

**IN THE FIFTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE  
AT NASHVILLE**

JANE DOE, on behalf of all similarly situated,

*Plaintiff,*

v.

HSCGP, LLC,

*Defendant.*

Case No.: 23C2513

Judge Joe P. Binkley, Jr.

**CLASS ACTION SETTLEMENT AGREEMENT**

This Agreement (“Agreement” or “Settlement Agreement”) is entered into by and among (i) Plaintiff, Jane Doe (“Plaintiff”) and Anita Augusty, Patricia Ball, Jamie Barry, Effie Carter, Evita Cooper, Demorris Gear, Dawn Harper, Barbara Janssen, Tonya Lynn Johnson, Tammie Knight, Roberta Malone Shay, Summer McDonald, Zachary Maxwell, Sharee Peacock, Kevin Prescott, Denny Randall, Cheryl Rhoades, Laura Shelton, James Shewey, Alyssa Swetlock, Betty Bogard, and Tina Tucker; (ii) the Settlement Class (as defined herein); and (iii) Defendant, HSCGP, LLC (“Defendant”). The Settlement Class and Class Representatives (as defined below) are collectively referred to as the “Plaintiffs” unless otherwise noted. The Plaintiffs and the Defendant are collectively referred to herein as the “Parties.” This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined herein) as to all Released Parties (as defined herein), upon and subject to the terms and conditions of this Agreement, and subject to the final approval of the Court.

**RECITALS**

A. Defendant manages the unauthenticated, public websites (“Websites”) of a number of healthcare companies (“Serviced Companies”).

**B.** The Serviced Companies include Wythe County Community Hospital, LLC (“Wythe”).

**C.** This action was filed on October 17, 2023, in the Circuit Court for Davidson County, under the name *Jane Doe v. Wythe County Community Hospital, LLC* (the “Action”).

**D.** The material allegations of the Complaint centered on Wythe’s alleged disclosure of personally identifiable information to Meta, formerly known as Facebook, and other third parties without permission in violation of applicable law, including (I) Negligence, (II) Negligence *Per Se*, (III) Invasion of Privacy, Intrusion Upon Seclusion, (IV) Breach of Implied Contract, (V) Unjust Enrichment, (VI) Breach of Fiduciary Duty, (VII) Violation of the Tennessee Consumer Protection Act, Tenn. Code Ann. § 47-18-101, *et seq.*, and (VIII) Violation of Tenn. Code Ann. § 39-13-601, *et seq.*

**E.** At all times, Wythe has denied any wrongdoing or liability.

**F.** On August 1, 2024, the Parties conducted settlement discussions in a full-day, in-person mediation before mediator Bennett Picker of Stradley Ronon Stevens & Young, LLP in Philadelphia, Pennsylvania.

**G.** Mr. Picker made a mediator’s recommendation for economic terms to settle the Action. After deliberation, the Parties agreed to settle on that basis on October 2, 2024.

**H.** As part of these mediations, and to competently assess their relative negotiating positions, the Parties exchanged informal discovery and extensive mediation briefing, including on issues such as the size and scope of the putative class, and certain facts related to the strength of the defenses available to Defendant and the Serviced Companies (as defined below). Given that the information exchanged was similar to the information that would have been provided in formal

discovery related to the issues of class certification and summary judgment, the Parties had sufficient information to assess the strengths and weaknesses of the claims and defenses.

**I.** On November 25, 2024, Plaintiff filed an Amended Complaint. The Amended Complaint, among other things, substituted Defendant for Wythe and amended the proposed class definition to be consistent with the Settlement Class definition set forth below.

**J.** At all times, Defendant has denied and continues to deny any wrongdoing whatsoever and has denied and continues to deny that it committed any wrongful act or failed to fulfill any legal duty. Defendant believes it would have prevailed on a motion to dismiss, at summary judgment, and/or at trial. Nonetheless, taking into account the uncertainty and risks inherent in any litigation, Defendant has concluded it is desirable and beneficial that the Action be fully and finally settled and terminated in the manner and upon the terms and conditions set forth in this Agreement. This Agreement is a compromise, and the Agreement, any related documents, and any negotiations resulting in it shall not be construed as, or deemed to be, evidence of or an admission or concession of liability or wrongdoing on the part of Defendant, the Serviced Companies, or any of the Released Parties (defined below), with respect to any claim of any fault or liability or wrongdoing or damage whatsoever.

**K.** Plaintiff believes that the claims asserted in the Action against Defendant have merit and that she would have prevailed at summary judgment and/or trial. Nonetheless, Plaintiff and Class Counsel (defined below) recognize that Defendant has raised factual and legal defenses that present a risk that Plaintiff may not prevail. Plaintiff and Class Counsel also recognize the expense and delay associated with continued prosecution of the Action against Defendant through class certification, summary judgment, trial, and any subsequent appeals. Plaintiff and Class Counsel have also taken into account the uncertain outcome and risks of litigation, especially in

complex class actions, as well as the difficulties inherent in such litigation. Therefore, Plaintiff believes it is desirable that the Released Claims be fully and finally compromised, settled, and resolved with prejudice. Based on their evaluation, Class Counsel have concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate to the Settlement Class, and that it is in the best interests of the Settlement Class to settle the claims raised in the Action pursuant to the terms and provisions of this Agreement.

**L.** The Parties have drafted the following Exhibits to this Agreement:

- a. Exhibit A: Mailed Notice
- b. Exhibit B: Claim Form
- c. Exhibit C: Long Form Notice
- d. Exhibit D: [Proposed] Preliminary Approval Order
- e. Exhibit E: [Proposed] Final Approval Order
- f. Exhibit F: List of Serviced Companies

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED** by and among Plaintiff, the Settlement Class, and each of them, and Defendant, by and through their undersigned counsel that, subject to final approval of the Court after a hearing or hearings as provided for in this Settlement Agreement, in consideration of the benefits flowing to the Parties from the Agreement set forth herein, that the Action and the Released Claims shall be finally and fully compromised, settled, and released, and the Action shall be dismissed with prejudice, upon and subject to the terms and conditions of this Agreement.

## **AGREEMENT**

### **1. DEFINITIONS.**

As used in this Settlement Agreement, the following terms have the meanings specified below:

**1.1** “**Action**” means *Jane Doe v. HSCGP, LLC*, Case No. 23C2513, pending in the Fifth Circuit Court for Davidson County, Tennessee.

**1.2** “**Approved Claim**” means a Claim Form (defined below) submitted by a Settlement Class Member (defined below) that: (a) is submitted timely and in accordance with the directions on the Claim Form and the provisions of the Settlement Agreement; (b) is fully and truthfully completed by a Settlement Class Member with all of the information requested in the Claim Form; (c) is signed by the Settlement Class Member, physically or electronically; and (d) is approved by the Settlement Administrator pursuant to the provisions of this Agreement. Each Approved Claim shall be for \$38.00.

**1.3** “**Claim**” means a claim for settlement benefits made under the terms of this Settlement Agreement.

**1.4** “**Claim Form**” means the document substantially in the form attached hereto as Exhibit B, as approved by the Court. The Claim Form, to be completed by Settlement Class Members who wish to file a Claim for a payment, shall be able to be submitted in either electronic or paper format in the manner described below.

**1.5** “**Claims Deadline**” means the date by which all Claim Forms must be postmarked or received to be considered timely and shall be set as a date sixty (60) days after the Final Approval Hearing. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order (defined below) as well as in the Notice and the Claim Form.

**1.6** “**Class Counsel**” means J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC; Lynn Toops of Cohen & Malad, LLP; and Gary Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC.

**1.7 “Class List”** means the electronic list from Defendant’s records that includes the names and last known U.S. Mail addresses of Settlement Class Members.

**1.8 “Class Representatives”** means Anita Augusty, Patricia Ball, Jamie Barry, Effie Carter, Evita Cooper, Demorris Gear, Dawn Harper, Barbara Janssen, Tonya Lynn Johnson, Tammie Knight, Roberta Malone Shay, Summer McDonald, Zachary Maxwell, Sharee Peacock, Kevin Prescott, Denny Randall, Cheryl Rhoades, Laura Shelton, James Shewey, Alyssa Swetlock, Betty Bogard, and Tina Tucker.

