

**STATE OF NEW MEXICO
COUNTY OF SANTA FE
FIRST JUDICIAL DISTRICT**

EILENE McLARTY AND ERNESTINE
JARAMILLO, on behalf of themselves and
ALL OTHERS SIMILARLY SITUATED,

No. D-101-CV-2020-01566

Plaintiffs,

v.

PRESBYTERIAN HEALTHCARE
SERVICES, INC.,

Defendant.

**ORDER GRANTING PRELIMINARY APPROVAL OF PROPOSED CLASS ACTION
SETTLEMENT AND APPROVAL OF NOTICE**

The Court having reviewed the proposed terms of the Settlement set forth in the executed Settlement Agreement, by and between Defendant Presbyterian Healthcare Services (“Presbyterian,” “PHS,” or “Defendant”), and the named Plaintiffs Eilene McLarty and Ernestine Jaramillo (collectively “Plaintiffs”), both individually and on behalf of those similarly situated, in the above-styled Civil Action, together with all exhibits thereto, the record in the Civil Action, and the arguments of counsel;

IT IS HEREBY ORDERED AND ADJUDGED THAT:

1. All terms and definitions used herein have the same meanings as set forth in the Settlement Agreement.
2. This Court previously certified a class of all parents or guardians who were billed for medical services related to their minor child’s treatment by Dr. Guy Rosenschein during his tenure at PHS as an employed doctor or locum tenens and appointed Relman Colfax PLLC and the Hunt Law Firm to serve as Class Counsel.

3. The proposed terms of Settlement set forth in the Settlement Agreement are hereby preliminarily approved as being within the range of possible final approval as fair, reasonable, and adequate such that notice thereof should be given to members of the Class.

4. The Court finds that the method of providing notice of the Settlement to the Class proposed in the Settlement Agreement constitutes the best method for providing such notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Class Members of their rights and obligations, complying fully with the requirements of Rule 1-023 NMRA and any other applicable law. The Notice, which is attached hereto as Exhibit 4, is hereby approved as to form. The Notice, to be distributed by first class mail and email, and the informational website to which it links, together state in both English and Spanish: (i) the nature of the action; (ii) the definition of the class certified; (iii) the class claims, issues, and defenses; (iv) that a Class Member may object to the terms of Settlement and the process for doing so; (v) the method of calculating each Class Member's share of the relief contemplated by the Settlement; (vi) that more information is available from the Claims Administrator upon request; and (vii) contact information for the Claims Administrator and Class Counsel. The Notice also describes the settlement administration process and informs the Class Members that the Settlement Agreement provides for the release of their Released Claims (as that term is defined in the Settlement Agreement) and the payment of Class Counsels' attorneys' fees.

5. Epiq Class Action & Claims Solutions, Inc. is approved as the Claims Administrator for the proposed Settlement.

6. Within 5 days after the entry of this Preliminary Approval Order, Class Counsel shall provide to the Claims Administrator a list of Class Members containing the names, last

known addresses, last known telephone numbers, and last known email addresses (if any) of all Class Members.

7. Within 21 days after the entry of this Preliminary Approval Order, the Claims Administrator shall cause to be sent, via first-class mail and email, the Notice using the most recent contact information of the individuals on the Class list.

8. Within 21 days after the date of entry of this Preliminary Approval Order, or as soon thereafter as publication schedules permit, the Claims Administrator shall cause the Settlement Notice, Long-Form Settlement Notice, Settlement Agreement, and the Court's Preliminary Approval Order to be published on a website operated by the Claims Administrator and dedicated to the administration of the Settlement ("Settlement Website").

9. Upon distribution of the Notices, the Claims Administrator shall maintain and staff with live persons a toll free "800" line to receive calls from Class Members between the hours of 9:00 a.m. and 7:00 p.m. (Mountain Standard Time), Mondays through Fridays. At all other times, the line shall be answered by a voicemail message recording device approved by the Parties. These hours of telephone coverage shall be subject to revision and modification upon agreement of the Parties based on the recommendation of the Claims Administrator. The Claims Administrator shall maintain the "800" line for at least 240 days after the initial distribution of payments from the Escrow Account to Class Members.

