

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “Agreement”) is made and entered into by and between the Settlement Class Representative, Vanessa Colvin, individually and on behalf of the Settlement Class Members (as defined below), on the one hand, and Defendant Salinas Valley Memorial Healthcare System (“Defendant” or “SVMHS”), on the other hand. The Settlement Class Representative and Defendant are referred to collectively as the “Parties” or individually as a “Party.”

RECITALS

This Agreement is made for the following purposes and with reference to the following facts:

A. On July 23, 2020, two plaintiffs, “J.P. and S.P.,” on behalf of themselves and similarly situated individuals, filed a putative class action complaint entitled *J. P., et al. vs. Salinas Valley Memorial Healthcare System, et al.*, in Monterey County Superior Court (the “Court”) and assigned Case No. 20CV001923 (the “Action”). The complaint alleged negligence, and violations of California’s Confidentiality of Medical Information Act (“CMIA”) and Unfair Competition Laws, Business and Professions Code §§ 17200 (“UCL”), on behalf of all California citizens whose identities, personal data, or medical information stored or processed by SVMHS were accessed by one or more unauthorized parties between April 30, 2020 and June 5, 2020. Neither J.P. nor S.P. received a notice of the incident from SVMHS, and therefore they had no standing to file the Action. The first amended complaint added plaintiffs “V.C.” and “A.J.,” and while A.J. was not a recipient of SVMHS’s notice letter, V.C., whose name is Vanessa Colvin, was one of the persons who received the letter. Plaintiffs’ counsel subsequently dismissed the three plaintiffs who were not impacted, leaving V.C. as the only plaintiff.

B. The Court sustained SVMHS's demurrers and dismissed with prejudice the CMIA claim under Civil Code section 56.10, the negligence claim, and the UCL claim. As such, the sole remaining cause of action in the second amended complaint is for the CMIA claim under Civil Code section 56.101, but only for nominal damages of \$1,000 under section 56.36(b)(1), and not for actual damages or penalties under 56.36(b)(2).

C. After some direct negotiations between counsel for the Parties, followed by a day-long mediation session with the Hon. Edward A. Infante (Ret.) on October 12, 2021, a tentative settlement was reached, the final terms of which are set forth in this Agreement.

D. Defendant denies it has committed any wrongful acts or violated any laws or duties. Defendant also denies that the Settlement Class Representative, or the class she seeks to represent, is entitled to any form of damages or relief based on the conduct alleged in the Action. In addition, Defendant maintains that it has meritorious defenses to all of the claims alleged in the Action. Defendant disputes the claims and contentions alleged in the Action and by entering into this Agreement does not admit any liability or wrongdoing of any kind or that any class can or should be certified, except for settlement purposes.

E. Settlement Class Counsel (as defined below) and the Settlement Class Representative believe that the Action has merit and have examined and considered the benefits to be obtained under this Agreement, the risks associated with the continued prosecution of this complex and potentially time-consuming litigation, and the likelihood of class certification and success on the merits. Settlement Class Counsel have investigated the facts and law relevant to the Action, and have conducted independent investigation and research. Settlement Class Counsel and the Settlement Class Representative have concluded that the settlement set forth in this

Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class Members (as defined below).

F. The Parties enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation and to avoid the risks of litigation. The Parties desire to settle the Action in its entirety with respect to all claims arising from or related to the Data Security Incident (as defined below) occurring between April 29, 2020 and June 5, 2020. The Parties intend this Agreement to bind the Parties and all Settlement Class Members who are not excluded from the Settlement Class (as defined below).

NOW, THEREFORE, in light of the foregoing, in consideration of the terms and conditions set forth herein, which the Parties acknowledge are good and valuable consideration for this Agreement, the Parties hereby agree and stipulate, by and through their respective counsel of record, subject to approval by the Court, as follows:

1. Additional Definitions

As used in this Agreement and its incorporated exhibits, the following terms have the following meanings:

(a) “Claim Form” is the hard-copy or online form, substantially in the form of **Exhibit A** hereto, that Settlement Class Members must submit to the Claims Administrator (as defined below) by the Claims Deadline (as defined below), along with any required supporting documentation, requesting reimbursement for out-of-pocket losses or expenses related to the Data Security Incident (as defined below).

(b) “Claims Administrator” refers to CPT Group, Inc., who the Parties have agreed will be responsible for the administration of this settlement as described herein. As a condition for its appointment as Claims Administrator, CPT Group, Inc. shall use any class member information

provided by either Settlement Class Counsel or Defendant solely to carry out its duties as Claims Administrator pursuant to this Agreement. Defendant shall pay the Claims Administrator directly for all costs and expenses associated with providing notice of the settlement to the Settlement Class and otherwise administering and carrying out the terms of the settlement.

(c) “Claims Deadline” means the final deadline to submit Claims Forms seeking reimbursement for out-of-pocket losses or expenses related to the Data Security Incident (as defined below).

(d) “Data Security Incident” refers to the phishing scheme and any resulting breach that SVMHS experienced between April 30, 2020 and June 5, 2020.

(e) “Defense Counsel” refers to Spencer Persson, Courtney DeThomas, and Monder Khoury of Davis Wright Tremaine LLP.

