

STIPULATION AND AGREEMENT OF CLASS ACTION SETTLEMENT

This Stipulation and Agreement of Settlement, as of the date of execution below (the “Settlement Agreement,” “Settlement,” “Agreement,” or “Stipulation”), is made and entered into by and among the following settling parties (“Parties”): (i) Narek Avestisyan (“Plaintiff” or “Settlement Class Representative”), individually and on behalf of the Settlement Class (defined below); and (ii) United Health Centers of San Joaquin Valley (“United Health Centers” or “Defendant”), and subject to preliminary and final Court approval as required by Rule 3.769 of the California Rules of Court. In consideration of the promises and covenants set forth in this Agreement and upon entry by the Court of a final approval order and judgment, all claims of the Settlement Class against United Health Centers in the Action shall be settled and compromised upon the terms and conditions contained herein. This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle all of Plaintiff’s Released Claims (defined below), upon and subject to the terms and conditions hereof.

RECITALS

WHEREAS, Plaintiff asserts that United Health Centers was the victim of a data security incident resulting in access by an unauthorized third party to patients’ names, Social Security numbers, dates of birth, medical treatment information, health insurance information, and other information on or about August 28, 2021;

WHEREAS, on January 18, 2022, Plaintiff filed a Class Action Complaint against the Defendant in the Fresno County Superior Court, Case No. 22-CEG-285 (the “Action”). The Class Action Complaint asserted claims for damages and equitable relief based on theories of negligence, invasion of privacy, and violations of the Confidentiality of Medical Information Act, CAL. CIV. CODE § 56, *et seq.*, the Consumer Records Act, CAL. CIV. CODE § 1798.80, *et seq.*, and the Unfair Competition Law, BUS. & PROF. CODE § 17200, *et seq.*

WHEREAS, United Health Centers denies (a) the allegations and all liability with respect to any and all facts and claims alleged in the Action, (b) that Plaintiff and the class he purports to represent have suffered any damage, (c) that the Action satisfies the requirements to be tried as a

class action; and (d) that the Action states a claim for any relief;

WHEREAS, the Parties agreed to attempt to mediate a resolution to the dispute prior to United Health Centers filing a responsive pleading;

WHEREAS, on April 26, 2022, the Parties attended an arm's-length mediation negotiation supervised by Hon. Morton Denlow (Ret.) of JAMS.

WHEREAS, throughout their mediation session, the Parties engaged in an extensive evaluation and discussion of the relevant facts and law, and the Parties carefully considered the risk and uncertainties of continued litigation and all other factors bearing on the merits of settlement;

WHEREAS, Settlement Class Counsel have conducted sufficient discovery, have fully investigated the facts and law relevant to the subject matter of the Action, and have concluded, based upon their investigation, and taking into account the risks, uncertainties, burdens, and costs of further prosecution of the Action, and taking into account the substantial benefits to be received pursuant to this Agreement as set forth below, and for the purpose of putting to rest all controversies with the Defendant that were alleged in the operative Class Action Complaint, that a resolution and compromise on the terms set forth herein is fair, reasonable, adequate, and in the best interests of Plaintiff and the Settlement Class;

WHEREAS, United Health Centers, despite its belief that it has valid and complete defenses to the claims asserted against it, has nevertheless agreed to enter into this Agreement to reduce and avoid the additional expense, burden, inconvenience, and uncertainty of continuing to litigate the Action, and without any admission of liability or wrongdoing whatsoever, desires to enter into this Agreement; and

WHEREAS, the Parties now agree to settle the Action in its entirety, without any admission of liability by United Health Centers, with respect to all Released Claims (defined below) of the Settlement Class. The Parties intend this Agreement to bind Plaintiff, United Health Centers, and all members of the Settlement Class who do not timely and properly exclude themselves from the Settlement.

NOW THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows:

I. DEFINITIONS

In addition to the terms defined at various points within this Agreement, the following defined terms apply throughout this Agreement:

1.1 “Action” means *Avetisyan v. United Health Centers of the San Joaquin Valley*, No. 22-cv-285 (Fresno County Superior Court).

1.2 “Administrative Costs” means all costs and expenses associated with providing notice of the Settlement to the Settlement Class and administering and carrying out the terms of the Settlement.

1.3 “Attorneys’ Fees and Expense Award” means such funds as may be awarded by the Court to Class Counsel to compensate Class Counsel for their fees and expenses in connection with the Action.

1.4 “Claim” or “Reimbursement Claim” means a written request, in electronic or paper form, by a Settlement Class Member, consistent with the provisions of this Agreement, seeking reimbursement for documented Economic Losses.

1.5 “Claimant” means a Settlement Class Member who submits a Claim.

1.6 “Claims Period” means the period for submitting Claims ending forty-five days after the Notice Date.

1.7 “Court” refers to the Fresno County Superior Court.

1.8 “Data Security Incident” means the access, as the result of a cyberattack, by an unauthorized third party to certain computer systems of United Health Centers containing personal information and protected health information stored by United Health Centers, including names, Social Security numbers, dates of birth, medical treatment information, health insurance information, and other information on or about August 28, 2021.

1.9 “Economic Losses” means unreimbursed out-of-pocket costs fairly traceable to the

Data Breach and not attributable to bodily injury, bodily harm, or mentally suffering and not including time lost or expended as a result of the Data Breach.

1.10 “Effective Date” means the date on which the Judgment entered pursuant to this Settlement Agreement becomes Final.

1.11 “Election Deadline” means the last day for Settlement Class Members to submit any claim form.

