

**KAISER VIDEO TELEMEDICINE ACCESSIBILITY
SETTLEMENT AGREEMENT**

This Settlement Agreement (“Agreement”) is entered into by and between Kaiser Foundation Health Plan, Inc., Southern California Permanente Medical Group, and The Permanente Medical Group, Inc. (collectively, “Kaiser”), and Leah Bornstein (“Claimant”), for the purposes and on the terms specified in this Agreement. This Agreement operates in conjunction with the Confidential Addendum executed with this Agreement. Together Claimant and Kaiser are referred to as “the Parties.” Together this Agreement and the Confidential Addendum are referred to as “the Full Agreement.”

RECITALS

This Agreement is based on the following facts:

A. Claimant is Kaiser Member who is deaf and resides in California.

B. On June 29, 2021, Claimant sent a letter to Kaiser, on behalf of herself and all similarly situated deaf and hard of hearing Kaiser Members in California, alleging accessibility barriers to video telemedicine for Kaiser Members in California who are deaf and hard of hearing. In the letter, Claimant invited Kaiser to engage in Structured Negotiations to discuss improvements or modifications to Kaiser’s:

- i. Provision of video telemedicine for Kaiser Members who are deaf and hard of hearing and wish to use Kaiser video telemedicine services.
- ii. Policies, practices, procedures, trainings, equipment, technology, and service contracts relating to or affecting full and equal access to Kaiser’s video telemedicine information and services for Kaiser Members who are deaf and hard of hearing.
- iii. Provision of accessible and “deaf friendly” grievance procedures for Kaiser Members who are deaf and hard of hearing.

C. On February 8, 2022, the Parties executed an agreement to engage in Structured Negotiations in connection with the claims Claimant raised on behalf of herself and Kaiser Members in California who are deaf and hard of hearing

regarding accessibility barriers to using Kaiser's video telemedicine services. Since that time, the Parties have worked together in good faith to resolve those claims.

D. The Parties enter into this Agreement to resolve Claimant's claims and to avoid the burden, expense, and risk of litigation. This Agreement and the Confidential Addendum (together the Full Agreement) and their terms and provisions, including these Recitals, shall not be offered or received as evidence or used for any purpose whatsoever against Kaiser in any action or proceeding, including as an admission or concession of any violation or failure to comply with any applicable law, other than a proceeding to enforce the terms of the Full Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. Definitions.

The following terms used in the Full Agreement are defined as follows:

1.1. ASL: American Sign Language.

1.2. Automated Captioning: Captioning generated by automatic speech recognition technology.

1.3. Best Efforts: Taking in good faith reasonable steps to achieve an objective, and carrying the process to its logical conclusion, in light of the goal of ensuring access to Kaiser Members who are deaf and hard of hearing.

1.4. Captioning: The process of converting all audio content of a Video Appointment, including spoken words, speaker identification, and sounds, into text and displaying it visually on a screen. Appropriate captioning is verbatim and does not include methods of paraphrasing.

1.5. Captions: A verbatim conversion of all content of the audio into text, which are synchronized and appear as close as possible to the same time as the audio is delivered, and are sufficient in size and contrast to ensure readability. As used in this Agreement, Captions may be delivered through Integrated Live Captioning, through an integrated automated system that is activated for the Video Appointment, or, during the time period set forth in Section 3.3, below, through Live Captioning that is displayed on a non-Integrated screen.

1.6. Claimant’s Counsel: Disability Rights Education & Defense Fund (DREDF) and Goldstein, Borgen, Dardarian & Ho (GBDH) (collectively, “Claimant’s Counsel”).

1.7. Effective Communication: Consistent with the standards set forth in 45 C.F.R. § 92.102.

1.8. Effective Date: The last date this Agreement is signed by any Party below.

1.9. Integrated: Included as a live, on-screen video participant or feature embedded in a Video Appointment.

1.10. Kaiser Member: An individual who is enrolled in any Kaiser health plan.

1.11. Kaiser Profile: Personal information about a Kaiser Member that is held in Kaiser’s data information system and can be accessed by Kaiser practitioners and staff electronically as well as by Kaiser Members via contacting Kaiser.

