

NOTICE OF PENDING CLASS ACTION

**If you purchased EndoWrists and service for a da Vinci surgical robot, a class action lawsuit may affect your rights.**

*This Notice is being provided by order of the U.S. District Court for the Northern District of California. It is not a solicitation from a lawyer. You are not being sued.*

*Para una notificación en español, visite [www.DaVinciAntitrustClassAction.com](http://www.DaVinciAntitrustClassAction.com).*

A class action lawsuit is pending in the United States District Court for the Northern District of California (“the Court”) against Defendant Intuitive Surgical, Inc. (“Defendant” or “Intuitive”).

This lawsuit involves da Vinci surgical robots and EndoWrists, the instruments that are attached to da Vinci robots and used during surgery.

Plaintiffs Larkin Community Hospital, Franciscan Alliance, Inc., and King County Public Hospital District No. 1 also known as Valley Medical Center (collectively, “Plaintiffs” or “Class Representatives”), filed this lawsuit on behalf of themselves and the proposed class (defined below), claiming that Intuitive harmed competition and violated federal antitrust laws. Plaintiffs seek monetary and injunctive relief as a result of those alleged violations. Intuitive denies those claims, and the Court has not decided whether Intuitive has broken the antitrust laws as alleged by Plaintiffs.

On March 31, 2025, the Court granted Plaintiffs’ motion for class certification, meaning that a trial against Intuitive can proceed as a class action. The case will be scheduled for trial, where Plaintiffs must prove their claims against Intuitive. There is no money available now and no guarantee there will be. If you are a member of the certified class, your legal rights and options are affected, and you have a choice to make now.

**CERTIFIED CLASS**

The Court has certified a class (“the Class”) defined as follows:

**All entities that purchased da Vinci service and EndoWrists from Intuitive in the United States at any time from May 21, 2017, to December 31, 2021.**

Hospitals run by the Departments of Defense and Veterans Affairs are excluded from the Class.

Throughout this Notice, use of the words “you” or “yourself” pertains to entities that are members of the Class.

**YOUR LEGAL RIGHTS AND OPTIONS**

<p><b>EXCLUDE YOURSELF FROM THE CLASS</b></p>	<p><b>Get no monetary benefits from this lawsuit. Keep certain rights.</b></p> <p>If you exclude yourself from the Class, you will keep your right to file or participate in any other lawsuit against Intuitive regarding the claims and factual allegations that this lawsuit raised or could have raised. But you will not be allowed to seek a share of any monetary benefits that may become available through this lawsuit.</p> <p>To exclude yourself, or “opt out,” you must write to the Notice Administrator by <b>April 20, 2026</b>. <i>See</i> Question 9.</p>
<p><b>DO NOTHING</b></p>	<p><b>Stay in this lawsuit and await the outcome. Possibly get monetary benefits. Give up certain rights.</b></p> <p>If you do nothing, you will be bound by the outcome of this lawsuit, and you may seek a share of any monetary benefits that may become available from a trial or settlement. But you will not be able to file or participate in any other lawsuit against Intuitive regarding the claims and factual allegations that this lawsuit raised or could have raised.</p>

**THESE RIGHTS AND OPTIONS, AND THE DEADLINES TO EXERCISE THEM, ARE EXPLAINED FURTHER IN THIS NOTICE.**

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## BASIC INFORMATION ABOUT THIS LAWSUIT

### 1. What is a class action, and why was this notice issued?

The Court has ruled that this lawsuit may proceed as a class action. In a class action, one or more individuals or entities—for example, the Plaintiffs in this action—sue on behalf of a “Class” of other individuals or entities that have similar claims. Those individuals or entities are referred to as “Class Members.” One Court and one case resolve all issues in the lawsuit for the Plaintiffs and the Class Members that do not opt out of the Class (*see* Questions 7-10).

If you are a member of the Class (*see* Question 6), you have a right to know about your rights and options before the Court holds a trial to decide whether Plaintiffs’ claims against Intuitive will prevail. That is the reason you received this notice.

### 2. What is this lawsuit about?

The name of the case is *In Re: Da Vinci Surgical Robot Antitrust Litigation*, No. 21-cv-03825. Judge Araceli Martínez-Olguín of the United States District Court for the Northern District of California is presiding over this class action.

