

Exhibit F

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**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

IN RE: HCA HEALTHCARE, INC.)	NO. 3:23-cv-00684
)	
DATA SECURITY LITIGATION)	JUDGE ZOUHARY
)	MAGISTRATE JUDGE FRENSLEY

SETTLEMENT AGREEMENT AND RELEASE

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Exhibit List

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SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement” or “Agreement”) is made as of [Month] [Day], 2025, by and between, as hereinafter defined, (a) Settlement Class Representatives Gregory Crossman, Arthur Dekenipp, Mary Elena Del Vecchio, Carina Gutierrez, Kelsey Hinds, J.B. (a minor, through his guardian/mother J.N.), Deborah Jordan, Gregory Marcisz, Paula Menard, Gary Silvers, Linda Simon, Michael Tighe, Colleen Walters, Jared Terrell Watkins, and Justin Taylor Womack (collectively, “Plaintiffs” or the “Settlement Class Representatives”), individually on behalf of the Settlement Class defined below of similarly situated persons, and (b) Defendant HCA Healthcare, Inc. (hereinafter “HCA”), collectively, the “Parties.” This Agreement fully and finally resolves and settles any and all claims that are, were, or could have been asserted in the litigation styled *In re: HCA Healthcare, Inc. Data Security Litigation*, Case No. 3:23-cv-00684 (M.D. Tenn.).

RECITALS

WHEREAS, on July 10, 2023, HCA announced that it had been the target of a criminal cyberattack in which the attackers accessed and stole information from an external storage location used to automate the formatting of email messages (the “Data Incident”).

WHEREAS, as a result of the Data Incident, 27 putative class action lawsuits were filed against HCA, alleging that HCA had inadequate data security practices and failed to properly safeguard affected patients’ information.

WHEREAS, those actions were consolidated before the Honorable Jack Zouhary in the United States District Court for the Middle District of Tennessee.

WHEREAS, on December 20, 2023, the Court appointed Jean Martin of Morgan & Morgan Complex Litigation Group and J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC as co-lead counsel for Plaintiffs (“Lead Counsel”).

WHEREAS, on January 3, 2024, after consultation with Lead Counsel, the Court appointed a supporting Executive Committee for Plaintiffs comprised of Jillian Dent of Steve Siegel Hanson LLP, Sabita Soneji of Tycko & Zavareei LLP, Gary Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC, Jeffrey Ostrow of Kopelowitz Ostrow Ferguson Weiselberg Gilbert P.A., and James Pizzirusso of Hausfeld LLP (collectively, the “Executive Committee”).

WHEREAS, on February 2, 2024, Plaintiffs filed a consolidated class action complaint.

WHEREAS, on April 3, 2024, Plaintiffs filed a corrected consolidated class action complaint.

WHEREAS, on April 4, 2024, HCA moved to dismiss the consolidated class action complaint.

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WHEREAS, on April 10, 2024, Plaintiffs voluntarily dismissed Count XV of the consolidated class action complaint, without prejudice as to Plaintiffs individually and all unnamed members of the proposed class.

WHEREAS, on August 15, 2024, the Court granted in part and denied in part HCA's motion to dismiss the consolidated class action complaint, dismissing Counts II–VIII of the consolidated class action complaint, and denying the motion as to Plaintiffs' remaining claims.

WHEREAS, on September 4, 2024, the Court held a Zoom Status Conference with the Parties.

WHEREAS, following the September 4, 2024 Zoom Status Conference and with the benefit of the Court's ruling on HCA's Motion to Dismiss, the Parties engaged in discussions regarding an informal schedule for the voluntary exchange of information to facilitate potential settlement discussions and mediation, and subsequently exchanged information regarding, *inter alia*, the mechanics and details of the Data Incident, the affected data, Plaintiffs' claimed damages, and HCA's defenses.

WHEREAS, the Parties engaged in an arm's-length, Zoom mediation session on February 19, 2025, facilitated by Robert A. Meyer Esq. of JAMS (the "Mediator").

WHEREAS, following the February 19, 2025 mediation, the Parties also engaged in additional communications in furtherance of settlement, including the negotiation and finalization of a proposed notice plan and settlement term sheet.

WHEREAS, HCA denies any wrongdoing whatsoever, and this Agreement shall in no event be construed or deemed to be evidence of or an admission or concession on the part of HCA with respect to any claim of any fault or liability or wrongdoing or damage whatsoever, any infirmity in the defenses that HCA has asserted or would assert, or any requirements of Federal Rule of Civil Procedure 23 or whether Plaintiffs satisfy those requirements.

WHEREAS, based upon their substantial investigation and information exchange as set forth above, Lead Counsel and the Executive Committee have concluded that the terms and conditions of this Agreement are fair, reasonable and adequate to Settlement Class Representatives and Settlement Class Members (defined below) and are in their best interests, and have agreed to settle the claims that were asserted or could have been asserted in the above-captioned litigation pursuant to the terms and provisions of this Agreement after considering: (a) the substantial benefits that Settlement Class Members will receive from the Settlement; (b) the uncertain outcome and attendant risks of litigation; (c) the delays inherent in litigation; and (d) the desirability of permitting the settlement of this litigation to be consummated as provided by the terms of this Agreement.

WHEREAS, it is the intention of the Parties to resolve the disputes and claims which they have between them on the terms set forth below.

