

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement” or “Agreement”) is entered into by and between Jose A. Morales Rosario, Zelma Esteves Arreche, and Daphne I. Carrión-Lozano (“Plaintiffs” or “Settlement Class Representatives”), individually and on behalf of the Settlement Class Members (as defined *infra*), and Hospital Español Auxilio Mutuo de Puerto Rico, Inc. dba Auxilio Mutuo Hospital (“Auxilio Mutuo” or “Defendant”) (together, the “Parties”), in the action *Jose A. Morales Rosario, et al. v. Hospital Español Auxilio Muto De Puerto Rico, Inc.*, 3:25-cv-01244-RAM (D.P.R.) filed on or about May 1, 2025, in the United States District Court for the District of Puerto Rico (the “Action”). The Settlement Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Action and the Released Claims (as defined *infra*), upon and subject to the terms and conditions below.

I. FACTUAL BACKGROUND AND RECITALS

1. On May 1, 2025, Plaintiff Jose A. Morales Rosario filed a class action complaint against Defendant in the United States District Court for the District of Puerto Rico related to an alleged cybersecurity incident (the Data Incident) that allegedly impacted Defendant.

2. On July 14, 2025, Defendant filed a motion to dismiss the complaint under Federal Rules of Civil Procedure 12(b)(1) and 12(b)(6).

3. On August 26, 2025, Plaintiff filed a motion for leave to file an amended complaint which, among other things, added Zelma Esteves Arreche and Daphne I. Carrión-Lozano as named Plaintiffs, and attached a proposed amended complaint.

4. On September 10, 2025, the Court granted the motion for leave, and the proposed amended complaint became the operative complaint.

5. On October 31, 2025, Defendant filed a motion to dismiss the amended complaint under Federal Rules of Civil Procedure 12(b)(1) and 12(b)(6).

6. To conserve resources, the Parties began discussing the possibility of early resolution and agreed to exchange informal discovery regarding the scope of the alleged Data Incident. By exchanging informal discovery, the Parties obtained an objective understanding of the underlying facts. Thus, the Parties were able to carefully evaluate the strengths and weaknesses of the alleged claims and defenses.

7. On December 9, 2025, the Parties jointly moved the Court to stay deadlines pending mediation. The next day, on December 10, 2025, the Court granted the motion and stayed the case.

8. The Parties scheduled a formal mediation session with Bruce A. Friedman of JAMS. Notably, Mr. Friedman has substantial experience with mediating analogous complex class actions including data breach cases.

9. Under the guidance of Mr. Friedman, the Parties engaged in arm's length negotiations—wherein the Parties evaluated and discussed the relevant facts and law and carefully weighed the risks and uncertainties of continued litigation. Over the course of the full-day mediation, the Parties discussed the relevant facts and law and advocated their positions through Mr. Friedman. Throughout the entire process, the Parties agreed to not negotiate attorney fees or Service Awards until the core terms of a settlement were finalized (i.e., to avoid any conflicts). After numerous rounds of back-and-forth negotiations, the Parties eventually reached an agreement on the core terms of the Settlement.

10. Thereafter, the Parties continued to negotiate the finer terms of the Settlement memorialized in this agreement.

11. Defendant denies the allegations and causes of action pled in the Action and otherwise denies any liability to Plaintiffs and Settlement Class Members in any way. This Agreement is for settlement purposes only, and nothing in this Agreement shall constitute, be construed as, or be admissible in evidence as any admission of the validity of any claim or fact alleged by Plaintiffs in this Action or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of Released Parties or admission of the validity or lack thereof of any claim, allegation, or defense asserted in this Action or any other action.

12. The Parties have agreed to settle the Action on the terms and conditions set forth herein in recognition that the outcome of the Action is uncertain and that achieving a final result through litigation would require substantial additional risk, uncertainty, discovery, time, and expense for the Parties. Considering the risks and uncertainties of continued litigation and all factors bearing on the merits of settlement, the Parties are satisfied that the terms and conditions of this Settlement Agreement are fair, reasonable, adequate, and in their respective best interests.

13. Therefore, in exchange for the mutual promises and valuable consideration provided for in this Agreement, the Parties agree to a full, complete, and final settlement and resolution of the Action and any and all Released Claims (including Unknown Claims), subject to Court approval, on the following terms and conditions:

II. DEFINITIONS

In addition to terms defined elsewhere in this Agreement, the following defined terms shall have the meanings set forth below:

14. “**Aggregate Cap**” means five hundred thousand dollars and zero cents (\$500,000.00) which is the maximum amount that Defendant will pay, or have paid on its behalf, for monetary benefits to Settlement Class Members as described in paragraph 59.

15. “**Alternative Cash Payment**” means the cash payment that Settlement Members can claim as set forth in Section III, exclusive of Credit Monitoring Services, Service Awards, Notice and Administrative Expenses, and Fee Award and Costs.

16. “**Approved Claim**” means the complete and timely submission of a Claim Form by a Settlement Class Member that has been approved by the Settlement Administrator subject to the Claims Review Process.

17. “**CAFA Notice**” means a notice of the proposed Settlement in compliance with the requirements of the Class Action Fairness Act (“CAFA”), 28 U.S.C. Sec. 1711, *et seq.*, to be served upon the appropriate federal official(s).

18. “**Claim Form**” means the form(s) Settlement Class Members must submit to obtain the benefits provided by the Settlement, which form is attached hereto as **Exhibit C**, or form(s) approved by the Court substantially similar the form attached hereto. Class members shall swear and affirm under the laws of the United States and under penalty of perjury that the information supplied in the claim form and any documents submitted with the claim form are true and correct to the best of his or her knowledge or recollection.

19. “**Claims Deadline**” means the date by which all Claim Forms must be postmarked (if physically mailed) or submitted (if filed electronically on the Settlement Website) to be considered timely and shall be set as a date ninety (90) days after the Notice Deadline. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order, as well as in the Notice and the Claim Form.

20. “**Claims Period**” means the period of time during which Settlement Class Members may submit Claim Forms, which will end ninety (90) days after the Notice Deadline.

