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Attorneys for Plaintiff and the Proposed Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN JOAQUIN**

KARIMA CARMONA, on behalf of
herself and all others similarly situated,

Plaintiff,

v.

DAMERON HOSPITAL ASSOCIATION
D/B/A DAMERON HOSPITAL,

Defendant.

Case No. CV-UPI-2024-527
CLASS ACTION

CLASS SETTLEMENT AGREEMENT AND RELEASE

This Agreement¹ is made and entered into by and among the following Settling Parties: (i) Plaintiff Karima Carmona, individually and on behalf of the Settlement Class and (ii) Dameron Hospital Association d/b/a Dameron Hospital. The Agreement is subject to Court approval and is

¹ Capitalized terms are defined in Paragraph 1 below.

intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims, upon and subject to the terms and conditions hereof.

This Litigation arose from a cyberattack and resulting data breach perpetrated upon Dameron in which a third-party accessed certain of Dameron's computer systems and data allegedly resulting in access to PII and PHI of Plaintiff and other individuals. Dameron is a 200+ bed hospital providing a wide variety of services to patients in Stockton, California.

Plaintiff brought this action under the California Constitution's Right to Privacy (Cal. Const., art. I, § 1), the California Consumer Privacy Act of 2018 (Cal. Civ. Code, § 1798.100 *et seq.*) ("CCPA"), the California Customer Records Act (Cal. Civ. Code § 1798.82 *et seq.*) ("CCRA"), the California Unfair Competition Law (Bus. & Prof. Code § 17200 *et seq.*) ("UCL"), the California Consumer Legal Remedies Act (Cal. Civ. Code § 1750, *et seq.*) ("CLRA"), the California Confidentiality of Medical Information Act (Cal. Civ. Code § 5, *et seq.*) ("CMIA"), and state common law, individually and on behalf of all persons whose Private Information was allegedly compromised and subject to unauthorized access and exfiltration, theft, or disclosure as a direct result of the breach of Dameron's information system's security, an event disclosed on or around December 5, 2023. The complaint in this matter was filed January 16, 2024.

After a period of informal discovery and mutual exchange of information, the Settling Parties scheduled a mediation for September 12, 2024; however, on September 6, 2024, the Settling Parties were able to reach an agreement prior to attending formal mediation. Prior to the anticipated mediation, Dameron produced additional informal discovery to Plaintiff in order for Plaintiff and Settlement Class Counsel to better understand the nature of her claims, including the size of the putative class, the number of California residents in the putative class, the finances of Dameron, and the available insurance coverage.

Pursuant to the terms agreed to and set out below, this Agreement resolves all actions,

proceedings, and claims against Dameron and the Released Parties that are asserted in, arise from, or relate to Plaintiff's complaint filed in the Litigation (including, without limitation, all claims that relate to or arise from the Incident), as well as all other actions by and on behalf of individuals or putative classes arising from the Incident.

I. PLAINTIFF'S CLAIMS AND THE SETTLEMENT BENEFITS

Plaintiff believes the claims asserted in the Litigation, as set forth in the complaint filed in the Litigation, have merit. Plaintiff and Settlement Class Counsel recognize and acknowledge, however, the expense and length of continued proceedings necessary to prosecute the Litigation against Dameron through motion practice, trial, and potential appeals. They have also considered the uncertain outcome, particularly in an area which remains in a state of development, and risk of further litigation, as well as the difficulties and delays inherent in such litigation. Settlement Class Counsel asserts that they are highly experienced in class action litigation, particularly in the area of data breach incident litigation, and knowledgeable regarding the relevant claims, remedies, and defenses at issue generally in such litigation and in this Litigation. In addition, Dameron contends Plaintiff will face difficulties in certifying a class, proving liability and causation, and establishing compensable damages on a class-wide basis. While Settlement Class Counsel believe Plaintiff would prevail on class certification and liability issues as to Dameron, they nevertheless acknowledge the risks involved in litigation and believe settlement is in the best interests of the Settlement Class. Settlement Class Counsel have determined that the Settlement is fair, reasonable, and adequate, and in the best interests of Plaintiff and the Settlement Class.

II. DENIAL OF WRONGDOING AND LIABILITY

Dameron denies each and all of the claims and contentions alleged against it in the Litigation and believes its defenses have merit. Dameron denies all charges of wrongdoing or

liability as alleged, or which could be alleged, in the Litigation. Nonetheless, Dameron has concluded that further conduct of the Litigation would be protracted and expensive, and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Agreement. Dameron also has considered the uncertainty and risks inherent in any litigation. Dameron has, therefore, determined it is desirable and beneficial that the Litigation be settled in the manner and upon the terms and conditions set forth in this Agreement.

III. TERMS OF THE SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Plaintiff, individually and on behalf of the Settlement Class, and Dameron that, subject to the approval of the Court, the Litigation and the Released Claims shall be finally and fully compromised, settled, and released, except as to Opt-Outs, upon and subject to the terms and conditions of this Agreement. The Settling Parties agree that, after entry of a Final Approval Order, the Court will retain jurisdiction over the Settling Parties, the Litigation, and the Agreement solely for purposes of (i) enforcing this Agreement and/or Final Approval Order, (ii) addressing Claims Administration matters, and (iii) addressing such post-judgment matters as are permitted by law.

1. DEFINITIONS

As used in this Agreement, the following terms have the meanings specified below:

1.1 “Administration Costs” means all costs and expenses associated with providing notice of the Agreement to the Settlement Class, Claims Administration, and otherwise administering and carrying out the terms of this Agreement.

1.2 “Agreement” means this Class Settlement Agreement and Release.

1.3 “Alternative Cash Payment” means the \$50 Settlement payment that Settlement Class Members can elect and the \$100 Settlement payment that California Subclass Members can

elect in lieu of claims for Credit Monitoring Services and Unreimbursed Economic Losses.

