

**IN THE DISTRICT COURT OF TULSA COUNTY
STATE OF OKLAHOMA**

**JANE DOE, individually and on behalf)
of all others similarly situated,)**

Plaintiff,)

v.)

CIVIL ACTION NO. CJ-2023-03806

**OKLAHOMA SURGICAL HOSPITAL)
LLC, d/b/a OKLAHOMA SURGICAL)
HOSPITAL)**

Hon. Caroline Wall

Defendant.)

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

An Oklahoma Court authorized this Long Notice (“Notice”). This is not an advertisement.

IMPORTANT INFORMATION – READ CAREFULLY

A Settlement has been proposed in a class action lawsuit against Oklahoma Surgical Hospital, LLC (“OSH”). This Lawsuit alleges that certain tracking technology and tools on OSH websites improperly shared with third parties, such as Meta and Google, certain data about patients’ visits to OSH’s online websites and platforms without their knowledge or consent. OSH denies all the allegations made in the Lawsuit, denies that any data traceable to any specific individual was shared, denies any wrongdoing whatsoever, and maintains that its practices were in all respects lawful and proper. However, OSH has agreed to this settlement in order to avoid the costs and burdens of further litigation.

You are included in this Settlement, and your rights may be affected by this Settlement if you are a Settlement Class Member. The Settlement Class Members are “all Persons who were patients of Oklahoma Surgical Hospital and, during the period July 1, 2021, through November 5, 2023, visited any website, patient portal, social media site, or bill payment site of Oklahoma Surgical Hospital. The Settlement Class specifically excludes: (i) OSH and each of its owners, LLC members, officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; and (iii) the presiding judge, and her staff and family.”

This Notice summarizes the proposed Settlement and your legal rights. For the precise terms of the Settlement, see the Settlement Agreement available at **www.OSHsettlement.com**.

**This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.OSHsettlement.com or call (833) 890-4896.**

Under the Settlement, OSH has agreed to provide certain monetary relief, further described below.

The Settlement allows each Settlement Class Member to file a personally signed Claim verifying under oath that he or she visited an OSH website or online platform from July 1, 2021, through November 5, 2023. The “Value of the Settlement” is no less than \$1,000,000, comprised of: (a) the estimated \$660,000 made available to pay \$12 to each of the approximately 55,664 Settlement Class Members who submit a Valid Claim; (b) attorneys’ fees to Class Counsel of \$333,333.33 as approved by the Court; and (c) a service award of up to \$5,000 awarded to the Class Representative as approved by the Court. The Costs of Claims Administration and notice to be paid by OSH. Persons who submit timely and Valid Claims as specified below and who qualify will receive a settlement benefit of \$12. In exchange for the benefits the Settlement provides, Settlement Class Members will release any and all claims they may have (whether known or unknown) regarding the use of tracking technology on OSH websites, the sharing of data concerning Settlement Class Members’ visits to OSH’s websites or online platforms, or the allegations of the complaint, as further set forth in the release contained in the Settlement Agreement that is available on the Settlement Website.

The Court will decide whether to approve the proposed Settlement. If approved, the Settlement will resolve the Lawsuit entitled *Jane Doe, et al. v. Oklahoma Surgical Hospital, LLC*, CIVIL ACTION NO. CJ-2023-03806, which is pending before Judge Caroline Wall in the District Court of Tulsa County, Oklahoma.

The class action settlement approval process may take several months, or more if there is an appeal. Benefits will not be paid unless and until this process is completed and final court approval is obtained. Please be patient.

