

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

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

Plaintiffs,

v.

Case. No. D-101-CV-2020-01566

PRESBYTERIAN HEALTHCARE SERVICES, INC.

Defendant.

SETTLEMENT AGREEMENT

This Settlement Agreement dated November 25, 2025 (“Settlement Agreement”) is entered into pursuant to Rule 1-023 NMRA. Subject to the approval of the Court, the Settlement Agreement is entered into among Defendant Presbyterian Healthcare Services (“Presbyterian” or “Defendant”), and the named Plaintiffs Eilene McLarty and Ernestine Jaramillo (collectively “Plaintiffs”), both individually and on behalf of 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. Defendant and Plaintiffs are the “Parties.”

BACKGROUND

Presbyterian is a private, non-profit hospital in New Mexico. This litigation was brought by the parents of two pediatric patients who received treatment from Dr. Rosenschein while he was employed by Presbyterian. Plaintiffs asserted putative class claims for violation of New Mexico’s Unfair Practices Act, NMSA 1978, § 57-12-1, *et seq.* (“UPA”), negligent misrepresentation, and intentional misrepresentation.

Plaintiffs alleged that Presbyterian misrepresented Dr. Rosenschein by holding him out as a fully qualified practitioner and by advertising its surgeons as “board certified” even though Dr. Rosenschein was not board certified in the United States and did not complete certain residencies and fellowships Plaintiffs allege were required by Presbyterian’s bylaws.

This case was filed in the First Judicial District Court of the State of New Mexico in 2020. On September 12, 2022, the Court certified a class of “[a]ll 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 and employed doctor or locum tenens” (“the Class”). The Court ordered that the Class receive notice of the pending action and an opportunity to opt out. The notice and opt-out process were completed at the end of 2024.

Presbyterian filed motions for summary judgment as to liability and damages. On June 20, 2025, the Court denied the motion as to liability, permitting all of Plaintiffs’ claims to proceed to trial, but granted the motion as to damages, finding that Plaintiffs and the Class could recover only amounts that Plaintiffs and the Class Members themselves paid to Presbyterian for the treatment at issue (if any).¹

Plaintiffs, without conceding any infirmity in their claims in the Civil Action, and Presbyterian, without admitting or conceding any fault or liability whatsoever, and without conceding any infirmity in its defenses in the Civil Action, have concluded that further litigation of the Civil Action would be protracted and expensive and that it is desirable that the litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement to limit further expenses and inconvenience and to dispose of burdensome and protracted litigation.

¹ See Section I below for definitions of capitalized terms not otherwise defined parenthetically.

Accordingly, Plaintiffs, with Class Counsel, and Presbyterian, with its Counsel, have conducted discussions and arm's-length negotiations with respect to a compromise and Settlement of the Civil Action.

Plaintiffs and Class Counsel have concluded that the terms and conditions of this Settlement Agreement are fair, reasonable, and adequate to Plaintiffs and the Class, and in their best interests, and have agreed to settle the claims raised in the Civil Action pursuant to the terms and provisions of this Settlement Agreement, after considering: (i) the benefits that Plaintiffs and Class Members will receive from the Settlement Agreement; (ii) the attendant risks of further litigation and trial; (iii) the difficulties, expense and delays inherent in such further litigation and trial; and (iv) the desirability of permitting the Settlement to be consummated as provided by the terms of this Settlement Agreement.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Plaintiffs, the Class, and Presbyterian, subject to the approval of the Court pursuant to the procedures mandated by Rule 1-023(E) NMRA, as follows:

I. DEFINITIONS

The following terms, as used in this Settlement Agreement, have the following meanings:

- a. "Civil Action" means the above-captioned class action lawsuit.
- b. "Claims Administration Costs" means all actual and reasonable administrative costs of printing, mailing, and emailing class notices, producing and mailing settlement checks, producing and mailing appropriate IRS tax forms (e.g., Form 1099), all escrow and accounting fees, and all other costs incurred to provide Notice and payments to the Settlement Class Members and to otherwise account for, administer, and distribute the Settlement Fund.
- c. "Claims Administrator" means the Epiq Class Action & Claims Solutions, Inc.

d. “Class” and “Class Members” means all guarantors who meet the Class Definition, did not submit a timely request for exclusion/to opt out, and appear on the Class Intake List provided by Presbyterian to Plaintiff, pursuant to the Stipulated Qualified Protective Order (entered by the Court on April 16, 2024), on February 24, 2025.

e. “Class Action Settlement Notice” and “Settlement Notice” mean the Notice of Proposed Settlement of Class Action, which is to be provided to Class Members as described in paragraphs 4–9 herein.

