

## CLASS ACTION SETTLEMENT AGREEMENT

Plaintiffs R.O., a minor, by and through Cara O., Parent and Guardian *ad Litem*, and Jose Orozco, a minor, by and through Guardian *ad Litem*, Joanna Vega ("Plaintiffs"), on behalf of themselves and all others similarly situated, and Defendant Rady Children's Hospital-San Diego ("Rady" or "Defendant") (collectively, the "Parties"), hereby enter into this Class Action Settlement Agreement ("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, on February 27, 2020, Plaintiff R.O., a minor, by and through Cara O., Parent and Guardian *ad Litem*, filed a Class Action Complaint in the Superior Court of the State of California, County of San Diego, captioned R.O., by and through Cara O., Parent and Guardian *ad Litem* v. Rady Children's Hospital-San Diego, Case No. 37-2020-00011841-CU-BT-CTL, (the "R.O. Action"); on behalf of himself and a putative class asserting claims against Rady Children's Hospital-San Diego ("Rady") for (1) violation of California's Unfair Competition Law (Cal. Bus. & Prof. Code § 17200, et seq.) ("UCL"); (2) general negligence (Cal. Civ. Code §§ 1708, 1714, subd. (a)); and (3) violation of the Confidentiality of Medical Information Act (Cal. Civ. Code § 56, et seq.) ("CMIA");

WHEREAS, on July 01, 2020, Plaintiff Jose Orozco, a minor, by and through his Guardian *ad Litem*, Joanna Vega, filed a Class Action Complaint in the Superior Court of the State of California, County of San Diego, captioned Jose Orozco, a minor, by and through Guardian *ad Litem*, Joanna Vega v. Rady Children's Hospital-San Diego, Case No. 37-2020-00023102-CU-NP-CTL (the "Orozco Action") on behalf of himself and a putative class asserting claims against Rady Children's Hospital-San Diego for (1) violation of the CMIA (Cal. Civ. Code § 56, et seq.) ("CMIA"); and (2) violation of California's UCL (Cal. Bus. & Prof. Code § 17200, et seq.);

WHEREAS, on September 10, 2020, the Court ordered the R.O. Action and the Orozco Action related, deemed complex, and consolidated for all purposes (the "Consolidated Action");

WHEREAS, on October 5, 2020, the Court entered an Order Granting Stipulation to Appoint Co-Lead Counsel (the "Lead Order"), which Lead Order appointed HAEGGQUIST & ECK, LLP ("HAE") and the KAZEROUNI LAW GROUP, APC ("KLG"), as Co-Lead Counsel for Plaintiffs in the Consolidated Action;

WHEREAS, Rady denies liability, and Plaintiffs and Rady recognize the outcome of the Litigation and the claims asserted in the Complaint are uncertain, and that pursuing the Litigation to judgment would entail substantial cost, risk, and delay;

WHEREAS, the Parties have explored and discussed at length the factual and legal issues in the Litigation and have participated in mediation with a well-respected mediator, Bruce A.

Friedman of JAMS, concerning the issues raised by Plaintiffs in the Litigation, and have agreed to a global, final settlement of the Action that resolves all claims and renders the need for further litigation unnecessary;

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

WHEREAS, Plaintiffs, by and Through Class Counsel, have: (a) made a thorough investigation of the facts and circumstances surrounding the allegations asserted in the Litigation; (b) engaged in investigation and discovery of the claims asserted in the Litigation, including discovery obtained by Plaintiffs 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 Litigation, including the defenses that Rady likely would assert;

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

WHEREAS, Rady does not believe Plaintiffs' claims are meritorious and has denied and continues to deny any and all claims alleged by Plaintiffs, and has denied and continues to deny that it is legally responsible or liable to Plaintiffs or any member of the Class for any of the matters and/or claims asserted in this Litigation, 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 Plaintiffs and all members of the Class relating to claims which were or could have been asserted by Plaintiffs and the Class in this Litigation relating to the alleged practices and confidentiality breach 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 with a respected neutral mediator, Bruce Friedman, Esq. of JAMS, 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 and all terms herein offer 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 Plaintiffs, individually and on behalf of the Class, and Rady;

NOW, THEREFORE, it is hereby stipulated and agreed, by and between the undersigned Parties, as follows:

## II. DEFINITIONS

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

A. “Action” means the case captioned *R.O., by and through Cara O., Parent and Guardian ad Litem v. Rady Children’s Hospital-San Diego*, Case No. 37-2020-00011841-CU-BT-CTL consolidated with *Jose Orozco v. Rady Children’s Hospital – San Diego*, Case No. 37-2020-00023102-CU-NP-CTL, pending in the Superior Court of the State of California, County of San Diego. The Action may also be referred to as the "Litigation."

B. “Agreement”, “Settlement”, or “Settlement Agreement” means this Settlement Agreement.

C. “Approved Claim” means the timely submitted Claim Form by a Settlement Class Member that has been approved by the Settlement Administrator.

D. “Attested Time” means time spent remediating issues related to the Data Security Incident.

E. “Claim Form(s)” or “Claim(s)” means the form(s) Settlement Class Members must submit to be eligible for Settlement Benefits.

F. “Claims Deadline” means the last day to submit a timely Claim Form(s), which will occur ninety (90) days after the Notice Deadline.

G. “Claims Period” means the period of time during which Settlement Class Members may submit Claim Forms to receive Settlement Benefits, which will end on the Claims Deadline.

H. “Class” means the class defined as: “All patients of Defendant Rady who were admitted as radiology patients or received radiology-related treatment or services at one of Defendant’s hospital, satellite or urgent care locations on or before January 3, 2020 and were mailed a letter sent by Rady entitled Notice of Data Breach, dated on or about February 21, 2020.”

I. “Class Counsel” or “Plaintiffs’ Counsel” means HAEGGQUIST & ECK, LLP, KAZEROUNI LAW GROUP, APC, and KEEGAN & BAKER, LLP.

J. "Class Counsels' Fees and Expenses" means the reasonable attorneys' fees and expenses of Class Counsel subject to approval of the Court.

K. "Class Members" means the persons who qualify as members of the Class as defined herein.

L. "Class Notice" means the Court-approved form of notice to the Class, mutually prepared and agreed upon by the Parties, informing the Class of, among other things, the terms of the Settlement, and the preliminary approval of the Settlement; (ii) the scheduling of the Final Approval Hearing; and (iii) their opportunity to participate in, object to, or exclude themselves from, the Settlement.

