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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

JOHN DOE, JOHN DOE II, JOHN DOE III,
JANE DOE, JANE DOE II, JANE DOE III,
JANE DOE IV, JANE DOE V, and ALEXIS
SUTTER, Individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

KAISER FOUNDATION HEALTH PLAN,
INC., KAISER FOUNDATION HOSPITALS,
and KAISER FOUNDATION HEALTH
PLAN OF WASHINGTON,

Defendants.

Case No. 3:23-cv-02865-EMC

**AMENDED STIPULATION OF
SETTLEMENT**

District Judge: Hon. Edward M. Chen
Magistrate Judge: Hon. Peter H. Kang

Consolidated Complaint
Filed: December 6, 2024
Trial Date: January 25, 2027

STIPULATION OF SETTLEMENT;
CASE NO. 3:23-CV-02865-EMC

This Stipulation of Settlement (the “Stipulation”), dated August 13, 2025, as amended December 1, 2025, is made and entered into by and among Plaintiffs John Doe, John Doe II, Jane Doe, Jane Doe II, Jane Doe III, Jane Doe IV, Jane Doe V, and Alexis Sutter (“Plaintiffs”), on behalf of themselves and the Settlement Class Members, as defined below; and Defendant Kaiser Foundation Health Plan, Inc. (“Kaiser Foundation Health Plan” or “Defendant”; and, together with Plaintiffs, collectively referred to herein as the “Parties”).

I. BACKGROUND OF THE LITIGATION

On December 6, 2024, the Plaintiffs filed a Consolidated Master Class Action Complaint (“Consolidated Class Action Complaint,” ECF No. 271) against Defendant and other related entities in the Northern District of California, Case No. 3:23-cv-02865-EMC (“Action”).¹

In this Action, Plaintiffs assert claims, individually and on behalf of the Settlement Class, against Defendant for (1) Violation of the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510 *et seq.*; (2) Violation of the California Invasion of Privacy Act, Cal. Pen. Code §§ 630 *et seq.*; (3) Common Law Invasion of Privacy—Intrusion Upon Seclusion; (4) Invasion of Privacy in Violation of the California Constitution, Art. 1, § 1; (5) Breach of Express Contract; (6) Breach of Implied Contract; (7) Negligence; (8) Violation of the California Confidentiality of Medical Information Act, Cal. Civ. Code §§ 56.10 *et seq.*; (9) Statutory Larceny Through False Pretenses, Cal. Pen. Code §§ 484, 496; (10) Violation of the District of Columbia Consumer Protection Procedures Act; (11) Violation of the Georgia Computer Systems Protection Act, Ga. Code Ann. § 16-9-93; (12) Violation of the Georgia Insurance and Information Privacy Protection Act, Ga. Code Ann. §§ 33-39-1 *et seq.*; (13) Violation of the Maryland Wiretapping and Electronic

¹ The initial Class Action Complaint in this Action was filed on June 9, 2023 (ECF No. 1), with a subsequent amendment on September 15, 2023 (ECF No. 44). On April 11, 2024, the Court dismissed 16 of Plaintiffs’ 21 causes of action, but allowed Plaintiffs leave to amend (ECF No. 124). Plaintiffs filed their Second Amended Class Action Complaint on May 9, 2024 (ECF No. 131), repleading several causes of action the Court previously dismissed. Plaintiff Sutter filed her complaint on June 4, 2024 (*see Sutter v. Kaiser Foundation Health Plan, Inc.*, Case No. 3:24-cv-03352-EMC (N.D. Cal.)), which was subsequently consolidated with this Action on July 1, 2024 (*see Order Granting Defendants’ Administrative Motion to Consider Whether Cases Should Be Related*, ECF No. 189). Plaintiffs have voluntarily dismissed without prejudice Defendants Kaiser Foundation Hospitals and Kaiser Foundation Health Plan of Washington from this action.

1 Surveillance Act, Md. Code. Ann., Jud. Proc. §§ 10-401 *et seq.*; (14) Violation of the Oregon
 2 Unlawful Trade Practices Act., Or. Rev. Stat. §§ 646.605 *et seq.*; (15) Violation of the Virginia
 3 Computer Crimes Act, Va. Code Ann. §§ 18.2-152.1 *et seq.*; (16) Violation of the Virginia
 4 Insurance Information and Privacy Protection Act, Va. Code Ann. §§ 38.2-600 *et seq.*;
 5 (17) Violation of the Washington Consumer Protection Act, Wash. Rev. Code §§ 19.86 *et seq.*;
 6 (18) Violation of the Washington Privacy Act, Wash. Rev. Code §§ 9.73 *et seq.*; (19) Violation of
 7 the Washington Health Care Information Act, Wash Rev. Code §§ 70.02.005 *et seq.*; (20) Violation
 8 of the District of Columbia Consumer Security Breach Notification Act, D.C. Code §§ 28-3851 *et*
 9 *seq.*, and Consumer Protection Procedures Act, D.C. Code §§ 28-3901 *et seq.*; (21) Violation of the
 10 Maryland Personal Information Protection Act, Md. Code Ann. Com. Law §§ 14-3501 *et seq.*, and
 11 Consumer Protection Act, Md. Code Ann. Com. Law §§ 13-101 *et seq.*; and (22) Violation of the
 12 Washington Data Breach Act, Wash. Rev. Code §§ 19.255.005 *et seq.*

13 Defendant denies the material allegations of the Consolidated Class Action Complaint and
 14 denies that Plaintiffs and Settlement Class Members are entitled to any of the relief they seek.
 15 Additionally, Defendant denies that the Plaintiffs and the Settlement Class Members that they
 16 purport to represent have suffered any damages.

17 On October 1 and 2, 2024, counsel for the Parties met with a mediator, retired U.S. District
 18 Judge for the Northern District of Illinois, Hon. Wayne R. Andersen, to discuss a potential
 19 settlement of the Action. Those discussions did not result in a mediated resolution. On May 13,
 20 2025, counsel for the Parties met with another mediator, retired U.S. Magistrate Judge for the
 21 Central District of California, Hon. Jay C. Gandhi, to discuss a potential settlement of the Action.
 22 Both before and during those discussions, the Parties exchanged information about the size of the
 23 putative class, the relief to which Settlement Class Members may be entitled if Plaintiffs prevailed
 24 at trial or on appeal, the benefits provided in this Stipulation, and the Parties' positions on the merits
 25 of Plaintiffs' claims. The mediated arm's-length discussions, and subsequent guidance provided by
 26 the Court after oral argument on October 23, 2025 and November 25, 2025, culminated in the
 27 settlement embodied in this Stipulation (the "Settlement").
 28

II. TERMS AND AGREEMENT OF SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Plaintiffs, on behalf of themselves and the Settlement Class Members and Kaiser Foundation Health Plan, Inc., by and through their respective counsel, as follows:

A. Definitions.

1. As used in this Stipulation, the following terms have the meanings specified below:

1.1 “Affiliated Entities” means any representatives, trustees, predecessors, successors, assigns, affiliates, subrogors, subrogees, assignees, assignors, subsidiaries, agents, employees, servants, officers, directors, and attorneys of Defendant.

1.2 “Authorized Claimant” means a Settlement Class Member who submits a Claim to the Settlement Administrator that is approved by the Court for payment from the Net Settlement Fund.

1.3 “Claim” means a paper claim submitted on a Proof of Claim Form or an electronic claim that is submitted to the Settlement Administrator.

1.4 “Claim Form” or “Proof of Claim Form” means the form, substantially in the form attached as **Exhibit F** to this Stipulation, which a Claimant must complete and submit should that Claimant seek to share in a distribution of the Net Settlement Fund.

1.5 “Claimant” means a person or entity who or which submits a Claim to the Settlement Administrator seeking to be eligible to share in the proceeds of the Net Settlement Fund.

1.6 “Class Counsel” means (a) Kessler Topaz Meltzer & Check LLP; and (b) Carella, Byrne, Cecchi, Brody, & Agnello, P.C.

1.7 “Effective Date,” or the date upon which the Settlement embodied in this Stipulation becomes effective, means the date on which the Final Order and Judgment Approving Settlement, substantially in the form of **Exhibit C** to this Stipulation, becomes final as a matter of law and non-appealable (*i.e.*, 30 days from entry of the Order).

1.8 “Long Form Notice of Proposed Settlement” or “Long Form Notice” means the Notice of Proposed Settlement of Class Action and Fairness Hearing, substantially in the form attached hereto as **Exhibit B**, to be posted on the Settlement Website.

1.9 “May 2024 Notice List” means the confidential list of current and former Kaiser Permanente members who were notified in May 2024 pursuant to 45 CFR §§ 164.400-414, including their names and contact information used to provide individualized notice (email address and mailing address where email address is not known).

1.10 “Members Who Have Chosen To Arbitrate” means (1) the seventeen (17) current and former Kaiser Permanente members identified in Appendix A represented by one or more of the Potter Handy, LLP (“Potter Handy”), Milberg Coleman Bryson Phillips Grossman, LLC (“Milberg”), and Bryson Harris Suci & DeMay, PLLC (“Bryson”) law firms; and (2) the four (4) current and former Kaiser Permanente members identified in Appendix B represented by the Shay Legal, APC and Swigart Law Group, APC law firms.

1.11 “Net Settlement Fund” means the portion of the Settlement Amount (plus interest) remaining after the deduction of Court-ordered payments for attorneys’ fees and costs (if any), any Court-awarded Service Awards, the Settlement Administrator’s expenses and fees, and any taxes.

1.12 “Person” means an individual, corporation, partnership, limited partnership, association, joint stock company, estate, legal representative, trust, unincorporated organization, and any other type of legal entity, and their spouses, heirs, successors, predecessors, representatives, or assigns.

1.13 “Preliminary Approval Order” means the order to be entered by the Court, substantially in the form attached hereto as **Exhibit A**, *inter alia*, preliminarily approving the terms and conditions of this Stipulation, scheduling a Fairness Hearing concerning the final approval of the Settlement, and directing that notice of the proposed Settlement and Fairness Hearing be provided to the Settlement Class.

1.14 “Released Claims” and “Released Parties’ Claims” means any and all claims, causes of action, suits, arbitration claims or demands, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses, and attorneys’ fees of any nature whatsoever, whether based on any law (including federal law, state law common law, contract, rule or regulation) or equity, whether known or unknown, suspected or

1 unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated
2 or unliquidated, punitive or compensatory, monetary or nonmonetary, that have been pled
3 in the Action or that could have been pled in the Action, that arise out of or relate to the
4 causes of actions, allegations, practices, or conduct at issue in the Consolidated Class Action
5 Complaint, including but not limited to use of third-party code on the Kaiser Permanente
6 websites and mobile applications as described in paragraphs 4 through 23 and 82 through
7 428 of the Consolidated Class Action Complaint and access of the unauthenticated and
8 authenticated pages of the Kaiser Permanente websites or mobile applications. “Released
9 Claims” and “Released Parties’ Claims” do not include any claims relating to the
10 enforcement of the Settlement or any claims of the individuals who submit timely and valid
11 requests for exclusion from the Settlement Class in accordance with the terms set forth in
12 the Long Form Notice.

