

**IN THE UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF MISSISSIPPI  
SOUTHERN DIVISION**

JONES, ET AL v. Singing River Health System, et al. Case No. I: 14-cv-00447-LG-RHW  
COBB, ET AL v. Singing River Health System, et al. Case No. I: 15-cv-00001-LG-RHW  
LOWE, ET AL v. Singing River Health System, et al. Case No. I: 15-cv-00044-LG-RHW

**IN THE CHANCERY COURT OF JACKSON COUNTY, MISSISSIPPI**

DONNA B. BROUN, ET AL., PLAINTIFFS CAUSE NO. 2015-0027-NH  
VIRGINIA LAY, PLAINTIFF CAUSE NO. 2015-0060-NH

**STIPULATION AND AGREEMENT  
OF COMPROMISE AND PRO TANTO SETTLEMENT**

This Stipulation and Agreement of Compromise and Pro Tanto Settlement (the "Stipulation" or "Settlement") is entered into this 22nd day of December, 2015, by (a)(i) Thomas Jones, Joseph Charles Lohfink, Sue Beavers, Rodolfoa Rei, Hazel Reed Thomas, Regina Cobb, Susan Creel, Phyllis Denmark, and Martha Ezell Lowe, individually and as representatives of an agreed-upon class of similarly situated persons, who collectively are the plaintiffs ("Federal Plaintiff" or "Representative Plaintiffs") in the above-captioned federal consolidated proceedings, and (ii) Donna B. Broun, Alisha Dawn Smith, Johnys Bradley, Cabrina Bates, Vanessa Watkins, Bart Walker, Linda D. Walley, and Virginia Lay, individually as beneficiaries of and derivatively for and on behalf of Singing River Health System Employee's Retirement Plan and Trust ("State Plaintiffs") (State Plaintiffs and Federal Plaintiffs are collectively referred to as "Plaintiffs"); (b) Singing River Health System Employees' Retirement Plan and Trust and Special Fiduciary (as defined below) (collectively, the "Plan" or "Trust"); (c) Singing River Health System, its current and former Board of Trustees (individually and in their official capacities), agents, servants and/or employees ("SRHS"); (d) Singing River Health Services



Foundation, Singing River Health System Foundation f/k/a Coastal Mississippi Healthcare Fund, Inc., Singing River Hospital System Foundation, Inc., Singing River Hospital System Benefit Fund, Inc., and Singing River Hospital System and all of their current and former employees, agents, and inside and outside counsel and their firms (the “Other SRHS Defendants”); and (e) current and former Trustees of the Trust (in their individual and official capacities) (“Plan Trustees”), subject to the approval of the United States District Court for the Southern District of Mississippi (the “District Court”) as provided for below. SRHS, the Other SRHS Defendants, and Plan Trustees are collectively referred to as “Defendants” or “Settling Defendants.” All individuals or entities listed in (a)-(e) shall be collectively referred to as the “Parties.” Jackson County Board of Supervisors, Jackson County as a political subdivision of the State of Mississippi, the individual members of the Board of Supervisors in their official capacities and in their individual capacities and for the agents and employers of Jackson County, MS, are collectively referred to as “Jackson County”. Jackson County and Settling Defendants are collectively referred to as “Released Persons.”

Solely for the purposes of this Settlement, and without any prejudice to the parties to take a contrary position in future litigation, Transamerica Retirement Solutions Corporation (“Transamerica”), KPMG, LLP (“KPMG”), FiduciaryVest, LLC, and Trustmark National Bank (and any of its related affiliates), are not “agents” or “employees” of SRHS as those terms are used in this Stipulation. The purpose of this paragraph is to make clear the Parties’ intent that any claims that have been or could be made against Transamerica, KPMG, FiduciaryVest, LLC, and Trustmark National Bank (and any of its related affiliates) are not released as part of this Settlement.

**WHEREAS:**

A. The original action filed in the District Court related to the alleged inadequate funding of the Trust was *Jones, et al. v. Singing River Health Services Foundation, et al.* Case No. 1:14-cv-447-LG-RHW. On June 15, 2015, the District Court consolidated the *Jones* matter with *Cobb, et al. v. Singing River Health System, et al.*, Case No. 1:15-cv-1-LG-RHW and *Lowe v. Singing River Health System, et al.*, Case No. 1:15-cv-44-LG-RHW (the consolidated cases are collectively referred to as the “Federal Action” and include allegations made in any of the three consolidated cases). On January 12, 2015, the case of *Donna Broun, et al. v. Singing River Health System, et al.*, Cause No. 2015-0027-NH was filed in the Jackson County Chancery Court (“Chancery Court”). On January 20, 2015, the case of *Virginia Lay, et al. v. Singing River Health System, et al.*, Cause No. 2015-0060-NH was also filed in the Jackson County Chancery Court (the *Broun* and *Lay* cases shall be referred to as the “State Actions”) (collectively, the Federal Action and State Actions will be referred to as “State and Federal Actions” or “Actions”).