1.12. Live Captioning: Captioning provided by a Qualified Professional Captioner.

1.13. Qualified Deaf Interpreter: A deaf person with native or near-native fluency in sign language who interprets and facilitates communication with individuals who are Deaf, hard of hearing, and Deaf-Blind, and DeafDisabled. A Qualified Deaf Interpreter in a medical setting often works with a Qualified Sign Language Interpreter as part of a relay interpreting team and may provide important information about how the patient communicates. A Qualified Deaf Interpreter may be assigned to facilitate communication between a provider and a person who uses their own signs, home signs, or sign language that is distinct to a particular country, region, or community, or who is experiencing mental distress, and/or who has additional disabilities that impact their ability to be understood by Qualified Sign Language Interpreters.

1.14. Qualified Professional Captioner: A captioning professional with a Certified Realtime Captioner certification from the National Court Reporters Association, or an equivalent certification, who provides accurate, Live Captions that meet industry standards.

1.15. Qualified Sign Language Interpreter: A sign language interpreter who is able to interpret effectively, accurately and impartially, both receptively and expressively, in a medical setting, using any necessary specialized vocabulary. A Qualified Sign Language Interpreter in a medical setting may include an American Sign Language interpreter who holds one of the following certifications: Registry of Interpreters for the Deaf (RID), National Interpreter Certification (NIC), National Association for the Deaf, Advanced (Level IV), or Master (Level V), or American Consortium of Certified Interpreters (ACCI) Levels IV and V.

1.16. Video Appointment: Any provision of Kaiser member-facing services that Kaiser directly provides to Kaiser Members through video conferences, including appointments with physicians, nurses, therapists, and other medical personnel, mental health services, classes, and support groups. Information and services provided by third parties are excluded from this definition.

1.17. Zoom: Internet-based virtual video meeting technology licensed from Zoom Video Communications, Inc. Zoom video meeting technology currently includes options for Integrated sign language interpreting (including relay interpreting with the use of a Qualified Deaf Interpreter), Integrated Captioning (including Live Captioning and automatic Captioning), and a chat feature.

2. Duration of Agreement.

The terms of the Full Agreement shall remain in effect for one year from the later of the completed rollout of the technology described in Paragraph 3.2 or the Effective Date.

3. Video Appointment Accessibility.

3.1. Ongoing Obligations as of the Effective Date.

3.1.1. Kaiser will provide Effective Communication in web-based Video Appointments for Kaiser Members in California who are deaf and hard of hearing.

3.1.2. Kaiser will ensure that the Zoom platform it uses to conduct web-based Video Appointments is configured so as to provide Effective Communication for Kaiser Members in California who are deaf and hard of hearing.

3.1.3. Once Zoom is implemented, Kaiser will use Best Efforts to ensure that Qualified Sign Language Interpreters, Qualified Deaf Interpreters, and Qualified Professional Captioners engaged for Video Appointments with Kaiser Members who are deaf or hard of hearing join the appointment by the time the patient and provider join the appointment, to avoid gaps in communication. If the interpreter does not join by the time the patient and provider join, the provider will inform the patient via chat that the interpreter will join shortly and then the appointment will begin.

3.1.4. Kaiser will use Best Efforts to ensure that Qualified Sign Language Interpreters, Qualified Deaf Interpreters, and Qualified Professional Captioners with whom Kaiser contracts to perform services in Video Appointments have appropriate technology to join and conduct Video Appointments without significant disruptions to live video.

3.1.5. Kaiser will ensure that any facilities where Kaiser programs host Video Appointments will have adequate internet bandwidth and other technical capabilities to host Zoom meetings with live video without significant disruptions and with all the features outlined in Section 3.2.1 enabled.

3.2. Use of Zoom for Video Telemedicine.

3.2.1. Kaiser has adopted Zoom as its platform for conducting Video Appointments, with the following accessibility features: (a) Integrated chat function, (b) Integrated, automated Captioning, (c) the capacity to join a Qualified Sign Language Interpreter, Qualified Deaf Interpreter, and/or Qualified Professional Captioner into the Appointment as Integrated participant(s); (d) the capacity for Live Captioning to be Integrated, and (e) the capacity for Appointment participants to view all other participants side by side or to pin specific participants.

3.2.2. By no later than July 31, 2024, all Kaiser classes, group visits, and appointments for individual patients that are provided with Video Telemedicine in California will utilize Kaiser's Zoom platform and the accessibility features listed in 3.2.1. for conducting Video Appointments with Kaiser Members who are deaf and hard of hearing.