1.12 “Execution Date” means the last date on which all parties have executed this Agreement.

1.13 “Fee Application” means any application by Settlement Class Counsel for an award of attorneys’ fees and reimbursements of expenses, as set forth in Paragraph 10.

1.14 “Final” means, with respect to any judicial ruling or order, that: (1) if no appeal, motion for reargument, motion for rehearing, petition for writ of certiorari, or other writ has been filed, the time has expired to file such an appeal, motion for reargument, motion for rehearing, petition for writ of certiorari, or other writ; or (2) if an appeal, motion for reargument, motion for rehearing, petition for a writ of certiorari, or other writ has been filed, the judicial ruling or order has been affirmed with no further right of review, or such appeal, motion, petition, or writ has been denied or dismissed with no further right of review. Any proceeding or order, or any appeal or petition for a writ of certiorari pertaining solely to any application for attorneys’ fees or expenses will not in any way delay or preclude the Judgment from becoming Final.

1.15 “Final Approval Order” and “Judgment” means the order and judgment finally approving the terms of this Agreement. If the Court enters separate orders addressing the matters constituting final approval, then “Final Approval Order” includes all such orders.

1.16 “Maximum Amount Payable” means the maximum amount payable to the Settlement Class for all costs and payments associated with the settlement is \$1,638,000.

1.17 “Notice” means the notices of proposed class action settlement that the Parties will ask the Court to approve in connection with preliminary approval of the Settlement.

1.18 “Notice Date” means the deadline to disseminate Notice to the Settlement Class,

which is 21 days after the Court issues the preliminary approval order.

1.19 “Notice Program” means the methods for providing Notice of this Settlement to the Settlement Class Members, including (1) a summary form of notice sent by mail (“Summary Notice”) to each Settlement Class Member who the Settlement Administrator can ascertain a mailing address with reasonable effort (2) Publication Notice through a publicity campaign reasonably targeted to reach class members (“Publication Notice”); and (3) by posting a long-form notice on the Settlement Website (“Long-Form Notice”). The forms of Notice shall be substantially in the forms attached as Exhibits A-C to this Agreement and approved by the Court. The Notice Program shall be effectuated in substantially the manner provided in Paragraph 8.

1.20 “Objection Period” means the period during which a Settlement Class Member may file an objection to the Settlement, which period shall expire forty-five (45) days following the Notice Date, subject to Court approval. The deadline for filing an objection to the Settlement or the Fee Application shall be set forth clearly in the Notice.

1.21 “Opt-Out Period” means the period during which a Settlement Class Member may file a request to be excluded from the Settlement Class, which period shall expire forty-five (45) days following the Notice Date, subject to Court approval. The deadline for filing a request for exclusion shall be set forth clearly in the Notice.

1.22 “Preliminary Approval” means an order, providing for, among other things, preliminary approval of the Settlement;

1.23 “Released Claims” means all liabilities, rights, claims, actions, causes of action, demands, damages, penalties, costs, attorneys’ fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result from, arise out of, are based upon, or relate in any way to: any exposure to unauthorized access of personal information, including health information, as a result of a data security incident affecting Defendant’s computer network that occurred on or around August 28, 2021, or any conduct that was alleged or could have been alleged in the Action, provided that nothing in this Release is intended to, does or shall be deemed to release any claims

not arising out of, based upon, resulting from, or related to the Data Security Incident.

1.24 “Released Parties” means United Health Centers of the San Joaquin Valley and each of its present and former parents, subsidiaries, divisions, affiliates, predecessors, successors, and assigns, and the present and former directors, officers, employees, agents, insurers, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, and the predecessors, successors, and assigns of each of them as well as covered entities associated with the data breach.

1.25 “Releases” means all of the releases specified in Paragraph 9.

1.26 “Releasing Parties” means Plaintiff and all Settlement Class Members who do not timely and properly exclude themselves from the Settlement, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns.

1.27 “Service Award” means payment, subject to Court approval and not to exceed \$5,000 to compensate the Settlement Class Representative for efforts in the Action on behalf of the Settlement Class. The Defendant does not take any position with respect to this request.

1.28 “Settlement” means the settlement of the Action, between and among the Plaintiff, individually and on behalf of the Settlement Class, and United Health Centers, as set forth and reflected in this Agreement.

1.29 “Settlement Administrator” means, subject to approval by the Court, AB Data, Ltd., a nationally recognized and experienced class-action claims administrator.

1.30 “Settlement Class” means all persons subject to notification of this settlement, comprised of any person whose personal information, which may include health information, was exposed to unauthorized access as a result of a data security incident affecting Defendant’s computer network that occurred on or around August 28, 2021.

1.31 “Settlement Class Members” means members of the Settlement Class who did not opt out of the Settlement.

1.32 “Settlement Class Counsel” refers to Meyer Wilson Co., LPA, Paronich Law, P.C., and Turke & Strauss LLP.

1.33 “Settlement Class Representative” or “Plaintiff” refers to Narek Avestisyan.

1.34 “Settlement Consideration” means that consideration set forth in Paragraph 5.

II. DENIAL OF WRONGDOING AND LIABILITY

2.1 United Health Centers denies the material factual allegations and legal claims asserted by the Plaintiff in the Action, including any and all charges of wrongdoing or liability arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Action. Similarly, this Agreement provides for no admission of wrongdoing or liability by any of the Released Parties. This Agreement is entered into solely to eliminate the uncertainties, burdens, and expenses of protracted litigation.