f. “Class Counsel” means the law firm of Relman Colfax PLLC and attorneys of record in the Civil Action at Hunt Law Firm.

g. “Class Counsel’s Unopposed Motion for Award of Attorneys’ Fees and Costs and Incentive Awards to Plaintiffs” means Plaintiffs’ and Class Counsel’s motion requesting preliminary court approval of the fees and costs in the amount set forth below and incentive awards to each Plaintiff in the amounts set forth below, filed at the same time as the Motion for Preliminary Approval.

h. “Class Definition” means 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 Presbyterian as an employed doctor or locum tenens, as certified by the Court on September 12, 2022, as part of the Civil Action.

i. “Class Period” means the period beginning November 26, 2012 and ending December 31, 2016.

j. “Class Released Claims” means those claims defined in Section IX.

k. “Class Representatives” or “Plaintiffs” means the named Plaintiffs in the Civil Action, Eilene McLarty and Ernestine Jaramillo.

l. “Court” means the First Judicial District Court of the State of New Mexico, through the Judge assigned to the Civil Action.

m. “Defendant” and “Presbyterian” mean Defendant Presbyterian Healthcare Services.

n. “Defense Counsel” means Wheeler Trigg O’Donnell LLP; Rodey, Dickason, Sloan, Akin & Robb, P.A. (Rodey Law Firm); and Saiz, Chanez, Sherrell & Kaemper, P.C.

o. “Effective Date” means the day after entry by the Court of the Final Approval Order and Judgment attached hereto as Exhibit 1, provided there are no objections submitted within the time to do so. If there are timely objections, then the Effective Date shall be the later of: (i) 40 days after entry of the Final Approval Order and Judgment if no appeals are taken from the Final Approval Order and Judgment; (ii) if appeals are taken from the Final Approval Order and Judgment, then the earlier of 30 days after the last appellate court ruling affirming the Final Approval Order and Judgment or 30 days after the entry of a dismissal of the appeal; or (iii) in the event that the Court enters a final order and judgment in the form other than that provided above (“Alternative Judgment”) and none of the Parties hereto elect to terminate the Settlement Agreement and Settlement, the date that such Alternative Judgment becomes final and no longer subject to appeal or review as just described.

p. “Final Approval Hearing” means the date the Court sets for the final, in-person hearing, to be held after notice has been provided to the Class and Third-Party Insurers in accordance with this Settlement Agreement to: (1) determine whether to grant final approval, (2) consider any timely objections, (3) decide whether to enter the Final Approval Order and Judgment, and (4) give a final ruling on Class Counsel’s Unopposed Motion for Award of Attorneys’ Fees and Costs and Incentive Awards to Plaintiffs.

q. “Final Approval Order and Judgment” means the Order Granting Final Approval of the Class Action Settlement, to be entered by the Court substantially in the form attached hereto as Exhibit 1.

r. “Motion for Final Approval” means the motion Plaintiffs and Class Counsel will file with the Court seeking final approval of the Settlement Agreement, award of attorneys’ fees and costs, and additional awards to Plaintiffs.

s. “Motion for Preliminary Approval” means the motion Plaintiffs and Class Counsel will file requesting, among other things, the Court: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) approve the Notice Procedure set forth herein and approve the form and content of the Notice; (3) approve the procedures for Settlement Class Members to object to the Settlement; (4) stay the Action pending entry of the Final Approval Order; and (5) schedule a Final Approval Hearing for a time and date mutually convenient for the Court and the Parties and which allows sufficient time for the Settlement Administrator to complete the Notice Procedure.

t. “Participating Class Member” means a Class Member who cashes their check for a share of the Settlement Fund.

u. “Parties” means Plaintiffs and Presbyterian.

v. “Plaintiff Released Claims” means those claims defined in Section IX.

w. “Plaintiffs” means Eilene McLarty and Ernestine Jaramillo.

x. “Presbyterian Released Claims” means those claims defined in Section IX.

y. “Preliminary Approval Hearing” means the date the Court sets for a hearing to determine (a) whether this Settlement Agreement, including its exhibits, should be preliminarily approved; (b) whether the Notice should be approved and mailed and emailed to the Class

Members pursuant to the Notice procedures outlined herein; and (c) any other matter necessary to effectuate the terms of this Settlement Agreement. This hearing may be held remotely at the Court's discretion.

z. "Preliminary Approval Order for Class Action Settlement" or "Preliminary Approval Order" means the Order Granting Preliminary Approval of the Proposed Class Action Settlement, to be entered by the Court substantially in the form attached hereto as Exhibit 2.

aa. "Released Parties" means those persons defined in Section IX.

bb. "Settlement" means the settlement embodied by this Settlement Agreement.

cc. "Settlement Fund" means all the cash amounts paid by or on behalf of Presbyterian in settlement of the Civil Action, including any interest accrued on those amounts.

dd. "Subrogation Notice" means the Subrogation Notice of Proposed Class Action Settlement, which is to be sent to Third-Party Insurers substantially in the form attached hereto as Exhibit 3.

ee. "Third-Party Insurers" means insurers who paid for any portion of the medical services related to Dr. Guy Rosenschein's treatment of Class Members' children or minor relatives during his tenure at Presbyterian as an employed doctor or locum tenens, as identified in Presbyterian's billing records.