1.4 “Attorneys’ Fees and Expenses Award” means such funds as may be awarded by the Court to Settlement Class Counsel to compensate them fully and completely for their fees, costs, and expenses in connection with the Litigation.

1.5 “California Subclass” means all persons residing in California who Dameron identified as being among those individuals impacted by the Incident, including all who were sent a notice of the Incident to a California address.

1.6 “California Subclass Member” means a member of the California Subclass. For the avoidance of doubt, all California Subclass Members are also Settlement Class Members. The Settling Parties believe that there are approximately 208,496 California Subclass Members.

1.7 “Claims Administration” means the processing of payments to Settlement Class Members by the Claims Administrator.

1.8 “Claims Administrator” means Kroll Settlement Administration (“Kroll”), a company experienced in administering class action claims generally and specifically those of the type provided for in this Litigation, or, if Kroll is not approved by the Court, such other company experienced in administering class action claims generally and specifically those of the type provided for in this Litigation that is jointly agreed upon by the Settling Parties and approved by the Court.

1.9 “Claim Form” shall mean the form used by Settlement Class Members to file claims for the benefits offered in this Settlement, substantially in the form attached hereto as **Exhibit C**, as approved by the Court.

1.10 “Claims Period” means the last day to submit a timely Claim Form, which will occur 90 days after the Notice Deadline.

1.11 "Credit Monitoring Services" means 12 months of three-bureau credit monitoring services that are available to Settlement Class Members under this Agreement.

1.12 "Dameron" means Defendant Dameron Hospital Association d/b/a Dameron Hospital.

1.13 "Effective Date" means 10 days after the entry of the Final Approval Order, provided there are no objections made to the Settlement. If there are objections to the Settlement, then the Effective Date shall be the later of: (a) 30 days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order; or (b) if appeals are taken from the Final Approval Order, then the earlier of 30 days after the last appellate court ruling affirming the Final Approval Order or 30 days after the entry of a dismissal of the appeal. The Effective Date shall not be altered in the event the Court declines to approve, in whole or in part, the Attorneys' Fees and Expenses Award or the Incentive Award. Further, the Effective Date shall not be altered in the event that an appeal is filed with the sole issue(s) on appeal being the Attorneys' Fees and Expenses Award and/or the Incentive Award.

1.14 "Escrow Account" means an interest-bearing qualified settlement fund account in which the Claims Administrator will hold the Settlement Fund.

1.15 "Final" means the occurrence of all of the following events: (a) the Settlement is approved by the Court; (b) the Court has entered a Final Approval Order; (c) the Claims Administrator has distributed all Net Settlement Funds in accordance with Paragraph 2 below; and (d) the time to appeal or seek permission to appeal from the Final Approval Order and Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Final Approval Order and Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further

appeal or review. Notwithstanding the foregoing, any order modifying or reversing any Attorneys' Fees and Expenses Award or Incentive Award made in this case shall not affect whether the Final Approval Order and Judgment is Final or any other aspect of the Final Approval Order.

1.16 "Final Approval Hearing" means the final hearing to be conducted by the Court in connection with the determination of the fairness, adequacy, and reasonableness of this Agreement and the proposed Settlement.

1.17 "Final Approval Order" means the Court's order and judgment granting final approval of the Settlement, which, among other things, approves this Agreement and the Settlement as fair, adequate, and reasonable, and confirms the final certification of the Settlement Class.

1.18 "Funding Date" means the date Dameron will deposit the remaining balance of the Settlement Fund into the Escrow Account, which is no later than 10 days after the Effective Date.

1.19 "Incentive Award" means such funds as may be awarded by the Court to the Plaintiff for her service as Settlement Class Representative.

1.20 "Incident" means the December 2023 incident alleged in the complaint filed by Representative Plaintiff and the Litigation during which an authorized actor or unauthorized actors gained access to Dameron's computer systems and accessed, compromised, and/or exfiltrated files that contained current and former customers' Private Information.

1.21 "Litigation" means the putative class-action filed on January 16, 2024 in the Superior Court for the County of San Joaquin by Plaintiff Karima Carmona and captioned, *Karmina Carmona, on behalf of herself and all others similarly situated v. Dameron Hospital Association d/b/a Dameron Hospital*, Case No. STK-CV-UPI-2024-527.

1.22 “Long Form Notice” means the notice of Settlement that will be posted on the Settlement Website, substantially in the form attached hereto as **Exhibit A**, as approved by the Court.

1.23 “Net Settlement Fund” means the amount of funds that remains in the Settlement Fund after funds are paid from or allocated for payment from the Settlement Fund for Settlement Costs.

1.24 “Non-Profit Residual Recipient” means the International Association of Privacy Professionals Scholarship Fund, a 26 U.S.C. § 501(c)(3) non-profit organization that promotes research and scholarship into privacy advocacy and awareness.

1.25 “Notice Deadline” means the date by which notice to the Settlement Class shall be commenced and shall be 30 days after the entry of the Preliminary Approval Order.

1.26 “Notice Program” means the notice of settlement that is contemplated by this Agreement, and which shall include the Long Form Notice, Short Notice, and Settlement Website.

1.27 “Objection Deadline” means 60 days after the Notice Deadline or such other date set by the Court in the Preliminary Approval Order.

1.28 “Opt-Out” means a Settlement Class Member (a) who timely submits a properly completed and executed Request for Exclusion, (b) who does not rescind that Request for Exclusion before the Opt-Out Deadline, and (c) as to whom there is not a successful challenge to the Request for Exclusion.

1.29 “Opt-Out Deadline” means the date by which Settlement Class Members must mail or submit through the Settlement Website their Request for Exclusion in order for it to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes. The Opt-Out Deadline shall be 60 days after the Notice Deadline, or such other date set by the Court in the

Preliminary Approval Order.

1.30 “Person” means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, affiliates, attorneys, predecessors, successors, representatives, or assignees.

1.31 “PHI” means protected health information.

1.32 “PII” means personally identifiable information.

1.33 “Plaintiff” means Karima Carmona.

1.34 “Private Information” means PII and PHI that may have been exposed, compromised, or accessed during the Incident.

1.35 “Preliminary Approval Order” means the Court’s order granting, among other things, conditional certification of the Settlement Class, preliminary approval of this Agreement and the Settlement of the Litigation, and approval of the Notice Program.

1.36 “Released Claims” means all causes of action and claims for relief that have been asserted by any Settlement Class Member, including Plaintiff, against any of the Released Parties based on, relating to, concerning, or arising out of the Incident, the alleged compromising and/or theft of Private Information as a result of the Incident, and the allegations, facts, or circumstances described in the Complaint and the Litigation including, but not limited to, any causes of action under California Civil Code § 1798.80 *et. seq.*, § 1798.100 *et seq.*, § 1750 *et seq.* § 56 *et seq* or California Business & Professions Code § 17200 *et seq.*, and all similar statutes in effect in any states in the United States; negligence; negligence *per se*; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; misrepresentation

(whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including any claims for relief including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys' fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, the appointment of a receiver, and any other form of relief. Released Claims shall not include the right of any Settlement Class Member or any of the Released Persons to enforce the terms of the Settlement contained in the Agreement, and shall not include the claims of Opt-Outs.

1.37 "Released Parties" means Dameron and each of its past, present, and future parents, subsidiaries, divisions, affiliates, predecessors, successors, and assigns, and its past, present, and future directors, officers, agents, insurers, shareholders, owners, attorneys, advisors, consultants, representatives, partners, managers, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, and the predecessors, successors, and assigns of each of them. For the avoidance of doubt, "Released Parties" includes Adventist Health System/West, a California nonprofit religious corporation, which provides facility management services to Dameron.

1.38 "Releasing Parties" means Plaintiff and all Settlement Class Members who do not timely and properly exclude themselves from the settlement memorialized in this Agreement, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns.

1.39 "Request for Exclusion" means a substantially completed and properly executed written request that is timely delivered to the Claims Administrator by a Settlement Class Member under Paragraph 5 of this Agreement and is postmarked or submitted through the Settlement

Website on or before the Opt-Out Deadline. For a Request for Exclusion to be properly completed and executed, subject to approval by the Court, it should: (a) state the Settlement Class Member's full name, address, and telephone number; (b) contain the Settlement Class Member's personal and original signature or the original signature of a person authorized by law to act on the Settlement Class Member's behalf with respect to a claim or right such as those asserted in the Litigation, such as a trustee, guardian, or person acting under a power of attorney; and (c) clearly manifest the Settlement Class Member's intent to be excluded from the settlement. All Requests for Exclusion must be submitted individually in connection with a Settlement Class Member, *i.e.*, one request is required for every Settlement Class Member seeking exclusion.

1.40 "Settlement" means the settlement of the Litigation by and between the Settling Parties, and the terms thereof as stated in this Agreement.

1.41 "Settlement Claim" means a claimant's claim for relief under the terms of this Agreement.

1.42 "Settlement Class" means all persons Dameron identified as being among those individuals impacted by the Incident including all who were sent a notice of the Incident. Excluded from the Settlement Class are any judge presiding over this matter and any members of their first-degree relatives, judicial staff, Dameron's officers and directors, and any individuals who timely and validly request exclusion from the Settlement Class.

1.43 "Settlement Class Counsel" means MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC, and KOPELOWITZ OSTROW, P.A.

1.44 "Settlement Class Member" means a member of the Settlement Class. The Settling Parties believe that there are approximately 262,475 Settlement Class Members.

1.45 "Settlement Class Representative" means Plaintiff Karima Carmona.

1.46 “Settlement Costs” means all costs of the Settlement including the costs of carrying out the Notice Program, Claims Administration, any Attorneys’ Fees and Expenses Award, any Incentive Award to the Settlement Class Representative, and all other expenses or costs related to the Settlement, and payments of valid claims to the Settlement Class Members.

1.47 “Settlement Fund” means a common fund of \$650,000.00, which shall be the only amount paid by Dameron and the sole and exclusive source of all Settlement Costs, Settlement payments to Settlement Class Members, Administrative Costs, Incentive Award, and Attorneys’ Fees and Expenses. No portion of the Settlement Fund will revert to Dameron.

1.48 “Settlement Website” means the website that will be created and maintained by the Claims Administrator and will include the important documents from the Litigation, including the Complaint, this Agreement, the motions for preliminary and final approval of the Settlement, the Long Form Notice, the Short Notice, the Claim Form, the Preliminary Approval Order, and the Final Approval Order. The Settlement Website will also reference a toll-free telephone number for Settlement Class Members to call the Claims Administrator with questions and inquiries regarding the Settlement.

1.49 “Settling Parties” means, collectively, Dameron and Representative Plaintiff, individually and on behalf of the Settlement Class.

1.50 “Short Notice” means postcard notice of the Settlement that will be sent by the Claims Administrator to Settlement Class Members via first-class U.S. mail, substantially in the form attached hereto as **Exhibit B**, as approved by the Court.

1.51 “Unknown Claims” means any of the Released Claims that Plaintiff does not know or suspect to exist in her favor at the time of the release of the Released Parties and that, if known by her, might have affected her settlement with, and release of, the Released Parties, or might have

affected her decision to participate in this Settlement. With respect to any and all Released Claims, Plaintiff and Dameron stipulate and agree that upon the Effective Date, the Plaintiff expressly shall be deemed to have, and by operation of the Final Approval Order, shall have released any and all Released Claims, including Unknown Claims, and waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States which is similar, comparable, or equivalent to California Civil Code § 1542, which 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.

