

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

Plaintiff Florencio Ramos (“**Plaintiff**” or “**Class Representative**”), on behalf himself and all others similarly situated, by and through his counsel of record, Laura Van Note of Cole & Van Note (“**Class Counsel**”), and Defendant San Diego American Indian Health Center (“**Defendant**” or “**SDAIHC**”) (collectively, the “**Parties**”), by and through its counsel of record, Ian C. Ballon and Timothy A. Butler of Greenberg Traurig, LLP (“**Defendant’s Counsel**”), hereby enter into this Class Action Settlement Agreement and Release (“**Settlement Agreement**” or “**Agreement**”), subject to Court approval. In consideration of the mutual promises, agreements, and covenants contained herein, the sufficiency and receipt of which are hereby acknowledged, the Parties stipulate and agree as follows:

I. RECITALS

WHEREAS, in or around May 2022, SDAIHC became aware of a **Security Incident** (defined below) carried out by a malicious third-party who accessed files on SDAIHC’s computer network;

WHEREAS, after investigating, SDAIHC determined that the Security Incident may have compromised certain **Personal Information** (defined below) stored on SDAIHC’s network;

WHEREAS, upon becoming aware of the Security Incident, SDAIHC acted to contain the Security Incident and sent notice of the Security Incident to those individuals whose information may have been compromised in the Security Incident, offered complimentary identity theft and credit monitoring services, and provided resources for additional information;

WHEREAS, on August 26, 2022, Plaintiff filed a putative class action against SDAIHC in San Diego County Superior Court, asserting causes of action for (1) negligence; (2) violation of the California’s Confidentiality of Medical Information Act (Cal. Civ. Code § 56, *et seq.*); (3) invasion of privacy; (4) breach of confidence; (5) breach of implied contract; (6) breach of implied covenant of good faith and fair dealing; (7) unfair business practices; and (8) unjust enrichment (the “**Complaint**”);

WHEREAS, on August 31, 2022, SDAIHC was served with the Complaint;

WHEREAS, on November 16, 2022, SDAIHC filed a motion for substitution in the San Diego County Superior Court, requesting that the United States be substituted in as the proper defendant;

WHEREAS, on March 31, 2023, SDAIHC filed a notice of removal in the San Diego County Superior Court, such that the case was removed to the United States District Court for the Southern District of California;

WHEREAS, on April 11, 2023, SDAIHC filed a motion for substitution in the Southern District of California, requesting the United States be substituted in as the proper defendant;

WHEREAS, on April 28, 2023, Plaintiff filed a motion for remand;

WHEREAS, on May 1, 2023, the United States appeared in this case and filed a statement of interest and motion for remand;

WHEREAS, the hearings for the respective motions were continued in favor of mediation;

WHEREAS, SDAIHC denies liability whatsoever and this Agreement shall in no way be construed or deemed to be evidence of or an admission or concession on the part of SDAIHC with respect to any claim of any fault or liability or wrongdoing or damage whatsoever, and Plaintiff and SDAIHC recognize the outcome of the Action and that the claims asserted in the Complaint are uncertain, and that pursuing the Action to judgment would entail substantial cost, risk and delay;

WHEREAS, the Parties engaged in an extensive evaluation and discussion of the factual and legal issues in the Action and have participated in an arm's length mediation session with a well-respected mediator, Randall W. Wulff, concerning the issues raised by Plaintiff in the Action, and carefully considered the risk and uncertainties of continued litigation, and have agreed to a global, final settlement of the Action that renders the need for further litigation unnecessary;

WHEREAS, the Parties desire to compromise, settle, and forever discharge all issues, claims, and/or facts asserted in the Action, or that could have been asserted based upon the facts alleged in the Action, by or on behalf of Class Representative and the Class;

WHEREAS, Class Representative, by and through Class Counsel, has (a) made a thorough investigation of the facts and circumstances surrounding the allegations asserted in the Action, (b) engaged in investigation of the claims asserted in the Action, including informal discovery obtained by Class Representative in connection with the Action and prior to execution of this Agreement, and (c) evaluated and considered the law applicable to the claims asserted in the Action, including the defenses that SDAIHC likely would assert;

WHEREAS, Plaintiff's counsel are experienced in this type of class litigation, recognize the costs and risks of prosecution of this Action, and believe that it is in Class Representative's interest, and the interest of all Class Members, to resolve this Action, and any and all claims against SDAIHC arising from the conduct alleged in the Action, and in this Settlement Agreement;

WHEREAS, SDAIHC does not believe Class Representative's claims are meritorious and has denied and continues to deny any and all claims alleged by Class Representative, and has denied and continues to deny that it is legally responsible or liable to Class Representative or any member of the Class for any of the matters and/or claims asserted in this Action, and to deny that the but has concluded that settlement is desirable to avoid the time, expense, and inherent uncertainties of defending protracted litigation and to resolve, finally and completely, all pending and potential claims of Class Representative and all members of the Class relating to claims which were or could have been asserted by Class Representative and the Class in this Action relating to the alleged practices and Incident at issue;

WHEREAS, the Parties agree that the proposed settlement is fair, adequate, and reasonable;

WHEREAS, significant arm's-length settlement negotiations have taken place between the Parties and, as a result, this Settlement Agreement has been reached without collusion, subject to the Court-approval process set forth herein;

WHEREAS, the undersigned Parties believe this Settlement Agreement offers significant benefits to Class Members and is fair, reasonable, adequate and in the best interest of Class Members; and

WHEREAS, this Settlement Agreement is made and entered into by and between Class Representative, individually and on behalf of the Class, and SDAIHC;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among the Class Representative, individually and on behalf of the Settlement Class, Class Counsel, and SDAIHC that, subject to the approval of the Court, when the Judgment becomes Final as defined herein, the Litigation and Released Claims shall be finally and fully compromised, settled, and released, and the Litigation shall be dismissed with prejudice as to the Settling Parties, the Settlement Class, and the Settlement Class Members, except those Settlement Class Members who lawfully opt-out of the Settlement Agreement, and subject to the terms and conditions of this Settlement Agreement.

II. DEFINITIONS

As used in this Settlement Agreement, the following terms shall have the meanings set forth below. Where appropriate, terms used in the singular shall be deemed to include the plural and vice versa.