B. The Federal Action was commenced with the filing of the complaint and proceeded on behalf of a putative class of all current and former employees of Singing River Health System who participated in the Singing River Health System Employees’ Retirement Plan and Trust. The Class definition shall be amended to include spouses, alternate payees, death beneficiaries, or any other person to whom a plan benefit may be owed.

C. Plaintiffs’ Counsel obtained substantial formal and informal discovery from Defendants in the State and Federal Actions. In addition, counsel for the putative class conducted their own investigation into Settling Defendants’ conduct.

D. The Federal Action alleged and asserted claims arising from alleged actions that occurred during each year from 2008 forward.

E. Nothing in this Stipulation is to be construed in any way contrary to any prior or subsequent rulings of the District Court regarding the scope, nature and validity of any claims made in any suits related to the SRHS pension plan.

F. Based on an extensive review and analysis of the relevant facts and legal principles, Plaintiffs' Counsel believe that the terms and conditions of the Settlement are fair, reasonable and adequate, and beneficial to and in the best interests of Plaintiffs and the proposed Settlement Class (as defined below). Plaintiffs' Counsel have determined to execute this Stipulation and urge approval by the Courts of the settlement after considering that the settlement provides for members of the Settlement Class to receive relief in the most expeditious and efficient manner practicable, and thus much sooner than would be possible were the claims asserted to continue to be litigated.

G. Defendants deny that their actions violate applicable law in any respect. Defendants enter into this Stipulation and agree to the certification of the defined class only for purposes of this settlement so that Defendants can avoid the significant cost and uncertainty associated with ongoing litigation of the Actions.

H. Among others, the purpose of this Stipulation is to define the obligation of SRHS to make payments to the Trust.

In the light of the foregoing, the Parties propose to settle the Actions in accordance with the terms, provisions and conditions of this Stipulation as set forth below.

**NOW, THEREFORE, IT IS STIPULATED AND AGREED**, subject to approval by the Courts as provided herein and pursuant to Rule 23, Federal Rules of Civil Procedure (the “Federal Rules”), by and between Released Persons, the Trust and Plaintiffs (for themselves and for the Settlement Class (defined below)), that all claims, rights and causes of action, damages, losses, liabilities and demands of any nature whatsoever, whether known or unknown, that are, could have been or might in the future be asserted by the Trust, any Plaintiffs or any member of the Settlement Class (whether directly, representatively or in any other capacity), against Released Persons, in connection with or that arise out of any acts, conduct, facts, transactions or occurrences, alleged or otherwise asserted or that could have been asserted in the Actions related to the failure to fund the Trust and/or management or administration of the Plan (collectively referred to as the “Settled Claims”) shall be compromised, settled, released and discharged with prejudice, upon and subject to the following terms and conditions:

1.0 **Settlement Class**. For settlement purposes only and subject to approval by the Courts, the Federal Action shall proceed on behalf of a settlement class (the “Settlement Class”) defined as follows:

All current and former employees of Singing River Health System who participated in the Singing River Health System Employees’ Retirement Plan and Trust, including their spouses, alternate payees, death beneficiaries, or any other person to whom a plan benefit may be owed.

Solely for the purposes of this Settlement and its implementation, the Federal Action shall proceed as a class action on behalf of the Settlement Class as defined above. If, and only if, such settlement fails to be approved or otherwise fails to be consummated, this class definition is not binding.

1.1 **Exclusions.** If the District Court denies the request for a non-opt out class, any individuals who validly request exclusion in accordance with the procedures in paragraphs 6.0 to 6.4 shall be excluded.

1.2 **Settlement Class Counsel.** The firms of Reeves & Mestayer and Cunningham Bounds, LLC shall be appointed as “Settlement Class Counsel.”

1.3 **Class Member List.** Defendants and Settlement Class Counsel shall reach an agreement as to which members are in the Settlement Class (“Class Members”), all of whom are identifiable (the “Class Member List”) and the last known address for each Class Member from Defendants’ internal files. If the Parties do not agree on the inclusion of any putative individual on the Class Member List, the matter shall be submitted to the District Court for decision, and its decision shall be final and not appealable. Prior to the Fairness Hearing (defined in Paragraph 4.0), the Parties shall file a list of the Class Members. If the District Court requires an opt-out class, the Parties shall file a list of any persons who have requested exclusion from the Settlement Class.