(f) “Final Approval Order and Judgment” shall mean the final order and judgment entered by the Court in this Action upon final approval of this settlement. The Final Approval Order and Judgment shall not be entered if any Party terminates this Agreement pursuant to the terms set forth herein. The settlement embodied in this Agreement shall become effective upon the later of (the “Settlement Effective Date”): (a) if there are no objections submitted, entry by the Court of a final approval Order and Judgment finally certifying the Settlement Class and approving the Settlement, or (b) if there are objections to the Settlement, 65 calendar days after the Court enters a final Order and Judgment approving the Settlement Class and approving the Settlement, or (c) if any appeal, writ, or other appellate proceeding opposing the Court’s final Order approving the Settlement has been filed, five business days after any appeal, writ, or other appellate proceedings opposing the Settlement have been finally and conclusively dismissed with no right to pursue further remedies or relief. If any

appeal of the Final Approval Order and Judgment is filed, then the Settlement Effective Date shall be the day after the Final Approval Order and Judgment is final upon the full and final resolution of any appeals taken from that Final Approval Order and Judgment such that no further appeal or writ may be taken from it and mandate has been issued.

(g) “Preliminary Approval” shall mean an order entered by the Court preliminarily approving this settlement. Settlement Class Counsel on behalf of the Settlement Class Representative shall file a Motion for Preliminary Approval explaining to the Court that the Parties have reached a settlement on the terms described herein, and seeking an order from the Court preliminarily approving the settlement. A Preliminary Approval Order shall not be entered if any Party terminates this Agreement pursuant to the terms set forth herein.

(h) “Notice Deadline” means the last day by which the Settlement Administrator shall have the notices forwarded to all Class Members.

(i) “Reimbursable Expense Guide” means the guide included in the Claim Form which sets out the guidelines and requirements the Settlement Class Members must follow in submitting a request for reimbursement of expenses.

(j) “Settlement Class” or “Settlement Class Members” means All citizens of the State of California whose personal data or medical information stored or possessed by Salinas Valley Memorial Healthcare System was potentially accessed by one or more unauthorized parties between April 30, 2020 and June 5, 2020. Excluded from the definition of Settlement Class or Settlement Class Member are all persons who validly opt out of the settlement by following the procedures set forth herein.

(k) “Settlement Class Counsel” refers to Joshua B. Swigart of Swigart Law Group, APC and Gayle M. Blatt of Casey Gerry Schenk Francavilla Blatt & Penfield, LLP.

2. Certification of Settlement Class and Approval of the Settlement

2.1 As soon as practicable after this Agreement is signed, the Settlement Class Representative shall draft a Motion for Preliminary Approval and submit it to the Court, seeking an order in the Action provisionally certifying (for settlement purposes only pursuant to California Rule of Court 3.769(d)) the Settlement Class and preliminarily approving the settlement embodied by this Agreement pursuant to Rule 3.769(c) (the “Class Action Settlement”). The motion shall request that the Court (a) preliminarily approve this Agreement as being the product of serious, informed, non-collusive negotiations, having no obvious deficiencies, not improperly granting preferential treatment to the proposed Settlement Class Representative or segments of the Settlement Class, and falling within the range of possible final approval; (b) stay all proceedings in the Action until the Court renders a final decision on approval of the Class Action Settlement; (c) appoint the named Plaintiff Vanessa Colvin as Settlement Class Representative for settlement purposes only; (d) appoint Settlement Class Counsel as Class Counsel for settlement purposes only; and (e) set the date and time of the final approval hearing, which should not occur until at least 110 calendar days after entry of the preliminary approval order. Settlement Class Counsel shall prepare initial drafts of the motion for preliminary approval and supporting documents and provide those drafts to Defense Counsel at least fourteen calendar days before filing, and Defendant shall have the option to join in the Settlement Class Representative’s motion. Defendant reserves the right to challenge any matters that do not comport with its understanding of the settlement terms. The Parties agree that the Court may make preliminary findings and enter an order certifying the Settlement Class subject to final findings, final approval of the Class Action Settlement, and entry of the Final Approval Order and Judgment.

2.2 No later than 110 calendar days after entry of the preliminary approval order, Settlement Class Counsel shall file their motion for final approval of the Class Action Settlement and entry of a Final Approval Order and Judgment and motion for an award of attorneys' fees, litigation costs and expenses, and the Settlement Class Representative's service award. Settlement Class Counsel shall file with their final approval motion papers a complete list of all Settlement Class Members who validly and timely have excluded themselves from the Class, as described below. Settlement Class Counsel shall prepare initial drafts of the motion for final approval and supporting documents and provide those drafts to Defense Counsel at least seven calendar days before filing. Defendant shall have the option to join in the Settlement Class Representative's motion, but reserves the right to challenge any matters that do not comport with its understanding of the settlement terms. The motion and all supporting papers shall be provided to Settlement Class Members upon request.

