

## **Class Action Settlement Agreement**

This Class Action Settlement Agreement is entered into between James Jones, Samantha L. Gordon, Geraldine Sherwood, Margaret Johnson, Stana Shesto, and The Methodist Hospitals, Inc., an Indiana non-profit corporation, to resolve the Lawsuit. This Agreement is entered into under Indiana Trial Rule 23 and is subject to the approval of the Lake Circuit Court for the State of Indiana.

### **Background**

A. James Jones and Samantha L. Gordon filed their Class Action Complaint in the Lake Circuit Court on November 14, 2019. Mr. Jones and Ms. Gordon sought leave to amend their Class Action Complaint to include all Plaintiffs and to allege additional claims on July 23, 2020. The Lake Circuit Court granted that motion to amend, and the First Amended Complaint was ordered filed on July 27, 2020.

B. The Parties engaged in pretrial discovery, including the exchange of information through interrogatories and requests for production of documents, and Plaintiffs took Defendant's deposition under Indiana Trial Rule 30(B)(6). The Parties also engaged in extensive negotiations with the assistance of mediator Bill Baten.

C. Plaintiffs and Class Counsel agree that this Agreement is fair, reasonable, and adequate because it confers benefits on the Settlement Class Members, is in the best interests of the Settlement Class, and fairly resolves the claims asserted in the Lawsuit.

D. Defendant denies any and all allegations of wrongdoing and does not admit or concede any actual or potential fault, wrongdoing, liability, or damage of any kind to Plaintiffs or the Settlement Class in connection with any facts or claims that have been or could have been alleged against it in the Lawsuit. Defendant denies that any Plaintiffs' or Settlement Class Member's information has been misused or attempted to be misused as alleged by Plaintiffs. Defendant has entered into this Agreement and agreed to class action treatment of the claims alleged or potentially asserted solely for the purpose of effecting the compromise and settlement of those claims on a class basis as set forth in the Agreement. Defendant considers it desirable for the Lawsuit to be settled and dismissed because this Agreement will: (i) provide benefits to the Settlement Class Members; (ii) finally put Plaintiffs' claims and the underlying matters to rest; and (iii) avoid the substantial expense, burdens, risks, and uncertainties associated with the Lawsuit.

Accordingly, the Parties agree as follows:

## **Article 1 Definitions.**

1.1 **Agreement.** The term “Agreement” means this Class Action Settlement Agreement.

1.2 **Attorneys’ Fees and Expense Award.** The term “Attorneys’ Fees and Expense Award” means such funds as may be awarded by the Court to Class Counsel to compensate Class Counsel for their fees and expenses in connection with the Lawsuit.

1.3 **Class Counsel.** The term “Class Counsel” means the attorneys appointed by the Court to represent the Settlement Class.

1.4 **Class Notice.** The term “Class Notice” means the notice concerning the proposed Settlement sent to the Settlement Class, as described in Article 4.

1.5 **Court.** The term “Court” means the Lake Circuit Court for the State of Indiana, the court before which the Lawsuit is pending.

1.6 **Defendant.** The term “Defendant” means The Methodist Hospitals, Inc., an Indiana non-profit corporation.

1.7 **Fairness Hearing.** The term “Fairness Hearing” means the hearing held by the Court on any motion(s) for final approval of the proposed Settlement after the entry of the Preliminary Approval Order and after the Notice Date for the purposes of:

- (a) determining whether the Settlement should be approved as fair, reasonable, adequate and in the best interests of the Settlement Class Members;
- (b) entering the Final Order and Judgment and dismissing the Lawsuit with prejudice; and
- (c) ruling on any other matters raised or considered.

1.8 **Fee and Service Award Application.** The term “Fee and Service Award Application” means any application by Class Counsel for a Service Award for Plaintiffs and an Attorneys’ Fees and Expense Award, as set forth in Article 9.

1.9 **Final Approval Date.** The term “Final Approval Date” means the date on which the Court enters its Final Order and Judgment approving this Settlement.

