

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

MONICA BUSTOS; MARNIE EVANS;  
SHIRLEY LILLY; AND JAMES  
RADCLIFFE, on behalf of themselves and all  
others similarly situated,

*Plaintiffs,*

v.

RIVERSIDE MEDICAL CLINIC

*Defendant.*

Case No. CVRI2203466

**SECOND AMENDED SETTLEMENT  
AGREEMENT**

Action Filed: August 17, 2022

Trial Date: None Set

This Settlement and Release Agreement (“Agreement” or “Settlement Agreement”) is entered into by and between Riverside Medical Clinic, Inc., a California corporation (“RMC” or “Defendant”) and Monica Bustos, Marnie Evans, Shirley Lilly, and James Radcliffe (each a “Plaintiff” and collectively, the “Plaintiffs”), both individually and on behalf of the Settlement Class, in the case of *Bustos, et al. v. Riverside Medical Clinic* No. CVRI2203466, currently pending in the Superior Court of the State of California, County of Riverside (the “Litigation”). Defendant and Plaintiffs are each referred to as a “Party” and are collectively referred to herein as “the Parties.”

## **I. Recitals**

1. RMC offers a full range of medical services, including primary and outpatient care. RMC is the registered owner of the domain name [www.riversidemedicalclinic.com](http://www.riversidemedicalclinic.com) (the “Site”). One of the Site’s functionalities allows patients to search for doctors with a particular specialty, schedule treatment, view their lab results, email their doctors, videoconference their doctors, view and renew their medications, fill out patient information forms, and perform other health-related functions.

2. The Litigation arises out of Plaintiffs’ allegations that Defendant’s implementation and use of the Meta Pixel and other data collection tools on their Site from September 9, 2017 until December 13, 2022, resulted in the alleged disclosure of web usage data (containing, among other things, personal information and personal health information of Plaintiffs and Settlement Class Members) (“Website Usage Disclosure”).

3. Defendant denies all claims asserted against it in the Litigation, denies all allegations of wrongdoing and liability, and denies all material allegations of the Class Action Complaint, filed on August 17, 2022 (“CAC”).

4. Plaintiffs and Class Counsel believe that the legal claims asserted in the Litigation have merit. Class Counsel have investigated the facts relating to the claims and defenses alleged and the underlying events in the Litigation, have made a thorough study of the legal principles applicable to the claims and defenses asserted in the Litigation, and have conducted a thorough assessment of the strengths and weaknesses of each Party's respective position.

5. The Parties desire to settle the Litigation and all claims arising out of or related to the allegations or subject matter of the CAC and the Litigation on the terms and conditions set forth herein for the purpose of avoiding the burden, expense, risk, and uncertainty of continuing to litigate the Litigation.

6. Following extensive arm's-length negotiations the Parties have reached a settlement in principle, the terms of which are reflected in this Settlement Agreement.

7. Plaintiffs and Class Counsel, on behalf of the Settlement Class (defined in Paragraph 10(kk), below), have concluded, based upon their investigation, and taking into account the contested issues involved, the expense and time necessary to prosecute the Litigation through trial, the risks and costs associated with further prosecution of the Litigation, the uncertainties of complex litigation, the desired outcome from continued litigation, and the substantial benefits to be received pursuant to this Settlement Agreement, that a settlement with Defendant on the terms set forth herein is fair and reasonable and in the best interest of Plaintiffs and the Settlement Class. Plaintiffs and Class Counsel believe that the Settlement confers substantial benefits upon the Settlement Class.

8. The Parties agree and understand that neither this Settlement Agreement, nor the Settlement it represents, shall be construed as an admission by Defendant of any wrongdoing whatsoever, including an admission of a violation of any statute or law or of liability on the claims

or allegations in the Litigation or any other similar claims in other proceedings, or that any such claims would be suitable for class treatment.

9. The Parties, by and through their respective duly authorized counsel of record, and intending to be legally bound hereby, agree that the Litigation, and all matters and claims in the CAC, and all matters and claims arising out of or related to the allegations or subject matter of the CAC and the Litigation, shall be settled, compromised, and dismissed, on the merits and with prejudice, upon the following terms and conditions.

## **II. Definitions**

10. As used herein and in the related documents attached hereto as exhibits, the following terms have the meaning specified below:

a. “Claims Deadline” means the deadline for filing claims set at a date certain ninety (90) Days from the Notice Date, as defined in Paragraph 43.

b. “Claim Form” means the form Settlement Class Members must complete and submit on or before the Claims Deadline to be eligible for the benefits described herein, and substantially in the form of **Exhibit A** to this Settlement Agreement. The Claim Form shall require a sworn affirmation under penalty of perjury but shall not require a notarization or any other form of verification.

c. “Claims Period” means the period for filing claims up until a date certain ninety (90) Days from the Notice Date.

d. “Claimants” shall have the meaning given in Paragraph 33.

e. “Class Counsel” shall mean John J. Nelson, and Alexander Wolf of Milberg Coleman Bryson Phillips Grossman, PLLC.

f. “Court” means the Superior Court of the State of California, County of Riverside.

g. “Day(s)” means calendar days, but does not include the day of the act, event, or default from which the designated period of time begins to run. Further and notwithstanding the above, when computing any period of time prescribed or allowed by this Settlement Agreement, “Days” includes the last day of the period unless it is a Saturday, a Sunday, or a federal legal holiday, in which event the period runs until the end of the next day that is not a Saturday, Sunday, or federal legal holiday.

h. “Website Usage Disclosure” has the meaning set forth in paragraph 2.

i. “Defendant’s Counsel” means Marc J. Shrake and David M. Liu of Freeman Mathis & Gary, LLP, located at 550 South Hope Street, 22<sup>nd</sup> Floor, Los Angeles, California 90071.

j. “Effective Date” means the date defined in Paragraph 86 of this Settlement Agreement.

k. “Attorneys’ Fees, Costs, and Expenses Award” means the amount of attorneys’ fees, expenses, and reimbursement of Litigation Costs awarded by the Court to Class Counsel. It also means any right of recovery that a Settlement Class Member might have.

l. “Exclusion Form” means the written notice of intent to opt-out of the Settlement substantially in the form of **Exhibit E** to this Settlement Agreement.

m. “Final” with respect to a judgment or order means that all of the following have occurred: (i) the time expires for noticing any appeal; (ii) if there is an appeal or appeals, completion, in a manner that finally affirms and leaves in place the judgment or order without any material modification, of all proceedings arising out of the appeal or appeals (including, but not limited to, the expiration of all deadlines for motions for reconsideration, rehearing en banc, or

petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal or appeals following decisions on remand); or (iii) final dismissal of any appeal or the final dismissal of any proceeding on certiorari.