III. THE BENEFITS OF THE SETTLEMENT

3.1 Settlement Class Counsel believes that the proposed settlement set forth in this Settlement Agreement confers substantial benefits upon the Settlement Class.

3.2 Settlement Class Counsel and Plaintiff recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the Action against United Health Centers through trial and appeal.

3.3 Settlement Class Counsel also has taken into account the uncertain outcome and the risk of any litigation, especially in complex actions such as this Action, as well as the difficulties and delays inherent in such litigation. Settlement Class Counsel is mindful of possible defenses related to the claims asserted in the Action and under CAL. CODE CIV. P. § 382. Based on their evaluation of all of these factors, Plaintiff and Settlement Class Counsel have determined that the Settlement is in the best interests of Plaintiff and the Settlement Class.

IV. SETTLEMENT CONSIDERATION

4.1 For purposes of settlement only, the Plaintiff shall seek, and UNITED HEALTH CENTERS shall not oppose, certification of the Settlement Class, pursuant to CAL. CODE CIV. P. § 382 defined as follows:

Settlement Class. All persons subject to notification of this settlement, comprised of any person whose personal information, which may include health information, was exposed to unauthorized access as a result of a data security incident affecting Defendant’s

computer network that occurred on or around August 28, 2021.

4.2 For settlement purposes only, Plaintiff shall also seek, and United Health Centers shall not oppose, appointment of Settlement Class Counsel, and appointment of Plaintiff as Settlement Class Representative to represent the Settlement Class.

4.3 United Health Centers does not consent to certification of the Settlement Class (or to the propriety of class treatment) for any purpose other than to effectuate the settlement of this Action. United Health Centers' agreement to provisional certification does not constitute an admission of wrongdoing, fault, liability, or damage of any kind to Plaintiff or any of the provisional Settlement Class Members. United Health Centers reserves the right to contest any motion to certify a class for any purpose other than settlement of the Action.

4.4 If this Settlement Agreement is terminated pursuant to its terms, disapproved by any court (including any appellate court), and/or not consummated for any reason, or the Effective Date for any reason does not occur, the order certifying the Settlement Class for purposes of effectuating the Settlement, and all preliminary and/or final findings regarding that class certification order, shall be automatically vacated upon notice of the same to the Court, the Action shall proceed as though the Settlement Class had never been certified pursuant to this Settlement Agreement and such findings had never been made, and the Action shall return to the procedural posture on the day before this Settlement Agreement was executed, in accordance with this paragraph. Neither party nor counsel shall refer to or invoke the vacated findings and/or order relating to class settlement or CAL. CODE CIV. P. § 382 if this Settlement Agreement is not consummated and the Action is later litigated and contested by Defendant under CAL. CODE CIV. P. § 382.

4.5 In consideration for the releases provided in this Settlement Agreement, United Health Centers will provide the following relief to the Settlement Class:

4.5.1 Credit Monitoring. All Settlement Class Members, regardless of whether they exclude themselves from the settlement, shall be provided an enrollment code entitling the Settlement Class Member to three years of credit monitoring and

identity restoration services. Any credit monitoring enrollments shall be paid via the Settlement Fund.

4.5.2 Reimbursement of Documented Economic Losses. Any Settlement Class Member may submit one or more Claims for reimbursement for documented Economic Losses related to the Data Security Incident that have not been reimbursed by the Defendant or other third parties, up to an aggregate total of \$2,500.00 per Settlement Class Member (“Reimbursement Claims”). Reimbursement Claims may be submitted electronically or in paper format. Reimbursement Claims must be submitted pursuant to Reimbursement Form attached as Exhibit D and in accordance with the reimbursement terms under the provisions of this Agreement. All Reimbursement Claims must be submitted to the Settlement Administrator on or before the expiration of the Claims Period. Any Claim for documented Economic Losses that is approved by the Settlement Administrator shall be paid via the Settlement Fund.

4.5.3 Settlement Class Members who wish to make a timely and properly supported Claim for reimbursement of Economic Losses related to the Data Security Incident must provide to the Settlement Administrator the information required to evaluate the claim, including: (a) the Claimant’s name and current address; (b) if applicable, a signed copy of IRS Form 14039 along with a statement under penalty of perjury that the form was submitted to the Internal Revenue Service; (c) the bills or invoices documenting the amount of the Claim and proof that the bills or invoices were paid; and (d) a statement signed under penalty of perjury indicating that: (i) the Economic Losses claimed are fairly traceable to the Data Security Incident; and (ii) the total amount claimed has not been reimbursed by any other person or entity. Third-party documentation of Economic Losses is required to establish a Claim. Economic Losses that are compensated under this Agreement are those that are reasonable and customarily incurred when responding to the type of fraud or identity theft suffered

by the Settlement Class Member from the Data Security Incident.