1.10 **Final Order and Judgment.** The term “Final Order and Judgment” means the Court’s order fully and finally approving the Settlement, entering final judgment, and dismissing the Actions with prejudice, as contemplated in Article 8.

1.11 **Lawsuit.** The term “Lawsuit” means the civil action Plaintiffs filed in the Lake Circuit Court for the State of Indiana under the caption *Jones et al. v. The Methodist Hospitals, Inc.*, Case No. 45C01-1911-CT-001201.

1.12 **Notice Date.** The term “Notice Date” means the date on which the Class Notice is mailed.

1.13 **Party.** In this Agreement, Plaintiffs and Defendant are each referred to as a “Party,” and they are referred to collectively as the “Parties.”

1.14 **Parties’ Counsel.** The term “Parties’ Counsel” means, collectively, Class Counsel and Defendant’s Counsel.

1.15 **Plaintiffs.** The term “Plaintiffs” means James Jones, Samantha L. Gordon, Geraldine Sherwood, Margaret Johnson, and Stana Shesto.

1.16 **Preliminary Approval Date.** The term “Preliminary Approval Date” means the date on which the Court enters the order granting preliminary approval of the proposed Settlement and directing that Notice be sent to the Settlement Class, as contemplated in Article 8.

1.17 **Preliminary Approval Order.** The term “Preliminary Approval Order” means the order the Court enters giving preliminary approval to this Agreement and to certification of the Settlement Class and authorizing the Parties to send the Class Notice to Settlement Class Members.

1.18 **Released Claims.** The term “Released Claims” has the meaning set forth in Section 7.1.

1.19 **Releasees.** The term “Releasees” means, individually and collectively, Defendant and Defendant’s past, present, and future parent companies, direct and indirect subsidiaries, affiliates, predecessors, insurers, joint ventures of Defendant, successors and assigns, together with each of Defendant’s past, present, and future officers, directors, shareholders, employees, representatives, insurers, attorneys, and agents, including but not limited to, all of such Releasees’ heirs, administrators, executors, insurers, predecessors, successors and assigns, or any of them, and including any person or entity acting on behalf or at the direction of any of them.

1.20 **Releasers.** The term “Releasers” means Plaintiffs and Settlement Class Members, on behalf of themselves, their heirs, assigns, executors, beneficiaries, administrators, predecessors, and successors, and any other person or entity purporting to claim on their behalf.

1.21 **Service Award.** The term “Service Award” means payment awarded by the Court to compensate Plaintiffs for efforts in the Lawsuit on behalf of the Settlement Class.

1.22 **Settlement.** The term “Settlement” means the settlement set forth in this Agreement.

1.23 **Settlement Administrator.** The term “Settlement Administrator” means the qualified third party settlement administrator described in Article 3.

1.24 **Settlement Class.** The term “Settlement Class” means all Plaintiffs, along with all residents of Indiana who:

- (a) received health services from Defendant;
- (b) had information present in the relevant emails at the time of the Unauthorized Access;
- (c) were offered access to credit monitoring and identity theft protection service for 24 months at no cost; and
- (d) are not affiliates, legal representatives, attorneys, heirs, assigns, officers, directors, or employees of Defendant or any entity in which Defendant has a controlling interest.

1.25 **Settlement Class Members.** The term “Settlement Class Members” means all persons and entities included in the definition of Settlement Class.

1.26 **Settlement Relief.** The term “Settlement Relief” means all relief available to Settlement Class Members under this Agreement.

1.27 **Unauthorized Access.** The term “Unauthorized Access” means the events relating to an email phishing scam on March 13, 2019, and June 12, 2019, affecting two of Defendant’s employees and resulting in a third party having unauthorized access to information located in the employees’ e-mail accounts.

