

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is entered into this ___ day of 5/26/2022 _____, 2022, by and between Plaintiffs Marc Browne and Terri Adley, individually and as representatives of the “Settlement Class” (as defined herein), on the one hand, and Ciox Health, LLC, on the other hand. This Agreement, together with its Exhibits, is intended by the parties to fully, finally, and forever settle and compromise this Action, as defined herein, and to settle, resolve and discharge the Released Claims, as defined herein, according to the terms and conditions of this Settlement Agreement. This Agreement includes the attached exhibits, which are incorporated by reference as though fully set forth herein:

Exhibit A – List of the Texas Hospitals and Texas Clinics for which Ciox provided release of information services in Texas during the Class Period.

Exhibit B – Proposed Notice of Pendency of Class Action and Proposed Settlement.

Exhibit C – Proposed Postcard Notice.

Exhibit D – Proposed Proof of Claim or Claim Form.

Exhibit E – Proposed Order Directing Sending of Notice to the Class.

In consideration of, and subject to, the promises, covenants, terms, and conditions contained in this Settlement Agreement, the Parties hereby agree, subject to Court approval and pursuant to all applicable rules, as follows:

I. Definitions.

A. As used in this Agreement, capitalized terms have the meanings specified below:

1. “Action” means and refers to the matter entitled *Marc Browne and Terri Adley, individually and on behalf of all others similarly situated v. Ciox Health, LLC*, Case No. 4:19-cv-00667, pending in the United States District Court for the Eastern District of Texas, Sherman Division.

2. “Administration Costs” means the reasonable fees and expenses incurred by the Claims Administrator appointed by the Parties to perform tasks related to the notice and administration of the

Settlement and to secure performance as set forth in this Settlement Agreement.

3. “Agreement” or “Settlement Agreement” means, this Settlement Agreement and Release, containing all terms, conditions, and Exhibits, which constitutes the entire agreement between the Parties.

4. “Ciox” or “Defendant” means Ciox Health, LLC and each and all of its respective parent companies, affiliates, subsidiaries, agents, successors, previously named companies, predecessors-in-interest, officers, directors, employees, attorneys, and shareholders.

5. “Ciox eDelivery Portal” means the secure, web-based requestor portal provided by Ciox that provides an online environment where requestors can track, view, download, print, delete, pay for, and verify the status of their medical records request.

6. “Claim Period” means the period of time in which a Class Member may submit a Valid Claim to be eligible to receive a payment as part of the settlement. The last day of the Claim Period will be no later than one hundred and twenty (120) calendar days from the entry of the Order Directing Sending of Notice to the Class.

7. “Claims Administrator” means American Legal Claim Services LLC, approved by the Parties and retained by Ciox to manage and administer the process by which the members of the Settlement Class are notified and paid pursuant to this Agreement.

8. “Claimant(s)” means any Class Member who timely and properly submits a completed Proof of Claim in such manner and within such time as provided herein and in the Class Notice and Proof of Claim.

9. “Class Counsel” means (i) Roger L. Mandel and the law firm of Jeeves Mandel Law Group, P.C., 2833 Crockett St, Suite 135, Fort Worth, Texas 76107, (ii) Scott R. Jeeves and Kyle Woodford and the law firm of The Jeeves Law Group, P.A., 2132 Central Avenue, St. Petersburg, FL 33712, and/or (iii) Craig R. Rothburd and the law firm of Craig R. Rothburd, P.A., 320 W. Kennedy Boulevard, Suite 700, Tampa, FL 33606.

10. “Class List” means the list of Persons identified in Ciox’s computer records as having made requests for copies of medical records from the Texas Hospitals and Texas Clinics during the Class Period that may be Qualifying Requests under the settlement. Such list will be provided to Class Counsel and the Claims Administrator.

11. “Class Member” means a Person who qualifies as a member of the Settlement Class and who does not timely and properly opt out of the Settlement Class.

12. “Class Notice” means the written “Notice of Pendency of Class Action and Proposed Settlement,” the Parties’ proposed form of which is attached hereto as Exhibit B and the Postcard Notice, the Parties’ proposed form of which is attached hereto as Exhibit C.

13. “Class Period” means the period beginning on September 13, 2015, up to and including the date of entry of the Order Directing Sending of Notice to the Class.

14. “Clinic Electronic Rate” means the total of the following fees charged in connection with a Qualifying Clinic Request, as set in accordance with the Texas Administrative Code, 22 TAC §165.2: (i) retrieval, basic, per-page or other processing fee(s) of \$25.00 for a records copy set of 500 pages or less or retrieval, basic, per-page or other processing fee(s) of \$50.00 for a records copy set of more than 500 pages, (ii) shipping, electronic archive, electronic delivery or other fee(s) associated with the cost of mailing, shipping or otherwise delivering the requested copies of records, (iii) \$15.00 certification, notary or other fee(s) associated with the execution of an affidavit or certification relating to the requested copies of records, if requested, and (iv) any sales tax.

15. “Complaint” means the Plaintiffs’ Original Class Action Complaint filed in this Action on September 13, 2019.

16. “Court” means the United States District Court for the Eastern District of Texas, Sherman Division.

17. “Defense Counsel” means Tricia Macaluso and the law firm of Bryan Cave Leighton Paisner LLP, 2200 Ross Avenue, Suite 3300, Dallas, Texas 75201.

18. “Disputed Fee Amount” means the total dollar amount paid more than the total applicable Electronic Rate in connection with a Qualifying Request.

19. “Effective Date” means the date ten (10) calendar days after each and all of the following conditions have occurred: (a) this Agreement has been signed by the undersigned parties; (b) an order has been entered by the Court finding it will likely be able to certify the Settlement Class and approve the settlement set forth in this Agreement and approving the Class Notice and Proof of Claim; (c) the Court-approved Class Notice has been duly provided as ordered by the Court; (d) Defendant has not elected to withdraw from or terminate the settlement in accordance with the terms of this Agreement; (e) the Court has entered its Final Approval Order and Judgment and appeal rights have expired or been exhausted; (f) the Court has entered a final order and judgment with respect to any attorneys’ fees and expenses to be awarded to Class Counsel and appeal rights have expired or been exhausted; and (g) all appeal rights have been expired or been exhausted.

20. “Electronic Rate” means the Clinic Electronic Rate and Hospital Electronic Rate, as defined herein.

21. “Final Approval” means that the Settlement Class has been certified and this Agreement has been approved by the Court and a Final Approval Order and Judgment has been entered in accordance with this Agreement.

22. “Final Approval Hearing” means the hearing at or after which the Court will make a final decision as to whether to certify the Class and approve the settlement set forth in this Agreement as fair, reasonable, and adequate.

23. “Final Approval Order and Judgment” means the order and judgment to be entered by the Court after the Final Approval Hearing granting certification of the Settlement Class and finally approving the settlement as set forth in this Agreement.

24. “Hospital Electronic Rate” means the total of the following fees charged in connection with a Qualifying Hospital Request, as set in accordance with Texas Health and Safety Code § 241.154(e)

and effective during the stated time periods as follows:

- a. Effective between September 1, 2014 and August 31, 2015, the total of the following fees: (i) retrieval, basic, per-page or other processing fee(s) of \$83.12, (ii) shipping, electronic archive, electronic delivery or other fee(s) associated with the cost of mailing, shipping or otherwise delivering the requested copies of records, (iii) certification, notary or other fee(s) associated with the execution of an affidavit or certification relating to the requested copies of records, if requested, (iv) a \$10.00 fee associated with the preparation of written responses to a written set of questions, if requested, and (v) any sales tax.
- b. Effective between September 1, 2015 and August 31, 2016, the total of the following fees: (i) retrieval, basic, per-page or other processing fee(s) of \$82.87, (ii) shipping, electronic archive, electronic delivery or other fee(s) associated with the cost of mailing, shipping or otherwise delivering the requested copies of records, (iii) certification, notary or other fee(s) associated with the execution of an affidavit or certification relating to the requested copies of records, if requested, (iv) a \$10.00 fee associated with the preparation of written responses to a written set of questions, if requested, and (v) any sales tax.
- c. Effective between September 1, 2016 and August 31, 2017, the total of the following fees: (i) retrieval, basic, per-page or other processing fee(s) of \$82.95, (ii) shipping, electronic archive, electronic delivery or other fee(s) associated with the cost of mailing, shipping or otherwise delivering the requested copies of records, (iii) certification, notary or other fee(s) associated with the execution of an affidavit or certification relating to the requested copies of records, if requested, (iv) a \$10.00 fee associated with the preparation of written responses to a written set of questions, if requested, and (v) any sales tax.

- d. Effective between September 1, 2017 and August 31, 2018, the total of the following fees: (i) retrieval, basic, per-page or other processing fee(s) of \$84.44, (ii) shipping, electronic archive, electronic delivery or other fee(s) associated with the cost of mailing, shipping or otherwise delivering the requested copies of records, (iii) certification, notary or other fee(s) associated with the execution of an affidavit or certification relating to the requested copies of records, if requested, (iv) a \$10.00 fee associated with the preparation of written responses to a written set of questions, and if requested, (v) any sales tax.
- e. Effective between September 1, 2018 and August 31, 2019, the total of the following fees: (i) retrieval, basic, per-page or other processing fee(s) of \$87.14, (ii) shipping, electronic archive, electronic delivery or other fee(s) associated with the cost of mailing, shipping or otherwise delivering the requested copies of records, (iii) certification, notary or other fee(s) associated with the execution of an affidavit or certification relating to the requested copies of records, if requested, (iv) a \$10.00 fee associated with the preparation of written responses to a written set of questions, and if requested, (v) any sales tax.
- f. Effective between September 1, 2019 and August 31, 2020, the total of the following fees: (i) retrieval, basic, per-page or other processing fee(s) of \$88.36, (ii) shipping, electronic archive, electronic delivery or other fee(s) associated with the cost of mailing, shipping or otherwise delivering the requested copies of records, (iii) certification, notary or other fee(s) associated with the execution of an affidavit or certification relating to the requested copies of records, if requested, (iv) a \$10.00 fee associated with the preparation of written responses to a written set of questions, if requested, and (v) any sales tax.
- g. Effective between September 1, 2020 and August 31, 2021, the total of the following

fees: (i) retrieval, basic, per-page or other processing fee(s) of \$89.24, (ii) shipping, electronic archive, electronic delivery or other fee(s) associated with the cost of mailing, shipping or otherwise delivering the requested copies of records, (iii) certification, notary or other fee(s) associated with the execution of an affidavit or certification relating to the requested copies of records, if requested, (iv) a \$10.00 fee associated with the preparation of written responses to a written set of questions, if requested, and (v) any sales tax.

- h. Effective between September 1, 2021 and August 31, 2022, the total of the following fees: (i) retrieval, basic, per-page or other processing fee(s) of \$94.42, (ii) shipping, electronic archive, electronic delivery or other fee(s) associated with the cost of mailing, shipping or otherwise delivering the requested copies of records, (iii) certification, notary or other fee(s) associated with the execution of an affidavit or certification relating to the requested copies of records, if requested, (iv) a \$10.00 fee associated with the preparation of written responses to a written set of questions, if requested, and (v) any sales tax.

25. “Judgment” means the Final Approval Order and Judgment to be entered by the Court after the Final Approval Hearing granting certification of the Settlement Class and approving the settlement as set forth in this Agreement. The Judgment shall be deemed “Final”: (a) thirty (30) calendar days after the Final Approval Order and Judgment is entered if no document is filed within that time seeking appeal, review, rehearing, reconsideration, or any other action regarding the Final Approval Order and Judgment; or (b) if any such document is filed, then ten (10) calendar days after the date upon which all appellate and/or other proceedings resulting from the document have been finally terminated in such a manner as to permit no further judicial action.

26. “Order Directing Sending of Notice to the Class” means the order, substantially in the form of the Proposed Order Directing Sending of Notice to the Class attached hereto as Exhibit E, finding the

Court will likely be able to certify the Settlement Class and approve the settlement set forth in this Agreement, approving Class Notice to the Class Members as described herein, and setting a hearing to consider final approval of the settlement, the award of attorneys' fees and expenses to Class Counsel, and any objections thereto.

27. "Parties" (or individually, "Party") means, collectively, Plaintiffs and Ciox, as defined herein.

28. "Person" means any individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, affiliates, attorneys, predecessors, successors, representatives, and/or assignees.

29. "Plaintiffs" or "Class Representatives" means Plaintiffs Marc Browne and Terri Adley.

30. "Proof of Claim" or "Claim Form" means a claim form in substantially the form attached hereto as Exhibit D to be used by the Claimants to make a claim under the Settlement, which form is to be approved by the Court and to be posted on the Settlement Webpage as well as made available upon request by the Claims Administrator.

31. "Qualifying Clinic Request" means either a Type A Request or a Type B Request by a Person for copies of medical records from a Texas Clinic during the Class Period as follows:

- a. Type A Request means: a request by a Person for copies of medical records from a Texas Clinic during the Class Period for which the requestor (i) specifically requested, in the applicable request letter, that the copies of medical records be delivered in electronic format, (ii) was charged more than the applicable Electronic Rate, (iii) subsequently paid Ciox more than the applicable Electronic Rate, and (iv) was not reimbursed by Ciox for the Disputed Fee Amount.
- b. Type B Request means: a request by a Person for copies of medical records from a Texas

Clinic during the Class Period for which the requestor (i) did not request, in the applicable request letter, that the copies of medical records be delivered in electronic format, but the requestor otherwise received electronic copies of the medical records via the Ciox eDelivery Portal pursuant to its registration for the same, (ii) was charged more than the applicable Electronic Rate, (iii) subsequently paid Ciox more than the applicable Electronic Rate, and (iv) was not reimbursed by Ciox for the Disputed Fee Amount.

32. “Qualifying Hospital Request” means either a Type A Request or a Type B Request by a Person for copies of medical records from a Texas Hospital during the Class Period as follows:

- a. Type A Request means: a request by a Person for copies of medical records from a Texas Hospital during the Class Period for which the requestor (i) specifically requested, in the applicable request letter, that the copies of medical records be delivered in electronic format, (ii) was charged more than the applicable Electronic Rate, (iii) subsequently paid Ciox more than the applicable Electronic Rate, and (iv) was not reimbursed by Ciox for the Disputed Fee Amount.
- b. Type B Request means: a request by a Person for copies of medical records from a Texas Hospital during the Class Period for which the requestor (i) did not request, in the applicable request letter, that the copies of medical records be delivered in electronic format, but the requestor otherwise received electronic copies of the medical records via the Ciox eDelivery Portal pursuant to its registration for the same, (ii) was charged more than the applicable Electronic Rate, (iii) subsequently paid Ciox more than the applicable Electronic Rate, and (iv) was not reimbursed by Ciox for the Disputed Fee Amount.

33. “Qualifying Request” means a Qualifying Clinic Request and/or Qualifying Hospital Request, as defined herein.

34. “Released Claims” means and includes any and all rights, duties, obligations, claims, actions, causes of action, or liabilities, whether arising under local, state, or federal law, whether by

Constitution, statute, contract, common law, or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, and including, but not limited to, breach of contract, unjust enrichment, money had and received, negligence, negligence *per se*, specific performance, promissory estoppel, unfair trade practice, and violation of state or federal consumer protection statutes as of the Effective Date of this Agreement, that directly relate to or arise out of: (a) any and all acts, omissions, facts, transactions, occurrences, claims, demands, actions, causes of action, rights, or liabilities alleged, asserted, or referred to in the Action; and/or (b) any alleged failure to comply with the Texas Deceptive Trade Practices Act (Tex. Bus. & Comm. Code Section 17.41, et seq.), including, but not limited to, all such claims for general, special, treble, and punitive damages, as well as any and all such claims for penalties, attorneys' fees, and costs of suit. For purposes of the settlement and with reference to Plaintiffs, "Released Claims" further specifically extends to and includes any and all claims, actions, causes of action, or liabilities, whether arising under local, state, or federal law, whether by Constitution, statute, contract, common law, or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, that directly relate to or arise from the service of providing copies of requested medical records and associated fees. Additionally, "Released Claims" further specifically extends to and includes any and all claims, actions, causes of action, or liabilities, whether arising under local, state, or federal law, whether by Constitution, statute, contract, common law, or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, that directly relate to or arise from the charges for copies of medical records from the Texas Hospitals or Texas Clinics.

35. "Released Parties" means and includes: Ciox, the Texas Clinics, and the Texas Hospitals, and each and all of their respective parent companies, management companies, affiliates, subsidiaries, partners, holding companies, agents, successors, predecessors-in-interest, officers, directors, employees, attorneys and shareholders.

36. “Settlement Class” means all Persons with Qualifying Requests who fall within Settlement Subclass A and Settlement Subclass B, as defined herein. Excluded from the Settlement Class are (i) Ciox, any predecessor, subsidiary, sister and/or merged companies, and all of the present or past directors and officers of Ciox, (ii) any and all Persons that paid for the requested copies of medical records pursuant to a specific pricing agreement or rate different from the applicable Electronic Rate, and (iii) the Judge signing the Final Approval Order and Judgment, any judge or justice considering the Action on appeal or remand (if applicable), and the current spouses and all other persons within the third degree of consanguinity to such judges/justices.

37. “Settlement Subclass A” means all Persons who, on one or more occasions during the Class Period, (i) sought copies of medical records from a Texas Clinic(s) or Texas Hospital(s), or had the copies of medical records requested by some other Person pursuant to their authorization, (ii) specifically requested, in the applicable request letter, that the copies of medical records be delivered in electronic format, (iii) were charged more than the applicable Electronic Rate, (iv) subsequently paid Ciox more than the applicable Electronic Rate, and (v) were not reimbursed by Ciox for the Disputed Fee Amount.

38. “Settlement Subclass B” means all Persons who, on one or more occasions during the Class Period, (i) sought copies of medical records from a Texas Clinic(s) or Texas Hospital(s), or had the copies of medical records requested by some other Person pursuant to their authorization, (ii) did not request, in the applicable request letter, that the copies of medical records be delivered in electronic format, but otherwise received electronic copies of the medical records via the Ciox eDelivery Portal pursuant to their registration for the same, (iii) were charged more than the applicable Electronic Rate, (iv) subsequently paid Ciox more than the applicable Electronic Rate, and (v) were not reimbursed by Ciox for the Disputed Fee Amount.

39. “Settlement Webpage” means the internet webpage, which will be established by the Claims Administrator, and will contain information about the Action, this Settlement, and will make available the Class Notice and the Proof of Claim for copying and for online completion, execution, and

submission. The Settlement Webpage shall inform Persons who received the Class Notice of how they may obtain from the Claims Administrator additional information to assist in identifying their potentially Qualifying Requests (including but not limited to invoice number(s), invoices date(s) patient name(s), names of the Texas Hospital or Texas Clinic, and amount(s) paid). The Settlement Webpage will be separate and distinct from, and not linked to, any websites belonging to Defendant.

40. “Texas Clinics” means the health care facilities and/or physicians, as defined under Chapter 160, Part 9, Title 22 of the Texas Administrative Code, 22 TAC 160.1 *et seq.*, for which Ciox contracted and provided release of information services in Texas during the Class Period, identified in the list attached hereto as Exhibit A, and each and all of their respective parent companies, affiliates, subsidiaries, agents, successors, predecessors-in-interest, officers, directors, employees, attorneys, and shareholders.

41. “Texas Hospitals” means the health care facilities and/or hospitals, as defined under Chapter 241, Subtitle B, Title 4 of the Health and Safety Code, V.T.C.A., Health & Safety Code §241.001 *et seq.*, for which Ciox contracted and provided release of information services in Texas during the Class Period, identified in the list attached hereto as Exhibit A, and each and all of their respective parent companies, affiliates, subsidiaries, agents, successors, predecessors-in-interest, officers, directors, employees, attorneys, and shareholders.

42. “Valid Claim” means a Proof of Claim that is: (a) fully and truthfully completed, with all of the information in the Proof of Claim identified as “required”; (b) postmarked or electronically submitted on or before the date set forth in the Proof of Claim and/or Class Notice; and, if mailed, (c) sent to the address specified in the Proof of Claim and Settlement Webpage. The Claims Administrator may require reasonable additional information from the Claimant to validate the claim. To have a Valid Claim, the Class Member must not have already been fully paid or fully reimbursed by Ciox, the Texas Hospitals, or the Texas Clinics for the Disputed Fee Amount.

II. Recitals.

The following recitals are material terms of this Agreement. This Agreement is made with reference to and in contemplation of the following facts and circumstances:

A. Plaintiffs filed that certain Complaint on September 13, 2019.

B. Plaintiffs in this Action have asserted claims against Ciox for breach of contract, and alternatively, money had and received.

C. Plaintiffs in the Action have asserted claims individually and purportedly on behalf of a putative class and seek various categories of damages on behalf of themselves and the putative class.

D. Ciox vigorously denies all claims asserted against it in the Action, denies all allegations of wrongdoing and liability, and denies all material allegations contained in the Complaint. Ciox also asserts numerous defenses as to liability and damages, and disputes that Plaintiffs could certify a sustainable class, were it not for this settlement.

E. By Order dated September 16, 2020, the Court administratively closed this Action to allow the Parties an opportunity to discuss the possibility of settlement without incurring additional costs in discovery or in complying with the applicable case deadlines.

F. The Parties have engaged in informal and formal discovery regarding the claims asserted. Class Counsel have considered that, if the claims asserted in these actions are not settled now by voluntary agreement among the Parties, future proceedings (including appeals) would be protracted and expensive, involve highly complex legal and factual issues relating to, among other things, class certification, liability, and damages, and would involve substantial uncertainties, delays, and other risks inherent in litigation. Considering these and other factors and considerations, Class Counsel have concluded that it is desirable and in the best interests of Plaintiffs and the Settlement Class to settle the claims asserted in the Action at this time.

G. Class Counsel have concluded that the Settlement embodied in this Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class.

H. Ciox has also considered the risks and potential costs of continued litigation, on the one hand, and the benefits of the proposed Settlement, on the other hand, and desires to settle upon the terms and conditions set forth in this Settlement Agreement.

I. Ciox has agreed not to oppose certification of the Settlement Class as set forth herein, but only for the sole and exclusive purpose of compromising and settling the claims of the Plaintiffs and the Settlement Class on a class-wide basis, and not for any other purpose whatsoever, as set forth more fully herein.

J. This Settlement Agreement was reached as a result of extensive, arms-length negotiations between Class Counsel and counsel for Defendant.

K. The Parties understand, acknowledge, and agree, subject to the approval of the Court, that the execution of this Agreement constitutes the full and final settlement and compromise of disputed claims. This Agreement is inadmissible as evidence against the Parties except to enforce the terms of the settlement and is not an admission of any wrongdoing or liability on the part of any of the Parties. It is the Parties' desire and intention to affect a full, complete, and final settlement and resolution of all existing disputes and claims in this Action as set forth herein.

L. The Parties understand, acknowledge and agree that for each Qualifying Request for copies of medical records that was made by a Person or the Person's authorized requestor and is resolved by this settlement, there exist two potential Claimants: (i) the non-patient requestor(s) who sought copies of medical records relating to a patient's treatment at a Texas Clinic(s) and/or Texas Hospital(s) during the Class Period and paid more than the applicable Electronic Rate, or alternatively, (ii) the Person who reimbursed the non-patient requestor for advancing said amount and paid more than the applicable Electronic Rate. But there can be only one Claimant for each Qualifying Request. Accordingly, the Parties devised a methodology for determining the proper party that is part of the claims process that is outlined below.

III. Stay of Action and Motion for Order Directing Sending of Notice to the Class.

A. Stay of Action. Upon the signing of this Settlement Agreement by all Parties, the Parties agree to stay all pending deadlines and proceedings in the Action upon its reopening from administrative closure, except those proceedings necessary to carry out or enforce the terms and conditions of this Settlement Agreement. The agreed stay of the Action shall be lifted automatically if this Agreement is terminated.