n. “Final Approval Hearing” means the hearing to determine whether the Settlement should be given final approval and whether the applications of Class Counsel for attorneys’ fees, costs, and expenses should be approved.

o. “Final Approval Order” means the order of the Court finally approving this Settlement. A proposed form of the Final Approval Order is attached hereto as **Exhibit G**.

p. “Final Judgment” means the dismissal with prejudice in the Litigation, entered in connection with the Settlement and Final Approval Order.

q. “Litigation” means the lawsuit entitled *Bustos, et al. v. Riverside Medical Clinic.*, No. CVRI2203466 pending in the Superior Court of the State of California, County of Riverside, including the operative CAC, filed on August 17, 2022.

r. “Litigation Costs” means costs and expenses incurred by Class Counsel in connection with commencing, prosecuting, mediating, settling the Litigation, and obtaining an order of final judgment.

s. “Long-Form Notice” means the written notice substantially in the form of **Exhibit B** to this Settlement Agreement.

t. “Notice and Claims Administration Costs” means all approved reasonable costs incurred or charged by the Settlement Administrator in connection with providing notice to Settlement Class Members and administering the Settlement. This does not include any separate costs incurred directly by Defendant or any of Defendant’s attorneys, agents or representatives in this Litigation.

u. “Net Settlement Fund” means the amount of funds that remain in the Settlement Fund after funds are paid from or allocated for payment from the Settlement Fund for the following: (i) reasonable Notice and Claims Administration Costs incurred pursuant to this Settlement Agreement, (ii) any taxes owed by the Settlement Fund, (iii) any Service Awards approved by the Court, and (iv) any Attorneys’ Fees, Costs, and Expenses approved by the Court.

v. “Notice Program” means the notice program described in Section VII.

w. “Objection Deadline” shall have the meaning set forth in Paragraph 54 or as otherwise ordered by the Court.

x. “Opt-Out Date” shall have the meaning set forth in Paragraph 58 or as otherwise ordered by the Court.

y. “Objection Form” means the written objection to the Settlement substantially in the form of **Exhibit D** to this Settlement Agreement.

z. “Person” means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association or other entity.

aa. “Plaintiffs’ Released Claims” means all claims and other matters released in and by Section XV of this Settlement Agreement.

bb. “Postcard Notice” or “Short-Form Notice” means the written notice to be sent to Settlement Class Members pursuant to the Preliminary Approval Order substantially in the form as the Short-Form Notice attached as **Exhibit C** to this Settlement Agreement.

cc. “Preliminary Approval Date” means the date the Preliminary Approval Order has been executed and entered by the Court.

dd. “Preliminary Approval Order” means the order certifying the proposed Class for settlement purposes, preliminarily approving this Settlement Agreement, approving the Notice Program, and setting a date for the Final Approval Hearing, entered in a format the same as or substantially similar to that of the Proposed Preliminary Approval Order attached hereto as **Exhibit F**.

ee. “Released Class Claims” means all class claims and other matters released in and by Section XV of this Settlement Agreement.

ff. “Released Persons” means Defendant; Riverside Medical Clinic Patient Services, LLC; and Brand Savant and each of their present and former parents, subsidiaries, divisions, departments, affiliates, predecessors, successors, assigns, insurers, and each of the foregoing’s former or present directors, trustees, officers, shareholders, members, managers, joint venturers, partners, equity partners, owners, trustees, employees, representatives, agents, providers, consultants, advisors, attorneys, accountants, partners, vendors, customers, insurers, reinsurers, and subrogees who are or could have been named in the Litigation based on the facts alleged in the Complaint.

gg. “Releasing Persons” means Plaintiffs and the Settlement Class Members, and each of their heirs, estates, trustees, principals, beneficiaries, guardians, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest, and assigns and/or anyone claiming through them or acting or purporting to act for them or on their behalf.

hh. “Settlement” means the settlement reflected by this Settlement Agreement.

ii. “Settlement Administrator” means the class action settlement administrator retained to carry out the notice plan and administer the claims and settlement fund distribution



process. After reviewing bids, the Parties, subject to Court approval, have agreed to use Kroll Settlement Administration LLC (“Kroll”) as Settlement Administrator in this matter.

jj. “Settlement Agreement” means this Settlement Agreement, including releases and all exhibits hereto.

kk. “Settlement Class” means Defendant’s patients and any other Person, who from September 9, 2017 through December 13, 2022, visited the Site.

ll. “Settlement Class Member[s]” means all Persons who are members of the Settlement Class.

mm. “Settlement Fund” means the non-reversionary sum of one million seven hundred and fifty thousand dollars and no cents (\$1,750,000.00), to be paid by Defendant as specified in this Agreement.

nn. “Settlement Website” means a dedicated website created and maintained by the Settlement Administrator, which will contain relevant documents and information about the Settlement, including this Settlement Agreement, the Postcard Notice, the Long-Form Notice, and the Claim Form, among other things as agreed upon by the Parties and approved by the Court as required.

### **III. CERTIFICATION OF THE SETTLEMENT CLASS**

11. For settlement purposes only, the Parties will request that the Court certify the Settlement Class.

12. If this Settlement Agreement is terminated or disapproved, or if the Effective Date should not occur for any reason, then the Parties’ request for certification of the Settlement Class will be withdrawn and deemed to be of no force or effect for any purpose in this or any other proceeding.

#### **IV. THE SETTLEMENT FUND**

13. **The Settlement Fund:** Defendant agrees that it or its insurer will make a payment of One Million Seven Hundred and Fifty Thousand Dollars and No Cents (\$1,750,000.00) and deposit that payment into the Settlement Fund as follows: (i) Defendant or its insurer shall pay Three Hundred and Fifty Thousand Dollars and No Cents (\$350,000.00) into the Settlement Fund thirty (30) Days after this Court enters the Preliminary Approval Order, which shall be available to cover Notice and Claims Administration Costs incurred prior to entry of the Final Approval Order and Final Judgment, and (ii) Defendant shall pay the balance of the Settlement Fund, One Million Four Hundred Thousand Dollars and No Cents (\$1,400,000.00), thirty (30) Days after the Effective Date. For the avoidance of doubt, and for purposes of this Settlement Agreement only, Defendant's liability may not exceed One Million Seven Hundred and Fifty Thousand Dollars and No Cents (\$1,750,000.00), inclusive of attorneys' fees, costs, and expenses. The timing set forth in this provision is contingent upon the receipt of a W-9 from the Settlement Administrator for the Settlement Fund by the date that the Preliminary Approval Order is issued. If Defendant does not receive this information by the date that the Preliminary Approval Order is issued, the payments specified by this paragraph shall be made within thirty (30) days after Defendant receives this information.