2.0 **Settlement Consideration.** Within fifteen (15) days of the date of the Final Settlement (defined below), the payment schedules set forth in Exhibits A and B shall become effective. SRHS will pay \$156,400,000 to the Trust over time for the benefit of Class Members, as set forth in Exhibit A (“SRHS Consideration”), less any amounts required to pay attorney fees and expenses (see Paragraph 8.0). To support the indigent care and principally to prevent default on a bond issue by supporting the operations of SRHS, Jackson County will pay \$13,600,000 to SRHS over time, as set forth in Exhibit B (“County Support”), pursuant to separate written agreement (attached as an addendum to this Stipulation). No individual person(s) will be

responsible for, nor have any obligation to pay, the SRHS Consideration or County Support. Payment of the SRHS Consideration, less attorneys' fees and expenses, is SRHS's only obligation to the Trust. Should SRHS default on its obligation to make a payment for the SRHS Consideration, there shall be a summary proceeding in the Chancery Court through which the Chancery Court may enter judgment on 10 days' notice in favor of the Trust and against SRHS for the unpaid balance of the SRHS Consideration reduced to present value after applying a 6% discount ratio, and Settling Defendants will not raise any substantive defenses on the merits of the underlying claims.

2.1 **Representative Plaintiffs.** In addition to the compensation described above, upon the Settlement becoming final, Defendants shall pay \$2,500 in each of the *Jones, et al. v. Singing River Health Services Foundation, et al.* Case No. 1:14-cv-447-LG-RHW, *Cobb, et al. v. Singing River Health System, et al.*, Case No. 1:15-cv-1-LG-RHW, *Lowe v. Singing River Health System, et al.*, Case No. 1:15-cv-44-LG-RHW, *Donna Broun, et al. v. Singing River Health System, et al.*, Cause No. 2015-0027-NH and *Virginia Lay, et al. v. Singing River Health System, et al.*, Cause No. 2015-0060-NH cases, to be split evenly between the respective State Plaintiffs and Federal Plaintiffs in all five actions, for serving in the capacity of a representative, subject to approval of the Courts. Each respective State Plaintiff and Federal Plaintiff will not seek an amount in excess of their share of the \$2,500 per case as a service fee award to be paid, and Defendants will not oppose any motion filed in conjunction with this Settlement that such an award be allowed, such amount to be paid in addition to, and not out of, the total consideration to be paid to Class Members. Defendants shall not be obligated to pay any incentive award in excess of \$2,500 per case (or \$12,500 total).

2.2 **Class Notice - Mailing.** The best notice practicable of this Action, proposed Settlement, and pendency of the Settlement Class, pursuant to Rule 23(c)(2) of the Federal Rules, consists of direct notice by mail to the individual Class Members all of whom are identifiable, consistent with Rule 23(e) of the Federal Rules of Civil Procedure. The Settlement Administrator shall be responsible for the mailing, and Defendants shall be responsible for all of the associated costs.

2.3 **Affidavit or Report.** Before the Fairness Hearing (defined in Paragraph 4.0), Defendants shall file an affidavit or report evidencing compliance with Paragraph 2.2.

3.0 **Full Settlement.** The obligations of Released Persons under this Stipulation shall be in full settlement, compromise, release and discharge of the Settled Claims. Plaintiffs, through their designated agents, covenant not to sue the Released Persons. Upon approval of the Settlement, the Released Persons shall have no other or further liability or obligation to any member of the Settlement Class in any court or forum (including state or federal courts) with respect to the Settled Claims or to contribute any amount to the Trust, other than as provided in Paragraph 2.0.

4.0 **Approval.** As soon as possible after the execution of this Stipulation and after notice to the Chancery Court, Settlement Class Counsel shall move the District Court for an order (a) preliminarily approving the Settlement memorialized in this Stipulation as fair, reasonable and adequate, including the material terms of this Stipulation; (b) setting a date for a final approval hearing (“Fairness Hearing”); (c) approving the proposed class notice (“Class Notice”) and authorizing its dissemination to the Settlement Class; and (d) setting deadlines consistent with this Stipulation for mailing of the Class Notice, filing of objections, filing of



motions to intervene, and filing papers in connection with the Fairness Hearing and the consideration of the approval or disapproval of the Settlement (“Preliminary Approval Order”). Defendants will not oppose the entry of the Preliminary Approval Order. The Parties shall request the District Court to schedule a hearing on said motion.