NOW, THEREFORE, in consideration of the promises, covenants, and agreements herein described and for other good and valuable consideration acknowledged by each of them to be

satisfactory and adequate, and intending to be legally bound, the Parties do hereby mutually agree, as follows:

1. DEFINITIONS

As used in this Agreement, the following terms shall be defined as follows:

- 1.1 “**Action**” means the consolidated action captioned *In re: HCA Healthcare, Inc. Data Security Litigation*, Case No. 3:23-cv-00684, pending in the United States District Court for the Middle District of Tennessee.
- 1.2 “**Administrative Expenses**” means all of the expenses incurred by the Settlement Administrator in the administration of this Settlement, including, without limitation, all expenses or costs associated with the Notice Plan and providing Notice to the Settlement Class. Administrative Expenses also include all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.
- 1.3 “**Agreement**” or “**Settlement Agreement**” means this Settlement Agreement, including all exhibits.
- 1.4 “**Approved Claim(s)**” means a claim as evidenced by a Claim Form submitted by a Settlement Class Member that is (a) timely and submitted in accordance with the directions on the Claim Form and the terms of this Agreement; (b) is physically signed or electronically verified by the Settlement Class Member; (c) satisfies the conditions of eligibility for a Settlement Benefit as set forth herein; and (d) has been approved by the Settlement Administrator.
- 1.5 “**Business Days**” means Monday, Tuesday, Wednesday, Thursday, and Friday, excluding holidays observed by the federal government.
- 1.6 “**Claimant**” means a Settlement Class Member who submits a Claim Form for a Settlement Benefit.
- 1.7 “**Claim Form**” means the form attached hereto as Exhibit A, as approved by the Court. The Claim Form must be submitted physically (via U.S. Mail) or electronically (via the Settlement Website) by Settlement Class Members who wish to file a claim for a Settlement Benefit pursuant to the terms and conditions of this Agreement. The Claim Form shall be available for download from the Settlement Website. The Settlement Administrator shall mail a Claim Form, in hardcopy form, to any Settlement Class Member who so requests.
- 1.8 “**Claims Deadline**” means the date by which all Claim Forms must be received to be considered timely and shall be set as the date 90 days after the Notice Date. The Claims Deadline shall be clearly set forth in the Long Form Notice, the Summary Notice, the Claim Form, and the Court’s order granting Preliminary Approval.

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- 1.9 **“Claims Period”** means the period of time during which Settlement Class Members may submit Claim Forms to receive their given share of the Settlement Benefits and shall commence on the Notice Date and shall end on the date 90 days thereafter.

- 1.10 **“Court”** means the Action, which is presided over by Judge Jack Zouhary of the Northern District of Ohio.

- 1.11 **“Credit Monitoring and Insurance Services”** and **“CMIS”** means the credit monitoring and identity theft protection services to be provided to Class Members who select such services on their Claim Form, and as further described in Section 3.1(a) below.

- 1.12 **“Data Incident”** refers to the criminal attack that HCA announced on or about July 10, 2023, in which attackers accessed and stole information from an external storage location used to automate the formatting of email messages.

- 1.13 **“Documented Loss”** refers to documented, monetary losses incurred by a Settlement Class Member, and which specifically involve (a) an actual, documented, and unreimbursed monetary expense or loss; (b) that was more likely than not caused by the Data Incident; and (c) where the claimant made reasonable efforts to avoid or seek reimbursement for, the loss. Documented Loss must be supported by Reasonable Documentation that a Settlement Class Member actually incurred unreimbursed losses and/or out-of-pocket expenses and are subject to review and approval by the Settlement Administrator.

- 1.14 **“Effective Date”** means the date upon which the Settlement contemplated by this Agreement shall become effective as set forth in Section 10.

- 1.15 **“Executive Committee”** means Jillian Dent of Stueve Siegel Hanson LLP, Sabita Soneji of Tycko & Zavareei LLP, Gary Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC, Jeffrey Ostrow of Kopelowitz Ostrow Ferguson Weiselberg Gilbert P.A., and James Pizzirusso of Hausfeld LLP.

- 1.16 **“Final Approval Hearing”** means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement pursuant to Federal Rule of Civil Procedure 23 and whether to issue the Final Approval Order and Judgement.

- 1.17 **“Final Approval Order and Judgment”** means an order and judgment that the Court enters after the Final Approval Hearing, which finally approves the Settlement and dismisses the claims against HCA with prejudice and without material change to the Parties’ agreed-upon proposed final approval order and judgment attached hereto as Exhibit E.

- 1.18 **“HCA”** means HCA Healthcare, Inc. and is a company incorporated in Delaware, with its principal place of business in Nashville, Tennessee, and which is named as the defendant in the Action.

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- 1.19 **“Lead Counsel”** means Jean Martin of Morgan & Morgan Complex Litigation Group and J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC.
- 1.20 **“Notice”** means notice of the proposed class action settlement to be provided to Settlement Class Members pursuant to the Notice Plan approved by the Court in connection with preliminary approval of the Settlement, as further described below.
- 1.21 **“Notice Date”** means forty-five (45) days after the Preliminary Approval Order when notice is to be disseminated to the Class.
- 1.22 **“Notice Plan”** means the settlement notice program described below and as shown in Exhibits B - C, or as otherwise ordered by the Court.
- 1.23 **“Parties”** means the Settlement Class Representatives, on behalf of themselves and the Settlement Class, and HCA.
- 1.24 **“Preliminary Approval Order”** means an order by the Court that preliminarily approves the Settlement (including but not limited to the forms and procedure for providing Notice to the Settlement Class), directs Notice to the proposed Settlement Class, establishes a procedure for Settlement Class Members to object to or request exclusion from the Settlement, and sets a date for the Final Approval Hearing, without material change to the Parties’ agreed-upon proposed preliminary approval order attached hereto as Exhibit D.
- 1.25 **“Publication Notice”** means a social media or other public media campaign designed to inform Class Members for whom HCA does not have email addresses or phone numbers. If the Settlement Administrator or the Court determines that Publication Notice is needed, the Publication Notice shall be mutually agreed upon by Class Counsel and HCA.
- 1.26 **“Reasonable Documentation”** means documentation supporting a claim for Documented Loss, including, but not limited to, credit card statements, bank statements, invoices, telephone records, and receipts. Documented Loss costs cannot be documented solely by a personal certification, declaration, or affidavit from the Claimant; a Settlement Class Member must provide independent supporting documentation from a third-party (i.e., not self-created).
- 1.27 **“Released Claim”** means any claim, liability, right, demand, suit, obligation, damage, including consequential damage, loss or cost, punitive damage, attorneys’ fee and cost, action or cause of action, of every kind or description—whether known or Unknown (as the term “Unknown Claims” is defined herein), suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that is released pursuant to the mutual releases set forth in Section 9.
- 1.28 **“Security Commitments”** means the cybersecurity commitments contained in Exhibit F.

