# Exhibit A

**IN THE FIFTH CIRCUIT COURT FOR SHELBY COUNTY, TENNESSEE**
**FOR THE THIRTIETH JUDICIAL DISTRICT AT MEMPHIS**

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| JANE DOE, on behalf of all similarly situated,<br>*Plaintiff*,<br>v.<br>AMISUB (SFH), INC. D/B/A SAINT FRANCIS HOSPITAL - MEMPHIS,<br>*Defendant*. | Case No.: CT-3086-23 |

# CLASS ACTION SETTLEMENT AGREEMENT

This Agreement ("Agreement" or "Settlement Agreement") is entered into by and among (i) the following individuals who are named Plaintiffs in this case and in the Related Actions defined below: Melissa Alvarez, Karen Beauregard, Lori Woolhouse, Cory Burns, Colleen Burns, George Demiter, Blake Busson, Sidney Cauthen, Heather DeLano, Patricia Flores, Jacqueline Hillie, Michael L. Johnson, Sr., Romanda Williams Johnson, Jennifer Mathis, Robert Oldham, Tiffany Rodriguez, Jonathan Schmid, Latonya Williams, Barbara-Ann Klickstein, Nancy Zide, Lisa Danforth, Tammy Newman, Victoria Randolph, Michael Johnson, Lori Beltran, Brittany Matus, Mark Mehring, and Judith Harrill (collectively, "Plaintiffs"); (ii) the Settlement Class (as defined herein); and (iii) Defendant, Tenet Healthcare Corporation ("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.** An "affiliated covered entity" is a group of organizations under common ownership or control who designate themselves as a single entity for purposes of compliance with the Health Insurance Portability and Accountability Act.

**B.** Defendant and the Affiliated Covered Entities defined below are an "affiliated covered entity."

**C.** Amisub (Sfh), Inc. d/b/a Saint Francis Hospital – Memphis ("SFHM") is a hospital system located in Memphis, Tennessee which, since 1974, has served the east Memphis community, with a mission, "to heal, support and comfort all whom [it] serve[s] in the tradition of Catholic health care." SFHM is one of the Affiliated Covered Entities.

**D.** Like the other Affiliated Covered Entities, SFHM has a public-facing non-authenticated website, https://www.saintfrancishosp.com (the "Website"), that users may visit. The Website also provides a hyperlink to the patient portal associated with SFHM, which directs the user to a third-party domain that hosts the patient portal ,which allow patients to search for physicians, locate healthcare facilities, learn about specific health conditions and treatment options, schedule appointments, including to check into emergency rooms and to schedule telehealth appointments, pay bills, sign up for classes and events, and more.

**E.** This action was filed against SFHM on July 28, 2023, in the Circuit Court for Shelby County, Tennessee under the name *Jane Doe v. AMISUB (SFH), Inc. d/b/a Saint Francis Hospital - Memphis* (the "Action").

**F.** The material allegations of the Action centered on SFHM's and the other Affiliated Covered Entities allegedly improper practices of disclosing the confidential Personally Identifying

Information ("PII") and/or Protected Health Information ("PHI")[1] (collectively referred to as "Private Information") of Plaintiffs and the proposed Class Members to third parties, including Meta Platforms, Inc. d/b/a Meta ("Facebook" or "Meta"), Google, LLC ("Google"), Marketo, Invoca, and Healthgrades, and likely others via website tracking technologies.

**G.** At all times, Defendant and the Affiliated Covered Entities have denied any wrongdoing or liability.

**H.** Shortly after filing the Complaint, the Parties began to discuss the possibility of early resolution of the Action.

**I.** As part of these negotiations, and to competently assess their negotiating positions, the Parties exchanged informal discovery, 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 Affiliated Covered Entities. 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.

**J.** On November 1, 2023, Plaintiff filed an Amended Complaint against SFHM.

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[1] Under the Health Insurance Portability and Accountability Act, 42 U.S.C. § 1320d *et seq.*, and its implementing regulations ("HIPAA"), "protected health information" is defined as individually identifiable information relating to the past, present, or future health status of an individual that is created, collected, or transmitted, or maintained by a HIPAA-covered entity in relation to the provision of healthcare, payment for healthcare services, or use in healthcare operations. 45 C.F.R. § 160.103 *Protected health information.* "Business Health information such as diagnoses, treatment information, medical test results, and prescription information are considered protected health information under HIPAA, as are national identification numbers and demographic information such as birth dates, gender, ethnicity, and contact and emergency contact information. *Summary of the HIPAA Privacy Rule*, DEP'T FOR HEALTH & HUM. SERVS., https://www.hhs.gov/hipaa/for-professionals/privacy/laws-regulations/index.html (last accessed Apr. 16, 2020). Plaintiffs claim that SFHM is clearly a "covered entity" and some of the data allegedly compromised in this action arises out of is "protected health information," subject to HIPAA.

**K.** Related actions arising from substantially similar conduct were filed against Tenet Healthcare Corporation and certain of the Affiliated Covered Entities in the United States District Court for the Eastern District of California, the Superior Court of the State of California for the County of Orange, the United States District Court for the District of Massachusetts, the District Court of Dallas County, Texas, and the United States District Court for the Central District of California (the "Related Cases"). In connection with this Settlement, the Parties have agreed that Plaintiffs will file a Stipulated Amended Complaint in the Action, which consolidates allegations in the Related Cases so that these allegations may be settled efficiently in a single judicial proceeding.

**L.** At all times, Defendant and the Affiliated Covered Entities have denied and continue to deny any wrongdoing whatsoever and have denied and continue to deny that they committed any wrongful act or failed to fulfill any legal duty. Defendant and the Affiliated Covered Entities believe they 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 Affiliated Covered Entities, or any of the Released Parties (defined below), with respect to any claim of any fault or liability or wrongdoing or damage whatsoever.

**M.** Plaintiffs believe that the claims asserted in the Action against Defendant and/or the Affiliated Covered Entities have merit and that Plaintiffs would have prevailed at summary

judgment and/or trial. Nonetheless, Plaintiffs and Class Counsel (defined below) recognize that Defendant and/or the Affiliated Covered Entities have raised factual and legal defenses that present a risk that Plaintiffs may not prevail. Plaintiffs and Class Counsel also recognize the expense and delay associated with continued prosecution of the Action against Defendant and the Affiliated Covered Entities through class certification, summary judgment, trial, and any subsequent appeals. Plaintiffs 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, Plaintiffs believe 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.

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED** by and among Plaintiffs, the Settlement Class, and each of them, and Defendant and the Affiliated Covered Entities, 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. AMISUB (SFH), Inc. d/b/a Saint Francis Hospital - Memphis*, Case No. CT-3086-23, pending in the Fifth Circuit Court for Shelby County, Tennessee.

**1.2** **"Affiliated Covered Entities"** means the entities listed on **Exhibit F**.

**1.3** "**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 $16.00.

**1.4** "**Claim**" means a claim for settlement benefits made under the terms of this Settlement Agreement.

**1.5** "**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.

**1.6** "**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.

**1.7** "**Class Counsel**" means J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC.

**1.8** **"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.

**1.9** **"Class Period"** means January 1, 2017 through September 18, 2023.

**1.10** "**Class Representatives**" means Melissa Alvarez, Karen Beauregard, Lori Woolhouse, Cory Burns, Colleen Burns, George Demiter, Blake Busson, Sidney Cauthen, Heather DeLano, Patricia Flores, Jacqueline Hillie, Michael L. Johnson, Sr., Romanda Williams Johnson, Jennifer Mathis, Robert Oldham, Tiffany Rodriguez, Jonathan Schmid, Latonya Williams, Barbara-Ann Klickstein, Nancy Zide, Lisa Danforth, Tammy Newman, Victoria Randolph, Michael Johnson, Lori Beltran, Brittany Matus, Mark Mehring, and Judith Harrill.