5.0 **Order and Final Judgment.** If the District Court approves the Settlement following a Fairness Hearing, the Parties shall jointly request that the District Court enter an Order and Final Judgment (“Final Order”) that includes, among other provisions determined by the District Court, the following:

- (a) approving the settlement as fair, reasonable and adequate and directing consummation of the settlement in accordance with its terms and provisions;
- (b) entering a final judgment declaring the Federal Action to be a proper class action for settlement purposes pursuant to Rule 23 of the Federal Rules and dismissing all claims in the Federal Action with prejudice as against all Released Persons and all members of the Settlement Class, without costs except as provided, subject only to compliance by the Parties with the terms and conditions of the Stipulation and any order of the Courts with reference to the Stipulation;
- (c) permanently barring and enjoining the institution or prosecution by Plaintiffs or any member of the Settlement Class, either directly or in any other capacity, of any action asserting claims that are Settled Claims;
- (d) releasing and discharging, on behalf of the Settlement Class and Plaintiffs, the Released Persons from all Settled Claims;

(e) granting continuing authority and exclusive jurisdiction over implementation of the Settlement, and over enforcement, construction and interpretation of this Stipulation to the Chancery Court; and

(f) approving the award of attorneys' fees and granting continuing jurisdiction over the payment of those fees to the Chancery Court.

5.1 **Cooperation on Final Dismissal.** Upon or before the execution of this Stipulation, all current and former trustees on the SRHS Board of Trustees will be dismissed, in their individual capacities, from the above-styled litigation without prejudice, subject to a tolling agreement. Notwithstanding the preceding sentence, the Parties will cooperate in seeking approval from the Courts for the establishment of a mutually satisfactory procedure to secure the complete and final dismissal of Defendants from the Federal and State Actions in accordance with the terms of this Settlement. The Parties shall jointly take such steps that may be necessary or requested by the Courts and otherwise use their best efforts to effectuate this settlement.

5.2 After the District Court issues its Fairness Hearing ruling, the Parties will jointly petition the Chancery Court to formally approve the Settlement.

6.0 **Requests for Exclusion from the Settlement Class.** Paragraphs 6.0 through 6.4 apply only if the District Court declines to certify a non-opt out class. Requests for exclusion from the Settlement Class shall contain an explicit statement of the Settlement Class Member's desire to be excluded, list the name and address of the person seeking exclusion ("Request for Exclusion"), be signed by the Settlement Class member and not by his or her representative or counsel, and be postmarked and mailed no later than fourteen (14) days prior to the date of the first setting of the Fairness Hearing on this Settlement, scheduled pursuant to the Preliminary

Approval Order. Requests for Exclusion shall be signed by each Class Member requesting exclusion and submitted by mailing them to the P.O. Box address referred to in the Class Notice.

6.1 Each potential Settlement Class member who does not submit a properly completed Request for Exclusion no later than fourteen (14) days prior to the date of the first setting of the Fairness Hearing on this Settlement, scheduled pursuant to the Preliminary Approval Order, shall be included in the Settlement Class. For purposes of determining timeliness, a Request for Exclusion shall be deemed to have been submitted when postmarked and mailed, with postage prepaid and the envelope addressed in accordance with the instructions in the Class Notice. If the envelope does not reflect a postmark, the Request for Exclusion shall be deemed to have been submitted when received at the address provided for in the instructions in the Class Notice.

6.2 If a Request for Exclusion does not include all of the information specified in Paragraph 6.0 or if it is not timely submitted under Paragraph 6.1, it shall not be a valid Request for Exclusion, and the person filing such an invalid Request for Exclusion shall remain a member of the Settlement Class. All persons who properly file Requests for Exclusion from the Settlement Class shall not be members of the Settlement Class and shall have no rights with respect to the Settlement.

6.3 Requests for Exclusion may be filed only by individual Class Members. Any individuals who purport to opt-out of the Settlement as a group, aggregate or class of more than one person or on whose behalf such a purported opt-out is attempted (including an attempt by any bankruptcy trustee, whether a standing Chapter 13 trustee or otherwise, that attempts to or purports to opt-out of the Settlement on behalf of more than two persons or estates), shall be

ineffective and have no force and effect. In such event, those individuals shall be deemed Class Members for all purposes of the Settlement.

6.4 This Stipulation shall not be valid if more than a certain percentage of Class Members request exclusion pursuant to the opt-out class process outlined above. This agreed-upon percentage has been placed in writing by separate agreement and shall be delivered to the District Court under seal and shall not be made public.