Plaintiff may hereafter discover facts in addition to, or different from, those that she now knows or believes to be true with respect to the subject matter of the Released Claims, but Plaintiff expressly shall be deemed to have, and by operation of the Final Approval Order shall have, upon the Effective Date, fully, finally, and forever settled and released any and all Released Claims including Unknown Claims.

1.52 “Unreimbursed Economic Losses” means unreimbursed monetary losses incurred by Settlement Class Members as a result of the Incident.

1.53 All time periods described in this Agreement in terms of “days” shall be in calendar days unless otherwise expressly stated herein.

2. SETTLEMENT CONSIDERATION

2.1 In consideration for the releases contained in this Agreement, and as a direct result of the Litigation, and without admitting liability for any of the alleged acts or omissions alleged in

the Litigation, and in the interests of minimizing the costs inherent in any litigation, Dameron will perform all the following:

2.2 Dameron will pay the Settlement Fund to the Claims Administrator as follows: (a) within 30 days following entry of the Preliminary Approval Order, Dameron will advance the amounts necessary to pay for the Notice Program, as set forth in Paragraph 4 herein, and Claims Administration which amount shall be determined and requested by the Claims Administrator, and which advances will be credited against the Settlement Fund; and (b) Dameron will pay the balance of the Settlement Fund into the Escrow Account by the Funding Date.

2.3 The Settlement Administrator will agree to make the following compensation from the Settlement Fund available to Settlement Class Members who submit valid and timely claim forms. Claims will be subject to review for completeness and plausibility by a Claims Administrator, and Settlement Class Members will have the opportunity to seek review by the Settling Parties' counsel, if they dispute the Claims Administrator's initial determination.

2.4 **Credit Monitoring**: All Settlement Class Members are eligible to enroll in 12 months of three-bureau Credit Monitoring Services. Credit Monitoring Services are available to Settlement Class Members regardless of whether the Settlement Class Member submits a claim for reimbursement of Unreimbursed Economic Losses. The Settlement Administrator shall send an activation code to each Settlement Class Member who submitted a valid claim for Credit Monitoring Services within 14 days of the Effective Date that can be used to activate Credit Monitoring Services. Such enrollment codes shall be sent via e-mail. Codes will be active for 180 days after the date of e-mailing, and may be used to activate the full 12 month term if used at any time during that 180 period.

2.5 Compensation for Unreimbursed Economic Losses: The Settlement Administrator, from the Settlement Fund, will provide compensation, up to a total of \$5,000.00 per person who is a member of the Settlement Class, upon submission of a claim and supporting documentation, for unreimbursed monetary losses incurred as a result of the Incident, including, without limitation, unreimbursed losses relating to fraud or identity theft; professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after the Incident through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges. Settlement Class Members with Unreimbursed Economic Losses must submit documentation supporting their claims. This can include receipts or other documentation not "self-prepared" by the claimant that document the costs incurred. "Self-prepared" documents such as handwritten receipts may be, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation.

2.6 Alternative Cash Payment: In lieu of claims for Credit Monitoring Services and Unreimbursed Economic Losses, Settlement Class Members can elect to make a claim for a \$50 Alternative Cash Payment, and California Subclass Members may make a claim for a \$100 Alternative Cash Payment (in recognition of their superior statutory claims). For the avoidance of doubt, California Subclass Members may elect the greater of the \$50 Alternative Cash Payment or a \$100 Alternative Cash Payment, but not both. To receive this Alternative Cash Payment, Settlement Class Members must submit a valid Claim Form, but no documentation is required to make a claim. For California Subclass Members, a box must be checked attesting that they were a California resident at the time of the Incident (i.e., December 2023). The amount of the Alternative

Cash Payments will be increased or decreased on a *pro rata* basis, depending upon the number of valid claims filed and the amount of funds available for these payments.

2.7 Assessing Claims for Unreimbursed Economic Losses: The Settlement Administrator shall verify that each person who submits a Claim Form is a Settlement Class Member. The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent documentation for Unreimbursed Economic Losses reflect valid Unreimbursed Economic Losses actually incurred that are fairly traceable to the Incident, but shall consult with both Settlement Class Counsel and Dameron's counsel in making individual determinations. The Claims Administrator is authorized to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.

If a Settlement Class Member does not submit reasonable documentation supporting Unreimbursed Economic Losses, or if their claim is rejected by the Claims Administrator for any reason, and the Settlement Class Member fails to cure his or her claim, the claim will be rejected and the Settlement Class Member's claim will be as if he or she elected an Alternative Cash Payment.

2.8 Assessing Claims for Alternative Cash Payments: The Settlement Administrator shall verify that each person who submits a Claim Form is a Settlement Class Member or California Subclass Member.

A Settlement Class Member or California Subclass Member shall not be required to submit any documentation or additional information in support of their claim for an Alternative Cash Payment. However, the Claim Form must clearly indicate that the Settlement Class Member is electing to claim the Alternative Cash Payment in lieu of any other benefits made available under

this Agreement, i.e., Credit Monitoring Services and Unreimbursed Economic Losses. The Claims Administrator is authorized to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity. In the event of any ambiguities in the Claim Form, the Claims Administrator may contact the Settlement Class Member prior to making a determination as to its validity and, specifically, to determine whether the Settlement Class Member wishes to file a claim for an Alternative Cash Payment or any other benefits made available under this Settlement Agreement.

2.9 Order of Distribution of Funds. The Claims Administrator must use the funds available in the Net Settlement Fund (after payment of Settlement Costs) to make payments for approved claims in this order: Credit Monitoring Services, followed by Unreimbursed Economic Losses, followed by Alternative Cash Payments.

