

**IN THE STATE COURT OF CHATHAM COUNTY
STATE OF GEORGIA**

NICOLE M. COHEN, M.D., CHADWICK
HUGGINS, M.D., on behalf of themselves
and all others similarly situated,

Plaintiffs

v.

SMHA HEALTHCARE, INC. f/k/a
MEMORIAL HEALTH, INC.; SMHA
VENTURES, INC. f/k/a MPPG, INC.; and
SMHA HEALTHCARE CENTER, INC. f/k/a
MEMORIAL HEALTH UNIVERSITY
MEDICAL CENTER, INC., SMHA
CARDIOVASCULAR, LLC f/k/a
MEMORIAL CARDIOVASCULAR
CONSULTANTS, LLC; SMHA
CARDIOLOGY, INC. f/k/a MEMORIAL
SAVANNAH CARDIOLOGY, INC.

Defendants.

Civil Action No. STCV1801613

JURY TRIAL DEMANDED

**CONSENT MOTION TO GRANT PRELIMINARY APPROVAL OF THE CLASS
SETTLEMENT AND PROVIDE FOR NOTICE**

Plaintiffs, with the Defendants' consent, hereby move that the Court:

- (1) Grant preliminary approval of the Class Settlement Agreement [Exhibit A] subject to further hearing and determination under O.C.G.A § 9-11-23(e);
- (2) Schedule a final approval hearing which may be continued from time to time by Order of the Court, and without further notice to the Class;
- (3) Approve the proposed form of notice ("Settlement Notice") [Exhibit B];
- (4) Approve the proposed Distribution Plan [Exhibit C];

(5) Appoint a Settlement Administrator and direct the Settlement Administrator to mail the Settlement Notice to members of the Class;

(6) Find that the notice pursuant to the Class Settlement Agreement constitutes the best notice practicable under the circumstances, and that the Settlement Notice fully satisfies the requirements of due process and the Civil Practice Act;

(7) Set a date for dissemination of notice and deadlines for Class Members to opt-out of, or object to, the proposed settlement;

(8) Provide that any objection to the proposed Settlement shall be received and considered by the Court at the Final Approval Hearing only if the objection is filed, along with all supporting materials, with the Clerk of the Court within forty-five (45) calendar days following the mailing of the notice to Class Members; and

(9) Provide that the Released Claims of all settling plaintiffs shall be barred as of the entry of judgment.

For the Court's convenience, a proposed order is attached hereto.

Respectfully submitted this 5th day of June 2023.

/s/ Bradley M. Harmon

Shawn A. Kachmar
Bradley M. Harmon
Hunter, Maclean, Exley & Dunn, P.C.
P.O. Box 9848
200 East Julian Street
Savannah, GA 31412-9848
SKachmar@HunterMaclean.com
bharmon@huntermaclean.com

Henry M. Perlowski
Chesley S. McLeod
Arnall Golden Gregory LLP

/s/ Jason J. Carter

MICHAEL B. TERRY
Ga. Bar No. 702582
terry@bmelaw.com
JASON J. CARTER
Ga. Bar No. 141669
carter@bmelaw.com
PATRICK C. FAGAN
Ga. Bar No. 387016
fagan@bmelaw.com
NAVEEN RAMACHANDRAPP
Ga. Bar No. 422036
naveen@bmelaw.com

171 17th Street, NW, Suite 2100
Atlanta, Georgia 30363-1031
Phone: (404) 873-8684
henry.perlowski@agg.com
chesley.mcleod@agg.com

JANE D. VINCENT
Ga. Bar No. 380850
vincent@bmelaw.com
E. ALLEN PAGE
Ga. Bar No. 640163
page@bmelaw.com

BONDURANT MIXSON & ELMORE, LLP
1201 W. Peachtree St., N.W., Suite 3900
Atlanta, GA 30309-3417
Phone: (404) 881-4100
Facsimile: (404) 881-4111

JEFFREY R. HARRIS
Georgia Bar No. 330315
YVONNE S. GODFREY
Georgia Bar No. 318567
MARIA D. SAYERS
Georgia Bar No. 205713

HARRIS LOWRY MANTON LLP
401 East Broughton Street
Savannah, GA 31401
Telephone: (912) 651-9967
Facsimile: (912) 651-1276

CERTIFICATE OF SERVICE

I hereby certify that on this day I caused to be served a true and correct copy of the foregoing **PLAINTIFFS' UNOPPOSED MOTION TO GRANT PRELIMINARY APPROVAL OF THE CLASS SETTLEMENT AND PROVIDE FOR NOTICE** by filing same via the Odyssey e-file system which will send electronic notification of such filing to all counsel of record.

This 5th day of June 2023.

/s/ Jason J. Carter

JASON J. CARTER
Georgia Bar No. 141669

EXHIBIT A

**IN THE STATE COURT OF CHATHAM COUNTY
STATE OF GEORGIA**

NICOLE M. COHEN, M.D., Chadwick
Huggins, M.D., On behalf of themselves and
all others similarly situated,

Plaintiff

v.

SMHA HEALTHCARE, INC. f/k/a
MEMORIAL HEALTH, INC.; SMHA
VENTURES, INC. f/k/a MPPG, INC.; and
SMHA HEALTHCARE CENTER, INC. f/k/a
MEMORIAL HEALTH UNIVERSITY
MEDICAL CENTER, INC., SMHA
CARDIOVASCULAR, LLC f/k/a
MEMORIAL CARDIOVASCULAR
CONSULTANTS, LLC; SMHA
CARDIOLOGY, INC. f/k/a MEMORIAL
SAVANNAH CARDIOLOGY, INC.

Defendants.

Civil Action No. STCV1801613

JURY TRIAL DEMANDED

CLASS SETTLEMENT AGREEMENT

This agreement, dated April __, 2023, (“**Agreement**” or “**Settlement**”) is made and entered into by and among (a) Plaintiff NICOLE M. COHEN, M.D., individually and as the MPPG Class Representative (“**MPPG Class Representative**”), and Plaintiff CHADWICK HUGGINS, M.D., individually and as the putative representative of the Cardiologist Class (“**Cardiologist Class Representative**” and together with the MPPG Class Representative the “**Representative Plaintiffs**”), Defendants SMHA HEALTHCARE, INC. f/k/a MEMORIAL HEALTH, INC.; SMHA VENTURES, INC. f/k/a MPPG, INC.; and SMHA HEALTHCARE CENTER, INC. f/k/a

MEMORIAL HEALTH UNIVERSITY MEDICAL CENTER, INC., (collectively, “MPPG”), and SMHA CARDIOVASCULAR, LLC f/k/a MEMORIAL CARDIOVASCULAR CONSULTANTS, LLC and SMHA CARDIOLOGY, INC. f/k/a MEMORIAL SAVANNAH CARDIOLOGY, INC. (collectively the “**Cardiology Defendants**”) by and through their respective counsel, to settle the claims on behalf of the Class Representatives and all others similarly situated. Therefore, subject to approval by the Court, the Parties hereby stipulate and agree that the case, and the matters raised by the case, are settled, compromised, and dismissed on the terms and conditions set forth below.