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- 1.29 “**Service Award**” means the amount awarded by the Court and paid to each Settlement Class Representative in recognition of their roles in this litigation, as set forth in Section 7.
- 1.30 “**Settlement**” means the settlement of the Action by and between the Parties, and the terms thereof as stated in this Settlement Agreement.
- 1.31 “**Settlement Administrator**” means Kroll Settlement Administration LLC. Lead Counsel and HCA may, by agreement, substitute a different Settlement Administrator, subject to Court approval.
- 1.32 “**Settlement Benefit(s)**” means a payments for an approved Documented Loss, the Credit Monitoring and Insurance Services, the security commitments set forth in this Agreement, and any other benefits Settlement Class Members receive pursuant to this Agreement, including non-monetary benefits and relief, the Fee Award and Costs, and Administrative Expenses.
- 1.33 “**Settlement Class**” or “**Class**” means those Persons certified as a class for settlement purposes under Federal Rule of Civil Procedure 23(b)(2), 23(b)(3) and 23(e), consisting of all current HCA patients residing in the United States whose personal information was compromised in the Data Incident. Excluded from the Settlement Class: (i) HCA’s officers, directors, legal representatives, successors, subsidiaries, and assigns; and (ii) any judge, justice, or judicial officer presiding over this matter and the members of their immediate families and judicial staff.
- 1.34 “**Settlement Class Representatives**” means Gregory Crossman, an individual and Florida resident; Arthur Dekenipp, an individual and Texas resident; Mary Elena Del Vecchio, an individual and Florida resident; Carina Gutierrez, an individual and Texas resident; Kelsey Hinds, an individual and Kansas resident; J.B., a minor and Virginia resident; Deborah Jordan, an individual and Florida resident; Gregory Marcisz, an individual and California resident; Paula Menard, an individual and Texas resident; Gary Silvers, an individual and Florida resident; Linda Simon, an individual and Florida resident; Michael Tighe, an individual and Texas resident; Colleen Walters, an individual and Tennessee resident; Jared Terrell Watkins, an individual and Kentucky resident; and Justin Taylor Womack, an individual and Texas resident; who bring the above-captioned action on behalf of themselves and the purported class of affected individuals (hereinafter “**Settlement Class Members**”).
- 1.35 “**Settlement Website**” means a website established by the Settlement Administrator to provide information about the Settlement. At a minimum, the following information shall be posted on the Settlement Website: (i) a copy of the Corrected Consolidated Class Action Complaint publicly available through PACER; (ii) a copy of the Settlement Agreement and any exhibits, including the Notice; and, (iii) after filing, Plaintiffs’ Motion for Attorneys’ Fees, Expenses, the Service Award, and Plaintiffs’ Motion for Final Approval of the Settlement. The

Settlement Website, in addition to being in English, will contain translations in Spanish.

- 1.36 “**Unknown Claims**” means any and all Released Claims that HCA or the Settlement Class Representatives or Settlement Class Members do not know or suspect to exist in his, her, or its favor as of the Effective Date and which, if known by him, her, or it, might have materially affected his, her, or its decision(s) with respect to the Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date, HCA, the Settlement Class Representatives and Settlement Class Members shall have waived any and all provisions, rights, and benefits conferred by any law of any state of the United States, or principle of common law or otherwise, which is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Settlement Class Representatives and Lead Counsel acknowledge, and each Settlement Class Member by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Released Claims was separately bargained for and was a key element of the Settlement Agreement.

2. SECURITY COMMITMENTS

- 2.1 HCA shall adopt, implement, and/or maintain the security commitments designed to prevent similar data incidents set forth in **Exhibit F**, attached hereto, for a period of at least two years from the Effective Date.
- 2.2 To the extent permitted by the Court, **Exhibit F** may be filed under seal to the extent HCA determines that it contains sensitive information about HCA’s cybersecurity practices that could harm HCA, HCA patients, and Settlement Class Members if made public. The Parties agree to keep confidential any matters relating to the security commitments described in **Exhibit F** to the extent it is filed under seal, and not to disclose such matters to any other person or entity, pursuant to Section 14.1 of the Parties’ Settlement Agreement.
- 2.3 The Parties recognize that cloud computing, cybersecurity, and other technological capabilities are constantly changing, often at a rapid pace. In the event that technological or industry developments, or intervening changes in law render any

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of the provisions set forth in Exhibit F obsolete or make compliance by HCA with any provision unreasonable or technically impractical, HCA will provide notice to Lead Counsel within ten (10) days and propose a modification thereof. If the Parties reach a mutual agreement that the elimination or modification of a provision is appropriate, they may jointly petition the Court to eliminate or modify such provision. If the Parties fail to reach an agreement, HCA may petition the Court to eliminate or modify such provision. Under any circumstances, to the extent Lead Counsel believe that HCA is not complying with any of the provisions noted in this section, they will first meet and confer with HCA under the Local Rules for the Middle District of Tennessee prior to seeking relief from the Court.

3. ADDITIONAL SETTLEMENT BENEFITS

3.1 Settlement Benefits: Each Class Member may qualify and submit a claim for one of the following:

- a. Credit Monitoring and Insurance Services. One year of the Credit Monitoring and Insurance Services (“CMIS”). CMIS will include credit monitoring, fraud consultation, and identity theft restoration services. A Class Member who chooses CMIS as their respective Settlement Benefit and already maintains a credit monitoring service may elect to defer their enrollment in the CMIS for a period of 12 months for no additional charge. The CMIS will include the following services, among other features, to be provided to each Class Member who submits a valid claim for CMIS: (i) up to \$1 million dollars of identity theft insurance coverage; and (ii) one-bureau credit monitoring providing notice of changes to the Class Member’s credit profile.
- b. Documented Loss Payment. Class Members may submit a claim for a Documented Loss Payment of up to \$5,000. To receive Documented Loss Payment, a Class Member must choose to do so on their given Claim Form and submit to the Settlement Administrator the following: (i) a valid Claim Form electing to receive the Documented Loss Payment benefit; (ii) an attestation regarding any actual and unreimbursed Documented Loss; and (iii) Reasonable Documentation that demonstrates the Documented Loss to be reimbursed pursuant to the terms of the Settlement. If a Class Member does not submit Reasonable Documentation supporting a Documented Loss Payment claim, or if a Class Member’s claim for a Documented Loss Payment is rejected by the Settlement Administrator for any reason, the Class member shall be provided with an opportunity to cure their claim and provide additional documentation, as directed by the Settlement Administrator.