21. “**Claims Review Process**” means the process for reviewing and determining whether claims are valid as set forth in Section IV.

22. “**Court**” means the United States District Court for the District of Puerto Rico.

23. “**Credit and Medical Monitoring Services**” means the credit and medical monitoring services described in Section III which includes two (2) years of one-bureau credit and medical monitoring and \$1 million in identity theft protection insurance, among other features.

24. “**Data Incident**” means the cybersecurity incident that impacted Defendant on or around September 2023 and described in the Action.

25. “**Defendant’s Counsel**” means Daniel S. Marvin of Kennedys CMK LLP.

26. “**Effective Date**” means the day after the entry of the Final Approval Order, provided no objections are made to the Settlement. If there are objections to the Settlement, then the Effective Date shall be the later of (a) thirty (30) days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order, or (b) if appeals are taken from the Final Approval Order, then the earlier of thirty (30) days after the last appellate court ruling affirming the Final Approval Order or thirty (30) days after the entry of a dismissal of the appeal.

27. “**Fee Award and Costs**” means the amount of attorney fees and reimbursement of Litigation Costs and Expenses awarded by the Court to Settlement Class Counsel in satisfaction of any request or claim for payment of attorney fees, costs, and litigation expenses in connection with this Action.

28. “**Final Approval Hearing**” means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement and enter a judgment approving the Settlement Agreement, approving the Fee Award and Costs, and approving Service Awards to the Class Representatives, to be held at least 120 days after entry of the Preliminary Approval Order.

29. “**Final Approval Order**” means an order requesting that judgment be entered accordingly, substantially in the form attached hereto as **Exhibit F**, which finally approves the Settlement Agreement, certifies the Settlement Class, dismisses the Action with prejudice, and otherwise satisfies the settlement-related provisions of the Federal Rules of Civil Procedure and is consistent with all material provisions of this Agreement.

30. “**Litigation Costs and Expenses**” means costs and expenses incurred by Settlement Class Counsel and their law practices in connection with commencing, prosecuting, and settling the Action.

31. “**Notice**” or “**Notice Program**” means direct notice of the proposed class action Settlement to be provided to Settlement Class Members, that the Parties will ask the Court to approve in connection with the motion for preliminary approval of the Settlement, and which is to be provided substantially in the forms attached hereto (the “Short Form Notice” (**Exhibit A**) and the “Long Form Notice” (**Exhibit B**)), as well as on the Settlement Website. The Short Form Notice shall include a tear-off claim form for the Alternative Cash Payment.

32. “**Notice Deadline**” means the last day by which Notice must be issued to the Settlement Class Members and will occur no later than thirty (30) days after entry of the Preliminary Approval Order, or other such date as ordered by the Court.

33. **“Notice and Administrative Expenses”** means all of the expenses incurred in the administration of this Settlement, including, without limitation, all expenses or costs associated with providing Notice to the Settlement Class, locating Settlement Class Members, performing National Change of Address search(es) and/or skip tracing for undeliverable notices, processing claims, determining the eligibility of a person to be a Settlement Class Member, and administering, calculating and distributing payments to Settlement Class Members who submit valid Claim Forms. Notice and Administrative Expenses also includes all reasonable fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

34. **“Objection Deadline”** is the last day on which a Settlement Class Member may file a written objection to the Settlement or the application for a Fee Award and Costs, which will be thirty (30) days before the initial scheduled Final Approval Hearing, or other such date as ordered by the Court.

35. **“Objection Procedure”** means the procedure that Settlement Class Members must follow to object to the Settlement as set forth in Section VI.

36. **“Opt-Out”** means a Settlement Class Member (i) who timely submits a properly completed and executed Request for Exclusion, (ii) who does not rescind that Request for Exclusion prior to the Opt-Out Deadline, and (iii) as to which there is not a successful challenge to the Request for Exclusion.

37. **“Opt-Out Deadline”** is the last day on which a Settlement Class Member may postmark a Request for Exclusion, which will be thirty (30) days before the initial scheduled Final Approval Hearing, or other such date as ordered by the Court.

38. **“Opt-Out Procedure”** means the procedure that Settlement Class Members must follow to opt-out of the Settlement as set forth in Section VI.

39. **“Out-of-Pocket Losses”** means documented out-of-pocket monetary costs that a Settlement Class Member actually incurred, that are fairly traceable to the alleged Data Incident, and that have not already been reimbursed by a third-party.

40. **“Personal Information”** includes, but is not limited to, names, dates of birth, Social Security numbers, driver’s license numbers, state identification numbers, passport numbers, financial and banking information, account numbers, billing codes, payment cards, as well as protected health information including medical information and health insurance information. The term “Personal Information” is not intended here, nor should it be viewed as, having any bearing on the meaning of this term or similar term in any statute or other source of law beyond this Agreement, or how the Parties may use the term in other circumstances.

41. **“Preliminary Approval Order”** means an order directing issuance of Notice to Settlement Class Members, determining that the Court will likely be able to approve the

Settlement under the Federal Rules of Civil Procedure, and determining that the Court will likely be able to certify the Settlement Class for purposes of resolving this Action. Such order will include the forms and procedure for providing notice to the Settlement Class, including notice of the procedure for Settlement Class Members to object to or opt-out of the Settlement, and set a date for the Final Approval Hearing, substantially in the form annexed hereto as **Exhibit D**.

42. **“Released Claims”** means any and all claims, liabilities, rights, claims, demands, suits, actions, causes of action, obligations, damages, penalties, costs, attorney fees, losses, and remedies of every kind or description—whether known or unknown (including Unknown Claims), existing or potential, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that result from, relate to, are based upon, or arise out of the alleged Data Incident, the operative facts alleged in the Action, including the complaint and any amendment thereto, Defendant’s information security policies and practices, or Defendant’s maintenance or storage of Personal Information, and conduct that was alleged or could have been alleged in the Action, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law.

