

EXHIBIT H

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF MARIN

JOHN DOE 1, JOHN DOE II, AND JOHN DOE
III, individually, and on behalf of all others
similarly situated,

Plaintiffs,

vs.

MARINHEALTH MEDICAL CENTER

Defendant.

Case No. CV0002218

(Assigned to Hon. Stephen P. Freccero)

**STIPULATED UNDERTAKING RE:
ATTORNEYS’ FEES AND
EXPENSES IN CONNECTION
WITH PROPOSED CLASS ACTION
SETTLEMENT AND PROPOSED
ORDER**

Plaintiffs John Doe I, John Doe II, and John Doe III (“**Plaintiffs**”), and MarinHealth Medical Center (“**Defendant**”) (collectively the “**Parties**”), by and through their undersigned counsel stipulate and agree as follows:

WHEREAS, the Class Counsel (as defined in the underlying Settlement Agreement) and their respective law firms desire to give an undertaking (the “**Undertaking**”) for repayment of their respective shares of the award of attorneys’ fees and costs, as is required by the Settlement Agreement.

WHEREAS, the Parties agree that this Undertaking is in the interests of all Parties and in service of judicial economy and efficiency.

WHEREAS, all capitalized terms used herein without definition shall have the same meaning, force, and effect given to them in the Settlement Agreement.

WHEREAS, Plaintiffs’ Counsel and their respective law firms desire to memorialize an undertaking for the possible repayment of their share of any Fee and Expense Award, as may be required by the Settlement Agreement and approved by the Court.

1 NOW, THEREFORE, each of the undersigned Class Counsel, on behalf of themselves as
2 individuals and as officers of their law firm, hereby submit themselves and their law firm to the
3 jurisdiction of the Court for the purpose of enforcing the provisions of this Stipulated Undertaking, as
4 well as any and all disputes relating to or arising out of the reimbursement obligation set forth herein
5 and the Settlement Agreement.

6 Class Counsel and their respective firms, and their successors and assigns, shall be liable for
7 Class Counsel's obligations to return such payments of their shares of any Fee and Expense Award
8 pursuant to this Undertaking. In the event of dissolution of Class Counsels' respective firms, their
9 shareholders shall be jointly and severally liable to return such payments.

10 Class Counsel and their respective firms, and their successors and assigns, shall be liable for
11 Class Counsel's obligations to return such payments of their shares of any Fee and Expense Award
12 pursuant to this Undertaking. In the event of dissolution of Class Counsels' respective firms, their
13 shareholders shall be jointly and severally liable to return such payments.

14 Defendant will pay Class Counsel the Court awarded attorneys' fees and costs as provided
15 in the Settlement Agreement within fifteen (15) calendar days of entry of the Court's Final Order
16 and Judgment approving the settlement and fee award, notwithstanding any appeals or any other
17 proceedings which may delay the Effective Date of the Settlement.

18 If the Final Approval Order and Judgment or any part of it is overturned, reduced, vacated,
19 or otherwise modified prior to the Effective Date, then within forty-five (45) days of such event
20 Class Counsel shall be obligated by Court order to return their shares of any difference between the
21 amount of the original award and any reduced award. If the Settlement remains in force, the
22 difference shall be returned to the Settlement Fund; if the Settlement is not in force, the difference
23 shall be returned to Defendant. The terms set forth herein are incorporated into this Class Action
24 Settlement Agreement and shall be binding as if fully set forth herein.

25 This Undertaking and all obligations set forth herein shall expire upon finality of all direct
26 appeals of the Final Order and Judgment.

27 In the event Class Counsel fails to repay to Defendant their respective shares of any
28 attorneys' fees and costs that are owed pursuant to this Undertaking, the Court shall, upon

application of Defendant, and notice to Class Counsel, summarily issue orders, including but not limited to judgments and attachment orders against Class Counsel for their share of the unpaid sum.

The undersigned stipulate, warrant, and represent that they have both actual and apparent authority to enter into this stipulation, agreement, and undertaking on behalf of their respective law firms and client-parties to this action.

The undersigned declare under penalty of perjury under the laws of the State of California and the United States that they have read and understand the foregoing, and that it is true and correct.

IT IS SO STIPULATED THROUGH COUNSEL OF RECORD:

DATED: March 5, 2025

CLARKSON LAW FIRM, P.C.



Ryan J. Clarkson
Yana Hart
Bryan P. Thompson

DATED: March 5, 2025

ALMEIDA LAW GROUP LLC



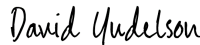
Matthew J. Langley

Attorneys for Plaintiffs

DATED: March 5, 2025

CONSTANGY, BROOKS SMITH & PROPHETE LLP

Signed by:



David A. Yudelson

Attorney for Defendant