**1.11** "**Court**" means the Fifth Circuit Court of Shelby County and the Judge presiding over the Action.

**1.12** "**Defendant**" means Tenet Healthcare Corporation.

**1.13** "**Defendant's Counsel**" means Jonathan E. Nelson and Jessalyn H. Zeigler of Bass, Berry & Sims PLC and Scott A. Elder of Alston & Bird LLP.

**1.14** "**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.

**1.15** "**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 the Notice set forth in Section 4.1(b) is sent.

**1.16** "**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.

**1.17** "**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.

**1.18** "**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.

**1.19** "**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.

**1.20** "**Identifiable Individual**" means an individual who during the Class Period used any website or patient portal owned or operated by Defendant, Affiliated Covered Entities, or

former Affiliated Covered Entities to (i) create a patient portal account; (ii) submit a webform; or (iii) check in to an urgent care or emergency room during the Class Period.

**1.21** "**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.

**1.22** "**Notice Date**" means the date by which the Notice set forth in Section 4.1(b) is sent, which shall be no later than thirty (30) days after entry by the Court of the Preliminary Approval Order.

**1.23** "**Objection Deadline**" means the date by which a written objection to this Settlement Agreement must be made, which shall be sixty (60) days after the Notice set forth in Section 4.1(b) is sent.

**1.24** **"Online Platforms"** means the websites, patient portals, the Healthelife app, and other web-based tools and services operated by or on behalf of Defendant and the Affiliated Covered Entities.

**1.25** "**Patient Portal**" means a secure online website that gives patients access to records that contain protected health information.

**1.26** "**Person**" shall mean a natural person, living at the time of the entry of the Final Approval Order.

**1.27** "**Plaintiffs**" means Plaintiffs and the Settlement Class Members.

**1.28** "**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.

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

**1.30** **"Related Actions"** means:

**(a)** Plaintiffs Lori Woolhouse, Cory Burns, Blake Busson, and Tiffany Rodriguez's action against Defendants Tenet Healthcare Corporation, Doctors Medical Center of Modesto, Inc., Desert Regional Medical Center, Inc., and Twin Cities Community Hospital, Inc. *See Jane Doe, et al. v. Tenet Healthcare Corp., et al.*, No. 1:23-cv-01106-DC-CKD (E.D. Cal.);

**(b)** Plaintiffs Lisa Danforth, Tammy Newman, Victoria Randolph, and Michael Johnson's action against Defendants Placentia-Linda Hospital, Inc., Tenet Healthcare Corporation, Doctors Medical Center of Modesto, Inc., HDMC Holdings, LLC, and Sierra Vista Hospital, Inc. *See Danforth, et al. v. Placentia-Linda Hospital, Inc., et al.*, No. 30-2023-01321351-CU-PO-CXC (Orange Cnty. Super. Ct.);

**(c)** Plaintiffs Karen Beauregard and Jonathan Schmid's action against Defendant Tenet Healthcare Corporation. *See Beauregard, et al. v. Tenet Healthcare Corp.*, No. 1:23-cv-12978-PBS (D. Mass.);

**(d)** Plaintiff Melissa Alvarez's action against Defendant Tenet Healthcare Corporation. *See Jane Doe v. Tenet Healthcare Corp. d/b/a Baptist Health System*, No. DC-23-18256 (160th Jud. Dist., Dallas Cnty., Tex.);

**(e)** Plaintiffs Barbara-Ann Klickstein and Nancy Zide's action against Defendants Desert Care Network, Desert Regional Medical Center, Inc., JFK Memorial Hospital, Inc., and Tenet Healthcare. *See B.K., et al. v. Desert Care Network, et al.*, No. 2:23-cv-05021 (C.D. Cal.);

**(f)** Plaintiffs Lori Beltran, Brittany Matus, and Mark Mehring's action against Defendants Doctors Medical Center of Modesto and Tenet Health. *See Lori Beltran, et al. v. Doctors Medical Center of Modesto, et. al.*, No. 2:23-cv-01670-DC-CKD (E.D. Cal.); and,

**(g)** Plaintiff Judith Harrill's action against Emanuel Medical Center and Tenet Health. *See Judith Harrill v. Emanuel Medical Center, et al.*, No. 2:23-cv-01672 (E.D. Cal.).

**1.31** "**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, Google Analytics, Google Ads, Adobe, Marketo, Tealium, Heap Analytics, SiteImprove, Invoca, Healthgrades, or other tracking, analytics, and/or advertising technologies, including without limitation all claims that were brought or could have been brought in the Action or Related Actions by or on behalf of any and all Releasing Parties relating to, concerning, or arising out of the Released Parties' use of the Meta Pixel, Google Analytics, Google Ads, Adobe, Marketo, Tealium, Heap Analytics, SiteImprove, Invoca, Healthgrades and/or any other tracking, analytics and/or advertising technologies used during the Class Period. Nothing herein is intended

to release any claims that any governmental agency or governmental actor has against Defendant or any of the Affiliated Covered Entities.

**1.32** "**Released Parties**" means (a) Defendant and the Affiliated Covered Entities, (b) its respective parent companies (direct or indirect), and (c) as to any Released Party under Section 1.31(a) and (b), all their respective predecessors, successors, assigns, subsidiaries (direct or indirect), licensors, licensees, associates, affiliates, former affiliates including any former covered entity under HIPAA, any third-party technology providers including but not limited to Oracle Health (formerly Cerner Corporation), 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.

**1.33** "**Releasing Parties**" means Plaintiffs, 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.

**1.34** "**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.

**1.35** "**Settlement Administrator**" means Simpluris, Inc., a 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.

**1.36** "**Settlement Class**" means all Identifiable Individuals that used or accessed the Online Platforms during the Class Period. 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 and the Affiliated Covered Entities, 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.

**1.37** "**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.

**1.38** "**Settlement Website**" means a website 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.

**1.39** **"Stipulated Amended Complaint"** means the amended complaint to be filed by Plaintiffs in the Action, with the consent of Defendant, substantially in the form attached hereto as Exhibit [ ], which shall supersede the prior complaint and constitute the operative complaint in the Action.

**1.40** **"United States"** as used in this Settlement Agreement includes the District of Columbia and all territories.

**1.41** **"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 Plaintiffs 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 Plaintiffs 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) Automatic availability of CyEx Privacy Shield Pro; (ii) Approved Claims for cash benefits submitted by Settlement Class Members pursuant to Section 2.3 below; (iii) the Notice and other Settlement Administrative Expenses Costs actually incurred by the Settlement Administrator as described in Section 4 below; and (iv) 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 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 later of the Effective Date or the approval of the Fee Award petition.

**(c)** *Payment of Approved Claims to Settlement Administrator.* An amount equal to $16.00 multiplied by the number of Approved Claims to be paid by Defendant to the Settlement Administrator by ninety (90) 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 twenty (120) days after the Effective Date.

**(e)** *Instructions for Privacy Shield Pro*. Instructions for how to enroll in the two-year subscription to CyEx Privacy Shield Pro will be sent to Class Members within forty-five (45) days of the Effective Date.

**2.3 Claims Process**. Each Settlement Class Member will be entitled to automatically receive a code for redeeming the two-year subscription to CyEx's Privacy Shield Pro and may 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 $16.00.

(i) *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.

**(b)** *CyEx Privacy Shield Pro*. Each Settlement Class member will automatically receive a code in their Notice that provides the ability to enroll in two years of Privacy Shield Pro, which includes the following features: Dark Web Watchlist, VPN In Touch, Password Scan, Private Search functionality, Password Defense, Digital Vault, and Data Broker Opt-Out services.

(i) *Enrollment.* Instructions for how to enroll in Privacy Shield Pro will be sent within thirty (30) days of the Effective Date. The instructions will include the code for enrollment.

(ii) Enrollment into Privacy Shield Pro may be combined with a claim for cash payment on the same Claim Form.

**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. This covenant not to sue applies in any federal, state, local, foreign, tribal, or administrative forum and includes any claim for damages, injunctive relief, declaratory relief, restitution, disgorgement, contribution, indemnity, or any other form of relief.

