

**UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

NORFOLK COUNTY RETIREMENT SYSTEM,
individually and on behalf of all others similarly situated,

Plaintiff,

v.

COMMUNITY HEALTH SYSTEMS, INC., WAYNE T.
SMITH and W. LARRY CASH,

Defendants.

Consolidated
Civil Action No.: 11-cv-0433

Judge Eli Richardson
Magistrate Judge Joe B. Brown

PROOF OF CLAIM AND RELEASE

I. GENERAL INSTRUCTIONS

1. To recover as a Member of the Class based on your claims in the consolidated action titled *Norfolk County Ret. Sys. v. Community Health Systems, Inc., et al.*, No. 3:11-cv-00433 (M.D. Tenn.) (the "Litigation"), you must complete and, on page 11 hereof, sign this Proof of Claim and Release. If you fail to timely file a properly addressed (as set forth in paragraph 3 below) Proof of Claim and Release postmarked (if mailed) or received (if submitted online) by the date shown below, your claim may be rejected and you may be precluded from any recovery from the Net Settlement Fund created in connection with the proposed settlement of the Litigation.

2. Submission of this Proof of Claim and Release, however, does not assure that you will share in the proceeds of settlement of the Litigation.

3. YOU MUST MAIL OR SUBMIT ONLINE YOUR COMPLETED AND SIGNED PROOF OF CLAIM AND RELEASE FORM, ACCOMPANIED BY COPIES OF THE DOCUMENTS REQUESTED HEREIN, **ON OR BEFORE JUNE 27, 2020**, TO THE COURT APPOINTED CLAIMS ADMINISTRATOR IN THIS CASE, AT THE FOLLOWING ADDRESS:

CHS Securities Settlement
P.O. Box 173093
Milwaukee, WI 53217

If you are NOT a Member of the Class (as defined in the Notice of Proposed Settlement of Class Action ("Notice")) DO NOT submit a Proof of Claim and Release form.

4. If you are a Member of the Class, and you do not timely and validly request exclusion, you are bound by the terms of any judgment entered in the Actions, WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM AND RELEASE.

II. DEFINITIONS

Capitalized terms are defined in the Notice of Proposed Settlement of Class Action and/or the Stipulation of Settlement dated January 21, 2020 (the "Stipulation").

III. CLAIMANT IDENTIFICATION

1. You are a Class Member entitled to submit a Proof of Claim if you purchased the publicly traded common stock of Community Health Systems, Inc. ("CHSI") (Ticker Symbol: CYH) from July 27, 2006 through April 8, 2011, inclusive, and were damaged thereby ("Class Members"). The Class definition also includes the transactions of Class Members who purchased additional shares of CHSI common stock during the Extended Class Period, that is, from April 11, 2011 through October 26, 2011. Excluded from the Class are investors who purchased CHSI common stock for the first time only after April 8, 2011. Also excluded are Defendants, the officers and directors of the company, at all relevant times, members of their immediate families and their legal representatives, heirs, successors or assigns and any entities in which Defendants have or had a controlling interest.

2. If you held the stock certificate(s) in your name, you are the beneficial purchaser as well as the record purchaser. If, however, the certificate(s) were registered in the name of a third party, such as a nominee or brokerage firm, you are the beneficial purchaser and the third party is the record purchaser.

3. Use Part I of this form entitled "Claimant Identification" to identify each purchaser of record ("nominee"), if different from the beneficial purchaser of CHSI common stock which form the basis of this claim. THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL PURCHASER(S), OR THE LEGAL REPRESENTATIVE OF SUCH PURCHASER(S), OF THE CHSI COMMON STOCK UPON WHICH THIS CLAIM IS BASED.

4. All joint purchasers must sign this Proof of Claim and Release form. Executors, administrators, guardians, conservators and trustees must complete and sign this claim on behalf of Persons represented by them and their authority must accompany this claim and their titles or capacities must be stated. The Social Security (or taxpayer identification) number and telephone number of the beneficial owner may be used in verifying the claim. Failure to provide the foregoing information could delay verification of your claim or result in rejection of the claim.

5. If you are acting in a representative capacity on behalf of a Class Member (for example, as an executor, administrator, trustee, or other representative), you must submit evidence of your current authority to act on behalf of that Class Member. Such evidence would include, for example, letters testamentary, letters of administration, or a copy of the trust documents.

6. NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large numbers of transactions may request to, or may be requested to, submit information regarding their transaction sin electronic files. All claimants MUST submit a manually signed paper Proof of Claim and Release form listing all their transactions whether or not they also submit electronic copies. If you wish to file your claim electronically, you must contact the Claims Administrator at [email address] to obtain the required file layout. No electronic files will be considered to have been properly submitted unless the Claims Administrator issues to the claimant a written acknowledgement of receipt and acceptance of electronically submitted data.