- 4.5.4 Adjudication of Reimbursement Claims. The Settlement Administrator shall verify that each person who submits a Claim for reimbursement is a Settlement Class Member and shall determine whether and to what extent the Claim reflects valid Economic Losses that are fairly traceable to the Data Security Incident. The Settlement Administrator shall determine whether a Claimant's supporting materials are sufficient to support a Claim and the amount of such a Claim and shall use reasonable procedures to screen claims for abuse, fraud, duplication, or ineligibility. The Settlement Administrator shall send a written notice to Settlement Class Members whose Reimbursement Forms were rejected as incomplete. Settlement Class Members shall have fourteen (14) days from the date of the Settlement Administrator's notice to correct all deficiencies in their Reimbursement Claims. If a Settlement Class Member fails to correct all deficiencies within fourteen (14) days from receiving the written notice, the Settlement Administrator shall deny the Settlement Class Member's Claim. The Settlement Administrator shall determine whether the Settlement Class Member has corrected the deficient claim such that it reflects a valid Economic Loss actually incurred that is fairly traceable to the Data Security Incident.
- 4.5.5 Economic Losses shall be deemed fairly traceable to the Data Breach if (i) the alleged wrongdoing occurred on August 28, 2021 or thereafter, (ii) the Settlement Class Member executes a statement signed under penalty of perjury indicating that the Economic Losses claimed are fairly traceable to the Data Security Incident, (iii) the alleged wrongdoing involved misuse of the type of personal information inadvertently disclosed in the Data Security Incident (i.e., name, address, Social Security number, date of birth, medical treatment information, health insurance information, etc.), and (iv) the Settlement Administrator determines by a preponderance of evidence that it is fairly traceable to the Data Security Incident.

- 4.5.6 No decisions by the Settlement Administrator shall be deemed to constitute a finding, admission, or waiver by United Health Centers as to any matter of fact, law, or evidence having any collateral effect on any Claim hereunder or in any other proceeding or before any other forum or authority. Further, such decisions shall not be submitted to or admissible in any other proceeding or before any other forum or authority.
- 4.5.7 If a Settlement Class Member disputes a claim determination related to an Economic Loss in writing and requests an appeal, the Parties will meet and confer on the appeal. If the Parties are unable to reach an agreement, the dispute will be submitted to a neutral agreed to by the Parties with prior experience as a claims referee, who will serve as the claims referee.
- 4.5.8 Non-Economic Loss Claimants. Any Settlement Class Member may submit one claim for Non-Economic Losses fairly traceable to the Data Breach, up to \$500.00 per Settlement Class Member. Claims may be submitted electronically or in paper format. Claims must be submitted pursuant to Claim Form attached as Exhibit E. All Claims must be submitted to the Settlement Administrator on or before the expiration of the Claims Period.
- 4.5.9 Payment on Claims. The Settlement Administrator shall establish an account for payment of Claims (the "Settlement Administration Account"). Ninety (90) days after the Notice Date, the Settlement Administrator shall make final determinations on all Claims and provide notice to the Parties (the "Claims Determination Notice"), including an accounting of all Claims to be paid and instructions to United Health Centers to fund the Settlement Administration Account.
- 4.5.10 Pro-Rata Contingencies. In the event that the aggregate amount of payments for claims meets or exceeds the Maximum Amount Payable to the Settlement Class for the payment of Claims, after any costs, fees or administration costs are awarded, then the value of any such payments shall be reduced on a pro rata basis. All pro

rata determinations required by this Paragraph shall be performed by the Settlement Administrator.

4.5.11 Non-Monetary Relief. United Health Centers has taken the following measures after discovering the Data Security Incident: It has upgraded its threat detection monitoring systems and has implemented and will maintain multi-factor authentication for all forms of remote access to its systems and network.

4.5.12 Cy Pres Award. If any monies remain in the Settlement Fund following all payments made for Attorneys' Fees and Expense Award, Service Award, costs and expenses of notice and settlement administration, enrollments in the credit monitoring and identity restoration services, and payment on Claims including Reimbursement Claims, which are administratively infeasible to send, such funds shall not revert to United Health Centers but be provided to Central Cal Legal Services. The Settlement Administrator shall report to the Parties the amount of uncollected and remaining monies in the Settlement Fund no later than 30 days after the stale date of the last check that is paid on a Reimbursement Claim.

V. SUBMISSION OF THE SETTLEMENT TO THE COURT FOR REVIEW AND PRELIMINARY AND FINAL APPROVAL

5.1 Preliminary Approval. As soon as practicable, but no later than seven (7) days following the full execution of this Agreement by all Parties, Settlement Class Counsel shall promptly move the Court for entry of a Preliminary Approval Order. A proposed Preliminary Approval Order shall be attached to the motion and shall be substantially in the form set forth in Exhibit F. The motion for Preliminary Approval shall request that the Court, among other things:

5.1.1 Approve the terms of the Settlement as within the range of fair, adequate, and reasonable;

5.1.2 Provisionally certify the Settlement Class pursuant to CAL. CODE CIV. P. § 382, appoint Plaintiff as the Settlement Class Representative of the Settlement Class and appoint Settlement Class Counsel as counsel for the Settlement Class;

- 5.1.3 Approve the Notice Program set forth in Paragraph 7 and provide that following the Preliminary Approval Order the Settlement Administrator shall cause the Notice to be provided in accordance with the procedures set forth in Paragraph 7.1 within twenty-one (21) days of preliminary approval;
- 5.1.4 Approve the procedures set forth in Paragraph 7.10 and Paragraph 7.11 for Settlement Class Members to exclude themselves from the Settlement Class or to object to the Settlement or Fee Application;
- 5.1.5 Find that the Court will retain jurisdiction over all claims relating to this Agreement;
- 5.1.6 Stay the Action pending Final Approval of the Settlement;
- 5.1.7 Stay, pending Final Approval of the Settlement, any actions brought by Settlement Class Members concerning Released Claims;
- 5.1.8 Schedule the Final Approval Hearing at a time and date mutually convenient for the Court, Settlement Class Counsel, and counsel for United Health Centers, at which time the Court will conduct an inquiry into the fairness of the Settlement, whether it was made in good faith and should be finally approved, and whether to approve Settlement Class Counsel's application for attorneys' fees, costs, and expenses, and for a Service Award ("Final Approval Hearing" or "Fairness Hearing");
- 5.1.9 Provide that all Settlement Class Members will be bound by the Final Approval Order and Judgment dismissing the Action with prejudice;
- 5.1.10 Establish dates by which the Parties shall file and serve all papers in support of the application for final approval of the Settlement and Settlement Class Counsel's Fee Application.

5.2 Final Approval. The Final Approval Hearing shall be scheduled no earlier than thirty (30) days after the deadline for Settlement Class Members to file a claim, opt-out, or object. By no later than fourteen (14) days prior to the Final Approval Hearing, the Parties shall file any

responses to any objections and any briefs in support of final approval of the Settlement. In the Court's discretion, the Court also will hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement or to the fees, costs, expenses, or Service Award application, provided the objectors filed timely objections that met all of the requirements listed in Paragraph 7.11.

5.2.1 At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order granting Final Approval of the Settlement and whether to approve Settlement Class Counsel's request for attorneys' fees, costs, expenses, and the Service Awards. The proposed Final Approval Order that will be filed with the motion for Final Approval shall be in a form agreed upon by Class Counsel and UNITED HEALTH CENTERS. Such proposed Final Approval Order shall, among other things:

- (a) Determine that the Settlement is fair, adequate, and reasonable and approve the Settlement pursuant to CAL. CODE CIV. P. § 382;
- (b) Finally certify the Settlement Class for settlement purposes only;
- (c) Determine that the Notice provided satisfied due process requirements;
- (d) Enter Final Judgment on the Settlement Agreement;
- (e) Bar and enjoin the Releasing Parties from asserting any of the Released Claims, as set forth in Paragraph 8, including during the pendency of any appeal from the Final Approval Order;
- (f) Release United Health Centers and the Released Parties from the Released Claims, as set forth in Paragraph 8; and
- (g) Reserve the Court's continuing and exclusive jurisdiction over United Health Centers and all Settlement Class Members (including all objectors) to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

VI. SETTLEMENT ADMINISTRATOR

6.1 Settlement Class Counsel will hire a Settlement Administrator through a competitive bidding process. The Settlement Administrator shall administer various aspects of the Settlement as described in this Agreement and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, providing the Notice to Settlement Class Members as described in Paragraph 7; establishing and operating the Settlement Website and toll-free number; administering the provision of credit monitoring and identity restoration services, and the Claims process as described in Paragraph 4.

6.2 The duties of the Settlement Administrator, in addition to other responsibilities that are described in this Agreement, include the following:

- 6.2.1 Obtaining from United Health Centers the name and last known mailing or other address information for Settlement Class Members (to the extent it is reasonably available) and verifying and updating the mailing addresses received, through the National Change of Address database or other similar data source, for the purpose of sending the Summary Notice to Settlement Class Members, which will be provided within seven days of the Preliminary Approval Order.
- 6.2.2 Effectuating a publication notice campaign designed to give class members notice of the Settlement;
- 6.2.3 Establishing and maintaining a post office box for mailed written notifications of exclusion from the Settlement Class;
- 6.2.4 Establishing and maintaining a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries;
- 6.2.5 Establishing and maintaining a Settlement Website as an additional means for Settlement Class Members to obtain notice of and information about the Settlement through and including hyperlinked access to this Agreement; the

Notice; the order preliminarily approving the Settlement; the Final Approval Order; Claim Forms; Reimbursement Forms; and such other documents as Class Counsel and United Health Centers agree to post or that the Court orders posted. These documents shall remain on the Settlement Website at least until expiration of the Election Deadline and the Reimbursement Deadline. The URL of the Settlement Website will be agreed upon in writing by United Health Centers and Class Counsel. The Settlement Website shall not include any advertising and shall not bear or include the United Health Centers logo or United Health Centers trademarks.

- 6.2.6 Processing all written notifications of exclusion from the Settlement Class;
- 6.2.7 Providing reports and, no later than seven (7) days after the Opt-Out Deadline, a final report to Class Counsel and United Health Centers, that summarize the total number of written notifications of exclusion received;
- 6.2.8 Providing reports to Settlement Class Counsel and United Health Centers that set forth the number of Claim Forms received since the prior reporting period, and the total number of Claim Forms received to date;
- 6.2.9 Providing reports to Class Counsel and United Health Centers that set forth the number and amount of Claim Forms received since the prior reporting period, the total number and amount of Claim Forms received to date, and Reimbursement Forms permitted, and the number rejected;
- 6.2.10 In advance of the Final Approval Hearing, preparing a declaration to submit to the Court that: (i) attests to implementation of the Notice Program in accordance with the Preliminary Approval Order; (ii) identifies each Settlement Class Member who timely and properly provided written notification of exclusion from the Settlement Class; and (iii) provides information on the number of Settlement Class Members who requested

Identity Theft Protection, and the total number of Settlement Class Members who submitted Reimbursement Claims;

6.2.11 Receiving and processing all Claim Forms submitted by Settlement Class Members pursuant to the criteria set forth in Paragraph 4;

6.2.12 Reviewing, determining the validity of, and responding to Election and Claim Forms submitted by Settlement Class Members pursuant to the criteria set forth in Paragraph 5;

6.2.13 Processing and transmitting distributions to Settlement Class Members in accordance with Paragraph 4;

6.2.14 Responding to any mailed or emailed Settlement Class Member inquiries; and

6.2.15 Performing any other function related to Settlement administration at the agreed-upon instruction of both Settlement Class Counsel and United Health Centers.