B. Proposed Certification of Settlement Class. Solely for the purposes of settlement, providing Class Notice, and implementing this Agreement, the Parties agree that the Court should certify the following Settlement Class:

Settlement Subclass A: All Persons who, on one or more occasions during the Class Period, (i) sought copies of medical records from a Texas Clinic(s) or Texas Hospital(s), or had the copies of medical records requested by some other Person pursuant to their authorization, (ii) specifically requested, in the applicable request letter, that the copies of medical records be delivered in electronic format, (iii) were charged more than the applicable Electronic Rate, (iv) subsequently paid Ciox more than the applicable Electronic Rate, and (v) were not reimbursed by Ciox for the Disputed Fee Amount.

Settlement Subclass B: All Persons who, on one or more occasions during the Class Period, (i) sought copies of medical records from a Texas Clinic(s) or Texas Hospital(s), or had the copies of medical records requested by some other Person pursuant to their authorization, (ii) did not request, in the applicable request letter, that the copies of medical records be delivered in electronic format, but otherwise received electronic copies of the medical records via the Ciox eDelivery Portal pursuant to their registration for the same, (iii) were charged more than the applicable Electronic Rate, (iv) subsequently paid Ciox more than the applicable Electronic Rate, and (v) were not reimbursed by Ciox for the Disputed Fee Amount.

Excluded from the Settlement Class are: (i) Ciox, any predecessor, subsidiary, sister and/or merged companies, and all of the present or past directors, and officers of Ciox, (ii) any and all Persons that paid for the requested copies of medical records pursuant to a specific pricing agreement or rate different from the applicable Electronic Rate, and (iii) the Judge signing the Final Approval Order, the judge or justice considering the Action on appeal or remand (if applicable) and the current spouses and all other persons within the third degree of consanguinity to such judges/justices.

C. Motion for Order Directing Sending of Notice to the Class. Within forty-five (45) calendar days of the execution of this Agreement, Plaintiffs shall file a motion for the Court to enter the Order

Directing Sending of Notice to the Class, specifically including provisions that: (a) the Court finds it will likely be able to approve the settlement reflected in this Agreement; (b) the Court finds it likely will be able to certify the Settlement Class (for settlement purposes only); (c) appointing Plaintiffs as the representatives of the Settlement Class and Class Counsel as counsel for the Settlement Class for purposes of sending notice to the Settlement Class and considering the settlement set forth in this Agreement; (d) approve the forms of Class Notice to be provided to the Settlement Class as described herein; (e) approve the form of the Proof of Claim to be provided to the Settlement Class as described herein; (f) find that the plan for disseminating Class Notice established pursuant to this Agreement constitutes the best notice practicable under the circumstances and satisfies the requirements of due process and Rule 23 of the Federal Rules of Civil Procedure; (g) direct that the Class Notice be disseminated in accordance with this Agreement; (h) establish a procedure for Persons in the Settlement Class to object to the settlement or exclude themselves from the Settlement Class, and set a date, no later than the final day of the Claim Period, after which no Person shall be allowed to object to the settlement or exclude himself or herself from the Settlement Class or seek to intervene in the Action; (i) pending final determination of whether the settlement should be approved, bar all Persons in the Settlement Class, directly, or on a representative basis, or in any other capacity, from commencing or prosecuting against any of the Released Parties any action, arbitration, or proceeding in any court, arbitration forum, or tribunal asserting any of the Released Claims; and (j) pending final determination of whether the settlement should be approved, stay all proceedings in the Action except those related to the effectuation of the settlement. The Order Directing Sending of Notice to the Class also will set the Final Approval Hearing to be held no earlier than one hundred eighty (180) calendar days following the date of the entry of the Order Directing Sending of Notice to the Class by the Court. The Parties expressly acknowledge that the claims administration process will not be completed by the date of the requested Final Approval Hearing. The Parties further expressly acknowledge that the Court will schedule the Final Approval Hearing as the Court deems appropriate.

D. **Notice.** Within thirty (30) days (or such other time period as the Court may order) of the entry of the Order Directing Sending of Notice to the Class, the Claims Administrator shall complete the process of sending notice to the Settlement Class pursuant to this Agreement and as directed and approved by the Court in its Order Directing Sending of Notice to the Class.

IV. Benefits to the Settlement Class and Fees and Expenses of Class Counsel and Claims Administration.

A. **Settlement Fund.** If final approval of the Settlement is granted, Ciox will pay the settlement costs set forth herein which shall be deemed to be paid on behalf of all Released Parties as consideration under this Agreement to settle the claims set forth in the Complaint and resolve all Released Claims as defined herein. Ciox shall establish a “Class Settlement Fund” (or “Settlement Fund”) of up to \$1,850,000.00, which will pay for the claims of the Class Members who timely submit a Valid Claim deemed eligible under the terms of this Agreement and other applicable expenses.

B. The Class Settlement Fund shall be apportioned in the specific order as follows:

1. Attorneys’ Fees and Expenses. Whatever amount the Court awards shall be paid first out of the Class Settlement Fund (the “Fee and Expense Award”).

2. Class Representative Service Awards. Whatever amount the Court awards shall be paid next out of the remaining Class Settlement Fund (the “Service Award”).

3. Claims Administrator Fees and Expenses. The fees and expenses of the Claims Administrator necessary to effectuate the Settlement, including but not limited to the fees and costs associated with sending the Class Notice, establishing the Settlement Webpage, and reviewing the claims received, shall be paid from the remaining Class Settlement Fund.

4. Reimbursements to Class. The remaining Class Settlement Fund shall be used to reimburse the Class Members who timely submit a Valid Claim in an amount equal to (i) One Hundred Percent (100%) of the Disputed Fee Amount paid by the Class Member of Settlement Subclass A, less the percentage of the Class Settlement Fund that the Court awards to Class Counsel as the Fee and Expense

Award, or (ii) Fifty Percent (50%) of the Disputed Fee Amount paid by the Class Member of Settlement Subclass B, less the same percentage of the Class Settlement Fund that the Court awards to Class Counsel as the Fee and Expense Award. In the event the reimbursements to the Class Members who timely submit Valid Claims exceed the amount of the Class Settlement Fund remaining to pay Valid Claims after payment of the Fee and Expense Award, the Service Awards and Claims Administrator Fees and Expenses, such reimbursements to the Class Members will be paid on a pro rata basis.

5. No interest will accrue on payments made available through the Settlement in a timely fashion.

6. Only one Valid Claim will be honored per Qualifying Request, and any conflict between claims shall be decided by the Claims Administrator, with agreement of both Class Counsel and Defense Counsel.

7. Any amount remaining in the Settlement Fund after payment of the Fee and Expense Award, Service Award, Claims Administrator Fees and Expenses, and the Valid Claims eligible for Settlement Payment shall revert to Ciox.

C. Payment of Service Awards to the Class Representatives. Class Counsel and Plaintiffs will seek, and Ciox agrees not to oppose, payment of a service award of Two Thousand Five Hundred Dollars (\$2,500.00) to each Class Representative. The Service Awards, as approved by the Court, shall be paid to the Class Representatives within thirty (30) days of entry of the Judgment and shall be paid out of the Class Settlement Fund. If the Final Approval Order and Judgment does not become Final, the Class Representatives shall pay back the Service Awards to Ciox within thirty (30) days of the entry of the order making disapproval of the settlement or of the Service Award final.

D. Payment of the Fee and Expense Award to Class Counsel. Class Counsel shall file an application with the Court for reasonable attorneys' fees and expenses. Class Counsel and Plaintiffs agree not to seek more than, and Ciox agrees not to oppose a request that does not exceed, payment of reasonable attorneys' fees of Five Hundred Thirty-Six Thousand and Five Hundred Dollars

(\$536,500.00). In addition, Class Counsel and Plaintiffs agree not to seek more than, and Ciox agrees not to oppose a request that does not exceed, payment of reasonable out-of-pocket expenses of Ten Thousand Dollars (\$10,000). The Fee and Expense Award, as approved by the Court, shall be paid to Class Counsel within thirty (30) days of entry of the Judgment and shall be paid out of the Class Settlement Fund. If the Effective Date does not occur, Class Counsel shall pay back the Fee and Expense Award to Ciox within thirty (30) days of the entry of an order disapproving the settlement or the Fee and Expense Award becoming final. Ciox shall have no responsibility for, and no liability whatsoever with respect to, the division or allocation of the Fee and Expense Award with respect to any person, entity, or law firm who or that may assert some claim thereto. Any order or proceeding relating to the Fee and Expense Award shall not operate to terminate the Settlement or affect the finality or binding nature of the Settlement. If the Court determines to approve the Settlement but reserves decision on the Fee and Expense Award, any Settling Party may request that the Court enter final judgment approving the Settlement.

E. Claims Administrator Fees and Expenses. If final approval of the Settlement is granted, Ciox will pay the administration fees and costs necessary to effectuate the Settlement out of the Class Settlement Fund.

V. Administration of the Settlement, Notice of Settlement and Claims Processing.

A. Administration Costs of the Settlement. The Claims Administrator shall administer the Settlement in accordance with the terms and conditions of this Settlement Agreement.

B. Settlement Webpage. Prior to the Notice Date, the Claims Administrator shall establish the Settlement Webpage, which shall contain the Class Notice with relevant information relating to the Action and the settlement. The Settlement Webpage will also contain a contact information page that includes the contact information for the Claims Administrator and addresses and email addresses for Class Counsel and Defense Counsel. The Settlement Webpage will also contain the Settlement Agreement, signed Order Directing Sending of Notice to the Class, Class Notice, the Proof of Claim

form available for copying and for completion, execution, and submission on-line on the Settlement Webpage, and other filings submitted to the Court in connection with the Action and this settlement. The Settlement Webpage shall inform Persons who received the Class Notice of how they may obtain from the Claims Administrator additional information to assist in identifying their potentially Qualifying Requests (including but not limited to invoice number(s), invoice date(s), patient name(s), names of the Texas Hospital or Texas Clinic, and amount(s) paid).

C. Timing of Class Notice. Dissemination of the Class Notice shall begin no later than the date set in the Order Directing Sending of Notice to the Class and be completed within thirty (30) days of the Entry of the Order Directing Sending of Notice to the Class.

D. Procedure and Format of Class Notice. Postcard Notice, in substantially the form attached hereto as Exhibit C, shall be disseminated by electronic mail (containing hyperlinks to those forms) shall be sent to all Persons identified on the Class List having submitted a potentially Qualifying Request, to the extent possible. In addition, all Persons who submitted potentially Qualifying Requests shall be sent Postcard Notices via first class, U.S. mail, in a form substantially similar to the document attached hereto as Exhibit C, after the addresses provided by Ciox have been run through the National Change of Address Database. The Class Notice and the Proof of Claim will be available to download on the Settlement Webpage. The Settlement Webpage will also provide an online opportunity to submit a Proof of Claim and/or notification information for Claimants to be paid. The Class Notice shall inform Persons who received the Class Notice that they may obtain from the Claims Administrator additional information to assist in identifying their potentially Qualifying Requests (including, but not limited to, invoice number(s), invoice date(s), patient name(s), names of the Texas Hospital or Texas Clinic, and amount(s) paid).

E. Eligibility. To be eligible to receive a Settlement Payment, Class Members must (i) fall within the herein defined Settlement Class; (ii) not opt-out of the Settlement; (iii) not be deemed ineligible under any other provision of this Agreement; (iv) submit a Valid Claim; and (v) meet other criteria as

set forth in this Agreement. If a Person submitted a Qualifying Request through an authorized representative (typically the Person's attorney), the authorized representative advanced the payment of the Disputed Fee Amount, and the Person reimbursed the authorized representative for such Disputed Fee Amount, the Person shall be the eligible Claimant/Class Member. If a Person submitted a Qualifying Request through an authorized representative (typically the Person's attorney), the authorized representative advanced the payment of the Disputed Fee Amount, and the Person did not reimburse the authorized representative for such Disputed Fee Amount, the authorized representative shall be the eligible Claimant/Class Member. An authorized representative on the Class List to whom Class Notice is sent who is not the Claimant/Class Member shall have the authority to submit a Proof of Claim on behalf of the Claimant/Class Member by providing the Claimant's/Class Member's name and address in addition to the other required information.

F. Proof of Claim. To be eligible to receive a Settlement Payment, Claimants must submit one or more Proofs of Claim within the Claim Period indicating the proper party to receive the Settlement Payment. Proofs of Claim are to be submitted by mail to the Claims Administrator or may be submitted electronically via the Settlement Webpage. Ciox will have no obligation to honor any Proof of Claim received with a postmark dated after the end of the Claim Period, even if such claim otherwise would be valid. Ciox will have no obligation to honor any Proof of Claim that is submitted through the Settlement Webpage after the Claim Period ends. Ciox will have no obligation to honor any Proof of Claim that is mailed to an address other than that of the Claims Administrator. In submitting a Proof of Claim, Class Members or their counsel or other authorized representative must fully complete all portions of said Proof of Claim designated as "required."

G. Invalid Proof of Claim. A Proof of Claim shall be deemed invalid and shall not be eligible for compensation under this Agreement if (i) neither the Claimant nor anyone authorized to obtain the records on the Claimant's behalf appears on the Class List or can otherwise be validated as having paid, directly or indirectly, to Ciox the Disputed Fee Amount during the Class Period; (ii) the Claimant was

fully reimbursed, either directly or indirectly by Ciox for the Disputed Fee Amount; or (iii) a claim for the particular Qualifying Request has already been approved to be paid to another Class Member. Furthermore, any Proof of Claim that provides materially false or incomplete information in the “required” fields shall be deemed invalid and shall not be eligible for compensation under this Agreement.

H. Claims Report. Within sixty (60) calendar days after the expiration of the Claim Period, the Claims Administrator will provide to Ciox and Class Counsel a report (the “Claims Report”) providing notice of those Proofs of Claim submitted and eligible for a Settlement Payment as well as those denied as invalid or otherwise ineligible for a Settlement Payment and stating the reason(s) for the denial. Class Counsel will have thirty (30) calendar days after receiving the Claims Report from the Claims Administrator to dispute any such denied claims. Claims that are not timely disputed will remain denied. The parties will attempt in good faith to resolve any disputes as to the propriety of denied claims and, should they fail to resolve any such dispute, either party may submit the dispute to the Court for summary and non-appealable resolution within sixty (60) calendar days of receiving the Claims Report; otherwise, the claims will remain denied. All Proofs of Claim timely submitted to the Court for resolution and determined to be valid by the Court shall be deemed eligible for a Settlement Payment in accordance with this Agreement, provided the Effective Date occurs.

I. Payment of Eligible Claims. Class Members who timely submit one or more Valid Claims (whether submitted by themselves or submitted on their behalf by authorized representatives) and are eligible for Settlement Payment(s) hereunder shall, provided the Effective Date has occurred, receive payment via electronic means (e.g., PayPal, Venmo, Zelle, or an electronic MasterCard) or a check in the amount of the Settlement Payment(s), sent to the Person(s) designated as the Claimant(s)/Class Member(s) on the Proof of Claim. If payment by electronic means is attempted unsuccessfully, a check will be mailed. Each check mailed shall bear a conspicuous legend indicating that it will be void if not cashed within one hundred and eighty (180) calendar days after issuance. If a Settlement Payment check

is returned because the address was invalid, the Claims Administrator shall make industry-standard efforts to obtain a valid address for the intended recipient, and if successful in doing so, shall re-mail the Settlement Payment check to the new address. If a Settlement Payment check is returned again, no further efforts need be made to deliver such check. If a Settlement Payment check becomes void or is undeliverable, the Class Member shall forfeit his/her right to payment, but this Agreement shall in all other respects, including the Releases contained herein, be fully enforceable against the Class Member.

J. Payment of Disputed Claims. Settlement Payments to Class Members eligible for a Settlement Payment under this Agreement, including Settlement Payments on disputed claims determined to be valid by the Court, shall be made by the later of thirty (30) calendar days after the date on which Defendant receives notice of the Court's resolution of the disputed claim or within sixty (60) calendar days after the Effective Date, whichever is later.

K. Failure to Submit a Valid Claim. Any Class Member who does not submit a Valid Claim or does not timely cash the settlement check sent to them, shall not be entitled to a Settlement Payment, but shall nonetheless remain a Class Member and be bound by this Agreement and the Releases contained herein, unless a timely opt-out is filed in accordance with the terms set forth herein.

L. Tax Requirements. Any Person or entity that receives a distribution pursuant to this Agreement shall be solely responsible for taxes or tax-related expenses owed or incurred by that Person or entity by reason of that distribution. Such taxes and tax-related expenses shall not be paid from the Settlement Fund. The Released Parties are not, and will not be, obligated to compute, estimate, or pay any taxes on behalf of any Plaintiff, any Class Member, Class Counsel, or the Claims Administrator. Class Counsel are not and will not be obligated to compute, estimate, or pay any taxes on behalf of any Plaintiff, Settlement Class Member, or the Settlement Administrator.

VI. Objections and Opt-Outs.

A. Objections to the Settlement.

1. Objecting to the Settlement. Class Members who do not timely request exclusion and have

a Qualifying Request possess the right to object to the proposed settlement by filing an objection in writing with the Clerk of the Court, located at 101 E. Pecan Street, Sherman, Texas 75090, no later than the final day of the Claim Period. The objection must also be mailed to each of the following, postmarked by the last day to file the objection:

a. Class Counsel:

Scott R. Jeeves
Kyle W. Woodford
The Jeeves Law Group, P.A.
2132 Central Avenue
St. Petersburg, FL 33712

b. Defense Counsel:

Tricia W. Macaluso
Bryan Cave Leighton Paisner LLP
2200 Ross Avenue, Suite 3300
Dallas, TX 75201

c. Claims Administrator:

American Legal Claim Services, LLC
Browne v. Ciox Health
c/o Settlement Administrator
PO Box 23489
Jacksonville, FL 32241

2. Content of the Objection. A written objection may be submitted by a Class Member and must include: (i) proof of membership in the Settlement Class, including, but not limited to, the full name, address, phone number and email address (if applicable) of the Class Member, the name of the patient(s) for whom the records were requested, if the objecting Class Member is not the patient, (ii) the invoice number(s) associated with the request(s) for records, (iii) a detailed description of the legal and factual grounds for the objection; (iv) all documents or writings that such Class Member desires the Court to consider; and (v) a statement of whether the objecting Class Member intends to appear at the Final Approval Hearing in person or through counsel. The Class Member must sign the objection for such objection to be valid, even if represented by counsel.

3. **Appearance at Final Approval Hearing.** Any Class Member wishing to appear in person or through counsel at the Final Approval Hearing must have stated such intention in a timely filed and served objection.

4. **Failure to Properly Object to Settlement.** Any Class Member who fails to object in accordance with the foregoing shall be deemed to have waived his or her objections and forever be barred from making any objections in the Action.

B. Requests for Exclusion from the Settlement.

1. **Opting Out of the Settlement.** Persons who qualify as Class Members shall be given the opportunity to opt out of the Settlement Class. Each Person who qualifies as a Class Member who wishes to opt out of the Settlement Class shall do so by serving a written opt-out request to each of the following, via first class mail, postage pre-paid, postmarked no later than the final day of the Claim Period:

a. Class Counsel:

Scott R. Jeeves
Kyle W. Woodford
The Jeeves Law Group, P.A.
2132 Central Avenue
St. Petersburg, FL 33712

b. Defense Counsel:

Tricia W. Macaluso
Bryan Cave Leighton Paisner LLP
2200 Ross Avenue, Suite 3300
Dallas, TX 75201

c. Claims Administrator:

American Legal Claim Services, LLC
Browne v. Ciox Health
c/o Settlement Administrator
PO Box 23489
Jacksonville, FL 32241

2. **Content of the Exclusion Request.** Exclusion requests must: (i) be signed by the Person; (ii) include the full name and address of the Person requesting exclusion, the name of the patient for

whom the records were requested if the Person was not the patient, (iii) the invoice number(s) associated with the request for records; (iv) be timely postmarked and mailed to the address designated in the Class Notice; and (v) include the following statement: “I/we request to be excluded from the proposed class settlement in *Marc Browne and Terri Adley, individually and on behalf of all others similarly situated v. Ciox Health, LLC*, Case No. 4:19-cv-00667, pending in the United States District Court for the Eastern District of Texas, Sherman Division.” No request for exclusion will be honored as valid unless all the prerequisites described above are adhered to in full. For any Person who qualifies as a Class Member and who has more than one claim, the exclusion request must specify each separate claim. Class Counsel will keep any such opt-out information confidential and will use it only for purposes of determining whether a person has properly opted out. All Persons who qualify as Class Members and who do not opt-out in accordance with the terms set forth herein will be deemed Class Members, and will, in turn, be bound by all determinations and judgments in the Action.

3. Effect of Submitting a Valid Opt-Out Notice. All Persons who qualify as Class Members who exclude themselves from the Settlement Class will not be eligible to receive any Settlement Payment, will not be bound by any further orders or judgments entered for or against the Settlement Class and will preserve their ability to independently pursue any claims they may have against Defendant or the Released Parties by filing their own lawsuit at their own expense. This is true even if the settlement set forth in this Agreement is not ultimately approved by the Court.

C. Defendant’s Right to Withdraw/Terminate. If the number of Qualifying Requests held by Persons who qualify as Class Members but who opt out of the Settlement Class exceeds ten percent (10%) of the total Qualifying Requests held by the Settlement Class, then Ciox, in its sole discretion, will have the right to terminate the settlement set forth in this Agreement. Ciox shall have twenty (20) calendar days after the deadline for opt-outs within which to exercise its right to terminate, by filing written notice of the same with the Court and duly serving Plaintiffs and Class Counsel with same. If Ciox terminates the settlement, certification of the Settlement Class will be void, and no doctrine of

waiver, estoppel, or preclusion will be asserted in any litigated certification proceedings in the Action. The Parties will be returned to their positions *status quo ante* with respect to the Action as if the settlement had not been entered into, with the Parties agreeing to refrain from opposing any resultant and reasonable application to further extend the discovery period.

VII. Final Approval Order and Judgment.

A. Final Approval Hearing. The Parties agree that they will request the Court to enter the Final Approval Order and Judgment after the Final Approval Hearing, which shall take place as soon as practicable but not earlier than one hundred and eighty (180) calendar days after the date of the Order Directing Sending of Notice to the Class.

B. Final Approval Order and Judgment. Following the Final Approval Hearing, the Parties will request the Court to enter the Final Approval Order and Judgment, which will, *inter alia*: (a) certify the Settlement Class, (b) approve this Agreement as presented and without modification (except insofar as the Parties have agreed to such modification); (c) find that the settlement and this Agreement is fair, just, equitable, reasonable, adequate, and in the best interests of the Settlement Class; (d) direct the Parties to consummate the Agreement in accordance with its terms; (e) dismiss with prejudice all claims against Defendant in the Action, without fees or costs except as provided in this Agreement; (f) declare that the Class Notice fully complied with the requirements of due process and Rule 23 of the Federal Rules of Civil Procedure; constituted the best notice practicable under the circumstances, and was due and sufficient notice to all Persons entitled to notice of the settlement in this Action; (g) declare that Plaintiffs and the Class Members who have not opted out are bound by this Agreement, including the release of claims set forth herein; (h) permanently enjoin Plaintiffs and the Class Members who have not opted out from prosecuting any Released Claims against the Released Parties; and (i) reserve continuing jurisdiction over the construction, interpretation, implementation, and enforcement of this Agreement and over the administration and distribution of the Settlement Payments. Entry of the Final Approval Order and Judgment shall not be conditioned on or delayed by the Court's failure to approve an attorneys'

fees and expenses payment to Class Counsel.

C. Failure of Conditions. If, for any reason, all of the conditions regarding the Effective Date are not met and this settlement fails to become effective, or the Judgment is not entered, any and all orders, judgments, and/or dismissals entered or to be entered pursuant to this Agreement shall be vacated, certification of the Settlement Class will be void, and no doctrine of waiver, estoppel, or preclusion will be asserted in any litigated certification proceedings in the Action. The Parties shall be returned to the *status quo ante* with respect to the Action as if this Agreement had never been entered into.