13 1.15 “Released Parties” means Kaiser Foundation Health Plan, Inc., Kaiser Foundation
14 Hospitals, The Permanente Medical Group, Inc., the Southern California Permanente
15 Medical Group, a partnership, Kaiser Permanente Insurance Company, a California
16 corporation, Kaiser Foundation Health Plan of the Northwest, an Oregon corporation,
17 Kaiser Foundation Health Plan of Washington, a Washington corporation, Kaiser
18 Foundation Health Plan of Georgia, Inc., a Georgia corporation, Kaiser Foundation Health
19 Plan of the Mid-Atlantic States, Inc., a Maryland corporation, Kaiser Foundation Health
20 Plan of Colorado, a Colorado corporation, Kaiser Foundation Health Plan of Ohio, an Ohio
21 corporation, Colorado Permanente Medical Group, The Southeast Permanente Medical
22 Group, Hawaii Permanente Medical Group, Mid-Atlantic Permanente Medical Group,
23 Northwest Permanente Medical Group, Washington Permanente Medical Group, Kaiser
24 Permanente Medical Foundation, and any affiliate of Kaiser Foundation Health Plan or
25 Kaiser Foundation Hospitals or of any Permanente Medical Group), and all of their
26 representatives, trustees, predecessors, successors, assigns, affiliates, subrogors, subrogees,
27 assignees, assignors, subsidiaries, agents, employees, servants, officers, directors, and
28 attorneys.

1.16 “Settlement Administrator” means the entity appointed by the Court to perform the Settlement administration duties described in this Stipulation. In the motion for preliminary approval, Plaintiffs and Class Counsel shall propose a Settlement Administrator subject to Kaiser Foundation Health Plan, Inc.’s approval which shall not be unreasonably withheld and the Court’s final approval.

1.17 “Settlement Amount” means forty-six million dollars (\$46,000,000.00) to be funded by the Kaiser Foundation Health Plan, Inc. and maintained in an escrow account at The Huntington National Bank for purposes of making payments pursuant to and effectuating this Stipulation. The Settlement Amount may be increased, but in no event will it exceed forty-seven million and five hundred thousand dollars (\$47,500,000.00), depending on certain conditions of the confidential Supplemental Agreement. Any increase to the Settlement Amount will be presented to the Court prior to the Fairness Hearing. The Parties agree that once the Settlement Amount is transferred to the escrow account it shall be considered a “Qualified Settlement Fund” under Section 468B of the Internal Revenue Code of 1986, as amended, and Treas. Reg. § 1.468B-1, 26 C.F.R. §§ 1.468B-1 *et seq.*, and will be administered by Class Counsel or a designated Escrow Agent as such. The Parties agree to cooperate with one another to the extent reasonably necessary to carry out the provisions of this section.

1.18 “Settlement Class” means any and all Kaiser members² in the Kaiser Operating States³, subject to the exclusions below, who accessed the authenticated pages of the Kaiser Permanente websites or mobile applications listed below from November 2017 to May 2024:

Websites

² “Kaiser members” (also referred to in this Stipulation as “Kaiser Permanente members”) means current and former enrollees of the Kaiser Foundation Health Plan or any of its affiliates. Consolidated Class Action Complaint, ECF No. 271 ¶ 72.

³ “Kaiser Operating States” (also referred to in this Stipulation as Kaiser Permanente Operating States) means California, Colorado, Georgia, Hawaii, Maryland, Oregon, Virginia, Washington, and the District of Columbia. Consolidated Class Action Complaint, ECF No. 271 ¶ 72.

	https://wa-member.kaiserpermanente.org https://healthy.kaiserpermanente.org https://mydoctor.kaiserpermanente.org
Mobile Applications	
	Kaiser Permanente Washington App Kaiser Permanente App My Doctor Online (NCAL Only) App My KP Meds App KP Health Ally App

1.19 Expressly excluded from the Settlement Class are: (1) the Judges presiding over the Action, Class Counsel, Sutter Counsel, and immediate members of their families; (2) Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which Defendant or its parents have a controlling interest, and their current or former officers and directors; (3) Persons who properly execute and submit a request for exclusion prior to the Opt-Out Deadline; (4) the successors or assigns of any such excluded Persons; and (5) Kaiser Permanente Members Who Have Chosen To Arbitrate as defined in Section 1.10.

1.20 “Settlement Class Member” means a Person who is a member of the Settlement Class except that a member of the Settlement Class shall cease to be a Settlement Class Member if that Person submits a valid request for exclusion in the manner set forth in Paragraph 2.6 or is otherwise excluded from the Settlement Class by order of the Court.

1.21 “Settlement Website” means the website established by the Settlement Administrator to provide Settlement Class Members with information and documents relating to the Settlement. The Parties will work with the Settlement Administrator to develop the Settlement Website in a form agreeable to the Parties.

1.22 “Short Form Notice of Proposed Settlement” or “Short Form Notice” means the Short Notice of Proposed Settlement of Class Action and Fairness Hearing, substantially in the

form attached hereto as **Exhibit E**, which will be emailed or mailed (in postcard form) to Settlement Class Members.