**4. NOTICE TO THE CLASS.**

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

**(a)** *Settlement Class List.* No later than fifteen (15) 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. Class Counsel may not use the Class List to send advertisements, solicitations, or communications to the Settlement Class to solicit Class members to retain Class Counsel for any other matters or disputes.

**(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 fifteen (15) 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.

## 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. Without limiting the foregoing, the Settlement Administrator shall:

**(a)** 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;

**(b)** 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

**(c)** 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** 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 Filing of Stipulated Amended Complaint.** No later than the date on which Class Counsel files the motion for Preliminary Approval, Plaintiffs shall file the Stipulated Amended Complaint in the Action. Defendant consents to and shall not oppose the filing of the Stipulated Amended Complaint. The Stipulated Amended Complaint shall supersede all prior complaints and constitute the operative complaint in the Action.

**7.3** 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.

**7.4** 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.

**7.5** 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 $8,500,000. 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 later of the Effective Date or the approval of the Fee Award petition. Payment of the Fee Award shall be made by the Defendant 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 $3,500 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:

*Counsel for Defendant:*

Scott A. Elder
ALSTON & BIRD LLP
One Atlantic Center
1201 West Peachtree Street, Suite 4900
Atlanta, GA 30309-3423
Telephone: (404) 881-7000
Facsimile: (404) 881-7777
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*Class Counsel:*

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Tel.: (513) 381-2333
jlyon@thelyonfirm.com

Dated: 7/30/26

**TENET HEALTHCARE CORPORATION**

By: [signature]

Name: Marita Covarrubias

Title: SVP/Deputy General Counsel

On behalf of itself and the Affiliated Covered Entities

Dated: 7/30/26

**PLAINTIFFS**

By: [signature] J. Gerard Stranch (07/30/2026 17:35:48 EDT)

Name: J. Gerard Stranch, IV

Title: Class Counsel

On behalf of themselves and the Settlement Class

# EXHIBIT A

**Why am I receiving this notice?** A Settlement has been reached with Tenet Healthcare Corporation ("Tenet Healthcare") in a class action lawsuit. The case is about the use of third-party tracking pixels that Plaintiffs claim violate certain privacy laws. Tenet Healthcare denies that it did anything wrong, and the Court has not decided who is right. The parties have agreed to settle the lawsuit ("Settlement") to avoid the risks, disruption, and uncertainties of continued litigation. A copy of the Settlement is available online.

**Who is included in the Settlement?** The Court has defined the class as: "All Identifiable Individuals that used or accessed the Online Platforms during the Class Period."

"Online Platforms" means the websites, patient portals, the Healthelife app, and other web-based tools and services operated by or on behalf of Defendant.

The Class Period is from January 1, 2017, through September 18, 2023.

The Court has appointed an experienced attorney, called "Class Counsel," to represent the Class.

**What are the Settlement benefits?** You can claim two years of CyEx Privacy Shield Pro.

YOUR ENROLLMENT CODE IS: «EnrollmentCode»

Save this enrollment code. Enrollment instructions will be available on the Settlement website after the Court grants final approval. Visit www.[SettlementWebsite].com/enroll to sign up for a reminder email when your enrollment code can be activated.

**Additionally**, you can get a one-time $16 Cash Payment. Full details and instructions are available online.

**How do I receive a benefit?** You may fill out the Claim Form below. Tear at perforation, and return by U.S. Mail. Postage is already paid. For a full paper Claim Form call (XXX) XXX-XXXX. Claims must be submitted online or postmarked by [Claims Deadline].

**What if I don't want to participate in the Settlement?** If you do not want to be part of the Settlement, you must exclude yourself by [Opt-Out Deadline] or you will not be able to sue Tenet Healthcare for the claims made in *this* lawsuit. If you exclude yourself, you cannot get benefits from this Settlement. If you want to object to the Settlement, you may file an objection by [Objection Deadline]. The Settlement Agreement, available online, explains how to exclude yourself or object.

**When will the Court approve the Settlement?** The Court will hold a hearing in this case on [FA Hearing Date] at the [Court Address], to consider whether to approve the Settlement. The Court will also consider Class Counsel's request for attorney's fees and costs of up to $8,500,000, and $3,500 for each of the Plaintiffs. You may attend the hearing at your own cost, but you do not have to.

This notice is only a summary. Visit the settlement website online or scan this QR code for complete information.

MD bar code

www.[SettlementWebsite].com

CaseID: [CaseID]
SIMID: «SIMID»

**BUSINESS REPLY MAIL**
FIRST-CLASS MAIL PERMIT NO 47 COSTA MESA CA
POSTAGE WILL BE PAID BY ADDRESSEE

NO POSTAGE NECESSARY IF MAILED IN THE UNITED STATES

**Tenet Healthcare Pixel Settlement**
**c/o Settlement Administrator**
**P.O. Box [PO Box Number]**
**Santa Ana, CA 92799-9958**

Tenet Healthcare Pixel Settlement
c/o Settlement Administrator
P.O. Box _____
Santa Ana, CA 92799-9958

First-Class Mail
US Postage Paid
Permit #__

***Jane Doe v. AMISUB (SFH), Inc. d/b/a Saint Francis Hospital-Memphis***
Case No. CT-3086-23

**IF YOUR PRIVATE INFORMATION WAS DISCLOSED BY TENET HEALTHCARE CORPORATION TO THIRD PARTIES THROUGH TRACKING TECHNOLOGY AND WITHOUT YOUR CONSENT, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS, AND ENTITLE YOU TO BENEFITS AND A CASH PAYMENT.**

*A court has authorized this Notice.*

*This is not a solicitation from a lawyer.*

*You are not being sued.*

LoginID: «ClaimLoginID»
PIN: «ClaimLoginPIN»

Postal Service: Please do not mark barcode

«IMbFullBarcodeEncoded»

«FirstName» «LastName»
«Address1» «Address2»
«City», «State» «Zip»

This notice is only a summary. Visit www.[SettlementWebsite].com or scan this QR code for complete information.

QR code

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**Tenet Healthcare Pixel Settlement**

《FirstName》 《LastName》
《Address1》 《Address2》
《City》, 《State》 《Zip》

LoginID: 《ClaimLoginID》
PIN: 《ClaimLoginPIN》

*Complete this Claim Form, tear at perforation, and return by U.S. Mail no later than **[Claims Deadline]**.*
*Only one Claim Form per Class Member.*

**INSTRUCTIONS:** Use this card to submit your claim for the $16.00 **Cash Payment**.
Visit the settlement website at **ww.[SettlementWebsite].com**.
To request a full paper Claim Form, call **(XXX) XXX-XXXX**.

☐ Check this box to claim a one-time $16.00 **Cash Payment**.

How would you like to be paid:

Check ***one***: ☐ PayPal ☐ Venmo ☐ Zelle ☐ Virtual Prepaid Card ☐ Check (sent to above address)

For digital payment options, please **PRINT** your email address below:

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MD bar code

Notify us if your contact information is different from what is shown above, or changes after submitting this form.

CaseID: [CaseID]
SIMID: «SIMID»

# EXHIBIT B

# CLAIM FORM AND RELEASE

## CIRCUIT COURT FOR SHELBY COUNTY, TENNESSEE

*Jane Doe v. AMISUB (SFH), Inc. d/b/a Saint Francis Hospital-Memphis*
Case No. CT-3086-23

Tenet Healthcare Pixel Settlement
P.O. Box [PO Box Number]
Santa Ana, CA 92799

(XXX) XXX-XXXX
info@[SettlementWebsite].com
www.[SettlementWebsite].com

---

**TO BE ELIGIBLE TO RECEIVE BENEFITS FROM THIS SETTLEMENT, YOU MUST BE A SETTLEMENT CLASS MEMBER.**

The court has defined the Class this way: "All Identifiable Individuals that used or accessed the Online Platforms during the Class Period."

"Online Platforms" means the websites, patient portals, the Healthelife app, and other web-based tools and services operated by or on behalf of Defendant.