M. "Class Representative(s)" refers to the Plaintiffs, as defined herein.

N. "Court" means the Superior Court of the State of California, County of San Diego, the Honorable Katherine Bacal, or such other judge to whom the Action may hereafter be assigned.

O. "Data Security Incident" means the data security incident that involved possible unauthorized access to radiology-related patient information as referred to in the Data Security Incident notification letters sent to affected patients, or their parents or guardians, on or about February 21, 2020.

P. "Defendant's Counsel" means Jon P. Kardassakis, Lewis Brisbois Bisgaard & Smith LLP.

Q. "Effective Date" means the date by when: (1) the Court's Final Approval Order is a final, appealable judgment; and (2) either: (a) no appeal has been taken from the judgment relating to the merits of the settlement as of the date on which all times to appeal therefrom have expired, or (b) an appeal or other review proceeding of the judgment relating to the merits of the settlement having been commenced, such appeal or other review is finally concluded and no longer is subject to review by any court, whether by appeal, petitions for rehearing or re-argument, petitions for rehearing *en banc*, petitions for writ of certiorari, or otherwise, and such appeal or other review has been finally resolved in a manner that affirms the Final Approval Order in all material respects. If the Final Approval Order on Fees is entered separately or at a later date, this shall not impact the Effective Date of Class Settlement, but any obligation to pay Court-approved Class Counsels' Fees and Expenses shall arise only after entry of an order approving Class Counsels' Fees and Expenses.

R. "Final Approval Hearing" means the hearing at which the Court will consider and finally decide whether to enter the Final Approval Order and/or Final Approval Order on Application for Plaintiffs' Incentive Awards and Class Counsel's Fees and Expenses.

S. "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.

T. "Experian IdentityWorks" means one (1) year of Experian IdentityWorks services. The services for Minor's include Internet surveillance to monitor the trading of a child's personal information on the Internet, identity restoration services, and identity theft insurance. Experian provides the following descriptions of Identity (Adults) and Minor Plus (Minors):

### Identity (Adults)

You can contact Experian immediately regarding any fraud issues, and have access to the following features once you enroll in Experian IdentityWorks:

- ☐ Internet Surveillance: Technology searches the web, chat rooms & bulletin boards 24/7 to identify trading or selling of your personal information on the Dark Web.
- ☐ Identity Restoration: Identity Restoration specialists are immediately available to help you address credit and non-credit related fraud.
- ☐ Experian IdentityWorks ExtendCARE™: You receive the same high-level of Identity Restoration support even after your Experian IdentityWorks membership has expired.
- ☐ Up to \$1 Million Identity Theft Insurance\*: Provides coverage for certain costs and unauthorized electronic fund transfers.

\*The Identity Theft Insurance is underwritten and administered by American Bankers Insurance Company of Florida, an Assurant company. Please refer to the actual policies for terms, conditions, and exclusions of coverage. Coverage may not be available in all jurisdictions.

### Minor Plus (Minors)

- ☐ Social Security Number Trace: Monitoring to determine whether enrolled minors in your household have an Experian credit report. Alerts of all names, aliases and addresses that become associated with your minor's Social Security Number (SSN) on the Experian credit report.
- ☐ Internet Surveillance: Technology searches the web, chat rooms & bulletin boards 24/7 to identify trading or selling of your personal information on the Dark Web.
- ☐ Identity Restoration: Identity Restoration specialists are immediately available to help you address credit and non-credit related fraud.
- ☐ Experian IdentityWorks ExtendCARE™: Receive the same high-level of Identity Restoration support even after the Experian IdentityWorks membership has expired.
- ☐ Up to \$1 Million Identity Theft Insurance\*: Provides coverage for certain costs and unauthorized electronic fund transfers.

\*The Identity Theft Insurance is underwritten and administered by American Bankers Insurance Company of Florida, an Assurant company. Please refer to the actual policies for terms, conditions, and exclusions of coverage. Coverage may not be available in all jurisdictions.

U. "Incentive Award" means the amount to be paid to a Class Representative to compensate him or her for the time and effort on behalf of the Class, subject to approval of the Court, and which the Parties have agreed as part of the Settlement shall be requested in the amount of two thousand five hundred dollars (\$2,500.00) to each Class Representative.

V. "Litigation" means the Action, as defined in paragraph A above.

W. "Mailed Notice" means the Class Notice sent by U.S. Mail.

X. "Minor Claim Form" means the form(s) a parent or legal guardian may submit on behalf of a Settlement Class Member who is under the age of eighteen (18) at the time of the claim submission to obtain Settlement Benefits.

Y. "Objection Date" means the deadline for members of the Class to either personally or through their authorized representative, file a written notice of objection to the Settlement Agreement's terms, Class Counsels' Fees and Expenses, or the Incentive Awards, and to submit any required statements, proof, or other materials and/or argument as specified on the Class Notice. The postmark date shall constitute evidence of the date of mailing for this purpose.

Z. "Out-of-Pocket Expenses" means out-of-pocket expenses that were reasonably incurred as a result of the Data Security Incident for: (i) long distance telephone charges; (ii) cell minutes (if charged by minute), Internet usage charges (if charged by the minute or by the amount of data usage and incurred solely as a result of the Data Security Incident), and text messages (if charged by the message and incurred solely as a result of the Data Security Incident); (iii) unreimbursed charges from banks or credit card companies; (iv) postage; (v) unreimbursed costs for credit reports; and (vi) unreimbursed costs for credit monitoring and identity theft protection first purchased by Settlement Class Members between February 21, 2020 and the Claims Deadline (with affirmative statement by Settlement Class Member that it was purchased primarily because of the Data Security Incident and not for other purposes, and with proof of purchase).

AA. "Opt – Out Date" means the deadline for members of the Class to exclude themselves from the Settlement by, either personally or through their authorized representative, submitting a Request for Exclusion to the Settlement Administrator. The postmark date shall constitute evidence of the date of mailing for this purpose.

BB. "Parties" means the Plaintiffs and Defendant.

CC. "Preliminary Approval Order" means the order of the Court preliminarily approving this Settlement Agreement.

DD. "Rady" means Rady's Children's Hospital — San Diego, the Defendant in the Action.

EE. "Released Claims" means the claims released by this Settlement Agreement, as set forth in Section XI.

FF. "Released Parties" means Rady, Rady Children's Health Services-San Diego, Rady Children's Hospital and Health Center, and each of their respective parents, subsidiaries, predecessors, successors, divisions, joint ventures, affiliates and related entities and all of their respective past and present shareholders, directors, officers, employees, partners, principals, agents, attorneys, insurers, reinsurers, assigns, all persons who acted on their behalf and related or affiliated entities.



GG. "Request for Exclusion" means a timely and valid request by any Class Member for exclusion from the Settlement in accordance with the terms of this Settlement Agreement.

HH. "Settlement" and "Settlement Agreement" means the agreement by the Parties to resolve this Litigation, the terms of which have been memorialized herein.

II. "Settlement Administrator" means the Settlement Administrator approved by the Court.

JJ. "Settlement Benefits" means the benefits to Settlement Class Members provided for in this Agreement.

KK. "Settlement Class Members" means Class Members who have not timely and validly opted-out of participation in the Settlement.

LL. "Settlement Umpire" means the person approved by the Court to have the power to finally resolve any disputes regarding Claims submitted.

### **III. REQUIRED EVENTS: PRELIMINARY APPROVAL, FINAL APPROVAL**

Promptly after execution of this Settlement Agreement by all Parties:

Class Counsel and Defendant's Counsel shall take all reasonable and necessary steps to obtain entry of the Preliminary Approval Order substantially as provided in the Proposed Order Granting Preliminary Approval and obtain entry of the Final Approval Order. Class Counsel, with Rady's pre-filing review, shall prepare and file all documents in connection with the Motion for Preliminary Approval and the Motion for Final Approval.

In the event that the Court denies or fails to issue the Preliminary Approval Order, or denies 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 Plaintiffs 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.

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.

Upon Entry of the Final Approval Order, the Court shall enter Judgment in accordance with the terms of this Settlement Agreement, substantially as provided in the Proposed Order

Granting Final Approval and Entering Judgment. The Judgment shall enjoin the prosecution of any claim, suit or litigation, including but not limited to class action, related to or arising out of the facts alleged in the Complaints filed in the Action and/or the claims alleged in the Action by Plaintiffs or any Class Member who has not timely opted-out of participation in this settlement .

#### **IV. SETTLEMENT BENEFITS**

1. The Settlement Class will be divided into two Sub-Classes:
  - A. Sub-Class 1 consists of those 590 Class Members whose information was on Rady's server HCIPAPV1 and whose information may have been accessed by an unauthorized user.
  - B. Sub-Class 2 consists of those 1,770 Class Members who do not timely opt-out of participation in this settlement whose information was on server Rady's server HCIPAPV2 and not on server HCIPAPV1. An unauthorized user may have accessed information for up to as many as 32 persons of the 1,770 persons in Sub-Class 2.
2. The Settlement Administrator will provide notice to all Class Members of this Settlement Agreement.
3. All Settlement Class Members will have an opportunity to make a claim for Settlement Benefits.
4. Settlement Benefits to Sub-Class 1 Settlement Class Members.
  - A. Sub-Class 1 Settlement Class Members who submit timely and valid Claims will receive One Hundred Twenty-Five Dollars (\$125.00).
  - B. Sub-Class 1 Settlement Class Members who submit timely and valid Claims will be reimbursed, up to a maximum of Four Hundred Dollars (\$400.00) per Sub-Class 1 Settlement Class Member, for actual documented Out-of-Pocket Expenses incurred by that Class Member after June 20, 2019 as a result of the Data Security Incident .
  - C. Sub-Class 1 Settlement Class Members who submit timely and valid Claims will be provided the opportunity to enroll, at no expense to the Settlement Class Member, in Experian IdentityWorks for twelve (12) months.
5. Settlement Benefits to Sub-Class 2 Settlement Class Members
  - A. Sub-Class 2 Settlement Class Members who submit timely and valid Claims will receive Thirty-Five Dollars (\$35.00).
  - B. Sub-Class 2 Settlement Class Members who submit timely and valid Claims will be reimbursed, up to a maximum of Four Hundred Dollars (\$400.00) per Sub-Class 2 Settlement Class Member, for actual documented Out-of-Pocket Expenses incurred by that Class Member after June 20, 2019 as a result of the Data Security Incident.
  - C. Sub-Class 2 Settlement Class Members who submit timely and valid Claims will be provided the opportunity to enroll, at no expense to the Settlement Class Member, in Experian IdentityWorks for twelve (12) months.



6. To receive Settlement Benefits, all Settlement Class Members must complete a valid Claim Form and timely submit the Claim Form to the Settlement Administrator.

7. Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient documentation to determine whether the claim is facially valid, the Settlement Administrator shall request additional information and give the claimant thirty (30) days to cure the defect before rejecting the claim. Requests for Claim Supplementation shall be made within thirty (30) days of receipt of such Claim Form or thirty (30) days from the Effective Date, whichever comes later. In the event of unusual circumstances interfering with compliance during the 30-day period, the claimant may request and, for good cause shown (illness, military service, out of the country, mail failures, lack of cooperation of third parties in possession of required information, etc.), shall be given a reasonable extension of the 30-day deadline in which to comply; however, in no event shall the deadline be extended to later than one year from the Effective Date. If the defect is not cured, then the claim shall be deemed invalid and denied and will not be considered an approved claim.

8. The Court shall order Rady to provide to the Settlement Administrator the information about that Settlement Class Member submitting a claim that was present on server HCIPAPV1 or HCIPAPV2 at the time of the Data Security Incident under a protective order pursuant to Civil Code § 56.10(b)(1).

9. The Settlement Administrator shall consider all evidence submitted by a Settlement Class Member, Class Counsel, Defendant's Counsel, and by Rady in making determinations regarding claim approval.

10. The Settlement Administrator will carefully review all submitted claims and will approve for payment claims authorized above.

11. If there is a reasonable basis for dispute as to whether a person who submits a claim is a Settlement Class Member or whether the person is a Sub-Class 1 Settlement Class Member or a Sub-Class 2 Settlement Class Member, the Settlement Administrator will notify Class Counsel and Defendant's Counsel and if they are able to agree, the Settlement Administrator will follow their joint instructions. If Class Counsel and Defendant's Counsel are not able to agree on the proper disposition of the claim, the Settlement Administrator shall notify such person who submitted the disputed claim and the Settlement Umpire who will review and hear from such person who submitted the disputed claim appropriate evidence and make a written determination that is binding on all Parties and Class Members. If there is a reasonable basis for dispute as to whether a claim for actual documented Out-of-Pocket Expenses is supported by reasonable evidence, the Settlement Administrator will notify Class Counsel and Defendant's Counsel and if they are able to agree that such Out-of-Pocket Expenses is supported by reasonable evidence, the Settlement Administrator will follow their joint instructions. If Class Counsel and Defendant's Counsel are not able to agree that such Out-of-Pocket Expenses is supported by reasonable evidence, the Settlement Administrator shall notify such person who submitted the disputed claim and the Settlement Umpire who will review and hear from such person who submitted the disputed claim appropriate evidence and make a written determination that is binding on all Parties and Class Members.

12. The Court shall order Rady to provide to the Settlement Umpire the information about the Settlement Class Member submitting a claim that was present on server HCIPAPV1 or

HCIPAPV2 at the time of the Data Security Incident under a protective order pursuant to Civil Code § 56.10(b)(1).

13. The Settlement Umpire shall consider all evidence submitted by a Settlement Class Member, Class Counsel, Defendant's Counsel, and by Rady in making determinations regarding claim approval.

14. The Parties agree that Bruce A. Friedman, who was the Mediator in connection with the negotiation of this Settlement Agreement, will be appointed as the Settlement Umpire. If for any reason Bruce A. Friedman is unwilling or unable to perform the duties of the Settlement Umpire, the Parties will consult and attempt to reach agreement as to an alternate Settlement Umpire to be approved by the Court. If the Parties are unable to reach agreement as to an alternate Settlement Umpire to be approved by the Court, any Party may file a noticed motion asking the Court to appoint an alternate Settlement Umpire.

15. The Settlement Administrator shall report to Rady, Class Counsel and Defendant's Counsel the total amount of and the details of all approved claims. Rady shall fund all approved claims within twenty (20) business days after (a) the Effective Date or (b) after receipt of the Settlement Administrator's report of approved claims, whichever comes last. Provided, however, that if Rady disputes any approved claim, it shall provide notice written notice to the Settlement Administrator, any person submitting the disputed claim for a Settlement Class Member, and Class Counsel that it disputes a claim and reasonable details regarding the basis for the dispute. Rady shall fund the payment of all other approved claims within that twenty (20) day period. Within five (5) business days of receiving a binding determination from the Settlement Umpire, Rady shall fund any additional approved claims.

16. Defendant shall take all necessary steps to ensure that those Settlement Class Members who are provided the opportunity to enroll in Experian IdentityWorks will be provided an activation code and will have ninety (90) days after the code is sent by Experian to them to activate their service. Any member of the Settlement Class who has received the referenced activation code by Experian and who fails to activate their service by the activation deadline will be considered as having waived any right to activate their Experian IdentityWorks subscription.

17. **Cash Payment.** Rady agrees to fund all approved claims, and provide and fund the payments of claims and incentive awards for the Class Representatives, and the payments for the claims of the Settlement Class Members, within twenty (20) days of the Effective Date to the Settlement Administrator who shall establish a Qualified Settlement Fund (QSF), as defined by 26 C.F.R. 1.468B-1, for the deposit of the monetary portion of the Settlement Benefits. Under no circumstances will Rady have any further monetary payment obligation other than the payment of the monetary portion of the Settlement Benefits. Upon payment to the Settlement Administrator, all risk of loss is with the Plaintiffs and the Class. There will be no reversion of the Settlement Benefits funds to Rady, except for checks that remain uncashed more than ninety (90) days after date of issuance. In addition, within twenty (20) days of the Effective Date, Rady will provide to the Settlement Administrator the funds necessary to cover the Court approved fees and costs payable to the Class Counsel.

18. **Identity Theft Protection.** Rady shall pay Experian directly for the cost of providing Experian IdentityWorks to Settlement Class Members who enroll. Experian IdentityWorks is specifically designed to protect information for minors. The services include

Internet surveillance to monitor the trading of a child's personal information on the Internet, identity restoration services, and identity theft insurance. Class Counsel estimates and Defendant agrees not to dispute that, if fully utilized, this portion of the settlement may amount to approximately \$566,116.80 of value conferred to the Class. This value was estimated by multiplying the number of Class Members (2,360) by the estimated retail value to consumers of approximately \$19.99 per month for 12 months for the comparable Experian IdentityWorks<sup>SM</sup> Premium product with nearly identical features which is available to the public directly through Experian.

19. **Remedial Measures.** Rady provides the following list of items done to secure and enhance its data systems with estimated valuations, both external in terms of third-party vendors and internal in terms of costs to repair, test and enhance its data systems following the Data Security Incident.

a. Enhance Firewall Change Management and Logging Policy and Procedures

- Document a new standardized and rigorous procedure to create or modify firewall rule sets.
- Ensure the procedure above includes a risk assessment to identify steps in the procedure where error/negative outcomes could occur and institute safeguards against said risk points.
- Implemented a process for changes made to the firewall be validated against documented expected outcomes by a second set of eyes by a Network Engineer on the Network team, with validation by an Information Security Engineer on the Information Security team.
- Audited and implemented log retention and firewall management policies, as well as assess if any other new policies or policy modifications are necessary.
- Modified the Network team process for managing change requests. There should only be one ownership model regardless of whether the change is urgent or not.
- Rady has ensured that an appropriate risk analysis is conducted as part of any firewall rule additions or changes.
- The value of these measures is approximately \$20,000.00.

b. Change Management Process

- Management has codified practices to trust but verify all required change documentation is completed for all changes, with 100% consistency, as well as continuous auditing of process documentation.
- Re-evaluated definitions for urgent changes, the approval process for an "urgent" status and set clear expectations for urgent requests.
- The value of these measures is approximately \$50,000.00.

c. Firewall Audit Discrete Findings

- Rady remediated twenty-two system specific vulnerabilities and remediated risk through nineteen discrete firewall changes. These included specific patches that were applied, firewall rule changes or configurations that were made in order to address risk.
- The value of these measures is approximately \$25,000.00.

d. Certificate Management

- Efforts were made to eliminate — or minimize to the extent possible — disclosure of internal information such as internal hostnames, IP addresses, and certificate/public key infrastructure (PKI) details.
- The value of this measure is approximately \$5,000.00.

e. Vulnerability Management

- Audited and ensured external vulnerability scans occur on a regular basis.
- Audited credentialed/ authenticated vulnerability scans to help proactively identify unpatched software and services that might not be identifiable using an anonymous scan.
- Ensured there is a process to communicate known security vulnerabilities and their remediation status to operations.
- The value of this measure is approximately \$50,000.00.

f. Penetration Testing

- Developed and implemented a more expansive and balanced penetration test program.
- The value of this measure is approximately \$126,400.00.

g. Web Application Firewall

- Implemented Cloud Based web application Firewall to protect Rady web applications.
- The value of this measure is approximately \$31,000.00.

20. Incentive Awards to Class Representatives. Rady will pay Incentive Award payments approved by the Court up to a maximum amount of two thousand five hundred dollars (\$2,500.00) to Cara O., Parent and Guardian *ad Litem* of R.O., and up to a maximum amount of two thousand five hundred dollars (\$2,500.00) to Joanna Vega, Guardian *ad litem* of Jose Orozco. The incentive awards shall be separate from and in addition to the Class Representatives' portion of the Settlement Benefits.

21. Payment of Plaintiffs' Attorneys' Fees and Costs: Defendant agrees to pay Plaintiffs' reasonable attorneys' fees and litigation costs approved by the Court in an amount up to a maximum of One Hundred Seventy-Five Thousand Dollars (\$175,000.00). Defendant will not oppose Plaintiffs' Motion for Attorney's Fees and Costs seeking an award up to this amount. Within 7 business days of the Court's issuance of an order granting fees and expenses to Class Counsel, HAE and KLG will jointly provide the Settlement Administrator with instructions for issuance of wire transfer to a joint escrow account (or to such other accounts and in such amounts as to which Plaintiffs' Counsel jointly agree in writing and jointly notify the Settlement Administrator) for deposit of the fees and expenses, which shall thereafter be distributed per the terms of agreement between and among Plaintiffs' Counsel. Defendant shall have no liability or responsibility for the distribution between and among Class Counsel for the Court approved fees and expenses, nor shall Defendant take any position concerning the allocation of the fees and expenses between and among Class Counsel.

22. Settlement Administration and Expenses. Rady will pay the fees and costs of Settlement Administration including reasonable expenses incurred by the Settlement Administrator approved by the Court.

23. Settlement Value. As a result of the foregoing benefit conferred to the Class, Class Counsel estimates and Defendant agrees not to dispute that, if fully utilized, that the total value the Settlement Benefit to the Class is \$873,519.80.

24. In the unlikely event that the Settlement Umpire is required to resolve disputed claims, Rady pay the Settlement Umpire's fees and expenses.

## **V. PROCESSING OF CLAIMS**

1. Settlement Class Members seeking reimbursement must complete and submit a Claim Form to the Settlement Administrator, postmarked or submitted online on or before the 90th day after the deadline for completion of mailing notice to Settlement Class Members. The notice will specify this deadline and other relevant dates described herein. The Claim Form must be verified by the Settlement Class Member with a statement that his or her claim is true and correct, to the best of his or her knowledge and belief, and is being made under penalty of perjury. Notarization shall not be required. The Settlement Class Member must submit reasonable documentation that the out-of-pocket expenses and charges claimed were actually injured and more likely than not arose from the Data Security Incident. Failure to provide required supporting documentation shall result in denial of the out-of-pocket portion of the claim.

2. Settlement Class Members seeking reimbursement of out-of-pocket expenses must exhaust all provided identity Theft Protection or similar benefits provided by any third party before Defendant is responsible for any expenses claimed for such expenses. Nothing in this Settlement Agreement shall be construed to provide for a double payment for the same loss or injury that was reimbursed or compensated by any other source. No payment shall be made for emotional distress, personal/bodily injury, or punitive damages, as all such amounts are not recoverable pursuant to the terms of the Settlement Agreement.

## **VI. CONFIRMATORY DISCOVERY**

Rady will provide Plaintiffs' Counsel with confirmatory discovery in the nature of a declaration from a knowledgeable person of how the Class and Sub-Class 1 and Sub-Class 2 were identified, the list of Rady's data security enhancements and the costs of such changes.

## **VII. CONDITIONAL CLASS CERTIFICATION**

The Settling Parties agree, for purposes of this settlement only, to the certification of the Settlement Class. If the settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and the certification of the Settlement Class provided for herein, will be vacated and the Litigation shall proceed as though the Settlement Class had never been certified, without prejudice to any Person's or Settling Party's 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.

#### **VIII. PAYMENTS TO SETTLEMENT CLASS MEMBERS**

1. **Payment Timing.** Payments for approved Claims shall be issued by the Settlement Administrator in the form of a check mailed and/or an electronic payment as soon as practicable after the allocation and distribution of funds are determined by the Settlement Administrator and is funded by Rady pursuant to this Agreement following the Effective Date.

2. **Timing.** Settlement Checks shall bear in the legend that they expire if not negotiated within ninety (90) days of their date of issue. If a Settlement Check is not cashed within sixty (60) days after the date of issue, the Settlement Administrator is authorized to send an e-mail and/or place a telephone call to that Settlement Class Member reminding him/her of the deadline to cash such check.

3. **Uncashed Checks.** To the extent that a Settlement Check is not cashed within ninety (90) days after the date of issue, the Settlement Administrator shall undertake the following actions: (1) attempt to contact the Settlement Class Member by e-mail and/or telephone to discuss how to obtain a reissued check; (2) if those efforts are unsuccessful, make reasonable efforts to locate an updated address for the Settlement Class Member using advanced address searches or other reasonable methods; and (3) reissuing a check or mailing the Settlement Class Member a postcard (either to an updated address if located or the original address if not) providing information regarding how to obtain a reissued check. Any reissued Settlement Checks issued to Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Settlement Class Members within that time. The Settlement Administrator will refund to Rady any uncashed funds.

4. **Deceased Class Members.** If the Settlement Administrator is notified that a Settlement Class Member is deceased, the Settlement Administrator is authorized to reissue the Settlement Check to the Settlement Class Member's estate upon receiving proof the Settlement Class Member is deceased and after consultation with Class Counsel.

#### **IX. SETTLEMENT ADMINISTRATION**

a. The Parties agree to ask the Court to appoint ILYM Group, Inc. as the Settlement Administrator. If for any reason ILYM Group, Inc. is not appointed or is unwilling or unable to complete the tasks of the Settlement Administrator, the parties will meet and confer and propose an alternate Settlement Administrator to submit for the Court's approval. If the Parties are unable to agree, any Party may file a motion asking the Court to appoint a Settlement Administrator.