10. For each Notice mailed to a Class Member and returned as undeliverable, the Claims Administrator shall, within ten days after receipt of the undeliverable Notice, re-mail and/or re-email the Notice to any additional address obtained for such Class Member that the Claims Administrator, in its discretion, determines is reasonably likely to be the current address of such Class Member.

11. Class Members who wish to present objections to the proposed Settlement must do so in writing. Written objections must be mailed and postmarked no later than 30 days after the Claims Administrator causes the Notices to be issued. The objection must be addressed and mailed to the First Judicial District Court of the State of New Mexico, 225 Montezuma Avenue, Santa Fe, NM 87501, and to Class Counsel and Defense Counsel (addresses provided in the Long-Form Notice). In the event the Claims Administrator receives a written objection, within five days of receipt, the Claims Administrator shall send copies to all Counsel. Class Counsel will electronically file all written objections with the Court within five days of the deadline for the submission of objections. Objections shall be heard and any papers submitted in support of said objections shall be considered by the Court at the Final Approval Hearing only if the objector follows the requirements for objection set out in the Notice.

12. Any Class Member who does not comply with these requirements for submission of an objection will be deemed to have waived any objections and will be forever barred from making any objections to the proposed Settlement.

13. It is not necessary for an objector to appear at the Final Approval Hearing. However, if an objector wishes to appear and/or speak at the Fairness Hearing, they must indicate in their objection letter if they intend to appear personally and/or through an attorney.

14. Within 21 days after the date of entry of this Preliminary Approval Order, Class Counsel shall cause a Subrogation Notice substantially in the form of Exhibit 3 to be distributed via first class mail to the Third-Party Insurers.

15. For each Subrogation Notice mailed to a Third-Party Insurer and returned as undeliverable, Class Counsel shall, within ten days after receipt of the undeliverable Subrogation

Notice, re-mail the Subrogation Notice to any additional address obtained for such insurer that Class Counsel determines is reasonably likely to be the current address of such insurer.

16. Third-Party Insurers who wish to assert subrogation rights for Settlement proceeds must enter an appearance in the Civil Action within 30 days after Class Counsel have mailed the Subrogation Notice. Claims made after the 30-day deadline will be barred.

17. Class Counsel and Defense Counsel will cooperate to resolve any subrogation claims that are asserted by Third-Party Insurers within 60 days of the mailing of the Subrogation Notice (i.e., within 30 days of the deadline for entry of appearance). Those resolutions may include some additional monetary contributions from Presbyterian and/or some allocation from the Settlement Fund.

18. Within 60 days after the mailing of the Notice and Subrogation Notice, Plaintiffs and Defendant shall jointly move the Court to enter a Final Approval Order and Judgment substantially in the form attached hereto as Exhibit 1 and shall file a memorandum addressing any timely filed written objections to the Settlement. Class Counsel shall also move the Court to approve the attorneys' fees and payments to Plaintiffs as proposed in the Settlement Agreement.

19. The Court will hold a Final Approval Hearing, as scheduled by the Court, to address the Parties' request for final approval, any objections, and any Third-Party Insurer claims, and to decide whether to enter the Final Approval Order and Judgment. The Final Approval Hearing may, from time to time and without further notice to the Class (except those who have filed timely and valid objections), be continued or adjourned by Order of the Court.

20. The Claims Administrator shall not be responsible for any of the relief provided to the Settlement Class under this Settlement Agreement. For its actions relating to the

implementation of this Settlement Agreement, to the extent permitted by applicable law, the Claims Administrator shall have the same immunity that judges have for their official acts.

21. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement that are not materially inconsistent with either this Order or the terms of the Settlement Agreement.

Dated: March 5, 2026



HON. KATHLEEN MCGARRY ELLENWOOD
DISTRICT COURT JUDGE