2.3 The Parties shall take all necessary and reasonable steps to achieve certification of the Settlement Class, preliminary and final approval of the Class Action Settlement, and entry of a Final Approval Order and Judgment, including, without limitation, responding to objections, addressing any appeals or appellate issues, and obtaining any further orders from the Court as may be necessary, provided that such steps are not inconsistent with the provisions of this Agreement. At the time of the final approval hearing by the Court, and if the Court provides final approval of the settlement, the Parties shall request that the Court immediately execute and enter a Final Approval Order and a Judgment. The Parties shall execute and deliver any additional papers, documents and other assurances, and shall do any other acts reasonably necessary to perform their obligations under this Agreement and to carry out the Agreement's expressed intent.

2.4 Defendant does not consent to certification of any class for any purpose other than effectuating this Class Action Settlement and disputes that any class should or could be certified for any other purpose. The certification of the Settlement Class for settlement purposes, the appointment of the Plaintiff as Settlement Class Representative, and the appointment of Plaintiff's counsel to act as Settlement Class Counsel, shall be binding only with respect to this Agreement. If the Court fails to approve this Agreement or if this Agreement is terminated, cancelled, or fails to become effective for any reason whatsoever, this class certification, to which the Parties have stipulated solely for the purposes and in consideration of the settlement of the Actions, this Agreement, and all the provisions of the preliminary approval order, shall be vacated by their own terms, and the litigation of the Action shall revert to its status with respect to class certification as it existed prior to the date of this Agreement. In that event, Defendant shall retain all rights it had immediately preceding the execution of this Agreement to object to the maintenance of the Action as class action, and in that event, nothing in this Agreement, or any other papers or proceedings related to the settlement of the Action shall be used as evidence or argument by any party concerning whether the Action may properly be maintained as a class action under applicable law.

2.5 If the Court proposes modifications of, or additions to, this Agreement or its exhibits, the Parties each agree to exercise their judgment in good faith to evaluate such proposed modifications but shall have the right to agree to or reject any or all of them.

3. Settlement Consideration, Payments, and Procedures

3.1 There are 2,384 Settlement Class Members. Defendant has agreed to establish a settlement fund in the amount of \$340,000 (the "Settlement Fund"), out of which the following will be paid:

- a. Payment for Out-Of-Pocket Expenses: Settlement Class Member may request up to \$750 in reimbursement for reasonable, documented out-of-pocket expenses related to the Data Security Incident (see **Exhibit A**).
- b. Attested Time: Class Members may request reimbursement for up to 4 hours of time spend remediating the data incident at a rate of \$25 per hour upon attestation detailing the time spent. If expenses claimed exceed the amount available for claims under the Settlement Fund, each Class Member's claim will be decreased on a pro-rata basis. Class Members may make claims for Out of Pocket Expenses and Attested Time, but the total of both claims may not exceed \$750. There will be a 60-day period to submit claims for out-of-pocket expenses and attested time;
- c. Payment to Settlement Class Counsel: Settlement Class Counsel shall have the right to make a motion for attorneys' fees of no more than \$113,333.33 and costs and expenses not to exceed \$5,000, all to be paid by Defendant. Defendant will not oppose any motion by Settlement Class Counsel for an award of attorneys' fees of no more than \$113,333.33 and costs and expenses not to exceed \$5,000. Defendant agrees that it has no right to appeal the amount of any award of attorneys' fees, costs or enhancements so long as the total amount awarded for attorneys' fees and costs does not exceed \$113,333.33 in fees and \$5,000 in costs. Defendant shall not be liable for any payment to Settlement Class Counsel other than an award of fees, costs and expenses to be paid directly by Defendant. Defendant shall wire transfer to Settlement Class Counsel the total amount of attorneys'

fees and costs approved by the Court within 14 business days of the Settlement Effective Date, but reserves the right to withhold any amount awarded in excess of \$118,333.33 until such time as any appeal relating to fees and costs is fully resolved. A reduction by the Court or by an appellate court of the fees and costs awarded to Settlement Class Counsel shall not affect any of the Parties' rights and obligations under this Agreement, and shall only serve to reduce the amount of the fees, costs and expenses payable to Settlement Class Counsel; and

- d. Payment to Settlement Class Representative: Settlement Class Representative agrees not to seek a service award of more than \$2,000 as consideration for her efforts in prosecuting the Action to date and through entry of the Final Approval Order and Judgment. Defendant will not oppose this request so long as it does not exceed the above amount. Other than the value of her individual claim as Settlement Class Member, the amount ultimately ordered by the Court shall be the only consideration paid to the Settlement Class Representative under this Agreement or in connection with the Action and Defendant shall not otherwise be liable for any payment to the Settlement Class Representative. A reduction by the Court or by an appellate court of the service award will not be considered a material modification of this Agreement and shall not affect any of the Parties' rights and obligations under this Agreement, and shall serve only to reduce the amount of the service award payable to a Settlement Class Representative. Defendant shall pay, by way of a check sent to Settlement

Class Counsel, the service award, as approved by the Court, to the Settlement Class Representative within 14 business days after the Settlement Effective Date.

3.2 As part of this Settlement, Defendant agrees to implement certain improvements to its data security practices. Any portions of the Settlement Fund that remain unclaimed after expiration of the claim submission period shall revert to Defendant and be used to implement the agreed upon following improvements to its data security practices: (a) third-party auditors to conduct regular penetration tests; (b) maintenance of appropriate firewalls and access controls; (c) regular training of all personnel relating to phishing and other security attached; and (d) conduct regular computer system scanning and security checks.