2.10 Disputes. To the extent the Claims Administrator determines a claim for Unreimbursed Economic Losses is deficient in whole or part, within a reasonable time of making such a determination, the Claims Administrator shall notify the Settlement Class Member of the deficiencies and give the Settlement Class Member 21 days to cure the deficiencies. Such notifications shall be sent via e-mail, unless the claimant did not provide an e-mail address, in which case such notifications shall be sent via U.S. mail. If the Settlement Class Member attempts to cure the deficiencies but, at the sole discretion and authority of the Claims Administrator, fails to do so, the Claims Administrator shall notify the Settlement Class Member of that determination within 10 days. The Claims Administrator shall consult with Settlement Class Counsel and Dameron's counsel in making such determinations.

2.11 Contingencies. In the event that the aggregate amount of all Settlement payments exceeds the total amount of the Net Settlement Fund after payment of any Attorneys' Fees and

Expenses Award, then all valid claims for Credit Monitoring Services and Unreimbursed Economic Loss Claims shall be paid in full, and each valid claim for Alternative Cash Payments shall be proportionately reduced on a *pro rata* basis. In no event shall the Settlement Fund be increased for any reason. In the event that the aggregate amount of all Settlement payments does not exceed the Net Settlement Fund, then each Settlement Class Member who is entitled to receive payment for an Alternative Cash Payment Claim shall receive additional funds increased on a *pro rata* basis (in other words, the same additional amount is added to each claimant's payment) so that the Net Settlement Fund is depleted.

2.12 Residual Funds for Net Settlement Fund. To the extent any funds remain in the Net Settlement Fund more than 120 days after the distribution of all Settlement payments to Settlement Class Members, a subsequent payment will be evenly made to all Settlement Class Members who cashed or deposited their Settlement payments, provided that the average payment amount is equal to or greater than \$5.00. The distribution of this remaining Net Settlement Fund shall continue until the average payment amount in a distribution is less than \$5.00. Any amount remaining in the Net Settlement Fund after said additional distribution(s), if any, shall be distributed to the Non-Profit Residual Recipient.

3. PRELIMINARY SETTLEMENT APPROVAL AND FINAL APPROVAL

3.1 As soon as practicable after the execution of the Agreement, Settlement Class Counsel shall file a motion seeking entry of a Preliminary Approval Order. A proposed Preliminary Approval Order shall be submitted with the motion. The motion seeking entry of a Preliminary Approval Order shall request that the Court, *inter alia*:

- (a) Stay all proceedings in the Litigation other than those related to approval of the Agreement;

(b) Stay and/or enjoin, pending entry of a Final Approval Order, any actions brought by Settlement Class Members concerning the Released Claims;

(c) Preliminarily certify the Settlement Class for settlement purposes only;

(d) Preliminarily approve the terms of the Agreement as fair, adequate, and reasonable;

(e) Appoint Plaintiff as the Settlement Class Representative for settlement purposes only;

(f) Appoint Settlement Class Counsel as counsel for the Settlement Class for settlement purposes only;

(g) Approve the Notice Program, as set forth in Paragraph 4 herein, and set the dates for the Opt-Out Deadline, and Objection Deadline;

(h) Approve the form and contents of the Long Form Notice and Short Notice, which together shall include a fair summary of the Settling Parties' respective litigation positions, the general terms of the Settlement set forth in the Agreement, instructions for how to object to or submit a Request for Exclusion from the Settlement, and the date, time, and place of the Final Approval Hearing;

(i) Appoint a Claims Administrator; and

(j) Schedule the Final Approval Hearing.

3.2 Dameron will consent to the entry of the Preliminary Approval Order so long as it is consistent with this Agreement.

3.3 Settlement Class Counsel and Dameron shall request that the Court hold a Final Approval Hearing after the Notice Program is completed and at least 30 days after the Opt-Out Deadline and Objection Deadline and grant final approval of the Settlement as set forth herein.

3.4 The proposed Final Approval Order that shall be filed with the motion for final approval shall, among other things:

- (a) Determine the Settlement is fair, adequate, and reasonable;
- (b) Finally certify the Settlement Class;
- (c) Determine that the Notice Program, as set forth herein, satisfies due process requirements;
- (d) Bar and enjoin any Settlement Class Members who did not timely opt out in accordance with the requirements of this Agreement from asserting any of the Released Claims; and
- (e) Release and forever discharge Dameron and the Released Parties from the Released Claims, as provided for in this Agreement.

4. **NOTICE PROGRAM**

4.1 Within 10 days of entry of the Preliminary Approval Order, Dameron will provide the Claims Administrator with a list of Settlement Class Members Dameron has been able to identify in such format as requested by the Claims Administrator which will include, to the extent available, the name and physical mailing address of each Settlement Class Member. The Claims Administrator shall cause notice to be disseminated to the Settlement Class Members by direct U.S. mail, pursuant to the Preliminary Approval Order and the Notice Program, as described herein, and in compliance with all applicable laws, including, but not limited to, the Due Process Clause of the United States Constitution, the California State Constitution, and Rule 3.769(f) of the California Rules of Court, and to be effectuated pursuant to the provisions set forth below, the costs of which shall be a Settlement Cost. The Claims Administrator must maintain the list of Settlement Class Members provided by Dameron pursuant to this paragraph in strict confidence

and may not share the list with anyone other than Dameron.

4.2 Class Notice shall be provided to the Settlement Class as follows:

(a) Within 30 days after receiving the list of Settlement Class Members from Dameron, the Claims Administrator shall send the Summary Notice as follows:

- (i) The Claims Administrator will send the Short Notice by first-class U.S. mail, postage prepaid;
- (ii) For any Short Notice that has been mailed via first-class U.S. mail and returned by the U.S. Postal Service ("USPS") as undeliverable, the Claims Administrator shall re-mail the notice to the forwarding address, if any, provided by the USPS on the face of the returned mail;
- (iii) Neither the Settling Parties nor the Claims Administrator shall have any other obligation to re-mail individual notices that have been mailed as provided herein; and
- (iv) In the event the Claims Administrator transmits a Short Notice via first-class U.S. mail, then the Claims Administrator shall perform any further investigations deemed appropriate by the Claims Administrator, including using the National Change of Address database maintained by the USPS, in an attempt to identify current mailing addresses for individuals whose names are provided by Dameron, so long as the costs of such efforts are proportionate with the amount of the estimated payments to such individuals.