**1.9 “Court”** means the Fifth Circuit Court of Davidson County and the Judge presiding over the Action.

**1.10 “Defendant”** means HSCGP, LLC.

**1.11 “Defendant’s Counsel”** means Robert Boston, Mark S. Melodia, Paul Bond, Sophie L. Kletzien, and Quynh-Anh D. Kibler of Holland & Knight LLP.

**1.12 “Effective Date”** means the date ten (10) days after which all the events and conditions specified in Section 9.1 have been met and have occurred.

**1.13 “Exclusion Deadline”** means the date by which a written request for exclusion submitted by a Person (defined below) within the Settlement Class must be made, which shall be sixty (60) days after entry by the Court of the Preliminary Approval Order (defined below).

**1.14 “Fee Award”** means the amount of attorneys’ fees and reimbursement of expenses awarded by the Court to Class Counsel, which will be paid by Defendant. The Fee Award includes expert fees, or any other fees or costs incurred in the pursuit of the Action and all other related actions that were or could have been brought. Class Counsel shall not be able to recover any such fees or costs except as part of the Fee Award, as authorized by the Court.

**1.15 “Final”** with respect to a judgment or order means that all of the following have occurred: (i) the Court enters Final Judgment, as defined below; (ii) the time expires for noticing any appeal of the Court’s Final Judgment approving the Settlement Agreement; (iii) if there is an appeal or appeals, other than the appeal or appeals solely with respect to the Fee Award, the completion, in a manner that finally affirms and leaves in place the judgment or order without any material modification, of all proceedings arising out of the appeal or appeals (including, but not limited to, the expiration of all deadlines for motions for reconsideration, rehearing, or petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal or appeals following decisions on remand); or (iv) final dismissal of any appeal with no further right to review. Notwithstanding the above, any order modifying or reversing any Fee Award, or appeal solely thereof, made in this case shall not affect whether the Judgment is “Final” as defined herein or any other aspect of the Judgment.

**1.16 “Final Approval Hearing”** means the hearing before the Court in which the Parties will request the Final Judgment to be entered by the Court approving the Settlement Agreement and the Fee Award.

**1.17 “Final Judgment” or “Final Approval Order”** means the final judgment and order to be entered by the Court approving the Agreement after the Final Approval Hearing, in all material respects as set forth in Exhibit E.

**1.18 “Notice”** means the notice of this proposed Class Action Settlement Agreement and Final Approval Hearing or as modified by the Court in its order granting preliminary approval, if reasonably agreeable to the Parties, which is to be sent to the Settlement Class substantially in the form of Exhibits A and C hereto.

**1.19 “Notice Date”** means the date by which the Notice set forth in Section 4.1(b) is sent, which shall be no later than forty-five (45) days after entry by the Court of the Preliminary Approval Order.

**1.20 “Objection Deadline”** means the date by which a written objection to this Settlement Agreement must be made, which shall be sixty (60) days after entry by the Court of the Preliminary Approval Order.

**1.21 “Patient Portal”** means a secure online website that gives patients access to records that contain protected health information.

**1.22 “Person”** shall mean a natural person, living at the time of the entry of the Final Approval Order.

**1.23 “Plaintiffs”** means Jane Doe and the Settlement Class Members.

**1.24 “Preliminary Approval”** means the Court’s conditional certification of the Settlement Class for settlement purposes, preliminary approval of this Settlement Agreement, and approval of the form and manner of the Notice.

**1.25 “Preliminary Approval Order”** means the order preliminarily approving the Settlement Agreement, in all material respects as set forth in Exhibit D.

**1.26 “Released Claims”** means any and all actual, potential, filed, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities, rights, causes of action, disputes, contracts or agreements, damages, punitive, exemplary or multiplied damages, expenses, costs, attorneys’ fees, and/or obligations (including “Unknown Claims” as defined below), whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, whether based on state, federal, local, statutory, or common law or any other law, rule or regulation, against the Released Parties,



or any of them, arising out of any facts, transactions, events, matters occurrences, acts, disclosures, statements, representations, omissions or failures to act regarding the alleged disclosure, use, interception or transfer of information of or related to the Settlement Class Members through use of the Meta Pixel or other tracking, analytics, and/or advertising technologies, including without limitation all claims that were brought or could have been brought in the Action by or on behalf of any and all Releasing Parties relating to, concerning, or arising out of the Defendant's use of the Meta Pixel and/or any other tracking, analytics and/or advertising technologies, or the allegations, facts, or circumstances described in the Action relating to such use. Nothing herein is intended to release any claims that any governmental agency or governmental actor has against Defendant.

**1.27 “Released Parties”** means (a) Defendant and its Serviced Companies, (b) their respective parent companies (direct or indirect), and (c) as to any Released Party under Section 1.27(a) and (b), all their respective predecessors, successors, assigns, subsidiaries (direct or indirect), licensors, licensees, associates, affiliates, employers, employees, agents, consultants, independent contractors, insurers, reinsurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, firms, trusts, and corporations.

**1.28 “Releasing Parties”** means Plaintiff, those Settlement Class Members who do not timely opt out of the Settlement Class, and all their respective present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, associates, affiliates, employers, employees, agents, consultants, independent contractors, insurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants,

financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, firms, trusts, and corporations.

**1.29 “Serviced Company”** means any healthcare company whose Website (defined below) is managed by Defendant and was managed by Defendant for some time between August 1, 2021, to June 30, 2023, as listed in Exhibit F of the Settlement Agreement.

**1.30 “Settlement Administration Expenses”** means the expenses incurred by the Settlement Administrator in providing Notice, processing claims, responding to inquiries from the Settlement Class Members, mailing checks for Approved Claims, and related services. Settlement Administration Expenses shall be paid by Defendant.

**1.31 “Settlement Administrator”** means any reputable administration company that has been selected by the Parties and approved by the Court to oversee the distribution of Notice, as well as the processing and payment of Approved Claims to the Settlement Class as set forth in this Agreement.

**1.32 “Settlement Class”** means all United States residents who, from August 1, 2021, to June 30, 2023, accessed the Patient Portal of any Serviced Company. Excluded from the Settlement Class are (1) any Judge presiding over this Action, any members of the Judge’s respective staffs, and immediate members of the Judge’s family; (2) officers and directors of the Defendant, their subsidiaries, parent companies, successors, predecessors, and any entity in which Defendant or its parents have a controlling interest; (3) persons who timely and validly request exclusion from and/or opt-out of the Settlement Class; and (4) the legal representatives, successors or assigns of any such excluded persons.

**1.33 “Settlement Class Member”** means a Person who falls within the definition of the Settlement Class as set forth above and who has not submitted a valid request for exclusion.

**1.34 “Settlement Website”** means a website at hscgpsettlement.com, or another web address to be agreed upon by the parties, referenced in Section 4.1(d) below, to be established, operated, and maintained by the Settlement Administrator for purposes of providing notice and otherwise making available to the Settlement Class Members the documents, information, and online claims submission process referenced in Section 4.

**1.35 “United States”** as used in this Settlement Agreement includes the District of Columbia and all territories.

**1.36 “Unknown Claims”** means any of the Released Claims that any of the Releasing Parties does not know or suspect to exist, which, if known by them, might have affected their settlement with, and release of, the Released Parties or the Released Claims or might have affected their decision to agree, object or not to object to and/or participate in the settlement. Upon the Effective Date, the Plaintiff expressly shall have, and all other Releasing Parties shall be deemed to have, and by operation of the Judgment shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of § 1542 of the California Civil Code, which provides as follows:

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 HER SETTLEMENT WITH THE DEBTOR.

Upon the Effective Date, the Plaintiff expressly shall have, and all other Releasing Parties also shall be deemed to have, and by operation of the Judgment shall have, waived any and all provisions, rights and benefits conferred by any law of any state or territory of the United States (including, without limitation, Montana Code Annotated § 28-1-1602; North Dakota Century Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to §

1542 of the California Civil Code. The Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this release, but that it is their intention to finally and forever settle and release the Released Claims, notwithstanding any Unknown Claims they may have, as that term is defined in this Section. The Parties acknowledge, and the Releasing Parties shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part. For clarity, Unknown Claims includes only Released Claims.