1.23 “Sutter Counsel” means (a) Law Offices of Robert Mackey; and (b) Migliaccio & Rathod LLP.

1.24 “Unknown Claims” means any and all Released Claims that any Plaintiff or Settlement Class Member does not know or suspect to exist in his or her favor as of the Effective Date and which, if known by him or her, might have affected his or her decision(s) with respect to the Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date, Plaintiffs and Settlement Class Members shall have waived any and all provisions, rights, and benefits conferred under California Civil Code § 1542 or by any law of any state of the United States, or principle of common law or otherwise, which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

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

The Parties and Settlement Class Members by operation of law shall be deemed to have acknowledged that the inclusion of “Unknown Claims” in the definition of Released Claims was separately bargained for and was a key element of the Stipulation.

B. Operative Terms of Settlement.

2.1 The Parties will work cooperatively in filing and submitting all appropriate motions and proposed orders with the Court in order to obtain preliminary and final approval of the Settlement, including a Plan of Allocation that provides for the calculation, allocation, and distribution of the Net Settlement Fund.

2.2 Plaintiffs will retain the Settlement Administrator appointed by the Court. The Settlement Administrator will sign Exhibit A to the Protective Order in the Action (ECF No. 106, Ex. A (Acknowledgment and Agreement to be Bound)), adhere to the Protective Order to fulfill

its obligations to effectuate this Stipulation, and comply at all times with its obligations under a Business Associate Agreement (“BAA”) under HIPAA between the Settlement Administrator and Defendant Kaiser Foundation Health Plan, Inc. The Settlement Administrator shall be authorized to employ anti-fraud protections and measures as appropriate to ensure that Authorized Claimants receive the Net Settlement Fund.

2.3 Within fifteen (15) days after the Preliminary Approval Order is entered by the Court, Kaiser Foundation Health Plan Inc. will, if and only if the Court orders it to do so and as authorized by 45 C.F.R. § 164.512(e)(i), provide the Settlement Administrator with the May 2024 Notice List, including the last known email address for all Settlement Class Members on the May 2024 Notice List, for the sole purpose of effectuating notice of the Settlement to Settlement Class Members on behalf of Class Counsel, which information shall be designated “Highly Confidential – Attorney’s Eyes Only” pursuant to the Protective Order entered in the Action (ECF No. 106 ¶ 2.8) and subject to a BAA under HIPAA between the Settlement Administrator and Defendant Kaiser Foundation Health Plan, Inc. Class Counsel shall not receive, review, or otherwise access the May 2024 Notice List or any reproduction thereof. Class Counsel explicitly acknowledges that the May 2024 Notice List will be provided to the Settlement Administrator only pursuant to Court order, so that Class Counsel may direct the Settlement Administrator to provide notice by email to Settlement Class Members as the primary method of notice and as the most efficient and cost-effective manner for the Class, reducing administrative costs which will leave more of the Net Settlement Amount available for distribution to the Settlement Class.

2.4 Within thirty (30) days thereafter, Class Counsel will direct the Settlement Administrator, pursuant to this Stipulation and the Preliminary Approval Order, to cause the Settlement Class Members listed on the May 2024 Notice List to be notified by either (i) an email sent to each Person’s last known email address containing language substantially similar to that included in the Short Form Notice of Proposed Settlement attached as **Exhibit E**, or (ii) mailing the Short Form Notice of Proposed Settlement by first-class U.S. mail to each Person’s last known mailing address, or (iii) providing the Short Form Notice of Proposed

Settlement using another method that satisfies Rule 23 of the Federal Rules of Civil Procedure. To the extent a Short Form Notice of Proposed Settlement sent by U.S. mail is returned because the addressee is no longer found at the address to which the notice was sent (or for any other reason), or if an email is returned as undeliverable, the Settlement Administrator will use reasonable best efforts to obtain correct current addresses and thereafter re-send the Short Form Notice of Proposed Settlement by first-class U.S. mail or email, as applicable. No later than 10 days from the mailing date, the Settlement Administrator shall provide an affidavit of mailing to Class Counsel.

2.5 At such time as Class Counsel cause the Short Form Notice of Proposed Settlement to be provided as required under Paragraph 2.4 above, the Settlement Administrator shall also create the Settlement Website which shall contain: (i) the Long Form Notice, (ii) the Stipulation, (iii) motions in support of the Settlement and fee applications (after such motions are filed with the Court), (iv) Settlement deadlines, and (v) where other Settlement information can be found. The Long Form Notice of Proposed Settlement will also summarize the Plan of Allocation (attached hereto as **Exhibit G**) and shall be substantially in the form attached hereto as **Exhibit B**.

2.6 For a Settlement Class Member to be excluded from the Settlement Class, the Settlement Class Member must personally request exclusion by sending a complete request for exclusion (including the Settlement Class Member's full name, mailing address, telephone number, email address, and Unique ID as provided by the Settlement Administrator), signed with a wet ink signature or DocuSigned (or similar electronic signature equivalent),⁴ to the Settlement Administrator at the address described in the Long Form Notice of Proposed Settlement, and which must be received by the Settlement Administrator no later than forty five (45) days after the Short Form Notice of Proposed Settlement is mailed or otherwise provided ("Opt-Out Deadline"). The request for exclusion must include the statement "I

⁴ An attorney's signature, or a typed signature, is not sufficient. Exclusion letters must be signed by the Settlement Class Member personally, and not a lawyer or anyone else acting on their behalf. "Mass" or "class" opt outs made on behalf of multiple persons or classes of persons will be deemed invalid.

wish to exclude myself from the Settlement Class and do not wish to participate in the settlement in *Doe, et al. v. Kaiser Foundation Health Plan, Inc., et al.*, Case No. 3:23-cv-02865-EMC,” or substantially similar clear and unambiguous language.

2.7 With regard to any Settlement Class Member who submits a timely and valid request for exclusion, that Settlement Class Member shall be excluded from the Settlement Class, shall not be a Settlement Class Member, shall not be bound by the terms of the Settlement or any orders or judgments in the Action, and shall not be entitled to participate in the Settlement. If a Settlement Class Member does not submit a timely and valid request for exclusion, the Settlement Class Member will be part of the Settlement Class and shall be entitled to participate in the Settlement and shall have an opportunity to object to any aspect of the Settlement.

2.8 Kaiser Foundation Health Plan shall have the unilateral right to terminate the Settlement in the event that the number of current or former members of Kaiser Permanente meet the conditions set forth in the Parties’ confidential supplemental agreement (“Supplemental Agreement”) and are excluded from the Settlement Class, in accordance with the terms of that agreement. The Supplemental Agreement, which is being executed concurrently herewith, shall be submitted to the Court *in camera* and its terms shall not be disclosed in any other manner (other than the statements herein and in the Long Form Notice, to the extent necessary, or as otherwise provided in the Supplemental Agreement) unless the Court otherwise directs or a dispute arises between Class Counsel and Kaiser Foundation Health Plan concerning its interpretation or application, in which event the Parties shall request that the Court afford it confidential treatment.

2.9 For purposes of determining the extent, if any, to which a Settlement Class Member shall be entitled to be treated as an Authorized Claimant, the following conditions shall apply:

- a. Each Claimant shall be required to submit a Claim in paper form, substantially in the form attached hereto as **Exhibit F** or in electronic form, in accordance with the instructions for the submission of such Claims;

1 b. All Claims must be submitted by the date set by the Court in the Preliminary
2 Approval Order and specified in the notices. Any Settlement Class Member who
3 fails to submit a Claim by such date shall be forever barred from receiving any
4 distribution from the Net Settlement Fund pursuant to this Stipulation (unless by
5 Order of the Court such Settlement Class Member's Claim is accepted), but shall in
6 all other respects be bound by all of the terms of this Stipulation and the Settlement,
7 and the Releases provided for herein. Provided that it is mailed by the claim-
8 submission deadline, a Claim Form shall be deemed to be submitted when
9 postmarked, if received with a postmark indicated on the envelope and if mailed by
10 first-class mail and addressed in accordance with the instructions thereon. In all
11 other cases, the Claim Form shall be deemed to have been submitted on the date
12 when actually received by the Settlement Administrator;

13 c. Each Claim, in order to be deemed valid, must include the Unique ID as provided
14 by the Settlement Administrator on the Short Form Notice;

15 d. Each Claim shall be submitted to and reviewed by the Settlement Administrator
16 who shall determine in accordance with this Stipulation and the Plan of Allocation
17 the extent, if any, to which each Claim shall be allowed, subject to review by the
18 Court pursuant to subparagraph (f) below as necessary;

19 e. Claims that do not meet the submission requirements may be rejected. Prior to
20 rejecting a Claim, the Settlement Administrator shall communicate with the
21 Claimant in writing, to give the Claimant the chance to remedy any curable
22 deficiencies in the Claim submitted. The Settlement Administrator shall notify, in a
23 timely fashion and in writing, all Claimants whose Claim the Settlement
24 Administrator proposes to reject, setting forth the reasons therefor, and shall indicate
25 in such notice that the Claimant whose Claim is to be rejected has the right to a
26 review by the Court if the Claimant so desires and complies with the requirements
27 of subparagraph (f) below; and
28

1 f. If any Claimant whose Claim has been rejected desires to contest such rejection,
2 the Claimant must, within twenty (20) days after the date of mailing of the notice
3 required in subparagraph (e) above or a lesser time period if the Claim was untimely,
4 serve upon the Settlement Administrator a notice and statement of reasons indicating
5 the Claimant's grounds for contesting the rejection along with any supporting
6 documentation, and requesting a review thereof by the Court. If a dispute concerning
7 a Claim cannot be otherwise resolved, Class Counsel shall thereafter present the
8 request for review to the Court.

9 2.10 Except as necessary to implement the terms of the Settlement and any Court orders, Class
10 Counsel and the Settlement Administrator will keep confidential all personally identifiable
11 information of the Settlement Class Members and comply with the Protective Order entered
12 in the Action (ECF No. 106), which includes information that can be used on its own or
13 combined with other information to identify, contact, or locate an individual, or to identify
14 an individual in context. In addition, the Settlement Administrator will enter into a BAA
15 under HIPAA with Defendant Kaiser Foundation Health Plan, Inc. before it may receive
16 access from Kaiser Permanente to Protected Health Information ("PHI") as defined in the
17 HIPAA regulations and such access shall occur only pursuant to a Court order.

18 2.11 Within fifteen (15) days after the Court's entry of the Preliminary Approval Order, the
19 Kaiser Foundation Health Plan will pay the Settlement Amount of forty-six million dollars
20 (\$46,000,000.00) into the Qualified Settlement Fund account administered by Class
21 Counsel.

22 2.12 The Net Settlement Fund shall be distributed to the Settlement Class in accordance with the
23 Plan of Allocation, **Exhibit G**.