Please Read This Notice Carefully

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

FILE A CLAIM FOR COMPENSATION	<p>You may file a personally signed Claim in order to receive a monetary payment of \$12. Filing a Claim Form is the only way to receive a payment from this Settlement.</p> <p>For detailed information about how to file a Claim, <i>see</i> Question 15.</p>	<p>Deadline to File Claim: December 26, 2025</p>
--	--	---

**This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.OSHsettlement.com or call (833) 890-4896.**

EXCLUDE YOURSELF FROM THIS SETTLEMENT	<p>You can exclude yourself from the Settlement by informing the Settlement Administrator that you want to “opt out” of the Settlement by sending a personally signed written request for exclusion. If the Settlement becomes Final, this is the only option that allows you to retain your rights to individually sue for claims relating to the allegations in the complaint. You will not receive a payment from the Settlement if you exclude yourself.</p> <p>For detailed information about excluding yourself from the Settlement, <i>see</i> Question 26.</p>	<p>Deadline to Opt-Out: September 9, 2025</p>
OBJECT TO OR COMMENT ON THE SETTLEMENT	<p>You may object to the Settlement by writing to the Court about why you don’t think the Settlement should be approved.</p> <p>You can also write the Court to provide comments or reasons why you support the Settlement.</p> <p>For detailed information about how to object to or comment on the Settlement, <i>see</i> Question 20.</p>	<p>Deadline to Object: September 9, 2025</p>
GO TO THE FINAL FAIRNESS HEARING	<p>You may, but you are <u>not</u> required to, attend the Final Fairness Hearing in the District Court of Tulsa County, Oklahoma, where the Court will hear any oral arguments concerning the approval of the Settlement. If you wish to speak at the Final Fairness Hearing, you must state your intention to do so in your written objection or comment.</p> <p>For detailed information about attending the Final Fairness Hearing, <i>see</i> Question 23.</p>	<p>Date of Final Fairness Hearing: September 26, 2025 at 9:30AM CT</p>
DO NOTHING	<p>Unless you exclude yourself, you are automatically part of the Settlement. If you do nothing, you will not get a payment from this Settlement and will give up the right to sue, continue to sue, or be part of another suit against OSH related to the legal claims resolved by this Settlement.</p>	<p>No Deadline</p>

This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.OSHsettlement.com or call (833) 890-4896.

WHAT THIS NOTICE CONTAINS

I. BACKGROUND INFORMATION

1. Why am I being given this Notice?
2. What is this Lawsuit about?
3. Who are the parties in the Lawsuit?
4. Why is this a class action?
5. Why is there a settlement?
6. Who and what is the Settlement Administrator?

II. CLASS MEMBERSHIP

7. Who is in the Settlement?
8. Are there exceptions to being included?

III. THE LAWYERS FOR SETTLEMENT CLASS MEMBERS

9. Do I have a lawyer in the case?
10. How will Class Counsel be paid?

IV. BENEFITS FOR SETTLEMENT CLASS MEMBERS

11. What monetary benefits does the settlement provide?
12. How is the settlement benefit amount of a Valid Claim determined?
13. How and when will Valid Claims be paid?
14. Will all Settlement Class Members who file claims receive the same amount?

V. HOW TO FILE A CLAIM

15. How do I file a claim for compensation?
16. Can I submit multiple Settlement Claims?
17. What happens if my claim is not accepted?
18. What if my address changes after submitting my Claim Form?

VI. LEGAL RIGHTS RESOLVED THROUGH THE SETTLEMENT

19. What rights am I giving up to stay in the Settlement Class?

VII. OBJECTING TO THE SETTLEMENT

20. If I don't like the Settlement, how do I tell the Court?
21. What is the difference between objecting and excluding myself?
22. Do I need to attend the Final Fairness Hearing if I file an objection?

**This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.OSHsettlement.com or call (833) 890-4896.**

VIII. FINAL FAIRNESS HEARING

- 23. When and where will the Court decide whether to approve the Settlement?
- 24. Do I have to come to the hearing?
- 25. May I speak at the hearing?

IX. EXCLUDING YOURSELF FROM THE SETTLEMENT

- 26. How do I exclude myself from the Settlement?
- 27. If I do not exclude myself, can I sue OSH for the same thing later?
- 28. If I exclude myself, am I still represented by Class Counsel?

X. DOING NOTHING

- 29. What happens if I do nothing?

XI. GETTING MORE INFORMATION

- 30. How do I get more information?