4. Claims Administration

4.1 The Claims Administrator shall administer the process of notifying the Settlement Class; receiving, processing and paying reimbursement claims, and any other duties necessary to administer the Class Action Settlement and/or to which the Parties otherwise agree in writing. The Claims Administrator shall ensure that the information that it receives from the Parties and Settlement Class Members is secured and managed in such a way as to protect the security and confidentiality of the information from third parties. The Claims Administrator shall disseminate the Settlement Class Notice by a combination of U.S. mail and email, as described in the preliminary approval order and below.

4.2 No later than 15 calendar days before the filing date for Plaintiff's motion for final approval of the Class Action Settlement, the Claims Administrator shall provide a declaration to Settlement Class Counsel and Defense Counsel outlining all work performed to date and confirming that the Claims Administrator provided the Settlement Class with notice in

accordance with the Court's preliminary approval order and any subsequent orders the Court might make as to the notice to be provided the Settlement Class, along with a list of all persons who submitted timely and valid requests for exclusion (as defined below).

5. Nullification & Severability

5.1 If any provision of this Agreement is declared by the Court to be invalid, void, or unenforceable, the remaining provisions of this Agreement will continue in full force and effect provided that neither Party determines that the invalid, void, or unenforceable provisions are material and require that Party to terminate the Agreement. The Party terminating the Agreement shall provide written notice to the other Party within five business days of the Court's Order declaring such provision invalid, void, or unenforceable.

5.2 In the event that for any reason final approval does not occur (for example, because this Agreement and/or the Final Approval Order and Judgment is modified or reversed on appeal, or this Agreement is canceled, rescinded, terminated, voided, or nullified as described in Section 5.1), Defendant shall pay all costs and expenses incurred by the Claims Administrator for work performed in connection with this Agreement.

6. Settlement Class Notice

6.1 Defendant shall compile a list of the most recent mail and email addresses in its possession for all Settlement Class Members, i.e., the Class List. The Class List shall be compiled and provided to the Claims Administrator no later than 10 calendar days after entry of the Court's order preliminarily approving the Class Action Settlement.

6.2 No later than 5 calendar days after receiving the Class List, the Claims Administrator shall run all mailing addresses through the United States Postal Service National

Change of Address (“NCOA”) (or comparable) database to update the information provided by Defendant.

6.3 No later than 30 calendar days after entry of the Court’s order preliminarily approving the Class Action Settlement, the Claims Administrator shall send to each of the persons on the Class List for whom a mailing address was provided (but no email address on file) the Settlement Class Notice substantially in the form of **Exhibit B** hereto by regular mail. No later than 30 calendar days after entry of the Court’s order preliminarily approving the Class Action Settlement, the Claims Administrator shall email to each of the persons on the Class List for whom an email address was provided the Email Settlement Class Notice substantially in the form of **Exhibit C** hereto. If any Settlement Class Notice is returned to the Claims Administrator as undeliverable, the Claims Administrator shall mail anyone on the Class List who was emailed but where a mailing address is also provided, and for all others will immediately perform a skip-trace and/or other customary address searches in an attempt to locate a valid address, and if a new mailing address is obtained, re-mail the appropriate notice document to that updated mailing address.

6.4 Unless otherwise required by the Court, nothing else shall be required of the Parties, Settlement Class Counsel, Defense Counsel or the Claims Administrator to provide notice of the proposed settlement and the final approval hearing as described herein.

6.5 The Parties agree that the Settlement Class Notice program described herein fairly informs the Settlement Class Members of the nature of the litigation, the financial and other terms of the Agreement that are particularly significant for the Settlement Class Members, the procedure for and consequences of making a claim, opting-out, and objecting to this Agreement, and the date of the final approval hearing as set by the Court.

7. Submission of Claims for Reimbursement

7.1 So long as Defendant has not met the \$340,000 cap on the payment of Settlement Class Members reimbursements, any Settlement Class Member may submit a claim for reimbursement of reasonable out-of-pocket expenses related to the Data Security Incident; provided, however, that all Claim Forms (**Exhibit A**) must be postmarked on or before 60 days after the Notice Deadline.

7.2 For a Settlement Class Member to be paid reimbursement of reasonable out-of-pocket expenses, he or she must submit one or more hard-copy or online Claim Forms (**Exhibit A**) plus the required supporting documentation. The Claims Administrator may require additional supporting documentation, which may include, if applicable: bills and invoices documenting the amount of the claim and proof that the bills and invoices were paid.

7.3 All reimbursement Claim Forms (**Exhibit A**) must be filed online or postmarked on or before 60 days after the Notice Deadline. After reviewing each claim and all supporting documentation, the Claims Administrator shall determine whether a Settlement Class Member's claim is sufficient to support a claim and the amount of reimbursement to be paid to the Settlement Class Member, using the Reimbursable Expense Guide as a guide. In making each determination, the Claims Administrator shall use reasonable procedures to screen claims for abuse, fraud, duplication, or ineligibility. If the Claims Administrator deems a claim to be incomplete or deficient, the Claims Administrator shall send the Settlement Class Member a notice requesting additional information and/or outlining any deficiencies and providing the Settlement Class Member 21 calendar days from the notice to provide the requested additional information and/or cure the outlined deficiencies. The Claims Administrator shall make a final and binding resolution with regard to whether the deficiency has been timely cured. If a Settlement Class

Member fails to timely respond, his or her claim shall be denied as to the deficient portion of the claim.