7.0 **Definition of Finality.** The approval by the District Court and Chancery Court of the Settlement proposed in this Stipulation shall be considered final, and the Settlement shall be considered final, and Defendants' payment obligations shall arise, for purposes of this Stipulation: (a) following the entry by the Court of the Final Order and expiration of any applicable periods for the appeal of such Final Order, provided that no appeal is filed; (b) if an appeal is taken, following the entry of an order by an appellate court affirming the Final Order and expiration of any applicable period for the further appeal or review of the appellate court's affirmance of the Final Order (provided that no further appeal or review is sought), or upon entry of any stipulation dismissing any such appeal or further review with no right of further prosecution of the appeal; or (c) if an appeal or discretionary review is taken from any appellate court's decision affirming the Final Order, upon entry of an order in such appeal or review proceeding finally affirming the Final Order without right of further appeal or upon entry of any stipulation dismissing any such appeal with no right of further prosecution of the appeal (collectively, the "Final Settlement"). None of Defendants' obligations under this settlement shall become effective until the Final Settlement. Pursuant to a separate written agreement, the SRHS Consideration and the County Support shall be paid into escrow pending Final Settlement.

8.0 **Attorneys' Fees and Expenses.** Defendants acknowledge that Plaintiffs' counsel have asserted claims that allow for the payment of attorneys' fees, expenses, and costs in addition to Settlement Class relief. Plaintiffs' Counsel shall apply for approval of an award of attorneys' fees, plus reimbursement of specified expenses. Plaintiffs' Counsel's application for attorneys' fees and expenses shall be filed at least fourteen (14) days prior to the Fairness Hearing. Any attorneys' fees and expenses so awarded to Plaintiffs' Counsel shall not be payable unless and until the Final Order and Final Settlement, but shall be paid into an escrow account (consistent with the schedule set forth in Exhibit C) during the pendency of the proceedings described in Paragraph 7.0 following the award of attorneys' fees and expenses. Defendants have agreed to pay attorneys' fees and expenses, provided that any such award does not exceed \$6,450,000 in fees and \$125,000 in documented expenses, which may include expenses incurred in connection with administering the settlement. Plaintiffs' Counsel will not apply for a larger award of attorney fees unless Defendants oppose the request for the sum set forth in Exhibit C.

8.1 Defendants agree to pay the awarded fees and expenses to Plaintiffs' Counsel without reduction in any consideration in the form of a settlement payment to Class Members.

9.0 **Cost of Administration.** Defendants will advance the costs incurred in connection with the Class Notice and be responsible for its administration, including mailing. Except as provided in this Stipulation, Defendants shall bear no other expenses, costs, damages or fees incurred by any Plaintiffs, any member of the Settlement Class, or Settlement Class Counsel in connection with the Class Notice.

10.0 **Effect of Settlement Not Becoming Final.** If the Settlement does not become a Final Settlement, or does not become effective for any reason other than the failure of Plaintiffs

or Defendants to perform their respective obligations, then the Stipulation shall become null and void and of no further force and effect; all negotiations, proceedings, and statements relating thereto shall be without prejudice as to the rights of any and all Parties and their respective predecessors and successors; and all Parties and their respective predecessors and successors shall be restored to their respective positions existing before execution of this Stipulation.

11.0 **No Admissions.** This Stipulation and all related negotiations, statements and proceedings shall not in any event be construed as, or deemed to be evidence of, an admission or concession on the part of Defendants of any liability or wrongdoing; shall not be offered or received in evidence in any action or proceeding, or used in any way as an admission, concession or evidence of any liability or wrongdoing of any nature on the part of Defendants; shall not be construed as, or deemed to be evidence of, an admission or concession that Plaintiffs or any member of the Settlement Class have suffered any damage; and shall not be construed as, or deemed to be evidence of, an admission or concession on the part of Plaintiffs or any member of the Settlement Class that any of their claims asserted in the Action are without merit or that damages recoverable in the Actions do not exceed the aggregate of the amounts payable pursuant to this settlement.

12.0 **Injunctive Relief.** Following the entry of the Final Order, the Parties agree to jointly petition the Chancery Court for an order requiring that the Trust be monitored by the Chancery Court for the duration of the payment schedule. This monitoring will include quarterly reports given under oath to the Special Fiduciary by the SRHS CFO regarding all aspects of the financial condition of the hospital, the pension plan, and the status of the repayment schedule.

12.1 The Chancery Court has appointed a Special Fiduciary for the Trust (“Special Fiduciary”) whose sole fiduciary responsibility is and shall be to the Trust. The Special Fiduciary will also report to the Chancery Court on a quarterly basis regarding the financial condition of SRHS, the pension plan and the status of the repayment schedule. The Special Fiduciary will establish some reporting means such as a website or email distribution so that the Trust balance can be reported on a day certain each month to the Plan members.