43. **“Released Parties”** means Defendant and each and every of its predecessors, successors, assigns, parents, subsidiaries, affiliates, divisions, departments, owners, Trustees, and the present and former directors, trustees, officers, employees, agents, insurers, reinsurers, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, vendors and related or affiliated entities of any nature whatsoever, whether direct or indirect, as well as any and all of Defendant’s predecessors, successors, officers, directors, employees, advisors, vendors, stockholders, partners, agents, attorneys, representatives, insurers, reinsurers, subrogees and assigns. Each of the Released Parties may be referred to individually as a “Released Party.”

44. **“Releasing Parties”** and a **“Releasing Party”** shall refer, jointly and severally, and individually and collectively, to the Settlement Class Representatives and Settlement Class Members, any person claiming or receiving a benefit under this Settlement, and each of their respective heirs, executors, administrators, representatives, agents, partners, predecessors, successors, attorneys, assigns, and any other person purporting to assert a claim on their behalf.

45. **“Reminder Notice”** means the notice that will be sent thirty (30) days before the Claim Deadline if the claim rate is under 2% as of 45 days before the Claim Deadline.

46. **“Request for Exclusion”** means a writing by or on behalf of a Settlement Class Member in which he or she requests to be excluded from the Settlement Class in the form and manner provided for in the Notice and as described below in Section VI.

47. “**Service Awards**” means compensation awarded by the Court and paid to the Settlement Class Representatives in recognition of their role in this Action as set forth in Section XI.

48. “**Settlement**” means the settlement of the Action by and between the Parties, and the terms thereof as stated in this Settlement Agreement.

49. “**Settlement Administrator**” means Kroll Settlement Administration, subject to Court approval, an entity jointly selected and supervised by Settlement Class Counsel and Defendant’s Counsel to administer the settlement.

50. “**Settlement Class**” is defined as “All individuals residing in the United States whose Personal Information may have been accessed and/or acquired by an unauthorized party as a result of the cybersecurity incident against Defendant giving rise to the Action.” Excluded from the Settlement Class are (i) Defendant (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the alleged Data Incident or who pleads *nolo contendere* to any such charge. In total, Defendant represents there are approximately 41,000 people in the Settlement Class.

51. “**Settlement Class Counsel**” means Raina C. Borrelli of Strauss Borrelli PLLC.

52. “**Settlement Class List**” means the list of the names and current or last known email and/or mailing address information for Settlement Class Members that Defendant used to mail notice of the alleged Data Incident to individuals, to the extent reasonably available, which Defendant shall provide to the Settlement Administrator within fifteen (15) days of entry of the Preliminary Approval Order.

53. “**Settlement Class Member**” means an individual who falls within the definition of the Settlement Class.

54. “**Settlement Class Representatives**” means Jose A. Morales Rosario, Zelma Esteves Arreche, and Daphne I. Carrión-Lozano.

55. “**Settlement Payment**” or “**Settlement Check**” mean the payment to be made via mailed check or via electronic means (agreed to by the Parties) to a Settlement Class Member pursuant to the claims process set forth in Section IV.

56. “**Settlement Website**” means the website the Settlement Administrator will establish and use to provide Settlement Class Members with information about the Settlement and relevant case documents and deadlines, as set forth herein.

57. **“Supplemental Declaration”** means the declaration that the Settlement Administrator will provide to Settlement Class Counsel for filing with the Court at least seven (7) days before the Final Approval Hearing. The Supplemental Declaration will include updated information about the Notice Program, Opt-Outs, Objections, and Claims.

III. SETTLEMENT BENEFITS

58. **Credit and Medical Monitoring Services.** All Settlement Class Members shall be automatically offered a 2-year membership of 1-bureau credit and medical monitoring with at least \$1 million in fraud protection through CyEx. “Automatic” shall be understood to mean that the codes for the services will be sent with the Notice, and Settlement Class Members will not be required to file a formal claim to obtain this benefit but rather will merely need to enroll and activate the service after the Effective Date.

59. **Monetary Benefits.** Defendant, through its insurance policy, shall pay for the following monetary benefits subject to the Aggregate Cap.

- a. **Compensation for Out-of-Pocket Losses.** Defendant, through its insurance policy, will provide up to \$2,500 in compensation to each Claimant for proven and documented monetary loss if:
 - i. The loss is an actual, documented, and unreimbursed monetary loss;
 - ii. The loss was more likely than not caused by the alleged Data Breach;
 - iii. The loss occurred between the date of the Data Breach and the Claim Deadline; and
 - iv. The Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.
 - v. Settlement Class Members submitting claims for Documented Monetary Losses must submit documentation supporting their claims. This can include receipts or other documentation that document the costs incurred but does not include documentation that is “self-prepared” by the claimant. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support to other submitted documentation.

- b. **Alternative Cash Payment.** In the alternative to claims for Out-of-Pocket Losses, Settlement Class Members may submit a claim for a \$25.00 flat cash payment. Settlement Class Members may claim both the Alternative Cash Payment and also Credit Monitoring Services. To receive this benefit, Settlement Class Members must submit a valid claim form, but no documentation is required to make a claim.

60. **Business Practice Commitments.** Defendant represents that it has adopted and implemented data security measures following the alleged data security incident that gave rise to the Action to further strengthen the security of its systems. Defendant represents that the approximate costs of such measures are \$1,105,400, and agrees that such measures are a material benefit to the Class.

IV. CLAIMS PROCESS AND PAYMENTS

61. **Submission of Electronic and Hard Copy Claims.** Settlement Class Members may submit Claim Forms to the Settlement Administrator electronically via the Settlement Website or physically by mail. Claim Forms must be submitted electronically or postmarked on or before the Claims Deadline. The Settlement Administrator will maintain records of all Claim Forms submitted until the later of (a) one hundred and eighty (180) Days after the Effective Date or (b) the date all Claim Forms have been fully processed in accordance with the terms of this Agreement. Information submitted by Settlement Class Members in connection with Claim Forms shall be deemed confidential and protected as such by the Settlement Administrator, Settlement Class Counsel, and Defendant's Counsel.