D. Effect if Settlement is Not Approved, Agreement is Terminated. If the Court does not approve the settlement, certification of the Settlement Class will be void, and no doctrine of waiver, estoppel, or preclusion will be asserted in any litigated certification proceedings in the Action. The Parties will be returned to their positions *status quo ante* with respect to the Action as if the settlement had not been entered into.

E. Evidentiary Preclusion. If the settlement set forth in this Agreement is not approved as presented, or Ciox withdraws from the settlement as set forth above, the Parties agree that neither the settlement terms nor any publicly disseminated information regarding the settlement, including, without limitation, the Class Notice, court filings, orders, and public statements, may be used as evidence for any purpose whatsoever. In addition, neither the fact of, nor any documents relating to, Ciox's compliant withdrawal from the settlement, any failure of the Court to approve the settlement, and/or any objections or interventions may be used as evidence for any purpose whatsoever.

VIII. Releases.

A. Upon the entry of the Final Approval Order and without any further action by the Court or by any Party to this Agreement, Plaintiffs, on their own behalf and on behalf of each Class Member, on behalf of their respective heirs, executors, administrators, representatives, agents, attorneys, partners, clients, successors, predecessors-in-interest, assigns, affiliates, and any authorized users of their accounts acknowledge full satisfaction of and fully, finally, and forever settle with, release, and discharge the

Released Parties of and from all Released Claims. Subject to Court approval of this Agreement, all Class Members shall be bound by this Agreement and all their claims shall be dismissed with prejudice and released even if they never received personal notice of the Action or the settlement or submitted a Proof of Claim.

B. Plaintiffs, on their own behalf and on behalf of each Class Member, acknowledge that they are aware that they may hereafter discover facts in addition to or different from those facts which they now know or believe to be true with respect to the subject matter of the settlement, but that it is their intention to release fully, finally, and forever all Released Claims, and in furtherance of such intention, the release of the Released Claims will be and remain in effect notwithstanding the discovery or existence of any such additional or different facts.

C. The releases contained herein shall apply to and bind all members of the Settlement Class who do not opt out including, but not limited to, those Class Members whose Class Notices are returned undeliverable, those who do not negotiate checks sent to them, and/or those for whom no current address can be found through reasonable efforts.

D. Ciox shall be entitled to keep any non-negotiated or undeliverable checks and shall have no obligation to honor them.

IX. Representations and Warranties.

A. Each Party has had the opportunity to receive, and has received, independent legal advice from his or her or its attorneys regarding the advisability of making the settlement, the advisability of executing this Agreement, and the legal consequences of this Agreement, and fully understands and accepts the terms of this Agreement.

B. Ciox represents and warrants: (i) that it has the requisite corporate power and authority to execute, deliver, and perform the Agreement and to consummate the transactions contemplated hereby; (ii) that the execution, delivery, and performance of the Agreement and the consummation by it of the actions contemplated herein have been duly authorized by necessary corporate action on the part of Ciox;

and (iii) that the Agreement has been duly and validly executed and delivered by Ciox and constitutes its legal, valid, and binding obligations.

C. Plaintiffs represent and warrant that they are entering into the Agreement on behalf of themselves individually and as proposed representatives of the Settlement Class of their own free will and without the receipt of any consideration other than what is provided in the Agreement or disclosed to, and authorized by, the Court. Plaintiffs represent and warrant that they have reviewed the terms of the Agreement in consultation with Class Counsel and believe them to be fair and reasonable, and they covenant that they will not file an Opt-Out request from the Settlement Class or object to the Agreement.

D. Plaintiffs represent and warrant that no portion of any claim, right, demand, action, or cause of action against any of the Released Parties that Plaintiffs have or may have arising out of the Actions or pertaining to their fees paid as otherwise referred to in this Agreement, and no portion of any recovery or settlement to which Plaintiffs may be entitled, has been assigned, transferred, or conveyed by or for Plaintiffs in any manner; and no Person other than Plaintiffs has any legal or equitable interest in the claims, demands, actions, or causes of action referred to in this Agreement.

E. No Party relies or has relied on any statement, representation, omission, inducement, or promise of the other party (or any officer, agent, employee, representative, or attorney for any other party) in executing this Agreement or entering the Settlement provided for herein, except as expressly stated in this Agreement.

X. Miscellaneous Provisions.

A. **Material Modification of Settlement.** In the event the terms or conditions of this Settlement Agreement are materially modified by any court, any Party may declare this Settlement Agreement null and void in its sole discretion to be exercised within fourteen (14) days after receiving notice of such a material modification. For purposes of this paragraph, material modifications include, but are not limited to, any modifications to the definitions of the Settlement Class, Class Members, Released Claims, Released Parties, Releasing Parties, material modifications to the Claim Form, changes to the Notice

Plan and procedure described in this Settlement Agreement, and any modifications to the terms of the settlement consideration.

B. Settlement Not Evidence Against Parties. Neither this Agreement nor any act performed or document executed in furtherance of the settlement: (1) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claim, or of any wrongdoing or liability of the Released Parties; or (2) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of the Released Parties in any civil, criminal, or administrative proceeding in any court, administrative agency, arbitration, or other tribunal. The Released Parties may file the Agreement and/or the Judgment in any action that may be brought against them to support a defense, claim, or counterclaim based on principles of *res judicata*, collateral estoppel, full faith and credit, release, good faith settlement, standing, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense, claim, or counterclaim.

C. Confidentiality. All drafts of this Agreement and other settlement documents will remain confidential and will not be disclosed or duplicated except as necessary to obtain preliminary approval and/or final court approval. All agreements made and orders entered during this Action relating to the confidentiality of information or sealing of documents shall survive this Stipulation and the Judgment.

D. Entire Agreement. This Agreement, together with the Exhibits hereto, constitutes the entire agreement between and among the Parties with respect to the settlement of the Action. This Agreement supersedes all prior negotiations and agreements and may not be modified or amended except by a writing signed by or on behalf of Plaintiffs, the Settlement Class, Ciox, and their respective attorneys. Such a writing may be executed in counterparts.

E. Change of Time Periods. The time periods and/or dates described in this Agreement with respect to the giving of notices and hearings are subject to approval and change by the Court or by the written agreement of Class Counsel and Defense Counsel, without notice to Class Members, except that the Claims Administrator shall ensure that such dates are posted on the Settlement Webpage.

F. **Extension of Time.** The Parties reserve the right, by agreement and subject to the Court's approval, to grant any reasonable extension of time that might be needed to carry out any of the provisions of this Agreement.

G. **Cooperation.** The Parties and their respective counsel agree to work cooperatively to prepare and execute all documents that may reasonably be necessary to effectuate the terms of this Agreement.

H. **Plaintiffs' Authority.** Class Counsel represent and warrant that they are authorized to take all appropriate actions required or permitted to be taken by or on behalf of the Plaintiffs and, after an appropriate Court Order, the Settlement Class necessary to effectuate the terms of this Agreement and are also authorized to enter into appropriate modifications or amendments to this Agreement on behalf of the Plaintiffs and, subsequent to an appropriate Court Order, the Class Members.

I. **Governing Law.** This Agreement shall be construed and governed in accordance with the laws of the Texas.

J. **Construing the Agreement.** The terms of this Agreement are contractual and are the result of negotiation among the Parties. Each Party, in consultation with his, her, or its attorneys, has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any Party. In addition, no Party may seek to rescind this Agreement on the grounds of mistake, whether of fact or law.

K. **Signatures.** This Agreement may be signed in one or more counterparts and may be signed by electronic signature.

L. **Binding on Successors.** This Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the Plaintiffs, Settlement Class Members, and Ciox.

M. **Exhibits.** All Exhibits to this Agreement are material and integral parts hereof and are incorporated by reference as if fully rewritten herein.

N. **Taxes.** No opinion concerning the tax consequences of the Agreement to any Plaintiff or Settlement Class Member is given or will be given by Ciox or Ciox's counsel; nor is any Party or their

counsel providing any representation or guarantee regarding the tax consequences of the Agreement as to any Plaintiffs or Settlement Class Member. Each Plaintiff (including Class Counsel) and Class Member is responsible for his/her/its tax reporting and other obligations respecting the Agreement, if any.

O. **Waiver.** The waiver by one Party of any breach of this Agreement by any other Party shall not be deemed a waiver, by that Party or by any other Party, of any other prior or subsequent breach of this Agreement.

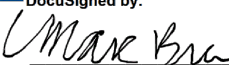
P. **Provisions Deemed Invalid.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalid, illegal, or unenforceable provision shall be ineffective but shall not in any way invalidate or otherwise affect any other provision.

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

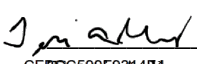
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WHEREFORE, INTENDING TO BE BOUND, THE PARTIES, INDIVIDUALLY OR BY THEIR DULY AUTHORIZED AGENTS AND UNDERSIGNED COUNSEL, HAVE SET THEIR HAND AND SEAL AND EXECUTED THIS AGREEMENT AND RELEASE, EFFECTIVE THE LAST DAY SIGNED BY ALL PARTIES HERETO:

Dated: 5/24/2022, 2022 **PLAINTIFF MARC BROWNE**

DocuSigned by:

78FFFA35A4D84A8
Marc Browne

Dated: 5/26/2022, 2022 **PLAINTIFF TERRI ADLEY**

DocuSigned by:

CFBDC599F931484
Terri Adley

Dated: June 6, 2022 **DEFENDANT CIOX HEALTH, LLC**

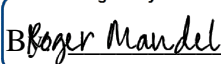
DocuSigned by:
By: 
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Its: Michael Burwell | Chief Financial Officer

AGREED AS TO FORM:


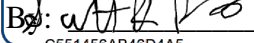
Dated: 5/26/2022, 2022

Attorney for Plaintiffs:
JEEVES MANDEL LAW GROUP, P.C.

DocuSigned by:

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Roger L. Mandel, Esq.

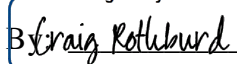
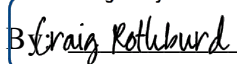
Dated: 5/26/2022, 2022

Attorney for Plaintiffs:
THE JEEVES LAW GROUP, P.A.

DocuSigned by:

By: 
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Scott R. Jeeves, Esq.

Dated: 5/26/2022, 2022

Attorney for Plaintiffs:
CRAIG E. ROTHBURD, P.A.

DocuSigned by:

By: 
686C575C2887D473...
Craig E. Rothburd, Esq.

Dated: _____, 2022


Attorney for Defendant:
BRYAN CAVE LEIGHTON PAISNER LLP

By: _____
Tricia W. Macaluso, Esq.

AGREED AS TO FORM:

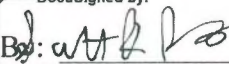
Dated: 5/26/2022, 2022

**Attorney for Plaintiffs:
JEEVES MANDEL LAW GROUP, P.C.**

DocuSigned by:

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Roger L. Mandel, Esq.


Dated: 5/26/2022, 2022

**Attorney for Plaintiffs:
THE JEEVES LAW GROUP, P.A.**

DocuSigned by:

C554456AB46B4A5
Scott R. Jeeves, Esq.

Dated: 5/26/2022, 2022

**Attorney for Plaintiffs:
CRAIG E. ROTHBURD, P.A.**

DocuSigned by:

68C317251287E47
Craig E. Rothburd, Esq.

Dated: June 1, 2022

**Attorney for Defendant:
BRYAN CAVE LEIGHTON PAISNER LLP**

By: 
Tricia W. Macaluso, Esq.

EXHIBIT A

List of Texas Hospitals and Texas Clinics

LOCATION	LOCATION_NAME	LOCATION_ADDR1	LOCATION_ADDR2	LOCATION_ADDR3	LOCATION_CITY	LOCATION_STATE	LOCATION_ZIP
34930	ABILENE BEHAVIORAL HEALTH	4225 WOODS PLACE			ABILENE	TX	
31955	ABILENE FAMILY ASSOCIATES	23 HOSPITAL DR	STE 102		ABILENE	TX	
35211	ABILENE PSYCHIATRIC ASSOCIATES	1111 INDUSTRIAL BLVD	BLDG 2		ABILENE	TX	
25706	ABILENE REGIONAL MEDICAL CTR	6250 US HIGHWAY 83	# 84		ABILENE	TX	
66078	ADVANCED IMAGING CENTER	7010 SW 9TH AVE			AMARILLO	TX	
67602	ADVENT TX HEALTH MANSFIELD	2300 LONE STAR RD			MANSFIELD	TX	
64438	ADVENTHEALTH CENTRAL TEXAS	2201 S CLEAR CREEK RD			KILLEEN	TX	
56161	AFFORDACARE BIG SPRING	710 S GREGG ST			BIG SPRING	TX	
56163	AFFORDACARE RIDGEMONT	4009 RIDGEMONT DR			ABILENE	TX	
56164	AFFORDACARE SOUTH 27TH	3101 S 27TH ST			ABILENE	TX	
46674	ARC ANDERSON MILL	10401 ANDERSON MILL RD	SUITE 110B		AUSTIN	TX	
46673	ARC CEDAR PARK	801 E WHITESTONE BLVD	BUILDING B		CEDAR PARK	TX	
46672	ARC CEDAR PARK MED PLAZA #200	1401 MEDICAL PKWY	BUILDING B SUITE 200		CEDAR PARK	TX	
46671	ARC CEDAR PARK MED PLAZA #220	1401 MEDICAL PKWY	BUILDING B SUITES 220		CEDAR PARK	TX	
46670	ARC DISCOVERY	715 DISCOVERY BLVD	SUITE 117		CEDAR PARK	TX	
46668	ARC FAR WEST AH	6835 AUSTIN CENTER BLVD			AUSTIN	TX	
46667	ARC FAR WEST MEDICAL TOWER	6811 AUSTIN CENTER BLVD	SUITE 300		AUSTIN	TX	
46665	ARC HUTTO	151 EXCHANGE BLVD	SUITE 500		HUTTO	TX	
46664	ARC KYLE PLUM CREEK	4100 EVERETT ST	SUITE 400		KYLE	TX	
46663	ARC LEANDER	901 CRYSTAL FALLS PKWY	SUITE 103		LEANDER	TX	
46662	ARC MEDICAL PARK TOWER OBGYN	1301 W 38TH ST	STE 205		AUSTIN	TX	
46661	ARC MEDICAL PARK TOWER ORTHO	1301 W 38TH ST	STE 102		AUSTIN	TX	
46660	ARC PFLUGERVILLE	15803 WINDERMERE DR	SUITE 103		PFLUGERVILLE	TX	
46666	ARC QUARRY LAKE	4515 SETON CENTER PKWY	SUITE 220		AUSTIN	TX	
46659	ARC ROUND ROCK	940 HESTERS CROSSING RD			ROUND ROCK	TX	
46658	ARC ROUND ROCK AH	940 HESTERS CROSSING RD			ROUND ROCK	TX	
48344	ARC ROUND ROCK SUMMIT	894 SUMMIT ST	STE 108		ROUND ROCK	TX	
46657	ARC SETON NORTHWEST	11111 RESEARCH BLVD	SUITE 475		AUSTIN	TX	
46656	ARC SOUTH 1ST	3828 SOUTH 1ST ST			AUSTIN	TX	
46654	ARC SOUTH OB/GYN	4315 JAMES CASEY ST	SUITE 200		AUSTIN	TX	
46655	ARC SOUTH SPECIALTY	3816 SOUTH 1ST ST			AUSTIN	TX	
46653	ARC SOUTHWEST	1807 W SLAUGHTER LN	SUITE 490		AUSTIN	TX	
46652	ARC SOUTHWEST AH	1807 W SLAUGHTER LN	SUITE 490		AUSTIN	TX	
48342	ARC WILSON PARKE	11714 WILSON PARKE AVE	STE 150		AUSTIN	TX	
35133	ARRHYTHMIA ASSOCIATES OF S TEX	8715 VILLAGE DR	STE 518		SAN ANTONIO	TX	
69216	ASCENSION SETON BASTROP	1201 HILL RD			SMITHVILLE	TX	
22961	ASCENSION SETON EDGAR B DAVIS	6001 KYLE PARKWAY			KYLE	TX	
29662	ASCENSION SETON HAYS	6001 KYLE PARKWAY			KYLE	TX	
22962	ASCENSION SETON HIGHLAND LAKES	4900 MUELLER BOULEVARD			AUSTIN	TX	
22957	ASCENSION SETON MEDICAL CENTER	1201 WEST 38TH STREET			AUSTIN	TX	
22958	ASCENSION SETON NORTHWEST	11113 RESEARCH BLVD			AUSTIN	TX	
22960	ASCENSION SETON SHOAL CREEK	3501 MILLS AVENUE			AUSTIN	TX	
34572	ASCENSION SETON SMITHVILLE	800 EAST HWY 71			SMITHVILLE	TX	
22959	ASCENSION SETON SOUTHWEST	7900 FM 1826			AUSTIN	TX	
24184	ASCENSION SETON WILLIAMSON	201 SETON PARKWAY			ROUND ROCK	TX	
26590	AUSTIN DIAGNOSTIC CLINIC	12221 N MOPAC EXPRESSWAY			AUSTIN	TX	
46641	AUSTIN MEDICAL ASSOCIATES	2911 MEDICAL ARTS ST			AUSTIN	TX	

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LOCATION	LOCATION_NAME	LOCATION_ADDR1	LOCATION_ADDR2	LOCATION_ADDR3	LOCATION_CITY	LOCATION_STATE	LOCATION_ZIP
53209	AUSTIN PAIN ASSOCIATES REMOTE	2501 W WILLIAM CANNON DR	STE 401		AUSTIN	TX	
53509	AUSTIN PRIMARY CARE PHYSICIANS	11901 W PARMER LN	STE 300		CEDAR PARK	TX	
46669	AUSTIN REGIONAL CLINIC	9503 BROWN LN	BLDG 101		AUSTIN	TX	
39602	AZALEA ORTHOPEDICS	3414 GOLDEN RD			TYLER	TX	
28656	BAPTIST MEDICAL CENTER	111 DALLAS ST			SAN ANTONIO	TX	
59661	BAY AREA REGIONAL BOC	200 BLOSSOM ST			WEBSTER	TX	
43451	BAY AREA REGIONAL MED CTR	200 BLOSSOM ST			WEBSTER	TX	
61558	BAYLOR ST LUKES EMER CTR CONR	4019 I 45	SUITE 100		CONROE	TX	
61556	BAYLOR ST LUKES EMER CTR HUNTS	540 I 45 SOUTH			HUNTSVILLE	TX	
61557	BAYLOR ST LUKES EMER CTR MONTG	18057 HIGHWAY 105 W	STE 220		MONTGOMERY	TX	
61555	BAYLOR ST LUKES EMER CTR SPRIN	3515 RAYFORD RD	STE 150		SPRING	TX	
54468	BAYLOR ST LUKES MEDICAL CENTER	6720 BERTNER AVE			HOUSTON	TX	
55886	BELLVILLE ST JOSEPH HEALTH CTR	44 N CUMMINGS ST			BELLVILLE	TX	
44640	BETHESDA HEALTH CLINIC	409 W FERGUSON ST			TYLER	TX	
22956	BRACKENRIDGE HOSPITAL	601 EAST 15TH STREET			AUSTIN	TX	
31084	BRACKENRIDGE HOSPITAL	601 EAST 15TH STREET			AUSTIN	TX	
67242	BRAZOS FOOT AND ANKLE CLINIC	1201 MEDICAL PLAZA CT			GRANBURY	TX	
35125	BROOKS CITY BASE OBGYN	3327 RESEARCH PLAZA	STE 303		SAN ANTONIO	TX	
25668	BROWNWOOD REGIONAL MEDICAL CTR	1501 BURNET DR			BROWNWOOD	TX	
64535	BSA HOSPITAL	1600 WALLACE BLVD			AMARILLO	TX	
64534	BSA PHYSICIANS	1600 WALLACE BLVD			AMARILLO	TX	
55884	BURLESON ST JOSEPH HEALTH CTR	1101 WOODSON DR			CALDWELL	TX	
54048	CAPITAL MEDICAL CLINIC	1301 W 38TH ST	STE 601		AUSTIN	TX	
03026	CARDIOLOGY ASSOCIATES OF CORPU	1521 S STAPLES ST	STE 704		CORPUS CHRISTI	TX	78404
32638	CARE REGIONAL	1711 W WHEELER AVE			ARANSAS PASS	TX	
27297	CARRUS SPECIALTY HOSPITAL	1000 MEMORIAL DRIVE	4TH FLOOR		DENISON	TX	
62262	CEDAR CREST HOSP AND RTC	3500 SOUTH IH35			BELTON	TX	
35042	CENTRAL TEXAS SPINE INSTITUTE	6818 AUSTIN CTR BLVD	STE 200		AUSTIN	TX	
58216	CENTRAL TEXAS SURGICAL ASSOCS	3201 S AUSTIN AVE	STE 330		GEORGETOWN	TX	
56450	CHI ST JOSEPH COUMIDIN HEART	2700 E 29TH ST	STE 325		BRYAN	TX	
60872	CHI ST JOSEPH HEALTH - MWLC	CHI ST JOSEPH HEALTH - MWLC	3989 N SHORE DRIVE		BRYAN	TX	
56451	CHI ST JOSEPH HEALTH CARDIOVAS	2700 E 29TH ST	STE 240		BRYAN	TX	
56453	CHI ST JOSEPH HEALTH FAM MED	WOMENS CENTER	4421 HWY 6 SOUTH		COLLEGE STATION	TX	
56454	CHI ST JOSEPH HEALTH FAM MED	VILLA MARIA	1612 W VILLA MARIA RD	STE 130	BRYAN	TX	
56456	CHI ST JOSEPH HEALTH FAM MED	MOB	4421 HWY 6 SOUTH	STE 100	COLLEGE STATION	TX	
56457	CHI ST JOSEPH HEALTH FAM MED	BELLVILLE	44 NORTH CUMMINGS RD	STE 105	BELLVILLE	TX	
56458	CHI ST JOSEPH HEALTH FAM MED	AUSTIN COLONY	2410 BOONVILLE RD		BRYAN	TX	
56448	CHI ST JOSEPH HEALTH NEUROLOGY	BRYAN LOCATION	2700 E 29TH ST	STE 305	BRYAN	TX	
56449	CHI ST JOSEPH HEALTH NEUROLOGY	MOB	4421 HWY 6 SOUTH	STE 100	COLLEGE STATION	TX	
56509	CHI ST JOSEPH HEALTH NEUROLOGY	8441 STATE HIGHWAY 47	STE 4300		BRYAN	TX	
56452	CHI ST JOSEPH HEALTH PEDIATRIC	MOB	4421 HWY 6 SOUTH	STE 100	COLLEGE STATION	TX	
56506	CHI ST JOSEPH HEALTH UROLOGY	2700 E 29TH ST	STE 100		BRYAN	TX	
65957	CHI ST JOSEPH HLTH PRIM CARE	1602 ROCK PRAIRIE RD	STE 230		COLLEGE STATION	TX	
56507	CHI ST JOSEPH PAIN SPINE ASSOC	8441 STATE HIGHWAY 47	STE 4200		BRYAN	TX	
56508	CHI ST JOSEPH PAIN SPINE ASSOC	3841 SAGEBRIAR DR			BRYAN	TX	
55888	CHI ST LUKES HEALTH MEM	LIVINGSTON	1717 HIGHWAY 59 LOOP N		LIVINGSTON	TX	
55887	CHI ST LUKE'S HEALTH MEMORIAL	1201 W FRANK AVE			LUFKIN	TX	