II. RELIEF PROVIDED BY THE SETTLEMENT

1. In full, complete, and final resolution of the claims asserted or that could have been asserted in the Civil Action, and without any acknowledgement of fault, liability, or the veracity of the claims asserted in the Civil Action, and subject to the satisfaction of all the terms and conditions of this Settlement Agreement including the release of the Released Claims and

Released Parties, Presbyterian shall pay or cause to be paid \$3,500,000 in settlement of the Civil Action.

III. ORDER FOR SETTLEMENT NOTICE AND HEARING

2. Upon the Parties' approval of the form of this Settlement Agreement, Plaintiffs and Class Counsel shall submit to the Court an unopposed Motion for Preliminary Approval, requesting preliminary approval of the Settlement Agreement, authorization to distribute Settlement Notice to all known Class Members, and a setting for a Final Approval Hearing.

3. At the same time, Class Counsel will file their unopposed Motion for Award of Attorneys' Fees and Costs and Incentive Awards to Plaintiffs.

IV. ADMINISTRATION OF SETTLEMENT NOTICE

4. Within five days after the date of entry of the 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 of all Class Members (as updated after the opt-out process from the Notice Administrator used to provide notice to the Certified Class). The Claims Administrator shall be bound by the Stipulated Qualified Protective Order (entered by the Court on April 16, 2024).

5. The Claims Administrator shall conduct a trace using LexisNexis and the National Change of Address registry to determine, to the best extent possible and using its discretion, the most likely current address of each individual on the list of Class Members.

6. Within 21 days after the date of entry of the Preliminary Approval Order, the Claims Administrator shall cause a postcard giving notice of the Settlement substantially in the form of Exhibit 4 to be distributed via first class mail and email to the most recent contact

information for Class Members, to the extent mailing addresses and email addresses are available.

7. Within 21 days after the date of entry of the Preliminary Approval Order, or as soon thereafter as publication schedules permit, the Claims Administrator shall cause the Long-form Settlement Notice to be published in English and in Spanish, substantially in the form of Exhibit 5, on a website operated by the Claims Administrator and dedicated to the administration of the Settlement (“Settlement Website”).

8. 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 (a script for which the Parties will jointly draft). These hours of telephone coverage shall be subject to revision and modification upon agreement of the Plaintiffs and Defendant based on the recommendation of the Claims Administrator. Plaintiffs and Defendant will provide scripts for the live persons staffing the “800” line and those live persons shall be trained to provide information consistent with those scripts. 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.

9. 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 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.

The Claims Administrator will take comparable steps with respect to phone numbers and email addresses it determines are not accurate.

10. Class Members who wish to present objections to the proposed Settlement must do so in writing as specified by the procedure in the Notice. Written objections must be mailed and postmarked no later than 30 days after the Claims Administrator causes the postcard and email 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 Notice). In the event the Claims Administrator receives a written objection, within five days of receipt, the Claims Administrator shall send copies to Class Counsel and Defense Counsel. Class Counsel will electronically file those written objections with the Court.

V. ADMINISTRATION OF SUBROGATION NOTICE

11. Within 21 days after the date of entry of the 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.

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

13. 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.

14. Class Counsel and Defense Counsel will cooperate to resolve any subrogation claims that are asserted by Third-Party Insurers, and Presbyterian acknowledges that some of those resolutions may include some additional monetary contributions from it, while Plaintiffs acknowledge that some of those resolutions may include some allocation from the Settlement Fund as well.

VI. TERMS AND ORDER OF FINAL JUDGMENT

15. Within 30 days after the last day on which a Class Member could file an objection or a Third-Party Insurer could enter an appearance in the Civil Action and the Parties have met and conferred to resolve timely-filed objections and any Third-Party Insurer claims (whichever is later), Plaintiffs and Class Counsel shall 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.

16. 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.