6.3 The Parties, the Released Parties, and their respective counsel shall have no responsibility or liability whatsoever for the Settlement Administrator's conduct, omissions, or actions.

6.4 The Settlement Fund shall be solely responsible for paying the Settlement Administrator for its settlement administration services related to the Settlement.

VII. NOTICE, OPT OUTS, AND OBJECTIONS

7.1 Within twenty-one (21) days of the Preliminary Approval Order, the Settlement Administrator shall distribute the Summary Notice, activate the Settlement Website and otherwise implement the Notice Program provided herein, using the forms of Notice substantially in the form attached as Exhibits A-C, as approved by the Court in the Preliminary Approval Order. The Notice shall include, among other information: (i) a description of the material terms of the Settlement; (ii) a date by which Settlement Class Members may exclude themselves from or "opt out" of the Settlement Class; (iii) a date by which Settlement Class Members may object to the Settlement;

(iv) the date upon which the Final Approval Hearing is scheduled to occur; (v) a description of the Settlement Consideration; (vi) a description of the process for submitting Forms; (vii) a description of the process for submitting Claims; (viii) the Deadlines; and (ix) the Internet address of the Settlement Website at which Settlement Class Members may access this Agreement and other related documents and information. Class Counsel and United Health Centers shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. Notices provided under or as part of the Notice Program shall not bear or include the United Health Centers logo or trademarks or the return address of United Health Centers, or otherwise be styled to appear to originate from United Health Centers.

7.2 The Notice shall include information about the benefits of the Settlement and the following information:

7.2.1 Claim Forms, and additional information regarding the credit monitoring offering, are available at the Settlement Website and in the Summary Notice;

7.2.2 The deadline for submitting Claims is forty-five days after the Notice Date.

7.3 The Notice shall include the procedure for Settlement Class Members to exclude themselves from the Settlement Class by providing written notice to the Settlement Administrator. Such written notification must be postmarked no later than the Opt-Out Deadline, as specified in the Notice. The Settlement Administrator shall provide the Parties with copies of all completed opt-out notifications, and a final list of all Settlement Class Members who have timely and validly excluded themselves from the Settlement Class. Any Settlement Class Member who does not timely and validly exclude himself or herself shall be bound by the terms of this Agreement.

7.4 The Notice shall include the procedure for Settlement Class Members to object to the Settlement and/or the Fee Application. Objections to the Settlement and/or Fee Application must comply with the procedures set forth in Paragraph 7.11.

7.5 For an objection to be considered by the Court, the objection must conform to the

specifications set forth in Paragraph 7.11.

7.6 Notice shall be provided to the Settlement Class by Summary Notice to each Settlement Class Member for whom United Health Centers or the Settlement Administrator can ascertain a mailing address with reasonable effort, through publication notice, and by posting the Long-Form Notice on the Settlement Website, pursuant to the terms of Paragraph 7. Notice shall be provided substantially in the forms attached as Exhibits A-C to this Agreement.

7.7 United Health Centers shall, within fifteen (15) days of the Execution Date, provide the Settlement Administrator with data files containing the identity, last known mailing, last known addresses of the Settlement Class Members (to the extent reasonably available). The Settlement Administrator shall run the mailing addresses through the National Change of Address Database or other similar data source and shall send the Summary Notice to Settlement Class Members at the identified US mail addresses under the provisions of this Agreement.

7.8 To supplement the direct notice efforts, A.B. Data will publish the Summary Notice in the following geographically targeted newspapers: *The Fresno Bee*, *Tulare Advance-Register*, and *Hanford Sentinel*. In addition to the print publication efforts, A.B. Data will execute digital ads through banner, text, and/or newsfeed ads placed via Google Display Networks and Google AdWords, and on the Google-affiliated social media platform YouTube. The digital ads will be specifically targeted to Settlement Class Members, utilizing the known contact information as provided by Defendant, and will also be geographically targeted to Fresno, Kings and Tulare counties in California. The digital ad campaign will run for 30 days to ensure ample time to deliver the targeted ads and drive potential Settlement Class Members to the settlement website. Finally, A.B. Data will disseminate a news release via *PR Newswire*'s California Newsline distribution list to announce the Settlement. This news release will be distributed via *PR Newswire* to newsrooms, including those of print, broadcast, and digital websites across the state. The news release will also be translated into Spanish and published to Hispanic Newsline of *PR Newswire* in the state of California to Hispanic media contacts and Hispanic news websites. A.B. Data anticipates that the additional notice efforts as described above, will increase the effectiveness of notice and help reach

any Settlement Class Members that do not have valid contact information as provided by Defendant.

7.9 By no later than twenty-one (21) days after the date of the Preliminary Approval Order, the Settlement Administrator shall establish a dedicated post office box address and the toll-free telephone number contemplated in Paragraphs 7.2.2-7.2.3.

7.10 Opt-Out Procedures

7.10.1 Each Settlement Class Member desiring to exclude himself from the Settlement and Settlement Class shall timely submit, by U.S. Mail, written notice of such intent to the designated Post Office box established for said purpose as set forth in the Notice. The written notice must clearly manifest the intent to be excluded from the Settlement Class and must be signed by the Settlement Class Member. A request for exclusion may not request exclusion of more than one member of the Settlement Class. Mass opt-outs are not permitted. To be effective, the written notice must be postmarked by the last date of the Opt-Out Period.

7.10.2 All Settlement Class Members who submit valid and timely notices of their intent to be excluded from the Settlement shall not receive any benefits of the Settlement, nor be bound by the terms of this Agreement. Settlement Class Members who do not request to be excluded from the Settlement, except as otherwise ordered by the Court, shall be bound by the terms of this Agreement and Judgment entered thereon.