1.34. “**Websites**” means unauthenticated, public websites.

## **2. SETTLEMENT RELIEF.**

**2.1 Payments to Settlement Class Members.** Defendant will pay or cause to be paid the following: (i) Approved Claims for cash benefits submitted by Settlement Class Members pursuant to Section 2.3 below; (ii) the Notice and other Settlement Administrative Expenses Costs actually incurred by the Settlement Administrator as described in Section 4 below; and (iii) the Fee Award, as described in Section 8.1 below, as may be ordered by the Court.

### **2.2 Schedule of Payments:**

**(a)** *Notice and Other Administrative Costs.* Amounts for Notice and Other Administrative Costs, to be paid by Defendant by thirty (30) days after when such amounts are invoiced by the Settlement Administrator to Defendant and become due and owing.

**(b)** *Fee Award.* An amount equal to the Fee Award as ordered by the Court, to be paid by Defendant by ten (10) days after the Effective Date.

**(c)** *Payment of Approved Claims to Settlement Administrator.* An amount equal to \$38.00 multiplied by the number of Approved Claims to be paid by Defendant to the Settlement Administrator by one hundred and twenty (120) days after the Effective Date.

(d) *Payment of Approved Claims to Settlement Class Members.* Payment of Approved Claims by the Settlement Administrator to Settlement Class Members making Approved Claims, which is to be paid no later than one hundred and fifty (150) days after the Effective Date.

**2.3 Claims Process.** Each Settlement Class Member will be entitled to submit a Claim Form for a cash payment, consistent with this section and as determined by the Court.

(a) *Cash Payment.* Each Settlement Class Member may file a Claim Form for a cash payment of \$38.00.

(b) *Method of Payment.* Each Settlement Class Member may choose to receive their cash payment via check, Venmo, PayPal, or Zelle. Payment by check will be the default payment method if a Settlement Class Member does not state a preferred method of payment.

**2.4 Proof of Claim.** A maximum of one claim, submitted on a single Claim Form, may be submitted by each Settlement Class Member.

**2.5 Review of Claims.** The Settlement Administrator will be responsible for reviewing all Claim Forms to determine their validity. The Settlement Administrator will reject any Claim Form that does not comply in any material respect with the instructions on the Claim Form or the terms of Sections 2.3 and 2.4, above, or is submitted after the Claims Deadline, unless the deficiency is cured pursuant to the deficiency process as required under Section 5.2 *infra*.

**2.6 Cash Benefit – Uncleared Checks.** Cashing a settlement check is a condition precedent to any Settlement Class Member's right to receive settlement benefits. Those Settlement Class Members whose cash benefit checks are not cleared within one hundred eighty (180) days after issuance will be ineligible to receive a cash settlement benefit and Defendant will have no further obligation to make any payment pursuant to this Settlement Agreement or otherwise to

such Settlement Class members. Unpaid funds from uncleared checks will in no event revert back to Defendant. Any unpaid funds remaining after administration of the Settlement Agreement will be donated as *cy pres* to the Tennessee Voluntary Fund for Indigent Civil Representation as permitted by Tenn. Code Ann. § 16-3-821(c) and Tenn. R. Civ. P. 23.08.

**3. RELEASE.**

**3.1** The obligations incurred pursuant to this Settlement Agreement shall be a full and final disposition of the Action and any and all Released Claims, as against all Released Parties.

**3.2** Upon the Effective Date, the Releasing Parties, and each of them, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties, and each of them. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member who does not validly opt-out from this Settlement, shall, either directly, indirectly, representatively, or in any capacity, be permanently barred and enjoined from filing, commencing, prosecuting, intervening in, or participating (as a class member or otherwise) in any lawsuit, action, or other proceeding in any jurisdiction (other than participation in the Settlement as provided herein) against any Released Party based on the Released Claims.

**3.3** Additional actions had been filed against Serviced Companies in Tennessee and other jurisdictions including: (1) *Jane Doe v. DLP Frye Regional Medical Center, LLC*, No. 23-0767-I, Chancery Court for the Twentieth Judicial District of Davidson County, Tennessee; (2) *John Doe v. Riverview Medical Center, LLC*, No. 23-0768-I, Chancery Court for the Twentieth Judicial District of Davidson County, Tennessee; (3) *In re Conemaugh Pixel Litigation*, No. 3:23-cv-00110-SLH (W.D. Pa.); (4) *Barbara Janssen v. Ashley Valley Medical Center, LLC*, No. 2:23-cv-00729-AMA-DAO (D. Utah). Each of these will be dismissed following execution of this Agreement and prior to submission of the Motion for Preliminary Approval.

**4. NOTICE TO THE CLASS.**

**4.1** The Notice Plan shall consist of the following:

**(a)** *Settlement Class List.* No later than twenty (20) days after entry by the Court of the Preliminary Approval Order, Defendant shall produce to the Settlement Administrator an electronic list from its records that includes the names and last known U.S. Mail addresses of Settlement Class Members. Class Counsel's assent to this Agreement shall constitute consent on behalf of the Settlement Class to disclose this information. This Class List shall be provided to the Settlement Administrator.

**(b)** *Direct Notice.* If the Court preliminarily approves the Settlement, no later than the Notice Date, the Settlement Administrator shall send Notice substantially in the form attached as Exhibit A via U.S. Mail.

**(c)** *Update Addresses.* Prior to mailing any Notice, the Settlement Administrator will update the U.S. mail addresses of persons on the Class List using the National Change of Address database and other available resources deemed suitable by the Settlement Administrator. The Settlement Administrator shall take all reasonable steps to obtain the correct address of any Settlement Class Members for whom Notice is returned by the U.S. Postal Service as undeliverable and shall attempt re-mailings.

**(d)** *Settlement Website.* Within ten (10) days from entry of the Preliminary Approval Order, Notice shall be provided on a Settlement Website which shall be administered and maintained by the Settlement Administrator and shall include the ability to file Claim Forms on-line. The Notice provided on the Settlement Website shall be substantially in the form of Exhibit C hereto.

**(e)** *Contact from Class Counsel.* Class Counsel, in their capacity as counsel to Settlement Class Members, may from time to time contact Settlement Class Members to provide

information about the Settlement Agreement and to answer any questions Settlement Class Members may have about the Settlement Agreement.

**4.2** The Notice shall advise the Settlement Class of their rights, including the right to be excluded from, comment on, and/or object to the Settlement Agreement or any of its terms. The Notice shall specify that any objection to the Settlement Agreement, and any papers submitted in support of said objection, shall be considered by the Court at the Final Approval Hearing only if, on or before the Objection Deadline approved by the Court and specified in the Notice, the Person making the objection files notice of an intention to do so and at the same time (a) files copies of such papers he or she proposes to be submitted at the Final Approval Hearing with the Clerk of the Court and (b) sends copies of such papers by mail, hand, or overnight delivery service to Class Counsel and Defendant's Counsel.

**4.3** Any Settlement Class Member who intends to object to this Agreement must present the objection in writing, which must be personally signed by the objector or the objector's legal guardian, and must include: (1) the objector's name and address; (2) an explanation of the basis upon which the objector claims to be a Settlement Class Member; (3) all grounds for the objection, including all citations to legal authority and evidence supporting the objection; (4) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection; and (5) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel who files an appearance with the Court in accordance with the Local Rules).

**4.4** A Settlement Class Member may request to be excluded from the Settlement Class by sending a written request postmarked on or before the Exclusion Deadline approved by the



Court and specified in the Notice. To exercise the right to be excluded, a Person in the Settlement Class must timely send a written request for exclusion to the Settlement Administrator as specified in the Notice, providing his/her name and address, a signature, the name and number of the case, and a statement that he or she wishes to be excluded from the Settlement Class for purposes of this settlement. A request to be excluded that does not include all of this information, or that is sent to an address other than that designated in the Notice, or that is not postmarked within the time specified, shall be invalid, and the Person(s) serving such a request shall be a member(s) of the Settlement Class and shall be bound as a Settlement Class Member by this Agreement, if approved. Any member of the Settlement Class who validly elects to be excluded from this Agreement shall not: (i) be bound by any orders or the Final Judgment; (ii) be entitled to relief under this Settlement Agreement; (iii) gain any rights by virtue of this Agreement; or (iv) be entitled to object to any aspect of this Agreement. The request for exclusion must be personally signed by the Person requesting exclusion. So-called “mass” or “class” opt-outs shall not be allowed. To be valid, a request for exclusion must be postmarked or received by the date specified in the Notice.