The Class Period is from January 1, 2017, through September 18, 2023.

**Excluded from the Settlement Class** are: (1) the Judge in this case, and the Judge's family and staff; (2) Tenet Healthcare and its officers, directors, and related companies; (3) anyone who validly excludes themselves from the Settlement; and (4) attorneys for the parties.

You may submit your Claim Form through the Settlement Website, www.[SettlementWebsite].com, or by completing and signing this Claim Form.

**Claims must be received by [Claims Deadline].**

Paper Claim Forms must be mailed through the United States Postal Service, so that they are received by the Claims Administrator **no later than [Claims Deadline]**. Please mail to:

Claims Administrator
Tenet Healthcare Pixel Settlement
P.O. Box [PO Box Number]
Santa Ana, CA 92799

**Do not mail or deliver your Claim Form to the Court, the Settling Parties, or their counsel.**

## GENERAL INFORMATION

1. Complete information about the proposed Settlement is available at www.[SettlementWebsite].com.
2. If you submitted a request to be excluded from the Settlement, do not submit a claim.
3. Submit only one Claim Form, online or paper, per person.

## AVAILABLE BENEFITS

Tenet Healthcare has agreed to pay for two benefits that are available to all Class Members.

You may file a claim for one or both of these benefits.

**BENEFITS**

**CyEx Privacy Shield Pro.** All Class Members are eligible to enroll in two years of CyEx Privacy Shield Pro. Enrollment codes have been sent to all Class Members by postcard. If you no longer have your enrollment code, please contact the Settlement Administrator.

This comprehensive service is designed to restore users' privacy and anonymity, and includes:

- Dark Web scanning
- compromised password scanning
- VPN, password manager, and other online privacy tools

If anything suspicious happens, you will be able to talk to a fraud resolution agent to help fix any problems.

**Cash Payment.** All Class Members are eligible to claim a one-time **$16.00** cash payment. You do not have to provide any proof or explanation to claim this payment.

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

| | |
|---|---|
| Online: | www.[SettlementWebsite].com |
| By email: | info@[SettlementWebsite].com |
| By toll-free call: | (XXX) XXX-XXXX |
| By mail: | Claims Administrator<br>Tenet Healthcare Pixel Settlement<br>c/o Settlement Administrator<br>[PO Box Number]<br>Santa Ana, CA 92799-9958 |

**THE MOST EFFICIENT WAY TO SUBMIT YOUR CLAIMS IS ONLINE AT www.[SettlementWebsite].com**

You may also print out and complete this Claim Form, and submit it by U.S. mail.

An electronic image of the completed Claim Form can also be emailed to info@[SettlementWebsite].com

**Claims must be received by [Claims Deadline].**

If your contact information changes after you submit your claim, notify the Claims Administrator.

## I. CLASS MEMBER NAME AND CONTACT INFORMATION

Please complete this entire section. The Claims Administrator will use this information to get in touch with you regarding your claim. If you contact information changes after you submit your claim, notify the Claims Administrator. **Please write legibly.**

**Class Member First Name** **MI**

**Class Member Last Name**

**Entity Name (if Class Member is not an individual)**

**Address 1 (street name and number)**

**Address 2 (apartment, unit, or box number)**

**City** **State** **ZIP**

**Email Address**

**Telephone Number**

- -

**Login ID (if known)**



**Questions? Call (XXX) XXX-XXXX Toll-Free or Visit www.[SettlementWebsite].com**

## II. CASH PAYMENT

☐ Check this box if you want to claim a one-time $16.00 cash payment.

## III. PAYMENT SELECTION

Please select **one** of the following payment options, which will be used if you are claiming a cash payment.

☐ **PAYPAL**

Email address associated with your PayPal account, if different than you provided in Section I:

☐ **VENMO**

Telephone number associated with your Venmo account, if different than you provided in Section I:

- -

☐ **ZELLE**

Email address associated with your PayPal account, if different than you provided in Section I:

OR

Telephone number associated with your Zelle account, if different than you provided in Section I:

- -

☐ **VIRTUAL PREPAID CARD**

Email address where you want to receive your prepaid card, if different than you provided in Section I:

☐ **PHYSICAL CHECK**

Payment will be mailed to the address provided in Section 1.

## IV. ATTESTATION AND SIGNATURE

I swear and affirm on penalty of perjury that the information provided in this Claim Form is true and correct to the best of my knowledge. I understand that my claim is subject to verification and that I may be asked to provide supplemental information by the Settlement Administrator before my claim is considered complete and valid.

Class Member Signature

| | MM | DD | YY |
|---|---|---|---|
| | | | |

Please print or type your name on the line above.

# EXHIBIT C

## Circuit Court for Shelby County, Tennessee

*Jane Doe v. AMISUB (SFH), Inc.*
*d/b/a Saint Francis Hospital-Memphis*
Case No. CT-3086-23

# NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

**IF YOU VISITED TENET HEALTHCARE CORPORATION WEBSITES OR ACCESSED THE PATIENT PORTAL BETWEEN JANUARY 1, 2017, AND SEPTEMBER 18, 2023, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS, AND ENTITLE YOU TO BENEFITS AND A CASH PAYMENT.**

*A court has authorized this notice. This is not a solicitation from a lawyer.*
*You are not being sued.*
***Please read this Notice carefully and completely.***

- A Settlement has been reached with Tenet Healthcare Corporation ("Tenet Healthcare" or "Defendant") in a class action lawsuit. This lawsuit concerned Tenet Healthcare's use of third-party tracking technologies, called "tracking pixels," on its web pages. The plaintiff claims that using tracking pixels violated certain privacy laws.
- The lawsuit is called *Jane Doe v. AMISUB (SFH), Inc. d/b/a Saint Francis Hospital-Memphis*, Case No. CT-3086-23. It is pending in the Circuit Court for Shelby County, Tennessee (the "Litigation").
- Tenet Healthcare denies that it did anything wrong, and the Court has not decided who is right.
- The parties have agreed to settle the lawsuit (the "Settlement") to avoid the costs and risks, disruptions, and uncertainties of continuing the Litigation.
- Tenet Healthcare's records indicate that may be a Class Member, and may be entitled to benefits under the Settlement. You may have received a previous notice directly from Tenet Healthcare.
- Your rights are affected whether you act or don't act. ***Please read this Notice carefully and completely.***

| SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT | | DEADLINE |
|---|---|---|
| **SUBMIT A CLAIM** | The only way to receive benefits or payments from this Settlement is by submitting a valid and timely Claim Form.<br><br>The fastest way to submit your Claim Form is online at www.[SettlementWebsite].com. If you prefer, you can download the Claim Form from the Settlement Website and mail it to the Settlement Administrator. You may also call or email the Settlement Administrator to receive a paper copy of the Claim Form. | **_____, 2026** |
| **OPT OUT OF THE SETTLEMENT** | You can choose to opt out of the Settlement and receive no benefit or payment. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement. You can hire your own lawyer at your own expense. | **_____, 2026** |
| **OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING** | If you do not opt out of the Settlement, you may object to it by writing to the Court about why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for Settlement benefits. | **_____, 2026** |
| **DO NOTHING** | Unless you opt out of the Settlement, you are automatically part of the Settlement. If you do nothing, you will not receive benefits or payments from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement. | No Deadline |

- These rights and options—**and the deadlines to exercise them—**are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement.

## WHAT THIS NOTICE CONTAINS


BASIC INFORMATION ..... 3
WHO IS IN THE SETTLEMENT ..... 4
THE SETTLEMENT BENEFITS ..... 4
SUBMITTING A CLAIM FORM FOR SETTLEMENT BENEFITS ..... 5
THE LAWYERS REPRESENTING YOU ..... 6
EXCLUDING YOURSELF FROM THE SETTLEMENT ..... 6
COMMENTING ON OR OBJECTING TO THE SETTLEMENT ..... 7
THE COURT'S FINAL APPROVAL HEARING ..... 8
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# Basic Information

## 1. Why was this Notice issued?

The Circuit Court for Shelby County, Tennessee, authorized this Notice. You have a right to know about the proposed Settlement of this class action lawsuit, and about all of your options, before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, your legal rights, what benefits are available, and who can receive them.