TABLE OF CONTENTS

| | |
|---|----------|
| 1. Background | 4 |
| 1.1. Parties..... | 4 |
| 1.1.1. Named Parties | 4 |
| 1.1.2. Defendant Affiliates..... | 5 |
| 1.2. Factual Allegations | 6 |
| 1.3. Procedural History | 7 |
| 1.4. Status of Claims | 7 |
| 2. Class Overview | 8 |
| 2.1. Class Definition | 8 |
| 2.2. Subclass Definition - Cardiology..... | 8 |
| 2.3. Type of Class | 8 |
| 2.4. No Waiver..... | 9 |
| 3. Court Approval..... | 9 |
| 3.1. Conditional Dismissal of Appeal..... | 9 |
| 3.2. Amendment of Complaint..... | 9 |
| 3.3. Preliminary Approval..... | 10 |
| 3.3.1. Time to Submit Motion..... | 10 |
| 3.3.2. Content of Proposed Preliminary Approval Order | 10 |

| | |
|--|-----------|
| 3.3.3. Appointment of Settlement Administrator..... | 11 |
| 3.4. Notice and Opt-Out Period | 11 |
| 3.5. Fairness Hearing | 12 |
| 3.6. Final Order and Judgment..... | 12 |
| 3.6.1. If Settlement is Approved | 12 |
| 3.6.2. If The Court Denies Final Approval | 13 |
| 4. Defendants' Settlement Payment | 13 |
| 4.1. Settlement Amount | 13 |
| 4.2. Settlement Fund | 13 |
| 4.3. Bank Transfer Information | 14 |
| 4.4. Payment Schedule | 14 |
| 4.4.2. Preliminary Payment for Notice and Administration Costs | 14 |
| 4.4.3. Final Payment | 14 |
| 4.5. No Other Payment Obligations..... | 14 |
| 5. Plaintiffs' and Class's Release of Claims..... | 14 |
| 5.1. Released Claims..... | 15 |
| 5.2. Claims to Enforce Settlement | 16 |
| 6. Distribution of Settlement Fund..... | 16 |
| 6.1. Initial Deductions..... | 16 |
| 6.1.1. Fee and Expense Award for Class Counsel | 16 |
| 6.1.2. Administrative Costs for Settlement Administrator | 16 |
| 6.2. Payments to Class Members | 17 |
| 6.2.1. Distribution Plan | 17 |
| 6.2.2. Administrator's Follow Up Duty | 17 |
| 6.3. Unclaimed Funds | 17 |
| 7. Additional Provisions | 18 |
| 7.1. Entire, Binding Agreement | 18 |
| 7.2 Confidentiality | 18 |
| 7.3 Third-Party Communication | 18 |
| 7.4 Blow/Opt-Out Provision | 18 |
| 7.5 Continuing Jurisdiction | 19 |

1. Background

This case is a putative class action in which Representative Plaintiffs allege that the class members physicians are entitled to damages from the alleged termination of their employment agreements with certain of the Defendants. Defendants deny the allegations and any liability.

1.1. Parties

1.1.1. Named Parties

Representative Plaintiff NICOLE COHEN, M.D., is a Georgia resident and a physician previously employed by MPPG.

Defendant SMHA HEALTHCARE, INC. f/k/a MEMORIAL HEALTH, INC. is a Georgia nonprofit corporation with its principal office located at 425 W. New England Avenue, Suite 300, Winter Park, FL 32789.

Defendant SMHA VENTURES, INC. f/k/a MPPG, INC. is a Georgia corporation with its principal office located at 425 W. New England Avenue, Suite 300, Winter Park, FL 32789.

Defendant SMHA CARDIOVASCULAR, LLC f/k/a MEMORIAL CARDIOVASCULAR CONSULTANTS, LLC is a Georgia Limited Liability Company with its principal office located at 425 W. New England Avenue, Suite 300, Winter Park, FL 32789.

Defendant SMHA CARDIOLOGY, INC. f/k/a MEMORIAL SAVANNAH CARDIOLOGY, INC. is a Georgia corporation with its principal office located at 425 W. New England Avenue, Suite 300, Winter Park, FL 32789.

Defendant SMHA HEALTHCARE CENTER, INC. f/k/a MEMORIAL HEALTH UNIVERSITY MEDICAL CENTER, INC. is a Georgia nonprofit corporation with its principal office located at 425 W. New England Avenue, Suite 300, Winter Park, FL 32789.

At all relevant times hereto, MPPG and the Cardiology Defendants were affiliates of

Defendant MEMORIAL HEALTH, INC. (a/k/a SMHA HEALTHCARE, INC.), which owned and operated Defendant MEMORIAL HEALTH UNIVERSITY MEDICAL CENTER (a/k/a SMHA HEALTHCARE CENTER, INC.).

1.1.2. Defendant Affiliates

In addition to the named defendants, the following entities are affiliated with Defendants:

SMHA PHYSICIANS, LLC f/k/a MEMORIAL HEALTH UNIVERSITY PHYSICIANS, LLC is a Georgia Limited Liability Company with its principal office located at 425 W. New England Avenue, Suite 300, Winter Park, FL 32789.

SMHA HEALTH SERVICES GROUP, INC. f/k/a PROVIDENT HEALTH SERVICES GROUP, INC. is a Georgia Corporation with its principal office located at 425 W. New England Avenue, Suite 300, Winter Park, FL 32789.

SMHA PHYSICIANS GROUP, INC. f/k/a MEMORIAL PHYSICIANS GROUP, INC. is a Georgia Corporation with its principal office located at 425 W. New England Avenue, Suite 300, Winter Park, FL 32789.

SMHA CORPORATE SERVICES, INC. f/k/a/ MEMORIAL HEALTH CORPORATE SERVICES, INC. is a Georgia Corporation with its principal office located at 425 W. New England Avenue, Suite 300, Winter Park, FL 32789.

SMHA ANESTHETISTS GROUP, INC. f/k/a MEMORIAL HEALTH ANESTHETISTS, INC. is a Georgia Corporation with its principal office located at 425 W. New England Avenue, Suite 300, Winter Park, FL 32789.

SMHA HEALTHCARE PARTNERS, INC. f/k/a MEMORIAL HEALTH PARTNERS, INC. is a Georgia Corporation with its principal office located at 425 W. New England Avenue, Suite 300, Winter Park, FL 32789.

These entities benefit from the release of claims by the class as described in Section 5 below.

1.2. Factual Allegations

It is undisputed that the class member physicians had prior employment agreements with MPPG or the Cardiology Defendants. It is also undisputed that Defendants entered into a contract to sell all of their assets (*i.e.*, the hospital and associated services) to a buyer called Savannah Health Services, LLC, a subsidiary of HCA Healthcare (“**HCA**”). That transaction closed on February 1, 2018.

Representative Plaintiffs contend that the class member physicians were employed pursuant to form employment contracts that are materially identical to each other, and that the defendant employers breached these contracts by improperly terminating the employment contracts without making the required payments. The Representative Plaintiffs further contend that certain Defendants conspired to facilitate the alleged breaches and are therefore jointly liable for such alleged breaches. Thus, Representative Plaintiffs contend that the class members are entitled to recover the contractual notice payments, which the Representative Plaintiffs contend are liquidated and subject to simple calculation on a class-wide basis.

Defendants contend that they are not liable for several reasons, including: (1) the employment agreements contain no provision requiring them to provide notice of termination or any form of post-employment notice or severance payments to Plaintiff Representatives or any of the class members upon a “change in control” event (such as the closing); (2) Defendants did not terminate the physicians either prior to or upon the closing date because the physicians had separately agreed to join HCA immediately upon closing and the conditions necessary to trigger any obligation to pay notice pay were never triggered; (3) the physicians abandoned their right to recover by accepting separate employment with HCA; and (4) even if the closing somehow

constituted a breach, the physicians fully mitigated any damages purportedly flowing from such breach. Thus, Defendants contend that the class member physicians are not entitled to recover any damages—or, if such damages exist, they are unliquidated and must be determined on an individualized basis taking into account the physicians' subsequent employment with HCA.

1.3. Procedural History

Originally, a number of physicians brought individual lawsuits against MPPG. Representative Plaintiff Cohen filed her individual complaint on September 25, 2018. The case proceeded through discovery, and the parties filed cross Motions for Summary Judgment. In an Order on July 6, 2020, the Court reserved its ruling on the Motions pending further discovery. In so doing, the Court noted as follows:

[T]he Court forecasts to the parties that it likely will find that at least the Defendant formerly known as MPPG, Inc. breached the agreement with the Plaintiff by ending the agreement prematurely and failing to invoke any of the early termination provisions. The Court further forecasts a finding that there is a question of fact whether this Defendant would be liable for all remaining amounts owed to the Plaintiff for the remainder of the term of employment set forth in the agreement based on the assertion of certain defenses as argued, such as mutual abandonment or waiver.

After additional discovery, MPPG renewed its Motion for Summary Judgment.

While those Motions were pending, on October 15, 2021, Plaintiff Cohen amended her complaint to include allegations on behalf of the class. At the same time, she filed a Motion to Certify the Class. On September 6, 2022, the Court (a) granted the motion for class certification, in part, and denied it in part, and (b) denied the Parties' motions for summary judgment. Defendants appealed, the certified class cross-appealed, and those appeals remain pending.

