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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

14
15 JOHN DOE, on behalf of himself and all others
16 similarly situated and for the benefit of the
17 general public,

17 Plaintiff,

18 v.

19 CALIFORNIA DEPARTMENT OF PUBLIC
20 HEALTH, *et al.*,

21 Defendants.

Case No. 20STCV32364

*[Assigned to the Hon. Lawrence P. Riff in
Dept. 7 of Spring Street Courthouse]*

**EXECUTED AMENDED SETTLEMENT
AGREEMENT AND EXHIBITS**

Continued Preliminary Approval Hearing:
May 19, 2023

Time: 8:30 a.m.

COMPLAINT FILED: August 25, 2020

AMENDED SETTLEMENT AGREEMENT

This Amended Settlement Agreement is made and entered into between Plaintiff John Doe, individually and on behalf of the Settlement Class defined below (collectively, “Plaintiff”), on the one hand, and Thrive Tribe Foundation (“Thrive Tribe”), Good Health Inc. d/b/a Premier Pharmacy Services (“Premier”), Evolve Healthcare, Inc. (“Evolve”), Gary “Julian” Goldstein (“Goldstein”), and the California Department of Public Health and Tomás J. Aragón, M.D., Dr. P.H. in his capacity as the Director of the California Department of Public Health (collectively “CDPH”), on the other hand (Thrive Tribe, Premier, Evolve, Goldstein, and CDPH are referred to collectively as “Defendants”). Plaintiff and Defendants are collectively referred to herein as the “Parties.”

RECITALS

A. On August 25, 2020, Plaintiff John Doe filed a complaint captioned *John Doe v. California Department of Public Health et al.*, Los Angeles County Superior Court Case No. 20STCV32364 (“*Doe Action*”), represented by Whatley Kallas LLP and attorneys for Consumer Watchdog (“Co-Lead Class Counsel”). Co-Lead Class Counsel filed the operative Amended Complaint on October 6, 2022 (“Amended Complaint”).

B. The Amended Complaint alleges that Plaintiff’s and Settlement Class Members’ Protected Health Information and/or Confidential HIV-related Information, as well as other confidential personal information, was disclosed in connection with interactions between representatives of Thrive Tribe, Evolve, Goldstein, Adherence Project¹ and Premier (the “Incident”). The *Doe Action* Amended Complaint further alleges that these entities and persons, along with CDPH, were responsible under California law for all harm caused by the alleged disclosure, including claims for invasion of privacy, negligence, and violations of the Unfair Competition Law. Plaintiff also asserted California statutory-based claims under, *inter alia*, the Information Practices Act of 1977, the AIDS Public Health Records Confidentiality Act, and the Confidentiality of Medical Information Act.

C. Prior to filing the *Doe Action*, Plaintiff’s counsel received a significant number of documents regarding the Incident from CDPH in response to two Public Records Act (“PRA”) requests. In addition to the PRA requests, Co-Lead Class Counsel conducted an independent factual and legal investigation underlying the *Doe Action*, including extensive interviews of witnesses. As a result, both prior to and during the mediation process, Co-Lead Class Counsel received and reviewed significant information sufficient to ensure that any potential settlement would be informed by relevant discovery and based on an adequate factual record. Co-

¹ Adherence Project, which was named in the initial Complaint as a defendant, is a non-profit entity that has confirmed under penalty of perjury that it is not in possession of any of the data in question and does not have any assets or insurance. Adherence Project has been dismissed as a defendant.

Lead Class Counsel and Defendants negotiated a HIPAA qualified protective order, which was entered by the Court on June 7, 2021, and amended on October 25, 2021.

D. Co-Lead Counsel and Defendants participated in an initial mediation held on December 17, 2020 with U.S. Chief Magistrate Judge Jan Adler (ret.) of Judicate West in San Diego, California. After a full day of mediation Co-Lead Counsel and Defendants at various times participated in on-going and exhaustive settlement discussions.

E. Co-Lead Class Counsel and Defendants participated directly and indirectly in a second mediation held on May 23, 2022 with Ralph Williams of ADR Services in Los Angeles, California. After a full day of mediation, and several follow-up discussions, Co-Lead Class Counsel and Defendants reached an agreement in principle to the terms of a resolution of the claims asserted in the *Doe Action* as set forth more fully herein.

F. In entering into this Settlement, these Defendants do not admit that they are liable to Plaintiff and the Settlement Class Members for the claims, damages, financial harm, non-financial harm, causes of action, costs, expenses, and attorneys' fees alleged in the Complaint or Amended Complaint and/or related in any way to the facts and circumstances detailed therein. Defendants deny all allegations by Plaintiff including that they possess the data at issue, and further state that they would assert substantial legal and factual defenses against Plaintiff's claims if they were litigated to conclusion. Nonetheless, Defendants concluded, in light of the costs, risks, and burden of litigation, that this Settlement Agreement is appropriate.

G. Plaintiff John Doe, through his counsel, represents that he has made a thorough and independent investigation of the facts and law relating to the allegations in the Complaint and the Amended Complaint, which includes, without limitation: (1) interviews by Co-Lead Class Counsel of Plaintiff and several Settlement Class Members and other individuals with first-hand knowledge of the Incident; (2) the review and analysis by Co-Lead Class Counsel of the documents, data, and information produced by CDPH and witnesses; and (3) extensive factual investigation and legal research by Co-Lead Class Counsel with respect to the asserted claims and defenses. After careful consideration, both Plaintiff and Co-Lead Class Counsel represent that they have concluded that it is in the best interests of the Settlement Class to settle the Released Claims against the Released Parties for the consideration set forth in this Settlement Agreement, and that this Settlement Agreement is the result of arm's-length negotiations, including the mediation process overseen by Judge Adler and Mr. Williams. As a result of this process, Co-Lead Class Counsel represent that they have considered, among other things: (1) the complexity, expense and likely duration of this litigation if it was litigated through trial and appeals; (2) the stage of the litigation and amount of fact gathering completed; (3) Defendants' factual and legal arguments and defenses and the potential for Defendants to prevail on the merits with respect to class certification, liability, and/or damages; and (4) the range of possible recovery, and have determined that the proposed resolution as set forth in this Settlement Agreement is fair, reasonable and adequate, and in the best interests of Plaintiff and the Settlement Class, and support its approval by the Court.

H. The Parties desire to settle, compromise and resolve fully all Released Claims, and to seek the Court's review and approval of the Settlement Agreement, as required pursuant to Rule 3.769 of the California Rules of Court and Section 384 of the California Code of Civil Procedure.

I. The foregoing recitals are expressly incorporated into this Settlement Agreement and are a material part thereof, and in consideration of the agreements set forth in this Settlement Agreement, this class action litigation shall be settled and compromised under the terms and conditions as set forth in detail below.

SECTION 1 **DEFINITIONS**

1.1 The following terms used in this Settlement Agreement shall have the meanings ascribed to them below for purposes of this Settlement Agreement and all supporting documents:

A. "Amended Complaint" means Plaintiff's Amended Complaint filed on or about October 6, 2022 in the *Doe Action*.

B. "Attorneys' Fees and Costs" means the amount of attorneys' fees and costs to be paid to Co-Lead Class Counsel pursuant to Section 8 of the Settlement Agreement as approved by the Court.

C. "CDPH Mailing" shall mean the notice informing the Settlement Class of the Incident that was mailed out by CDPH in or about June 2020.

D. "Class List" shall mean the list provided by CDPH to the Settlement Administrator containing the names of all Settlement Class Members, along with their last known addresses obtained by CDPH and any other appropriate identifying information. The Class List will not be provided to any other Party and shall be kept confidential as required herein.

E. "Class Representative" or "Plaintiff" means Plaintiff John Doe.

F. "Class Representative Payment" means the amount to be paid to Plaintiff for his service as a class representative pursuant to Section 8 of the Settlement Agreement as approved by the Court.

G. "Co-Lead Class Counsel" means Gerald S. Flanagan and Daniel L. Sternberg of Consumer Watchdog and Alan M. Mansfield and Henry Quillen of Whatley Kallas LLP and lawyers for their respective firms and groups.

H. "Complaint" means Plaintiff's Complaint filed on August 25, 2020 in the *Doe Action*.

I. "Confidential HIV-related Information" means any information that concerns or could be used to infer that an individual has been the subject of an HIV-related test; has been diagnosed with or identified as having HIV, an HIV-related illness, or AIDS; has been treated with HIV-related medications; or any information that identifies or reasonably could

identify an individual as having one or more HIV- or AIDS-related conditions. This definition is without waiver or admission of any interpretation of applicable federal or state law.

J. “Court” means the Los Angeles County Superior Court.

K. “Defendants” collectively means Thrive Tribe, Premier, Evolve, Goldstein, and CDPH, who may also be referred to herein individually as a Defendant.

L. “Effective Date” means the first business day after which all of the following events have occurred: (a) the Parties hereto and their counsel have executed the Settlement Agreement; (b) the Court has entered the proposed Final Approval Order (as described and defined below) without material change to either the Settlement or the proposed Final Approval Order; and (c) either (i) the time for seeking rehearing, appellate, or other review of the Final Approval Order has expired with no appeal, motion for rehearing, or motion for further review being filed, except specifically as described further in this definition, or (ii) the date on which the Settlement is affirmed on appeal or review without material change, no other appeal or petition for rehearing or review is pending, and the time period during which further petition for hearing, review or appeal could be taken has finally expired.

M. “Final Approval Date” means the date that the Court enters an order and judgment granting final approval of the Settlement Agreement and determines the amount of all Attorneys’ Fees and Costs, the Class Representative Payment, and the amount of Settlement Administrator fees and costs in excess of the Settlement Administration Cap, if any. In the event that the Court issues separate orders addressing the foregoing matters, then Final Approval Date means the date of the last of such orders.

N. “Final Approval Hearing” means the hearing scheduled by the Court to consider the fairness, reasonableness and adequacy of this Settlement Agreement and the releases set forth herein, and to determine whether the Final Approval Order should be entered.

O. “Final Approval Order” means the order the Court enters upon final approval of the Settlement Agreement attached as Exhibit C. The Judgment is attached hereto as Exhibit D.

P. “HIPAA” means the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191, 110 Stat. 1936 (1996) (codified as amended in scattered sections of 42 U.S.C.) and the implementing regulations issued by the U.S. Department of Health and Human Services thereunder, and incorporates by reference the provisions of the Health Information Technology for Economic and Clinical Health Act (Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5 (2009)) pertaining to Protected Health Information.

Q. “Incident” means the alleged disclosures of Plaintiff’s and the Settlement Class Members’ Protected Health Information and/or Confidential HIV-related Information, as well as other confidential personal information, arising from or relating to the circumstances described in the Amended Complaint filed in the *Doe Action*.

R. “Motion for Preliminary Approval” is defined in Section 6.

S. “Net Settlement Fund” means the amount of money remaining in the Settlement Fund after it is reduced by Attorneys’ Fees and Costs as approved by the Court in its Final Approval Order, the Class Representative Payment as approved by the Court in its Final Approval Order, and any costs as approved by the Court that exceed the Settlement Administration Cap, if any.

T. “Notice of Settlement” means the Notice of Class Action Settlement in the form of Exhibit B attached hereto and approved by the Court in its Preliminary Approval Order, which is to be disseminated by the Settlement Administrator to the Settlement Class Members to provide notice of this Settlement.

U. “Opt Out” or “Opt Outs” mean any Settlement Class Member who timely and properly exercises their right to opt out and exclude themselves from the terms of this Settlement Agreement.

V. “Party” or “Parties” means Plaintiff, Thrive Tribe, Premier, Evolve, Goldstein, and CDPH.

W. “Preliminary Approval Order” means the Court’s Order in the form of Exhibit A that, among other things, preliminarily approves the Settlement Agreement, preliminarily certifies the Settlement Class, and orders CDPH to provide the Settlement Administrator with the Class List.

X. “Protected Health Information” or “PHI” means individually identifiable health information as defined in 45 C.F.R. § 160.103.

Y. “Released Claims” is defined in Section 7 below.

Z. “Released Parties” means CDPH, Premier, Evolve, Goldstein, and Thrive Tribe, and their officers, directors, employees, agents, volunteers, insurers, attorneys, heirs, and assigns. “Released Parties” does not include previously named defendant Adherence Project, or any other person or entity in their capacity as officers, directors, employees, agents, insurers, attorneys, heirs, and assigns of Adherence Project.

AA. “Settlement Administrator” means JND Legal Administration, who will be presented by the Parties to the Court for approval in the Preliminary Approval Order to perform all responsibilities assigned to the Settlement Administrator in this Settlement Agreement. The qualifications and experience of the Settlement Administrator are reflected in Exhibit G.

BB. “Settlement Administration Cap” refers to the payments to be made by CDPH to the Settlement Administrator under the terms of the Settlement Agreement, which amounts are not to exceed \$40,000. CDPH shall have no monetary liability under this Agreement in any amount, for any reason, above the Settlement Administration Cap, unless otherwise agreed by the Parties.

CC. “Settlement Agreement” or “Settlement” means this Amended Settlement Agreement and its Exhibits, which are incorporated herein, including any subsequent amendments and subsequent Exhibits that are agreed to by the Parties in writing and approved by the Court.

DD. “Settlement Class” or “Settlement Class Members” means all persons to whom the CDPH Mailing was mailed, provided, or sent for delivery, as identified on the Class List.

EE. “Settlement Fund” means the non-reversionary cash amount of \$1,600,000, which shall be the total amount from which all of the following will be paid: (1) the Settlement Payments to all Settlement Class Members; (2) Settlement administration fees and costs in excess of the Settlement Administration Cap as approved by the Court; (3) Attorneys’ Fees and Costs as approved by the Court and (4) the Class Representative Payment as approved by the Court.

FF. “Settlement Payment” means the automatic payments to Settlement Class Members who do not opt out of the Settlement. All Settlement Class Members who do not opt out shall receive an estimated payment in the amount of \$1,750, of which 50% shall be payment for all claims of negligence Settlement Class Member may have and 50% shall be payment for all claims for statutory damages Settlement Class Member may have under the laws set forth above. All Settlement Payments shall be drawn from the Net Settlement Fund. The Settlement Payment may be sent to Settlement Class Members in one or more payments over one or more tax years as may be recommended by the Settlement Administrator. The actual Settlement Payment that Settlement Class Members will receive depends on the number of Settlement Class Members that opt-out of the Settlement, the number of undeliverable Notices of Settlement, and whether there are additional administration costs that exceed the amount of the Settlement Administration Cap and that are approved by the Court. The final amount of the Settlement Payment may be lower or higher than the estimated payment set forth herein.

GG. “Settlement Website” means the website that will be established by the Settlement Administrator as set forth in this Settlement that will, *inter alia*, provide relevant documents related to the Settlement and relevant Settlement deadlines, information about the Settlement, including, without limitation, downloadable .pdf copies of the Complaint and Amended Complaint, this Settlement Agreement and its Exhibits, the Notice of Settlement, the Preliminary Approval Order, a list of Settlement deadlines set forth in the Preliminary Approval Order, the Final Approval Order, the Court’s final Judgment and Order when entered, and other case documents relevant to the Settlement, as well as a “Frequently Asked Questions” webpage. The Settlement Website shall be set up in a manner so as not reveal or request any PHI or Confidential HIV-related Information belonging to any person or members of the public. The Settlement Website URL is: www.ThriveTribeSettlement.com.

SECTION 2

BENEFITS FOR SETTLEMENT CLASS MEMBERS

2.1 (a) Monetary Consideration. In consideration of the Releases set forth in Section 7 below, Thrive Tribe, Evolve, Goldstein and Premier, or their respective insurance companies, shall collectively pay as further described in Section 4.1 below, the non-reversionary cash amount set

forth in Section 1.1, paragraph EE into the Settlement Fund, to be distributed as approved by the Court in its Final Approval Order and Exhibit E.

(b) Within ten (10) calendar days after (i) the Final Approval Date, (ii) receipt by Thrive Tribe, Premier, Evolve and Goldstein of wiring instructions on bank letterhead to a non-reversionary common fund escrow account at a bank selected by Co-Lead Class Counsel (which shall be established and maintained by the Settlement Administrator as a Qualified Settlement Fund for federal tax purposes pursuant to Treas. Reg. § 1.468B-1), and (iii) receipt by Thrive Tribe, Premier, Evolve and Goldstein of a W-9 from the Settlement Administrator, Thrive Tribe, Premier, Evolve and Goldstein, or their respective insurance companies, in amounts as agreed by each of them, shall collectively wire the total amount of \$1,600,000 into the Settlement Fund account. The Settlement Administrator shall be responsible for all administrative, accounting, and tax compliance activities in connection with the Settlement Fund, including any filings necessary to obtain status as a Qualified Settlement Fund pursuant to Treas. Reg. § 1.468B-1. Thrive Tribe, Premier, Evolve, Goldstein and Co-Lead Class Counsel shall provide to the Settlement Administrator any documentation necessary to facilitate obtaining Qualified Settlement Fund status.

(c) All Settlement Payments shall be drawn from the Net Settlement Fund. The Settlement Payment may be sent to Settlement Class Members in one or more payments over one or more tax years as may be recommended by the Settlement Administrator.

2.2 In consideration of the Releases set forth in Section 7 below, CDPH shall pay the Settlement Administrator's reasonable invoices up to the Settlement Administration Cap, as set forth in Section 1.1, paragraph BB and as further described in Section 4.1 below, for the purposes of paying the costs and expenses of the Settlement Administrator to perform the duties and services described herein.

2.3 Non-Monetary Consideration. In consideration of the Releases set forth in Section 7 below, Thrive Tribe, Premier, Evolve, Goldstein and CDPH also agree to take the actions set forth in Section 5 below.

SECTION 3

SETTLEMENT ADMINISTRATOR AND

NOTICE TO SETTLEMENT CLASS MEMBERS

3.1 Qualified Protective Order. The proposed qualified protective order (the "Qualified Protective Order") included in the Preliminary Approval Order attached as Exhibit A will be filed with Plaintiff's Motion for Preliminary Approval. The Qualified Protective Order is intended to comply with the requirements of HIPAA and applicable HIV confidentiality protections. Plaintiff's Motion for Preliminary Approval shall request that the Court issue the Qualified Protective Order based on a demonstrated compelling need for CDPH to disclose the Class List to the Settlement Administrator in connection with CDPH's administrative duties. The Qualified Protective Order will specifically direct CDPH to disclose the Class List to the Settlement Administrator. CDPH's provision of the Class List to the Settlement Administrator is contingent upon the Court's entry of the Preliminary Approval Order, which includes the Qualified Protective Order. The Qualified Protective Order will not impede Co-Lead Class Counsel's ability to

discharge its duties as Co-Lead Class Counsel. Neither Co-Lead Class Counsel or any Defendant other than CDPH will receive or have access to the Class List. This is in the best interest of the Class to protect Settlement Class Members' privacy, and is necessary to comply with HIPAA.

3.2 Appointment of Settlement Administrator and Protection of Class List

3.2.1 In the Motion for Preliminary Approval, the Parties hereto will recommend the appointment of the Settlement Administrator by the Court to implement all Settlement administration tasks and duties set forth in this Settlement Agreement and Exhibit H attached hereto. The bid of the Settlement Administrator in the amount of approximately \$25,000 is fair and reasonable considering the extra privacy protections that must be carried out in this Settlement as detailed in Sections 3.2.3, 3.2.4, 3.5, 3.6, 3.7, 3.9, 3.10, 4.7 and Exhibit H, and considering administration costs in other similar settlements.

3.2.2 The Settlement Administrator shall perform all tasks and duties ascribed to it in this Settlement Agreement and as the Court may direct. The Settlement Administrator shall prepare and submit written status reports and declarations to Co-Lead Class Counsel and counsel for Defendants upon written request. Prior to the Final Approval Hearing, the Settlement Administrator shall prepare and submit to Co-Lead Class Counsel and Counsel for Defendants a declaration confirming that notice was provided to the Settlement Class Members in accordance with the Settlement and Preliminary Approval Order and providing a summary of objections and opt out requests, if any.

3.2.3 No later than ten (10) calendar days following both the execution of the Preliminary Approval Order (which includes the Qualified Protective Order directing CDPH to provide the Class List to the Settlement Administrator) by the Court and receipt by CDPH of the Settlement Administrator's agreement in writing to be bound by the Preliminary Approval Order (including the Qualified Protective Order), and a valid, in effect, contract between CDPH and the Settlement Administrator, CDPH will deliver the Class List to the Settlement Administrator in the manner directed by the Preliminary Approval Order and Qualified Protective Order, as well as in Ex. H hereto. The Class List will not be provided to any other Party and shall be kept confidential as required herein. The Class List shall be used solely for the purposes of administering this Settlement Agreement. Once the Settlement Administrator's obligations under the Settlement have been fully completed, the Settlement Administrator shall destroy its copy of the Class List using the appropriate guidelines for the media type as described in the prevailing "National Institute of Standards and Technology – Special Publication 800-88 – Media Sanitization Decision Matrix." All addresses for Settlement Class Members who are identified on the Class List will be updated by the Settlement Administrator using commercial databases as determined reasonable by the Settlement Administrator, including the U.S. Postal Service's National Change of Address database, to obtain the most recent address of the Settlement Class Member that may be publicly available. The Court's Preliminary Approval Order shall provide that CDPH shall work with the Settlement Administrator to provide additional information as may be necessary to locate the most recent address of a Settlement Class Member and that the Settlement Administrator may use additional commercial databases to locate updated address information for Settlement Class Members as the Settlement Administrator deems reasonable and appropriate. For purposes of clarity, in addition to the other requirements set forth herein relating to providing the Class List to the Settlement Administrator, CDPH shall not provide the Class List to the Settlement

Administrator absent the entry of a Court order in the form of the proposed Preliminary Approval Order ordering and directing that CDPH provide the Class List to the Settlement Administrator.

3.2.4 At no time shall the Settlement Administrator share the Class List or any information contained in the Class List, or any PHI, any Confidential HIV-related Information, with the Court, Co-Lead Class Counsel, Counsel for Defendants other than CDPH, or any other person or entity, without an HIV-specific authorization form that is signed by the Settlement Class Member whose information is to be disclosed (or by someone with legal authorization to sign on their behalf), except that the Settlement Administrator shall comply with any federal and state tax laws and required reporting and withholding with respect to this Settlement. The Settlement Administrator shall retain a list of all persons with access to the Class List, PHI, and/or Confidential HIV-related Information, and shall set up its systems in a manner that only persons with a need to access such information will be able to do so. All employees of the Settlement Administrator with access to the Class List, PHI, or Confidential HIV-related Information must agree in writing to be bound by the Qualified Protective Order prior to being able to access such information.

3.3 Settlement Administrator Fees and Costs. Prior to the Effective Date or such later time as agreed to between CDPH and the Settlement Administrator, all invoiced Settlement Administrator fees and costs as approved by CDPH shall be paid by CDPH up to and not to exceed the Settlement Administration Cap. All additional fees and costs incurred by the Settlement Administrator that are approved by the Court in its Final Approval Order in excess of the Settlement Administration Cap shall be paid out of the Settlement Fund. Defendants shall not be responsible for payment of any costs incurred by the Settlement Administrator beyond those amounts paid by Defendants pursuant to Section 2.1, above. The Settlement Administrator shall include a declaration as part of Plaintiff's Motion for Preliminary Approval that shall set forth an estimate of the costs for performing all tasks and duties regarding this Settlement.

3.4 Settlement Website. Within seven (7) calendar days after execution of the Preliminary Approval Order by the Court, and receipt by CDPH of the Settlement Administrator's agreement in writing to be bound by the Preliminary Approval Order (including the Qualified Protective Order), and a valid, in effect, contract between CDPH and the Settlement Administrator, the Settlement Administrator will cause to be established and maintained the public informational Settlement Website containing relevant information about the Settlement, including, without limitation, downloadable .pdf copies of the Complaint and Amended Complaint, this Settlement Agreement and its Exhibits, the Notice of Settlement, the Preliminary Approval Order, the Supplemental Notice, a list of Settlement deadlines set in the Preliminary Approval Order, the proposed Final Approval Order, the Court's Judgment and Final Approval Order when entered, and other case documents relevant to the Settlement, as well as a "Frequently Asked Questions" webpage. The Settlement Website URL is www.ThriveTribeSettlement.com. A draft of the Settlement Website shall be reviewed and approved by counsel for Defendants and Co-Lead Class Counsel before it is made available to the public. The Settlement Website shall be owned and operated by the Settlement Administrator. The Settlement Administrator will post relevant information about the Settlement on the Settlement Website, including, as it becomes available, information about deadlines and methods to participate, and any changes to the date and location of the Final Approval Hearing. The Settlement Website may be taken down after the Effective Date.

3.5 Automated Telephone System. Within seven (7) calendar days after execution of the Preliminary Approval Order by the Court, and receipt by CDPH of the Settlement Administrator's agreement in writing to be bound by the Preliminary Approval Order (including the Qualified Protective Order), and a valid, in effect, contract between CDPH and the Settlement Administrator, the Settlement Administrator will cause to be established and maintained an automated telephone system using a toll-free number to provide information about the Settlement to Settlement Class Members, utilizing an IVR script approved by counsel for Defendants and Co-Lead Class Counsel. The automated telephone system shall be operated by the Settlement Administrator. The automated telephone system shall also provide the opportunity for Settlement Class Members to speak with a live operator during business hours for further information. However, the live operators shall not have access to any PHI, Confidential HIV-related Information, or non-de-identified personal information of any Settlement Class Members unless that information is voluntarily offered by the Settlement Class Member. Access to any Settlement Class Member's personally identifying information by the live operators shall be anonymized by the Settlement Administrator, as set forth below and in Exhibit H hereto.

3.6 De-identified Information. The Settlement Administrator shall develop a unique number identifier system so that it can communicate with and about Settlement Class Members without including or identifying any PHI or Confidential HIV-related Information or identifying names, addresses or other identifying information belonging to any Settlement Class Member. The unique identifier system shall be reviewed and approved by counsel for Defendants and Co-Lead Class Counsel. All Parties and their counsel shall cooperate in good faith to respect the privacy and confidentiality of all Settlement Class Members' PHI, Confidential HIV-related Information, and personally identifying information.

3.7 Notice of Settlement to Settlement Class Members. The Parties to this Agreement agree that the content of the Notice of Settlement attached as Exhibit B to the Agreement complies with Rule 3.766(d) of the California Rules of Court. Except as otherwise provided herein, within thirty (30) calendar days after the execution of the Preliminary Approval Order by the Court, and receipt by CDPH of the Settlement Administrator's agreement in writing to be bound by the Preliminary Approval Order (including the Qualified Protective Order), and a valid, in effect, contract between CDPH and the Settlement Administrator, the Settlement Administrator shall send the Notice of Settlement by U.S. first class mail to all Settlement Class Members for which there is address information on the Class List, or any updated address as provided for in Section 3.2.3, using practices intended to maintain the confidentiality of Settlement Class Members' PHI and Confidential HIV-related Information, including without limitation:

- (a) by using an envelope (i) that is opaque, of appropriate and sufficient stock, and contains appropriate security tints, wrapping or patterned or opaque printing to obscure the contents; and (ii) does not have a transparent or glassine window;
- (b) by using a return address on the outside of the envelope with no identifying information other than a generic name reference (e.g., "Claims Administrator"), P.O. Box, City, State and Zip Code;
- (c) by including statements on the front of the envelope stating that it contains "Confidential Legal Information – To Be Opened Only By The Addressee" and

“COURT ORDERED LEGAL NOTICE – IMPORTANT INFORMATION
ABOUT YOUR LEGAL RIGHTS IS ENCLOSED”;

- (d) by using a protective cover page that folds around the Notice of Settlement and that identifies that the information being provided therein is confidential and solely for reading by the Settlement Class Member; and
- (e) by using paper stock that will protect the confidentiality of the contents of the envelope from being read through the envelope.