(b) The Claims Administrator shall establish a dedicated Settlement Website

that includes, at a minimum, the Complaint, this Agreement, the motions for preliminary and final approval of the Settlement, the Long Form Notice, the Short Notice, the Claim Form, the Preliminary Approval Order, and the Final Approval Order. The Claims Administrator shall maintain and update the Settlement Website until all Settlement payments have been made to Settlement Class Members pursuant to Paragraph 2, above. The Claims Administrator will also post on the Settlement Website copies of the motion for final approval of the Settlement, and the motion for an Attorneys' Fees and Expenses Award and Incentive Award and other relevant filings. Pursuant to California Rule of Court 3.771(b), notice of the Final Approval Order will also be provided to the Settlement Class by being posted on the Settlement Website. A toll-free number with interactive voice response and FAQs shall also be made available to address Settlement Class Members' inquiries. The Settlement Website shall not include any advertising and shall remain operational until 180 days following the Effective Date, at which time the Claims Administrator shall terminate the Settlement Website and transfer ownership of the URL to Dameron.

4.3 The Short Notice and Long Form Notice shall be finalized by the Settling Parties no less than 7 days before they are sent to the Settlement Class Members.

4.4 The Notice Program shall be subject to approval by the Court as meeting the requirements of California Rule of Court Rule 3.769(f) and due process under the United States Constitution and the California State Constitution.

4.5 The Short Notice or Long Form Notice approved by the Court may be adjusted by the Claims Administrator in consultation and agreement with the Settling Parties as may be

reasonable and necessary, so long as it is not inconsistent with such approval and does not materially alter the language approved by the Court.

4.6 Prior to the Final Approval Hearing, counsel for the Settling Parties shall cause to be filed with the Court an appropriate declaration from the Claims Administrator demonstrating compliance with the Court-approved Notice Program.

5. OPT-OUT PROCEDURES

5.1 Each Settlement Class Member wishing to exclude themselves from the Settlement Class must individually sign and timely mail a written Request for Exclusion to the address designated by the Claims Administrator.

5.2 To be effective, a Request for Exclusion must be postmarked by the Opt-Out Deadline.

5.3 Within seven days after the Opt-Out Deadline, the Claims Administrator shall provide the Settling Parties with a complete and final list of all Opt-Outs who have timely and validly excluded themselves from the Settlement Class and, upon request, copies of all completed Requests for Exclusions. Settlement Class Counsel may file with the Court a final list of all timely Opt-Outs, with names and addresses redacted, no later than seven days prior to the Final Approval Hearing.

5.4 No Opt-Outs shall receive any benefits of or be bound by the terms of this Agreement. All Persons falling within the definition of the Settlement Class who do not opt-out shall be bound by the terms of this Agreement and by all proceedings, orders, and judgments in the Litigation.

6. OBJECTION PROCEDURES

6.1 Each Settlement Class Member who does not file a timely Request for Exclusion

may timely mail a written notice of intent to object to the Settlement to the address designated by the Claims Administrator. The Long Form Notice shall instruct Settlement Class Members who wish to object to the Settlement to send their written objections to the Claims Administrator at the address indicated in the Short Notice and Long Form Notice. The Long Form Notice shall advise Settlement Class Members of the Objection Deadline.

6.2 All notices of an intent to object to the Settlement must be written and should include all of the following:

- (a) the objector's full name, address, telephone number, and email address (if any);
- (b) a clear and detailed written statement that identifies the basis of the specific objection that the Settlement Class Member asserts;
- (c) the identity of any counsel representing the objector;
- (d) a statement whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel, and, if through counsel, identifying that counsel; and
- (e) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (if any).

6.3 Notwithstanding the foregoing, any Settlement Class Member who timely submits a written notice of objection and attends the Final Approval Hearing may so state their objection at that time, subject to the Court's approval.

6.4 To be timely, written notice of an objection in the appropriate form must be postmarked no later than the Objection Deadline, subject to Court approval.

6.5 Except upon a showing of good cause, any Settlement Class Member who fails to

substantially comply with the requirements in this paragraph for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement, and shall be bound by all the terms of the Agreement and by all proceedings, orders and judgments in the Litigation. The exclusive means for any challenge to the Settlement shall be through the provisions of this Paragraph 6.

7. CLAIMS ADMINISTRATION

7.1 The Claims Administrator shall administer and calculate the payments to Class Members.

7.2 No Person shall have any claim against the Claims Administrator, Dameron, the Released Parties, Dameron's counsel, Settlement Class Counsel, and/or Plaintiff based on distribution of any payments to Settlement Class Members pursuant to this Agreement.

7.3 The Claims Administrator shall hold the Settlement Fund in the Escrow Account, and administer the Settlement Fund, subject to the continuing jurisdiction of the Court and from the earliest possible date, as a qualified settlement fund as defined by Treasury Regulation § 1.46B-1 *et seq.*, and agree to any relation-back election required to treat the Settlement Fund as a qualified settlement fund from the earliest date possible. The Claims Administrator shall pay any taxes owed by the Settlement Fund out of the Settlement Fund. Except for funding the Settlement Fund, Dameron shall not have any other financial obligation under the Agreement. In addition, under no circumstances will Dameron, the Released Parties, Dameron's counsel, Settlement Class Counsel, and/or Plaintiff have any liability for taxes or tax expenses under this Agreement.