12.2 Depending upon its future financial condition, SRHS may elect to accelerate the payment schedule set forth in Exhibit A. If this election occur, SRHS shall be entitled to reduce the future stream of payments ratably by the present value of the accelerated payment(s) using a six percent (6%) discount rate. It is specifically determined that nothing in this Stipulation constitutes any waiver, compromise or release of any claims for contractual, extra contractual claims, including punitive damages, attorney’s fees, expenses and costs that are or may be pursued by or on behalf of SRHS and any Defendants against Federal Insurance Company, Burlington Insurance Company, Chubb & Son, Inc., The Chubb Group of Insurance Company, and any “Chubb” company or company in privity with Chubb, including Stewart, Sneed and Hewes, and/or Bancorp South Insurance Services or any other person or firm involved in providing insurance to any of Defendants, without limitation. All such claims are reserved, including the right to pursue full reimbursement of all moneys paid by or on behalf of Defendants as part of this settlement. Defendants do not waive any claims that have or could yet be made for any relief from any accounting or actuarial firm that may exist or be determined to exist for the benefit of Defendants. Any recovery by SRHS or any other Defendant against any party or insurer who may be responsible for the repayment of (i) defense costs, expenses and/or

fees; (ii) expenses and costs associated with the pursuit of relief against any party that should be required to pay indemnity; and/or (iii) defense costs for or on behalf of any Defendant (collectively, "Defense Costs in Related Actions"), shall not be included in the calculation of any funds available to accelerate payment under this paragraph.

12.3 Excluding Defense Costs in Related Actions, if SRHS recovers any money from any other individual or entity, including, but not limited to, Transamerica or KPMG, by verdict, judgment, settlement, contract or agreement related to claims that have or could yet be made for any relief that may exist or be determined to exist for the benefit of Defendants associated with the facts and circumstances giving rise to the State Actions or Federal Action, or if additional insurance coverage for the claims in the above-captioned cases is or becomes available, then SRHS must provide written notice of the recovery to the Special Fiduciary and the Special Fiduciary may petition the Chancery Court to accelerate the payment schedule in Exhibit A. Defendants will have an opportunity to oppose the petition at a hearing. If the Chancery Court orders an acceleration of any of the payments, then Defendants will be bound by the Chancery Court's findings, subject to their rights to appeal any order of said court.

12.4 The payment of the SRHS Consideration may require modification of the Plan to equitably distribute the benefits paid. Any adjustment to the Plan can only be done with Special Fiduciary recommendation and Chancery Court approval after sixty (60) days' notice to the Class Members and opportunity for hearing. If the Chancery Court orders any modification and/or termination of the Plan, then the Class Members will be bound by the Court's/Special Fiduciary's findings regarding distribution, plan restructuring and/or Plan termination, subject to their rights to appeal any order of said court.



12.5 This Settlement does not change the terms of the Plan distributions that are unrelated to this Settlement, which may be modified or terminated only with the approval of the Special Fiduciary and the Chancery Court. Except as provided in this Stipulation, the current status of the Plan shall remain unchanged until the Chancery Court orders otherwise.

13.0 **Court Procedures**. Plaintiffs in the State Actions shall notify the Chancery Court of the Settlement and seek approval of the settlement process and attorneys' fees and expenses outlined in this Stipulation. The Representative Plaintiffs shall then move the District Court for approval of the Settlement with the implementation and oversight of the Settlement to be performed by the Chancery Court.

14.0 **Due Authority of Attorneys**. Each of the attorneys executing this Stipulation on behalf of one or more Parties warrants and represents that he or she has been duly authorized and empowered to execute this Stipulation on behalf of his or her respective clients.

15.0 **Entire Agreement and Interpretation**. This Stipulation, including all attached Exhibits, constitutes the entire agreement among the Parties with regard to this subject matter. This Stipulation may not be modified or amended except in writing signed by all signatories or their successors in interest. Change to this Stipulation can occur only with the stipulation of the Parties. The Parties acknowledge that the Courts cannot unilaterally modify the rights or obligations of the Parties under this Stipulation. This Stipulation shall be interpreted as if and deemed to have been drafted jointly by the undersigned counsel, and any rule that a writing shall be interpreted against the drafter shall not apply to this Stipulation.

16.0 **Successors**. This Stipulation, upon becoming operative through a Final Settlement, shall be binding upon and inure to the benefit of the settling Parties (including the

Settlement Class) and their respective heirs, executors, administrators, successors and assigns and upon any corporation, partnership or other entity into or with which any settling party may merge or consolidate.

17.0 **Counterparts.** This Stipulation may be executed in any number of actual or telecopied counterparts and by the different Parties on separate counterparts, each of which when so executed and delivered shall be an original. The executed signature pages from each actual or telecopied counterpart may be joined together and attached to one such original and shall constitute one and the same instrument.

18.0 **Waivers.** The waiver by any party of any breach of this Stipulation shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Stipulation.