Any subsequent communications with Settlement Class Members, including the mailing of the Settlement Payment and the Supplemental Notice defined in Section 5.3 and attached as Exhibit N, shall comply with the provisions of Section 3.7. Nothing in this Section 3.7 shall be construed as an admission that the practices used to send the CDPH Mailing, or any other mailing, were or are insufficient to maintain the confidentiality of information contained in the mailing. The Notice of Settlement shall be available in English and Spanish; this is reasonable as CDPH communicates with these same individuals in English and Spanish in the normal course of business regarding their enrollment in public health programs. The Settlement Administrator shall mail the Notice of Settlement and Supplemental Notice in English, both of which will include a conspicuous tagline in Spanish informing Settlement Class Members that a Spanish version of the notices are available on the Settlement Website. Settlement Class Members may also request that the Settlement Administrator mail to them a Spanish version of the Notice of Settlement or the Supplemental Notice. Notices of Settlement will not be re-mailed unless Settlement Class Members make a specific request to the Settlement Administrator, or for Notices of Settlement returned as undeliverable, unless an updated address has been located by the Settlement Administrator or CDPH for the Settlement Class Member as set forth in Exhibit H. Any re-mailed notices shall be sent by the Settlement Administrator within five calendar days of receipt of such returned undelivered mail and the confirmation of a qualifying updated address for such re-mailing. Any names of individuals associated with the Notice of Settlement returned to the Settlement Administrator as undeliverable for which an updated address has not been located by the Settlement Administrator pursuant to the provisions of this Settlement, including Exhibit H hereto, will be removed from the mailing of Settlement Payments as specified in Section 4.2.

3.8 Other Notice Requirements. The Notice of Settlement being provided to Settlement Class Members shall be designed to meet the requirements of Rule 3.766(d) of the California Rules of Court and Code Civ. Pro. Section 382 and shall include: (a) direct notice by U.S. first class mail as set forth above; (b) notice through the Settlement Website and the automated telephone system; and (c) an announcement mutually agreed upon by counsel for Defendants and Co-Lead Class Counsel to be included on the webpages that are maintained by each of Co-Lead Class Counsel.

3.9 Compliance with all Regulatory and Other Requirements. The Class List delivered by CDPH to the Settlement Administrator pursuant to this Settlement Agreement and as ordered by the Court, and any other information submitted by any Settlement Class Members to the Settlement Administrator, will be recorded by the Settlement Administrator in a computerized database that will be securely and confidentially maintained by the Settlement Administrator in accordance with HIPAA and all other applicable federal, state and local laws, regulations and guidelines, including, without limitation, any laws concerning heightened privacy for Confidential

HIV-related Information. Backups of this data may be maintained solely for purposes of administering the Settlement so long as the backup is securely and confidentially maintained by the Settlement Administrator in accordance with HIPAA and all other applicable federal, state and local laws, regulations and guidelines, including, without limitation, any laws concerning heightened privacy for Confidential HIV-related Information. As set forth in detail in Exhibit H hereto, the Settlement Administrator must: (a) designate specifically-assigned employees to handle its administration of this Settlement, who shall be trained concerning their legal duties and obligations arising out of this Settlement with respect to the information that they are provided; (b) review the notices to be mailed to Settlement Class Members in the form they will actually be mailed to verify no PHI or Confidential HIV-related Information (or other sensitive information) is visible from the outside of the mailing without opening it; (c) ensure that all of the information it receives is used properly in accordance with HIPAA and all other applicable federal, state and local laws and solely for the purpose of administering this Settlement; and (d) ensure that an orderly system of data management and maintenance is adopted and implemented. At the conclusion of the Settlement administration process, the Settlement Administrator shall securely destroy all data received relating to this Settlement and shall not retain any copies. If destruction is not feasible, CDPH and the Settlement Administrator shall determine the terms and conditions under which the Settlement Administrator may retain data. The Settlement Administrator shall continue to extend the protections of this Agreement to such data and shall limit further use of such data to those purposes that make the destruction of such data infeasible. This provision shall apply to data that is in the possession of the Settlement Administrator's subcontractors or agents. The Settlement Administrator will keep the database (and any backup) in a form that grants access for purposes of administering this Settlement only, and shall restrict access rights only to the least possible number of employees of the Settlement Administrator who are working directly on the administration of this Settlement. The Settlement Administrator shall notify the Court, Co-Lead Class Counsel, and Counsel for Defendants, and CDPH (Privacy Office) in writing if there is any breach of applicable privacy laws in any respect in accordance with the timing requirements set forth in HIPAA. The Parties agree that Co-Lead Class Counsel, and Counsel for Defendants shall not be responsible or liable in any way for any alleged acts or omissions by the Settlement Administrator, including any alleged negligence.

3.10 Access to the Class List and Related Information. Only the Settlement Administrator shall have access to its copy of the Class List and any other information submitted by Settlement Class Members, except as expressly authorized in this Settlement Agreement pursuant to an HIV-specific authorization form that is signed by the Settlement Class Member whose information is to be disclosed (or by someone with legal authorization to sign on their behalf). All information submitted by Settlement Class Members to the Settlement Administrator will be treated as highly confidential, and except as otherwise provided herein the Settlement Administrator shall not share any such information with Plaintiff or Co-Lead Class Counsel, Defendants or their counsel, or any other person, except as expressly authorized in this Settlement Agreement pursuant to an HIV-specific authorization form that is signed by the Settlement Class Member whose information is to be disclosed (or by someone with legal authorization to sign on their behalf).

3.11 Attached hereto as Exhibit H are protocols to be followed by the Settlement Administrator for purposes of administering the Settlement. The protocols do not modify or alter the terms of the Settlement or any related order but set forth additional details regarding Settlement

administration procedures. The protocols may be modified by written agreement of all Parties so long as the modifications are consistent with this Settlement and any related orders.

SECTION 4
MONETARY PAYMENTS FOR SETTLEMENT CLASS MEMBERS
AND DISTRIBUTION OF NET SETTLEMENT FUND

4.1 Monetary Consideration. As set forth above in Section 1.1, paragraph EE and Section 2.1, Thrive Tribe, Evolve, Goldstein and Premier shall pay, specifically reserving all rights to the fullest extent permitted by law to seek contribution, subrogation, reimbursement, contractual or equitable indemnity and/or consideration against any person other than the Parties, the non-reversionary cash amount collectively totaling \$1,600,000 into the Settlement Fund. This amount is intended to fully and completely compensate the Settlement Class Members for all Released Claims against all Released Parties. Under no circumstances will an amount of the Settlement Fund revert to any Defendant, nor shall any Defendant be required to pay any amount beyond that specified in Section 2.1.

4.2 Allocation and Distribution of Net Settlement Fund. As described in detail in Exhibit E, the Net Settlement Fund shall be disbursed in the form of a check or checks mailed in the manner described in Exhibit H. Settlement Payments will not be mailed to any Settlement Class Member who opt-outs of the Settlement Class or to any Settlement Class Members whose Notice of Settlement is returned as undeliverable. All Settlement Class Members who do not opt out of the Settlement and/or whose Notice of Settlement is not returned as undeliverable shall receive the Settlement Payment in the estimated amount of \$1,750. 50% of the Settlement Payment shall be deemed payment for all claims of negligence Settlement Class Members may have arising out of the Incident, and 50% shall be deemed payment for all claims for statutory damages under the laws set forth in the Amended Complaint. No Settlement Payment will be mailed to Settlement Class Members whose Notice of Settlement is returned to the Settlement Administrator as undeliverable and for which an updated address has not been located by the Settlement Administrator pursuant to the provisions of this Settlement, including Exhibit H. The amount of the estimated Settlement Payment assumes no Settlement Class Member opt-outs of the Settlement, no Notice of Settlement is returned undeliverable, and there are no additional administration costs that exceed the amount of the Settlement Administration Cap that are approved by the Court. The final amount of the Settlement Payment may be lower or higher than the estimated payment. No claim form or other information is necessary to receive a Settlement Payment.

4.3 Mailing of Settlement Payments. The Settlement Administrator will mail by U.S. first class mail all or an initial portion of the Settlement Payment to qualifying Settlement Class Members no later than forty-five (45) calendar days after the Effective Date. This Settlement Payment may be sent to Settlement Class Members in one or more payments over one or more tax years as recommended by the Settlement Administrator; the purpose of the multiple payment mailings is to address certain tax requirements for payments in excess of \$600. Any mailing to Settlement Class Members pursuant to this Section shall be sent in accordance with the same confidentiality protections as set forth in Section 3.7. Neither Plaintiff nor Defendants shall have any obligations relating to compliance with any federal and state tax laws and any required reporting and withholding with respect to this Settlement.

4.4 Money Remaining in Net Settlement Fund After Processing of Payments. If after deducting the payments for all qualifying Settlement Class Members, payment of Attorneys' Fees and Costs as approved by the Court, the Class Representative Payment as approved by the Court, and any fees and costs to the Settlement Administrator approved by the Court in excess of the Settlement Administration Cap, and the passing of the deadline for negotiating all Settlement checks as provided below, there is money remaining in the Net Settlement Fund, then the remaining money shall be distributed to the *cy pres* entity, AIDS Project Los Angeles ("APLA Health"). Attached as Exhibits I-M are declarations from Co-Lead Class Counsel and counsel for Defendants certifying they have no interest or involvement in the management of this entity. CDPH and Premier do contract with APLA Health. The distribution to this *cy pres* entity fulfills the purpose of the lawsuit or is otherwise appropriate because it seeks to benefit organizations that serve the HIV-positive community.

4.5 Compliance With Code Civ. Pro. Section 384. After the deadline for Settlement Class Members to opt out from the Settlement and before the entry of the Final Approval Order and Judgment, the Settlement Administrator shall prepare and submit a declaration to the Court calculating the amount that is payable to all Settlement Class Members. The Court shall set a date when the Parties shall report to the Court the total amount that was actually paid to the Settlement Class after the check cashing deadline. After the report is received, the Court shall amend the Judgment to direct the Settlement Administrator to pay the sum of the unpaid residue or unclaimed or abandoned Settlement Class funds, plus any interest that has accrued thereon, to the *cy pres* entity identified above.

4.6 Return of Funds. If the Settlement does not become final and effective for any reason, including without limitation because the Effective Date does not occur, then all monies in the Settlement Fund shall be returned to Thrive Tribe, Evolve, Goldstein and Premier as paid by them or their insurers. Any amounts reasonably billed or incurred prior to the Effective Date by the Settlement Administrator shall be paid by CDPH pursuant to Section 3.3.

4.7 Check Cashing. All checks to Settlement Class Members will remain negotiable for 120 days from the date they are issued, and shall be accompanied by the cover letter attached hereto as Exhibit F when they are mailed by the Settlement Administrator. They shall be mailed using the same confidentiality protections as set forth in Section 3.7 above. At any point in the check-cashing period, the Settlement Administrator shall have the authority to stop payment on a lost check and issue a new check to an eligible Settlement Class Member upon reasonable request, and after the Settlement Class Member has executed and sent to the Settlement Administrator an affidavit or declaration of lost check.

SECTION 5

NON-MONETARY RELIEF

5.1 Thrive Tribe agrees to take the following actions, if it has not already done so by the Effective Date of the Settlement:

A. Thrive Tribe shall destroy any computer hard drives and other storage devices of any kind that may contain any confidential information relating to Settlement Class Members. The data that must be destroyed consists of private, personal, and medical information

(excluding name, address, or other contact information) of any individuals who Thrive Tribe enrolled in the AIDS Drug Assistance Program and/or the Office of AIDS's Health Insurance Premium Payment program prior to June 2019.

B. Thrive Tribe shall permanently delete any confidential information relating to Settlement Class Members stored in the cloud or on servers.

C. Thrive Tribe shall destroy any hard copies of any information that contain any confidential information for all Settlement Class Members.

5.2 A representative of Thrive Tribe further agrees to provide an affidavit under penalty of perjury that the obligations of Section 5.1 have been complied within 30 calendar days of the Effective Date. CDPH shall have the right, at its sole discretion, to decide whether to audit the veracity of the affidavit by completing a site inspection of all computer systems, storage devices, and/or cloud storage and/or servers of Thrive Tribe within thirty (30) calendar days of receiving the affidavit.

5.3 Premier agrees to take the following actions:

A. Based on a reasonable search and investigation of its data environment, Premier represents that to the extent Premier's environment contains a Settlement Class Member's Protected Health Information and/or Confidential HIV-related Information, such information can be electronically stored only (1) on Premier's servers (and those servers can be accessed and searched, in full, by the DocuTrak system), (2) within Premier's email system, or (3) on an individual user's computer (and those individual computers can be searched, in full, on the OneDrive system). Premier further represents that Premier's DocuTrak system has been made accessible to CDPH, and thereby its servers. To the extent any such information is stored within Premier's email system or on OneDrive, Premier represents that such information can be searched using the eDiscovery tool found within the Microsoft Purview Compliance Portal. Premier will allow and assist CDPH's usage of Premier's Microsoft Purview Compliance Portal to detect any readily evident Settlement Class Member's Protected Health Information and/or Confidential HIV-related Information. CDPH's effort is limited to use of the Premier's Microsoft Purview Compliance Portal and only to the extent reasonable under the circumstance to detect undeleted information.

B. Have the Settlement Administrator provide any Settlement Class Member whom CDPH identifies (pursuant to the preceding paragraph) to the Settlement Administrator as possibly having been (1) entered in any Premier server (as identified by the DocuTrak system), email system, or an individual user's computer (as identified by the OneDrive system) for the first time after April 1, 2019 (in addition to the 125 Settlement Class Members whom CDPH previously identified), and (2) who do not opt out of the Settlement, the opportunity to render inactive and subsequently delete his, her or their name and any Protected Health Information and/or Confidential HIV-related Information from Premier's servers, DocuTrak system, OneDrive system, or email system. The notice to be sent by the Settlement Administrator to these Settlement Class Members is attached as Exhibit N ("Supplemental Notice"). To the extent feasible, the Supplemental Notice will be mailed to certain Settlement Class Members along with the Notice of

Settlement. CDPH and Premier will work in good faith to complete the review of Premier's email system and OneDrive system in a timely manner.

C. As described in more detail in Exhibit H, upon the Effective Date, the Settlement Administrator will be authorized by the Qualified Protective Order to provide a list to CDPH and Premier of those Settlement Class Members who returned the executed Supplemental Notice (and authorization) for the sole purpose of rendering inactive, in a manner agreed to by Premier, Co-Lead Class Counsel, and CDPH, those persons' information from Premier's servers, DocuTrak system, OneDrive system, or email system and subsequently deleting that data only when Premier can do so without violating any state law, federal law, or provider contract provision as provided for in Section 5.3(D). Premier shall process any executed Supplemental Notice it receives promptly. If Premier, Co-Lead Class Counsel, and CDPH cannot reach agreement on an appropriate procedure for rendering the data inactive, those parties shall seek assistance from the Court to resolve the dispute.

D. Upon the Settlement Administrator's receipt of any executed Supplemental Notice, Premier shall determine if any state law, federal law, or provider contract provision mandates retention of any Settlement Class Members' data. If no such state law, federal law, or provider contract provision prohibits Premier from deleting the Class Members' data, then Premier will delete that data promptly. If state law, federal law, or a provider contract provision prohibits Premier from immediately deleting the Class Members' data, then Premier will (1) render that Class Members' data inactive in a manner agreed to by Premier, Co-Lead Class Counsel, and CDPH (or as directed by the Court if agreement cannot be reached), and (2) not use, sell, convey or transfer that data in any way except as required by state law, federal law, or provider contract. For any Settlement Class Member whose data must be retained pursuant to a state law, federal law, or provider contract provision, Premier shall provide a list of those Settlement Class Members' names to CDPH with corresponding information regarding Premier's justification for both retaining such data and the required time period for such data retention, which can be between three and ten years depending on the applicable state law, federal law, or provider contract. Premier will provide the same list to Co-Lead Class Counsel except that Settlement Class Members will only be identified by their unique identifier number. Premier, Co-Lead Class Counsel, and CDPH will develop a schedule for the permanent deletion of any retained data as applicable under state law, federal law, or provider contract. If Premier, Co-Lead Class Counsel, and CDPH cannot reach agreement regarding the appropriateness of Premier's justification for both retaining such data and the required time period, those parties shall seek assistance from the Court to resolve the dispute. Premier will permanently delete from its servers, DocuTrak system, OneDrive system, and email system all data pertaining to the Settlement Class Members that executed a Supplemental Notice following the first date when such deletion would not violate any applicable state law, federal law, or provider contract provision. CDPH, and Co-Lead Class Counsel as necessary, will confer with Premier three, five and ten years after the Effective Date to confirm such data has been deleted in conformance with the agreed-to deletion schedule.

E. A representative of Premier further agrees to provide Co-Lead Class Counsel an affidavit under penalty of perjury that the obligations of Section 5.3(D) have been complied with within 30 calendar days of the Effective Date. If any data must be rendered inactive and retained as provided for in Section 5.3(D), Premier will provide an additional affidavit under penalty of perjury that the obligations of Section 5.3(D) have been complied with within 30

calendar days after permanently deleting any previously inactive and retained data. CDPH shall have the right, at its sole discretion, to decide whether to audit the veracity of either affidavit by completing a further inspection of Premier's servers, DocuTrak system, OneDrive system, and/or email system within thirty (30) calendar days of receiving the affidavit(s).

5.4 Evolve and Goldstein agree to take the following actions:

A. Participate in a review of the hard drive of a laptop computer, which Evolve and Goldstein represent is the only potential location of stored files in their possession, custody or control, to be conducted by CDPH Information Technology Services Division (ITSD) personnel who will forensically preview and perform a keyword search of Settlement Class Member names for any readily evident Settlement Class Member's Protected Health Information and/or Confidential HIV-related Information. CDPH ITSD will perform this function using Opentext Encase Digital Forensic Software while utilizing Tableau hardware write blockers to image the hard drive in its original state and determine if that laptop contains any readily evident Settlement Class Member's Protected Health Information and/or Confidential HIV-related Information. CDPH, Evolve, and Goldstein will work in good faith to complete the review of Evolve and Goldstein's laptop computer in a timely manner. CDPH ITSD may need, and is entitled to, up to five business days' possession of the hard drive. Any image or copy of the hard drive will be kept strictly confidential, used for the sole purpose of the objective set forth in this section, and either returned to Goldstein or destroyed by CDPH once the objective is completed.

B. Have the Settlement Administrator provide any Settlement Class Member whom CDPH identifies (pursuant to the preceding paragraph) to the Settlement Administrator as having possibly been entered on that laptop computer for the first time on or after April 1, 2019, and who do not opt out of the Settlement, the opportunity to remove his, her or their name and/or any Protected Health Information and/or Confidential HIV-related Information from the laptop computer. The notice to be sent by the Settlement Administrator to these Settlement Class Members providing this opportunity is attached as Exhibit N ("Supplemental Notice"). To the extent feasible, the Supplemental Notice will be mailed to the identified Settlement Class Members along with the Notice of Settlement.

C. As described in more detail in Exhibit H, upon the Effective Date, the Settlement Administrator will be authorized by the Qualified Protective Order to provide a list to CDPH, Evolve and Goldstein of those Settlement Class Members who returned the executed Supplemental Notice (and authorization) for the sole purpose of deleting those Settlement Class Members' information from Evolve and Goldstein's laptop computer. Evolve and Goldstein shall process those deletions promptly.

D. Evolve and Goldstein further agree to provide Co-Lead Class Counsel an affidavit under penalty of perjury that the obligations of Section 5.4 have been complied with within 30 calendar days of the Effective Date. CDPH shall have the right, at its sole discretion, to decide whether to audit the veracity of the affidavit by completing a further inspection of the laptop within thirty (30) calendar days of receiving the affidavit.

5.5 In the event that any obligation that Thrive Tribe, Evolve, Goldstein, or Premier has agreed to undertake becomes inconsistent with any future federal, state, or local law,

enactment, regulation, or judicial ruling, then Thrive Tribe, Evolve, Goldstein or Premier shall seek to amend the Settlement Agreement in accordance with Section 10.12 of the Settlement Agreement.

5.6 Defendants anticipate they will expend additional resources in time and costs to implement all of the actions described in this Section 5 (“Non-Monetary Relief”), which amount shall not come out of or reduce the Settlement Fund, but is additional consideration that is being provided by Defendants to the Settlement Class Members.

5.7 Co-Lead Counsel estimates that the combined value of the non-monetary relief is \$2,300,000. This estimate is based on the following calculation: 460 Settlement Class Members, times five Defendants participating in programmatic relief, times \$1,000 in statutory damages per person, per Defendant.

5.8 The Parties hereto agree that any failure by CDPH, Thrive Tribe, Evolve, Goldstein or Premier to comply with any terms set forth in Section 5 of this Settlement Agreement shall not be cause to rescind the Settlement and shall not affect the validity of any releases in the Settlement Agreement and/or Final Approval Order. The sole remedy for failure to comply with the terms of Section 5 is specific performance.

5.9 Notwithstanding any other provisions in this Agreement, CDPH shall have no obligation to provide any non-monetary relief pursuant to this Agreement, except for its cooperation with the Settlement Administrator and the audit functions as stated in Sections 3, 4 and 5.

SECTION 6

PRELIMINARY APPROVAL, FINAL APPROVAL, OPT-OUTS, AND OBJECTIONS

6.1 Filing of Motion for Preliminary Approval. As soon as practicable after this Settlement Agreement is executed, Co-Lead Class Counsel shall file an unopposed Motion for Preliminary Approval of Class Action Settlement (“Motion for Preliminary Approval”), which shall include a fully executed copy of this Settlement Agreement and its exhibits. The Motion for Preliminary Approval shall request that the Court schedule a Final Approval Hearing. The Motion for Preliminary Approval will request entry of the Preliminary Approval Order (and the Qualified Protective Order contained therein) consistent with Section 3 of this Agreement. The Final Approval Hearing shall be scheduled no earlier than sixty (60) calendar days after execution of the Preliminary Approval Order by the Court.

6.2 Stay of Proceedings and Injunction. The Parties hereto agree to request that to the fullest extent permitted by law, the Preliminary Approval Order stay the *Doe Action* and/or any other proceedings as to all Parties during the pendency of the Court’s settlement approval process regarding this Settlement Agreement, and enjoin all non-parties to this Agreement and all Settlement Class Members during that time period from filing, commencing, prosecuting, intervening in, participating in and/or maintaining, as plaintiffs, cross-complainants, claimants, or class members, any other lawsuit or proceeding in any jurisdiction (whether state, federal or otherwise) against the Released Parties based on, relating to, or arising out of the facts described in the Amended Complaint, except that any Settlement Class Member may opt out of the

Settlement pursuant to Section 6 and proceed on an individual basis with their own individual litigation.

6.3 Stipulation to Certification of Settlement Class for Settlement Purposes Only. The Parties stipulate and agree to certification of the Settlement Class as against the Defendants pursuant to Code Civ. Proc. section 382 for settlement purposes only. The Parties hereto do not waive or concede any position or arguments they have for or against certification of any class for any other purpose in any action or proceeding. The Parties hereto agree that the Court's certification of the Settlement Class for purposes of this Settlement does not constitute an admission by Defendants that the claims of the Settlement Class would be appropriate for class treatment if the claims were contested in this or any other forum.

6.4 Opt Outs.

6.4.1 The Notice of Settlement attached hereto as Exhibit B will provide the following instructions to Settlement Class Members regarding the procedures that must be followed to opt out of the Settlement Class. To validly request exclusion from the Settlement Class, a Settlement Class Member must submit a written request to opt out to the Settlement Administrator only, stating "I wish to exclude myself from the Settlement Class in *John Doe v. California Department of Public Health et al.*, Los Angeles County Superior Court Case No. 20STCV32364" (or substantially similar clear and unambiguous language), postmarked no later than forty-five (45) calendar days after the date the Notice of Settlement is mailed to Settlement Class Members by the Settlement Administrator. For any Settlement Class Member whose Notice of Settlement is re-mailed as provided for in Section 3.7 and Exhibit H, the Settlement Class Member's written request to opt out must be postmarked no later than forty-five (45) calendar days after the date the Notice of Settlement is re-mailed by the Settlement Administrator and must contain the same language set forth above. The opt out request need only include the unique identifier sent with the Notice of Settlement in order to maintain the confidentiality of the Settlement Class Member. The list of the persons who submit timely and valid opt out will be maintained by the Settlement Administrator until the terms of the Settlement have been effectuated, and then retained by CDPH. The Settlement Administrator may share information relating to an opt out request with CDPH solely to determine if they are a Settlement Class Member. If a subsequent action or proceeding is initiated against a Released Party concerning the Incident or matters alleged in the Amended Complaint, then CDPH will cooperate with that Released Party to determine whether the claimant or plaintiff in the subsequent action or proceeding submitted a timely and valid opt out request to be excluded from the Settlement Class. Request for exclusion cannot be made on a group or class-wide basis.

6.4.2 No later than fourteen (14) calendar days prior to the Final Approval Hearing, or such other later date as may be agreed to by the parties or ordered by the Court, the Settlement Administrator shall provide a declaration to Co-Lead Class Counsel and counsel for Thrive Tribe, Evolve, Goldstein, Premier, and CDPH identifying each Settlement Class Member by their unique identification number who has timely and validly requested exclusion from the Settlement Class. At the discretion of the Court the Declaration may be filed with the Court in the public docket but only with the unique identification numbers of the Settlement Class Members who timely and validly requested exclusion from the Settlement Class, so long as no other

information about the Settlement Class Members (such as PHI or Confidential HIV-related Information) is disclosed.

6.4.3 All Settlement Class Members who do not timely and properly request to opt out of the Settlement Class will in all respects be bound by all terms of this Settlement Agreement and the Final Approval Order (including without limitation all releases in the Settlement Agreement and Final Approval Order), and upon the Effective Date, will be entitled to all benefits described in this Settlement Agreement. Settlement Class Members who opt out can withdraw their request for exclusion by submitting a written request to the Settlement Administrator at the addresses in the Notice of Settlement stating their desire to revoke their request for exclusion so long as the revocation request is received no later than three (3) calendar days prior to the Final Approval Hearing. In the event any such withdrawals are received, Co-Lead Class Counsel and/or Counsel for Defendants will take appropriate steps to update the Court as necessary.

6.5 Objections.

6.5.1 Any Settlement Class Member who does not submit a written request for exclusion may submit a written objection to the Settlement Administrator, not to the Court, explaining why he, she, or they believe that the Settlement Agreement should not be approved by the Court as fair, reasonable, and adequate. A Settlement Class Member who wishes to object to any aspect of the Settlement must submit to the Settlement Administrator a written statement of the objection postmarked no later than forty-five (45) calendar days after the date the Notice of Settlement is mailed to Settlement Class Members. For any Settlement Class Member whose Notice of Settlement is re-mailed as provided for in Section 3.7 and Exhibit H, a written statement of the objection must be postmarked no later than forty-five (45) calendar days after the date the Notice of Settlement is re-mailed to the Settlement Class Member by the Settlement Administrator.

6.5.2 The written statement must include (i) the unique identifier sent with the Notice of Settlement in order to maintain the confidentiality of the objector; (ii) a detailed statement of all of the objector's objection(s); (iii) the specific reasons for each objection, including any evidence, legal authority, supporting papers, materials, and briefs the objector contends support the objection and wishes to bring to the Court's attention; (iv) the name and contact information for all counsel representing the objector; (v) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; and (vi) a list, by case name, court, and docket number, of all other cases in which the objector (directly or through counsel) has filed an objection to any proposed class action settlement within the last three (3) years.

6.5.3 The Settlement Administrator shall notify Co-Lead Class Counsel and Counsel for Defendants of any objections received and whether the objector matches the name of a Settlement Class Member. The Settlement Administrator shall promptly provide copies of any objections to Co-Lead Class Counsel and counsel for Defendants, with all personally identifying information redacted after they are received and verified by the Settlement Administrator. Notwithstanding the foregoing, the Settlement Administrator shall be authorized in the Preliminary Approval Order to disclose to Co-Lead Class Counsel and Counsel for Defendants the name and potentially other identifying information of any objector only to the extent that Co-Lead Class

Counsel and Counsel for Defendants mutually agree that this information is necessary to adequately respond to the objection.