A. “**Action**” means the cases styled as *Ramos v. San Diego American Indian Health Center*, Case No. 3:23-cv-00570-MMA-AHG (United States District Court, Southern District of California) and *Ramos v. San Diego American Indian Health Center*, Case No. 37-2022-00034482-CU-NP-CTL (Superior Court of the State of California, County of San Diego).

B. “**Class**” and “**Settlement Class**” mean the class defined as: “All individuals whose Personal Information was actually or potentially accessed during the Security Incident.” Officers of Defendant, the judges presiding over the Action and members of their immediate family, and Class Members who submit a Request for Exclusion, are excluded from the Class.

C. “**Class Counsel**” means Laura Van Note of Cole & Van Note.

D. “**Claim Deadline**” means forty-five (45) days from the Class Notice Date, or a date otherwise ordered by the Court.

E. “**Claim Form**” means the form a Final Settlement Class Member must submit to receive a Settlement Share under this Agreement, substantially similar to **Exhibit 1**.

F. “**Class Members**” and “**Settlement Class Members**” mean members of the “Class” and “Settlement Class” as set forth in Paragraph B above.

G. “**Class Notice**” means the Court-approved form of Notice to the Class posted on the Settlement Website substantially similar to **Exhibit 2** hereto, mutually prepared and agreed upon by the Parties, informing the Class of, among other things, (i) the preliminary approval of the Settlement, (ii) the scheduling of the Final Approval Hearing, (iii) the Settlement benefits available to Final Settlement Class Members, and (iv) their opportunity to participate in, object to or exclude themselves from the Settlement.

H. “**Class Notice Date**” means thirty-five (35) calendar days after the Court’s entry of the Preliminary Approval Order.

I. “**Class Representative**” means Plaintiff Florencio Ramos.

J. “**Court**” means the United States District Court, Southern District of California.

K. “**Defendant’s Counsel**” means Ian C. Ballon and Timothy A. Butler of Greenberg Traurig, LLP.

L. “**Effective Date**” means the date by when (a) if there are no objections to the Settlement submitted, or any timely objections have been submitted and then withdrawn before entry of the Final Approval Order, then the date the Court enters the Final Approval Order (defined below), or (b) if an objection to the Settlement has been submitted by a member of the Final Settlement Class found by the Court to have standing to object, sixty-five (65) calendar days after the Court enters the Final Approval Order, or (c) if any appeal, writ or other appellate proceeding opposing the Court’s Final Approval Order has been filed by a member of the Final Settlement Class found by the Court to have standing to object, five (5) business days after any appeal, writ or other appellate proceedings opposing the Final Approval Order have been finally and conclusively dismissed with no right to pursue further remedies or relief.

M. “**Final Approval Hearing**” means the hearing at which the Court will consider and finally decide whether to enter the Final Approval Order and at which the Court may or may not consider and finally decide approving payment of any Service Award and Plaintiff’s Counsel’s Fees and Expenses.

N. “**Final Approval Order**” and “**Judgment**” means the Final Approval Order and separate Judgment of the Court that approves this Settlement Agreement and make such other final rulings as are contemplated by this Settlement Agreement. If the Court enters separate orders addressing the matters constituting final approval, then “Final Approval Order” includes all such orders.

O. “**Final Settlement Class**” refers to all members of the Settlement Class who do not timely and validly exclude themselves from the Class in compliance with the exclusion procedures set forth in this Agreement.

P. “**Final Settlement Class Member**” refers to a member of the Final Settlement Class.

Q. “**Judgment**” means a judgment rendered by the Court.

R. “**Objection Date**” means forty-five (45) days from the Class Notice Date, or a date otherwise ordered by the Court, for members of the Class to object to the Settlement Agreement’s terms or Plaintiff’s Counsel’s Fees and Expenses (defined below), and to submit any required statements, proof or other materials and/or argument.

S. “**Parties**” means Plaintiff and Defendant.

T. “**Personal Information**” means information that is or could reasonably be used, whether on its own or in combination with other information, to identify, locate or contact a person.

U. “**Plaintiff**” or “**Class Representative**” means Florencio Ramos.

V. “**Plaintiff’s Counsel’s Fees and Expenses**” means 33 1/3 percent of the gross settlement amount, or \$115,500, for attorneys’ fees, plus Plaintiff’s counsel’s costs, up to a cap of \$20,000, paid from the Settlement Fund, subject to approval of the Court.

W. “**Postcard Notice**” means the summary notice to be sent by U.S. Mail, substantially similar to the Notice attached as **Exhibit 3**.

X. “**Preliminary Approval Order**” means the order of the Court preliminarily approving this Settlement Agreement, substantially similar to the order attached as **Exhibit 4**.

Y. “**Released Claims**” or “**Releases**” means all claims and causes of action, both known and unknown, that were or could have been raised in the Action, including but not limited to any causes of action under California Civil Code § 1798.150 or Business and Professions Code §17200 *et seq.* and all similar statutes in effect in any states in the United States as defined herein; negligence; negligence per se; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys’ fees and expenses, prejudgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, the appointment of a receiver, and any other form of relief that either has been asserted, or could have been asserted, by any Class Member against any of the Released Parties (defined below) based on, relating to, concerning or arising out of the Incident and alleged theft of Personal Information arising from the Incident or the allegations, facts, or circumstances described in either the Complaint filed by Plaintiff, and includes claims that the Releasing Parties did not know or suspect to exist in his favor at the time of the release that, if known by him, might have affected his settlement with, and release of, the Released Persons, or might have affected his decision not to object to and/or participate in this Agreement. For avoidance of doubt, the scope of the Released Claims excludes claims that solely seek recovery for physical bodily injuries attributable to the denial of medical treatment or for delayed medical treatment due to the Incident.

Z. “**Released Parties**” and “**Releasing Parties**” means SDAIHC, and its parents, subsidiaries, predecessors, successors, divisions, joint ventures, affiliates, and related entities and all of their respective past and present directors, officers, employees, partners, principals, agents, attorneys, insurers, reinsurers, assigns and related or affiliated entities.

AA. **“Request for Exclusion”** means a timely and valid request by any Class Member for exclusion from the Settlement. To the extent any Class Member delivers both a timely and valid Claim Form to the Settlement Administrator and a timely and valid request for exclusion, the request for exclusion will be deemed to be invalid and the Claim Form will be processed.

BB. **“Request for Exclusion Deadline”** means forty-five (45) days from the Class Notice Date, or a date otherwise ordered by the Court, for Class Members to request exclusion from the Settlement.