1.4. Status of Claims

Given the pending appeal and the nature of the various claims, the Parties agree that there is significant uncertainty as to the outcome of the case, including, but not limited to, whether

liability for all counts of the Amended Complaint will be established; the amount of any actual damages; the type of any actual damages, *i.e.*, liquidated damages, and/or interest; and whether class certification will be upheld on appeal.

2. Class Overview

The Court has certified two classes, but that order is currently on Appeal. The Parties agree that class certification is warranted in this case for settlement purposes only according to the terms below.

2.1. Class Definition

The class is hereby defined as comprising the individuals listed on **Exhibit A** to this Agreement.

2.2. Subclass Definition - Cardiology

The cardiology subclass is hereby defined as comprising the physicians listed on **Exhibit A** to this Agreement as members of the “Cardiology Subclass.”

2.3. Type of Class

The parties agree that Representative Plaintiffs will seek certification of the above class and subclass under O.C.G.A. § 9-11-23(b)(3) and that payments described below will create a common settlement fund from which the Class Members will be paid.

2.4 Class Counsel

The parties agree that the following counsel for Representative Plaintiffs, who have already been named Class Counsel by the Court, shall be Class Counsel for purposes of this Settlement (“Class Counsel”):

Jeffrey R. Harris
Jed Manton
Yvonne S. Godfrey
Harris Lowry Manton LLP

Michael B. Terry
Jason J. Carter
Patrick C. Fagan
Naveen Ramachandrapa

401 East Broughton Street
Savannah, GA 31401

Jane D. Vincent
Allen E. Page
Bondurant, Mixson & Elmore, LLP
1201 W. Peachtree St., N.W., Suite 3900
Atlanta, GA 30309-3417

2.4 No Waiver

In agreeing to seek certification of a class for settlement purposes only, Defendants expressly reserve and will not be deemed to waive any procedural and substantive objections to certification of any class for any other purposes, in the event the Settlement does not become final for any reason.

3. Court Approval

The Parties acknowledge that Court approval of this Settlement is required for it to take full effect. The necessary steps, and the Parties' responsibilities thereto, are outlined below.

3.1. Conditional Dismissal of Appeal

Within 5 days after execution of this Agreement, the Parties agree to jointly petition the Court of Appeals for a dismissal of the currently pending appeal and cross appeal for purposes of seeking approval of this Settlement. The Parties will request that the Court of Appeals dismiss the appeal while giving both parties the right to re-appeal the same issues currently on appeal if this Settlement does not become final for any reason. If the Court of Appeals denies this relief for any reason, the Parties will address any concerns or the basis of denial and again move the Court for dismissal and remittitur consistent with the terms therein.

3.2 Amendment of Complaint

After the Court of Appeals issues its remittitur to the trial court, and before or in conjunction with the Motion for Preliminary Approval, the Parties shall submit a consent motion

to amend the Complaint to add the Cardiologist Class Representative as a plaintiff, and to add the Cardiology Defendants as defendants.

3.3 Preliminary Approval

After the Court of Appeals issues its remittitur to the trial court, Representative Plaintiffs shall submit, with the approval of Defendants, a motion and proposed order to the Court seeking its entry of a Preliminary Approval Order.

3.3.1. Time to Submit Motion

Representative Plaintiffs shall submit the motion as soon as practicable following the Court of Appeals remittitur, but in no event later than 14 days after the remittitur. This date can be amended upon agreement by counsel for the Parties or for good cause upon motion to the Court before seeking preliminary approval of the Settlement.

3.3.2. Content of Proposed Preliminary Approval Order

The motion shall request an order that:

- (i) preliminarily approves this Settlement;
- (ii) certifies the Settlement Class;
- (iii) appoints Class Counsel;
- (iv) approves the form, content, and manner of notice of settlement to be provided to the Settlement Class (the "Class Notice"), which is attached to this Settlement as **Exhibit B**;
- (v) directs the issuance of the Class Notice within twenty (20) days after the Preliminary Approval Order is entered;
- (vi) approves the Settlement Administrator described below;
- (vii) sets a date of no later than thirty (30) days after the issuance of the Class Notice by which any objection must be filed with the Clerk of Court;
- (viii) sets a date of no later than thirty (30) days after the issuance of the Class Notice by which any opt-out/exclusion from this Settlement by any Settlement Class member must be mailed to the Settlement Administrator,

who must file with the Clerk of Court and provide copies to MPPG's counsel (the "Objection/Opt-Out Date");

- (ix) sets forth a plan of distributing payments to the Settlement Class as described below; and
- (x) sets a date and time for a hearing that is approximately sixty (60) days after the date that the Class Notice is mailed to the Settlement Class, or as soon thereafter as the State Court determines is fair and reasonable (the "Fairness and Final Approval Hearing").

3.3.3. Appointment of Settlement Administrator

The Parties agree that, subject to Court approval, American Legal Claims shall be appointed and shall act as Settlement Administrator and perform the relevant duties described in this Agreement and by Court Order.

3.3.4. If The Court Denies Preliminary Approval

If the motion for preliminary approval is denied by the Court, or if the Court enters the Judgment and appellate review is sought and on such review such Judgment is materially modified or reversed, the Parties will address any concerns or the basis of denial and again move the Court for approval consistent with the terms therein.

However, if the motion is denied because the Settlement Amount, as defined below, is determined to be insufficient, then this Settlement shall be rendered null and void, and there will be no duty for the Parties to address any concern pertaining to the sufficiency of the Settlement Amount. If the Settlement is rendered null and void, no Party shall be bound by any position taken in this Agreement.

3.4. Notice and Opt-Out Period

After preliminary approval, the Settlement Administrator shall disseminate notice of the Settlement to the Settlement Class in accordance with this Agreement and as ordered by the Court.

Within 20 calendar days after entry of the Preliminary Approval Order, the Settlement

Administrator shall make best efforts to provide the Class Notice to the Settlement Class members via First-Class Mail. The Settlement Administrator shall then: (i) re-mail any First-Class Mail Class Notice returned by the United States Postal Service as undeliverable with a forwarding address; (ii) research (on its own or through a third party research firm) addresses for any First-Class Mail Class Notice returned without a forwarding address; and (iii) re-mail a First-Class Mail Class Notice to any Class Member for whom an updated address is discovered through such research within 10 calendar days of receiving the updated address; provided, however, that all such re-mailings by the Claims Administrator shall be accomplished no later than 20 days before the Objection/Opt-Out Date set by the Court.

3.5. Fairness Hearing

At the Fairness and Final Approval Hearing, the Parties will urge the Court to approve this Settlement as fair, reasonable, and adequate; dismiss with prejudice the claims of Representative Plaintiffs and the Settlement Class against Defendants; and grant Class Counsel an award of attorneys' fees and costs consistent with the provisions outlined herein below.

3.6. Final Order and Judgment

3.6.1. If Settlement is Approved

The Court's Order and Judgment approving the Settlement shall become the **Final Order and Judgment** on the latest of the following dates:

- (i) if no appeal is taken therefrom, five (5) days after the time to appeal therefrom has expired;
- (ii) if any appeal is taken therefrom, five (5) days after the date on which all appeals therefrom, including petitions for rehearing or re-argument, petitions for certiorari or any other form of review, have been finally disposed of in a manner resulting in an affirmance of the Order and Judgment; or
- (iii) on a date after entry of the Order and Judgment, which date counsel for the Parties agree to in writing.

3.6.2. If The Court Denies Final Approval

If the Court denies Final Approval of the Settlement, or if the Court enters the Judgment and appellate review is sought and on such review such Judgment is materially modified or reversed, the Parties will address any concerns on the basis of denial and again move the Court for approval consistent with the terms herein.

However, if the Settlement is denied because the Settlement Amount, as defined below, is determined to be insufficient, then this Settlement shall be rendered null and void and there will be no duty for the Parties to address any concern pertaining to the sufficiency of the Settlement Amount. In the event there is a failure to obtain a Final Order and Judgment, the Parties shall not be deemed to have consented to any characterization of the case and no inferences can be drawn regarding the content of this Settlement.

4. Defendants' Settlement Payment

In exchange for the full release of claims as set forth below, and subject to the Court's approval, Defendants agree to pay the Settlement Amount to the Settlement Fund. This shall create a common settlement fund from which the Class Members shall be paid, along with reasonable Attorney's Fees and costs as described below.

4.1. Settlement Amount

The total Settlement Amount to be paid by MPPG is \$10,000,000.00 (ten million dollars).