62. **Order of Distribution of Funds.** The Settlement Administrator must use the funds available to make payments in the following order: (1) Approved Claims for Out-of-Pocket Losses; (2) the Alternative Cash Payments. If the Aggregate Cap is insufficient to pay for all Approved Claims for Out-of-Pocket Losses, then the value of the payments Approved Claims for Out-of-Pocket Losses shall be reduced on a *pro rata* basis—such that the aggregate value of all payments for Approved Claims for Out-of-Pocket Losses does not exceed the Aggregate Cap. In such an event, no funds will be distributed for Alternative Cash Payments. In the event that funds remaining under the Aggregate Cap after the payment for Approved Claims for Out-of-Pocket Losses are not sufficient to make payment for the full amount of the Approved Claims for Alternative Cash Payments, then the value of the Approved Claims for Alternative Cash Payments shall be reduced on a *pro rata* basis, such that the aggregate value of all payments for Approved Claims for monetary benefits does not exceed the Aggregate Cap.

63. **Claims Review Process.** The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent claims for Out-of-Pocket Losses, Alternative Cash Payment, or Credit Monitoring Services are valid.

- a. The Settlement Administrator will verify that each person who submits a Claim Form is a member of the Settlement Class.
- b. The Settlement Administrator will determine that each Claim Form submitted by a Settlement Class Member was submitted during the Claims Period and is timely.
- c. The Settlement Administrator will verify that the Settlement Class Member has provided all third-party documentation or information needed to complete the Claim Form, including any documentation required to support claims for Out-of-Pocket Losses as described above.
- d. The Settlement Administrator will determine to what extent documentation for Out-of-Pocket Losses reflects losses actually and reasonably incurred and that were more likely than not caused by the alleged Data Incident.
- e. In determining whether claimed Out-of-Pocket Losses are more likely than not caused by the alleged Data Incident, the Settlement Administrator will consider the timing of the alleged loss and whether it occurred on or after the alleged Data Incident; and any other factors the Settlement Administrator reasonably finds to be relevant.
- f. The Settlement Administrator is authorized to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.
- g. No decision of the Settlement 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 on any proceedings in any forum or before any authority.
- h. To the extent the Settlement Administrator determines that a timely claim Out-of-Pocket Losses, Credit Monitoring Services, or the Alternative Cash Payment by a Settlement Class Member is deficient in whole or in part, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies and provide the Settlement Class member twenty-one (21) days to cure the deficiencies. If the Settlement Administrator subsequently determines that the Settlement Class Member has not cured the deficiencies, the Settlement Administrator will notify the Settlement Class Member within ten (10) days of that determination. The Settlement Administrator may consult with the Parties in making these determinations.

- i. If a Settlement Class Member receives notice that the Settlement Administrator has determined that the deficiencies it identified have not been cured, the Settlement Class Member may request an appeal in writing, including any supporting documents. The appeal must be submitted within twenty-one (21) days of the Settlement Administrator sending the notice. In the event of an appeal, the Settlement Administrator shall provide the Parties with all relevant documentation regarding the appeal. The Parties will confer regarding the appeal. If they agree on a disposition of the appeal, that disposition will be final and non-appealable. If they cannot agree on disposition of the appeal, the dispute will be submitted to the Settlement Administrator for final, non-appealable disposition. In reaching disposition, the Settlement Administrator is authorized to communicate with counsel for the Parties separately or collectively.

64. Payment.

- a. After the Effective Date, and after final determinations have been made with respect to all claims submitted during the Claims Period pursuant to the Claims Review Process, the Settlement Administrator shall provide the Parties an accounting of all Approved Claims for Out-of-Pocket Losses, Credit Monitoring Services, or the Alternative Cash Payment, and also provide funding instructions to Defendant. Within the later of forty-five (45) days of receiving this accounting or twenty (20) days of the Effective Date, Defendant or its representative shall transmit the funds needed to pay Approved Claims for Out-of-Pocket Losses, Credit Monitoring Services, or the Alternative Cash Payment in accordance with the terms of this Agreement.
- b. Payments issued by the Settlement Administrator for Approved Claims for Out-of-Pocket Losses or the Alternative Cash Payment shall be issued in the form of a check, or via electronic means (through means agreed to by the Parties) and sent as soon as practicable after the Settlement Administrator receives the funds described above.
- c. All Settlement Class Members who fail to submit a valid Claim Form for any benefits under this Agreement within the time frames set forth herein, or such other period as may be ordered by the Court, shall be forever barred from receiving any payments or benefits pursuant to the Settlement, but will in all other respects be subject to and bound by the provisions of this Agreement, including but not limited to the releases contained herein, and the Final Approval Order.

65. **Timing.** Settlement Checks shall bear the legend that they expire if not negotiated within ninety (90) days of their issue date.

66. **Returned Checks.** For any Settlement Check returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall, within thirty (30) days after the check is returned to the Settlement Administrator as undeliverable, send an e-mail and/or telephone that Settlement Class Member to obtain updated address information. Any replacement Settlement Checks issued to Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of issuance and thereafter will automatically be canceled and deemed void if not cashed by the Settlement Class Members within that time.

67. **Uncashed Checks.** To the extent that an electronic payment or settlement check is not cashed, accepted and/or negotiated within sixty (60) days after the date of issue, the Settlement Administrator shall undertake the following actions: (1) attempt to contact the Settlement Class Member by e-mail and/or telephone to discuss how to obtain a reissued electronic payment or check; (2) if those efforts are unsuccessful, make reasonable efforts to locate an updated address for the Settlement Class Member using advanced address searches or other reasonable methods; and (3) reissuing an electronic payment or check or mailing the Settlement Class Member a postcard (either to an updated address if located or the original address if not) providing information regarding how to obtain a reissued electronic payment or check. Any reissued electronic payment(s) or settlement check(s) issued to Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Settlement Class Members within that time.

68. **Voided Checks.** In the event a Settlement Check becomes void, the Settlement Class Member to whom that Settlement Check was made payable will forfeit the right to payment and will not be entitled to payment under the Settlement, and the Agreement will in all other respects be fully enforceable against the Settlement Class Member.

69. **Deceased Settlement Class Members.** If the Settlement Administrator is notified that a Settlement Class Member is deceased, the Settlement Administrator is authorized to reissue the electronic payment(s) or settlement check(s) to the estate of the Settlement Class Member upon receiving proof the Settlement Class Member is deceased and after consultation with Settlement Class Counsel and Defendant's Counsel.

V. NOTICE PROGRAM

70. **Timing of Notice.** Within fifteen (15) days after entry of the Preliminary Approval Order, Defendant shall provide the Settlement Class List to the Settlement Administrator. The Settlement Administrator shall disseminate the Short Form Notice to Settlement Class Members for whom it has a valid email address or mailing address (after reasonable efforts to locate a valid address, like skip tracing) by the Notice Deadline. The Settlement Administrator shall make the Long Form Notice and Claim Form available to Settlement Class Members on the Settlement Website.

71. **Form of Notice.** The Short Form Notice shall be disseminated through First Class U.S. mail to Settlement Class Members on the Settlement Class List. Notice shall also be provided on the Settlement Website. The Settlement Administrator shall have discretion to format the Short Form Notice in a reasonable manner to minimize mailing and administrative costs. Before Notices are mailed or emailed, Settlement Class Counsel and Defendant's Counsel shall first be provided with a proof copy (reflecting what the items will look like in their final form) and shall have the right to inspect the same for compliance with the Settlement Agreement and any orders of the Court. For Notices sent via postcard that are returned as undeliverable, the Settlement Administrator shall use reasonable efforts (e.g., skip trace) to identify an updated mailing address and resend the postcard notice if an updated mailing address is identified.

72. **Tear-Off Claim Form.** The Short Form Notice shall include a tear-off claim form for the Alternative Cash Payment.

73. **Reminder Notice.** A reminder notice will be sent thirty (30) days before the Claim Deadline if the claim rate is under 2% as of 45 days before the Claim Deadline. In addition, the Long Form Notice and Claim Form approved by the Court may be adjusted by the Settlement Administrator in consultation and agreement with the Parties, as may be reasonable and necessary and not inconsistent with such Court approval.

74. **Settlement Website.** The Settlement Administrator will establish the Settlement Website as soon as practicable following entry of the Preliminary Approval Order, but prior to dissemination of the Notice. The URL of the Settlement Website shall be agreed upon by Settlement Class Counsel and Defendant. The Settlement Website shall contain relevant documents, including, but not limited to, the Long Form Notice, the Claim Form, this Agreement, Plaintiffs' motion for preliminary approval of the Settlement, the Preliminary Approval Order, Plaintiffs' Motion for Final Approval of the Settlement, inclusive of Class Counsel's Application for Attorney Fees, Costs, and Service Awards, and the operative complaint in the Action. The Settlement Website shall also include a toll-free telephone number, e-mail address, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. Settlement Class Members shall be able to submit claims online via the Settlement Website or mailed to the Settlement Administrator. The Settlement Website shall contain the deadlines for filing a claim, objection, or opt-out requests, and the date of the Final Approval Hearing. The Settlement Website shall not include any advertising and shall remain operational until at least sixty (60) days after all Settlement Payments have been distributed.

75. **Cost of Notice and Administration.** Defendant will pay for the Notice and Administrative Expenses, which will be paid separately from costs associated with providing the Settlements Benefits in Section III.

VI. OPT-OUTS AND OBJECTIONS

76. **The Opt-Out Procedure.** The Notice shall explain the procedure for Settlement Class Members to exclude themselves or “opt-out” of the Settlement by submitting a Request for Exclusion to the Settlement Administrator postmarked no later than the Opt-Out Deadline. The Notice also must state that any Settlement Class Member who does not file a timely Request for Exclusion in accordance with this Paragraph will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement.

- a. The Request for Exclusion must include the name of the proceeding, the individual’s full name, current address, personal signature, and the words “Request for Exclusion” or a comparable statement that the individual does not wish to participate in the Settlement.
- b. No person shall purport to exercise any exclusion rights of any other person, or purport (a) to opt-out Settlement Class Members as a group, in the aggregate, or as a class; or (b) to opt-out more than one Settlement Class Member on a single Request for Exclusion, or as an agent or representative. Any such purported Request(s) for Exclusion shall be void, and the Settlement Class Member(s) who is or are the subject of such purported Request(s) for Exclusion shall be treated as a Settlement Class Member and be bound by this Settlement Agreement, including the Release contained herein, and judgment entered thereon, unless he or she submits a valid and timely Request for Exclusion.
- c. Within seven (7) days after the Opt-Out Deadline, the Settlement Administrator shall provide the Parties with a complete and final list of all Opt-Outs.
- d. All persons who Opt-Out shall not receive any benefits or be bound by the terms of this Agreement and shall have no right to object to the Settlement or to participate at the Final Approval Hearing. All Settlement Class Members who do not request to be excluded from the Settlement in the manner set forth herein shall be bound by the terms of this Settlement Agreement, including the Release contained herein, and any Judgment entered thereon, regardless of whether he or she files a Claim Form or receives any monetary benefits from the Settlement.

77. **The Objection Procedure.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement or the request for attorney fees Service Awards by filing written objections with the Court no later than the Objection Deadline. The written objection must include (i) the name of the Action; (ii) the Settlement Class Member’s full name and current mailing address; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) the identity of any attorneys representing the objector; (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) information identifying the objector as a Settlement Class Member, including proof that the

objector is within the Settlement Class (*e.g.*, copy of the Notice or copy of original notice of the Data Incident); and (vii) the signature of the Settlement Class Member and their attorney. The Settlement Class Member shall also send a copy of the written objection to the Settlement Administrator, Settlement Class Counsel, and Defendant's Counsel postmarked or emailed no later than the Objection Deadline. Any Settlement Class Member who does not file a timely and adequate objection in accordance with this Paragraph waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement and shall be bound by the terms of this Settlement Agreement, including the Release contained herein, and any Judgment entered thereon. The exclusive means for any challenge to the Agreement shall be through the provisions of this Paragraph. Within seven (7) days after the Objection Deadline, the Settlement Administrator shall provide the Parties with all objections submitted.