3.2 Payment Methods: To the extent a Settlement Class Member qualifies for a Documented Loss Payment, the Class Member will be provided the option to receive payment pursuant to the terms of this Agreement via various digital methods. In the event Class Members do not exercise this option, they will receive their Documented Loss Payment via a physical check sent by U.S. Mail.

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- 3.3 Deadline to File Claims. Claim Forms must be postmarked or received electronically within 90 days after the Notice Date.
- 3.4 The Settlement Administrator. The Settlement Administrator shall have the authority to determine whether a Claim Form is valid, timely, and complete, and to what extent a Claim Form is electing to receive a Documented Loss Payment. To the extent the Settlement Administrator determines a claim is deficient for a reason other than late posting, within 10 days of making such a determination, the Settlement Administrator shall notify the Claimant of the deficiencies and that Claimant shall have 30 days to cure the deficiencies and re-submit the claim. No notification is required for late-posted claims. The Settlement Administrator shall exercise reasonable discretion to determine whether the Claimant has cured the deficient claim. If the Claimant fails to cure the deficiency, the claim shall stand as denied and the Class Member shall be so notified. The Settlement Administrator shall provide all information gathered in investigating Claims, including but not limited to copies of all correspondence and all notes of the Settlement Administrator, the decision reached, and all reasons supporting the decision, if requested by Class Counsel or Defendant's Counsel. Additionally, Class Counsel and Defendant's Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.
- 3.5 Timing of Settlement Benefits. Within 90 days after: (i) the Effective Date; or (ii) all Claim Forms have been processed subject to the terms and conditions of this Agreement, whichever date is later, the Settlement Administrator shall cause funds to be distributed to each Class Member who submitted a valid and approved claim for a Documented Loss Payment. Within 30 days of the Effective Date, the Settlement Administrator shall make best efforts to provide Class Members who selected CMIS with enrollment instructions for the CMIS.
- 3.6 Deadline to Deposit or Cash Physical Checks: Settlement Class Members with Approved Claims who receive a Documented Loss Payment by physical check, shall have 120 days following distribution to deposit or cash their benefit check

4. PRELIMINARY APPROVAL

- 4.1 **By April 25, 2025, Settlement Class Representatives and Lead Counsel will file a motion for preliminary approval of the Settlement and Notice Plan with the Court.**
- 4.2 Lead Counsel shall apply to the Court for entry of the [Proposed] Preliminary Approval Order attached hereto as Exhibit D. The [Proposed] Preliminary Approval Order shall include approval of the form of notice to be provided to Settlement Class Members.

5. NOTICE PLAN, OBJECTIONS, AND OPT-OUTS

- 5.1 Notice shall be disseminated pursuant to the Court's Preliminary Approval Order, which shall be proposed in accordance with this Section.**
- 5.2 The Settlement Administrator is responsible for distributing and disseminating the Notice in accordance with this Notice Plan.**
- 5.3 HCA shall provide the Settlement Administrator with the names and last known email addresses provided by Settlement Class Members to HCA, to the extent reasonably available, no later than ten (10) Business Days after the date on which the Court enters the Preliminary Approval Order. For any Settlement Class Member who has not provided HCA with an email address, HCA shall instead provide the Settlement Administrator with the names and last known phone number provided by such Settlement Class Member to HCA, to the extent reasonably available, no later than ten (10) Business Days after the date on which the Court enters the Preliminary Approval Order. HCA shall also cooperate with the Settlement Administrator to assist in verifying the identity of putative Settlement Class Members to whom emailed notice is not sent, but who respond to either Publication Notice and/or the Settlement Website.**
- 5.4 Lead Counsel shall provide the Settlement Administrator with the names and last known email addresses of the Settlement Class Representatives and any other putative Settlement Class Member who has reported updated identifying information to Lead Counsel, no later than ten (10) Business Days after the date on which the Court enters the Preliminary Approval Order.**
- 5.5 The Settlement Administrator shall ensure Notice is sent to the Class within forty-five (45) days of the entry of the Court's order granting preliminary approval. The Settlement Administrator shall send Email Notice to all Settlement Class Members for whom an email address is known. If an email address is not known, the Settlement Administrator shall attempt to ascertain an email address by performing a reverse lookup of the Class Members' phone number. If a valid email address is still not known, the Settlement Administrator shall work with HCA to determine usable contact information for the Settlement Class Member. If the successful reach of the Notice Plan falls below 90%, the Settlement Administrator shall implement a Publication Notice to be agreed upon by Settlement Class Counsel and HCA.**
- 5.6 The Notice shall explain in plain language the procedure for Settlement Class Members to opt out and exclude themselves from the Settlement Class, as further defined in Section 5.8, *infra*.**
- 5.7 The Notice shall explain the procedure for Settlement Class members to object to the Settlement, as further defined in Section 5.9, *infra*.**

