

INDIVIDUAL SETTLEMENT AGREEMENT AND RELEASE

This Individual Settlement Agreement and Release ("Settlement Agreement") is made effective on the date of the delivery to counsel for the County of Los Angeles, California, ("County") of a completed and fully-executed Settlement Agreement by all Parties (the "Effective Date"), subject to the satisfaction, or waiver by County (in its sole discretion), of the Conditions Precedent described in Paragraph 3 herein.

1. **Parties:** The Parties to this Settlement Agreement are

(a) _____ ("Plaintiff"), the Plaintiff in Case No. _____, part of the Proceeding Case No. _____ ("Action"); and

(b) The County of Los Angeles.

2. **Settlement:** The Parties wish to resolve the Action and all of Plaintiff's related claims against the County and every named defendant ("Settling Defendants") except for certain non-County-affiliated defendants specified in Paragraph 9(a) herein ("Non-Settling Defendants") without the necessity of further litigation.

3. **Conditions Precedent:** This Settlement Agreement is entered into as part of a global settlement and release of nearly all claims against the County pending or within the scope of the Coordination Orders in the Los Angeles County Camp Cases, MacLaren Hall Cases, and Los Angeles Foster Care Cases as of March 31, 2025 ("Global Settlement") as further documented in that binding Master Settlement Agreement among the County and the plaintiff claimants by their counsel named therein (the "MSA"). County has the right to rescind and cancel the Global Settlement and all individual settlements, including this Settlement Agreement, subject to the satisfaction of other conditions as stated therein ("Right to Rescind") and if a specified number of plaintiffs do not elect to participate in the Global Settlement.

4. **Total Settlement Amount:** The total, aggregate dollar amount of the settlement of claims in the Global Settlement is \$4,000,000,000 (Four Billion Dollars) ("Total Settlement Amount"). The Total Settlement Amount will be allocated by a Court-appointed Claims Administrator amongst each and every Settling Plaintiff as defined in the MSA. By signing this Settlement Agreement, the Plaintiff agrees to accept the amount as determined by the Claims Administrator and consistent with the Allocation Protocol and allocation processes discussed in Paragraph 6 below.

5. **CMO Withholding:** The parties will stipulate to the issuance of a Case Management Order ("CMO") in the cases set forth in Section 2.b of the MSA whereby the County shall withhold six-tenths of one percent (0.6%) of the Total Settlement Amount in order to pay the assessment for the Expense Fund established in accordance with the CMO.

6. Allocation of the Total Settlement Amount:

(a) Plaintiff agrees that the Honorable Lou Meisinger (Ret.) will be the Claims Administrator for Plaintiff's case and that Meisinger, or one or more allocators that he employs, will decide the amounts allocated to Plaintiff. By signing this Settlement Agreement, Plaintiff agrees to accept the allocation Meisinger assigns in full payment and satisfaction of Plaintiff's claims.

(b) The Total Settlement Amount will be allocated among all of the plaintiffs with claims against the County, including Plaintiff, in the Global Settlement pursuant to and in accordance with the terms and conditions set forth in a separate agreement by and among those participating plaintiffs ("Allocation Agreement"). The method and manner by which the Total Settlement Amount is allocated pursuant to the Allocation Agreement is the sole and exclusive responsibility of Judge Lou Meisinger (Ret.) in consultation with the plaintiffs and their counsel in the Global Settlement. County shall have no responsibility of any sort in connection with the allocation process other than to provide available data associated with placement of Plaintiff as a minor in one or more County of Los Angeles facilities and other information or documentation consistent with the allocation protocol. Plaintiff represents and warrants that he/she/they has agreed to and is bound by the terms of the Allocation Agreement and agrees that the amount of the Total Settlement Amount allocated to him/her/them ("Plaintiff's Final Allocated Settlement Amount") is in full settlement for all claims released hereunder. Plaintiff further agrees to accept the Plaintiff's Final Allocated Settlement Amount in full satisfaction of such claims and understands that Defendant Releasees, as defined below, will have no further economic obligations of any nature to Plaintiff.