6.5.4 No later than ten (10) calendar days prior to the Final Approval Hearing or at such other time as ordered by the Court the Settlement Administrator or Co-Lead Class Counsel shall cause the objections to be filed with the Court in the public docket but only with the unique identification numbers of the Settlement Class Members.

6.5.5 No later than five (5) calendar days prior to the Final Approval Hearing or at such other time as ordered by the Court, Plaintiff shall file a Reply in Support of the Motion for Final Approval of Class Action Settlement and/or responses to any filings by objectors to address any valid and timely objections.

6.6 Representation. A Settlement Class Member may object on his, her, or their own behalf or through an attorney. However, even if represented, the Settlement Class Member must sign the objection with their unique identification number. In addition, all attorneys who are involved in any way asserting objections on behalf of a Settlement Class Member must file a notice of appearance with the Court at the time when the objection is submitted, or as the Court may otherwise direct.

6.7 Final Approval Hearing and Final Approval Order. A Settlement Class Member (or counsel representing them, if any), may attend the Final Approval Hearing. Co-Lead Class Counsel requests, but does not require, that a Settlement Class Member (or counsel representing him or her, if any) who intends to attend the Final Approval Hearing and request to be heard by the Court regarding their objection file with the Court, no later than fourteen (14) calendar days prior to the Final Approval Hearing, a written notice of their intention to appear at the Final Approval Hearing. Any changes to the date or location of the Final Approval Hearing shall be posted on the Settlement Website. The Final Approval Order and Judgment will be provided to Settlement Class Members on the Settlement Website.

6.8 Motion for Final Approval and Final Approval Order. No later than thirty (30) calendar days prior to the Final Approval Hearing or at such other time as ordered by the Court, Co-Lead Class Counsel shall file a Motion for Final Approval of Class Action Settlement to request entry of the Final Approval Order, the approval and entry of which shall be a condition of this Settlement Agreement, that, *inter alia*: (1) finally approves the Settlement Agreement in its entirety as fair, reasonable and adequate; (2) confirms the final certification of the Settlement Class; (3) confirms the appointments of the Plaintiff as Class Representative and of Co-Lead Class Counsel; (4) finds that the Notice of Settlement provided to Settlement Class Members satisfied the requirements of Cal. R. of Ct. 3.769 and constitutional due process; (5) fully, finally, and irrevocably releases and discharges the Released Parties from all Released Claims; (6) permanently bars, enjoins and restrains the Releasers (and each of them) from commencing, filing, initiating, prosecuting, asserting, and/or maintaining any and all Released Claims against the Released Parties; and (8) provides that the Court retains continuing and exclusive jurisdiction over the Parties, the Settlement Class Members who do not opt out of the Settlement and this Settlement Agreement, to interpret, implement, administer and enforce the Settlement Agreement in accordance with its terms and conditions, including any subsequent motion by Defendants for

access to the names of Settlement Class Members who opt out of the Settlement if they believe it necessary to so request.

SECTION 7

RELEASES

7.1 In consideration of the benefits provided to Settlement Class Members as described in this Settlement Agreement, upon the Effective Date, Plaintiff and each Settlement Class Member who does not opt out of the Settlement, on their own behalf and on behalf of their respective predecessors, successors, assigns, assignors, representatives, attorneys, agents, trustees, insurers, heirs, estates, beneficiaries, executors, administrators, and any natural, legal, or juridical person or entity to the extent he, she, they or it is or will be entitled to assert any claim on behalf of any Settlement Class Member (collectively, the “Releasors”), shall automatically be deemed to have, and by operation of the Final Approval Order shall have, completely, fully, finally, irrevocably, and forever released, relinquished, and discharged the Released Parties, and each of them, of and from any and all liabilities, rights, claims, actions, causes of action, demands, damages, penalties, costs, attorneys’ fees, losses, and remedies, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that are based on the facts alleged in the Amended Complaint (collectively, the “Released Claims”).

7.2 Upon the Effective Date the Released Parties hereby waive, release, and forever discharge each other, Releasors, Plaintiff, Co-Lead Class Counsel, and each of them, of and from any and all past, present and future claims, counterclaims, actions, rights or causes of action, liabilities, suits, demands, damages, losses, payments, judgments, debts, dues, sums of money, costs and expenses (including, without limitation, attorneys’ fees and costs), accounts, bills, covenants, contracts, controversies, agreements, obligations, or promises, in law or in equity, contingent or non-contingent, known or unknown, suspected or unsuspected, foreseen or unforeseen, matured or unmatured, accrued or unaccrued, liquidated or unliquidated, whether patent or latent, concealed or overt, direct, representative, class or individual in nature, in any forum that they had, have, or may have in the future arising out of, or in any way relating to the investigation, filing, prosecution, or resolution of the Incident, implementation or administration of this Settlement Agreement, or actions of the Settlement Administrator, including any claims for abuse of process, negligence, malicious prosecution, contribution, subrogation, reimbursement and/or contractual or equitable indemnity in any way relating to, or in connection with, the investigation, filing, prosecution, or resolution of the Incident or the investigation, filing, prosecution, or resolution of facts and matters alleged in the Amended Complaint, implementation or administration of this Settlement Agreement, or actions of the Settlement Administrator. This paragraph is intended, among other things, to be and is a release by all Parties of CDPH from any all claims of any kind whatsoever related to CDPH’s review of the data referenced in Section 5 above, including but not limited to claims based on a right to privacy, the inadvertent destruction of data or any other alleged harm, injury or statutory violation to the fullest extent possible under the law. Accordingly, for example, nothing in Sections 5.2, 5.3(E), and 5.4(D) above creates any duty on the part of CDPH; and the Parties, including but not limited to, the Settlement Class Members, release CDPH from any all claims of any kind whatsoever relating to CDPH declining to exercise its discretion and declining to conduct a further review of data, if CDPH makes that determination.

7.3 Upon the Effective Date, Co-Lead Class Counsel and Plaintiff, and each of them, hereby waive, release, and forever discharge the Released Parties, their counsel and each of them, of and from any and all past, present and future claims, counterclaims, actions, rights or causes of action, liabilities, suits, demands, damages, losses, payments, judgments, debts, dues, sums of money, costs and expenses (including, without limitation, attorneys' fees and costs), accounts, bills, covenants, contracts, controversies, agreements, obligations, or promises, in law or in equity, contingent or non-contingent, known or unknown, suspected or unsuspected, foreseen or unforeseen, matured or unmatured, accrued or unaccrued, liquidated or unliquidated, whether patent or latent, concealed or overt, direct, representative, class or individual in nature, in any forum that they had, have, or may have in the future arising out of, in any way relating to, or in connection with, the investigation, filing, prosecution, or resolution of the Incident, implementation or administration of this Settlement Agreement, or actions of the Settlement Administrator, including any claims for abuse of process, negligence, malicious prosecution, contribution, subrogation, reimbursement and/or contractual or equitable indemnity in any way relating to, or in connection with, the investigation, filing, prosecution, or resolution of the Incident, the facts and matters alleged in the Amended Complaint, implementation or administration of this Settlement Agreement, or actions of the Settlement Administrator.

7.4 Nothing in the releases in this Settlement Agreement will preclude any action to enforce the terms of this Settlement Agreement in the Court.

7.5 The Parties represent and warrant that no promise or inducement has been offered or made for the releases contained in this Settlement Agreement except as set forth in this Settlement Agreement and that the releases are executed without reliance on any statements or any representations not contained in this Settlement Agreement.

SECTION 8

ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS

8.1 Attorneys' Fees and Costs. Co-Lead Class Counsel will file a motion with the Court on behalf of all entitled attorneys and law firms for a payment of attorneys' fees and reimbursement of reasonable out-of-pocket costs in the amount of \$763,000 no later than thirty (30) calendar days prior to the Final Approval Hearing. The attorneys' fee motion will be calculated using the lodestar method. Defendants will take no position on the motion as long as the requested amount is consistent with this Section 8.1. Should the Court decline to approve any requested payment of attorneys' fees and/or costs and expenses, the Settlement Agreement shall remain effective. The Settlement Administrator shall no earlier than ten (10) calendar days after the entry of the Final Approval Order by the Court: (1) wire the Court-approved Attorneys' Fees and Costs to the respective Co-Lead Class Counsel firms in the amounts approved or as agreed between them to each of them; or (2) wire the full amount of Court-approved attorneys' fees to one selected Co-Lead Class Counsel firm on the written agreement of the Co-Lead Class Counsel firms and/or order of the Court. Co-Lead Class Counsel shall have the discretion as to how to apportion fees among themselves. Defendants shall bear their own costs of litigation and attorneys' fees incurred in connection with the *Doe Action* and this Settlement Agreement. For the avoidance of doubt, all attorneys' fees, costs, and expenses approved by the Court shall be paid from the Settlement Fund.

8.2 Class Representative Payment. In recognition of his service to the Settlement Class, Co-Lead Class Counsel may petition the Court on behalf of Plaintiff John Doe for a Class Representative Payment in an amount not to exceed \$10,000, subject to the approval of the Court. This Class Representative Payment is justified and reasonable due to Plaintiff's significant assistance to Co-Lead Class Counsel and because Plaintiff's participation in the *Doe Action* risked public disclosure of his HIV-positive status at great personal, social, and professional harm to Plaintiff. Defendants will take no position on this petition as long as the requested amount is consistent with this Section 8.2. This amount shall be paid to Co-Lead Class Counsel to be distributed to Plaintiff within ten (10) calendar days after the Effective Date. Should the Court decline to approve any requested Class Representative Payment, the Settlement shall remain effective. For the avoidance of doubt, the Class Representative Payment approved by the Court shall be paid from the Settlement Fund.

SECTION 9 **TERMINATION**

9.1 This Settlement Agreement may be terminated by the Class Representative or Thrive Tribe, Evolve, Goldstein, Premier or CDPH by filing with the Court, and serving on the opposing Parties, a written notice of termination within fourteen (14) calendar days, or such longer time as may be agreed between Co-Lead Class Counsel and Defendants, after any of the following occurrences:

- (a) Co-Lead Class Counsel and Defendants agree to termination before the Effective Date;
- (b) The Court rejects, materially modifies, materially amends or changes, or declines to preliminarily or finally approve, the Settlement Agreement;
- (c) An appellate court reverses the Final Approval Order, and the Settlement Agreement is not reinstated and finally approved without material change by the Court on remand;
- (d) The Court or any reviewing appellate court incorporates material terms or provisions into, or deletes or strikes material terms or provisions from, or otherwise materially modifies, amends, or changes, the proposed or entered Preliminary Approval Order, the proposed or entered Final Approval Order, or the Settlement Agreement; or
- (e) The Effective Date does not occur.

9.2 Thrive Tribe and Premier, in their sole discretion, shall have the option of revoking their participation in the Settlement Agreement if more than an agreed to percentage of Settlement Class Members request exclusion from the Settlement and validly and timely exercise the opt out option set forth herein. This agreement shall be in writing and shall be held in confidence by the parties thereto, and only filed with the Court under seal upon the request of the Court and/or a showing of good cause.

9.3 In the event of a termination as provided for in the Settlement Agreement, the Settlement Agreement shall be considered null and void; all of the Parties' obligations under the Settlement Agreement shall cease to be of any force and effect; and the Parties shall return to the *status quo ante* in the *Doe Action* as of the date of this Settlement Agreement as if the Parties had

not entered into this Settlement Agreement, with the sole exception that the Parties will work cooperatively to take all necessary and appropriate steps to safeguard and maintain the confidentiality of all confidential Settlement Class Member information that has been provided to the Settlement Administrator and/or received from Settlement Class Members in connection with this Settlement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement claims and defenses will be preserved, including all defenses to class certification. Any judgment or order entered by the Court in accordance with the terms of this Settlement Agreement shall automatically be treated as vacated *nunc pro tunc*. No order of the Court or modification or reversal on appeal of any order of the Court concerning any motion for payment of attorney's fees or costs awarded by the Court to any of the Co-Lead Class Counsel or the Class Representative Payment shall constitute grounds for cancellation, modification or termination of this Settlement Agreement, and neither the Parties hereto nor their counsel shall request or suggest any such relief.

9.4 The Parties hereto agree that it is in their best interests to consummate this Settlement Agreement and all the terms and conditions contained herein and to cooperate with each other and to take all actions reasonably necessary to obtain Court approval of this Settlement Agreement and entry of the orders of the Court that are required to implement its provisions. To that end, no Party hereto nor their counsel nor any of the Released Parties or any person or entity acting on their behalf shall solicit or encourage, directly or indirectly, any Settlement Class Member to opt-out of or object to any term of this Settlement Agreement as set forth in this Settlement Agreement or assist them in doing so. This duty to cooperate is material and subject to adjudication by the Court. The Parties also agree to support this Settlement Agreement publicly in accordance with and subject to the provisions of this Settlement Agreement.

SECTION 10

MISCELLANEOUS PROVISIONS

10.1 Continuing Jurisdiction. The Court will retain continuing and exclusive jurisdiction over the interpretation, implementation, administration, and enforcement of this Settlement Agreement. The Parties and the Settlement Class Members who do not opt out of this Settlement and their counsel are hereby deemed to have submitted to the exclusive jurisdiction of this Court for any suit, action, proceeding, or dispute arising out of, or relating to, this Settlement Agreement but solely for such purposes, and in so agreeing do not waive any argument as to the general or specific jurisdiction of this Court over any such persons for any other action or proceeding.

10.2 Authority. Each of the undersigned signatories represent and warrant that they have authority to enter and sign this Settlement Agreement and fulfill its terms as set forth herein.

10.3 No Admission of Liability. The Parties understand and acknowledge that this Settlement Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Settlement Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any Party of any fault, liability, or wrongdoing of any kind whatsoever. Neither the Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement: (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Plaintiff or Settlement Class Members, or of any

wrongdoing or liability 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 the above-captioned litigation or in any proceeding in any court, administrative agency, or other tribunal.

10.4 No Retaliation. Defendants agree that they shall not retaliate against Plaintiff or any Settlement Class Member in any fashion for having participated in the *Doe Action* and/or Settlement Agreement, including, without limitation, with respect to the provision, reduction, limitation or denial of any health or pharmacy benefits. Plaintiff agrees not to retaliate against Defendants for having participated in the Settlement of the *Doe Action*.

10.5 No Liability for Actions in Accordance with Agreement. The Parties, as well as Co-Lead Class Counsel and Counsel for Defendants, shall not be liable for any acts undertaken in conformance with this Settlement Agreement and the Court's Preliminary Approval Order and Final Approval Order.

10.6 Choice of Law. This Settlement Agreement will be interpreted and enforced in accordance with the laws of the State of California, without regard to conflict of law principles.

10.7 Cooperation. The Parties will cooperate, assist and undertake all reasonable actions to accomplish all steps contemplated by this Settlement Agreement and to implement the Settlement Agreement on the terms and conditions provided herein. The Parties and all of their counsel all collectively agree to support entry of the Preliminary Approval Order and Final Approval Order and implementation of this Settlement Agreement.

10.8 Integration. This Settlement Agreement (along with any exhibits attached hereto), constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter of this Settlement Agreement and supersedes all prior proposals, negotiations, letters, conversations, agreements (other than that referred to in Section 10.2, above), term sheets, and understandings, whether written or oral, relating to the subject matter of this Settlement Agreement. The Parties acknowledge, stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation, agreement, arrangement, or understanding, whether written or oral, concerning any part or all of the subject matter of this Settlement Agreement has been made or relied on except as expressly set forth in this Settlement Agreement (including any exhibits attached thereto).

10.9 Severability. If any provision or any part of any provision of this Settlement Agreement is for any reason held to be invalid, unenforceable, or contrary to any public policy, law, statute, and/or ordinance, that provision may be severed from the Settlement Agreement and the remainder of the Settlement Agreement shall remain valid and enforceable as if the invalid, unenforceable, or illegal provision or part of any provision had not been contained herein.

10.10 Headings. The headings used in this Settlement Agreement are intended for the convenience of the reader only and shall not affect the meaning or interpretation of this Settlement Agreement in any manner. Any inconsistency between the headings used in this Settlement Agreement and the text of the Settlement Agreement shall be resolved in favor of the text.

10.11 Incorporation of Exhibits. All of the exhibits to this Settlement Agreement are hereby incorporated by reference as though fully set forth herein. Notwithstanding the foregoing, any inconsistency between this Settlement Agreement and any exhibits hereto will be resolved in favor of this Settlement Agreement.

10.12 Amendment. Subject to the approval of the Court, the Parties may agree in a writing executed by Co-Lead Class Counsel and Counsel for Defendants to amend this Settlement Agreement or to modify the exhibits to this Settlement Agreement to effectuate the purpose of this Settlement Agreement or to conform to guidance from the Court about the contents of such exhibits without the need to further amend this Settlement Agreement. Except as expressly set forth in this Settlement Agreement, any amendment modifying the Settlement Agreement after it is submitted for preliminary approval must be filed with the Court and is subject to the Court's approval. Any such amended Settlement Agreement will be posted on the Settlement Website.

10.13 Mutual Preparation. The Parties have negotiated all of the terms of this Settlement Agreement at arm's-length and through a mediation process overseen by Chief Magistrate Judge Jan Adler (ret.) and Ralph Williams Esq. Neither the Settlement Class Members nor Defendants, nor any one of them, nor any of their counsel, will be considered to be the sole drafter of this Settlement Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Settlement Agreement. This Settlement Agreement will be deemed to have been mutually prepared by the Parties and will not be construed against any of them by reason of authorship.

10.14 Independent Advice of Counsel. The Parties represent and declare that in executing this Settlement Agreement, each relied upon the advice and recommendations of their own independently selected counsel. Further, the Parties represent that each has had sufficient opportunity to consult with their respective attorneys about the terms and conditions of this Settlement Agreement prior to its execution. Each Party has read and fully understands the full contents and effect of this Settlement Agreement, and consciously and voluntarily contracts and agrees as provided herein.

10.15 Extensions of Time. Co-Lead Class Counsel and Counsel for Defendants may agree in writing, subject to approval of the Court where required, to reasonable extensions of time to implement the provisions of this Settlement Agreement. Any such changes to dates relevant to the Settlement Class Members will be posted to the Settlement Website.

10.16 Execution in Counterparts. This Settlement Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all signatories do not sign the same counterparts. Original signatures are not required. Any signature submitted by facsimile or through email of an Adobe PDF or similar file format shall be deemed an original. Plaintiff may sign this agreement using the pseudonyms in the Complaint and Amended Complaint (John Doe), provided that Co-Lead Class Counsel retain signature pages on which Plaintiff signs his real name.

10.17 Issuance of Notices. In any instance in which this Settlement Agreement requires the issuance of any notice to the Parties and/or to Co-Lead Class Counsel and Counsel for

Defendants, such notice must be issued by issuing written notice, sent via overnight mail and email, to Co-Lead Class Counsel and to Counsel for Defendants as defined above at the addresses provided below

10.17.1 All notices to Co-Lead Class Counsel provided for herein, shall be sent by overnight mail and email to:

Alan M. Mansfield
Whatley Kallas LLP
16870 W. Bernardo Dr. Suite 400
San Diego, CA 92127
amansfield@whatleykallas.com

and

Jerry Flanagan
Consumer Watchdog
6330 San Vicente Blvd., Suite 250
Los Angeles, CA 90048
jerry@consumerwatchdog.org

All notices to Thrive Tribe provided for herein shall be sent by overnight mail and email to:

Kevin R. Lussier
Katy S. Bekken
Cruser, Mitchell, Novitz,
Sanchez, Gaston & Zimet, LLP
800 Wilshire Boulevard, 15th Floor
Los Angeles, CA 90017
KLussier@cmlawfirm.com
KBekken@cmlawfirm.com

All notices to Evolve and Goldstein provided for herein shall be sent by overnight mail and email to:

Rob D. Cucher
Law Offices of Rob D. Cucher
9454 Wilshire Blvd., Suite 600
Beverly Hills, CA 90212-2980
cucherlaw@msn.com

All notices to Premier provided for herein shall be sent by overnight mail and email to:


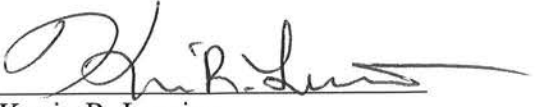
Kamran Salour
Lewis Brisbois Bisgaard & Smith
650 Town Center Dr. Ste 1400
Costa Mesa, California 92626
Kamran.Salour@lewisbrisbois.com

All notices to CDPH provided for herein, shall be sent by overnight mail and email to:

Andrew Edelstein
Deputy Attorney General
Office of the Attorney General
Department of Justice
300 South Spring Street
Los Angeles, CA 90013
Andrew.Edelstein@doj.ca.gov


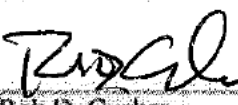
The notice recipients and addresses designated above may be changed by written notice.


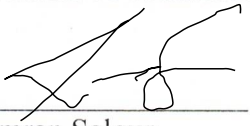
Date:	On behalf of Thrive Tribe, by (sign and print): _____
Date:	On behalf of counsel for Thrive Tribe, by: _____ Kevin R. Lussier KLussier@cmlawfirm.com Katy S. Bekken kbekken@cmlawfirm.com 800 Wilshire Boulevard, 15th Floor Los Angeles, CA 90017
Date:	Gary "Julian" Goldstein on behalf of himself and Evolve Healthcare: _____

Date: 12-01-22	On behalf of Thrive Tribe, by (sign and print):  David Benz (Dec 1, 2022 16:18 CST)
Date: 12-01-2022	On behalf of counsel for Thrive Tribe, by:  Kevin R. Lussier KLussier@cmlawfirm.com Katy S. Bekken kbekken@cmlawfirm.com 800 Wilshire Boulevard, 15th Floor Los Angeles, CA 90017
Date:	Gary "Julian" Goldstein on behalf of himself and Evolve Healthcare:
Date:	On behalf of counsel for Evolve Healthcare and Gary "Julian" Goldstein, by: Rob D. Cucher Law Offices of Rob D. Cucher 9454 Wilshire Blvd., Suite 600 Beverly Hills, CA 90212-2980 cucherlaw@msn.com
Date:	On behalf of Premier, by (sign and print):

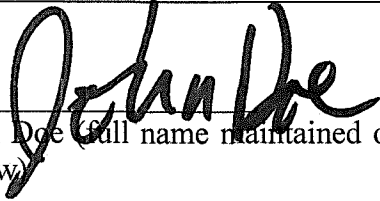
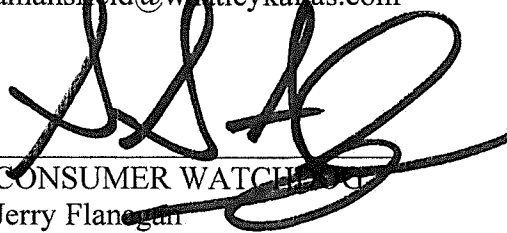
Los Angeles, CA 90013
 Andrew.Edelstein@doj.ca.gov

The notice recipients and addresses designated above may be changed by written notice.

Date:	On behalf of Thrive Tribe, by (sign and print): _____
Date:	On behalf of counsel for Thrive Tribe, by: _____ Kevin R. Lussier KLussier@cmlawfirm.com Katy S. Bekken kbekken@cmlawfirm.com 800 Wilshire Boulevard, 15th Floor Los Angeles, CA 90017
Date: 1/31/23	Gary "Julian" Goldstein on behalf of himself and Evolve Healthcare: 
Date: 1/31/23	On behalf of counsel for Evolve Healthcare and Gary "Julian" Goldstein, by:  Rob D. Cucher Law Offices of Rob D. Cucher 9454 Wilshire Blvd., Suite 600 Beverly Hills, CA 90212-2980 cucherlaw@msn.com

<p>Date: 2/2/23</p>	<p>On behalf of Premier, by (sign and print):</p>  <p>Stephen Samuel</p>
<p>Date: 2/2/23</p>	<p>On behalf of counsel for Premier, by:</p>  <p>Kamran Salour kamran.salour@troutman.com Troutman Pepper 5 Park Plaza Suite 1400 Irvine, CA 92614</p>
<p>Date:</p>	<p>On behalf of California Department of Public Health and Tomás J. Aragón, M.D., Dr. P.H., by (sign and print):</p> <p>_____</p>
<p>Date:</p>	<p>On behalf of counsel for California Department of Public Health and Tomás J. Aragón, M.D., Dr. P.H., by:</p> <p>_____</p> <p>Andrew Edelstein Deputy Attorney General Andrew.Edelstein@doj.ca.gov Office of the Attorney General Department of Justice 300 South Spring Street Los Angeles, CA 90013</p>

	<p>On behalf of Premier, by (sign and print):</p>
Date:	<p>On behalf of counsel for Premier, by:</p> <p>Kamran Salour kamran.salour@troutman.com Troutman Pepper 5 Park Plaza Suite 1400 Irvine, CA 92614</p>
Date: 2/7/2023	<p>On behalf of California Department of Public Health and Tomás J. Aragón, M.D., Dr. P.H., by (sign and print):</p> <p><u>Tomás Aragón</u></p>
Date: 2/7/2023	<p>On behalf of counsel for California Department of Public Health and Tomás J. Aragón, M.D., Dr. P.H., by:</p> <p><u>Andrew Edelstein</u></p> <p>Andrew Edelstein Deputy Attorney General Andrew.Edelstein@doj.ca.gov Office of the Attorney General Department of Justice 300 South Spring Street Los Angeles, CA 90013</p>

Date: 2/1/23	<div data-bbox="613 174 990 373" data-label="Text">  </div> <div data-bbox="540 283 1411 357" data-label="Text"> <p>John Doe (Full name maintained on file by counsel for John Doe below)</p> </div>
Date: 2/1/23	<div data-bbox="540 430 1411 506" data-label="Text"> <p>On behalf of counsel for Plaintiff John Doe, and the Settlement Class, by:</p> </div> <div data-bbox="540 648 1021 945" data-label="Text"> <hr/> <p>WHATLEY KALLAS LLP Alan M. Mansfield (Of Counsel) 16870 W. Bernardo Drive, Suite 400 San Diego, CA 92127 Telephone: (858) 674-6641 Facsimile: (855) 274-1888 amansfield@whatleykallas.com</p> </div> <div data-bbox="557 934 1060 1165" data-label="Text">  </div> <div data-bbox="537 1087 984 1346" data-label="Text"> <hr/> <p>CONSUMER WATCHDOG Jerry Flanagan 6330 San Vicente Blvd. Suite 250 Los Angeles, CA 90048 Telephone: (310) 392-0522 Facsimile: (310) 392-8874 jerry@consumerwatchdog.org</p> </div>


Date:	<p>_____ John Doe (full name maintained on file by counsel for John Doe below)</p>
Date: 2/1/23	<p>On behalf of counsel for Plaintiff John Doe, and the Settlement Class, by:</p> <p></p> <p>_____ WHATLEY KALLAS LLP Alan M. Mansfield (Of Counsel) 16870 W. Bernardo Drive, Suite 400 San Diego, CA 92127 Telephone: (858) 674-6641 Facsimile: (855) 274-1888 amansfield@whatleykallas.com</p> <p>_____ CONSUMER WATCHDOG Jerry Flanagan 6330 San Vicente Blvd. Suite 250 Los Angeles, CA 90048 Telephone: (310) 392-0522 Facsimile: (310) 392-8874 jerry@consumerwatchdog.org</p>

EXHIBIT A

1 **CONSUMER WATCHDOG**

2 Jerry Flanagan (SBN: 271272)

3 jerry@consumerwatchdog.org

4 Daniel L. Sternberg (SBN: 329799)

5 danny@consumerwatchdog.org

6 6330 San Vicente Blvd., Suite 250

7 Los Angeles, CA 90048

8 Tel: (310) 392-0522

9 Fax: (310) 392-8874

10 **WHATLEY KALLAS, LLP**

11 Alan M. Mansfield (of counsel, SBN: 125998)

12 amansfield@whatleykallas.com

13 16870 W. Bernardo Dr., Suite 400

14 San Diego, CA, 92127

15 Tel: (858) 674-6641

16 Fax: (855) 274-1888

17 **Attorneys for Plaintiff**

18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

19 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

20 JOHN DOE, on behalf of himself and all others
21 similarly situated and for the benefit of the general
22 public,

23 Plaintiff,

24 v.