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- 5.8 **Opt-Out Procedures:** Any Settlement Class Member may submit an opt-out by mailing such request in writing to the Settlement Administrator at the address set forth in the Notice. To be valid, an opt out must be postmarked no later than sixty days after the Notice Date. The opt-out request shall (i) state the Settlement Class Member's full name and current address and signature, and (ii) specifically state their desire to be excluded from the Settlement and from the Settlement Class. Failure to comply with these requirements and to timely submit the Request for Exclusion will result in the Settlement Class Member being bound by the terms of the Settlement. Any Settlement Class Member who submits a timely opt-out may not make any objections to the Settlement and shall be deemed to have waived any rights or benefits under this Settlement Agreement.
- 5.9 **Objection Procedures:** Any Settlement Class Member may make an objection to the proposed Settlement. To be a valid objection, the objection must state: (i) the objector's full name and address; (ii) the case name and docket number – *In re HCA Healthcare, Inc. Data Security Litigation*, Case No. 3:23-cv-00684 (M.D. Tenn.); (iii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of the objector's settlement notice, copy of original notice of the Data Incident, the Class Members' unique ID as displayed on the Notice or obtained from the Settlement Administrator, or a statement explaining why the objector believes they are a Settlement Class Member); (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (v) the identity of any and all counsel representing the objector in connection with the objection; (vi) a statement whether the objector and/or their counsel will appear at the Final Approval Hearing; and (vii) the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative (if any) representing them in connection with the objection. To be timely, written notice of an objection in the appropriate form must be mailed, with a postmark date no later than sixty days from the Notice Date to Settlement Class Counsel and HCA's counsel as described in Section 13, *infra*. The objector or their counsel may also file objection with the Court through the Court's ECF system, with service on Settlement Class Counsel and Defendant's Counsel made through the ECF system. For all objections mailed to Settlement Class Counsel and Defendant's Counsel, Settlement Class Counsel will file them with the Court as an exhibit to the Motion for Final Approval.
- 5.10 HCA will serve the notice required by the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, no later than fifteen (15) days after this Agreement is filed with the Court.

6. DUTIES OF SETTLEMENT ADMINISTRATION

- 6.1 The Settlement Administrator shall perform the functions specified in this Agreement, which include:

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- a. Obtaining from HCA, pursuant to Section 5.3, the names and last known email addresses, to the extent reasonably available, of Settlement Class Members for the purpose of sending email Notice to Settlement Class Members;
- b. For Settlement Class Members for whom HCA does not have reasonably available email addresses, obtaining from HCA, pursuant to Section 5.3, the names and last known phone numbers, to the extent reasonably available, of such Settlement Class Members for the purpose of sending Notice to Settlement Class Members;
- c. Obtaining updated email addresses for Settlement Class Members via reverse phone lookups, as needed;
- d. To the extent that Class Members' contact information remains unknown after receiving the information contemplated herein and performing the lookup contemplated in Section 6.1(c), the Settlement Administrator will coordinate with HCA to obtain any additional information that may be required to identify contact information for such Class Member or Class Members;
- e. Effectuating the Notice Plan in accordance with the procedures set forth in Section 5, including the operation of the Publication Notice, if any is required;
- f. Establishing and maintaining a post office box for mailed opt-outs and written objections to the Settlement;
- g. Establishing and maintaining the Settlement Website;
- h. Establishing and maintaining a toll-free telephone line with live operators for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries;
- i. Responding to any mailed or emailed Settlement Class Member inquiries;
- j. Mailing to Settlement Class Members who request paper copies of the Notice Form;
- k. Reviewing Claim Forms submitted by Settlement Class Members to determine whether they are eligible for CMIS or a Documented Loss Payment;
- l. Administering the relief provide by this Agreement by processing Claim Forms in a rational, responsive, cost effective and timely manner;
- m. Providing weekly reports and, no later than ten (10) days after the deadline for Settlement Class Members to object to the Settlement, provide a final report to Lead Counsel and HCA's counsel that summarizes the number of inquiries from the Class and that status of the implementation of the Notice Plan, and other pertinent information as requested by Lead Counsel and HCA's counsel;

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- n. In advance of the Final Approval Hearing, preparing affidavits to submit to the Court that attest to implementation of the Notice Plan in accordance with the Preliminary Approval Order;
 - o. Performing any function related to Settlement administration at the agreed-upon instruction of both Lead Counsel and HCA's counsel.
- 6.2 The Administrative Expenses incurred by the Settlement Administrator shall be paid by HCA.

7. SERVICE AWARD

- 7.1 **The Parties agree that Settlement Class Representatives and Lead Counsel may seek a Service Award to each Settlement Class Representative not to exceed \$5,000. Any requests for such an award must be filed at least 20 days before the deadline for filing objections to the Settlement.**
- 7.2 **HCA shall pay the Service Award(s) approved by the Court to the Settlement Class Representative. The Service Award(s) shall be paid in the amount approved by the Court within thirty (30) Business Days of the later of the Effective Date or the date on which the Settlement Class Representative and/or Lead Counsel has provided HCA with all information and documentation reasonably necessary for HCA to process the payment, including but not limited to wire or other payment instructions, tax identification number, and a completed Form W-9.**
- 7.3 In the event the Court declines to approve, in whole or in part, the payment of the Service Award in the amounts requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the Service Award shall constitute grounds for cancellation or termination of this Agreement.

8. ATTORNEYS' FEES, COSTS, AND EXPENSES

- 8.1 **HCA agrees that Lead Counsel is entitled to an award of reasonable attorneys' fees, costs, and expenses.**
- 8.2 **The Parties agree that Lead Counsel may request an amount up to \$3,100,000 from the Court for their attorneys' fees, costs, and expenses. HCA agrees not to object to this request, and to pay the amount the Court awards to Lead Counsel for their attorneys' fees, reasonable costs and expenses, up to and including \$3,100,000, and no more than that amount. Lead Counsel, in their sole discretion, shall allocate and distribute the amount of attorneys' fees, costs, and expenses awarded by the Court. The amount of attorneys' fees and expenses to be awarded shall be a matter of complete discretion of the Court**

upon consideration of the complete factual record before the Court at the final fairness hearing, provided that the amount does not exceed \$3,100,000.