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56027	CHI ST LUKES SAN AUGUSTINE	511 E HOSPITAL ST			SAN AUGUSTINE	TX	
56026	CHI ST LUKES SPECIALTY HOSP	1201 W FRANK AVE	NUMBER 5		LUFKIN	TX	
30207	CHILDRENS HOSP OF SAN ANTONIO	333 N SANTA ROSA AVE			SAN ANTONIO	TX	
65984	CHILDRENS HOSP SA RADIOLOGY	333 N SANTA ROSA ST			SAN ANTONIO	TX	
21579	CHRIST ST. ELIZABETH RADIOLOGY	2830 CALDER AVENUE			BEAUMONT	TX	
48394	CHRISTUS NORTH NEW BRAUNFELS	2020 SUNDANCE PKWY SUITE A1			NEW BRAUNFELS	TX	
40414	CHRISTUS ALT ArkLaTex	2600 ST MICHAEL DR			TEXARKANA	TX	
46000	CHRISTUS FAMILY MEDICINE	TOWER 1	2829 BABCOCK RD		SAN ANTONIO	TX	
48310	CHRISTUS FAMILY URGENT CARE	3817 S PADRE ISLAND DR			CORPUS CHRISTI	TX	
40443	CHRISTUS GC Gulf Coast	701 S FRY STREET			KATY	TX	
21317	CHRISTUS HEALTH BUS OFFICE	919 HIDDEN RDG			IRVING	TX	
42423	CHRISTUS HOME CARE	919 HIDDEN RIDGE			IRVING	TX	
61729	CHRISTUS HOMECARE SP	919 HIDDEN RDG			IRVING	TX	
21298	CHRISTUS HOSPITAL ST ELIZABETH	ATTN HIM DEPARTMENT	2830 CALDER ST		BEAUMONT	TX	
21299	CHRISTUS HOSPITAL ST MARY	3600 GATES BLVD			PORT ARTHUR	TX	
21300	CHRISTUS JASPER MEMORIAL HOSPI	1275 MARVIN HANCOCK DRIVE			JASPER	TX	
61885	CHRISTUS MOTHER FRANCES	800 E DAWSON ST			TYLER	TX	
32578	CHRISTUS NEW BRAUNFELS	600 N UNION AVE			NEW BRAUNFELS	TX	
65681	CHRISTUS NEW BRAUNFELS	600 N UNION AVE			NEW BRAUNFELS	TX	
48309	CHRISTUS OBGYN SPECIALISTS	2006 MOORES LN			TEXARKANA	TX	
41029	CHRISTUS ROI FOR AUDITS	919 HIDDEN RDG			IRVING	TX	
33698	CHRISTUS SANTA ROSA ALAMO HEIG	333 N SANTA ROSA AVE			SAN ANTONIO	TX	
38849	CHRISTUS SANTA ROSA ALON	RELEASE OF INFORMATION	2827 BABCOCK RD		SAN ANTONIO	TX	
38850	CHRISTUS SANTA ROSA CREEKSIDE	EMERGENCY CENTER	244 CREEKSIDE CROSSING		NEW BRAUNFELS	TX	
30208	CHRISTUS SANTA ROSA MED CNTR	2827 BABCOCK ROAD			SAN ANTONIO	TX	
62658	CHRISTUS SANTA ROSA SAN MARCOS	1301 WONDER WORLD DR			SAN MARCOS	TX	
40441	CHRISTUS SETX SOUTHEAST TX	2830 CALDER STREET			BEAUMONT	TX	
40411	CHRISTUS SPN Spohn	2500 E MAIN			ALICE	TX	
48021	CHRISTUS SPOHN ALICE	2500 EAST MAIN STREET			ALICE	TX	
47853	CHRISTUS SPOHN FAM ROBSTOWN	1038 TEXAS YES BLVD			ROBSTOWN	TX	
48062	CHRISTUS SPOHN KLEBERG	1311 EAST GENERAL CAVAZOS BLVD			KINGSVILLE	TX	
48063	CHRISTUS SPOHN MEM SPEC	2606 HOSPITAL BLVD			CORPUS CHRISTI	TX	
47849	CHRISTUS SPOHN SOUTH	5950 SARATOGA BLVD			CORPUS CHRISTI	TX	
47851	CHRISTUS SPOHN FAM NORTHSIDE	1406 MARTIN LUTHER KING DRIVE			CORPUS CHRISTI	TX	
47852	CHRISTUS SPOHN FAM PADRE ISL	14202 SPD	SUITE A		CORPUS CHRIST	TX	
47850	CHRISTUS SPOHN FAM WESTSIDE	4617 GREENWOOD DRIVE			CORPUS CHRISTI	TX	
53735	CHRISTUS SPOHN _ CANCER CENTER	1415 SANTA FE ST			CORPUS CHRISTI	TX	
48061	CHRISTUS SPOHN BEEVILLE	1500 EAST HOUSTON HIGHWAY			CORPUS CHRISTI	TX	
47854	CHRISTUS SPOHN BEEVILLE WOMENS	1602 E HOUSTON ST	STE A		BEEVILLE	TX	
47896	CHRISTUS SPOHN FREER CLINIC	111 E RILEY STREET			BEEVILLE	TX	
67123	CHRISTUS SPOHN NEUROSCIENCE CT	1227 THIRD ST			CORPUS CHRISTI	TX	
48064	CHRISTUS SPOHN SHORELINE/MEMOR	600 ELIZABETH ST			CORPUS CHRISTI	TX	
21536	CHRISTUS ST MARYS RADIOLOGY	3600 GATES BOULEVARD			PORT ARTHUR	TX	
47520	CHRISTUS ST MICHAEL	2600 ST MICHAEL DRIVE			TEXARKANA	TX	
62085	CHRISTUS SULPHUR SPRINGS	115 AIRPORT RD			SULPHUR SPRINGS	TX	
65544	CHRISTUS TRINITY CLINIC PFS PB	919 HIDDEN RDG			IRVING	TX	
65983	CHRISTUS TRINITY CLINICS	800 E DAWSON ST			TYLER	TX	

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66948	CHRISTUS TRINITY PFS	919 HIDDEN RDG			IRVING	TX	
30212	CHRISTUS WESTOVER HILLS	11212 ST HWY 151			SAN ANTONIO	TX	
66120	CHS MED ASSOC OF NAVARRO CO	400 HOSPITAL DR	STE 205		CORSICANA	TX	
46741	CLINICS OF NORTH TEXAS	501 MIDWESTERN PARKWAY			WICHITA FALLS	TX	
46740	COLLEGE STATION MED CENTER	1604 ROCK PRAIRIE RD			COLLEGE STATION	TX	
65068	COLLEGE STATION MED CENTER	1604 ROCK PRAIRIE RD			COLLEGE STATION	TX	
12510	COMMUNITY HEALTH CTR LUBBOCK	1318 BROADWAY			LUBBOCK	TX	79401
63425	COMPREHENSIVE OBGYN	1700 NORTH LAKE FOREST DR			MCKINNEY	TX	
35960	CONCENTRA ARLINGTON NORTH	2160 E LAMAR AVE			ARLINGTON	TX	
35942	CONCENTRA ARLINGTON SOUTH	511 E INTERSTATE 20			ARLINGTON	TX	
35773	CONCENTRA MAIN	5080 SPECTRUM DR	STE 1200 WEST TOWER		ADDISON	TX	
38365	CONCENTRA MEDICAL CTR TX/LEWIS	2403 S STEMMONS FREEWAY	SUITE 103		LEWISVILLE	TX	
40331	CONCENTRA TX BANDERA RD	7913 BANDERA ROAD			SAN ANTONIO	TX	
39953	CONCENTRA TX CASTLE HILLS	2211 NW MILITARY DRIVE	STE 201		SAN ANTONIO	TX	
39950	CONCENTRA TX DOWNTOWN NIX	414 NAVARRO ST	STE 809		SAN ANTONIO	TX	
39952	CONCENTRA TX EAST I 35	3453 IH 35 NORTH	STE 207 B		SAN ANTONIO	TX	
39947	CONCENTRA TX FLORESVILLE	260 US HIGHWAY 181 N			FLORESVILLE	TX	
40662	CONCENTRA TX HARKER HEIGHTS	201 E CENTRAL TEXAS EXPWY	STE 645		HARKER HEIGHTS	TX	
39942	CONCENTRA TX LIVE OAK	12413 JUDSON RD			LIVE OAK	TX	
39946	CONCENTRA TX NEW BRAUNFELS	1860 SOUTH SEGUIN ST E			NEW BRAUNFELS	TX	
35977	CONCENTRA TX S SAUS	10001 SOUTH IH 35	STE 3		AUSTIN	TX	
39943	CONCENTRA TX SA GRECO DR	4360 GRECO DR			SAN ANTONIO	TX	
35978	CONCENTRA TX SAEAST	3453 INTERSTATE 35	STE 110		SAN ANTONIO	TX	
39948	CONCENTRA TX SCHERTZ	5000 BAPTIST HEALTH DR	STE 102		SCHERTZ	TX	
39941	CONCENTRA TX SEGUIN	1354 EAST WALNUT STREET			SEGUIN	TX	
39949	CONCENTRA TX THOUSAND OAKS	2235 THOUSAND OAKS DR	STE 117		SAN ANTONIO	TX	
35940	CONCENTRA TX/ADD	15810 MIDWAY RD			ADDISON	TX	
35941	CONCENTRA TX/AMA	1619 KENTUCKY, STE F-600			AMARILLO	TX	
35943	CONCENTRA TX/AUS	4301 W WILLIAM CANNON DR	BLDG E		AUSTIN	TX	
35945	CONCENTRA TX/CARR	1345 VALWOOD PARKWAY, STE 306			CARROLLTON	TX	
35946	CONCENTRA TX/CBO	15812 MIDWAY ROAD			ADDISON	TX	
35947	CONCENTRA TX/CORP	4025 SOUTH PADRE ISLAND DRIVE			CORPUS CHRISTI	TX	
35949	CONCENTRA TX/DALLAS	2920 N. STEMMONS FREEWAY (I-35)			DALLAS	TX	
35950	CONCENTRA TX/DEER	125 E. EIGHTH STREET			DEER PARK	TX	
35952	CONCENTRA TX/EL PASO	6320 GATEWAY EAST			EL PASO	TX	
35953	CONCENTRA TX/ELPASOE	1610 N. ZARAGOZA			EL PASO	TX	
35954	CONCENTRA TX/FCREEK	4060 SANDSHELL DRIVE			FORT WORTH	TX	
35955	CONCENTRA TX/FPARK	2500 WEST FREEWAY , STE 100			FT. WORTH	TX	
35956	CONCENTRA TX/FRISCO	8756 TEEL PKWY STE 350			FRISCO	TX	
35957	CONCENTRA TX/FWORTH	811 NE ALSBURY ROAD, SUITE 800			BURLESON	TX	
35958	CONCENTRA TX/GARL	1621 S. JUPITER RD,STE 101			GARLAND	TX	
35959	CONCENTRA TX/GFREE	8505 GULF FREEWAY			HOUSTON	TX	
35961	CONCENTRA TX/GRAUW	5910 N MACARTHUR BLVD	SUITE 133		IRVING	TX	
35962	CONCENTRA TX/GREEN	401 GREENS ROAD			HOUSTON	TX	
35963	CONCENTRA TX/HOUS	1000 NORTH POST OAK ROAD			HOUSTON	TX	
35964	CONCENTRA TX/HPKWY	6360 W SAM HOUSTON PKWY N	STE 200		HOUSTON	TX	
35965	CONCENTRA TX/I-10EAS	10909 I-10 EAST FREEWAY			HOUSTON	TX	

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35966	CONCENTRA TX/KFREE	12345 KATY FREEWAY			HOUSTON	TX	
35967	CONCENTRA TX/KIRBY1	9321 KIRBY DR.			HOUSTON	TX	
35968	CONCENTRA TX/LEE	2004 LELAND			HOUSTON	TX	
35969	CONCENTRA TX/LOAK	5601	GREENVILLE AVE		DALLAS	TX	
35971	CONCENTRA TX/MESQ	4928 SAMUEL BOULEVARD			MESQUITE	TX	
35972	CONCENTRA TX/NAUS	8868 RESEARCH BLVD			AUSTIN	TX	
35973	CONCENTRA TX/NLOOP	8799 NORTH LOOP EAST, STE 110			HOUSTON	TX	
35974	CONCENTRA TX/PLANO	1300 N. CENTRAL EXPRESSWAY			PLANO	TX	
35975	CONCENTRA TX/RED	5520 WESTMORELAND RD, STE 200			DALLAS	TX	
35976	CONCENTRA TX/RROCK	117B LOUIS HENNA BLVD	STE 200		ROUND ROCK	TX	
35979	CONCENTRA TX/SANOR	12702 TOEPPERWEIN, STE 104			SAN ANTONIO	TX	
35980	CONCENTRA TX/SANORTH	10200 BROADWAY ST			SAN ANTONIO	TX	
35981	CONCENTRA TX/SANT	400 E QUINCY ST			SAN ANTONIO	TX	
35982	CONCENTRA TX/SAWEST	1904 GRANDSTAND DR			SAN ANTONIO	TX	
35983	CONCENTRA TX/SWEST	6545 SOUTHWEST FREEWAY			HOUSTON	TX	
35984	CONCENTRA TX/WACO	4205 FRANKLIN AVENUE			WACO	TX	
40840	CONROE PHYSICIAN ASSOCIATES	508 MEDICAL CENTER BLVD	STE 200		CONROE	TX	
41243	CONTINUING CARE LTAC	919 HIDDEN RIDGE 5TH FLOOR			IRVING	TX	
30926	CORPUS CHRISTI MEDICAL	3315 SOUTH ALAMEDA STREET	DOCTORS REGIONAL		CORPUS CHRISTI	TX	
54808	COVENANT GROUP	4515 SETON CTR PARKWAY	STE 215		AUSTIN	TX	
42785	CPG ALAMO HEIGHTS	156 WEST SUNSET	STE 200		SAN ANTONIO	TX	
42786	CPG ALICE OBGYN ASSOCIATES	2510 E MAIN ST	STE 106		ALICE	TX	
42787	CPG BEAUMONT FAMILY MEDICINE	3030 NORTH ST	STE 420		BEAUMONT	TX	
48399	CPG CHRISTUS FAMILY BAYSIDE	3817 S PADRE ISLAND			CORPUS CHRISTI	TX	
42809	CPG COASTAL BEND FAMILY MED	5802 SARATOGA BLVD	STE 150		CORPUS CHRISTI	TX	
42790	CPG FAM HEALTH CTR WEST SIDE	4617 GREENWOOD DR			CORPUS CHRISTI	TX	
46387	CPG FAM MED - PORT NECHES	2246 NALL ST			PORT NECHES	TX	
42791	CPG FAM MED ACAD CTR CENTRAL	2606 HOSPITAL BLVD	STE B		CORPUS CHRISTI	TX	
42792	CPG FAM MED ACAD CTR SOUTH	5920 SARATOGA BLVD	STE 110		CORPUS CHRISTI	TX	
42793	CPG FAM MED BULVERDE	19851 STATE HWY 46 W	STE 201		SPRING BRANCH	TX	
42795	CPG FAM MED MEDICAL CTR	2833 BABCOCK RD	TOWER II STE 203		SAN ANTONIO	TX	
42796	CPG FAM MED N NEW BRAUNFELS	955 LOOP 337			NEW BRAUNFELS	TX	
42797	CPG FAM MED NEW BRAUNFELS	730 N HOUSTON AVENUE			NEW BRAUNFELS	TX	
42807	CPG FAM MED WESTOVER HILLS	11212 STATE HIGHWAY 151	MEDICAL PLZ I STE 300		SAN ANTONIO	TX	
42798	CPG GEORGE WEST FAM MED CTR	801 HOUSTON ST			GEORGE WEST	TX	
42806	CPG INTERNAL MED ASSOCIATES	2510 E MAIN ST	STE 104		ALICE	TX	
42799	CPG JASPER MEM SURGICAL ASSOCI	2014 S WHEELER ST	STE 170		JASPER	TX	
42802	CPG JASPER MEMORIAL KIRBYVILLE	205 E LAVIELLE ST			KIRBYVILLE	TX	
42805	CPG KINGSVILLE OBGYN ASSOCIATE	1311 E GENERAL CAVAZOS BLVD	STE 305		KINGSVILLE	TX	
42808	CPG MATERNAL FETAL MEDICINE	5920 SARATOGA BLVD	STE 540		CORPUS CHRISTI	TX	
42803	CPG POINT OF LIGHT CLINIC	3828 HUGHES CT	STE 207		DICKINSON	TX	
43808	CPG PORT ARTHUR	8445 MEMORIAL BLVD	STE 500		PORT ARTHUR	TX	
42767	CPG PREVENTATIVE MED OF SE TX	5875 N MAJOR DR			BEAUMONT	TX	
42768	CPG QUICK CARE LUMBERTON	151 COUNTRY LANE DRIVE			LUMBERTON	TX	
42769	CPG QUICKCARE NEW BOSTON	910 JAMES BOWIE DR			NEW BOSTON	TX	
42804	CPG SE TX RHEUM ASSOCIATES	3030 N ST	STE 450		BEAUMONT	TX	
42771	CPG SHORELINE ORTHOPEDICS	613 ELIZABETH ST	STE 804		CORPUS CHRISTI	TX	

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LOCATION	LOCATION_NAME	LOCATION_ADDR1	LOCATION_ADDR2	LOCATION_ADDR3	LOCATION_CITY	LOCATION_STATE	LOCATION_ZIP
42772	CPG SOUTH TEXAS ENT AND ALLRGY	5920 SARATOGA BLVD	STE 425		CORPUS CHRISTI	TX	
42773	CPG SPOHN ORTHO TRAUMA	2606 HOSPITAL BLVD	7TH FLOOR		CORPUS CHRISTI	TX	
42774	CPG SPOHN WOMENS CARE CTR	5920 SARATOGA BLVD	STE 540		CORPUS CHRISTI	TX	
42776	CPG ST MICHAEL CANCR TRTMT CTR	2600 ST MICHAEL DR			TEXARKANA	TX	
42777	CPG ST MICHAEL CARDIOTHOR SURG	2604 ST MICHEAL DR	STE 425		TEXARKANA	TX	
42778	CPG ST MICHAEL ENDOCRINOLOGY	2602 ST MICHAEL DR	STE 201B		TEXARKANA	TX	
42779	CPG ST MICHAEL PULM SLEEP MED	2602 ST MICHAEL DR	STE 203		TEXARKANA	TX	
43447	CPG ST MICHAEL SURG ASSOCIATES	1920 GALLERIA OAKS DR			TEXARKANA	TX	
42781	CPG ST MICHAEL WOMENS HEALTH	2604 ST MICHAEL DR	STE 410		TEXARKANA	TX	
42782	CPG SURGICAL ASSOCIATES	191 N UNION AVE			NEW BRAUNFELS	TX	
67607	CPG TRINITY CLINIC RICHMOND RD	919 HIDDEN RDG			IRVING	TX	
42783	CPG URGENT CARE PORTLAND	311 BUDDY GANEM DR	STE A		PORTLAND	TX	
42784	CPG WESTOVER HILLS ORTHO	11212 STATE HWY 151	STE 250		SAN ANTONIO	TX	
60057	CYPRESS FAIRBANKS	10655 STEEPLETOP DR			HOUSTON	TX	
17382	DABAS CANCER INSTITUTE PA	12501 JUDSON ROAD SUITE 102			SAN ANTONIO	TX	
64457	DALLAS HSC COC	10030 N MACARTHUR BLVD			IRVING	TX	
64456	DALLAS HSC STAT COC	10030 N MACARTHUR BLVD			IRVING	TX	
40813	DALLAS MEDICAL CENTER	SEVEN MEDICAL PARKWAY			DALLAS	TX	
40782	DALLAS PAIN RELIEF CENTER	5944 W PARKER RD	STE 300		PLANO	TX	
29804	DALLAS PAS BILLING	7777 FOREST LANE			DALLAS	TX	
66068	DAN L DUNCAN CANCER CENTER	7200 CAMBRIDGE STREET	7TH FLOOR		HOUSTON	TX	
30644	DEL SOL MEDICAL CENTER	10301 GATEWAY WEST			EL PASO	TX	
29831	DEL SOL MEDICAL CENTER PAS	10301 GATEWAY WEST			EL PASO	TX	
22963	DELL CHILDRENS MEDICAL CENTER	4900 MUELLER BLVD			AUSTIN	TX	
31081	DELL CHILDRENS MEDICAL CENTER	4900 MUELLER BLVD			AUSTIN	TX	
56170	DELL MEDICAL CTR UNIV TEXAS	1500 RED RIVER STREET			AUSTIN	TX	
38884	DEPAUL CENTER	301 LONDONDERRY DR			WACO	TX	
47897	DETAR HOSPITAL NAVARRO	506 EAST SAN ANTONIO STREET			VICTORIA	TX	
47898	DETAR HOSPITAL NORTH	506 EAST SAN ANTONIO STREET			VICTORIA	TX	
44643	DIGESTIVE HEALTH SPECIALISTS	1720 S BECKHAM AVE			TYLER	TX	
62004	DOCTORS HOSPITAL LAREDO CBO	10700 MCPHERSON RD			LAREDO	TX	
08909	DR MARY HARR	7940 FLOYD CURL SUTIE 630			SAN ANTONIO	TX	78229
10219	DR TERRY GAGE	4102 24TH STREET 404			LUBBOCK	TX	79410
10220	DR WOLCOTT AND LINDER	4321 MARSHA SHARP FWY			LUBBOCK	TX	79407
67581	DRM BUSINESS HEALTH	3110 PARK CENTER DR			TYLER	TX	
67583	DRM PT	3110 PARK CENTER DR			TYLER	TX	
03035	DRS NEELY, FICHTEL, & KINGMAN	4410 MEDICAL DRIVE #600			SAN ANTONIO	TX	78229
22192	DUBUIS HOSPITAL OF BEAUMONT	2830 CALDER AVENUE 4TH FLOOR			BEAUMONT	TX	
33699	EL PASO CHILDRENS HOSPITAL	4845 ALAMEDA AVE			EL PASO	TX	
47058	EL PASO HEART CENTER	101 RIM DRIVE			EL PASO	TX	
47274	EL PASO SPECIALTY PHYSICIANS	3100 N LEE TREVINO DR			EL PASO	TX	
17534	EL PASO SPECIALTY HOSPITAL	1755 CURIE DRIVE SUITE A			EL PASO	TX	79902
59377	ENCOMPASS BRYAN	1600 JOSEPH DR	STE 2000		BRYAN	TX	
55999	ENCOMPASS HEALTH ARLINGTON	3200 MATLOCK RD			ARLINGTON	TX	
48311	ENCOMPASS HEALTH CITYVIEW	6701 OAKMONT BLVD			FT WORTH	TX	
48312	ENCOMPASS HEALTH FT WORTH	6701 OAKMONT BLVD			FT WORTH	TX	
40608	ENCOMPASS HEALTH PLANO	2800 W 15TH ST			PLANO	TX	