17. The Final Approval Order and Judgment shall provide for the following:

- a. Approval of the final Settlement of the claims asserted or that could have been asserted in the Civil Action arising, in whole or in part, from the facts asserted in the Civil Action, including additional awards to the named Plaintiffs, adjudging the Settlement to be fair, reasonable, and adequate, directing consummation of the terms and provisions of the Settlement Agreement, and requiring the Parties to take the necessary steps to effectuate its terms and provisions;

b. Dismissal with prejudice of the claims of Plaintiffs and the Class in the Civil Action, whether asserted directly, individually, or in a representative or derivative capacity, and without additional costs or expenses to any party other than as provided for in this Settlement Agreement;

c. To the extent permitted by law, a permanent injunction barring each and every Class Member from asserting, either directly, individually, or in a representative or derivative capacity, any Class Released Claim, defined at paragraph 30, against the Released Parties;

d. The Parties' submission to, and the Court's continuing retention of, exclusive jurisdiction over this matter for the purposes of effectuating and supervising the enforcement, interpretation, or implementation of this Settlement and the judgment entered thereon, and resolving any disputes that may arise hereunder; and

e. That on the Effective Date, all Class Members shall be bound by this Settlement Agreement and by the Final Approval Order and Judgment.

VII. ALLOCATION AND DISTRIBUTION OF SETTLEMENT RELIEF

18. **Settlement Fund:** Defendant agrees to pay or cause to be paid \$3,500,000 into the Escrow Account as described below, within 15 days following the Effective Date, which shall constitute the Settlement Fund, as follows:

a. Escrow Account: The Settlement Funds in the Escrow Account shall be deemed a "qualified settlement fund" within the meaning of United States Treasury Reg. § 1.468B-1 at all times after creation of the Escrow Account. All interest earned on the Settlement Funds shall be for the benefit of the Settlement Class Members. All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by the

Escrow Account or otherwise, including any taxes or tax detriments that may be imposed on Defendant, Plaintiffs, or Class Counsel with respect to income earned by the Escrow Account, for any period during which the Escrow Account does not qualify as a “qualified settlement fund” for the purpose of federal or state income taxes or otherwise, shall be paid out of the Escrow Account. Defendant, Plaintiffs, Class Counsel, and Defense Counsel shall have no liability or responsibility for any of the taxes. The Escrow Account shall indemnify and hold Defendant, Plaintiffs, Class Counsel, and Defense Counsel harmless for all taxes (including, without limitation, taxes payable by reason of any such indemnification). Defendant shall have no responsibility to make any filings relating to the Settlement Fund and will have no responsibility to pay taxes on income earned by the Settlement Fund, or pay any taxes on the Settlement Fund, unless the Settlement is not consummated, and the Settlement Fund is returned. In the event the Settlement is not consummated, Defendant shall be responsible for the payment of all taxes (including any interest or penalties) on said income.

b. Attorneys’ Fees and Costs, Administrative Costs, and Payment of Awards to Plaintiffs shall be paid out of the Settlement Fund subject to approval by the Court in the Final Approval Order and Judgment. Plaintiffs and Class Counsel, with the assistance of the Settlement Administrator, are responsible for communicating, coordinating, distributing, and administering any matters pertaining to the Settlement Fund among or with Class Members. Presbyterian shall take no position with respect to the claims for or requested amounts of Administrative Costs, which is currently estimated to be \$60,000. This amount does not limit the ability of Class Counsel to seek Court approval for dispersal of additional reasonable and necessary Administrative Costs from the Settlement Fund before the balance of the Settlement Fund is disbursed to Class Members. Presbyterian will not oppose any request for Attorneys’

Fees and Costs up to \$875,000 from the Settlement Fund (which represents 25% of the Settlement Fund) or for Incentive Awards up to \$50,000 per Plaintiff.

19. The Settlement will be non-recapture; *i.e.*, it is not a claims-made settlement. Defendant has no ability to keep or recover any of the Settlement money unless the Settlement Agreement does not become effective.

20. **Allocation of Escrow Account:** Within 21 days after the Effective Date, the funds in the Escrow Account shall be allocated and disbursed in the following manner:

- a. \$50,000 each to the Plaintiffs, Eilene McLarty and Ernestine Jaramillo, as incentive payments and for their general releases as described below;
- b. \$875,000 to Class Counsel for attorneys' fees and costs; and
- c. \$60,000 in Administration Costs to the Claims Administrator.

21. The balance of the funds in the Escrow Account shall be distributed in equal monetary shares to each Class Member.

22. Administration and implementation of the Escrow Account shall be the responsibility of the Claims Administrator. Within 21 days of the Effective Date, the Claims Administrator shall make payments by mailing checks to the addresses of Class Members. The Claims Administrator shall use its best efforts to complete the disbursement of the Settlement Fund as expeditiously as possible.

23. The Claims Administrator shall mail and email a reminder to any Class Member who has not cashed their check 120 days after disbursement.

