

**WILLIS-KNIGHTON MEDICAL  
CENTER**

**CADDO PARISH, LOUISIANA**

**ORDER PRELIMINARILY APPROVING  
SETTLEMENT AGREEMENT AND DIRECTING  
NOTICE TO POTENTIAL CLASS MEMBERS**

After reviewing the Statement informing the Court of the execution of a Settlement Agreement (“Settlement Agreement”) between the Parties, this matter came before the Court to Order the dissemination of a Notice of Proposed Class Settlement (“Notice”) to all Class Members, to preliminarily approve the Settlement, and to set the date for the Fairness Hearing.

The Court having read and considered the Parties’ Statement, the Settlement Agreement and attached exhibits, including the proposed Notice, finds there are sufficient grounds to enter this Order.

**IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED THAT:**

1. The Court, for purposes of this Order, adopts all defined terms as set forth in the Settlement Agreement.

2. The Settlement Agreement is preliminarily approved, as the terms are within the range of possible approval as being fair, reasonable, and adequate, and the proposed Notice to the Settlement Class of the settlement terms and conditions, and the scheduling of a final fairness hearing is reasonable under the circumstances.

3. The Claims Administrator shall be responsible for: (i) arranging for the mailing of the Notice to the Class Members and the creation of an Internet site dedicated to informing Class Members about the status and terms of the Settlement Agreement;

(ii) complying with the requests for the Notice; and (iii) payment of any amounts due to the

later than thirty (30) business days following the date of this Order. A copy of the Notice, in the attached form, shall be mailed by first-class U.S. mail, postage prepaid, to all Class Members in accordance with the Settlement Agreement. Willis-Knighton shall bear the costs of dissemination of the Notice pursuant to the terms of the Settlement Agreement.

4. A hearing to approve the Settlement Agreement (“Fairness Hearing”) shall be held before this Court on January 30, 2012, at 2:00 p.m.: (a) to determine whether the proposed Settlement Agreement is fair, adequate, and reasonable, and should be approved, and whether the Final Judgment should be entered as to claims asserted, or which could have been asserted, against the Released Parties on the merits; (b) to consider Class Counsel’s Motion for Award of Attorneys’ Fees and Expenses; and (c) to reserve jurisdiction to effect and enforce the Settlement Agreement.

5. The Court approves the form of Notice attached, which is substantially the same as the form attached as **Exhibit A** to the Settlement Agreement, and finds that the procedures established for mailing and distributing such notices substantially in the manner and form set forth in paragraph 3 of this Order meet the requirements of the State of Louisiana and due process and constitute the best notice practicable under the circumstances. Notice shall be sent to all Class Members.

6. To effectuate the provision of notice provided in paragraph 3 above, the Claims Administrator shall be responsible for the receipt of all responses from the Settlement Class Members and, until further order of this Court, shall preserve all entries of appearance, requests for exclusion, and any and all other written communications from Class Members or any other person in response to the Notice. The Claims Administrator shall provide or cause to be provided to Class Counsel copies of all such documents upon request (other than objections, if any, to the Settlement Agreement), until no longer

7. Before the date fixed by this Court for the Fairness Hearing, the Claims Administrator shall cause to be filed with the Clerk of the Court affidavits or declarations of the person or persons under whose general direction the mailing of the Notice in paragraph 3 has been made, showing that such mailing has been made in accordance with this Order. Further, prior to the Fairness Hearing, Class Counsel will file their Motion for Attorney Fees and Costs.

8. Each Settlement Class Member will be bound by the proposed Settlement provided for in the Settlement Agreement, and by the Final Judgment or any other determination by this Court affecting the Class. Any member of the Class may appear at the Fairness Hearing, in person or through counsel, to object and be heard in opposition to any of the matters to be heard at the Fairness Hearing, including: (a) the requested approval of the Settlement Agreement as fair, adequate, and reasonable; (b) Class Counsel's Motion for Award of Attorneys' Fees and Expenses; and/or (c) the requested entry of the Final Judgment. A member of the Class cannot request exclusion from the Class AND object to the Settlement Agreement. For any objection to be considered by the Court, the objector must mail a valid written objection, and it must be postmarked by no later than January 7, 2012. In order to be valid, the written objection must set forth: (a) state in writing all Objections, including the fact that the Objector objects to the Proposed Settlement and the reasons therefore; (b) a statement as to whether the objector intends to appear at the Fairness Hearing, either in person or through counsel; (c) a detailed statement of the specific basis for the objection; (d) the name that is set forth on the Notice that was sent to the objector; (e) the objector's current name, if different from the name set forth on the Notice; (f) the objector's current address; (g) the objector's current telephone number and, if available, telecopier number; and (h) the objector's signature or that of his or her authorized representative. If an objection does not include all of the required information or if it is not timely mailed to the three correct addresses,