14. **Custody of the Settlement Fund:** The Settlement Fund shall be deposited in an appropriate trust account established by the Settlement Administrator but shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Agreement or returned to those who paid the Settlement Fund in the event this Agreement is voided, terminated, or cancelled.

a. In the event this Agreement is voided, terminated, or cancelled due to lack of approval from the Court or any other reason: (i) the Plaintiffs and Class Counsel shall have no obligation to repay any of the Notice and Claims Administration Costs that have been paid or incurred in accordance with the terms and conditions of this Agreement; (ii) any amounts remaining in the Settlement Fund after payment of Notice and Claims Administration Costs paid or incurred in accordance with the terms and conditions of this Agreement, including all interest earned on the Settlement Fund net of any taxes, shall be returned to Defendant; and (iii) no other Person shall have any further claim whatsoever to such amounts.

15. **Non-Reversionary:** This Settlement is not a reversionary settlement. As of the Effective Date, all rights of Defendant in or to the Settlement Fund shall be extinguished, except in the event this Settlement Agreement is voided, cancelled, or terminated, as described in Section XIV of this Agreement. In the event the Effective Date occurs, no portion of the Settlement Fund shall be returned to Defendant.

16. **Use of the Settlement Fund:** As further described in this Agreement, the Settlement Fund shall be used by the Settlement Administrator to pay for: (i) reasonable Notice and Claims Administration Costs incurred pursuant to this Settlement Agreement as approved by the Parties and approved by the Court, (ii) any taxes owed by the Settlement Fund, (iii) any Service Awards approved by the Court, (iv) any Attorneys' Fees, Costs, and Expenses Award as approved by the Court, and (v) any benefits to Settlement Class Members, pursuant to the terms and conditions of this Agreement.

17. **Financial Account:** The Settlement Fund shall be an account established and administered by the Settlement Administrator, at a financial institution recommended by the

Settlement Administrator and approved by Class Counsel and Defendant, and shall be maintained as a qualified settlement fund pursuant to Treasury Regulation § 1.468 B-1, *et seq.*

18. **Payment/Withdrawal Authorization:** No amounts may be withdrawn from the Settlement Fund unless (i) expressly authorized by the Settlement Agreement, or as may be (ii) approved by the Court. The Parties, by agreement, may authorize the periodic payment of actual reasonable Notice and Claims Administration Costs from the Settlement Fund as such expenses are invoiced without further order of the Court. The Settlement Administrator shall provide Class Counsel and Defendant's Counsel with seven (7) days' prior written notice prior to making any withdrawal or other payment from the Settlement Fund before the Effective Date.

19. **Payments to Class Members:** The Settlement Administrator, subject to such supervision and direction of the Court and Class Counsel as may be necessary or as circumstances may require, shall administer and oversee distribution of the Settlement Fund to Claimants pursuant to this Agreement.

20. **Treasury Regulations and Fund Investment:** The Parties agree that the Settlement Fund is intended to be maintained as a qualified settlement fund within the meaning of Treasury Regulation § 1.468 B-1, and that the Settlement Administrator, within the meaning of Treasury Regulation § 1.468 B-2(k)(3), 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 owed by the Settlement Fund. The Parties agree that the Settlement Fund shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Settlement Fund as a qualified settlement fund from the earliest date possible. Any and all funds held in the Settlement Fund shall be held in an interest-bearing account insured by the Federal Deposit Insurance Corporation ("FDIC") at a financial institution determined by

the Settlement Administrator and approved by the Parties. Funds may be placed in a non-interest-bearing account as may be reasonably necessary during the check clearing process. The Settlement Administrator shall provide an accounting of any and all funds in the Settlement Fund, including any interest accrued thereon and payments made pursuant to this Agreement, upon request of any of the Parties.

21. **Taxes:** All taxes owed by the Settlement Fund shall be paid out of the Settlement Fund, shall be considered a Notice and Claims Administration Cost, and shall be timely paid by the Settlement Administrator without prior order of the Court. Further, the Settlement Fund shall indemnify and hold harmless the Parties and their counsel for taxes (including, without limitation, taxes payable by reason of any such indemnification payments). The Parties and their respective counsel have made no representation or warranty with respect to the tax treatment by any Plaintiff 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. Each Plaintiff and Settlement Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her, or it of the receipt of funds from the Settlement Fund pursuant to this Agreement.

22. **Limitation of Liability**

a. Defendant, including Defendant's Counsel, 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, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns. Defendant, including Defendant's Counsel, also shall have no obligation to communicate with Settlement Class Members and others regarding amounts paid under the Settlement.

b. The Plaintiffs and Class Counsel shall not have any liability whatsoever with respect to (i) any act, omission, or determination of 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, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.

## **V. BENEFITS TO SETTLEMENT CLASS MEMBERS**

23. **Compensation to Settlement Class Members.** Settlement Class Members must submit a valid Claim Form in order to receive a settlement benefit. Claims will be subject to review for completeness and plausibility by the Settlement Administrator. For claims deemed invalid, the Settlement Administrator will provide claimants an opportunity to cure in the manner set forth below. All Settlement Class members who submit a valid claim form will receive a pro rata share of the Settlement Fund, which will be paid in accordance with Paragraph 16 above.

24. **Cash Compensation.** Settlement Class Members may file a claim for a cash payment that is allocated by proration as described in Paragraph 35.

## **VI. SETTLEMENT ADMINISTRATION**

25. All agreed upon and reasonable Notice and Settlement Administration Costs will be paid from the Settlement Fund.

26. The Parties agree to solicit and did solicit competitive bids for settlement administration, including Notice and Claims Administration Costs, to rely upon Postcard Notice, and to utilize other appropriate forms of notice where practicable, in order to contain the administration costs while still providing effective notice to the Settlement Class Members.

27. The Settlement Administrator will provide written notice by United States First Class mail of the terms of the Settlement to all Settlement Class Members for whom Defendant has provided a valid mailing address. The Settlement Administrator shall perform skip-tracing for any returned mail and shall re-mail notice to any Settlement Class Members whose addresses are uncovered by skip-tracing. Settlement Class Members shall have sixty (60) Days from the Notice Date to object to the Settlement Agreement.

28. The Settlement Administrator will also provide notice via publication (“Additional Notice”) if and to the extent the Settlement Administrator, in consultation with the Parties and their respective counsel, deems such Additional Notice necessary in order to provide the best notice practicable under the circumstances.

29. The Settlement Administrator will cause the Notice Program to be effectuated in accordance with the terms of the Settlement Agreement and any orders of the Court. The Settlement Administrator may request the assistance of the Parties to facilitate providing notice and to accomplish such other purposes as may be approved by both Class Counsel and Defendant’s Counsel. The Parties shall reasonably cooperate with such requests.

30. The Settlement Administrator will administer the claims process in accordance with the terms of the Settlement Agreement and any additional processes agreed to by both Class Counsel and Defendant's Counsel, subject to the Court's supervision and direction as circumstances may require.

31. To make a claim, a Settlement Class Member must complete and submit a valid, timely, and sworn Claim Form. A Claim Form shall be submitted online at the Settlement Website or by U.S. mail and must be postmarked no later than the Claim Deadline. The Settlement Administrator will send a reminder notice to every Settlement Class Member for whom no Claim Form or Exclusion Form has been received within thirty days of the Notice Date.

32. The Settlement Administrator will review and evaluate each Claim Form, including any required documentation submitted, for validity, timeliness, and completeness.

33. If, in the determination of the Settlement Administrator, the Settlement Class Member submits a timely but incomplete or inadequately supported Claim Form, the Settlement Administrator shall give the Settlement Class Member notice of the deficiencies, and the Settlement Class Member shall have twenty-one (21) Days from the date of the written notice to cure the deficiencies. The Settlement Administrator will provide notice of deficiencies concurrently to Defendant's Counsel and Class Counsel. If the defect is not cured within the 21-Day period, then the Claim will be deemed invalid. All Settlement Class Members who submit a valid and timely Claim Form, including a Claim Form deemed defective but timely cured, shall be considered "Claimants."

34. The Settlement Administrator will maintain records of all Claim Forms submitted until three hundred and sixty (360) Days after entry of the Final Judgment. Claim Forms and supporting documentation may be provided to the Court upon request and to Defendant, Class



Counsel and Defendant's Counsel to the extent necessary to resolve claims determination issues pursuant to this Settlement Agreement. Class Counsel or the Settlement Administrator will provide other reports or information that the Court may request or that the Court or Defendant's Counsel may reasonably require.

35. Subject to the terms and conditions of this Settlement Agreement, forty-five (45) Days after the Effective Date, the Settlement Administrator shall mail or otherwise provide a payment via check ("Claim Check") or digital payment selected in consultation with the Settlement Administrator (collectively, "Claim Payment") to each Claimant for their pro rata share of the Settlement Fund, in accordance with the following distribution procedures:

a. The Settlement Administrator shall utilize the Settlement Fund to make all Cash Compensation payments as described in Paragraph 24. The amount of each Cash Compensation payment shall be calculated by dividing the Settlement Fund by the number of valid claims for Cash Compensation.

36. Each Claim Check shall be mailed to the address provided by the Claimant on his or her Claim Form. All Claim Checks issued under this Section VII shall be void if not negotiated within ninety (90) calendar days of their date of issue and shall contain a legend to that effect. Claim Checks issued pursuant to this Section VII that are not negotiated within ninety (90) calendar days of their date of issue shall not be reissued.

37. To the extent any monies remain in the Net Settlement Fund more than one hundred twenty (120) Days after the distribution of Claim Payments to the Claimants, a subsequent payment will be evenly made to all Claimants who cashed or deposited their initial Claim Payments they received, provided that the average payment amount is equal to or greater than Three Dollars and No Cents (\$3.00). The distribution of this remaining Net Settlement Fund shall

continue until the average payment amount in a distribution is less than Three Dollars and No Cents (\$3.00), whereupon the amount remaining in the Net Settlement Fund, if any, shall be distributed to the Electronic Frontier Foundation, a 26 U.S.C. § 501(c)(3) non-profit organization that promotes digital privacy efforts and awareness.

38. For any Claim 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 shall make reasonable efforts to find a valid address and resend the Claim Check within thirty (30) Days after the check is returned to the Settlement Administrator as undeliverable. The Settlement Administrator shall only make one attempt to resend a Claim Check.

39. No portion of the Net Settlement Fund shall revert or be repaid to Defendant after the Effective Date. Any residual funds remaining in the Net Settlement Fund, after all payments and distributions are made pursuant to the terms and conditions of this Agreement shall be distributed according to the provisions outlined in Paragraph 37.

## **VII. NOTICE TO SETTLEMENT CLASS MEMBERS**

40. The Parties agree the following Notice Program provides reasonable notice to the Settlement Class.

41. Direct Notice shall be provided to Settlement Class Members via U.S. Mail for Settlement Class Members for whom the Settlement Administrator has a valid address. Additional Notice may also be provided pursuant to and in accordance with Paragraph 28.

42. Within fifteen (15) Days of the entry of the Preliminary Approval Order, Defendant shall provide the Settlement Administrator with the names and last addresses known to Defendant for the Settlement Class Members who can be identified from patient records, including but not limited to patient portal records (the “Class List”). The Settlement Administrator shall, by using

the National Change of Address database maintained by the United States Postal Service (“Postal Service”), obtain updates, if any, to the mailing addresses.

43. Within forty-five (45) Days following entry of the Preliminary Approval Order (“Notice Date”), the Settlement Administrator shall mail the Postcard Notice to all Settlement Class Members by first class United States mail. The Settlement Administrator shall mail a Claim Form to Settlement Class Members upon written or telephonic request.

44. If any Short-Form Notice is returned by the Postal Service as undeliverable, the Settlement Administrator shall re-mail the Postcard Notice to the forwarding address, if any, provided by the Postal Service on the face of the returned mail. Other than as set forth above, neither the Parties nor the Settlement Administrator shall have any other obligation to re-mail Notices.

45. The mailed notice will consist of the Short-Form (Postcard) Notice substantially in the form of **Exhibit C**. The Settlement Administrator shall have discretion to format this Postcard Notice in a reasonable manner to minimize mailing and administrative costs. Before the mailing of the Postcard Notice is commenced, Class Counsel and Defendant’s Counsel shall first be provided with a proof copy (including what the items will look like in their final form) and shall have the right to inspect the same for compliance with the Settlement Agreement and the Court’s orders.

46. No later than forty-five (45) Days following entry of the Preliminary Approval Order, the Settlement Administrator will effectuate any Additional Notice necessitated pursuant to Paragraph 28.

47. No later than forty-five (45) Days following entry of the Preliminary Approval Order, and prior to the mailing of the Postcard Notice to all Settlement Class Members, the

Settlement Administrator will create a dedicated Settlement Website. The Settlement Administrator shall cause the CAC, Postcard Notice, Long-Form Notice, Claim Form, Objection Form, Exclusion Form, this Settlement Agreement, and other relevant Settlement and court documents to be available on the Settlement Website. Any other content proposed to be included or displayed on the Settlement Website shall be approved in advance by counsel for the Parties, which approval shall not be unreasonably withheld, by Class Counsel and Defendant's Counsel. The website address and the fact that a more detailed Long-Form Notice and a Claim Form, Exclusion Form, and Objection Form are available through the Settlement Website shall be included in the Postcard Notice.

48. Claimants shall be able to submit their claims via the Settlement Website.

49. The Settlement Website shall be maintained from the Notice Date until sixty (60) Days after the Claims Deadline has passed.

50. Claim Forms shall be returned or submitted to the Settlement Administrator online or via U.S. mail, postmarked by the Claims Deadline set by the Court, or be forever barred unless such claim is otherwise approved by the Court at the Final Approval Hearing, for good cause shown as demonstrated by the applicable Settlement Class Member.

51. Prior to the Final Approval Hearing, the Settlement Administrator shall provide to Class Counsel to file with the Court, an appropriate affidavit or declaration from the Settlement Administrator concerning compliance with the Court-approved Notice Program.

### **VIII. OBJECTIONS TO THE SETTLEMENT**

52. Any Settlement Class Member who wishes to object to the proposed Settlement Agreement must mail the Objection Form or a substantially similar notice of intent to object in the

form of **Exhibit D** to the Settlement Agreement to the Claims Administrator at its address designated by the Claims Administrator (“Objection”).

53. Each Objection must (i) set forth the Settlement Class Member’s full name, address, telephone number, and email address (if any); (ii) contain the Settlement Class Member’s original signature; (iii) contain proof that the Settlement Class Member is a member of the Settlement Class (i.e., a statement signed under penalty of perjury attesting that the objector is a Settlement Class Member); (iv) state that the Settlement Class Member objects to the Settlement, in whole or in part; (v) set forth a statement of the legal and factual basis for the Objection; (vi) provide copies of any documents that the Settlement Class Member wishes to submit in support of his/her position; and (vii) identify all counsel representing the Settlement Class Member, if any.

54. Objections must be mailed to the Claims Administrator no later than sixty (60) Days after the Notice Date (the “Objection Deadline”). The Objection Deadline shall be included in the Short-Form and Long-Form Notices.

55. Class Counsel and Defendant’s Counsel may, but need not, respond to the Objections, if any, by means of a memorandum of law served prior to the Final Approval Hearing.

56. An objecting Settlement Class Member has the right, but is not required, to attend the Final Approval Hearing.

57. Any Settlement Class Member who does not submit a timely Objection in complete accordance with this Settlement Agreement and the Long-Form Notice, or as otherwise ordered by the Court, shall not be treated as having filed a valid Objection to the Settlement and shall forever be barred from raising any objection to the Settlement.

## **IX. OPT-OUT PROCEDURES**

58. Each Person wishing to opt-out of the Settlement Class shall individually sign and timely submit the Exclusion Form or a substantially similar written notice of such intent in the form of **Exhibit E** to the designated Post Office box established by the Claims Administrator. The written notice must clearly manifest a Person's intent to opt-out of the Settlement Class. To be effective, written notice must be postmarked no later than the Opt-Out Date which is no later than sixty (60) Days after the Notice Date.

59. All Persons who submit valid and timely notices of their intent to opt-out of the Settlement Class, as set forth in paragraph 58 above, referred to herein as "Opt-Outs," shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. "Opt Outs" waive their right to object to the Settlement Agreement under Section VIII and lack standing to assert objections. All Persons falling within the definition of the Settlement Class who do not opt-out of the Settlement Class in the manner set forth in paragraph 58 above shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

## **X. ATTORNEYS' FEES, COSTS, AND EXPENSES, AND SERVICE AWARDS**

60. Class Counsel shall request the Court to approve an award of attorneys' fees not to exceed thirty-five percent (35%) of the Settlement Fund plus reasonable costs and expenses incurred in prosecuting the Litigation. Class Counsel's attorneys' fees, costs, and expenses awarded by the Court shall be paid no later than forty-five (45) Days after the Effective Date. For the avoidance of doubt, the Court approved amount of any attorneys' fees, costs, and expenses shall be paid from the Settlement Fund.

61. Class Counsel shall request the Court to approve a service award of three thousand five hundred dollars (\$3,500) for each of the Plaintiffs (\$14,000 in total), Monica Bustos, Marnie

Evans, Shirley Lilly, and James Radcliffe, which award is intended to recognize Plaintiffs for their efforts in the Litigation and commitment on behalf of the Settlement Class (each a “Service Award”). If approved by the Court, this Service Award will be paid no later than forty-five (45) Days after the Effective Date. For the avoidance of doubt, the Court approved amount for any Service Awards shall be paid from the Settlement Fund. The Parties did not discuss or agree upon payment of the Service Awards until after they agreed on all materials terms of relief to the Settlement Class.

62. Class Counsel will file applications with the Court for the requested Service Awards and attorneys’ fees, costs, and expenses no later than fourteen (14) Days prior to the Objection Deadline.

63. The Parties agree that the Court’s approval or denial of any request for the Service Awards or attorneys’ fees are not conditions to this Settlement Agreement and are to be considered by the Court separately from final approval, reasonableness, and adequacy of the settlement. Any reduction to the Service Awards or award of attorneys’ fees, costs, or expenses shall not operate to terminate or cancel this Settlement Agreement.

## **XI. NOTICES**

64. All notices to the Parties required by the Settlement Agreement shall be made in writing and communicated by mail to the following addresses:

All notices to Class Counsel or Plaintiffs shall be sent to:

John J. Nelson and Alexander Wolf  
**Milberg Coleman Bryson Phillips Grossman, PLLC**  
280 S. Beverly Dr.  
Beverly Hills, California 90212

All notices to Defendant's Counsel or Defendant shall be sent to:

David M. Liu  
**Freeman Mathis & Gary, LLP**  
550 South Hope Street, 22<sup>nd</sup> Floor  
Los Angeles, California 90071  
Tel: (213) 615-7000

65. Other than attorney-client communications or communications otherwise protected from disclosure pursuant to law or rule, the Parties shall promptly provide to each other copies of comments, Objections, or other documents or filings received from a Settlement Class Member as a result of the Notice Program.

## **XII. SETTLEMENT APPROVAL PROCESS**

66. After execution of this Settlement Agreement, the Parties shall promptly move the Court to enter the Preliminary Approval Order, which:

- a. Preliminarily approves this Settlement Agreement;
- b. Provisionally certifies the Settlement Class;
- c. Finds the proposed Settlement is sufficiently fair, reasonable, adequate, and in the best interests of Plaintiffs and the Settlement Class;
- d. Finds the Notice Program constitutes valid, due, and sufficient notice to the Settlement Class Members, and constitutes the best notice practicable under the circumstances, complying fully with the requirements of the laws of California, the Constitution of the United States, and any other applicable law and that no further notice to the Settlement Class is required beyond that provided through the Notice Program;
- e. Appoints the Settlement Administrator;
- f. Directs the Settlement Administrator to provide notice to Settlement Class Members in accordance with the Notice Program provided for in this Settlement Agreement;



- g. Approves the Claim Form and directs the Settlement Administrator to administer the Settlement in accordance with the provisions of this Settlement Agreement;
- h. Approves the Objection procedures as outlined in this Settlement Agreement;
- i. Schedules a Final Approval Hearing to consider the final approval, reasonableness, and adequacy of the proposed Settlement and whether it should be finally approved by the Court; and,
- j. Contains any additional provisions mutually agreeable to the Parties that might be necessary or advisable to implement the terms of this Settlement Agreement.

### **XIII. FINAL APPROVAL HEARING**

67. The Parties will recommend that the Final Approval Hearing be scheduled no earlier than one hundred thirty (130) Days after the entry of the Preliminary Approval Order.

68. The Parties may file a response to any objections and a Motion for Final Approval no later than fourteen (14) Days after the Objection Deadline.

69. Any Settlement Class Member who wishes to appear at the Final Approval Hearing, whether pro se or through counsel, must, by the Objection Deadline, either mail or hand-deliver to the Court or file a notice of appearance in the Litigation, take all other actions or make any additional submissions as may be required in the Long-Form Notice, this Settlement Agreement, or as otherwise ordered by the Court, and mail that notice and any other such pleadings to Class Counsel and Defendant's Counsel as provided in the Long-Form Notice.

70. The Parties shall ask the Court to enter a Final Approval Order and Judgment which includes the following provisions:

a. A finding that the Notice Program fully and accurately informed all Settlement Class Members entitled to notice of the material elements of the Settlement, constitutes the best notice practicable under the circumstances, constitutes valid, due, and sufficient notice, and complies fully with the laws of California, the United States Constitution, and any other applicable law;

b. A finding that after proper notice to the Settlement Class, and after sufficient opportunity to object, no timely objections to this Settlement Agreement have been made, or a finding that all timely objections have been considered and denied;

c. Approval of the settlement, as set forth in the Settlement Agreement, as fair, reasonable, adequate, and in the best interests of the Settlement Class, in all respects, finding that the Settlement is in good faith, and ordering the Parties to perform the Settlement in accordance with the terms of this Settlement Agreement;

d. A finding that neither the Final Judgment, the settlement, nor the Settlement Agreement shall constitute an admission of liability by any Party, or any liability or wrongdoing whatsoever by any Party;

e. Subject to the reservation of jurisdiction for matters discussed in subparagraph (h) below, a dismissal with prejudice of the Litigation;

f. A finding that Plaintiffs shall, as of the entry of the Final Judgment, conclusively be deemed to have fully, finally, and forever completely released, relinquished, and discharged the Released Persons from the Plaintiffs' Released Claims;

g. A finding that all Settlement Class Members shall, as of the entry of the Final Judgment, conclusively be deemed to have fully, finally, and forever completely released, relinquished, and discharged the Released Persons from the Released Class Claims; and

h. A reservation of exclusive and continuing jurisdiction over the Litigation and the Parties and Settlement Class Members for the purposes of, among other things, (i) supervising the implementation, enforcement, construction, and interpretation of the Settlement Agreement, the Preliminary Approval Order, and the Final Judgment; and (ii) supervising the administration and distribution of the relief to the Settlement Class and resolving any disputes that may arise with regard to the foregoing.

71. If and when the Settlement becomes Final, the Litigation and the CAC shall be dismissed with prejudice, with each Party to bear its own costs and attorneys' fees, costs, and expenses not otherwise awarded in accordance with this Settlement Agreement.

#### **XIV. TERMINATION OF THIS SETTLEMENT AGREEMENT**

72. Each Party shall have the right to terminate this Settlement Agreement if:

a. The Court denies preliminary approval of this Settlement Agreement (or grants preliminary approval through an order that materially differs in substance to **Exhibit F** hereto);

b. The Court denies final approval of this Settlement Agreement (or grants final approval through an order that materially differs in substance to **Exhibit G** hereto);

c. The Final Approval Order and Final Judgment do not become final by reason of a higher court reversing final approval by the Court, and the Court thereafter declines to enter a further order or orders approving the Settlement on the terms set forth herein;

d. The Effective Date cannot occur; or

e. More than 350 individuals submit valid Requests for Exclusion.

73. The Parties agree to work in good faith to effectuate this Settlement Agreement.

74. If a Party elects to terminate this Settlement Agreement under this Section XIV, that Party must provide written notice to the other Party's counsel, by hand delivery, mail, or e-mail within ten (10) Days of the occurrence of the condition permitting termination.

75. Nothing shall prevent Plaintiffs or Defendant from appealing or seeking other appropriate relief from an appellate court with respect to any denial by the Court of final approval of the Settlement.

76. If this Settlement Agreement is terminated or disapproved, or if the Effective Date should not occur for any reason, then: (i) this Settlement Agreement, the Preliminary Approval Order, the Final Approval Order (if applicable), and all of their provisions shall be rendered null and void; (ii) all Parties shall be deemed to have reverted to their respective status in the Litigation as of the date and time immediately preceding the execution of this Settlement Agreement; (iii) except as otherwise expressly provided, the Parties shall stand in the same position and shall proceed in all respects as if this Settlement Agreement and any related orders had never been executed, entered into, or filed; and (iv) no term or draft of this Settlement Agreement nor any part of the Parties' settlement discussions, negotiations, or documentation (including any declaration or brief filed in support of the motion for preliminary approval or motion for final approval), nor any rulings regarding class certification for settlement purposes (including the Preliminary Approval Order and, if applicable, the Final Approval Order and Final Judgment), will have any effect or be admissible into evidence for any purpose in the Litigation or any other proceeding.

77. If the Court does not approve the Settlement or the Effective Date cannot occur for any reason, Defendant shall retain all its rights and defenses in the Litigation. For example, Defendant shall have the right to object to the maintenance of the Litigation as a class action, to move for summary judgment, and to assert defenses at trial, and nothing in this Settlement

Agreement or other papers or proceedings related to the Settlement shall be used as evidence or argument by any Party concerning whether the Litigation may properly be maintained as a class action, or for any other purpose.

## **XV. RELEASE**

78. The Final Approval Order and Final Judgment shall provide that the Litigation and the CAC is dismissed with prejudice as to the Plaintiffs and all Settlement Class Members.

79. On the Effective Date, Plaintiffs and each and every Settlement Class Member shall be bound by this Settlement Agreement and shall have recourse only to the benefits, rights, and remedies provided hereunder. No other action, demand, suit, arbitration, or other claim or proceeding, regardless of forum, may be pursued against Released Persons with respect to any of the Plaintiffs' Released Claims or the Released Class Claims.

