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14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **COUNTY OF LOS ANGELES**

17 MICHELLE VALLADOLID, individually and
on behalf of all others similarly situated,
18
Plaintiff,
19
v.
20 MEMORIAL HEALTH SERVICES
21
Defendant.

Case No.: 23STCV05059
SETTLEMENT AGREEMENT
Action Filed: March 7, 2023

1 This Settlement and Release Agreement (“Agreement” or “Settlement Agreement”) is
2 entered into by and between Memorial Health Services (“Memorial” or “Defendant”) and Michelle
3 Valladolid (“Plaintiff”), both individually and on behalf of the Settlement Class, in the case of
4 *Valladolid, et al., v. Memorial Health Services*, Case No. 23STCV05059, currently pending in the
5 California Superior Court for the County of Los Angeles (the “Litigation”). Defendant and Plaintiff
6 are each referred to as a “Party” and are collectively referred to herein as “the Parties.”

7 **I. RECITALS**

8 1. Memorial is a nonprofit healthcare organization that provides healthcare services in
9 Southern California.

10 2. The Litigation arises out of Memorial’s use of web analytics technologies, through
11 which Plaintiff alleges that Memorial transmitted certain information about Plaintiff’s use of and
12 interactions with Defendant’s website to third parties.

13 3. Defendant denies the claims asserted against it in the Litigation, denies all
14 allegations of wrongdoing and liability, and denies all material allegations of the operative Second
15 Amended Class Action Complaint, filed on July 19, 2024 (“Complaint”).

16 4. Plaintiff and Class Counsel believe that the legal claims asserted in the Litigation
17 have merit. Class Counsel have investigated the facts relating to the claims and defenses alleged
18 and the underlying events in the Litigation, have made a thorough study of the legal principles
19 applicable to the claims and defenses asserted in the Litigation, and have conducted a thorough
20 assessment of the strengths and weaknesses of the Parties’ respective positions.

21 5. The Parties desire to settle the Litigation and all existing and potential claims arising
22 out of or related to the allegations or subject matter of the Complaint and the Litigation on the terms
23 and conditions set forth herein for the purpose of avoiding the burden, expense, risk, and uncertainty
24 of continuing the Litigation.

25 6. On April 3, 2025, Counsel for the Parties engaged in a full-day mediation before
26 Martin F. Scheinman of Scheinman Arbitration & Mediation Services concerning a possible
27 settlement of the claims asserted or that could have been asserted in the Litigation. This mediation
28 did not result in a settlement, but through ongoing negotiations the parties were able to reach a

1 settlement in principle, the terms of which are reflected in this Settlement Agreement.

2 7. Plaintiff and Class Counsel, on behalf of the Settlement Class, have concluded,
3 based upon their investigation, and taking into account the contested issues involved, the expense
4 and time necessary to prosecute the Litigation through trial, the risks and costs associated with
5 further prosecution of the Litigation, the uncertainties of complex litigation, the desired outcome
6 from continued litigation, and the substantial benefits to be received pursuant to this Settlement
7 Agreement, that a settlement with Defendant on the terms set forth herein is fair and reasonable
8 and in the best interest of Plaintiff and the Settlement Class. Plaintiff and Class Counsel believe
9 that the Settlement confers substantial benefits upon the Settlement Class.

10 8. The Parties agree and understand that neither this Settlement Agreement, nor the
11 settlement it represents, shall be construed as an admission by Defendant of any wrongdoing
12 whatsoever, including an admission of a violation of any statute or law or of liability on the claims
13 or allegations in the Litigation or any other similar claims in other proceedings, or that any such
14 claims would be suitable for class treatment.

15 9. The Parties, by and through their respective duly authorized counsel of record, and
16 intending to be legally bound hereby, agree that the Litigation, and all matters and the claims in the
17 Complaint, and all matters and claims potentially arising out of or related to the allegations or
18 subject matter of the Complaint and Litigation, shall be fully, finally, and forever settled, and
19 completely released, relinquished, discharged, and compromised, on the merits and with prejudice,
20 upon the following terms and conditions.

21 **II. DEFINITIONS**

22 10. As used herein and in the related documents attached hereto as exhibits, the
23 following terms have the meaning specified below:

24 a. “Administration Costs” include all reasonable costs related to carrying out
25 the Notice Program and administering the claims and Settlement Fund distribution process.

26 b. “Attorneys’ Fees, Costs, and Expenses Award” means the amount of
27 attorneys’ fees, expenses, and reimbursement of Litigation Costs awarded by the Court to Class
28 Counsel.

1 c. "Claims Deadline" means the deadline for filing claims set at a date certain
2 ninety (90) Days from the Notice Date, as set forth in Paragraph 42.

3 d. "Claim Form" means the form members of the Settlement Class must
4 complete and submit on or before the Claims Deadline to be eligible for the benefits described
5 herein, and substantially in the form of **Exhibit A** to this Settlement Agreement. The Claim Form
6 shall require a sworn affirmation under penalty of perjury but shall not require a notarization or any
7 other form of verification.

8 e. "Claimants" shall have the meaning given in Paragraph 32.

9 f. "Class Counsel" shall mean Philip L. Fraietta, Bursor & Fisher P.A., 50
10 Main St., Ste. 475, White Plains, NY 10606 and Scott Drury, Drury Legal, LLC, 6 Carriage Lane,
11 Highwood, IL 60040.

12 g. "Court" means the Superior Court of the State of California, County of Los
13 Angeles.

14 h. "Day(s)" means calendar days, but does not include the day of the act, event,
15 or default from which the designated period of time begins to run. Further and notwithstanding the
16 above, when computing any period of time prescribed or allowed by this Settlement Agreement,
17 "Days" includes the last day of the period unless it is a Saturday, a Sunday, or a federal legal
18 holiday, in which event the period runs until the end of the next day that is not a Saturday, Sunday,
19 or state legal holiday.

20 i. "Defendant's Counsel" means Paul G. Karlsgodt and Teresa C. Chow of
21 Baker & Hostetler LLP, located at 1801 California Street, Suite 4400, Denver, CO, 80202-2662,
22 and 1900 Avenue of the Stars, Suite 2700, Los Angeles, CA 90067-4301, respectively.

23 j. "Effective Date" means the date defined in Paragraph 84 of this Settlement
24 Agreement.

25 k. "E-mail Notice" means the written notice that may be provided via electronic
26 mail, substantially in the form of **Exhibit B** to this Settlement Agreement.

27 l. "Final" with respect to a judgment or order means that all of the following
28 have occurred: (i) the time expires for noticing any appeal; (ii) if there is an appeal or appeals,

1 completion, in a manner that finally affirms and leaves in place the judgment or order without any
2 material modification, of all proceedings arising out of the appeal or appeals (including, but not
3 limited to, the expiration of all deadlines for motions for reconsideration, rehearing *en banc*, or
4 petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings
5 arising out of any subsequent appeal or appeals following decisions on remand); and (iii) if there is
6 an appeal or appeals, final dismissal of any appeal or appeals or the final dismissal of any
7 proceeding or proceedings on certiorari.

8 m. “Final Approval Hearing” means the hearing to determine whether the
9 Settlement should be given final approval and whether the applications of Class Counsel for
10 attorneys’ fees, costs, and expenses should be approved.

11 n. “Final Approval Order” means the order of the Court finally approving this
12 Settlement.

13 o. “Final Judgment” means the judgment in the Litigation, entered in
14 connection with the Settlement and Final Approval Order.