The lawsuit is called *Jane Doe v. AMISUB (SFH), Inc. d/b/a Saint Francis Hospital-Memphis*, Case No. CT-3086-23. It is pending in the Circuit Court for Shelby County, Tennessee. The people that filed this lawsuit are called the "Plaintiffs" (or "Class Representatives") and the company they sued, Tenet Healthcare Corporation, is called the "Defendant."

## 2. What is this lawsuit about?

This lawsuit alleges that Tenet Healthcare used third-party tracking technologies, often called "tracking pixels," on its website in a way that violates certain privacy laws. OSS Health denies that it did anything wrong.

## 3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are called the "Plaintiffs" or "Class Representatives." Together, the people included in the class action are called a "Class" or "Class Members." One court resolves the lawsuit for all Class Members, except for those who opt out from the settlement. In this Settlement, the Class Representatives are Melissa Alvarez; Karen Beauregard; Lori Woolhouse; Cory Burns; Colleen Burns; George Demiter; Blake Busson; Sidney Cauthen; Heather DeLano; Patricia Flores; Jacqueline Hillie; Michael L. Johnson, Sr.; Romanda Williams Johnson; Jennifer Mathis; Robert Oldham; Tiffany Rodriguez; Jonathan Schmid; Latonya Williams; Barbara-Ann Klickstein; Nancy Zide; Lisa Danforth; Tammy Newman; Victoria Randolph; Michael Johnson; Lori Beltran; Brittany Matus; Mark Mehring; and Judith Harrill. Everyone included in this Action are the Class Members.

## 4. Why is there a Settlement?

The Court did not decide whether the Plaintiffs or the Defendant are right. Both sides have agreed to a Settlement to avoid the costs and risks of a trial, and to allow the Class Members to receive benefits from the Settlement. The Plaintiffs and their attorney think the Settlement is best for all Class Members.

# Who is in the Settlement?

## 5. Who is included in the Settlement?

The court has defined the Class this way: "All Identifiable Individuals that used or accessed the Online Platforms during the Class Period."

"Identifiable Individual" means an individual who during the Class Period used any website or patient portal owned or operated by Tenet Healthcare, any of its affiliated covered entities, or former affiliated covered entities to (i) create a patient portal account; (ii) submit a webform; or (iii) check in to an urgent care or emergency room during the Class Period.

"Online Platforms" means the websites, patient portals, the Healthelife app, and other web-based tools and services operated by or on behalf of Defendant.

"Class Period" is from January 1, 2017, through September 18, 2023.

## 6. Are there exceptions to being included?

Yes. Excluded from the Class are: (1) the Judge in this case, and the Judge's family and staff; (2) Tenet Healthcare and its officers, directors, and related companies; (3) anyone who validly excludes themselves from the Settlement; and (4) attorneys for the parties.

If you are not sure whether you are a Class Member, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: info@[SettlementWebsite].com
- Call toll free, 24/7: (XXX) XXX-XXXX
- By mail: Tenet Healthcare Pixel Settlement
  c/o Settlement Administrator
  [PO Box Number]
  Santa Ana, CA 92799-9958

You may also view the Settlement Agreement at www.[SettlementWebsite].com.

# The Settlement Benefits

## 7. What does the Settlement provide?

Tenet Healthcare has agreed to pay for two benefits that are available to all Class Members.

You may file a claim for one or both of these benefits.

**BENEFITS**

**CyEx Privacy Shield Pro.** All Class Members are eligible to enroll in two years of CyEx Privacy Shield Pro. Enrollment codes have been sent to all Class Members by postcard. If you no longer have your enrollment code, please contact the Settlement Administrator.

This comprehensive service is designed to restore users' privacy and anonymity, and includes:

- Dark Web scanning
- compromised password scanning
- VPN, password manager, and other online privacy tools

If anything suspicious happens, you will be able to talk to a fraud resolution agent to help fix any problems.

**Cash Payment.** All Class Members are eligible to claim a one-time **$16.00** cash payment. You do not have to provide any proof or explanation to claim this payment.

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: info@[SettlementWebsite].com
- Call toll free, 24/7: (XXX) XXX-XXXX
- By mail: Tenet Healthcare Pixel Settlement
  c/o Settlement Administrator
  [PO Box Number]
  Santa Ana, CA 92799-9958

## 8. What claims am I releasing if I stay in the Class?

If you stay in the class, you won't be able to be part of any other lawsuit against Tenet Healthcare about the issues that this Settlement covers. The "Releases" section of the Settlement Agreement (Section 3) describes the legal claims that you give up if you remain in the Class. The Settlement Agreement is available at www.[SettlementWebsite].com.

# Submitting a Claim Form for a Settlement Payment

## 9. How do I submit a claim for a Settlement benefit?

The fastest way to submit your Claim Form is online at www.[SettlementWebsite].com. If you prefer, you can download a printable Claim Form from the website and mail it to the Settlement Administrator at:

Tenet Healthcare Pixel Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

You may also contact the Settlement Administrator to request a Claim Form by telephone, toll free, (XXX) XXX-XXXX, by email info@[SettlementWebsite].com, or by U.S. mail at the address above.

## 10. Are there any important Settlement payment deadlines?

If you are submitting a Claim Form online, you must do so by [Claims Deadline]. If you are submitting a claim by U.S. mail, the completed and signed Claim Form must be postmarked no later than [Claims Deadline].

## 11. When will the Settlement benefits be issued?

The Court will hold a final approval hearing on [FA Hearing Date] (***see* Question 18)**. If the Court approves the Settlement, there may be appeals. We do not know if appeals will be filed, or how long it will take to resolve them if they are filed.

Settlement payments will be distributed if the Court grants final approval, and after any appeals are resolved.

# The Lawyers Representing You

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

Yes, the Court has appointed attorney J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC, to represent you and other Class Members ("Class Counsel").

## 13. Should I get my own lawyer?

You will not be charged for Class Counsel's services. If you want your own lawyer, you may hire one at your expense.

## 14. How will Class Counsel be paid?

Class Counsel will ask the court to approve $8,500,000.00 as reasonable attorney's fees and reimbursement of litigation costs. This amount will be paid by Tenet Healthcare.

Class Counsel will also ask for Service Award payments of $3,500.00 for each of the Class Representatives. Service Award payments will also be paid by Tenet Healthcare.

# Excluding Yourself from the Settlement

## 15. How do I opt out of the Settlement?

If you do not want to be part of the Settlement, you must formally exclude yourself from the Settlement. This is called a Request for Exclusion, and is sometimes also called "opting out." If you opt out, you will not receive Settlement benefits or payment. However, you will keep any rights you may have to sue Tenet Healthcare on your own about the legal issues in this case.

If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You will not be eligible to receive any Settlement benefits if you exclude yourself.

The deadline to exclude yourself from the Settlement is **[Opt-Out Deadline]**.

To be valid, your Request for Exclusion must have the following information:

(1) the name of the Litigation: *Jane Doe v. AMISUB (SFH), Inc. d/b/a Saint Francis Hospital-Memphis*, Case No. CT-3086-23, pending in the Circuit Court for Shelby County, Tennessee;

(2) your full name, mailing address, telephone number, and email address;

(3) personal signature; and

(4) the words "Request for Exclusion" or a clear and similar statement that you do not want to participate in the Settlement.

You may only exclude yourself—not any other person.

Mail your Request for Exclusion to the Settlement Administrator at:

Tenet Healthcare Pixel Settlement
ATTN: Exclusion Request
[PO Box Number]
Santa Ana, CA 92799-9958

Your Request for Exclusion must be submitted, postmarked, or emailed by **[Opt-Out Deadline]**.

# Commenting on or Objecting to the Settlement

## 16. How do I tell the Court if I like or do not like the Settlement?

If you are a Class Member and do not like part or all of the Settlement, you can object to it. Objecting means telling the Court your reasons for why you think the Court should not approve the Settlement. The Court will consider your views.

You cannot object if you have excluded yourself from the Settlement (***see* Question 15**)

You must provide the following information for the Court to consider your objection:

(1) the name of the Litigation: *Jane Doe v. AMISUB (SFH), Inc. d/b/a Saint Francis Hospital-Memphis*, Case No. CT-3086-23, pending in the Circuit Court for Shelby County, Tennessee;

(2) your full name, mailing address, telephone number, and email address;

(3) information that proves that you are a Class Member (such as a notice you have received);

(4) a clear description of all the reasons you object; include any legal support, such as documents, you may have for your objection;

(5) if you have hired your own lawyer to represent you for this objection, provide their name, bar number, and contact information;

(6) whether or not you or your lawyer would like to speak at the Final Approval Hearing;

(7) your signature (or, if you have hired your own lawyer, your lawyer's signature).

For your objection to be valid, it must meet each of these requirements.

To be considered by the Court, you must file your complete objection with the Clerk of Court by [**OBJECTION DATE**]. You must also send a copy of the objection to the Settlement Administrator, Class Counsel, and counsel for Defendants.

| Clerk of the Court | Settlement Administrator |
|---|---|
| Clerk of the Court<br>[Court Address] | Tenet Healthcare Pixel Settlement<br>ATTN: Objections<br>[PO Box Number]<br>Santa Ana, CA 92799-9958 |

| Class Counsel | Counsel for Defendants |
|---|---|
| J. Gerard Stranch, IV<br>**STRANCH, JENNINGS & GARVEY, PLLC**<br>223 Rosa L. Parks Avenue, Suite 200<br>Nashville, TN 37203 | Scott A. Elder<br>**ALSTON & BIRD LLP**<br>One Atlantic Center<br>1201 West Peachtree Street, Suite 4900<br>Atlanta, GA 30309 |

## 17. What is the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is opting out and stating to the Court that you do not want to be part of the Settlement. If you opt out of the Settlement, you cannot object to it because the Settlement no longer affects you.

# The Court's Final Approval Hearing

## 18. When is the Court's Final Approval Hearing?

The Court will hold a final approval on **[FA Hearing Date] at [Hearing Time] Central Time**, in Room [Court Room] of the Circuit Court for Shelby County, Tennessee, at [Court Address].

At the final approval hearing, the Court will decide whether to approve the Settlement. The court will also decide how Class Counsel should be paid, and whether to award Service Award payments to the Class Representatives. The Court will also consider any objections to the Settlement.

If you are a Class Member, you or your lawyer may ask permission to speak at the hearing at your own cost (***See* Question 16**).

The date and time of this hearing may change without further notice. Please check www.[SettlementWebsite].com for updates.

## 19. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish, but you do not have to.

If you file an objection, you do not have to come to the Final Approval Hearing to talk about it; the Court will consider it as long as it was filed on time. You may also pay your own lawyer to attend, but you do not have to.

# If I Do Nothing

## 20. What happens if I do nothing at all?

If you do nothing, you will not receive a benefit from this Settlement.

You will also give up the rights described in **Question 8**.

# Getting More Information

## 21. How do I get more information?

This Notice is a summary of the proposed Settlement. The full Settlement Agreement and other related documents are available at the Settlement Website, www.[SettlementWebsite].com.

If you have additional questions, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: info@[SettlementWebsite].com
- Call toll free, 24/7: (XXX) XXX-XXXX
- By mail: Tenet Healthcare Pixel Settlement
  c/o Settlement Administrator
  [PO Box Number]
  Santa Ana, CA 92799-9958

You can obtain copies of publicly filed documents by visiting the office of the Clerk of the Court, [Court Address].

**DO NOT CONTACT THE COURT OR CLERK OF COURT REGARDING THIS SETTLEMENT**

# EXHIBIT D

IN THE FIFTH CIRCUIT COURT FOR SHELBY COUNTY, TENNESSEE
FOR THE THIRTIETH JUDICIAL DISTRICT AT MEMPHIS

| | |
|---|---|
| **JANE DOE, on behalf of all similarly situated,**<br><br>***Plaintiff,***<br>**v.**<br><br>**AMISUB (SFH), INC. D/B/A SAINT FRANCIS HOSPITAL - MEMPHIS,**<br><br>***Defendant.*** | **Case No. CT-3086-23** |

**[PROPOSED] PRELIMINARY APPROVAL ORDER**

Before this Court is Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement ("Motion"). The Court has reviewed the Motion and Settlement Agreement between the Parties[1]. After reviewing Plaintiffs' unopposed request for preliminary approval, this Court grants the Motion and preliminarily concludes that the proposed Settlement Agreement is with the range of fair, reasonable, and adequate, and orders the Settlement Administrator to provide Notice to the Class under the terms of the Settlement Agreement and this Order.

**IT IS HEREBY ORDERED THAT:**

1. The Settlement Agreement,[2] including the proposed notice plan and forms of notice to the Settlement Class, the appointment of Plaintiffs as the Class Representatives, the appointment

[1] When referring to Plaintiffs, the Court means all plaintiffs in the Related Actions, as defined in the proposed Settlement Agreement: Melissa Alvarez, Karen Beauregard, Lori Woolhouse, Cory Burns, Colleen Burns, George Demiter, Blake Busson, Sidney Cauthen, Heather DeLano, Patricia Flores, Jacqueline Hillie, Michael L. Johnson, Sr., Romanda Williams Johnson, Jennifer Mathis, Robert Oldham, Tiffany Rodriguez, Jonathan Schmid, Latonya Williams, Barbara-Ann Klickstein, Nancy Zide, Lisa Danforth, Tammy Newman, Victoria Randolph, Michael Johnson, Lori Beltran, Brittany Matus, Mark Mehring, and Judith Harrill.

[2] All capitalized terms used in this Order shall have the same meanings as set forth in the Settlement Agreement.

of J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC as Class Counsel for Plaintiffs and the Settlement Class, the various forms of class relief provided under the terms of the Settlement Agreement, and the proposed method of distribution of settlement benefits are fair, reasonable, and adequate, subject to further consideration at the Final Approval Hearing described below.

2. The Court hereby preliminarily and conditionally approves and certifies, for settlement purposes only, the following Settlement Class:

> All Identifiable Individuals that used or accessed the Online Platforms during the Class Period. 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 and the Affiliated Covered Entities, 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.

3. For purposes of settlement only, and based on the information provided: the Settlement Class is ascertainable; it consists of approximately 1,200,000 Settlement Class Members, satisfying numerosity; there are common questions of law and fact satisfying commonality; the proposed Class Representatives' claims are typical in that they allege they have been damaged by the same conduct and in the same or similar ways as the other members of the Settlement Class; the proposed Class Representatives and Class Counsel fully, fairly, and adequately protect the interests of the Settlement Class; questions of law and fact common to members of the Settlement Class predominate over questions affecting only individual members for settlement purposes; and a class action for settlement purposes is superior to other available methods for the fair and efficient adjudication of this Action.

4. The Court appoints Plaintiffs Melissa Alvarez, Karen Beauregard, Lori Woolhouse, Cory Burns, Colleen Burns, George Demiter, Blake Busson, Sidney Cauthen, Heather DeLano, Patricia Flores, Jacqueline Hillie, Michael L. Johnson, Sr., Romanda Williams Johnson, Jennifer

Mathis, Robert Oldham, Tiffany Rodriguez, Jonathan Schmid, Latonya Williams, Barbara-Ann Klickstein, Nancy Zide, Lisa Danforth, Tammy Newman, Victoria Randolph, Michael Johnson, Lori Beltran, Brittany Matus, Mark Mehring, and Judith Harrill as the Settlement Class Representatives.