24 2.13 Class Counsel may file a motion for an award of attorneys' fees and costs, and service
25 awards to each named Plaintiff up to \$5,000 ("Service Award") to be paid from the
26 Settlement Amount. Nothing in this Stipulation or Settlement shall be construed to prohibit
27 the Kaiser Foundation Health Plan from opposing a request for an award of attorneys' fees
28 and costs, regardless of the percentage amount Class Counsel seek. Any court order that

1 reduces the award of attorneys' fees or expenses, or Service Awards, on appeal or otherwise
2 shall not provide a basis to terminate the Settlement.

3 2.14 Any attorneys' fees and expenses awarded by the Court shall be paid to Class Counsel
4 within ten (10) calendar days of the Court's order granting such relief, notwithstanding the
5 existence of any timely-filed objections thereto, or potential for appeal therefrom, or
6 collateral attack on the Settlement or any part thereof, subject to Class Counsel's joint and
7 several obligation to make appropriate refunds or repayments to the escrow account plus
8 interest earned thereon, if, and when, as a result of any appeal and/or further proceedings
9 on remand, or successful collateral attack, the fee or expense award is lowered or the
10 Settlement disapproved by a final order not subject to further review. Any attorneys' fees
11 or expenses awarded by the Court shall be paid from the escrow account for the Qualified
12 Settlement Fund.

13 2.15 Class Counsel may allocate such fees to Plaintiffs' counsel subject to each Plaintiffs'
14 counsel's (including their respective partners, shareholders and/or firms) joint and several
15 obligation to repay those amounts to the Qualified Settlement Fund plus accrued interest
16 earned on such fees and expenses, if and when, whether as a result of any appeal and/or
17 further proceedings on remand, or successful collateral attack or otherwise, the fee or
18 expense award is reduced or reversed or return of the Qualified Settlement Fund is required.
19 In such event, Plaintiffs' counsel shall refund to the Qualified Settlement Fund the fee and
20 expense award paid to them, along with interest, as described above, in an amount consistent
21 with such reversal or modification. Furthermore, all Plaintiffs' counsel (including their
22 respective partners, shareholders and/or firms) agree that they remain subject to the
23 continuing jurisdiction of the Court for the purpose of enforcing their obligation to repay
24 required attorneys' fees and expenses to the Qualified Settlement Fund as provided in this
25 paragraph.

26 2.16 It is understood that the Settlement Administrator, under Class Counsel's supervision shall,
27 subject to Court approval, be solely responsible for allocating the Net Settlement Fund
28 among Settlement Class Members. Kaiser Foundation Health Plan shall have no liability or

responsibility for any Plan of Allocation of the Net Settlement Fund or for any payments, fees, or costs under the Settlement aside from funding the Settlement Amount. Such allocation shall not affect the finality of the Settlement. Under no circumstances shall Defendant be required to pay any amounts in furtherance of this Stipulation and its administration other than the funding of the Settlement Amount.

2.17 Class Counsel will direct the Settlement Administrator to, *inter alia*, administer the Settlement and make payments to the Settlement Class Members pursuant to this Stipulation, the Plan of Allocation, the Preliminary Approval Order, and the Order of Final Approval of Settlement. Residual Settlement payments (if any) shall be distributed to the approved cy pres recipient(s) pursuant to the Plan of Allocation, which recipients the Parties will work in good faith to select mutually and if the Parties are not able to agree they will nominate recipients to Court.

2.18 Defendant shall play no role in, and will have no liability for, the administration of the Settlement or determining the sufficiency of Claims or the amount of Claims under the Settlement.

2.19 Any remaining expenses, beyond those deducted pursuant to Paragraph 2.24, related to the administration of the Settlement and fees of the Settlement Administrator, are to be paid from the Qualified Settlement Fund prior to distribution of any monies to Settlement Class Members.

2.20 The Settlement Administrator will maintain a complete and accurate record of all payments made to Settlement Class Members, which shall be subject to examination by Class Counsel and Kaiser Foundation Health Plan's counsel on reasonable notice.

2.21 Kaiser Foundation Health Plan agrees not to challenge any claims for payments from the Net Settlement Fund to Settlement Class Members, or any determinations made by the Settlement Administrator; however, nothing in this Stipulation shall limit or otherwise affect the liability of the Settlement Administrator or any other party for fraud.

2.22 With the sole exception of Defendant's obligation to secure payment of the Settlement Amount into the Escrow Account as provided for in Paragraph 2.11 above and the

Supplemental Agreement, Defendant and Defendant's counsel shall have no responsibility for, interest in, or liability whatsoever with respect to: (i) any act, omission, or determination by Class Counsel or the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment, or distribution of the Settlement Amount; (iii) the Plan of Allocation; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Amount; (v) any loss suffered by, or fluctuation in value of, the Qualified Settlement Fund; or (vi) the payment or withholding of any Taxes, expenses, and/or costs incurred in connection with the taxation of the Qualified Settlement Fund, distributions, or other payments from the Escrow Account, or the filing of any federal, state, or local returns.

2.23 No person or entity shall have any claim against Plaintiffs, Plaintiffs' Counsel, the Settlement Administrator, or any other agent designated by Class Counsel, or Releasees and/or their respective counsel, arising from distributions made substantially in accordance with this Stipulation, the plan of allocation approved by the Court, or any order of the Court. Plaintiffs and Defendant, and their respective counsel, and all other Releasees shall have no liability whatsoever for the investment or distribution of the Settlement Amount or the Net Settlement Fund, the plan of allocation, or the determination, administration, calculation, or payment of any claim or nonperformance of the Settlement Administrator, the payment or withholding of taxes (including interest and penalties) owed by the Qualified Settlement Fund, or any losses incurred in connection therewith.