15 p. “Litigation” means the lawsuit entitled *Valladolid v. Memorial Health*
16 *Services.*, Case No. No. 23STCV05059, currently pending in the Superior Court of the State of
17 California, County of Los Angeles, filed on March 7, 2023.

18 q. “Litigation Costs” means costs and expenses incurred by Class Counsel in
19 connection with commencing, prosecuting, mediating, settling the Litigation, and obtaining an
20 order of final judgment.

21 r. “Long-Form Notice” means the written notice that will be provided on the
22 Settlement Website substantially in the form of **Exhibit D** to this Settlement Agreement.

23 s. “Named Plaintiff(s)” means Plaintiff(s), together and individually.

24 t. “Notice and Claims Administration Costs” means all approved costs
25 incurred or charged by the Settlement Administrator in connection with providing notice to
26 members of the Settlement Class and administering the Settlement. This does not include any
27 separate costs incurred directly by Defendant or any of Defendant’s attorneys, agents or
28 representatives in this Litigation.

1 u. “Net Settlement Fund” means the amount of funds that remain in the
2 Settlement Fund after funds are paid from or allocated for payment from the Settlement Fund for
3 the following: (i) any taxes owed by the Settlement Fund, (ii) any Administration Costs, (iii) any
4 Service Awards approved by the Court, and (iv) any Attorneys’ Fees, Costs, and Expenses Award
5 approved by the Court.

6 v. “Notice Date” means a date no later than thirty (30) Days following the
7 Court’s entry of the Preliminary Approval Order, by which the Notice Program shall commence,
8 as set forth in Paragraph 42.

9 w. “Notice Program” means the notice program described in Section VIII.

10 x. “Objection Deadline” shall mean the date sixty (60) Days from the Notice
11 Date.

12 y. “Opt-out Date” shall mean the date sixty (60) Days from the Notice Date.

13 z. “Parties” means Plaintiff and Defendant, and a “Party” means one of the
14 Plaintiff or the Defendant.

15 aa. “Plaintiff’s Released Claims” means all claims and other matters released in
16 and by Section XVI of this Settlement Agreement.

17 bb. “Postcard Notice” means the written notice that may be provided via United
18 States Mail substantially in the form of **Exhibit C** to this Settlement Agreement.

19 cc. “Preliminary Approval Date” means the date the Preliminary Approval
20 Order has been executed and entered by the Court.

21 dd. “Preliminary Approval Order” means the order certifying the proposed Class
22 for settlement purposes, preliminarily approving this Settlement Agreement, approving the Notice
23 Program, and setting a date for the Final Approval Hearing, entered in a format the same as or
24 substantially similar to that of the Proposed Preliminary Approval Order attached hereto as **Exhibit**
25 **E**.

26 ee. “Related Entities” means Memorial’s past or present parents, subsidiaries,
27 divisions, and related or affiliated entities of any nature whatsoever, whether direct or indirect, as
28 well as each of Memorial’s and these entities’ respective predecessors, successors, members,

1 directors, officers, non-Settlement Class Member employees, principals, agents, attorneys,
2 providers, customers, insurers, and reinsurers, and includes, without limitation, any person related
3 to any such entity who is, was, or could have been named as a defendant in this Litigation.

4 ff. “Released Claims” means all of Plaintiff’s Released Claims and Released
5 Class Claims.

6 gg. “Released Class Claims” means all class claims and other matters released
7 in and by Section XV of this Settlement Agreement.

8 hh. “Released Persons” means Defendant and the Related Entities, and each of
9 their present and former parents, subsidiaries, divisions, departments, affiliates, predecessors,
10 successors, assigns, insurers, and each of the foregoing’s former or present directors, trustees,
11 officers, non-Settlement Class Member employees, representatives, agents, providers, consultants,
12 advisors, attorneys, accountants, partners, vendors, customers, insurers, reinsurers, and subrogees.

13 ii. “Settlement” means the settlement reflected by this Settlement Agreement.

14 jj. “Settlement Administrator” means Simpluris, Inc., the class action
15 settlement administrator retained to carry out the notice plan and administer the claims and
16 settlement fund distribution process. After reviewing bids, the Parties, subject to Court approval,
17 have agreed to use Simpluris, Inc. as Settlement Administrator in this matter.

18 kk. “Settlement Agreement” means this Settlement Agreement, including
19 releases and all exhibits hereto.

20 ll. “Settlement Class” means all identifiable individuals who logged into the
21 Memorial patient portal in the time frame of March 7, 2022, through July 8, 2022. Excluded from
22 the Class are Memorial and its affiliates, parents, subsidiaries, officers, and directors, as well as the
23 judge(s) presiding over this matter and the clerks of said judge(s). This exclusion does not apply,
24 and should not be read to apply, to otherwise eligible employees of Memorial and its Related
25 Entities who do not timely submit valid notices of intent to opt out of being Settlement Class
26 Members as described in Section X below. Memorial estimates that the Settlement Class is
27 comprised of approximately 182,303 members.

28 mm. “Settlement Class Member[s]” means all persons who are members of the

1 Settlement Class.

2 nn. “Settlement Fund” means the non-reversionary sum of Seven Hundred Fifty
3 Thousand Dollars And No Cents (\$750,000.00), to be paid by Defendant as specified in this
4 Agreement, including any interest accrued thereon after payment.

5 oo. “Settlement Website” means a dedicated website created and maintained by
6 the Settlement Administrator, which will contain relevant documents and information about the
7 Settlement, including this Settlement Agreement, the Long-Form Notice, Postcard Notice, E-mail
8 Notice, and the Claim Form, among other things as agreed upon by the Parties and approved by the
9 Court as required.

10 **III. CERTIFICATION OF THE SETTLEMENT CLASS**

11 11. For settlement purposes only, the Parties will request that the Court certify the
12 Settlement Class.

13 12. If this Settlement Agreement is terminated or disapproved, or if the Effective Date
14 should not occur for any reason, then the Parties’ request for certification of the Settlement Class
15 will be withdrawn and deemed to be of no force or effect for any purpose in this or any other
16 proceeding.

17 **IV. THE SETTLEMENT FUND**

18 13. The Settlement Fund: Defendant agrees to make a payment of Seven Hundred Fifty
19 Thousand Dollars And No Cents (\$750,000.00) and deposit that payment into the Settlement Fund
20 as follows: (i) reasonable anticipated Administration Costs (the “Initial Payment”) no later than
21 thirty (30) Days after entry of the Preliminary Approval Order; and (ii) the balance of the Settlement
22 Fund—*i.e.*, Seven Hundred Fifty Thousand Dollars And No Cents (\$750,000.00) less the amount
23 of the Initial Payment—no later than thirty (30) Days after entry of the Final Approval Order. For
24 the avoidance of doubt, and for purposes of this Settlement Agreement only, Defendant’s liability
25 shall not exceed Seven Hundred Fifty Thousand Dollars And No Cents (\$750,000.00), inclusive of
26 Administration Costs; attorneys’ fees, costs, and expenses; and service awards to the Named
27 Plaintiff. The timing set forth in this provision is contingent upon the receipt of a W-9 and payment
28 instructions from the Settlement Administrator for the Settlement Fund no later than the date that

1 the Preliminary Approval Order is entered. If Defendant does not receive the W-9, Administration
2 Costs invoice, and payment instructions by the date that the Preliminary Approval Order is entered,
3 the Initial Payment specified by this paragraph shall be made within thirty (30) Days after Memorial
4 receives the W-9, Administration Costs invoice, and payment instructions.