**4.5** The Final Approval Hearing shall be no earlier than ninety (90) days after the Notice described in Section 4.1(d) is provided.

**4.6** Any Settlement Class Member who does not, using the procedures set forth in this Agreement and the Notice, either seek exclusion from the Settlement Class or timely file a valid Claim Form, shall not be entitled to receive any payment or benefits pursuant to this Agreement, but will otherwise be bound by all of the terms of this Agreement, including the terms of the Final Judgment to be entered in the Action and the Releases provided for in the Agreement, and will be barred from bringing any action against any of the Released Parties concerning the Released Claims.

**4.7** No Person shall have any claim against the Settlement Administrator, Defendant, Released Parties, Defendant's Counsel, Class Counsel, and/or the Class Representatives based on distributions of benefits to Settlement Class Members.

**4.8** No public statements will be made about the Settlement by Class Counsel, the Class Representatives, Defendant, or Defendant's Counsel other than through the agreed content to be posted on the Settlement Website.

## **5. SETTLEMENT ADMINISTRATION.**

**5.1** The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by this Settlement Agreement by processing Claim Forms in a rational, responsive, cost effective, and timely manner. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as are required by applicable law in accordance with its normal business practices and such records will be made available to Class Counsel and Defendant's Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. The Settlement Administrator shall provide Class Counsel and Defendant's Counsel with information concerning Notice, administration, and implementation of the Settlement Agreement. Should the Court request, the Parties shall submit a timely report to the Court summarizing the work performed by the Settlement Administrator, including a report of all amounts paid to Settlement Class Members on account of Approved Claims. Without limiting the foregoing, the Settlement Administrator shall:

**(a)** Forward to Defendant's Counsel, with copies to Class Counsel, all original documents and other materials received in connection with the administration of the Settlement, and all copies thereof, within thirty (30) days after the date on which all Claim Forms have been finally approved or disallowed in accordance with the terms of this Agreement;

(b) Receive requests to be excluded from the Settlement Class and other requests and promptly provide to Class Counsel and Defendant's Counsel copies thereof. If the Settlement Administrator receives any exclusion forms or other requests after the deadline for the submission of such forms and requests, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendant's Counsel;

(c) Provide weekly reports to Class Counsel and Defendant's Counsel, including without limitation, reports regarding the number of Claim Forms received, the number approved by the Settlement Administrator, and the categorization and description of Claim Forms rejected, in whole or in part, by the Settlement Administrator; and

(d) Make available for inspection by Class Counsel or Defendant's Counsel the Claim Forms received by the Settlement Administrator at any time upon reasonable notice.

**5.2** The Settlement Administrator shall be obliged to employ reasonable procedures to screen claims for abuse or fraud and deny Claim Forms where there is evidence of abuse or fraud. The Settlement Administrator will reject any claim that does not comply in any material respect with the instructions on the Claim Form or the terms of Sections 2.3 and/or 2.4, above, or is submitted after the Claims Deadline. Each claimant who submits an invalid Claim Form to the Settlement Administrator must be given a notice of the Claim Form's deficiency and an opportunity to cure the deficiency within twenty-one (21) days of the date of the notice. The Settlement Administrator may contact any Person who has submitted a Claim Form to obtain additional information necessary to verify the Claim Form.

**5.3** Defendant's Counsel and Class Counsel shall have the right to challenge the acceptance or rejection of a Claim Form submitted by Settlement Class Members and to obtain and review supporting documentation relating to such Claim Form. If a claim determination is

challenged, the Settlement Administrator shall re-evaluate the claim taking into consideration any evidence or argument supplied by the challenging counsel, and shall re-determine whether the claim is accepted or rejected. The Settlement Administrator's decision on re-evaluation shall be final and not subject to further review.

**5.4** In the exercise of its duties outlined in this Agreement, the Settlement Administrator shall have the right to reasonably request additional information from the Parties or any Settlement Class Member.

## **6. TERMINATION OF SETTLEMENT.**

**6.1** Subject to Sections 9.1-9.3 below, Defendant or the Class Representatives on behalf of the Settlement Class, shall have the right to terminate this Agreement by providing written notice of the election to do so ("Termination Notice") to all other Parties hereto within twenty-one (21) days of any of the following events: (i) the Court's refusal to grant Preliminary Approval of this Agreement in any material respect; (ii) the Court's refusal to grant final approval of this Agreement in any material respect; (iii) the Court's refusal to enter the Final Judgment in this Action in any material respect; (iv) the date upon which the Final Judgment is modified or reversed in any material respect by the Tennessee Court of Appeals or the Tennessee Supreme Court; or (v) the date upon which an Alternative Judgment, as defined in Section 9.1(d) of this Agreement is modified or reversed in any material respect by the Tennessee Court of Appeals or the Tennessee Supreme Court.

**6.2** The Parties agree that the Court's failure to approve, in whole or in part, the attorneys' fees payment to Class Counsel set forth in Section 8 below shall not prevent the Agreement from becoming effective, nor shall it be grounds for termination. The procedures for any application for a Fee Award are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement.

**7. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER.**

**7.1** Promptly after the execution of this Settlement Agreement, Class Counsel shall submit this Agreement together with its Exhibits to the Court and shall move the Court for Preliminary Approval of the settlement set forth in this Agreement; certification of the Settlement Class for settlement purposes only; appointment of Class Counsel and the Class Representatives; and entry of a Preliminary Approval Order in substantially the form of Exhibit D, which shall set a Final Approval Hearing date and approve the Notice and Claim Form for dissemination substantially in the form of Exhibits A, B, and C. If the Court does not set a date for the Final Approval Hearing in the Preliminary Approval Order, then the Parties shall confer and propose hearing dates to the Court. After the Court approves a particular date and time, Class Counsel shall file a notice of hearing on the Court's docket setting the date and time of the Final Approval Hearing. The Preliminary Approval Order shall also authorize the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications and expansions of the Settlement Agreement and its implementing documents (including all exhibits to this Agreement) so long as they are consistent in all material respects with the terms of the Settlement Agreement and do not limit or impair the rights of the Settlement Class.

**7.2** Defendant's agreement as to certification of the Settlement Class is solely for purposes of effectuating the Settlement and no other purpose. Defendant retains all its objections, arguments, and defenses with respect to class certification and any other issue, and reserves all rights to contest class certification and any other issue if the Settlement set out in this Agreement does not result in entry of the Final Approval Order and Final Judgment, if the Court's approval is reversed or vacated on appeal, if this Settlement is terminated as provided herein, or if the Settlement set forth in this Settlement Agreement otherwise fails to become effective. The Parties acknowledge that there has been no stipulation to any classes or certification of any classes for any

purpose other than effectuating the Settlement, and that if the Settlement set forth in this Settlement Agreement is not finally approved, if the Court's approval is reversed or vacated on appeal, if this Settlement Agreement is terminated as provided herein, or if the Settlement set forth in this Settlement Agreement otherwise fails to become effective, this agreement as to certification of the Settlement Class becomes null and void ab initio, and this Settlement Agreement or any other settlement-related statement may not be cited regarding certification of the Class, or in support of an argument for certifying any class for any purpose related to this Action or any other proceeding.

**7.3** At the time of the submission of this Agreement to the Court as described above, Class Counsel shall request that, after Notice is given, the Court hold a Final Approval Hearing and approve the settlement of the Action as set forth herein.