7.4 The Claims Administrator will send funds electronically (in an electronic payment format recommended by the Claims Administrator, such as PayPal or Venmo, and agreed-upon by the Settling Parties) or by check for payments to Settlement Class Members within 30 days after

the Effective Date. No distributions will be made without authorization from the Settling Parties. Settlement payment checks shall be sent by first-class U.S. mail. Settlement payment checks (electronic and paper) shall be valid for a period of 180 days from issuance, and shall state, in words or substance that the check must be cashed within 180 days, after which time it will become void. In the event a Settlement payment check becomes void, the Settlement Class Member to whom that Settlement payment check was made payable will forfeit the right to payment and will not be entitled to have the check reissued or to any further distribution from the Settlement Fund or to any further recourse against the Released Parties, and the Agreement will in all other respects be fully enforceable against the Settlement Class Member. No later than 190 days from the issuance of the Settlement payment checks, the Claims Administrator shall take all steps necessary to stop payment on any Settlement payment checks that remain uncashed.

7.5 All Settlement Class Members who fail to timely cash their Settlement payment check shall be forever barred from receiving a Settlement payment pursuant to this Agreement, but will in all other respects be subject to, and bound by, the provisions of this Agreement, including the releases contained herein, and the Final Approval Order.

8. RELEASES

8.1 Upon the Effective Date, the Releasing Parties will be deemed by operation of this Agreement and the Final Approval Order to have forever fully, finally, completely, and unconditionally released, discharged, and acquitted Dameron and the Released Parties from any and all of the Released Claims, and Plaintiff will be deemed to have also released Unknown Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, the Releasing Parties, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public, or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or

participating in any recovery in any action in this or any other forum (other than the participation in the Agreement as provided herein) in which any of the Released Claims or, in addition as to the Plaintiff, Unknown Claims, are asserted.

8.2 Upon entry of the Final Approval Order, the Releasing Parties shall be barred from initiating, asserting, or prosecuting against Dameron and any Released Parties any claims that are released by operation of the Agreement and the Final Approval Order.

9. **THE ATTORNEYS' FEES AND EXPENSES AWARD AND INCENTIVE AWARD**

9.1 Settlement Class Counsel may file a motion seeking reasonable attorneys' fees in an amount not to exceed approximately one-third (33.33 percent, or \$216,645) of the Settlement Fund. In addition, Class Counsel may seek their reasonable costs and expenses from the Settlement Fund. The entirety of the Attorneys' Fees and Expenses Award shall be payable solely from the Settlement Fund.

9.2 Settlement Class Counsel will also request from the Court an Incentive Award for Plaintiff in the amount of \$2,500.00, to be paid solely from the Settlement Fund. Dameron will not object to Plaintiff's request for an Incentive Award, unless Plaintiff's request exceeds the terms outlined in this Agreement.

9.3 Within 10 days after the Effective Date, the Claims Administrator shall pay any Attorneys' Fees and Expenses Award and Incentive Award from the Settlement Fund to an account designated by Settlement Class Counsel. After the Attorneys' Fees and Expenses Award and the Incentive Award have been deposited into this account, Settlement Class Counsel shall be responsible for distributing any Incentive Award to Plaintiff, and shall have sole discretion in allocating such attorneys' fees and costs, and distributing to each participating Plaintiff's counsel firm an allocated share of such attorneys' fees and costs to that firm. Dameron shall have no responsibility for distribution of attorneys' fees or costs among participating firms.

9.4 No order of the Court of modification or reversal or appeal of any order of the Court concerning the amounts of the Attorneys' Fees and Expenses Award or the Incentive Award hereunder shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Agreement.

9.5 Dameron shall not be liable for any additional attorneys' fees and expenses of Plaintiff's counsel or Settlement Class Counsel in the Litigation.

10. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION OR TERMINATION

10.1 Dameron's willingness to settle this Litigation on a class-action basis and to agree to the accompanying certification of the Settlement Class is dependent on achieving finality in this Litigation and the desire to avoid the expense of this and other litigation, unless otherwise expressly provided for in this Agreement. Consequently, the Settling Parties have the right to terminate this Agreement, declare it null and void, and have no further obligations under this Agreement to the Representative Plaintiff, the Settlement Class, or Plaintiff's counsel/Settlement Class Counsel, unless each of the following conditions occur:

- (a) The Court has entered a Preliminary Approval Order;
- (b) The Court enters a Final Approval Order; and
- (c) The Effective Date has occurred.

10.2 If all of the conditions in Paragraph 10.1 are not fully satisfied and the Effective Date does not occur, this Agreement shall, without notice, be automatically terminated unless Settlement Class Counsel and Dameron's counsel mutually agree in writing to proceed with the Agreement.

10.3 In the event that the Agreement is not approved by the Court or the Agreement is terminated in accordance with its terms: (a) the Settling Parties shall be restored to their respective

positions in the Litigation and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or litigant, which extension shall be subject to the decision of the Court; and (b) the terms and provisions of the Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Agreement, including certification of the Settlement Class for settlement purposes only, shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of any Attorneys' Fees and Expenses Award to Settlement Class Counsel shall constitute grounds for cancellation or termination of the Agreement.

10.4 For the avoidance of doubt, Dameron conditionally agrees and consents to certification of the Settlement Class for settlement purposes only, and within the context of the Agreement only. If the Agreement is not fully approved or is otherwise terminated for any reason, Dameron reserves its right to assert any and all objections and defenses to certification of a class, and neither the Agreement nor anything relating to the Agreement, including any Court orders, shall be offered by any Person as evidence or in support of a motion to certify a class for a purpose other than the settlement set forth in this Agreement.

11. THE COURT RETAINS JURISDICTION OVER THE ACTION

11.1 The Settling Parties agree that, after entry of the Final Approval Order, the Court will retain jurisdiction over the Settling Parties, the Litigation, and the Agreement solely for purposes of (i) enforcing this Agreement and/or the Final Approval Order, (ii) addressing Claims Administration matters, and (iii) addressing such post-judgment matters as are permitted by law.