(c) Within 30 days following the conclusion of the allocation process, Plaintiff shall execute and provide to County a completed Exhibit A to include Plaintiff's Final Allocated Settlement Amount. County will disclose the details of Plaintiff's allocation only when required by law, public records act request or as necessary to be disclosed in connection with the litigation of non-released claims, the litigation of indemnity or insurance coverage claims not released herein, the securing of judgment bond financing, good faith settlement determinations, and as otherwise judicially ordered.

7. Payment of Total Settlement Amount for All AB 218 Claims: Unless County exercises its Right to Rescind, it shall pay the Total Settlement Amount at the times and in the manner set forth below to fully and finally settle the Settled Claims. County shall have no obligation to pay any amount if it exercises its Right to Rescind. All payments shall be made to a collective Qualified Settlement Fund Account ("QSF"), as that term is defined by U.S. Treasury Regulation Section 1.468B-1(c).

(a) **Settlement Amount:** County shall pay a total of \$4,000,000,000 (Four Billion Dollars) ("Settlement Amount") at the times and in the manner set forth below to fully and finally settle the Settled Claims as to all Settling Defendants (as defined below).

(b) **Future Claim Fund:** The County shall set aside out of the \$4 Billion Settlement Amount the sum of \$200,000,000.00 (Two-Hundred Million Dollars) for claims that are not filed or identified to counsel for the County of Los Angeles until after December 31, 2024 ("Future AB 218 Claims"). For this purpose, \$50,000,000.00 (Fifty Million Dollars) shall be set aside from each of the first four payments identified in subsection (c), below.

(c) **Payment of Settlement Amount:** Unless it otherwise rescinds and cancels the settlement, County shall pay the Settlement Amount as directed by the Law Firms, including to one or more collective Qualified Settlement Fund Accounts, as follows:

- i. By the later date of January 15, 2026 or 60-days after the Final Judgment on the Validation Action ("Initial Payment Date") subject to adjustment for unanticipated financing delays County shall pay a first installment of \$800,000,000 (Eight Hundred Million Dollars); and
- ii. By the later date of January 15, 2027, or by the 1-year anniversary of the Initial Payment Date, the County shall pay its Second installment of \$800,000,000 (Eight Hundred Million Dollars); and
- iii. By the later date of January 15, 2028, or by the 2-year anniversary of the Initial Payment Date, the County shall pay its Third installment of \$800,000,000 (Eight Hundred Million Dollars); and
- iv. By the later date of January 15, 2029, or by the 3-year anniversary of the Initial Payment Date, the County shall pay its Fourth installment of \$800,000,000 (Eight Hundred Million Dollars); and
- v. On the later date of January 15, 2030, or by the 4-year anniversary of the Initial Payment, the County shall pay its Fifth and final installment \$800,000,000 (Eight Hundred Million Dollars).

8. **No Other Claims:** Plaintiff represents that there are no pending claims, litigation or other proceedings against or contemplated to be brought by him/her/them against any of the Defendant Releasees or any other party (except those identified in Paragraph 9(a)) with respect to, or in any way related to, the matters asserted or that could have been asserted in the Action and the consequences thereof.

9. **Mutual Releases:**

(a) Every settling plaintiff ("Settling Plaintiff") as defined in the MSA will release (and absent the need for financing judgments, dismiss with prejudice) every named defendant ("Settling Defendants") except for certain non-County-affiliated

defendants (“Non-Settling Defendants”) who will be identified by Law Firms by May 1, 2025.

Plaintiff hereby agrees to stipulate to a judgment to be filed with the Superior Court as and in the form as may be determined by the County to be necessary to the securing of judgment bond financing; provided that the stipulated judgment incorporates and is not inconsistent with Plaintiff’s Final Allocated Settlement Amount and that the stipulated judgment incorporates and is not inconsistent with the terms hereof.

