

## STIPULATION OF SETTLEMENT

This Stipulation of Settlement (“Settlement Agreement”) is reached by and between Plaintiffs Laura Lopez and Winifred Allison (“Plaintiffs”), individually and on behalf of all members of the Settlement Class (defined below), on one hand, and Defendant Barlow Respiratory Hospital (hereinafter “Defendant”), on the other hand. Plaintiffs and Defendant are referred to herein collectively as the “Parties.” Plaintiffs and the Settlement Class are represented by Paul K. Haines, Sean M. Blakely, and Alexandra R. McIntosh of Haines Law Group, APC, Sahag Majarian II of The Law Office of Sahag Majarian II, and Joseph Lavi and Vincent Granberry of Lavi & Ebrahimian, LLP (“Class Counsel”). Defendant is represented by Allison Wallin of Littler Mendelson P.C. and Lyne A. Richardson and Brittney L. Turner of Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

On August 12, 2021, Plaintiff Lopez filed a Class Action Complaint against Defendant in Los Angeles County Superior Court, in the matter entitled *Laura Lopez v. Barlow Respiratory Hospital*, Case No. 21STCV29754 (the “*Lopez Action*”). On November 12, 2021, Plaintiff Lopez filed the operative First Amended Class and Representative Action Complaint (“FAC”). The FAC alleges the following causes of action: (i) failure to pay all wages at the agreed-upon rate; (ii) minimum wage violations; (iii) wage statement violations; (iv) unfair competition; and (v) civil penalties under the Private Attorneys General Act (“PAGA”).

On January 31, 2022, Plaintiff Allison filed a Class Action Complaint against Defendant in Los Angeles County Superior Court, in the matter entitled *Winifred Allison v. Barlow Respiratory Hospital*, Case No. 22STCV03831 (the “*Allison Action*”). The Complaint alleges the following causes of action: (i) minimum wage violation; (ii) meal period violations; (iii) rest period violations; (iv) failure to timely pay earned wages during employment; (v) wage statement violations; (vi) waiting time penalties; and (vii) unfair competition.

On October 27, 2022, Plaintiff Allison filed a separate representative action against Defendant in Los Angeles Superior Court in the matter entitled *Winifred Allison v. Barlow Respiratory Hospital*, Case No. 22STCV34472 (the “*Allison PAGA Action*”). The Complaint alleges a single cause of action for civil penalties under PAGA.

The *Lopez Action*, *Allison Action*, and *Allison PAGA Action* are collectively referred to the “*Actions*”. Plaintiffs will move for approval in the *Lopez Action* and the Parties stipulate to the filing of a Second Amended Complaint in the *Lopez Action* to add Plaintiff Winifred Allison and all claims alleged in the *Allison Action* and *Allison PAGA Action*.

Given the uncertainty of litigation, Plaintiffs and Defendant wish to settle both individually and on behalf of the Settlement Class. Accordingly, Plaintiffs and Defendant agree as follows:

1. **Settlement Class.** For the purposes of this Settlement Agreement only, Plaintiffs and Defendant stipulate to the certification of the following Settlement Class:

All current and former non-exempt employees who worked for Defendant Barlow Respiratory Hospital in California from February 15, 2017 until February 27, 2024

(“Class Period”). Defendant represents that there are approximately 1,163 Settlement Class members.

The Parties agree that certification for purposes of settlement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure. If for any reason this Settlement Agreement is not approved, does not become Final as defined below, or is terminated or materially modified without agreement of the Parties, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

Additionally, the “Aggrieved Employees” shall be defined as:

All current and former non-exempt employees who performed work for Defendant Barlow Respiratory Hospital in the State of California from August 12, 2020 until February 27, 2024 (the “PAGA Period”).

2. **Release by Settlement Class Members, Aggrieved Employees, and Plaintiffs.** Upon the Effective Date (as defined below) and the complete funding of the Gross Settlement Amount, Plaintiffs, every member of the Settlement Class (except those who opt out), and Aggrieved Employees will fully release and discharge Released Parties (as defined below) as follows:

- A. “Released Parties” means Defendant Barlow Respiratory Hospital and each of its former and present boards, directors, officers, shareholders, owners, joint employers, co-employers, agents, attorneys, insurers, predecessors, successors, assigns, parent companies, affiliates, and subsidiaries.
- B. Settlement Class members will release all claims, causes of action, and legal theories alleged or which could have been alleged based on the facts in the Actions, including: (a) failure to properly calculate and/or pay all wages; (b) failure to provide all meal periods in accordance with California law; (c) failure to authorize and permit all rest periods in accordance with California law; (d) failure to furnish accurate and itemized wage statements; (e) failure to timely pay all wages during employment; (f) failure to pay all wages owed upon separation of employment; (g) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories of relief pled in the Actions (collectively, the “Class Released Claims”). The period of the Release shall extend to the limits of the Class Period.
- C. Release by Aggrieved Employees. Upon the occurrence of the Effective Date and the Settlement being fully funded, Plaintiffs and all Aggrieved Employees release and forever discharge Defendant from all claims for civil penalties under California Labor Code Private Attorneys General Act of 2004 arising out of or based on the facts alleged in Plaintiff Lopez’s letter to the Labor & Workforce Development Agency (“LWDA”) dated August 12, 2021 and/or Plaintiff Allison’s letter to the LWDA dated January 31, 2022, including claims for civil penalties due to an alleged failure to properly calculate and/or pay all wages; failure to provide all meal

periods in accordance with California law; failure to authorize and permit all rest periods in accordance with California law; failure to furnish accurate and itemized wage statements; failure to timely pay all wages during employment; and failure to pay all wages owed upon separation of employment (“PAGA Released Claims”). The PAGA Period and the time period of the PAGA Released Claims is defined as August 12, 2020 through February 27, 2024 (“PAGA Period”).

- D. **Plaintiffs’ Releases.** Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally release and discharge Released Parties from all claims, transactions, or occurrences, including, but not limited to: (1) the Class Released Claims; and (2) the PAGA Released Claims (“Plaintiffs’ Releases”). Plaintiffs’ Releases do not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, social security benefits, workers’ compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that they may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs’ Releases shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs’ discovery of them.

**Plaintiffs’ Waiver of Rights under California Civil Code Section 1542.** For purposes of Plaintiffs’ Releases, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

**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.**

3. **Gross Settlement Amount.** As consideration and subject to the express condition precedent that this Settlement Agreement becomes Final (as defined below), Defendant agrees to pay a non-reversionary “Gross Settlement Amount” of One Million One Hundred Seventy-Four Thousand Two Hundred Dollars and Zero Cents (\$1,174,200) in full and complete settlement of the Action, as follows:
- A. The Parties have agreed to engage Apex Class Action LLC as the “Settlement Administrator” to administer this Settlement.
- B. The Settlement will become final and effective when: (a) the Court’s final approval of the Settlement (if no timely objections by or on behalf of Settlement Class members have been filed, or any timely objections have been withdrawn); or (b) the time for appeal has expired if an objection has been filed and no appeal has been filed or withdrawn; or (c) the final resolution of any appeal that has been filed (“Effective Date”).

- C. The Gross Settlement Amount shall be deposited into an escrow account to be established by the Settlement Administrator in two installments. The first installment of \$410,970.00 shall be deposited within thirty (30) days of the Effective Date. The second installment of \$763,230.00 shall be deposited within one year of the Effective Date.
- D. This is a non-reversionary settlement. The Gross Settlement Amount includes:
- (1) All payments (including interest) to the Settlement Class;
  - (2) All costs of the Settlement Administrator and settlement administration, which are anticipated to be no greater than \$16,000.00;
  - (3) Up to Seven Thousand Five Hundred Dollars (\$7,500.00) each for Plaintiffs' Class Representative Enhancement Payments, for a total of Fifteen Thousand Dollars and Zero Cents (\$15,000.00) in recognition for Plaintiffs' contributions to the Action and Plaintiffs' service to the Settlement Class. In the event that the Court reduces or does not approve the requested Class Representative Enhancement Payments, Plaintiffs shall not have the right to revoke the Settlement Agreement for that reason, and the Settlement will remain binding;
  - (4) Up to one-third of the Gross Settlement Amount in Class Counsel's attorneys' fees, plus actual costs and expenses incurred by Class Counsel related to the Action as supported by declaration, which are currently estimated to be no greater than Fifty Thousand Dollars and Zero Cents (\$50,000.00). If Class Counsel's request for attorneys' fees and/or reimbursement of litigation costs is not approved and/or reduced by the Court, any amount not approved and/or reduced by the Court will revert to the participating Settlement Class members; and
  - (5) Fifty Thousand Dollars and Zero Cents (\$50,000.00) of the Gross Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or Thirty-Seven Thousand and Five Hundred Dollars and Zero Cents (\$37,500.00) will be payable to the Labor & Workforce Development Agency ("LWDA"), and the remaining twenty-five percent (25%), or Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00) will be payable to the Aggrieved Employees as the "PAGA Amount."
- E. Defendant's share of employer payroll taxes shall be paid by Defendant separately from, and in addition to, the Gross Settlement Amount at the time of the first installment.
- F. **Escalator Clause.** Defendant represents that that there were an estimated 123,600 total workweeks worked by the Settlement Class members during the Class Period. If the number of workweeks worked during the Class Period exceeds this figure by more than 10% (i.e., if there are 135,961 or more total workweeks), Defendant may

elect to either: (a) increase the Gross Settlement Amount on a proportional basis (i.e., if there was a 12% increase in the number of total workweeks, Defendant shall increase the Gross Settlement Amount by 2%); or (b) cut off the Class Period as of the date that there are 135,961 workweeks worked. Pursuant to Paragraph 10(A) below, Defendant will provide the Class Data to the Settlement Administrator within 30 calendar days of this Agreement being fully executed so that the Parties will know whether this Escalator Clause has been triggered by the time Plaintiffs file their Motion for Preliminary Approval.

4. **Payments to the Settlement Class.** Settlement Class members are not required to submit a claim form to receive a payment (“Settlement Award”) from the settlement. Settlement Awards will be determined and paid as follows:

- A. The Settlement Administrator shall first deduct from the Gross Settlement Amount the amounts approved by the Court for Class Counsel’s attorneys’ fees, Class Counsel’s costs and expenses, Plaintiffs’ Class Representative enhancement payment, the amount designated as PAGA civil penalties, and the Settlement Administrator’s fees and expenses for administration. The remaining amount shall be known as the “Net Settlement Amount.”
- B. From the Net Settlement Amount, the Settlement Administrator will calculate each Settlement Class member’s Settlement Award based on the following formula:
  - i. Payments to all participating Settlement Class members: Eighty percent (80%) of the Net Settlement Amount will be distributed to all participating Settlement Class members based on each participating Settlement Class member’s proportionate workweeks worked during the Class Period, and will be calculated by multiplying 80% of the Net Settlement Amount by a fraction, the numerator of which is the participating Settlement Class member’s number of workweeks worked during the Class Period, and the denominator of which is the total workweeks worked by all participating Settlement Class members during the Class Period.
  - ii. Waiting Time Amount: Ten Percent (10%) of the Net Settlement Amount shall be designated as the “Waiting Time Amount.” Each participating Settlement Class member whose employment with Defendant ended at any time from February 15, 2018 to February 27, 2024, shall receive an equal, pro-rata share of the Waiting Time Amount. In other words, the Waiting Time Amount will be divided equally among all participating Settlement Class members whose employment with Defendant ended at any time from February 15, 2018 to the date of preliminary approval.
  - iii. Wage Statement Amount: Ten percent (10%) of the Net Settlement Amount shall be designated as the “Wage Statement Amount.” Each participating Settlement Class member who was employed by Defendant at any time from February 15, 2020 to February 27, 2024 shall receive a portion of the Wage Statement Amount proportionate to the number of workweeks that he

or she worked during the period from February 15, 2020 to February 27, 2024, and which will be calculated by multiplying 10% of the Net Settlement Amount by a fraction, the numerator of which is the participating Settlement Class member's number of workweeks worked from October 8, 2020 to the date of preliminary approval, and the denominator of which is the total number of workweeks worked by all participating Settlement Class members during the time period from February 15, 2020 to February 27, 2024.

- iv. PAGA Amount: Each Aggrieved Employee (including those who submit a valid and timely Request for Exclusion from the class action settlement) shall receive a portion of the Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00) of the Gross Settlement Amount that has been designated as the "PAGA Amount" proportionate to the number of workweeks that he or she worked during the PAGA Period, and which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the Settlement Class member's number of workweeks worked during the PAGA Period, and the denominator of which is the total number of workweeks worked by all Settlement Class members during the PAGA Period (including those who submit a valid and timely Request for Exclusion from the class action settlement).

- C. Within ten (10) calendar days following Defendant's deposit of the Gross Settlement Amount with the Settlement Administrator, the Settlement Administrator will calculate Settlement Award amounts and provide the same to counsel for review and approval. Within seven (7) calendar days of approval by counsel, the Settlement Administrator will prepare and mail Settlement Awards, less applicable taxes and withholdings, to participating Settlement Class members. The Settlement Administrator shall simultaneously pay the withholdings to the applicable authorities with the necessary reports, submitting copies to Defendant's counsel. After Settlement Awards are mailed to Settlement Class members, the Settlement Administrator shall distribute the amounts approved for Class Counsel's attorneys' fees and litigation costs, Plaintiffs' Enhancement Payment, payment to the LWDA for its share of PAGA civil penalties, and settlement administration expenses.
- D. For purposes of calculating applicable taxes and withholdings, each Settlement Award shall be allocated as follows: 80% as penalties and interest; and 20% as wages. The Settlement Administrator will be responsible for issuing to participating Settlement Class members IRS Forms W-2 for amounts deemed "wages" and IRS Forms 1099 for the amounts allocated as penalties and interest. Notwithstanding the treatment of the payments to each Settlement Class member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans.

- E. Each Settlement Class member who receives a Settlement Award must cash that check within 180 days from the date the Settlement Administrator mails it. Any funds payable to Settlement Class members whose checks were not cashed within 180 days after mailing will escheat to CASA of Los Angeles, a nonprofit organization dedicated to child advocacy programs.
- F. Neither Plaintiffs nor Defendant shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

5. **Attorneys' Fees and Costs.** Defendant will not object to Class Counsel's request for a total award of attorneys' fees of one-third of the Gross Settlement Amount, which is currently estimated to be Three Hundred Ninety-One Thousand Four Hundred Dollars and Zero Cents (\$391,400.00). Additionally, Class Counsel will request an award of actual costs and expenses as supported by declaration, in an amount not to exceed Fifty Thousand Dollars and Zero Cents (\$50,000.00), from the Gross Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when the Settlement Administrator pays the fee award allowed by the Court.

6. **Class Representative Enhancement Payment.** Defendant will not object to a request for Class Representative Enhancement Payments of up to Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to each of the named Plaintiffs for a collective total of Fifteen Thousand Dollars and Zero Cents (\$15,000.00) for their time and risk in prosecuting this case, and their service to the Settlement Class. These payments will be in addition to each Plaintiff's Settlement Award as a Settlement Class member and shall be reported on an IRS Form 1099 issued by the Settlement Administrator.

7. **Settlement Administrator.** Defendant will not object to the appointment of Apex Class Action LLC as Settlement Administrator. Defendant will not object to Plaintiffs seeking permission to pay up to Sixteen Thousand Hundred Dollars and Zero Cents (\$16,000.00) to Settlement Administrator for its services from the Gross Settlement Amount. The Settlement Administrator shall be responsible for sending notices and for calculating Settlement Awards and preparing all checks and mailings, calculating Defendant's share of taxes payable on the wages, and other duties as described in this Settlement Agreement. The Settlement Administrator shall be authorized to pay itself from the Gross Settlement Amount by Class Counsel only after Settlement Awards have been mailed to all participating Settlement Class members. The Settlement Administrator shall also give notice of final judgment by posting the final judgment to its website.

8. **Notice to LWDA.** Plaintiffs' counsel will timely notify the LWDA of this Settlement Agreement as required by California Labor Code, § 2699(1)(2).

**9. Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiffs shall apply to the Court for the entry of an Order:

- A. Conditionally certifying the Settlement Class for purposes of this Settlement Agreement;
- B. Appointing Paul K. Haines, Sean M. Blakely, and Alexandra R. McIntosh of Haines Law Group, APC, Sahag Majarian II of the Law Offices of Sahag Majarian II, and Joseph Lavi and Vincent Granberry of Lavi & Ebrahimian, LLP as Class Counsel;
- C. Appointing Laura Lopez and Winifred Allison as Class Representatives for the Settlement Class;
- D. Approving Apex Class Action LLC as Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Notice Packet (which is comprised of the Class Notice, Request for Exclusion Form, and Notice of Estimated Settlement Award), and directing the mailing of same; and
- G. Scheduling a Final Approval hearing.

**10. Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

- A. Within thirty calendar days after this Agreement is fully executed, Defendant will provide the Settlement Administrator with the names, last known addresses, phone numbers, social security numbers, and workweek information for each Settlement Class member employed during the Class Period (the “Class Data”). The Class Data shall be provided to the Settlement Administrator in an electronic format reasonably satisfactory to the Settlement Administrator.
- B. Within ten (10) business days preliminary approval, and using the information provided for in Paragraph 9(A), the Settlement Administrator shall: (i) run the names of all Settlement Class members through the National Change of Address (“NCOA”) database to determine any updated addresses for Settlement Class members; (ii) update the address of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Settlement Award for each Settlement Class member; and (iv) mail a Notice Packet to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.
- C. Requests for Exclusion. Any Settlement Class member who wishes to opt-out of the settlement must complete and mail a Request for Exclusion Form to the Settlement Administrator within sixty (60) calendar days of the date of the initial mailing of the Notice Packets (the “Response Deadline”).



- i. The Notice Packet shall state that a Settlement Class member who wishes to exclude themselves from the settlement must submit a Request for Exclusion Form by the Response Deadline. The Request for Exclusion Form must: (1) contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class member; (2) contain a statement that the Settlement Class member wishes to be excluded from the settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion Form does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the settlement, except a Request for Exclusion Form not containing a Settlement Class member's telephone number and/or last four digits of the Social Security number will be deemed valid. The date of the postmark on the Request for Exclusion Form shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the settlement or have any right to object, appeal or comment thereon. Notwithstanding the foregoing, the PAGA settlement and release provisions will apply to all Settlement Class members employed during the PAGA Period, whether or not they exclude themselves from the class action settlement. Settlement Class members who were employed by Defendant at any time during the PAGA Period and submit a valid and timely Request for Exclusion shall still be entitled to their portion of the PAGA Amount described above, and will release all claims for civil penalties under the PAGA that were or could have been alleged based on the claims, causes of action or legal theories of relief pled in the FAC or the Allison PAGA Action, whether they submit a valid and timely Request for Exclusion or not.
  - ii. At no time will the Parties or their counsel seek to solicit or otherwise encourage any Settlement Class member to object to the settlement or opt out of the Settlement Class or encourage any Settlement Class member to appeal from the final judgment.
  - iii. Notwithstanding any other provisions of this Agreement, in the event that five percent (5%) or more of the total Settlement Class members exclude themselves and opt out of the settlement, Defendant may, in its sole discretion, unilaterally withdraw from and terminate the settlement no later than five (5) days prior to the date of the Final Approval Hearing. In the event of Defendant's withdrawal, no party may use the fact that the Parties agreed to the Resolution for any reason. In the event that Defendant elects to terminate this settlement under this provision, Defendant shall pay all of the Administrative Costs incurred by the Settlement Administrator up to that point.
- D. Objections. Settlement Class members who do not request exclusion may object to this Settlement Agreement as explained in the Class Notice by filing a written

objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendant's counsel via e-mail, as well as file all such objections with the Court). Defendant's counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval, unless the objections are filed within ten (10) days of the Motion for Final Approval filing deadline, in which case Defendant's counsel and Class Counsel shall have ten (10) days from the date of service to the objections by the Settlement Administrator to file a response to the objections. All objections should contain the objecting Settlement Class member's full name and current address, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection. Settlement Class members may also appear at the final approval hearing to orally object, even if they have not submitted a written objection.

- E. Notice of Estimated Settlement Award / Disputes. Each Notice Packet mailed to a Settlement Class member shall disclose the amount of the Settlement Class member's estimated Settlement Award as well as all of the information that was used from Defendant's records in order to calculate the Settlement Award. Settlement Class members will have the opportunity, should they disagree with Defendant's records regarding the information stated in the Notice of Estimated Settlement Award, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall initially determine the eligibility for, and the amounts of, any Settlement Awards under the terms of this Settlement Agreement. However, the Court shall have the right to review the Settlement Administrator's initial determination, and the Court shall make the final determination regarding the eligibility for and amount of any Settlement Award, and the Court's determination shall be binding upon the Settlement Class members and the Parties.
- F. Any Notice Packets returned to the Settlement Administrator as non-deliverable on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class member immediately, and in any event within five (5) business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member. It will be conclusively presumed that, if an envelope so mailed has not been returned within thirty (30) days of the mailing, the Settlement Class member received the Notice Packet. Settlement Class members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) calendar days from the date of

re-mailing, or until the Response Deadline has expired, whichever is later, to submit a Request for Exclusion, Objection, or dispute. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline. If a Settlement Class member's Notice Packet is returned to the Settlement Administrator more than once as non-deliverable, then an additional Notice Packet shall not be mailed. Nothing else shall be required of, or done by, the Parties, Class Counsel, or Defendant's Counsel to provide notice of the proposed settlement.

11. **Final Approval.** Following preliminary approval and the close of the period for filing requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiffs shall apply to the Court for entry of an Order:

- A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;
- B. Approving Plaintiffs' and Class Counsel's application for attorneys' fees and costs, Class Representative enhancement payments, LWDA payment, and settlement administration costs; and
- C. Entering judgment pursuant to California Rule of Court 3.769. Said judgment shall be posted on the website of the Settlement Administrator.

12. **Non-Admission of Liability.** Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this settlement. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

13. **Non-disclosure and Non-publication.** Plaintiffs and Class Counsel agree that they have not and will not publish the Settlement Agreement, except to Settlement Class members and as shall be contractually required to effectuate the terms of the Settlement Agreement as set forth herein. Class Counsel shall not report the Settlement Agreement in any medium or in any publication, shall not post or report anything regarding the claims of Plaintiffs, the Settlement Class, or the settlement on their website, and shall not contact any reporters or media regarding the settlement. However, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other actions, Class Counsel may disclose the names of the Parties in this Action, the venue/case number of this Action, and a general description of the Action, to a court in a declaration by Class Counsel.

14. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

15. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Defendant: Brittney L. Turner, Ogletree, Deakins, Nash, Smoak & Stewart, P.C., 191191 S. Vermont Avenue, Suite 950, Torrance, CA 90502; brittney.turner@ogletree.com


if to Plaintiff: Paul K. Haines, Haines Law Group, APC, 2155 Campus Drive, Suite 180, El Segundo, CA 90245; phaines@haineslawgroup.com.

16. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

17. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

18. **Enforcement and Continuing Jurisdiction of the Court.** To the extent consistent with class action procedure, this Settlement Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6. The Court shall retain continuing jurisdiction over this Lawsuit and over all Parties and Settlement Class members, to the fullest extent to enforce and effectuate the terms and intent of this Settlement Agreement, and to adjudicate any claimed breaches of this Settlement Agreement. In the event that one more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this settlement or to declare rights and/or obligations under this settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

DATED:  
05/02/2024

Barlow Respiratory Hospital  
  
By: \_\_\_\_\_  
Its: CEO \_\_\_\_\_

DATED:

Laura Lopez  
By: \_\_\_\_\_  
Plaintiff and Settlement Class Representative

DATED:

Winifred Allison  
By: \_\_\_\_\_  
Plaintiff and Settlement Class Representative

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if to Defendant: Brittney L. Turner, Ogletree, Deakins, Nash, Smoak & Stewart, P.C., 191191 S. Vermont Avenue, Suite 950, Torrance, CA 90502; brittney.turner@ogletree.com

if to Plaintiff: Paul K. Haines, Haines Law Group, APC, 2155 Campus Drive, Suite 180, El Segundo, CA 90245; phaines@haineslawgroup.com.

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DATED: Barlow Respiratory Hospital

By: \_\_\_\_\_  
Its: \_\_\_\_\_

DATED: Laura Lopez

04/18/24

By:  \_\_\_\_\_  
Laura Lopez (Apr 18, 2024 17:44 PDT)  
Plaintiff and Settlement Class Representative

DATED: Winifred Allison

By: \_\_\_\_\_  
Plaintiff and Settlement Class Representative

15. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Defendant: Brittney L. Turner, Ogletree, Deakins, Nash, Smoak & Stewart, P.C., 191191 S. Vermont Avenue, Suite 950, Torrance, CA 90502; brittney.turner@ogletree.com

if to Plaintiff: Paul K. Haines, Haines Law Group, APC, 2155 Campus Drive, Suite 180, El Segundo, CA 90245; phaines@haineslawgroup.com.

16. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

17. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

18. **Enforcement and Continuing Jurisdiction of the Court.** To the extent consistent with class action procedure, this Settlement Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6. The Court shall retain continuing jurisdiction over this Lawsuit and over all Parties and Settlement Class members, to the fullest extent to enforce and effectuate the terms and intent of this Settlement Agreement, and to adjudicate any claimed breaches of this Settlement Agreement. In the event that one more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this settlement or to declare rights and/or obligations under this settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

DATED: Barlow Respiratory Hospital

By: \_\_\_\_\_  
Its: \_\_\_\_\_

DATED: Laura Lopez

By: \_\_\_\_\_  
Plaintiff and Settlement Class Representative

DATED: April 23, 2024

Winifred Allison

By:  \_\_\_\_\_  
Plaintiff and Settlement Class Representative

**APPROVED AS TO FORM:**

DATED: May 3, 2024

OGLETREE, DEAKINS, NASH, SMOAK &  
STEWART, P.C.



By: \_\_\_\_\_  
Brittney L. Turner  
Attorneys for Defendant

DATED:

HAINES LAW GROUP, APC

By: \_\_\_\_\_  
Paul K. Haines  
Attorneys for Plaintiffs

DATED:

LAW OFFICES OF SAHAG MAJARIAN II

By: \_\_\_\_\_  
Sahag Majarian  
Attorneys for Plaintiffs

DATED:

LAVI & EBRAHIMIAN, LLP

By: \_\_\_\_\_  
Joseph Lavi  
Vincent C. Granberry  
Attorneys for Plaintiffs

**APPROVED AS TO FORM:**

DATED: OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.

By: \_\_\_\_\_  
Brittney L. Turner  
Attorneys for Defendant

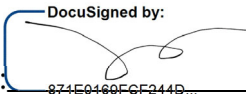
DATED: April 23, 2024 HAINES LAW GROUP, APC

By:  \_\_\_\_\_  
Paul K. Haines  
Attorneys for Plaintiffs

DATED: LAW OFFICES OF SAHAG MAJARIAN II

By: \_\_\_\_\_  
Sahag Majarian  
Attorneys for Plaintiffs

DATED: April 23, 2024 LAVI & EBRAHIMIAN, LLP

By:  \_\_\_\_\_  
Joseph Lavi  
Vincent C. Granberry  
Attorneys for Plaintiffs