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

- i. Preparing, printing, and disseminating the Class Notice to Class Members.
- ii. Not later than ten (10) days after the Court's entry of a Preliminary Approval Order, sending by First Class Mail the Class 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 the first Mailed Notice, provided however, that Rady meets this obligation by providing to the Settlement Administrator the mailing addresses that Rady used when Rady mailed notices in February 2020.

iii. From the date of the first Mailed Notice, and thereafter for six (6) months after the Effective Date maintaining (i) the settlement website, that will include information about how to contact Class Counsel, a copy of the Class Notice, and a copy of the Settlement Agreement; and (ii) an 800 number with recorded answers to commonly asked settlement questions and reference to the settlement website.

iv. Keeping track of Requests for Exclusion, including maintaining the original mailing envelope in which the request was mailed.

v. Keeping track of objections, including maintaining the original mailing envelope in which the objection was mailed.

vi. Keeping track of all other communications from Class Members, including maintaining the original mailing envelope in which any communication was mailed.

vii. 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.

viii. Promptly furnishing to counsel for the Parties (i) copies of any Requests for Exclusion from Class Members (with all contact information redacted); (ii) copies of objections by Class Members (with all contact information redacted); and (iii) all other written or electronic communications received from Class Members (with all contact information redacted).

ix. Determining whether Requests for Exclusion comply with the terms of this Agreement and are valid and effective to exclude the submitting Class Member from the Class.

x. Promptly preparing and distributing any revocation of a Request for Exclusion to the submitting Class Member. Revocations shall set forth the reasons for revocation, including the reason(s) the Request for Exclusion fails to comply with the terms of this Agreement

xi. Delivering to the Parties' counsel in a reasonably timely manner, but in no event later than ten (10) Court days before the Final Approval Hearing, a written report concerning all Requests for Exclusion, all revocations of Requests for Exclusion, and all objections.

xii. Preparing a list of members of the Settlement Class, Sub-Class 1 and Sub-Class 2 using information provided by Rady.

xiii. Not later than forty five (45) days after the Effective Date distributing the Settlement Benefits to Settlement Class members who submit approved Claims.

xiv. Not later than forty five (45) days after the Effective Date, distributing any Incentive Awards approved by the Court by sending a check by First Class Mail in the amount of

the award approved by the Court, but not to exceed two thousand five hundred dollars (\$2,500.00), to the appropriate Class Representative.

xv. Not later than fifteen (15) days after the Effective Date of Class Settlement, preparing and distributing, in accordance with this Agreement and Final Approval Order, or Final Approval Order on Fees, Class Counsel's reasonable attorneys' fees and costs approved by the Court in a manner consistent with this Agreement.

xvi. Any other duties reasonably necessary to complete the terms of this Agreement, including any filings or declarations required by the Court in connection with approval or oversight of the Settlement.

xvii. Confirming in writing to the Court and counsel for the Parties, its completion of the administration of the Settlement.

c. **Costs of Settlement Administration.** All expenses incurred in administering this Settlement Agreement, including, without limitation, the cost of the Class Notice, 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 by Rady.

#### **X. REQUESTS FOR EXCLUSION BY CLASS MEMBERS**

a. **Opt-Outs.** The Notice shall explain the procedure for Settlement Class Members to exclude themselves or "opt-out" of the Settlement by submitting a Request for Exclusion to the Settlement Administrator. Any Class Member may make a Request for Exclusion by mailing or delivering such request in writing to the Settlement Administrator at the address set forth in the Class Notice. Any Request for Exclusion must be postmarked or delivered not later than forty-five (45) days after the date of Mailed Notice 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 (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. Any Class Member who submits a timely Request for Exclusion may not file an objection to the Settlement and shall be deemed to have waived any rights or benefits under this Settlement Agreement.

b. **Weekly Report.** The Settlement Administrator shall provide Class Counsel and Defendant's Counsel with a weekly report by e-mail transmission informing them of any Requests for Exclusion received by to the Settlement Administrator during each week following the Class Notice Date. The Settlement Administrator must file with the Court a Declaration attaching all Requests for Exclusion received with the Court and serve copies on Defendant's Counsel and Class Counsel no later than seven (7) days after the Request for Exclusion period expires or at such date and time as the Court otherwise orders prior to expiration of that period.

c. **Opt-Out Termination Provision.** Rady shall have the right to terminate the Settlement Agreement if three percent (3 %) of the total number of Class Members submit valid requests to opt out. In no event will Class Counsel, the Class Representatives, Rady's corporate officers, or Defendant's Counsel encourage Class Members to opt-out. For purposes of determining whether the conditions for withdrawal or termination of the Settlement Agreement have occurred, the Settlement Administrator shall file a Declaration attaching copies of all Requests for Exclusion timely received, together with copies of all written revocations of any

Requests for Exclusion, with the Court and serve copies on Defendant's Counsel and Class Counsel no later than seven (7) days after the Request for Exclusion period expires, or at such date and time as the Court otherwise orders prior to expiration of that period.

#### **XI. OBJECTIONS BY SETTLEMENT CLASS MEMBERS**

a. The Parties will request the Court to enter an order requiring any Class Member who wishes to be heard orally at the Final Approval Hearing, or who wishes for any objection to be considered, to file a written notice of objection by the Objection Date, forty-five (45) days from the date of Mailed Notice or such date as otherwise ordered by the Court, as well as a notice of intention to appear at the Final Approval Hearing.

b. To state a valid objection to the Settlement, an objecting Class Member must not have timely opted-out of participation in the Settlement and must provide to the Settlement Administrator the following information in his or her written objection: (i) full name, current address, and current telephone number; (ii) documentation sufficient to establish membership in the Class; (iii) a statement of the position(s) the objector wishes to assert, including the factual and legal grounds for the position; (iv) provide copies of any other documents that the objector wishes to submit in support of his/her/its position; (v) the name and contact information for all counsel representing the objector; and (vi) the objector's signature under the penalty of perjury.

c. Subject to approval of the Court, any objecting Class Member may appear, either personally or through their authorized representative, at the Final Approval Hearing held by the Court, to show cause why the proposed Settlement should not be approved as fair, adequate, and reasonable, or object to any petitions for reasonable attorneys' fees, Incentive Awards, and reimbursement of reasonable litigation costs and expenses. The objecting Class Member must file with the Clerk of the Court and serve by U.S. mail upon all counsel designated in the Class Notice, a notice of intention to appear at the Final Approval Hearing ("Notice of Intention to Appear") by the date set by the Court. The Notice of Intention to Appear must include copies of any papers, exhibits, or other evidence that the objecting Class Member (or his/her counsel) will present to the Court in connection with the Final Approval Hearing. Any Class Member who does not provide a Notice of Intention to Appear in complete accordance with specifications set forth in the Class Notice, subject to approval by the Court, may be deemed to have waived any objections to the Settlement and may be barred from speaking or otherwise presenting any views at the Final Approval Hearing.

d. The agreed-upon procedures and requirements for filing 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 file such notice of objection or request to be heard with the Court, and serve by mail or hand delivery such notice of objection or request to be heard to the Settlement Administrator at the address set forth in the Class Notice, by no later than the Objection Date. The Preliminary Approval Order will further provide, in the Court's discretion, that objectors who fail to properly or timely file their objections with the Court, along with the required information and documentation set forth above, or to serve them as provided above, may not be heard during the Final Approval Hearing, their objections may be waived and their objections may not be considered by the Court.

e. Class Counsel will defend the Court's Final Approval Order, Final Approval Order on Fees, Judgment, and any related orders, in the event of an appeal.