3.3. Interim Measures Pending Adoption of Zoom.

3.3.1. Pending its adoption of the Zoom platform for conducting Video Appointments, Kaiser classes, group visits, and appointments for individual patients that presently use either the Health Care Anywhere (HCA) platform or the Video Visit platform will continue to do so.

3.3.2. For all classes, group visits, and appointments for individual patients using the HCA platform, Kaiser will ensure that the following accessibility features are available for Video Appointments with Kaiser Members who are deaf and hard of hearing: (a) a chat function, (b) Integrated Qualified Sign Language Interpreter and Qualified Deaf Interpreter services, (c) non-Integrated Live Captioning, and (d) the capacity for Appointment participants to view all other participants side by side or to pin specific participants.

3.3.3. For all classes, group visits, and appointments for individual patients using the Video Visit Platform, Kaiser will ensure that the following accessibility features are available for Video Appointments with Kaiser Members who are deaf and hard of hearing: (a) Integrated Qualified Sign Language Interpreter and Qualified Deaf Interpreter services, (b) non-Integrated Live Captioning, and (c) a method for communicating via an alternate manner during Video appointments. To facilitate (c), Kaiser will educate staff who participate in Video Appointments with Kaiser Members who are deaf or hard of hearing regarding how to communicate via an alternate manner during Video Appointments, and how to provide information to Kaiser Members who are deaf and hard of hearing regarding how to communicate via that alternate manner during Video Appointments.

3.4. Scheduling Video Appointments.

3.4.1. Kaiser will allow Kaiser Members who are deaf and hard of hearing to indicate on their Kaiser Profiles their preference for one of or a combination of the following Video Appointment accessibility options: (i) an Integrated Qualified Sign Language Interpreter; (ii) an Integrated Qualified Deaf Interpreter; (iii) Captioning (automatic or Live Captioning by a Qualified Professional Captioner); as well as (iv) any gender preference for interpreters.

3.4.2. As set forth in Sections 4.1. and 5, below, Kaiser will train staff that schedule Video Appointments with a Kaiser Member to review the information provided in 3.4.1 in the Kaiser Member's Profile to confirm the Kaiser

Member's chosen Video Appointment accessibility preference(s), to reserve a Qualified Sign Language Interpreter, Qualified Deaf Interpreter, and/or Qualified Professional Captioner, as needed, and to add the interpreter or captioner to the Video Appointment minutes prior to or at the Video Appointment's start time. Kaiser will include in the training that a member or staff shall attempt to accommodate a member's request for an interpreter of a different gender if possible.

3.4.3. Kaiser will provide Kaiser Members with written confirmation that their chosen Video Appointment accessibility option preference(s) will be available during their Video Appointment. Kaiser Members who prefer a Qualified Sign Language Interpreter, Qualified Deaf Interpreter, and/or Qualified Professional Captioner will receive written confirmation that such Interpreter(s) and/or Captioner has been scheduled and confirmed for their appointment. With each Video Appointment confirmation, Kaiser Members will be sent information and instructions for (i) how to log into the Video Appointment, and (ii) how to use Video Appointment features, including all accessibility features; and (iii) how to select or update the Member's accessibility preference(s) with Kaiser.

3.5. Third Party Classes and Support Groups. Kaiser will include the following language in its contract with Third Party Providers of Classes and Support Groups: "Suppliers that provide content or programming through video conferencing systems must use a conferencing platform that has the following accessibility features: (a) Integrated chat function, (b) Integrated, automated Captioning, (c) the capacity to join a Qualified Sign Language Interpreter, Qualified Deaf Interpreter, and/or Qualified Live Captioner into the Video Conference as Integrated participant(s); (d) the capacity for Live Captioning to be Integrated, and (e) the capacity for Video Conference participants to view all other participants side by side or to pin specific participants."

3.6. No Qualified Sign Language Interpreter, Deaf Interpreter or Professional Captioner During Scheduled Appointment. If a Qualified Sign Language Interpreter, Qualified Deaf Interpreter, or Qualified Professional Captioner is not provided for a scheduled appointment, the Kaiser Member will be allowed to select from the following options: 1) Kaiser will use Best Efforts to reschedule the appointment with a Qualified Sign Language Interpreter, Qualified Deaf Interpreter, or Qualified Professional Captioner for the same day; 2) Kaiser will reschedule the appointment with a Qualified Sign Language Interpreter,

Qualified Deaf Interpreter, or Qualified Professional Captioner within three days, though the Kaiser Member may elect to schedule to the appointment later; 3) Kaiser will continue with the original appointment using chat and/or automated captioning where automated captioning is available.