5. The Court appoints J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC as Class Counsel.

6. The Court appoints Simpluris, Inc. as the Settlement Administrator.

7. A Final Approval Hearing shall be held before the Court on____[date]_____, 202__ at ___[time]_____ for the following purposes:

a) To determine whether all the requirements of Tennessee Rule 23 have been met, including that, for settlement purposes only:

i. the class is so numerous that joinder of all members is impracticable;

ii. there are questions of law or fact common to the class;

iii. the claims or defenses of the representative parties are typical of the claims or defenses of the class;

iv. the representative parties will fairly and adequately protect the interest of the class;

v. the question of law or fact common to the members of the class predominate over any questions affecting only individual members; and

vi. a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

b) To determine whether the proposed Settlement Agreement is fair, reasonable, and adequate to the Settlement Class and should be approved by the Court;

c) To determine whether to grant Final Approval, as defined in the Settlement Agreement;

d) To determine whether the Notice was appropriate;

e) To determine whether the claims process under the Settlement Agreement is fair, reasonable, and adequate and should be approved by the Court;

f) To determine whether the requested Class Counsel's combined attorneys' fees, of up to $8,500,000 should be approved by the Court;

g) To determine whether the Settlement Agreement benefits are fair, reasonable, and adequate; and,

h) To rule upon such other matters as the Court may deem appropriate.

8. The Court approves, as to the form and content, the Notice plan as set forth in the Settlement Agreement. Furthermore, the Court approves the implementation of the Settlement Website and the proposed methods of mailing or distributing Notices substantially in the form as presented in the exhibits to the Motion for Preliminary Approval of Class Action Settlement, and finds that such notice plan meets the requirements of due process, and is the best notice practicable under the circumstances, and shall constitute due and efficient notice to all persons or entities entitled to notice.The Court preliminarily approves the following Settlement Timeline for the purposes of conducting the notice plan, settlement administration, claims processing, and other execution of the proposed Settlement Agreement:

## SETTLEMENT TIMELINE

| | |
|---|---|
| Notice to be provided on Settlement Website. | Within fifteen days after entry by the Court of the Preliminary Approval Order. |
| Defendant provides Settlement Class list to the Settlement Administrator. | Within fifteen days after entry by the Court of the Preliminary Approval Order. |
| Notice to be sent by direct mailing. | Within thirty days after entry by the Court of the Preliminary Approval Order. |
| Objections and exclusions to be completed. | Within sixty days after entry by the Court of the Preliminary Approval Order. |
| Final Approval Hearing. | No sooner than ninety days following Notice being provided on the Settlement Website. |
| Claims Deadline. | Within sixty days after the Final Approval Hearing. |
| Defendant to pay approved Attorney's Fees. | Within ten days after the Effective Date. |
| Defendant to pay Approved Claims. | Within 90 days after the Effective Date. |
| Settlement Administrator to pay Approved Claims. | Within 120 days after the Effective Date. |

9. To be a timely claim under the Settlement Agreement, a Claim Form must be submitted by the Settlement Class Members on or before sixty days after the Final Approval Hearing.

10. Additionally, all requests to opt out shall be postmarked no later than sixty days after entry by the Court of the Preliminary Approval Order and shall be sent to the Settlement Administrator. The written notice must clearly manifest an individual's intent to be excluded from the Settlement Class. If an opt-out request is sent to anyone other than the Settlement Administrator, that request is ineffectual and shall be deemed null and void. Settlement Class Members who seek to opt-out shall receive no benefit or compensation under this Agreement and shall not be bound by the terms of the Settlement Agreement.

11. Settlement Class Members may submit an objection to the proposed Settlement. All requests to object to the proposed Settlement must be mailed first-class postage prepaid to:

**Mailing Address:**
Circuit Court Clerk's Office
140 Adams Avenue, Room 324
Memphis, TN 38103

by no later than sixty days after the entry of this Preliminary Approval Order and include each and all the following:

i. the name or caption of this Action;

ii. the objector's full name and address;

iii. an explanation of the basis upon which the objector claims to be a Settlement Class Member;

iv. all grounds for the objection, including all citations to legal authority and evidence supporting the objection;

v. 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,

vi. 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).

Settlement Class Members that fail to comply with the objection requirements shall be bound by the Settlement Agreement and all proceedings and Judgments.

12. All Settlement Class Members shall be bound by all determinations and judgments in this Action concerning the Settlement Agreement, including, but not limited to, the release

provided for in the Settlement Agreement, whether favorable or unfavorable, except those who timely and validly request exclusion from the Settlement Class. The persons and entities who timely and validly request exclusion from the Settlement Class will be excluded from the Settlement Class and shall not have rights under the Settlement Agreement, shall not be entitled to submit Claim Forms, and shall not be bound by the Settlement Agreement, any Final Approval Order, or Judgment as to Parties in this Action.

13. Pending final determination of whether the Settlement Agreement should be approved, Plaintiffs and Settlement Class Members are barred and enjoined from commencing or prosecuting any claims asserting any of the Released Claims against Defendant or any Affiliated Covered Entities.

14. The Court reserves the right to adjourn the date of the Final Approval Hearing without further notice to the potential Settlement Class Members and retains jurisdiction to consider all further requests or matters arising out of or connected with the proposed Settlement Agreement. The Court may approve the Settlement Agreement, with such modification as may be agreed to by the Parties or as ordered by the Court, without further notice to the Settlement Class.

**SO ORDERED**, this ____ day of _____, 2026.

_____

Honorable Gina Higgins
Judge, Circuit Division IV

SUBMITTED FOR ENTRY:

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**Pro Hac Vice admitted or admission forthcoming*

***Counsel for Plaintiffs and the Proposed Class***

## CERTIFICATE OF SERVICE

I hereby certify that on this 4th day of August, 2026, a true and correct copy of the foregoing Proposed Preliminary Approval Order was served via email on the following counsel of record:

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***Counsel for Defendant***

*/s/ J. Gerard Stranch, IV*
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# EXHIBIT E

**IN THE FIFTH CIRCUIT COURT FOR SHELBY COUNTY, TENNESSEE FOR THE THIRTIETH JUDICIAL DISTRICT AT MEMPHIS**

| | |
|---|---|
| **JANE DOE, on behalf of all similarly situated,**<br><br>***Plaintiff,***<br>**v.**<br><br>**AMISUB (SFH), INC. D/B/A SAINT FRANCIS HOSPITAL - MEMPHIS,**<br><br>***Defendant.*** | **Case No. CT-3086-23** |

**[PROPOSED] FINAL APPROVAL ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND APPLICATION FOR ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS**

WHEREAS, Plaintiffs submitted to the Court an Unopposed Motion for Final Approval of Class Settlement Action Settlement and Application for Attorneys' Fees, Costs, and Service Awards;

WHEREAS, on _____, 2026, the Court entered its Preliminary Approval Order, which, *inter alia*: (1) preliminarily approved the Settlement; (2) determined that, for purposes of the Settlement only, the Action should proceed as a class action and certified the Settlement Class; (3) appointed Plaintiffs as Class Representatives; (4) appointed J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC as Class Counsel; (5) Approinted Simpluris, Inc. as the Settlement Administrator; (6) approved the form and manner of Notice and the Notice Program; (7) approved the Claim Process and Claim Form; (8) approved the procedures for Settlement Class Members to opt-out or object to the Settlement; and (9) set the Final Approval Hearing date;

WHEREAS, thereafter, Notice was provided to the Settlement Class in accordance with the Court's Preliminary Approval Order and the Long Form Notice was available to Settlement Class Members on the Settlement Website or upon request to the Settlement Administrator;

WHEREAS, there were ____ objections to the Settlement and _____ Settlement Class Members opted-out of the Settlement;

WHEREAS, on _____, 202_, the Court held a Final Approval Hearing to determine whether the Settlement was fair, reasonable, and adequate, and to consider Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards;

WHEREAS, based on the foregoing, having considered the papers filed and proceedings held in connection with the Settlement, having considered all of the other files, records, and proceedings in the Action, and being otherwise fully advised;

**IT IS HEREBY ORDERED AND ADJUDGED** as follows:

1. This Final Approval Order incorporates the definitions in Section II of the Settlement Agreement.

2. The Notice provided to the Settlement Class in accordance with the Preliminary Approval Order was the best notice practicable under the circumstances and constituted due and sufficient notice of the proceedings and matters set forth therein to all persons entitled to notice. The Notice and Notice Program fully satisfied the requirements of due process, Tennessee Rule of Civil Procedure 23, and all other applicable law and rules. The Claims Process was fair, and the Claim Form was easy to read and understand.