7.4 The Claims Administrator shall establish an account from which reimbursement payments will be issued. Within 10 business days of the Settlement Effective Date, Defendant shall make an initial payment of \$50,000 to the Claims Administrator to fund the reimbursement account. For all Claim Forms submitted before the Settlement Effective Date, the Claims Administrator shall make a final determination of whether a claim qualifies for full or partial reimbursement payment within 30 calendar days of the Settlement Effective Date. The Claims Administrator will issue reimbursement checks to such approved claimants within 30 calendar days of the Settlement Effective Date. For claims approved after the Settlement Effective Date, the Claims Administrator will issue reimbursement checks on approved claims within 30 calendar days of approval. Anytime the balance in the reimbursement fund drops below \$25,000, the Claims Administrator shall request a payment from Defendant sufficient to increase the fund balance to \$50,000. Defendant must provide the requested funds within 10 business days of the request. Once Defendant has paid a total of \$340,000 in reimbursements under this section, its obligation to reimburse Settlement Class Members for out-of-pocket losses or expenses shall end. If any balance remains after all timely approved Claim Forms have been paid, the remaining balance shall be returned to Defendant.

7.5 The Claims Administrator shall issue a written approval or denial of all claims for reimbursement, with a copy to Settlement Class Counsel and Defense Counsel. All decisions of the Claims Administrator are final and binding; no right of appeal exists as to any Settlement Class Member or Defendant. Although no formal right of appeal is available to the Settlement Class Members or Defendant, the Claims Administrator has the authority to reverse a

denial of any claim so long as it does so within 30 calendar days of the date of the denial letter. No decisions by the Claims Administrator shall be deemed to constitute a finding, admission, or waiver by Defendant as to any matter of fact, law or evidence having any collateral effect in any other proceeding or before any other forum or authority.

8. Exclusion from the Settlement Class; Objections

8.1 Any Settlement Class Member who fails to submit a timely and valid request for exclusion shall automatically be deemed a Settlement Class Member whose rights and claims with respect to the issues raised in the Action will be finally adjudicated by the Court's order approving the Class Action Settlement, the Final Approval Order and Judgment, and any other relevant rulings in the Action.

8.2 Persons who meet the definition of Settlement Class Members shall have until 45 calendar days from the Notice Deadline to exclude themselves from the Settlement Class by sending a letter, by first class United States mail, to the Claims Administrator containing (1) the title of the Action; (2) the full name, address, and telephone number of the person requesting exclusion; and (3) a statement that he or she requests exclusion from the Settlement Class. Persons who timely opt-out of the Class Action Settlement shall: (a) have no right to receive any benefits under the Class Action Settlement; (b) not be bound by the terms of the Class Action Settlement; and (c) have no right to object to the terms of the Class Action Settlement or be heard at the final fairness hearing. Opt-out letters must be submitted individually and cannot be made on behalf of a group of Settlement Class Members. Each letter must be signed by the person who is opting out. Any such opt-out request must be made in accordance with the terms set forth in this Agreement and the Settlement Class Notice and will be timely only if postmarked no later than 45 calendar days after the Notice Deadline. (the "Exclusion Period"). The delivery date is deemed to be the

date the request for exclusion is deposited in the U.S. Mail as evidenced by the postmark. Any person opting out may not be allowed to rescind or revoke such decision, without the approval of the Parties and the Court. Any person who does not properly and timely submit an opt-out request consistent with the procedures of this section shall be deemed to have waived all rights to opt-out and shall be deemed a Settlement Class Member for all purposes under this Class Action Settlement.

8.3 No later than fifteen calendar days before the Final Approval Hearing, the Claims Administrator shall provide the Court, Settlement Class Counsel and Defense Counsel with a list of persons who have validly opted out of the Settlement Class. Settlement Class Members cannot both object to and opt-out of this settlement. Any Settlement Class Member who attempts to both object to and opt-out of this settlement will be deemed to have opted out and will forfeit the right to object to the settlement set forth in this Agreement or any of its terms. If a Class Member presents both a Claim Form and an opt-out request, the opt-out request shall be deemed void and of no force and effect, and the Claim Form shall be processed under the terms of this Agreement.

8.4 Blow-up Clause. Notwithstanding anything else in this Agreement, if more than 10% of persons meeting the definition of Settlement Class Members opt-out, Defendant shall have the unilateral option to terminate this Agreement at its sole discretion, and this Agreement shall be null and void and this settlement of no force and effect as described in Section 2.4 above. If Defendant so elects, it shall give notice of such termination in writing to Settlement Class Counsel no later than 10 business days after receiving the list of persons who have requested exclusion from the Settlement Class as described above. If Defendant terminates this Agreement,

Defendant shall be obligated to pay the Claims Administrator for all costs and expenses incurred by the Claims Administrator for work performed in connection with this Agreement.

