

*Carroll v. HealthSouth Arthroscopic & Laser Surgery Center of San Diego, L.P., et al.,
San Diego Superior Court, Case No. GIC806908*
Class Action Settlement Claim Form

INSTRUCTIONS:

Please submit this claim form if you wish to be included in this settlement and receive a settlement payment. For more details on the terms of the settlement please see the enclosed *Notice of Class Action Settlement*. Please carefully follow the directions below as improperly submitted forms may not be accepted:

- You must complete this Claim Form in its entirety using blue or black ink only.
- You may submit only one (1) Claim Form.
- All Claim Forms must be postmarked no later than the Response Deadline. The Response Deadline will be sixty (60) calendar days from the initial mailing of the Notice Packet to you, or notice by publication, unless the 60th day falls on a Sunday or Federal holiday, in which case the deadline will be extended to the next day on which the U.S. Postal Service is open.
- All completed Claim Forms must be mail returned to:

HealthSouth Claims Administrator
c/o Classaura Class Action Administration
1718 Peachtree St NW, Suite 1080
Atlanta, Georgia 30309
Phone: (888) 272-1245

CLAIMANT IDENTIFICATION:

First Name

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Last Name

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Address 1

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Address 2

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

City

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

State

--	--

Zip Code

--	--	--	--	--	--

Email Address

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

To all persons who were patients and treated at Arthroscopic & Laser Surgery Center of San Diego, L.P. (and all affiliated entities operating under fictitious business names related thereto); SHC San Diego, Inc.; or HealthSouth Corporation at the HealthSouth Sports Medicine and Rehabilitation Center formerly located at or about 5471 Kearny Villa Road, Suite 202, San Diego, California; and/or who received any surgery or treatment from Defendant Gary Losse, M.D. at Arthroscopic & Laser Surgery Center of San Diego, L.P. or the Kearny Villa location, from January 1, 1996 through December 15, 2000:

A. Select which Class Category (or Categories) you are a member of:

- Category 1:** Treated with Defendant Gary Losse, M.D. at Arthroscopic & Laser Surgery Center of San Diego, L.P. during the Class Period.
- Category 2:** Treated with some other physician than Defendant Gary Losse, M.D. at Arthroscopic & Laser Surgery Center of San Diego, L.P. during the Class Period.
- Category 3:** Received rehabilitation treatment at the HealthSouth Sports Medicine and Rehabilitation Center formerly located at or about 5471 Kearny Villa Road, Suite 202 (sometimes erroneously referred to as 5471 Kearney Villa Road), San Diego, California during the Class Period.

B. Based on your membership in one or more of the three (3) categories identified in section “A”, your estimated settlement payment will be:

- **Category 1:** \$5,000 - \$10,000
- **Category 2:** \$200 - \$500
- **Category 3:** \$50 - \$200

C. In order to receive your share of the settlement, you must sign and return this form to claim your portion of the settlement.

D. If you dispute your membership in one or more of the categories identified in section “A”, please write which, if any, category you believe you fit into: _____.

Please attach copies (not originals) of any supporting documents (i.e., medical records) you have. The Claims Administrator may contact you for further information.

RELEASED CLAIMS:

1. Plaintiffs'/Settlement Class Members' Release.

Upon the Effective Date [the latter of: (a) the date the Court grants Final Approval of the settlement (estimated at this time to be **November 10, 2016**, or (b) if any timely appeals are filed, the date of any final appellate ruling approving this settlement], and as a condition of receiving any Individual Settlement Payment and/or Class Representative Enhancement Payments, or failing to submit a valid Request for Exclusion, Plaintiffs and all Settlement Class Members, including their heirs, successors, and anyone else purporting to claim through them, agree to the additional following General Release: In consideration of Settling Defendants' promises and agreements as set forth herein, Plaintiffs, Settlement Class Members, and their heirs, successors, and anyone else purporting to claim through them, hereby fully and finally release HealthSouth Corporation; Arthroscopic & Laser Surgery Center of San Diego, L.P. (d/b/a HealthSouth Arthroscopic & Laser Surgery Center of San Diego, d/b/a HealthSouth/Oasis Surgery Center, and also d/b/a Oasis Surgery Center); SHC San Diego, Inc.; and HealthSouth Corporation (d/b/a HealthSouth Sports Medicine and Rehabilitation Center [erroneously named as HealthSouth Rehabilitation]), as well as their former or present parent entities, subsidiaries, predecessors, successors, assigns, and affiliates, and their respective officers, directors, managers, shareholders, members, partners (save for Plaintiffs' separate claims against the non-settling defendants in the related action GIC806902, Gary Losse, M.D., David Chao, M.D., Paul Murphy, M.D., and Byron King, M.D.), attorneys, representatives, employees, administrators, fiduciaries, insurance carriers, trustees, and agents (collectively, the "Released Parties"), of and from any and all claims of Plaintiffs, Settlement Class Members, and their heirs, successors, and anyone else purporting to claim through them, including, but not limited to, those which were or could have been asserted in the Class Action, and also generally release and discharge the Released Parties from any and all claims, demands, obligations, causes of action, rights, or liabilities of whatsoever kind or character which have been or could have been asserted against the Released Parties arising out of or relating to interaction(s) of Plaintiffs and/or any Class Members with Released Parties, Gary Losse, M.D., Byron King, M.D., David Chao, M.D., Paul Murphy, M.D., Oasis Sports Medical Group, Inc., and/or Oasis MSO, Inc., including, but not limited to those for negligence, breach of fiduciary duty, fraud, deceit, breach of contract, concealment, unfair business practices, unlawful business practices, fraudulent business practices, battery, assault, failure to provide informed consent, lack of informed consent, failure to provide adequate peer review or quality assurance, violations of the California Business and Professions Code, violations of the California Consumers Legal Remedies Act, any other claims and/or causes of action, claims for damages or any other type of relief (including attorneys' fees and costs), as well as any and all claims which could have been brought based upon the factual allegations in the Class Action under any federal, state, or local law or ordinance, public policy, tort, common law, law sounding in equity, or otherwise. This release specifically includes any and all claims, demands, obligations and/or causes of action whether or not known or suspected to exist, and whether or not specifically or particularly described herein.

2. Plaintiffs'/Settlement Class Members' Civil Code Section 1542 Waiver.

It is Plaintiffs' and the Settlement Class Members' intent that this settlement shall be effective as a bar to all demands, liens, assignments, contracts, covenants, actions, suits, causes of action, obligations, costs, expenses, attorneys' fees, damages, losses, claims, controversies, judgments, orders, and liabilities of whatever character, nature and kind, known or unknown, suspected or unsuspected, whether or not concealed or hidden, against the Released Parties and all parent entities, successor entities, officers, managers, attorneys, directors, shareholders, partners, employees, agents, members, affiliates, representatives, subsidiary entities or agents. In furtherance of this intent, Plaintiffs and the Settlement Class Members expressly, knowingly and voluntarily waive any and all rights and benefits conferred upon them by the provisions of Section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

3. No Release as to Case No. GIC806902.

The releases described above do not apply to Plaintiffs' pending separate claims against Gary Losse, M.D.; David Chao, M.D.; Paul Murphy, M.D.; Byron King, M.D.; Oasis Sports Medical Group, Inc.; and Oasis MSO, Inc., or to any claims Plaintiffs or the Settlement Class Members may have against same, in consolidated Case No. 806902. Plaintiffs and the Settlement Class Members hereby expressly reserve any and all rights to pursue any action or claims against those persons and entities, but intend this settlement to be a full release of any and all claims as to the Settling Defendants.

CLAIM FORM SIGNATURE:

My signature constitutes my full and complete release of all claims as set forth above under the section entitled "Released Claims." I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct to the best of my knowledge and belief. I understand that the Claims Administrator may contact me to verify any of the information that I have provided on this Claim Form or to verify any of the records or other documentation I have submitted with this Claim Form. I further understand that the decision of the Claims Administrator is final and binding on me.

Signature

Printed Name

Date