7. The Claims Administrator will issue a written acknowledgement of receipt and acceptance of electronically submitted data to the Claimant.

IV. CLAIM FORM

1. Use Part II of this form "Schedule of Transactions in CHSI Common Stock" to supply all required details of your purchases and sales of CHSI common stock. If you need more space or additional schedules, attach separate sheets giving all of the required information in substantially the same form. Sign and print or type your name on each additional sheet.

2. On the schedules, provide all of the requested information with respect to *all* of your purchases and *all* of your sales of publicly traded CHSI common stock (Ticker Symbol: CYH) which took place from July 27, 2006 through January 24, 2012. Failure to report all such transactions may result in the rejection of your claim.

3. List each transaction separately and in chronological order, by trade date, beginning with the earliest. You must accurately provide the month, day and year of each transaction you list. You must also provide your beginning position prior to the open of trading on July 27, 2006, and your closing position as of October 26, 2011, the end of the Class Period, and whether you still hold such position.

4. For short sale transactions, date of covering a "short sale" is deemed to be the date of purchase of CHSI common stock. The date of a "short sale" is deemed to be the date of sale of CHSI common stock.

5. Broker confirmations or other documentation of your transactions in CHSI common stock must be attached to your claim. If any such documents are not in your possession, please obtain a copy or equivalent documents from your broker because these documents are necessary to prove and process your claim. Failure to provide this documentation could delay verification of your claim or result in rejection of your claim.

6. A purchase or sale of CHSI common stock shall be deemed to have occurred on the "contract" or "trade" date as opposed to the "settlement" or "payment" date; please provide only "contract" or "trade" dates in your claim.

**FOR OFFICIAL
USE ONLY**

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF TENNESSEE
Norfolk County Ret. Sys. v. Community Health Systems, Inc., et al., No. 3:11-cv-00433

**Must be Postmarked (if Mailed)
or Received (if Submitted
Online) No Later Than
June 27, 2020**

PROOF OF CLAIM AND RELEASE
Please Type or Print in the Boxes Below
Do NOT use Red Ink, Pencil, or Staples

REMEMBER TO ATTACH COPIES OF BROKER CONFIRMATIONS OR OTHER DOCUMENTATION OF YOUR TRANSACTIONS IN CHSI COMMON STOCK. FAILURE TO PROVIDE THIS DOCUMENTATION COULD DELAY VERIFICATION OF YOUR CLAIM OR RESULT IN REJECTION OF YOUR CLAIM.

PART I: CLAIMANT IDENTIFICATION

Last Name										M.I.		First Name									

Last Name (Co-Beneficial Owner)										M.I.		First Name (Co-Beneficial Owner)									

IRA Joint Tenancy Employee Individual Other _____ (specify)

Company Name (Beneficial Owner – If Claimant is not an Individual) or Custodian Name if an IRA

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

Trustee/Asset Manager/Nominee/Record Owner's Name (If Different from Beneficial Owner Listed Above)

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

Account#/Fund# (Not Necessary for Individual Filers)

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

Last Four Digits of Social Security Number				or		Taxpayer Identification Number					

Telephone Number (Primary Daytime)						Telephone Number (Alternate)					

Email Address

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

MAILING INFORMATION

Address

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

Address

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

City										State		Zip Code					

Foreign Province					Foreign Postal Code					Foreign Country Name/Abbreviation										

PART II: SCHEDULE OF TRANSACTIONS IN CHSI COMMON STOCK (TICKER SYMBOL: CYH)

YOU MUST SUBMIT DOCUMENTATION SUPPORTING THE INFORMATION BELOW

A. **Number of shares of CHSI publicly traded common stock held at the close of trading on July 26, 2006** (if none, write "0"; if other than zero, documentation must be provided):

B. **PURCHASES:** Below please list (in chronological order) all purchases of CHSI common stock (not acquisitions) made between **July 27, 2006 and April 8, 2011, inclusive.**

Date of Purchase (MM/DD/YYYY)	Number of Shares of Common Stock Purchased	Purchase Price Per Share of Common Stock (\$0.00)	Aggregate Cost (excluding commissions, taxes, and fees) (\$0.00)	Confirm Proof of Purchase Enclosed
/ /		\$	\$	○
/ /		\$	\$	○
/ /		\$	\$	○
/ /		\$	\$	○

IF YOU DID NOT RECORD ANY PURCHASES IN SECTION B ABOVE, PLEASE STOP. YOU ARE NOT A MEMBER OF THE CLASS. IF YOU RECORDED PURCHASE TRANSACTIONS IN SECTION B, YOU ARE A MEMBER OF THE CLASS. PLEASE PROCEED TO SECTION C BELOW.