8.5 The motion for preliminary approval will request that the Court order that any objections to this Class Action Settlement must be submitted to the Claims Administrator no later than 45 calendar days after the Notice Deadline, and, each objection must include: (1) a heading containing the name and case number of the Action; (2) the Settlement Class Member's name and postal address; (3) a statement as to the basis of the objector's belief that he or she is a member of the Settlement Class; (4) a detailed statement of each objection, including, if available, the factual and legal basis for each objection; and (5) a statement of whether the Settlement Class Member intends to appear, either in person or through counsel, at the final approval hearing, and, if through counsel, a statement identifying the counsel's name, postal address, telephone number, and email address.

9. Release

9.1 Upon entry of the Final Approval Order and Judgment, the Settlement Class Representative and each Settlement Class Member, and their respective heirs, assigns, successors, agents, attorneys, executors, and representatives, shall be deemed to have and by operation of this Agreement and the Final Approval Order and Judgment shall have, fully, finally, irrevocably, and forever, released Salinas Valley Memorial Healthcare System and its past or present direct and indirect parents, affiliates and subsidiaries (whether or not wholly owned) and their respective directors, officers, employees, agents, insurers, shareholders, members, attorneys, advisors, consultants, representatives, franchisees, franchisors, partners, affiliates, related companies, parents, subsidiaries (whether or not wholly owned), joint ventures, divisions, predecessors, successors, and assigns and each of them (collectively, the "Released Parties") from any and all

liabilities, claims, causes of action, damages (whether actual, compensatory, statutory, punitive or of any other type), penalties, costs, attorneys' fees, losses, or demands, whether known or unknown, existing or suspected or unsuspected, that were or reasonably could have been asserted based on the factual allegations contained in the Action's operative complaint, or relate to or arise out of the Data Security Incident up to and including the last date to opt out of the settlement (collectively, the "Released Claims"). The Released Claims include, but are not limited to, claims that were or reasonably could have been asserted based on the factual allegations contained in the Action concerning Defendant's purported exposure of the Settlement Class Members' information in 2020, including but not limited to any claims, actions, causes of action, demands, damages, penalties, losses or remedies relating to, based upon, resulting from, or arising out of (1) Defendant's exposure of Settlement Class Members' information; (2) Defendant's maintenance of Settlement Class Members' personal information; (3) Defendant's information security policies or practices; and (4) Defendant's provision of notice to Settlement Class Members following the Data Security Incident.

9.2 By operation of this Agreement and the entry of the Final Approval Order and Judgment, and with regard to the Released Claims only, the Settlement Class Representative and each Settlement Class Member, and their respective heirs, assigns, successors, agents, attorneys, executors, and representatives, agrees to and does waive in connection with the Released Claims any and all provisions, rights and benefits, which they now have or in the future may be conferred on them by section 1542 of the California Civil Code ("Section 1542"). Section 1542 reads as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

The Settlement Class Members expressly waive, to the extent permitted by law, the Released Claims and the protections of Section 1542 as pertaining to the Released Claims. The Settlement Class Representative expressly acknowledges that she is waiving the protections of Section 1542, and that in addition to releasing the Released Parties from the Released Claims, she releases the Released Parties from any and all liabilities, claims, causes of action, damages (whether actual, compensatory, statutory, punitive or of any other type), penalties, costs, attorneys' fees, losses, or demands, whether known or unknown, existing or suspected or unsuspected, regardless of their connection or relation to the Action or the Data Security Incident.

9.3 Except for proceedings to enforce the terms of this Settlement Agreement, upon entry of the Final Approval Order and Judgment, the Settlement Class Representative and each Settlement Class Member shall be deemed to have, and by operation of the Final Approval Order and Judgment shall have agreed not to file, maintain, cause or knowingly permit the filing or maintenance of any lawsuit, administrative action, or other proceeding in any state, federal or foreign court, or before any local, state, federal or foreign administrative agency, or any other tribunal, that arises from or relates to any of the Released Claims.

10. Retention of Jurisdiction

10.1 The Parties agree that should the Court grant final approval of the Class Action Settlement and enter a Final Approval Order and Judgment, the Final Approval Order and Judgment shall include a provision for the retention of the Court's jurisdiction over the Parties and all Settlement Class Members to enforce the terms of this Agreement and the Final Approval Order and Judgment.

11. No Admission of Liability

11.1 The Parties understand and acknowledge that this 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 Agreement, shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, an acknowledgement or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever to any other party, or an acknowledgement or admission that the Action is appropriate for class treatment for any purpose other than this Agreement.

11.2 Neither this Agreement, nor any act performed or document executed under or in furtherance of this Agreement or the Class Action Settlement, is, may be deemed to be, or may be used as, an admission or evidence of the validity of any claim made by or on behalf of the Settlement Class Representative or the Settlement Class Members.

12. Collateral Attack and Preclusive Effect

12.1 This Agreement shall not be subject to collateral attack by any Settlement Class Member or any recipient of the Settlement Class Notice after the Final Approval Order and Judgment is entered. Such prohibited collateral attacks shall include, but are not limited to, claims that the procedures for notice and/or claims administration were incorrect, claims that the Settlement Class Member failed for any reason to receive timely notice of the procedure for submitting a Claim Form or claims disputing the Claims Administrator's decision to approve or a deny any claim for reimbursement.