VII. SETTLEMENT ADMINISTRATOR

78. **Duties of Settlement Administrator.** The Settlement Administrator shall perform the functions and duties necessary to effectuate the Settlement and as specified in this Agreement, including, but not limited to, the following:

- a. Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;
- b. Providing CAFA Notice to the appropriate federal official(s) as required by 28 U.S.C. § 1711, *et seq.*;
- c. Causing the Notice Program to be effectuated in accordance with the terms of this Settlement Agreement and orders of the Court;
- d. Performing National Change of Address searches on the Settlement Class List and/or skip tracing on invalid addresses and undeliverable notices;
- e. Providing Notice to Settlement Class Members via U.S. mail and/or e-mail;
- f. Establishing and maintaining the Settlement Website;
- g. Establishing and maintaining a toll-free telephone line with interactive voice response 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 in a timely fashion;
- h. Responding to any mailed or emailed Settlement Class Member inquiries in a timely fashion;

- i. Reviewing, determining the validity of, and processing all Claim Forms submitted consistent with the terms of this Agreement;
- j. Receiving and reviewing Requests for Exclusion and objections from Settlement Class Members. If the Settlement Administrator receives any Requests for Exclusion, objections, or other requests from Settlement Class Members after the deadlines set forth herein, the Settlement Administrator shall promptly provide copies thereof to Settlement Class Counsel and Defendant's Counsel;
- k. Working with the provider of Credit/Medical Monitoring Services to receive and send activation codes after the Effective Date to Settlement Class Members who submitted valid claims for Credit Monitoring Services;
- l. After the Effective Date, processing and transmitting Settlement Payments to Settlement Class Members;
- m. Providing weekly or other periodic reports to Settlement Class Counsel and Defendant's Counsel that include information regarding claims, objections, Opt-Outs and other data agreed to between Settlement Class Counsel, Defendant's Counsel, and the Settlement Administrator;
- n. Preparing a declaration for submission with the Motion for Final Approval that (i) attests to implementation of the Notice Program in accordance with the Preliminary Approval Order; and (ii) provides data on Opt-Outs, Objections, and Claims.
- o. Preparing the Supplemental Declaration which shall be filed with the Court at least seven (7) days before the Final Approval Hearing. The Supplemental Declaration will include updated information about the Notice Program, Opt-Outs, Objections, and Claims.
- p. Performing any function related to settlement administration as provided for in this Agreement or agreed-upon among Settlement Class Counsel, Defendant's Counsel, and the Settlement Administrator.

VIII. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

79. **Certification of the Settlement Class.** For purposes of this Settlement only, and in the context of this Agreement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date. Should: (1) the Settlement not receive final approval from the Court, (2) the Effective Date not occur, or (3)

the Agreement is otherwise terminated, the certification of the Settlement Class shall be void, and neither the Agreement nor any order or other action relating to the agreement shall be offered by any person as evidence or cited in support of a motion to certify a class for any purpose other than this Settlement. Defendant reserves the right to contest class certification for all other purposes. The Parties further stipulate to designate the Plaintiffs as the representatives for the Settlement Class.

80. **Preliminary Approval.** Following execution of this Agreement, Settlement Class Counsel shall file a motion for preliminary approval of this Settlement with the Court. Settlement Class Counsel shall provide Defendant's Counsel with a draft of the motion for preliminary approval within a reasonable time frame prior to filing to ensure that any requested revisions from Defendant are addressed.

81. **Final Approval.** Settlement Class Counsel shall file their Motion for Final Approval of the Settlement, inclusive of Class Counsel's Application for Attorney Fees, Costs, and Service Awards, no later than 45 days before the initial date set for the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiffs' Motion for Final Approval of the Settlement and Application for Attorney Fees, Costs, and Service Awards. 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 objected to the Settlement and/or to the Application for Attorney Fees, Costs, and Service Awards, provided the objector(s) submitted timely objections that meet all the requirements in Section VI. Counsel for the Parties shall request that the Court set a date for the Final Approval Hearing no earlier than one-hundred and twenty (120) days after entry of the Preliminary Approval Order. Settlement Class Counsel shall provide Defendant's Counsel with a draft of the Motion for Final Approval of the Settlement and Application for Attorney Fees, Costs, and Service Awards within a reasonable time frame prior to filing same to ensure that any requested revisions from Defendant are addressed.

82. **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 between the Parties 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 and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator consents to the jurisdiction of the Court for this purpose and any dispute between or among the Settlement Administrator, Plaintiffs, and/or Defendant.

IX. MODIFICATION AND TERMINATION

83. **Modification.** The terms and provisions of this Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court;

provided, however, that, after entry of the Preliminary Approval Order, the Parties may, by written agreement, effect such amendments, modifications, or expansions of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members or Defendant under this Agreement.

84. **Termination.** Settlement Class Counsel (on behalf of the Settlement Class Members) and Defendant shall have the right to terminate this Agreement by providing written notice of their or its election to do so ("Termination Notice"): within fourteen (14) days of (1) the Court's refusal to grant preliminary approval of the Settlement in any material respect; (2) the Court's refusal to enter the Final Approval Order and Judgment in any material respect, or (3) the date the Final Approval Order and Judgment is modified or reversed in any material respect by any appellate or other court.

85. **Effect of Termination.** In the event of a termination as provided in this Section, this Agreement shall be considered null and void, all of the Parties' obligations under the Agreement shall cease to be of any force and effect, and the Parties shall return to the status quo ante in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, the certification of the Settlement Class shall be void. Defendant reserves the right to contest class certification for all purposes other than this Settlement. All of the Parties' respective pre-Settlement claims and defenses will be preserved. Any Court orders preliminarily or finally approving certification of the Settlement Class and any other orders entered pursuant to the Agreement shall be deemed null and void and vacated, and shall not be used or cited thereafter by any person or entity in support of claims or defenses or in support or in opposition to a class certification motion. In addition, the fact that Defendant did not oppose certification of a class under the Settlement shall not be used or cited thereafter by any person or entity, including in a contested proceeding relating to class certification.