7.10.3 Any Settlement Class Member who opts out of the Settlement shall not have standing to object to the Settlement.

7.11 Objections Procedures

7.11.1 Any Settlement Class Member who does not elect to opt-out of the Settlement and who desires to object to the Settlement or the Fee Application shall file and serve such objections on or before the expiration

of the Objection Period, in the form provided in the Notice. Such objections must set forth:

- the name of the Action;
- the objector's full name, address, telephone number;
- a statement of the basis on which the objector claims to be a Settlement Class Member;
- a written statement of all grounds for the objection, accompanied by any legal support for the objection, and any evidence the objecting Settlement Class Member wishes to introduce in support of the objection;
- the identity of all counsel, if any, representing the objector, including any former or current counsel who may claim entitlement to compensation for any reason related to the objection to the Settlement or the Fee Application;
- a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing and the identification of any counsel representing the objector who intends to appear at the Final Approval Hearing;
- a list of any persons who will be called to testify at the Final Approval Hearing in support of the objection; and
- the objector's signature signed under oath and penalty of perjury or, if legally incapacitated, the signature of their duly authorized representative.

7.11.2 Except as otherwise ordered by the Court, any Settlement Class Member who fails to comply with the provisions of Paragraph 7.11 shall waive and forfeit any and all rights the Settlement Class Member may have to appear separately and/or to object to the Settlement or Fee Application, and shall be bound by all the terms of the Agreement and by all proceedings, orders, and judgments in the Action.

VIII. RELEASES AND DISMISSAL OF ACTION

8.1. As of the Effective Date, the Releasing Parties, shall automatically be deemed to

have released all liabilities, rights, claims, actions, causes of action, demands, damages, penalties, costs, attorneys' fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result from, arise out of, are based upon, or relate in any way to: any exposure to unauthorized access of personal information, including health information, as a result of a data security incident affecting Defendant's computer network that occurred on or around August 28, 2021 (the "Data Security Incident"), or any conduct that was alleged or could have been alleged in the Action (the "Released Claims"), provided that nothing in this Release is intended to, does or shall be deemed to release any claims not arising out of, based upon, resulting from, or related to the Data Security Incident.

8.2. Upon the Effective Date, and to the fullest extent permitted by law, each Releasing Party, including Plaintiff, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public, or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than the participation in the Settlement as provided herein) in which any of the Released Claims is asserted.

8.3. As of the Effective Date, United Health Centers and all Released Parties agree to fully, completely, finally, and forever release, relinquish, and discharge Plaintiff and Class Counsel from all claims, known or unknown, arising out of or relating to the institution, prosecution, settlement, or resolution of the Action (provided, however, that this release, relinquishment, and discharge shall not include claims by the Parties hereto to enforce the terms of the Settlement).

8.4. Plaintiff and/or any Releasing Party may hereafter discover facts other than or different from those that he/she knows or believes to be true with respect to the subject matter of the claims released pursuant to the terms of the Agreement, or the law applicable to such claims may change. Nonetheless, each of those individuals expressly agrees that, as of the Effective Date, he/she shall have automatically and irrevocably waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, contingent or non-contingent claims with respect to all of the matters described.

IX. ATTORNEYS' FEES, COSTS AND EXPENSES, AND SERVICE AWARDS

9.1. Class Counsel may file a Fee Application seeking an award of attorneys' fees and reimbursement of reasonable expenses of no more than one-third of the Total Settlement Fund, plus costs and a Service Award of \$5,000 to Plaintiff, all of which shall, if approved by the Court, be paid by the common fund created. Neither Class Counsel's application for, nor any individual's entitlement to, a Service Award shall be conditioned in any way upon such individual's support for this Agreement.

9.2. Class Counsel must file the Fee Application at least fourteen (14) days prior to the Objection Deadline.

X. TERMINATION OF SETTLEMENT

10.1. This Settlement may be terminated by either Plaintiff or United Health Centers by serving on counsel for the opposing Party and filing with the Court a written notice of termination within fourteen (14) days (or such longer time as may be agreed between Class Counsel and UNITED HEALTH CENTERS) after any of the following occurrences:

10.1.1. Settlement Class Counsel and United Health Centers agree to termination before the Effective Date;

10.1.2. The Court refuses to grant Preliminary Approval of this Agreement in any material respect;

10.1.3 The Court refuses to grant Final Approval of this Agreement in any material respect;

10.1.4 Any appellate court modifies the Final Judgment or reverses it in any material respect; or

10.1.3. The Effective Date does not occur.

10.2. United Health Centers shall also have the right to terminate the Settlement by serving on Class Counsel and filing with the Court a notice of termination within fourteen (14) days of its receipt from the Settlement Administrator of the final report, if more than 300 of the Settlement Class Members submit valid written notifications to exclude themselves from the

Settlement Class.

XI. EFFECT OF TERMINATION

11.1. The grounds upon which this Agreement may be terminated are set forth in Paragraph 11. In the event of a termination as provided therein, this Agreement shall be considered null and void; all of United Health Centers' obligations under the Agreement shall cease to be of any force and effect, the amounts in the Settlement Administration Account, if any, shall be returned to United Health Centers; and the Parties shall return to the status quo ante in the Action as if the Parties had not entered into this Agreement. Either party may, at any time after the termination of this Agreement, move the Court to lift the stay of proceedings. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement claims and defenses will be preserved, including, but not limited to, Plaintiff's right to seek class certification and United Health Centers' right to oppose class certification.

