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15 SUPERIOR COURT OF THE STATE OF CALIFORNIA
16 FOR THE COUNTY OF ALAMEDA

17 Bonita Regina and Robert Chazin, on their
own behalf and on behalf of others similarly
18 situated,

19 Plaintiffs,

20 vs.

21 Hycare, Inc.; Pratap Poddatori; Shattuck
22 Health Care, Inc.; Sanhyd, Inc.; Red Bluff
23 Health Care, Inc.; San Leandro Health Care
Center, Inc.; Willow Pass Health Care
24 Center, Inc.; Piedmont Properties, LLC; Red
Bluff Properties, LLC; SLC Properties,
25 LLC; Callan Properties, LLC; Carleton
Properties, LLC; and DOES 1 THROUGH
26 100,

27 Defendants.
28

Case No. RG12647573

**STIPULATION TO CLARIFY
SETTLEMENT AGREEMENT**

ASSIGNED FOR ALL PURPOSES TO:

Judge: Wynne Carvill
Dept.: 21

Date: December 18, 2015
Time: 9:00 a.m.
Reservation No.: R-1690997

1 IT IS HEREBY STIPULATED:

2 1. The term “unclaimed funds” in the first sentence of paragraph 7.10 of the
3 Settlement Agreement means all monies remaining in the Settlement Fund after the Settlement
4 Administrator has made all Cash Payments to Eligible Class Members in accordance with the
5 provisions of paragraphs 7.4 -7.8 of the Settlement Agreement.

6 2. With respect to the second sentence of paragraph 7.10, no request for cy pres
7 payment or supplemental attorneys’ fee payment will be submitted if the average Cash Payment to
8 Eligible Class Members is below \$500. Rather, if the Cash Payment to Eligible Class Members is
9 less than \$500, the Settlement Administrator shall make a second round of Cash Payments to
10 Eligible Class Members, unless the Court determines (based on a report from the Administrator)
11 that a second distribution is economically impracticable.

12 3. If the Court grants final settlement approval, the Settlement Administrator shall
13 disburse the Settlement Fund as follows:

14 3.1 The Class Notice Costs, and the Attorneys’ Fees and Costs and Service
15 Payments in the amounts approved by the Court, shall be paid in accordance with paragraph 7.3 of
16 the Agreement.

17 3.2 The Cash Payments shall be paid to Eligible Class Members in accordance
18 with the provisions of paragraphs 7.4 - 7.8 of the Settlement Agreement.

19 3.3 The Settlement Administrator shall use the reserve funds (authorized under
20 paragraph 7.4) to pay late (or cured deficient) claims. Uncashed checks from the initial round of
21 Cash Payments shall be added to the reserve.

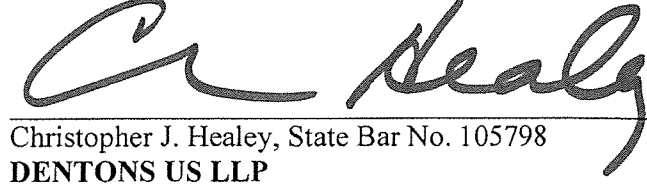
22 3.4 On or before five (5) prior to the Settlement Compliance hearing date, the
23 parties shall file a settlement status report prepared by the Settlement Administrator that includes
24 the following information: a) the number and total dollar amount of all Cash Payments made to
25 Eligible Class Members; b) the average dollar amount of all Cash Payments made; c) the number
26 and total dollar amount of all uncashed checks outstanding; d) the total dollar amount of all
27 monies remaining in the Settlement Fund; and e) if the Cash Payment made to Eligible Class
28

1 Members is less than \$500, the Administrator's recommendation as to whether a second
2 distribution of Cash Payments to Eligible Class Members is economically practicable.

3 **IT IS SO STIPULATED.**

4 Dated: December 21, 2015

By:



Christopher J. Healey, State Bar No. 105798

DENTONS US LLP

600 West Broadway, Suite 2600

San Diego, California 92101-3372

Telephone No.: 619.236.1414

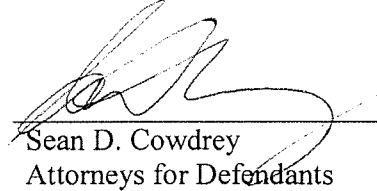
Fax No.: 619.645.5328

Attorneys for Plaintiffs

9 Dated: December 21, 2015

BEACH COWDREY OWEN, LLP

By:


Sean D. Cowdrey
Attorneys for Defendants

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