12. MISCELLANEOUS PROVISIONS

12.1 The Settling Parties and their counsel acknowledge that it is their intent to consummate this Agreement and agree to undertake their best efforts to effectuate and implement all terms and conditions of this Agreement, including taking all steps and efforts contemplated by this Agreement, and any other steps and efforts which may become necessary by order of the Court or otherwise.

12.2 The Settling Parties intend this Agreement to be a final and complete resolution of all disputes between them with respect to the Litigation and with regard to the Released Parties. The Agreement compromises claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the Settlement set forth in this Agreement was negotiated in good faith by the Settling Parties and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the Litigation was brought or defended in bad faith or without a reasonable basis.

12.3 Neither the Agreement nor any act performed or document executed pursuant to or in furtherance of the Agreement: (a) is or may be deemed to be or may be used as an admission, or evidence, of the validity or lack thereof of any of the Released Claims or of any wrongdoing or liability of any of the Released Parties including, but not limited to, in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal; or (b) is or may be deemed to be or may be used as an admission, or evidence, of any fault or omission of any of the Released Parties including, but not limited to, in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. Any of the Released Parties may

file the Agreement in any action that may be brought against them or any of them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

12.4 The Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest. Amendments and modifications may be made without additional notice to the Settlement Class Members unless such notice is required by the Court.

12.5 The Agreement contains the entire agreement between the Settling Parties and supersedes all prior agreements or understandings between them. The terms of the Agreement shall be construed as if drafted jointly by all Settling Parties to this Agreement. The terms of the Agreement shall be binding upon each of the Settling Parties, their agents, attorneys, employees, successors and assigns, and upon all other Persons or entities claiming any interest in the subject matter hereof, including any Settlement Class Member.

12.6 The Agreement shall be considered to have been negotiated, executed, and delivered, and to be wholly performed, in the state of California, and the rights and obligations of the Settling Parties to the Agreement shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the state of California without giving effect to that state's choice of law principles.

12.7 The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Settling Parties. The Court shall retain jurisdiction

with respect to the administration, consummation, and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Claims Administrator. As part of its agreement to render services in connection with this Settlement, the Claims Administrator shall consent to the jurisdiction of the Court for this purpose.

12.8 The individuals signing this Agreement on behalf of Dameron represent that they are fully authorized by Dameron to enter into, and to execute, this Agreement on its behalf. Plaintiff's Counsel represent that they are fully authorized to conduct settlement negotiations with counsel for Dameron on behalf of Representative Plaintiff, and to enter into, and to execute, this Agreement on behalf of the Settlement Class, subject to Court approval pursuant to California Rule of Court 3.769.

12.9 None of the Settling Parties shall be considered to be the primary drafter of this Agreement or any provision hereof for the purpose of any rule of interpretation or construction that might cause any provision to be construed against the drafter.

12.10 The Settling Parties agree that, subject to Paragraph 12.3 of this Agreement, this Agreement and the Final Approval Order will not prejudice in any way the Settling Parties' right to raise any of the arguments that the Settling Parties made in this case in any future litigation.

12.11 In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said provision to the extent Dameron does not exercise its right to terminate under Paragraph 10 of this Agreement.

12.12 If applicable, upon request, within 30 days after Settlement payments are funded, Settlement Class Counsel shall destroy all confidential, non-public information obtained in

connection with the Litigation and Agreement and certify the same.

12.13 All notices or formal communications under this Agreement shall be in writing and shall be given (a) by hand delivery, (b) by registered or certified mail, return receipt requested, postage pre-paid, or (c) by overnight courier to counsel for the Settling Party to whom notice is directed at the following addresses, and also send a copy by electronic mail:

Representative Plaintiff and the Settlement Class:	Dameron:
John J. Nelson MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC 402 S. Broadway Suite 1760 San Diego, CA 92101 Tel: 865-209-6941 jnelson@milberg.com	Tammy B. Webb SHOOK, HARDY & BACON LLP 555 Mission Street, Suite 2300 San Francisco, CA 94105 Tel: (415) 544-1900 tbwebb@shb.com


Counsel may designate a change of the person to receive written notice or a change of address, from time to time, by giving written notice to all Settling Parties in the manner described in this paragraph.

12.14 The Plaintiff, Plaintiff's counsel/Settlement Class Counsel, Dameron, and Dameron's counsel may execute this Agreement in counterparts, and the execution of counterparts shall have the same effect as if all Settling Parties had signed the same instrument. Facsimile and scanned signatures shall be considered as valid signatures as of the date signed. This Agreement shall not be deemed executed until signed by Plaintiff, Plaintiff's counsel, and by counsel for and representative(s) of Dameron.

[Signatures on following page]

IN WITNESS WHEREOF, the Settling Parties hereto have caused the Agreement to be executed on their behalf by their duly authorized counsel of record, all as of the day set forth below:

Dated: Karima Carmona, 2024


Karima Carmona (Nov 7, 2024 11:56 PST)

Karima Carmona, *Plaintiff*

Dated: November 7, 2024

John Nelson
John Nelson (Nov 7, 2024 12:03 PST)

John J. Nelson

Plaintiff's Counsel and Proposed Settlement Class Counsel

Dated: _____, 2024

Dameron Hospital Association, *Defendant*

By: _____

Its: _____

Dated: _____, 2024

Tammy B. Webb
Counsel for Defendant
Dameron Hospital Association

IN WITNESS WHEREOF, the Settling Parties hereto have caused the Agreement to be executed on their behalf by their duly authorized counsel of record, all as of the day set forth below:

Dated: _____, 2024

Karima Carmona, *Plaintiff*

Dated: _____, 2024

John J. Nelson

Plaintiff's Counsel and Proposed Settlement Class Counsel

Dated: Nov 7, 2024

Dameron Hospital Association, *Defendant*

By: C. Douglas Long

Its: _____

Dated: November 7, 2024

Tammy B. Webb

Tammy B. Webb
Counsel for Defendant
Dameron Hospital Association