11.2. In the event of a termination as provided this this Agreement the Settlement Administrator shall return the balance, if any, of the Settlement Administration Account to United Health Centers within seven (7) days of receiving notice of the termination.

11.3. In the event the Settlement is terminated in accordance with the provisions of this Agreement, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

XII. CONTACT WITH SETTLEMENT CLASS MEMBERS

12.1 Settlement Class Counsel recognizes that the Settlement Class includes current and former United Health Centers patients and Settlement Class Counsel consents to United Health Centers communicating with any Settlement Class Member, including in connection with the subject matter of this Settlement Agreement, provided the communication is not to discourage participation in the Settlement or the making of a Reimbursement Claim.

XIII. DISMISSAL OF THE ACTION

13.1. Plaintiff, on behalf of himself and the Settlement Class Members, consents to the entry of Final Judgment on this Settlement Agreement, fully resolving and adjudicating all claims brought in this Action.

XIV. MISCELLANEOUS PROVISIONS

14.1. Entire Agreement. This Stipulation and the Exhibits constitute the entire agreement among the Parties and supersede any prior agreements among the Parties with respect to the subject matter hereof. All of the Exhibits referred to herein shall be incorporated by reference as though fully set forth herein. No representations, warranties, or inducements have been made to or relied upon by any Party concerning this Stipulation or its Exhibits, other than the representations, warranties, and covenants expressly set forth in such documents.

14.2. Singular and Plurals. As used in this Agreement, all references to the plural shall also mean the singular and to the singular shall also mean the plural whenever the context so indicates.

14.3. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

14.4. **Class Members Signatures.** It is agreed that it is impossible or impractical to have each Class Member execute this Agreement. The Notices will advise all potential Class Members of the binding nature of the Releases, Settlement Agreement, the Preliminary Approval Order, and the Final Order and Judgment; and each of those documents shall have the same force and effect as if each Class Member executed this Settlement Agreement.

14.5. Jurisdiction. The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation, and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and

the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

13.5. Amendment. This Stipulation may be amended, modified, or waived only by a written instrument signed by counsel for all Parties hereto or their successors in interest or their duly authorized representatives.

13.6. Obligation to Meet and Confer. Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have consulted.

13.7. Deadlines. If any deadline set forth in this Stipulation or the Exhibits thereto falls on a Saturday, Sunday, or legal holiday, that deadline will be continued to the next business day.

13.8. No Conflict Intended. Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

13.9 Confidentiality. To the extent permitted by law and any applicable Court rules, all agreements made, and orders entered during the course of the Action relating to the confidentiality of documents or information shall survive this Stipulation and the Effective Date.

13.10 Destruction of Confidential Information.

13.10.1 Within three (3) days of the end of the Claims Period, Settlement Class Counsel shall return or destroy all confidential, non-public information obtained in connection with the Action and Agreement, and certify the same, if requested.

13.10.2 Within a year of the end of the Claims Period, the Settlement Administrator shall destroy the Class List and all information obtained or compiled from the Action or the settlement and provide written verification to United Health Centers' counsel, if requested.

13.11. Arm's-Length Negotiations. The Parties represent and agree that the terms of the Settlement were negotiated at arm's-length and in good faith by the Parties and reflect a settlement that was reached voluntarily based upon adequate information and sufficient discovery and after consultation with experienced legal counsel.

13.12. Best Efforts. The Parties and their respective counsel of record agree that they will use their reasonable best efforts to obtain (and, if necessary, defend on appeal) all necessary approvals of the Court required by this Stipulation (including, but not limited to, using their best efforts to resolve any objections raised to the Settlement).

13.13. Independent Investigation and Decision to Settle. The Parties understand and acknowledge that they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter discover facts in addition to, or different from, those they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in any substantive or procedural law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law or changes in any substantive or procedural law, subsequently occurring or otherwise.

13.14. Receipt of Advice of Counsel. Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained in Paragraph 9, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

13.15. Time Periods. The time periods and dates described in this Agreement with respect to the giving of notices and hearings are subject to Court approval and modification by the Court or by written stipulation of Settlement Class Counsel and United Health Centers' Counsel.

13.16. Governing Law. This Agreement is intended to and shall be governed by the laws of the State of California without regard to its choice of law principles.

13.17. No Construction Against Drafter. This Agreement shall be deemed to have been

drafted by the Parties, and any rule that a document shall be interpreted against the drafter shall not apply to this Agreement.

13.18. Execution in Counterparts. This Agreement shall become effective upon its execution by all of the Parties' attorneys. The signatories may execute this Agreement in counterparts. Each counterpart shall be deemed to be an original, and execution of counterparts shall have the same force and effect as if all signatories had signed the same instrument.


13.19. Signatures. Each person executing this Agreement warrants that such person has the full authority to do so. Signatures sent in PDF format by email will constitute sufficient.

13.20. Notices. Notices in relation to this Agreement shall be provided to counsel of record for each party.

Date: May __, 2022

By: _____
Matthew Wilson, Esq.
Meyer Wilson Co., LPA
Attorneys for Narek Avestisyan


Date: May 26, 2022

By:  _____
James Monagle
Mullen Coughlin, LLC
Attorneys for United Health Centers of the San
Joaquin Valley

Date: May __, 2022

By: _____
Narek Avestisyan

Date: May 26, 2022

By:  _____
United Health Centers of San Joaquin Valley

Its: PRESIDENT / CEO _____