With the exception of the Non-Settling Defendants, every Settling Plaintiff, including Plaintiff, shall release the Settling Defendants and all other persons and entities of any kind or nature, wherever located, whether known or unknown, whether named or unnamed as a party in the pending AB 218 litigation (“Claim”) who were, are, or in the future may be responsible in any way for that Settling Plaintiff’s injuries and damages alleged in that claim or that could have been alleged in that claim, including any and all of the Settling Defendants’ and other foregoing persons’ and entities’ respective principals, agents, employees, clergy, members of religious orders, volunteers, directors, officers, trustees, shareholders, attorneys, accountants, advisors, affiliates, subsidiaries, divisions, parent companies, insurers, reinsurers, insurance agents, sureties, and bonding companies (collectively, “the Defendant Releasees”), from and against any and all causes of action, claims, damages, demands, liabilities, contracts, costs and obligations of every kind, known and unknown, contingent or noncontingent, matured and unmatured, which the Settling Plaintiff now has, has had, or may have in the future by virtue of any act, matter, cause, omission, or thing whatsoever up to the Effective Date of this Settlement Agreement arising out of, or in any way relating to the Claim, or any other claims that could have been asserted in that claim.

Notwithstanding any other provision in this Settlement Agreement, the following non-County-affiliated Defendant(s) named in this Action are the Non-Settling Defendants and are not included among Defendant Releasees: _____ (collectively, the “Non-Released Defendants”).

Plaintiff’s claims against the Non-Released Defendants are not affected by this Settlement Agreement in any way, and Plaintiff’s claims against the Non-Released Defendants are neither released nor dismissed. This Settlement Agreement shall be of no force or effect and shall not release any claims against any Non-Released Defendant.

- (a) County generally releases Plaintiff as well as his/her/their agents, servants, attorneys, executors, administrators and other representatives from any and all causes of action, claims, demands, liabilities, contracts, costs and obligations of every kind, known and unknown, matured and unmatured, which the County now has, heretofore has had, or may have in the future by virtue of any act, matter, cause, omission, or thing whatsoever up to the Effective Date of the Settlement Agreement arising out of or in any way relating to the Settled Claim (“Plaintiff Releasees”).

- (b) It is further understood and agreed that all rights under Section 1542 of the Civil Code of California, and any similar law of any State or Territory of the United States, are expressly waived. Said Section reads as follows:

SECTION 1542: A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

- (c) The Parties acknowledge that they may each hereafter discover facts or interpretation of the law different from, or in addition to, those which they now know or believe to be true. The Parties agree that this Settlement Agreement in its entirety shall be and shall remain effective in all respects notwithstanding such different or additional facts or interpretation of the law and the subsequent discovery of them.

10. Limitation on Releases and Indemnification: The release provisions above are not intended by the Parties to apply to claims to enforce this Settlement Agreement. Any controversy, claim or dispute arising out of or relating to the scope of this general release or its exceptions set forth in this Settlement Agreement shall be submitted for binding and final determination to Hon. Lou Meisinger (Ret.) or an agreed-upon alternative mediator should Judge Meisinger be unavailable.

11. Dismissal: Plaintiff shall execute and deliver to County an original Request for Dismissal of the Action with prejudice as to County in the form attached as Exhibit B, which County shall hold in trust and shall be authorized to file with the Superior Court upon full payment of the Total Settlement Amount.

12. Plaintiff's Expenses and Liens:

(a) Plaintiff shall bear his/her/their own medical expenses, loss of earnings, tax obligations, lien expenses, and all damages or losses of any type whatsoever, without limitation. Plaintiff warrants that any and all liens against or tax obligations arising from his/her/their recovery in his/her/their action will be satisfied by Plaintiff. Plaintiff agrees that no payments shall be made to him/her from the Total Settlement Amount unless and until California Medi-Cal confirms that it will not assert any reimbursement claim or lien with respect to compensation awarded to Plaintiff. Plaintiff acknowledges that to the extent any lien for Medicare Part A, B, C, and/or D conditional payments is asserted in relation to this Release, Plaintiffs' counsel or their assigned Medicare lien resolution partner shall be solely responsible for full resolution and satisfaction of any such lien. Plaintiffs' counsel or their assigned Medicare lien resolution partner agrees to make payment directly to Medicare or the appropriate recovery contractor/collector for the final Medicare lien amount. Plaintiff also agrees that he/she/they will provide written confirmation from Medicare or its recovery contractor to the Released Party that the final Medicare lien amount has been fully satisfied. Plaintiffs' counsel shall be responsible for

