

CLASS SETTLEMENT AGREEMENT AND RELEASE

This Class Settlement Agreement and Release (“Class Settlement Agreement”) is made and entered into by and among the following Settling Parties (as defined below): (i) Plaintiff Hada Gonzalez, David Martinez, Ira Bradford, Tim De Lavega, and Khaliq Harrison (each, a “Plaintiff” or “Representative Plaintiff,” and collectively, “Plaintiffs” or “Representative Plaintiffs”), individually and on behalf of the Settlement Class (as defined below), by and through their counsel Scott Edward Cole of COLE & VAN NOTE, Joseph R. Lucia of RAINS LUCIA STERN ST. PHALLE & SILVER, PC and Shounak S. Dharap of ARNS DAVIS LAW (collectively, “Representative Plaintiffs’ Counsel”); and (ii) Defendant CITY OF OAKLAND (“OAKLAND”) by and through its counsel Casie D. Collignon and Matthew Pearson of BAKER & HOSTETLER LLP (“Defendant’s Counsel”). The Class Settlement Agreement is subject to Court approval and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below), upon and subject to the terms and conditions hereof.

This Class Settlement Agreement relates to a data security incident that was discovered on or around February 2023 (the “Data Security Incident”).

Plaintiff Hada Gonzalez, individually and on behalf of the putative class, filed an action on April 25, 2023 against OAKLAND asserting various claims concerning the Data Security Incident in the Superior Court of the State of California, County of Alameda, short-captioned *Hada Gonzalez v. City of Oakland*, Case No. 23CV031786 (the “*Gonzalez Action*”). On August 2, 2023, the *Gonzalez Action* was amended to add representative plaintiffs and modify certain claims. On October 2, 2023, Plaintiff Khaliq Harrison, individually and on behalf of the putative class, filed an action against OAKLAND asserting various claims concerning the Data Security Incident in the Superior Court of the State of California, County of Alameda, short-captioned *Khaliq Harrison*

v. *City of Oakland*, Case No. 23CV046323 (the “*Harrison Action*”). As a material term of this settlement, Plaintiff Harrison shall voluntarily dismiss the *Harrison Action* and Plaintiff Harrison shall be thereafter joined into the *Gonzalez Action*. The *Harrison Action* and the *Gonzalez Action* shall collectively be referred to herein as the “Litigation.”

OAKLAND denies each and all of the claims and contentions alleged against it in the Litigation. OAKLAND denies all charges of wrongdoing or liability as alleged, or which could be alleged. Nevertheless, following the Data Security Incident, OAKLAND made data security enhancements to further protect Settlement Class Members’ confidential data in the future.

After two, full-day mediations before experienced mediators, the Parties reached the agreement outlined below.

Pursuant to the terms agreed to and set out below, this Class Settlement Agreement resolves all actions, proceedings, and claims against City of Oakland and the Released Parties that are asserted in, arise from, or relate to Plaintiffs’ complaints filed in the Litigation or that could have been asserted in Plaintiffs’ complaints in the Litigation, as well as all other actions or claims by and on behalf of individuals or putative classes against OAKLAND and the Released Parties arising from or related to the Data Security Incident or matters referenced in the complaints.

I. CLAIMS OF REPRESENTATIVE PLAINTIFFS AND BENEFITS OF THE CLASS SETTLEMENT

Representative Plaintiffs believe the claims asserted in the Litigation, as set forth in the complaints filed in the Litigation, have merit. Representative Plaintiffs and Representative Plaintiffs’ Counsel recognize and acknowledge, however, the expense and length of continued proceedings necessary to prosecute the Litigation against OAKLAND and the Released Parties through motion practice, trial, and potential appeals. They have also considered the uncertain outcome and risk of further litigation, particularly in an area that remains in a state of development,

and thus a level of uncertainty, as well as the difficulties and delays inherent in such litigation. Representative Plaintiffs' Counsel are highly experienced in class action litigation, particularly in privacy litigation, and are knowledgeable regarding the relevant claims, remedies, and defenses at issue. In addition, OAKLAND contends Plaintiffs will face difficulties in obtaining proper jurisdiction, certifying a class, proving liability, and establishing compensable damages on a class-wide basis. While Representative Plaintiffs' Counsel believe Representative Plaintiffs would prevail on class certification and liability issues as to OAKLAND, they nevertheless acknowledge the risks involved in litigation and believe settlement is in the best interests of the Settlement Class. They have determined that the settlement set forth in this Class Settlement Agreement is fair, reasonable, and adequate, and in the best interests of Plaintiffs and the Settlement Class.

II. DENIAL OF WRONGDOING AND LIABILITY

OAKLAND denies each and all of the claims and contentions alleged against it in the Litigation and believes its defenses have merit and it would prevail on its defenses. OAKLAND denies all charges of wrongdoing or liability as alleged, or which could be alleged in the Litigation, or that it violated or breached any law, regulation, or duty owed to the Representative Plaintiffs or proposed Settlement Class. OAKLAND further denies that any individual suffered any actual harm caused by the Data Security Incident. OAKLAND also believes it would not be possible or feasible to certify a class for trial purposes. Nonetheless, OAKLAND has concluded that further conduct of the Litigation would be protracted and expensive, and that it is therefore desirable and beneficial that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Class Settlement Agreement.

III. TERMS OF THE SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by Representative Plaintiffs, individually and on behalf of the Settlement Class, and OAKLAND that, subject to the approval of the Court, the Litigation and the Released Claims shall be finally and fully compromised, settled, and released, and the Litigation shall be dismissed with prejudice except as to those Settlement Class Members who timely opt out of the Class Settlement Agreement, upon and subject to the terms and conditions of this Class Settlement Agreement, as follows:

1. DEFINITIONS

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

1.1 “Administrative Costs” means all actual costs associated with or arising from Claims Administration.