## Article 2 Settlement Relief

In accordance with this Agreement, Defendant shall make available to Settlement Class Members the following Settlement Relief:

2.1 **Cash Payments for Documented Losses.** Defendant shall pay Settlement Class Members for documented, unreimbursed economic losses, including lost time, that are fairly traceable to the Unauthorized Access, subject to the following conditions and limitations:

- (a) The maximum total amount payable to the Settlement Class is Four Hundred Twenty-Five Thousand Dollars (\$425,000.00).
- (b) The maximum amount payable to any Settlement Class Member is Three Thousand Dollars (\$3,000.00) for economic losses and a separate maximum amount of Three Hundred Dollars (\$300.00) for lost time.
- (c) Settlement Class Members must submit claims for reimbursement of documented, unreimbursed economic losses to the Settlement Administrator no later than six (6) months after the Notice Date or be barred from any recovery under this section.
- (d) Defendant shall pay or cause to be paid all claims no later than thirty (30) days after the Final Approval Date.
- (e) Claims may be submitted electronically or in paper format.

2.2 **Credit Monitoring.** Defendant shall provide two (2) years of credit monitoring and identity theft protection through TransUnion Interactive's *myTrueIdentity* service for Settlement Class Members who request the service. Settlement Class Members must request the service through the Settlement Administrator no later than six (6) months after the Notice Date or be barred from any recovery under this Section.

## Article 3 Settlement Administrator

3.1 **Retention of Settlement Administrator.** Defendant shall retain a third-party administrator, of Defendant's choice, to administer the Settlement.

3.2 **Duties of the Settlement Administrator.** The Settlement Administrator shall:

- (a) establish a website with the Class Notice;
- (b) send the Class Notice by email and United States Mail;

- (c) receive requests for exclusion and objections, provide copies of those requests and objections to the Parties' Counsel;
- (d) receive any other written correspondence or communications concerning the Settlement from Settlement Class Members, providing copies of such correspondence to the Parties' Counsel, and sending any responses to such correspondence and communications as directed by Class Counsel; and
- (e) make any additional communications required by this Agreement.

3.3 **Payment of the Settlement Administrator's Fees and Expenses.** Defendant shall pay the reasonable fees and expenses of the Settlement Administrator.

#### **Article 4 Notice to the Settlement Class**

4.1 **Notice.** Subject to the requirements of any orders entered by the Court, and no later than thirty (30) days after the Preliminary Approval Date, Defendant shall cause the Settlement Administrator to send a Class Notice to the Settlement Class as follows:

- (a) by establishing a website that describes the Settlement Relief available to Settlement Class Members and the process Settlement Class Members must follow to obtain Settlement Relief;
- (b) by postcard notice to each Settlement Class Member for whom Defendant or the Administrator can ascertain a mailing address with reasonable efforts; and
- (c) by email notice to each Settlement Class Member for whom Defendant or the Settlement Administrator can ascertain an email address.

4.2 **Contents of Class Notice.** The Class Notice shall conform to the manner and form agreed on by the Parties and approved by the Court. The Class Notice shall:

- (a) contain a short, plain statement of the background of the Lawsuit and the proposed Settlement;
- (b) describe the Settlement Class and inform such persons that, if they do not exclude themselves from the Settlement Class, they may be eligible to receive relief under the proposed Settlement;
- (c) describe the proposed Settlement Relief;
- (d) explain the impact of the proposed Settlement on the Lawsuit;

- (e) describe the effect of the releases included in this Agreement;
- (f) explain that a Settlement Class Member may exclude himself or herself from the Settlement Class by submitting a written exclusion request no later than thirty (30) days after the Notice Date;
- (g) explain that a Settlement Class Member who has not submitted a written request for exclusion may, if he or she desires, object to the proposed Settlement by submitting to the Settlement Administrator, the Court, and Parties' Counsel a written statement of objections postmarked no later than thirty (30) days after the Notice Date;
- (h) explain that a Settlement Class Member who has filed and served a written objection to the proposed Settlement may appear at the Fairness Hearing, either personally or through counsel, if notice of the intention to appear is mailed to the Settlement Administrator, the Court, and Parties' Counsel and postmarked no later than thirty (30) days after the Notice Date;
- (i) explain that any judgment entered in the Lawsuit whether favorable or unfavorable to the Settlement Class, shall include, and be binding on, all Settlement Class Members, even if they have objected to the proposed Settlement and even if they have any other claim, lawsuit, or proceeding pending against Defendant relating to the Unauthorized Access; and
- (j) state that any relief to Class Members is contingent on the Court's final approval of the proposed Settlement.