19.0 **Governing law.** This Stipulation shall be construed and enforced in accordance with the internal laws of the State of Mississippi.


20.0 **Retention of jurisdiction.** The administration and consummation of the Settlement shall be under the authority of the Chancery Court, which shall retain jurisdiction to administer this Settlement, subject to ordinary review by the Appellate Courts.

AGREED, THIS THE 3rd DAY OF JANUARY, A.D., 2016.

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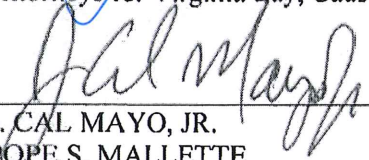
JIM REEVES  
MATHEWG. MESTAYER  
REEVES & MESTAYER, PLLC  
Interim Lead Plaintiffs' Counsel in Consolidated Actions  
Jones, et al v. Singing River Health System, et al.  
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JIM REEVES  
MATTHEW G. MESTAYER  
REEVES & MESTAYER, PLLC  
Attorneys for Virginia Lay, Cause No. 2015-0060-NH



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J. CAL MAYO, JR.  
POPE S. MALLETT  
MAYO MALLETT, PLLC  
Attorneys for Donna B. Broun, et al., Cause No. 2015-0027-NH

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BRETT K. WILLIAMS  
A. KELLY KESSOMS, III  
HANSON D. HORN  
DOGAN & WILKINSON, PLLC  
Attorneys for Singing River Hospital System, Singing River Health Services Foundation,  
Singing River Health System Foundation, Singing River Hospital System Foundation, Inc.,  
Singing River Hospital System Benefit Fund, Inc., Singing River Hospital System, Kevin  
Holland, Singing River Health System Board of Trustees, Michael J. Heidelberg, Allen L.  
Cronier, Tommy Leonard, Lawrence H. Cosper, Morris G. Strickland and Ira Polk

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STEPHEN B. SIMPSON  
DEUTSCH, KERRIGAN & STILES, LLP  
Special Fiduciary, Singing River Health System Employees' Retirement Plan and Trust

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ROY D. CAMPBELL, III  
BRADLEY, ARANT, BOULT & CUMMINGS, LLP  
Attorney for Gary Christopher Anderson

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DONALD C. DORNAN, JR.  
LAUREN R. HILLERY  
DORNAN LAW OFFICE, PLLC  
Attorney for Michael Crews

JEM

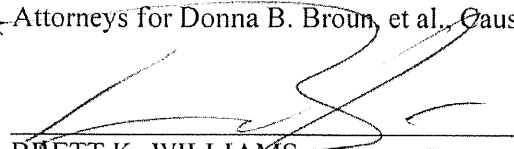
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JIM REEVES  
MATTHEW G. MESTAYER  
REEVES & MESTAYER, PLLC  
Attorneys for Virginia Lay, Cause No. 2015-0060-NH

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J. CAL MAYO, JR.  
POPE S. MALLETTE  
MAYO MALLETTE, PLLC  
Attorneys for Donna B. Brown, et al., Cause No. 2015-0027-NH

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BRETT K. WILLIAMS  
A. KELLY KESSOMS, III  
HANSON D. HORN  
DOGAN & WILKINSON, PLLC  
Attorneys for Singing River Hospital System, Singing River Health Services Foundation,  
Singing River Health System Foundation, Singing River Hospital System Foundation, Inc.,  
Singing River Hospital System Benefit Fund, Inc., Singing River Hospital System, Kevin  
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STEPHEN B. SIMPSON  
DEUTSCH, KERRIGAN & STILES, LLP  
Special Fiduciary, Singing River Health System Employees' Retirement Plan and Trust

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ROY D. CAMPBELL, III  
BRADLEY, ARANT, BOULT & CUMMINGS, LLP  
Attorney for Gary Christopher Anderson

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DORNAN LAW OFFICE, PLLC  
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Attorneys for Virginia Lay, Cause No. 2015-0060-NH

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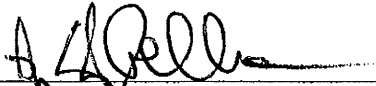
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MAYO MALLETTE, PLLC  
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A. KELLY KESSOMS, III  
HANSON D. HORN  
DOGAN & WILKINSON, PLLC  
Attorneys for Singing River Hospital System, Singing River Health Services Foundation,  
Singing River Health System Foundation, Singing River Hospital System Foundation, Inc.,  
Singing River Hospital System Benefit Fund, Inc., Singing River Hospital System, Kevin  
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Special Fiduciary, Singing River Health System Employees' Retirement Plan and Trust