I. BACKGROUND INFORMATION

1. Why am I being given this Notice?

A Court authorized this Notice because Settlement Class Members have a right to know how the proposed Settlement may affect their rights. This Notice explains the nature of the litigation, the general terms of the proposed Settlement, and what it may mean to Settlement Class Members. This Notice also explains the ways Settlement Class Members may participate in, or exclude themselves from, the Settlement or get more information about the Settlement.

2. What is this Lawsuit about?

The Complaint in this case alleges that, during the class period (July 1, 2021, through November 5, 2023), OSH's websites and online platforms utilized third-party tracking technology and tools that captured certain information about patients' interaction with the sites and shared that data with entities like Google, Meta, and other technology providers without the patient's consent. The complaint alleges that OSH's conduct was unlawful and violated individuals' privacy rights. OSH denies all the allegations made in the lawsuit, denies that any identifiable information about a patient was shared, and does not make any admission of guilt or wrongdoing by entering into the Settlement. No court or other entity has made any findings against OSH nor any determination that any information was shared or that the law has been violated.

The current complaint filed in this Lawsuit, which describes the specific legal claims alleged by Plaintiff and the relief sought, is available on the Settlement Website, at

This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.OSHsettlement.com or call (833) 890-4896.

www.OSHsettlement.com. You can also find a copy of the Court's orders regarding this Settlement at www.OSHsettlement.com.

3. Who are the parties in the Lawsuit?

The Plaintiff or Class Representative is a Person who was a patient at OSH and visited its online platforms during July 1, 2021, through November 5, 2023. She filed this suit under the pseudonym Jane Doe in order to protect her personal medical privacy. Settlement Class Members desiring to obtain her true name can do so by executing the Protective Order Agreement on the Settlement Website and sending it to Class Counsel at

Strauss Borrelli
One Magnificent Mile
980 N Michigan Avenue, Suite 1610
Chicago, Illinois 60611.

The Defendant is Oklahoma Surgical Center, LLC, a doctor-owned surgical hospital with its principal place of business in Tulsa, Oklahoma. Plaintiff and Defendant are collectively referred to as the Parties.

4. Why is this a class action?

In a class action, one or more people file a lawsuit to assert legal claims on behalf of themselves and other Persons who have interacted with the defendant in the same or a similar way. Here, named Plaintiff Jane Doe, who is one of the proposed Settlement Class Members, filed a class action complaint as a proposed "Class Representative" in the Lawsuit. In this capacity, she has undertaken to represent the interests of all the Settlement Class Members.

Even if you have not filed your own lawsuit against OSH regarding the allegations described in this Notice, if you are a Settlement Class Member, this Settlement still affects you because the Settlement applies to all Settlement Class Members.

5. Why is there a Settlement?

The Court has not decided whether any improper sharing of patient information ever occurred at all and has not decided in favor of either the Settlement Class or OSH on the ultimate merits of any of Plaintiff's claims. Instead, both sides agreed to a Settlement. Settlements avoid the costs, burdens, delay and uncertainty of a trial and appeals while providing agreed benefits to Settlement Class Members when the Settlement becomes Final. Class Representative and the attorneys for the Class ("Class Counsel," identified in Question (9) below), believe that the Settlement is in the best interests of the Settlement Class Members.

6. Who and what is the Settlement Administrator?

**This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.OSHsettlement.com or call (833) 890-4896.**

The Court has appointed Kroll Settlement Administration LLC (“Kroll”) as the Settlement Administrator. The Settlement Administrator’s role is to effectuate the Court-approved class notice program; receive, validate, and facilitate payment of the Settlement Class Members’ Valid Claims; and generally administer the Settlement as provided in the Settlement Agreement.