**7.4** After Notice is given, the Parties shall request and seek to obtain from the Court a Final Judgment, which will (among other things):

(a) find that the Court has personal jurisdiction over all Settlement Class Members and that the Court has subject matter jurisdiction to approve the Agreement, including all exhibits thereto;

(b) find that the class action has met all of the requirements of Tennessee Rule 23 for settlement purposes only;

(c) approve the Settlement Agreement and the proposed settlement as fair, reasonable, and adequate as to, and in the best interests of, the Settlement Class Members; direct the Parties and their counsel to implement and consummate the Agreement according to its terms and provisions; and declare the Agreement to be binding on, and have *res judicata* and preclusive effect over all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiffs and Releasing Parties;

**(d)** find that the Notice implemented pursuant to the Agreement (1) constitutes the best practicable notice under the circumstances; (2) constitutes notice that is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action, their right to object to or exclude themselves from the proposed Agreement, and to appear at the Final Approval Hearing; (3) is reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice; and (4) meets all applicable requirements of the Tennessee Rules of Civil Procedure, the Due Process Clause of the United States and Tennessee Constitutions, and the rules of the Court;

**(e)** find that the Class Representatives and Class Counsel adequately represent the Settlement Class for purposes of entering into and implementing the Agreement;

**(f)** dismiss the Action (including all individual claims and Settlement Class Claims presented thereby) on the merits and with prejudice, without fees or costs to any party except as provided in the Settlement Agreement;

**(g)** incorporate the Release set forth above, make the Release effective as of the date of the Effective Date, and forever discharge the Released Parties as set forth herein;

**(h)** permanently bar and enjoin all Settlement Class Members who have not been properly excluded from the respective Settlement Class from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in, any lawsuit or other action in any jurisdiction based on the Released Claims;

**(i)** without affecting the finality of the Final Judgment for purposes of appeal, retain jurisdiction as to all matters relating to administration, consummation, enforcement, and interpretation of the Settlement Agreement and the Final Judgment, and for any other necessary purpose; and

(j) incorporate any other provisions, as the Court deems necessary and just.

**8. CLASS COUNSEL'S ATTORNEYS' FEE AWARD AND CLASS REPRESENTATIVES' SERVICE AWARDS.**

**8.1** Class Counsel may receive, subject to Court approval, a Fee Award not to exceed \$8,000,000. Class Counsel will petition the Court for a Fee Award and Defendant agrees to not object to or otherwise challenge, directly or indirectly, Class Counsel's petition for reasonable Fee Award if limited to the amount set forth in this Section. Class Counsel, in turn, agrees to seek no more than the amount set forth in this Section from the Court for its Fee Award.

**8.2** The Fee Award shall be payable within ten (10) days after the Effective Date. Payment of the Fee Award shall be made by the Settlement Administrator by wire transfer to Class Counsel in accordance with the instructions to be jointly provided by Class Counsel, after completion of necessary forms by Class Counsel, including but not limited to W-9 forms.

**8.3** Class Representatives may receive, subject to Court approval, Service Awards not to exceed \$2,500 each. Class Counsel shall move the Court for an Order granting such Service Awards as part of its motion for attorneys' fees and expenses. The Service Awards shall be paid within ten (10) days of the Effective Date and shall be made by the Settlement Administrator.

**9. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION OR TERMINATION.**

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

- (a) The Parties and their counsel have executed this Agreement;
- (b) The Court has entered the Preliminary Approval Order;



(c) The Court has entered an order finally approving the Agreement, following Notice to the Settlement Class, and has entered the Final Judgment, or a judgment consistent with this Agreement in all material respects; and

(d) The Final Judgment has become Final, as defined above, or, if the Court enters an order and final judgment in a form other than that provided above (“Alternative Judgment”) and that has the consent of the Parties, such Alternative Judgment becomes Final.

**9.2** If some or all of the conditions specified in Section 9.1 are not met, or in the event that this Agreement is not approved by the Court, or the settlement set forth in this Agreement is terminated or fails to become effective in accordance with its terms, then this Settlement Agreement shall be canceled and terminated subject to Section 6.1 unless Class Counsel and Defendant’s Counsel mutually agree in writing to proceed with this Agreement. If any Party is in material breach of the terms hereof and fails to cure such material breach within thirty (30) days of notice, any other Party, provided that it is in substantial compliance with the terms of this Agreement, may terminate this Agreement on notice to all of the Parties.

**9.3** If this Agreement is terminated or fails to become effective for the reasons set forth in Sections 6.1, 9.1, or 9.2 above, the Parties shall be restored to their respective positions in the Action as of the date of the signing of this Agreement. In such event, any Final Judgment or other order entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*, and the Parties shall be returned to the *status quo ante* with respect to the Action as if this Agreement had never been entered into.

## **10. MISCELLANEOUS PROVISIONS.**

**10.1** The Parties (a) acknowledge that it is their intent to consummate this Settlement Agreement; and (b) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this

Agreement, to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Agreement, to secure final approval, and to defend the Final Judgment through any and all appeals. Class Counsel and Defendant's Counsel agree to cooperate with one another in seeking Court approval of the Settlement Agreement, entry of the Preliminary Approval Order, and the Final Judgment, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Agreement.

**10.2** The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims by Plaintiffs, the Settlement Class and each or any of them, on the one hand, against the Released Parties, and each or any of the Released Parties, on the other hand. Accordingly, the Parties agree not to assert in any forum that the Action was brought by Plaintiffs or defended by Defendant, or each or any of them, in bad faith or without a reasonable basis.

**10.3** The Parties have relied upon the advice and representation of counsel, selected by them, concerning their respective legal liability for the claims hereby released. The Parties have read and understand fully the above and foregoing agreement and have been fully advised as to the legal effect thereof by counsel of their own selection and intend to be legally bound by the same.

**10.4** Whether or not the Effective Date occurs, or the Settlement Agreement is terminated, neither this Agreement, nor the Settlement contained herein, nor any act performed or document executed pursuant to, or in furtherance of, this Agreement or the settlement:

(a) is, may be deemed, or shall be used, offered, or received against the Released Parties, or each or any of them, as an admission, concession, or evidence of, the validity of any Released Claims, the truth of any fact alleged by the Plaintiffs, the deficiency of any defense

that has been or could have been asserted in the Action, the violation of any law or statute, the reasonableness of the settlement amount or the Fee Award, or of any alleged wrongdoing, liability, negligence, or fault of the Released Parties, or any of them;

(b) is, may be deemed, or shall be used, offered, or received against Defendant, as an admission, concession, or evidence of any fault, misrepresentation, or omission with respect to any statement or written document approved or made by the Released Parties, or any of them;

(c) is, may be deemed, or shall be used, offered, or received against the Released Parties, or each or any of them, as an admission or concession with respect to any liability, negligence, fault, or wrongdoing as against any Released Parties, in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. However, the Settlement, this Agreement, and any acts performed and/or documents executed in furtherance of, or pursuant to, this Agreement and/or Settlement may be used in any proceedings as may be necessary to effectuate the provisions of this Agreement. Further, if this Settlement Agreement is approved by the Court, any Party or any of the Released Parties may file this Agreement and/or the Final Judgment in any action that may be brought against such Party or Parties to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim;

(d) is, may be deemed, or shall be construed against Plaintiffs, the Settlement Class, the Releasing Parties, or each or any of them, or against the Released Parties, or each or any of them, as an admission or concession that the consideration to be given hereunder represents an amount equal to, less than or greater than that amount that could have or would have been recovered after trial; and

(e) is, may be deemed, or shall be construed as or received in evidence as an admission or concession against Plaintiff, the Settlement Class, the Releasing Parties, or each and any of them, or against the Released Parties, or each or any of them, that any of Plaintiffs' claims are with or without merit or that damages recoverable in the Action would have exceeded or would have been less than any particular amount.

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

**10.6** The waiver by one Party of any breach of this Agreement by any other Party shall not be deemed as a waiver of any other prior or subsequent breaches of this Agreement.

**10.7** All the Exhibits to this Agreement are material and integral parts thereof and are fully incorporated herein by this reference.

**10.8** This Agreement and its Exhibits set forth the entire agreement and understanding of the Parties with respect to the matters set forth herein, and supersede all prior negotiations, agreements, arrangements, and undertakings with respect to the matters set forth herein. No representations, warranties, or inducements have been made to any Party concerning this Settlement Agreement or its Exhibits other than the representations, warranties, and covenants contained and memorialized in such documents. This Agreement may be amended or modified only by a written instrument signed by, or on behalf of, all Parties or their respective successors in interest.