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

1.3 “Approved Claim(s)” means Settlement Claim(s) in an amount approved by the Claims Administrator or found to be valid through the claims processing and/or dispute resolution process pursuant to Paragraph 7 of this Class Settlement Agreement.

1.4 “Attorneys’ Fees and Expenses Award” means such funds as may be awarded by the Court to Settlement Class Counsel, in an amount not to exceed five hundred twenty-eight thousand dollars (\$528,000). The Attorneys’ Fees and Expenses Award was negotiated separately and only after all other terms of this settlement were negotiated and agreed upon between counsel and the parties hereto.

1.5 “Award” means the amount remitted by the Claims Administrator to Settlement Class Members, as provided in Paragraphs 2 and 7 of this Class Settlement Agreement.

1.6 “Claims Administration” means the processing of Settlement Claims received from Settlement Class Members and the processing of payment of Approved Claims by the Claims Administrator.

1.7 “Claims Administrator” means a company experienced in administering class action claims generally and specifically those of the type provided for and made in data-breach litigation. The Claims Administrator may be replaced upon agreement of the Settling Parties or as directed by the Court.

1.8 “Claims Filing Deadline” means the postmark and/or online submission deadline for Settlement Claims pursuant to Paragraph 2.5.

1.9 “Claim Form” means the claim form that Settlement Class Members must submit to be eligible for certain forms of relief (i.e., credit monitoring, ordinary and/or out of pocket expenses and/or extraordinary losses) under the terms of the Class Settlement Agreement and approved by the Court. The Claim Form will be substantially in a form as shown in **Exhibit 1** attached hereto.

1.10 “Claims Period” means the time for Settlement Class Members to submit Settlement Claims, running from the date of entry of the Preliminary Approval Order through the Claims Filing Deadline.

1.11 “Class Notice” means the notice of settlement that is contemplated by this Class Settlement Agreement, and which shall include the electronic E-mail Notice, postcard Summary Notice, and electronic Long Notice, respectively, as approved by the Court.

1.12 “Class Counsel” means: Scott Edward Cole of COLE & VAN NOTE and Joseph R. Lucia of RAINS LUCIA STERN ST. PHALLE & SILVER, P.C. and Shounak S. Dharap of ARNS DAVIS LAW.

1.13 “Data Security Incident” means the unauthorized access to OAKLAND’s systems and certain files that was discovered by OAKLAND in February 2023 and disclosed to potentially impacted individuals in March 2023, whereby an unauthorized third party allegedly gained access to and acquired files that contained certain information about current and former OAKLAND employees and/or residents, including names, addresses, driver’s license numbers, medical information, city record information and Social Security numbers.

1.14 “Effective Date” means the first date by which all of the events and conditions specified in Paragraph 1.18 have occurred and been met.

1.15 “E-mail Notice” means the notice given by the Claims Administrator via electronic transmission to Settlement Class Members for whom e-mail addresses are available.

1.16 “Escrow Account” means an account established by the Claims Administrator at a financial institution into which monies shall be deposited, as set forth in this Agreement.

1.17 “Extraordinary Losses” means documented monetary loss that arises from financial fraud or identity theft and that (1) is an actual, documented, and unreimbursed monetary loss; (2) is more likely than not caused by the Data Security Incident; (3) occurred during the period from February 2023, through and including the end of the applicable claims period; and (4) is not already covered as an “Ordinary Loss” as described below. In order to receive compensation for Extraordinary Losses, the Settlement Class Member must also provide documentation that he or she made reasonable efforts to avoid, or seek reimbursement for, the losses, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.

1.18 “Final” means the occurrence of all of the following events: (i) the settlement pursuant to this Class Settlement Agreement is approved by the Court; (ii) the Court has entered a Final Approval Order and Judgment (as those terms are defined herein); and (iii) 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 have been affirmed in their 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 above, any order modifying or reversing any attorneys' fees award or Service Award made in this case shall not affect whether the Judgment is "Final" as defined herein or any other aspect of the Judgment.

1.19 "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 Class Settlement Agreement and the proposed settlement of the Litigation.

1.20 "Final Approval Order" means the Court's Final Approval Order, which, among other things, approves this Class Settlement Agreement and the settlement as fair, adequate, and reasonable, enters the Judgment, dismisses the Litigation with prejudice once all settlement proceeds have been paid and confirmation thereof has been provided to the Court, and confirms the final certification of the Settlement Class.

1.21 "Funding Date" means the date, which is no later than thirty (30) days after the later of the Effective Date or the date which the Claims Administrator provides OAKLAND with the Payment Instructions.

1.22 "Judgment" means a final judgment ordering and affirming the release set forth in Paragraph 8 of this Class Settlement Agreement of the Released Claims against the Released Parties and the dismissal of the Litigation with prejudice.

1.23 "Lead Class Counsel" means: Scott Edward Cole of COLE & VAN NOTE.

1.24 "Litigation" means: the *Gonzalez Action* and the *Harrison Action*, collectively. The

Harrison Action shall be voluntarily dismissed without prejudice, as set forth in Paragraph 3.1 of this Class Settlement Agreement.

1.25 "Long Notice" means the long form notice of the settlement to be posted on the Settlement Website.

1.26 "Notice Deadline" means the date by which the Claims Administrator transmits the E-Mail Notice to Settlement Class Members for whom e-mail addresses are available, or sends the Summary Notice on a postcard via First Class U.S. Mail, postage pre-paid, to the Settlement Class Members for whom e-mail addresses are not available, as set forth in Paragraph 4.2.1.

1.27 "Notice Program" means the notice program described in Paragraph 4.

1.28 "OAKLAND" means Defendant City of Oakland

1.29 "Objection Deadline" means the date by which a Settlement Class Member must mail their objection to this Class Settlement Agreement for that objection to be effective. The postmark date shall constitute evidence of mailing for this purpose. The Objection Deadline shall be sixty (60) days after the Notice Deadline.