25 CALIFORNIA DEPARTMENT OF PUBLIC
26 HEALTH, *et al.*

27 Defendants.

Case No. 20STCV32364

*[Assigned to the Hon. Lawrence P. Riff in Dept.
7 of Spring Street Courthouse]*

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL OF
SETTLEMENT; CERTIFICATION OF
SETTLEMENT CLASS; AND QUALIFIED
PROTECTIVE ORDER**

1 This matter has been brought before the Court on Plaintiff’s Unopposed Motion for Preliminary
2 Approval of the Settlement between Plaintiff, for himself and on behalf of the Settlement Class, on the
3 one hand, and CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, DR. TOMÁS J. ARAGÓN,
4 Director of the California Department of Public Health (in his official capacity), THRIVE TRIBE
5 FOUNDATION, EVOLVE HEALTHCARE INC., GARY GOLDSTEIN, and GOOD HEALTH INC.
6 d/b/a PREMIER PHARMACY SERVICES (collectively, “Defendants”) on the other (“Motion”), for
7 consideration of, *inter alia*, whether the Settlement reached between the Parties should be preliminarily
8 approved, the proposed Settlement Class preliminarily certified, the Qualified Protective Order
9 permitting CDPH to share the Class List to the Settlement Administrator entered, and the proposed plan
10 for notifying Settlement Class Members approved.¹ The Court having reviewed the submissions of the
11 Parties, and having found that the Parties are entitled to the relief they seek, and for good cause shown,

12 IT IS ORDERED that the Motion is GRANTED, and it is further ORDERED as follows:

13 1. The Court has jurisdiction over the subject matter of the above-captioned litigation and
14 over all Parties to this Settlement, including, without limitation, the Settlement Class as defined below in
15 Paragraph 2, to enter this Order.

16 2. The Court provisionally certifies, for settlement purposes only, the following Settlement
17 Class: All persons to whom the CDPH Mailing was mailed, provided, or sent for delivery, as identified
18 on the Class List.

19 3. The Settlement Agreement submitted with the Motion is preliminarily approved as fair,
20 reasonable, and adequate. The Court finds that Settlement Agreement was arrived at in good faith,
21 following extensive arm’s-length negotiations. The Court finds that the terms of the Settlement
22 Agreement fall within the range of possible approval sufficient to warrant sending notice thereof to the
23 Settlement Class. This finding that the Settlement is reasonable is subject to a final determination to be
24 made after the Final Approval Hearing set forth in Paragraph 7.

25
26
27 ¹ The capitalized terms used in this Preliminary Approval Order shall have the same meaning as defined
28 in the Settlement Agreement except as may otherwise be indicated.

1 4. Based upon the submissions of the Parties, for purposes of the Settlement only, the Court
2 finds as to the Settlement Class that: (a) the members of the Settlement Class are so numerous as to make
3 joinder of them impracticable and that the Settlement Class is ascertainable; (b) there are questions of
4 law and fact common to the Settlement Class as to the reasonableness of the Settlement among other
5 common issues in the *Doe Action*, and such questions predominate over any questions affecting only
6 individual members of the Settlement Class; (c) the Plaintiff's claims and the defenses asserted thereto
7 are typical of the claims of members of the Settlement Class and the defenses asserted thereto; (d) the
8 Plaintiff and Co-Lead Class Counsel have fairly and adequately protected the interests of members of the
9 Settlement Class throughout the *Doe Action*; and (e) a class action is superior to all other available
10 methods for fairly and efficiently resolving the *Doe Action*, considering: (i) the interests of the members
11 of the Settlement Class in individually controlling the prosecution of separate actions; (ii) the extent and
12 nature of the litigation concerning the controversy already commenced by members of the Settlement
13 Class; (iii) the desirability and undesirability of concentrating the litigation of these claims in a particular
14 forum; and (iv) the difficulties likely to be encountered in the management of a class action. The Court
15 has considered the factors set forth in the Local Rules of this Court and has concluded that preliminary
16 approval and notice to the Settlement Class is appropriate and warranted.

17 5. The Court preliminarily approves Plaintiff John Doe as the Class Representative for the
18 Settlement Class.

19 6. The Court preliminarily approves Whatley Kallas, LLP and attorneys for Consumer
20 Watchdog as Co-Lead Class Counsel for the Settlement Class.

21 7. The Final Approval Hearing shall be held before this Court on _____,
22 2023, at _____ a.m. to determine whether (a) the proposed Settlement Class should be finally
23 certified for settlement purposes; (b) the Settlement should be finally approved as fair, reasonable, and
24 adequate and, in accordance with the Settlement's terms; (c) the proposed Final Approval Order and
25 Judgment should be entered; (d) the application of Co-Lead Class Counsel for an award of attorneys'
26 fees, costs and expenses and service awards to the Class Representative should be approved; and (e) any
27 other matters the Court deems necessary and appropriate will also be addressed at the hearing (the "Final
28 Approval Hearing").

1 8. Co-Lead Class Counsel shall submit their motion for entry of the Final Approval Order
2 and motion for attorneys' fees, reasonable costs and expenses and service award to the Class
3 Representative no later than thirty (30) calendar days before the Final Approval Hearing.

4 9. Any Settlement Class Member that has not timely and properly excluded themselves from
5 the Settlement Class in the manner described below may appear at the Final Approval Hearing in person
6 or by counsel and be heard regarding the proposed Settlement; provided, however, that no Settlement
7 Class Member that has elected to exclude themselves from the Settlement Class shall be entitled to object
8 to the Settlement. Any person included within the Settlement Class who wishes to be excluded from
9 membership in the Settlement Class must submit a written request for exclusion to the Settlement
10 Administrator stating "I wish to exclude myself from the Settlement Class in *John Doe v. California*
11 *Department of Health, et al.*, Los Angeles County Superior Court Case No. 20STCV32364" (or
12 substantially similar clear and unambiguous language), no later than forty-five (45) calendar days after
13 the date the Notice of Settlement is mailed to Settlement Class Members by the Settlement Administrator
14 (the "Opt Out Deadline"). For any Settlement Class Member whose Notice of Settlement is re-mailed as
15 provided for in Section 3.7 of the Settlement Agreement and Exhibit H to the Settlement Agreement, the
16 Settlement Class Member's written request to exclude themselves ("opt out") must be postmarked no
17 later than forty-five (45) calendar days after the date the Notice of Settlement is re-mailed by the
18 Settlement Administrator and must contain the same language set forth above. The list of the persons
19 who submit timely and valid opt outs will be maintained by the Settlement Administrator until the terms
20 of the Settlement have been effectuated, and thereafter retained by CDPH. The Settlement Administrator
21 may share information relating to an opt out request with CDPH solely to determine if they are a
22 Settlement Class Member. If a subsequent action or proceeding is initiated against a Released Party
23 concerning the Incident or matters alleged in the Amended Complaint, then CDPH will cooperate with
24 that Released Party to determine whether the claimant or plaintiff in the subsequent action or proceeding
25 submitted a timely and valid opt out request to be excluded from the Settlement Class. Request for
26 exclusion cannot be made on a group or class-wide basis.

27 10. The Notice of Settlement shall inform Settlement Class Members that by submitting a
28 request for exclusion, if they then initiate a subsequent action or proceeding against a Released Party

1 concerning the Incident or matters alleged in the Amended Complaint, then CDPH will cooperate with
2 that Released Party to determine whether they submitted a timely and valid opt out request to be excluded
3 from the Settlement Class.

4 11. The written request for exclusion need only submit the unique identifier provided in the
5 Notice of Settlement assigned to that individual in order to protect their privacy. Requests for exclusion
6 cannot be made on a group or class basis. The written request for exclusion must be sent only to the
7 Settlement Administrator at the address set forth in the Notice of Settlement.

8 12. No later than fourteen (14) calendar days prior to the Final Approval Hearing, the
9 Settlement Administrator may file with the Court in the public docket a list of Settlement Class Members,
10 identified only with their unique claim identification numbers, who timely and validly requested
11 exclusion from the Settlement Class so long as no other information about the Settlement Class Member
12 (such as Protected Health Information or Confidential HIV-related Information) is disclosed.

13 13. All Settlement Class Members who submit valid and timely notices of their request to be
14 excluded from the Settlement Class shall not receive any benefits of or be bound by the terms of the
15 Settlement. Any request for exclusion that fails to satisfy the requirements of this Order or that is not
16 properly and timely submitted as provided in the Settlement, Notice of Settlement, and/or this Order,
17 shall be ineffective and void absent further Court order. Such member of the Settlement Class shall be
18 deemed to have waived all rights to request for exclusion from the Settlement Class and shall be deemed
19 a Settlement Class Member for all purposes pursuant to this Order. All Settlement Class Members who
20 do not timely and properly request exclusion from the Settlement Class will in all respects be bound by
21 all terms of this Settlement Agreement, the Final Approval Order, and any related orders, if entered.

22 14. Settlement Class Members who submit a request for exclusion can revoke or withdraw
23 their request for exclusion by submitting a written request to the Settlement Administrator at the address
24 in the Notice of Settlement stating their desire to revoke their request for exclusion, so long as the
25 revocation request is received no later than three (3) calendar days prior to the Final Approval Hearing.
26 In the event any such withdrawals are received, Co-Lead Class Counsel and/or counsel for Defendants
27 will take appropriate steps to update the Court as necessary.
28

1 15. Any Settlement Class Member who does not submit a written request for exclusion may
2 submit a written objection to the Settlement Administrator explaining why they believe that the
3 Settlement Agreement should not be approved by the Court as fair, reasonable, and adequate. A
4 Settlement Class Member who has not opted out and who wishes to object to any aspect of the Settlement
5 must submit to the Settlement Administrator a written statement of the objection postmarked no later
6 than forty-five (45) calendar days after the date the Notice of Settlement is mailed to Settlement Class
7 Members (the “Objection Deadline”). For any Settlement Class Member whose Notice of Settlement is
8 re-mailed as provided for in Section 3.7 of the Settlement Agreement and Exhibit H to the Settlement
9 Agreement, a written statement of the objection must be postmarked no later than forty-five (45) calendar
10 days after the date the Notice of Settlement is re-mailed to the Settlement Class Member by the Settlement
11 Administrator.

12 16. The written objection must include (i) the unique identifier sent with the Notice of
13 Settlement in order to maintain the confidentiality of the objector; (ii) a detailed statement of all of the
14 objector’s objection(s); (iii) the specific reasons for each objection, including any evidence, legal
15 authority, supporting papers, materials, and briefs the objector contends support the objection and wishes
16 to bring to the Court’s attention; (iv) the name and contact information for all counsel representing the
17 objector; (v) a list of all persons who will be called to testify at the Final Approval Hearing in support of
18 the objection; and (vi) a list, by case name, court, and docket number, of all other cases in which the
19 objector (directly or through counsel) has filed an objection to any proposed class action settlement within
20 the last three (3) years.

21 17. The Settlement Administrator shall promptly notify Co-Lead Class Counsel and Counsel
22 for Defendants of any objections received and whether the objector matches the name of a Settlement
23 Class Member. The Settlement Administrator shall promptly provide copies of any objections to Co-
24 Lead Class Counsel and Counsel for Defendants, with all personally identifying information redacted.
25 Notwithstanding the foregoing, the Settlement Administrator is authorized to disclose to Co-Lead Class
26 Counsel and Counsel for Defendants the name and potentially other identifying information of any
27 objector to the extent that Co-Lead Class Counsel and Counsel for Defendants jointly agree that this
28 information is necessary to adequately respond to the objection.

1 18. The Settlement Administrator shall cause the objections to be filed with the Court in the
2 public docket but only with the unique identification numbers of the Settlement Class Members no later
3 than ten (10) calendar days prior to the Final Approval Hearing or at such other time as ordered by the
4 Court.

5 19. No later than five (5) calendar days prior to the Final Approval Hearing or at such other
6 time as ordered by the Court, Plaintiff shall file a reply in Support of the Motion for Final Approval of
7 Class Action Settlement and/or responses to any filings by objectors to address any valid and timely
8 objections.

9 20. Settlement Class Members (or counsel representing them, if any) may attend the Final
10 Approval Hearing.

11 21. Any Settlement Class Member that does not properly and timely submit an objection to
12 the Settlement in accordance with the provisions of this Order will be considered to have waived any
13 such objection, shall be foreclosed from seeking any review of the Settlement or its terms by appeal or
14 otherwise, and shall be bound by the Settlement, Final Approval Order, and any related orders, including
15 without limitation any and all releases in the Settlement, Final Approval Order, and/or related orders.

16 22. The Court finds that the manner and content of the Notice of Settlement specified in the
17 Settlement Agreement and as described in the Motion and in the form submitted to the Court will provide
18 the best notice practicable to the Settlement Class Members under the circumstances to apprise members
19 of the Settlement Class of the pendency of the *Doe Action*, the terms of the Settlement, and their rights
20 under the Settlement, including without limitation their rights to participate in, object to, or exclude
21 themselves from the Settlement. The Court further finds that the Notice of Settlement and Supplemental
22 Notice are reasonable, constitutes due, adequate and sufficient notice to all persons entitled to receive
23 notice, and meet the requirements of due process, and all other legal requirements. The Court hereby
24 directs that notice be given pursuant to the terms set forth in the Settlement Agreement and in accordance
25 with the plan for providing notice submitted in connection with the Motion, provided that the Parties, by
26 agreement, may revise the Notice of Settlement or Supplemental Notice in ways that are not material, or
27 in ways that are appropriate to update those documents for purposes of accuracy.

1 23. If the Settlement is finally approved, the Court shall enter a Final Judgment and Final
2 Approval Order substantially in the form of Exhibits C and D to the Settlement Agreement. Such order
3 and judgment shall be fully binding with respect to the Plaintiffs, all Settlement Class Members, and the
4 Released Parties.

5 24. If the Settlement is not finally approved by the Court or is terminated in accordance with
6 the terms of the Settlement, the Settlement shall automatically become null and void and be of no further
7 force and effect and shall be without prejudice to the rights of the Parties, all of which shall be restored
8 to their respective positions existing immediately before this Court entered this Order, and neither the
9 Settlement (including any Settlement-related filings) nor the Court's orders, including this Order, relating
10 to the Settlement shall be used or referred to for any purpose whatsoever; provided, however, that the
11 Qualified Protective Order shall remain in effect, and the Parties shall take all necessary and appropriate
12 steps to maintain the confidentiality of Plaintiff's and Class Members' Protected Health Information and
13 Confidential HIV-related Information.

14 25. If the Settlement is not finally approved or is terminated in accordance with its terms,
15 then this Order shall not be construed or used as an admission, concession, or declaration by or against
16 Defendants of any fault, wrongdoing, breach, or liability; shall not be construed or used as an admission,
17 concession, or declaration by or against the Class Representative or any Settlement Class Member that
18 their claims lack merit or that the relief requested is inappropriate, improper, unavailable; and shall not
19 constitute a waiver by any Party of any defense (including without limitation any defense to class
20 certification) or claims it may have in the *Doe Action* or in any other lawsuit or proceeding.

21 26. Pending final determination of whether the settlement embodied in the Settlement
22 Agreement is to be finally approved, the *Doe Action* and/or any other related proceedings are stayed. In
23 addition, during this period, all Settlement Class Members are enjoined from, either directly,
24 representatively, derivatively, or in any other capacity, filing, commencing, prosecuting, intervening in,
25 participating in and/or maintaining, as plaintiffs, claimants, or class members in any other lawsuit, in any
26 jurisdiction (whether state, federal or otherwise), against the Released Parties arising out of the facts
27 described in the CDPH Notice and the Amended Complaint, except that any individuals may opt out of
28

1 the Settlement pursuant to the terms of this Order and proceed on an individual basis with their own
2 individual litigation.

3 27. For purposes of avoidance of doubt as to the deadlines set forth in this Order, the
4 Settlement, as preliminarily approved in this Order, shall be administered according to its terms pending
5 the Final Approval Hearing.

6 28. Deadlines arising under the Settlement and this Order include but are not limited to the
7 following:

8 A. Mailing of Notice of Settlement: _____

9 B. Settlement Administrator to provide Court with Declaration confirming notice was
10 provided in accordance with terms of Settlement Agreement: _____

11 C. Deadline to Opt Out: _____

12 D. Deadline to Object: _____

13 E. Filing of Motion for Final Approval of Settlement, approval of attorneys' fees, reasonable
14 costs and expenses, and Class Representative Payment: _____

15 F. Replies in Support of Final Approval Motion and Fee Motion/Responses to Objections:
16 _____

17 G. Final Approval Hearing: _____

18 29. The Court hereby appoints JND Legal Administration as the "Settlement Administrator"
19 to perform all responsibilities assigned to the Settlement Administrator in the Settlement Agreement. The
20 qualifications and experience of the Settlement Administrator are reflected in Exhibit G to the Settlement
21 Agreement, which is the Declaration of Jennifer Keough. The Settlement Administrator is hereby
22 directed to carry out and fulfill its obligations as set forth in the Settlement Agreement and Exhibit H of
23 the Settlement Agreement, the requirements of this Order and any subsequent order of the Court, and all
24 other provisions concerning the protection of PHI and Confidential HIV-related Information.

25 30. The Settlement Administrator will prepare and submit to Co-Lead Class Counsel and
26 Counsel for Defendants a declaration confirming that notice was provided to the Settlement Class in
27 accordance with the Settlement within seven (7) calendar days of a request therefor, and upon request a
28

1 declaration additionally confirming that any protected information to which it has access has been
2 handled in accordance with the terms of this Order.

3 31. The Court finds that the Class List may include PHI, as that term is defined in 45 C.F.R.
4 § 160.103, or Confidential HIV-related Information that is protected by the Health Insurance Portability
5 and Accountability Act of 1996 (“HIPAA”) Privacy Rule, *see* 45 C.F.R. Parts 160 and 164, or applicable
6 state laws, including relevant provisions of the Information Practices Act of 1977, the AIDS Public
7 Health Records Confidentiality Act, and the Confidentiality of Medical Information Act. This Order
8 provides the requisite satisfactory assurances that HIPAA and these state laws require before the
9 disclosure of PHI or Confidential HIV-related Information.

10 32. The Court finds by clear and convincing evidence that Plaintiff has demonstrated a
11 compelling need that cannot be accommodated by other means for CDPH to disclose the Class List to
12 the Settlement Administrator for purposes of effectuating the notice and administration provisions of the
13 Settlement, which is directly connected to administration of the AIDS Drug Assistance Program. In
14 assessing this compelling need, the Court has weighed the need for disclosure against the privacy right
15 of the individuals whose PHI or Confidential HIV-related Information may be contained in the Class List
16 against any disservice to the public interest that might result from the disclosure, such as discrimination
17 against the individual or the deterrence of others from being tested for HIV or AIDS. This Order provides
18 the requisite satisfactory assurances for the protection of PHI under HIPAA. *See* 45 C.F.R. §
19 164.512(e)(1). The Settlement Administrator and each of its employees, agents and/or others accessing
20 information through the Settlement Administrator in this case, shall agree in writing to be bound by this
21 Order, including the Qualified Protective Order herein, and shall execute Exhibit A hereto.

22 33. The Court therefore Orders that CDPH is hereby authorized to provide the Settlement
23 Administrator the Class List for purposes of providing notice of the Settlement and administering the
24 Settlement within ten (10) calendar days following both (a) the entry and docketing of this Order and (b)
25 CDPH’s receipt of the Settlement Administrator’s agreement in writing in the form of Exhibit A to this
26 Order to be bound by this Order and the Qualified Protective Order herein.

27 34. In accordance with the HIPAA Privacy Rule, 45 C.F.R. § 164.512(e)(1)(v)(A) and Health
28 and Safety Code §§ 120970(i) and 121025, this Order specifically prohibits the Settlement Administrator

1 from using or disclosing any information in the Class List, including but not limited to the PHI or
2 Confidential HIV-related Information, for any purpose other than to carry out its duties and obligations
3 set forth in the Settlement Agreement. Also, in accordance with the HIPAA Privacy Rule, 45 C.F.R.
4 § 164.512(e)(1)(v)(B), and California law, once the Settlement Administrator's obligations under the
5 Settlement have been fully completed, the Settlement Administrator shall destroy its copy of the Class
6 List, PHI, or Confidential HIV-related Information disclosed under this Order, using the appropriate
7 guidelines for the media type as described in the prevailing "National Institute of Standards and
8 Technology – Special Publication 800-88 – Media Sanitization Decision Matrix." The list of the persons
9 who submit timely and valid opt outs or objections will be maintained by the Settlement Administrator
10 until the terms of the settlement have been effectuated, and thereafter retained by CDPH. The Settlement
11 Administrator may share information relating to an opt out request or objection with CDPH to determine
12 if they are a Settlement Class Member. In addition, the Settlement Administrator may provide a list to
13 CDPH, Premier, Evolve and Goldstein of those Settlement Class Members who returned the executed
14 Supplemental Notice (and authorization) for the sole purpose of deleting (or rendering inactive and
15 ultimately deleting the data in regard to Premier Pharmacy) those Settlement Class Members' information
16 from the relevant defendant's computer or email systems, as applicable. Evolve and Goldstein shall
17 process those deletions promptly. Premier Pharmacy is required to retain certain data pursuant to state
18 law, federal law, and provider contracts. If state law, federal law, or a provider contract prohibits Premier
19 from immediately deleting the Class Members' data, then Premier will (1) render that Class Members'
20 data inactive in a manner agreed to by Premier, Co-Lead Class Counsel, and CDPH (or as directed by
21 the Court if agreement cannot be reached), and (2) not use, sell, convey or transfer that data in any way
22 except as required by state law, federal law, or provider contract. Premier Pharmacy shall delete all data
23 pertaining to the Settlement Class Members that executed a Supplemental Notice following the first date
24 when such deletion would not violate any applicable state law, federal law, or provider contract.

25 35. At no time shall the Settlement Administrator share the Class List or any information
26 contained in the Class List, or any PHI, any Confidential HIV-related Information, with the Court, the
27 Parties, Co-Lead Class Counsel, Counsel for Defendants other than CDPH, or any other person or entity,
28 without an HIV-specific authorization form that is signed by the Settlement Class Member whose

1 information is to be disclosed (or by someone with legal authorization to sign on their behalf), except
2 that the Settlement Administrator shall comply with any federal and state tax laws and required reporting
3 and withholding with respect to this Settlement. The Supplemental Notice, attached as Ex. N to the
4 Settlement Agreement, is such an HIV-specific authorization form. The Settlement Administrator shall
5 retain a list of all persons with access to the Class List, PHI, and/or Confidential HIV-related Information,
6 and shall set up its systems in a manner that only persons with a need to access such information will be
7 able to do so and their access will be terminated when not needed.

8 36. The Settlement Administrator shall develop a unique number identifier system so that it
9 can communicate with and about Settlement Class Members without including or identifying any PHI or
10 Confidential HIV-related Information or identifying names, addresses or other identifying information
11 belonging to any Settlement Class Member. The unique identifier system shall be reviewed and approved
12 by the Parties. All Parties and their counsel shall cooperate in good faith to respect the privacy and
13 confidentiality of all Settlement Class Members' PHI, Confidential HIV-related Information, and
14 personally identifying information.

15 37. The Class List delivered by CDPH to the Settlement Administrator pursuant to the
16 Settlement Agreement and as ordered by the Court, and any other information submitted by any
17 Settlement Class Members to the Settlement Administrator, will be recorded by the Settlement
18 Administrator in a computerized database that will be securely and confidentially maintained by the
19 Settlement Administrator in accordance with HIPAA and all other applicable federal, state and local laws,
20 regulations and guidelines, including, without limitation, any laws concerning heightened privacy for
21 Confidential HIV-related Information. Backups of this data may be maintained solely for purposes of
22 administering the Settlement so long as the backup is securely and confidentially maintained by the
23 Settlement Administrator in accordance with HIPAA and all other applicable federal, state and local laws,
24 regulations and guidelines, including, without limitation, any laws concerning heightened privacy for
25 Confidential HIV-related Information. The Settlement Administrator must: (a) designate specifically-
26 assigned employees to handle its administration of this Settlement, who shall be trained concerning their
27 legal duties and obligations arising out of this Settlement with respect to the information that they are
28 provided; (b) review the notices to be mailed to Settlement Class Members in the form they will actually

1 be mailed to verify no PHI or Confidential HIV-related Information (or other sensitive information) is
2 visible from the outside of the mailing without opening it; (c) ensure that all of the information it receives
3 is used properly in accordance with HIPAA and all other applicable federal, state and local laws and
4 solely for the purpose of administering this Settlement; and (d) ensure that an orderly system of data
5 management and maintenance is adopted and implemented. The Settlement Administrator will keep the
6 database (and any backup) in a form that grants access for purposes of administering this Settlement only,
7 and shall restrict access rights only to the least possible number of employees of the Settlement
8 Administrator who are working directly on the administration of this Settlement (until destroyed pursuant
9 to Paragraph 34 above). The Settlement Administrator shall notify the Court, Co-Lead Class Counsel,
10 and counsel for Defendants in writing if there is any breach of applicable privacy laws in any respect in
11 accordance with the timing requirements set forth in HIPAA and any applicable California law.

12
13 DATED: _____, 2023

HON. LAWRENCE P. RIFF

EXHIBIT A

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

JOHN DOE, on behalf of himself and all others
similarly situated and for the benefit of the general
public,

Plaintiff,

v.

CALIFORNIA DEPARTMENT OF PUBLIC
HEALTH, *et al.*

Defendants.

Case No. 20STCV32364

*[Assigned to the Hon. Lawrence P. Riff in Dept.
7 of Spring Street Courthouse]*

**ACKNOWLEDGMENT OF
UNDERSTANDING AND AGREEMENT
TO BE BOUND**

The undersigned hereby acknowledges that he or she has read the Order dated _____, in the above captioned action, understands the terms thereof, and agrees to be bound by the Order and all of its terms. The undersigned submits to the jurisdiction of the Superior Court of the State of California, County of Los Angeles in matters relating to the Order and understands that the terms of said Order obligate him/her to use PHI and/or Confidential HIV-related Information solely for the purposes of administering the settlement in the above-captioned action, which is directly connected to administration of the AIDS Drug Assistance Program or the Office of AIDS Health Insurance Premium Payment Program, and not to disclose any such confidential information to any other person, firm, or concern, except as expressly authorized in the Order.

The undersigned acknowledges that violation of the Order may result in penalties for contempt of court.

Name: _____
Job Title: _____
Employer: _____
Business Address: _____

Date: _____

Signature

EXHIBIT B

Your unique Class Member ID is [XXXXXXX].

If you participated in certain health programs sponsored by the California Department of Public Health before June 2019, your rights may be affected by a class action lawsuit.

The Superior Court of the State of California for Los Angeles County authorized this Notice. This is not a solicitation from a lawyer.

- A participant (referred to as "Plaintiff") in two health programs sponsored by the California Department of Public Health ("CDPH") has sued CDPH and its Director Dr. Tomás J. Aragón, Thrive Tribe Foundation ("Thrive Tribe"), Evolve Healthcare, Gary "Julian" Goldstein, and Premier Pharmacy (collectively, "Defendants"). Plaintiff alleges that the Defendants disclosed or received your health and other confidential information without your authorization or consent, or failed to protect your information. Defendants dispute that they have done anything wrong and believe that they have complied with all applicable laws. The Court has not decided which side is right.
- A settlement has been reached in this lawsuit. The Settlement will require certain Defendants to change their practices and provide you the option of deleting any information Defendants may have about you from their computer systems as explained in this Notice. Under the terms of the Settlement, **you will also receive an estimated Settlement Payment of \$1,750**. You do not need to file a claim to receive the Settlement Payment.
- All individuals enrolled in CDPH's AIDS Drug Assistance Program ("ADAP") and the Office of AIDS Health Insurance Premium Payment Program ("OA-HIPP") whose information was disclosed without their authorization or consent and were sent notice from CDPH in or about June 2020 are members of the Settlement Class (and are referred to as Settlement Class Members). If you are a Settlement Class Member, then you are part of this Settlement. Your legal rights are affected whether you act or don't act. Read this notice carefully.
- Important: If this Notice was **not** sent to you in the mail by the Settlement Administrator (e.g., this Notice was sent to someone else but you are reading it now), but you believe you are a Settlement Class Member, you **MUST** contact the Settlement Administrator to receive any benefits under this Settlement, including the estimated Settlement Payment of \$1,750 and certain non-monetary benefits.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT:

DO NOTHING

You will automatically receive the Settlement Payment in the estimated amount of \$1,750 if you are a Settlement Class Member. By doing nothing, you are choosing to stay in the Settlement and you are entitled to the monetary and non-monetary benefits described in this Notice of Settlement, including requiring certain Defendants to delete your information. You will also give up the right to sue Defendants on your own about the legal claims resolved by the Settlement.

You do not have to file a claim to automatically receive the estimated Settlement Payment described above.

SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

Your unique Class Member ID is [XXXXXXX].

OBJECT	<p>You may write to the Court about what you don't like about the Settlement. In order to object to the Settlement, you must stay in the lawsuit and be bound by the Settlement and its releases. If you want to object, you must do so in writing and in accordance with the procedures in the Settlement Agreement (which are described in this Notice). Your written objection must be postmarked no later than [DATE].</p> <p>For any Settlement Class Member whose Notice of Settlement is re-mailed as provided for in the Settlement Agreement, a written statement of the objection must be postmarked no later than forty-five (45) calendar days after the date the Notice of Settlement is re-mailed to the Settlement Class Member by the Settlement Administrator.</p> <p>[The Settlement Administrator will include a one-page insert in the Notice of Settlement package for any re-mailed Notices providing the revised objection and op-out deadlines.]</p>
OPT OUT AND EXCLUDE YOURSELF	<p>Get out of this Settlement. You will give up your right to <u>any</u> benefits from the Settlement, including requiring certain Defendants to delete your information. You will <u>not</u> receive the Settlement Payment described above or any other compensation. However, you will keep your rights to bring your own lawsuit. If you want to opt out and exclude yourself, you must do so in writing and in accordance with the procedures in the Settlement Agreement (which are described in this Notice). Your written opt-out notice must be postmarked no later than [DATE].</p> <p>For any Settlement Class Member whose Notice of Settlement is re-mailed as provided for in the Settlement Agreement, the Settlement Class Member's written request to opt out must be postmarked no later than forty-five (45) calendar days after the date the Notice of Settlement is re-mailed by the Settlement Administrator.</p> <p>[The Settlement Administrator will include a one-page insert in the Notice of Settlement package for any re-mailed Notices providing the revised objection and op-out deadlines.]</p>

NOTICE OF CLASS ACTION SETTLEMENT ("NOTICE")

What This Notice Contains

- | | | |
|----|---|---|
| 1. | WHAT IS THIS LAWSUIT AND SETTLEMENT ABOUT? | 3 |
| 2. | WHY SHOULD I READ THIS NOTICE? | 3 |
| 3. | WHY IS THIS LAWSUIT A CLASS ACTION?..... | 4 |
| 4. | HOW DO I KNOW IF I AM INCLUDED IN THE SETTLEMENT? | 4 |
| 5. | WHAT ARE THE TERMS OF THE SETTLEMENT? | 5 |
| 6. | WHAT AM I GIVING UP AS PART OF THIS SETTLEMENT? | 7 |
| 7. | HOW DO I GET A PAYMENT? | 8 |
| 8. | WHEN WILL I GET PAID? | 8 |

QUESTIONS? CALL 1-XXX-XXX-XXXX TOLL FREE OR VISIT www.ThriveTribeSettlement.com

SI NECESITA ASISTENCIA EN ESPAÑOL, POR FAVOR LLAME AL 1-XXX-XXX-XXXX
PARA UNA NOTIFICACIÓN EN ESPAÑOL, www.ThriveTribeSettlement.com

Your unique Class Member ID is [XXXXXXX].

9.	HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?	8
10.	HOW DO I OBJECT TO THE SETTLEMENT?	9
11.	CAN DEFENDANTS RETALIATE AGAINST ME FOR PARTICIPATING IN THIS SETTLEMENT?	10
12.	WHO ARE THE ATTORNEYS REPRESENTING THE CLASS?	10
13.	HOW WILL THE ATTORNEYS FOR THE SETTLEMENT CLASS BE PAID?	11
14.	HOW WILL THE CLASS REPRESENTATIVES BE PAID?	11
15.	WHAT HAPPENS IF I DO NOTHING?	11
16.	WHO MAY I CONTACT IF I HAVE FURTHER QUESTIONS?	11

1. What is this Lawsuit and Settlement About?

You are receiving this Notice of Settlement because you have been identified as being part of a group of people whose protected health information (“PHI”), including their HIV status, is alleged to have been disclosed or received without your authorization or consent by certain Defendants as part of CDPH’s administration of the ADAP and OA-HIPP programs. Individuals who were enrolled in CDPH’s ADAP and OA-HIPP programs by Thrive Tribe prior to June 2019 might have been affected.

As a result of the disclosure, the Plaintiff filed suit against CDPH and its director Dr. Tomás J. Aragón, Thrive Tribe, Evolve Healthcare, Gary “Julian” Goldstein, and Premier Pharmacy. The lawsuit is *John Doe v. California Department of Public Health et al.*, No. 20STCV32364, and was filed in the Superior Court of California for Los Angeles County (the “Lawsuit”). In the Lawsuit, Plaintiff alleges that ADAP and OA-HIPP participants’ PHI was improperly disclosed.

The Settlement resolves the Lawsuit as to all Defendants. Adherence Project, which was named in the initial Complaint as a defendant, is a non-profit entity that has confirmed under penalty of perjury that it is not in possession of any of the data in question and does not have any assets or insurance. Adherence Project has been dismissed as a defendant and is not part of the Settlement.

The Settlement has been preliminarily approved by the Superior Court of the State of California for Los Angeles County (the “Court”), which is the Court overseeing the Lawsuit. This Notice provides information about the Lawsuit, the Settlement, and your options as a Settlement Class Member. Please read this Notice carefully because it affects your legal rights. The Court authorized sending this Notice of Settlement to you. This is not a solicitation from a lawyer.

2. Why Should I Read This Notice?

You are receiving this Notice of Settlement because CDPH’s records show that your information was part of the alleged unauthorized disclosure. As a result, you are a member of the Settlement Class. Members of the Settlement Class are referred to as Settlement Class Members. Your rights are affected by the Settlement, so you should read this Notice of Settlement carefully.

The Plaintiff in the Lawsuit alleged that Settlement Class Members’ PHI was disclosed by a former employee of Thrive Tribe to Evolve Healthcare, Gary “Julian” Goldstein, and Premier Pharmacy.

Your unique Class Member ID is [XXXXXXX].

Adherence Project, which was named in the initial Complaint as a defendant, is a non-profit entity that has confirmed under penalty of perjury that it is not in possession of any of the data in question and does not have any assets or insurance. Adherence Project has been dismissed as a defendant and is not part of the Settlement.

Following an extensive mediation process overseen by two mediators, Plaintiff and Defendants CDPH, Thrive Tribe, Evolve Healthcare, Gary "Julian" Goldstein, and Premier Pharmacy have reached a settlement that has been preliminarily approved by the Court overseeing the Lawsuit. **All Settlement Class Members who do not opt out shall automatically receive the estimated Settlement Payment of \$1750. Settlement Class Members do not need to submit a claim form to receive payment.**

Important: If this Notice of Settlement was sent to someone else but you are reading it now and you believe you are a Settlement Class Member, you MUST contact the Settlement Administrator to determine if you are entitled to receive any benefits under this Settlement.

The Court will hold a hearing to consider whether the Settlement should be finally approved, as well as whether to approve requested Attorneys' Fees and Costs, and a Class Representative Payment to Plaintiff among other things. The Court will hold this Final Approval Hearing on **[Month, Day, Year]** at **[Time]**, at the Superior Court of California for Los Angeles County, Spring Street Courthouse, Department 7, 312 North Spring Street, Los Angeles, California, 90012. Additional information about this case, the Settlement, or any changes to the date and time of the Final Approval Hearing can be found at www.ThriveTribeSettlement.com.

3. Why is this Lawsuit a Class Action?

In a class action, one or more people called representative plaintiffs or class representatives sue on behalf of all people who have similar claims. Together, all of these people are called a class and the individuals are called class members. One court resolves the issues for all class members, except for those who exclude themselves (opt out) from the class. Here, in this Settlement, the Plaintiff is the Class Representative, and this Settlement resolves the claims of all Settlement Class Members who do not opt out of the Settlement against the Defendants. Details about the Settlement, including the Settlement benefits as well as what Settlement Class Members are giving up in this Settlement, are set forth in this Notice of Settlement and in the Settlement Agreement, a copy of which is available at www.ThriveTribeSettlement.com.

The Court did not issue a ruling in favor of the Plaintiff or Defendants. Rather, both sides, with the assistance of two mediators, agreed to a settlement. The Settlement is not an admission that Defendants did something wrong, but rather is a compromise to end the lawsuit. By agreeing to settle, both sides avoid the cost and risk of a trial, and allow Settlement Class Members who do not opt out to receive compensation. The Class Representative and his attorneys believe the Settlement is fair, reasonable, and adequate and, thus, best for the Settlement Class.

4. How Do I Know if I am Included in the Settlement?

You are included in the Settlement if your information was part of the ADAP or OA-HIPP disclosure. Information about the disclosure is set forth above in Question 1.

Your unique Class Member ID is [XXXXXXX].

5. What Are the Terms of the Settlement?

Under the terms of the Settlement, a copy of which is available at www.ThriveTribeSettlement.com, Defendants have agreed to pay the total cash amount of \$1,600,000 (the "Settlement Fund") to settle all claims arising out of or relating to the alleged disclosure of PHI (and other sensitive health-related information), and/or the facts and allegations in the Amended Complaint filed in the Action. The combined value of the Settlement Fund and non-monetary relief summarized below is estimated to be \$3,900,000. None of this money will be returned to Defendants. For a detailed description of the claims that Settlement Class Members are releasing, please see Question 6.

The Settlement Fund will be used to pay: (a) the Settlement Payments to all Settlement Class Members; (b) all settlement administration fees and costs that exceed a Settlement Administration Cap of \$40,000 as approved by the Court; (c) Plaintiff's counsel's Attorneys' Fees and Costs approved by the Court; and (d) any Class Representative Payment approved by the Court. The "Net Settlement Fund" is the amount left in the Settlement Fund after the Court-approved deductions for settlement administrator fees and costs that exceed the Settlement Administration Cap, Attorneys' Fees and Costs, and Class Representative Payment.

A. **Settlement Payment:** All Settlement Class Members who do not opt out will automatically receive an estimated payment of \$1,750 without having to submit a claim form. In other words, you do not need to do anything to automatically receive this amount. The final amount of the Settlement Payment that Settlement Class Members will receive depends on the number of Settlement Class Members that opt-out of the Settlement, the number of undeliverable Notices of Settlement, the amount of Attorneys' Fees and Costs approved by the Court and the amount of the Class Representative Payment approved by the Court, as well as whether there are additional administration costs that exceed the Settlement Administration Cap as approved by the Court. Because these payments and the number of Settlement Class Members who opt-out and the number undeliverable Notices will not be known until the Settlement is complete, the final amount of the Settlement Payment may be lower or higher than the estimated payment. The Settlement Payment will be mailed in the form of a check or checks. You will not receive a Settlement Payment if you opt-out of the Settlement Class or if your Notice of Settlement is returned as undeliverable.

B. **Remaining Funds/Uncashed Checks.** If there is money remaining in the Net Settlement Fund after deducting the Settlement Payments for all Settlement Class Members, Attorneys' Fees and Costs, the Class Representative Payment, and settlement administration costs in excess of the Settlement Administration Cap, and the passing of the deadline for negotiating all Settlement Payment checks, then the remaining money shall be distributed to a *cy pres* entity, AIDS Project Los Angeles also known as APLA Health.

In addition to the Settlement Payment, Thrive Tribe agrees to take the following actions:

A. Thrive Tribe shall destroy any computer hard drives and other storage devices of any kind that may contain any confidential information relating to Settlement Class Members. The data that must be destroyed includes any private, personal, and medical information (excluding name, address, or other contact information) of any individuals who Thrive Tribe enrolled in the ADAP and OA-HIPP programs prior to June 2019.

B. Thrive Tribe shall permanently delete any confidential or other information relating to Settlement Class Members stored in the cloud or on servers.

C. Thrive Tribe shall destroy any hard copies of any information that contain any confidential or other identifying information for all Settlement Class Members.

Your unique Class Member ID is [XXXXXXX].

D. A representative of Thrive Tribe further agrees to provide an affidavit under penalty of perjury that Thrive Tribe complied with these requirements. CDPH shall have the right, at its sole discretion, to decide whether to audit the veracity of the affidavit by completing a site inspection of all computer systems, storage devices, and/or cloud storage and/or servers within thirty (30) days of receiving the affidavit.

Premier Pharmacy agrees to take the following actions:

A. Based on a reasonable search and investigation of its data environment, Premier represents that to the extent Premier's environment contains a Settlement Class Member's PHI and/or Confidential HIV-related Information, such information can be electronically stored only (1) on Premier's servers (and those servers can be accessed and searched, in full, by the DocuTrak system), (2) within Premier's email system, or (3) on an individual user's computer (and those individual computers can be searched, in full, on the OneDrive system). Premier further represents that any such information stored on its servers can, and already has been searched by CDPH using Premier's DocuTrak system. To the extent any such information is stored within Premier's email system or OneDrive system, Premier represents that such information can be searched using the eDiscovery tool found within the Microsoft Purview Compliance Portal. Premier will allow and assist CDPH's usage of Premier's Purview Compliance Portal to detect any readily evident Settlement Class Member's PHI and/or Confidential HIV-related Information. CDPH's effort is limited to use of the Microsoft Purview Compliance Portal and only to the extent reasonable under the circumstance to detect undeleted information.

B. Have the Settlement Administrator provide any Settlement Class Member whom CDPH identifies (pursuant to the preceding paragraph) as possibly having been entered (1) in any Premier server (as identified by the DocuTrak system), email system, or an individual user's computer (as identified by the OneDrive system) for the first time after April 1, 2019 (in addition to the 125 Settlement Class Members whom CDPH previously identified), and (2) who do not opt out of the Settlement the opportunity to render inactive and subsequently delete his, her or their name and any PHI and/or Confidential HIV-related Information. CDPH and Premier will work in good faith to complete the review of Premier's email system and OneDrive system in a timely manner.

Premier Pharmacy is required to retain certain data pursuant to state law, federal law, and provider contracts. If state law, federal law, or a provider contract prohibits Premier from immediately deleting the Class Members' data, then Premier will (1) render that Class Members' data inactive in a manner agreed to by Premier, Co-Lead Class Counsel, and CDPH (or as directed by the Court if agreement cannot be reached), and (2) not use, sell, convey or transfer that data in any way except as required by state law, federal law, or provider contract. Premier Pharmacy will permanently delete all data pertaining to Settlement Class Members as soon as it may do so.

C. A representative of Premier further agrees to provide Co-Lead Class Counsel an affidavit under penalty of perjury that these obligations have been complied with within 30 calendar days of the Effective Date. If any data must be rendered inactive and retained as noted above, Premier will provide an additional affidavit under penalty of perjury within 30 calendar days after permanently deleting any previously inactive and retained data. CDPH shall have the right, at its sole discretion, to decide whether to audit the veracity of either affidavit by completing a further inspection of Premier's servers, OneDrive system, and/or email system within thirty (30) calendar days of receiving the affidavit(s).

[Included in this mailing is a form that you must complete and return to inform Premier of your decision about your data]. OR [The Settlement Administrator will mail you a form that you must complete and return to inform Premier of your decision about your data].

Your unique Class Member ID is [XXXXXXX].

Evolve Healthcare and Gary “Julian” Goldstein agree to take the following actions:

A. Participate in a review of the hard drive of a laptop computer, which Evolve Healthcare and Gary “Julian” Goldstein represent is the only potential location of stored files in their possession, custody or control, to be conducted by CDPH Information Technology Services Division (ITSD) personnel who will forensically preview and perform a keyword search of Settlement Class Member names for any readily evident Settlement Class Member’s PHI and/or Confidential HIV-related Information. CDPH ITSD will perform this function using Opentext Encase Digital Forensic Software while utilizing Tableau hardware write blockers to image the hard drive in its original state and determine if that laptop contains any readily evident Settlement Class Member’s PHI and/or Confidential HIV-related Information. CDPH, Evolve Healthcare, and Gary “Julian” Goldstein will work in good faith to complete the review of Evolve Healthcare and Gary “Julian” Goldstein’s laptop computer in a timely manner. CDPH ITSD may need, and is entitled to, up to five business days’ possession of the hard drive. Any image or copy of the hard drive will be kept strictly confidential, used for the sole purpose of the objective set forth in this section, and either returned to Goldstein or destroyed by CDPH once the objective is completed.

B. Have the Settlement Administrator provide any Settlement Class Member whom CDPH identifies (pursuant to the preceding paragraph) as having possibly been (1) entered on that laptop computer for the first time on or after April 1, 2019, and (2) who do not opt out of the Settlement, the opportunity to remove his, her or their name and/or any PHI and/or Confidential HIV-related Information from the laptop computer.

C. Evolve Healthcare and Gary “Julian” Goldstein further agree to provide Co-Lead Class Counsel an affidavit under penalty of perjury that these obligations have been complied with within 30 calendar days of the Effective Date. CDPH shall have the right, at its sole discretion, to decide whether to audit the veracity of the affidavit by completing a further inspection of the laptop within thirty (30) calendar days of receiving the affidavit.

[Included in this mailing is a form that you must complete and return to inform Evolve Healthcare and Gary “Julian” Goldstein of your decision about your data]. OR [The Settlement Administrator will mail you a form that you must complete and return to inform Evolve Healthcare and Gary “Julian” Goldstein of your decision about your data].

6. What am I giving up as part of this Settlement?

In order to obtain your Settlement benefits you will give up the right to sue the Defendants for any claims related to the unauthorized disclosure described in response to Question 1.

The full release in Section 7.1 of the Settlement Agreement provides:

In consideration of the benefits provided to Settlement Class Members as described in the Settlement Agreement, upon the Effective Date, Plaintiff and each Settlement Class Member who does not opt out of the Settlement, on their own behalf and on behalf of their respective predecessors, successors, assigns, assignors, representatives, attorneys, agents, trustees, insurers, heirs, estates, beneficiaries, executors, administrators, and any natural, legal, or juridical person or entity to the extent he, she, they or it is or will be entitled to assert any claim on behalf of any Settlement Class Member (collectively, the “Releasors”), shall automatically be deemed to have, and by operation of the Final Approval Order shall have, completely, fully, finally, irrevocably, and forever released, relinquished, and discharged the Released Parties, and each of them, of and from any and all liabilities, rights, claims, actions, causes of action, demands, damages, penalties, costs, attorneys’ fees, losses, and remedies, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal,

Your unique Class Member ID is [XXXXXXX].

statutory, or equitable, that are based on the facts alleged in the Amended Complaint (collectively, the “Released Claims”).

7. How Do I Get a Payment?

You will *automatically* receive an estimated Settlement Payment in the amount of \$1,750 if you are a Settlement Class Member. You do not need to file a claim. The Settlement Payment will be mailed in the form of a check or checks to each Settlement Class Member who does not opt-out of the Settlement Class and whose Notice of Settlement is not returned as undeliverable.

The actual Settlement Payment that Settlement Class Members will receive depends on the number of Settlement Class Members that opt-out of the Settlement, the number of undeliverable Notices of Settlement, the amount of Attorneys’ Fees and Costs approved by the Court and the amount of the Class Representative Payment approved by the Court, as well as whether there are additional administration costs that exceed the amount of the Settlement Administration Cap as approved by the Court. Because these payments and the number of Settlement Class Members who opt-out and the number undeliverable Notices will not be known until the Settlement is complete, the final amount of the Settlement Payment may be lower or higher than the estimated payment.

Important - If this Notice of Settlement was not sent to you in the mail (e.g., this Notice was sent to someone else but you are reading it now), and you believe you are a Settlement Class Member, you **MUST** contact the Settlement Administrator to receive any benefits under this Settlement, including the estimated Settlement Payment. It is also your responsibility to let the Settlement Administrator know if your mailing address changes at any time before you receive a Settlement Payment or if you want future mail sent to a different mailing address. If you fail to keep your address current, you may not receive your benefits under the Settlement.

8. When Will I Get Paid?

The Court will hold a Final Approval Hearing on **[Month, Day, Year]** to decide whether to finally approve the Settlement. If the Court approves the Settlement, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Please be patient. Additional information about this case, the timing of any settlement payments, or any changes to the time and date of the Final Approval Hearing will be posted at www.ThriveTribeSettlement.com.

9. How do I exclude myself from the Settlement?

If you wish to exclude yourself from the Settlement (also known as “opting out” of the Settlement) so that you do not receive any Settlement benefits and are not bound by any releases in the Settlement, then you must submit a written request to opt out to the Settlement Administrator at the address below stating “I wish to exclude myself from the Settlement Class in *John Doe v. California Department of Public Health et al.*, Los Angeles County Superior Court Case No. 20STCV32364” (or substantially similar clear and unambiguous language).

The written opt out request must contain your unique Class Member ID listed above. Requests to opt out cannot be made on a group or class basis. The written request to opt out must be sent to the Settlement Administrator at the address set out in response to Question 10 and **postmarked** no later than **[DATE]** [forty-five (45) days after this Notice of Settlement is mailed to Settlement Class Members by the Settlement Administrator].

Your unique Class Member ID is [XXXXXXX].

For any Settlement Class Member whose Notice of Settlement is re-mailed as provided for in Section 3.7 of the Settlement Agreement and Exhibit H to the Settlement Agreement, the Settlement Class Member's written request to opt out must be postmarked no later than forty-five (45) calendar days after the date the Notice of Settlement is re-mailed by the Settlement Administrator and must contain the same language set forth above.

The opt out request need only include your unique Class Member ID set forth above in order to maintain your privacy. The list of the persons who submit timely and valid opt outs will be maintained by the Settlement Administrator until the terms of the Settlement have been effectuated, and then retained by CDPH. The Settlement Administrator may share information relating to an opt out request with CDPH solely to determine if they are a Settlement Class Member.

Any person who timely and validly requests to opt out of the Settlement will **not** be entitled to any of the Settlement benefits described above. Moreover, any person who timely and validly requests to opt out of the Settlement will **not** be bound by the Settlement (including its releases) and will **not** have any right to object or appeal.

All Settlement Class Members who do **not** timely and properly opt out of the Settlement Class will in all respects be bound by all terms of the Settlement and the Final Approval Order (including without limitation all releases in the Settlement Agreement and Final Approval Order), and upon the Effective Date, will be entitled to all benefits described in this Notice of Settlement and the Settlement Agreement.

You may withdraw your request for exclusion by submitting a written request to the Settlement Agreement at the address set out below in response to Question 10 stating your desire to revoke your request for exclusion along with your unique Class Member ID set forth above, so long as the request is received no later than three (3) days prior to the Final Approval Hearing (the date, location, and time of which is set forth in response to Question 10).

Please note that if you submit a request to opt out, then you initiate a subsequent action or proceeding against a Released Party concerning the Incident or matters alleged in the Amended Complaint, then CDPH will cooperate with that Released Party to determine whether you submitted a timely and valid opt out request to be excluded from the Settlement Class.

10. How Do I Object to the Settlement?

If you wish to remain in the Settlement and accept the Settlement's benefits but submit an objection to the Settlement, you must submit a written objection to the Settlement Administrator explaining why you believe that the Settlement should not be approved by the Court as fair, reasonable, and adequate. To be valid, the written objection must comply with the requirements below and be sent to the Settlement Administrator at the address below, postmarked no later than **[DATE]** [forty-five (45) days after the Notice of Settlement is mailed to Settlement Class Members].

For any Settlement Class Member whose Notice of Settlement is re-mailed as provided for in Section 3.7 of the Settlement Agreement and Exhibit H to the Settlement Agreement, a written statement of the objection must be postmarked no later than forty-five (45) calendar days after the date the Notice of Settlement is re-mailed to the Settlement Class Member by the Settlement Administrator.

The written statement must include (i) your unique Class Member ID set forth above AND NOT YOUR NAME OR OTHER PERSONALLY IDENTIFYING INFORMATION; (ii) a detailed statement of all of your objection(s);

Your unique Class Member ID is [XXXXXXX].

(iii) the specific reasons for each objection, including any evidence, legal authority, supporting papers, materials, and briefs you contend support the objection and wish to bring to the Court's attention; (iv) the name and contact information for all counsel representing you, if any; (v) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; and (vi) a list, by case name, court, and docket number, of all other cases in which you (directly or through counsel) have filed an objection to any proposed class action settlement within the last three (3) years.

The Settlement Administrator shall provide copies of any objections to Co-Lead Class Counsel and counsel for Defendants, with all personally identifying information redacted. The Settlement Administrator shall be authorized in the Preliminary Approval Order to disclose to Co-Lead Class Counsel and Counsel for Defendants the name and potentially other identifying information of any objector to the extent that Co-Lead Class Counsel and Counsel for Defendants mutually agree that this information is necessary to adequately respond to the objection.

The Settlement Administrator will submit your objection in the public docket *but with all personally identifying information redacted*.

You may object on your own behalf or through an attorney. However, all attorneys who are involved in any way asserting objections on your behalf must file a notice of appearance with the Court at the time when the objection is submitted, or as the Court may otherwise direct.

You may also attend the Final Approval Hearing set for [DATE] at [LOCATION]. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are timely objections, the Court will consider them. Any changes to the date and time of the Final Approval Hearing shall be posted at www.ThriveTribeSettlement.com.

Contact Information for Settlement Administrator		

11. Can the Settling Defendants Retaliate Against Me For Participating In This Settlement?

No. The Settling Defendants agree that they shall not retaliate against Plaintiff or any Settlement Class Member in any fashion for having participated in this Lawsuit and/or Settlement Agreement.

12. Who Are The Attorneys Representing The Class?

The attorneys who represent the Settlement Class are listed below.

Consumer Watchdog
Jerry Flanagan
jerry@consumerwatchdog.org
Daniel L. Sternberg
danny@consumerwatchdog.org
6330 San Vicente Blvd., Suite 250
Los Angeles, CA 90048

Your unique Class Member ID is [XXXXXXX].

Whatley Kallas LLP
Alan M. Mansfield (of counsel)
amansfield@whatleykallas.com
16870 W. Bernardo Dr., Suite 400
San Diego, CA, 92127

13. How Will The Attorneys For The Settlement Class Be Paid?

You do not have to pay the attorneys who represent the Settlement Class. The Settlement Agreement provides that Co-Lead Class Counsel's Attorneys' Fees and Costs will be paid subject to the approval of the Court. The attorneys' request for fees will not exceed \$750,000 plus reimbursement of reasonable out-of-pocket costs not to exceed \$13,000.

14. How Will The Class Representatives Be Paid?

The Plaintiff who initiated this lawsuit as "John Doe" will request the Court approve a Class Representative Payment of up to \$10,000 for his willingness to be the Plaintiff in this action and for his services to the class. The Class Representative Payment is subject to Court approval. Co-Lead Class Counsel contend this payment is justified and reasonable due to Plaintiff's significant assistance to Co-Lead Class Counsel and because Plaintiff's participation in the Lawsuit risked public disclosure of his HIV-positive status.

15. What Happens if I Do Nothing?

You will receive an estimated Settlement Payment of \$1,750 if you are a Settlement Class Member. By doing nothing, you are choosing to stay in the Settlement and you are entitled to the monetary and non-monetary benefits described in this Notice of Settlement. You will also give up the right to sue Defendants on your own about the legal claims resolved by the Settlement as described in this Notice and in the Settlement Agreement.

The Settlement Administrator, the Defendants and Co-Lead Class Counsel cannot provide tax advice as to how to treat this payment. However, 50% of the Settlement Payment shall be deemed payment for all claims of negligence Settlement Class Members may have, and 50% shall be deemed payment for all claims for statutory damages under the laws set forth in the Amended Complaint.

Before you cash your Settlement Payment check you should contact your ADAP Enrollment Worker to confirm that the Settlement Payment will not cause you to exceed the income eligibility limits for the ADAP and OA-HIPP programs. If you elect not to cash your Settlement Payment check that money will go to the *cy pres* entity—AIDS Project Los Angeles—as noted in the response to Question 5.

16. Who May I Contact If I Have Further Questions?

If you need more information or have any questions, you may contact the Settlement Administrator or counsel for Plaintiff using the contact information provided in response to Question 10 and Question 12.

Your unique Class Member ID is [XXXXXXX].

This Notice of Settlement only summarizes the Lawsuit, the Settlement and related matters. For more information, you may also download the Settlement Agreement, Amended Complaint and other documents and find additional information about this case and the Settlement at www.ThriveTribeSettlement.com.

PLEASE DO NOT CONTACT THE COURT.

EXHIBIT C

1 **CONSUMER WATCHDOG**

2 Jerry Flanagan (SBN: 271272)
3 jerry@consumerwatchdog.org
4 Daniel L. Sternberg (SBN: 329799)
5 danny@consumerwatchdog.org
6 6330 San Vicente Blvd., Suite 250
7 Los Angeles, CA 90048
8 Tel: (310) 392-0522
9 Fax: (310) 392-8874

6 **WHATLEY KALLAS, LLP**

7 Alan M. Mansfield (of counsel, SBN: 125998)
8 amansfield@whatleykallas.com
9 16870 W. Bernardo Dr., Suite 400
10 San Diego, CA, 92127
11 Tel: (858) 674-6641
12 Fax: (855) 274-1888

11 **Attorneys for Plaintiff**

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

15 JOHN DOE, on behalf of himself and all others
16 similarly situated and for the benefit of the general
17 public,

18 Plaintiff,

19 v.

20 CALIFORNIA DEPARTMENT OF PUBLIC
21 HEALTH, *et al.*

22 Defendants.
23
24
25
26
27
28

Case No. 20STCV32364

*[Assigned to the Hon. Lawrence P. Riff in Dept.
7 of Spring Street Courthouse]*

[PROPOSED] FINAL APPROVAL ORDER

1 On _____, this Court entered an order granting Plaintiff's Motion for
2 preliminary approval of the Settlement Agreement between Plaintiff, for himself and on behalf of
3 the Settlement Class, on the one hand, and CALIFORNIA DEPARTMENT OF PUBLIC
4 HEALTH, DR. TOMÁS J. ARAGÓN, Director of the California Department of Public Health (in
5 his official capacity), THRIVE TRIBE FOUNDATION, EVOLVE HEALTHCARE, INC., GARY
6 GOLDSTEIN, and GOOD HEALTH, INC. d/b/a PREMIER PHARMACY SERVICES
7 (collectively, "Defendants") on the other hand, as memorialized in the Court's Preliminary
8 Approval Order.¹

9 Pursuant to the notice requirements set forth in the Settlement Agreement and in the
10 Preliminary Approval Order, the Settlement Class was notified of the terms of the proposed
11 Settlement Agreement, the right of Settlement Class Members to opt out, the right of Settlement
12 Class Members to object to the Settlement Agreement, and the right to be heard at the Final
13 Approval Hearing.

14 On _____, Plaintiff filed a Motion for Final Approval of the Class Action
15 Settlement ("Final Approval Motion") and accompanying Memorandum of Points and Authorities
16 and supporting exhibits, and Co-Lead Class Counsel filed their Motion for approval of payments
17 of attorneys' fees, reasonable costs and expenses, payment of the Settlement Administrator's fees
18 and expenses to the extent they were in excess of the Settlement Administration Cap, and Class
19 Representative Award to Plaintiff.

20 On _____, the Court held a Final Approval Hearing to determine, *inter*
21 *alia*, whether (a) the proposed Settlement Class should be finally certified for settlement purposes;
22 (b) the Settlement should be finally approved as fair, reasonable and adequate and in accordance
23 with the Settlement's terms and as required by California Rule of Court Rule 3.769(h) with this
24 Court retaining continuing jurisdiction to enforce the terms of the Settlement; (c) Settlement Class
25 Members should be bound by the releases set forth in the Settlement; (d) the proposed Final
26 Approval Order should be entered; (e) the Motion of Co-Lead Class Counsel for an award of

27 _____
28 ¹ The capitalized terms used in this Final Approval Order and Judgment shall have the same
meaning as defined in the Settlement Agreement except as may otherwise be indicated.

1 attorneys' fees, costs and expenses, and class representative payment to Plaintiff should be
2 approved; and (f) any other matters the Court deemed necessary and appropriate.

3 The Court is satisfied that Settlement Class Members were properly notified of their right
4 to appear at the Final Approval Hearing in support of or in opposition to the proposed Settlement
5 Agreement, and the award of attorneys' fees, costs and expenses, and a service award to the Class
6 Representative.

7 Having given an opportunity to be heard to all requesting persons in accordance with the
8 Preliminary Approval Order, having heard the presentation of Co-Lead Class Counsel and counsel
9 for all Defendants, having reviewed all of the submissions presented with respect to the proposed
10 Settlement Agreement, having determined that the Settlement Agreement is fair, adequate, and
11 reasonable, having considered the motion made by Co-Lead Class Counsel for (i) payment of
12 attorneys' fees ("Fee Award"), (ii) payment of reasonable costs and expenses ("Expense Award"),
13 and (iii) payment of a service award to the Plaintiff ("Class Representative Payment"), and having
14 reviewed the materials in support thereof, and good cause appearing in the record, Plaintiff's Final
15 Approval Motion is **GRANTED** and Co-Lead Class Counsel's Motion for the Fee Award,
16 Expense Award, and Class Representative Payment is **GRANTED**.

17 **IT IS HEREBY ORDERED THAT:**

18 1. The Court has jurisdiction over the subject matter of this action and over all claims
19 raised therein and all Parties thereto, including the Settlement Class.

20 2. The Settlement Agreement was entered into in good faith following arm's-length
21 negotiations and is non-collusive.

22 3. The Settlement Agreement is, in all respects, fair, reasonable, and adequate, is in
23 the best interests of the Settlement Class, and is therefore approved. The Court finds that the
24 Parties to the Settlement faced significant risks, expenses, delays and uncertainties, including as
25 to the outcome, including on appeal, of continued litigation of this complex matter, which further
26 supports the Court's finding that the Settlement Agreement is fair, reasonable, adequate and in the
27 best interests of the Settlement Class Members. The Court finds that the uncertainties of continued
28

1 litigation in both the trial and appellate courts, as well as the expense associated with it, weigh in
2 favor of granting approval of the Settlement reflected in the Settlement Agreement.

3 4. This Court grants Final Approval of the Settlement Agreement, including the
4 releases in the Settlement Agreement and the plans for implementation and distribution of the
5 Settlement relief. The Court finds that the Settlement Agreement is in all respects fair, reasonable,
6 and in the best interests of the Settlement Class Members. Therefore, all Settlement Class Members
7 who have not timely and validly opted out are bound by the Settlement Agreement, this Final
8 Approval Order and the Judgment, including without limitation all releases therein.

9 5. The Parties shall effectuate the Settlement Agreement in accordance with its terms.
10 The Settlement Agreement and every term and provision thereof shall be deemed incorporated
11 herein as if explicitly set forth herein and shall have the full force of an Order of this Court.

12 **OBJECTIONS AND OPT-OUTS**

13 6. _____ objections were filed by Settlement Class Members. The Court has
14 considered all objections and finds the objections do not counsel against approving the Settlement
15 Agreement, and the objections are hereby overruled in all respects.

16 7. All persons who have not objected to the Settlement Agreement in the manner
17 provided in the Settlement Agreement and Preliminary Approval Order are deemed to have waived
18 any objections to the Settlement Agreement, including without limitation by appeal, collateral
19 attack, or otherwise.

20 8. A list of Settlement Class Members, identified only by unique identification
21 number in order to protect their privacy, who opted out of the Settlement Class is set forth in
22 Exhibit 1. Those Settlement Class Members identified in Exhibit 1 (the “Opt-Out Members”) are
23 not bound by the Settlement Agreement or this Final Approval Order or the Judgment. Opt-Out
24 Members shall not be entitled to any of the benefits afforded to the Settlement Class Members
25 under the Settlement Agreement. The list of the persons who submit timely and valid opt outs will
26 be maintained by the Settlement Administrator until the terms of the Settlement have been
27 effectuated, and thereafter retained by the California Department of Public Health (“CDPH”).
28

1 **CLASS CERTIFICATION**

2 9. For purposes of the Settlement Agreement and this Final Approval Order and
3 Judgment only, the Court hereby finally certifies the following Settlement Class: All persons to
4 whom the CDPH Mailing was mailed, provided, or sent for delivery, as identified on the Class
5 List.

6 10. The Court determines that for settlement purposes the Settlement Class meets all
7 the requirements of C.C.P. Section 382, namely that the class is so numerous that joinder of all
8 members is impractical and that the Class is ascertainable; that there are common issues of law
9 and fact; that the claims of the Plaintiff are typical of absent Class Members; that the Plaintiff
10 fairly and adequately protected the interests of the Settlement Class as he has no interests
11 antagonistic to or that irreconcilably conflict with the members of the Settlement Class and has
12 retained experienced and competent Co-Lead Class Counsel to prosecute this matter; that common
13 issues predominate over any individual issues; and that a class action is the superior means of
14 adjudicating the controversy for purposes of settlement.

15 11. The Court grants final approval to the appointment of Plaintiff John Doe as Class
16 Representative. The Court concludes that the Class Representative has fairly and adequately
17 represented the Settlement Class.

18 12. The Court grants final approval to the appointment of Whatley Kallas, LLP and
19 attorneys for Consumer Watchdog as Co-Lead Class Counsel. The Court concludes that Co-Lead
20 Class Counsel have adequately represented the Settlement Class.

21 **NOTICE TO THE CLASS**

22 13. The Court finds that the Notice of Settlement as set forth in the Settlement
23 Agreement and Plaintiff's Unopposed Motion for Preliminary Approval of the Settlement, and
24 effectuated pursuant to the Preliminary Approval Order, satisfied the requirements of California
25 law and the Rules of this Court, was the best notice practicable under the circumstances, was
26 reasonably calculated to provide and did provide due and sufficient notice to the Settlement Class
27 of the pendency of the litigation, certification of the Settlement Class for settlement purposes only,
28 the existence and terms of the Settlement Agreement, and of the Settlement Class Member's right

1 to object and to appear at the Final Approval Hearing or to exclude themselves from the Settlement
2 Class, and satisfied the requirements of the United States and California Constitutions, and other
3 applicable law.

4 **AWARD OF ATTORNEYS' FEES, COSTS AND EXPENSES, AND CLASS**

5 **REPRESENTATIVE PAYMENT**

6 14. The Court has considered Co-Lead Class Counsel's Motion for Attorneys' Fees,
7 Expenses, and Class Representative Payment.

8 15. The Court awards Co-Lead Class Counsel the sum of \$_____ as the
9 Fee Award and \$_____ as the Expense Award. The Court finds these amounts to
10 be fair and reasonable. These amounts shall be paid in accordance with the terms of the Settlement
11 Agreement.

12 16. The Court grants Co-Lead Class Counsel's request for a class representative service
13 award to the Plaintiff and awards \$_____. The Court finds that this payment is justified
14 by his service to the Settlement Class. This payment shall be paid in accordance with the
15 Settlement Agreement.

16 17. [The Court authorizes a payment to the Settlement Administrator in excess of the
17 Settlement Administration Cap in the amount of \$_____.]

18 **RELEASES AND OTHER PROVISIONS**

19 18. The Parties to the Settlement Agreement shall carry out their respective obligations
20 thereunder.

21 19. Within the time period set forth in the Settlement Agreement, the relief provided
22 for in the Settlement Agreement shall be made available to the Settlement Class Members pursuant
23 to the terms and conditions of the Settlement Agreement.

24 20. In consideration of the benefits provided to Settlement Class Members as described
25 in the Settlement Agreement, upon the Effective Date, Plaintiff and each Settlement Class Member
26 who did not submit a timely and valid request for exclusion and is not listed on Exhibit 1 hereto,
27 on their own behalf and on behalf of their respective predecessors, successors, assigns, assignors,
28 representatives, attorneys, agents, trustees, insurers, heirs, estates, beneficiaries, executors,

1 administrators, and any natural, legal, or juridical person or entity to the extent he, she, they or it
2 is or will be entitled to assert any claim on behalf of any Settlement Class Member (collectively,
3 the “Releasors”), shall automatically be deemed to have, and by operation of this Final Approval
4 Order shall have, completely, fully, finally, irrevocably, and forever released, relinquished, and
5 discharged the Released Parties, and each of them, of and from any and all liabilities, rights, claims,
6 actions, causes of action, demands, damages, penalties, costs, attorneys’ fees, losses, and remedies,
7 existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or
8 equitable, that are based on the facts alleged in the Amended Complaint (collectively, the
9 “Released Claims”).

10 21. This Final Approval Order and the Settlement Agreement, and all acts, statements,
11 documents or proceedings relating to the Settlement Agreement are not, and shall not be construed
12 as, used as, or deemed to be evidence of, an admission by or against Defendants of any claim, any
13 fact alleged in the *Doe Action*, any fault, any wrongdoing, any violation of law, or any liability of
14 any kind on the part of Defendants or of the validity or certifiability of any claims that have been,
15 or could have been, asserted in the *Doe Action*.

16 22. This Final Approval Order, the Settlement Agreement, all acts, statements,
17 documents or proceedings relating to the Settlement Agreement shall not be offered or received or
18 be admissible in evidence in any action or proceeding, or be used in any way as an admission or
19 concession or evidence of any liability or wrongdoing of any nature or that Plaintiffs, any
20 Settlement Class Member, or any other person has suffered any damage; provided, however, that
21 the Settlement Agreement, this Final Approval Order and the Judgment may be filed in any action
22 by Co-Lead Class Counsel, Defendants or Settlement Class Members seeking to enforce the
23 Settlement Agreement or this Final Approval Order (including but not limited to enforce the
24 releases contained herein). The Settlement Agreement and this Final Approval Order shall not be
25 construed or admissible as an admission by Defendants that Plaintiff’s claims or any similar claims
26 are suitable for class treatment.

27 23. The Settlement’s terms shall have *res judicata* and preclusive effect in all pending
28 and future lawsuits or other proceedings as to Released Claims (and other prohibitions set forth in

1 this Final Approval Order and the Judgment) that are brought, initiated, or maintained by, or on
2 behalf of, any Settlement Class Member who did not timely and validly request exclusion from
3 the Settlement Class or any other person subject to the provisions of this Final Approval Order
4 against the Defendants.

5 24. If the Settlement is terminated according to its terms or if the Effective Date does
6 not occur for any reason, this Final Approval Order, the Judgment and the Preliminary Approval
7 Order shall be deemed automatically vacated *nunc pro tunc* and shall have no force and effect
8 whatsoever; the Settlement Agreement shall be considered null and void; all of the Parties'
9 obligations under the Settlement Agreement, the Preliminary Approval Order, and this Final
10 Approval Order and the Judgment shall cease to be of any force and effect and the Parties shall
11 return to the *status quo ante* in the *Doe Action* as if the Parties had not entered into the Settlement
12 Agreement. In such an event, the Parties shall be restored to their respective positions in the *Doe*
13 *Action* as if the Settlement Agreement had never been entered into and without prejudice to any of
14 the Parties' respective positions on the issue of class certification or any other issue.

15 25. Without affecting the finality of this Final Approval Order, the Court will retain
16 jurisdiction over the subject matter of the *Doe Action* and the Parties with respect to the
17 interpretation and implementation of the Settlement for all purposes, including enforcement of its
18 terms at the request of any Party and resolution of any disputes that may arise relating in any way
19 to, or arising from, the implementation of the Settlement or the implementation of this Final
20 Approval Order including any request for the identities of persons who submitted timely and valid
21 requests for exclusion.

22
23 DATED: _____, 2023

HON. LAWRENCE P. RIFF

EXHIBIT D

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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

12 JOHN DOE, on behalf of himself and all others
13 similarly situated and for the benefit of the general
14 public,

15 Plaintiff,

16 v.

17 CALIFORNIA DEPARTMENT OF PUBLIC
18 HEALTH; *et al.*,

19 Defendants.
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Case No. 20STCV32364

*[Assigned to the Hon. Lawrence P. Riff in Dept.
7 of Spring Street Courthouse]*

[PROPOSED] FINAL JUDGMENT

1 Plaintiff's Motions for Final Approval of Class Action Settlement, Order Approving Attorneys'
2 Fees and Reimbursement of Expenses, and Payment to the Class Representative came on for hearing
3 before this Court on _____.

4 The Court granted the Motions and entered an Order finally approving the settlement, approving
5 the payment of Attorneys' fees and reimbursements of expenses, and approving a payment to the Class
6 Representative ("Final Approval Order"). The Final Approval Order pertains to the following class:
7 "All persons to whom the CDPH Mailing was mailed, provided, or sent for delivery."¹ A true and
8 correct copy of the Final Approval Order is attached hereto as Exhibit 1 and incorporated by reference
9 herein.

10 The following ____ Settlement Class Members, identified by their unique identification
11 number in order to protect their privacy, have opted out of the Settlement: _____. The list of
12 persons who have opted out will be maintained by the Settlement Administrator until the terms of the
13 Settlement have been effectuated, and then retained by the California Department of Public Health.

14 Settlement Class Members who did not opt-out released the following claims under the
15 Settlement Agreement:

16 any and all liabilities, rights, claims, actions, causes of action, demands, damages,
17 penalties, costs, attorneys' fees, losses, and remedies, existing or potential, suspected or
18 unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that are based on the
facts alleged in the Amended Complaint.

19 IN ACCORDANCE with the terms of the Court's Final Approval Order, it is hereby
20 ORDERED, ADJUDGED, AND DECREED that:

21 1. The Court enters final judgment consistent with the terms set forth in the Final Approval
22 Order.

23 2. As set forth in the Final Approval Order, the Court retains jurisdiction over this action
24 to enforce the provisions of the Settlement Agreement under California Code of Civil Procedure section
25 664.6, as well as to amend the Judgment to reflect the amount to be paid to the *cy pres* recipient, if any.

26 DATED: _____, 2023

HON. LAWRENCE P. RIFF

27
28 ¹ Unless otherwise specified, all defined terms herein have the same meaning as the meaning
described in the Settlement Agreement.

EXHIBIT E

CLAIMANT PAYMENT AND DISTRIBUTION FORMULA

A. Amount of Class Payment

Each Settlement Class Member shall be entitled to an automatic Settlement Payment. The estimated amount of this payment is \$1,750. You will not receive a Settlement Payment if you opt-out of the Settlement Class or if your Notice of Settlement is returned as undeliverable.

The Net Settlement Fund will be distributed in equal shares to each Settlement Class Member, and will be calculated based on the number of Settlement Class Members who have not opted out of the Settlement and the number of Notices of Settlement that are returned as undeliverable.

The estimated Settlement Payment was calculated by subtracting from the Settlement Fund the amount to be requested for payment of Attorneys' Fees and Costs (as approved by the Court) and the Class Representative Payment (as approved by the Court). The "Net Settlement Fund" is the amount left in the Settlement Fund after the Court-approved deductions for these payments, as well as any payment approved by the Court if the settlement administrator fees and costs exceed the Settlement Administration Cap set forth in the Settlement Agreement. Because these payments, as well as the number of Settlement Class Members who opt-out and the number of undeliverable Notices of Settlement, will not be known until the Settlement is complete, the final amount of the Settlement Payment may be lower or higher than the estimated payment.

The Notice of Settlement will be mailed to Settlement Class Members at the address on file with CDPH, as updated by the Settlement Administrator through the National Change of Address database or similar database. If a Notice of Settlement is returned as undeliverable, the Settlement Administrator's Claims Team will skip-trace for an updated address and re-mail a Notice of Settlement as long as they are highly confident that the updated address is correct. Otherwise, the Notice of Settlement will be logged as undeliverable and no additional action will be taken and no Settlement Payment will be sent to that Settlement Class Member.

If after the passing of the deadline for cashing all Settlement Payment checks there is money remaining in the Net Settlement Fund, then the remaining money shall be distributed to a *cypres* entity, AIDS Project Los Angeles also known as APLA Health.

B. Defendants' Liability or Obligations

In no event shall the Defendants' liability or obligations exceed the amount of the Settlement Fund or the amount of the Settlement Administrator Cap as set forth in the Settlement Agreement.

EXHIBIT F

[SETTLEMENT ADMIN INFO]

«Name» <<Mail Date>>
«Addr1»
«Addr2»
«City» «State» «Zip»

RE: *John Doe v. California Department of Public Health et al.*, Los Angeles Superior Court,
Case No. 20STCV32364

Dear <<INSERT NAME>>:

Thank you for participating in the class action settlement in the above-referenced matter. Your Settlement Payment, which is attached to this letter, was calculated in accordance with the terms of the Court-approved Settlement Agreement. [If there will be multiple payments in different tax years: You will receive an additional payment in the amount of \$_____ by <<DATE>>.]

Please note that your attached check must be cashed on or before <<MAIL DATE + 120 days>>. If you fail to cash your check by <<MAIL DATE + 120 days>> your check will be voided and the funds will be distributed as provided for in the Settlement Agreement and related orders.

The Settlement Administrator, the Defendants and Co-Lead Class Counsel cannot provide tax advice as to how to treat this payment. However, 50% of the Settlement Payment is deemed payment for all claims of negligence Settlement Class Members may have arising out of the Incident, and 50% is deemed payment for all claims for statutory damages under the laws set forth in the Amended Complaint.

Cashing this check could affect whether you qualify to participate in certain health programs overseen by California Department of Public Health (CDPH) as your eligibility for those programs may be dependent on your income. We suggest you contact your CDPH representative to address this issue.

If you have any questions about your Settlement Payment, please call us toll-free at <<TFN>>. For additional information about the Settlement or the Settlement Agreement, please visit www.ThriveTribeSettlement.com.

Sincerely,

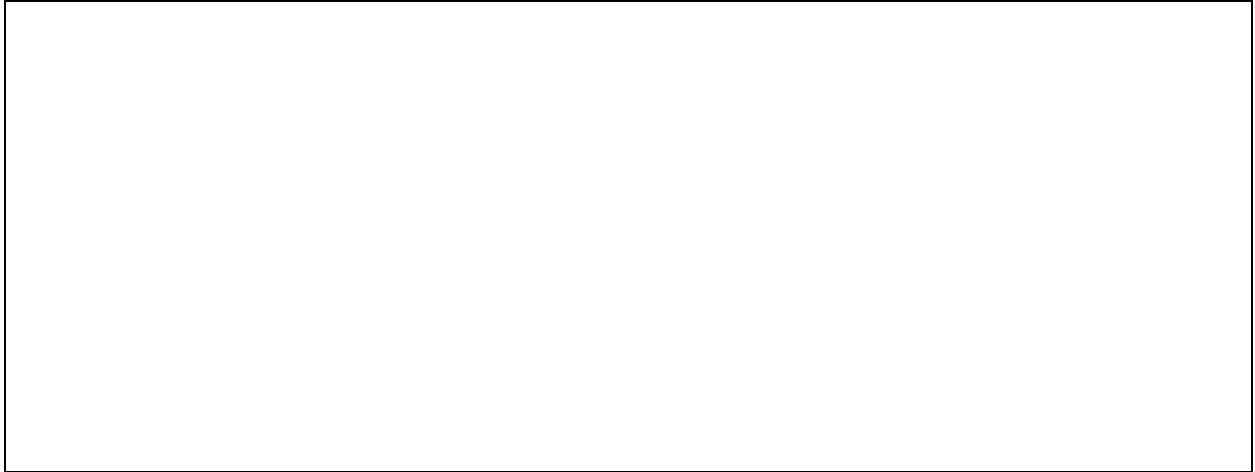
JND Legal Administration
Settlement Administrator

QUESTIONS? CALL 1-XXX-XXX-XXXX TOLL FREE OR VISIT www.ThriveTribeSettlement.com

**SI NECESITA ASISTENCIA EN ESPAÑOL, POR FAVOR LLAME AL 1-XXX-XXX-XXX
PARA UNA NOTIFICACIÓN EN ESPAÑOL, www.ThriveTribeSettlement.com**

SAVE THIS INFORMATION

DETACH CHECK BEFORE CASHING -- VOID AFTER <<MAILDATE+120 days>>



QUESTIONS? CALL 1-XXX-XXX-XXXX TOLL FREE OR VISIT www.ThriveTribeSettlement.com

**SI NECESITA ASISTENCIA EN ESPAÑOL, POR FAVOR LLAME AL 1-XXX-XXX-XXX
PARA UNA NOTIFICACIÓN EN ESPAÑOL, www.ThriveTribeSettlement.com**

EXHIBIT G

1 **CONSUMER WATCHDOG**

2 Jerry Flanagan (SBN: 271272)
3 jerry@consumerwatchdog.org
4 Daniel L. Sternberg (SBN: 329799)
5 danny@consumerwatchdog.org
6 6330 San Vicente Blvd., Suite 250
7 Los Angeles, CA 90048
8 Tel: (310) 392-0522
9 Fax: (310) 392-8874

6 **WHATLEY KALLAS, LLP**

7 Alan M. Mansfield (of counsel, SBN: 125998)
8 amansfield@whatleykallas.com
9 16870 W. Bernardo Dr., Suite 400
10 San Diego, CA, 92127
11 Tel: (858) 674-6641
12 Fax: (855) 274-1888
13 **Attorneys for Plaintiff**

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

14
15
16 JOHN DOE, on behalf of himself and all
17 others similarly situated and for the benefit of
18 the general public,

18 Plaintiff,

19 v.

20 CALIFORNIA DEPARTMENT OF PUBLIC
21 HEALTH; SANDRA SHEWRY, Acting
22 Director of the California Department of
23 Public Health, in her official capacity;
24 THRIVE TRIBE FOUNDATION;
25 ADHERENCE PROJECT; EVOLVE
26 HEALTHCARE; GARY GOLDSTEIN; and
27 Does 1 through 25, inclusive,

28 Defendants.

Case No. 20STCV32364

*[Assigned to the Hon. Lawrence P. Riff in
Dept. 7 of Spring Street Courthouse]*

**DECLARATION OF JENNIFER
KEOUGH**

Complaint filed: August 25, 2020

1 I, Jennifer Keough, hereby declare and state as follows:

2 1. I am the CEO, President and Co-Founder of JND Legal Administration LLC
3 (“JND”). I have more than 20 years of experience creating and supervising notice and claims
4 administration programs and have personally overseen well over 1,000 matters. This Declaration
5 is based on my personal knowledge as well as upon information provided to me by experienced
6 JND employees, and if called upon to do so, I could and would testify competently thereto.

7 2. JND is a leading legal administration services provider with headquarters located in
8 Seattle, Washington, and multiple offices throughout the United States. JND has extensive
9 experience with all aspects of legal administration and has administered hundreds of class action
10 matters. A comprehensive description of JND’s experience, including its experience in
11 administering privacy related settlements, is attached as Exhibit 1.

12 3. JND has been retained by the California Department of Public Health to act as the
13 Settlement Administrator in this Action.

14 4. JND has reviewed the settlement documents prepared by the Parties. JND will abide
15 by all of the requirements as set forth in the Settlement Agreement, including Exhibit H to the
16 Settlement Agreement, and in any related orders, including the Preliminary Approval Order and
17 Qualified Protective Order referenced therein.

18 5. JND estimates the Settlement Administration costs in this action will be
19 approximately \$25,000. While the details of JND’s proposal are proprietary, JND would be willing
20 to provide the comprehensive bid to the Court *in camera* upon the Court’s request.

21
22 I declare under penalty of perjury under the laws of the State of California that the
23 foregoing is true and correct.

24
25 Executed this 13th day of September, 2022, at Seattle, Washington.


26
27 
28 Jennifer Keough

EXHIBIT 1



JND CLASS ACTION ADMINISTRATION CV

1.800.207.7160



CA • MN • NY • WA



www.jndla.com

JND Legal Administration (JND) is the foremost administrator in the United States when it comes to handling large and complex class action matters. Our team comprises renowned leaders and veterans of the industry, and our systems and technology are built not just for functionality but also based on a strict adherence to information security and privacy best practices.

OVERVIEW

JND handles a broad spectrum of cases in the class action administration arena including matters involving antitrust, securities, consumers, automobiles, employment, human rights, ERISA, product defects, insurance, healthcare, TCPA and false advertising, among others.

We perform all services necessary for the successful implementation of class action administration starting with client consultation regarding settlement terms; design and implementation of notice programs, including direct mail, media plans and email notification; website development and deployment, including the ability to process on-line claims; mailroom intake services; telephone services, including through recorded messages and live operators; handling, review and processing of claims; data collection and database management; Qualified Settlement Fund management; building and testing calculation programs; determining payment awards; and distribution of settlement funds, through various payment methodologies including checks, PayPal, Venmo, debit cards and other means.

All JND systems and processes have been audited for compliance with applicable information security standards including HIPAA. We are SOC 2 certified every year.

JND's expertise is called upon in equal measure by the top plaintiff and defendant law firms in the Country, as well as by large corporate clients. JND is also routinely hired by important government agencies and is an approved vendor for both the United States Securities and Exchange Commission ("SEC") and the Federal Trade Commission ("FTC"). JND also works with the following other government agencies: EEOC, OCC, CFPB, FDIC, FCC, DOJ and DOL.

JND has been voted the #1 Administrator in the country by readers of at least one of the following publications every year of our existence: the *New York Law Journal*, the *Legal Times* and the *National Law Journal*.

JND is headquartered in Seattle Washington in a state-of-the-art 35,000 square foot facility including a 10,000 square foot mail-processing center and an in-house call center. We have more than 250 employees, not including call center personnel, located in four offices across the country – Seattle, Washington; New Hyde Park, New York; Minneapolis, Minnesota; and Los Angeles, California.

We have four different call centers across the United States that can accommodate 2,500 contact agent seats.

JND is backed by private Equity Firm Stone Point Capital and can tap into deep resources through its portfolio of companies.

Finally, JND offers several other business lines including: eDiscovery, which offers targeted discovery requests, highly secure cost-effective hosting, technology solutions, data analytics, corporate documentation, data recovery and email examination, evidence consultation, testimony and timeline generation; and mass tort, which offers intake, screening, and retention, medical record retrieval and review, plaintiff fact sheet preparation, claims and settlement administration, lien resolution and distribution.

PEOPLE

JND's Founders – Jennifer Keough, Neil Zola and David Isaac -- have some 80 years collective experience in class action and administration fields. All are trained lawyers, with Jennifer having worked for nationally recognized defense firm Perkins Coie, and Neil and David having worked on the plaintiff side at Wolf Haldenstein Adler Freeman & Herz in New York City. They have personally worked on some of the largest administrations in the United States including the \$20 billion Gulf Coast Claims Facility, the \$10+ billion Deepwater Horizon Gulf Oil Spill class action, the \$6.15 billion WorldCom securities settlement, the \$3.4 billion Cobell Indians settlement and the \$2.67 billion Blue Cross Blue Shield antitrust settlement. Their individual bios are attached as Exhibit 1.

JND talent runs deep and includes many other officers with significant experience in class action administration, including, among others, the following:

1. Derek Dragotta

As JND's Vice President of Information Security, Derek is responsible for protecting the confidentiality, integrity, and availability of the organization's information, assets, and

systems. Derek oversees the development, implementation, and monitoring of the company's Information Security Program, including the policies, standards, procedures, and controls required to achieve corporate objectives.

Derek also provides oversight of JND's Incident Response, Disaster Recovery, and Business Continuity capabilities, as well as the provisioning of privacy and security awareness and training to the workforce.

He has worked on some of the largest settlements in the industry and, throughout his career, frequently collaborated with clients and auditors on a variety of assessments, including FISMA, SOX, HIPAA, PCI-DSS, and the AICPA's SOC II certification.

Derek is a member of the ISACA and ISC² professional organizations and holds the Certified Information Systems Security Professional (CISSP®) and Certified Information Security Manager (CISM®) certifications.

2. Gretchen Eoff

Based in JND's West Coast Headquarters, Gretchen Eoff is responsible for complex case oversight and supervision of high-profile JND matters. Among other important matters, Gretchen has played a major role in JND's handling of the \$215 million USC Student Health Center Settlement and the JPMorgan Stable Value Fund Erisa Litigation Settlement. She has also overseen much of the operation for JND's landmark Equifax Data Breach Settlement administration.

Throughout her 12-year legal administration career, Gretchen has held critical operational roles in complex cases including the \$1.425 billion Stryker Modular Hip Settlements, the \$125 million Takata Individual Restitution Fund, the \$500 million GM Ignition Compensation Claims Resolution Facility, and the \$20 billion Gulf Coast Claims Facility, among many others.

Gretchen is admitted to practice law in Washington State. She earned her JD at the University of Denver College of Law where she was Managing Editor of the Denver University Law Review and interned for U.S. Magistrate Judge Craig B. Shaffer (Ret.) (U.S. District Court, District of Colorado). She also received a Masters of Public Administration from Seattle University, where she was named a Presidential Management Fellow, and a B.A. in Law, Societies and Justice from the University of Washington.

3. Shandy Garr

Shandy has administered thousands of cases and has worked on some of the largest and most complex settlements in history, including the \$6.15 billion WorldCom securities litigation settlement and the \$10+ billion Deepwater Horizon Economic class action settlement. In demonstration of her versatility and breadth of expertise, Shandy has advanced through many prominent senior management positions over the course of her class action administration career. During her 18-year tenure with another major provider in the legal services and claims administration space, she served as SVP of Communications and Diversity & Inclusion, VP of Securities, VP of Midwest Operations and VP of East Coast Operations.

Active in consumer rights advocacy and access to justice initiatives arenas, she is a former administrator for the National Association of Shareholder & Consumer Attorneys (NASCAT) and has been a Mobilization for Justice (MFJ) board member since 2016. Black Enterprise Magazine has named Shandy as an Executive to Watch, and Profiles in Diversity Journal recognized her with the Diversity Leader Award in 2018.

4. Gina Intrepido-Bowden

Gina Intrepido-Bowden is Vice President of JND Legal Administration. She is a court recognized legal notice expert who has been involved in the design and implementation of hundreds of legal notice programs reaching class members/claimants in both the U.S. and international markets with notice in over 35 languages. Some notable cases in which Gina has been involved include the \$2.67 billion Blue Cross Blue Shield Antitrust Settlement, the groundbreaking \$1.9 billion Indian Residential Schools Settlement Agreement (IRSSA), the \$1.1 billion Royal Ahold Securities Settlement, the \$215 million USC Student Health Center Settlement, and the \$60 million FTC Suboxone Antitrust Settlement.

Gina is an accomplished author and speaker on class notice issues including effective reach, notice dissemination as well as noticing trends and innovations. She earned a Bachelor of Arts in Advertising from Penn State University, graduating summa cum laude.

5. Matthew Potter

Matthew Potter is Senior Strategic Advisor for JND and responsible for helping drive the company's business development initiatives, sales and marketing strategy, and client relationship management.

As an accomplished leader in the legal administration industry, Matt brings nearly 20 years' experience to the design, implementation, and management of complex and time-sensitive projects including class action settlements, regulatory agency enforcement actions, and urgent communications such as data breach responses. During his career, Matt effectively managed a notable Attorney General settlement involving mortgage borrowers in virtually every state against financial institutions resulting in over 1,000 customer service representatives trained, over 1,000,000 claims processed, and over \$1 billion distributed to eligible claimants.

6. Lorri Staal

As JND's Vice President of Operations, Lorri provides day-to-day oversight of the company's internal processes and high-profile matters. With more than 20 years of complex litigation and claims administration operations expertise, Lorri has overseen numerous matters involving securities and consumer class actions, financial remediations, and federal and state government administrations. A few notable matters include the \$20 billion BP Oil Spill Gulf Coast Claims Facility, the \$140 million Takata Airbag Tort Compensation administration, and the \$50 billion Yukos Oil asset distribution,

Prior to her career in legal administration, Lorri was a practicing attorney, including at the global law firm Dechert, LLP, where she litigated complex cases for more than 10 years. Lorri was a featured speaker at the DRRT International Investor Global Loss Recovery in Frankfurt, Germany in 2018 and has authored several articles about administration issues.

Lorri earned her J.D. from Northwestern University Law School, where she was an editor for the Journal of Criminal Law and Criminology. She received her A.B. degree, cum laude, from Cornell University.

7. Darryl Thompson

As Chief Information Officer, Darryl is responsible for providing the vision and leadership for developing and implementing Information Technology initiatives at JND. Darryl oversees all IT staff and vendors and also initiates the planning and implementation of enterprise IT systems in order to most effectively enable all of JND's divisions to be successful.

Reporting directly to and working in unison with Jennifer Keough, President and Co-Founder of JND, Darryl ensures the IT organization is prioritizing initiatives and delivering secure, high value systems, infrastructure and technical support.

Prior to entering the Legal Administration realm, Darryl spent 12 years in Health Care IT, where he was the Managing Director of IT for Adaptis, a Health Care BPO that provided Systems, claims processing and administration services to insurance companies.

* * *

Bios of other key JND Executives and further information about our company can be found at www.JNDLA.com.

LANDMARK CASES

JND and its Founders have worked on some of the largest administrations in our Country's history, among the many thousands that we have handled. Below are details about ten of our most important matters. This list represents mostly recent cases because we believe that it is important to understand that the firm you are hiring still has the personnel that worked on these matters. Where we list matters that are more than five years old, it is only because they were worked on and supervised by JND Founders or other officers who are still with the company.

1. In re Blue Cross Blue Shield Antitrust Litig.

Master File No.: 2:13-CV-20000-RDP (N.D. Ala.)

JND was recently appointed as the notice and claims administrator in the \$2.67 billion Blue Cross Blue Shield proposed settlement. In approving the notice plan designed by Jennifer Keough, United States District Court Judge R. David Proctor, wrote:

After a competitive bidding process, Settlement Class Counsel retained JND Legal Administration LLC ("JND") to serve as Notice and Claims Administrator for the settlement. JND has a proven track record and extensive experience in large, complex matters... JND has prepared a customized Notice Plan in this case. The Notice Plan was designed to provide the best notice practicable, consistent with the latest methods and tools employed in the industry and approved by other courts...The court finds that the proposed Notice Plan is appropriate in both form and content and is due to be approved.

2. In re Equifax Inc. Customer Data Sec. Breach Litig.

Master File No.: 17-md-2800-TWT (N.D. Ga.)

JND was appointed settlement administrator for this complex data breach settlement valued at \$1.3 billion with a class of 147 million individuals nationwide. JND handled all aspects of claims administration, including the development of the case website which provided notice in seven languages and allowed for online claim submissions. In the first week alone, over 10 million claims were filed. Overall, the website received more than 200 million hits and the Contact Center handled well over 100,000 operator calls.

Approving the settlement on January 13, 2020, Judge Thomas W. Thrash, Jr. acknowledged JND's outstanding efforts:

JND transmitted the initial email notice to 104,815,404 million class members beginning on August 7, 2019. (App. 4, ¶¶ 53-54). JND later sent a supplemental email notice to the 91,167,239 class members who had not yet opted out, filed a claim, or unsubscribed from the initial email notice. (Id., ¶¶ 55-56). The notice plan also provides for JND to perform two additional supplemental email notice campaigns. (Id., ¶ 57)...JND has also developed specialized tools to assist in processing claims, calculating payments, and assisting class members in curing any deficient claims. (Id., ¶¶ 4, 21). As a result, class members have the opportunity to file a claim easily and have that claim adjudicated fairly and efficiently...The claims administrator, JND, is highly experienced in administering large class action settlements and judgments, and it has detailed the efforts it has made in administering the settlement, facilitating claims, and ensuring those claims are properly and efficiently handled. (App. 4, ¶¶ 4, 21; see also Doc. 739-6, ¶¶ 2-10). Among other things, JND has developed protocols and a database to assist in processing claims, calculating payments, and assisting class members in curing any deficient claims. (Id., ¶¶ 4, 21). Additionally, JND has the capacity to handle class member inquiries and claims of this magnitude. (App. 4, ¶¶ 5, 42). This factor, therefore, supports approving the relief provided by this settlement.

3. Allagas v. BP Solar Int'l, Inc.

Master File No.: 14-cv-00560 (N.D. Cal.)

Jennifer Keough was appointed by the United States District Court for the Northern District of California as the Independent Claims Administrator (“ICA”) supervising the notice and administration of this complex settlement involving inspection, remediation, and replacement of solar panels on homes and businesses throughout California and other parts of the United States. JND devised the administration protocol and built a network of inspectors and contractors to perform the various inspections and other work needed to assist claimants. The program included a team of operators to answer claimant questions, a fully interactive dedicated website with on-line claim filing capability, and a team trained in the very complex intricacies of solar panel mechanisms. In her role as ICA, Ms. Keough regularly reported to the parties and the Court as to the progress of the administration. Honorable Susan Illston recognized the complexity of the settlement when appointing Ms. Keough as ICA (December 22, 2016):

The complexity, expense and likely duration of the litigation favors the Settlement, which provides meaningful and substantial benefits on a much shorter time frame than otherwise possible and avoids risk to class certification and the Class’s case on the

merits...The Court appoints Jennifer Keough of JND Legal Administration to serve as the Independent Claims Administrator (“ICA”) as provided under the Settlement.

4. Cobell v. Salazar

No. 96 CV 1285 (TFH) (D. D.C.)

As part of the largest government class action settlement in our nation’s history, Jennifer Keough and Neil Zola worked with the U.S. Government to implement the administration program responsible for identifying and providing notice to the two distinct but overlapping settlement classes. As part of the notice outreach program, Ms. Keough participated in multiple town hall meetings held at Indian reservations located across the country. Due to the efforts of the outreach program, over 80% of all class members were provided notice. Under our supervision, the processing team processed over 480,000 claims forms to determine eligibility. Less than one half of 1 percent of all claim determinations made by the processing team were appealed. Ms. Keough was called upon to testify before the Senate Committee for Indian Affairs, where Senator Jon Tester of Montana praised her work in connection with notice efforts to the American Indian community when he stated: “Oh, wow. Okay... the administrator has done a good job, as your testimony has indicated, [discovering] 80 percent of the whereabouts of the unknown class members.” Additionally, when evaluating the Notice Program, Judge Thomas F. Hogan concluded (July 27, 2011):

...that adequate notice of the Settlement has been provided to members of the Historical Accounting Class and to members of the Trust Administration Class.... Notice met and, in many cases, exceeded the requirements of F.R.C.P. 23(c)(2) for classes certified under F.R.C.P. 23(b)(1), (b)(2) and (b)(3). The best notice practicable has been provided class members, including individual notice where members could be identified through reasonable effort. The contents of that notice are stated in plain, easily understood language and satisfy all requirements of F.R.C.P. 23(c)(2)(B).

5. Gulf Coast Claims Facility (GCCF)/In re Oil Spill by the Oil Rig “Deepwater Horizon” in the Gulf of Mexico, on April 20, 2010

No. 2179 (MDL) (E.D. La.)

The GCCF was one of the largest claims processing facilities in U.S. history and was responsible for resolving the claims of both individuals and businesses relating to the Deepwater Horizon oil spill. The GCCF, which the JND Founders helped develop,

processed over one million claims and distributed more than \$6 billion within the first year-and-a-half of its existence. As part of the GCCF, we coordinated a large notice outreach program which included publication in multiple journals and magazines in the Gulf Coast area. We also established a call center staffed by individuals fluent in Spanish, Vietnamese, Laotian, Khmer, French, and Croatian.

Following the closure of the Gulf Coast Claims Facility, the Deepwater Horizon Settlement claims program was created. Jennifer Keough and Neil Zola built a brand new, 400,000 square foot, center in Hammond, Louisiana with over 200 employees, which handled all of the back-office mail and processing for this multi-billion dollar settlement program. The Hammond center, which was the hub of the program, was visited several times by Claims Administrator Pat Juneau -- as well as by the District Court Judge and Magistrate -- who described it as a shining star of the program.

6. In re Mercedes-Benz Emissions Litig.

No. 16-cv-881 (D.N.J.)

JND Legal Administration was appointed as the Settlement Administrator in this \$700 million plus settlement wherein Daimler AG and its subsidiary Mercedes-Benz USA reached an agreement to settle a consumer class action alleging that the automotive companies unlawfully misled consumers into purchasing certain diesel type vehicles by misrepresenting the environmental impact of these vehicles during on-road driving. As part of its appointment, the Court approved the proposed notice plan and authorized JND Legal Administration to provide notice and claims administration services:

The Court finds that the content, format, and method of disseminating notice, as set forth in the Motion, Declaration of JND Legal Administration, the Class Action Agreement, and the proposed Long Form Notice, Short Form Notice, and Supplemental Notice of Class Benefits (collectively, the “Class Notice Documents”) – including direct First Class mailed notice to all known members of the Class deposited in the mail within the later of (a) 15 business days of the Preliminary Approval Order; or (b) 15 business days after a federal district court enters the US-CA Consent Decree – is the best notice practicable under the circumstances and satisfies all requirements provided in Rule 23(c)(2)(B). The Court approves such notice, and hereby directs that such notice be disseminated in the manner set forth in the Class Action Settlement to the Class under Rule 23(e)(1)...JND Legal Administration is hereby appointed as the Settlement Administrator and shall perform all duties of the Settlement Administrator set forth in the Class Action Settlement.

7. In re Stryker Rejuvenate and ABG II Hip Implant Products Liab. Litig.

No. 13-2441 (MDL) (D. Minn.)

Jennifer Keough and JND Vice President Gretchen Eoff ran the administration efforts for this \$1 billion settlement designed to compensate eligible U.S. Patients who had surgery to replace their Rejuvenate Modular-Neck and/or ABG II Modular-Neck hip stems prior to November 3, 2014. The team designed internal procedures to ensure the accurate review of all medical documentation received; designed an interactive website which included online claim filing; and established a toll-free number to allow class members to receive information about the settlement 24 hours a day. The program also included an auditing procedure designed to detect fraudulent claims and a process for distributing initial and supplemental payments. Approximately 95% of the registered eligible patients enrolled in the settlement program.

8. In re The Engle Trust Fund

No. 94-08273 CA 22 (Fla. 11th Jud. Cir. Ct.)

Jennifer Keough and David Isaac played key roles in administering this \$600 million landmark case against the country's five largest tobacco companies. Miles A. McGrane, III, Trustee to the Engle Trust Fund recognized Ms. Keough's role when he stated:

The outstanding organizational and administrative skills of Jennifer Keough cannot be overstated. Jennifer was most valuable to me in handling numerous substantive issues in connection with the landmark Engle Trust Fund matter. And, in her communications with affected class members, Jennifer proved to be a caring expert at what she does.

9. Loblaw Card Program

JND was selected by major Canadian retailer Loblaw and its counsel to act as program administrator in its voluntary remediation program as a result of a price-fixing scheme by some employees of the company involving bread products. The program offered a \$25 Card to all adults in Canada who purchased bread products in Loblaw stores between 2002 and 2015. Some 28 million Canadian residents were potential claimants. JND's team: (1) built an interactive website that was capable of withstanding hundreds of millions of "hits" in a short period of time; (2) built, staffed and trained a call center with operators available to take calls twelve hours a day, six days a week; (3) oversaw the vendor in charge of producing and distributing the cards; (4) was in charge of designing

and overseeing fraud prevention procedures; and (5) handled myriad other tasks related to this high-profile and complex project.

10. USC Student Health Ctr. Settlement

No. 18-cv-04258-SVW (C.D. Cal.)

JND was approved as the Settlement Administrator in this important \$215 million settlement that provides compensation to women who were sexually assaulted, harassed and otherwise abused by Dr. George M. Tyndall at the USC Student Health Center during a nearly 30-year period. JND designed a notice effort that included mailed and email notice to potential Class members, digital notices on Facebook, LinkedIn, and Twitter, an internet search effort, notice placements in USC publications/eNewsletters, and a press release. In addition, her team worked with USC staff to ensure notice postings around campus, on USC's website and social media accounts, and in USC alumni communications, among other things. We ensured the establishment of an all-female call center, fully trained to handle delicate interactions, with the goal of providing excellent service and assistance to every woman affected. JND staff also handled all lien resolution work for this case.

EXHIBIT H

Settlement Administration Protocols

The Parties do not intend this document to modify any requirements in the Settlement Agreement or in any related orders. The Parties did not attempt to include or repeat all requirements and obligations of the Settlement Administrator in this document. Nor did the Parties intend to create inflexible processes and procedures. The purpose of this document is to provide additional details regarding the mechanics and operation of the settlement administration process, which shall be carried out in a manner that is fully consistent with the Settlement Agreement and any and all related orders. Nothing herein shall be read to alleviate the Settlement Administrator from any obligations in the Settlement Agreement or related orders or to modify the Settlement, which the Settlement Administrator agrees to be bound to as a condition of its appointment by the Court. The Settlement Administrator agrees it will abide by all requirements set forth in the Settlement Agreement and in any related orders, including the Preliminary Approval Order and Qualified Protective Order contained therein.

Settlement Administrator Claims Team assigned to the project

The “Settlement Administrator Claims Team” will consist of a Senior Project Manager (“Senior PM”), Senior Director, Chief of Operations and other specifically assigned Settlement Administrator employees as the Settlement Administrator determines reasonable and appropriate to administer the Settlement, such as Call Center staff. All Settlement Administrator Claims Team members will be Settlement Administrator employees, will agree in writing to be bound by the Preliminary Approval Order and Qualified Protective Order contained therein, will receive all necessary and appropriate training and instruction (including as set forth in the Settlement Agreement and any related orders), and will comply with all obligations under the Settlement and any related orders.

Data Handling

Receipt of data from CDPH – Settlement Administrator will receive data from or through CDPH’s HIPAA-compliant secure portal. Only the Senior PM or Chief of Operations will have access on behalf of the Settlement Administrator and will access the portal. Once received, the data on the secure portal will be deleted by Settlement Administrator and the portal will be closed either manually or through automatic time expiration.

Data Storage – Senior PM or Chief of Operations will review and quality control (“QC”) the data received. Once data is reviewed and verified, then the records will be assigned a unique, randomly assigned Class Member ID and then uploaded into the unique database created in JND Legal Administration’s proprietary database. This database is the Settlement Administrator’s proprietary, encrypted, HIPAA-compliant class settlement management system. Any copies of the data created as part of the process for ingesting the data into the unique proprietary database will be securely deleted or destroyed; however, a backup may be stored during the administration process in a manner that is encrypted and HIPAA-compliant, and then likewise securely deleted or destroyed.

Data Access – Full record access to the unique and proprietary database will only be granted to Senior PM, Chief of Operations and an assistant, who will be trained concerning their legal duties and obligations arising out of the Settlement. Call Center staff shall not have access to any personally identifiable information, PHI, or Confidential HIV-related Information. Call Center staff will only have the ability to search and view de-identified, randomly assigned Class Member IDs and the corresponding status of the claim.

Class List – Only the Settlement Administrator shall have access to its copy of the Class List and any other information submitted by Settlement Class Members, except as expressly authorized in the Settlement Agreement or pursuant to an HIV-specific authorization form that is signed by the Settlement Class Member whose information is to be disclosed (or by someone with legal authorization to sign on their behalf). All information submitted by Settlement Class Members to the Settlement Administrator will be treated as highly confidential, and the Settlement Administrator shall not share any such information with Co-Lead Class Counsel, Defendants or their counsel other than CDPH, or any other person, except (a) as expressly authorized in the Settlement Agreement, or (b) pursuant to an HIV-specific authorization form that is signed by the Settlement Class Member whose information is to be disclosed (or by someone with legal authorization to sign on their behalf).

Notice of Settlement

Production and QC of Notice – Notices of Settlement (“Notice”) (Ex. B to the Settlement Agreement), including any re-mailed Notices as provided for in Section 3.7 of the Settlement Agreement, will be printed in-house at the Settlement Administrator’s designated office. Only Settlement Administrator Claims Team members shall have access to any sheets or data with personally identifying information. Each Notice package, including any re-mailed Notice as provided for in Section 3.7 of the Settlement Agreement, will be inserted into a non-windowed envelope, consistent with the envelope requirements of the Settlement Agreement. The envelopes will not have information identifying the specific case name or any information related to the nature of the case. Rather, each Notice package, and any re-mailed Notice package, will have the generic “Settlement Administrator” with a P.O. Box for the return address and otherwise fully consistent with the Settlement and related orders.

Additionally, each non-windowed envelope will have “Confidential Legal Information – To Be Opened Only By The Addressee” and “COURT ORDERED LEGAL NOTICE – IMPORTANT INFORMATION ABOUT YOUR LEGAL RIGHTS IS ENCLOSED” printed on the outside.

Each Notice package, and any re-mailed Notice package, will utilize a protective cover page that folds around the Notice of Settlement and that identifies that the information being provided therein is confidential and solely for reading by the Settlement Class Member.

Sample Notice packages will be produced and mailed to designated counsel for the Parties, as agreed to between them, for physical review and sign-off prior to the Notices being mailed to Settlement Class Members.

The Notice, and any re-mailed Notice package, will comply with all requirements in the Settlement Agreement. Moreover, in addition to any and all other requirements in the Settlement Agreement

and related orders, the Settlement Administrator Claims Team will also verify a minimum of twice that the contents of the Notice package and the addressee on the outside of the envelope match.

Form and Format of Notice – The form and format of the Notice envelope, including the envelope of any re-mailed Notice package, will comply with the requirements of the Settlement Agreement and any related orders, including the requirements in Section 3.7 of the Settlement Agreement. This includes – but is not limited to – the requirement that the envelope (i) is opaque, of appropriate and sufficient stock, and contains appropriate security tints or patterned or opaque printing to obscure the contents; and (ii) does not have a transparent or glassine window.

The Notice will be mailed to Settlement Class Members at the address on file with CDPH, as updated by the Settlement Administrator through the National Change of Address database or other similar database. If a Notice package is returned as undeliverable, the Claims Team will skip-trace for an updated address and re-mail the Notice package only if they receive verification that they are highly confident that the updated address is for the Settlement Class Member. Otherwise, the Notice will be logged as undeliverable and no additional action will be taken.

For any Settlement Class Member whose Notice of Settlement is re-mailed, a written objection or opt-out request must be postmarked no later than forty-five (45) calendar days after the date the Notice of Settlement is re-mailed to the Settlement Class Member by the Settlement Administrator.

For any re-mailed notice, the Settlement Administrator will include a one-page insert in the Notice package providing the revised objection and opt-out deadlines.

If necessary to retain undeliverable Notice packages as determined by the Settlement Administrator or any Party to the Settlement Agreement, undeliverable mail will be stored securely in compliance with HIPAA and all other applicable laws until the settlement administration process is finally completed, at which point it will be securely destroyed. If it is not necessary to retain the actual piece of undeliverable mail as determined in the discretion of the Settlement Administrator, then it shall be promptly destroyed in a secure manner.

No personally identifiable information will be contained in any weekly status report.

Notice To Certain Settlement Class Members Re Premier Pharmacy's and Evolve Healthcare, Inc./Gary Goldstein's Computer Systems and Databases

Production and QC of Notice – Supplemental Notices to certain Settlement Class Members whose information was determined to be located in a computer system, email system, or database maintained by Premier Pharmacy and/or Evolve Healthcare, Inc./Gary Goldstein (Ex. N to the Settlement Agreement) will be printed in-house at the Settlement Administrator's designated office. Only Settlement Administrator Claims Team members shall have access to any sheets or data with personally identifying information.