**10.9** Except as otherwise provided herein, each Party shall bear its own costs.

**10.10** Plaintiffs represent and warrant that they have not assigned any claim or right or interest therein as against the Released Parties to any other Person or Party and that they are fully entitled to release the same.

**10.11** Each counsel or other Person executing this Settlement Agreement, any of its Exhibits, or any related settlement documents on behalf of any Party hereto, hereby warrants and represents that such Person has the full authority to do so and has the authority to take appropriate action required or permitted to be taken pursuant to the Agreement to effectuate its terms. Class Counsel in particular warrants that they are authorized to execute this Settlement Agreement on behalf of Plaintiff and the Settlement Class (subject to final approval by the Court after notice to all Settlement Class Members), and that all actions necessary for the execution of this Settlement Agreement have been taken. Class Counsel has the authority to dismiss the actions set forth in Section 3.3 following execution hereof.

**10.12** This Agreement may be executed in one or more counterparts. Signature by digital means, facsimile, or in PDF format will constitute sufficient execution of this Agreement. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court if the Court so requests.

**10.13** This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and the Released Parties.

**10.14** The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Agreement, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied in this Agreement.

**10.15** This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

**10.16** This Agreement is deemed to have been prepared by counsel for all Parties, as a result of arm's-length negotiations among the Parties. Because all Parties have contributed

substantially and materially to the preparation of this Agreement, it shall not be construed more strictly against one Party than another.

**10.17** Where this Agreement requires notice to the Parties, such notice shall be sent to the following counsel:

Mark S. Melodia  
Sophie L. Kletzien  
**HOLLAND & KNIGHT LLP**  
31 W. 52nd Street, 12th Floor  
New York, NY 10019  
Tel: (212) 513-3583  
Fax: (212) 385-9010  
mark.melodia@hklaw.com  
sophie.kletzien@hklaw.com

Paul Bond  
**HOLLAND & KNIGHT LLP**  
1650 Market Street, Suite 3300  
Philadelphia, PA 19103  
Tel: (215) 252-9535  
paul.bond@hklaw.com

Quynh-Anh D. Kibler  
**HOLLAND & KNIGHT LLP**  
511 Union Street, Suite 2700  
Nashville, TN 37219  
Tel: (615) 850-8475  
qa.kibler@hklaw.com

*Counsel for Defendant*

J. Gerard Stranch, IV  
**STRANCH, JENNINGS & GARVEY, PLLC**  
223 Rosa L. Parks Avenue, Suite 200  
Nashville, TN 37203  
Tel: (615) 254-8801  
Fax: (615) 255-5419  
gstranch@stranchlaw.com

Gary M. Klinger  
**MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC**  
227 W. Monroe Street, Suite 2100  
Chicago, IL 60606  
Tel: (866) 252-0878  
gklinger@milberg.com

Lynn Toops  
**COHEN & MALAD LLP**  
One Indiana Square, Suite 1400  
Indianapolis, IN 46204  
Tel: (317) 636-6481  
ltoops@cohenandmalad.com

*Counsel for Plaintiffs*

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[SIGNATURE PAGES ON NEXT PAGE]

**IT IS SO AGREED TO BY THE PARTIES:**

**J. GERARD STRANCH, IV**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
J. Gerard Stranch, I.  
[gstranch@stranchlaw.com](mailto:gstranch@stranchlaw.com)  
Counsel for Plaintiffs

Signed by:  
  
64DA70E969B54C7...

**GARY M. KLINGER**

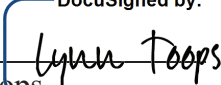
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Gary M Klinger  
[gklinger@milberg.com](mailto:gklinger@milberg.com)  
Counsel for Plaintiffs

**LYNN TOOPS**

Dated: \_\_\_\_\_


By: \_\_\_\_\_  
Lynn Toops  
[ltoops@cohenandmalad.com](mailto:ltoops@cohenandmalad.com)  
Counsel for Plaintiffs

DocuSigned by:  
  
D9B8B8938A374C0...

**HSCGP, LLC**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Michael Grooms  
[Michael.grooms@lpnt.net](mailto:Michael.grooms@lpnt.net)  
President of HSCGP, LLC

Signed by:  
  
3B7B7B859781474...

**IT IS SO AGREED TO BY THE PARTIES:**

**J. GERARD STRANCH, IV**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
J. Gerard Stranch, IV  
[gstranch@stranchlaw.com](mailto:gstranch@stranchlaw.com)  
Counsel for Plaintiffs

**GARY M. KLINGER**

11/25/2024  
Dated: \_\_\_\_\_

Signed by:  
  
By: \_\_\_\_\_  
16725525D2A049A...  
Gary M Klinger  
[gklinger@milberg.com](mailto:gklinger@milberg.com)  
Counsel for Plaintiffs

**LYNN TOOPS**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Lynn Toops  
[ltoops@cohenandmalad.com](mailto:ltoops@cohenandmalad.com)  
Counsel for Plaintiffs

**HSCGP, LLC**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Michael Grooms  
[Michael.grooms@lpnt.net](mailto:Michael.grooms@lpnt.net)  
President of HSCGP, LLC



**EXHIBIT A**

COURT AUTHORIZED NOTICE OF CLASS  
ACTION AND PROPOSED SETTLEMENT

OUR RECORDS INDICATE YOU  
MAY BE ENTITLED TO A  
PAYMENT FROM A CLASS  
ACTION SETTLEMENT.

HSCGP Settlement  
Settlement Administrator  
P.O. Box 0000  
City, ST 00000-0000

Postal Service: Please do not mark barcode

XXX—«ClaimID» «MailRec»

«First1» «Last1»

«C/O»

«Addr1» «Addr2»

«City», «St» «Zip» «Country»

**[VALIDATION CODE: Unique Validation Code]**

By Order of the Court Dated: [date]

**Do Not Discard This Postcard if You Wish to Make a Claim for \$38 as described below.**  
**The Front of This Postcard Contains a Validation Code You Will Need to Make Your \$38 Claim.**

A settlement has been reached in a class action lawsuit involving Defendant, HSCGP, LLC (“HSCGP”). HSCGP manages websites for a number of healthcare companies (“Serviced Companies”). The lawsuit alleges that HSCGP managed the websites of Serviced Companies in such a way as to disclose their patients’ personally identifiable information (“PII”) and/or protected health information (“PHI”) to third parties via the Meta Pixel and other tracking, analytics, and/or advertising technologies without consent in violation of applicable law. Defendant denies all Plaintiffs’ claims in the lawsuit and maintains that it did nothing wrong but has agreed to the settlement to avoid the expense, burden, and uncertainties associated with continuing the case.

**Am I a Class Member?** Our records indicate you may be a Class Member. Class Members are all United States residents who, between August 1, 2021, and June 30, 2023, accessed the Patient Portal of a company whose website was maintained by Defendant.

**What Can I Get?** You must submit a Claim Form, which can be found at [hyperlink] to receive a payment of \$38.00. Defendant has agreed to pay all approved claims to the Settlement Class, together with notice and administrative expenses, and approved attorneys’ fees and costs to Class Counsel.

**How Do I Get a Payment?** You must submit a timely and complete Claim Form **no later than [claims deadline]**. You can file a claim by going to [website.] Your payment will come by check unless you elect to receive payment electronically by PayPal, Venmo, or Zelle. Claim Forms must be submitted online by 11:59 p.m. CT on [DATE] or postmarked and mailed by [DATE]. To file a claim, you will need to use the Validation Code listed on the front of this postcard.

**What are My Other Options?** You may exclude yourself from the Class by sending a letter to the settlement administrator no later than [objection/exclusion deadline]. If you exclude yourself, you cannot get a settlement payment, but you keep any rights you may have to sue the Defendant over the legal issues in the lawsuit. You and/or your lawyer have the right to appear before the Court and/or object to the proposed settlement. Your written objection must be filed no later than [objection/exclusion deadline]. Specific instructions about how to object to, or exclude yourself from, the Settlement are available at [www.hscgpsettlement.com](http://www.hscgpsettlement.com). If you file a claim or do nothing, and the Court approves the Settlement, you will be bound by all the Court’s orders and judgments. In addition, your claims relating to the alleged disclosure of patient information to third parties in this case against the Defendant will be released.