24. If \$150,000 or less remains in the Escrow Account 150 days after distribution of payments from the Escrow Account to Class Members, the Parties shall first pay any remaining Claims Administration Costs. If additional money remains in the Escrow Account after covering

all Claims Administration Costs, the Parties shall reimburse to the Escrow Account and Presbyterian any money paid in addition to the Settlement Fund to dispose of any separate subrogation claims pursuant to paragraph 14 above. If additional money remains in the Escrow Account after covering all Claims Administration Costs and reimbursement costs, all such remaining money shall be donated half to Equal Access to Justice, Inc. and half to Roadrunner Food Bank of New Mexico.

25. If for any reason more than \$150,000 remains in the Escrow Account 150 days after distribution of payments from the Escrow Account to Class Members, all such remaining money shall be redistributed in equal monetary shares to all Participating Class Members as second-round payments.

26. If for any reason money remains in the Escrow Account 90 days after the distribution of second-round payments from the Escrow Account to Participating Class Members, all such remaining money shall be donated half to Equal Access to Justice, Inc. and half to Roadrunner Food Bank of New Mexico.

VIII. DISPUTE RESOLUTION PROCEDURES

The Parties recognize that questions may arise as to whether the Parties are fulfilling their obligations as set forth herein. In the spirit of common purpose and cooperation that occasioned this Settlement Agreement, the Parties agree to the following:

27. If differences arise between any of the Parties with respect to the Parties' compliance with, interpretation of, or implementation of the terms of this Settlement Agreement, good faith efforts shall be made by the Parties to resolve such differences promptly in accordance with the following Dispute Resolution Procedure.

28. If one Party believes an issue must be resolved, they shall promptly notify the other Party in writing of the issue and the facts and circumstances relied upon in asserting their position. The Party notified of the issue shall be given a reasonable period of time (not to exceed 15 days) to review the facts and circumstances and to provide the Party raising the issue with their written response, including the facts and circumstances upon which they rely in asserting their response position. Within a reasonable period of time thereafter (not to exceed 15 days), the Parties shall meet, by telephone or in person, and attempt in good faith to resolve the issue informally. If the Parties do not resolve the dispute during the meeting, the complaining Party shall provide the other Party their written position regarding any outstanding issues following the first meeting. The other Party notified of the outstanding issues shall be given a reasonable period of time (not to exceed seven days) to review the complaining Party's written position and provide the complaining Party with their written position in response. Within a reasonable period of time thereafter (not to exceed seven days), the Parties shall meet for a second time, by telephone or in person, and attempt in good faith to resolve the outstanding issues informally. If a Party believes that resolution cannot be achieved following two meetings to discuss the dispute, the complaining Party shall promptly notify the other Party in writing that they are terminating discussions, and shall specify their final position with regard to resolving the dispute. The complaining Party may then petition the Court for relief.

29. If a Party believes an issue needs to be brought before the Court immediately, they shall promptly notify the other Party in writing of the issue and the facts and circumstances relied upon in asserting their position and their belief for why emergency relief must be sought, providing the other Party at least 24 hours to respond. The Parties agree to engage in an expedited conferral process in good faith, per the Court's requirements to confer.

IX. SCOPE AND EFFECT OF SETTLEMENT

30. Upon entry of the Final Approval Order, all Class Members shall be deemed to have fully, finally and forever, released, acquitted and discharged Defendant and each of its predecessors, successors, past and present executives, officers, directors, managing directors, principals, managers, members, financial and other advisors, investment bankers or advisors, underwriters, shareholders, lenders, auditors, trustees, partners, employees, agents, associates, attorneys, legal representatives, accountants, consultants, independent contractors, insurers, co-insurers, re-insurers, parents, successors in interest, companies, firms, trusts, corporations, administrators, assigns, parent companies, predecessor parent companies, predecessor affiliates, divisions, holding companies, affiliates and subsidiary companies, and the assigns and heirs of each of them (hereinafter collectively referred to as the “Released Parties”) from any and all claims and causes of action whatsoever at law or equity, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden that could have been asserted, have been asserted, or are now pending on behalf of any Class Member arising in whole or part from the facts that Plaintiffs or the Class have asserted in the above-referenced action, related to Defendant’s alleged representations regarding Dr. Guy Rosenschein, and including all such claims any Class Members have raised or might have raised now or in the future, from the beginning of time to the date of a final Settlement Agreement. (All of the foregoing is defined as “Class Released Claims.”)