3.7. Sign Languages Other than ASL. For Kaiser Members who indicate that they use a sign language other than ASL, Kaiser will use best efforts to schedule a Qualified Sign Language Interpreter who can interpret using that sign language. If such a Qualified Sign Language Interpreter is not reasonably available, then the Member will have the option of rescheduling their appointment for a time when such an Interpreter is available, or using an alternative method of Effective Communication.

4. Documentation

4.1. Video Appointment Accessibility Job Aid.

4.1.1. Kaiser will develop and distribute a Video Appointment Accessibility Job Aid(s) to Kaiser staff who schedule and conduct Video Appointments with Kaiser Members who are deaf and hard of hearing. The Job Aid(s) will include, at a minimum, instructions for: (i) reviewing the Kaiser Members' Video Appointment accessibility preference(s) set forth in Kaiser Member Profiles to determine any reservations that need to be made in advance of the Video Appointment; (ii) if a reservation is necessary, how and when to confirm with Kaiser's Interpreting/Captioning service that an Interpreter or Professional Captioner has been scheduled and confirmed to appear at the appointment; (iii) how to communicate using a sign language Interpreter or Professional Captioner; (iv) instructions for logging into Zoom and utilizing Zoom's pin, chat, and closed captioning features; and (v) how to add an Interpreter or Qualified Professional Captioner.

4.1.2. Within forty-five (45) days after the Effective Date, Kaiser will provide the draft Job Aid(s) to Claimant's Counsel. Claimant will provide feedback on the draft Job Aid(s) within fifteen (15) days of receipt. Kaiser will give good faith consideration to that feedback, will finalize the Job Aid(s) within thirty (30) days after receiving Claimant's feedback, and will distribute the finalized Job Aid(s) to all staff who schedule and conduct Video Appointments with Kaiser Members who are deaf and hard of hearing at the later of the time the Job Aid(s) is finalized or the time the Zoom platform "goes live" for the staff.

4.2. Distribution of Information Regarding New Video Appointment Platform and Services for Kaiser Members Who Are Deaf and Hard of Hearing.

With the next publication of “Your Guidebook to Kaiser Permanente Services,” Kaiser will post on kp.org updated information for Kaiser Members regarding the Video Appointment Accessibility Provisions set forth in Section 3, above. The information will be posted as a separate section in “Your Guidebook to Kaiser Permanente Services,” within a chapter covering access to facilities and services for Kaiser Members with disabilities. The information will be provided in writing and in a video signed by a Qualified Deaf Interpreter in ASL. Additionally, on the California Plan Services and Information page, Kaiser will provide a link to updated section of the Guidebook and state that information about accessible Video Appointments is available in the Guidebook. Kaiser will also refer to the updated section of the Guidebook in the Partners in Health newsletter. To the extent that any of the services or features related to accessible Video Appointments described in the Guidebook change during the Term of the Settlement, Kaiser will use best efforts to update the Guidebook to reflect those changes. Kaiser will provide Claimant’s Counsel with a draft of the updated section of the Guidebook for their review and comment at least thirty (30) days before posting it on kp.org. Claimant will provide feedback on the draft update of Guidebook within fifteen (15) days of receipt, and Kaiser will give good faith consideration to the feedback provided by Claimant.

5. Training of Kaiser Personnel.

5.1. Kaiser will review its Equal Access and Effective Communication training and Language Access training and make any necessary modifications to incorporate the content of the Video Appointment Accessibility Training Guides/Job Aid(s).

5.2. The training in Section 5.1 will be provided:

5.2.1. To all newly hired personnel who schedule or participate in Video Appointments for Kaiser Members within ninety (90) days of their hire date.

5.2.2. To all existing personnel who schedule or participate in Video Appointments every two years.

5.2.3. As necessary to personnel who are found to have failed to follow protocols outlined in the Video Appointment Accessibility Job Aid(s).