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LOCATION	LOCATION_NAME	LOCATION_ADDR1	LOCATION_ADDR2	LOCATION_ADDR3	LOCATION_CITY	LOCATION_STATE	LOCATION_ZIP
55844	ENCOMPASS MF REHAB	HEALTHSOUTH TYLER	3131 TROUP HWY		TYLER	TX	
41540	ENCOMPASS OF MIDLAND ODESSA	1800 HERITAGE BLVD			MIDLAND	TX	
57604	ENCOMPASS RIOSA	9119 CINNAMON HL			SAN ANTONIO	TX	
55759	ENCOMPASS ROUND ROCK	1400 HESTERS CROSSING RD			ROUND ROCK	TX	
54298	ENCOMPASS TEXARKANA	515 W 12TH ST			TEXARKANA	TX	
23435	ENNIS REGIONAL MEDICAL CENTER	2201 WEST LAMPASAS			ENNIS	TX	
53384	ETMC CLARKSVILLE	3000 W MAIN ST			CLARKSVILLE	TX	
44480	ETMC FAMILY CLINIC PITTSBURG	2701 HWY 271 N			PITTSBURG	TX	
44486	ETMC HOSPITAL PITTSBURG	2701 US HWY 271 NORTH			PITTSBURG	TX	
44485	ETMC HOSPITAL QUITMAN	117 WINNSBORO STREET			QUITMAN	TX	
44484	ETMC HOSPITAL GILMER	712 N WOOD			GILMER	TX	
44736	ETMC MOUNT VERNON	500 HIGHWAY 37 SOUTH			MOUNT VERNON	TX	
65458	ETSI	3110 PARK CENTER DR			TYLER	TX	
31653	FAM PRAC ASSOC CORPUS CHRISTI	3301 S ALAMEDA ST	STE 201		CORPUS CHRISTI	TX	
67094	FAMILY FIRST EXPRESS CARE	1295 S HIGHWAY 183	SUITE A		LEANDER	TX	
21461	FAMILY MEDICINE OF TEXAS PA	6300 WEST PARKER ROAD	SUITE 225		PLANO	TX	
56465	FIRST CHOICE EMERGENCY ROOMS	2941 SOUTH LAKE VISTA DR	STE 200		LEWISVILLE	TX	
56464	FIRST TEXAS HEALTH CARROLLTON	1401 E TRINITY MILLS RD			CARROLLTON	TX	
56466	FIRST TEXAS HOSPITAL CY FAIR	1717 ELDRIDGE PKWY			HOUSTON	TX	
47111	FNDN SURGICAL HOSP OF EL PASO	1416 GEORGE DIETER DR			EL PASO	TX	
62005	FORT DUNCAN REG MED CTR CBO	3333 N FOSTER MALDONADO BLVD			EAGLE PASS	TX	
44647	FORT DUNCAN REGIONAL MEDICAL	333 N FOSTER MALDONADO BLVD			EAGLE PASS	TX	
61639	FREEDOM URGENT CARE PLLC	300 W CENTRAL TEXAS EXPY	STE 115		HARKER HEIGHTS	TX	
64176	GENOTOX LABORATORIES	2170 WOODWARD ST	SUITE 100		AUSTIN	TX	
65862	GENOTOX LABORATORIES REMOTE	2170 WOODWARD STREET	SUITE 100		AUSTIN	TX	
64990	GOOD SHEP MED ASSOCS CARDIO	700 E MARSHALL AVE			LONGVIEW	TX	
64989	GOOD SHEP MED CTR RADIOLOGY	700 E MARSHALL AVE			LONGVIEW	TX	
59184	GOOD SHEPHERD MARSHALL	811 S WASHINGTON AVE			MARSHALL	TX	
59609	GOOD SHEPHERD MEDICAL ASSOCS	700 E MARSHALL AVE			LONGVIEW	TX	
58754	GOOD SHEPHERD MEDICAL CENTER	700 E MARSHALL AVE			LONGVIEW	TX	
67124	GRANBURY EYE CLINIC	1201 MEDICAL PLAZA CT			GRANBURY	TX	
30646	GREEN OAKS HOSPITAL	10030 N MACARTHUR BLVD			IRVING	TX	
55883	GRIMES ST JOSEPH HEALTH CTR	210 S JUDSON ST			NAVASOTA	TX	
40439	GUADALUPE REGIONAL MED CTR	1215 E COURT ST			SEGUIN	TX	
61764	GUADALUPE REGIONAL MED GRP	1215 E COURT ST			SEGUIN	TX	
34224	HALO FLIGHT	1843 FM 665 RD			CORPUS CHRISTI	TX	
25612	HARLINGEN MEDICAL CENTER	5501 S EXPRESSWAY 77			HARLINGEN	TX	
65962	HARRINGTON BREAST CENTER	1310 WALLACE BLVD			AMARILLO	TX	
64533	HARRINGTON CANCER CENTER	1500 WALLACE BLVD			AMARILLO	TX	
30654	HCA HOUSTON CLEARLAKE	8101 WEST SAM HOUSTON PKWY S	SUITE 100 ATTN HEALTHPORT		HOUSTON	TX	
26464	HCA HOUSTON CONROE	8101 WEST SAM HOUSTON PKWY S	SUITE 100 ATTN HEALTHPORT		HOUSTON	TX	
30659	HCA HOUSTON KINGWOOD	8101 WEST SAM HOUSTON PKWY S	SUITE 100 ATTN HEALTHPORT		KINGWOOD	TX	
64761	HCA HOUSTON MAINLAND	6801 EMMETT F LOWRY EXPY			TEXAS CITY	TX	
60058	HCA HOUSTON MEDICAL CENTER	1313 HERMANN DR			HOUSTON	TX	
62152	HCA HOUSTON NORTH CYPRESS	21214 NORTHWEST FWY			CYPRESS	TX	
60056	HCA HOUSTON NORTHWEST	710 CYPRESS CREEK PKWY			HOUSTON	TX	
45152	HCA HOUSTON PEARLAND	8101 WEST SAM HOUSTON PARKWAY	SOUTH, SUITE 100		HOUSTON	TX	

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30653	HCA HOUSTON SOUTHEAST	8101 WEST SAM HOUSTON PKWY S	SUITE 100 A TTN HEALTHPORT		HOUSTON	TX	
47307	HCA HOUSTON TOMBALL	605 HOLDERRIETH BOULEVARD			Tomball	TX	
26557	HCA HOUSTON WEST	8101 WEST SAM HOUSTON PKWY S	SUITE 100 A TTN HEALTHPORT		HOUSTON	TX	
44850	HCA TEXAS PAS	335 CROSSING BLVD			ORANGE PARK	TX	
56562	HEALTHBRIDGE CHILDRENS HOUSTON	2929 WOODLAND PARK DR			HOUSTON	TX	
41336	HEALTHSOUTH REHAB OF BEAUMONT	3340 PLAZA 10 BLVD			BEAUMONT	TX	
48283	HEALTHSOUTH TEXARKANA	515 W 12TH ST.			TEXARKANA	TX	
43326	HEART AND VASCULAR INSTITUTE O	215 E QUINCY ST	STE 427		SAN ANTONIO	TX	
35117	HEART AND VASC INST OF TX NCENT	225 E SONTERRA BLVD	STE 200		SAN ANTONIO	TX	
41605	HEART CLINIC	500 E RIDGE RD	STE 300		MCALLEN	TX	
35134	HEART CLINIC OF SA N CENTRAL	502 MADISON OAK	STE 310		SAN ANTONIO	TX	
32068	HEART HOSPITAL OF AUSTIN	3801 NORTH LAMAR BOULEVARD			AUSTIN	TX	
54859	HEART PLACE	16980 DALLAS PKWY	STE 200		DALLAS	TX	
35118	HEART VASC INST OF TX SEGUIN	944 SOUTH HIGHWAY 123	2ND FLOOR		SEGUIN	TX	
35128	HEART VASCULAR INST OF TX MAIN	1933 NE LOOP 410	GREENSPPOINT BUILDING		SAN ANTONIO	TX	
35121	HEART VASCULAR INST OF TX NW	21 SPURS LANE	STE 330		SAN ANTONIO	TX	
38270	HENDRICK CANCER CENTER	301 CYPRESS STREET SUITE 630			ABILENE	TX	
38269	HENDRICK CARDIOLOGY CONSULTANT	301 CYPRESS STREET SUITE 630			ABILENE	TX	
44914	HENDRICK CARDIOVASCULAR SURG	301 CYPRESS STREET SUITE 630			ABILENE	TX	
42111	HENDRICK CISCO MEDICAL CLIN	301 CYPRESS STREET SUITE 630			ABILENE	TX	
42110	HENDRICK EASTLAND CLINIC	301 CYPRESS STREET SUITE 630			ABILENE	TX	
38274	HENDRICK FAMILY MEDICINE	301 CYPRESS STREET SUITE 630			ABILENE	TX	
38273	HENDRICK GENERAL SURGERY	301 CYPRESS STREET SUITE 630			ABILENE	TX	
38278	HENDRICK INTERNAL MEDICINE	301 CYPRESS STREET SUITE 630			ABILENE	TX	
69215	HENDRICK MEDICAL CENTER SOUTH	6250 US HIGHWAY 83			ABILENE	TX	
38276	HENDRICK NEUROLOGY	301 CYPRESS STREET SUITE 630			ABILENE	TX	
38272	HENDRICK OBGYN	301 CYPRESS STREET SUITE 630			ABILENE	TX	
40524	HENDRICK PULMONOLOGY	301 CYPRESS STREET SUITE 630			ABILENE	TX	
38277	HENDRICK RHEUMATOLOGY	301 CYPRESS STREET SUITE 630			ABILENE	TX	
38275	HENDRICK SLEEP	301 CYPRESS STREET SUITE 630			ABILENE	TX	
41048	HENDRICK UROLOGY	301 CYPRESS STREET SUITE 630			ABILENE	TX	
38271	HENDRICKPEDIATRICOPHTHALMOLOGY	301 CYPRESS STREET SUITE 630			ABILENE	TX	
46862	HIGHLANDS REHABILITATION HOSP	1395 GEORGE DIETER DR			EL PASO	TX	
56262	HILL COUNTRY PRIMARY CARE	205 W WINDCREST ST	STE 130		FREDERICKSBURG	TX	
23762	HILL REGIONAL HOSPITAL	101 CIRCLE DRIVE			HILLSBORO	TX	
62051	HILL REGIONAL HOSPITAL ROIP	101 CIRCLE DR			HILLSBORO	TX	
64455	HOUSTON HSC COC	8101 W SAM HOUSTON PKWY S			HOUSTON	TX	
64454	HOUSTON HSC STAT COC	8101 W SAM HOUSTON PKWY S			HOUSTON	TX	
63738	HOUSTON METHODIST AUDIT REQ.	6565 FANNIN ST			HOUSTON	TX	
60660	HOUSTON METHODIST BUSINESS OFC	6565 FANNIN ST			HOUSTON	TX	
21296	HOUSTON METHODIST CLEAR LAKE H	18300 HOUSTON METHODIST DR			HOUSTON	TX	
38283	HOUSTON METHODIST HOSPITAL	6565 FANNIN ST			HOUSTON	TX	
43272	HOUSTON METHODIST HOSPITAL CBO	1707 SUNSET BLVD			HOUSTON	TX	
59821	HOUSTON METHODIST HOSPITAL DIS	6565 FANNIN ST			HOUSTON	TX	
63739	HOUSTON METHODIST MAIN REQ	6565 FANNIN ST			HOUSTON	TX	
45311	HOUSTON METHODIST ST JOHN	2035 SPACE PARK DRIVE			NASSAU BAY	TX	
43058	HOUSTON METHODIST WILLOWBROOK	18220 STATE HIGHWAY 249			HOUSTON	TX	

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48427	HOUSTON PAS	8101 WEST SAM HOUSTON PKWY SO	SUITE 100		HOUSTON	TX	
11991	HUNT REGIONAL MEDICAL CENTER	4215 JOE RAMSEY BLVD			GREENVILLE	TX	
31468	HUNT REGIONAL MEDICAL CENTER	4215 JOE RAMSEY BLVD			GREENVILLE	TX	
44649	INFECTIOUS DISEASE OF EAST TX	3200 TROUP HWY	STE 310		TYLER	TX	
31940	INTERMEDIX	6243 W IH 10 SUITE 555			SAN ANTONIO	TX	
35136	INTERNAL MEDICINE OF STONE OAK	19272 STONE OAK PKWY	STE 105		SAN ANTONIO	TX	
50840	IRM Laurel Ridge Trement TX	17720 Corporate Woods Drive			San Antonio	TX	
25500	JOHN PETER SMITH HOSPITAL	1500 S MAIN ST			FORT WORTH	TX	
34408	JPS CLINIC ROUTE	1500 S MAIN STREET			FORT WORTH	TX	
43541	K MART PHARMACY TX	3333 BEVERLY RD			HOFFMAN ESTATES	TX	
23537	KELLUM MEDICAL GROUP	7323 MARRACH RD 104			SAN ANTONIO	TX	
38068	KIRKWOOD MEDICAL ASSOCIATES	4001 PRESTON AVE	STE 110		PASADENA	TX	
40663	KNAPP MEDICAL CENTER	1401 E 8TH ST			WESLACO	TX	
47515	LAKE GRANBURY MED CTR	1310 PALUXY RD			GRANBURY	TX	
62617	LAKE POINTE WOMENS CENTER	6900 SCENIC DR			ROWLETT	TX	
47308	LAREDO MED CENTER	1700 E SAUNDERS			LAREDO	TX	
53679	LAREDO MED CENTER RADIOLOGY	1700 E SAUNDERS ST			LAREDO	TX	
30648	LAS PALMAS MEDICAL CENTER	1801 NORTH OREGON STREET			EL PASO	TX	
29830	LAS PALMAS MEDICAL CENTER PAS	1801 NORTH OREGON			EL PASO	TX	
65024	LONGVIEW OCCUP MEDICINE CLINIC	3202 N FOURTH ST	SUITE 100		LONGVIEW	TX	
38172	LONGVIEW ORTHOPEDIC CLINIC	323 E HAWKINS PKWY	STE A		LONGVIEW	TX	
47419	LONGVIEW REGIONAL MED CENTER	PO BOX 14000			LONGVIEW	TX	
28290	LUBBOCK SPORTS MEDICINE	4110 22ND PLACE			LUBBOCK	TX	
35122	MADISON SQUARE PSYCHIATRY SPEC	311 CAMDEN	STE 404		SAN ANTONIO	TX	
55885	MADISON ST JOSEPH HEALTH CTR	110 W CROSS STREET			MADISONVILLE	TX	
30205	MATAGORDA GENERAL HOSPITAL	104 7TH STREET			BAY CITY	TX	
55080	MATLOCK OBGYN	515 W MAYFIELD RD	STE 200		ARLINGTON	TX	
29813	MED CENTER OF ARLINGTON PAS	3301 MATLOCK RD			ARLINGTON	TX	
35143	MEDFIRST ALAMO HEIGHTS CLINIC	5929 BROADWAY			SAN ANTONIO	TX	
40811	MEDFIRST BROOK HOLLOW	16088 SAN PEDRO	STE 115		SAN ANTONIO	TX	
35140	MEDFIRST CASTLE HILLS CLINIC	2241 NW MILITARY HWY	STE 200		SAN ANTONIO	TX	
56000	MEDFIRST HAUSMAN CLINIC	8230 N LOOP 1604 WEST	STE 218		SAN ANTONIO	TX	
35127	MEDFIRST NE PRIMARY CARE CLIN	2130 NE LOOP 410	STE 325		SAN ANTONIO	TX	
35141	MEDFIRST OVERLOOK CLINIC	26112 OVERLOOK PARKWAY	STE 1100		SAN ANTONIO	TX	
35142	MEDFIRST SCHERTZ CLINIC	16977 IH 35 NORTH	STE 210		SCHERTZ	TX	
35126	MEDFIRST SOUTHEAST CLINIC	3327 RESEARCH PLAZA	SUITE 303		SAN ANTONIO	TX	
35137	MEDFIRST STONE OAK CLINIC	19272 STONE OAK PKWY	STE 106		SAN ANTONIO	TX	
35130	MEDFIRST WESTOVER HILLS CLINIC	3903 WISEMAN BLVD	STE 100		SAN ANTONIO	TX	
45564	MEDICAL CITY ALLIANCE	10030 N MACARTHUR BLVD			IRVING	TX	
45837	MEDICAL CITY ALLIANCE PAS	3101 N TARRANT PKWY			FORT WORTH	TX	
30649	MEDICAL CITY ARLINGTON	10030 N MACARTHUR BLVD			IRVING	TX	
30645	MEDICAL CITY DENTON	10030 N MACARTHUR BLVD			IRVING	TX	
29807	MEDICAL CITY DENTON PAS	3535 S IH 35			DENTON	TX	
30652	MEDICAL CITY FORT WORTH	10030 N MACARTHUR BLVD			IRVING	TX	
29810	MEDICAL CITY FORT WORTH PAS	900 EIGHTH AVENUE			FORT WORTH	TX	
57642	MEDICAL CITY FRISCO	10030 N MACARTHUR BLVD			IRVING	TX	
57760	MEDICAL CITY FRISCO PAS	5500 FRISCO SQUARE BLVD			FRISCO	TX	

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29812	MEDICAL CITY GREEN OAKS PAS	7808 CLODIUS FIELDS DRIVE			DALLAS	TX	
65070	MEDICAL CITY HEART AND SPINE	11970 N CENTRAL EXPY			DALLAS	TX	
30647	MEDICAL CITY LAS COLINAS	10030 N MACARTHUR BLVD			IRVING	TX	
29814	MEDICAL CITY LAS COLINAS PAS	6800 N MACARTHUR			IRVING	TX	
29815	MEDICAL CITY LEWISVILLE PAS	500 W MAIN			LEWISVILLE	TX	
30650	MEDICAL CITY MCKINNEY	10030 N MACARTHUR BLVD			IRVING	TX	
29805	MEDICAL CITY MCKINNEY PAS	4500 MEDICAL CENTER DRIVE			MCKINNEY	TX	
30651	MEDICAL CITY NORTH HILLS	10030 N MACARTHUR BLVD			IRVING	TX	
29816	MEDICAL CITY NORTH HILLS PAS	4401 BOOTH CALLOWAY RD			RICHLAND HILLS	TX	
25876	MEDICAL CITY OF DALLAS	10030 N MACARTHUR BLVD			IRVING	TX	
16218	MEDICAL CITY OF LEWISVILLE	10030 N MACARTHUR BLVD			IRVING	TX	
17153	MEDICAL CITY OF PLANO	10030 N MACARTHUR BLVD			IRVING	TX	
29811	MEDICAL CITY PLANO PAS	3901 WEST 15TH STREET			PLANO	TX	
57229	MEMORIAL MULTISPECIALTY ASSOC	1201 W FRANK AVE			LUFKIN	TX	
39742	MEMORIAL SE UT CV THORACIC SGY	6410 FANNIN	STE LL 100		HOUSTON	TX	
53025	Mesa Hills Specialty Hospital	2311 North Oregon Street			El Paso	TX	
30704	METHODIST AMBULATORY SURG HOSP	9150 HUEBNER ROAD	SUITE 100		SAN ANTONIO	TX	
30705	METHODIST HOSPITAL	10030 N MACARTHUR BLVD			IRVING	TX	
42090	METHODIST HOSPITAL SOUTH	1905 HWY 97 EAST			JOURDANTON	TX	
38282	METHODIST SAN JACINTO	4401 GARTH ROAD			BAYTOWN	TX	
30706	METHODIST SPECIALTY TRANSPLANT	10030 N MACARTHUR BLVD			IRVING	TX	
30707	METHODIST STONE OAK	10030 N MACARTHUR BLVD			IRVING	TX	
67598	METHODIST STONEOAK SEL REHAB	1139 E SONTERRA BLVD			SAN ANTONIO	TX	
38279	METHODIST SUGARLAND HOSPITAL	16655 SOUTHWEST FWY	STE 529		SUGAR LAND	TX	
32069	METHODIST TEXSAN HEART HOSP	6700 IH 10 WEST			SAN ANTONIO	TX	
38280	METHODIST WEST HOUSTON	18500 KATY FREEWAY			HOUSTON	TX	
30708	METROPOLITAN METHODIST HOSP	10030 N MACARTHUR BLVD			IRVING	TX	
28667	MISSION TRAIL BAPTIST HOSPITAL	3333 RESEARCH PLAZA			SAN ANTONIO	TX	
68313	NACOGDOCHES MEDICAL CENTER	4920 NE STALLINGS DR			NACAGDOCHES	TX	
45413	NACOGDOCHES MEMORIAL HOSPITAL	1204 N MOUND ST			NACOGDOCHES	TX	
25992	NAVARRO REGIONAL HOSPITAL	3201 W HWY 22			CORSICANA	TX	
56561	NEXUS SPECIALTY HOSPITAL	123 VISION PARK BLVD			SHENANDOAH	TX	
26293	NORTH AUSTIN MEDICAL CENTER	12221 MOPAC EXPRESSWAY NORTH			AUSTIN	TX	
28669	NORTH CENTRAL BAPTIST	520 MADISON OAK DR			SAN ANTONIO	TX	
12635	NORTH TX JOINT CARE	7777 FOREST LN STE C610			DALLAS	TX	
28668	NORTHEAST BAPTIST HOSPITAL	8811 VILLAGE DR			SAN ANTONIO	TX	
30709	NORTHEAST METHODIST HOSPITAL	10030 N MACARTHUR BLVD			IRVING	TX	
61796	NW TX HLTHCARE SYS CBO	1501 S COULTER ST			AMARILLO	TX	
02982	PALESTINE REGIONAL MEDICAL CTR	2900 SOUTH LOOP 256			PALESTINE	TX	75801
40547	PAMPA REGIONAL MEDICAL CENTER	1 MEDICAL PLAZA			PAMPA	TX	
65961	PANHANDLE SURGICAL HOSPITAL	7100 SW 9TH AVE			AMARILLO	TX	
35138	PARAGON FAMILY PRACTICE	1148 E COMMERCE ST			SAN ANTONIO	TX	
41045	PARKVIEW REGIONAL HOSPITAL	600 S BONHAM ST			MEXIA	TX	
35135	PEDIATRIC ORTHO AT STONE OAK	19026 STONE OAK PKWY	STE 100		SAN ANTONIO	TX	
32044	PEOPLES COMMUNITY CLINIC	2909 N INTERSTATE 35			AUSTIN	TX	
59396	PETERSON REGIONAL MEDICAL CTR	551 HILL COUNTRY DR			KERRVILLE	TX	
64532	PHYSICIANS SURGICAL HOSPITALS	7100 WEST 9TH AVE			AMARILLO	TX	