C. **PURCHASES IN THE EXTENDED CLASS PERIOD:** Below please list (in chronological order) all purchases of CHSI common stock (not acquisitions) made between **April 11, 2011 and October 26, 2011, inclusive.**

Date of Purchase (MM/DD/YYYY)	Number of Shares of Common Stock Purchased	Purchase Price Per Share of Common Stock (\$0.00)	Aggregate Cost (excluding commissions, taxes, and fees) (\$0.00)	Confirm Proof of Purchase Enclosed
/ /		\$	\$	○
/ /		\$	\$	○
/ /		\$	\$	○
/ /		\$	\$	○

IF YOU DID NOT RECORD ANY PURCHASES IN SECTION B ABOVE, PLEASE STOP. YOU ARE NOT A MEMBER OF THE CLASS. IF YOU RECORDED PURCHASES IN SECTION B, THEN YOU ARE A MEMBER OF THE CLASS. PLEASE PROCEED TO SECTION D BELOW AND LIST YOUR SALES.

D. **SALES:** Below please list (in chronological order) all sales of CHSI common stock made between **July 27, 2006 and January 24, 2012,¹ inclusive.**

Date(s) of Sale (MM/DD/YYYY)	Number of Shares of Common Stock Sold	Sale Price Per Share of Common Stock (\$0.00)	Amount Received (excluding commissions, taxes, and fees) (\$0.00)	Confirm Proof of Purchase Enclosed
/ /		\$	\$	○
/ /		\$	\$	○
/ /		\$	\$	○
/ /		\$	\$	○

E. At the close of trading on October 26, 2011, I owned _____ shares of CHSI common stock.

F. At the close of trading on January 24, 2012, I owned _____ shares of CHSI common stock.

¹ Under the securities laws, damages are calculated based on the difference between the purchase price and (i) the average trading price of CHS stock for the 90-day period following the end of the Class Period (October 27, 2011 through January 24, 2012 (the "90-day Period"), which, in this case is \$18.15; or (ii) if you sold CHS Stock prior to the end of the 90-day Period, the average trading price of CHS Stock during the period from the end of the Class Period through the date of which you sold CHS shares.

PART III: SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGEMENTS

I (We) submit this Proof of Claim and Release under the terms of the Stipulation of Settlement described in the Notice. I (We) also submit to the jurisdiction of the United States District Court for the Middle District of Tennessee, with respect to my (our) claim as a Class Member(s) and for purposes of enforcing the release set forth herein. I (We) further acknowledge that I am (we are) bound by and subject to the terms of the Stipulation and any Judgment that may be entered in the Litigation. I (We) agree to furnish additional information to the Settlement Administrator to support this claim if required to do so. I (We) have not submitted any other claim covering the same purchases, acquisitions or sales of CHSI common stock during the Class Period and know of no other Person having done so on my (our) behalf.

PART IV: RELEASE

1. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally and forever settle, release and discharge from the Released Claims each and all of the “Released Parties,” defined as Defendants, their subsidiaries, their current and former officers, directors, employees, agents, auditors, insurers, reinsurers, and counsel, and the representatives, successors, and assigns of the foregoing.

2. “Released Claims” means all direct, representative, individual, or class claims, causes or action, or liability whatsoever (including, but not limited to, any claims for damages, interest, attorneys’ fees, expert or consulting fees, and any other costs, expenses, or liability whatsoever), whether based on federal, state, local, statutory, common law, foreign law, or any other law, rule, or regulation, whether fixed or contingent, accrued or unaccrued, liquidated or unliquidated, at law or in equity, matured or unmatured, whether known or unknown, pleaded or unpleaded, suspected or unsuspected, for compensatory, punitive or other damages or any other relief (monetary, injunctive or otherwise) which were or might have been brought by or on behalf of any member of the Class in the Litigation or in the complaints filed in the Litigation, including all claims arising from any disclosure or disclosure omission by or on behalf of the Released Parties during the Class Period and all claims which arise out of, are based upon, or are in any way related, directly or indirectly, to the purchase or acquisition of CHSI Stock during the Class Period, and to the facts, matters, allegations, transactions, events, disclosures, statements, acts or occurrences, representations or omission included, set forth, or referred to in the Complaint or that could have been alleged in the Complaint.