4.3 **Defendant's Communications with Settlement Class Members.** Defendant may communicate with Settlement Class Member, including in connection with the subject matter of this Agreement, but Defendant shall not discourage any Settlement Class Member from participating in the Settlement or claims process.

4.4 **Class Membership Not Affected by Notice.** The providing of a Class Notice to a person who is not a Settlement Class Member does not render such person a part of the Settlement Class or otherwise entitle such person to any Settlement Relief.

## **Article 5 Requests for Exclusions**

5.1 **Requesting Exclusion.** Any Settlement Class Member who wishes to be excluded from the Settlement Class must submit to the Settlement Administrator a written request for exclusion by email or by U.S. Mail.

5.2 **Deadline for Requesting Exclusion.** Any request for exclusion must be sent by email no later than thirty (30) days from the Notice Date or sent by U.S. Mail and postmarked no later than thirty (30) days from the Notice Date.

5.3 **Records of Requests for Exclusion.** The Settlement Administrator shall maintain a Post Office Box and email address to which exclusion requests are required to be sent, monitor exclusion requests, and provide copies of all Exclusion Requests to the Parties' Counsel. The Parties' Counsel shall file with the Court a list reflecting all valid requests for exclusion at or before the Fairness Hearing.

5.4 **Effect of Not Requesting Exclusion.** Every Settlement Class Member who does not submit a timely written request for exclusion in accordance with this Article shall be bound by all subsequent proceedings, orders, and judgments in this Lawsuit, even if such person has any litigation, arbitration, regulatory complaint, or other legal proceeding pending, or subsequently initiates any litigation, arbitration, regulatory complaint, or other legal proceeding, against the Defendant or Releasees relating to the Unauthorized Access and the claims and transactions released in the Lawsuit pursuant to this Settlement.

## **Article 6 Objections to the Settlement**

6.1 **Procedure for Objecting.** Any Settlement Class Member who has not filed a timely written request for exclusion and wishes to object to the fairness, reasonableness, or adequacy of this Agreement or the proposed Settlement must submit to the Court, the Settlement Administrator, and Parties' Counsel a statement of objection, postmarked no later than thirty (30) days after the Notice Date. A Settlement Class Member who does not submit a timely objection in accordance with this Agreement and the Class Notice, and as otherwise ordered by the Court, shall not be treated as having filed a valid objection to the Settlement. The Class Notice shall inform the Class of this requirement.

6.2 **Contents of Objection.** Each statement of objection must:

- (a) set forth the Settlement Class Member's full name, current address, telephone number;
- (b) state that the Settlement Class Member objects to the Settlement, in whole or in part;
- (c) set forth a statement of the legal and factual basis for the objection; and
- (d) be accompanied by copies of any and all documents that the objecting Settlement Class Member has and will submit in support of his or her position.

6.3 **Handling of Objections.** The Settlement Administrator shall immediately provide complete copies of any objections it receives to the Parties' Counsel. The Parties' Counsel shall file with the Court, before the Fairness Hearing, all timely objections, so that the Court may appropriately consider them.