31. Upon entry of the Final Approval Order, Plaintiffs shall be deemed to have fully, finally and forever, released, acquitted and discharged the Released Parties from any and all claims and causes of action whatsoever at law or equity, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden that could have

been asserted, have been asserted, or are now pending on behalf of themselves and their heirs, executors, administrators, personal representatives, successors, and assigns, and for any persons subrogated to the rights of any of the foregoing or having any rights of representation through them, including, but not limited to, all claims, demands, damages, contracts, warranties, injuries, both to person and to property, actions, causes of action, or suits of every kind and nature (including but not limited to suits for negligence or wrongful death), known or unknown, foreseen or unforeseen, existing, claimed to exist, or which may ever hereafter arise out of or result from or be incident or attributable in whole or in part to the alleged liability of the Released Parties related in any way to the alleged negligence, misrepresentations, or other fault relating to visits or treatment by any and all providers at Presbyterian from January 2014 through December 2016, including but not limited to Dr. Guy Rosenschein. This also includes release of all claims for past and future loss of enjoyment and loss of consortium and emotional distress, or other personal or economic injury or loss of any kind by Plaintiffs and release of Plaintiff McLarty's current claims in separate actions or threatened actions. Nothing in this paragraph shall be construed to constitute a release of claims by Plaintiffs' children. (All of the foregoing is defined as "Plaintiff Released Claims.")

32. Upon approval of a final Settlement Agreement, the Plaintiffs, and their attorneys, shall be completely released, acquitted, and forever discharged from any and all claims, demands, actions, suits and causes of action, whether class, individual, or otherwise in nature, arising in whole or in part out of, or resulting from, the facts that Plaintiffs have asserted in the Civil Action or their prosecution thereof, including all such claims Presbyterian has raised or might have raised arising from this Civil Action from the beginning of time to the date of a final Settlement Agreement. Presbyterian is not, however, waiving any claims it may have against

Plaintiffs that may arise between the time the Parties reached a settlement in principal (August 21, 2025) and the signing of the Settlement Agreement, such as defamation. (All of the foregoing is defined as “Presbyterian Released Claims.”)

33. Plaintiffs, and all Participating Class Members by virtue of cashing/depositing their checks for their portion of the Settlement Fund, agree to defend, protect, indemnify, and save and hold harmless the Released Parties if any person, firm, corporation, or other entity shall assert or attempt to assert any claim, action, or demand by reason of the foregoing matters, including but not limited to, any claim for subrogation, contribution, or indemnification, or arising from any actual or claimed lien or subrogation right or any claim of interest in or entitlement to all or a part of any of the proceeds of this Settlement Agreement.

34. Plaintiffs, and all Participating Class Members by virtue of cashing/depositing their checks for their portion of the Settlement Fund, including their attorneys, affirm that they are aware of certain conditional payments that have been made or which may be made in the future by or on behalf of Medicare and Medicaid for medical treatment and medical services for alleged injuries sustained as described by the Class Released Claims and Plaintiff Released Claims. Pursuant to 42 U.S.C. §§ 1395 et seq. and 42 C.F.R. §§ 411.10 et seq., the Parties acknowledge they may have a duty to consider adequately the interests of Medicare and Medicaid in this settlement by not unreasonably shifting the health care burden of the claim to Medicare, Medicaid, or Centers for Medicare & Medicaid Services (CMS). To comply with the Medicare Secondary Payer Statute (42 U.S.C. §§ 1395 et seq. and 42 C.F.R. §§ 411.10 et seq.), Plaintiffs, and all Participating Class Members by virtue of cashing/depositing their checks for their portion of the Settlement Fund, shall satisfy and discharge all claims asserted by Medicare and Medicaid from the proceeds of this settlement, and shall fully indemnify Released Parties for

all claims asserted both now and in the future, to forever hold them harmless in any claim, lien, suit, complaint, third-party complaint, third-party action, subrogation action, or any other action, howsoever it be denominated, which has been, might have been, or may hereafter be brought, against the Released Parties by Plaintiffs and Participating Class Members, their insurers, health care providers, Medicare, Medicaid, CMS, or anyone acting on behalf of or through them as a result of or arising from or relating to the Plaintiff Released Claims and Class Released Claims.

35. Plaintiffs and Participating Class Members expressly acknowledge, warrant, and agree that any unpaid or disputed bills, co-payments, claims, or any liens and/or conditional payments that may arise in the future whether related or unrelated to the Plaintiff Released Claims and Class Released Claims, are solely their responsibility and that any such obligations will be compromised, negotiated, or paid by them.

36. Except as provided in Section V, Plaintiffs and Participating Class Members also understand and agree to satisfy any subrogation claims for medical expenses made by any entity, including, but not limited to, Presbyterian Health Plan, and further agree that neither they, nor their attorneys, will claim that Presbyterian Health Plan is estopped from any subrogation rights it has by virtue of any relationship that Presbyterian Health Plan has to Defendant or by virtue of the fact that Plaintiffs and Class Members claim that Presbyterian was negligent or otherwise at fault relating to the Plaintiff Released Claims and Class Released Claims.

