1. I am Director of Actuarial Services at Aspirus Health Plan, Inc. (HIOS ID 86584) ("Aspirus"). I am fully familiar with the facts contained herein based upon my personal knowledge, and if called as a witness, could and would testify competently thereto. I submit this declaration in support of the settlement Aspirus reached with the Government in the above-referenced action (the "Action").

2. In November 2025, Aspirus received notice from Class Counsel that its cost-sharing reduction claims would be dismissed if it did not respond with a certain amount of time. We did so and learned of the settlements with the broader CSR settlement classes and indicated our desire to do the same for Aspirus. Since then, I and certain of my colleagues have been in regular contact with Class Counsel about Aspirus's cost-sharing reduction claims. Those discussions involved updates from Class Counsel regarding its efforts to negotiate a settlement with the Government utilizing the same methodology the other CSR class members used for their own, now-approved settlement with the Government.

3. At each step of the negotiation process, Class Counsel kept me and my colleagues up to date about the terms and proposals from the Government. We received copies of the proposed and final versions of various orders related to Aspirus, as well as the final version of the settlement agreement the Department of Justice finally approved. I then instructed Class Counsel to sign the settlement agreement on Aspirus's behalf.

4. Aspirus has reviewed the final settlement agreement and believes the terms are fair and adequate. It therefore has no objections to the settlement.

5. Having received and reviewed the final settlement agreement (and authorized Class Counsel to sign it on Aspirus's behalf), Aspirus also believes it has received adequate notice of the settlement and its terms and does not need any additional notice at this time.

6. Aspirus has been informed that Class Counsel intends to request a 5% fee for this settlement, for substantially the same reasons as set forth in the Court's recent decision on its previous fee petition for the broader CSR settlement classes. Dkt. 317. Aspirus does not object to a 5% fee, based on those same reasons.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 4th day of June, 2026, in Wausau, Wisconsin.

Signed by:
Rob Plesha
B00F0A40F69A4E1...

Robert Plesha