86. **Settlement Not Approved.** If: (1) the Court does not issue the Preliminary Approval Order or Final Approval Order; (2) the Effective Date does not occur; or (3) the Final Approval Order is modified or reversed in any material respect by any appellate or other court, the Parties shall have 60 days from the date of such occurrence or non-occurrence during which the Parties shall work together in good faith in considering, drafting, and submitting reasonable modifications to this Agreement to address any issues identified by the Court or that otherwise caused the Preliminary Approval Order or Final Approval Order not to issue or the Effective Date not to occur. If such efforts are unsuccessful, either Party may at their sole discretion terminate this Agreement on seven (7) days written notice to the other Party. For avoidance of any doubt, neither Party may terminate the Agreement while an appeal from an order granting approval of the Settlement is pending.

X. RELEASES

87. **The Release.** Upon the Effective Date, and in consideration of the Settlement benefits described herein, each Releasing Party shall be deemed to have completely and unconditionally released, acquitted, and forever discharged Defendant and each of the Released Parties from any and all Released Claims, including Unknown Claims.

88. **Unknown Claims.** The Released Claims include the release of Unknown Claims. "Unknown Claims" means claims that could have been raised in the Action and claims Releasing Parties do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties or the Released Claims or might affect his, her or its decision to agree, object or not to object to the Settlement. Upon the Effective Date, the Releasing Parties shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides 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.

Upon the Effective Date, each-Releasing Party shall be deemed to have, and shall have, waived any and all provisions, rights, and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. The Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Released Claims or relation of the Released Parties thereto, but that it is their intention to finally and forever settle and release the Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this Paragraph. The Parties acknowledge, and the Releasing Parties shall be deemed by operation of the Agreement to have acknowledged, that the foregoing waiver is a material term of the Agreement.

89. Each Releasor waives any and all defenses, rights, and benefits that may be derived from the provisions of applicable law in any jurisdiction that, absent such waiver, may limit the extent or effect of the release contained in this Settlement Agreement.

90. **Bar to Future Suits.** Upon entry of the Final Approval Order and Judgment, the Settlement Class Representatives and other Settlement Class Members, and all Releasing Parties, shall be enjoined from initiating, asserting, or prosecuting any and all Released Claims, including Unknown Claims, in any proceeding against any of the Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by

this Agreement or by the Final Approval Order and Judgment. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this Section. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this Section.

91. **No Effect on Agreement.** The finality or effectiveness of the Settlement, including the Final Approval Order and Judgment, shall not depend on the amount or timing of Service Awards approved and awarded by the Court or any appeal thereof. The amount and timing of Service Awards is intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the Service Awards shall constitute grounds for termination of this Agreement.

92. **No Admission of Liability.** 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 or that could have been made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

93. **No Use of Agreement.** Neither the Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Plaintiffs or any Settlement Class Member, including any Settlement Class Member who opts out of the Settlement; or (ii) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission by the Released Parties in the Action, or any Settlement Class Member who opts out of the Settlement, or in any proceeding in any court, administrative agency or other tribunal.

XI. SERVICE AWARDS AND ATTORNEY FEES

94. **Service Awards.** At least forty-five (45) days before the initially scheduled Final Approval Hearing, Settlement Class Counsel will file a motion seeking Service Awards for the Settlement Class Representatives in recognition of their contributions to this Action not to exceed Two Thousand and Five Hundred Dollars and Zero Cents (\$2,500.00) per person. If more than \$2,500.00 per Plaintiff is requested as a service award, Defendant shall have the option to terminate the Settlement in accordance with Section IX. Prior to the disbursement or payment of the Service Awards, the Settlement Class Representatives shall provide a properly completed and duly executed IRS Form W-9. Defendant, through its insurance policy, shall pay the Court-approved Service Awards to an account established by or on behalf of Settlement Class Counsel within thirty (30) days after the Effective Date and Settlement Class Counsel's provision of its properly completed and duly executed IRS Form W-9, whichever is later. Settlement Class Counsel will ensure payment instructions are provided through secure processes. Settlement Class Counsel will then distribute the Service

Awards. Defendant's obligations with respect to the Court-approved Service Awards shall be fully satisfied upon transmission of the funds into the account established by or on behalf of Settlement Class Counsel. Defendant shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of Service Awards. Nor shall Defendant be responsible for any tax obligations or payments associated with the amount paid into the account established by Settlement Class Counsel. To the extent the Effective Date does not occur, Defendant shall have no obligation to pay any Service Awards. This amount was negotiated after the benefits to the Settlement Class were negotiated.

95. **Attorney Fees and Costs and Expenses.** At least forty-five (45) days before the initially scheduled Final Approval Hearing, Settlement Class Counsel will file a motion for Fee Award and Costs to be paid by or on behalf of Defendant in an amount of Two Hundred Thousand Dollars and Zero Cents (\$200,000.00). If more than \$200,000.00 is requested as a Fee Award and Costs, Defendant shall have the option to terminate the Settlement in accordance with Section IX. Settlement Class Counsel shall provide to Defendant a properly completed and duly executed IRS Form W-9. Defendant shall pay the Court-approved Fee Award and Costs to an account established by or on behalf of Settlement Class Counsel within thirty (30) days after the Effective Date and Settlement Class Counsel's provision of its properly completed and duly executed IRS Form W-9, whichever is later. The Fee Award and Costs will be allocated by Settlement Class Counsel. Defendant's obligations with respect to the Court-approved Fee Award and Costs shall be fully satisfied upon transmission of the funds into the account established by or on behalf of Settlement Class Counsel. Defendant shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of the Fee Award and Costs. Nor shall Defendant be responsible for any tax obligations or payments associated with the amount paid into the account established by or on behalf of Settlement Class Counsel. To the extent the Effective Date does not occur, Defendant shall have no obligation to pay any Fee Award and Costs. The amount of the Fee Award and Costs was negotiated after the benefits to the Settlement were negotiated.