6.4 **Presenting Objections.** Any Settlement Class Member who timely files and serves a written objection may appear at the Fairness Hearing, either in person or through a personal attorney hired at the Settlement Class Member's expense, to object to the fairness, reasonableness, or adequacy of this Agreement or the proposed Settlement. Settlement Class Members or their attorneys who intend to make an appearance at the Fairness Hearing must file with the Court a notice of intention to appear no later than fourteen (14) days before the date of the Fairness Hearing and serve that notice on the Parties' Counsel. A Settlement Class Member who appears at the Fairness Hearing will be permitted to argue only those matters that were set forth in a written objection filed by such Settlement Class Member in accordance with Section 6.2. No Settlement Class Member may raise matters at the Fairness Hearing that the Settlement Class Member could have raised in such a written objection, but failed to do so, and all objections to the Settlement that are not set forth in such a written objection are waived. Any Settlement Class Member who fails to comply with the applicable provisions of this Agreement and the Class Notice, and as otherwise ordered by the Court, shall be barred from appearing at the Fairness Hearing.

6.5 **Responses to Objections.** The Parties may serve and file responses to written objections any time before the Fairness Hearing, or as otherwise directed by the Court.

## Article 7 Release

7.1 **Released Claims.** In consideration of the covenants set forth in this Agreement, the Releasers hereby expressly release and discharge the Releasees from and against any and all claims, causes of action, debts, liabilities, damages, restitution, equitable, legal, and administrative relief, known and unknown, at law or in equity, whether brought directly or indirectly, including any further claim to recovery or relief as a result of actions by any state or federal government agencies, arising out of or relating to any and all matters concerning the Unauthorized Access and any and all matters concerning or relating to this Settlement (including, without limitation, the award and/or implementation of any Settlement Relief), except matters concerning or relating to the enforcement of the Settlement provisions (collectively the "**Released Claims**"). It is the intention of Plaintiffs, on behalf of themselves and the Settlement Class Members, in executing this Release, to fully, finally, and forever settle and release all Released Claims. It is not the intention of Plaintiffs, on behalf of themselves and the Settlement Class Members, in executing this Release, to release any claims that do not concern the Unauthorized Access, especially any medical malpractice claims or other claims concerning any

medical treatment services received from Releasees that do not concern the Unauthorized Access.

7.2 **Covenant Not to Sue.** Releasors hereby expressly further agree that they shall not now or hereafter institute, maintain, assert, join, or participate in, either directly or indirectly, on their own behalf, on behalf of a class, or on behalf of any other person or entity, any action or proceeding of any kind against the Releasees asserting Released Claims.

7.3 **Additional Information Does Not Affect Release.** In connection with this Release, Releasors acknowledge that they are aware that they may hereafter discover claims or damages presently unknown or unsuspected, or facts in addition to or different from those which they now know or believe to be true, with respect to the Released Claims. Nevertheless, Releasors understand and agree that this Release is, and is intended to be, a broad release of the Releasees with respect to the Released Claims, and Settlement Class Members agree that this Release fully, finally, and forever shall settle and release all claims and causes of action whatsoever, known or unknown, and which now exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Released Claims.

## **Article 8 Approval and Order of Dismissal**

8.1 **Request for Approval.** The Parties shall jointly move the Court to give preliminary approval of this Agreement, to certify the Settlement Class, and to issue Notice to the Settlement Class in accordance with the terms of this Agreement.

8.2 **Final Order and Judgment.** At the Fairness Hearing, the Parties shall ask the Court to approve the Settlement and to enter a Final Order and Judgment in a form agreed to by the Parties.

8.3 **Contents of Final Order and Judgment.** The Final Order and Judgment proposed by the Parties shall, among other things:

- (a) approve the Agreement as fair, reasonable, and adequate;
- (b) confirm certification of the Settlement Class; and
- (c) dismiss the Lawsuit with prejudice, with jurisdiction retained to enforce the terms of this Agreement.