80. On the Effective Date and in consideration of the promises and covenants set forth in this Settlement Agreement, each Plaintiff will be deemed to have fully, finally, and forever completely released, relinquished, and discharged the Released Persons from any and all past, present, and future claims, counterclaims, lawsuits, set-offs, costs, expenses, attorneys' fees and costs, losses, rights, demands, charges, complaints, actions, suits, causes of action, obligations, debts, contracts, penalties, damages, or liabilities of any nature whatsoever, having been asserted presently or in the future, known, unknown, or capable of being known, in law or equity, fixed or contingent, accrued or unaccrued and matured or not matured based solely on the Released Parties' use of the Meta Pixel and Website Usage Disclosure from September 9, 2017 through December 13, 2022, as alleged in the CAC (the "**Plaintiffs' Release**"). The Plaintiffs' Release shall be included as part of the Final Approval Order so that all claims released thereby shall be barred by principles of res judicata, collateral estoppel, and claim and issue preclusion (the "**Plaintiffs'**

**Released Claims**”). The Plaintiffs’ Released Claims shall constitute and may be pled as a complete defense to any proceeding arising from, relating to, or filed in connection with the Plaintiffs’ Released Claims.

81. On the Effective Date and in consideration of the promises and covenants set forth in this Settlement Agreement, each Settlement Class Member will be deemed to have fully, finally, and forever completely released, relinquished, and discharged the Released Persons from any and all past, present, and future claims, counterclaims, lawsuits, set-offs, costs, expenses, attorneys’ fees and costs, losses, rights, demands, charges, complaints, actions, suits, causes of action, obligations, debts, contracts, penalties, damages, or liabilities of any nature whatsoever, known, unknown, or capable of being known, in law or equity, fixed or contingent, accrued or unaccrued and matured or not matured based solely on the Released Parties’ use of the Meta Pixel and Website Usage Disclosure from September 9, 2017 through December 13, 2022, as alleged in the CAC (the “**Settlement Class Release**”). The Settlement Class Release shall be included as part of the Final Approval Order so that all claims released thereby shall be barred by principles of res judicata, collateral estoppel, and claim and issue preclusion (the “**Released Class Claims**”). The Released Class Claims shall constitute and may be pled as a complete defense to any proceeding arising from, relating to, or filed in connection with the Released Class Claims. The Plaintiffs’ Released Claims and Released Class Claims include the release of Unknown Claims. “Unknown Claims” means claims that were raised in the Litigation and those based on the facts alleged in the CAC and which accrued from September 9, 2017 through December 13, 2022 and that any of the Plaintiffs or Settlement Class Members and each of their respective heirs, executors, administrators, representatives, agents, partners, trustees, successors, attorneys, and assigns do not know to exist or suspects to exist, which, if known by him, her or it, might affect his, her, or its

agreement to release Defendant and all other Released Persons, or might affect his, her, or its decision to agree to, or object or not to object to the Settlement. With respect to Unknown Claims each Plaintiff and each Settlement Class Member hereby expressly waives all rights she, he or it may have under California Civil Code Section 1542, which it understands and acknowledges 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.

Each Party and each Settlement Class Member hereby further waives their rights under any statute, rule, or regulation of like effect to California Civil Code Section 1542.

82. Subject to Court approval, as of the Effective Date, Plaintiffs and all Settlement Class Members shall be bound by the terms of this Settlement Agreement (including the Plaintiffs' Release and the Settlement Class Release provided therein), and all of Plaintiffs' Released Claims and the Released Class Claims shall be dismissed with prejudice and released.

83. On entry of the Final Approval Order and Final Judgment, the Plaintiffs and Settlement Class Members shall be enjoined from prosecuting, respectively, the Plaintiffs' Released Claims and the Released Class Claims, in any proceeding in any forum against any of the Released Persons or based on any actions taken by any Released Persons authorized or required by this Settlement Agreement or the Court or an appellate court as part of this Settlement.

84. Without in any way limiting the scope of the Plaintiffs' Release or the Settlement Class Release (the "Releases"), the Releases cover, without limitation, any and all claims for the Service Awards to Plaintiffs; and any and all claims for attorneys' fees, costs or disbursements incurred by Class Counsel or any other counsel representing Plaintiffs or Settlement Class Members, or any of them, in connection with or related in any manner to the Litigation, the Settlement, the administration of such Settlement and/or the Plaintiffs' Released Claims or the Released Class Claims.

85. Nothing in the Releases shall preclude any action to enforce the terms of this Settlement Agreement, including participation in any of the processes detailed herein. Nor shall the Releases be construed to release claims arising out of physical injuries alleged to arise from the treatment Plaintiffs and Settlement Class Members received from Defendant.

#### **XVI. EFFECTIVE DATE**

86. The "Effective Date" of this Settlement Agreement shall be the first Day after the date when all of the following conditions have occurred:

a. This Settlement Agreement has been fully executed by all Parties and their counsel;

b. Orders have been entered by the Court certifying the Settlement Class, granting preliminary approval of this Settlement Agreement and approving the Notice Program and Claim Form, all as provided above;

c. The Court-approved Postcard Notice has been mailed, other notice required by the Notice Program, if any, has been effectuated and the Settlement Website has been duly created and maintained as ordered by the Court;



d. The Court has entered a Final Approval Order finally approving this Settlement Agreement, as provided above; and

e. The Final Approval Order and Final Judgment have become Final, as defined in Paragraph 10(1).

## **XVII. MISCELLANEOUS PROVISIONS**

87. The recitals and exhibits to this Settlement Agreement are integral parts of the Settlement and are expressly incorporated and made a part of this Settlement Agreement.

88. This Settlement Agreement is for settlement purposes only. Neither the fact of nor any provision contained in this Settlement Agreement (or any action taken hereunder) shall constitute or be construed as an admission of the validity of any claim or any fact alleged in the CAC or Litigation or of any wrongdoing, fault, violation of law or liability of any kind on the part of Defendant or any admission by Defendant of any claim in this Litigation or allegation made in any other proceeding, including regulatory matters, directly or indirectly involving the Website Usage Disclosure or allegations asserted in the CAC and Litigation. This Settlement Agreement may not be offered or be admissible in evidence against any Party or cited or referred to in any action or proceeding between the Parties, except in an action or proceeding brought to enforce its terms. Nothing contained herein is or shall be construed or admissible as an admission by Defendant that Plaintiffs' claims, or any similar claims, are suitable for class treatment.