This separate notice will either be included in the Notice of Settlement package if feasible or mailed separately to identified Settlement Class Members, as agreed to by the Parties. Whether mailed as part of the Notice of Settlement package or separately, each package will be inserted into a non-windowed envelope, and be processed and mailed consistent with the envelope

requirements of Section 3.7 of the Settlement Agreement. The envelopes will not have identifying information with the specific case name or any information related to the nature of the case. Rather, each package will have the generic “Settlement Administrator” with a P.O. Box for the return address and otherwise fully consistent with the Settlement Agreement and related orders.

Additionally, each non-windowed envelope will have “Confidential Legal Information – To Be Opened Only By The Addressee” and “COURT ORDERED LEGAL NOTICE – IMPORTANT INFORMATION ABOUT YOUR LEGAL RIGHTS IS ENCLOSED” printed on the outside.

Each package will utilize a protective cover page that folds around the Supplemental Notice and that identifies that the information being provided therein is confidential and solely for reading by the Settlement Class Member.

Sample Supplemental Notice packages will be produced and mailed to the appropriate counsel for the Parties, as agreed to between them, for physical review and sign-off prior to the notices being mailed to the applicable Settlement Class Members.

The Supplemental Notice will comply with all requirements in the Settlement Agreement. Moreover, in addition to any and all other requirements in the Settlement Agreement and related orders, the Settlement Administrator Claims Team will also verify a minimum of twice that the contents of the Supplemental Notice package and the addressee on the outside of the envelope match.

Form and Format of Supplemental Notice – The form and format of the Supplemental Notice envelope will comply with the requirements of the Settlement Agreement and any related orders, including the requirements in Section 3.7 of the Settlement Agreement. This includes but is not limited to the requirement that the envelope (i) is opaque, of appropriate and sufficient stock, and contains appropriate security tints or patterned or opaque printing to obscure the contents; and (ii) does not have a transparent or glassine window.

The Supplemental Notice will be mailed to the identified Settlement Class Members to the address on file with CDPH, as updated by the Settlement Administrator through the National Change of Address database or other similar database. If a Supplemental Notice package is returned as undeliverable, the Claims Team will skip-trace for an updated address and re-mail the Supplemental Notice package only if they receive verification that they are highly confident that the updated address is for the Settlement Class Member. Otherwise, the Supplemental Notice will be logged as undeliverable and no additional action will be taken.

If necessary to retain undeliverable Supplemental Notice packages as determined by the Settlement Administrator or any Party to the Settlement Agreement, undeliverable mail will be stored securely in compliance with HIPAA and all other applicable laws until the settlement administration process is finally completed, at which point it will be securely destroyed. If not necessary to retain the actual piece of undeliverable mail as determined in the discretion of the Settlement Administrator, then it shall be promptly destroyed in a secure manner.

Upon the Effective Date, the Settlement Administrator will be authorized to provide a list to Premier Pharmacy and/or Evolve Healthcare, Inc./Gary Goldstein of those Settlement Class Members who returned the executed Supplemental Notice requesting that their information be deleted from any computer system, email system, or database maintained by Premier Pharmacy and/or Evolve Healthcare, Inc./Gary Goldstein, for the sole purpose of deleting (or rendering inactive and ultimately deleting the data in the case of Premier Pharmacy) those persons' information. The Settlement Administrator shall provide this list in accordance with the protections and provisions of the Qualified Protective Order and in a HIPAA-compliant format.

The number of completed Supplemental Notices received by the Settlement Administrator will be included in the weekly status report. No personally identifiable information will be contained in any weekly status report.

Automated Telephone System

Telephone System Operation – The telephone system shall be operated by Settlement Administrator.

Training of Operators – There will be a limited number of Call Center staff trained on this case. The Call Center staff will be thoroughly briefed on the extremely sensitive nature of this case. All Call Center staff will be employees of Settlement Administrator and will agree in writing to be bound by the Preliminary Approval Order and Qualified Protective Order therein.

Call Protocols – Phone calls with the Settlement Administrator Claims Team, Call Center staff and Settlement Class Members will not be recorded. The opening message on the call center interactive voice response system (“IVR”) will notify callers that they need not identify themselves by name. Most inquiries should be handled utilizing the unique Class Member ID previously assigned. Call escalations will be handled by the Settlement Administrator Claims Team. The Call Center will only handle live calls and will be available for a minimum of nine hours each day starting at 9 a.m. Pacific Time, which hours may be adjusted based on the recorded call volume to the IVR.

If someone calls and claims that they are a Settlement Class Member but did not receive a notice or a Class Member ID, the Settlement Administrator will issue that person a provisional Class Member ID. They will be advised that this does not mean that they will automatically receive a Settlement Payment. They will be advised to provide whatever proof that they can to substantiate their claim that they are a Settlement Class Member, and it will be reviewed based on data supplied by CDPH. Only once their status as a Settlement Class Member is substantiated will they be added to the Class List.

The number of incoming and outgoing calls and length of those calls will be provided on the weekly status report. No Settlement Class Member identifying information will be provided on these weekly status reports.

Website

Functionality – The Settlement Administrator shall promptly reserve the settlement website www.ThriveTribeSettlement.com. This website will provide the relevant court documents such as a copy of the Settlement Agreement, Preliminary Approval Order, relevant motions, etc. Important dates regarding the Settlement will be prominently placed on this website. A frequently asked questions page will provide easy to understand instructions for visitors explaining their options under the Settlement Agreement.

The number of website visits will be included in the weekly status report. No Settlement Class Member identifying information will be provided on the weekly status report.

Correspondence

Inbound Correspondence – Settlement Class Members will be instructed to mail any correspondence, including address updates, objections, opt outs or responses to the Supplemental Notice to the Settlement Administrator at a generic address in the following form or similar:

Doe v. California Department of Public Health, et al.
c/o JND Legal Administration
PO Box 91306
Seattle, WA 98111

All inbound correspondence will be sent to a separate, non-shared P.O. Box and gathered unopened in the Settlement Administrator mailroom and routed to the Settlement Administrator Claims Team for processing.

Correspondence Report – A count of the inbound correspondence will be provided in the weekly status report. No personally identifiable information will be contained in any weekly status report.

Objections

Inbound Objections – Objections will be gathered unopened in the Settlement Administrator mailroom and routed to the Settlement Administrator Claims Team for processing.

Objection Report – The Settlement Administrator will provide weekly status reports indicating the number of objections and whether any objections do not match a name on the Class List, among other information. No personally identifiable information will be contained in any weekly status report.

Exclusions

Inbound Exclusion Requests – Exclusion/opt out requests will be gathered unopened in the Settlement Administrator mailroom and routed to the Settlement Administrator Claims Team for processing. The Settlement Administrator will provide weekly status reports indicating the number

of exclusion requests and whether any such requests do not match a name on the Class List, among other information. No personally identifiable information will be contained in any weekly status report.

Settlement Payments

Settlement Fund – The Settlement Administrator shall set up the Settlement Fund and timely complete any filings necessary to obtain status as a Qualified Settlement Fund pursuant to Treas. Reg. § 1.468B-1. Co-Lead Class Counsel and counsel for Defendants shall provide to the Settlement Administrator any documentation necessary to facilitate obtaining Qualified Settlement Fund status.

Settlement Payments – Checks will not be mailed to Settlement Class Members who timely opt out of the Settlement, or for which the Notice of Settlement package was returned as undeliverable and no reliable updated address was located. Checks will be mailed out fully consistent with the procedures and requirements in the Settlement Agreement and related orders.

Uncashed Checks – Will be handled as set forth in the Settlement Agreement and related orders.

Cy Pres Payment – Co-Lead Class Counsel and Counsel for Defendants will provide the Settlement Administrator with directions and contact information as to whom any *cy pres* payment is to be made before the Settlement Fund is closed by the Settlement Administrator. The Settlement Administrator shall be authorized to hold back a certain agreed-to amount of funds from this payment to account for check reissuances and final notice and administration costs to complete the project.

Taxes

Amounts below \$600 – Non-taxable event; no I.R.S. Form 1099 needed.

Amounts above \$600 – An I.R.S. Form 1099 will be issued by the Settlement Administrator to Settlement Class Members. The Settlement Administrator will file all appropriate tax filings and statements of withholding, as applicable, with all relevant federal and state taxing authorities.

Case Closing

Data and Document Destruction – At the conclusion of the settlement administration process, the Settlement Administrator shall securely destroy all data relating to this Settlement as directed in the Settlement Agreement. Such data shall be handled consistent with the Settlement Agreement and related orders, including the Preliminary Approval Order and Qualified Protective Order contained therein.

EXHIBIT I

1 **CONSUMER WATCHDOG**

2 Jerry Flanagan (SBN: 271272)

3 jerry@consumerwatchdog.org

4 Daniel L. Sternberg (SBN: 329799)

5 danny@consumerwatchdog.org

6 6330 San Vicente Blvd., Suite 250

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Fax: (310) 392-8874

7 **WHATLEY KALLAS, LLP**

8 Alan M. Mansfield (of counsel, SBN: 125998)

9 amansfield@whatleykallas.com

10 16870 W. Bernardo Dr., Suite 400

San Diego, CA, 92127

11 Tel: (858) 674-6641

12 Fax: (855) 274-1888

13 **Attorneys for Plaintiff**

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

15 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

16 JOHN DOE, on behalf of himself and all others
17 similarly situated and for the benefit of the
18 general public,

19 Plaintiff,

20 v.

21 CALIFORNIA DEPARTMENT OF PUBLIC
22 HEALTH, *et al.*

23 Defendants.

Case No. 20STCV32364

*[Assigned to the Hon. Lawrence P. Riff in
Dept. 7 of Spring Street Courthouse]*

24 **DECLARATION OF JERRY FLANAGAN**
25 **IN SUPPORT OF CY PRES RECIPIENT**

26 Complaint filed: August 25, 2020

1 I, Jerry Flanagan, declare as follows:

2 1. I am the Litigation Director for Consumer Watchdog in Los Angeles, California. I am one
3 of the counsel of record for Plaintiff John Doe in the above-referenced action (the “*Doe Action*”).¹ The
4 following information is based on my personal knowledge and, if called upon to testify, I could and would
5 competently testify with respect thereto.

6 2. As part of the proposed settlement, Defendants, through the Settlement Administrator,
7 will mail checks to Settlement Class Members who do not opt out of the Settlement and whose Notices
8 of Settlement are not returned as undeliverable.

9 3. The Parties have chosen AIDS Project Los Angeles (“APLA Health”) as the potential *cy*
10 *pres* recipient under Section 4.4 of the Settlement Agreement pursuant to Code of Civil Procedure 384.
11 APLA Health is located in Los Angeles, California, and is a non-profit public benefit corporation
12 organized under the California Public Benefit Corporation Law for public and charitable purposes.

13 4. APLA Health is a public interest organization that is uniquely dedicated to expanding
14 access to top-quality care for LGBTQ+ people in underserved, primarily low-income neighborhoods in
15 Los Angeles County. Its mission is to remove barriers to and close the gaps concerning access to critical
16 HIV and other sexually transmitted disease (STD) care and treatment. Over the past 35 years, APLA
17 Health has expanded its services to meet the growing and changing needs of people living with
18 HIV/AIDS; for example, adding behavioral healthcare, developing robust HIV and STD testing and
19 prevention programs, broadening its support services, and adding primary medical care.

20 5. APLA Health’s mission of restoring dignity and trust within underserved communities in
21 Los Angeles County by providing world-class LGBTQ+ healthcare, support services, and HIV specialty
22 care will benefit Settlement Class Members and furthers the purposes of the *Doe Action*. There is also a
23 nexus between the Settlement Class Members and APLA Health. Plaintiff alleges in the Amended
24 Complaint that he and the other Settlement Class Members (who are all located in Los Angeles County)
25 provided their personal medical information to CDPH and Thrive Tribe for the purpose of participating
26 in two state programs that help provide people living with HIV access to adequate healthcare—the AIDS
27

28 ¹ Unless otherwise specified, all defined terms in this Declaration have the same meaning as the meaning
described in the Settlement Agreement, and those terms are incorporated here by this reference.

1 Drug Assistance Program and the Office of AIDS's Health Insurance Premium Payment program. This
2 highly sensitive information was not kept secure and was disclosed without Plaintiff's and Settlement
3 Class Members' written authorization or consent. APLA Health's work advances the interests of
4 Settlement Class Members by providing healthcare equity and promoting well-being while restoring
5 dignity and trust for LGBTQ+ individuals in Los Angeles County living with and affected by HIV.

6 6. I have confirmed that none of the attorneys representing Plaintiff in this action, nor
7 Consumer Watchdog itself, have any interests or involvement in the governance of APLA Health. I have
8 also confirmed with co-counsel Alan Mansfield that Whatley Kallas LLP has no such interest.

9 I declare under the penalty of perjury under the laws of the State of California that the foregoing
10 is true and correct, and that this declaration was executed on December 9, 2022, in Los Angeles,
11 California.

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13 JERRY FLANAGAN
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EXHIBIT J

1 **CRUSER, MITCHELL, NOVITZ, SANCHEZ,**
2 **GASTON & ZIMET, LLP**

Kevin R. Lussier (SBN: 143821)

3 KLussier@cmlawfirm.com

Katy S. Bekken (SBN: 317003)

4 kbekken@cmlawfirm.com

800 Wilshire Boulevard, 15th Floor

5 Los Angeles, CA 90017

6 Tel.: (213) 689-8500

7 Fax: (213) 689-8501

Attorneys for Defendants Thrive Tribe Foundation

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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14
15 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

16 JOHN DOE, on behalf of himself and all others
17 similarly situated and for the benefit of the
18 general public,

19 Plaintiff,

20 v.

21 CALIFORNIA DEPARTMENT OF PUBLIC
22 HEALTH, *et al.*

23 Defendants.

Case No. 20STCV32364

*[Assigned to the Hon. Lawrence P. Riff in
Dept. 7 of Spring Street Courthouse]*

**DECLARATION OF KEVIN R. LUSSIER
IN SUPPORT OF CY PRES RECIPIENT**

Complaint filed: August 25, 2020

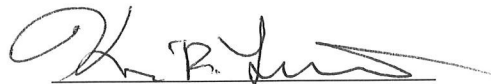
1 I, Kevin R. Lussier, declare as follows:

2 1. I am a partner with Cruser, Mitchell, Novitz, Sanchez, Gaston & Zimet, LLP in Los
3 Angeles, California. I am counsel of record for Defendant Thrive Tribe Foundation in the above-
4 referenced action (the "*Doe Action*").¹ The following information is based on my personal knowledge
5 and, if called upon to testify, I could and would competently testify with respect thereto.

6 2. The Parties have chosen AIDS Project Los Angeles ("APLA Health") as the potential *cy*
7 *pres* recipient under Section 4.4 of the Settlement Agreement pursuant to California Code of Civil
8 Procedure 384. APLA Health is located in Los Angeles, California, and is a non-profit public benefit
9 corporation organized under the California Public Benefit Corporation Law for public and charitable
10 purposes.

11 3. I have confirmed that none of the attorneys representing Thrive Tribe Foundation in this
12 action nor Thrive Tribe itself have any interests or involvement in the governance of APLA Health.

13 I declare under the penalty of perjury under the laws of the State of California that the foregoing
14 is true and correct, and that this declaration was executed on December 6, 2022, in Los Angeles, California.

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16 
17 KEVIN R. LUSSIER

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28 ¹ Unless otherwise specified, all defined terms in this Declaration have the same meaning as the meaning
described in the Settlement Agreement, and those terms are incorporated here by this reference.

EXHIBIT K

1 **TROUTMAN PEPPER HAMILTON**
2 **SANDERS LLP**

3 Kamran Salour (SBN: 247983)
4 kamran.salour@troutman.com
5 5 Park Plaza, Ste. 1400
6 Irvine, CA 92614
7 Tel.: 949-622-2739

8 **Attorneys for Defendant Good Health, d/b/a**
9 **Premier Pharmacy**

10
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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**
14

15 JOHN DOE, on behalf of himself and all others
16 similarly situated and for the benefit of the
17 general public,

18 Plaintiff,

19 v.

20 CALIFORNIA DEPARTMENT OF PUBLIC
21 HEALTH, *et al.*

22 Defendants.
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Case No. 20STCV32364

*[Assigned to the Hon. Lawrence P. Riff in
Dept. 7 of Spring Street Courthouse]*

**DECLARATION OF KAMRAN SALOUR
IN SUPPORT OF CY PRES RECIPIENT**

Complaint filed: August 25, 2020

1 I, Kamran Salour, declare as follows:

2 1. I am a partner with Troutman Pepper Hamilton Sanders LLP in Irvine, California. I am
3 the counsel of record for Defendant Good Health, Inc. d/b/a Premier Pharmacy Services in the above-
4 referenced action (the “*Doe Action*”).¹ The following information is based on my personal knowledge
5 and, if called upon to testify, I could and would competently testify with respect thereto.

6 2. The Parties have chosen AIDS Project Los Angeles (“APLA Health”) as the potential cy
7 pres recipient under Section 4.4 of the Settlement Agreement pursuant to California Code of Civil
8 Procedure 384. APLA Health is located in Los Angeles, California, and is a non-profit public benefit
9 corporation organized under the California Public Benefit Corporation Law for public and charitable
10 purposes.

11 3. I have confirmed that none of the attorneys representing Good Health, Inc. d/b/a Premier
12 Pharmacy Services in this action nor the company itself have any interests or involvement in the
13 governance of APLA Health.

14 I declare under the penalty of perjury under the laws of the State of California that the foregoing
15 is true and correct, and that this declaration was executed on Feb. 2, 2023, in Los Angeles, California.

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18 KAMRAN SALOUR

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28 ¹ Unless otherwise specified, all defined terms in this Declaration have the same meaning as the meaning
described in the Settlement Agreement, and those terms are incorporated here by this reference.

EXHIBIT L

1 **ROB D. CUCHER, ATTORNEY AT LAW**

2 Rob D. Cucher (SBN: 219726)

3 cucherlaw@msn.com

4 315 S. Beverly Drive, Suite 310

5 Beverly Hills, CA 90212

6 Tel.: (310) 795-5356

7 Fax: (310) 837-1996

8 **Attorney for Defendants Gary Goldstein and**
9 **Evolve Healthcare, Inc.**

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

12 JOHN DOE, on behalf of himself and all others
13 similarly situated and for the benefit of the
14 general public,

15 Plaintiff,

16 v.

17 CALIFORNIA DEPARTMENT OF PUBLIC
18 HEALTH, *et al.*

19 Defendants.

20 Case No. 20STCV32364

21 *[Assigned to the Hon. Lawrence P. Riff in*
22 *Dept. 7 of Spring Street Courthouse]*

23 **DECLARATION OF ROB D. CUCHER IN**
24 **SUPPORT OF CY PRES RECIPIENT**

25 Complaint filed: August 25, 2020

1 I, Rob D. Cucher, declare as follows:

2 1. I am an attorney with the Law Offices of Rob Cucher in Beverly Hills, California. I am
3 the counsel of record for Defendants Evolve Healthcare, Inc. and Gary “Julian” Goldstein, in the above-
4 referenced action (the “*Doe Action*”).¹ The following information is based on my personal knowledge
5 and, if called upon to testify, I could and would competently testify with respect thereto.

6 2. The Parties have chosen AIDS Project Los Angeles (“APLA Health”) as the potential *cy*
7 *pres* recipient under Section 4.4 of the Settlement Agreement pursuant to California Code of Civil
8 Procedure 384. APLA Health is located in Los Angeles, California, and is a non-profit public benefit
9 corporation organized under the California Public Benefit Corporation Law for public and charitable
10 purposes.

11 3. I have confirmed that none of the attorneys representing Evolve Healthcare or Gary
12 Goldstein in this action have any interests or involvement in the governance of APLA Health. I have also
13 confirmed that Evolve Healthcare and Mr. Goldstein also do not have interests or involvement in the
14 governance of APLA Health.

15 I declare under the penalty of perjury under the laws of the State of California that the foregoing
16 is true and correct, and that this declaration was executed on January 31, 2023, in Los Angeles, California.

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20 ROB D. CUCHER

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28 ¹ Unless otherwise specified, all defined terms in this Declaration have the same meaning as the meaning
described in the Settlement Agreement, and those terms are incorporated here by this reference.

EXHIBIT M

1 ROB BONTA
2 Attorney General of California
3 BENJAMIN G. DIEHL
4 Supervising Deputy Attorney General
5 ANDREW Z. EDELSTEIN
6 Deputy Attorney General
7 State Bar No. 218023
8 300 South Spring Street, Suite 1702
9 Los Angeles, CA 90013
10 Telephone: (213) 269-6307
11 Fax: (916) 731-2125
12 E-mail: Andrew.Edelstein@doj.ca.gov
13 Attorneys for Defendant California Department of
14 Public Health

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF LOS ANGELES
11 CENTRAL DISTRICT

15 JOHN DOE, on behalf of himself and all others
16 similarly situated and for the benefit of the
17 general public,

18 Plaintiff,

19 v.

20 CALIFORNIA DEPARTMENT OF PUBLIC
21 HEALTH, *et al.*

22 Defendants.

Case No. 20STCV32364

*[Assigned to the Hon. Lawrence P. Riff in
Dept. 7 of Spring Street Courthouse]*

**DECLARATION OF ANDREW Z.
EDELSTEIN IN SUPPORT OF CLASS
NOTICE PROGRAM AND STATEMENT
OF NON-INTEREST IN CY PRES
RECIPIENT**

Complaint filed: August 25, 2020

1 I, Andrew Z. Edelstein, declare as follows:

2 1. I am a Deputy Attorney General with the California Department of Justice in Los Angeles,
3 California. I am the counsel of record for Defendants California Department of Public Health and Dr.
4 Tomás J. Aragón, Director of the California Department of Public Health, in the above-referenced action
5 (the “*Doe Action*”).¹ The following information is based on my personal knowledge and, if called upon
6 to testify, I could and would competently testify with respect thereto.

7 2. The Notice of Settlement will be available in English and Spanish, as explained under
8 Section 3.7 of the Settlement Agreement. This is reasonable as CDPH communicates with the Settlement
9 Class Members in English and Spanish in the normal course of business regarding their enrollment in the
10 two public health programs at issue in the *Doe Action*.

11 3. The Settlement Agreement designates the AIDS Project Los Angeles (“APLA Health”) as the potential *cy pres*
12 recipient under Section 4.4 of the Settlement Agreement pursuant to California
13 Code of Civil Procedure 384. I have confirmed that none of the attorneys at the California Department
14 of Justice representing CDPH in this action, nor does CDPH itself, have any interests or involvement in
15 the governance of APLA Health. However, CDPH and the Department of Justice do not take a position
16 on the designation of AIDS Project Los Angeles as the *cy pres* recipient.

17 I declare under the penalty of perjury under the laws of the State of California that the foregoing
18 is true and correct, and that this declaration was executed on December 8, 2022, in Los Angeles,
19 California.

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23 ANDREW Z. EDELSTEIN

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28 ¹ Unless otherwise specified, all defined terms in this Declaration have the same meaning as the meaning described in the Settlement Agreement, and those terms are incorporated here by this reference.

EXHIBIT N

NOTICE OF PERSONAL INFORMATION IDENTIFIED IN COMPUTER SYSTEM

«Name» <<Mail Date>>
«Addr1»
«Addr2»
«City» «State» «Zip»

Unique Class Member ID: XXXXXX

Dear <<INSERT NAME>>:

You are receiving this notice because you are a Settlement Class Member in the case of *John Doe v. California Department of Public Health et al.*, Los Angeles Superior Court, Case No. 20STCV32364. During the investigation of the case the California Department of Public Health conducted an audit of the computer and email systems of Defendants Premier Pharmacy, Evolve Healthcare, Inc, and Gary “Julian” Goldstein.

Your name, and potentially other personal information, was discovered in a computer or email system maintained by <<Premier Pharmacy>> <<Evolve Healthcare and Gary “Julian” Goldstein (Defendants Evolve Healthcare, Inc. and Gary “Julian” Goldstein maintain a single computer).>>

As part of the Settlement in this case you have the right to have your information removed and permanently deleted. To do so you must complete the enclosed form and return it to the address provided. Premier Pharmacy is required to retain certain data pursuant to state law, federal law, and provider contracts. Premier Pharmacy will permanently delete all data as soon as it may do so.

Please sign the attached request form using only your unique Class Member ID provided above. To protect your privacy, please do not sign using your actual name and do not return this cover page.

Sincerely,

JND Legal Administration
Settlement Administrator

QUESTIONS? CALL 1-XXX-XXX-XXXX TOLL FREE OR VISIT www.ThriveTribeSettlement.com

**SI NECESITA ASISTENCIA EN ESPAÑOL, POR FAVOR LLAME AL 1-XXX-XXX-XXXX
PARA UNA NOTIFICACIÓN EN ESPAÑOL, www.ThriveTribeSettlement.com**

**PERSONAL INFORMATION DELETION REQUEST AND AUTHORIZATION FOR
USE AND DISCLOSURE OF PERSONAL INFORMATION**

I understand that my name and potentially other personal identifying information about me has been located in a computer or email system maintained by <<Premier Pharmacy>> <<Evolve Healthcare and Gary “Julian” Goldstein.>>

By entering my unique Class Member ID, I am requesting that all of my personal information be removed from all computer systems maintained by (please check the appropriate boxes):

☐ <<Premier Pharmacy>>

☐ <<Evolve Healthcare, Inc. and Gary “Julian” Goldstein>>

I also hereby authorize the Settlement Administrator, JND Legal Administration, to share my name, and Social Security number (only if determined to be necessary for identification purposes), with the California Department of Public Health and <<Premier Pharmacy>> <<Evolve Healthcare and Gary “Julian” Goldstein>> for the sole purpose of ensuring that all of my personal information is deleted. <<Premier Pharmacy>> <<Evolve Healthcare and Gary “Julian” Goldstein>> shall process those deletions promptly. This authorization is in effect until the deletions are processed, when it expires.

DATED: _____

Class Member ID No. _____

RETURN THIS FORM TO:

JND Legal Administration

ATTN: XXXXX

ADDRESS

QUESTIONS? CALL 1-XXX-XXX-XXXX TOLL FREE OR VISIT www.ThriveTribeSettlement.com

**SI NECESITA ASISTENCIA EN ESPAÑOL, POR FAVOR LLAME AL 1-XXX-XXX-XXXX
PARA UNA NOTIFICACIÓN EN ESPAÑOL, www.ThriveTribeSettlement.com**

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PROOF OF SERVICE
State of California, County of Los Angeles

I am employed in the City and County of Los Angeles in the State of California. I am over the age of 18 years and not a party to the within action. My business address is 6330 San Vicente Boulevard, Suite #250, Los Angeles, California 90048, and I am employed in the city and county where this service is occurring.

On May 9, 2023, I caused service of true and correct copies of the documents entitled

EXECUTED AMENDED SETTLEMENT AGREEMENT AND EXHIBITS

upon the persons named in the attached service list, in the following manner:

SEE ATTACHED LIST

☒ (BY EMAIL OR ELECTRONIC SERVICE) Per the Court's Order dated October 22, 2020 authorizing electronic service, I caused the above-entitled document to be served through Case Anywhere addressed to all parties appearing on the Case Anywhere electronic service list for the above-entitled case.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on May 9, 2023, at Los Angeles, California.


Kaitlyn Gentile

Service List

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Tel: (212) 447-7060
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Attorneys for Plaintiff John Doe

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Attorneys for Plaintiff John Doe

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DEPARTMENT OF JUSTICE

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Fax: (916) 731-2125

1 **DEPARTMENT OF JUSTICE**

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3 Deputy Attorney General V
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7 Sacramento, CA 95814
8 Tel.: (916) 210-7920
9 Fax: (916) 324-5567

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8 **SANCHEZ, GASTON & ZIMET, LLP**

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Attorneys for Defendant Thrive Tribe Foundation

14 **ROB D. CUCHER, ATTORNEY AT LAW**

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19 Tel.: (310) 795-5356
20 Fax: (310) 837-1996

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Gary Goldstein*

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23 Costa Mesa, California 92626
24 Tel.: (949) 622-2700

*Attorneys for Defendant Good Health, Inc. d/b/a
Premier Pharmacy Services*