4.2. Settlement Fund

Within 10 days after Preliminary Approval, Class Counsel shall cause an account to be created and maintained under the control of the Settlement Administrator or other designated agent, subject to judicial oversight by this Court for the purpose of making payments to members of the Settlement Class according to the terms of this Agreement. This account shall be the

Settlement Fund.

4.3. Bank Transfer Information

Within 10 days after Preliminary Approval, Class Counsel shall provide to Defendants' counsel all information necessary to effectuate a transfer of the Settlement Amount to the Settlement Fund, including the bank name and ABA routing number, account name and number, and a signed W-9 reflecting the taxpayer identification number for the Settlement Fund.

4.4. Payment Schedule

The total Settlement Amount shall be paid in two installments as described below.

4.4.2. Preliminary Payment for Notice and Administration Costs

Within 10 calendar days after the entry of the Preliminary Approval Order, MPPG shall pay \$10,000 into the Settlement Fund to be used to pay the costs of notice and settlement administration.

4.4.3. Final Payment

Within 10 calendar days after the Final Order and Judgment becomes final as described in Section 3.4.1, MPPG shall pay the remaining balance of \$9,990,000 into the Settlement Fund.

4.5. No Other Payment Obligations

Other than the obligation to transfer or cause to be transferred the Settlement Amount to the Settlement Fund, neither MPPG nor any other released party shall have any obligation to make any other payment to the Settlement Fund, the Settlement Administrator, Class Counsel, Representative Plaintiffs, or settling class members pursuant to this Agreement.

5. Plaintiffs' and Class's Release of Claims

Upon obtaining the Final Order and Judgment that dismisses the case with prejudice on the merits, Representative Plaintiffs and members of the Settlement Class fully, finally, and forever

discharge and release all Released Claims.

5.1. Released Claims

Released Claims are defined as follows:¹

- all claims, demands, actions or causes of action, rights, liabilities, damages, losses, obligations, judgments, suits, fees, expenses, costs, matters and issues of any kind or nature whatsoever, whether known or unknown, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, matured or unmatured, accrued or unaccrued,
- that have been, could have been or in the future can or might be asserted in this case
- by or on behalf of Representative Plaintiffs or by any members of the Settlement Class who do not timely elect to opt out of the Settlement (whether for themselves and for their beneficiaries, assigns, agents, representatives, attorneys, heirs, executors, administrators, and privies),
- against Defendants and their affiliates—as described in Section 1.1.3—as well as their agents, employees, officers, directors, attorneys, representatives, advisors, administrators, advisors or anyone acting on their behalf,
- which (a) arise out of, are based on, or relate in any way to any of the allegations, acts, transactions, facts, events, matters, occurrences, representations, or omissions involved, set forth, alleged, or referred to, in the case, or which could have been alleged in the Action; (b) arise out of, are based on, or relate to or pertain to the employment agreements between Defendants and their former employee

¹ The definition is separated with bullets for ease of reading, but it should be interpreted as one unbroken passage.

physicians; or (c) arise out of, are based on, or relate to or pertain to Defendants' payment and/or distribution of the Settlement Amount.

5.2. Claims to Enforce Settlement

Claims to enforce this Settlement Agreement are not Released Claims.

6. Distribution of Settlement Fund

After the Final Order and Judgment has become final, and after Defendants have paid the full Settlement Amount, the Settlement Administrator will distribute the Settlement Fund as follows:

6.1. Initial Deductions

Within 20 calendar days after Final Order and Judgment, and prior to the distribution of the Settlement Fund to any class members, the Settlement Administrator shall make the following payments from the Settlement Fund:

6.1.1. Fee and Expense Award for Class Counsel

Defendants will not oppose Class Counsel's application to the Court for approval of attorneys' fees for the Settlement Class in an amount not to exceed 33% of the Settlement Amount, to be paid out of the Settlement Fund. In addition, Class Counsel may apply to the Court for reimbursement for the reasonable expenses of litigation actually incurred to be paid out of the Settlement Fund. Neither Class Counsel nor counsel for the Defendants are entitled to any other award or payment of attorneys' fees or costs from the Settlement Fund beyond what is awarded by the Court.

6.1.2. Administrative Costs for Settlement Administrator

The Settlement Administrator shall be paid from the Settlement Fund for its reasonable expenses and costs in carrying out its duties described herein.

6.1.3 Net Class Member Funds

The funds remaining after the initial deductions shall be the “Net Class Member Funds.”

6.2. Payments to Class Members

There shall be no claims process required for a Settlement class member to be entitled to receive a payment from Net Class Member Funds. The Settlement Administrator shall attempt to make payments to each Settlement Class member and shall be obligated to handle each allocated Settlement Class member’s payment consistent with all applicable laws.

6.2.1. Distribution Plan

Within 30 calendar days after Final Order and Judgment, after the initial deductions are paid, the Settlement Administrator shall mail checks to each class member for the amounts owed as outlined in the Payment Distribution Plan, attached as **Exhibit C** to this Agreement. Each check shall state on its face that the check will become void if not cashed or deposited within 60 calendar days of the date of issue of the check.

6.2.2. Administrator’s Follow Up Duty

The Settlement Administrator shall endeavor to locate Settling class members whose settlement checks are returned as undeliverable, and then to mail new checks to each of these Settling class members whom the Administrator is able to locate.

After 90 days, the Settlement Administrator shall send a second check to those Class Members whose checks have not been negotiated and have expired. This second check shall include a reminder to the class member that the check will become void if not promptly cashed or deposited and constitutes the last attempt at payment.

6.3. Unclaimed Funds

After 180 calendar days from the date of the mailing of the payments to class members,

and after the Settlement Administrator has performed its Follow Up Duty, described in ¶ 6.2.2, any remaining funds that have not been claimed shall be distributed to the Chatham County Hospital Authority Trust Fund to be used for indigent care.

7. Additional Provisions

7.1. Entire, Binding Agreement

This Agreement and the exhibits attached hereto constitute the entire agreement between the Parties. This Agreement and the exhibits attached hereto contain all the material terms necessary to settle this case and it shall be binding upon and inure to the benefit of the Parties and their respective agents, executors, heirs, successors, and assigns. This Agreement and the exhibits attached hereto constitute the entire agreement between the Parties. The exhibits to this Agreement are material and integral parts hereof and are fully incorporated herein by this reference.

7.2 Confidentiality

The negotiations during the mediation and creation of this Agreement are confidential except to the extent disclosure is required by law or a court, or to enforce or effectuate the terms of this Agreement.

7.3 Third-Party Communication

The Parties will develop an agreed upon communication strategy for discussing the Settlement in any and all contexts, including Class Notice, that in all circumstances describes the Settlement as steps taken in the best interest of both Parties and that does not disparage either Defendants or the Class Members in any manner.

7.4 Blow/Opt-Out Provision

Defendants shall have the right to terminate the Settlement if the number of Class Members who elect to "opt out" pursuant to Section 3.4 above exceeds an agreed upon opt-out threshold. If

CONFIDENTIAL SETTLEMENT AGREEMENT

this right exists, Defendants must exercise this right within ten days after Class Administrator identifies the number of opt outs. In accordance with the accepted practice for class action settlements, the agreed upon threshold is contained in a sealed exhibit to this Settlement. An unredacted version of the exhibit will be submitted directly to the Court along with a request for filing under seal (in accordance with Georgia Uniform Superior Court Rule 21.6).

7.5 Continuing Jurisdiction

The Parties agree that the above-captioned Court will retain jurisdiction to enforce the terms of this Agreement.

[SIGNATURES]

PLAINTIFFS' SIGNATURE PAGE TO CLASS SETTLEMENT AGREEMENT
RE: NICOLE M. COHEN, M.D., ET AL. V. SMHA HEALTHCARE, INC., ET A.

Dated this 19th day of April, 2023.