1.30 "Opt-Out" means a Settlement Class Member (i) who timely submits a properly completed and executed Request for Exclusion; (ii) who does not rescind that Request for Exclusion before the Opt-Out Deadline; and (iii) as to whom there is not a successful challenge to the Request for Exclusion.

1.31 "Opt-Out Deadline" means the date by which a Settlement Class Member must mail their Request for Exclusion in order for it to be effective. The postmark date shall constitute evidence of the date of mailing for this purpose. The Opt-Out Deadline shall be sixty (60) days after the Notice Deadline.

1.32 “Ordinary Losses” means the following types of expenses actually incurred that are fairly traceable to the Data Security Incident, not to exceed three hundred and fifty dollars (\$350.00) per Settlement Class Member: (a) unreimbursed payment card fees or unreimbursed bank fees, including unreimbursed card reissuance fees, unreimbursed overdraft fees, unreimbursed charges related to unavailability of funds, unreimbursed late fees, unreimbursed over-limit fees and unreimbursed fees relating to an account being frozen or otherwise unavailable due to the Data Security Incident; (b) unreimbursed cell, internet or text charges (only if charged by the minute, based on amount of data used, or based on amount of texts, respectively); (c) unreimbursed costs or charges for obtaining credit reports, credit freezes, or credit monitoring or identity theft protection services (up to three years of coverage) incurred on or after February 2023 through the date of the Settlement Class Member’s claim submission during the Claims Period; (d) *up to 3 hours of lost time*, at \$25/hour for time spent dealing with the Data Security Incident (upon an attestation that they spent the claimed time responding to issues raised by the Data Security Incident); (e) other unreimbursed costs associated with fraud or identity theft, including attorneys’ fees and accountant fees; and (f) postage costs.

1.33 “Payment Instructions” means: (a) written directions from the Claims Administrator for the payment of any amount, which shall specify: (i) as for any wire transfer payment, the routing, account number, bank name and address and any other pertinent details required for the transfer; and (ii) as for any check payment, the payee of the check; and (b) a W-9 form for the Escrow Account. The Payment Instructions shall be confirmed by the Claims Administrator and must be approved by Settlement Class Counsel in writing.

1.34 “Police Officer Settlement Class Member” means any Settlement Class Member (as defined below) who, as of the time of his/her/their notification of the Data Security Incident on

or about March 4, 2023, had ever worked as a Police Officer for the City of Oakland, California.

1.35 “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.

1.36 “Personal Information” means information that may have been exposed, compromised, or accessed during the Data Security Incident, including names, dates of birth, US Alien Registration Number, Social Security Number, driver’s license, state identification number, and/or financial account information.

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

1.38 “Released Claims” shall collectively mean any and all past, present, and future claims and causes of action including, but not limited to, any causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality, including 15 U.S.C. §§ 45 *et seq.*, and all similar statutes in effect in any states in the United States; violations of any California and similar state consumer protection statutes including but not limited to the Information Practices Act of 1977 (Cal. Civ. Code § 1798); negligence; breach of express and/or implied contract; breach of fiduciary duty; breach of implied covenant of good faith and fair dealing; invasion of privacy; fraud and/or misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute

or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys' fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver, whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal or equitable relief that either has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Parties based on, relating to, concerning or arising out of the Data Security Incident or the allegations, transactions, occurrences, facts, or circumstances alleged in or otherwise described in the Litigation. Released Claims shall not include the right of any Settlement Class Member, Settlement Class Counsel, Lead Class Counsel or any of the Released Parties to enforce the terms of the settlement contained in this Class Settlement Agreement, and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class.

1.39 "Released Parties" means (i) OAKLAND; and (ii) and its past or present owners, parents, subsidiaries, divisions, and related or affiliated entities of any nature whatsoever, whether direct or indirect, and each of their respective predecessors, successors, directors, officers, members, shareholders, employees, servants, representatives, principals, agents, advisors, consultants, vendors, partners, contractors, attorneys, insurers, reinsurers, subrogees, and includes, without limitation, any Person related to any such entities who is, was or could have been named as a defendant in the Litigation, other than any individual other than OAKLAND who is found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Security Incident or who pleads *nolo*

contendere to any such charge. The Settling Parties expressly acknowledge that all Released Parties are intended beneficiaries of this Class Settlement Agreement.

1.40 “Representative Plaintiffs” means Plaintiffs Hada Gonzalez, David Martinez, Ira Bradford, Tim De Lavega, and Khaliq Harrison.

1.41 “Request for Exclusion” means a fully completed and properly executed written request that is timely delivered to the Claims Administrator by a Settlement Class Member under Paragraph 5 of this Class Settlement Agreement and is postmarked 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 must: (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) state unequivocally 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.

1.42 “Service Award(s)” means such funds as may be awarded by the Court to the Representative Plaintiffs for their service as Representative Plaintiffs, in an amount not to exceed two thousand dollars (\$2,000) per Plaintiff.

1.43 “Settlement Claim” means a valid claim for settlement benefits made under the terms of this Class Settlement Agreement.

1.44 “Settlement Class” means all individuals within the United States (1) whose Personal Information was stored, possessed or controlled by OAKLAND and (2) who were

notified by OAKLAND of the Data Security Incident. OAKLAND estimates that this number of individuals is 15,380 persons. Excluded from the Settlement Class is any judge presiding over the Litigation and any members of their first-degree relatives, judicial staff, persons who timely and validly request exclusion from the Settlement Class, and the following City of Oakland personnel: the Mayor, Councilmembers, City Attorney, and those Oakland City Attorney's Office personnel who have already released any claims arising from the Data Security Incident.

1.45 "Settlement Class Member(s)" means a member(s) of the Settlement Class.

1.46 "Settling Parties" means, collectively, OAKLAND and Representative Plaintiffs, individually and on behalf of the Settlement Class.

1.47 "Summary Notice" means the notice given by the Claims Administrator via postcard to Settlement Class Members for whom e-mail addresses are not available.