## **Article 9 Attorneys' Fees, Costs, and Expenses, and Service Awards**

9.1 The Parties were unable to agree upon the amount of Attorneys' Fees, Costs and Expenses to be awarded to Plaintiffs. To resolve the dispute over the amount, Class Counsel shall file a Fee Application seeking an Attorneys' Fees and Expense Award and a Service Award to Plaintiffs, all of which shall, in an amount approved by the Court, be paid to Class Counsel by Defendant in addition to all other amounts required to be paid by Defendant under this agreement. Any Service Award paid to Plaintiffs will reduce the total amount payable to the Settlement Class of Four Hundred Twenty-Five Thousand Dollars (\$425,000.00) as described in Section 2.1(a). Neither Class Counsel's application for, nor any individual's entitlement to, a Service Award shall be conditioned in any way upon such individual's support for this Agreement.

9.2 Class Counsel must file the Fee Application, , at least thirty (30) days prior to the Objection Deadline.

9.3 Within forty-five (45)) days after entry of the Final Approval Order, Defendant will pay the Attorneys' Fees and Expense Award and Service Award approved by the Court.

## **Article 10 Termination**

10.1 **Termination for Lack of Approval.** This Agreement shall terminate at the sole option and discretion of Defendant or Plaintiffs if:

- (a) the Court or any appellate court with jurisdiction over any appeal taken from the Court, rejects, modifies, or denies approval of any portion of this Agreement or the proposed Settlement that is material, including but not limited to, the terms of Settlement Relief, the findings or conclusions of the Court, the provisions relating to notice, the definition of the Settlement Class or Settlement Class Members, and/or the terms of the Release; or
- (b) the Court, or any appellate courts with jurisdiction over any appeal taken from the Court, does not enter or completely affirm, or modifies, alters, narrows or expands, any portion of the Final Order and Judgment, or any of the Court's findings of fact or conclusions of law, that are material.

The terminating party must exercise the option to withdraw from and terminate this Agreement, as provided in Section 9.1, in writing no later than fourteen (14) days after receiving notice of the event prompting the termination.

10.2 **Termination for Excessive Exclusions.** Notwithstanding anything in this Agreement, if the total number of persons in the Settlement Class who submit requests for exclusion from the Settlement Class, or on whose behalf requests for such exclusion are submitted, equals or exceeds seven percent (7%) of the Settlement Class Members, Defendant may, in its sole and absolute discretion, withdraw from the Settlement and terminate this Agreement in writing no later than thirty (30) days from the close of the exclusion period or as otherwise agreed by the Parties.

10.3 **Effect of Termination.** If this Agreement is terminated pursuant to Article 10, then:

- (a) this Agreement shall be null and void and shall have no force or effect, and no party to this Agreement shall be bound by any of its terms, except for the terms of this Section 9.3;
- (b) the Court shall decertify the Settlement Class, without prejudice to Plaintiffs' ability later to move for class certification;
- (c) all provisions of this Agreement, and all negotiations, statements, and proceedings relating to this Agreement, shall be without prejudice to the rights of Defendant, Plaintiffs, or any Settlement Class Member, all of whom shall be restored to their respective positions existing immediately before the execution of this Agreement;
- (d) Releasees, including Defendant, expressly and affirmatively reserve all defenses, arguments, and motions as to all claims that have been or might later be asserted in the Lawsuit, including but not limited to, any applicable statutes of limitation and the argument that the Lawsuit may not be litigated as a class action;
- (e) Plaintiffs, on behalf of themselves and their heirs, assigns, executors, administrators, beneficiaries, and successors, expressly and affirmatively reserve and do not waive all motions as to, and arguments in support of, all claims, causes of actions, or remedies that have been or might later be asserted in the Lawsuit, including but not limited to, any argument concerning class certification, equitable tolling, and statutes of limitations; and
- (f) this Agreement, the fact of its having been made, the negotiations leading to it, and/or any action taken by a Party or Settlement Class Member pursuant to this Agreement, shall not be admissible or entered into evidence for any purpose whatsoever in any other legal proceeding besides this Lawsuit.