List of Texas Hospitals and Texas Clinics

LOCATION	LOCATION_NAME	LOCATION_ADDR1	LOCATION_ADDR2	LOCATION_ADDR3	LOCATION_CITY	LOCATION_STATE	LOCATION_ZIP
34995	PINNACLE PAIN MEDICINE	1444 NORTH CENTRAL EXPRESSWAY			MCKINNEY	TX	
34803	PINNACLE PAIN MEDICINE ARLING	800 W ARBROOK	STE 300		ARLINGTON	TX	
34673	PINNACLE PAIN MEDICINE AUSTIN	1600 W 38TH ST	STE 110		AUSTIN	TX	
44644	PRECISION SPINE CARE	1814 ROSELAND BLVD			TYLER	TX	
43136	PREMIER FAMILY PHYSICIANS	5625 EIGER RD	STE 200		AUSTIN	TX	
10389	PRESBYTERIAN HOSP OF DALLAS	8200 WALNUT HILL LANE			DALLAS	TX	75231
23471	PRESBYTERIAN HOSP OF DENTON	3000 I 35 NORTH			DENTON	TX	
12942	PRESBYTERIAN HOSPITAL OF PLANO	6200 WEST PARKER ROAD			PLANO	TX	75093
60876	PRIVIA PUCILLO FAMILY PRACTICE	1111 HIGHWAY 6	SUITE 40		SUGAR LAND	TX	
38522	PROVIDENCE HEALTH CENTER	6901 MEDICAL PARKWAY			WACO	TX	
36916	PROVIDENCE MEMORIAL HOSPITAL	2001 N OREGON ST			EL PASO	TX	
64426	PROVIDENCE TRANSMOUNTAIN CAMPU	2000 TRANSMOUNTAIN RD			EL PASO	TX	
65960	QUAIL CREEK HOSPITAL	6819 PLUM CREEK DR			AMARILLO	TX	
66077	QUAIL CREEK PHYSICAL THERAPY	6900 JOHN DAVID CIR			AMARILLO	TX	
61411	REG CLINICS LONGVIEW CARDIOLOG	709 HOLLYBROOK DR	STE G102		LONGVIEW	TX	
61410	REG CLINICS LONGVIEW CV SURG	707 HOLLYBROOK DR	STE G102		LONGVIEW	TX	
61409	REG CLINICS LONGVIEW FAM MED	709 HOLLYBROOK	STE G102		LONGVIEW	TX	
61408	REG CLINICS LONGVIEW INT MED	709 HOLLYBROOK	STE G102		LONGVIEW	TX	
61407	REG CLINICS LONGVIEW OBGYN	709 HOLLYBROOK	STE G102		LONGVIEW	TX	
61406	REG CLINICS LONGVIEW PERINATOL	709 HOLLYBROOK DR	STE G102		LONGVIEW	TX	
61405	REG CLINICS LONGVIEW PULMONOLO	709 HOLLYBROOK DR	STE G102		LONGVIEW	TX	
61403	REG CLINICS LONGVIEW QUICK	CARE	709 HOLLYBROOK STE G102		LONGVIEW	TX	
61404	REG CLINICS LONGVIEW UROLOGY	709 HOLLYBROOK	STE G102		LONGVIEW	TX	
47427	REG EMPLOYEE ASSISTANCE PROG	605 EAST SAN ANTONIO ST	STE. 310 E		VICTORIA	TX	
43057	RESOLUTE HEALTH HOSPITAL	555 CREEKSIDE XING			NEW BRAUNFELS	TX	
30664	RIO GRANDE REGIONAL HOSPITAL	8101 W SAM HOUSTON PKWY S	STE 100		HOUSTON	TX	
35139	RIVER CITY NEUROLOGY	8715 VILLAGE DR	STE 500		SAN ANTONIO	TX	
26256	ROUND ROCK MEDICAL CENTER	2400 ROUND ROCK AVE			ROUND ROCK	TX	
08450	S TX CTR PEDIATRIC CARE NC BAP	123 STONE OAK LOOP			SAN ANTONIO	TX	78258
08451	S TX CTR PEDIATRIC CARE SE	MISSION TRAIL MEDICAL PLAZA	3327 RESEARCH PLAZA 307		SAN ANTONIO	TX	78222
08452	S TX CTR PEDIATRIC CARE-E HOUS	1954 EAST HOUSTON #104			SAN ANTONIO	TX	78202
08453	S TX CTR PEDIATRIC CARE-SW GEN	94 BRIGGS AVENUE SUITE 400			SAN ANTONIO	TX	78242
53023	SAN ANGELO COMMUNITY HOSPITAL	3501 KNICKERBOCKER RD			SAN ANGELO	TX	
42470	SAN ANGELO COMMUNITY MED CTR	3501 KNICKERBOCKER RD			SAN ANGELO	TX	
64976	SAN ANTONIO HSC COC	10030 N MACARTHUR BLVD			IRVING	TX	
64975	SAN ANTONIO HSC STAT COC	10030 N MACARTHUR BLVD			IRVING	TX	
08240	SAN ANTONIO INTERNAL MEDICINE	1303 MCCULLOUGH 560			SAN ANTONIO	TX	78212
68665	SAN PAS	7700 FLOYD CURL DR			SAN ANTONIO	TX	
39246	SBSI NEUROSURGERY CEC	1400 N 135	STE 300		AUSTIN	TX	
39245	SBSI NEUROSURGERY ROUND ROCK	301 SETON PKWY	STE 402		ROUND ROCK	TX	
28983	SCENIC MOUNTAIN MEDICAL CENTER	1601 W 11TH PL			BIG SPRING	TX	
44921	SEEMA DAR MD	19284 STONE OAK PKWY	STE 102		SAN ANTONIO	TX	
46243	SETON BRAIN & SPINE	1600 W 38TH ST	STE 308		AUSTIN	TX	
59789	SETON CENTRAL	1301 W 38TH ST	GROUND LEVEL STE 1-C		AUSTIN	TX	
45963	SETON CHILDREN'S ENT CENTER	3705 MEDICAL PKWY STE 200			AUSTIN	TX	
31083	SETON EDGAR B DAVIS HOSPITAL	1345 PHILOMENA ST			AUSTIN	TX	
48343	SETON FOD AT HAYS	1180 SETON PKWY			KYLE	TX	

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LOCATION	LOCATION_NAME	LOCATION_ADDR1	LOCATION_ADDR2	LOCATION_ADDR3	LOCATION_CITY	LOCATION_STATE	LOCATION_ZIP
39259	SETON FOD AT LOCKHART	209 S CHURCH ST	STE B		LOCKHART	TX	
53309	SETON FOD DOCS BASTROP	441 HIGHWAY 71 W	STE C		BASTROP	TX	
53308	SETON FOD LOCKHART	209 S CHURCH ST	STE B		LOCKHART	TX	
53305	SETON FOD LULING	130 HAYS ST	STE D		LULING	TX	
53306	SETON FOD SMITHVILLE ADULT	1501 DOROTHY NICHOLS LN			SMITHVILLE	TX	
53307	SETON FOD SMITHVILLE PED'S	605 NE 9TH ST			SMITHVILLE	TX	
53304	SETON FOD STONE HILL	1512 TOWN CENTER DR	STE 100		PFLUGERVILLE	TX	
43626	SETON HEART INSTITUTE	1301 W 38TH ST	STE 400		AUSTIN	TX	
24797	SETON HIGHLAND LAKE HEALTH CEN	200 COUNTY ROAD 340A	SUITE 1A		BURNET	TX	
31082	SETON HIGHLAND LAKES HOSPITAL	3201 S WATER STREET			BURNET	TX	
45025	SETON HLTH SYS CARDON CASE MGT	601 E 15TH ST			AUSTIN	TX	
53241	SETON HLTH SYS PFS	1201 W 38TH ST			AUSTIN	TX	
53359	SETON LOCKHART FAM MED	300 S COMMERCE ST	STE B		LOCKHART	TX	
23154	SETON LOCKHART HEALTHCARE CTR	300 S COLORADO ST	STE A		LOCKHART	TX	
39733	SETON LULING FAMILY MED CLINIC	130 HAYS ST	STE B		LULING	TX	
64531	SETON MED CTR HARKER HTS	850 W CENTRAL TEXAS EXPY			HARKER HEIGHTS	TX	
31087	SETON MEDICAL CENTER	1201 WEST 38TH STREET			AUSTIN	TX	
31085	SETON MEDICAL CENTER HAYS	6001 KYLE PARKWAY			KYLE	TX	
31088	SETON MEDICAL CTR WILLIAMSON	201 SETON PARKWAY			ROUND ROCK	TX	
31090	SETON NORTHWEST HOSPITAL	11113 RESEARCH BLVD			AUSTIN	TX	
46567	SETON PAIN MANAGEMENT	11111 RESEARCH BLVD	STE 395		AUSTIN	TX	
45964	SETON PHYSICAL MEDICINE	1600 W 38TH STE 308			AUSTIN	TX	
43980	SETON PSS PED NEURO FAR WEST	6811 AUSTIN CENTER BLVD	STE 400		AUSTIN	TX	
31089	SETON SHOAL CREEK	3501 MILLS AVENUE			AUSTIN	TX	
38070	SETON SMITHVILLE REG HOSPITAL	800 EAST HWY 71			SMITHVILLE	TX	
31086	SETON SOUTHWEST HEALTHCARE CTR	7900 FM 1826			AUSTIN	TX	
43809	SETON TOTAL HEALTH	5555 N LAMAR BLVD	E 125		AUSTIN	TX	
37033	SIERRA MEDICAL CENTER	1625 MEDICAL CENTER DR			EL PASO	TX	
37034	SIERRA PROVIDENCE EAST MED CTR	3280 JOE BATTLE BLVD			EL PASO	TX	
39138	SIRPS EXECUTIVE CENTER	3724 EXECUTIVE CENTER DR	PROCTOR BUILDING 9 STE 115		AUSTIN	TX	
39136	SIRPS IH 35	1400 N INTERSTATE 35	STE 320		AUSTIN	TX	
39137	SIRPS ROUND ROCK	301 SETON PKWY	STE 402		ROUND ROCK	TX	
35144	SKINNER CLINIC	124 DALLAS ST			SAN ANTONIO	TX	
26559	SOUTH AUSTIN MEDICAL CENTER	901 WEST BEN WHITE BLVD			AUSTIN	TX	
08875	SOUTH TEXAS CENTER FOR PEDIATR	9150 HUEBNER RD STE 240			SAN ANTONIO	TX	78229
35123	SOUTH TEXAS COLORECTAL CENTER	311 CAMDEN	STE 501		SAN ANTONIO	TX	
62006	SOUTH TEXAS HEALTH SYS CBO	1400 W TRENTON RD			EDINBURG	TX	
32894	SOUTH TEXAS HEALTH SYSTEM	301 W EXPRESSWAY 83			MCALLEN	TX	
60806	SOUTH TEXAS REGIONAL METHODIST	1905 TEXAS 97			JOURDANTON	TX	
35124	SOUTH TEXAS SURGICAL GROUP	311 CAMDEN	STE 301		SAN ANTONIO	TX	
39734	SPECIALLY FOR CHILDREN	7715 CHEVY CHASE DR			AUSTIN	TX	
44654	SPINAL DIAGNOSTICS	1305 DOCTORS DR			TYLER	TX	
54385	SPINE NEUROSURGERY AUSTIN	2200 PARK BEND DR BLDG 2	STE 201		AUSTIN	TX	
44655	SPINE SPECIALISTS PA	1814 ROSELAND BLVD	STE 100		TYLER	TX	
39256	SPSS OPHTHALMOLOGY	11111 RESEARCH BLVD	STE 220		AUSTIN	TX	
21297	ST CATHERINE HOSPITAL	701 S FRY RD			KATY	TX	
26389	ST DAVIDS GEORGETOWN HOSPITAL	2000 SCENIC DRIVE			GEORGETOWN	TX	

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26294	ST DAVIDS MEDICAL CENTER	919 EAST 32ND ST			AUSTIN	TX	
56557	ST DAVIDS SURGICAL HOSPITAL	1201 W LOUIS HENNA BLVD			ROUND ROCK	TX	
56354	ST JOSEPH BARRON RD - TX	4007 VICTORIA AVE			COLLEGE STATION	TX	
56348	ST JOSEPH BRAZOS SURGICAL GR	2700 E 29TH ST	STE 310		BRYAN	TX	
56152	ST JOSEPH CALDWELL FAMILY MEDI	1103 WOODSON DR			CALDWELL	TX	
56146	ST JOSEPH ENT	2805 EARL RUDDER FWY S			COLLEGE STATION	TX	
56351	ST JOSEPH EXPRESS-BRENHAM - TX	110 HIGHWAY 290 W			BRENHAM	TX	
56145	ST JOSEPH EXPRESS-BRYAN	2010 E VILLA MARIA RD			BRYAN	TX	
56151	ST JOSEPH EXPRESS-COLLEGE STAT	4401 TEXAS 6 FRONTAGE RD			COLLEGE STATION	TX	
56352	ST JOSEPH EXPRESS-TEXAS AVE	1530 S TEXAS AVE			COLLEGE STATION	TX	
56344	ST JOSEPH FAMILY MEDICINE	110 US-290			BRENHAM	TX	
56150	ST JOSEPH FAMILY MEDICINE-29TH	2210 E 29TH ST			BRYAN	TX	
56144	ST JOSEPH FAMILY MEDICINE-HOLL	1512 HOLLEMAN DR			COLLEGE STATION	TX	
56353	ST JOSEPH FAMILY MEDICINE-NAVA	501 E WASHINGTON AVE			NAVASOTA	TX	
56147	ST JOSEPH FAMILY MEDICINE-UNIV	3201 UNIVERSITY DR E	STE 425		BRYAN	TX	
56345	ST JOSEPH FRANKLIN FAMILY MED	305 W GAY ST			FRANKLIN	TX	
56347	ST JOSEPH GENERAL & BARIATRIC	2700 E 29TH ST	STE 105		BRYAN	TX	
56346	ST JOSEPH LEXINGTON FAMILY MED	8465 N HIGHWAY 77			LEXINGTON	TX	
56143	ST JOSEPH NEUROLOGY-BRYAN - TX	4421 TEXAS 6 FRONTAGE RD			COLLEGE STATION	TX	
56343	ST JOSEPH NEUROSURGERY	8441 TX-47, STE. 4300			BRYAN	TX	
56149	ST JOSEPH NORMANGEE FAMILY MED	910 MAIN ST			NORMANGEE	TX	
56148	ST JOSEPH OCCUPATIONAL MEDICIN	2010 E VILLA MARIA RD			BRYAN	TX	
56342	ST JOSEPH ORTHOPEDIC ASSOCATE	2803 EARL RUDDER FWY S	STE 103		COLLEGE STATION	TX	
56153	ST JOSEPH PATIENT FINANCIAL SE	2016 ST. JOSEPH HEALTH SYSTEM			BRYAN	TX	
56350	ST JOSEPH PEDIATRICS-BRYAN	2901 E 29TH ST #123			BRYAN	TX	
56349	ST JOSEPH UROLOGY	2703 OSLER BLVD			BRYAN	TX	
67126	ST JOSEPHS BRYAN RADIOLOGY	2801 FRANCISCAN DR			BRYAN	TX	
46926	ST JOSEPHS HEALTH	PO BOX 211888			DALLAS	TX	
55882	ST JOSEPHS REG HEALTH CTR	2801 FRANCISCAN DR			BRYAN	TX	
28666	ST LUKES BAPTIST HOSPITAL	7930 FLOYD CURL DR			SAN ANTONIO	TX	
38757	ST LUKES BAYLOR MEDICAL CENTER	3100 MAIN ST STE 2D10			HOUSTON	TX	
34998	ST LUKES EPISCOPAL HOSPITAL	3100 MAIN ST STE 2D10			HOUSTON	TX	
35361	ST LUKES HOSP AT THE VINTAGE	20171 CHASEWOOD PARK DR			HOUSTON	TX	
35360	ST LUKES LAKESIDE HOSPITAL	17400 ST LUKES WAY			THE WOODLANDS	TX	
38755	ST LUKES LAKESIDE HOSPITAL	17400 ST LUKES WAY			THE WOODLANDS	TX	
54464	ST LUKES LAKESIDE HOSPITAL	17400 St Lukes Way			WOODLANDS	TX	
38752	ST LUKES PATIENTS MED CTR	4600 E SAM HOUSTON PKWY			PASADENA	TX	
54467	ST LUKES SUGAR LAND HOSP	1317 Lake Pointe Pkwy			SUGAR LAND	TX	
35359	ST LUKES SUGAR LAND HOSPITAL	1317 LAKE POINTE PARKWAY			SUGAR LAND	TX	
38754	ST LUKES SUGAR LAND HOSPITAL	1317 LAKE POINTE PARKWAY			SUGAR LAND	TX	
35129	ST LUKES SURGICAL CARE	7940 FLOYD CURL DR	STE 620 TOWER II		SAN ANTONIO	TX	
38756	ST LUKES THE VINTAGE HOSPITAL	20171 CHASEWOOD PARK DR			HOUSTON	TX	
54466	ST LUKES THE VINTAGE HOSPITAL	20171 Chasewood Park Dr			HOUSTON	TX	
54465	ST LUKES THE WOODLAND HOSP	17200 St Lukes Way			WOODLANDS	TX	
35358	ST LUKES THE WOODLANDS HOSP	17200 ST LUKES WAY			THE WOODLANDS	TX	
38753	ST LUKES THE WOODLANDS HOSP	17200 ST LUKES WAY			THE WOODLANDS	TX	
56154	ST. JOSEPHS HEARNE EXPRESS	1643 N MARKET ST			HEARNE	TX	

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35098	STAT SURGICAL	8715 VILLAGE DR	STE 608		SAN ANTONIO	TX	
55773	STONE OAK PEDIATRICS	540 OAK CENTRE DR	STE 200		SAN ANTONIO	TX	
35131	SUNSET CLINIC	303 W SUNSET RD	STE 101		SAN ANTONIO	TX	
40480	SURG SPECIALISTS OF CLEAR LAKE	450 MEDICAL CENTER BLVD	STE 600		WEBSTER	TX	
35132	SURGICAL ONC ASSOCI OF S TEXAS	8715 VILLAGE DR	STE 620		SAN ANTONIO	TX	
48573	TARRANT NEPHROLOGY	1000 W CANNON ST			FORT WORTH	TX	
67195	TENET HEALTHCARE	1150 HAYDEN DRIVE	SUITE 112		CARROLLTON	TX	
38325	TENET VALLEY BAPTIST BROWNS	2101 PEASE ST			HARLINGEN	TX	
32106	TEXAS CARDIAC ARRHYTHMIA	3000 N IH 35 SUITE 700			AUSTIN	TX	
29547	TEXAS CHILDRENS HOSPITAL	6621 FANNIN ST	A195.20		HOUSTON	TX	
59430	TEXAS CHILDRENS HOSPITAL LABOR	6621 FANNIN STREET A195 20			HOUSTON	TX	
62576	TEXAS HEALTH HUGULEY HOSP	11801 SOUTH FWY			BURLESON	TX	
48480	TEXAS HEALTHCARE AUDITS	2821 LACKLAND RD	STE 300		FORT WORTH	TX	
07074	TEXAS NEUROLOGY	6301 GASTON AVE 400 WEST TOWER			DALLAS	TX	75214
47180	TEXAS ONCOLOGY	1901 GRANDVIEW AVE			EL PASO	TX	
25908	TEXAS ORTHOPEDIC HOSPITAL	8101 WEST SAM HOUSTON PKWY S	SUITE 100 ATTN HEALTHPORT		HOUSTON	TX	
35024	TEXAS SPINE AND JOINT HOSPITAL	1814 ROSELAND BLVD			TYLER	TX	
25986	TEXOMA MEDICAL CENTER	5016 S US HWY 75			DENISON	TX	
61797	TEXOMA MEDICAL CENTER CBO	5016 S US HIGHWAY 75			DENISON	TX	
42134	TEXOMACARE BONHAM	2201 NORTH HIGHWAY 121			BONHAM	TX	
42139	TEXOMACARE FAMILY PRACTICE	5012 S US HIGHWAY 75	STE 300		DENISON	TX	
42135	TEXOMACARE GI	5012 S US HWY 75	STE 300		DENISON	TX	
42131	TEXOMACARE INTERNAL MEDICINE	5012 SOUTH US 75	STE 300		DENISON	TX	
42137	TEXOMACARE OBGYN DENISON	5012 S US HWY 75	STE 240		DENISON	TX	
42136	TEXOMACARE OBGYN SHERMAN	2907 OVERLAND TRAIL	STE 200		SHERMAN	TX	
42130	TEXOMACARE PEDIATRICS	5012 SOUTH US 75	STE 300		DENISON	TX	
42126	TEXOMACARE SPECIALTY CARDIO	5012 SOUTH US 75	STE 100		DENISON	TX	
42129	TEXOMACARE SPECIALTY ORTHOSURG	5012 SOUTH US 75	STE 285		DENISON	TX	
42128	TEXOMACARE SPECIALTY PODIATRY	5012 SOUTH US 75	STE 285		DENISON	TX	
42138	TEXOMACARE URGENT CARE	3126 W FM 120			DENISON	TX	
42132	TEXOMACARE WHITESBORO	308 CHARLIE DRIVE			WHITESBORO	TX	
42127	TEXOMACARE-CARDIOTHORACIC SURG	5012 SOUTH US 75	STE 230		DENISON	TX	
48209	TOMBALL REG HOSP BOC	605 HOLDERRIETH			TOMBALL	TX	
53604	TOMBALL REG MED CTR RADIOLOGY	605 HOLDERRIETH BLVD			TOMBALL	TX	
60805	TOMBALL REGIONAL	605 HOLDERRIETH BLVD			TOMBALL	TX	
56560	TOUCHSTONE NEURORECOVERY CTR	9297 WAHRENBERGER RD			CONROE	TX	
30529	TY CHILDRENS HOSP BUSINESS OFC	6621 FANNIN STREET #A195.20			HOUSTON	TX	
40269	TYLER CARDIOVASC CONSULTANTS	2608 MCDONALD RD			TYLER	TX	
44656	TYLER OBGYN OLYMPIC PLAZA	700 OLYMPIC PLAZA CIR	STE 602		TYLER	TX	
67489	UMC OF EL PASO YSLETA AUDITS	300 S ZARAGOZA RD			EL PASO	TX	
16818	UNIV OF TX M D ANDERSON CENTER	1155 PRESSLER BLVD	UNIT 1209		HOUSTON	TX	77030
47092	UNIVERSITY BEHAV HLTH EL PASO	1900 DENVER AVE			EL PASO	TX	
03658	UNIVERSITY MED CTR OF EL PASO	4815 ALAMEDA AVENUE			EL PASO	TX	79905
44657	UROLOGY OF TYLER	700 OLYMPIC PLAZA CIR	STE 700		TYLER	TX	
41047	UROLOGY SAN ANTONIO	7909 FREDRICKSBURG	STE 110		SAN ANTONIO	TX	
45183	USAP PAIN DR EDWARDS	21212 NORTHWEST FWY	STE 525		CYPRESS	TX	
45181	USAP PAIN DR KANG	1740 W 27TH ST	ST 100		HOUSTON	TX	

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45184	USAP PAIN DR SKARIBAS	777 S FRY RD	STE 208		KATY	TX	
65958	UT CLINICS	1000 S BECKHAM AVE			TYLER	TX	
65959	UT CLOSED HOSPITALS	1000 S BECKHAM AVE			TYLER	TX	
64466	UT HEALTH ATHENS	2000 SOUTH PALESTINE ST			ATHENS	TX	
64467	UT HEALTH CARTHAGE	409 COTTAGE RD			CARTHAGE	TX	
40518	UT HEALTH CENTER TYLER	11937 US HWY 271			TYLER	TX	
65843	UT HEALTH E TX HOPE CANCER CTR	721 CLINIC DR	STE A		TYLER	TX	
64468	UT HEALTH HENDERSON	300 WILSON ST			HENDERSON	TX	
64469	UT HEALTH JACKSONVILLE	501 S RAGSDALE ST			JACKSONVILLE	TX	
64470	UT HEALTH PITTSBURG	2701 US 271 NORTH			PITTSBURG	TX	
64471	UT HEALTH QUITMAN	117 N WINNSBORO ST			QUITMAN	TX	
64472	UT HEALTH REHAB HOSPITAL	117 N WINNSBORO ST			QUITMAN	TX	
64473	UT HEALTH SPECIALTY HOSPITAL	1000 S BECKHAM AVE			TYLER	TX	
64474	UT HEALTH TYLER	1000 S BECKHAM AVE			TYLER	TX	
41382	UT MD ANDERSON CANCER CENTER	1515 HOLCOMBE BLVD			HOUSTON	TX	
22645	UT PHYSICIANS GROUP	6410 FANNIN	STE LL 135		HOUSTON	TX	
39878	UT PHYSICIANS GROUP	6410 FANNIN	STE LL 135		HOUSTON	TX	
66050	UTH PFS BUSINESS OFFICE	1000 S BECKHAM AVE			TYLER	TX	
66051	UTH PHY HENDERSON RHC	1000 S BECKHAM AVE			TYLER	TX	
66049	UTH PHYSICIANS FRANKSTON RHC	1000 S BECKHAM AVE			TYLER	TX	
66072	UTHEALTH PHYS JACKSONVILLE RHC	901 TURTLE CREEK DR			TYLER	TX	
66076	UTHEALTH PHYS MINEOLA RHC	901 TURTLE CREEK DR			TYLER	TX	
66074	UTHEALTH PHYS PITTSBURG RHC	901 TURTLE CREEK DR			TYLER	TX	
66075	UTHEALTH PHYS QUITMAN RHC	901 TURTLE CREEK DR			TYLER	TX	
66071	UTHEALTH PHYS RUSH RHC	901 TURTLE CREEK DRIVE			TYLER	TX	
66046	UTHEALTH PHYSICIANS CARTHAGE	1000 S BECKHAM AVE			TYLER	TX	
66047	UTHEALTH PHYSICIANS CARTHAGEII	1000 S BECKHAM AVE			TYLER	TX	
66048	UTHEALTH PHYSICIANS CARTHAGEIII	1000 S BECKHAM AVE			TYLER	TX	
38326	VALLEY BAPTIST MEDICAL CENTER	2101 PEASE ST			HARLINGEN	TX	
41598	VALLEY CARE CLINIC ALTON	500 RIDGE RD	STE 300		MCALLEN	TX	
42569	VALLEY CARE CLINIC EDINBURG	1200 S 10TH			EDINBURG	TX	
41599	VALLEY CARE CLINIC MCALLEN	500 RIDGE RD	STE 300		MCALLEN	TX	
41600	VALLEY CARE CLINIC MISSION	500 E RIDGE RD	STE 300		MCALLEN	TX	
41915	VALLEY CARE CLINIC RESIDENTS	205 E TORONTO			MCALLEN	TX	
41603	VALLEY CARE CLINIC SURGERY	500 RIDGE RD	STE 300		MCALLEN	TX	
41601	VALLEY CARE CLINIC WESLACO	500 RIDGE RD	STE 300		MCALLEN	TX	
30666	VALLEY REGIONAL MEDICAL CENTER	8101 W SAM HOUSTON PKWY SOUTH	SUITE 100		HOUSTON	TX	
41594	VCC EDINBURG ENT	500 RIDGE RD	STE 300		MCALLEN	TX	
41596	VCC INFECTIOUS DISEASE TRAUMA	500 E RIDGE RD	STE 300		MCALLEN	TX	
41592	VCC OB GYN MCALLEN	500 E RIDGE RD	STE 300		MCALLEN	TX	
31990	WAL MART STORES INC TX	702 SOUTHWEST 8TH STREET			BENTONVILLE	TX	
41906	WALNUT HILL MEDICAL CENTER	7515 GREENVILLE AVE			DALLAS	TX	
60807	WEATHERFORD	713 E. ANDERSON ST			WEATHERFORD	TX	
47010	WEATHERFORD REG MED CTR	713 E Anderson St			Weatherford	TX	
62646	WEATHERFORD REG MED CTR PAS	713 E ANDERSON ST			WEATHERFORD	TX	
60467	WEATHERFORD REGIONAL MED CTR	713 E ANDERSON ST			WEATHERFORD	TX	
04237	WILSON N JONES REGIONAL MED CT	500 N HIGHLAND AVE			SHERMAN	TX	