**Who Represents Me?** The Court has appointed lawyers J. Gerard Stranch, IV, Gary Klinger, and Lynn Toops to represent the Class. These attorneys are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

**When Will the Court Consider the Proposed Settlement?** The Court will hold the Final Approval Hearing at [time]m. on [date] in Courtroom 509 at the Historic Metro Courthouse, Fifth Circuit Court for Davidson County, 1 Public Square, Nashville, Tennessee 37201. At that hearing, the Court will: hear any objections concerning the fairness of the Settlement; determine the fairness of the Settlement; and decide whether to approve Class Counsel’s request for attorneys’ fees and costs. Defendant has agreed to pay Class Counsel’s reasonable attorneys’ fees in an amount to be determined by the Court. Class Counsel is entitled to seek no more than \$8,000,000, but the Court may award less than this amount. Class Counsel’s fee award will not reduce the amount Defendant will pay to Class Members.

**How Do I Get More Information?** For more information, including the full Notice, Claim Form and Settlement Agreement go to [www.hscgpsettlement.com](http://www.hscgpsettlement.com), contact the Settlement Administrator at 1-[- -] or HSCGP Settlement Administrator, [address].

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

HSCGP Settlement Administrator  
c/o [Settlement Administrator]  
PO Box 0000  
City, ST 00000-0000

**XXX**

**EXHIBIT B**

**Jane Doe v. HSCGP, LLC**

In the Fifth Circuit Court for Davidson County, Tennessee

Case No.: 23C2513

Claim Form

**If you are a Settlement Class Member and wish to receive a payment, your completed Claim Form must be postmarked on or before [REDACTED] or submitted online on or before [REDACTED].**

Please read the full notice of this settlement (available at hscgpsettlement.com) carefully before filling out this Claim Form.

To be eligible to receive any benefits from the settlement obtained in this class action lawsuit, you must submit this completed Claim Form online or by mail:

**ONLINE:** Submit this Claim Form.

**MAIL:** [ADDRESS]

---

**PART ONE: CLAIMANT INFORMATION & PAYMENT METHOD ELECTION**

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Provide your name and contact information below. It is your responsibility to notify the Settlement Administrator of any changes to your contact information after the submission of your Claim Form.

**FIRST NAME**

**LAST NAME**

**STREET ADDRESS**

**CITY**

**STATE**

**ZIP CODE**

**EMAIL ADDRESS**

**VALIDATION CODE (ON POSTCARD)**

**CASH PAYMENT:** If, between August 1, 2021, and June 30, 2023, you accessed the Patient Portal of a company whose website was maintained by Defendant, we sent you a postcard notice. Therefore, you may file a claim and receive \$38.00.

The cash will be sent in the form of a check, unless otherwise indicated below. If you would like payment in a different form, please select from the options below:

Venmo            Venmo Username: \_\_\_\_\_

PayPal            PayPal Email: \_\_\_\_\_

Zelle            Zelle Email: \_\_\_\_\_

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**PART TWO: ATTESTATION UNDER PENALTY OF PERJURY**

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All the information on this Claim Form is true and correct to the best of my knowledge. I understand that my Claim Form may be subject to audit, verification, and Court review.

**SIGNATURE**

**DATE**

**Please keep a copy of your Claim Form for your records**

**EXHIBIT C**



**Jane Doe v. HSCGP, LLC**  
In the Fifth Circuit Court for Davidson County, Tennessee  
Case No.: 23C2513

**If, between August 1, 2021, and June 30, 2023, you accessed the patient portal of a website maintained by HSCGP, LLC, you may be entitled to a payment from a Class Action Settlement.**

*A court authorized this notice. You are not being sued. This is not a solicitation from a lawyer.*

- A settlement has been reached in a class action lawsuit involving Defendant, HSCGP, LLC. HSCGP manages websites for a number of healthcare companies (“Serviced Companies”). The lawsuit alleges that HSCGP managed the websites of Serviced Companies in such a way as to disclose their patients’ personally identifiable information (“PII”) and/or protected health information (“PHI”) to third parties via the Meta Pixel and other tracking, analytics, and/or advertising technologies without consent in violation of applicable law. Defendant denies all of Plaintiff’s claims in the lawsuit and maintains that it did nothing wrong but have agreed to the settlement to avoid the expense, burden, and uncertainties associated with continuing the case.
- You are included if, between August 1, 2021, and June 30, 2023, you accessed the Patient Portal of a company whose website was maintained by Defendant.
- Persons included in the Settlement will be eligible to submit a Claim Form to receive a cash payment of \$38.00.
- Read this notice carefully. Your legal rights are affected whether you act, or do not act.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM FORM BY [DATE]</b>	This is the <b>only</b> way to receive a payment.
<b>EXCLUDE YOURSELF BY [DATE]</b>	You will receive no benefits, but you will retain any rights you currently have to sue the Defendant about the claims in this case.
<b>OBJECT BY [DATE]</b>	Write to the Court explaining why you don’t like the Settlement.
<b>GO TO THE HEARING BY [DATE]</b>	Ask to speak in Court about your opinion of the Settlement.
<b>DO NOTHING</b>	You <b>will not</b> get a share of the Settlement benefits and will give up your rights to sue the Defendant about the claims in this case.

Your rights and options—and the deadlines to exercise them—are explained in this Notice.

## BASIC INFORMATION

### 1. Why was this Notice issued?

A Court authorized this notice because you have a right to know about a proposed Settlement of this class action lawsuit and about all your options, before the Court decides whether to give final approval to the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

The case is called *Doe v. HSCGP, LLC*, Case No. 23C2513, pending in the Fifth Circuit Court for Davidson County, Tennessee. The person who sued is called the Plaintiff. The Defendant is HSCGP, LLC.

### 2. What is a class action?

In a class action, one or more people called the class representatives (in this case, Jane Doe, Anita Augusty, Patricia Ball, Jamie Barry, Effie Carter, Evita Cooper, Demorris Gear, Dawn Harper, Barbara Janssen, Tonya Lynn Johnson, Tammie Knight, Roberta Malone Shay, Summer McDonald, Zachary Maxwell, Sharee Peacock, Kevin Prescott, Denny Randall, Cheryl Rhoades, Laura Shelton, James Shewey, Alyssa Swetlock, and Tina Tucker) sue on behalf of a group or a “class” of people who have similar claims. In a class action, the court resolves the issues for all class members, except for those who exclude themselves from the Class.

### 3. What is this lawsuit about?

The lawsuit alleges that HSCGP, LLC managed the websites of Serviced Companies in such a way as to disclose their patients’ personally identifiable information (“PII”) to third parties via the Meta Pixel and other tracking, analytics, and/or advertising technologies without consent in violation of applicable law. Defendant denies all of Plaintiff’s claims in the lawsuit and maintains that it did nothing wrong.

### 4. Why is there a Settlement?

By agreeing to settle, both sides avoid the cost and risk of a trial, and people who submit valid timely claims will get compensation. The Representative Plaintiff and her attorneys believe the settlement is fair, reasonable, and adequate and, thus, best for the Settlement Class and its members. The settlement does NOT mean that Defendant did anything wrong.

## WHO’S INCLUDED IN THE SETTLEMENT?

### 5. How do I know if I am in the Settlement Class?

The **Settlement Class** is defined as:

all United States residents who, from August 1, 2021, to June 30, 2023, accessed the Patient Portal of any Serviced Company.

Excluded from the Settlement Class are: (1) the Judge presiding over the lawsuit, any members of the Judge's respective staffs, and immediate members of the Judge's family; (2) officers and directors of Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest; (3) persons who timely and validly request exclusion from and/or opt-out of the Settlement Class; and (4) the legal representatives, successors or assigns of any such excluded persons.

## THE SETTLEMENT BENEFITS

### 6. What does the Settlement provide?

**Monetary Relief:** Each Settlement Class Member who files a valid claim will receive a cash payment of \$38.00. In addition, Defendant has agreed to pay the costs of notice and administration of the settlement, and approved attorneys' fees and costs to Class Counsel.