This is a class action brought by Plaintiffs against Intuitive. Intuitive manufactures, services, and sells the da Vinci robot and manufactures and sells the EndoWrist instruments used with the robot. Plaintiffs allege that Intuitive engaged in anticompetitive tying, exclusive dealing, and monopolization in an alleged market for EndoWrist repair, service and replacement and in an alleged market for da Vinci service in violation of federal antitrust laws, specifically Sections 1 and 2 of the Sherman Act. Plaintiffs allege the following: (1) Intuitive’s da Vinci is the dominant minimally invasive soft tissue surgical robot in the United States, giving Intuitive monopoly power in an alleged market for minimally invasive soft tissue surgical robots; and (2) Intuitive leverages its monopoly power by contractually requiring hospitals and other surgery centers that purchase or lease da Vinci robots to (a) purchase EndoWrist instruments only from Intuitive; (b) refrain from repairing, servicing, or modifying EndoWrists or hiring an independent repair company (“IRC”) to do so; (c) discard EndoWrists when they reach Intuitive’s arbitrary pre-set use limit (typically 10) in order for Intuitive to sell more EndoWrists and not, as Intuitive argues, for “safety” reasons; and (d) use only Intuitive to service the da Vinci. Plaintiffs allege that Intuitive’s customer contracts provide that, if a customer violates these provisions, Intuitive may cease service support for the robot, cancel the da Vinci warranty, terminate its contract with the customer, and withhold the sale of additional instruments and replacement parts.

Plaintiffs claim that absent Intuitive’s allegedly anticompetitive conduct, IRCs could save customers from having to purchase as many new EndoWrists by allowing them to get more than 10 uses from the EndoWrists they already own, and could offer da Vinci service to hospitals and surgery centers, resulting in lower prices and more options.

Intuitive denies Plaintiffs’ allegations and any wrongdoing or unlawful activity. Specifically, Intuitive denies that it has market or monopoly power and contends that Plaintiffs’ alleged markets are improper. Intuitive maintains that its contracts allow customers the option to use EndoWrist instruments made or approved by Intuitive, and that its contracts therefore do not

constitute tying or exclusive dealing arrangements. Intuitive maintains that the use limits on EndoWrists and the terms of its agreements with customers are procompetitive, including because they promote patient safety and product quality. Intuitive denies that third-party modification of EndoWrists constitutes “repairs.”

The Court has not decided whether Plaintiffs or Intuitive are right. If the class action does not settle, Plaintiffs will have to prove their claims in Court.

**3. What is the current status of the lawsuit?**

The lawsuit is ongoing. Following discovery, the parties filed cross-motions for summary judgment. The Court has ruled on those cross-motions and the case will proceed as a class action to trial on a date that has not yet been set.

**4. What are Plaintiffs asking for?**

Plaintiffs seek money damages and a Court order enjoining the business practices Plaintiffs challenge in this lawsuit.

**5. Are there any monetary benefits available now?**

No monetary benefits have been awarded at this time because the case is as yet unresolved. There is no guarantee that monetary benefits will ever be obtained but if they are, a separate notice will be issued about how to seek a share of those benefits.

**DETERMINING IF YOU ARE A CLASS MEMBER**

**6. Who is a member of the Class?**

As stated on page 1 of this Notice, the Court certified a Class in this litigation made up of entities that purchased both da Vinci service and EndoWrists from Intuitive in the United States at any time from May 21, 2017, to December 31, 2021.

The Class does not include hospitals run by the Departments of Defense and Veterans Affairs and anyone that excludes themselves (*see* Question 9).

**YOUR OPTIONS AS A CLASS MEMBER**

**7. What are my options as a Class Member?**

If you are a member of the Class, you may choose to exclude yourself from, or “opt out of,” the Class, or you may choose to do nothing.

**8. What does it mean to opt out of the Class?**

Opting out of the Class means that you will keep your right to file or participate in any other lawsuit against Intuitive regarding the claims and factual allegations that this lawsuit raised or

could have raised. But you cannot seek a share of any monetary benefits that may become available through this lawsuit.

### **9. How do I opt out of the Class?**

To opt out of the Class, you must send a letter by mail or email stating that you wish to opt out. You must include (1) the name and address of the entity opting out; (2) the name, address, telephone number, email address, title, and signature of the person opting out on the entity's behalf; (3) a statement that the entity wishes to opt out of the Class in *In Re: Da Vinci Surgical Robot Antitrust Litigation*; and (4) a statement that the person opting out on the entity's behalf has authority to do so. You cannot opt out by telephone. If you mail your request to opt out, it must be postmarked no later than **April 20, 2026**, or, if you email your request, it must be dated no later than **April 20, 2026, 11:59 PM PST**. You must send your request to opt out to the following physical address or email address:

*In Re: Da Vinci Surgical Robot Antitrust Litigation*  
EXCLUSIONS  
PO Box 173001,  
Milwaukee, WI 53217  
[info@DaVinciAntitrustClassAction.com](mailto:info@DaVinciAntitrustClassAction.com)

### **10. If I don't opt out, can I sue later?**

No. If you do not opt out of the Class, you will be bound by the outcome of this lawsuit. You will not be able to file a lawsuit or participate in any other lawsuit against Intuitive regarding the claims and factual allegations that this lawsuit raised or could have raised.