/s/ Jeffrey R. Harris

JEFFREY R. HARRIS

Ga. Bar No. 330315

YVONNE S. GODFREY

Ga. Bar No. 318567

HARRIS LOWRY MANTON LLP

401 East Broughton Street

Savannah, GA 31401

Telephone: (912) 651-9967

Facsimile: (912) 651-1276

jeff@hlmlawfirm.com

yvonne@hlmlawfirm.com

/s/ Jason J. Carter

MICHAEL B. TERRY

Ga. Bar No. 702582

JASON J. CARTER

Ga. Bar No. 141669

NAVEEN RAMACHANDRAPPA

Ga. Bar No. 422036

PATRICK C. FAGAN

Ga. Bar No. 387016

JANE D. VINCENT

Ga. Bar No. 380850

E. ALLEN PAGE

Ga. Bar No. 640163 **BONDURANT**

MIXSON & ELMORE, LLP

1201 W. Peachtree St NW, Suite 3900

Atlanta, GA 30309-3417

Phone: (404) 881-4100

Facsimile: (404) 881-4111

terry@bmelaw.com carter@bmelaw.com

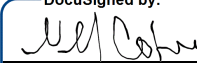
fagan@bmelaw.com

ramachandrappa@bmelaw.com

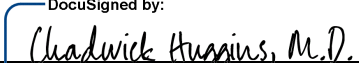
vincent@bmelaw.com

page@bmelaw.com

Dated 4/19/2023.

DocuSigned by:

Nicole M. Cohen, M.D.

Dated 4/20/2023.

DocuSigned by:

Chadwick Huggins, M.D.

SEALED EXHIBIT
TO CLASS SETTLEMENT AGREEMENT

Under Section 7.4 of this Settlement, the Defendants shall have the right to terminate the Agreement if more than 10% of the class members opt out of the settlement. Defendants must timely exercise this right in accordance with Section 7.4 as referenced above.

/s/ Jeffrey R. Harris

JEFFREY R. HARRIS

Ga. Bar No. 330315

YVONNE S. GODFREY

Ga. Bar No. 318567

HARRIS LOWRY MANTON LLP

401 East Broughton Street

Savannah, GA 31401

Telephone: (912) 651-9967

Facsimile: (912) 651-1276

jeff@hlmlawfirm.com

yvonne@hlmlawfirm.com

/s/ Jason J. Carter

MICHAEL B. TERRY

Ga. Bar No. 702582

JASON J. CARTER

Ga. Bar No. 141669

NAVEEN RAMACHANDRAPPA

Ga. Bar No. 422036

PATRICK C. FAGAN

Ga. Bar No. 387016

JANE D. VINCENT

Ga. Bar No. 380850

E. ALLEN PAGE

Ga. Bar No. 640163 **BONDURANT**

MIXSON & ELMORE, LLP

1201 W. Peachtree St NW, Suite 3900

Atlanta, GA 30309-3417

Phone: (404) 881-4100

Facsimile: (404) 881-4111

terry@bmelaw.com carter@bmelaw.com

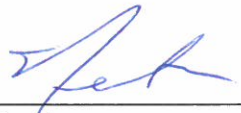
fagan@bmelaw.com

ramachandrappa@bmelaw.com

vincent@bmelaw.com


page@bmelaw.com

SMHA HEALTHCARE, INC. f/k/a
MEMORIAL HEALTH, INC.

By 
Neil Luria

Its: Chief Executive Officer/Chief Wind-
Down Officer

SMHA VENTURES, INC. f/k/a MPPG, INC.

By 
Neil Luria

Its: Chief Executive Officer/Chief Wind-
Down Officer

SMHA CARDIOVASCULAR, LLC f/k/a
MEMORIAL CARDIOVASCULAR
CONSULTANTS, LLC

By 
Neil Luria

Its: Chief Executive Officer/Chief Wind-
Down Officer

SMHA CARDIOLOGY, INC. f/k/a
MEMORIAL SAVANNAH CARDIOLOGY,
INC.

By 
Neil Luria

Its: Chief Executive Officer/Chief Wind-
Down Officer

SMHA HEALTHCARE CENTER, INC. f/k/a
MEMORIAL HEALTH UNIVERSITY
MEDICAL CENTER, INC.

By 
Neil Luria

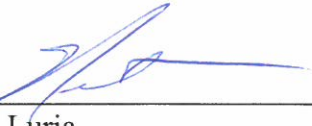
Its: Chief Executive Officer/Chief Wind-
Down Officer

SMHA HEALTHCARE, INC. f/k/a
MEMORIAL HEALTH, INC.

By 
Neil Luria

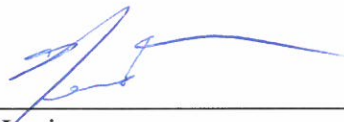
Its: Chief Executive Officer/Chief Wind-
Down Officer

SMHA VENTURES, INC. f/k/a MPPG, INC.

By 
Neil Luria

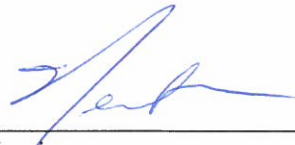
Its: Chief Executive Officer/Chief Wind-
Down Officer

SMHA CARDIOVASCULAR, LLC f/k/a
MEMORIAL CARDIOVASCULAR
CONSULTANTS, LLC

By 
Neil Luria

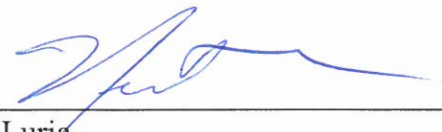
Its: Chief Executive Officer/Chief Wind-
Down Officer

SMHA CARDIOLOGY, INC. f/k/a
MEMORIAL SAVANNAH CARDIOLOGY,
INC.

By 
Neil Luria

Its: Chief Executive Officer/Chief Wind-
Down Officer

SMHA HEALTHCARE CENTER, INC. f/k/a
MEMORIAL HEALTH UNIVERSITY
MEDICAL CENTER, INC.

By 
Neil Luria

Its: Chief Executive Officer/Chief Wind-
Down Officer

Exhibit A

The following two subclasses constitute the Class of physicians who were employed at the relevant time at Memorial Hospital and/or by its related entities.

1. The MPPG Subclass consists of the following former employees of Defendant MPPG:

| |
|----------------------|
| Igor Aksenov |
| Nancy E. Backus |
| Arthur M. Baker |
| Karen T. Baker |
| Paul M. Balthrop |
| Michael A. Bossak |
| William C. Boswell |
| Walter B. Bowden |
| William J. Bromberg |
| Robert F. Brown |
| William E. Burak |
| James J. Burke |
| Keisha Bursey Redick |
| David B. Byck |
| David E. Carney |
| Joe D. Christian |
| Kathy C. Chu |
| Nicole M. Cohen |
| Timothy P. Connelly |
| Melissa A. Crenshaw |
| Kimberly A. Crute |
| Thimothy Daugherty |
| Frank E. Davis |
| Ismary O. DeCastro |
| Craig W. Denlinger |
| Lora Denton |
| Wilfredo V. Dolor |
| Jessica S. Donaldson |
| Mary C. Downing |
| James R. Dunne |
| Kaveh Ehsanipoor |
| Wesley D. Ensley |
| Donna L. Evans |
| Adrienne V. Fabrizio |
| Alvaro H. Fonseca |

| |
|-----------------------|
| Alexis Gage |
| James Garber |
| Thomas C. Garner |
| Lindsey Y. Goldberg |
| Lloyd S. Goodman |
| Miller C. Hamrick |
| William N. Hannah |
| Lauren M. Hebert |
| Natalie M. Hogan |
| Thomas J. Hogan |
| Kristina N. Johnson |
| Jessica V. Kang |
| Kurt S. Kang |
| Christina M. Kelly |
| Robert J. Kelly |
| Charlton R. Kemp |
| Joseph C. Kramer |
| William E. Kyle |
| Roel M. Laygo |
| Wilfreida L. Leaphart |
| Dina E. Linfoot |
| Mary C. Lytle |
| Ashley V. Mabina |
| Heather G. Macnew |
| Stephens B. Malone |
| Susan Mazo |
| Samuel McElroy |
| Shonna L. McGee |
| Thomas W. McKee |
| Mary L. Mier |
| Susan C. Mobley |
| John H. Moore |
| Stephen L. Morris |
| Candace R. Murbach |
| Cristina Negrea |
| David W. Newton |
| Alison Niebanck |
| Steven J. Novack |
| William Osborne |
| Mickey M. Ott |
| Robert M. Pallay |

| |
|--------------------------|
| Andrew L. Pendleton |
| Guy Petruzzelli |
| Elena Pimanova |
| Anil Piya |
| Billy D. Preuninger |
| James E. Ramage |
| Wojciech Ratajczak |
| Elena T. Rehl |
| Christopher Rittmeyer |
| Todd A. Robinson |
| Domenick J. Roma |
| Anthony B. Royek |
| Michael A. Ruiz |
| Christopher K. Senkowski |
| Marvin H. Sineath |
| Andrew Stack |
| Sarah Ellen Stephens |
| Stephen A. Thacker |
| Oliver C. Whipple |
| John P. Whittle |
| Michael J. Wilkowski |
| Joanne P. Williamson |