37. The releases set forth in this Section shall not encompass or be deemed to impair any claims that may arise out of the implementation of this Settlement Agreement or Class Counsel's or Presbyterian's agreements and responsibilities related to the resolution of these claims (the procedures for resolution being set forth under Section VIII above).

38. The provisions of this Settlement Agreement are not intended to eliminate or terminate any rights otherwise available to Plaintiffs or Class Members for acts by Defendant occurring after the date of a final Settlement Agreement, nor to eliminate or terminate any rights otherwise available to Defendant for acts by Plaintiffs occurring after the date of a final Settlement Agreement.

X. GENERAL PROVISIONS

39. On the date that the Parties have executed this Settlement Agreement, the Parties shall be bound by its terms, and this Settlement Agreement shall not be rescinded except in accordance with paragraph 43 herein. Defendant and Plaintiffs expressly reserve all of their rights if the Settlement Agreement does not become finally approved or if it is rescinded by the Plaintiffs or Defendant under paragraph 43 herein.

40. After the Court has preliminarily approved this Settlement Agreement and before the Court issues the Final Approval Order and Judgment approving this Settlement Agreement, disbursements of reasonable Claims Administration Costs may be made from the Settlement Fund.

41. Funds in the Escrow Account shall be invested in obligations guaranteed by the United States Government or its agencies or in a mutual fund investing solely in obligations guaranteed by the United States Government or its agencies. Interest will accrue to the Class and remain part of the Settlement Fund, subject to the provisions of paragraph 43 herein.

42. In no event shall Plaintiffs, Defendant, or their counsel have any responsibility, financial obligation, or liability whatsoever with respect to the investment, distribution, or administration of the Settlement Fund, including, but not limited to, the costs and expenses of

such distribution and administration, except as expressly otherwise provided in this Settlement Agreement.

43. If the Court does not approve this Settlement Agreement or any part thereof, or if such approval is materially modified or set aside on appeal, or if the Court does not enter the Final Approval Order and Judgment as provided in this Settlement Agreement, or if the Court enters the Final Approval Order and Judgment and appellate review is sought, and following appellate review, such Final Approval Order and Judgment is not ultimately affirmed upon exhaustion of the judicial process, then Defendant and Plaintiffs shall each, in their sole discretion, have the option to rescind this Settlement Agreement in its entirety, and any and all parts of the Settlement Fund, inclusive of interest accrued, shall be returned forthwith to Defendant. A modification of the proposed order with regard to its provisions for attorneys' fees or incentive awards, or a modification or reversal on appeal of any amount of Class Counsel's fees and expenses awarded by the Court from the Settlement Fund shall not be deemed a modification of all or a part of the terms of this Settlement Agreement or such Final Approval Order and Judgment.

44. Plaintiffs and Defendant agree that this Settlement Agreement, whether or not it is finally approved by the Court and whether or not Plaintiffs or Defendant elect to rescind it under paragraph 43 herein, and any and all negotiations, documents, and discussions associated with it, shall not be deemed or construed to be an admission or evidence of any violation of any statute, rule, regulation or law, or of any liability or wrongdoing by Defendant, including the Released Parties, or of the truth of any of the claims or allegations in this Civil Action, or as a concession by the Plaintiffs of any infirmity or weakness in their claims against Defendant, and evidence thereof shall not be discoverable or used directly or indirectly, in any way, whether in the Civil

Action or in any other action or proceeding. Presbyterian continues to deny liability and all of Plaintiffs' allegations, and this Settlement Agreement shall not be treated as an admission or evidence of negligence, liability, or responsibility on the part of Presbyterian, who expressly denies any negligence, liability, and responsibility.

45. The First Judicial District Court of the State of New Mexico, through the Judge assigned to the Civil Action, shall retain exclusive jurisdiction over the implementation, enforcement, and performance of this Settlement Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Settlement Agreement or the applicability of this Settlement Agreement that cannot be resolved by negotiation and agreement by Plaintiffs, any Class Member, and Defendant. This Settlement Agreement shall be governed by and interpreted according to the substantive laws of the State of New Mexico without regard to its choice of law or conflict of laws principles.

46. Defendant agrees to cooperate with Plaintiffs, if necessary, to facilitate Notice to the Class, eligibility determinations, and allocation and distribution of the Settlement Fund to Class Members.