CC. **“SDAIHC”** means San Diego American Indian Health Center, the Defendant in the Action.

DD. **“Security Incident”** or **“Incident”** means the access by unauthorized actors to SDAIHC’s computer network in or around May 2022, as further described in the Recitals, and any and all facts, actions and circumstances related thereto, whether occurring or arising before, on or after the date of this Agreement.

EE. **“Service Award”** means the amount to be paid to the Class Representative to compensate him for the time and effort on behalf of the Class, subject to approval of the Court, and which shall not exceed an amount of five thousand dollars (\$5,000) to the Class Representative.

FF. **“Settlement”** and **“Settlement Agreement”** mean the agreement by the Parties to resolve this Action, the terms of which have been memorialized herein.

GG. **“Settlement Administrator”** means Epiq Class Action & Claims Solutions.

HH. **“Settling Parties”** means, collectively, SDAIHC and Class Representative, individually and on behalf of the Settlement Class.

II. **“Settlement Share”** refers to the pro rata payment as calculated in Section IV.E. to which a member of the Final Settlement Class who timely submits a valid Claim Form becomes entitled pursuant to this Settlement. To be timely, a member of the Final Settlement Class must submit a timely and valid Claim Form by the Claim Deadline.

JJ. **“Settlement Website”** means the website to be established by the Settlement Administrator that will inform members of the Settlement Class of the terms of this Settlement Agreement, their rights, dates and deadlines and related information, and shall include in .pdf format and available for download the following (1) the Class Notice, (2) the Claim Form, (3) the Preliminary Approval Order, (4) this Settlement Agreement, (5) the Complaint, and (6) any other materials agreed upon by the Parties and/or required by the Court. The Settlement Website shall provide the members of the Settlement Class with the ability to complete and submit the Claim Form electronically.

III. REQUIRED EVENTS

Promptly after execution of this Settlement Agreement by all Parties:

A. Class Counsel and Defendant's Counsel shall take all reasonable and necessary steps to obtain entry of the Preliminary Approval Order and obtain entry of the Final Approval Order. Class Counsel shall prepare and file all documents in connection with the Motion for Preliminary Approval and the Motion for Final Approval.

B. In the event that the Court fails to issue the Preliminary Approval Order, or fails to issue the Final Approval Order, the Parties agree to use their best efforts, consistent with this Settlement Agreement, to cure any defect(s) identified by the Court. If, despite their best efforts, the Parties cannot cure said defects, the Settlement Agreement is voidable at the election of Class Representative or Defendant with each party returning to their respective pre-settlement posture and without prejudice or waiver to any party's pre-settlement position on any legal or factual issue.

C. The Parties acknowledge that prompt approval, consummation, and implementation of the Settlement set forth in this Agreement are essential. The Parties shall cooperate with each other in good faith to carry out the purposes of and effectuate this Settlement Agreement, shall promptly perform their respective obligations hereunder, and shall promptly take any and all actions and execute and deliver any and all additional documents and all other materials and/or information reasonably necessary or appropriate to carry out the terms of this Settlement Agreement and the transactions contemplated hereby.

D. Upon Entry of the Final Approval Order, the Court must enter Judgment in accordance with the terms of this Settlement Agreement, substantially as provided in the Final Approval Order. The Final Approval Order must enjoin the prosecution of any litigation or class action by Plaintiff or any Class Member related to or arising out of the Complaint, Action, and Incident.

IV. SETTLEMENT TERMS

A. Cash Payment: SDAIHC agrees to pay Plaintiff and the Class three hundred and fifty thousand dollars (\$350,000). The cash payment of three hundred and fifty thousand dollars (\$350,000) will be referred to as the "**Settlement Fund**." No later than fourteen (14) calendar days after entry of the Preliminary Approval Order, and upon the receipt of sufficient payment information from the Settlement Administrator, Defendant will deposit \$350,000 with the Settlement Administrator. The Settlement Administrator shall establish a Qualified Settlement Fund (QSF), as defined by 26 C.F.R. 1.468B-1, for the deposit of the Settlement Fund. Under no circumstances will SDAIHC have any further monetary payment obligation other than the payment of the Settlement Fund, and that the Settlement Administrator shall be responsible for filing tax returns and any other tax reporting for or in respect of the Settlement Fund and paying from the Settlement Fund any taxes and tax-related expenses owed with respect to the Settlement Fund. There will be no reversion of the Settlement Fund to SDAIHC. A portion of the Settlement Fund may be allocated by the Settlement Administrator for the purchase of the Identity Theft Protection Package.

B. Taxes and Tax-Related Expenses: All taxes and tax-related expenses shall be paid out of the Settlement Fund and shall be timely paid by the Settlement Administrator without prior order of the Court. Further, the Settlement Administrator shall indemnify and hold harmless the Parties and their counsel for taxes and tax-related expenses (including, without limitation, taxes

payable by reason of any such indemnification payments). The Settling Parties and their respective counsel have made no representation or warranty with respect to the tax treatment by any Settlement Class Representative or any Settlement Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund.

C. Payments from Settlement Fund: The costs of settlement administration, including notice and distributions to members of the Final Settlement Class, the costs of administering the Settlement Fund, and reasonable fees of the Settlement Administrator, Plaintiff's Counsel's Fees and Expenses and Class Representative's Service Award shall be paid exclusively from the Settlement Fund.

D. Service Awards to the Class Representative: Class Counsel will move the Court for a Service Award payment from the Settlement Fund for the Class Representative in an amount not to exceed five thousand dollars (\$5,000) in recognition of the risks taken by him as the Class Representative in commencing the Action, both financial and otherwise. Defendant will not oppose Class Counsel's request for Service Award payments from the Settlement Fund in these amounts. The Service Awards shall be in addition to the other benefits provided by the Settlement to Final Settlement Class Members. If awarded by the Court, the Settlement Administrator shall pay from the Settlement Fund the Service Award to the Class Representative in the manner directed by Class Counsel within fourteen (14) business days after the Effective Date.