3. “Unknown Claims” means (a) any and all Released Claims which any of the Releasing Plaintiff Parties do not know or suspect to exist in such party’s favor at the time of the release of the Released Parties, which, if known by such party, might have affected such party’s settlement with and release of the Released Parties, or might have affected such party’s decision(s) with respect to the Settlement, including, but not limited to, whether or not to object to this Settlement or seek exclusion from the Class; and (b) any and all Released Parties’ claims that each of the Released Parties do not know or suspect to exist in such party’s favor at the time of the release of the Lead Plaintiff, the Class and Plaintiffs’ Counsel, which, if known by such Party might have affected his, her, or its settlement and release of Lead Plaintiff, the Class and Plaintiffs’ Counsel. With respect to (a) any and all Released Claims against the Released Parties, and (b) any and all Released Parties’ claims against Lead Plaintiff, the Class and Plaintiffs’ Counsel, the Settling Parties stipulate and agree that, upon the Effective Date, the Settling Parties shall expressly waive and each Releasing Plaintiff Party and Released Party shall be deemed to have, and by operation of the Judgment shall have expressly waived, the provisions, rights, and benefits of California Civil Code §1542, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

The Settling Parties shall expressly waive and each Releasing Plaintiff Party and Released Party shall be deemed to have, and by operation of the Judgment shall have, expressly waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to California Civil Code §1542. The Releasing Plaintiff Parties and Released Parties acknowledge that they may hereafter discover facts in addition to or different from those which such party or their counsel now knows or believes to be true with respect to the subject matter of the Released Claims or Released Parties’ claims, but (a) the Releasing Plaintiff Parties shall expressly fully, finally, and forever waive, compromise, settle, discharge, extinguish, and release, and each Releasing Plaintiff Party shall be deemed to have waived, compromised, settled, discharged, extinguished, and released, and upon the Effective Date, and by operation of the Judgment shall have waived, compromised, settled, discharged, extinguished, and released, fully, finally, and forever, any and all Released Claims against the Released Parties, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities, and (b) the Released Parties shall expressly fully, finally, and forever waive, compromise, settle, discharge, extinguish, and release, and upon the Effective Date, and by operation of the Judgment shall have waived, compromised, settled, discharged, extinguished, and released, fully, finally, and forever, any and all Released Parties’ claims against the Lead Plaintiff, the Class and Plaintiffs’ Counsel, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities. The Settling Parties acknowledge, and the

Releasing Plaintiff Parties and Released Parties shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and is an essential element of the Settlement of which this release is a part.

4. This release shall be of no force or effect unless and until the Court approves the Stipulation and the Stipulation becomes effective on the Effective Date.

5. I (We) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any claim or matter released pursuant to this release or any other part or portion thereof.

6. I (We) hereby warrant and represent that I (we) have included information about all of my (our) transactions in CHSI common stock which occurred during the Class Period and CHSI common stock held by me (us) at the close of trading on October 26, 2011.

7. I (We) certify that I am (we are) NOT subject to backup withholding under the provisions of Section 3406 (a)(1)(C) of the Internal Revenue Code because: (a) I am (we are) exempt from backup withholding; or (b) I (we) have not been notified by the Internal Revenue Service that I am (we are) subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the Internal Revenue Service has notified me (us) that I am (we are) no longer subject to backup withholding.

NOTE: If you have been notified by the Internal Revenue Service that you are subject to backup withholding, you must cross out Item 7 above.

I (We) declare under penalty of perjury under the laws of the United States of America that the foregoing information supplied by the undersigned is true and correct and that the Claimant has not previously entered into any settlement agreement or provided a release of claims to any Defendant relating to or arising from the purchase of CHSI common stock prior to October 26, 2011.

Executed this _____ day of _____ in _____
(Month/Year) (City/State/Country)

(Sign your name here)

(Type or print your name here)

(Capacity of person(s) signing, e.g., Beneficial Purchaser, Executor or Administrator)

**ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME.
THANK YOU FOR YOUR PATIENCE.**

Reminder Checklist:

1. Please sign the above release and declaration. If this claim is being made on behalf of joint Claimants, both must sign.
2. Remember to attach supporting documentation.
3. Do not send original stock certificates or other original documentation; please send only copies.
4. Keep a copy of your claim form for your records.
5. If you desire an acknowledgment of receipt of your claim form, please send it Certified Mail, Return Receipt Requested.
6. If you move, please inform the Claims Administrator of your new address.
7. Do not use red pen or highlighter on the Proof of Claim and Release form or supporting documentation.

THE CLAIM FORM AND YOUR SUPPORTING DOCUMENTATION MUST BE POSTMARKED (IF MAILED) OR RECEIVED (IF SUBMITTED ONLINE) NO LATER THAN JUNE 27, 2020.