List of Texas Hospitals and Texas Clinics

LOCATION	LOCATION_NAME	LOCATION_ADDR1	LOCATION_ADDR2	LOCATION_ADDR3	LOCATION_CITY	LOCATION_STATE	LOCATION_ZIP
26363	WISE HEALTH SYSTEM	609 MEDICAL CENTER DR.			DECATUR	TX	
30667	WOMANS HOSPITAL OF TEXAS	8101 WEST SAM HOUSTON PKWY S	SUITE 100 ATTN HEALTHPORT		HOUSTON	TX	
63106	WOMEN CHILD HLTH CTR SP	LONGVIEW	402 N 7TH ST		LONGVIEW	TX	
67018	WOODLAND HEIGHTS AUDITS	505 S JOHN REDDITT DR			LUFKIN	TX	
47344	WOODLAND HEIGHTS MED CENTER	505 S JOHN REDDITT DR	ATTN: ACCOUNTS PAYABLE		LUFKIN	TX	
51022	Woodland Heights Med CTR	505 S John Redditt Dr			Lufkin	TX	
34326	WOODLANDS N HOUSTON HEART CTR	411 LANTERN BEND	STE 100		HOUSTON	TX	

EXHIBIT B

NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT

DATE:

Marc Browne and Terri Adley, individually and on behalf of all others similarly situated v. Ciox Health, LLC, Case No. 4:19-cv-00667, pending in the United States District Court for the Eastern District of Texas, Sherman Division

**If you paid certain fees for medical records to
Ciox Health, LLC
a class action may affect your or your clients' rights.**

**A COURT IN TEXAS AUTHORIZED THIS NOTICE.
THIS IS NOT A SOLICITATION FROM A LAWYER.**

**READ THIS NOTICE CAREFULLY.
YOU MAY BENEFIT FROM READING THIS NOTICE.**

You received notice of this class action because you requested medical records from certain medical provider(s) in Texas during the applicable time period and were charged by Ciox Health, LLC ("Ciox") more than the applicable Electronic Rate in connection with a Qualifying Request (the "Disputed Fee Amount").

This notice is to inform you about a class action lawsuit (the "Action") and a proposed class settlement (the "Settlement") that the Court has held it will likely be able to approve. The Court has not ruled on the merits of Plaintiffs' claims, and there is no determination of wrongdoing or liability against Ciox or in favor of Plaintiffs. By settling this lawsuit, Ciox is not admitting, and expressly denies, that it has done anything wrong, but Ciox has agreed, as part of the Settlement only, to reimburse all or part of the Disputed Fee Amount paid in connection with a Qualifying Request for electronic copies of medical records. The Disputed Fee Amount is the total dollar amount paid more than the total applicable Electronic Rate in connection with a Qualifying Clinic Request or Qualifying Hospital Request, as these terms are defined in the Settlement Agreement. The Electronic Rate means the applicable Clinic Electronic Rate as set in accordance with the Texas Administrative Code, 22 TAC §165.2 and/or the applicable Hospital Electronic Rate as set in accordance with Health and Safety Code, §241.154(e). The applicable Clinic Electronic Rate and Hospital Electronic Rate effective at various time periods is further defined in the Settlement Agreement.

The Court has held it likely will be able to certify a Settlement Class of all Persons with Qualifying Requests made between September 13, 2015 through and including [DATE] who fall within Settlement Subclass A and Settlement Subclass B. Excluded from the Settlement Class are: (i) Ciox, any predecessor, subsidiary, sister and/or merged companies, and all of the present or past directors, and officers of Ciox, (ii) any and all Persons that paid for the requested copies of medical records pursuant to a specific pricing agreement or rate different from the applicable Electronic Rate, and (iii) the Judge signing the Final Approval Order and Judgment or any judge or justice who considers the Action on appeal or remand (if applicable), and the current spouse and all other persons within the third degree of consanguinity to such judges/judices.

- **Settlement Subclass A** means all Persons who, on one or more occasions during the Class Period: (i) sought copies of medical records from a Texas Clinic(s) or Texas Hospital(s), or had the copies of medical records requested by some other Person pursuant to their authorization, (ii) specifically requested, in the applicable request letter, that the copies of medical records be delivered in electronic format, (iii) were charged more than the applicable Electronic Rate, (iv) subsequently paid Ciox more than the applicable Electronic Rate, and (v) were not reimbursed by Ciox for the Disputed Fee Amount.

- **Settlement Subclass B** means all Persons who, on one or more occasions during the Class Period: (i) sought copies of medical records from a Texas Clinic(s) or Texas Hospital(s), or had the copies of medical records requested by some other Person pursuant to their authorization, (ii) did not request, in the applicable request letter, that the copies of medical records be delivered in electronic format, but otherwise received electronic copies of the medical records via the Ciox eDelivery Portal pursuant to their registration for the same, (iii) were charged more than the applicable Electronic Rate, (iv) subsequently paid Ciox more than the applicable Electronic Rate, and (v) were not reimbursed by Ciox for the Disputed Fee Amount.
- A listing of the Texas Hospitals and Texas Clinics is attached as Exhibit A to the Settlement Agreement.
- If you were reimbursed by your client(s) for the Disputed Fee Amount by deduction from settlement proceeds or otherwise, then your client(s) is the member of the Settlement Class. If you were not reimbursed by your client(s) for the Disputed Fee Amount, then you are the member of the Settlement Class. To the extent you have multiple Qualifying Requests that qualify for complete or partial reimbursement under this Settlement, you may be the member of the Settlement Class as to some and your client(s) may be the member of the Settlement Class as to others.

This Settlement is conditional upon final approval by the Court. There is no money available now but your legal rights and/or the legal rights of your client(s) are affected, and you and your client(s) have a choice to make now.

Unless expressly defined herein, any capitalized term shall have the meaning given to it in the Definitions set forth in the Settlement Agreement, a copy of which is available on the Settlement Webpage.

YOU AND/OR YOUR CLIENTS' LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT:	
SUBMIT PROOF(S) OF CLAIM	<p>Stay in this lawsuit. Submit Proof(s) of Claim. Await the outcome. Give up certain rights.</p> <p>By submitting Proof(s) of Claim, you and/or your client(s) keep the possibility of getting money or benefits that may come pursuant to the Settlement Agreement. But, you give up any rights to sue Ciox or the other Released Parties separately about the legal claims in this Action. If you do nothing, you give up any rights to sue Ciox or the other Released Parties separately about the legal claims in this Action and you give up any rights to compensation from the Settlement.</p>
ASK TO BE EXCLUDED	<p>Get out of this lawsuit. Get no benefits from it. Keep your rights.</p> <p>If you and/or your client(s) ask to be excluded from the Settlement, you and/or your client(s) will not share in any amounts paid pursuant to the Settlement or otherwise later awarded. But, you and/or your client(s) keep any rights to sue Ciox or the other Released Parties separately about the same legal claims in this lawsuit.</p>
OBLIGATION TO YOUR CLIENTS	<p>If you are receiving this notice, you may have clients on whose behalf you were acting. Under your potential ethical obligations, you must evaluate your clients' situations to determine if you or they are the members of the Settlement Class as to particular potentially Qualifying Requests, and for those Qualifying Requests as to which they are members of the Settlement Class, you must either submit Claim Forms on their behalf and/or advise them of their rights under this notice and Settlement.</p>

These rights and options – **and the deadlines to exercise them** – are explained in this notice and the Settlement Agreement. To ask to be excluded, you must act before **[DATE]**.

Any questions? Read on and visit www.CioxTexasClassSettlement.com

BASIC INFORMATION

1. Why did I get this notice?

You received this notice because Ciox's records show that you may have been charged and paid the Disputed Fee Amount in connection with one or more Qualifying Requests handled by Ciox between September 13, 2015, and **[DATE]**. Because you may have been acting on behalf of someone else when you requested electronic copies of the medical records, and because you may have been reimbursed for your request, you are obligated to advise your client(s) or customer(s) of this notice. If you were reimbursed, the person or entity who reimbursed you may be entitled to recovery, and may be affected by the outcome in this case. If you were not reimbursed, you may be entitled to recovery and may be affected by the outcome in this case.

The Honorable Judge Amos L. Mazzant, III of the U.S. District Court for the Eastern District of Texas, Sherman Division, is overseeing this Action. The lawsuit is known as *Marc Browne and Terri Adley, individually and on behalf of all others similarly situated v. Ciox Health, LLC, Case No. 4:19-cv-00667*.

2. What is this lawsuit about and who are the Plaintiffs?

The Plaintiffs in this action are Marc Browne and Teri Adley. The Court it has found it will likely be able to hold that their claims are typical of the claims of the Settlement Class and that they have adequately represented the Settlement Class and that thus it will likely be able to appoint them to serve as Class Representatives.

Plaintiffs in this Action claim that Ciox violated Texas law by charging the Disputed Fee Amounts for electronic copies of medical records. Ciox expressly denies that the Disputed Fee Amounts charged violated Texas law. You can read the Complaint at www.CioxTexasClassSettlement.com.

BENEFITS UNDER THE PROPOSED SETTLEMENT

3. What is the Payment to Class Members?

Under the proposed Settlement, and subject to final Court approval, Ciox has agreed to pay up to \$1,850,000.00 to pay Class Members, reimburse Class Counsel for their attorneys' fees and expenses incurred in bringing this suit and obtaining this settlement, pay Service Awards to the Class Representatives to compensate them for their time and effort in bringing this suit and obtaining this settlement, and pay the Settlement Administrator for its work and expenses in delivering notice to, processing the claims of, and delivering payments to the Class.

The Class Representatives intend to ask the Court to award them a Service Award of \$2,500.00 each to compensate them for their time and effort in bringing this Action and obtaining this Settlement. Ciox has agreed not object to this request. The total Service Award of \$5,000.00 will be paid out of the Settlement Fund prior to any payments to Class Members who timely submit a Valid Claim.

The fees and expenses of the Claims Administrator necessary to effectuate the Settlement will be paid out of the Settlement Fund prior to any payments to Class Members who timely submit a Valid Claim.

Ciox will reimburse the Class Members who fall into Settlement Subclass A who timely submit a Valid Claim 100% of the amount of the Disputed Fee Amount less the percentage of the \$1,850,000.00 the Court awards to Class Counsel to reimburse them for their fees and expenses. Ciox will reimburse the Class Members who fall into Settlement Subclass B who timely submit a Valid Claim 50% of the amount of the Disputed Fee Amount less the percentage of the \$1,850,000.00 the Court awards to Class Counsel to reimburse them for their fees and expenses. In the event the reimbursements to the Class Members who timely submit Valid Claims exceeds \$1,850,000.00 less the Attorneys' Fees and Costs, Class Representative Service Awards Awards and Claims Administrator Fees and Expenses awarded by the Court, such reimbursements to the Class Members will be paid on a pro rata basis.

The Court has found that it likely will be able to approve the Settlement is fair, reasonable, and adequate.

A Claim Form is available and can be completed and submitted on the Settlement Webpage: www.CioxTexasClassSettlement.com. The Settlement Webpage also includes instructions for completing and submitting the Claim Form online and for mailing it in written form to the Claims Administrator. You may submit claims on behalf of your client(s) or yourself as appropriate.

YOUR RIGHTS AND OPTIONS

You and/or your client(s) have to decide whether to stay in the Settlement Class or ask to be excluded, and you and/or your client(s) have to decide this now.

4. What happens if I do nothing at all?

You cannot do nothing. You may have ethical obligations to notify your customer(s) or client(s) and/or to make claims on their behalf. If you or they choose to do nothing, you or they are staying in the Settlement Class and will not receive any compensation from the Settlement. If you stay in, you (on behalf of yourself or your client(s) or customers(s)) or your customer(s) or client(s) can complete one or more Claim Forms, which form is available on the Settlement Webpage. The Claim Form is also available by mailing a written request to the Claims Administrator: American Legal Claim Services, LLC, Browne v. Ciox Health, c/o Settlement Administrator, PO Box 23489, Jacksonville, FL 32241. You can submit Claim Forms on behalf of your customer(s) or client(s).

The Claim Form may be submitted electronically or mailed to the Claims Administrator. To be eligible for a recovery you must (a) be a Class Member; (b) not opt out of the Settlement; and (c) timely submit the Claim Form online or by mail. To be timely, the completed Claim Form must be received by the Claim Administrator either by completing the Claim Form online or by submitting it by mail postmarked no later than **[DATE]**. **Class Members who do not submit a timely Claim Form will not receive any payment under the Settlement, but the Settlement, including the Release of Claims contained therein, will be fully applicable to the Class Members, unless they have opted out of this Settlement.** Other information, including the Settlement Agreement and Preliminary Approval Order, is available on the Webpage.

For assistance in completing the Claim Form(s), you may contact the Claims Administrator to obtain information that will help you identify your and/or your client(s)'s potentially Qualifying Requests (including, but not limited to, invoice number(s), invoice date(s), patient name(s), name(s) of the Texas Hospital or Texas Clinic, and amount(s) paid).

Settlement Benefits are only available to the person who ultimately paid the Disputed Fee Award. Any dispute as to who is entitled to a recovery will be decided by the Claims Administrator.

5. What if I want to be excluded from the Settlement?

You and/or your customer(s) or client(s) have the right to choose not to be a member ("opt out") of the Settlement Class. If you opt out, you and/or your customer(s) or client(s) will not receive any Settlement Benefit, you and/or

your customer(s) or client(s) will not have any other rights under the Settlement Agreement, and you and/or your customer(s) or client(s) will not be bound by the Settlement Agreement.

If a Person decides to opt out, the Person must send a letter so stating to the (i) Claims Administrator, (ii) Class Counsel, and (iii) Defense Counsel **postmarked no later than [DATE]**. The letter must: (a) be signed by the Person; (b) include the full name and address of the Person requesting exclusion, the name of the patient(s) for whom the records were requested if the Person was not the patient, and the invoice number(s) associated with the request for records; (c) be timely postmarked and mailed to the address designated in the Class Notice; and (d) include the following statement: “I/we request to be excluded from the proposed class settlement in *Marc Browne and Terri Adley, individually and on behalf of all others similarly situated v. Ciox Health, LLC*, Case No. 4:19-cv-00667, pending in the United States District Court for the Eastern District of Texas, Sherman Division.” No request for exclusion will be honored as valid unless all the prerequisites described above are adhered to in full. For any Person who qualifies as a Class Member and who has more than one Qualifying Request, the exclusion request must specify each such Qualifying Request.

6. What if I want to object to the Settlement?

You and/or your customer or client have the right to object to all or any part of this proposed Settlement. Only Class Members can object. If you have opted out from the Settlement, you have no right to file or present an objection.

If you object to the terms of the Settlement, the proposed Class Representative Service Awards and/or the proposed award of attorneys’ fees and expenses to Class Counsel and want to submit an objection instead of simply excluding yourself from the Settlement Class, **you must (1) file an objection in writing with the Court, located at 101 E. Pecan Street, Sherman, Texas 75090 and (2) mail a copy of the objection to (i) Class Counsel: Scott R. Jeeves, The Jeeves Law Group, P.A., 2132 Central Avenue, St. Petersburg, FL 33712, (ii) Defense County: Tricia W. Macaluso, Bryan Cave Leighton Paisner LLP, 2200 Ross Avenue, Suite 3300, Dallas, Texas 752001, and (iii) the Claims Administrator: American Legal Claim Services, LLC, Browne v. Ciox Health, c/o Settlement Administrator, PO Box 23489, Jacksonville, FL 32241.**

A written objection must be filed no later than **[DATE]**. The objection must include: (a) proof of membership in the Settlement Class, including, but not limited to, the full name, address, phone number and email address (if applicable) of the Class Member, the name of the patient(s) for whom the records were requested, if the objecting Class Member is not the patient, and the invoice number(s) associated with the request(s) for records; (b) a detailed description of the legal and factual grounds for the objection; (c) all documents or writings that such Class Member desires the Court to consider; and (d) a statement of whether the objecting Class Member intends to appear at the Final Approval Hearing in person or through counsel. Any Class Member wishing to appear in person or through counsel at the Final Approval Hearing instead of just submitting a written objection must have stated such intention in a timely filed and served objection. Any Class Member who fails to object in the manner prescribed herein shall be deemed to have waived his or her objections and forever be barred from making any such objections in this Action. Please note that you must state ALL reasons why you believe the Settlement should not be approved.

THE LAWYERS REPRESENTING YOU

7. Do I have lawyers in this case and how will they be paid?

The Court has found that it will likely be able to find that the law firms of Jeeves Mandel Law Group, P.C., The Jeeves Law Group, P.C. and Craig R. Rothburd, P.A. are qualified and adequate to represent you and all Class Members. These lawyers are called “Class Counsel.” They are experienced in handling similar cases against other entities.

You and your client(s) do not have to pay anything directly to Class Counsel to pay them for their time and reimburse them for their out of pocket expenses expended in pursuing this Action and obtaining the Settlement. They will be

paid out of the Settlement Fund before payment to Settlement Class members. Class Counsel have agreed to request no more than 29% of the Settlement Fund or \$536,500.00 as attorneys' fees, and Ciox has agreed not to object to a request that does not exceed this amount. In addition, Class Counsel will request reimbursement of their reasonable out of pocket expenses not to exceed \$10,000.00 and Ciox has agreed not to object to a request that does not exceed this amount.

8. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want your own lawyer, you will have to pay that lawyer. For example, you can ask him or her to appear in Court for you if you want someone other than Class Counsel to speak for you.

FINAL APPROVAL HEARING

9. When will there be a Final Approval Hearing?

A final approval hearing will be held to determine whether the proposed Settlement should be finally approved by the Court as fair, reasonable and adequate, and to determine the amount of the Service Awards and Fee and Expense Award that should be awarded to Class Representatives and Class Counsel. At the hearing, the Court will consider any objections thereto.

The hearing is scheduled to take place on **[DATE]** at **[TIME]**, in the United States District Court for the Eastern District of Texas, Sherman Division at **[ADDRESS]**.

10. Do I have to attend the Final Approval Hearing?

YOU DO NOT HAVE TO SHOW UP AT THIS HEARING UNLESS YOU OBJECT TO THE SETTLEMENT AND WANT TO ASK THE COURT TO BE HEARD IN PERSON. Should you wish to object to the Settlement, you must comply with the objection process outlined in the Settlement Agreement.

11. What will happen if the Court approves the Settlement at the Final Approval Hearing?

If the Court enters an Order approving the Settlement at the Final Approval Hearing, among other things, Class Members will be bound by any final judgment entered by the Court and also bound by the release provisions of the Settlement Agreement. Please consult the Settlement Agreement available on the Settlement Webpage for the full terms of the release.

Upon Court approval of the Settlement Agreement, the Court shall enter a final judgment dismissing this Action with prejudice and fully and finally settling the claims in the Complaint as to all Class Members. Thereafter, Class Members will be barred from seeking further relief on any of the Released Claims.

GETTING MORE INFORMATION

12. Are there more details available?

Yes. If you have any inquiries regarding this Action or Settlement, you can visit the Settlement Webpage: www.CioxTexasClassSettlement.com or contact the Claims Administrator at mailing address: American Legal Claim Services, LLC, Browne v. Ciox Health, c/o Settlement Administrator, PO Box 23489, Jacksonville, FL 32241; email address: info@CioxTexasClassSettlement.com; or telephone: 1-800-641-9107. You can also contact Class Counsel: Scott R. Jeeves, The Jeeves Law Group, P.A., 2132 Central Avenue, St. Petersburg, FL 33712; email address: Cioxsettlement@jeeveslawgroup.com.

This notice provides only a summary of the case and basic terms of the proposed Settlement. For a complete copy of the Settlement Agreement, the Complaint, the Order Directing Sending of Notice to the Class and other documents related to the Action, please visit the Settlement Webpage. In order to see the complete case file you may visit the Court Clerk's office at 101 E. Pecan Street, Sherman, Texas 75090. The Clerk will make the files relating to this lawsuit available to you for inspection and copying at your own expense.

DO NOT CONTACT THE COURT, CIOX, OR DEFENSE COUNSEL ABOUT THIS NOTICE OR CASE. CIOX'S TELEPHONE REPRESENTATIVES ARE NOT AUTHORIZED TO VARY THE TERMS OF THIS NOTICE UNDER ANY CIRCUMSTANCES.

Dated: _____, 2022.

Issued at the Direction of:

Clerk of the United States District Court for the Eastern District of Texas, Sherman Division

EXHIBIT C

DocuSign Envelope ID: 27D34258-F563-4FB1-925B-29603EF4D189 Case No. 4:19-cv-00667, pending in the

THIS CARD ONLY PROVIDES LIMITED INFORMATION ABOUT THIS SETTLEMENT

Your rights or those of your client(s) may be affected by a proposed Settlement of claims against Defendant Ciox Health, LLC ("Ciox"). The Settlement would resolve a class action lawsuit in which Plaintiffs allege that certain Persons were overcharged for requested medical records. The Court has found that it will likely be able to certify a Settlement Class regarding claims asserted in the Action and approve the proposed Settlement. By settling, Ciox is not admitting, and expressly denies, that it has done anything wrong, but Ciox has agreed, only as part of the Settlement, to reimburse certain portions of the Disputed Fee Amount paid by the Settlement Class. You received this Notice because Ciox's records indicate that you or your client(s) may be member(s) of the Settlement Class.