E. Payment of Plaintiff's Attorneys' Fees and Costs: Class Counsel will move the Court for an award of Plaintiff's counsel's attorneys' fees to be paid from the Settlement Fund in an amount not to exceed One Hundred and Fifteen Thousand, Five Hundred dollars (\$115,500), which is 33 1/3 percent of the Settlement Fund, plus reasonable litigation costs and expenses, up to a cap of Twenty Thousand dollars (\$20,000). Defendant will not oppose Class Counsel's request for reasonable attorneys' fees and litigation costs from the Settlement Fund in this amount. Class Counsel, in their sole discretion, shall allocate and distribute any amounts of attorneys' fees, costs and expenses awarded by the Court among Plaintiff's counsel. If awarded by the Court, the Settlement Administrator shall pay from the Settlement Fund any Plaintiff's Counsel's Fees and Expenses in the amounts awarded by the Court within fourteen (14) business days after the Effective Date. Payment will be made as directed by Class Counsel.

F. Payment of Settlement Share to Class Members: Each member of the Final Settlement Class who submits a timely and valid Claim Form electing the Settlement Share benefit shall be entitled to receive a pro rata cash distribution payment, not to exceed \$50, from the Settlement Fund referred to as the "**Settlement Share**." The Settlement Administrator shall calculate the Settlement Share by (i) taking the Settlement Fund, (ii) subtracting the amounts to be paid for the cost of the Identity Theft Protection Package, the cost of settlement administration, including notice to Class Members and reasonable fees of the Settlement Administrator, Plaintiff's Counsel's Fees and Expenses and Class Representative's Service Award, as approved by the Court (= Z), and (iii) dividing the sum of such number by the number of Class Members who do not opt out of the Settlement and who submitted a timely and valid Claim Form selecting a Settlement Share by the Claim Deadline (= X); *provided*, however, that the Settlement Share shall not exceed \$50.

Settlement Fund - Z

Settlement Share = -----

X

V. **REQUESTS FOR CASH PAYMENTS OR IDENTITY THEFT PROTECTION BY CLASS MEMBERS**

A. **Claims Form**: Members of the Final Settlement Class will be required to submit a Claim Form to receive either (1) thirty-six (36) months of identity-theft protection and fraud resolution services, called “**Financial Shield**” by Pango (described *infra*, § VI), or (2) a Settlement Share. Each Final Settlement Class Member is limited to the submission of one Claim Form and in no event shall a Final Settlement Class Member receive more than either the Identity Theft Protection Package or one Settlement Share. The Settlement Administrator will issue Settlement Share checks only to Final Settlement Class Members who submit timely and valid Claim Forms electing a Settlement Share. To be entitled to receive the Identity Theft Protection Package or a Settlement Share under this Agreement, Class Members must properly complete a Claim Form selecting either the Identity Theft Protection Package or the Settlement Share option and timely deliver it to the Settlement Administrator within forty-five (45) days from the Class Notice Date. The delivery date for submission of a Claim Form is deemed to be the date (a) the form is deposited in the U.S. Mail as evidenced by the postmark, in the case of submission by U.S. Mail, or (b) in the case of submission electronically through the Settlement Website, the date the Settlement Administrator receives the form, as evidenced by the transmission receipt. Any Class Member who fails to submit a valid and timely Claim Form will not receive the Identity Theft Protection Package or a Settlement Share under this Agreement but will still be able to obtain other benefits provided by the Settlement.

B. **Weekly Reporting**: The Settlement Administrator shall provide Class Counsel and Defendant’s Counsel with a weekly report informing them of any and all Claim Forms received by to the Settlement Administrator during each week following the Class Notice Date. The Settlement Administrator must file a Declaration reporting on the mailing of the Class Notice and identifying the number of Claim Forms, Requests for Exclusion and objections received no later than sixteen (16) court days prior to the Final Approval Hearing.

C. **Amount of Settlement Share Checks Sent to Class Members**: The amount of each Settlement Share check sent to members of the Final Settlement Class who submit a timely and valid Claim Form will be determined by the Settlement Administrator by making a calculation of a pro rata cash distribution payment from the Settlement Fund to all members of the Final Settlement Class who submit a timely and valid Claim Form electing a Settlement Share pursuant to Section IV.F. and V.A. If the Court approves the amounts to be requested for settlement administration, including notice to Class Members and reasonable fees of the Settlement Administrator, Plaintiff’s Counsel’s Fees and Expenses, and Class Representative’s Service Award, a Settlement Share check is estimated to be approximately fifty dollars (\$50.00).

D. **Disbursement of Settlement Share Checks**: Within thirty (30) days of the Effective Date, the Settlement Administrator will disburse Settlement Share checks to each Final Settlement Class Member who submits a timely and valid Claim Form electing a Settlement Share pursuant to Section IV.F and V.A. For any Settlement Share check returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator will make reasonable efforts to find a valid address,

including skip tracing, and resend any returned Settlement Share check within thirty (30) days after the Settlement Share check is returned to the Settlement Administrator as undeliverable.

E. Failure to Cash Settlement Share Checks: Absent a demonstration of reasonable circumstances for excuse, any Settlement Share check not cashed within ninety (90) days of issuance (based on the date of the check) will be deemed expired. Any member of the Final Settlement Class who does not cash their Settlement Share check within the aforementioned time period may petition the Settlement Administrator within thirty (30) days of the expiration of their uncashed check to reissue their Settlement Share check, and the Settlement Administrator will issue a new check. Members of the Final Settlement Class are entitled to only one petition on this basis, and any Settlement Share check reissued for such reasonable circumstances will expire within thirty (30) days of issuance (based on the date of the check). Final Settlement Class Members who do not timely cash their Settlement Share checks and who fail to petition for a reissuance of the uncashed Settlement Share check will be considered as having waived any right to a cash payment under the Settlement Agreement but will still be able to obtain other benefits provided by the Settlement. In no event will a Final Settlement Class Member be permitted to cash a check once the value of uncashed checks has been paid, subject to the Court's approval, to Doctors Without Borders USA, P.O. Box 5030, Hagerstown, MD 21741-5030 (pursuant to Section V.F.).

F. Payment of Uncashed Checks to a Cy Pres Organization (if necessary): The total amount of uncashed Settlement Share checks will be paid, subject to the Court's approval, to Doctors Without Borders USA, P.O. Box 5030, Hagerstown, MD 21741-5030..

G. Unclaimed Monies: Any unclaimed moneys in the Settlement Fund remaining after the foregoing efforts to distribute the funds therein to Class Members are taken shall be paid to the *cy pres* recipient.