managing and funding the Medicare lien release process with the input and oversight of the County. Plaintiff agrees to indemnify and hold harmless the Defendant Releasees for those obligations and/or liens arising from his/her/their claim or recovery. In particular, but without limiting the foregoing, following the Effective Date of this Settlement Agreement, the Defendant Releasees shall have no obligation to pay for, or reimburse, any expenses on behalf of plaintiffs for any therapy or counseling sessions. It is further understood and agreed that Plaintiff agrees to indemnify, hold harmless, and defend Defendant Releasees of and from any and all liability, actions, judgments or demands arising from or in any way connected to or with any subrogation claims, liens, or statutory liens (federal or state, specifically including, but not limited to, Medicare Part A, B, C, and/or D liens for conditional payments, Medicaid liens, or any other lien which may be made in the future. Plaintiff agrees to waive any and all potential/future claims against the Defendant Releasees arising out of any state or federal statute relating to medical care payments, including but not limited to any and all potential/future claims against the Defendant Releasees pursuant to The Medicare Secondary Payer Act, 42 U.S.C. § 1395y(b) et seq.

(b) As a part of this Release, there may be an MMSEA Section 111 Mandatory Insurer Reporting Obligation. Plaintiff agrees to provide the Releasees within thirty (30) days of their request any and all information required for compliance with the Medicare Mandatory Insurer Reporting requirement, 42 U.S.C. § 1395y(b)(8). Plaintiffs' counsel, or its assigned Medicare Section 111 Reporting partner, shall assist in the collection and transmission of this information to any extent necessary with the input and oversight of the County to ensure the satisfaction of any Section 111 Reporting obligation. The assigned Medicare Section 111 Reporting partner shall provide the Releasees with proper documentation that any reporting obligation has been met, including, but not limited to, transmission records and CMS disposition results.

(c) Plaintiff agrees, on his/her/their behalf and on behalf of his/her/their heirs, executors, administrators, successors and/or assigns, that Plaintiff is solely responsible to satisfy any and all valid liens (other than the Medicare Parts A & B, C and/or D and Medicaid liens resolved by Plaintiffs' counsel and/or their assigned Medicare lien resolution partner) that have been asserted and/or which could be or may be asserted for reimbursement by a third party as a result of the claims being resolved pursuant to this Settlement Agreement and that the County has no obligation to resolve the same.

(d) Plaintiff further warrants and represents that he/she/they will satisfy any and all medical, workers' compensation and legal liens, and future medical expenses, including interest thereon, and shall hold Defendant Releasees harmless from and indemnify each of them, from any claims by any person, organization, attorney, physician, or entity who enjoy, by virtue of statute or otherwise, any right to a portion of any payment to Plaintiff.

13. Successors and Assigns: The Parties hereto further agree that this Settlement Agreement shall be binding upon their successors, assigns, heirs, executors, administrators, spouses, associates, partners, officers, directors, shareholders, servants, agents, attorneys, employees, insurance companies, bonding companies, sureties and affiliates.

14. **Authority:** The Parties each represent and warrant that they have the sole right and exclusive authority to execute this Settlement Agreement, that they are not restricted in doing so, and that they have not sold, assigned, transferred, conveyed, hypothecated or otherwise disposed of any claim or demand relating to any matter covered by this Settlement Agreement. Each Party further agrees to indemnify the other (and, in the case of Plaintiff, the County and Releasees) from any and all claims, demands, loss, damage, liability and expense, including costs of suit and reasonable attorneys' fees, resulting from any breach of the representations or warranties contained in this Settlement Agreement.

15. **Advice of Counsel:** Plaintiff acknowledges that he/she/they has been represented by counsel of his/her/their choice leading up to the execution of this Settlement Agreement and that he/she/they has read this Settlement Agreement and has had it fully explained to him/her/them by counsel.

16. **Representation by Counsel:** Counsel for Plaintiff represents and warrants that he/she/they has validly obtained, in compliance with all applicable laws and rules of professional conduct, the express and knowing authority of Plaintiff to enter this Settlement Agreement.

17. **Choice of Law and Forum:** If any action is commenced to enforce or interpret any of the provisions of this Settlement Agreement, the Parties agree that this Settlement Agreement shall be interpreted, enforced and governed by the law of the State of California, exclusive of California law pertaining to conflicts of law. The Parties agree that this Settlement Agreement constitutes a written stipulation within the provisions of California Code of Civil Procedure section 664.6 and may be enforced pursuant to the terms of that section. The Los Angeles Superior Court will retain jurisdiction to enforce this Settlement Agreement pursuant to California Code of Civil Procedure section 664.6. The Parties agree that any action to enforce this Settlement Agreement, or any right hereinafter, must be brought in a Court having its situs within the County of Los Angeles, State of California, and no other Court.