1.48 "Settlement Website" means the website described in Paragraph 4.2.2.

1.49 "Unauthorized Activity Period" means the time from and including February 2023 through and including the Claims Filing Deadline.

1.50 "Unknown Claims" means any of the Released Claims that any Settlement Class Member, including each Representative Plaintiff, does not know or suspect to exist in his or her favor at the time of the release of the Released Parties that, if known by him or her, might have affected his or her settlement with, and release of, the Released Parties, or might have affected his or her decision to participate in this Class Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, the Representative Plaintiffs expressly shall have, and each of the other Settlement Class Members (subject to the limitations below) 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, 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.

Settlement Class Members, including Representative Plaintiffs, may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Released Claims, but Representative Plaintiffs expressly shall have, and each other Settlement Class Member 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.

Settlement Class Members other than Representative Plaintiffs shall be deemed to have released any and all Released Claims, including Unknown Claims, and waived the provisions, rights, and benefits conferred by California Civil Code § 1542 only for claims that were and/or could have been brought in the Actions and/or claims arising out of the Data Security Incident that is the subject of this litigation.

Despite the foregoing, Police Officer Settlement Class Members shall not be deemed to have released their rights pursuant to Cal. Pen. Code § 832.9(a). This provision is a material term of this settlement.

1.51 All time periods described in terms of “days” shall be in calendar days unless otherwise expressly stated.

2. SETTLEMENT CONSIDERATION

2.1 In consideration for the releases contained in this Class Settlement 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, OAKLAND will perform all the following:

2.2 OAKLAND will forward payments to the Claims Administrator or Lead Class Counsel as follows: (a) no later than the Funding Date, OAKLAND will pay to the Claims Administrator the Administrative Costs. Such Administrative Costs shall be paid by OAKLAND separate and in addition to the total amount of Approved Claims, (b) no later than the Funding Date, OAKLAND will pay to the Claims Administrator for deposit into the Escrow Account the total amount of the Approved Claims, and (c) no later than the Funding Date, OAKLAND will separately pay to Lead Class Counsel the Attorneys' Fees and Expenses Award and the Service Award as provided in Paragraph 9. The Attorneys' Fees and Expenses Award and the Service Award were negotiated separately and only after from any amounts to be paid to Settlement Class Members.

2.3 *Police Officer Settlement Class Members:* Each Settlement Class Member who, at any time prior to his/her/their notification of the Data Security Incident on or about March 4, 2023 worked as a sworn Police Officer for OAKLAND (the "Police Officer Settlement Class Members") will be awarded a cash payment of \$175.00 and will be paid regardless of whether the claimant experienced any fraudulent or unauthorized activity, any identifiable losses, or any identity theft as a result of the Data Security Incident. No claims process will be required for Police Officer Settlement Class Members to receive this award.

2.4 *All Settlement Class Members:* Each Settlement Class Member (including Police Officer Settlement Class Members) who submits an Approved Claim (i.e., for any of the settlement benefits described below) may be eligible for one cash payment (and credit monitoring, if validly claimed). If more than one Settlement Claim is submitted, the largest Settlement Claim submitted

will be approved and processed, and the remaining Settlement Claims will be denied as duplicative. Settlement Class Members (including Police Officer Settlement Class Members) may make a Settlement Claim for: (i) credit monitoring services, as described further in ¶ 2.4.1; (ii) an award for Ordinary Losses; and (iii) an award for Extraordinary Losses. For Police Officer Settlement Class Members, these Settlement Claims are in addition to, and shall not dilute, the cash payment of \$175.00 provided in paragraph 2.3.

2.4.1 Credit Monitoring. Every Settlement Class Member who submits an Approved Claim is eligible to receive 36 months of free three-bureau credit monitoring provided by the City.

2.4.2 Ordinary Losses. A Settlement Class Member who incurred unreimbursed Ordinary Losses as a result of the Data Security Incident and submits an Approved Claim may be eligible to receive an Award consisting of reimbursement of up to \$350.00. Any Settlement Claim for Ordinary Losses (except for lost time researching and/or responding to the Data Security Incident, which shall be recoverable upon an attestation only) must be documented and said supporting documentation must be included with any Settlement Claim submitted to the Claims Administrator. The Award for any Ordinary Losses shall be in an amount no greater than the amount evidenced by the supporting documentation and shall be at the sole discretion (to be exercised reasonably) of the Claims Administrator. Such losses include those incurred as a result of the Data Incident such as unreimbursed bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel, fees for identity protection expenses, such as credit reports, credit monitoring, or other identity theft insurance products purchased after their notification of the Data Security Incident. For lost time claims, (1) at least one full hour must have

been spent dealing with the Data Security Incident, and (2) any Settlement Class Member seeking such an award must attest that any claimed lost time was spent responding to issues raised by the Data Security Incident.

2.4.3 *Extraordinary Losses.* Settlement Class Members are also eligible to receive reimbursement for documented Extraordinary Losses, not to exceed ten thousand dollars (\$10,000.00) per Settlement Class Member.

2.5 Settlement Class Members seeking to submit a Settlement Claim under this Agreement (other than Police Officer Settlement Class Members' \$175.00 cash payment) must complete and submit a written Claim Form to the Claims Administrator, postmarked on or before the Claims Filing Deadline. The Claim Form must: (a) be signed by the Settlement Class Member with a statement under penalty of perjury that his or her claim is true and correct to the best of his or her belief; and (b) provide appropriate documentation and information where required by the Claim Form. Failure to provide supporting documentation as required or as requested on the Claim Form or by the Claims Administrator shall result in denial of the claim.

3 PRELIMINARY SETTLEMENT APPROVAL AND FINAL APPROVAL

3.1 As soon as practicable after full execution of this agreement, and within no more than 20 days, Lead Class Counsel shall file a motion seeking entry of a Preliminary Approval Order ("Motion for Preliminary Approval"). A proposed Preliminary Approval Order shall be submitted with the Motion for Preliminary Approval. The Motion for Preliminary Approval shall request that the Court, *inter alia*:

- a) Stay all proceedings in the Litigation other than those related to approval of the Class Settlement Agreement;
- b) Stay and/or enjoin, pending Final Approval of the Class Settlement Agreement,

any actions brought by Settlement Class Members concerning the Released Claims;

- c) Dismiss the *Harrison Action*, and join Plaintiff Harrison into the operative Gonzales Complaint;
- d) Preliminarily certify the Settlement Class for settlement purposes only;
- e) Preliminarily approve the terms of the Class Settlement Agreement as fair, adequate, and reasonable;
- f) Appoint Representative Plaintiffs as the Settlement Class representatives for settlement purposes only;
- g) Appoint Settlement Class Counsel as counsel for the Settlement Class for settlement purposes only;
- h) Approve the Notice Program, as set forth in Paragraph 4 herein and set the dates for the Claims Filing Deadline, Opt-Out Deadline, and Objection Deadline;
- i) Approve the form and contents of the E-mail Notice, the Summary Notice, and the Long Notice to be posted on the Settlement Website;
- j) Approve the Claim Form;
- k) Appoint the Claims Administrator;
- l) Set deadlines for a Motion for Final Approval and briefing in support of final approval by the Settling Parties; and
- m) Schedule the Final Approval Hearing on a date at least thirty (30) days after the Opt-Out-Deadline.

3.2 Lead Class Counsel and OAKLAND shall request that the Court hold a Final Approval Hearing after notice is completed and, at least thirty (30) days after the Opt-Out Deadline.

3.3 Lead Class Counsel and Representative Plaintiffs shall move for final approval on or before the deadline set by the Court.

3.4 The proposed Final Approval Order shall be filed with the Motion for Final Approval and shall, among other things:

- a) Determine the Class Settlement Agreement is fair, adequate, and reasonable;
- b) Finally certify the Settlement Class for settlement purposes only;
- c) Determine that the Notice Program satisfies Cal. Civ. Proc. Code § 382, *et seq.* and due process requirements;
- d) Dismiss all claims in the Litigation with prejudice (after exhaustion of all functions over which the Court must retain jurisdiction);
- e) Bar and enjoin any Settlement Class Members who did not timely opt out in accordance with the requirements of this Class Settlement Agreement from asserting any of the Released Claims; and
- f) Release and forever discharge OAKLAND and the Released Parties from the Released Claims, as provided for in this Class Settlement Agreement.

4 **NOTICE PROGRAM**

4.1 Within fourteen (14) days of entry of the Preliminary Approval Order, OAKLAND will provide the Claims Administrator with a list of Settlement Class Members which will include, to the extent available, the last-known name, City e-mail address (if applicable), and physical mailing address of each Settlement Class Member (“Settlement Class List”). The Claims

Administrator shall cause notice to be disseminated to the Settlement Class Members pursuant to the Preliminary Approval Order and the Notice Program as described below. The Claims Administrator must maintain the Settlement Class List in strict confidence and may not share the list with anyone other than OAKLAND. The Claims Administrator must enter into a confidentiality agreement and data security agreement as reasonably specified by OAKLAND.

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

4.2.1 Within fifteen (15) days after receiving the Settlement Class List from OAKLAND, the Claims Administrator shall electronically transmit the E-mail Notice to Settlement Class Members for whom e-mail addresses are available, and send the Summary Notice on a postcard via First Class U.S. Mail, postage pre-paid, to Settlement Class Members for whom e-mail addresses are not available (the “Notice Deadline”). Within twenty (20) days after sending such e-mail or mail, the Claims Administrator shall undertake reasonable efforts to confirm the e-mail address or physical mailing address, and to resend notice, for any Settlement Class Members for which the Claims Administrator receives an undeliverable e-mail message or returned mail from the U.S. Postal Service indicating that the initial e-mail or mailing was not delivered.

4.2.2 Within fifteen (15) days after receiving the Settlement Class List from OAKLAND, the Claims Administrator shall establish a dedicated Settlement Website that will inform Settlement Class Members of the terms of this Agreement, their rights, dates and deadlines and related information. The Settlement Website shall include, in .pdf format and available for download, the following: (i) the Long Notice, (ii) the Claim Form, (iii) the Preliminary Approval Order, (iv) this Agreement, (v) the operative complaint filed in the *Gonzalez Action*, (vi) Lead and Settlement Class Counsel’s Application for Attorney’s Fees and Expenses and Service Award for Representative Plaintiffs, and (vii) any other materials agreed upon by the Settling Parties and/or

required by the Court. The Claims Administrator shall maintain and update the website throughout the Claims Period. 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 thirty (30) days following the Effective Date, at which time the Claims Administrator shall terminate the Settlement Website..

4.3 The Notice Program shall be subject to approval by the Court as meeting the requirements of due process and Cal. Civ. Proc. Code § 382, *et seq.*

4.4 The Long Notice, Summary Notice, E-mail Notice, and Claim Form 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.

4.5 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 no later than sixty (60) days after the Notice Deadline or such other date set by the Court in the Preliminary Approval Order.

5.3 Within seven (7) 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. Lead Class Counsel may file these materials with the Court, with any Personal Information other than names and cities and states of residence redacted, no later than seven (7) days prior to the Final Approval Hearing.

5.4 In the event that within ten (10) days after the Opt-Out Deadline as approved by the Court, there have been more than 100 timely and valid Requests for Exclusion submitted, OAKLAND may, by notifying Lead Class Counsel and the Court in writing, void this Class Settlement Agreement. The City's notification that it desires to void the settlement pursuant to this section 5.4 must be submitted, in writing, to both Lead Class Counsel and to the Court within forty-five (45) days after the Opt-Out Deadline. If OAKLAND voids this Class Settlement Agreement pursuant to this paragraph, this Class Settlement Agreement shall be of no force or effect as provided for in paragraph 10.3.

5.5 All persons who opt out of the Settlement Class shall not receive any benefits of or be bound by the terms of this Class Settlement Agreement. All persons falling within the definition of the Settlement Class who do not opt out shall be bound by the terms of this Class Settlement Agreement and the Final Approval Order entered thereon.

6 OBJECTION PROCEDURES

6.1 Each Settlement Class Member who does not submit a valid and timely Request for Exclusion and desires to object to the Class Settlement Agreement shall file a written objection by the Objection Deadline. The Long Notice shall instruct Settlement Class Members who wish to object to the Agreement to file their written objections as required by this Paragraph 6. The Long Notice shall make clear that the Court can only approve or deny the Class Settlement Agreement and cannot change the terms. The Long Notice shall advise Settlement Class Members of the

Objection Deadline.

6.2 All notices of an objection to the Class Settlement Agreement must be in writing and must include all of the following: (i) the objector's full name, address, telephone number, and e-mail address (if any); (ii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class; (iii) a statement as to whether the objection applies only to the Settlement Class Member, to a specific subset of the Settlement Class, or to the entire class; (iv) a clear and detailed statement of the specific legal and factual bases for each and every objection, accompanied by any legal support for the objection the objector believes applicable; (v) the identity of any counsel representing the objector in connection with the objection; (vi) 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; (vii) a list of all persons who the objector requests, subject to Court approval, to be called to testify at the Final Approval Hearing in support of the objections, and any documents to be presented or considered; (viii) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (if any); and (ix) a list, by case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement within the last three (3) years.

6.3 To be timely, no later than the Objection Deadline, written notice of an objection in the appropriate form must be filed with the Clerk of the Court of the Superior Court of the State of California, for the County of Alameda and served and postmarked concurrently therewith upon Lead Class Counsel and counsel for OAKLAND, as detailed in Paragraph 11.12.

6.4 Except upon a showing of good cause, any Settlement Class Member who fails to substantially comply with the requirements in this Paragraph 6 for objecting shall waive and forfeit

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

7 CLAIMS ADMINISTRATION

7.1 The Claims Administrator shall administer and calculate the Settlement Claims submitted by Settlement Class Members pursuant to Paragraph 2. All Settlement Claims must be submitted on or before the Claims Filing Deadline to be deemed timely. The determination by the Claims Administrator of the validity or invalidity of all Settlement Claims shall be binding. The Claims Administrator shall periodically provide Lead Class Counsel and OAKLAND counsel with reports as to both settlement claims and distribution, and they shall have the right to obtain, and review supporting documentation and challenge such reports if they believe them to be inaccurate or inadequate.

7.2 For each Settlement Claim submitted and received, the Claims Administrator, in its sole discretion (to be reasonably exercised), will determine whether: (1) the claimant is a Settlement Class Member; and, if applicable, (2) the claimant has provided all information required to complete the Claim Form by the Claims Filing Deadline, including but not limited to information required under Paragraph 2. The Claims Administrator may, at any time, request from the claimant, in writing, additional information as the Claims Administrator may reasonably require in order to adequately evaluate the Settlement Claim. All information provided to the Claims Administrator will be deemed confidential by the Claims Administrator.

7.3 The Claims Administrator shall determine whether a claimant's Claim Form, along with supporting materials, are sufficient to support a claim. If the Claims Administrator should

receive an incomplete Claim Form or a Claim Form with insufficient documentation to determine whether the claimant is a Settlement Class Member, if applicable, the Claims Administrator shall request additional information and give the claimant fifteen (15) days to cure any defect(s) before rejecting a Settlement Claim. The Claims Administrator shall make requests for additional information within fifteen (15) days after the Claims Filing Deadline. If a Settlement Class Member fails to correct all deficiencies within fifteen (15) days from receiving a request for additional information, the Claims Administrator shall deny the claimant's settlement claim and the claimant will not be entitled to an Award but will in all respects remain subject to, and bound by, the provisions of this Class Settlement Agreement including but not limited to the releases contained herein and the Judgment.

7.4 After receiving additional information, the Claims Administrator shall have thirty (30) days to accept or reject each Settlement Claim. If, after review of the Settlement Claim and all documentation submitted by the claimant, the Claims Administrator determines that such a Settlement Claim is valid, then the Settlement Claim shall be paid within the time period provided in this Paragraph 7. If the Settlement Claim remains invalid as may be determined in the Claims Administrator's sole discretion (to be reasonably exercised), then the Claims Administrator shall reject the Settlement Claim without any further action apart from providing a notice of rejection of the settlement claim.

7.5 No Person shall have any claim against the Claims Administrator, OAKLAND, the Released Parties, or their counsel, Lead Class Counsel, Settlement Class Counsel, and/or the Representative Plaintiffs based on distribution of Awards to Settlement Class Members.

7.6 The Claims Administrator shall agree to hold monies paid by OAKLAND for the Approved Claims funds in an Escrow Account, and administer such account and funds, subject to

the continuing jurisdiction of the Court. Except for funding the payment of Approved Claims and paying for the Administrative Costs, OAKLAND shall not have any other financial obligation under the Class Settlement Agreement. In addition, under no circumstances will OAKLAND have any liability for taxes or tax expenses under this Class Settlement Agreement.

7.7 The Claims Administrator will send payment for Approved Claims within the later of sixty (60) days after the Effective Date or thirty (30) days after all disputed claims have been resolved. Award checks (electronic and paper) shall be valid for a period of one hundred and eighty (180) days from issuance, and shall state, in words or substance that the check must be cashed within one hundred eighty (180) days, after which time it will become void. In the event a settlement check becomes void, the Settlement Class Member to whom that settlement 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 Escrow Account or to any further recourse against the Released Parties, and the Agreement and Release will in all other respects be fully enforceable against the Settlement Class Member. No later than one hundred ninety (190) days from the issuance of the Award checks, the Claims Administrator shall take all steps necessary to stop payment on any Award checks that remain uncashed.