**2. The Cardiologist Subclass consists of the following former employees of the
Cardiology Defendants:**

| |
|-----------------------|
| Randy K. Bottner |
| Brett C. Burgess |
| Dale Daly |
| Pablo M. Elizalde |
| Kenneth Hardigan |
| William Bryan Hartley |
| Chadwick E. Huggins |
| Mark G. Jenkins |
| Jay Kalan |
| Jonathan MacCabe |
| Robert Rollings |
| John C. Sharp |
| John G. Spellman |
| Jennifer L. Yeh |

EXHIBIT B

↔βαρχοδε39≈

Postal Service: Please do not mark barcode

me»

««addrline1»»

«addrcity», «addrstate» «addrzip»

**IN THE STATE COURT OF CHATHAM COUNTY
STATE OF GEORGIA**

NICOLE M. COHEN, M.D., and
CHADWICK E. HUGGINS, M.D., on behalf
of themselves and all others similarly situated,

Plaintiffs

v.

SMHA HEALTHCARE, INC. f/k/a
MEMORIAL HEALTH, INC.; SMHA
VENTURES, INC. f/k/a MPPG, INC.;
SMHA HEALTHCARE CENTER, INC. f/k/a
MEMORIAL HEALTH UNIVERSITY
MEDICAL CENTER,) INC., SMHA
CARDIOVASCULAR, LLC f/k/a
MEMORIAL CARDIOVASCULAR
CONSULTANTS, LLC, AND SMHA
CARDIOLOGY, INC. f/k/a MEMORIAL
SAVANNAH CARDIOLOGY INC.,

Defendants.

CIVIL ACTION NO.

STCV1801613

Civil Action No. STCV1801613

JURY TRIAL DEMANDED

NOTICE OF COHEN CLASS ACTION SETTLEMENT

A Georgia court authorized this notice.
This is not a solicitation from a lawyer.

YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT, OR DON'T ACT. READ THIS NOTICE CAREFULLY. These rights and options—and the deadlines to exercise them—are explained in this notice.

| Summary of Your Legal Rights and Options in This Settlement: | |
|--|---|
| Do Nothing: | You will be paid a proportional share of the net settlement proceeds in accordance with the Distribution Plan and release certain claims. See sections 6 and 8 of this notice for more details. |
| Exclude Yourself | Get no payment. If you exclude yourself, you cannot object to the settlement, but you would not be barred by the settlement from bringing a suit of your own. See section 11 of this notice for more details. |
| Object: | Write to the Court about why you don't like the settlement and do not want it approved. Act by _____, 2023. See section 12 of this notice for more details. |
| Go to a Hearing: | Ask to speak in Court about the fairness of the settlement on _____, 2023. See section 14 of this notice for more details. |

1. Why did I receive this notice?

You received this notice because it appears you are a member of a Class that is covered by this lawsuit and proposed settlement. The Plaintiffs have selected a third-party Administrator named American Legal Claim Services, who is not a Plaintiff or a Defendant, to provide this Notice to you, and to administer any monetary payments under the proposed settlement. The Court approved the Administrator.

2. What is this lawsuit about?

This lawsuit concerns an alleged breach of your employment contract with Memorial Health and related entities ("Memorial"). The Plaintiff filed the lawsuit in 2018 alleging that when Memorial sold its assets to an affiliate of HCA, it breached an agreement to provide certain severance/notice payments to physicians employed at Memorial. The suit sought to recover those severance/notice payments on behalf of the employed physicians.

3. What has happened so far in the case?

The case has been actively litigated for several years. The parties took discovery and each side moved for summary judgment. Plaintiff Nicole Cohen eventually moved the Court to convert the case into a class action and argued that all of the physicians with similar contracts should recover their severance/notice pay. On September 9, 2022, the Court granted the motion for class certification.

When the Court certified the original classes, the judge appointed Nicole Cohen as the Class Representative and appointed Jeff Harris and Yvonne Godfrey of Harris, Lowry Manton LLP and Michael B. Terry, Jason J. Carter, Patrick Fagan, Naveen Ramachandrapa, J. Danny Vincent and Allen Page of Bondurant, Mixson & Elmore, LLP to serve as **Class Counsel** for the Class.

Also in September of 2022, at the same time as the ruling on class certification, the Court made other rulings about the merits of the case. The Court granted summary judgment on some issues and denied it on other issues. The Defendants appealed both orders, and the Class appealed certain parts of the summary judgment order.

While the case was on appeal, the parties agreed to settle the lawsuit pursuant to the terms of a specific Settlement Agreement.

4. Why is there a settlement?

The parties have agreed to settle the lawsuit because the parties believe there are risks, uncertainty over the outcome, and potential delays involved in continuing litigation. The parties engaged in negotiations, assisted by a professional mediator, and have agreed to a settlement to promptly provide effective relief to the Class. The Class Representatives and Class Counsel think the settlement is in the best interests of all Class Members.

5. What does the settlement provide?

The Defendants have agreed to pay ten million dollars (\$10,000,000.00) to settle the lawsuit, which will be paid into the Settlement Fund (as defined in the Settlement Agreement). The settlement proceeds will be distributed to each Class Member based upon his or her share of the funds in accordance with a Distribution Plan. The Distribution Plan considers certain factors, including the amount that each Class Member would have been paid pursuant to the severance/notice calculation in his or her contract, whether that class member had already filed suit, and other risks associated with litigating the class members' claims. The amount payable to each Class Member will vary based on these factors. Class Counsel have hired a damages expert who will calculate the damages for each Class Member.

The settlement includes physicians who were employed by MPPG, Inc., Memorial Cardiovascular Consultants, and Memorial Savannah Cardiology, Inc.

The cardiologist class members were added to the Complaint as part of the settlement and they make up a "subclass" represented by Chadwick E. Huggins, M.D. as the subclass representative.

The Settlement Agreement, the Distribution Plan and other papers can be found at mppgclassaction.com

6. What am I giving up to accept the settlement?

If the Court approves the proposed settlement and it becomes final and judgment is entered, you will be releasing Memorial and its affiliates, employees, and other related persons from any possible claims that could have been brought in the lawsuit and that relate to your employment agreement and Memorial's decision to sell its assets to an affiliate of HCA. The Settlement Agreement, including the full release language, is available at mppgclassaction.com. You may direct your questions to Class Counsel at no expense to you.

7. When and where will the Court decide whether to approve the settlement?

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you don't have to. The hearing will be held on _____, 2023, at _____.m. in Courtroom _____. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay to Class Counsel. At or after the hearing, the Court will decide whether to approve the settlement.

The Court has reserved the right to change the date and time of the Final Approval Hearing without further notice to the Class. The hearing may be held virtually. If you would like to attend or watch the hearing, please check the website mppgclassaction.com for any changes of the hearing date, and instructions for remote access (if applicable).

8. How and when can I receive payment?

You do not need to do anything to receive payment. If the settlement is approved, and if you are entitled to receive money, a check will be mailed to you at this same address, unless you provide updated contact information to the Administrator. If there is an appeal, then settlement checks will not be issued until the appeal is resolved and the order approving the settlement is approved by the appeals court.

9. Do I have a lawyer in this case?

The Court appointed Jeff Harris and Yvonne Godfrey of Harris, Lowry Manton LLP and Michael B. Terry, Jason J. Carter, Patrick Fagan, Naveen Ramachandrappa, J. Danny Vincent and Allen Page of Bondurant, Mixson & Elmore, LLP as **Class Counsel** for the Class. These lawyers are called Class Counsel. You will not be personally charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

10. How will the lawyers be paid?

Class Counsel will ask the Court to award attorneys' fees and will seek reimbursement of their expenses incurred to prosecute this action and administer this settlement of no more than 33% of the Settlement Fund, all to be paid from the Settlement Fund. Attorneys' fees and expenses will be determined by the Court following a hearing and will be based upon the evidence presented and legal principles that govern such awards. The Court may award less than the amounts requested. The Defendants have agreed not to oppose the application for attorneys' fees and expenses.