II. CLASS MEMBERSHIP

7. Who is in the Settlement?

You are part of the Settlement if you are in the Settlement Class. The Court decided that, if the Settlement is approved, the Settlement Class will include **“all Persons who were patients of Oklahoma Surgical Hospital and, during the period July 1, 2021, through November 5, 2023, visited any website, patient portal, social media site, or bill payment site of Oklahoma Surgical Hospital.”**

8. Are there exceptions to being included?

Yes. The Settlement Class does not include: **(i) OSH and each of its owners, LLC members, officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; and (iii) the presiding judge, and her staff and family.**

III. THE LAWYERS FOR SETTLEMENT CLASS MEMBERS

9. Do I have a lawyer in the case?

If you are a Settlement Class Member, you have lawyers for purposes of pursuing approval of the Settlement and having it enforced if it is approved. The Court appointed the following persons and firms as “Class Counsel” to represent the Settlement Class as a whole in connection with the proposed Settlement. If you want to be represented by your own lawyer, whether for purposes of objecting to the settlement or otherwise, you may hire one at your own expense if you choose to do so. J. Gerard Stranch, IV, and Andrew E. Mize of Stranch, Jennings, & Garvey, PLLC are Lead Class Counsel and Jason B. Aamodt and Matthew D. Alison of Indian & Environmental Law Group, PLLC, Lynn A. Toops of Cohen & Malad, LLP, and Samuel J. Strauss and Raina Borelli of Strauss & Borelli PLLC are Additional Class Counsel.

10. How will Class Counsel be paid?

Class Counsel will apply to the Court for an award of attorneys’ fees and expenses of \$333,333.33, which is approximately one-third of the Value of the Settlement. Including those attorneys’ fees and expenses, Costs of Claims Administration, the Class Representative’s service award, and the \$12 settlement benefit made available to be claimed by each of the approximately 55,664 Potential Settlement Class Members, the total Value of the Settlement is estimated to be

**This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.OSHsettlement.com or call (833) 890-4896.**

over \$1,000,000. Any amount the Court awards in attorneys' fees and expenses shall not exceed \$333,333.33 and shall be paid by OSH separately from any payment to Settlement Class Members.

Class Counsel will also ask the Court to approve a service award of \$5,000 for the Person who brought this suit on behalf of the Settlement Class under the pseudonym Jane Doe, as an award for her service to the Settlement Class.

Class Counsel's application for attorneys' fees, expenses, and service awards will be made available on the Settlement Website at www.OSHsettlement.com before the deadline for you to comment on or object to the Settlement or exclude yourself from it. You can also request a copy of the application by contacting the Settlement Administrator at (833) 890-4896.

The Court will decide whether to award attorneys' fees and expenses and service awards in those amounts or in lesser amounts. Any attorneys' fees, expenses, or service awards approved by the Court will be paid by OSH separately from any payments to Settlement Class Members. OSH has reserved the right to object or comment on Class Counsel's request for attorneys' fees and expenses in the District Court and has also agreed not to appeal any order of the District Court awarding attorneys' fees and expenses.

IV. BENEFITS FOR SETTLEMENT CLASS MEMBERS

11. What monetary benefits does the Settlement provide?

Under the Settlement, OSH will pay each Settlement Class Member who submits under oath a timely and Valid Claim containing the required information a \$12 Settlement Benefit. No Settlement Class Member may receive more than one \$12 Settlement Benefit.

OSH will have no other financial obligations to any Settlement Class Member with respect to the Released Claims.

12. How was the settlement benefit amount determined?

Counsel for the parties exchanged significant information about the features and configuration of the OSH website from July 1, 2021, through November 5, 2023, then conducted a mediation to try to resolve this case. Ultimately, all parties concluded and agreed that this Settlement and the Settlement Benefits offered to Settlement Class Members were in all respects fair, reasonable, and adequate for all Settlement Class Members. The Court has preliminarily agreed, subject to considering any comments or objections from Settlement Class Members.

13. How and when will Valid Claims be paid?

Settlement Class Members who submit a Valid Claim under oath containing all information required to qualify will receive a check for \$12. If any checks remain uncashed 120 days after their

**This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.OSHsettlement.com or call (833) 890-4896.**

issue date, the amount of those uncashed checks will be donated to the charity OK Kids Korral or a different charity chosen by the Court.

The Court holds the Final Fairness Hearing on **September 26, 2025 at 9:30AM CT**, and if the Court thereafter grants final approval to the Settlement, checks will be mailed after all rights of appeal are exhausted. If there is no appeal, payment of Settlement Benefits is likely to be completed approximately 120 days after the Final Fairness Hearing. If there is an appeal, no payment will be due until the appeal is over, and then only if approval of the Settlement is upheld on appeal. Please be patient.