## **XII. MUTUAL RELEASE, DISMISSAL OF ACTION, AND JURISDICTION**

a. Plaintiffs and Class Members who fail to timely make a Request for Exclusion from the Settlement release Defendant and Released Parties from any and all claims or causes of action alleged in the Action and/or that could have been alleged in the Action, under the laws of any jurisdiction, including federal law, state law, and common law, whether at law or equity, that arise out of, relate to, or in any way concern the facts alleged in the Action. Plaintiffs and Class Members expressly waive and relinquish all such claims or causes of action to the fullest extent permitted by law.

b. All Parties and Settlement Class Members expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights, and benefits of section 1542 of the California Civil Code, and any similar federal or state law. Section 1542 of the California Civil Code provides: **"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. This Settlement Agreement does not affect the rights of Class Members who timely and properly opt out and make a Request for Exclusion from the Settlement Agreement.

d. Upon issuance of the Final Approval Order: (i) the Settlement Agreement shall be the exclusive remedy for any and all Class Members, except those who have timely opted out by making a proper Request for Exclusion in accordance with the terms and provisions hereof; (ii) the Parties, Class Counsel, Defendants' Counsel and any Released Parties shall not be subject to liability or expense of any kind to any Class Member(s) for reasons related to the Litigation except as set forth herein or as to any distributions made substantially in accordance with this Settlement Agreement and further orders of the Court in connection therewith; and (iii) Class Members shall be permanently barred from initiating, asserting, or prosecuting any and all released claims against the Parties, Class Counsel, Defendants' Counsel and Released Parties.

e. Defendant shall not make any claim regarding the litigation of the Action as to Plaintiffs or Class Counsel, and none of the Parties shall assert that any of the other Parties violated C.C.P. Section 128.7 or acted in a manner other than that of good faith in connection with the litigation of the Action and the entry of the Settlement Agreement.

f. Other than as set forth in this Settlement Agreement, each of the Parties and their counsel agrees to bear its own fees and costs in connection with the Action following the Effective Date.

g. Class Counsel, Defendant's Counsel and the Settlement Administrator shall not be construed as having provided any tax advice to any of the Parties, to any Class Members, or to any other person(s) in connection with the Settlement Agreement, the distribution of Settlement Benefits, the payment of Incentive Awards or the payment of fees and costs to Class Counsel.

### **XIII. REPRESENTATIONS, WARRANTIES, AND COVENANTS**

a. Class Counsel, who are signatories hereof, represents and warrant that he, she and they have the authority, on behalf of Plaintiffs, 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 Plaintiffs and constitutes their legal, valid, and binding obligation.

b. Rady 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 Rady of this Settlement Agreement and the consummation by it of the actions contemplated hereby have been duly authorized by all necessary corporate action on the part of Rady. This Settlement Agreement has been duly and validly executed and delivered by Rady and constitutes its legal, valid, and binding obligation.

### **XIV. MISCELLANEOUS**

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 Rady 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. Rady 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 Rady, 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 (a) if for any reason this Settlement is not approved by the Court, Rady 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. 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 defects identified by the Court. If, despite their best efforts, the Parties cannot cure said defect, 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 Litigation, and all Parties shall be restored to their prior rights and positions as if the Settlement Agreement had not been entered into.

c. 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.

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

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



f. 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.

g. Except as otherwise provided in this Settlement Agreement, each party to this Settlement Agreement shall bear his, her, or its own costs of the Litigation.

h. The Parties to this Settlement Agreement 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.

i. 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 Court expressly retains jurisdiction to enter such further orders as may be necessary or appropriate in administering and implementing the terms and provisions of the Settlement Agreement, including, but not limited to, orders enjoining Class Members from prosecuting claims that are released pursuant to the Settlement Agreement as provided herein, and allowing for discovery related to objectors, if any.

j. 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.

k. 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 Litigation.

l. The Parties agree that any 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.

m. 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.



n. 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.

o. 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):

Plaintiffs' Counsel

Alreen Haeggquist, Esq  
Robert Prine, Esq.  
HAEGGQUIST & ECK, LLP  
225 Broadway, Suite 2050  
San Diego, CA 92101  
Telephone: (619) 342-8000  
Fax: (619) 342-7878  
[alreenh@haelaw.com](mailto:alreenh@haelaw.com)  
[robertp@haelaw.com](mailto:robertp@haelaw.com)

Abbas Kazerounian, Esq.  
Mona Amini, Esq.  
KAZEROUNI LAW GROUP, APC  
245 Fischer Avenue, Unit D1  
Costa Mesa, California 92626  
Telephone: (800) 400-6808  
Fax: (800) 520-5523  
[ak@kazlg.com](mailto:ak@kazlg.com)  
[mona@kazlg.com](mailto:mona@kazlg.com)

Patrick N. Keegan  
KEEGAN & BAKER, LLP  
2292 Faraday Avenue, Suite 100  
Carlsbad, California 92008  
Telephone: (760) 929-9303  
Facsimile: (760) 929-9260  
[pkeegan@keeganbaker.com](mailto:pkeegan@keeganbaker.com)

Defendant's Counsel:

Jon Kardassakis  
Lewis Brisbois Bisgaard & Smith, LLP  
633. W. 5th Street, Suite 4000  
Los Angeles, California 90071  
Tel: (213) 250-1800  
Fax: (213) 250-7900  
[Jon.kardassakis@lewisbrisbois.com](mailto:Jon.kardassakis@lewisbrisbois.com)

IN WITNESS WHEREOF, Plaintiffs and RADY have executed this Settlement Agreement as of the date(s) indicated on the lines below.