## Article 11 General Provisions

11.1 **Notices.** Whenever this Agreement requires or contemplates that one Party shall or may give notice to any other Party, notice shall be provided by email and next-day (excluding Saturday and Sunday) express delivery service as follows:

(a) To Plaintiffs:

Lynn A. Toops  
One Indiana Square, Suite 1400  
Indianapolis, IN 46204  
Telephone: (317) 636-6481  
Fax: (317) 636-2593  
ltoops@cohenandmalad.com

Gerard Stranch, IV  
BRANSTETTER, STRANCH  
& JENNINGS, PLLC  
223 Rosa Parks Avenue, Suite 200  
Nashville, Tennessee 37203  
gerards@bsjfirm.com

(b) To Defendant:

Darren A. Craig  
Bryan S. Strawbridge  
Frost Brown Todd LLC  
201 North Illinois Street, Suite 1900  
Indianapolis, IN 46204  
dcraig@fbtlaw.com  
bstrawbridge@fbtlaw.com

11.2 **Reliance on Own Counsel.** The Parties acknowledge that they have had the opportunity to review this Agreement with counsel of their choice and that no Party is relying upon the other Party to ensure the fairness or reasonableness of this Agreement.

11.3 **Tax Consequences.** The Parties understand and acknowledge that no Party has warranted or represented any tax consequences of this Agreement and each Party agrees that it is relying on its own legal or tax advisors and not on the other Party with respect to any tax aspects of this Agreement. Any tax or costs, impositions, attorneys' fees, penalties, or interest incurred by or assessed to any Party is that Party's sole responsibility.

11.4 **No Oral Amendment or Waiver.** The Parties shall not amend or modify this Agreement except in a written agreement signed by all Parties and approved by the Court. No Party may waive any provision of this Agreement except in a writing signed by the Party who makes the waiver. Any attempt orally to amend, modify, or waive this Agreement, or any portion of this Agreement, is void.

11.5 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties as to the subject matter hereof, and no covenants, representations, or warranties have been made or are being relied upon by any Party except as expressly set forth in this Agreement. Any prior negotiations, discussions, or agreements are merged into this Agreement, shall not operate to alter, modify, impair, or affect this Agreement or the interpretation of this Agreement, and are inadmissible as evidence in any legal proceedings. This Agreement supersedes any prior agreements, written or oral, respecting the subject matter of this Agreement.

11.6 **Counterparts.** The Parties may execute this Agreement in counterparts, each of which when executed and delivered to the other Party will be deemed a completely executed original. All executed and delivered originals taken together will constitute a single agreement as if all Parties had executed the same document. Signatures received by facsimile or email are deemed original signatures

11.7 **Interpretation.** This Agreement has been fully negotiated by the Parties and any ambiguities will not be strictly construed for or against any Party. The headings within this Agreement are purely for convenience and are not to be used as an aid in interpretation

11.8 **Authority to Execute Agreement.** By signing below, each Party represents and warrants that he, she, or it is the lawful owner of any claims that are being released and that none of those claims has been assigned to any other person. Each Party also represents and warrants that the person signing this Agreement on its behalf has authority to bind that Party and that the Party's execution of this Agreement is not in violation of any bylaw, covenant, or other restrictions placed upon that Party

11.9 **Governing Law.** Indiana law governs this Agreement and all matters arising under or relating to this Agreement

11.10 **Choice of Forum.** The Parties shall file any action to enforce the terms of this Agreement only in the Lake Circuit Court for the State of Indiana, and all Parties consent to the Court's exercising personal jurisdiction over them to resolve any dispute arising out of or relating to this Agreement.

[Remainder of this page intentionally left blank.]

To evidence the parties' agreement to this Agreement, they have executed and delivered it as of the dates set forth below.

Date: \_\_\_\_\_  
James Jones

Date: \_\_\_\_\_  
Samantha L. Gordon

Date: \_\_\_\_\_  
Geraldine Sherwood

Date: \_\_\_\_\_  
Margaret Johnson

Date: \_\_\_\_\_  
Stana Shesto

Date: 1/6/2022  
THE METHODIST HOSPITALS INC.  
By:   
5235E325AD1044F...  
Matthew Doyle, Chief Executive Officer