XII. MISCELLANEOUS

96. **Publicity.** The Parties agree that they shall not publicize this Settlement, the amount or sum of individual Settlement Class Representatives' or Settlement Class Members' shares or the events and negotiations surrounding this Agreement in any way except by joint pleadings or unopposed motions filed with the Court, if required, and as otherwise permitted within this Agreement for the purpose of effectuating the Notice program (including the Settlement Website). If any Party believes a statement is made in violation of this provision, the Parties shall meet-and-confer informally in an effort to resolve the dispute. If the dispute cannot be resolved informally, it shall be submitted to the Court for resolution.

97. **Integration of Exhibits.** The exhibits to this Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Agreement.

98. **Entire Agreement.** This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties with regard to the subject matter hereof and shall supersede any previous agreements, representations, communications and understandings among the Parties, including counsel for the Parties. This Agreement may not be changed, modified, or amended except in writing signed by all Parties or their successors in interest. The Parties contemplate that, subject to Court approval or without such approval where legally permissible and consistent with any orders of the Court in this proceeding, the exhibits to this Agreement may be modified by subsequent Agreement of counsel for the Parties prior to dissemination of the Notice to the Settlement Class.

99. **Resolution.** The Parties intend this Agreement to be a final and complete resolution of all disputes between them with respect to the Action. The Parties each agree that the Settlement and this Agreement were negotiated in good faith and at arm's-length and reflects a Settlement reached voluntarily after consultation with legal counsel of their choice.

100. **Other Litigation.** Plaintiffs and Settlement Class Counsel will not cooperate with or encourage any action or filing of claims against Defendant or any Released Parties related to any of the allegations or claims alleged in the Action.

101. **Deadlines.** If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next business day. All reference to "days" in this agreement shall refer to calendar days unless otherwise specified.

102. **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of Plaintiffs and Defendant.

103. **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 and reasonably dictates.

104. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

105. **Construction.** For the purpose of construing or interpreting this Agreement, this Agreement is to be deemed to have been drafted equally by all Parties and shall not be construed strictly for or against any Party.

106. **Cooperation of Parties.** The Parties to this Agreement agree to cooperate in good faith to effectuate the Settlement described in this Agreement.

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

108. **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.

109. **Governing Law.** The Agreement shall be construed in accordance with, and be governed by, the laws of Puerto Rico, without regard to choice of law principles.

110. **Counterparts.** 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 signatories do not sign the same counterparts. Original signatures are not required. Any signature submitted electronically, by facsimile, or through e-mail of an Adobe PDF shall be deemed an original.

111. **Notices.** All notices to Settlement Class Counsel and counsel for Defendant provided for herein, shall be sent by email to:

Raina C. Borrelli
STRAUSS BORRELLI PLLC
980 N Michigan Ave, Suite 1610
Chicago, IL 60611
raina@straussborrelli.com

All notices to Defendant provided for herein shall be sent by email to:

Daniel S. Marvin
KENNEDYS CMK LLP
22 Vanderbilt Avenue, 24th Floor
New York, NY 10017
Daniel.Marvin@kennedyslaw.com

The notice recipients and addresses designated above may be changed by written notice to the other Party.

112. **Authority.** Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and authorized to bind the Party on whose behalf he, she, or they sign this Agreement to all of the terms and provisions of this Agreement.

113. **No Government Third-Party Rights or Beneficiaries.** No government agency or official can claim any rights under this Agreement or Settlement.

114. **No Collateral Attack.** The Agreement shall not be subject to collateral attack, including by any Settlement Class Member or any recipient of notices of the Settlement after issuance of the Final Approval Order.

115. **Survival.** The Parties agree that the terms set forth in this Settlement Agreement shall survive the signing of the Agreement.

116. **Schedule and Deadlines.** Subject to court approval, the Parties agree to following schedule and deadlines.

Event	Deadline
Defendant provides the Settlement Class List to the Settlement Administrator	Within fifteen (15) days of the entry of the Preliminary Approval Order
Notice Deadline	Thirty (30) days after entry of the Preliminary Approval Order
Plaintiffs shall file the Motion for Final Approval of the Settlement and Application for Attorney Fees, Costs, and Service Awards	At least forty-five (45) days before the initially scheduled Final Approval Hearing
Objection Deadline	Thirty (30) days before the initially scheduled Final Approval Hearing
Opt-Out Deadline	Thirty (30) days before the initially scheduled Final Approval Hearing
Claims Deadline	Ninety (90) days after the Notice Deadline.
Final Approval Hearing	No earlier than one hundred and twenty (120) days after entry of the Preliminary Approval Order

XIII. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused the Settlement Agreement to be executed:

Plaintiff Jose A. Morales Rosario

By: _____

Date: _____

Plaintiff Zelma Esteves Arreche

By: _____

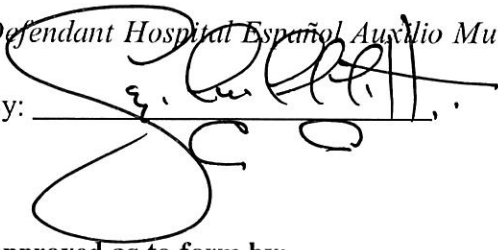
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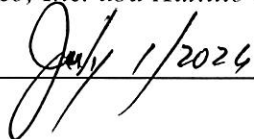
Plaintiff Daphne I. Carrión-Lozano

By: _____

Date: _____

Defendant Hospital Español Auxilio Mutuo de Puerto Rico, Inc. dba Auxilio Mutuo Hospital

By:  _____

Date:  _____

Approved as to form by:

Counsel for Plaintiffs and the Settlement Class

By: _____

Date: _____

Counsel for Defendant

By: _____

Date: _____

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