6. Accessible Grievance Procedure.

6.1. Kaiser will use Best Efforts to ensure its procedure for submitting formal grievances to its Member Services Department is accessible to and provides Effective Communication with Kaiser members who are deaf and hard of hearing.

6.2. Kaiser has adopted and will continue to offer a secure electronic format, currently through kp.org, for commercial and Medicare members to submit formal grievances to its Member Services Department and for resolution letters. (This provision does not apply to MediCal members, as applicable law and regulatory authority bar electronic document delivery for grievances and appeals.) For such commercial and Medicare members, Kaiser will confirm through the secure electronic format that the grievance was received. Grievance and appeal letters and any related correspondence will be saved in and may be accessed by the member by signing into their kp.org account. Any follow-up communications outside of the initial grievance submission and resolution letter with a Kaiser Member who is deaf or hard of hearing will be conducted via secured electronic format, relay service, Video Remote Interpretation, Kaiser's Video Appointments Zoom platform with the Accessibility Features listed in Section 3.2.1., above, TTY, or other means of effective communication in accordance with the accessibility preference(s) indicated on the Kaiser Member's profile or otherwise requested by the Member. If requested, the resolution letter will provide an explanation of the resolution of the Member's grievance and any next steps.

6.3. Kaiser will respond to and resolve each grievance expeditiously, according to regulated time frames, which, at the time of this Agreement, typically are within 1-5 calendar days for acknowledging a grievance and 3 to 30 days of receipt to resolve the grievance.

6.4. All grievance staff receive training on initial hire, annual training, and internal procedure guides, that provide instructions on use of alternative formats and best practices to provide Effective Communication when assisting members who are deaf and hard of hearing.

6.5. Within forty-five (45) days after the Effective Date, Kaiser will provide Claimant's Counsel with a copy of the current version of *Understanding Language Assistance* and *Using Language Assistance Services* web based training modules, as well as internal procedure guides that are used as training materials referenced in Section 6.4 above. Claimant will provide feedback on the draft Job Aid(s) within fifteen (15) days of receipt. Kaiser will give good faith consideration

to that feedback, and will use its discretion to incorporate that feedback into the training materials at its earliest opportunity.

7. Reporting and Monitoring.

7.1. Quarterly Reports. Within thirty (30) days of the end of each quarter throughout the Duration of this Full Agreement, starting with the end of Q1 2025, Kaiser will report the following information to Claimant, by providing it to Claimant's Counsel, via email in writing: (i) its progress toward implementing the requirements of Sections 3 through 6 of this Agreement; (ii) any delays in meeting the requirements of Sections 3 through 6; and (iii) a summary of formal grievances, stating only the subject of the complaint and general summary of Kaiser's resolution, filed with the Member Services department regarding Video Appointment accessibility to deaf and hard of hearing Members in California. The Parties will meet and confer with respect to (ii) to agree upon any necessary extensions of those dates.

7.2. Quarterly Meetings. Throughout the Duration of the Agreement, within thirty (30) days after the delivering each report described in Section 7.1, upon request of either Party, the Parties will meet by telephone or video conference to discuss implementation of the Full Agreement. Any issues not resolved through the Parties' discussions will be handled as a dispute pursuant to Section 8 of this Agreement.

8. Procedures in the Event of Disputes.

8.1. Notice of Non-Compliance. If a Party believes that any other Party has not complied with any provision of the Full Agreement, that Party shall provide the other Party with Notice of Non-Compliance containing the following information: (i) the alleged act of non-compliance; (ii) a reference to the specific provision(s) of the Settlement Agreement that are involved; (iii) a statement of the remedial action sought by the initiating Party; and (iv) a brief statement of the specific facts, circumstances and any legal argument supporting the position of the initiating Party.

8.2. Response. Within thirty (30) days of receipt of a Notice provided pursuant to Section 8.1, the non-initiating Party shall respond to the initiating Party in writing.

8.3. Meet and Confer. Within two weeks after the response described in Section 8.2, the Parties shall informally meet and confer and attempt to resolve the issues raised in the Notice.

8.4. Submission to Mediation. If the matters raised in a Notice provided pursuant to 8.1 are not resolved within forty-five (45) days of the initial meet and confer required by Section 8.3, or any such later time frame to which the Parties agree, either Party may submit the unresolved matters to nonbinding mediation before a mutually agreed upon mediator affiliated with Judicial Arbitration & Mediation Services (“JAMS”), or such other mediator as the Parties may jointly designate.