VI. IDENTITY THEFT PROTECTION PACKAGE ACTIVATION

A. Disbursement of Activation Codes for Identity Theft Protection Package: Within fourteen (14) days following entry of the Final Approval Order, the Settlement Administrator will provide SDAIHC a list of all Class Members who elected to receive thirty-six (36) months of identity-theft protection and fraud resolution services called "Financial Shield" by Pango on their Claim Form. "Financial Shield" includes, at least, the following, or similar, services:

1. Up to one million dollars (\$1,000,000) of reimbursement insurance through AIG covering losses due to identity theft and stolen funds;
2. Financial transaction monitoring, including monitoring of all financial accounts registered by the Settlement Class Member, such as credit card accounts, bank accounts (checking and savings) and investment accounts, for transactions exceeding selected thresholds;
3. Continuous monitoring for high-risk transactions, including payday loans, wire transfers, and account openings, that involve the Settlement Class Member's personal information;

4. Notification of attempts to use the Settlement Class Member's Social Security number as part of an identity verification event, such as requesting a replacement credit or debit card, filing an insurance claim; updating personal information on an existing account and/or opening a new account;
5. Fictitious identity monitoring, which notifies the Settlement Class Member when his or her Social Security number is being used in association with someone else's name and/or address;
6. Online tax fraud monitoring and alerts, which monitors online income tax filings through TurboTax and alerts the Settlement Class Member if a tax return is filed using his or her Social Security number;
7. Home title monitoring, including monitoring properties identified by a Settlement Class Member and notifying the Settlement Class Member when an existing property title is changed, removed, or new titles are added to his or her name;
8. Dark web monitoring, which monitors the dark web for the Settlement Class Member's personal information;
9. Public record monitoring, which monitors public records for address changes, automotive tickets, and arrests associated with the Settlement Class Member's name and Social Security number;
10. Credit security freeze assistance, which provides the Settlement Class Member a central location to link to one of ten different consumer reporting agencies to freeze and unfreeze his or her credit files; and
11. Lost wallet protection, which provides a customer support line where the Settlement Class Member can receive help in canceling and replacing lost credit cards.

B. SDAIHC shall prepare in Excel format a spreadsheet that includes each such Class Member's Date of Birth information, which is necessary for the processing of Identity Theft Protection Package benefits, to the extent SDAIHC has such information in its records. If SDAIHC does not have such information, SDAIHC shall advise the Settlement Administrator, which shall request such information from the Class Member. SDAIHC agrees that the Settlement Administrator can disclose the total number of Class Members on the list who will be at least eighteen (18) years old by the end of the activation period with Class Counsel. No later than thirty (30) days after the Effective Date, the Settlement Administrator will send to Pango (i) payment for the Identity Theft Protection Package for all Final Settlement Class Members who elected to receive the Identity Theft Protection Package on their Claim Form and (ii) a list of such Final Settlement Class Members in order to allow Pango to send the Settlement Administrator activation codes for each member of the Final Settlement Class who elected to receive the Identity Theft Protection Package in order to activate their Identity Theft Protection Package subscription.

C. Activation of Identity Theft Protection Package Subscription: Final Settlement Class Members who validly elected the Identity Theft Protection Package will have ninety (90) days after the code is sent by Pango to them to activate their Identity Theft Protection Package subscription. Any member of the Final Settlement Class who fails to activate their Identity Theft Protection Package subscription by the activation deadline will be considered as having waived any right to activate their Identity Theft Protection Package subscription but will still be able to obtain other benefits provided by the Settlement.

VII. SETTLEMENT ADMINISTRATION

A. Engagement of Settlement Administrator: Promptly upon entry of the Preliminary Approval Order (if not sooner), the Parties shall engage Epiq Class Action & Claims Solutions as the Settlement Administrator, which shall be paid reasonable fees, estimated not to exceed \$85,000, exclusively from the Settlement Fund. Plaintiff shall ensure that the Settlement Administrator is performing its duties listed in Section VII(C).

B. Class Member Information: No later than seven (7) days after entry of the Preliminary Approval Order, SDAIHC shall provide the Settlement Administrator with Settlement Class Member information necessary for the Settlement Administrator to mail the Postcard Notice to Settlement Class Members.

C. Duties of Settlement Administrator: In addition to other duties as set forth in this Agreement, the Settlement Administrator shall be solely responsible for the following:

1. Preparing, printing, and disseminating the Postcard Notice to Class Members;
2. No later than the Class Notice Date, sending by First Class Mail the Postcard Notice to all known Class Members. The Parties agree to use their best efforts and to work cooperatively to obtain the best practicable Class Member contact information prior to the date of mailing of the first Postcard Notice. For those Postcard Notices that are returned as undeliverable with a forwarding address, the Settlement Administrator will forward the Postcard Notice to the new address. For those Postcard Notices that are returned as undeliverable with no forwarding address, the Settlement Administrator will run a skip trace in an attempt to obtain a current address and re-mail Postcard Notices to any current addresses it locates;
3. From the date of mailing of the first Postcard Notice, and thereafter for six (6) months after the Effective Date, maintaining (i) the Settlement Website to be selected by the Parties in cooperation with the Settlement Administrator and (ii) an 800 number with recorded answers to commonly asked settlement questions, the ability to leave a message and request a call back, and reference to the Settlement Website;
4. Keeping track of Requests for Exclusion, including maintaining the original mailing envelope in which each request was mailed;

5. Keeping track of Claim Forms, including maintaining the original mailing envelope in which each form was mailed;
6. Keeping track of objections, including maintaining the original mailing envelope in which each objection was mailed;
7. Keeping track of all other communications from Class Members, including maintaining the original mailing envelope in which any communication was mailed;
8. Maintaining adequate records of its activities, including the dates of each mailing of Class Notices, returned mail and other communications, and attempted written or electronic communications with Class Members;
9. Promptly furnishing to counsel for the Parties (i) copies of any Requests for Exclusion, (ii) copies of any objections, and (iii) all other written or electronic communications received from Class Members;
10. Determining whether Requests for Exclusion comply with the terms of this Agreement and are timely and valid and effective to exclude the submitting Class Member from the Class;
11. Determining whether Claim Forms comply with the terms of this Agreement and are timely and valid;
12. Promptly preparing and distributing any rejection of a Request for Exclusion to the submitting Class Member. Rejections shall set forth the reasons for rejection, including the reason(s) the Request for Exclusion fails to comply with the terms of this Agreement;
13. Promptly preparing and distributing notices of deficiencies to the submitting Class Member that sets forth the reasons their Claim Form is deficient, including the reason(s) the Claim Form fails to comply with the terms of this Agreement;
14. Delivering to the Parties' counsel in a reasonably timely manner, but in no event later than sixteen (16) court days before the Final Approval Hearing, a written report concerning all Requests for Exclusion (valid and invalid), all Claim Forms (valid and deficient), and all objections;
15. Establishing a Qualified Settlement Fund (QSF), as defined by 26 C.F.R. 1.468B-1, for the deposit of the Settlement Fund payment, ensuring that all taxes associated with the administration of the Settlement Fund are timely paid to the appropriate tax authorities and all tax filings are timely filed, which taxes shall be paid from the Settlement Fund;
16. Determining the Settlement Share of each member of the Final Settlement Class in accordance with this Agreement;