89. In the event that there are any developments in the effectuation and administration of this Settlement Agreement that are not dealt with by the terms of this Settlement Agreement, then such matters shall be dealt with as agreed upon by the Parties, and failing agreement, as shall be ordered by the Court. The Parties shall execute all documents and use their best efforts to perform all acts necessary and proper to promptly effectuate the terms of this Settlement

Agreement and to take all necessary or appropriate actions to obtain judicial approval of this Settlement Agreement to give this Settlement Agreement full force and effect.

90. In the event the aggregate amount of all Cash Compensation payments exceeds the total amount of the Settlement Fund, then the value of those payments shall be reduced on a pro rata basis, such that the aggregate value of the Cash Compensation payments does not exceed the Settlement Fund. All such determinations shall be performed by the Settlement Administrator.

91. No Person shall have any claim against Plaintiffs, Class Counsel, Defendant, Defendant's Counsel, the Settlement Administrator, or the Released Persons, or any of the foregoing's agents or representatives based on the administration of the Settlement substantially in accordance with the terms of the Settlement Agreement or any order of the Court or appellate court.

92. This Settlement Agreement constitutes the entire agreement between and among the Parties with respect to the Settlement and the full and final resolution of the Litigation and the subject matter of the CAC. This Settlement Agreement supersedes all prior negotiations and settlement agreements and may not be modified or amended except by a writing signed by the Parties and their respective counsel. The Parties acknowledge, stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation, or understanding concerning any part of the subject matter of this Settlement Agreement has been made or relied on except as expressly set forth in this Settlement Agreement.

93. There shall be no waiver of any term or condition in this Settlement Agreement absent an express writing to that effect by the non-waiving Party. No waiver of any term or condition in this Settlement Agreement shall be construed as a waiver of a subsequent breach or

failure of the same term or condition, or waiver of any other term or condition of this Settlement Agreement.

94. In the event a third-party, such as a bankruptcy trustee, former spouse, or other third-party has or claims to have a claim against any payment made to a Settlement Class Member, it is the responsibility of the Settlement Class Member to transmit the funds to such third-party. Unless otherwise ordered by the Court, the Parties will have no, and do not agree to any, responsibility for such transmittal.

95. This Settlement Agreement shall not be construed more strictly against one Party than another merely because it may have been prepared by counsel for any one Party, it being recognized that because of the arm's-length negotiations resulting in this Settlement Agreement, all Parties have contributed substantially and materially to the preparation of the Settlement Agreement. All terms, conditions, and exhibits are material and necessary to this Settlement Agreement and have been relied upon by the Parties in entering into this Settlement Agreement.

96. This Settlement Agreement shall be construed under and governed by the laws of the State of California without regard to its choice of law provisions.

97. If any press release is to be issued by the Parties, including their respective counsel, concerning the Settlement, it shall be a joint press release for which the Parties will agree upon the language therein prior to release.

98. In the event that one or more of the provisions contained in this Settlement Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions of the Settlement Agreement, which shall remain in full force and effect as though the invalid, illegal, or unenforceable provision(s) had never been a part of this Settlement Agreement as long as the

benefits of this Settlement Agreement to Defendant or the Settlement Class Members are not materially altered, positively or negatively, as a result of the invalid, illegal, or unenforceable provision(s) and as long as the Plaintiffs' Released Claims and Released Class Claims are not narrowed or eliminated as a result of the invalid, illegal, or unenforceable provision(s). In the event that the invalid, illegal, or unenforceable provision has this effect, the Parties must cooperate in good faith to amend the Settlement Agreement to diminish or eliminate the effect.

99. This Settlement Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties, Released Persons, and Settlement Class Members.

100. The headings used in this Settlement Agreement are for the convenience of the reader only and shall not affect the meaning or interpretation of this Settlement Agreement. In construing this Settlement Agreement, the use of the singular includes the plural (and vice-versa) and the use of the masculine includes the feminine (and vice-versa).

101. The Parties stipulate to stay all proceedings in the Litigation until the approval of this Settlement Agreement has been finally determined, except the stay of proceedings shall not prevent the filing of any motions, affidavits, and other matters necessary to obtain and preserve judicial approval of this Settlement Agreement.

102. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original as against any Party who has signed it and all of which shall be deemed a single Settlement Agreement.

103. Each Party to this Settlement Agreement and the signatories thereto warrant that he, she, or it is acting upon his, her or its independent judgment and the advice of his, her, or its counsel and not in reliance upon any warranty or representation, express or implied, of any nature

or kind by any other Party, other than the warranties and representations expressly made in this Settlement Agreement.

104. Each signatory below warrants that he or she has authority to execute this Settlement Agreement and bind the Party on whose behalf he or she is executing the Settlement Agreement.

IN WITNESS WHEREOF, the Parties have hereby accepted and agreed to the Settlement

Agreement.

Date: 3/27/2024

By:   
Monica Bustos (Mar 27, 2024 10:32 PDT)  
\_\_\_\_\_  
**Monica Bustos**

Date: 3/27/2024

By:   
Marnie Evans (Mar 27, 2024 10:51 PDT)  
\_\_\_\_\_  
**Marnie Evans**

Date: 3/29/2024

By:   
Shirley Lilly (Mar 29, 2024 08:41 PDT)  
\_\_\_\_\_  
**Shirley Lilly**

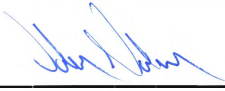
Date: 3/27/2024

By:   
James Radcliffe (Mar 27, 2024 11:47 PDT)  
\_\_\_\_\_  
**James Radcliffe**

IN WITNESS WHEREOF, the Parties have hereby accepted and agreed to the Settlement

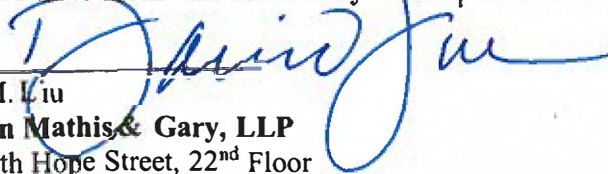
Agreement.

**Approved as to form and content by counsel for Plaintiffs and the Settlement Class Members:**

By: 

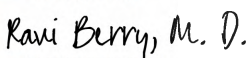
John J. Nelson  
**Milberg Coleman Bryson  
Phillips Grossman PLLC**  
280 S. Beverly Dr.  
Beverly Hills, California 90212  
Tel: 858.209.6941  
jnelson@milberg.com

**Approved as to form and content by counsel for Defendant:**

By: 

David M. Liu  
**Freeman Mathis & Gary, LLP**  
550 South Hope Street, 22<sup>nd</sup> Floor  
Los Angeles, California 90071  
Tel: (213) 615-7000

**RIVERSIDE MEDICAL CLINIC**

DocuSigned by:  
  
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Dr. Ravi Berry, M.D.  
Chief Executive Officer  
Riverside Medical Clinic