14. Will all Settlement Class Members who file claims receive the same amount?

Yes. Each Settlement Class Member who submits under oath a timely and Valid Claim for compensation with all information required to qualify for a benefit will be paid one Settlement Benefit of \$12. Each Settlement Class Member may receive only one \$12 Settlement Benefit. Each Settlement Class Member is entitled to submit only one Settlement Claim for a Settlement Benefit.

V. HOW TO FILE A CLAIM

15. How do I file a Claim Form for compensation?

To claim a cash payment, you need to submit an online Claim Form on the Settlement Website at www.OSHsettlement.com or mail a written Claim Form to:

Settlement Administrator – 83236
c/o Kroll Settlement Administration LLC
P.O. Box 225391
New York, NY 10150-5391

Your written Claim Form must reference “Jane Doe v. OSH Settlement” and must include the following: (i) your full legal name; (ii) your current mailing address, email address, and phone number; (iii) a statement that you have not submitted more than one claim for benefits from the Settlement; (iv) a statement that you visited an OSH online website, payment portal, or social media site between July 1, 2021 and November 5, 2023, and which such site(s) you visited; (v) the words “I declare under oath that the information in this claim is true and correct to the best of my knowledge and belief”; and (vi) your personal signature. A Claim Form can also be found on the Settlement Website at www.OSHsettlement.com for your use.

Your personal signature may be either handwritten or by DocuSign or similar electronic signature service.

The Claims Deadline to file a Settlement Claim is **December 26, 2025** (this is the postmark deadline for mailed claims and the emailing deadline for electronic claims).

This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.OSHsettlement.com or call (833) 890-4896.

16. Can I submit multiple Settlement Claims?

No. Each Settlement Class Member may submit only one Settlement Claim and may receive only one \$12 Settlement Benefit.

17. What happens if my claim is not accepted?

The Settlement Administrator may reject Claim Forms that are duplicates of another Settlement Claim, are reasonably suspected to be fraudulent, are submitted after December 26, 2025, or do not contain all required information and a personal signature. The Settlement Administrator may also reject Claim Forms submitted by individuals it reasonably determines are not members of the Settlement Class. Before rejecting a claim, the Settlement Administrator may notify the claimant to give the claimant an opportunity to correct any deficiency.

18. What if my address changes after submitting my Claim Form?

If, after you submit a Claim Form, you change your mailing address, email address, or the electronic payment information provided on your Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may do so by contacting the Settlement Administrator using the contact information in **Question 30**.

VI. LEGAL RIGHTS RESOLVED THROUGH THE SETTLEMENT

19. What rights am I giving up to stay in the Settlement Class?

If you do not exclude yourself from the Settlement Class, you will stay in the Settlement Class and you will therefore be giving up what are called “Released Claims” against the “Released Parties” as these terms are fully defined in paragraph 1.24 and paragraph 1.25 of the Settlement Agreement, which is available at www.OSHsettlement.com. This means, among other things, that you are giving up the right to claim compensation from OSH for the claims raised in the complaint or for any other claims that information about you or any visit you made to any OSH website, payment portal, or other online site or platform between July 1, 2021 and November 5, 2023 was improperly shared with third parties. The Persons you are releasing include OSH, its physicians, officers, directors, members, vendors, insurers, agents, and representatives, among others.

All the decisions by the Court will bind you unless you exclude yourself from the Settlement (see **Questions 26–28**).

Again, Paragraph 1.24 and paragraph 1.25 of the Settlement Agreement define the claims that will be released by Settlement Class Members who do not exclude themselves from the Settlement and the parties who will be released. You can access the Settlement Agreement and

**This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.OSHsettlement.com or call (833) 890-4896.**

read the details of the legal claims being released at www.OSHsettlement.com. If you have any questions about what this means, you can contact Class Counsel or the Settlement Administrator (see **Questions 9 and 30**).

VII. OBJECTING TO THE SETTLEMENT

20. If I don't like the Settlement, how do I tell the Court?

If you do not exclude yourself from the Settlement, you can ask the Court to deny approval by filing an objection. You can object to any aspect of the Settlement, to Class Counsel's request for attorneys' fees and expenses, to the certification of the Settlement Class, to the request for service awards, or anything else about this settlement.

Objecting to the Settlement means asking the Court to deny approval to the Settlement. The Court can only approve or reject the Settlement. It cannot change the terms of the Settlement. If the Court denies approval of the Settlement, OSH will not be required to comply with the terms of the Settlement Agreement, no Settlement payments will be sent out, and the lawsuit will continue. If that is what you want to happen, you may object. You must submit your objection to the Settlement Administrator by mail **postmarked by September 9, 2025** to:

Settlement Administrator – 83236
c/o Kroll Settlement Administration LLC
P.O. Box 225391
New York, NY 10150-5391

Any objection to the proposed settlement must be in writing and contain the following:

- (i) the objector's full name, address, telephone number, and e-mail address (if any);
- (ii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., a copy of the Short Form Notice of this Settlement addressed to said objector);
- (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable;
- (iv) the identity of any and all counsel representing the objector in connection with the objection;
- (v) a statement as to whether the objector and/or his or her counsel will appear at the Final Fairness Hearing, and;
- (vi) the objector's personal signature and the signature of the objector's duly authorized attorney or other duly authorized representative, if any, (along with documentation setting forth such representation)

OBJECTIONS ARE WAIVED IF NOT POSTMARKED ON OR BEFORE September 9, 2025.

**This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.OSHsettlement.com or call (833) 890-4896.**

21. What is the difference between objecting and excluding myself?

You object to the Settlement when you disagree with some aspect of the Settlement and think the Court should not give Final Approval to the Settlement. An objection, like a comment, allows your views to be heard in Court. If you submit an objection, you will still be bound by the Settlement if the Court overrules your objection.

Excluding yourself from the Settlement means that you are no longer a Settlement Class Member and don't want the Settlement (including monetary payments) to apply to you. Once you are excluded, you lose any right to object to any aspect of the Settlement because the case no longer affects you.

22. Do I need to attend the Final Fairness Hearing if I file an objection?

If you file a timely written objection, you may, but are not required to, appear at the Final Fairness Hearing, either in Person or through your own attorney, as long as you state in your objection that you intend to appear at the hearing. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

VIII. FINAL FAIRNESS HEARING

23. When and where will the Court decide whether to approve the Settlement?

The Court will hold the Final Fairness Hearing at **9:30AM CT on September 26, 2025** in Courtroom 706 of the Tulsa County Courthouse, 500 S. Denver Ave., Tulsa, OK 74103. The hearing may be postponed to a different date or time or location without notice except on the Court's docket and the Settlement Website. The hearing may be scheduled to occur telephonically or by videoconference. Please check www.OSHsettlement.com for any updates about the Settlement or the Final Fairness Hearing. If the date or time, or format, of the Final Fairness Hearing changes, an update to the Settlement Website or the Court's docket is the only way you will be informed of the change.

At the Final Fairness Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court may listen to people who appear at the hearing and who have provided notice of their intent to appear at the hearing (see **Question 20**). The Court may also consider Class Counsel's application for attorneys' fees, expenses, and for the Class Representative's service award. At or after the hearing, the Court will decide whether to approve the Settlement and whether to approve Class Counsel's application for attorneys' fees, expenses, and the Class Representative's service award.

24. Do I have to come to the hearing?

**This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.OSHsettlement.com or call (833) 890-4896.**

No, you may attend at your own expense, but you do not have to. If you submit a written objection, the Court will consider it even if you do not come to the hearing. If you want to speak at the hearing, you must say so in your objection. You may also pay your own lawyer to attend the hearing, but it is not required that you hire your own lawyer.

25. May I speak at the hearing?

At the hearing, the Court will at its discretion hear any objections and arguments concerning the fairness of the Settlement and whether it should be approved.