18. **No Admission of Liability:** This Settlement Agreement is the resolution of disputed claims and is not an admission of liability on the part of any Party or parties released, which liability is expressly denied.

19. **Attorneys' Fees and Costs:** Except as stated in Paragraphs 14 and 30, each of the Parties shall bear his/her/their/its own attorneys' fees and costs incurred in connection with the Action. In any action brought to enforce the terms of this Settlement Agreement and general release, the prevailing party shall be entitled to recover its reasonable fees and costs.

20. **Confidentiality:** By checking the request for confidentiality on Exhibit A, this Settlement Agreement, including the Settlement Amount, shall be kept confidential to the extent not otherwise prohibited by Code of Civil Procedure section 1002, or as required by law, court order or a public records request, except as necessary to be disclosed in connection with the litigation of non-released claims, the litigation of indemnity or

insurance coverage claims, good faith settlement determinations, if any, and as otherwise required or judicially ordered. Upon receipt by County of any public records act request that seeks information involving the name of or amount received by any individual under this Settlement Agreement, County shall promptly notify Counsel for that individual. For the avoidance of doubt, factual information related to the Action is not confidential under any circumstances and this provision shall not in any way prohibit anyone from reporting to, or communicating with, law enforcement. The Parties acknowledge no consideration is being exchanged for this confidentiality provision

21. Representations and Warranties: By his/her/their/its signature to this Settlement Agreement, each and every person or entity represents and warrants:

(a) That he/she/they/it has the legal competence, capacity, and authority to enter into this Settlement Agreement on his/her/their/its own behalf, or on behalf of the entity on whose behalf this Settlement Agreement is signed; and

(b) That he/she/they/it has had the full opportunity to investigate and review the claims and any defenses thereto, and make this agreement and enters into this Settlement Agreement with full knowledge of such investigation and review.

22. Representation of No Knowledge of Other Actions: Plaintiff represents that he/she/they is not aware of any other claims arising from or related to childhood sexual abuse he/she/they may have against any of the Defendant Releasees.

23. No Presumption against Drafter: This Settlement Agreement has been prepared by the combined efforts of all of the Parties and their respective counsel. No presumptions shall be deemed to exist in favor of or against any Party as a result of the preparation or negotiation of this Settlement Agreement.

24. Execution of Counterparts: This Settlement Agreement may be executed in identical counterparts, which when taken together shall be deemed an original.

25. Compensation for Injuries: The payments under this Settlement Agreement are deemed as compensation on account of personal injury and physical sickness of the Plaintiff arising from an occurrence, within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986, as amended. The payments under this Settlement Agreement are not intended by the Parties to constitute punitive damages, lost wages, or economic damages, in part or in whole. In this regard, Plaintiff hereby expressly releases and holds the Settling Defendants and the other Defendant Releasees harmless from any liability arising from Plaintiff's expressed intent, characterization, or tax treatment of this Settlement Agreement. In addition, the Parties agree that in any subsequent trial between any of the Plaintiffs and any Non-Settling Defendant, the Non-Settling Defendant shall not be bound by the characterization of the settlement funds referred to herein, and the trial court or jury will be free to determine the allocation between the economic damages and non-economic damages compensated for by the settlement monies paid pursuant to this Settlement Agreement. Plaintiff, for and on behalf of himself/herself/theirself, his/her/their spouse (if any), and his/her/their successors-in-

interest, hereby waives any and all claims or causes of action that may have arisen to date against any and all Settling Defendants and the other Defendant Releasees for punitive, exemplary, loss of earnings, and/or economic damages of any type arising from, connected with, or in any way relating to the damages or injuries alleged in the Action.

26. **Full and Final Agreement:** This Settlement Agreement, including the attached Exhibits, which are incorporated by reference, constitutes the full and final agreement between the Parties. This Settlement Agreement specifically supersedes all prior negotiations, representations and/or agreements. By entering into this Settlement Agreement, no Party is relying on any representation or understanding outside of the express written terms of this Settlement Agreement. This Settlement Agreement may be amended only by written instrument executed by all of the Parties hereto.