47. This Settlement Agreement constitutes the entire agreement among Plaintiffs, Class Members, and Defendant pertaining to the Settlement of the Civil Action and supersedes any and all prior and contemporaneous undertakings of Plaintiffs, Class Members, and Defendant in connection therewith. This Settlement Agreement may be modified or amended only by a writing executed by Plaintiffs and Defendant and approved by the Court.

48. This Settlement Agreement may be executed in counterparts by Plaintiffs and Defendant.

49. Neither Defendant nor Plaintiffs, nor any of them, shall be considered the drafter of this Settlement Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Settlement Agreement.

50. Nothing expressed or implied in this Settlement Agreement is intended to or shall be construed to confer upon or give any person or entity other than Plaintiffs, Class Members, and Defendant, any right or remedy under or by reason of this Settlement Agreement.

51. This Settlement Agreement and its exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, and correspondence, shall be considered a compromise within the meaning of Rule 11-408 NMRA, and any equivalent rule of evidence or procedure of any state and, except as permitted in paragraph 52 herein, shall not (i) constitute, be construed, be offered, or be received into evidence as an admission of the validity of any claim or defense, or the truth of any fact alleged or other allegation in the Civil Action, or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of any party hereto, or as a concession by the Plaintiffs of any infirmity or weakness in their claims against Defendant; or (ii) be used to establish a waiver of any defense or right, or to establish or contest jurisdiction or venue.

52. This Settlement Agreement, and any orders, pleadings, or other documents entered in furtherance of the Settlement, may be offered or received in evidence solely (i) to enforce the terms and provisions hereof or thereof, or (ii) to obtain Court approval of the Settlement.

53. The undersigned counsel represent that they are authorized to enter into this Settlement Agreement on behalf of the Parties they represent and, on behalf of themselves and

the Parties they represent, hereby agree to use their best efforts to obtain all approvals necessary and to do all other things necessary or helpful to effectuate the implementation of this Settlement Agreement according to its terms, including the exchange of documents and materials needed for the purpose of providing the Notice and conducting any hearing, and to satisfy the material conditions of this Settlement Agreement.

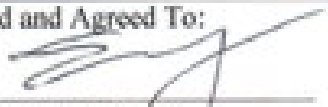
54. Time periods set forth in days herein shall be computed in accordance with Rule 1-006 NMRA.

55. Deadlines set forth herein may be modified by order of the Court.

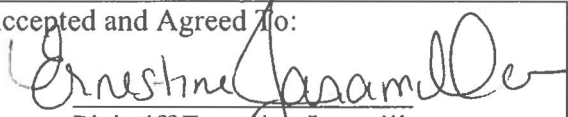
56. The date of submission of any document submitted in connection with this Agreement shall be determined as follows:

- a. Mail: Considered submitted on the postmark date.
- b. Overnight Delivery: Considered submitted on the date delivered to the carrier.
- c. Facsimile: Considered submitted on the transmission date at the local time of the submitting party.
- d. Email: Considered submitted on the date emailed at the local time of the submitting party.
- e. Text: Considered submitted on the date texted at the local time of the submitting party.
- f. Other Delivery or any situation where the governing date applicable to a category above cannot be determined: Considered submitted on the date of receipt.

The date of submission of documents submitted to Class Counsel, Defense Counsel, Defendant, or the Court rather than to the Claims Administrator shall be determined under the same criteria; to the extent subparagraph (f) applies in such circumstance, receipt by such party shall control.

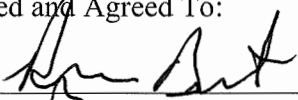
<p>Accepted and Agreed To:</p> <p></p> <p>_____ Plaintiff Eilese McLarty</p> <p><u>12-8-2025</u> Date</p>	<p>Accepted and Agreed To:</p> <p>_____ Plaintiff Ernestine Jaramillo</p> <p>_____ Date</p>
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<p>Accepted and Agreed To:</p> <p>_____ For Defendant Presbyterian Healthcare Services</p> <p>_____ Date</p>	<p>_____</p>
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<p>Accepted and Agreed To:</p> <p>_____</p> <p>Plaintiff Eilene McLarty</p> <p>_____</p> <p>Date</p>	<p>Accepted and Agreed To:</p> <p></p> <p>Plaintiff Ernestine Jaramillo</p> <p><u>11/28/25</u></p> <p>Date</p>
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<p>Accepted and Agreed To:</p> <p>_____</p> <p>For Defendant Presbyterian Healthcare Services</p> <p>_____</p> <p>Date</p>	
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Accepted and Agreed To: _____ Plaintiff Eilene McLarty _____ Date	Accepted and Agreed To: _____ Plaintiff Ernestine Jaramillo _____ Date
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Accepted and Agreed To:  _____ For Defendant Presbyterian Healthcare Services <u>12/08/25</u> Date	
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