17. Preparing a list of Final Settlement Class Members;
18. No later than thirty (30) days after the Effective Date, distributing the Settlement Share of each Final Settlement Class Member who submitted a timely and valid Claim Form by sending a check by First Class Mail to each such member in the amount of the Settlement Share;
19. No later than thirty (30) days after the Effective Date, sending payment to Pango for Identity Theft Protection Package for all members of the Final Settlement Class who elected to receive the Identity Theft Protection Package benefit;
20. No later than thirty (30) calendar days after the Effective Date, distributing by First Class Mail the activation codes to each Final Settlement Class Member who elected to receive the Identity Theft Protection Package;
21. No later than fourteen (14) calendar days after the Effective Date, distributing any Service Award approved by the Court in the amount of the award approved by the Court to their attorneys of record;
22. No later than fourteen (14) days after the Effective Date, preparing and distributing, in accordance with this Agreement and the Final Approval Order, Plaintiff's counsel's reasonable attorneys' fees and costs as directed by Class Counsel; and
23. Confirming in writing its completion of the administration of the Settlement.

D. Costs of Settlement Administration: All expenses incurred in administering this Settlement Agreement, including, without limitation, the cost of the Postcard Notice, Settlement Website, and toll-free telephone line, the cost of distributing and administering the benefits of the Settlement Agreement, and the Settlement Administrator's reasonable fees shall be paid to the Settlement Administrator from the Settlement Fund, subject to the approval of the Court.

E. Management of Settlement Fund: SDAIHC shall not have any responsibility for or liability whatsoever with respect to: (i) any act, omission, or determination of Class Counsel, the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes and Tax-Related Expenses incurred in connection with the taxation of the Settlement Fund or the filing of any returns. SDAIHC also shall have no obligation to communicate with Settlement Class Members and others regarding amounts paid under the Settlement. No decisions by the Settlement Administrator shall be deemed to constitute a finding, admission, or waiver by SDAIHC as to any matter of fact, law, or evidence having any collateral effect on any Claim hereunder or in any other proceeding or before any other forum or

authority. Further, such decisions shall not be submitted to or admissible in any other proceeding or before any other forum or authority.

F. Information submitted by the Settlement Class shall be deemed confidential and protected as such by SDAIHC, Class Counsel, and the Settlement Administrator.

VIII. REQUESTS FOR EXCLUSION BY CLASS MEMBERS

A. Any Class Member may make a Request for Exclusion by mailing such request in writing to the Settlement Administrator at the address set forth in the Class Notice. Any Request for Exclusion must be postmarked no later than forty-five (45) days after the Class Notice Date or such other date specified in the Court's Preliminary Approval Order. The Request for Exclusion shall (i) state the Class Member's full name and current address, and be personally signed, and (ii) specifically state his or her desire to be excluded from the Settlement and from the Class. Failure to comply with these requirements and to timely submit the Request for Exclusion will result in the Class Member being bound by the terms of the Settlement. A Request for Exclusion may not request exclusion of more than one member of the Class. Mass opt-outs are not permitted.

B. Any Class Member who submits a timely Request for Exclusion may not make any objections to the Settlement and shall be deemed to have waived any rights or benefits under this Settlement Agreement.

C. The Settlement Administrator shall provide Class Counsel and Defendant's Counsel with a weekly report informing them of any Requests for Exclusion received by the Settlement Administrator during each week following the Class Notice Date. The Settlement Administrator must provide Class Counsel with a declaration identifying all Class Members who requested exclusion from the Settlement and indicating those requests that were untimely no later than sixteen (16) court days prior to the Final Approval Hearing. Class Counsel will file with the Court and serve SDAIHC with the declaration along with their motion for final approval of the Settlement, as well as sending a draft of the motion to SDAIHC for pre-filing review.

D. No Party will solicit or encourage Requests for Exclusion. Any attempt to do so by Plaintiff or Defendant will be deemed a breach of this Settlement Agreement.

E. In its sole discretion, Defendant has the unconditional right, but not the obligation, to terminate this Agreement if the total number of opt-outs exceeds 25 persons in the Settlement Class.

IX. OBJECTIONS TO SETTLEMENT BY CLASS MEMBERS

A. Any Class Member may make an objection to the proposed Settlement by mailing a letter to the Settlement Administrator at the address set forth in the Class Notice. Any objection to be considered valid must be mailed and postmarked no later than the Objection Date, i.e., forty-five (45) days from the Class Notice Date. Any Class Member who has submitted a Request for Exclusion may not submit any objections or speak at the Final Approval Hearing.

B. To state a valid objection to the Settlement, an objecting Class Member must mail a letter to the Settlement Administrator setting forth all of the following information in writing

(i) the objector's full name, current address, current telephone number, and be personally signed, (ii) the case name and case number—*Ramos v. San Diego American Indian Health Center*, Case No. 3:23-cv-00570-MMA-AHG, (iii) documentation sufficient to establish membership in the Class, such as a copy of the Postcard Notice he or she received, (iv) a statement of the position(s) the objector wishes to assert, including the factual and legal grounds for the position, (v) provision of copies of any other documents that the objector wishes to submit in support of his/her position, (vi) a statement confirming whether the objecting Class Member intends to appear at the Final Approval Hearing, and (vii) whether the objecting Class Member is represented by counsel and, if so, the name, address, and telephone number of his/her counsel.

C. Subject to approval of the Court, any objecting Class Member may appear, in person or by counsel, at the Final Approval Hearing held by the Court. By this provision, the Parties are not waiving and are expressly preserving their right to contest any appearance by an objector on any grounds, or from asserting any and all other potential defenses and privileges to any such appearance.