5 14. Custody of the Settlement Fund: The Settlement Fund shall be deposited in an
6 appropriate trust account established by the Settlement Administrator but shall remain subject to
7 the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed
8 pursuant to this Agreement or returned to those who paid the Settlement Fund in the event this
9 Agreement is voided, terminated, or cancelled.

10 a. In the event this Agreement is voided, terminated, or cancelled due to lack
11 of approval from the Court or any other reason: (i) the Class Representatives and Class Counsel
12 shall have no obligation to repay to Memorial any of the Notice Program and Claims Administration
13 Costs that have been paid or incurred in accordance with the terms and conditions of this
14 Agreement; (ii) any amounts remaining in the Settlement Fund, including all interest earned on the
15 Settlement Fund net of any taxes, shall be returned to Defendant within ten (10) Days of the final
16 order denying approval of the Settlement; and (iii) no other person or entity shall have any further
17 claim whatsoever to such amounts. The Parties will cooperate in good faith in an effort to obtain
18 final approval of the Settlement including to reach agreement on any modification to the Settlement
19 necessary to obtain final approval.

20 15. Non-Reversionary: This Settlement is not a reversionary settlement. As of the
21 Effective Date, all rights of Defendant in or to the Settlement Fund shall be extinguished, except in
22 the event this Settlement Agreement is voided, cancelled, or terminated, as described in Section
23 XIV of this Agreement. In the event the Effective Date occurs, no portion of the Settlement Fund
24 shall be returned to Defendant.

25 16. Use of the Settlement Fund: As further described in this Agreement, the Settlement
26 Fund shall be used by the Settlement Administrator to pay for: (i) any taxes owed by the Settlement
27 Fund, (ii) any Administration Costs; (iii) any Service Awards approved by the Court, (iv) any
28 Attorneys' Fees, Costs, and Expenses Award as approved by the Court, and (v) any benefits to

1 Settlement Class Members, pursuant to the terms and conditions of this Agreement.

2 17. Financial Account: The Settlement Fund shall be an account established and
3 administered by the Settlement Administrator, at a financial institution recommended by the
4 Settlement Administrator and approved by Class Counsel and Defendant's Counsel and shall be
5 maintained as a qualified settlement fund pursuant to Treasury Regulation § 1.468 B-1, et seq.

6 18. Payment/Withdrawal Authorization: No amounts may be withdrawn from the
7 Settlement Fund unless (i) expressly authorized by the Settlement Agreement, or (ii) as may be
8 approved by the Court.

9 19. Payments to Class Members: The Settlement Administrator, subject to such
10 supervision and direction of the Court and Class Counsel as may be necessary or as circumstances
11 may require, shall administer and oversee distribution of the Net Settlement Fund to Claimants
12 pursuant to this Agreement.

13 20. Treasury Regulations and Fund Investment: The Parties agree that the Settlement
14 Fund is intended to be maintained as a qualified settlement fund within the meaning of Treasury
15 Regulation § 1.468 B-1, and that the Settlement Administrator, within the meaning of Treasury
16 Regulation § 1.468 B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting
17 for or in respect of the Settlement Fund and paying from the Settlement Fund any taxes owed by
18 the Settlement Fund. The Parties agree that the Settlement Fund shall be treated as a qualified
19 settlement fund from the earliest date possible and agree to any relation-back election required to
20 treat the Settlement Fund as a qualified settlement fund from the earliest date possible. Any and
21 all funds held in the Settlement Fund shall be held in an interest-bearing account insured by the
22 Federal Deposit Insurance Corporation ("FDIC") at a financial institution determined by the
23 Settlement Administrator and approved by the Parties. Funds may be placed in a non-interest-
24 bearing account as may be reasonably necessary during the check clearing process. The Settlement
25 Administrator shall provide an accounting of any and all funds in the Settlement Fund, including
26 any interest accrued thereon and payments made pursuant to this Agreement, upon request of any
27 of the Parties.

28 21. Taxes: All taxes owed by the Settlement Fund shall be paid out of the Settlement

1 Fund, and shall be timely paid by the Settlement Administrator without prior order of the Court.
2 Further, the Settlement Fund shall indemnify and hold harmless the Parties and their counsel for
3 taxes (including, without limitation, taxes payable by reason of any such indemnification
4 payments). The Parties and their respective counsel have made no representation or warranty with
5 respect to the tax treatment by any Class Representative or any Settlement Class Member of any
6 payment or transfer made pursuant to this Agreement or derived from or made pursuant to the
7 Settlement Fund. Each Class Representative and Settlement Class Member shall be solely
8 responsible for the federal, state, and local tax consequences to him, her, or it of the receipt of funds
9 from the Settlement Fund pursuant to this Agreement.

10 22. Limitation of Liability

11 a. Defendant and its counsel shall not have any responsibility for or liability
12 whatsoever with respect to (i) any act, omission, or determination of Class Counsel, the Settlement
13 Administrator, or any of their respective designees or agents, in connection with the administration
14 of the Settlement or otherwise; (ii) the management, investment or distribution of the Settlement
15 Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the
16 determination, administration, calculation, or payment of any claims asserted against the Settlement
17 Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the
18 payment or withholding of any taxes, expenses, and/or costs incurred in connection with the
19 taxation of the Settlement Fund or the filing of any returns. Defendant also shall have no obligation
20 to communicate with Settlement Class Members and others regarding amounts paid under the
21 Settlement.

22 b. The Class Representatives and Class Counsel shall not have any liability
23 whatsoever with respect to (i) any act, omission, or determination of the Settlement Administrator,
24 or any of their respective designees or agents, in connection with the administration of the
25 Settlement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund;
26 (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the
27 determination, administration, calculation, or payment of any claims asserted against the Settlement
28 Fund; (v) any losses suffered by or fluctuations in the value of the Settlement Fund; or (vi) the

1 payment or withholding of any taxes, expenses, and/or costs incurred in connection with the
2 taxation of the Settlement Fund or the filing of any returns.

3 **V. BENEFITS TO SETTLEMENT CLASS MEMBERS**

4 23. Settlement Class Members must submit a valid Claim Form in order to receive a
5 settlement benefit. Claims will be subject to review for completeness and plausibility by the
6 Settlement Administrator. For claims deemed invalid, the Settlement Administrator will provide
7 claimants an opportunity to cure in the manner set forth below.

8 24. All Settlement Class Members who submit a valid claim form will receive a *pro*
9 *rata* share of the Net Settlement Fund, which will be paid in accordance with Paragraph 16 above
10 and Paragraph 34 below (“Cash Compensation”).

11 **VI. SETTLEMENT ADMINISTRATION**

12 25. The Parties have selected Simpluris as the settlement administrator. Simpluris has
13 informed the Parties that the Administration Costs will not exceed \$49,000.

14 26. All agreed upon Administration Costs for the Settlement will be paid from the
15 Settlement Fund.

16 27. The Parties agreed to solicit, and did solicit, competitive bids for settlement
17 administration, to rely upon e-mail addresses to the extent possible, and mailing addresses as set
18 forth in Paragraph 42, in order to contain the Administration Costs while still providing effective
19 notice to the Settlement Class Members.

20 28. The Settlement Administrator will provide written notice of the Settlement terms to
21 all Settlement Class Members as follows: (i) the E-mail Notice via the most recent e-mail address
22 associated with the Settlement Class Member in Memorial’s records; and (ii) if there is no valid e-
23 mail address, the Postcard Notice via United States Mail to the most recent mailing address
24 associated with that Settlement Class Member in Memorial’s records.

25 29. The Settlement Administrator will cause the Notice Program to be effectuated in
26 accordance with the terms of the Settlement Agreement and any orders of the Court. The Settlement
27 Administrator may request the assistance of the Parties to facilitate providing notice and to
28 accomplish such other purposes as may be approved by both Class Counsel and Defendant’s

1 Counsel. The Parties shall reasonably cooperate with such requests.

2 30. The Settlement Administrator will administer the claims process in accordance with
3 the terms of the Settlement Agreement and any additional processes agreed to by both Class
4 Counsel and Defendant's Counsel, subject to the Court's supervision and direction as
5 circumstances may require.

6 31. To make a claim, a Settlement Class Member must complete and submit a valid,
7 timely, and sworn Claim Form. The Claim Form shall be submitted online at the Settlement
8 Website or via mail to the Settlement Administrator.

9 32. The Settlement Administrator will review and evaluate each Claim Form, including
10 any required documentation submitted, for validity, timeliness, and completeness.

11 33. If, in the determination of the Settlement Administrator, the Settlement Class
12 Member submits a timely but incomplete or inadequately supported Claim Form, the Settlement
13 Administrator shall give the Settlement Class Member notice of the deficiencies, and the Settlement
14 Class Member shall have twenty-one (21) Days from the date of the written notice to cure the
15 deficiencies. The Settlement Administrator will provide notice of deficiencies concurrently to
16 Defendant's Counsel and Class Counsel. If the defect is not cured within the 21-Day period, then
17 the Claim will be deemed invalid. All Settlement Class Members who submit a valid and timely
18 Claim Form, including a Claim Form deemed defective but timely cured, shall be considered
19 "Claimants."

20 34. The Settlement Administrator will maintain records of all Claim Forms submitted
21 until three hundred and sixty (360) Days after entry of the Final Judgment. Claim Forms and
22 supporting documentation may be provided to the Court upon request and to Defendant, Class
23 Counsel and Defendant's Counsel to the extent necessary to resolve claims determination issues
24 pursuant to this Settlement Agreement. Class Counsel or the Settlement Administrator will provide
25 other reports or information that the Court may request or that the Court or Defendant's Counsel
26 may reasonably require.

27 35. Subject to the terms and conditions of this Settlement Agreement, no later than thirty
28 (30) Days after the Effective Date, the Settlement Administrator shall make a digital or electronic

1 payment, or issue a check by mail (“Claim Payment”) to each Claimant for their *pro rata* share of
2 the Net Settlement Fund, in accordance with the following distribution procedures:

3 a. The Settlement Administrator shall utilize the Net Settlement Fund to make
4 all Cash Compensation payments as described in Paragraphs 23 and 24. The amount of each Cash
5 Compensation payment shall be calculated by dividing the Net Settlement Fund by the number of
6 valid claims for Cash Compensation.

7 36. Each Claim Payment shall be direct deposited to the bank account provided by the
8 Claimant on his or her Claim Form, or by other electronic means provided by the Claimant on his
9 or her Claim Form. Settlement Class Members may also elect to receive payment by physical check.

10 37. To the extent any monies remain in the Net Settlement Fund more than one hundred
11 eighty (180) Days after the issuance of Claim Payments to the Claimants, the parties will discuss if
12 second distribution to the Court-approved Claimants is feasible and, if not, they will distribute the
13 funds to the Legal Aid Foundation of Los Angeles.

14 38. For any Claim Payment returned to the Settlement Administrator as undeliverable,
15 the Settlement Administrator shall make reasonable efforts to find valid electronic payment
16 information and resend the Claim Payment within thirty (30) Days after the payment is returned to
17 the Settlement Administrator as undeliverable. The Settlement Administrator shall only make one
18 attempt to resend a Claim Payment.

19 39. Except as expressly set forth herein, no portion of the Net Settlement Fund shall
20 revert or be repaid to Defendant after the Effective Date. Any residual funds remaining in the Net
21 Settlement Fund, after all payments and distributions are made pursuant to the terms and conditions
22 of this Agreement shall be distributed according to the provisions outlined in Paragraph 36.

23 **VII. NOTICE TO SETTLEMENT CLASS MEMBERS**

24 40. The Parties agree the following Notice Program provides reasonable notice to the
25 Settlement Class.

26 41. Direct Notice shall be provided to Settlement Class Members via the most recent e-
27 mail address associated with each Settlement Class Member in Memorial’s records or, if no e-mail
28 address is available, via United States mail to such Settlement Class Members’ most recent mailing

1 address in Memorial's records.

2 42. Within fifteen (15) Days of entry of the Preliminary Approval Order, Defendant
3 shall provide the Settlement Administrator with the names and the most recent e-mail address
4 and/or mailing address associated with each Settlement Class Member for the Settlement Class
5 Members (the "Class List"). The Settlement Administrator shall perform an email cleanse and skip
6 trace of the Class List prior to sending the E-mail Notice or Postcard Notice.

7 43. No later than the Notice Date, which shall be within thirty (30) Days following entry
8 of the Preliminary Approval Order, the Settlement Administrator shall provide the E-Mail Notice
9 via the most recent e-mail address associated with each Settlement Class Member in Memorial's
10 records ("E-Mail Population"). If there is no e-mail address on record for a Settlement Class
11 Member, the Settlement Administrator shall mail the Postcard Notice, attached as **Exhibit C**, to the
12 Settlement Class Member's most recent mailing address in Memorial's records ("Mail
13 Population"). For those e-mails to the E-Mail Population that bounce back, the Settlement
14 Administrator shall promptly perform an in-depth search for a valid e-mail address and resend the
15 E-Mail Notice to that updated e-mail address. If any Postcard Notice to the Mail Population is
16 returned to the Settlement Administrator with a forwarding address, it will be automatically re-
17 mailed to the updated address. If the Postcard Notice is returned without a forwarding address, it
18 will be sent through an advanced address search process in an effort to find a more current address
19 for the record. If an updated address is obtained through the advanced search process, the
20 Settlement Administrator will re-mail the Postcard Notice to the updated address. In addition,
21 Notice will be disseminated through the Settlement Website. Notices that bounced back or returned
22 must be forwarded or re-sent within 14 days of the original sending date. Class Members receiving
23 a re-sent notice will have an additional 14 days to opt out or object to the Settlement Agreement.

24 44. No later than thirty (30) Days following entry of the Preliminary Approval Order,
25 and prior to sending the E-Mail Notice or postcard notice to all Settlement Class Members, the
26 Settlement Administrator will create a dedicated Settlement Website. The Settlement Website will
27 include a toll-free telephone number and mailing address through which the Settlement
28 Administrator can be contacted. The Settlement Administrator shall cause the Complaint, Long-

1 Form Notice, E-mail Notice, Postcard Notice, Claim Form, this Settlement Agreement, and other
2 relevant settlement and court documents to be available on the Settlement Website. Any other
3 content proposed to be included or displayed on the Settlement Website shall be approved in
4 advance by Class Counsel and Defendant's Counsel, which approval shall not be unreasonably
5 withheld.

6 45. Claimants shall submit their claims via the Settlement Website or via mail to the
7 Settlement Administrator.

8 46. The Settlement Website shall be maintained from the Notice Date until at least sixty
9 (60) Days after the Claims Deadline has passed.

10 47. Claim Forms shall be returned or submitted to the Settlement Administrator online
11 or be forever barred unless such claim is otherwise approved by the Court at the Final Approval
12 Hearing, for good cause shown as demonstrated by the applicable Settlement Class Member.

13 48. Prior to the Final Approval Hearing, the Settlement Administrator shall provide to
14 Class Counsel to file with the Court, an appropriate affidavit or declaration from the Settlement
15 Administrator concerning compliance with the Court-approved Notice Program.

16 **VIII. OBJECTIONS TO THE SETTLEMENT**

17 49. Any Settlement Class Member who wishes to object to the proposed Settlement
18 Agreement must submit a written objection(s) to the Settlement Administrator, by email or at the
19 physical or electronic address set forth in the Long-Form Notice.

20 50. Each Objection must (i) set forth the Settlement Class Member's full name, current
21 address, telephone number, and email address; (ii) contain the Settlement Class Member's original
22 signature; (iii) state that the Settlement Class Member objects to the Settlement, in whole or in part;
23 and (iv) contain the signature of the Settlement Class Member's duly authorized attorney or other
24 duly authorized representative, if any.

25 51. Objections must be submitted to the Settlement Administrator no later than the
26 Objection Deadline. The Objection Deadline shall be included in the Long-Form Notice.

27 52. Class Counsel and Defendant's Counsel may, but need not, respond to the
28 Objections, if any, by means of a memorandum of law served prior to the Final Approval Hearing.

1 An objecting Settlement Class Member has the right, but is not required, to attend the Final
2 Approval Hearing. If an objecting Settlement Class Member intends to appear at the Final
3 Approval Hearing, either with or without counsel, he or she must also notify the Settlement
4 Administrator (as well as Class Counsel and Defendant's Counsel) by the Objection Deadline.

5 a. If the objecting Settlement Class Member intends to appear at the Final
6 Approval Hearing through counsel, he or she must also identify the attorney(s) representing the
7 objecting Settlement Class Member who will appear at the Final Approval Hearing and include the
8 attorney(s) name, address, phone number, e-mail address, state bar(s) to which counsel is admitted,
9 as well as associated state bar numbers in his or her Objection.

10 b. Any Settlement Class Member who fails to timely file and serve an
11 Objection and notice, if applicable, of his or her intent to appear at the Final Approval Hearing in
12 person or through counsel pursuant to this Settlement Agreement, as detailed in the Long-Form
13 Notice, and otherwise as ordered by the Court, may, subject to Court approval, appear and be heard
14 at the Final Approval Hearing notwithstanding the above.

15 53. Any Settlement Class Member who does not submit a timely Objection in complete
16 accordance with this Settlement Agreement and the Long-Form Notice, as otherwise ordered by
17 the Court, or who does not appear at the final approval hearing and orally state their objection shall
18 not be treated as having asserted a valid Objection to the Settlement, shall forever be barred from
19 raising any objection to the Settlement, and shall be foreclosed from seeking any review of the
20 Settlement or the terms of the Settlement Agreement by appeal or other means.

21 **IX. OPT OUT PROCEDURES**

22 54. Each Settlement Class Member wishing to opt out of the Settlement Class shall
23 individually sign and timely submit written notice of such intent to the Settlement Administrator at
24 the physical or electronic address set forth in the Long-Form Notice. To be effective, written notice:
25 (a) shall be postmarked no later than the Opt-Out Date; (b) shall state the name, address, and
26 telephone number of the Settlement Class Member seeking exclusion; (c) shall be physically signed
27 by the Settlement Class Member seeking exclusion; and (d) must contain a statement to the effect
28 that "I hereby request to be excluded from the proposed Settlement Class in *Valladolid v. Memorial*

1 *Health Services.*, Case No. No. 23STCV05059.” Any person who submits a valid and timely
2 exclusion request shall not (i) be bound by any orders or Judgment entered in the Actions, (ii) be
3 entitled to relief under this Agreement, or (iii) be entitled to object to any aspect of this Agreement.
4 No person may request to be excluded from the Settlement Class through “mass” or “class” opt-
5 outs.

6 55. All Settlement Class Members who submit valid and timely notices of their intent
7 to opt out of the Settlement Class, as set forth in Paragraph 53 above, referred to herein as “Opt-
8 Outs,” shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement.
9 All Persons falling within the definition of the Settlement Class who do not opt-out of the
10 Settlement Class in the manner set forth in Paragraph 53 above shall be bound by the terms of this
11 Settlement Agreement and Judgment entered thereon.

12 56. The notice of intent to opt out and Objection procedures shall be detailed in plain
13 language in the Long Form Notice and on the Settlement Website.

14 **X. ATTORNEYS’ FEES, COSTS, EXPENSES, AND SERVICE AWARDS**

15 57. Class Counsel intends to seek reimbursement of their reasonable attorneys’ fees and
16 costs not to exceed Two Hundred and Fifty Thousand Dollars and No Cents (\$250,000.00) or one
17 third of the total value of the Settlement Fund for attorneys’ fees, plus reasonable documented costs
18 and expenses incurred in prosecuting the Litigation. Class Counsel’s attorneys’ fees, costs, and
19 expenses awarded by the Court shall be paid no later than thirty (30) Days after entry of the Final
20 Approval Order, notwithstanding any appeals or any other proceedings which may delay the
21 Effective Date of the Settlement. For the avoidance of doubt, the Court-approved amount of any
22 attorneys’ fees, costs, and expenses shall be paid from the Settlement Fund. The Parties did not
23 discuss or agree upon payment of attorneys’ fees and costs until after they agreed on all material
24 terms of relief to the Settlement Class.

25 58. Class Counsel shall request the Court to approve a service award of Two Thousand
26 Five Hundred Dollars and No Cents (\$2,500.00) for the named Plaintiff, which award is intended
27 to recognize Plaintiff for her efforts in the litigation and commitment on behalf of the Settlement
28 Class (“Service Award(s)”). If approved by the Court, the Service Awards will be paid no later

1 than thirty (30) Days after entry of the Final Approval Order. For the avoidance of doubt, the Court
2 approved amount for any Service Awards shall be paid from the Settlement Fund. The Parties did
3 not discuss or agree upon payment of service awards until after they agreed on all material terms
4 of relief to the Settlement Class.

5 59. Class Counsel will file applications with the Court for the requested Service Awards
6 and attorneys' fees, costs, and expenses no later than thirty (30) Days after the Settlement becomes
7 final.

8 60. The Parties agree that the Court's approval or denial of any request for the Service
9 Awards or attorneys' fees are not conditions to this Settlement Agreement and are to be considered
10 by the Court separately from final approval, reasonableness, and adequacy of the settlement. Any
11 reduction to the Service Awards or award of attorneys' fees, costs, or expenses shall not operate to
12 terminate or cancel this Settlement Agreement.

13 **XI. NOTICES**

14 61. All notices to the Parties required by the Settlement Agreement shall be made in
15 writing and communicated by mail to the following addresses:

16 All notices to Class Counsel or Plaintiff shall be sent to:

17 Philip L. Fraietta (State Bar No. 354768)
18 **BURSOR & FISHER, P.A.**
19 50 Main St., Ste. 475
20 White Plains, NY 10606
21 Telephone: (914) 874-0710
22 Facsimile: (914) 206-3656
23 E-mail: pfraietta@bursor.com

24 All notices to Defendant's Counsel or Defendant shall be sent to:

25 Paul G. Karlsgodt
26 **BAKER & HOSTETLER LLP**
27 1801 California Street, Suite 4400
28 Denver, Colorado, 80202-2662
Telephone: 303.861.0600
Facsimile: 303.861.7805
Email: PKarlsgodt@bakerlaw.com

and

Teresa C. Chow

1 **BAKER & HOSTETLER LLP**
2 1900 Avenue of the Stars, Suite 2700
3 Los Angeles, CA 90067-4508
4 Telephone: 310.820.8800
5 Facsimile: 310.820.8859
6 Email: *tchow@bakerlaw.com*

7 62. Other than attorney-client communications or communications otherwise protected
8 from disclosure pursuant to law or rule, the Parties shall promptly provide to each other copies of
9 comments, Objections, or other documents or filings received from a Settlement Class Member as
10 a result of the Notice Program.

11 **XII. SETTLEMENT APPROVAL PROCESS**

12 63. After execution of this Settlement Agreement, the Parties shall promptly move the
13 Court to enter the Preliminary Approval Order, which:

- 14 a. Preliminarily approves this Settlement Agreement;
- 15 b. Provisionally certifies the Settlement Class;
- 16 c. Finds the proposed settlement is sufficiently fair, reasonable, adequate, and
17 in the best interests of the Settlement Class;
- 18 d. Finds the Notice Program constitutes valid, due, and sufficient notice to the
19 Settlement Class Members, and constitutes the best notice practicable under the circumstances,
20 complying fully with the requirements of the laws of California, the United States, the Constitution
21 of the United States, and any other applicable law and that no further notice to the Class is required
22 beyond that provided through the Notice Program;
- 23 e. Appoints the Settlement Administrator;
- 24 f. Directs the Settlement Administrator to provide notice to Settlement Class
25 Members in accordance with the Notice Program provided for in this Settlement Agreement;
- 26 g. Approves the Claim Form and directs the Settlement Administrator to
27 administer the Settlement in accordance with the provisions of this Settlement Agreement;
- 28 h. Approves the Objection procedures as outlined in this Settlement
 Agreement;
- i. Schedules a Final Approval Hearing to consider the final approval,

1 reasonable, and adequacy of the proposed settlement and whether it should be finally approved
2 by the Court; and

3 j. Contains any additional provisions agreeable to the Parties that might be
4 necessary or advisable to implement the terms of this Settlement Agreement.

5 **XIII. FINAL APPROVAL HEARING**

6 64. The Parties will recommend that the Final Approval Hearing shall be scheduled no
7 earlier than one hundred thirty (130) Days after the entry of the Preliminary Approval Order.

8 65. The Parties may file a response to any objections and a Motion for Final Approval
9 no later than sixteen (16) Court Days prior to the Final Approval Hearing.

10 66. The Parties shall ask the Court to enter a Final Approval Order and Judgment which
11 includes the following provisions:

12 a. A finding that the Notice Program fully and accurately informed all
13 Settlement Class Members entitled to notice of the material elements of the settlement, constitutes
14 the best notice practicable under the circumstances, constitutes valid, due, and sufficient notice,
15 and complies fully with the laws of California, the United States Constitution, and any other
16 applicable law;

17 b. A finding that after proper notice to the Class, and after sufficient
18 opportunity to object, no timely objections to this Settlement Agreement have been made, or a
19 finding that all timely objections have been considered and denied;

20 c. Approval of the settlement, as set forth in the Settlement Agreement, as fair,
21 reasonable, adequate, and in the best interests of the Class, in all respects, finding that the settlement
22 is in good faith, and ordering the Parties to perform the Settlement in accordance with the terms of
23 this Settlement Agreement;

24 d. A finding that neither the Final Judgment, the settlement, nor the Settlement
25 Agreement shall constitute an admission of liability by any of the Parties, or any liability or
26 wrongdoing whatsoever by any Party;

27 e. A finding that Plaintiff shall, as of the entry of the Final Judgment,
28 conclusively be deemed to have fully, finally, and forever completely released, relinquished, and

1 discharged the Released Persons from the Plaintiff's Released Claims;

2 f. A finding that all Settlement Class Members, excluding Opt-Outs, shall, as
3 of the entry of the Final Judgment, conclusively be deemed to have fully, finally, and forever
4 completely released, relinquished, and discharged the Released Persons from the Released Class
5 Claims; and

6 g. A reservation of exclusive and continuing jurisdiction over the Litigation
7 and the Parties for the purposes of, among other things, (i) supervising the implementation,
8 enforcement, construction, and interpretation of the Settlement Agreement, the Preliminary
9 Approval Order, and the Final Judgment; and (ii) supervising the administration and distribution of
10 the relief to the Settlement Class and resolving any disputes that may arise with regard to the
11 foregoing.

12 67. The Parties agree to bear their own attorneys' fees, costs, and expenses not otherwise
13 awarded in accordance with this Settlement Agreement.

14 68. Notice of final judgment will be given to the Class by way of a posted notice on the
15 Settlement Website.

16 **XIV. TERMINATION OF THIS SETTLEMENT AGREEMENT**

17 69. Each Party shall have the right to terminate this Settlement Agreement if:

18 a. The Court denies preliminary approval of this Settlement Agreement (or
19 grants preliminary approval through an order that materially differs in substance to **Exhibit E**
20 hereto);

21 b. The Court denies final approval of this Settlement Agreement (or grants final
22 approval through an order that materially differs in substance from the proposed Final Approval
23 Order);

24 c. The Final Approval Order and Final Judgment do not become final by reason
25 of a higher court reversing final approval by the Court, and the Court thereafter declines to enter a
26 further order or orders approving the settlement on the terms set forth herein; or

27 d. The Effective Date cannot occur.

28 70. The Parties agree to work in good faith to effectuate this Settlement Agreement

1 including to reach agreement on any modification to the Settlement necessary to obtain final
2 approval.

3 71. If a Party elects to terminate this Settlement Agreement under this Section XV, that
4 Party must provide written notice to the other Party's counsel, by hand delivery, mail, or e-mail
5 within ten (10) Days of the occurrence of the condition permitting termination.

6 72. Nothing shall prevent Plaintiff or Defendant from appealing or seeking other
7 appropriate relief from an appellate court with respect to any denial by the Court of final approval
8 of the Settlement. Plaintiff may appeal any material reduction in the requested amount of attorneys'
9 fees and/or costs.

10 73. If this Settlement Agreement is terminated or disapproved, or if the Effective Date
11 should not occur for any reason, then: (i) this Settlement Agreement, the Preliminary Approval
12 Order, the Final Approval Order (if applicable), and all of their provisions shall be rendered null
13 and void; (ii) all Parties shall be deemed to have reverted to their respective status in the Litigation
14 as of the date and time immediately preceding the execution of this Settlement Agreement; (iii)
15 except as otherwise expressly provided, the Parties shall stand in the same position and shall
16 proceed in all respects as if this Settlement Agreement and any related orders had never been
17 executed, entered into, or filed; and (iv) no term or draft of this Settlement Agreement nor any part
18 of the Parties' settlement discussions, negotiations, or documentation (including any declaration or
19 brief filed in support of the motion for preliminary approval or motion for final approval), nor any
20 rulings regarding class certification for settlement purposes (including the Preliminary Approval
21 Order and, if applicable, the Final Approval Order and Final Judgment), will have any effect or be
22 admissible into evidence for any purpose in the Litigation or any other proceeding.

23 74. If the Court does not approve the Settlement or the Effective Date cannot occur for
24 any reason, Defendant shall retain all its rights and defenses in the Litigation. For example,
25 Defendant shall have the right to object to the maintenance of the Litigation as a class action, to
26 move for summary judgment, and to assert defenses at trial, and nothing in this Settlement
27 Agreement or other papers or proceedings related to the Settlement shall be used as evidence or
28 argument by any Party concerning whether the Litigation may properly be maintained as a class

1 action, or for any other purpose.

2 75. If more than five hundred members of Settlement Class Members submit valid opt-
3 out forms, Memorial may, at its sole discretion, void the Settlement Agreement. However,
4 Memorial shall pay all costs of Settlement Administration incurred by the Settlement Administrator
5 up to the date it voids the Settlement.

6 **XV. RELEASE**

7 76. On the Effective Date, Plaintiff and each and every Settlement Class Member,
8 excluding Opt-Outs, shall be bound by this Settlement Agreement and shall have recourse only to
9 the benefits, rights, and remedies provided hereunder. No other action, demand, suit, arbitration,
10 or other claim or proceeding, regardless of forum, may be pursued against Released Persons with
11 respect to the Plaintiff's Released Claims or the Released Class Claims. Released Claims do not
12 include medical malpractice, or other bodily injury claims, or claims relating to the enforcement of
13 the settlement.

14 77. On the Effective Date and in consideration of the promises and covenants set forth
15 in this Settlement Agreement, Plaintiff will be deemed to have fully, finally, and forever completely
16 released, relinquished, and discharged the Released Persons from any and all past, present, and
17 future claims, counterclaims, lawsuits, set-offs, costs, expenses, attorneys' fees and costs, losses,
18 rights, demands, charges, complaints, actions, suits, causes of action, obligations, debts, contracts,
19 penalties, damages, or liabilities of any nature whatsoever, known, unknown, or capable of being
20 known, in law or equity, fixed or contingent, accrued or unaccrued and matured or not matured that
21 were or could have been asserted in the Litigation relating to, concerning, or arising out of
22 Memorial's use of analytics tools, such as the Meta Pixel and Google Analytics, on its Website (the
23 "Plaintiff's Release"). The Plaintiff's Release shall be included as part of the Final Approval Order
24 so that all claims released thereby shall be barred by principles of res judicata, collateral estoppel,
25 and claim and issue preclusion (the "Plaintiff's Released Claims"). The Plaintiff's Released Claims
26 shall constitute and may be pled as a complete defense to any proceeding arising from, relating to,
27 or filed in connection with the Plaintiff's Released Claims.

28 78. On the Effective Date and in consideration of the promises and covenants set forth

1 in this Settlement Agreement, each Settlement Class Member will be deemed to have fully, finally,
2 and forever completely released, relinquished, and discharged the Released Persons from any and
3 all claims that were alleged, or reasonably could have been alleged, based on the facts and
4 allegations in the operative complaint during the class period. The Settlement Class Release shall
5 be included as part of the Final Approval Order so that all claims released thereby shall be barred
6 by principles of res judicata, collateral estoppel, and claim and issue preclusion (the “Released
7 Class Claims,” and together with Plaintiff’s Released Claims, the “Release Claims”). The Released
8 Class Claims shall constitute and may be pleaded as a complete defense to any proceeding arising
9 from, relating to, or filed in connection with the Released Class Claims.

10 79. Subject to Court approval, as of the Effective Date, Plaintiff and all Settlement Class
11 Members, excluding Opt-Outs, shall be bound by this Settlement Agreement and the Settlement
12 Class Release

13 80. The Plaintiff’s Released Claims include the release of Unknown Claims. “Unknown
14 Claims” means any of the Released Claims that either Plaintiff does not know or suspect to exist in
15 his or her favor at the time of the release of the Released Persons that, if known by him or her,
16 might have affected his or her settlement with, and release of, the Released Persons, or might have
17 affected his or her decision not to object to and/or to participate in the Settlement.

18 81. With respect to any and all Plaintiff’s Released Claims, the Settling Parties stipulate
19 and agree that upon the Effective Date, Plaintiff expressly shall be deemed to have, and by operation
20 of the Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil
21 Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state,
22 province, or territory of the United States which is similar, comparable, or equivalent to California
23 Civil Code § 1542, which provides:

24 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
25 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
26 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
27 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
28

1 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR
2 OR RELEASED PARTY.

3 Plaintiff may hereafter discover facts in addition to, or different from, those that they, and any of
4 them, now know or believe to be true with respect to the subject matter of the Released Claims, but
5 Plaintiff expressly shall be deemed to have, and by operation of the Judgment shall have, upon the
6 Effective Date, fully, finally and forever settled and released any and all Released Claims. For the
7 avoidance of doubt this provision applies only to the Released Claims and not to any claims of
8 Plaintiff unrelated to the facts or circumstances at issues in the litigation, *e.g.*, medical malpractice
9 claims. The Parties acknowledge that the foregoing waiver is a material element of the Settlement
10 Agreement.

11 82. Upon the occurrence of the later of the Effective Date and Defendant paying the full
12 amount of the Settlement Fund to the Settlement Administrator, and in consideration of the
13 Released Claims described herein, Memorial shall be deemed to have, and by operation of the
14 Judgment shall have, fully, finally, and forever released, relinquished, and discharged the Class
15 Representatives, Class Counsel, and all Settlement Class Members of all claims based upon the
16 institution, prosecution, settlement, or resolution of the litigation or the Released Claims, except
17 for enforcement of the Settlement Agreement. Notwithstanding the above, any other claims or
18 defenses Memorial may have against such Persons including, without limitation, any claims based
19 upon any retail, banking, debtor-creditor, contractual, or other business relationship with such
20 Persons not based upon the institution, prosecution, settlement, or resolution of the Litigation or
21 the Released Claims are specifically preserved and shall not be affected by the preceding sentence.

22 83. Without in any way limiting the scope of the Plaintiff's Release or the Settlement
23 Class Release (the "Releases"), the Releases cover, without limitation, any and all claims for
24 attorneys' fees, costs or disbursements incurred by Class Counsel or any other counsel representing
25 Plaintiff or Settlement Class Members, or any of them, in connection with or related in any manner
26 to the Litigation, the Settlement, the administration of such Settlement and/or the Plaintiff's
27 Released Claims or the Released Class Claims as well as any and all claims for the Service Award
28 to Plaintiff.

1 84. Nothing in the Releases shall preclude any action to enforce the terms of this
2 Settlement Agreement, including participation in any of the processes detailed herein. Nor shall
3 the Releases be construed to release claims for medical malpractice or bodily injury.

4 **XVI. EFFECTIVE DATE**

5 85. The “Effective Date” of this Settlement Agreement shall be the first Day after the
6 date all of the following conditions have occurred:

7 a. This Settlement Agreement has been fully executed by all Parties and their
8 counsel;

9 b. Orders have been entered by the Court certifying the Settlement Class,
10 granting preliminary approval of this Settlement Agreement and approving the Notice Program and
11 Claim Form, all as provided above;

12 c. The Court-approved E-Mail Notice and Postcard Notice have been e-mailed
13 and mailed, respectively, other notice required by the Notice Program, if any, has been effectuated,
14 and the Settlement Website has been duly created and maintained as ordered by the Court;

15 d. The Court has entered a Final Approval Order finally approving this
16 Settlement Agreement, as provided above; and

17 e. The Final Approval Order and Final Judgment have become Final, as
18 defined in Paragraph 10(1).

19 **XVII. MISCELLANEOUS PROVISIONS**

20 86. The recitals and exhibits to this Settlement Agreement are integral parts of the
21 Settlement and are expressly incorporated and made a part of this Settlement Agreement.

22 87. This Settlement Agreement is for settlement purposes only. Neither the fact of nor
23 any provision contained in this Settlement Agreement nor any action taken hereunder shall
24 constitute or be construed as an admission of the validity of any claim or any fact alleged in the
25 Complaint or Litigation or of any wrongdoing, fault, violation of law or liability of any kind on the
26 part of Defendant or any admission by Defendant of any claim in this Litigation or allegation made
27 in any other proceeding, including regulatory matters, directly or indirectly involving the
28 allegations asserted in the Complaint and Litigation. This Settlement Agreement shall not be

1 offered or be admissible in evidence against the Parties or cited or referred to in any action or
2 proceeding between the Parties, except in an action or proceeding brought to enforce its terms.
3 Nothing contained herein is or shall be construed or admissible as an admission by Defendant that
4 Plaintiff' claim, or any similar claims, are suitable for class treatment.

5 88. In the event that there are any developments in the effectuation and administration
6 of this Settlement Agreement that are not dealt with by the terms of this Settlement Agreement,
7 then such matters shall be dealt with as agreed upon by the Parties, and failing agreement, as shall
8 be ordered by the Court. The Parties shall execute all documents and use their best efforts to
9 perform all acts necessary and proper to promptly effectuate the terms of this Settlement Agreement
10 and to take all necessary or appropriate actions to obtain judicial approval of this Settlement
11 Agreement to give this Settlement Agreement full force and effect.

12 89. Cash Compensation payments shall be issued on a *pro rata* basis, such that the
13 aggregate value of the Cash Compensation payments does not exceed the Net Settlement Fund. All
14 such determinations regarding the Cash Compensation payments shall be performed by the
15 Settlement Administrator.

16 90. No person shall have any claim against Plaintiff, Class Counsel, Defendant,
17 Defendant's Counsel, or the Released Persons, or any of the foregoing's agents or representatives
18 based on the administration of the Settlement substantially in accordance with the terms of the
19 Settlement Agreement or any order of the Court or appellate court.

20 91. This Settlement Agreement constitutes the entire Settlement Agreement between
21 and among the Parties with respect to the Settlement of the Litigation. This Settlement Agreement
22 supersedes all prior negotiations and Settlement Agreements and may not be modified or amended
23 except by a writing signed by the Parties and their respective counsel. The Parties acknowledge,
24 stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement,
25 negotiation, or understanding concerning any part of the subject matter of this Settlement
26 Agreement has been made or relied on except as expressly set forth in this Settlement Agreement.

27 92. There shall be no waiver of any term or condition in this Settlement Agreement
28 absent an express writing to that effect by the non-waiving Party. No waiver of any term or

1 condition in this Settlement Agreement shall be construed as a waiver of a subsequent breach or
2 failure of the same term or condition, or waiver of any other term or condition of this Settlement
3 Agreement.

4 93. In the event a third-party, such as a bankruptcy trustee, former spouse, or other third-
5 party has or claims to have a claim against any payment made to a Settlement Class Member, it is
6 the responsibility of the Settlement Class Member to transmit the funds to such third-party. Unless
7 otherwise ordered by the Court, the Parties will have no, and do not agree to any, responsibility for
8 such transmittal.

9 94. This Settlement Agreement shall not be construed more strictly against one Party
10 than another merely because it may have been prepared by counsel for one of the Parties, it being
11 recognized that because of the arm's-length negotiations resulting in this Settlement Agreement,
12 all Parties hereto have contributed substantially and materially to the preparation of the Settlement
13 Agreement. All terms, conditions, and exhibits are material and necessary to this Settlement
14 Agreement and have been relied upon by the Parties in entering into this Settlement Agreement.

15 95. This Settlement Agreement shall be construed under and governed by the laws of
16 the State of California without regard to its choice of law provisions.

17 96. Neither Plaintiff nor Class Counsel shall issue any press release to any traditional
18 news outlet, including but not limited to print newspapers, online news websites, and television and
19 radio stations, in connection with the Settlement Notice Program unless such press release is
20 approved in advance by Defendant, and/or approved by Court order.

21 97. In the event that one or more of the provisions contained in this Settlement
22 Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such
23 invalidity, illegality, or unenforceability shall not affect the other provisions of the Settlement
24 Agreement, which shall remain in full force and effect as though the invalid, illegal, or
25 unenforceable provision(s) had never been a part of this Settlement Agreement as long as the
26 benefits of this Settlement Agreement to Defendant or the Settlement Class Members are not
27 materially altered, positively or negatively, as a result of the invalid, illegal, or unenforceable
28 provision(s).

1 98. If any Party institutes any legal action or other proceeding against another Party or
2 Parties to enforce this Agreement or to declare rights and/or obligations under this Agreement, the
3 prevailing party will be entitled to recover from the unsuccessful Party or Parties reasonable
4 attorneys' fees and costs incurred in connection with any such action.

5 99. This Settlement Agreement will be binding upon and inure to the benefit of the
6 successors and assigns of the Parties, Released Persons, and Settlement Class Members.

7 100. The headings used in this Settlement Agreement are for the convenience of the
8 reader only and shall not affect the meaning or interpretation of this Settlement Agreement. In
9 construing this Settlement Agreement, the use of the singular includes the plural (and vice-versa),
10 and the use of the masculine includes the feminine (and vice-versa).

11 101. The Parties stipulate to stay all proceedings in the Litigation until the approval of
12 this Settlement Agreement has been finally determined, except the stay of proceedings shall not
13 prevent the filing of any motions, affidavits, and other matters necessary to obtain and preserve
14 judicial approval of this Settlement Agreement.

15 102. This Settlement Agreement may be executed in one or more counterparts, each of
16 which shall be deemed an original as against any Party who has signed it and all of which shall be
17 deemed a single Settlement Agreement.

18 103. Each Party to this Settlement Agreement and the signatories thereto warrant that he,
19 she, or it is acting upon his, her or its independent judgment and the advice of his, her, or its counsel
20 and not in reliance upon any warranty or representation, express or implied, of any nature or kind
21 by any other Party, other than the warranties and representations expressly made in this Settlement
22 Agreement.

23 104. Each signatory below warrants that he or she has authority to execute this Settlement
24 Agreement and bind the Party on whose behalf he or she is executing the Settlement Agreement.

25
26 Dated: May 14, 2026

MICHELLE VALLADOLID


27
28 By: _____

Michelle Valladolid

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Dated: May 13, 2026

MEMORIAL HEALTH SERVICES

By: 
Name Thomas J. Leary
Title EVP, Chief Legal Officer

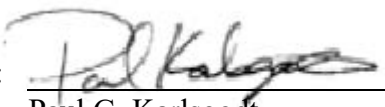
BURSOR & FISHER P.A.

Dated: May 14, 2026

By: 
Philip Fraietta
Attorneys for Plaintiff

BAKER & HOSTETLER LLP

Dated: May 13, 2026

By: 
Paul G. Karlsgodt
Attorneys for Defendant
MEMORIALHEALTH MEDICAL CENTER