As described more fully above in response to **Question 20**, you are eligible to speak at the Final Fairness Hearing if you (a) have mailed your written comment or objection to the Court on or before the **postmark deadline September 9, 2025**, and (b) stated in your comment or objection that you intend to appear at the Final Fairness Hearing.

You cannot speak at the hearing if you exclude yourself from the Settlement Class.

IX. EXCLUDING YOURSELF FROM THE SETTLEMENT

26. How do I exclude myself from the Settlement?

If you want to keep the right to sue or continue to sue OSH or the other Released Parties (see **Question 19**) based on claims this Settlement resolves, you must exclude yourself from the Settlement Class (sometimes called “opting out”).

To exclude yourself from the Settlement, you must mail a request for exclusion to the Settlement Administrator. The request for exclusion must include:

- a. The name and case number of this lawsuit (*Jane Doe v. Oklahoma Surgical Hospital, LLC*, Civil Action No. CJ-2023-03806)
- b. Your full name and mailing address, email address, and telephone number;
- c. A clear statement that you want to be excluded from the Settlement; and
- d. Your handwritten or electronically imaged written (e.g., “DocuSign”) signature. An attorney’s signature, or a typed signature, is not sufficient.

You must mail your request for exclusion, postmarked no later than **September 9, 2025**, to:

Settlement Administrator – 83236
c/o Kroll Settlement Administration LLC
P.O. Box 225391
New York, NY 10150-5391

**This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.OSHsettlement.com or call (833) 890-4896.**

You cannot exclude yourself by mailing a notification to any other location or after the deadline of **September 9, 2025**. You cannot exclude yourself by telephone or by email. Your exclusion letter must be signed by you, personally, and not your lawyer or anyone else acting on your behalf. “Mass” or “class” opt-outs made on behalf of multiple Persons or classes of Persons are not allowed and will be deemed invalid. No Settlement Class Member may submit an opt-out request for anyone but himself or herself.

27. If I do not exclude myself, can I sue OSH for the same thing later?

No. Unless you exclude yourself, you give up the right to sue OSH and the other Released Parties (see **Question 26**) for the claims that this Settlement resolves.

28. If I exclude myself, am I still represented by Class Counsel?

No. Class Counsel represents the Settlement Class as a whole. If you timely and properly exclude yourself from the Settlement Class, you are no longer part of the Settlement Class and are not represented by Class Counsel.

X. DOING NOTHING

29. What happens if I do nothing?

If you do nothing, and if the Settlement becomes Final, you will be part of the Settlement Class. By doing nothing, you will have not submitted a Valid Claim and therefore will not receive any monetary compensation from the Settlement. You will still give up your rights to sue (or continue to sue) OSH or the Released Parties (see **Question 19**) for claims arising out of or related to the allegations in the Plaintiffs’ complaint.

XI. GETTING MORE INFORMATION

30. How do I get more information?

This Notice summarizes the proposed Settlement. The precise terms are in the Settlement Agreement itself. You can get a copy of the Settlement Agreement, view other case documents, update your address and get additional information, updates, and answers to Frequently Asked Questions, by visiting www.OSHsettlement.com.

All of the case documents that have been filed publicly in this case are also available online through the Court’s Public Access to Oklahoma Supreme Court Network (OSCN) system at www.oscn.net. This case is called *Jane Doe v. Oklahoma Surgical Hospital, LLC*, CIVIL ACTION NO. CJ-2023-03806. You may obtain case documents by visiting the office of the Clerk of the Court for the District Court of Tulsa County, Oklahoma, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

**This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.OSHsettlement.com or call (833) 890-4896.**

You can also get additional information or request a copy of the Settlement Agreement by calling toll-free **(833) 890-4896** or writing to the Settlement Administrator via the Contact form on the Settlement Website at www.OSHsettlement.com OR by mail to:

Settlement Administrator –83236
c/o Kroll Settlement Administration LLC
P.O. Box 225391
New York, NY 10150- 5391

**PLEASE DO NOT CONTACT THE COURT OR THE COURT CLERK'S
OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM
PROCESS.**

**This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.OSHsettlement.com or call (833) 890-4896.**