D. The agreed-upon procedures and requirements for submitting objections in connection with the Final Approval Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Class Member's objection to the Settlement Agreement, in accordance with the due process rights of all Class Members. The Preliminary Approval Order and Class Notice will require all Class Members who have any objections to submit the objections to the Settlement Administrator at the address set forth in the Class Notice, by no later than the Objection Date.

E. Class Counsel will defend the Court's Final Approval Order and any related orders in the event of an appeal.

X. RELEASE OF CLAIMS

A. Plaintiff and Class Members who fail to timely make a Request for Exclusion from the Settlement release Defendant and Released Parties from any and all Released Claims.

B. Class Representative expressly waives and relinquishes, to the fullest extent permitted by law, the provisions, rights, and benefits of section 1542 of the California Civil Code with respect to the Released Claims. Section 1542 of the California Civil Code provides as follows:

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. Settlement Class Members, including the Class Representative, and any of them, may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Released Claims, but the Class Representative expressly have, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally, and forever settled and released

any and all Released Claims. The Parties acknowledge, and the Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Agreement of which the Release set forth in Section IX below is a part. Released Claims shall not include the right of any Class Member or any of the Released Persons to enforce the terms of the settlement contained in the Settlement Agreement and shall not include the claims of Class Members who have timely excluded themselves from the Settlement Class.

D. Upon the Effective Date, SDAIHC shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, relinquished, and discharged Plaintiff, each and all of the Settlement Class Members, and Plaintiff's counsel of all claims based upon or arising out of the institution, prosecution, assertion, settlement, or resolution of the Action or the Released Claims, except for enforcement of the Settlement Agreement and except as to Class Members who submit a timely and valid Request for Exclusion from the Settlement.

E. This Settlement Agreement does not affect the rights of Class Members who submit a timely and valid Request for Exclusion from the Settlement.

F. Upon issuance of the Final Approval Order, and to the fullest extent permitted by law, (i) the Settlement Agreement shall be the exclusive remedy for any and all Class Members, except those who have opted out in accordance with the provisions hereof, (ii) Defendant and Released Parties shall not be subject to liability or expense of any kind to any Class Member(s) for reasons related to the Action or any Released Claim except as set forth herein, and (iii) Class Members shall be permanently barred from initiating, asserting or prosecuting any and all Released Claims against Defendant and Released Parties.

XI. REPRESENTATIONS, WARRANTIES, AND COVENANTS

A. Class Counsel represent and warrant that they have the authority, on behalf of Plaintiff, to execute, deliver and perform this Settlement Agreement and to consummate all of the transactions contemplated hereby. This Settlement Agreement has been duly and validly executed and delivered by Class Counsel and Plaintiff and constitutes their legal, valid, and binding obligation.

B. SDAIHC, through its undersigned attorneys, represents and warrants that it has the authority to execute, deliver, and perform this Settlement Agreement and to consummate the transactions contemplated hereby. The execution, delivery, and performance by SDAIHC of this Settlement Agreement and the consummation by it of the actions contemplated hereby have been duly authorized by SDAIHC. This Settlement Agreement has been duly and validly executed and delivered by SDAIHC and constitutes its legal, valid, and binding obligation.

XII. DISMISSAL OF THE ACTION

A. Plaintiff, on behalf of himself and the Class Members, consents to the entry of Final Judgment on the Settlement Agreement, fully resolving and adjudicating all claims brought in this Action by dismissal with prejudice.

XIII. TERMINATION OF SETTLEMENT

A. In the event of any of the following events, this Agreement shall be cancelled and terminated unless Class Counsel and Defendant's Counsel mutually agree in writing to proceed with the Agreement: (i) Class Counsel and SDAIHC agree to termination before the Effective Date; (ii) the Court refuses to grant Preliminary Approval of this Agreement; (iii) the Court refuses to grant Final Approval of this Agreement; (iv) any appellate court modifies the Final Judgment or reverses it; or (v) the Effective Date does not occur.

B. In the event that the (i) Agreement is not approved by the Court and one or both parties decide not to revise the terms of the Agreement to address the Court's concerns and seek approval of a revised agreement, or (ii) the Agreement is terminated in accordance with its terms, then (a) the Parties shall be restored to their respective positions in the Action as if the Agreement had never been entered into, all of the Settling Parties' respective pre-Settlement claims and defenses will be preserved, any remaining funds in the Settlement Fund shall immediately be returned to SDAIHC within seven business days, and the Parties shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any party or its counsel, and (b) the terms and provisions of this Agreement and statements made in connection with seeking approval of the Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys' fees, costs, expenses, and/or service awards shall constitute grounds for cancellation or termination of the Agreement.

C. The Settling Parties agree, for purposes of this Agreement only, to the certification of the Settlement Class. If the Agreement is terminated or cancelled pursuant to the terms of this Agreement and the certification of the Settlement Class provided for herein, will be vacated and the Action shall proceed as though the Settlement Class had never been certified, without prejudice to any person's or Settling Parties' position on the issue of class certification or any other issue. The Settling Parties' agreement to the certification of the Settlement Class is also without prejudice to any position asserted by the Settling Parties in any other proceeding, case, or action, as to which all of their rights are specifically preserved.

XIV. MISCELLANEOUS PROVISIONS

A. This Settlement Agreement is not to be used in evidence (except in connection with obtaining approval of this Settlement Agreement and enforcing its terms) and shall not at any time be construed or deemed to be any admission or concession by SDAIHC with respect to any alleged wrongdoing, fault, or omission of any kind whatsoever, regardless of whether or not this Settlement Agreement results in entry of a Final Approval Order as contemplated herein. SDAIHC specifically denies all of the allegations made in connection with the Action. Neither this Settlement Agreement nor any class certification pursuant to it shall constitute, in this or in any other proceeding, an admission by SDAIHC, or evidence or a finding of any kind, that any requirement for class certification is satisfied with respect to the Action, or any other litigation, except for the limited purpose of settlement pursuant to this Settlement Agreement. This

Settlement Agreement also is made with the Parties' express understanding and agreement that if for any reason this Settlement is not approved by the Court, SDAIHC may continue to contest and deny that any class, including the proposed Settlement Class, is suitable for certification as a class under the law of any jurisdiction.

B. The Settling Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Action and the Released Claims. The Settlement Agreement compromises claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the Settlement Agreement was negotiated in good faith by the Settling Parties, and reflects a Settlement that was reached voluntarily after consultation with competent legal counsel.