8.5. Submission to Arbitration. If mediation fails to resolve the matter, the Parties then will settle the matter finally by means of arbitration conducted by JAMS pursuant to its Streamlined Arbitration Rules and Procedures at a mutually convenient location. The award of the arbitrator will be enforceable in a court of competent jurisdiction.

9. Notice or Communication to Parties. Any notice or communication required or permitted to be given to the Parties under Section 8 shall be given in writing by e-mail and by overnight express mail or United States first class mail, addressed as follows:

To: Claimant:

Claudia Center, Legal Director
Disability Rights Education and Defense Fund
3075 Adeline Street, Suite 210
Berkeley, CA 94703
Tel: (510) 664-2555
Fax: (510) 841-8645
Email: ccenter@dredf.org

Linda M. Dardarian, Partner
Goldstein, Borgen, Dardarian & Ho
155 Grand Avenue, Suite 900
Oakland, CA 94612
Tel: (510) 763-9800
Fax: (510) 835-1417
Email: ldardarian@gbdhlegal.com

To: KAISER:

Kristina Launey
Seyfarth Shaw LLP
400 Capitol Mall, Suite 2350
Sacramento, CA 95814
klauney@seyfarth.com

10. Publicity Regarding This Agreement and Its Terms. The Parties will issue a joint press release on or about the Effective Date. The Parties agree not to issue any press release related to this Agreement except as described in this Section. If the Parties cannot agree on a joint press release, the Parties will meet and confer to discuss issuing separate press releases.

11. Agreement Binding on Assigns and Successors; No Third-Party Beneficiaries.

11.1. Assigns and Successors. This Full Agreement shall bind any assigns and successors of the Parties, who have the right to implement the actions required.

11.2. No Third-Party Beneficiaries. This Full Agreement is for the benefit of the Parties only and no other person or entity shall be entitled to rely on it, receive any benefit from it, or enforce against any Party any provision of it. The Parties specifically intend that there be no third-party beneficiaries to this Full Agreement.

12. Force Majeure. The performance of Kaiser under this Full Agreement shall be excused during the period and to the extent that such performance is rendered impossible, impracticable or unduly burdensome due to acts of God, strikes or lockouts, global pandemic, unavailability of parts, equipment, technologies, or materials through normal supply sources, security threat, or any other event of force majeure. If Kaiser seeks to invoke this Section, it shall notify Claimant in writing as soon as reasonably practicable, specifying the particular action(s) that could not be performed and the specific reason for non-performance. Claimant's Counsel and Kaiser will thereafter meet and confer regarding an alternative schedule for completion of the action that could not be performed, or an alternative action. Any dispute regarding the applicability of this Section, or any future action to be taken, that remains after the meet and confer session will be handled as a dispute pursuant to Section 8 of this Agreement.

Dated: 1/13/2025, 2024

The Permanente Medical Group, Inc.

By: *Lauren Hamilton*

Dated: January 14, 2025, 2024

Leah Bornstein

By: 

Claimant

APPROVED AS TO FORM

Dated: January 15, 2024

SEYFARTH SHAW

By: *Kristina Launey*

Kristina Launey
Attorneys for Kaiser

DISABILITY RIGHTS EDUCATION
& DEFENSE FUND

Dated: _____, 2024

By: _____

Claudia Center
Attorneys for Claimant

GOLDSTEIN, BORGEN,
DARDARIAN & HO

Dated: 1/14/2025, 2024

By: *Linda M. Dardarian*

Linda M. Dardarian
Attorneys for Claimant

Dated: 1/13/2025, 2024

The Permanente Medical Group, Inc.

By: Lauren Hamilton

Leah Bornstein

Dated: _____, 2024

By: _____
Claimant

APPROVED AS TO FORM

SEYFARTH SHAW

Dated: _____, 2024

By: _____
Kristina Launey
Attorneys for Kaiser

DISABILITY RIGHTS EDUCATION
& DEFENSE FUND

Dated: 1-14-2025, 2024

By: Claudia Center
Claudia Center
Attorneys for Claimant

GOLDSTEIN, BORGEN,
DARDARIAN & HO

Dated: _____, 2024

By: _____
Linda M. Dardarian
Attorneys for Claimant