3. The terms of the Settlement are fair, adequate, and reasonable. In so finding, the Court has considered several factors, including: (1) the complexity and duration of the litigation; (2) the reaction of the class to the Settlement; (3) the stage of the proceedings; (4) the risk of establishing liability; (5) the risk of establishing damages; (6) the risk of maintaining a class action; (7) the ability of the Defendant to withstand a greater judgment; (8) the reasonableness of the

settlement in light of the best recovery; and (9) the range of reasonableness of the settlement in light of all the attendant risks of litigation.

4. Based on the information presented to the Court, the Claims Process has proceeded as ordered and consistent with the Agreement and Preliminary Approval Order. All Settlement Class Members who submitted Valid Claims shall receive their Settlement Class Member Benefits pursuant to the Settlement's terms. All Settlement Class Members who did not submit a Claim, or for whom the Claim is determined to be invalid, shall still be bound by the terms of the Settlement and Releases therein.

5. The distribution plan for Settlement Class Member Benefits proposed by the Parties in the Agreement is fair, reasonable, and adequate.

6. The Class Representatives and Class Counsel have fairly and adequately represented and will continue to adequately represent and protect the interests of Settlement Class Members in connection with the Settlement.

7. Because the Court grants Final Approval of the Settlement set forth in the Agreement as fair, reasonable, and adequate, the Court authorizes and directs implementation of all terms and provisions of the Settlement.

8. All Parties to this Action, including all Settlement Class Members, are bound by the Settlement as set forth in the Agreement and this Order.

9. The appointment of Plaintiffs as the Class Representatives is affirmed.

10. The appointment of Class Counsel is affirmed.

11. The appointment of the Settlement Administrator is affirmed.

12. The Court affirms its findings that the Settlement Class meets the relevant requirements of Tennessee Rule of Civil Procedure 23, for the purposes of Settlement only, in that:

(1) the number of members of the Settlement Class is so numerous that joinder is impracticable; (2) there are questions of law and fact common to the members of the Settlement Class; (3) the claims of the Plaintiffs are typical of the claims of the members of the Settlement Class; (4) the Plaintiffs are adequate representatives for the Settlement Class, and have retained experienced and adequate Class Counsel; (5) the questions of law and fact common to the Settlement Class Members predominate over any questions affecting any individual Settlement Class Members; and (6) a class action is superior to the other available methods for the fair and efficient adjudication of the controversy. In finding the Settlement fair, reasonable, and adequate, the Court has also considered that there were ___ objections to the Settlement, and _____ opt-outs, indicating an overwhelming positive reaction from the Settlement Class, and the opinion of competent counsel concerning such matters.

13. Therefore, the Court finally certifies the following Settlement Class:

> All Identifiable Individuals that used or accessed the Online Platforms during the Class Period. 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 and the Affiliated Covered Entities, 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.

14. Judgment shall be, and hereby is, entered dismissing the Action with prejudice, on the merits.

15. Upon the Effective Date, and in consideration of the Settlement relief and other consideration described in the Settlement Agreement, the Releasing Parties shall be deemed to have, and by operation of this Final Approval Order shall have, fully, finally, and irrevocably released the Defendant and the Released Parties from any and all Released Claims

16. Class Counsel is awarded $8,500,000 for attorneys' fees. Attorneys' fees and shall be paid in accordance with the terms of the Agreement. The Court evaluated settlement Class Counsel's request and concludes that amount is fair and within the range of reason.

17. The Class Representatives shall be awarded Service Awards in the amount of $3,500 each. The Service Awards shall be payable n accordance with the Agreement.

18. Plaintiffs and all Settlement Class Members and Releasing Parties, and persons purporting to act on their behalf, are permanently enjoined from commencing or prosecuting (either directly, representatively, or in any other capacity) any of the Released Claims against any of the Released Parties in any action or proceeding in any court, arbitration forum, or tribunal.

19. The Court hereby retains and reserves jurisdiction over: (1) implementation of this Settlement and any distributions to the Settlement Class Members; (2) the Action, until the Effective Date, and until each and every act agreed to be performed by the Parties shall have been performed pursuant to the terms of the Agreement, including the exhibits appended thereto; and (3) all Parties, for the purpose of enforcing and administering the Settlement.

20. In the event the Effective Date of the Settlement does not occur, the Settlement shall be rendered null and void to the extent provided by and in accordance with the Agreement, and this Final Approval Order and any other order entered by this Court in accordance with the terms of the Agreement shall be vacated, *nunc pro tunc*. In such event, all orders entered and releases delivered in connection with the Settlement shall be null and void and have no further force and effect, shall not be used or referred to for any purpose whatsoever, and shall not be admissible or discoverable in any proceeding. The Action shall return to its status immediately prior to execution of the Agreement.

21. With the exception of those listed on ***Exhibit A*** who have opted-out of the Settlement, all Settlement Class Members shall be bound by this Final Approval Order.

22. There being no just reason for delay, the Clerk of Court is hereby directed to enter final judgment forthwith pursuant to Tennessee Rules of Civil Procedure.

**DONE AND ORDERED** this _____ day of _____, 2026.

_____

HON. _____

## EXHIBIT A – OPT-OUT LIST

(to be completed before Final Approval)

1.

2.

3.

## EXHIBIT F – AFFILIATED COVERED ENTITIES

Baptist Health System
Desert Regional Medical Center
Detroit Medical Center
Doctors Hospital of Manteca
Doctors Medical Center of Modesto
Desert Regional Medical Center
Emanuel Medical Center
Fountain Valley Regional Hospital and Medical Center
Hi-Desert Medical Center
John F. Kennedy Memorial Hospital
Lakewood Regional Medical Center
Los Alamitos Medical Center
MetroWest Medical Center
Nacogdoches Medical Center
Piedmont Medical Center
Placentia-Linda Hospital
Resolute Baptist Hospital
San Ramon Regional Medial Center
Sierra Vista Regional Medical Center
St. Francis Hospital-Memphis/AMISUB
Tenet Healthcare Corporation
The Hospitals of Providence
Twin Cities Community Hospital
Valley Baptist Health System
Abrazo Arizona Heart Hospital
Abrazo Arrowhead Campus
Abrazo Central Campus
Abrazo Scottsdale Campus
Abrazo West Campus
Holy Cross Hospital
St. Joseph's Hospital
St. Mary's Hospital
Delray Medical Center
Florida Coast Medical Center
Good Samaritan Medical Center
Palm Beach Gardens Medical Center
St. Mary's Medical Center
West Boca Medical Center
Saint Vincent Hospital
Children's Hospital of Michigan
Detroit Receiving Hospital
Harper University Hospital
Huron Valley-Sinai Hospital
Hutzel Women's Hospital
Rehabilitation Institute of Michigan

Sinai-Grace Hospital
Piedmont Medical Center Fort Mill
Saint Francis Hospital – Bartlett
Baptist Medical Center
The Hospitals of Providence East Campus
The Hospitals of Providence Memorial Campus
The Hospitals of Providence Rehabilitation Hospital East
The Hospitals of Providence Sierra Campus
The Hospitals of Providence Transmountain Campus
Mission Trail Baptist Hospital
North Central Baptist Hospital
Northeast Baptist Hospital
St. Luke's Baptist Hospital
Valley Baptist Medical Center
Valley Baptist Medical Center – Brownsville
Westover Hills Baptist Hospital