- 8.3 The motion for attorneys' fees, costs, and expenses must be filed at least 20 days before the deadline for filing objections to the Settlement.
- 8.4 HCA shall pay the attorneys' fees, costs, and expenses awarded by the Court to Lead Counsel. Such attorneys' fees, costs, and expenses shall be paid in the amount approved by the Court within thirty (30) Business Days of the later of: (a) the date the Court enters its order awarding such attorneys' fees, costs, and expenses; or (b) the date on which Lead Counsel has provided HCA with all information and documentation reasonably necessary for HCA to process the payment, including but not limited to wire or other payment instructions, tax identification number(s), and completed Form(s) W-9.
- 8.5 In the event the Court's Final Order approving attorneys' fees, costs, and expenses is reversed, vacated, or modified on motion for reconsideration, or on appeal such that the amount of attorneys' fees, costs, and expenses are reduced or the Settlement is not approved as set forth in this Agreement, Lead Counsel shall be liable to refund the excess award previously paid within ten (10) Business Days of the event that results in reduction of the award.
- 8.6 HCA shall have no responsibility for, interest in, or liability whatsoever with respect to any allocation among Lead Counsel of attorneys' fees, costs, and expenses awarded by the Court.
- 8.7 The finality or effectiveness of the Settlement will not be dependent on the Court awarding Lead Counsel any particular amount of attorneys' fees, costs, and expenses. In the event the Court declines to approve, in whole or in part, the payment of the attorneys' fees, costs, and expenses in the amounts requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of attorneys' fees, costs, and expenses shall constitute grounds for cancellation or termination of this Agreement.

9. MUTUAL RELEASES

- 9.1 As of the Effective Date, the Settlement Class Representatives and all Settlement Class Members, on behalf of themselves, their heirs, assigns, executors, administrators, predecessors, and successors, and any other person purporting to claim on their behalf, release and discharge all claims for injunctive and declaratory relief, including Unknown Claims, against HCA (and its respective agents, directors, officers, attorneys and employees acting on its behalf) that relate in any way to the claims for injunctive or declaratory relief made in the above-captioned matter and agree to refrain from instituting, directing or maintaining any contested matter, adversary proceeding, or miscellaneous proceeding, or participating in any contested

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matter, miscellaneous proceeding, or adversary proceeding by a third party against HCA that relates in any way to the claims for injunctive or declaratory relief made in the above-captioned matter.

- 9.2 As of the Effective Date, Plaintiffs, on behalf of themselves, heirs, assigns, executors, administrators, predecessors, and successors, and any other person purporting to claim on his behalf, additionally releases all claims for monetary damages, including Unknown Claims, against HCA (and its respective agents, directors, officers, attorneys and employees acting on its behalf) that relate in any way to the claims made in the above-captioned matter and agrees to refrain from instituting, directing or maintaining any contested matter, adversary proceeding, or miscellaneous proceeding, or participating in any contested matter, miscellaneous proceeding, or adversary proceeding by a third party against HCA that relates in any way to the allegations made in the above-captioned matter.**
- 9.3 As of the Effective Date, HCA, as well as its respective agents, directors, officers, attorneys, and employees, affiliates, parents, subsidiaries, divisions, successors, assigns, releases all claims for any damages or other relief, including Unknown Claims, against the Settlement Class Representatives, their counsel, Lead Counsel and their heirs, assigns, executors, administrators, predecessors, successors, and any other person purporting to claim on their behalf, that relate in any way to the claims for injunctive or declaratory relief made in the above-captioned matter and agrees to refrain from instituting, directing, or maintaining any contested matter, adversary proceeding, or miscellaneous proceeding, or participating in any contested matter, miscellaneous proceeding, or adversary proceeding by a third party against the Settlement Class Representatives, their counsel, Lead Counsel and their heirs, assigns, executors, administrators, predecessors, successors, and any other person purporting to claim on their behalf.**
- 9.4 The Parties understand that if the facts upon which this Agreement is based are found hereafter to be different from the facts now believed to be true, each Party expressly assumes that risk of such possible difference in facts, and agrees that this Agreement shall remain effective notwithstanding such difference in facts. The Parties agree that in entering this Agreement, it is understood and agreed that each Party relies wholly upon its own judgment, belief, and knowledge and that each Party does not rely on inducements, promises or representations made by anyone other than those embodied herein.**
- 9.5 Notwithstanding any other provision of this Agreement (including, without limitation, this Section), nothing in this Agreement shall be deemed to in any way impair, limit, or preclude the Parties' rights to enforce any provision of this Agreement, or any court order implementing this Agreement, in a manner consistent with the terms of this Agreement. Further, nothing in this**

agreement shall affect any party's ability to bring claims that are not covered in the Releases contained in Paragraphs 9.1-9.3.

10. EFFECTIVE DATE AND TERMINATION

10.1 The Effective Date of the Settlement shall be the first Business Day after all of the following conditions have occurred:

- a. HCA and Lead Counsel execute this Agreement;
- b. The Court enters the Preliminary Approval Order, without material change to the Parties' agreed-upon proposed preliminary approval order attached hereto as Exhibit D;
- c. Notice is provided to the Settlement Class consistent with the Preliminary Approval Order;
- d. The Court enters the Final Approval Order and Judgment, without material change to the Parties' agreed-upon proposed final approval order and judgment attached hereto as Exhibit E; and
- e. The Final Approval Order and Judgment has become final because: (i) the time for appeal, petition, rehearing or other review has expired; or (ii) if any appeal, petition, request for rehearing or other review has been filed, the Final Approval Order and Judgment is affirmed without material change or the appeal is dismissed or otherwise disposed of, no other appeal, petition, rehearing or other review is pending, and the time for further appeals, petitions, requests for rehearing or other review has expired.

10.2 In the event that the Court declines to enter the Preliminary Approval Order as specified in Section 1.23, declines to enter the Final Approval Order and Judgment as specified in Section 1.16, or these orders are not entered in materially similar form, HCA may at its sole discretion terminate this Agreement on five (5) Business Days written notice from counsel for HCA to Lead Counsel. For avoidance of doubt, HCA may not terminate this Agreement while an appeal from an order granting final approval is pending.

10.3 In the event the terms or conditions of this Settlement Agreement are materially modified by any court, any Party in its sole discretion to be exercised within fourteen (14) days after such modification may declare this Settlement Agreement null and void. For purposes of this Section, modifications include any modifications to the definitions of the Settlement Class, or Released Claims, any modifications to the terms of the Settlement consideration described in Section 2 and Section 3, and/or any requirement of notice to the Settlement Class. In the event of a material modification by any

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court, and in the event the Parties do not exercise their unilateral options to withdraw from this Settlement Agreement pursuant to this Section, the Parties shall meet and confer within seven (7) days of such ruling to attempt to reach an agreement as to how best to effectuate the court-ordered modification.