12.2 Except as provided herein, neither this Agreement nor any of its terms shall be offered or used as evidence by any of the Parties, Settlement Class Members, or their respective counsel in the Action or in any other action or proceeding; provided, however, that nothing

contained in this section shall prevent this Agreement from being used, offered, or received in evidence in any proceedings to enforce, construe, or finalize the settlement and this Agreement, or from being used in defense of any claims released under the Agreement.

12.3 To the extent permitted by law, this Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit or other proceeding which may be instituted, prosecuted, or attempted in breach of this Agreement or to bring claims released under the Agreement. Any of the Released Parties may file this Agreement and/or the Final Approval Order and Judgment in any action that may be brought against it in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim or issue preclusion or similar defense or counterclaim in any court or administrative agency or other tribunal.

13. Summary of Timeline

The proposed order granting preliminary approval of the settlement shall include the following timeline regarding settlement administration:

Last day for Defendant to provide the Claims Administrator with the Class List	10 days after preliminary approval
Last day for Claims Administrator to mail and email the Settlement Class Notice to Settlement Class Members	30 days after preliminary approval
Last day for requests for exclusion from the settlement to be postmarked by Settlement Class Members	45 days after the Notice Deadline
Last day for Settlement Class Members to submit objections to the settlement	45 days after the Notice Deadline
Last day for Settlement Class Counsel to file motion for final approval of settlement a motion for award of attorneys’ fees, litigation costs and expenses, administration costs, and	110 days after preliminary approval

Settlement Class Representative's service payment	
Hearing on motion for final approval of settlement and motion for Settlement Class Representative's service payments, administration costs and application for attorneys' fees and costs	At least 120 days after preliminary approval
Last day to file a Claim Form for reimbursement of out-of-pocket losses or other expenses	60 days after the Notice Deadline

14. Taxes

14.1 Any person that receives a distribution from this settlement shall be solely responsible for any taxes or tax-related expenses owed or incurred by that person or entity by reason of that distribution. In no event shall Defendant or any of the other Released Parties have any responsibility or liability for taxes or tax-related expenses arising in connection with the payment or distribution of any amount to the Settlement Class Representative, Settlement Class Members, Settlement Class Counsel or any other person or entity.

15. Extensions of Time

15.1 Unless otherwise ordered by the Court, the Parties may jointly agree in writing to reasonable extensions of time to carry out any provisions of this Agreement.

16. Integration

16.1 This Agreement and its exhibits constitute a single, integrated written contract expressing the entire agreement of the Parties relating to the subject matter hereof, and all prior or contemporaneous agreements, understandings, representations and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any party hereto, except as provided herein. This Agreement may not be changed, altered or

modified except in writing and signed by all Parties, and may not be discharged except by performance in accordance with its terms or by a writing signed by all Parties.

17. Construction and Intent

17.1 This Agreement is executed voluntarily by each of the Parties without any duress or undue influence on the part, or on behalf, of any of them. This Agreement has been negotiated at arms-length by parties of equal bargaining power, and drafted jointly by Settlement Class Counsel and Defense Counsel. Each of the Parties has had full opportunity to review and consider the contents of this Agreement, has read and fully understands the provisions of this Agreement, and has relied on the advice and representation of legal counsel of its own choosing. In the event that a dispute arises with respect to this Agreement, no Party shall assert that any other Party is the drafter of this Agreement or any part hereof, for purposes of resolving ambiguities that may be contained herein. If any provision of this Agreement shall be deemed ambiguous, that provision shall not be construed against any Party on the basis of the identity of the purported drafter of this Agreement or such provision hereof.

17.2 The Parties represent and agree that they have been advised to discuss this Agreement with an attorney, that they have carefully read and fully understand all provisions of this Agreement, that they are entering into this Agreement voluntarily and that they have the capacity to enter into this Agreement. Further, the Parties represent and acknowledge that, in executing this Agreement, they do not rely and have not relied upon any representation or statement not set forth herein made by any of the Parties or any of the Parties' agents, representatives or attorneys with regard to the subject matter, basis or effect of this Agreement.

17.3 The various headings used in this Agreement are solely for the Parties' convenience and may not be used to interpret this Agreement. The headings and the formatting of

the text in the definitions do not define, limit, extend, or describe the Parties' intent or the scope of this Agreement.

17.4 The exhibits to this Agreement are integral parts of the Agreement and are incorporated into this Agreement as though fully set forth herein. Any inconsistency between this Agreement and the attached exhibits will be resolved in favor of the Agreement.

17.5 The Recitals are incorporated by this reference and are part of this Agreement.

18. Governing Law

18.1 The Agreement is entered into in California and shall be construed in accordance with, and be governed by, the law of the State of California, without regard to the principles thereof regarding choice of law.

19. Later Discovered Facts

19.1 The Parties acknowledge that they may later discover facts different from or in addition to those they now know or believe to be true regarding the matters released or described in this Agreement, and, even so, they agree that the Agreement, including without limitation the releases, waivers and agreements contained herein, shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. The Parties assume any and all risk of any mistake in connection with the true facts involved in the matters, disputes or controversies released or described in this Agreement or with regard to any facts now unknown to the Parties relating thereto.