C. This Settlement Agreement is entered into only for purposes of Settlement. In the event that the Final Approval Order is not entered, or a Final Approval Order is subsequently reversed on appeal, the Parties agree to use their best efforts to cure any defect(s) identified by the Court. If, despite their best efforts, the Parties cannot cure said defects, this Settlement Agreement, including any releases or dismissals hereunder, is canceled, and no term or condition of this Settlement Agreement, or any draft thereof, or of the discussion, negotiation, documentation or other part or aspect of the Parties' settlement discussions, shall have any effect, nor shall any such matter be admissible in evidence for any purpose, or used for any purposes whatsoever in the Action, and all Parties shall be restored to their prior rights and positions as if the Settlement Agreement had not been entered into.

D. The headings of the sections and paragraphs of this Settlement Agreement are included for convenience only and shall not be deemed to constitute part of this Settlement Agreement or to affect its construction.

E. Capitalized words, terms and phrases are used as defined in Section II, above.

F. This Settlement Agreement may not be modified or amended except in writing and signed by all of the Parties.

G. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

H. It is agreed that it is impossible or impractical to have each Class Member execute this Agreement. The Class Notice will advise all Class Members of the binding nature of the Released Claims, Settlement Agreement, Final Approval Order, and Judgment. Each of these documents shall have the same force and effect as if each Class Member executed this Settlement Agreement.

I. Before filing any motion in the Court pertaining to this Agreement, the Parties shall meet and confer with each other and certify to the Court that they have meaningfully met and conferred with one another at least five (5) days before any motion is filed.

J. If any deadline set forth in this Agreement or the exhibits attached hereto falls on a Saturday, Sunday, or legal holiday, that deadline will be continued to the next business day.

K. Each Party acknowledges, agrees, and specifically warrants, that he or it has fully read this Agreement and the Releases, and received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

L. This Agreement is intended to and shall be governed by the laws of the State of California without regard to its choice of law principals.

M. Except as otherwise provided in this Settlement Agreement, each Party shall bear his, her or its own costs of the Action.

N. The Parties reserve the right, by agreement and subject to the Court's approval, to grant any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement, as well as to correct any inadvertent, non-substantive mistakes or typographical errors contained in any of the Settlement papers.

O. The administration and consummation of the Settlement as embodied in this Settlement Agreement shall be under the authority of the Court. The Court shall retain jurisdiction to protect, preserve, and implement the Settlement Agreement, including, but not limited to, the release. The Final Approval Order will provide that the Court expressly retains jurisdiction to enter such further orders as may be necessary or appropriate in administering and implementing the terms and provisions of this Settlement Agreement, including, but not limited to, orders enjoining Class Members from prosecuting claims that are released pursuant to this Settlement Agreement as provided herein, and allowing for discovery related to objectors, if any.

P. The determination of the terms of, and the drafting of, this Settlement Agreement has been by mutual agreement after negotiation, with consideration by and participation of all Parties and their counsel. Since this Settlement Agreement was drafted with the participation of all Parties and their counsel, the presumption that ambiguities shall be construed against the drafter does not apply. The Parties were represented by competent and effective counsel throughout the course of settlement negotiations and in the drafting and execution of this Settlement Agreement, and there was no disparity in bargaining power among the Parties to this Settlement Agreement.

Q. This Settlement Agreement constitutes the entire, fully integrated agreement among the Parties and cancels and supersedes all prior written and unwritten agreements and understandings pertaining to the Settlement of the Action.

R. The Parties agree that any unresolved disputes regarding the meaning of the terms and conditions of this Settlement Agreement, the Parties' rights and obligations under this Settlement Agreement, and/or as to any disagreement regarding the manner in which any issue or dispute arising under this Settlement Agreement should be resolved, shall be submitted to the Court for resolution.

S. All time periods set forth herein shall be computed in calendar days unless otherwise expressly provided. In computing any period of time prescribed or allowed by this Agreement or by order of the Court, the day of the act, or default, from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be

included, unless it is a Saturday, a Sunday or a legal holiday, in which event the period shall run until the end of the next day that is not one of the aforementioned days. Each of the Parties reserves the right, subject to the Court's approval, to seek any reasonable extensions of time that might be necessary to carry out any of the provisions of this Agreement, and to modify or supplement any notice contemplated hereunder.

T. Any failure by any of the Parties to insist upon the strict performance by any of the other Parties of any of the provisions of this Agreement shall not be deemed a waiver of any provision of this Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions herein.

U. All dollar amounts are in United States dollars (USD).

V. Within five (5) business days after the filing of the Motion for Preliminary Approval, Plaintiff shall prepare and provide CAFA Notice as required by 28 U.S.C. § 1715(b).

W. To the extent permitted by law and any applicable Court rules, all agreements made, and orders entered during the course of the Action relating to the confidentiality of documents or information shall survive this Agreement and the Effective Date.

X. The Settling Parties represent and agree that the terms of the Agreement were negotiated at arm's length and in good faith by the Settling Parties and reflect a settlement that was reached voluntarily based upon adequate information and sufficient discovery and after consultation with experienced legal counsel.

Y. The Settling Parties understand and acknowledge that they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter discover facts in addition to, or different from, those they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in any substantive or procedural law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law or changes in any substantive or procedural law, subsequently occurring or otherwise.

Z. All notices to the Parties or counsel required by this Settlement Agreement shall be made in writing and communicated by electronic and regular mail to the following addresses (unless one of the Parties subsequently designates one or more other designees):

For Class Counsel:

Laura Van Note
lvn@colevannote.com
Cole & Van Note
555 12th St., Suite 2100

For SDAIHC:

Ian C. Ballon
Timothy A. Butler
Greenberg Traurig, LLP
1900 University Avenue, 5th Floor

Oakland, CA 94607

East Palo Alto, CA 94303
(650) 328-8500
Ballon@gtlaw.com
Tim.butler@gtlaw.com

IN WITNESS WHEREOF, Plaintiff and SDAIHC, by and through their respective counsel, have executed this Settlement Agreement as of the date(s) indicated on the lines below.

Dated: 1/22/2024

Laura Van Note

ID Gsfyu7hRvqwFhsYuDjJpyRKH

Laura Van Note, Esq.
Cole & Van Note
Attorneys for Plaintiff/Class Counsel

Dated: 01/19/2024

Ian C. Ballon

Ian C. Ballon, Esq.
Timothy A. Butler, Esq.
Greenberg Traurig, LLP
Attorneys for Defendant
San Diego American Indian Health Center