- 10.4 Except as otherwise provided herein, in the event the Settlement is terminated prior to the Effective Date, the Parties to this Agreement, including Settlement Class Members, shall be deemed to have reverted to their respective status in the Action immediately prior to the execution of this Agreement, and, except as otherwise expressly provided, the Parties shall proceed in all respects as if this Agreement and any related orders had not been entered. In addition, the Parties agree that in the event the Settlement is terminated, any orders entered pursuant to the Agreement shall be deemed null and void and vacated and shall not be used in or cited by any person or entity in support of claims or defenses.

11. NO ADMISSION OF WRONGDOING OR LIABILITY

- 11.1 **This Agreement, whether or not consummated, any communications and negotiations relating to this Agreement or the Settlement, and any proceedings taken pursuant to the Agreement:**

- a. shall not be offered or received against either Party as evidence of or construed as or deemed to be evidence of any presumption, concession, or admission by that Party with respect to the truth of any fact alleged by any Plaintiff or the validity of any claim, defense, or counterclaim that has been or could have been asserted in the Action or in any litigation, or the deficiency of any claim, defense, or counterclaim that has been or could have been asserted in the Action or in any litigation, or of any liability, negligence, fault, breach of duty, or wrongdoing of any Party;
- b. shall not be offered or received against any Party as evidence of a presumption, concession or admission of any fault, misrepresentation or omission with respect to any statement or written document approved or made by that Party;
- c. shall not be offered or received against any Party as evidence of a presumption, concession or admission with respect to any liability, negligence, fault, breach of duty, or wrongdoing, or in any way referred to for any other reason as against any Party to this Action, in any other civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement; provided, however, that if this Agreement is approved by the Court, the Parties may refer to it to effectuate the liability protection granted them hereunder;
- d. shall not be construed against HCA as an admission or concession that the consideration to be given hereunder represents the relief that could be or would have been awarded after trial; and

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- e. shall not be construed as or received in evidence as an admission, concession or presumption against the Settlement Class Representatives or any Settlement Class Member that any of their claims are without merit, or that any defenses asserted by HCA have any merit.

12. REPRESENTATIONS

- 12.1 Each Party represents that: (i) such Party has full legal right, power and authority to enter into and perform this Agreement, subject to Court approval; (ii) the execution and delivery of this Agreement by such Party and the consummation by such Party of the transactions contemplated by this Agreement have been duly authorized by such Party; (iii) this Agreement constitutes a valid, binding and enforceable agreement; and (iv) no consent or approval of any person or entity is necessary for such Party to enter into this Agreement.

13. NOTICE

- 13.1 All notices to Lead Counsel provided for in this Agreement shall be sent by email and First Class mail to the following:

J. Gerard Stranch, IV
gstranch@stranchlaw.com
Grayson Wells
gwells@stranchlaw.com
STRANCH, JENNINGS & GARVEY, PLLC
223 Rosa L. Parks Avenue, Suite 200
Nashville, TN 37203

Jean Martin
MORGAN & MORGAN COMPLEX LITIGATION GROUP
jeanmartin@forthepeople.com
201 North Franklin Street, 7th Floor
Tampa, FL 33602

- 13.2 All notices to HCA or counsel to HCA provided for in this Agreement shall be sent by email and First Class mail to the following:

Andrew B. Clubok
Andrew.clubok@lw.com
Susan E. Engel
Susan.engel@lw.com
LATHAM & WATKINS LLP
555 Eleventh Street NW, Suite 1000
Washington, D.C. 20004

Melanie M. Blunski
Melanie.blunski@lw.com

LATHAM & WATKINS LLP
505 Montgomery Street, Suite 2000
San Francisco, CA 94111

Marissa Alter-Nelson
Marissa.Alter-Nelson@lw.com
LATHAM & WATKINS LLP
1271 Avenue of the Americas
New York, NY 10020

- 13.3 All notices to the Settlement Administrator provided for in this Agreement shall be sent by email and First Class mail to the following:

Kroll Settlement Administration LLC
<insert Kroll information>

- 13.4 The notice recipients and addresses designated in this Section may be changed by written notice.

14. CONFIDENTIALITY

- 14.1 Confidentiality. The Parties agree to keep confidential any matters relating to the discussions leading to the Parties' Settlement Agreement, and not to disclose such matters to any other person or entity, except Experts subject to the confidentiality order in this matter, or as may be required in order to obtain approval for the Settlement Agreement or to comply with an order of a court of competent jurisdiction, or any direction from a regulatory agency. The Parties further agree to keep confidential any matters relating to the security commitments described in Exhibit F to the extent it is filed under seal.
- 14.2 Limitations on Use. Each Party agrees that all information and materials received from the other Party in the course of this matter—including all document productions, and discovery responses—may only be used for prosecuting, defending, attempting to settle, and/or settling this litigation and shall be destroyed in accordance with Section O of the Joint Confidentiality Order (ECF 156) in this matter, as ordered.

15. MISCELLANEOUS PROVISIONS

- 15.1 **Further Steps and Best Efforts.** The Parties agree to cooperate in good faith and use their best efforts to effectuate all their respective obligations under the Agreement and to undertake any required steps to effectuate the purposes and intent of this Agreement, including obtaining preliminary and final settlement approval, and all steps that may be necessary in order to reach the Effective Date, and to do so as quickly and efficiently as practicable.