objection and shall forever be foreclosed from making any objection to the fairness, adequacy, or reasonableness of the Settlement Agreement, Class Counsel's Motion for Award of Attorneys' Fees and Expenses, and the proposed Final Judgment.

9. The Court expressly retains the power to adjourn the Fairness Hearing, without any further notice other than an announcement at the Fairness Hearing of the adjournment thereof, and to approve, modify, or disapprove the Settlement Agreement without further notice to members of the Settlement Class. The Court retains jurisdiction over this Action to consider all further applications arising out of or connected with the proposed Settlement Agreement.

10. The Parties to this Settlement, counsel in any capacity in which they may act under the authority of the Settlement Agreement, and any employees or Agents of such law firms or the Parties to the Settlement Agreement (including, without limitation, those employees and independent contractors who may furnish services in connection with the proposed Settlement) shall not be liable for anything done or omitted in connection with the Settlement Agreement except for their own willful misconduct.

11. The Parties to the Settlement Agreement are directed to carry out their current obligations under the Settlement Agreement.

12. In the event that the Settlement Agreement is not approved by the Court, or the Court enters the Final Judgment and it is vacated or modified on appeal, or the Effective Date for any other reason does not occur, then the Settlement Agreement and any actions to be taken in connection with it: (a) shall be vacated and terminated and shall become null and void for all purposes, and all negotiations, transactions and proceedings connected with it; (b) shall be without prejudice to the rights of any Party; (c) shall not be deemed or construed as evidence or an admission by any Party of any fact, matter or thing; and (d) shall not be admissible in evidence or used for any purpose in any

Settlement.

SIGNED this 29 day of August, 2011.

JUDGE ROY L. BRUN

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ROY L. BRUN  
DISTRICT JUDGE

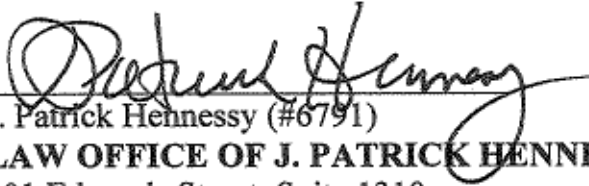
ENDORSED FILED  
TORI HAYES, Deputy Clerk

AUG 29 2011

TRUE COPY FILED

CADDO PARISH

Dated: August 23, 2011



J. Patrick Hennessy (#6791)

**LAW OFFICE OF J. PATRICK HENNESSY**

401 Edwards Street, Suite 1310

Shreveport, Louisiana 71161-0091

ALAN STEGALL (#25885)

**LAW OFFICE OF ALAN STEGALL**

401 Edwards Street, Suite 1310

Shreveport, Louisiana 71161-0091

KEITH M. WELCH (#13347)

**SIMON, FITZGERALD, COOKE, REED & WELCH**

4700 Line Avenue, Suite 200

Shreveport, Louisiana 71106-1546

*Class Counsel*

Date: 01/03/11

~~Lamar P. Pugh (#20070)~~  
**PUGH, PUGH & PUGH**  
333 Texas Street, Suite 2100  
Shreveport, LA 71101-5302

Mr. James Beatty  
P. O. Box 16825  
Jackson, MS 39236

Mr. Jeffrey Layne  
**FULBRIGHT & JAWORSKI, L.L.P.**  
600 Congress Avenue Suite 2400  
Austin, Texas 78701-2978

Ms. Lesley Reynolds  
**FULBRIGHT & JAWORSKI L.L.P.**  
801 Pennsylvania Avenue, N.W.  
Washington, D.C. 20004-2623

*Counsel for Defendant Willis-Knighton Medical Center*