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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

LAURA LOPEZ, as an individual and on behalf
of all others similarly situated,

Plaintiff,

vs.

BARLOW RESPIRATORY HOSPITAL, a
California corporation; and DOES 1 through
100,

Defendants.

Case No.: 21STCV29754 (Related to Case
Nos. 22STCV03831; 22STCV34472)

*[Assigned for all purposes to Hon. Carolyn
B. Kuhl, Dept. SSC-12]*

**PLAINTIFFS' SUPPLEMENTAL
BRIEF IN SUPPORT PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: August 13, 2024
Time: 10:00 a.m.
Dept.: 12

Action Filed: August 12, 2021
Trial Date: None Set

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TO THE COURT, ALL PARTIES, AND THEIR COUNSEL OF RECORD:

Plaintiffs Laura Lopez and Winifred Allison (“Plaintiffs”) hereby submit the following supplemental brief in response to the issues raised at the July 9, 2024 hearing on Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement. Following the hearing, Plaintiffs and Defendant Barlow Respiratory Hospital (“Defendant”) (Plaintiffs and Defendant are collectively referred to as the “Parties”) amended the Stipulation of Settlement (“Settlement Agreement”) and the Notice of Pendency of Class Action and Proposed Settlement (“Class Notice”) in accordance with the issues identified by the Court.

Plaintiff addresses each issue raised by the Court. The amended Settlement Agreement and Class Notice are attached as Exhibits 1 and 2, respectively, to the Declaration of Sean M. Blakely, filed concurrently herewith. Red-line versions of the amended Settlement Agreement and Class Notice showing all changes are attached as Exhibits 3, and 4, respectively, to the Declaration of Sean M. Blakely (“Blakely Decl.”).

1. Escalator Clause

At the July 9, 2024 hearing, the Court inquired as to whether the Escalator Clause of the Parties’ Settlement Agreement was triggered. *See* Settlement, at ¶ 3.F. On June 3, 2024, Defendant transmitted the Class Data to the proposed Settlement Administrator, APEX Class Action, LLC (“APEX”). *See* Declaration of Madely Nava, at ¶ 4. APEX has determined that the Escalator Clause was not triggered. *Id.*

2. “Conclusive Presumption” Language

The Court directed the Parties to remove the “conclusive presumption” language in paragraph 9.F of the Settlement Agreement. The Court further directed the Parties to amend the Settlement Agreement to require the Settlement Administrator to continue to update addresses throughout the notice period.

The Parties revised the Settlement Agreement and removed the “conclusive presumption” language. *See* Blakely Decl., ¶ 4, Exh. 1, at ¶ 9.F. The Parties also added the following language: “Efforts to locate updated addresses for returned notices should continue throughout the 60-day notice period.” *Id.*

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The Parties added the following language to the Class Notice: “It is currently estimated that Settlement Class members can expect their Settlement Payments to be mailed by approximately <<13 months following the date of the Order granting Final Approval>>. Therefore it is imperative that you notify the Settlement Administrator of any changes to your address that take place prior to the disbursement in order to avoid any delays in receiving your payment.” See Blakely Decl., ¶ 4, Exh. 2.

Plaintiffs’ counsel has entered into a fee sharing agreement in this case. Blakely Decl., ¶ 5. Under the terms of the agreement, Haines Law Group, APC will receive 40% of any attorneys’ fee award, The Law Office of Sahag Majarian II will receive 26.67% of any attorneys’ fee award, and Lavi & Ebrahimian, LLP will receive 33.33% of any attorneys’ fee award. *Id.* This fee sharing agreement was expressly agreed to in writing by Plaintiffs pursuant to California Rule of Professional Conduct 1.5.1 (formerly California Rule of Professional Conduct 2-200(A)). *Id.*

Counsel and all Parties submitted declarations attesting that there is no affiliation or relationship with the proposed *cy pres* recipient, CASA Los Angeles.

Respectfully submitted,
HAINES LAW GROUP, APC

By: 

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