- 15.2 **Representation by Counsel.** The Settlement Class Representatives and HCA represent and warrant that they have been represented by, and have consulted with, the counsel of their choice regarding the provisions, obligations, rights, risks, and legal effects of this Agreement and have been given the opportunity to review independently this Agreement with such legal counsel and agree to the particular language of the provisions herein.
- 15.3 **Contractual Agreement.** The Parties understand and agree that all terms of this Agreement, including the Exhibits thereto, are contractual and are not a mere recital, and each signatory warrants that he, she, or it is competent and possesses the full and complete authority to execute and covenant to this Agreement on behalf of the Party that they or it represents.
- 15.4 **Integration.** This Agreement constitutes the entire agreement among the Parties and no representations, warranties or inducements have been made to any Party concerning this Agreement other than the representations, warranties and covenants contained and memorialized herein.
- 15.5 **Communications with Settlement Class Members.** HCA reserves the right to continue any and all ordinary-course-of-business communications with Settlement Class Members. Should it become evident in the course of any such communication with HCA that a Settlement Class Member is inquiring regarding the settlement memorialized in this Agreement or any other matter related to the Data Incident, HCA shall refer the inquiry to Lead Counsel.
- 15.6 **Authorization to Enter Agreement.** The Parties warrant and represent that they are authorized to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement, to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Settlement Class Representatives further warrant and represent that they have not designated, hypothecated, transferred, or otherwise granted any interest in the Released Claims to any other person or entity. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of the Settlement embodied in this Agreement, the Parties shall mediate the disagreement before Robert A. Meyer Esq. The Parties shall not seek the Court's intervention until they have exhausted the mediation process.
- 15.7 **No Additional Persons with Financial Interest.** HCA shall not be liable for any additional attorneys' fees and expenses of any Settlement Class Members' counsel, including any potential objectors or counsel representing a Settlement Class Member, other than what is expressly provided for in this Agreement.

- 15.8 **Drafting.** The Parties agree that no single Party shall be deemed to have drafted this Agreement, or any portion thereof, for purpose of the invocation of the doctrine of *contra proferentum*. This Settlement Agreement is a collaborative effort of the Parties and their attorneys that was negotiated on an arm's-length basis between parties of equal bargaining power. Accordingly, this Agreement shall be neutral, and no ambiguity shall be construed in favor of or against any of the Parties. The Parties expressly waive the presumption of California Civil Code section 1654 that uncertainties in a contract are interpreted against the party who caused the uncertainty to exist.
- 15.9 **Waiver of Objections by Settlement Class Representative.** The Settlement Class Representative agrees not to object to any of the terms of this Agreement.
- 15.10 **Modification or Amendment.** This Agreement may not be modified or amended, nor may any of its provisions be waived, except by a writing signed by the Persons who executed this Agreement or their successors-in-interest.
- 15.11 **Waiver.** The failure of a Party hereto to insist upon strict performance of any provision of this Agreement shall not be deemed a waiver of such Party's rights or remedies or a waiver by such Party of any default by another Party in the performance or compliance of any of the terms of this Agreement. In addition, the waiver by one Party of any breach of this Agreement by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.
- 15.12 **Severability.** Should any part, term or provision of this Agreement be declared or determined by any court or tribunal to be illegal or invalid, the Parties agree that the Court may modify such provision to the extent necessary to make it valid, legal and enforceable. In any event, such provision shall be separable and shall not limit or affect the validity, legality or enforceability of any other provision hereunder.
- 15.13 **Successors.** This Settlement Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the Parties thereto.
- 15.14 **Survival.** The Parties agree that the terms set forth in this Agreement shall survive the signing of this Agreement.
- 15.15 **Governing Law.** All terms and conditions of this Agreement shall be governed by and interpreted according to the laws of the State of Tennessee, without reference to its conflict of law provisions, except to the extent the federal law of the United States requires that federal law governs.
- 15.16 **Interpretation.**
- a. Definitions apply to the singular and plural forms of each term defined.

- b. Definitions apply to the masculine, feminine, and neutral genders of each term defined.
 - c. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall not be limiting but rather shall be deemed to be followed by the words “without limitation.”
- 15.17 **No Precedential Value.** The Parties agree and acknowledge that this Agreement carries no precedential value.
- 15.18 **Fair & Reasonable.** The Parties and their counsel believe this Agreement is a fair and reasonable compromise of the disputed claims, in the best interest of the Parties, and have arrived at this Agreement as a result of arm’s-length negotiations.
- 15.19 **Retention of Jurisdiction.** The administration and consummation of the Settlement as embodied in this Agreement shall be under the authority of the Court, and the Court shall retain jurisdiction over the Settlement and the Parties for the purpose of enforcing the terms of this Agreement.
- 15.20 **Headings.** Any headings contained herein are for informational purposes only and do not constitute a substantive part of this Agreement. In the event of a dispute concerning the terms and conditions of this Agreement, the headings shall be disregarded.
- 15.21 **Exhibits.** The Exhibits to this Agreement are expressly incorporated by reference and made part of the terms and conditions set forth herein.
- 15.22 **Counterparts.** This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement shall exchange among themselves original signed counterparts.
- 15.23 **Facsimile and Electronic Mail.** Transmission of a signed Agreement by facsimile or electronic mail shall constitute receipt of an original signed Agreement by mail.
- 15.24 **No Assignment.** Each Party represents and warrants that such Party has not assigned or otherwise transferred (via subrogation or otherwise) any right, title or interest in or to any of the Released Claims.
- 15.25 **Non-Disparagement.** Settlement Class Representatives, HCA, and the Parties’ respective counsel may issue press releases in connection with filings in this matter. Settlement Class Representatives, HCA, and the Parties’ respective counsel agree not to make any statements, written or verbal, or to cause or encourage any other Person to make any statements, written or oral, that defame, disparage or in any way criticize the personal or business reputation,

practices, or conduct of the Parties and their respective counsel concerning all Released Claims, as well as the litigation of this Action, the Settlement, this Agreement, and any discussions, interactions, or negotiations of the Settlement by the Parties and their counsel.

- 15.26 Compliance with Ethical Obligations. Settlement Class Representatives, Lead Counsel, HCA, and HCA's counsel agree that, throughout the course of the Action, each of them complied with the provisions of Rule 11 of the Federal Rules of Civil Procedure.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed

by their duly authorized counsel:

LEAD COUNSEL ON BEHALF OF THE SETTLEMENT CLASS:

By: _____

J. Gerard Stranch, IV (BPR 23045)
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Co-Lead Counsel for Plaintiffs

DEFENSE COUNSEL, ON BEHALF OF HCA HEALTHCARE, INC.

By: _____

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COUNSEL FOR HCA HEALTHCARE, INC.

By: _____
Kathryn Sasser