27. **No Benefit to Non-Parties:** Except for the Defendant Releasees, this Settlement Agreement is not intended to confer any benefit upon any person or entity not a party to it, and no provision herein shall have any such effect.

28. **Materiality:** All Parties expressly acknowledge and agree that each and every term and condition of this Settlement Agreement constitutes a material part of the bargained for consideration which has induced the Parties to enter into this Settlement Agreement.

29. **Prohibition against Oral Waiver:** No waiver of any of the terms of this Settlement Agreement shall be valid unless in writing and signed by the party to be charged thereby.

30. **Remedies in Event of Breach of Agreement:** In the event of a breach of or dispute concerning this Settlement Agreement, all legal and equitable remedies may be employed, including but not limited to temporary restraining orders and preliminary injunctions, the support for which will be based on this Settlement Agreement and declarations or other prima facie proof of a violation of the terms herein. In the event it is necessary to seek legal action to enforce the provisions of this Settlement Agreement, the prevailing party shall be entitled to the recovery of reasonable attorneys' fees and costs of suit incurred, through and including any appeal thereof.

31. **Amendments:** This Settlement Agreement may not be amended except by an agreement in writing signed by the Party or Parties to be charged or bound by such amendment.

32. **Circular 230 Disclaimer:** Each Party to this Settlement Agreement acknowledges and agrees that (1) no provision of this Settlement Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisors, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR part 10, as amended); (2) each Party (a) has relied exclusively upon his or her or its own, independent legal and tax advisors for advice (including tax advice) in connection with this Settlement Agreement, (b) has not

entered into this Settlement Agreement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any communication or disclosure by an attorney or advisor to any other Party to avoid any tax penalty that may be imposed on that Party; and (3) no attorney or advisor to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or advisor's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by that Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Settlement Agreement.

33. **List of Exhibits:** For purpose of reference, the following is a brief description of each of the Exhibits that is attached to and is a part of this Settlement Agreement:

- Exhibit "A" Acknowledgment of Individual Settlement Agreement and Release; and
- Exhibit "B" Request for Dismissal of the Action with prejudice.

The foregoing is agreed to by the signatories hereto on the date immediately adjacent to their signatures, with the understanding that this Settlement Agreement shall only become effective as of the Effective Date.

PLAINTIFF:

Dated: _____

Print Name: _____

COUNTY OF LOS ANGELES:

Dated: _____

By: _____

Signatures Continued on Next Page

PLAINTIFF'S COUNSEL
(as to Paragraphs 12 and 16
only):

Dated: _____

By: _____
Firm: _____

EXHIBIT A

**ACKNOWLEDGEMENT
OF INDIVIDUAL SETTLEMENT AGREEMENT AND RELEASE**

My full legal name, including any middle name, is _____.

I am a Plaintiff in Case No. _____, part of the Judicial Coordination Council Proceeding Case No. _____, pending in the Los Angeles Superior Court. I am identified in the complaint by the fictitious name: _____.

For purposes of lien verification and resolution:

- a. My social security number is _____;
- b. My date of birth is _____;
- c. My address is _____;
- d. The date(s) of alleged abuse was/were _____.

I have read the foregoing INDIVIDUAL SETTLEMENT AGREEMENT AND RELEASE ("Settlement Agreement"), have had the opportunity to review it with my counsel, and understand and agree to all of the terms set forth therein as they apply to me, and incorporate all of the terms of the Settlement Agreement into this document as though fully set forth herein.

I have been advised that the County has the Right to Rescind and cancel the Settlement Agreement (as specified therein), subject to the satisfaction of certain conditions as stated therein and the agreement to settle and release having been obtained from a specified number of plaintiffs involved in these similar cases.

My Plaintiff's Final Allocated Settlement Amount is \$_____.

_____ I request confidentiality, as provided in Paragraphs 6(c) and 18 of the Settlement Agreement, to the extent permissible under California Law.

DATED: _____

By: _____

Print Name: _____

EXHIBIT B
REQUEST FOR DISMISSAL OF ACTION WITH PREJUDICE

[See attachment]