7.8 If there is any balance remaining in the Escrow Account ten (10) days after the Claims Administrator completes the process for stopping payment on any Award checks that remain uncashed, there will be a reversion of the Settlement Fund to OAKLAND (as permitted by Cal. Civ. Proc. Code § 384(c) and Cal. Gov't Code §811.2) paid by the Settlement Administrator ten (10) calendar days after the period to deposit all Settlement Share checks has passed and shall be issued in the manner directed by Defendant's Counsel.

7.9 All Settlement Class Members who fail to timely submit a Settlement Claim

hereunder within the time frames set forth herein, or such other period as may be ordered by the Court, shall be forever barred from receiving an Award pursuant to this Agreement, but will in all other respects be subject to, and bound by, the provisions of this Agreement, the Releases contained herein and the Final Approval Order.

8 RELEASES

8.1 Upon the Effective Date, each Settlement Class Member that has not validly opted-out of this Class Settlement Agreement in accordance with paragraph 5, including Representative Plaintiffs, whether or not they have received or will receive an Award, will be deemed by operation of this Class Settlement Agreement and by operation of the Final Approval Order to have forever fully, finally, completely, and unconditionally released, discharged, and acquitted OAKLAND and the Released Parties from any and all of the Released Claims, and will be deemed to have also released Unknown Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member that has not validly opted-out of this Class Settlement Agreement in accordance with paragraph 5, including each Representative Plaintiff, 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 Unknown Claims are asserted.

8.2 Upon entry of the Final Approval Order, each Settlement Class Member that has not validly opted-out of this Class Settlement Agreement in accordance with paragraph 5, including each Representative Plaintiff, shall be barred from initiating, asserting, or prosecuting against OAKLAND and any Released Parties any claims that are released by operation of the Class Settlement Agreement and the Final Approval Order.

9 **CLASS COUNSEL’S ATTORNEYS’ FEES AND EXPENSES AWARD; REPRESENTATIVE PLAINTIFFS’ SERVICE AWARD**

9.1 Lead Class Counsel may file a motion seeking reasonable attorneys’ fees and costs in an amount not to exceed five hundred twenty-eight thousand dollars (\$528,000). The entirety of the Attorneys’ Fees and Expenses Award shall be payable separately from the amount of the Approved Claims and Administrative Costs. OAKLAND agrees not to object to Lead Class Counsel’s request for an award of attorneys’ fees and costs unless Lead Class Counsel’s request exceeds the terms outlined in this Agreement. This was negotiated separately from the payments to Settlement Class Members and all other terms. Representative Plaintiffs’ Counsel believe this represents a reasonable award given the time and resources Representative Plaintiffs’ Counsel has dedicated to this case. This award will not affect the amount any Settlement Class Member will receive.

9.2 Lead Class Counsel may also request from the Court a Service Award for the Representative Plaintiffs in the amount of up to two thousand dollars (\$2,000.00) apiece, to be paid separately from the payment of Approved Claims. OAKLAND agrees not to object to Representative Plaintiffs’ request for Service Award payments, unless Representative Plaintiffs’ request exceeds the terms outlined in this Agreement.

9.3 No later than the Funding Date, OAKLAND shall remit by wire transfer or check the Attorneys’ Fees and Expenses Award to an account or address designated by Lead Class Counsel. No later than the Funding Date, OAKLAND shall send a check made out to Representative Plaintiffs in the amount approved by the Court for their respective Service Award to Representative Plaintiffs’ Counsel, provided however, that OAKLAND shall not be required to remit the Service Award unless and until Representative Plaintiffs’ Counsel has first provided to

OAKLAND in writing Representative Plaintiffs' Counsel's W-9 form, and Representative Plaintiffs' respective W-9 forms, full Social Security Numbers, dates of birth, and genders.

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

9.5 OAKLAND shall not be liable for any additional attorneys' fees and expenses of Settlement Class Counsel and/or Lead Class Counsel in the Litigation.

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

10.1 OAKLAND's willingness to settle this Litigation on a class-action basis and to agree to the accompanying certification of the Settlement Class for settlement purposes only is dependent on achieving finality in this Litigation and the desire to avoid the expense of this and other litigation. Consequently, OAKLAND has the right to terminate this Class Settlement Agreement, declare it null and void, and have no further obligations under this Class Settlement Agreement to the Representative Plaintiffs, the Settlement Class, or Lead and/or Settlement Class Counsel, unless each of the following conditions occur:

- a) The Court has entered a Preliminary Approval Order;
- b) The Court has entered a Final Approval Order;
- c) OAKLAND has not exercised its option to terminate the Class Settlement Agreement pursuant to paragraph 5.4; and
- d) The Effective Date has occurred.

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

10.3 In the event that the Class Settlement Agreement is not approved by the Court or the Class Settlement Agreement is terminated in accordance with its terms: (a) the Settling Parties shall be restored to their respective positions in the Litigation that existed prior to agreement to this Class Settlement Agreement 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; (b) the terms and provisions of the Class Settlement 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 Class Settlement Agreement, including certification of the Settlement Class for settlement purposes only, shall be treated as vacated, *nunc pro tunc*; and (c) any amounts in the Escrow Account not due and payable to the Claims Administrator shall be returned to OAKLAND. No order of the Court or modification or reversal or appeal of any order of the Court concerning the amount(s) of any Attorneys' Fees and Expenses Award to Lead and Settlement Class Counsel or the Service Awards to Representative Plaintiffs shall constitute grounds for cancellation or termination of the Class Settlement Agreement.