11. How do I get out of the settlement?

To exclude yourself from the settlement, you must submit to the Administrator at the address listed below, a written, signed, and dated statement that you are opting out of the Class and that you understand that you will receive no money from the Settlement of this Action. To be effective, this opt-out statement (i) must be mailed to the Administrator no later than _____, 2023, (ii) include your name and last four digits of your social security number, and (iii) must be personally signed and dated by you.

Cohen Class Action Settlement – Exclusions
Settlement Administrator
P.O. Box _____
Jacksonville FL 32241

The Administrator and Class Counsel will collect a list of the names of all persons who have requested exclusion by the deadline and provide to the Court for filing. You can't exclude yourself on the phone or by e-mail. If you are excluded, you will not get any settlement payment, you cannot object to the settlement, you will not be legally bound by anything that happens in this lawsuit, and you may be able to sue (or continue to sue) the Defendants in the future for these same claims, but your claims may be time-barred (or otherwise deficient).

12. How do I object to the settlement?

If you are a Class Member, you can object to the settlement entirely or any portion of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must file a letter that includes certain information. This information is available online at mppgclassaction.com.

You must mail or electronically file the objection with the Clerk of the Court, State Court of Chatham County, 133 Montgomery Street, Suite 501, Savannah, Georgia 31401, so that is received by the Clerk no later than _____, 2023.

13. Do I have to come to the hearing?

No, but you are welcome to come (or view virtually, if applicable) at your own expense. If you send an objection as described above, you don't have to come to Court. As long as you submitted your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but this is not necessary.

14. May I speak at the hearing?

You may ask the Court for permission to speak at the hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear." Include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be received by _____, 2020, by the Clerk of the Court at the address available online at mppgclassaction.com.

15. Are there more details about the settlement?

You may visit the website at mppgclassaction.com , where you will find copies of the Settlement Agreement and significant orders, as well as other information that may help you determine whether you are a Class Member and whether you are eligible for a payment..

PLEASE DO NOT CALL THE COURT WITH QUESTIONS

EXHIBIT C

**IN THE STATE COURT OF CHATHAM COUNTY
STATE OF GEORGIA**

NICOLE M. COHEN, M.D., CHADWICK
HUGGINS, M.D., on behalf of themselves
and all others similarly situated,

Plaintiffs

v.

SMHA HEALTHCARE, INC. f/k/a
MEMORIAL HEALTH, INC.; SMHA
VENTURES, INC. f/k/a MPPG, INC.; and
SMHA HEALTHCARE CENTER, INC. f/k/a
MEMORIAL HEALTH UNIVERSITY
MEDICAL CENTER, INC., SMHA
CARDIOVASCULAR, LLC f/k/a
MEMORIAL CARDIOVASCULAR
CONSULTANTS, LLC; SMHA
CARDIOLOGY, INC. f/k/a MEMORIAL
SAVANNAH CARDIOLOGY, INC.

Defendants.

Civil Action No. STCV1801613

JURY TRIAL DEMANDED

**PLAINTIFFS' PROPOSED DISTRIBUTION PLAN AND
CLASS MEMBER PAYMENT FORMULA**

Each Class Member who remains in the Class ("Remaining Class Members") will receive their pro rata share of the Net Class Member Funds. Specifically, Net Class Member Funds resulting from the Settlement will be distributed to each Remaining Class Member in accordance with that Class Members' calculated "Pro Rata Percentage." After the opt-out process is complete, we will calculate each Remaining Class Member's Pro Rata Percentage as follows:

- (a) Calculate the dollar amount of the severance payments that each Remaining Class Member would be owed pursuant to the notice provisions in his or her contracts ("Individual Potential Severance Payment").

- (b) Apply the applicable Litigation Risk Discounts identified below to each Individual Potential Severance Payment to calculate the “Discounted Individual Payment.”
- (c) Calculate the Total Class-Wide Payments by adding together the total dollar amounts of all Discounted Individual Payments.
- (d) Calculate Each Class Member’s Pro Rata Percentage of the Settlement by dividing each Class Member’s Discounted Individual Payment by the Total Class Wide Payments (i.e. [Discounted Individual Payments] / [Total Class Wide Payments]).

Based on Class Counsel’s assessment of the litigation risk associated with different categories of Class Members, the following discounts are appropriate:

For the class members who have filed claims against these defendants and are not subject to any dissolution defense, statute of limitations defense, or other risk of non-recovery (the Claims Filed Category), there would be no discount to the Individual Potential Severance Payment.

For the Cardiologist Subclass, (a) the Individual Potential Severance Payment will be calculated based on an assumed 180-day severance period, and (b) the Discounted Individual Payment will be calculated by multiplying the Individual Potential Severance Payment by 0.25 (i.e. it will be discounted to 25% of its calculated amount). This reflects Class Counsel’s conclusion that there is significant risk to recovery.

For the Class Members who do not fall into either of the above categories (the “MPPG Non-Claims Category”), the Discounted Individual Payment will be calculated by multiplying the Individual Potential Severance Payment by 0.4 (i.e. it will be discounted to 40% of its calculated amount). This reflects Class Counsel’s conclusion that there is significant risk to recovery for this MPPG Non-Claims Category, but less risk than for the Cardiologist Subclass.

This 5th day of June 2023.

JEFFREY R. HARRIS
Georgia Bar No. 330315
YVONNE S. GODFREY
Georgia Bar No. 318567
MARIA D. SAYERS
Georgia Bar No. 205713

HARRIS LOWRY MANTON LLP
401 East Broughton Street
Savannah, GA 31401
Telephone: (912) 651-9967
Facsimile: (912) 651-1276

/s/ Jason J. Carter

MICHAEL B. TERRY
Ga. Bar No. 702582
terry@bmelaw.com
JASON J. CARTER
Ga. Bar No. 141669
carter@bmelaw.com
PATRICK C. FAGAN
Ga. Bar No. 387016
fagan@bmelaw.com
NAVEEN RAMACHANDRAPP
Ga. Bar No. 422036
naveen@bmelaw.com
JANE D. VINCENT
Ga. Bar No. 380850
vincent@bmelaw.com
E. ALLEN PAGE
Ga. Bar No. 640163
page@bmelaw.com

BONDURANT MIXSON & ELMORE, LLP
1201 W. Peachtree St., N.W., Suite 3900
Atlanta, GA 30309-3417
Phone: (404) 881-4100
Facsimile: (404) 881-4111

Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

This is to certify that I have this day submitted the foregoing **PLAINTIFFS'**

PROPOSED DISTRIBUTION PLAN AND CLASS MEMBER PAYMENT FORMULA

via the Odyssey e-file system which will send electronic notification of such filing to counsel of record as follows:

Shawn A. Kachmar
Bradley M. Harmon
Hunter, Maclean, Exley & Dunn, P.C.
P.O. Box 9848
200 East Julian Street
Savannah, GA 31412-9848
SKachmar@HunterMaclean.com
bharmon@huntermaclean.com

Henry M. Perlowski
Chesley S. McLeod
Arnall Golden Gregory LLP
171 17th Street, NW, Suite 2100
Atlanta, Georgia 30363-1031
Phone: (404) 873-8684
henry.perlowski@agg.com
chesley.mcleod@agg.com

This 5th day of June 2023.

/s/ Jason J. Carter

JASON J. CARTER

Georgia Bar No. 141669

PROPOSED ORDER

**IN THE STATE COURT OF CHATHAM COUNTY
STATE OF GEORGIA**

NICOLE M. COHEN, M.D., and
CHADWICK E. HUGGINS, M.D., on behalf
of themselves and all others similarly situated,

Plaintiffs

v.

SMHA HEALTHCARE, INC. f/k/a
MEMORIAL HEALTH, INC.; SMHA
VENTURES, INC. f/k/a MPPG, INC.;
SMHA HEALTHCARE CENTER, INC. f/k/a
MEMORIAL HEALTH UNIVERSITY
MEDICAL CENTER,) INC., SMHA
CARDIOVASCULAR, LLC f/k/a
MEMORIAL CARDIOVASCULAR
CONSULTANTS, LLC, AND SMHA
CARDIOLOGY, INC. f/k/a MEMORIAL
SAVANNAH CARDIOLOGY INC.,

Defendants.