20. Cooperation

20.1 The Parties acknowledge that it is their intent to consummate this Agreement and agree to cooperate to the extent reasonably necessary to effectuate and implement

all terms and conditions of the Agreement and to exercise their best efforts to obtain preliminary and final approval from the Court including doing all things reasonably necessary to protect and support the Agreement if an appeal is taken or any other form of judicial review is sought.

21. No Prior Assignments

21.1 The Parties hereto represent, covenant and warrant that they have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber, to any person or entity any portion of any liability, claim, demand, action, cause of action or rights released and discharged by this Agreement.

22. Binding on Successors and Assigns

22.1 This Settlement Agreement binds and benefits the Parties' respective successors, assigns, legatees, heirs, and personal representatives.

23. Confidentiality

23.1 Subject to the exception listed in this paragraph, the Parties agree to keep the facts, terms, conditions, and contents of this document completely confidential, until such time as the class is provisionally certified and the settlement is preliminarily approved by the Court. This provision does not apply to any court submissions relating to preliminary approval or otherwise bearing on case management issues.


24. Signatories

24.1 Each person executing this Agreement in a representative capacity represents and warrants that he or she is empowered to do so.

24.2 This 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 Parties do not sign the same counterparts. The Agreement may be executed by facsimile, scanned, email or DocuSign signature.

The foregoing is agreed to by the following:

Dated: _____, 2022 By: 
Vanessa Colvin (Jan 12, 2022 16:22 PST)
Settlement Class Representative
Vanessa Colvin

Dated: _____, 2022 By: _____
Salinas Valley Memorial Healthcare System

Title: _____

Print Name: _____

Dated: _____, 2022 By: _____
Salinas Valley Memorial Healthcare System

Title: _____

Print Name: _____

Approved as to form only:

Dated: _____, 2022 By: _____
Swigart Law Group, APC
Joshua B. Swigart
Proposed Settlement Class Counsel

Dated: _____, 2022 By: _____
Casey Gerry Schenk Francavilla Blatt &
Penfield, LLP
Gayle M. Blatt
Proposed Settlement Class Counsel

instrument, even though all Parties do not sign the same counterparts. The Agreement may be executed by facsimile, scanned, email or DocuSign signature.

The foregoing is agreed to by the following:

Dated: _____, 2022

By: _____
Settlement Class Representative
Vanessa Colvin

Dated: January 17, 2022

By: *Pete Delgado*
Pete Delgado (Jan 17, 2022 16:56 CST)
Salinas Valley Memorial Healthcare System

Title: Pres/CEO

Print Name: Pete Delgado

Dated: January 17, 2022

By: *Augustine Lopez*
Salinas Valley Memorial Healthcare System

Title: CFO

Print Name: Augustine Lopez

Approved as to form only:


Dated: _____, 2022

By: _____
Swigart Law Group, APC
Joshua B. Swigart
Proposed Settlement Class Counsel

Dated: _____, 2022

By: _____
Casey Gerry Schenk Francavilla Blatt &
Penfield, LLP
Gayle M. Blatt
Proposed Settlement Class Counsel

Dated: January 18, 2022

By: 

Davis Wright Tremaine LLP
Spencer Persson
Courtney DeThomas
Monder Khoury
Counsel for Defendant

instrument, even though all Parties do not sign the same counterparts. The Agreement may be executed by facsimile, scanned, email or DocuSign signature.

The foregoing is agreed to by the following:

Dated: _____, 2022

By: _____
Settlement Class Representative
Vanessa Colvin

Dated: _____, 2022

By: _____
Salinas Valley Memorial Healthcare System

Title: _____

Print Name: _____

Dated: _____, 2022

By: _____
Salinas Valley Memorial Healthcare System

Title: _____

Print Name: _____

Approved as to form only:

Dated: _____, 2022

By: _____
Swigart Law Group, APC
Joshua B. Swigart
Proposed Settlement Class Counsel

Dated: _____, 2022

By: *Gayle M. Blatt* _____
Casey Gerry Schenk Francavilla Blatt &
Penfield, LLP
Gayle M. Blatt
Proposed Settlement Class Counsel

instrument, even though all Parties do not sign the same counterparts. The Agreement may be executed by facsimile, scanned, email or DocuSign signature.

The foregoing is agreed to by the following:

Dated: _____, 2022

By: _____
Settlement Class Representative
Vanessa Colvin

Dated: _____, 2022

By: _____
Salinas Valley Memorial Healthcare System

Title: _____

Print Name: _____

Dated: _____, 2022

By: _____
Salinas Valley Memorial Healthcare System

Title: _____

Print Name: _____

Approved as to form only:



Dated: 01/13/2022

By: _____
Swigart Law Group, APC
Joshua B. Swigart
Proposed Settlement Class Counsel

Dated: _____, 2022

By: _____
Casey Gerry Schenk Francavilla Blatt &
Penfield, LLP
Gayle M. Blatt
Proposed Settlement Class Counsel