Dated: 7/15/2021

Cara O.  
R.O., a minor, by and through Guardian ad Litem,  
Cara O.  
Plaintiff and Class Representative

Dated: \_\_\_\_\_

\_\_\_\_\_  
Jose Orozco, a minor, by and through Guardian ad  
Litem, Joanna Vega  
Plaintiff and Class Representative

Dated: \_\_\_\_\_

\_\_\_\_\_  
James Uli, Senior Vice President and Chief  
Financial Officer  
Rady Children's Hospital-San Diego

APPROVED AS TO FORM:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Robert D. Prine, Esq.  
Haeggquist & Eck, LLP  
Attorneys for Plaintiffs and Class Counsel

Dated: \_\_\_\_\_

\_\_\_\_\_  
Abbas Kazerounian, Esq.  
Kazerouni Law Group, APC  
Attorneys for Plaintiffs and Class Counsel

Dated: \_\_\_\_\_

\_\_\_\_\_  
Patrick N. Keegan, Esq.  
Keegan & Baker, LLP  
Attorneys for Plaintiffs and Class Counsel

Dated: \_\_\_\_\_


\_\_\_\_\_  
Jon P. Kardassakis, Esq.  
Lewis Brisbois Bisgaard & Smith, LLP  
Attorneys for Defendant Rady Children's Hospital-  
San Diego

IN WITNESS WHEREOF, Plaintiffs and RADY have executed this Settlement Agreement as of the date(s) indicated on the lines below.

Dated: \_\_\_\_\_

\_\_\_\_\_  
R.O., a minor, by and through Guardian ad Litem,  
Cara O.  
Plaintiff and Class Representative

Dated: 07/15/2021 \_\_\_\_\_

\_\_\_\_\_  
Jose Orozco, a minor, by and through Guardian ad  
Litem, Joanna Vega  
Plaintiff and Class Representative

Dated: \_\_\_\_\_

\_\_\_\_\_  
James Uli, Senior Vice President and Chief  
Financial Officer  
Rady Children's Hospital-San Diego

APPROVED AS TO FORM:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Robert D. Prine, Esq.  
Haeggquist & Eck, LLP  
Attorneys for Plaintiffs and Class Counsel

Dated: \_\_\_\_\_

\_\_\_\_\_  
Abbas Kazerounian, Esq.  
Kazerouni Law Group, APC  
Attorneys for Plaintiffs and Class Counsel

Dated: \_\_\_\_\_

\_\_\_\_\_  
Patrick N. Keegan, Esq.  
Keegan & Baker, LLP  
Attorneys for Plaintiffs and Class Counsel

Dated: \_\_\_\_\_

\_\_\_\_\_  
Jon P. Kardassakis, Esq.  
Lewis Brisbois Bisgaard & Smith, LLP  
Attorneys for Defendant Rady Children's Hospital-  
San Diego

IN WITNESS WHEREOF, Plaintiffs and RADY have executed this Settlement Agreement as of the date(s) indicated on the lines below.

Dated: \_\_\_\_\_

\_\_\_\_\_  
R.O., a minor, by and through Guardian ad Litem,  
Cara O.  
Plaintiff and Class Representative

Dated: \_\_\_\_\_

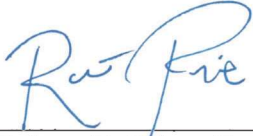
\_\_\_\_\_  
Jose Orozco, a minor, by and through Guardian ad  
Litem, Joanna Vega  
Plaintiff and Class Representative

Dated: \_\_\_\_\_

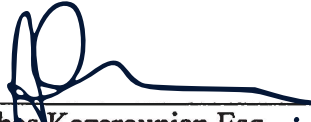
\_\_\_\_\_  
James Uli, Senior Vice President and Chief  
Financial Officer  
Rady Children's Hospital-San Diego

APPROVED AS TO FORM:

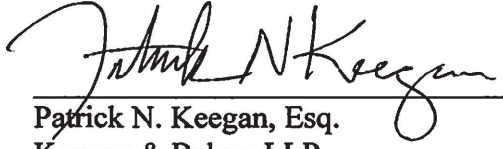
Dated: 7/15/2021

  
\_\_\_\_\_  
Robert D. Prine, Esq.  
Haeggquist & Eck, LLP  
Attorneys for Plaintiffs and Class Counsel

Dated: 7/15/2021

  
\_\_\_\_\_  
Abbas Kazerounian, Esq.  
Kazerouni Law Group, APC  
Attorneys for Plaintiffs and Class Counsel

Dated: 7/15/2021

  
\_\_\_\_\_  
Patrick N. Keegan, Esq.  
Keegan & Baker, LLP  
Attorneys for Plaintiffs and Class Counsel

Dated: \_\_\_\_\_

\_\_\_\_\_  
Jon P. Kardassakis, Esq.  
Lewis Brisbois Bisgaard & Smith, LLP  
Attorneys for Defendant Rady Children's Hospital-San Diego

IN WITNESS WHEREOF, Plaintiffs and RADY have executed this Settlement Agreement as of the date(s) indicated on the lines below.

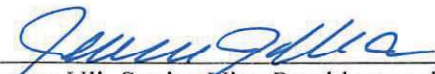
Dated: \_\_\_\_\_

\_\_\_\_\_  
R.O., a minor, by and through Guardian ad Litem,  
Cara O.  
Plaintiff and Class Representative

Dated: \_\_\_\_\_

\_\_\_\_\_  
Jose Orozco, a minor, by and through Guardian ad  
Litem, Joanna Vega  
Plaintiff and Class Representative

Dated: 7/14/2021

  
\_\_\_\_\_  
James Uli, Senior Vice President and Chief  
Financial Officer  
Rady Children's Hospital-San Diego

APPROVED AS TO FORM:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Robert D. Prine, Esq.  
Haeggquist & Eck, LLP  
Attorneys for Plaintiffs and Class Counsel


Dated: \_\_\_\_\_

\_\_\_\_\_  
Abbas Kazerounian, Esq.  
Kazerouni Law Group, APC  
Attorneys for Plaintiffs and Class Counsel

Dated: \_\_\_\_\_

\_\_\_\_\_  
Patrick N. Keegan, Esq.  
Keegan & Baker, LLP  
Attorneys for Plaintiffs and Class Counsel

Dated: July 15, 2021

  
\_\_\_\_\_  
Jon P. Kardassakis, Esq.  
Lewis Brisbois Bisgaard & Smith, LLP  
Attorneys for Defendant Rady Children's Hospital-  
San Diego