CIVIL ACTION NO.

STCV1801613

Civil Action No. STCV1801613

JURY TRIAL DEMANDED

**[PROPOSED] ORDER PRELIMINARILY APPROVING
SETTLEMENT AND NOTICE TO THE CLASS**

This ____ of June, 2023, upon consideration of Plaintiffs' Consent Motion to Grant Preliminary Approval of Class Settlement and Provide for Notice, **IT IS ORDERED** as follows:

1. The motion is **GRANTED** and this Court grants preliminary approval of the proposed Settlement. The Court finds that the proposed Settlement and the included proposed distribution plan are fair, reasonable, and adequate. Accordingly, notice thereof should be given to the Class.

2. The Settlement Class (consisting of two subclasses) defined as follows is

HEREBY CERTIFIED:

MPPG Subclass:

The MPPG subclass is defined as comprising the individuals listed under “The MPPG Subclass” in Attachment A.

Cardiologist Subclass

The cardiology subclass is defined as comprising the physicians listed under “The Cardiologist Subclass” in Attachment A.

3. The following lawyers are appointed as Class Counsel:

Jeffrey R. Harris
Jed Manton
Yvonne S. Godfrey
Harris Lowry Manton LLP
401 East Broughton Street
Savannah, GA 31401

Michael B. Terry
Jason J. Carter
Patrick C. Fagan
Naveen Ramachandrapa
Jane D. Vincent
Allen E. Page
Bondurant, Mixson & Elmore, LLP
1201 W. Peachtree St., N.W., Suite 3900
Atlanta, GA 30309-3417

4. This Court will hold a hearing on final approval of the settlement on _____, **2023** at _____ **.m.** at. _____. This hearing may, if necessary, be conducted remotely and/or held at a different time or location without further formal notice to Class Members. Class Members should check the settlement website at www.mppgclassaction.com for further information regarding the time, date, location and format of the hearing.

5. The Court concludes that the form and substance of the proposed notice to the Settlement Class (“Notice”) and the mailing notice pursuant to the Settlement Agreement constitutes the best notice practicable under the circumstances and **APPROVES** the proposed Notice.

6. Class Members who wish to exclude themselves from the Settlement Class and this Settlement must do so in writing by submitting to the Administrator at the address listed in the Notice, a written, signed, and dated statement that he or she is opting out of the Class and understands that he or she will receive no money from the Settlement of this Action. To be effective, this opt-out statement (i) must be received by the Administrator by the Opt Out Deadline set forth in the Settlement Notice approved by the Court, (ii) include the Class Member's name and last four digits of their social security number, and (iii) must be personally signed and dated by the Class Member. The Administrator will, within ten (10) calendar days of receiving any opt-out statement, provide counsel for the Parties with a copy of the opt out statement. The Administrator will, at least seven (7) calendar days before the Final Approval Hearing, file copies of all opt-out statements with the Court. The Settlement Class will not include any individuals who send timely and valid opt-out statements, and individuals who opt out are not entitled to any monetary award under this Settlement.

7. American Legal Claims, LLC, is **APPOINTED** as Settlement Administrator, and shall be responsible for providing notice of the preliminarily approved Settlement in accordance with the provisions of the Settlement Agreement and this Order. The Notice shall be mailed by the Settlement Administrator to all Class Members, by first-class mail, postage prepaid, **within twenty days** of the date of this Order. The Notice shall be sent to all Class Members at their last known addresses, with address updating and verification to be performed by the Settlement Administrator in accordance with the Settlement Agreement. **No later than seven days** prior to the Final Approval Hearing, the Settlement Administrator shall file with the Court proof of mailing of the Notice to all Class Members.

8. Class Members shall file with the Clerk any objections to the settlement **within forty-five (45) days** of the date the Notice is mailed. A Class Member who submits an objection must submit a written objection that includes: the objector's name and address, the basis for the objection, all arguments and authority supporting the objection, and any evidence supporting the objection. The objection shall also state whether the Class Member is represented by an attorney, and if so, the attorney's name. If represented by counsel, the attorney for the objector shall disclose:

a) The number of times in which the objector's counsel and the counsel's law firm have objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the counsel or the firm has made such objection, and a copy of any orders related to or ruling upon counsel's or the firm's prior objections that were issued by the trial and appellate courts in each case;

b) If the objector is represented by an attorney who intends to seek fees and expenses from anyone other than the objectors he or she represents, the objection should also include (i) a description of the attorney's legal background and prior experience in connection with class action litigation; (ii) the amount of fees sought by the attorney for representing the objector and the factual and legal justification for the fees being sought; (iii) a statement regarding whether the fees being sought are calculated on the basis of a lodestar, contingency, or other method; (iv) the number of hours already spent by the attorney and an estimate of the hours to be spent in the future; and (v) the attorney's hourly rate;

c) Any and all agreements that relate to the objection or the process of objecting, whether written or verbal, between objector or objector's counsel and any other person or entity; and

d) A description of all evidence to be presented at the Final Approval Hearing in support of the objection, including a list of any witnesses, a summary of the expected testimony from each witness, and a copy of any documents or other non-oral material to be presented.

An objection will be deemed submitted and will be considered by the Court only if it is filed with the Court by the Objection Deadline set forth in the Settlement Notice. It is the responsibility of the objector to ensure proper filing so as to make certain that the objection is timely received by the Court.

The objecting Class Member must also provide a statement whether the objector intends to appear at the Settlement Hearing, either with or without counsel. If the objector intends to appear at the Settlement Hearing through counsel, his/her/its counsel must file a notice of appearance with the Court no later **than fifteen (15) days** after the objection deadline and shall cooperate fully in setting a prompt deposition if requested.

9. No later than fifteen (15) days after the objection deadline, or fifteen (15) days before the Final Hearing, whichever is later, Class Counsel shall file their written submission in support of the Settlement Agreement, which shall include a response to any class member objections that are received, and shall file their application for attorneys' fees and reimbursement of costs and expenses and shall promptly post their application at www.mppgclassaction.com.

10. Any Class Member may appear at the Final Approval Hearing, in person or through counsel, and be heard to the extent allowed by the Court in opposition to the fairness, reasonableness, and adequacy of the Settlement, the proposed distribution plan, and the application for an award of attorneys' fees, costs, and expenses to Class Counsel.

11. The Court reserves the right to adjourn and/or reschedule the Final Approval Hearing without further notice of any kind to Class Members. Therefore, any Class Member intending to attend the Final Approval Hearing should, in addition to complying with all instructions and requirements above, confirm the date, time, and location of the Final Approval Hearing with Class Counsel. Any order or notice of scheduling changes shall be promptly posted at www.mppgclassaction.com.

12. If this Court grants approval of the Settlement, all Class Members shall be bound by all the provisions of the Settlement, Settlement Agreement, distribution plan, and all determinations and judgments in this case, including the Final Order and Judgment dismissing this case with prejudice, and the Released Claims of all Class Members shall be barred as of the entry of judgment.

13. Pending the final determination of whether the Settlement should be approved, all proceedings and discovery in this case are **STAYED**, except as specifically provided for in this Order. If the Settlement is terminated, the Settlement is not finally approved by this Court, or the Effective Date does not occur for any reason, the stay of this case shall be lifted.

SO ORDERED, this the _____ day of June, 2023.

BY THE COURT:

Prepared By:

MICHAEL B. TERRY

Ga. Bar No. 702582

terry@bmelaw.com

JASON J. CARTER

Ga. Bar No. 141669

carter@bmelaw.com

PATRICK C. FAGAN

Ga. Bar No. 387016

fagan@bmelaw.com

NAVEEN RAMACHANDRAPPA

Ga. Bar No. 422036

naveen@bmelaw.com

JANE D. VINCENT

Ga. Bar No. 380850

vincent@bmelaw.com

E. ALLEN PAGE

Ga. Bar No. 640163

page@bmelaw.com

BONDURANT MIXSON & ELMORE, LLP

1201 W. Peachtree St., N.W., Suite 3900

Atlanta, GA 30309-3417

Phone: (404) 881-4100

Facsimile: (404) 881-4111