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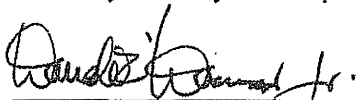
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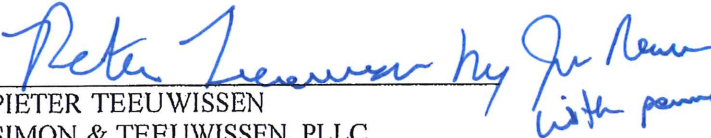
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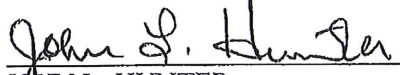
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SIMON & TEEUWISSEN, PLLC  
Attorney for Stephanie Barnes Taylor

  
JOHN L. HUNTER  
CUMBEST, CUMBEST, HUNTER & MCCORMICK, PA  
Attorney for Michael Tolleson

JOHN A. BANAHAN  
JESSICA B. MCNEEL  
CALEN J. WILLS  
BRYAN, NELSON, SCHROEDER, CASTIGLIOLA & BANAHAN, PLLC  
Attorneys for Stephen Nunenmacher, MD., Martin Bydalek, MD., William  
Descher, MD., Joseph Vice, MD., and Eric Washington, MD

STEPHEN G. PERESICH  
MARY VANSLYKE  
PAGE, MANNINO, PERESICH & MCDERMOTT, PLLC  
Attorneys for Hugo Quintana, MD

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Stipulation (subject to separate written agreement with SRHS) and not as a party to the Actions

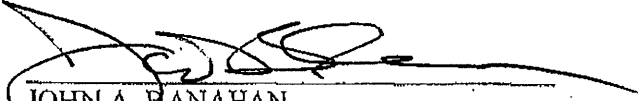
WILLIAM GUICE  
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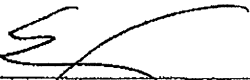
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WILLIAM GUICE  
RUSHING & GUICE  
Attorney for Jackson County

EXHIBIT A

Date	SRHS Consideration	
Upon District Court Approval of Settlement		\$4,000,000
September 30, 2016		\$1,200,000
September 30, 2017		\$1,200,000
October 7, 2017		\$1,200,000
September 30, 2018		\$1,200,000
October 7, 2018		\$1,200,000
September 30, 2019		\$1,200,000
October 7, 2019		\$1,200,000
September 30, 2020		\$3,000,000
October 7, 2020		\$1,200,000
September 30, 2021		\$3,000,000
October 7, 2021		\$1,200,000
September 30, 2022		\$3,000,000
October 7, 2022		\$1,200,000
September 30, 2023		\$3,000,000
October 7, 2023		\$1,200,000
September 30, 2024		\$4,500,000
October 7, 2024		\$1,200,000
September 30, 2025		\$4,500,000
September 30, 2026		\$4,500,000
September 30, 2027		\$4,500,000
September 30, 2028		\$4,500,000
September 30, 2029		\$4,500,000
September 30, 2030		\$4,500,000
September 30, 2031		\$4,500,000
September 30, 2032		\$4,500,000
September 30, 2033		\$4,500,000
September 30, 2034		\$4,500,000
September 30, 2035		\$4,500,000
September 30, 2036		\$4,500,000
September 30, 2037		\$4,500,000
September 30, 2038		\$4,500,000
September 30, 2039		\$4,500,000
September 30, 2040		\$4,500,000
September 30, 2041		\$4,500,000
September 30, 2042		\$4,500,000
September 30, 2043		\$4,500,000
September 30, 2044		\$4,500,000
September 30, 2045		\$4,500,000
September 30, 2046		\$4,500,000
September 30, 2047		\$4,500,000
September 30, 2048		\$4,500,000
September 30, 2049		\$4,500,000
September 30, 2050		\$4,500,000
September 30, 2051		\$4,500,000
<b>Total</b>		<b>\$156,400,000</b>

Exhibit B

Date	County Support	
Upon District Court Approval of Settlement		\$4,000,000
September 30, 2017		\$1,200,000
September 30, 2018		\$1,200,000
September 30, 2019		\$1,200,000
September 30, 2020		\$1,200,000
September 30, 2021		\$1,200,000
September 30, 2022		\$1,200,000
September 30, 2023		\$1,200,000
September 30, 2024		\$1,200,000
<b>Total</b>		<b>\$13,600,000</b>

Date	Attorneys' Fees
Upon District Court Approval of Settlement	\$2,000,000
September 30, 2016	\$1,200,000
September 30, 2017	\$1,750,000
September 30, 2018	\$1,500,000
<b>Total</b>	<b>\$6,450,000</b>

The Amount and Schedule of Payment are subject to the approval of the Court.