The Settlement Class includes all Persons with Qualifying Requests made between September 13, 2015, through and including **[DATE]** who fall within Settlement Subclass A or Settlement Subclass B. **Settlement Subclass A** means all Persons who, on one or more occasions during the Class Period, (i) sought copies of medical records from a Texas Clinic(s) or Texas Hospital(s), or had the copies of medical records requested by some other Person pursuant to their authorization (ii) specifically requested, in the applicable request letter, that the copies of medical records be delivered in electronic format, (iii) were charged more than the applicable Electronic Rate, (iv) subsequently paid Ciox more than the applicable Electronic Rate, and (v) were not reimbursed by Ciox for the Disputed Fee Amount. **Settlement Subclass B** means all Persons who, on one or more occasions during the Class Period, (i) sought copies of medical records from a Texas Clinic(s) or Texas Hospital(s), or had the copies of medical records requested by some other Person pursuant to their authorization, (ii) did not request, in the applicable request letter, that the copies of medical records be delivered in electronic format, but otherwise received electronic copies of the medical records via the Ciox eDeliver Portal pursuant to their registration for the same, (iii) were charged more than the applicable Electronic Rate, (iv) subsequently paid Ciox more than the applicable Electronic Rate, and (v) were not reimbursed by Ciox for the Disputed Fee Amount. You can obtain complete information of the terms of the Settlement, including the complete definition of the Settlement Class and a listing of the Texas Hospitals and Texas Clinics by visiting the Settlement Webpage at www.CioxTexasClassSettlement.com.

The Settlement provides that members of the Settlement Class who timely submit a Valid Claim will receive a refund of a portion of the Disputed Fee Amount paid by the Class Member for each Qualifying Request. In addition, Ciox will pay a Service Award to the named Plaintiffs and a Fee Award for the attorneys' fees and costs, subject to court approval. To receive a payment under the Settlement, you must timely complete a Claim Form and submit it to the Claims Administrator electronically or by mail no later than **[DATE]**. You may obtain complete information about the Settlement (including the Settlement Agreement, Class Notice and Claim Form) and deadlines by visiting the Settlement Webpage, telephoning 1-800-641-9107, or writing the Claims Administrator at info@CioxTexasClassSettlement.com or ALCS, Browne v. Ciox Health, c/o Settlement Administrator, PO Box 23489, Jacksonville, FL 32241. You can contact the Claims Administrator for a list of potentially Qualifying Requests to assist you in completing the Claim Form(s).

If you or your client(s) do not wish to be a part of this Settlement, you or your client(s) may opt out of the Settlement. Unless you or your client(s) opt out, you or your client(s) will be bound by the Settlement and all Orders of the Court. To opt out you or your client(s) must mail your request in writing, postmarked no later than **[DATE]**, to the (i) Claims Administrator, (ii) Class Counsel, and (iii) Defense Counsel. Detailed information on how to opt out or object to the terms of the Settlement can be found on the Settlement Webpage. The court will conduct a hearing on whether to approve the Settlement and to determine what amount of fees and expenses should be awarded to class counsel and the named Plaintiffs. If you wish, you or your own lawyer may ask to appear and speak at the hearing at your own cost. The hearing is presently scheduled for **[DATE]** but may be reset by the Court or held electronically. Details as to the date, courtroom and/or electronic participation for the hearing will be made available and updated as necessary on the Settlement Webpage.

DocuSign Envelope ID: 27D34258-F563-4FB1-925B-29603EF4D189

Browne et al. v. Ciox Health, LLC
Class Action Settlement
American Legal Claim Services, LLC
c/o Settlement Administrator
PO Box 23489
Jacksonville, FL 32241

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

THE BACK OF THIS CARD PROVIDES A WEBSITE, TELEPHONE NUMBER, AND ADDRESS
WHERE YOU CAN OBTAIN INFORMATION IN ORDER TO SUBMIT A CLAIM FORM. THIS NOTICE ADVISES
YOU OF A PROPOSED CLASS ACTION SETTLEMENT.

THIS NOTICE MAY AFFECT YOUR LEGAL RIGHTS. PLEASE READ IT CAREFULLY.

Claim ID []
Passcode []

[BAR CODE CLAIM NUMBER]

[NAME]

[STREET]

[CITY, STATE ZIP]

[POSTAL BAR CODE]

EXHIBIT D

PROOF OF CLAIM

Marc Browne and Terri Adley, individually and on behalf of all others similarly situated v. Ciox Health, LLC, Case No. 4:19-cv-00667, pending in the United States District Court for the Eastern District of Texas, Sherman Division

If you are reviewing this Proof of Claim Form, you probably received and reviewed a “Notice of Pendency of Class Action and Proposed Settlement,” which more fully explains this Action and the terms of the tentative Settlement among the Parties therein. ***You may obtain a list of potentially eligible invoice(s) (including invoice number, invoice date, patient name, name of the Texas Hospital or Texas Clinic, and amount paid) from the Claims Administrator to assist in completing this Proof of Claim Form. For each potentially eligible invoice, you must submit a separate Proof of Claim Form.***

For you or your client(s) to be eligible to receive a settlement payment, you or your client(s) must be part of either Settlement Subclass A or Settlement Subclass B and must not have excluded yourself/themselves from the Settlement Class. If your client(s) reimbursed you for the Disputed Fee Amount through settlement proceeds or otherwise, your client(s) is the Settlement Class Member. If you were not reimbursed by your client(s) for the Disputed Fee Amount, then you are the Settlement Class Member. Whether for yourself or for your client(s), you must submit a separate Proof of Claim Form for each potentially eligible invoice.

The Disputed Fee Amount is the total dollar amount paid more than the total applicable Electronic Rate in connection with a Qualifying Clinic Request or Qualifying Hospital Request, as these terms are defined in the Settlement Agreement. The Electronic Rate means the applicable Clinic Electronic Rate as set in accordance with the Texas Administrative Code, 22 TAC §165.2 and/or the applicable Hospital Electronic Rate as set in accordance with Health and Safety Code, §241.154(e). The applicable Clinic Electronic Rate and Hospital Electronic Rate effective at various time periods are further defined in the Settlement Agreement.

Settlement Subclass A includes all Persons who, on one or more occasions during the Class Period: (i) sought copies of medical records from a Texas Clinic(s) or Texas Hospital(s), or had the copies of medical records requested by some other Person pursuant to their authorization, (ii) specifically requested, in the applicable request letter, that the copies of medical records be delivered in electronic format, (iii) were charged more than the applicable Electronic Rate, (iv) subsequently paid Ciox more than the applicable Electronic Rate, and (v) were not reimbursed by Ciox for the Disputed Fee Amount.

Settlement Subclass B includes means all Persons who, on one or more occasions during the Class Period (i) sought copies of medical records from a Texas Clinic(s) or Texas Hospital(s), or had the copies of medical records requested by some other Person pursuant to their authorization, (ii) did not request, in the applicable request letter, that the copies of medical records be delivered in electronic format, but otherwise received electronic copies of the medical records via the Ciox eDelivery Portal pursuant to their registration for the same, (iii) were charged more than the applicable Electronic Rate, (iv) subsequently paid Ciox more than the applicable Electronic Rate, and (v) were not reimbursed by Ciox for the Disputed Fee Amount.

Excluded from the Settlement Class are (i) Ciox, any predecessor, subsidiary, sister and/or merged companies, and all of the present or past directors, and officers of Ciox, (ii) any and all Persons that paid for the requested copies of medical records pursuant to a specific pricing agreement or rate different from the applicable Electronic Rate, and (iii) the Judge signing the Final Approval Order and Judgment, or any judge or justices who considers the Action on appeal or remand (if applicable) and the current spouse and all other persons within the third degree of consanguinity to such judges/justices.

Please review the Notice and Settlement Agreement carefully before filling out this form. Capitalized terms are defined in the Settlement Agreement.

As set forth in the Notice, for you or your client(s) to be eligible to receive a settlement payment, you or your client(s) must complete all required portions of this Proof of Claim Form for each potentially eligible invoice. This Proof of Claim Form must be completed, signed, and submitted electronically via the Settlement Webpage, www.CioxTexasClassSettlement.com **no later than [DATE]**, or mailed to the Claims Administrator at ALCS, Browne v. Ciox Health, c/o Settlement Administrator, PO Box 23489, Jacksonville, FL 32241 postmarked no later than **[DATE]**.

If you have any questions about completing this Proof of Claim Form, you may contact the Claims Administrator: by telephoning 1-800-641-9107 or emailing info@CioxTexasClassSettlement.com or Class Counsel: The Jeeves Law Group, P.A., 2132 Central Avenue, St. Petersburg, FL 33712 Cioxsettlement&jeeveslawgroup.com. **Do not contact the Court, Ciox or Defense Counsel for advice or information about this Settlement.**

It is your responsibility to make sure that your Proof of Claim Form(s) is timely received. The Parties and their attorneys cannot assume responsibility for Proof of Claim Forms that are not received. You should keep a copy of your completed Proof of Claim Forms for your records. **Proof of Claim Forms that do not comply with all requirements herein shall be deemed invalid.**

IMPORTANT INSTRUCTION: The “Claimant” to be identified below is the person to whom the settlement payment will be made if the Proof of Claim is validated. A Claimant may be a Patient or his/her personal representative, or any Non-Patient requestor, depending upon who ultimately paid the potentially eligible invoice. The Claimant and the person submitting this Claim may or may not be the same. Only one settlement payment will be made per invoice. In the event of a Claim by more than one individual or entity for an invoice, the Claims Administrator will determine who shall receive the payment.

To assist in the review of the Claim, please submit a copy of the request letter sent to the Texas Hospital or Texas Clinic in connection with the potentially eligible invoice.

This Proof of Claim Form can be filled out electronically at the Settlement Webpage: [\[LINK TO CLAIM FORM\]](#). Submitting the Proof of Claim Form via the Settlement Webpage will speed up processing and save you the cost of postage.

***** EVERYONE MUST COMPLETE THIS SECTION*****

From Front of Postcard Notice Received – Claim ID _____ **Passcode** _____

I. CLAIMANT INFORMATION

***First Name**

***Last Name**

***Mailing Address**

***City**

***State**

***Zip Code**

*** Category of Claimant:**

*** Last Four Digits of Patient's Social Security Number**

☐ Patient

☐ Attorney

☐ Professional Copy Service / Requestor Company ☐ Other

Telephone Number (Daytime) _____ **Telephone Number (Evening)** _____ **Telephone Number (Mobile)** _____

Fax Number

*** Email Address**

HOW SHOULD THE CLAIMANT BE PAID?

If the claim is accepted as valid and the Court grants final approval, the Claimant will receive a settlement payment. Choose the preferred method by which the Claimant should receive payment:

Select only one.

☐
☐

Send a check via U.S. mail

Send a credit to the Claimant's PayPal account – *Provide the sign-on name/e-mail address or phone number associated with the Claimant's PayPal account below*

☐

Send a credit to the Claimant's Venmo account - *Provide the sign-on name/e-mail address or phone number associated with the Claimant's Venmo account below*

☐

Send a credit to the Claimant's Zelle account - *Provide the sign-on name/e-mail address or phone number associated with the Claimant's Zelle account below*

☐

Send an electronic MasterCard – *Provide the email address for the Claimant to which the electronic MasterCard should be sent*

Name/E-Mail Address/ or telephone number used to sign on to the Claimant's PayPal or Venmo or Zelle Account or the email address to which the electronic MasterCard should be sent

Please write clearly and legibly.

PLEASE NOTE: IF NO PAYMENT SELECTION IS MADE, OR SIGN-ON INFORMATION IS INVALID, PAYMENT WILL BE MADE VIA PAPER CHECK

*** - Denotes Required Fields Above. Everything Below is Required.**

***** EVERYONE MUST COMPLETE THIS SECTION*****

PLEASE SELECT WHICH SELECTION APPLIES TO YOUR CLAIM

- ☐ I AM A NON-PATIENT (I.E., ATTORNEY, LAW FIRM, RECORDS REQUESTING COMPANY, OR INSURANCE COMPANY) SEEKING RECOVERY FOR MYSELF.
- ☐ I AM A NON-PATIENT SEEKING RECOVERY FOR THE PATIENT.
- ☐ I AM A PATIENT SEEKING RECOVERY FOR MYSELF.

I, _____ [NAME] certify, under penalty of perjury, the following:

1. Between September 13, 2015, and [DATE], I requested copies of medical records from a Texas Hospital or Texas Clinic, and either *[fill in the information in either (a) or (b) depending upon which is applicable to the invoice listed in No. 7(e) below; filling out both will invalidate this Proof of Claim]*:
 - a. I specifically requested, in the request letter, that the copies of medical records be delivered in electronic format and was charged \$_____ for those copies which I paid; **OR**
 - b. I did not request, in the request letter, that the copies of medical records be delivered in electronic format, but I received electronic copies of medical records via the Ciox eDelivery Portal and was charged \$_____ for those copies which I paid.
2. If I am completing this Proof of Claim Form, I, or someone on my behalf, either (i) specifically requested, in the request letter, that copies of medical records be delivered in electronic format, or (ii) did not request, in the request letter, that copies of medical records be delivered in electronic format but received electronic copies of medical records via the Ciox eDelivery Portal.
3. If I am a non-patient making a claim for myself, I certify that I have not previously been reimbursed by my client, Ciox or any other party, either directly or indirectly, for the claim set forth in this Proof of Claim Form. If I am a non-patient making a claim for a patient, I certify that I have been reimbursed by the patient for the claim set forth in this Proof of Claim Form and, to the best of my knowledge, the patient has not already been reimbursed by Ciox or any other party, either directly or indirectly, for the claim set forth in this Proof of Claim Form. If I am a patient making a claim on behalf of myself, I certify that I have not already been reimbursed by Ciox or any other party, either directly or indirectly, for the claim set forth in this Proof of Claim.
4. Neither I nor the patient, as applicable, has previously entered into a settlement for the claim set forth in this Proof of Claim Form.
5. Neither I nor the patient, as applicable, has assigned my/their claim to any person or been reimbursed by any other person, and to my knowledge no other person has submitted a Proof of Claim Form related to this claim.
6. I understand that the claim in this Proof of Claim Form may be audited for veracity and accuracy. I agree to provide in a timely manner any additional necessary information within my possession as requested by

the Claims Administrator to validate this claim, and I understand that this claim may be rejected if I fail to respond to a request by the Claims Administrator for additional information.

7. If I am completing this form on behalf of a firm, I have full authority to bind the firm.

8. Information regarding the potentially eligible invoice:

a. Patient Name:

b. Name of Person who requested the Records:

c. Relationship to Patient:

d. Texas Hospital or Texas Clinic:

e. Invoice Number:

f. If reimbursement should be sent by check to the Claimant, it should be sent to the following address:

To assist in the review of the Claim, please submit a copy of the request letter sent to the Texas Hospital or Texas Clinic in connection with the potentially eligible invoice.

☐ *By checking this box, I certify under penalty of perjury that the information provided on this Claim Form is true and correct.*

Dated _____

(Signature)

Name Printed

Title

Firm Name

Email Address

Phone Number

EXHIBIT E

and considering the settlement set forth in this Agreement; (d) it should approve the forms of Class Notice to be provided to the Settlement Class as described herein; (e) it should approve the form of the Proof of Claim to be provided to the Settlement Class as described herein; (f) the plan for disseminating Class Notice established pursuant to this Agreement constitutes the best notice practicable under the circumstances and satisfies the requirements of due process and Rule 23 of the Federal Rules of Civil Procedure; (g) it should direct that the Class Notice be disseminated in accordance with this Agreement; (h) it should establish a procedure for Persons in the Settlement Class to object to the settlement or exclude themselves from the Settlement Class, and set a date, no later than the final day of the Claim Period, after which no Person shall be allowed to object to the settlement, the Plaintiffs' requested Class Representative Service Awards, or Class counsel's requested Fee and Expense Award, or exclude himself or herself from the Settlement Class or seek to intervene in the Action; (i) it should, pending final determination of whether the settlement should be approved, order that all Persons in the Settlement Class, directly, or on a representative basis, or in any other capacity, are barred from commencing or prosecuting against any of the Released Parties any action, arbitration, or proceeding in any court, arbitration forum, or tribunal asserting any of the Released Claims; (j) it should, pending final determination of whether the settlement should be approved, stay all proceedings in the Action except those related to the effectuation of the settlement; and (k) it should set a date for a hearing to finally approve the Settlement Agreement (the "Final Approval Hearing").

THEREFORE, IT IS ORDERED THAT THE MOTION IS GRANTED AS FOLLOWS:

1. The Court has jurisdiction over the subject matter of this Action and personal jurisdiction over the Parties and the proposed Settlement Class, as defined below.
2. This Order incorporates by reference the definitions in the Settlement Agreement, and all capitalized terms used in this Order will have the same meanings as set forth in the Settlement Agreement, unless otherwise defined in this Order.

3. The Parties have agreed to, and the Court finds that it will likely be able to, certify the following “Settlement Class” for purposes of settlement only:

Settlement Subclass A: All Persons who, on one or more occasions during the Class Period, (i) sought copies of medical records from a Texas Clinic(s) or Texas Hospital(s), or had the copies of medical records requested by some other Person pursuant to their authorization, (ii) specifically requested, in the applicable request letter, that the copies of medical records be delivered in electronic format, (iii) were charged more than the applicable Electronic Rate, (iv) subsequently paid Ciox more than the applicable Electronic Rate, and (v) were not reimbursed by Ciox for the Disputed Fee Amount.

Settlement Subclass B: All Persons who, on one or more occasions during the Class Period, (i) sought copies of medical records from a Texas Clinic(s) or Texas Hospital(s), or had the copies of medical records requested by some other Person pursuant to their authorization, (ii) did not request, in the applicable request letter, that the copies of medical records be delivered in electronic format, but otherwise received electronic copies of the medical records via the Ciox eDelivery Portal pursuant to their registration for the same, (iii) were charged more than the applicable Electronic Rate, (iv) subsequently paid Ciox more than the applicable Electronic Rate, and (v) were not reimbursed by Ciox for the Disputed Fee Amount.

Excluded from the Settlement Class are: (i) Ciox, any predecessor, subsidiary, sister and/or merged companies, and all of the present or past directors, and officers of Ciox, (ii) any and all Persons that paid for the requested copies of medical records pursuant to a specific pricing agreement or rate different from the applicable Electronic Rate, and (iii) the Judge signing the Final Approval Order, the judge or justice considering the Action on appeal or remand (if applicable) and the current spouses and all other persons within the third degree of consanguinity to such judges/justices.

4. Based on the Court’s review of the Settlement Agreement and the Plaintiffs’ Motion, the Court finds that it will likely be able to hold that the class is so numerous that joinder would be impracticable, this Action presents common issues of law and fact that predominate over any individual questions, Plaintiffs’ claims are typical of the Settlement Class members’ claims, Plaintiffs and their counsel are adequate representatives of the Settlement Class, and a class action is superior to tens of thousands of individual lawsuits.

5. Based on the Court’s review of the Settlement Agreement, the Motion, the supporting memoranda, declarations of counsel, argument of counsel, and the entire record, the

Court finds that it will likely be able to approve the Settlement Agreement as fair, reasonable, and adequate.

6. The Court appoints Marc Browne and Terri Adley as Class Representatives and Roger L. Mandel and the law firm of Jeeves Mandel Law Group, P.C., 2833 Crockett St, Suite 135, Fort Worth, Texas 76107, Scott R. Jeeves and Kyle Woodford and the law firm of The Jeeves Law Group, P.A., 2132 Central Avenue, St. Petersburg, FL 33712, and Craig R. Rothburd and the law firm of Craig R. Rothburd, P.A., 320 W. Kennedy Boulevard, Suite 700, Tampa, FL 33606 as Class Counsel for the purposes of giving notice to the Settlement Class and presenting the proposed settlement to the Court for final approval.

7. The Court appoints American Legal Claim Services as Claims Administrator, which shall fulfill the functions, duties, and responsibilities of the Claims Administrator as set forth in the Settlement Agreement and this Order. By accepting this appointment, the Claims Administrator has agreed to the Court's jurisdiction solely for purposes of enforcement of the Claims Administrator's obligations under the Settlement Agreement.

8. The Claims Administrator shall cause the plan for giving notice to the proposed class set forth in the Agreement to be completed on or before thirty (30) days after the entry of this Order.

9. The Court approves the form, substance and requirements of: the Class Notice, Postcard Notice and the Proof of Claim Form attached to the Settlement Agreement as Exhibits C, D and E, and finds that the form, content, and mailing and distribution of the Class Notice, substantially in the manner and form set forth in the Settlement Agreement, along with the other components of the notice plan set forth in the Agreement (i) meets the requirements of all applicable laws and rules; (ii) is the best notice practicable under the circumstances and satisfies the requirements of due process and Rule 23 of the Federal Rules of Civil Procedure; (iii) constitutes due and sufficient notice that is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the existence and nature of the Action, of

the benefits and effect of the proposed Settlement (including the releases to be provided thereunder), of Class Counsel's intent to apply for an award of attorneys' fees and expenses, of their right to exclude themselves from the Class, of their right to object to the settlement and/or to Class Counsel's requested fees and expenses, and of their right to appear at the Final Approval Hearing; and (iv) constitutes due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement. Accordingly, the Court orders the parties and the Claims Administrator to give notice to the proposed class using the forms attached to the Agreement and pursuant to the procedures for giving notice set forth in the Agreement.

10. The Court further finds that the manner of providing for objections and exclusion requests to the Settlement specified in the Settlement Agreement is reasonable, appropriate, and satisfies the requirements of due process and applicable laws and rules.

11. The Court further finds that the procedure for Settlement Class members to submit claims is reasonable, appropriate, and satisfies the requirements of due process and applicable laws and rules. To be entitled to obtain the benefits set forth in the Agreement, Settlement Class Members must submit Valid Claim Forms as specified in the Agreement.

12. If the Effective Date does not occur, the Parties will be returned to their positions *status quo ante* with respect to the Action, for all litigation purposes, as if no settlement had been negotiated or entered into and thus this Order and all other findings or stipulations regarding the Settlement, including but not limited to, certification of the Settlement Class will be automatically void, vacated, and treated as if never filed.

13. The Court sets the following deadlines and hearing:

14. (a) [**DATE, 120 days from entry of this order**] is the deadline for Settlement Class members to file proofs of claims, objections and requests for exclusion;

15. (b) [**DATE, 150 days from entry of this order**] is the deadline for the parties to file a motion for certification of the Settlement Class and approval of the settlement and for Class Counsel to file their motion for attorneys' fees and expenses; and

16. (c) The Court will hold a Final Approval Hearing on [***DATE, no earlier than 180 days after entry of this order***] to determine whether the Settlement Class should be certified and the settlement set forth in the Agreement should be approved, and to rule upon Class Counsel's application for attorneys' fees and expenses.

17. Any Settlement Class Member who does not submit an objection in the manner provided in the Settlement Agreement shall be deemed to have waived any objection to the Settlement Agreement and shall forever be foreclosed from making any objection to certification of the Settlement Class, to the fairness, adequacy, or reasonableness of the Settlement Agreement, and to any attorneys' fees and cost reimbursements.

18. All proceedings in this Court with respect to the Action, other than those that are necessary to carry out, or incidental to carrying out, the terms and conditions of this Order, are stayed and suspended until further order of the Court.

19. Pending entry of the Final Approval Order and Judgment, Plaintiffs, Settlement Class members, and any person or entity allegedly acting on behalf of the Settlement Class, either directly, representatively, or in any other capacity, are preliminarily enjoined from commencing or prosecuting against the Released Parties any action or proceeding in any court or tribunal asserting any of the Released Claims; provided, however, that this injunction shall not apply to individual claims of any Settlement Class Members who timely exclude themselves in a manner that complies with this Order. This injunction is necessary to protect and effectuate the Settlement Agreement, this Order, and the Court's flexibility and authority to effectuate this Settlement Agreement and to enter judgment when appropriate and is ordered in aid of the Court's jurisdiction and to protect its judgments.

20. The Court retains jurisdiction over the Action and all matters arising out of or connected with the proposed Agreement. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing without further notice to Settlement Class members and retains jurisdiction to consider all further applications arising out of or connected with the Settlement

Agreement. The Court may approve or modify the Settlement Agreement without further notice to Settlement Class members.

IT IS SO ORDERED and signed by me this ____ day of _____, 2022.

The Honorable Judge Amos L. Mazzant III