## **IF YOU DO NOTHING**

### **11. What happens if I do nothing at all?**

If you do nothing, you will automatically remain in the Class and be bound by the outcome of this lawsuit. If any monetary benefits become available through this lawsuit—as the result of a ruling, trial, or settlement approved by the Court—you may qualify for a monetary benefit, and you may need to take action to get it. But you will not be able to file or participate in any other lawsuit against Intuitive regarding the claims and factual allegations that this lawsuit raised or could have raised.

## **THE LAWYERS REPRESENTING YOU**

### **12. Do I have a lawyer representing my interests in this class action?**

Yes. The Court has appointed lawyers to represent you and other members of the Class. These lawyers are called “Plaintiffs’ Co-Lead Counsel.” In addition, there are other Court-approved lawyers representing the Plaintiffs and Class.

**PLAINTIFFS' CO-LEAD COUNSEL**

<p>Reena A. Gambhir <b>HAUSFELD LLP</b> 1200 17th Street N.W., Suite 600 Washington, DC 20036 202-540-7200</p>	<p>Jeffrey J. Corrigan <b>SPECTOR ROSEMAN &amp; KODROFF, P.C.</b> 2001 Market Street, Suite 3420 Philadelphia, PA 19103 215-496-0300</p>	<p>Manuel J. Dominguez <b>COHEN MILSTEIN SELLERS &amp; TOLL PLLC</b> 11780 U.S. Highway One, Suite N500 Palm Beach Gardens, FL 33408 561-515-2604</p>
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**13. How will the lawyers be compensated? Will the Class Representatives receive an award?**

In the event any monetary or other benefits become available through this lawsuit, Plaintiffs' Co-Lead Counsel will petition the Court for reasonable attorneys' fees and reimbursement of reasonable expenses advanced by Plaintiffs' Co-Lead Counsel and other lawyers representing the Plaintiffs and Class in connection with the case. If the Court approves Plaintiffs' Co-Lead Counsel's request, the fees and expenses would be deducted from any money obtained or paid separately by Intuitive. No matter what happens, you will not have to pay any attorneys' fees or expenses to the lawyers representing the Plaintiffs and Class. They may also ask for service awards for the Class Representatives. The amount of any fees, expenses, and service awards will ultimately be determined by the Court.

**14. Should I get my own lawyer?**

You do not need to hire your own lawyer. As a member of the Class, you will be represented by Plaintiffs' Co-Lead Counsel and the other lawyers representing the Plaintiffs and Class. You may choose to be represented by your own lawyer, but it would be at your own expense. If your lawyer wishes to speak for you in Court, your lawyer must file a notice of appearance.

**THE TRIAL**

**15. How and when will the Court decide who is right?**

If the case is not dismissed or settled, Plaintiffs will have to prove their claims at a trial that will take place at the United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102. During the trial, a jury and/or judge will hear evidence and decide whether Plaintiffs or Intuitive are right about the claims in the lawsuit. There is no guarantee that Plaintiffs will win any money or other benefits for the Class Members.

**16. Will I get money after the trial?**

If Plaintiffs obtain money or other benefits as a result of a trial or settlement, you will be notified about how to get a payment or other benefits, and any other options. These things are not known

right now. Important information about the case will be posted on the website, [www.DaVinciAntitrustClassAction.com](http://www.DaVinciAntitrustClassAction.com), as it becomes available.

**GETTING MORE INFORMATION**

**17. Where can I get more information?**

You can get more information at [www.DaVinciAntitrustClassAction.com](http://www.DaVinciAntitrustClassAction.com), by calling toll free at 1-888-208-9630, writing to *In Re: Da Vinci Surgical Robot Antitrust Litigation*, PO Box 173081, Milwaukee, WI 53217, or emailing [info@DaVinciAntitrustClassAction.com](mailto:info@DaVinciAntitrustClassAction.com).

Complete copies of public pleadings, Court rulings, and other filings are available for review and copying at the Court Clerk’s office, or online at <https://pacer.uscourts.gov>. Certain case documents are also available at [www.DaVinciAntitrustClassAction.com](http://www.DaVinciAntitrustClassAction.com). The Court Clerk’s address is United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102.

*Please do not contact Judge Martínez-Olguín or the Chambers of the Court.*

**18. Should I contact the Defendant about this case?**

No, Intuitive may not communicate with you about the substance of this case except through your lawyers, including the lawyers appointed by the Court to represent the members of the class or your own lawyer. Intuitive cannot provide you with any advice, legal or otherwise, about the case or your options relating to it.

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*Additional information about this class action is available at [www.DaVinciAntitrustClassAction.com](http://www.DaVinciAntitrustClassAction.com), or you can call the Notice Administrator toll-free at 1-888-208-9630.*

DATED: February 19, 2026

BY ORDER OF  
THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA