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Superior Court of California,
County of San Diego

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Clerk of the Superior Court
By Mariejo Guyot, Deputy Clerk

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO**

CARLA JONES, on behalf of herself and all
others similarly situated,

Plaintiff,

vs.

SHARP HEALTHCARE., a California
Corporation; SHARP GROSSMONT
HOSPITAL, and DOES 1-100, inclusive,

Defendants.

Case No. 37-2017-00001377-CU-NP-CTL

[E-FILE]

CLASS ACTION

**AMENDED ~~[PROPOSED]~~ ORDER
GRANTING UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Hearing Date: Apr. 21, 2023
Hearing Time: 8:30 a.m.
Judge: Hon. Ronald F. Frazier
Dept: C-65

Complaint Filed: January 27, 2017

~~**PROPOSED**~~ **ORDER**

On April 21, 2023, the Court held a hearing on Plaintiff Carla Jones’s unopposed motion for preliminary approval of the Amended Stipulation and Agreement to Settle Class Action (“Stipulation”) to determine whether to certify a class for settlement purposes, authorize the issuance of notice to class members, and schedule a final settlement hearing. James R. Patterson and Jennifer M. French from Patterson Law Group, APC appeared for Plaintiff and the Class, and Gabe P. Wright from Hahn Loeser & Parks LLP and Teresa C. Chow of Baker & Hostetler LLP appeared for Defendants Sharp HealthCare and Grossmont Hospital Corporation dba Sharp Grossmont Hospital (collectively, “Defendants”). After reviewing the Stipulation (including the Exhibits attached thereto), the unopposed motion for preliminary approval, supporting memorandum of points and authorities and declarations, and the presentations of counsel,

IT IS ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

1. The terms and conditions of the proposed Settlement and the Stipulation¹ between Plaintiff and Defendants appear to be fair, reasonable, and adequate, and the Court finds that the terms are in compliance with the requirements set forth in *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1082. As a result, the Stipulation and the Exhibits are preliminarily approved pending the Final Settlement Hearing. The Stipulation and Exhibits are attached to this Order as Exhibit A.

2. For the purposes of effectuating this proposed Settlement only, the Court certifies the following settlement class (the “Class”):

All persons who underwent a medical procedure in an operating room at the Sharp Grossmont Hospital Women’s Center between July 13, 2012, and June 30, 2013. Specifically excluded from the Class are any individuals who have filed separate lawsuits against Defendants based on the same set of facts, allegations, and claims alleged in this Litigation, including but not limited to, the *Lincoln* Consolidated Actions.

3. The Court appoints, for settlement purposes only, Patterson Law Group, APC and Admire and Associates as Class Counsel.

¹ All capitalized terms have the same meaning in this order as in the Stipulation.

1 4. The Court appoints, for settlement purposes only, Plaintiff Carla Jones as Class
2 Representative.

3 5. The Court finds that (i) the proposed Settlement resulted from arm's-length
4 negotiations, including extensive discussions about the respective strengths and weaknesses of the
5 claims and defenses and mediations with two seasoned and qualified mediators; (ii) the proposed
6 Settlement was concluded only after counsel for the Settling Parties had conducted adequate
7 investigation through extensive written and deposition discovery, the review of a substantial amount
8 of documents and data, and the research of all pertinent legal and factual issues presented in the case;
9 and (iii) the terms of the proposed Settlement as evidenced by the Stipulation are sufficiently fair,
10 reasonable, and adequate in light of the risk, expense, complexity, and likely duration of future
11 litigation to warrant preliminary approval of the Settlement and Stipulation, the sending and publishing
12 of the Notices in the forms attached as Exhibits 1 and 2 and the Claim Form attached as Exhibit 3 to
13 the Stipulation to the Class Members, and holding the Final Settlement Hearing.

14 6. The Final Settlement Hearing shall be held in this Department on September 29, 2023,
15 at 8:30 a.m. to determine final approval of the Settlement, including: (i) whether the Litigation should
16 be finally certified as a class action solely and exclusively for settlement purposes; (ii) whether the
17 proposed Settlement should be given final approval as fair, reasonable, and adequate and in the best
18 interests of each of the Settling Parties and the Class Members; (iii) whether final Judgment should be
19 entered as required by the Stipulation; (iv) whether the Participating Class Members should be bound
20 by the releases set forth in Paragraph 3.5 of the Stipulation; (v) whether the Class Representative
21 Service Award should be made to Plaintiff as set forth in Paragraph 2.1.3(b) of the Stipulation; (vi)
22 whether to award Plaintiff's attorney's fees in an amount not to exceed 37.5% of the Gross Settlement
23 Sum and costs up to \$150,000; and (vii) any other matter that may be relevant to the Settlement. The
24 Final Settlement Hearing is subject to continuation or adjournment by the Court without further notice.

25 7. The Court approves the Notices that are attached as Exhibits 1 and 2 to the Stipulation.

26 8. The Court approves the Claim Form that is attached as Exhibit 3 to the Stipulation.

27 9. The Court approves the appointment of KCC as Settlement Administrator to attend to
28 mailings of the Notices and Claim Form to Class Members and to administer this Settlement pursuant

1 to the Stipulation and this Order under the direction and supervision of the Court. The Court further
2 approves the estimated costs of the Settlement Administrator and orders that these costs be paid from
3 the settlement fund as set forth in the Stipulation.

4 10. The Court approves the Notice procedures outlined in Paragraph 3.2 of the Stipulation
5 and authorizes the Parties and the Settlement Administrator to proceed accordingly to provide the
6 Class with Notice of this Settlement, with these expenses being paid from the settlement fund as set
7 forth in the Stipulation.

8 11. The Court finds that mailing and publication of the Notices as provided for in this Order
9 and the Stipulation meet the requirements of California Code of Civil Procedure section 382 and
10 California Rule of Court 3.769(f), and constitutes the best notice practicable under the circumstances,
11 constitutes due and sufficient notice of the matters set forth therein to all persons entitled to receive
12 notice, and fully and satisfactorily advises potential Class Members of their rights to object to or to
13 exclude themselves from the proposed Settlement.

14 12. Conditioned upon final approval, the Court approves the process for Claims
15 submission, administration, and payment of Claims as set forth in the Stipulation.

16 13. Participating Class Members will have one hundred eighty (180) calendar days from
17 the date of issuance of the check to cash their check under Paragraph 2.1.6(c) of the Stipulation. Any
18 Individual Settlement Amounts remaining uncashed or undeliverable after the distribution procedures
19 set forth above shall be distributed under Code of Civil Procedure section 384, subdivision (b). The
20 Parties have chosen to allocate the balance remaining from the uncashed checks to Southern California
21 Care Community, an organization that operates three free clinics around San Diego County
22 (Escondido, San Diego, and Carlsbad), offering medical and related social services, including
23 the Ministry Center Community Clinic. The Court finds that the mission of this nonprofit organization
24 is consistent with the objectives outlined in Code of Civil Procedure section 394, subdivision (b).

25 14. The Court approves the Opt-Out and Objection procedures outlined in Paragraph 3.3
26 of the Stipulation. Class Members who wish to exclude themselves from the Settlement Class must
27 submit a written request for exclusion to the Settlement Administrator postmarked by the
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1 Objection/Opt-Out Deadline. The Court will also consider objections to the proposed Settlement at
2 the Final Settlement Hearing under the procedures outlined in Paragraph 3.3.4 of the Stipulation.

3 15. Class Representative and Class Counsel shall file all appropriate documents in support
4 of their request for final approval per code.

5 16. In the event that the Stipulation is not substantially approved by the Court, after all
6 reasonable steps to cure have been exhausted as provided in Paragraph 3.6 of the Stipulation, the
7 settlement set forth in the Stipulation is terminated, cancelled, declared void, or fails to become
8 effective in accordance with its terms, the Judgment does not become final, or to the extent cancellation
9 is otherwise provided for in this Stipulation, the Settling Parties shall resume the Litigation at that time
10 as if no Stipulation had been entered as described in Paragraph 3.7.2 of the Stipulation.

11 17. The Court further confirms and finds that nothing contained in the Stipulation, the
12 Preliminary Approval Order, or any other Order entered in this action shall in any way or manner
13 constitute an admission or determination of liability by or against Defendants, or any other Released
14 Parties with respect to any of the claims and causes of action asserted by the Settlement Class or any
15 member thereof, and shall not be offered in evidence in any action or proceeding against Defendants,
16 or any other Released Parties in any court, administrative agency, or other tribunal for any purpose
17 whatsoever, other than to the extent necessary to enforce the provisions of the Settlement Agreement
18 or this Order.

19 ~~18. The Parties are hereby authorized, without needing further approval from the Court, to~~
20 ~~adopt such amendments and/or modifications of the Stipulation as are not materially inconsistent with~~
21 ~~the terms and conditions of the proposed Settlement or this Order and do not limit or impair the rights~~
22 ~~of Class Members under the proposed Settlement.~~

23 19. The Litigation is stayed, and Plaintiff and the Class Members are hereby enjoined from
24 further prosecuting the Litigation, subject to further orders of the Court at the Final Approval Hearing.

25 **IT IS SO ORDERED.**

26 Dated: 5/18/2023



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Hon. Ronald F. Frazier
JUDGE OF THE SUPERIOR COURT

EXHIBIT A

1 James R. Patterson (SBN 211102)
Jennifer M. French (SBN 265422)
2 **PATTERSON LAW GROUP, APC**
1350 Columbia St., Unit 603
3 San Diego, CA 92101
4 T: (619) 756-6990

5 Duane A. Admire (SBN 173699)
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6 12880 Carmel Country Road, Suite D110
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7 T: (619) 319-6658

8 *Counsel for Plaintiff and the Putative Class*

9 Teresa C. Chow (SBN 237694)
Dyanne J. Cho (SBN 306190)
10 **BAKER & HOSTETLER LLP**
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Gabe P. Wright (SBN 208647)
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13 *Counsel for Defendants*

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15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **COUNTY OF SAN DIEGO**
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18 CARLA JONES, on behalf of herself and all
19 others similarly situated,

20 Plaintiffs,

21 vs.

22 SHARP HEALTHCARE., a California
Corporation; SHARP GROSSMONT
23 HOSPITAL, and DOES 1-100, inclusive,

24 Defendants.
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Case No. 37-2017-00001377-CU-NP-CTL

[E-FILE]

CLASS ACTION

**AMENDED STIPULATION AND
AGREEMENT TO SETTLE CLASS ACTION**

Judge: Hon. Ronald F. Frazier
Department: C-65

Complaint Filed: January 12, 2017

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STIPULATION

This Amended Stipulation and Agreement to Settle Class Action (“Stipulation”) is made by and entered between Plaintiff Carla Jones, on behalf of herself and all others similarly situated, and Defendants Sharp HealthCare and Grossmont Hospital Corporation dba Sharp Grossmont Hospital. The Settling Parties¹ hereby agree and stipulate as follows:

I. The Conditional Nature of this Stipulation.

This Stipulation, including all associated exhibits or attachments, is made for the sole purpose of resolving the Litigation between the Settling Parties on a class-wide basis. This Stipulation and the settlement it evidences is made in compromise of disputed claims. The California Rules of Court require that this class-action settlement receive preliminary and final approval from the Court. Accordingly, the Settling Parties enter into this Stipulation and associated settlement on a conditional basis. If the Court does not execute and file the Order Granting Final Approval of Class Settlement, if the Court does not enter the Judgment, or if the Judgment does not become Final, this Stipulation shall be deemed null and void *ab initio*, it shall be of no force or effect whatsoever, it shall not be referred to or used for any purpose whatsoever, the Settling Parties will revert back to their respective positions prior to entering into this Stipulation, and the negotiation, terms, and entry into the Stipulation shall remain subject to the provisions of California Evidence Code sections 1119 and 1152.

Defendants deny all the claims as well as the class allegations asserted in the Litigation. Defendants have agreed to resolve this Litigation via this Stipulation, but to the extent this Stipulation is deemed null and void or does not take effect, Defendants do not waive, but rather expressly reserve, all rights to challenge all such claims and allegations in the Litigation upon all legal, procedural, and factual grounds, including, without limitation, the ability to challenge class treatment on any grounds or to assert any and all defenses or privileges. Plaintiff and her counsel agree that Defendants retain and reserve these rights.

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¹ Capitalized terms and phrases are defined in Paragraph VI 1

1 **II. The Parties to this Stipulation.**

2 This Stipulation (including all associated exhibits and attachments) is made and entered into by
3 and among the following parties (the “Settling Parties”): (i) Plaintiff and Class Representative Carla
4 Jones, on behalf of herself and each of the members of the Class, with the assistance and approval of her
5 counsel of record; and (ii) Defendants Sharp HealthCare and Grossmont Hospital Corporation dba Sharp
6 Grossmont Hospital with the assistance of their counsel of record in the Litigation. The Settling Parties
7 intend the Stipulation to result in a Judgment and to fully, finally, and forever resolve, discharge, and
8 settle the Released Claims upon and subject to the terms and conditions set forth herein.

9 **III. Procedural Posture.**

10 On January 12, 2017, Plaintiff filed a class action complaint and brought eight causes of action
11 on behalf of herself and a putative class for: 1) Breach of Fiduciary Duty; 2) Unlawful Recording of
12 Confidential Information (Pen. Code, §§ 632, 637.2); 3) Negligent Creation of Medical Information
13 (Civ. Code, § 56.101); 4) Negligent Maintenance of Medical Information (Civ. Code, § 56.101); 5)
14 Unlawful Disclosure of Medical Information (Civ. Code, §§ 56, et seq.); 6) Invasion of Privacy –
15 Intrusion Into Private Affairs; 7) Invasion of Privacy (Cal. Const., Art. 1, § 1); and 8) Distribution of
16 Private Sexually Explicit Materials (Action Based on Civ. Code, § 1708.85). On February 22, 2017,
17 Defendants filed an answer to the Complaint, wherein Defendants expressly denied the allegations and
18 claims alleged in the Complaint.

19 On October 12, 2017, Defendants filed a motion for summary judgment or, in the alternative,
20 motion for summary adjudication. (*Jones* ROA 47.) On December 1, 2017, the Honorable Ronald L.
21 Styn granted summary adjudication in favor of Defendants as to the causes of action for Unlawful
22 Recording of Confidential Information, Negligent Creation of Medical Information, Negligent
23 Maintenance of Medical Information, Unlawful Disclosure of Medical Information, and Distribution of
24 Private Sexual Explicit Materials; and denied the motion as to the causes of action for Breach of
25 Fiduciary Duty, Invasion of Privacy – Intrusion into Private Affairs, and Invasion of Privacy (Cal. Const.,
26 Art. I, § 1). (*Jones* ROA 77–79.)

27 On December 7, 2021, the Settling Parties stipulated to extend the five-year rule in the Litigation
28 to January 12, 2023 under Code of Civil Procedure section 583.330. (ROA 716.) On August 1, 2022,

1 the Settling Parties again stipulated to continue the five-year rule in the Litigation to March 12, 2023
2 under Code of Civil Procedure section 583.330, subdivision (a). On December 18, 2023, the Settling
3 Parties again stipulated to continue the five-year rule in the Litigation to June 12, 2023.

4 On March 30, 2022, the Settling Parties attended mediation with Robert J. Kaplan, Esq. (Judicate
5 West) but were unable to resolve the Litigation. Although the Settling Parties were unable to resolve the
6 Litigation during the mediation, they continued to negotiate at arm's-length through Mr. Kaplan. On
7 February 6, 2023, Mr. Kaplan sent the Settling Parties a Mediator's Proposal for resolution of the
8 Litigation, subject to agreement on terms, which the Settling Parties accepted on February 7, 2023. On
9 February 24, 2023, the Settling Parties entered into a Memorandum of Understanding ("MOU") for
10 resolution of the Litigation for a non-reversionary sum of \$10 million. In the MOU, the Settling Parties
11 also agreed to stay the five-year rule as of February 24, 2023 under Code of Civil Procedure section
12 583.330, subdivision (a), pending final resolution of this Settlement.

13 **IV. Defendants' Denial of Wrongdoing or Liability.**

14 Defendants deny all the claims and contentions alleged by the Class Representative on behalf of
15 herself and on behalf of the putative Class Members in the Litigation. In addition, Defendants have
16 considered the uncertainty and risks inherent in any litigation, particularly class action litigation, as well
17 as the difficulties and delays inherent in such litigation. Defendants have, therefore, determined that it is
18 desirable and beneficial to them that the Litigation be settled in the manner and upon the terms and
19 conditions set forth in this Stipulation.

20 **V. Claims of the Class Representative and Benefits of Settlement.**

21 The Class Representative believes that the claims asserted in the Litigation have merit and that
22 evidence developed to date supports the claims. The Class Representative and Class Counsel have also
23 considered the uncertainty and risks inherent in any litigation, particularly class action litigation, as well
24 as the difficulties and delays inherent in such litigation. Given these considerations, the Class
25 Representative and Class Counsel believe that the settlement set forth in the Stipulation confers
26 reasonable benefits and is in the best interests of the Class Representative and the Class based on all
27 known factors and risks.

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1 **VI. Terms of Stipulation and Agreement of Settlement.**

2 The Class Representative, for herself and on behalf of all others similarly situated to her and as
3 defined below, and Defendants, with the assistance of their respective counsel of record, hereby stipulate
4 and agree that, as among the Settling Parties and all Class Members, the Litigation and the Released
5 Claims shall be finally and fully compromised, settled, and released subject to the terms and conditions
6 of the Stipulation and the Judgment.

7 **1. Definitions**

8 As used in all parts of this Stipulation (including the exhibits which are incorporated as part of
9 the Stipulation), the following terms have the meanings specified below:

10 1.1 “Claim” means a request made by a Participating Class Member to receive an
11 Individual Settlement Payment under the procedures stated in Paragraph VI.3.3 below.

12 1.2 “Claim Form” means the form a Participating Class Member must complete and
13 submit to receive an Individual Settlement Payment under the Settlement. The Claim Form must be
14 substantially similar to the form attached hereto as **Exhibit 3**.

15 1.3 “Claim Response Deadline” means the deadline by which Class Members must
16 deliver Claim Forms, request to Opt-Out, or object to the Settlement, which date shall be indicated on
17 the Claim Forms mailed by the Settlement Administrator, and which shall be postmarked no later than
18 ninety (90) calendar days after the Notice Mailing Deadline. In the event the Settlement Administrator
19 must re-mail a Notice Packet to Class Members, those Class Members shall have an additional thirty
20 (30) calendar days to respond to the Settlement; provided, however, that all Claim Forms, requests to
21 Opt-Out, or objections arising from a re-mailed Notice Packet must be postmarked no later than one
22 hundred twenty (120) calendar days from the date of the initial mailing of the Notice Packet.

23 1.4 “Class” or “Class Members” mean all persons who underwent a medical
24 procedure in an operating room at the Sharp Grossmont Hospital Women’s Center between July 13,
25 2012, and June 30, 2013. Specifically excluded from the Class are any individuals who have filed
26 separate lawsuits against Defendants based on the same set of facts, allegations, and claims alleged in
27 this Litigation, including but not limited to, the *Lincoln* Consolidated Actions. Defendants represent that
28 there are approximately 1,427 class members.

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1.5 “Class Counsel” means:

James R. Patterson, State Bar No. 211102
Jennifer M. French, State Bar No. 265422
PATTERSON LAW GROUP, APC
1350 Columbia Street, Suite 603
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duaneadmire@outlook.com

1.6 “Class Member Payout Fund” means the gross amount that Defendants will pay

(subject to the occurrence of the Effective Date) to all Participating Class Members, and is calculated by subtracting all of the following from the Gross Settlement Sum: (1) the maximum total gross amount Defendants will pay to Class Counsel for attorney’s fees in the amount of up to 37.5% of the Gross Settlement Sum and costs of no more than \$150,000, subject to Court approval; (2) the amount Defendants will pay to the Class Representative as a Service Award in the amount of up to \$100,000, subject to Court approval; and (3) the amount Defendants will pay to the Settlement Administrator, which is estimated to be approximately \$150,000. The Class Member Payout Fund is currently estimated to be approximately \$5,850,000 million, but the Settling Parties acknowledge that this figure may change depending on the actual amount of settlement administration fees, attorney’s fees and costs allowed by the Court, and the Service Award allowed by the Court. The Settling Parties agree that any amount of attorney’s fees or costs, administrative costs, and/or Service Award, requested and not approved by the Court shall be distributed to Settlement Class Members. The Class Member Payout Fund is non-reversionary, meaning no amount of the fund shall revert to Defendants.

1.7 “Class Representative” means Plaintiff Carla Jones.

1.8 “Complaint” means the complaint filed on January 12, 2017 in San Diego County Superior Court, Case No. 37-2017-00001377-CU-NP-CTL.

1 1.9 “Court” means the Superior Court of the State of California, for the County of
2 San Diego, the Honorable Ronald Frazier presiding.

3 1.10 “Defendants” means Defendants Sharp Healthcare and Grossmont Hospital
4 Corporation dba Sharp Grossmont Hospital.

5 1.11 “Defendants’ Counsel” means:
6 Gabe P. Wright, State Bar No. 208647
7 Kyle T. Overs, State Bar No. 286158
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10 600 W. Broadway, Suite 1500
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17 Dyanne J. Cho, State Bar No. 306190
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21 Telephone: 310.820.8800
22 Facsimile: 310.820.8859
23 *tchow@bakerlaw.com*
24 *dcho@bakerlaw.com*

25 1.12 “Effective Date” means the later of: (i) sixty (60) calendar days after the date of
26 the Court’s entry of the Order of Final Approval in the event that no timely objections have been filed,
27 or that any timely objections have been withdrawn or overruled by the Court, and no timely motions for
28 reconsideration and/or no appeals or other efforts to obtain review have been filed; or (ii) in the event
that a timely appeal of the Order of Final Approval has been filed, the date that the applicable appellate
court has rendered a final decision or opinion affirming the Order of Final Approval without material
modification and the applicable date for seeking further appellate review has passed, or the date that any
such request for further appellate review has been dismissed or withdrawn by the appellant, such request
for further appellate review has been denied, or the further appellate reviewing court renders a final
decision or opinion affirming the Order of Final Approval without material modification.

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1 1.13 “Final” means that the Court has issued an Order of Final Approval, entered
2 Judgment, and all appeal deadlines have passed with no appeal having been taken or all appeals have
3 been exhausted.

4 1.14 “Final Approval Hearing” means a hearing set by the Court to take place on or
5 about the Final Approval Hearing Date for the purpose of: (i) determining the fairness, adequacy, and
6 reasonableness of the Stipulation and associated Settlement pursuant to class action procedures and
7 requirements; (ii) determining the good faith of the Stipulation and associated Settlement; and (iii)
8 entering Judgment. This Final Approval Hearing is intended to be the settlement hearing or final approval
9 hearing required under California Rules of Court, rule 3.769, subdivision (a).

10 1.15 “Final Approval Hearing Date” is the date that is on or near the date that is thirty
11 (30) calendar days after the Claim Response Deadline, subject to the Court’s availability.

12 1.16 “Final Approval Hearing Motion Date” is the date that is on or near the date that
13 is sixteen (16) court days prior to the Final Approval Hearing.

14 1.17 “Gross Settlement Sum” shall mean the total maximum settlement amount to be
15 paid by Defendants under the Settlement, including attorney’s fees and costs to Class Counsel,
16 Settlement Administration costs, the Class Representative’s Service Award, and distributions to
17 Participating Class Members, which amount is \$10 million. The Gross Settlement Sum is intended to
18 and shall cover all payments and expenses associated with the Settlement (subject to the occurrence of
19 the Effective Date).

20 1.18 “Individual Settlement Payment” shall mean the total gross amount due to an
21 individual Participating Class Member from the Class Member Payout Fund.

22 1.19 “Judgment” means the judgment to be rendered by the Court via this Stipulation,
23 in the form agreed to by the Settling Parties and in conformity with California Rules of Court, rule 3.769.
24 The Judgment shall be a judgment for purposes of California Rules of Court, rule 3.771, subdivision (a),
25 and shall constitute approval pursuant to California Rules of Court, rule 3.769, subdivision (a).

26 1.20 “Last Known Address” means the most recently recorded mailing address for a
27 Class Member, which information is contained in the records maintained by Defendants.

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1 1.21 “Lincoln Consolidated Actions” means the mass tort cases entitled *Lincoln et al*
2 *v Sharp HealthCare, et al*, Case No. 37-2019-00016922-CU-MT-CTL *Ablahad, et al. v. Sharp*
3 *HealthCare, et al*, San Diego County Superior Court Case No. 37-2019-00019406-CU-MT-CTL;
4 *Abramson, et al v Sharp HealthCare, et al.*, San Diego County Superior Court Case No. 37-2019-
5 00018492-CU-MT-CTL; *Aguilar, et al. v Sharp HealthCare, et al.*, San Diego County Superior Court
6 Case No. 37-2019-00020297-CU-MT-CTL; *Allen, et al v Sharp HealthCare et al.*, San Diego County
7 Superior Court Case No. 00017747-CU-MT-CTL; *Dabrymple v. Sharp HealthCare, et al.*, San Diego
8 County Superior Court Case No. 37-2019-00023167-CU-PO-CTL; *Flowers v Sharp HealthCare, et al* ,
9 San Diego County Superior Court Case No. 37-2020-00044762-CU-MT-CTL; *Inzunza v. Sharp*
10 *HealthCare, et al.*, San Diego County Superior Court Case No. 37-2019-00057461-CU-PO-CTL;
11 *Ismaeel, et al. v. Sharp HealthCare, et al* , San Diego County Superior Court Case No. 37-2020-
12 00001780-CU-MT-CTL; *Juarez, et al v. Sharp HealthCare, et al.*, San Diego County Superior Court
13 Case No. 37-2019-00034209-CU-MT-CTL; *Mean v. Sharp HealthCare, et al* , San Diego County
14 Superior Court Case No. 37-2020-00033623-CU-MT-CTL; *Mobole, et al v. Sharp HealthCare, et al.*,
15 San Diego County Superior Court Case No. 37-2019-00025858-CU-MT-CTL; *Recklau v. Sharp*
16 *HealthCare, et al.*, San Diego County Superior Court Case No. 37-2021-00008603-CU-MT-CTL; *Sniff,*
17 *et al v Sharp HealthCare, et al* , San Diego County Superior Court Case No. 37-2019-00022855-CU-
18 MT-CTL; *Usher v. Sharp HealthCare, et al.*, Case No. 37-2018-00017113-CU-PO-CTL; *Veza, et al v.*
19 *Sharp HealthCare, et al* , San Diego County Superior Court Case No. 37-2019-00025576-CU-NP-CTL;
20 and *Wheeler, et al. v. Sharp HealthCare, et al.*, San Diego County Superior Court Case No. 37-2019-
21 00028744-CU-PO-CTL.

22 1.22 “Litigation” shall mean *Carla Jones et al , v. Sharp HealthCare et al.*, San Diego
23 County Superior Court Case No. 37-2017-00001377-CU-NP-CTL.

24 1.23 “Non-Settlement Class Member(s)” consists of or means those Class Members
25 who properly and timely elect to Opt-Out of the Settlement by requesting exclusion from the Settlement
26 under Paragraph VI.3.3.4 of the Stipulation.

27 1.24 “Notice of Proposed Class Action Settlement” or “Class Notice(s)” means a notice
28 titled “Notice of Proposed Class Action Settlement” to be approved by the Court, substantially in the

1 form attached hereto as **Exhibit 1**. The “Notice of Proposed Class Action Settlement” shall constitute
2 the class notice under California Rules of Court, rule 3.769, subdivision (f), and, once approved by the
3 Court, shall be deemed compliant with California Rules of Court, rule 3.766, subdivision (d).

4 1.25 “Notice Deadline” means the deadline for the Settlement Administrator to email,
5 mail, and publish the Class Notices, which shall be no later than fourteen (14) calendar days after the
6 Preliminary Approval Date.

7 1.26 “Notice Packet” means the Class Notice and Claim Forms to be mailed to Class
8 Members under Paragraph VI.3.2.5.

9 1.27 “Opt-Out” or “Opt-Outs” means a written letter, signed by a Class Member
10 indicating they wish to be excluded from the Settlement Class in the manner specified in the Class Notice
11 and postmarked on or before the Claim Response Deadline.

12 1.28 “Order of Final Approval” shall mean the order and judgment agreed to by the
13 Settling Parties and to be entered by the Court and titled “Order Granting Final Approval of Class
14 Settlement” and the Judgment.

15 1.29 “Participating Class Member(s)” or “Settlement Class” or “Settlement Class
16 Members” means all Class Members who do not opt-out of the Settlement.

17 1.30 “Preliminary Approval Date” shall mean the date on which the Court grants
18 preliminary approval of the Settlement.

19 1.31 “Preliminary Approval Order” shall mean an order to be executed and entered by
20 the Court titled “Order Granting Preliminary Approval of the Class Settlement,” in a form agreed to by
21 the Settling Parties. This Preliminary Approval Order shall constitute an order certifying a provisional
22 class for settlement purposes only under California Rules of Court, rule 3.769, subdivision (d), and an
23 order setting a final approval/fairness hearing pursuant to California Rules of Court, rule 3.769,
24 subdivision (e).

25 1.32 “Publication Notice” means a notice titled “Published Notice of Proposed Class
26 Action Settlement” to be approved by the Court, substantially in the form attached hereto as **Exhibit 2**.

27 1.33 “Qualified Settlement Fund” or “QSF” means the account set up by the Settlement
28 Administrator from which all payments under the Settlement shall be made. The QSF shall be an interest-

1 bearing account within the meaning of Section 468B of the Internal Revenue Code of 1986, as amended,
2 and Treas. Reg. Section 1.468B-1, *et seq.*, at a federally insured bank that is mutually acceptable to the
3 Settling Parties and the Settlement Administrator. The Settlement Administrator shall serve as a Trustee
4 of the QSF and shall act as a fiduciary with handling of all tax-related issues, reporting, and payments.
5 The Settlement Administrator shall act in a manner necessary to qualify and maintain the QSF as a
6 Qualified Settlement Fund, and the Settling Parties shall cooperate to ensure such treatment and shall
7 not take a position in any filing or before any tax authority inconsistent with such treatment. The Settling
8 Parties agree that the QSF shall be a non-reversionary fund and that under no circumstance will there be
9 any reversion to Defendants of any of the funds from the QSF or the Gross Settlement Sum.

10 1.34 “Reasonable Address Verification” shall mean the utilization of the National
11 Change of Address Database maintained by the United States Postal Service to review the accuracy of
12 and, if possible, update a mailing address for a Class Member.

13 1.35 “Released Claims” shall mean and include any and all actions, claims, damages,
14 demands, rights, suits, and causes of action of whatever kind or nature whatsoever that the Class
15 Representative and/or any member of the Settlement Class, including their respective predecessors,
16 successors, agents, representatives, executors, administrators, decedents, dependents, heirs,
17 beneficiaries, trustees, attorneys, employees, assignors and assignees ever had, now have or hereafter
18 can, shall, or may have against the Released Parties, including without limitation any and all damages,
19 losses, costs, expenses, penalties, attorneys’ fees and expert fees, and interest, whether known or
20 unknown, suspected or unsuspected, arising out of or relating in any way or manner to the claims, facts,
21 or allegations asserted in the Litigation and ascertained in the course of the Litigation, any claims, facts,
22 or allegations that could have been asserted in the Litigation, or based on or related to the claims, facts,
23 or allegations asserted in, or that could have been asserted in, any of the Class Representative’s
24 complaints or proposed complaints.

25 1.36 “Released Party” or “Released Parties” means Sharp HealthCare and Grossmont
26 Hospital Corporation dba Sharp Grossmont Hospital, and any and all of their respective predecessors,
27 successors, assigns, current and former employees, current and former officers, current and former
28 directors, corporations, companies, affiliates, related entities, partnerships, principals, members,

1 managers, managing agents, agents, attorneys, insurers, reinsurers, past, present and future divisions,
2 shareholders, trusts, trustees, representatives, administrators, fiduciaries, heirs, subrogees, executors,
3 partners, parent, and subsidiary entities and/or privities.

4 1.37 “Service Award” means the amount, which shall not exceed \$100,000, awarded
5 by the Court to the Class Representative in recognition of her services as Class Representative. The
6 Service Award shall be paid from the Gross Settlement Sum pursuant to Paragraph VI.2.1.4(b).

7 1.38 “Settlement” means the Settlement of the Litigation and related claims effectuated
8 by this Stipulation.

9 1.39 “Settlement Administrator” means the third-party settlement administration firm
10 KCC.

11 1.40 “Settlement Website” means the website that shall be created for settlement
12 administration purposes and administered by the Settlement Administrator.

13 1.41 “Skip Tracing” means the utilization of Accurant and/or Experian, after the
14 Reasonable Address Verification, to review the accuracy of and, if possible, to update a Class Member’s
15 mailing address for a Class Member if a Class Member’s Class Notice is returned to the Settlement
16 Administrator as undeliverable.

17 1.42 “Unknown Claims” means any Released Claims that the Class Representative, for
18 herself only, does not know or suspect to exist in her favor at the time of the entry of the Judgment, and
19 which, if known by her, might have affected her settlement with and release of Defendants and Released
20 Parties or might have affected her decision not to object to or to opt-out of this Settlement. With respect
21 to the Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date, the Class
22 Representative, for herself only, shall expressly and shall be deemed to have, and by operation of the
23 Judgment shall have, waived the provisions, rights, and benefits of California Civil Code section 1542
24 with respect to the Released Claims, which provides as follows:

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

28 ///

1 The Class Representative may hereafter discover facts in addition to or different from those that she now
2 knows or believes to be true with respect to the subject matter of the Released Claims, but the Class
3 Representative, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall
4 have, fully, finally, and forever settled and released any and all Released Claims, known or unknown,
5 suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which then
6 exist, or previously have existed upon any theory of law or equity now existing or coming into existence
7 in the future, including, but not limited to, conduct which is negligent, intentional, with or without
8 malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of
9 such different or additional facts. The Class Representative acknowledges that the foregoing waiver was
10 separately bargained for and a key element of the Settlement of which this release is a part.
11 Notwithstanding any other provision of this Stipulation, the Settling Parties recognize that because the
12 only Unknown Claims released by this Stipulation are those Unknown Claims that meet the definition
13 of Released Claims, the release effectuated by this Stipulation shall not extend to Unknown Claims other
14 than those described above. This California Civil Code section 1542 waiver does not apply to the Class
15 Members and only applies to the named Class Representative.

16 1.43 “Updated Address” means a mailing address that was updated via a Reasonable
17 Address Verification, via an updated mailing address provided by the United States Postal Service or a
18 Class Member, via Accurint and/or Experian Skip Tracing, or via a locator service.

19 **2. The Settlement.**

20 2.1 *Settlement Amount, Timing of Payments, and Other Obligations of Defendants*
21 *and the Settlement Administrator.*

22 2.1.1 The total Gross Settlement Sum shall be \$10 million.

23 2.1.2 Defendants shall fund the Gross Settlement Sum no later than fourteen
24 (14) calendar days after the Effective Date. All distributions required from the Gross Settlement Sum
25 are to be paid not later than thirty (30) calendar days after the Effective Date by the Settlement
26 Administrator as further detailed below.

27 2.1.3 The Settlement Administrator will administer the settlement by
28 distributing the Class Notice and Claim Form, performing skip traces, receiving Opt-Outs, providing the

1 Settling Parties' Counsel with weekly updates on the status of claims submitted, re-mailing of Class
2 Notices, and the status of Opt-Outs (including Class Member names); handling inquiries about the
3 calculation of the Individual Settlement Payments; and providing reports and/or declarations required by
4 the Court and/or the Settling Parties. The actions of the Settlement Administrator shall be governed by
5 the terms of this Stipulation. The Settling Parties, through their counsel, may provide written information
6 needed by the Settlement Administrator under the Stipulation.

7 2.1.4 Defendants, through the Settlement Administrator, shall pay no later than
8 ten (10) calendar days after the receipt of the funds by the Settlement Administrator from Defendants:
9 (1) the amount of attorney's fees and litigation costs approved by the Court to Class Counsel as described
10 in subsection (a) below; (2) the Class Representative's Service Award approved by the Court as set forth
11 in subsection (b) below; and (3) the Settlement Administrator fees and costs as set forth in subsection
12 (c) below.

13 (a) Attorney's Fees and Litigation Costs: Class Counsel shall submit
14 their Motion for Attorney's Fees and Costs to the Court before the Final Approval Hearing. Class
15 Counsel will seek attorney's fees in the amount of up to 37.5% of the Gross Settlement Sum and costs
16 of no more than \$150,000, and Defendants agree not to oppose the motion. Class Counsel may elect to
17 have the Court approved Attorney's Fees and Costs paid in periodic payments through a structured
18 settlement entered into prior to payment of any such fees and costs to Class Counsel. The Settlement
19 Administrator, as trustee of the Qualified Settlement Fund, is authorized to execute all documents
20 necessary to effectuate a structured settlement. Class Counsel shall be solely and legally responsible for
21 paying all applicable taxes on the payment made under this Paragraph VI.2.1.4(a). The Settlement
22 Administrator will provide a Form 1099 - MISC, Box 14 for the Qualified Settlement Fund for any
23 Attorney's Fees and Costs directed to the Qualified Settlement Fund.

24 (b) Class Representative's Service Award: Subject to Court approval,
25 the Class Representative shall receive a Service Award of \$100,000. Defendants agree not to oppose the
26 requested amount of the Class Representative's Service Award. The Class Representative agrees to be
27 bound by the Court's decision as to the amount of the enhancement award regardless of the amount.
28

1 Settlement Administrator will report the Service Award on a Form 1099, which it will provide to the
2 Class Representative and to the applicable taxing authorities.

3 (c) Settlement Administration Costs: Subject to Court approval, the
4 Settlement Administrator shall be paid an amount which is estimated to be approximately \$150,000 for
5 all fees and costs relating to the administration of this settlement, including but not limited to all the
6 duties set forth in Paragraph VI.2.1.3, all tax document preparation, custodial fees, and accounting fees,
7 all costs and fees associated with preparing, issuing, mailing any and all Class Notices, all costs and fees
8 associated with computing, reviewing, and paying distributions from the Gross Settlement Sum, all costs
9 and fees associated with preparing any tax returns and any other filings required by any governmental
10 taxing authority or agency, all costs and fees associated with preparing any other notices, reports, or
11 filings to be prepared in the course of administering disbursements from the Gross Settlement Sum, all
12 costs and fees associated with creating and maintaining the Settlement Website, and any other costs and
13 fees incurred and/or charged by the Settlement Administrator in connection with the execution of its
14 duties under this Stipulation, including as trustee of the QSF. In the event that the Settlement
15 Administrator's fees exceed the estimate set forth in this Paragraph VI.2.1.4(c), Class Counsel shall
16 notify the Court and apply for the additional necessary fees to be paid from the Gross Settlement Sum.

17 2.1.5 No later than thirty (30) calendar days after the Effective Date,
18 Defendants, through the Settlement Administrator, and according to the terms, conditions, and
19 procedures set forth in Paragraph VI.2.1.4 of this Stipulation, shall pay to each Participating Class
20 Member their Individual Settlement Payment. No opinion concerning the tax consequences of the
21 Stipulation, Judgment, Service Award, or Individual Settlement Payment to the Class Representative
22 and any Participating Class Member is given or will be given by Defendants or Defendants' Counsel.
23 Neither Defendants nor Defendants' Counsel are providing any representation or guarantee concerning
24 the tax consequences of the Stipulation, Judgment, Service Award to the Class Representative, or
25 Individual Settlement Payment to any Participating Class Member. Class Representative and each
26 Participating Class Member is responsible for their tax reporting and other obligations, if any.
27 Defendants, Released Parties, and Defendants' Counsel are in no way liable or responsible for any taxes
28 Class Counsel, the Class Representative, Participating Class Members, or others may be required or

1 obligated to pay as a result of the receipt of settlement benefits or payments under this Stipulation.

2 2.1.6 The Settlement Administrator shall compute the Individual Settlement
3 Amount for the Participating Class Members as follows:

4 (a) The Individual Settlement Payments will be calculated by dividing
5 the Class Member Payout Fund by the number of Participating Class Members.

6 (b) The Settling Parties agree that the above-described formula and
7 distribution method is reasonable and fair considering the Settling Parties' investigation of the claims of
8 the Class and the relative degree of uncertainty, risk of outcome of further litigation, and difficulties and
9 delays inherent in such litigation of these claims.

10 (c) Participating Class Members will have one hundred eighty (180)
11 calendar days from the date of issuance of the check to cash their check. If any Individual Settlement
12 Payments are returned by the United States Post Office, the Settlement Administrator shall re-send to
13 the forwarding address, if any, or attempt to locate an updated address through Skip Tracing. The
14 Settlement Administrator shall send a reminder notice to any Participating Class Members that have not
15 cashed their checks sixty (60) days prior to the deadline. Any Individual Settlement Payments remaining
16 uncashed or undeliverable after the distribution procedures set forth above shall be distributed as
17 provided by the Court under Code of Civil Procedure section 384, subdivision (b). The Settling Parties
18 have chosen to allocate the balance remaining from the uncashed checks to Southern California Care
19 Community, an organization that operates three free clinics around San Diego County (Escondido, San
20 Diego, and Carlsbad), offering medical and related social services, including the Ministry Center
21 Community Clinic. The Settlement Administrator shall distribute the remaining uncashed or
22 undeliverable funds to Southern California Care Community recipient within thirty (30) calendar days
23 after the expiration of the one hundred eighty (180) calendar day period for Participating Class Members
24 to cash their checks. The Settlement Administrator shall distribute the remaining uncashed or
25 undeliverable funds to the cy pres recipient within thirty (30) calendar days after the expiration of the
26 one hundred eighty (180) calendar day period for Participating Class Members to cash their checks.

1 **3. Procedure for Approval and Implementation of Settlement.**

2 3.1 *Preliminary Approval.*

3 3.1.1 Plaintiff, through her counsel of record, shall promptly file an unopposed
4 motion requesting that the Court enter the Preliminary Approval Order:

5 (a) Preliminarily approving the proposed Settlement and this
6 Stipulation, which shall be attached as an exhibit to the motion, and preliminarily certifying the
7 Settlement Class for Settlement purposes only;

8 (b) Preliminarily approving the appointment of Plaintiff as the Class
9 Representative for Settlement purposes only;

10 (c) Preliminarily approving the appointment of Class Counsel for
11 Settlement purposes only;

12 (d) Appointing and approving KCC as Settlement Administrator, or
13 such other administrator as chosen by the Settling Parties and approved by the Court, to administer the
14 claims and settlement payment procedures required by this Stipulation;

15 (e) Approving the form of the Class Notice, Publication Notice, and
16 Claim Form, attached hereto as Exhibits 1 through 3, and requiring that they be sent and provided to
17 Class Members;

18 (f) Approving mailing of the Class Notice and publication of the
19 Publication Notice;

20 (g) Scheduling the Final Approval Hearing for consideration of class
21 certification for Settlement purposes and final approval of this Stipulation;

22 (h) Approving the procedure for Class Members to submit Opt-Outs
23 as set forth in this Settlement; and

24 (i) Establishing a procedure for Class Members to object to the
25 settlement.

26 3.1.2 Failure of the Court to enter the Preliminary Approval Order in its entirety
27 or in a substantially similar form will be grounds for Defendants to terminate the Settlement and the
28 terms of this Stipulation under Paragraph VI.3.6; however, under Paragraph VI.3.6, the Settling Parties

1 are to take all reasonable steps to cure any non-material deficiencies to avoid any termination of the
2 Settlement.

3 3.2 *Notice to Class Members.*

4 3.2.1 Defendants shall prepare a list, in an electronically usable format, for the
5 Settlement Administrator containing for each Class Member the following information: the first, last and
6 middle name, Last Known Address, and last known email address, if any. By approving this Stipulation
7 and the Settlement, the Court will be deemed to have authorized Defendants to provide the Settlement
8 Administrator with this information. Defendants shall provide this list to the Settlement Administrator
9 within seven (7) calendar days following the Preliminary Approval Date.

10 3.2.2 Settlement Website. The Settlement Administrator will post the Class
11 Notice on an Internet website specifically created for the Settlement of this Litigation. The Settlement
12 Website will also contain the Claim Form, Complaint, Stipulation and Agreement to Settle Class Action,
13 and Preliminary Approval Order. Within seven (7) court days from the filing of Class Counsel's
14 unopposed motion for attorney's fees and costs, the Settlement Administrator shall upload the fees and
15 costs motion to the Settlement Website. The Settlement Website shall be operative within fourteen (14)
16 calendar days after entry of the Preliminary Approval Order. The Settlement Website shall remain active
17 at least until the Effective Date.

18 3.2.3 Email Notice. No later than fourteen (14) calendar days after entry of the
19 Preliminary Approval Order, the Settlement Administrator will email the Class Notice and Claim Form
20 to all Class Members for whom Defendants have provided an email address. The Email Notice will also
21 provide the web address of the Settlement Website and an email and mailing address at which the
22 Settlement Administrator can be contacted. The Settlement Administrator shall send a reminder notice
23 twenty (20) calendar days before the Claim Response Deadline to any Class Member that has not
24 submitted a claim.

25 3.2.4 Publication Notice. No later than fourteen (14) calendar days after entry
26 of the Preliminary Approval Order, Plaintiff shall cause the San Diego Union Tribune to publish the
27 Publication Notice. The costs of publication will be included in Plaintiff's request for attorney's fees and
28 litigation costs.

1 3.2.5 Mail Notice. No later than fourteen (14) calendar days after entry of the
2 Preliminary Approval Order, the Settlement Administrator will facilitate the mailing of the Notice Packet
3 to all Class Members. The Notice Packet shall be mailed via first class mail through the United States
4 Postal Service, postage pre-paid. Each Notice Packet shall include a postage prepaid return envelope.
5 The envelope shall bear the following phrase in the bottom left-hand corner: "IMPORTANT—CLASS
6 ACTION SETTLEMENT INFORMATION. PLEASE OPEN IMMEDIATELY." The Notice Packet
7 will not contain any other materials. The Notice Packet and the envelope or covering shall be marked to
8 denote the return address of the Settlement Administrator. The Settlement Administrator shall mail a
9 reminder notice twenty (20) days before the Claim Response Deadline to any Class Member that has not
10 submitted a claim.

11 (a) For the Class Representative, the Settlement Administrator shall
12 mail the Notice Packet to the Class Representative in care of Class Counsel at Patterson Law Group's
13 address as set forth in Paragraph VI.1.5.

14 (b) Prior to mailing of the Notice Packet to the Class Members, the
15 Settlement Administrator shall conduct a Reasonable Address Verification on all Class Members.

16 (c) If a Class Member is known to be deceased, the Notice Packet for
17 that deceased Class Member shall be mailed to the Last Known Address (or Updated Address, if
18 applicable) of the legal representative of the deceased Class Member's estate, to the extent known.

19 (d) Unless the Settlement Administrator receives a Notice Packet
20 returned from the United States Postal Service for reasons discussed in this paragraph before the Claim
21 Response Deadline, that Notice Packet shall be deemed mailed and received by the Class Member to
22 whom it was sent five (5) calendar days after mailing. In the event that Notice Packet is returned to the
23 Settlement Administrator by the United States Postal Service because the address of the recipient is no
24 longer valid, *i e.*, the envelope is marked "Return to Sender," after the first mailing of a Notice Packet
25 and before the Claim Response Deadline, the Settlement Administrator shall undertake SkipTracing on
26 the Class Member in an attempt to ascertain the current address of the particular Class Member in
27 question and, if such an address is ascertained, the Settlement Administrator will re-send the Notice
28 Packet within three (3) business days of receipt of the returned Notice Packet.

1 If the Notice Packet is returned to the Settlement Administrator by the United States Postal
2 Service with a forwarding address for the recipient Class Member after the first mailing of the Notice
3 Packet and before the Claim Response Deadline, the Settlement Administrator shall re-mail the Notice
4 Packet to that forwarding address within three (3) business days of receipt of the returned Notice Packet.

5 If a Notice Packet is re-sent pursuant to this subparagraph (d), the Notice Packet shall be deemed
6 received once it is mailed for the second time.

7 If the Notice Packet is returned to the Settlement Administrator by the United States Postal
8 Service because the address of the recipient is no longer valid, *i.e.*, the envelope is marked "Return to
9 Sender," after the first mailing of a Notice Packet and on or after the Claim Response Deadline, the
10 Settlement Administrator shall not be required to take further action with respect to that Class Member.

11 (e) If the Settlement Administrator does not receive notice from the
12 United States Postal Service that a particular Notice Packet was undeliverable, or should be sent to a
13 forwarding address, at least ten (10) calendar days prior to the deadline for the Settlement Administrator
14 to provide the Declaration of Compliance under Paragraph VI.3.2.6 below, the notice procedures in this
15 paragraph will be deemed to have been complied with as to that Notice Packet and no further action shall
16 be taken by the Settlement Administrator with regard to that Class Member. In the event the Settlement
17 Administrator must re-mail any Notice Packet under the provisions of this Paragraph due to any Notice
18 Packet being returned for an invalid address, the Claim Response Deadline shall be extended for those
19 corresponding Class Members by thirty (30) calendar days but in no event more than one hundred twenty
20 (120) calendar days from the date of the initial mailing of the Notice Packet. The Settlement
21 Administrator shall include a cover letter with any re-mailed Notice Packet informing the Class Member
22 of the re-mailing of the Notice Packet and that they have thirty (30) calendar days from the date of the
23 re-mailing (which shall be the date the re-mailing of the Notice Packet is postmarked) to postmark any
24 response allowed by the Stipulation and Class Notice, even if postmarked after the original Claim
25 Response Deadline. Compliance with the procedures described in this subparagraph (e) shall constitute
26 due and sufficient notice to Class Members of this proposed Settlement and of the Final Approval
27 Hearing and shall satisfy the requirements of due process. Nothing else shall be required of or done by
28

1 the Settling Parties, Settling Parties' Counsel, or the Settlement Administrator to provide notice of the
2 proposed Settlement and the Final Approval Hearing.

3 For those Class Members for whom Defendants have both a valid email and mailing address, the
4 Settlement Administrator shall send the Notice Packet by both email and mail to these Class Members.

5 3.2.6 No later than ten (10) calendar days after the Claim Response Deadline,
6 the Settlement Administrator shall provide Class Counsel and Defendants' Counsel with a Declaration
7 of Compliance attesting to completion of the notice process, including any attempts to obtain Updated
8 Addresses for, and the re-sending of, any returned Notice Packets, including the steps set forth in
9 Paragraph VI.3.2.5, which shall be filed with the Court by Class Counsel in support of the unopposed
10 Motion for Final Approval.

11 3.3 *Responses to the Notice of Proposed Class Action Settlement*

12 3.3.1 Submission of Claim Form. Class Members who receive Class Notice
13 must complete valid and sufficient Claim Forms on or before the Claim Response Deadline to receive
14 an Individual Settlement Payment. Any Class Member who receives Class Notice and who fails to submit
15 a timely and complete Claim Form will not receive an Individual Settlement Payment. The Claim Form
16 may be submitted electronically or by postal mail. The delivery date is deemed to be the date (i) the
17 Claim Form is deposited in the U.S. Mail as evidenced by the postmark, in the case of submission by
18 U.S. mail, or (ii) in the case of electronic submission through the Settlement Website or by email, the
19 date the Settlement Administrator receives the Claim Form, as evidenced by the transmission receipt.
20 The failure of a Class Member to submit a valid and complete Claim Form shall not affect that Class
21 Member's release of the Released Parties for all Released Claims.

22 3.3.2 Disputed Claims. If the Settling Parties dispute a Claim Form's timeliness,
23 sufficiency, or validity, the Settling Parties must meet and confer in good faith to resolve the dispute. If
24 the Settling Parties are unable to reach a resolution on a Claim Form's timeliness, sufficiency, or validity,
25 the issue will be submitted to the Court for resolution during the Final Approval Hearing.

26 3.3.3 Participation at Class Members' Own Expense. A Class Member who
27 exercises their option to enter an appearance in this Litigation through counsel under California Rules
28 of Court, rule 3.766, subdivision (d)(5) shall do so at their own expense by obtaining their own

1 attorney(s). Class Members who choose this option will be responsible for any attorney's fees or costs
2 incurred as a result of this election. The Class Notice will advise Class Members of this option.

3 3.3.4 Objections to Settlement. Class Members may also object to the
4 Settlement by submitting written objections to Class Counsel and Defendants' Counsel no later than the
5 Claim Response Deadline. The written objection must be signed by the Class Member or his/her attorney
6 if represented by counsel and dated, and additionally state the Class Member's name, the Litigation case
7 name and number, and the basis for the objection. The Class Member's written objection must be
8 postmarked on or before the Claim Response Deadline. A Class Member who objects to the Settlement
9 must be a Member of the Settlement Class and may not submit an Opt-Out under Paragraph VI.3.3.5
10 below. If any objecting Class Member wishes to speak at the Final Approval Hearing, that Class
11 Member's written objection should include a request to speak at the Final Approval Hearing. Class
12 Counsel shall file a single packet of all objections with the Court with the Motion for Final Approval.
13 The Settling Parties will request that the Court determine whether Class Members who submit timely
14 objections will be permitted to speak. The Class Notice will advise Class Members of this option. Even
15 if a Class Member does not submit a written objection, the Class Member may still present oral
16 objections to the Court at the Final Approval Hearing. Absent good cause found by the Court, any
17 Participating Class Member who fails to make a timely written or oral objection in the time and manner
18 specified above shall be deemed to have waived any objections and shall be foreclosed from making any
19 objection (whether by objection, appeal, or otherwise) to the Settlement and this Stipulation.

20 3.3.5 Opting-Out of Settlement. Class Members may elect to opt-out of the
21 Settlement and, thus, exclude themselves from the entire Litigation and the Settlement Class. Class
22 Members who wish to exercise this option must send to the Settlement Administrator a signed Opt-Out
23 containing the Class Member's name, address, and date of birth (mm/dd/yyyy) and stating as follows: "I
24 wish to be excluded from the *Jones v. Sharp Healthcare et al.* Class Action Settlement." The Opt-Out
25 must be postmarked on or before the Claim Response Deadline. If a proper Opt-Out is not received by
26 the Settlement Administrator from a Class Member on or before the Claim Response Deadline, then that
27 Class Member will be deemed to have forever waived his or her right to opt out of the Settlement Class.
28 The Class Notice will advise Class Members of the option to Opt-Out of the Settlement and will contain

1 instructions on how to do so in accordance with this Paragraph VI.3.3.5. Class Members who do not
2 properly request exclusion from the Settlement by submitting valid and timely Opt-Outs shall be deemed
3 Members of the Settlement Class and shall be bound by the Judgment. Class Members who do properly
4 request exclusion from the Settlement by submitting valid and timely Opt-Outs shall have no further role
5 in the Litigation, and for all purposes shall be regarded as if they never were parties to this Litigation,
6 and, thus, they shall not be entitled to any benefits because of the Litigation, this Stipulation, or the
7 Settlement.

8 3.3.6 In the event that any Class Member timely submits a Claim Form or Opt-
9 Out, but it is deficient, as soon as possible, but not later than five (5) business days of the Settlement
10 Administrator's receipt of such Claim Form or Opt-Out, the Settlement Administrator shall send by first
11 class, postage pre-paid, United States mail a notice to such Class Member informing her of the deficiency
12 and that he or she has fourteen (14) calendar days from the date of the notice of the deficiency (which
13 shall be the date the notice is mailed) to cure the deficiency and postmark and mail the Claim Form or
14 Opt-Out even if postmarked after the Claim Response Deadline. The Settlement Administrator shall also
15 copy Class Counsel and Defendants' Counsel with any such notices of deficiency.

16 3.3.7 The Settling Parties agree that the Claim Response Deadline shall not be
17 extended, and no untimely submissions will be honored, under any circumstances, unless mutually
18 agreed upon by the Settling Parties and/or except to the extent permitted under Paragraphs VI.3.2.5 and
19 VI.3.3.6. Notwithstanding the foregoing, a Class Member will be allowed to extend the Claim Response
20 Deadline for themselves if, and only if, they can make a showing of legal incapacity during the period of
21 time between the Notice Mailing Deadline and the Claim Response Deadline.

22 3.4 *Post-Claim Response Deadline Period Events and Final Approval Hearing.*

23 3.4.1 Within seven (7) calendar days after the Claim Response Deadline, the
24 Settlement Administrator shall calculate the Individual Settlement Payment to be paid to each
25 Participating Class Member and prepare a final statement of settlement sum for each Participating Class
26 Member.

27 3.4.2 On the date set forth in the Preliminary Approval Order and Class Notice,
28 a Final Approval Hearing shall be held before the Court to: (1) review this Stipulation and determine

1 whether the Court should give it final approval; (2) consider any timely objections; (3) rule upon any
2 disputed Claim Forms submitted by the Settling Parties; and (4) consider Class Counsel's application
3 for an award of attorney's fees, reimbursement for costs and expenses, and the Class Representative's
4 Service Award. At the Final Approval Hearing, the Class Representative, through Class Counsel, shall
5 ask the Court to give final approval to this Stipulation and shall submit to the Court a proposed Order
6 Determining Good Faith and Granting Final Approval of Settlement and a proposed Judgment to be
7 entered in the Litigation. The Settling Parties shall make all reasonable efforts to secure entry of the
8 Order Determining Good Faith and Granting Final Approval of Settlement and the Judgment. As set
9 forth in Paragraph VI.3.6, if the Court rejects the Stipulation, fails to enter the Order Determining Good
10 Faith and Granting Final Approval of Settlement, or if the Court fails to enter the Judgment, this
11 Stipulation shall be null and void, and Defendants shall have no obligation to make any payments under
12 the Stipulation; however, the Settling Parties and their counsel agree to make all reasonable efforts to fix
13 any non-material deficiencies the Court cites for its denial of approval.

14 3.5 *Releases.*

15 3.5.1 Upon the Effective Date, each of the Participating Class Members,
16 regardless of whether they have submitted a timely Claim Form or received an Individual Settlement
17 Payment, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever
18 released, relinquished, and discharged all Released Claims, as defined in Paragraph VI.1.1.35, and the
19 Class Representative shall be deemed to have, and by operation of the Judgment shall have, fully, finally,
20 and forever released, relinquished, and discharged all Released Claims and Unknown Claims, as defined
21 in Paragraphs VI.1.36 and VI.1.42, respectively.

22 3.6 *Termination of Settlement; Reasonable Steps to Cure*

23 3.6.1 If the Settlement set forth in this Stipulation is not approved in its entirety
24 by the Court, or in the event that the Effective Date does not occur, either Settling Party shall have the
25 option to void the Settlement, and in such case, no payments shall be made by Defendants to anyone in
26 accordance with the terms of this Stipulation aside from incurred administration costs, and this
27 Stipulation shall be deemed null and void with no effect on the Litigation whatsoever. Notwithstanding
28 this provision, the Settling Parties agree to take all reasonable steps to cure any non-material deficiencies

1 cited by the Court as reason for non-approval of any matter(s) filed with the Court for approval; however,
2 under no circumstances shall Defendants pay more than the Gross Settlement Sum of \$10 million. If the
3 Court changes the dates or deadlines of hearings provided for in this Stipulation by fewer than six (6)
4 months, such change(s) shall not be deemed a substantial change necessitating termination of the
5 Settlement, provided that the Settling Parties agree to move other dates and deadlines in the Stipulation
6 accordingly.

7 3.6.2 If more than two percent (2%) of the Class Members opt-out of the
8 settlement by submitting valid and timely Opt-Outs by the Claim Response Deadline, Defendants shall
9 have the right to do either of the following, in their sole discretion: (1) withdraw from the Settlement
10 entirely, or (2) renegotiate the \$10 million Gross Settlement Sum to a lower amount; however,
11 Defendants must notify Class Counsel of their intention to exercise either option within forty-five (45)
12 calendar days after the expiration of the Claim Response Deadline. If Defendants exercise their right to
13 withdraw from the Settlement under this paragraph, Defendants shall remain liable for all incurred
14 administration costs. The Settlement and this Stipulation shall otherwise be null and void *ab initio*, and
15 the Settling Parties shall be restored to their respective positions as if the Settlement and Stipulation had
16 never existed.

17 3.6.3 If the Court does not grant preliminary or final approval of the Settlement,
18 the five-year rule under Code of Civil Procedure section 583.330 will be extended six (6) months from
19 the date of the Court's order denying preliminary approval, final approval, or remittitur on any appeal
20 related to this Settlement, whichever is later.

21 3.7 *Miscellaneous Provisions.*

22 3.7.1 No person shall have any claim against Class Counsel, the Settlement
23 Administrator, Defendants' Counsel, or any of the Released Parties based on the payments made or other
24 actions taken substantially in accordance with this Stipulation and the Settlement contained herein or
25 further orders of the Court.

26 3.7.2 If the Stipulation is not substantially approved by the Court, after all
27 reasonable steps to cure have been exhausted, the Settlement set forth in the Stipulation is terminated,
28 cancelled, declared void, or fails to become effective in accordance with its terms, the Judgment does

1 not become final, or to the extent cancellation is otherwise provided for in this Stipulation, the Settling
2 Parties shall resume the Litigation at that time as if no Stipulation had been entered into. In such event,
3 the terms and provisions of the Stipulation shall have no further force and effect with respect to the
4 Settling Parties and shall not be used in this Litigation or in any other proceeding for any purpose, and
5 any judgment or order entered by the Court in accordance with the terms of the Stipulation shall be
6 deemed vacated. Notwithstanding any other provision of this Stipulation, if the Court declines to award
7 attorney's fees to Class Counsel or the Service Award to the Class Representative in the full amounts
8 provided for in this Stipulation, it shall not constitute grounds for cancellation or termination of the
9 Stipulation or grounds for limiting any other provision of the Judgment. If any of Class Counsel's fees
10 and costs or the Class Representative's Service Award are reduced by the Court, the balance of the funds
11 (*i.e.* the difference between the amount requested and the reduced amount awarded) will revert to the
12 Class Member Payout Fund. It is agreed that no order of the Court, including any order concerning
13 attorney's fees, may alter or otherwise increase the Gross Settlement Sum.

14 3.7.3 The Settling Parties: (1) acknowledge that it is their intent to consummate
15 this Stipulation; (2) agree to cooperate to effectuate and implement all terms and conditions of the
16 Stipulation and to exercise their best efforts to accomplish the foregoing terms and conditions of the
17 Stipulation; (3) agree to seek and to attempt to obtain Court approval for the Stipulation; (4) agree to
18 reasonably work together to seek and attempt to obtain Court approval for the Stipulation and final
19 approval should the Court deny final approval upon the first presentation; and (5) agree that neither the
20 Settling Parties nor their counsel will make any statements to the media or the public (including blogs)
21 regarding this Settlement or the Litigation.

22 3.7.4 Unless otherwise ordered by the Court, in the event the Stipulation is
23 terminated, cancelled, declared void, or fails to become effective in accordance with its terms, the
24 Settling Party receiving notice shall notify the other Settling Party of this event in writing within forty-
25 five (45) calendardays of such event.

26 3.7.5 Class Counsel is responsible for destruction of all confidential documents
27 and materials in accordance with Paragraph 4 and 14 of the Stipulated Protective Order entered on June
28 15, 2017 in the Litigation. Specifically, and in compliance with Paragraph 14 of the Stipulated Protective

1 Order, both Class Counsel law firms must provide written certification to Defendants' Counsel within
2 fourteen (14) calendar days of the Effective Date that (1) identifies (by category, where appropriate) all
3 confidential documents and materials that were destroyed and (2) affirms that Class Counsel has not
4 retained any copies, abstracts, compilations, summaries, or any other format reproducing or capturing
5 any of the destroyed materials. Notwithstanding this provision, Counsel are entitled to retain an archival
6 copy of all pleadings; motion papers; trial, deposition, and hearing transcripts; legal memoranda;
7 correspondence; deposition and trial exhibits; expert and attorney work product; and consultant and
8 expert work product that contains no Patient Information, as defined by HIPAA, unless the patient has
9 agreed in writing for Counsel to retain such Patient Health Information. To the extent that no such
10 certification is provided to Defendants' Counsel, any Class Counsel law firm that failed to provide such
11 certification shall defend and indemnify Defendants in any action brought by any third party relating to
12 or arising from any failure by Class Counsel to destroy such confidential documents or materials.

13 3.7.6 As part of this Settlement, Settlement Class Members and Defendants
14 agree that any video recorded during any Settlement Class Member's procedure shall be deemed to not
15 be part of such Settlement Class Member's medical record. Any Participating Settlement Class
16 Member's video (if any) will be destroyed by Defendants within sixty (60) calendar days of the Effective
17 Date. Defendants will continue to retain any Non-Settlement Class Member's video (if any). Further,
18 due to the way the videos were recorded, in the event that a Participating Settlement Class Member's
19 video also contains video of a Non-Settlement Class Member, said video will be preserved by Defendants
20 due to the fact that it contains footage of a Non-Settlement Class Member. The Class Notice shall advise
21 all Class Members of the provisions of this paragraph VI.3.7.6.

22 3.7.7 Whenever this Stipulation requires or contemplates that one Settling Party
23 shall or may give notice to the other Settling Party, notice shall be provided in writing by first class U.S.
24 Mail and e-mail to:

25 James R. Patterson, State Bar No. 211102
26 Jennifer M. French, State Bar No. 265422
27 PATTERSON LAW GROUP, APC
28 1350 Columbia Street, Suite 603
 San Diego, CA 92101
 Telephone: (619) 756-6990
 Facsimile: (619) 756-6991

1 jim@pattersonlawgroup.com
2 jenn@pattersonlawgroup.com

3 Duane A. Admire, State Bar No. 173699
4 ADMIRE & ASSOCIATES
5 12880 Carmel Country Road, Suite D110
6 San Diego, CA 92130
7 Telephone: (619) 319-6658
8 duaneadmire@outlook.com

9 *Counsel for Plaintiff*

10 Gabe P. Wright, State Bar No. 208647
11 Kyle T. Overs, State Bar No. 286158
12 HAHN LOESER & PARKS LLP
13 One America Plaza
14 600 W. Broadway, Suite 1500
15 San Diego, CA 92101
16 Telephone: 619.810.4300
17 Facsimile: 619.810.4301
18 gwright@hahnlaw.com
19 kovers@hahnlaw.com

20 Teresa C. Chow, State Bar No. 237694
21 Dyanne J. Cho, State Bar No. 306190
22 BAKER & HOSTETLER LLP
23 11601 Wilshire Boulevard, Suite 1400
24 Los Angeles, CA 90025-0509
25 Telephone: 310.820.8800
26 Facsimile: 310.820.8859
27 tchow@bakerlaw.com
28 dcho@bakerlaw.com

Counsel for Defendants

19 3.7.8 The Stipulation compromises claims that were contested and the subject
20 of a good faith dispute, and it shall not be deemed an admission by any of the Settling Parties as to the
21 merits of any claim or defense. The Settling Parties agree that the amounts paid in settlement of the
22 Litigation and the other terms of the Settlement were negotiated at arm's length and in good faith with
23 sufficient information by the Settling Parties and reflect a settlement that was reached voluntarily after
24 consultation with competent legal counsel.

25 3.7.9 All the exhibits and attachments to the Stipulation are material and integral
26 parts hereof and are fully incorporated herein by this reference.

27 3.7.10 The Stipulation may be amended or modified only by a written instrument
28 signed by or on behalf of all Settling Parties or their respective successors-in-interest.

1 3.7.11 The Stipulation, including all exhibits and attachments hereto, constitutes
2 the entire agreement among the Settling Parties hereto, and no representations, warranties, or
3 inducements have been made by or to any Settling Party concerning the Stipulation or its exhibits other
4 than the representations, warranties, and covenants contained and memorialized in the Stipulation and
5 the exhibits and attachments thereto. Except as otherwise provided herein, each Settling Party shall bear
6 their own costs. The Settling Parties contemplate that the exhibits to the Stipulation may be modified by
7 subsequent agreement of the Settling Parties, their Counsel, or by Court order.

8 3.7.12 Defendants represent and warrant: (1) that they have the requisite
9 corporate power and authority to execute, deliver, and perform all obligations under the Stipulation; (2)
10 that the execution, delivery, and performance of the Stipulation and Defendants' obligation as set forth
11 herein have been duly authorized by necessary corporate action on the part of Defendants; and (3) that
12 the Stipulation has been duly and validly executed and delivered by Defendants and constitutes their
13 legal, valid agreement to be bound hereby.

14 3.7.13 Plaintiff represents and warrants that she is entering into the Stipulation,
15 on behalf of herself individually and as proposed Class Representative of the Settlement Class Members,
16 of her own free will and without the receipt of any consideration other than what is provided for in the
17 Stipulation or disclosed to, and authorized by, the Court. Plaintiff represents and warrants that she has
18 reviewed the terms of the Stipulation in consultation with Class Counsel.

19 3.7.14 Class Counsel, on behalf of the Settlement Class, are expressly authorized
20 by the Class Representative to take all appropriate actions required or permitted to be taken by the
21 Settlement Class under the Stipulation to effectuate its terms and are expressly authorized to enter into
22 any modifications or amendments to the Stipulation on behalf of the Settlement Class, which Class
23 Counsel deem appropriate.

24 3.7.15 The Stipulation, and each of the terms and conditions contained herein, is
25 conditioned upon final approval of the Court and is made for Settlement purposes only. Whether or not
26 consummated, neither this Stipulation nor any documents filed in connection with the approval of this
27 Stipulation and the Settlement shall be: (1) construed as, offered in evidence as, received in evidence as,
28 and/or deemed to be, evidence of a presumption, concession, or an admission by any Settling Party of

1 the truth of any fact alleged or the validity of any claim or defense that has been, could have been, or in
2 the future might be asserted in any litigation or the deficiency of any claim or defense that has been,
3 could have been, or in the future might be asserted in any litigation, or of any liability, fault, wrongdoing,
4 or otherwise of such Settling Party; or (2) construed as, offered in evidence as, received in evidence as,
5 and/or deemed to be, evidence of a presumption, concession, or an admission of any liability, fault or
6 wrongdoing, or in any way referred to for any other reason, by Plaintiff, Defendants, any Released Parties
7 in the Litigation or in any other civil, criminal, or administrative action or proceeding, other than such
8 proceedings as may be necessary to effectuate the provisions of the Stipulation.

9 3.7.16 The Stipulation may be executed in one or more counterparts and by
10 DocuSign. All executed counterparts and each of them shall be deemed to be one and the same
11 instrument. A complete set of executed counterparts shall be filed with the Court in support of the
12 unopposed Motion for Preliminary Approval.

13 3.7.17 The Stipulation shall be binding upon, and inure to the benefit of, the
14 successors and assigns of the Settling Parties hereto; however, this Stipulation is not designed to and
15 does not create any third-party beneficiaries unless otherwise specifically provided herein.

16 3.7.18 The Court shall retain jurisdiction with respect to implementation and
17 enforcement of the terms of the Stipulation, and all parties hereto submit to the jurisdiction of the Court
18 for purposes of implementing and enforcing the Settlement embodied in the Stipulation. If any party
19 brings an action to enforce this Stipulation, the prevailing party shall be entitled to their reasonable
20 attorney's fees and costs against the losing party.

21 3.7.19 The Stipulation and the exhibits hereto shall be considered to have been
22 negotiated, executed, and delivered, and to have been wholly performed, in the State of California, and
23 the rights and obligations of the parties to the Stipulation shall be construed and enforced in accordance
24 with, and governed by, the internal, substantive laws of the State of California without regard to
25 principles of conflicts of law.

26 3.7.20 The language of all parts of this Stipulation shall in all cases be construed
27 as a whole, according to its fair meaning, and not strictly for or against any Settling Party. No Settling
28 Party shall be deemed the drafter of this Stipulation. The Settling Parties acknowledge that the terms of

1 the Stipulation are contractual and are the product of negotiations between the Settling Parties and their
2 counsel. Each Settling Party and their counsel cooperated in the drafting and preparation of the
3 Stipulation. In any construction to be made of the Stipulation, the Stipulation shall not be construed
4 against any Settling Party and the canon of contract interpretation set forth in California Civil Code
5 section 1654 shall not be applied.

6 3.7.21 Should any deadlines set forth in the Stipulation require any action to be
7 taken on a weekend or a Court holiday, then the action may be taken on the next business day, unless
8 otherwise specified by law or rule of Court, except that should the Claim Response Deadline (or
9 extension(s) thereof specified in the Stipulation relating to a deficiency notice or a re-mailing) fall on a
10 Saturday and regular U.S. Mail service is in operation that day, then no further extension under this
11 paragraph shall apply to these specific deadlines.

12
13 **READ AND AGREED TO INDIVIDUALLY AND ON BEHALF OF THE PROPOSED CLASS:**

14 
15 _____
16 Plaintiff Carla Jones

Dated: 21 April, 2023

17 **READ AND AGREED TO ON BEHALF OF DEFENDANT SHARP HEALTHCARE:**

18
19 _____
20 By:

Dated: _____, 2023

21 Title:

22 **READ AND AGREED TO ON BEHALF OF DEFENDANT GROSSMONT HOSPITAL CORPORATION DBA**

23 **SHARP GROSSMONT HOSPITAL:**

24 _____
25 By:

Dated: _____, 2023

26 Title:
27
28

1 the Stipulation are contractual and are the product of negotiations between the Settling Parties and their
2 counsel. Each Settling Party and their counsel cooperated in the drafting and preparation of the
3 Stipulation. In any construction to be made of the Stipulation, the Stipulation shall not be construed
4 against any Settling Party and the canon of contract interpretation set forth in California Civil Code
5 section 1654 shall not be applied.

6 3.7.21 Should any deadlines set forth in the Stipulation require any action to be
7 taken on a weekend or a Court holiday, then the action may be taken on the next business day, unless
8 otherwise specified by law or rule of Court, except that should the Claim Response Deadline (or
9 extension(s) thereof specified in the Stipulation relating to a deficiency notice or a re-mailing) fall on a
10 Saturday and regular U.S. Mail service is in operation that day, then no further extension under this
11 paragraph shall apply to these specific deadlines.

12
13 **READ AND AGREED TO INDIVIDUALLY AND ON BEHALF OF THE PROPOSED CLASS:**

14
15 _____ Dated: _____, 2023
16 Plaintiff Carla Jones

17 **READ AND AGREED TO ON BEHALF OF DEFENDANT SHARP HEALTHCARE:**

18
19  Dated: April 24, 2023
20 By: Christopher Howard

21 Title: President/CEO

22 **READ AND AGREED TO ON BEHALF OF DEFENDANT GROSSMONT HOSPITAL CORPORATION DBA**

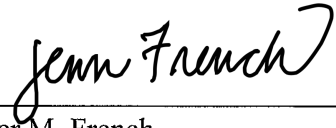
23 **SHARP GROSSMONT HOSPITAL:**

24  Dated: April 24, 2023
25 By: Christopher Howard

26 Title: President
27
28

1 APPROVED AS TO FORM:

2 DATED: 24 April, 2023

By: 
Jennifer M. French

**PATTERSON LAW GROUP, APC
ADMIRE & ASSOCIATES**

Counsel for Plaintiff

6 DATED: April 24, 2023

By: 
Gabe P. Wright

**HAHN LOESER & PARKS LLP
BAKER & HOSTETLER LLP**

Counsel for Defendants

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EXHIBIT 1

NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT

If you had a medical procedure in an operating room at the Sharp Grossmont Hospital Women's Center between July 13, 2012, and June 30, 2013, a class action settlement may affect your rights.

*A court authorized this Notice in the matter of Carla Jones v. Sharp HealthCare, et al.
San Diego Superior Court, Case No. 37-2017-00001377-CU-NP-CTL*

This Settlement may affect your legal rights. Please read this Notice carefully.

You are receiving this Notice because you have been identified as a potential class member. This Notice explains the Litigation, the Settlement, your legal rights, what benefits are available, who is eligible to receive them, and how to receive payment.

Plaintiff Carla Jones, on behalf of herself and other similarly situated individuals, sued Defendants Sharp Healthcare and Grossmont Hospital Corporation dba Sharp Grossmont Hospital ("Defendants") for invasion of privacy. Between July 13, 2012, and June 30, 2013, Defendants installed and operated one hidden camera in each of the three operating rooms of the Women's Center at Sharp Grossmont Hospital as part of a drug diversion investigation. Plaintiff alleges that the installation and use of these cameras invaded the privacy of persons who underwent a medical procedure in these operating rooms during that time frame. Defendants strongly deny all claims alleged in the Litigation and deny all wrongdoing and liability. The proposed Settlement is not a concession or admission by Defendants that the Litigation has any merit whatsoever. The Court has not ruled on the merits of Plaintiff's claims.

The Court has preliminarily approved the Settlement in this Litigation and determined that there is sufficient evidence to suggest that the proposed Settlement is fair, adequate, and reasonable. If you qualify as a Participating Class Member, you may receive money from the Settlement. The Court will make a final determination about the proposed Settlement at a Final Approval Hearing. If the Settlement is approved, your estimated Individual Settlement Payment is a minimum of approximately \$4,100 and could be significantly higher depending on the number of Claims submitted. **The deadline to submit a Claim Form is [date].**

| YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT | |
|--|--|
| SUBMIT A CLAIM FORM | You will receive a payment if you timely and completely submit a Claim Form by mail or email. The Claim Form is included with this notice. |
| EXCLUDE YOURSELF | You will not be paid your Individual Settlement Payment, and you will retain any rights to sue for the Released Claims against Defendants. |
| OBJECT | You may tell the Court why you don't agree with the Settlement following the procedures described more fully below, but you will remain in the Settlement Class. |
| DO NOTHING | You receive no payment under the Settlement and give up all rights that you may have against Defendants. |

1. Why Did I Get This Notice?

Defendants' records show that you were a patient who had a medical procedure in an operating room at the Sharp Grossmont Hospital Women's Center between July 13, 2012, and June 30, 2013 ("Settlement Class Member").

2. Do I Need to Hire an Attorney?

You do not need to hire your own attorney. The Court has preliminarily appointed Class Counsel to represent you in this Action. However, you may hire your own attorney at your own expense if you choose to do so.

3. Why Is There a Settlement?

The Court did not decide in favor of Plaintiff or Defendants. Instead, the Parties agreed to the Settlement after two mediation sessions with neutral, third-party mediators. The Action settled because the Parties believe that the amount of the Settlement is fair, adequate, and reasonable considering the strengths and weaknesses of the claims and other factors, present and potential, in this Litigation.

4. What Does the Settlement Provide?

Under the terms of the settlement, the Defendants have agreed to pay a total settlement fund of \$10,000,000 in full settlement of the claims in this Litigation (the "Fund"). Class Counsel will ask the Court to award attorney's fees in the amount of up to 37.5% of the Fund, litigation costs of no more than \$150,000, a Service Award to be paid to Plaintiff in the amount of \$100,000 to compensate her for the risks, time, and expense of her involvement in the Litigation, and payment of the settlement administration costs, which are estimated to be approximately \$150,000. The remaining amount ("Class Member Payout Fund") will be used to make cash payments to Settlement Class Members who submit a timely and complete Claim Form to the Settlement Administrator. **The settlement amount and Class Member Payout Fund are contingent on final approval by the Court.**

5. What Can I Get from the Settlement?

Participating Class Members will be paid their share of the Class Member Payout Fund, which will be calculated by dividing the Class Member Payout Fund by the number of Participating Class Members who submit a timely and complete Claim Form. The estimated minimum amount is approximately \$4,100 but could be significantly higher depending on the number of valid Claims. Settlement Class Members who submit valid and timely requests for exclusion, and individuals who do not complete a timely and complete Claim Form, will not be entitled to receive Individual Settlement Payments.

If the Court grants final approval of the Settlement, your Individual Settlement Payment will be mailed after entry of Final judgment, unless there are objections, appeals, or other challenges to the Settlement, the Final Judgment or otherwise.

6. What Happens to My Video?

As part of this Settlement, Defendants will destroy a Participating Settlement Class Member's video (if any) within sixty (60) calendar days after the Settlement is final. Defendants will continue to retain any Non-Settlement Class Member's video (if any). Due to the way the videos were recorded, in the event that a Participating Settlement Class Member's video also contains video of a Non-Settlement Class Member, said video will be preserved by Defendants because it contains footage of a Non-Settlement Class Member.

7. What Rights Do I Give Up If I Participate or Do Nothing?

Unless you submit a timely and valid request for exclusion from the Settlement, you will remain a Settlement Class Member, and you will be bound by the terms of the Settlement, including releasing the Released Claims against Defendants and Released Parties. It also means that all of the Court's orders will apply to you and legally bind you.

8. How Do I Exclude Myself from the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself by submitting a written request for exclusion to the Settlement Administrator no later than [date]. Class Members who wish to exercise this option must send the Settlement Administrator a signed Opt-Out containing the Class Member's name, address, and date of birth (mm/dd/yyyy) and stating as follows: "I wish to be excluded from the *Jones v. Sharp Healthcare et al.* Class Action Settlement." The Opt-Out must be postmarked on or before [date].

Settlement Administrator
Address
Phone: (***) ***-****

If you submit a valid and timely request for exclusion, you shall be barred from participating in the Settlement. You may not object and will not receive an Individual Settlement Payment. You will retain all rights, if any, you may have against Defendants.

9. How Do I Object to the Settlement and Appear at the Final Approval and Fairness Hearing?

To object, you may submit a valid and timely written objection to the Settlement Administrator listed in Section 8, postmarked no later than [date]. You (or your attorney if you are represented by counsel) must sign and date the written objection and state: (1) the Class Member's full name,

(2) the Litigation case name and number, and (3) the basis for the objection. If the Court rejects your objection, you will be bound by the terms of the Settlement. If you decide not to submit a written objection, you may still present an oral objection at the Final Approval Hearing. You do not have to attend the Final Approval Hearing, but you may do so at your own expense. If you send an Objection, you do not have to come to Court to talk about it.

10. When Is the Final Approval and Fairness Hearing?

The Court will hold a Final Approval/Settlement Fairness Hearing in Department C-65 of the California Superior Court for the County of San Diego, located at 330 West Broadway, San Diego, CA 92101, on September 29, 2023 at 8:30 a.m., to determine whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them at that time. The Court will also be asked to approve Class Counsel's request for attorney's fees and litigation costs, Plaintiff's Service Award, and Settlement Administration Costs. The hearing may be continued without further notice, but any changed date will be posted on the Settlement Website (www.XXX.com). It is not necessary for you to appear at this hearing, but you may do so at your own expense.

11. How Do I Get Additional Information?

This Notice provides a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should consult the Class Action Settlement Agreement between Plaintiff and Defendants, which is on file with the Clerk of the Court and available online at the Settlement Website (www.XXX.com). Additionally, the pleadings and other records in this Litigation may be examined at any time during regular business hours at the Office of the Clerk of the California Superior Court for the County of San Diego.

If you have any questions, you may contact the Settlement Administrator or Class Counsel.

| CLASS COUNSEL | |
|--|---|
| James R. Patterson Jennifer M. French PATTERSON LAW GROUP, APC 1350 Columbia Street, Suite 603 San Diego, CA 92101 Telephone: (619) 756-6990 Facsimile: (619) 756-6991 jim@pattersonlawgroup.com jenn@pattersonlawgroup.com | Duane A. Admire ADMIRE & ASSOCIATES 12880 Carmel Country Road, Suite D110 San Diego, CA 92130 Telephone: (619) 319-6658 duaneadmire@outlook.com |

**PLEASE DO NOT CONTACT THE COURT FOR
INFORMATION REGARDING THIS SETTLEMENT.**

EXHIBIT 2

NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT

If you had a medical procedure in an operating room at the Sharp Grossmont Hospital Women's Center between July 13, 2012, and June 30, 2013, a class action settlement may affect your rights.

*A court authorized this Notice in the matter of Carla Jones v. Sharp HealthCare, et al.
San Diego Superior Court, Case No. 37-2017-00001377-CU-NP-CTL*

This Settlement may affect your legal rights. Please read this Notice carefully.

Plaintiff Carla Jones, on behalf of herself and other similarly situated individuals, sued Defendants Sharp Healthcare and Grossmont Hospital Corporation dba Sharp Grossmont Hospital ("Defendants") for invasion of privacy. Between July 13, 2012, and June 30, 2013, Defendants installed and operated one hidden camera in each of the three operating rooms of the Women's Center at Sharp Grossmont Hospital as part of a drug diversion investigation. Plaintiff alleges that the installation and use of these cameras invaded the privacy of persons who underwent a medical procedure in any of the operating rooms during that time frame. If you filed a separate lawsuit against Defendants based on the same set of facts, allegations, and claims alleged in this Litigation, including the *Lincoln v Sharp HealthCare et al.* Consolidated Actions, you are not eligible to be a Settlement Class Member.

Defendants strongly deny all claims alleged in the Litigation and deny all wrongdoing and liability. The proposed Settlement is not a concession or admission by Defendants that the Litigation has any merit whatsoever. The Court has not ruled on the merits of Plaintiff's claims.

The Court has preliminarily approved the Settlement in this Litigation and determined that there is sufficient evidence to suggest that the proposed Settlement is fair, adequate, and reasonable. If you qualify as a Participating Class Member, you may receive money from the Settlement. The Court will make a final determination about the proposed Settlement at a Final Approval Hearing.

If you believe that you may be Settlement Class Member, please contact the Settlement Administrator at [PHONE] or [EMAIL] to obtain more information on your rights, including how to submit a Claim, exclude yourself from the Settlement, or object to the proposed terms of the Settlement. The deadline to submit a Claim, exclude yourself, or object is [DATE]. If you are a Settlement Class Member and do nothing, you will receive no payment under the Settlement and give up all rights that you may have against Defendants.

More information is available by calling 1-800-XXX-XXXX or visiting www.XXX.com.

EXHIBIT 3

Carla Jones v. Sharp HealthCare, et al.
SETTLEMENT CLAIM FORM

**YOU MUST SUBMIT YOUR CLAIM FORM NO LATER THAN [DATE], IN ORDER
TO BE ELIGIBLE TO RECEIVE A PAYMENT.**

PERSONAL INFORMATION. Please legibly print or type the following information requested below. All requested information must be provided for your claim to be considered. *This information will be used to verify your identity, deliver your cash Settlement Benefit check, and communicate with you if any problems arise with your claim. The Settlement Administrator may verify your claim.*

| | |
|---|--|
| CLASS MEMBER INFORMATION <<name>> <<address>> <<city>>, <<state>> <<zip>> | Name/Address Changes, if any: _____ _____ _____ |
|---|--|

Name used during visit to Sharp Grossmont Hospital Women's Center between July 13, 2012, and June 13, 2013:

Last Four Digits of Social Security Number: _____ Date of Birth: _____

Please Check the Box to Answer This Question:

Did you knowingly consent to have your procedure at Sharp Grossmont Hospital Women's Center recorded?

Yes, I did knowingly consent. No, I did not knowingly consent.

I certify under penalty of perjury of the laws of the State of California that the foregoing is true and correct to the best of my knowledge.

Signature

Date

THIS CLAIM FORM MUST BE SUBMITTED NO LATER THAN [DATE] BY ONE OF THE FOLLOWING METHODS:

MAILED TO [KCC mailing address] (MUST BE POSTMARKED BY _____)

EMAILED TO [kcc email address] (MUST BE RECEIVED BY _____)

More information is available by calling 1-800-XXX-XXXX or visiting www.XXX.com. Please print clearly in blue or black ink. **This Claim Form must be submitted and received electronically or postmarked by [date] for your claim to be considered.**