A detailed description of the settlement benefits can be found in the Settlement Agreement.  
[insert hyperlink]

### 7. How much will my payment be?

You **must** submit a Claim Form (see instructions below) to receive a payment. **If you submit a valid Claim Form, you will receive a \$38.00 cash payment.**

You must provide proof of your Settlement Class membership when filing a claim by providing the unique Notice ID and Confirmation Code on the notice you received by postcard. If for some reason you did not receive this information, but believe you are a Settlement Class Member, please call 1-XXX-XXX-XXXX to verify your identity and receive further information on how to file a claim.

### 8. When will I get my payment?

The hearing to consider the fairness of the settlement is scheduled for [Final Approval Hearing Date]. If the Court approves the settlement, eligible Class Members whose claims were approved by the Settlement Administrator will receive their payment 150 days after the Settlement has been finally approved and any appeals process is complete. The payment will be made in the form of a check, unless you elect to receive payment by PayPal, Venmo, or Zelle, and all checks will expire and become void 180 days after they are issued.

## HOW TO GET BENEFITS

**9. How do I get a payment?**

You **must** complete and submit a Claim Form to receive a payment. You may submit a Claim Form either electronically on the Settlement Website by clicking [here](#) **[insert hyperlink]**, or by printing and mailing in a paper Claim Form, copies of which are available for download [here](#) **[insert hyperlink]**. Claim Forms must be submitted online by 11: 59 p.m. CT on **[date]** or postmarked and mailed by **[date]**.

**REMAINING IN THE SETTLEMENT**

**10. What am I giving up if I stay in the Class?**

If the Settlement becomes final, you will give up your right to sue Defendant and other released parties for the claims this Settlement resolves. The Settlement Agreement describes the specific claims you are giving up against Defendant. You will be “releasing” the Defendant and certain of its affiliates described in Section 1.26 of the Settlement Agreement. Unless you exclude yourself (*see* Question 14), you are “releasing” the claims, regardless of whether you submit a claim or not. The Settlement Agreement is available through the “court documents” link on the website.

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions you can talk to the lawyers listed in Question 12 for free or you can, of course, talk to your own lawyer if you have questions about what this means.

**11. What happens if I do nothing at all?**

If you do nothing, you will not get any benefits from this Settlement. But, unless you exclude yourself, you will not be able to pursue a lawsuit or be part of any other lawsuit against Defendant for the claims being resolved by this Settlement.

**THE LAWYERS REPRESENTING YOU**

**12. Do I have a lawyer in the case?**

The Court has appointed J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC, Lynn Toops of Cohen & Malad, LLP, and Gary Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC to be the attorneys representing the Settlement Class. They are called “Class Counsel.” They believe, after conducting an extensive investigation, that the Settlement Agreement is fair, reasonable, and in the best interests of the Settlement Class. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

**13. How will the lawyers be paid?**

Class Counsel’s attorneys’ fees, costs, and expenses will be paid separately by Defendant and awarded by the Court. Class Counsel is entitled to seek no more than \$8,000,000, but

the Court may award less than this amount. Class Counsel's fee award will not reduce any payments to Class Members.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

### 14. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must mail or otherwise deliver a letter (or request for exclusion) stating that you want to be excluded from the Settlement in *Doe v. HSCGP, LLC*, Case No. 23C2513, pending in the Fifth Circuit Court for Davidson County, Tennessee. Your letter or request for exclusion must also include your name, your address, your signature, the name and number of this case, and a statement that you wish to be excluded. You must mail or deliver your exclusion request no later than **[objection/exclusion deadline]** to:

HSCGP Settlement  
0000 Street  
City, ST 00000

### 15. If I do not exclude myself, can I sue Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue the Defendant for the claims being resolved by this Settlement.

### 16. If I exclude myself, can I get anything from this Settlement?

No. If you exclude yourself you will not be entitled to any benefits of the Settlement, and you should not submit a Claim Form to ask for benefits.

## OBJECTING TO THE SETTLEMENT

### 17. How do I object to the Settlement?

If you're a Class Member, you can object to the Settlement if you do not like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must file with the Court a letter or brief stating that you object to the Settlement in *Doe v. HSCGP, LLC*, Case No. 23C2513, pending in the Fifth Circuit Court for Davidson County, Tennessee, and identify all your reasons for your objections (including citations and supporting evidence) and attach any materials you rely on for your objections. Your letter or brief must also include your name, an explanation of the basis upon which you claim to be a Settlement Class Member, the name and contact information of any and all attorneys representing, advising, or in any way assisting you in connection with your objection, and your signature. If you, or an attorney assisting you with your objection, have ever objected to any class action settlement where you or the objecting attorney has asked for or received payment in exchange for dismissal of the

objection (or any related appeal) without modification to the settlement, you must include a statement in your objection identifying each such case by full case caption. You must also mail or deliver a copy of your letter or brief to Class Counsel and Defendant’s Counsel listed below.

Class Counsel will file with the Court and post on this website its request for attorneys’ fees by [two weeks prior to objection deadline].

If you want to appear and speak at the Final Approval Hearing to object to the Settlement, with or without a lawyer (explained below in answer to Question Number 21), you must say so in your letter or brief and file the objection with the Court and mail a copy to these two different places postmarked no later than [objection deadline].

Court	Class Counsel	Defendant’s Counsel
<p><b>Mailing Address:</b> Circuit Court Clerk’s Office P.O. Box 196303 Nashville, TN 37219-6303</p> <p><b>Street Address:</b> Circuit Court Clerk’s Office 1 Public Square Suite 302 Nashville, TN 37201</p>	<p>J. Gerard Stranch, IV of Stranch, Jennings &amp; Garvey, PLLC, Lynn Toops of Cohen &amp; Malad, LLP, and Gary Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC</p> <p><b>Mailing Address:</b> 223 Rosa L. Parks Avenue, Suite 200 Nashville, TN 37203</p>	<p>Mark S. Melodia, Paul Bond, Sophie L. Kletzien and Quynh-Anh D. Kibler of Holland &amp; Knight LLP</p> <p><b>Mailing Address:</b> [insert mailing address]</p>

**18. What is the difference between objecting and excluding myself from the Settlement?**

Objecting simply means telling the Court that you do not like something about the Settlement, such that you believe the Court should not approve the Settlement. You can object only if you stay in the Class. Excluding yourself from the Class is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

**THE COURT’S FINAL APPROVAL HEARING**

**19. When and where will the Court decide whether to approve the Settlement?**

The Court will hold the Final Approval Hearing at [ ] .m. on [date] in Courtroom 509 at the Historic Metro Courthouse, Fifth Circuit Court for Davidson County, 1 Public Square, Nashville, Tennessee 37201. The purpose of the hearing will be for the Court to

determine whether to approve the Settlement as fair, reasonable, adequate, and in the best interests of the Class and to consider the Class Counsel's request for attorneys' fees and expenses. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement.

The hearing may be postponed to a different date or time without notice, so it is a good idea to check [[www.hscgpsettlement.com](http://www.hscgpsettlement.com)] or call [number].

**20. Do I have to come to the hearing?**

No. Class Counsel will answer any questions the Court may have. Nevertheless, you are welcome to come at your own expense. If you submit a valid objection, you do not have to come to Court to argue it. If you filed and mailed your written objection on time, the Court will consider it. You may also pay another lawyer to attend, but that is not required.

**21. May I speak at the hearing?**

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include in your letter or brief objecting to the settlement a statement saying that it is your "Notice of Intent to Appear in *Doe v. HSCGP, LLC*, Case No. 23C2513." It must include your name, address, telephone number and signature as well as the name and address of your lawyer, if one is appearing for you. Your objection and notice of intent to appear must be filed with the Court and postmarked no later than [**objection deadline**], and must be sent to the addresses listed in Question 17.

## GETTING MORE INFORMATION

**22. Where do I get more information?**

This Notice summarizes the Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at [www.hscgpsettlement.com](http://www.hscgpsettlement.com). You may also write with questions to HSCGP Settlement, **P.O. Box 0000, City, ST 00000**. You can call the Settlement Administrator at **1-800-000-0000** or Class Counsel at [number], if you have any questions. Before doing so, however, please read this full Notice carefully. You may also find additional information elsewhere on the case website.