10.4 For the avoidance of doubt, OAKLAND conditionally agrees and consents to certification of the Settlement Class for settlement purposes only, and within the context of the Class Settlement Agreement only. If the Class Settlement Agreement, for any reason, is not fully approved or is otherwise terminated, OAKLAND reserves its right to assert any and all objections

and defenses to certification of a class, and neither the Class Settlement Agreement nor any Order or other action relating to the Class Settlement Agreement shall be offered by any Person as evidence or in support of a motion to certify a class for a purpose other than settlement.

11 MISCELLANEOUS PROVISIONS

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

11.2 The Parties intend this Class Settlement 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 Class Settlement Agreement compromises claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the settlement 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.

11.3 Neither the Class Settlement Agreement nor any act performed or document executed pursuant to or in furtherance of the Class Settlement Agreement: (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim or of any wrongdoing or liability of any of the Released Parties; or (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the

Released Parties, in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. Any of the Released Parties may file the Class Settlement 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.

11.4 The Class Settlement 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.

11.5 The Class Settlement Agreement contains the entire agreement between the Settling Parties and supersedes all prior agreements or understandings between them. The terms of the Class Settlement Agreement shall be construed as if drafted jointly by all Settling Parties to this Class Settlement Agreement. The terms of the Class Settlement Agreement shall be binding upon each of the Settling Parties to this Class Settlement Agreement, 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.

11.6 Released Parties shall not be liable for any additional attorneys' fees, costs or expenses of any Settlement Class Members' counsel, including any potential objectors or counsel representing a Settlement Class Member individually, other than what is expressly provided for in this Class Settlement Agreement. Lead Class Counsel and Settlement Class Counsel agree to hold Released Parties harmless from any claim regarding the division of any award of attorneys' fees and expenses to Lead Class Counsel and Settlement Class Counsel, and any claim that the term "Settlement Class Counsel" and/or "Lead Class Counsel" fail(s) to include any counsel, Person, or firm who claims that they are entitled to a share of any attorneys' fees awarded to Lead Class

Counsel and Settlement Class Counsel in this lawsuit.

11.7 The Class Settlement 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 parties to the Class Settlement 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.

11.8 The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Class Settlement Agreement and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Class Settlement 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 Class Settlement Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Class Settlement 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.

11.9 The individuals signing this Class Settlement Agreement on behalf of OAKLAND represent that they are fully authorized by OAKLAND to enter into, and to execute, this Class Settlement Agreement on its behalf. Representative Plaintiffs' Counsel represent that they are fully authorized to conduct settlement negotiations with counsel for OAKLAND on behalf of Representative Plaintiffs, and to enter into, and to execute, this Class Settlement Agreement on behalf of Representative Plaintiffs and the Settlement Class, subject to Court approval.

11.10 None of the Settling Parties to this Class Settlement Agreement shall be considered

to be the primary drafter of this Class Settlement 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.

11.11 The Settling Parties agree that this Class Settlement Agreement, and the Judgment following final approval of the Class Settlement Agreement, 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.

11.12 All notices or formal communications under this Class Settlement Agreement shall be in writing and shall be given (i) by registered or certified mail, return receipt requested, postage pre-paid; or (ii) 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:

For the Representative Plaintiffs and the Settlement Class:

Scott Edward Cole, Esq.
COLE & VAN NOTE
555 12th Street, Suite 2100
Oakland, California 94607
Telephone: (510) 891-9800
sec@colevannote.com

Joseph R. Lucia, Esq.
RAINS LUCIA STERN
ST. PHALLE & SILVER, P.C.
2300 Contra Costa Boulevard, Suite 500
Pleasant Hill, California 94523
Telephone: (925) 609-1699
JLucia@RLSLawyers.com

For City of Oakland:

Casie D. Collignon, Esq.
BAKER & HOSTETLER LLP
1801 California Street, Suite 4400
Denver, Colorado 80202
Telephone: (303) 861-0600
ccollignon@bakerlaw.com

Matt Pearson, Esq.
BAKER & HOSTETLER LLP
600 Anton Blvd., Suite 900
Costa Mesa, CA 92626
Telephone: (714) 966-8882
mpearson@bakerlaw.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.

11.13 Lead Class Counsel, Settlement Class Counsel, Representative Plaintiffs, OAKLAND, and OAKLAND’s counsel may execute this Class Settlement 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 Class Settlement Agreement shall not be deemed executed until signed by both Representative Plaintiffs and OAKLAND.

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: September ____, 2024

Hada, Gonzalez, Representative Plaintiff

Dated: September ____, 2024

David Martinez, Representative Plaintiff

Dated: September ____, 2024

Ira Bradford, Representative Plaintiff

Dated: September ____, 2024

Tim De Lavega, Representative Plaintiff

Dated: September ____, 2024

Khaliq Harrison, Representative Plaintiff

Dated: September ____, 2024

City of Oakland, Defendant

By: _____

Its: _____

APPROVED AS TO FORM

Dated: September ____, 2024

Scott Edward Cole, Esq.
COLE & VAN NOTE
555 12th Street, Suite 2100
Oakland, California 94607
Telephone: (510) 891-9800
sec@colevannote.com

Attorneys for Representative Plaintiffs

Dated: September ____, 2024

Joseph R. Lucia, Esq.
RAINS LUCIA STERN ST. PHALLE &
SILVER, P.C.
2300 Contra Costa Boulevard, Suite 500
Pleasant Hill, California 94523
Telephone: (925) 609-1699
JLucia@RLSLawyers.com

Attorneys for Representative Plaintiffs

Dated: September ____, 2024

Shounak S. Dharap, Esq.
ARNS DAVIS LAW
515 Folsom St., 3rd Floor
San Francisco, CA 94109
Telephone: (415) 495-7800

Attorneys for Plaintiff Khaliq Harrison

Dated: September ____, 2024

Matt Pearson, Esq.
BAKER & HOSTETLER LLP
600 Anton Blvd., Suite 900
Costa Mesa, CA 92626-7221
Telephone: (714) 966-8882
mpearson@bakerlaw.com

Attorneys for Defendant City of Oakland