2.24 This Settlement is not a claims-made settlement. If the Settlement does not become final, the Settlement Amount (plus accrued interest), less the cost of administration paid or incurred and less any taxes paid or due on interest earned, shall be promptly returned to the Kaiser Foundation Health Plan. No Settlement Class Member shall have any claim against Class Counsel, Sutter Counsel, the Settlement Administrator, Defendant's counsel, Defendant or its Affiliated Entities, or any Released Parties based upon any distribution

1 made substantially in accordance with this Stipulation, the Plan of Allocation, or further
2 orders of the Court.

3 2.25 Upon the Effective Date, Plaintiffs and all Settlement Class Members, and their respective
4 current and former employees, attorneys, heirs, executors, administrators, agents, legal
5 representatives, conservators, professional corporations, partnerships, assigns, successors,
6 and, with respect to minors, parents and guardians, will fully, finally, and forever release,
7 relinquish, and discharge Defendant and Released Parties from, and shall forever be
8 enjoined from prosecution of Defendant, its Affiliated Entities, and the Released Parties for,
9 any and all Released Claims. The Plaintiffs agree that they will not seek any further
10 compensation, consideration, or relief of any kind in connection with the Action, or any and
11 all Released Claims. For avoidance of doubt, following the Effective Date, Defendant and
12 the other Released Parties shall not have any further payment obligation related to the
13 Action or the Released Claims.

14 2.26 Upon the Effective Date, Defendant and the other Released Parties shall be deemed by
15 operation of law to have fully, finally, and forever released, relinquished, waived,
16 discharged, and dismissed any and all Released Parties' Claims, as defined in Paragraph
17 II.A of this Stipulation, against Plaintiffs and all Settlement Class Members, and their
18 respective current and former employees, attorneys, heirs, executors, administrators, agents,
19 legal representatives, conservators, professional corporations, partnerships, assigns,
20 successors, and, with respect to minors, parents and guardians.

21 2.27 Plaintiffs and Class Counsel shall not publicly disparage, defame, or criticize Defendant, its
22 Affiliated Entities, or the Released Parties with respect to the Released Claims; nor shall
23 Plaintiffs or Class Counsel publicly disparage, defame, or criticize Defendant's counsel for
24 their conduct in the Action; nor shall Plaintiffs or Class Counsel encourage any other Person
25 to do so. Additionally, Defendant, its managing agents, and Defendant's counsel shall not
26 publicly disparage, defame, nor criticize Plaintiffs or Settlement Class Members with
27 respect to the Released Claims; nor shall Defendant, its managing agents, or Defendant's
28 counsel publicly disparage, defame, or criticize Class Counsel for their conduct in the

Action. Statements of the Parties or their counsel that they are pleased that the matter has been resolved shall not constitute disparagement in violation of this paragraph, nor shall any reference to publicly available filings in this Action. Nor shall this provision be read, in any way, to preclude Class Counsel or counsel for Defendant from representing clients in, and pursuing, future litigation related to the subject matter of this Action, including by making allegations or statements in court filings relating to the subject matter of this Action.

2.28 Any change in law arising after the date of this filing will not be relied upon by any Party as a basis for refusing to carry out the terms of this Stipulation.

2.29 Attached as **Exhibit D** to this Stipulation are forms of notice under the Class Action Fairness Act of 2005, 28 U.S.C. § 1715 (“CAFA Notices”). Kaiser Foundation Health Plan shall mail the CAFA Notices within ten (10) days after this Stipulation is filed with the Court. Kaiser Foundation Health Plan is solely responsible for the costs of the CAFA notice and administering the CAFA notice. At least forty-five (45) days before the Fairness Hearing, Defendant shall cause to be served on Class Counsel and filed with the Court proof, by affidavit or declaration, regarding compliance with CAFA § 1715(b). The Parties agree that any delay by Defendant in timely serving the CAFA notice will not provide grounds for delay of the Fairness Hearing or entry of the Final Order and Judgment Approving Settlement.

C. The Preliminary Approval Order.

3. After execution of this Stipulation, the Parties shall request the Court to enter the Preliminary Approval Order, substantially in the form of **Exhibit A** to this Stipulation, providing for, *inter alia*, preliminary approval of, notice of, and hearing on the proposed Settlement (“Fairness Hearing”). The Fairness Hearing shall occur at a date and time designated by the Court, but no sooner than one hundred (100) days after the Preliminary Approval Order is entered by the Court (to account for the CAFA Notices described in Paragraph 2.29 above). The Preliminary Approval Order shall, *inter alia*, specifically include provisions that:

- 1 3.1 Preliminarily approve the Settlement as set forth in this Stipulation, subject to further
2 hearing and determination under Rule 23(e);
- 3 3.2 Approve the Long Form Notice of Proposed Settlement and Short Form Notice of Proposed
4 Settlement substantially in the forms of **Exhibits B and E** hereto;
- 5 3.3 Appoint the Settlement Administrator;
- 6 3.4 Order Kaiser Foundation Health Plan to provide to the Settlement Administrator with the
7 May 2024 Notice List for the sole purpose of providing notice of the Settlement to the
8 Settlement Class on behalf of Class Counsel, recognizing that the May 2024 Notice List
9 will contain Kaiser Permanente member email addresses and U.S. mailing addresses and
10 reference the fact that a Settlement Class Member is or was a Kaiser Permanente member,
11 and that the May 2024 Notice List be designated Highly Confidential under the Protective
12 Order entered in this Action;
- 13 3.5 Order Class Counsel to issue the Short Form Notice of Proposed Settlement to the
14 individuals listed on the May 2024 Notice List via email, U.S. first-class mail (if an email
15 address is not provided) or another method of notice that satisfies Rule 23;
- 16 3.6 Find that the method of providing the Long Form Notice of Proposed Settlement and Short
17 Form Notice of Proposed Settlement pursuant to this Stipulation constitutes the best notice
18 practicable under the circumstances, and that the notices fully satisfy the requirements of
19 due process and the Federal Rules of Civil Procedure;
- 20 3.7 Schedule the Fairness Hearing to be held by the Court to determine whether the Stipulation
21 and Plan of Allocation should be finally approved as fair, reasonable, and adequate, and
22 whether an Order finally approving the Stipulation and the Plan of Allocation should be
23 entered;
- 24 3.8 Provide that no objection to the Stipulation shall be heard and no papers submitted in
25 support of said objection shall be received and considered by the Court at the Fairness
26 Hearing unless the objection and reasons therefor, along with copies of any supporting
27 papers, are filed with the Clerk of the Court within forty-five (45) days of the mailing or
28 providing of the Short Form Notice of Proposed Settlement;

1 (a) Any written objection must contain the following:

2 (1) The name and case number of this lawsuit, *Doe, et al. v. Kaiser*
3 *Foundation Health Plan, Inc., et al.*, Case No. 3:23-cv-02865-EMC;

4 (2) The objector's/commenter's full name, mailing address, and email
5 address or telephone number, and Unique ID as provided by the Settlement
6 Administrator;

7 (3) An explanation of why the commenter or objector believes he or she
8 or they are a Settlement Class Member;

9 (4) As to an objection, a statement whether the objection applies only to
10 the objector, or to a specific subset of the Settlement Class, or to the entire
11 Settlement Class;

12 (5) All reasons for the objection or comment, stated with specificity;

13 (6) A statement identifying the number of class action settlements the
14 objector has objected to or commented on in the last five years;

15 (7) Whether the objector or commenter intends to personally appear
16 and/or testify at the Fairness Hearing;

17 (8) The name and contact information of any and all attorneys
18 representing, advising, or assisting the commenter or objector, including any
19 attorney who may be entitled to compensation for any reason related to the
20 objection or comment;

21 (9) For each attorney representing, advising, or assisting the objector, a
22 statement identifying every objection the attorney has filed to any other class
23 action settlements in the last five years;

24 (10) Whether any attorney will appear on the objector's or commenter's
25 behalf at the Fairness Hearing, and if so the name and law firm of that
26 attorney;

27 (11) Copies of any exhibits the objector intends to submit into evidence
28 at the Fairness Hearing;

(12) The identity of any persons whom the objector or any attorney appearing on the objector's behalf wishes to call to testify at the Fairness Hearing; and

(13) The objector's handwritten or electronically imaged written (*e.g.*, "DocuSign") signature. An attorney's signature, or a typed signature, is not sufficient.

3.9 Provide that the Fairness Hearing may be continued from time to time by Order of the Court if necessary, and without further written notice to the Settlement Class.

D. Order of Final Approval of Settlement.

4. Upon approval by the Court of the Settlement embodied in this Stipulation, a Final Order and Judgment Approving Settlement shall be entered by the Court, substantially in the form of **Exhibit C** hereto, which shall, *inter alia*:

4.1 Finally approve the Settlement set forth in this Stipulation;

4.2 Adjudge that the Settlement is fair, reasonable, and adequate to the Settlement Class;

4.3 Dismiss the Action against Defendant with prejudice;

4.4 Adjudge that Plaintiffs and all Settlement Class Members shall be deemed conclusively to have released any and all Released Claims against Defendant, its Affiliated Entities, and the Released Parties;

4.5 Bar and permanently enjoin Plaintiffs and all Settlement Class Members from prosecuting any and all Released Claims against Defendant, its Affiliated Entities, and the Released Parties;

4.6 Reserve exclusive jurisdiction, without affecting the finality of the Final Order and Judgment Approving Settlement entered, with regard to:

(a) Implementation of this Stipulation and the Final Order and Judgment Approving Settlement;

(b) Disposition of the Settlement Amount; and

(c) Enforcement and administration of this Stipulation and the Final Order and Judgment Approving Settlement, including the release provisions thereof.

1 4.7 Find that notice to the appropriate state and federal officials has been provided as required
2 by CAFA and that Defendant has satisfied its obligations pursuant to 28 U.S.C. § 1715.

3 **E. Effect of Disapproval, Cancellation, or Termination.**

4 5.1 If the conditions of Settlement set forth in this Stipulation are not satisfied, if the Court does
5 not enter the Preliminary Approval Order substantially provided for in this Section C, ¶¶3.1-
6 3.6, of this Stipulation, or enter the Final Order and Judgment Approving Settlement as
7 substantially provided for in this Section D, ¶¶ 4.1-4.7, of this Stipulation, if Kaiser
8 Foundation Health Plan exercises its unilateral right to terminate the Settlement under the
9 conditions set forth in the Supplemental Agreement, if the Court enters the Final Order and
10 Judgment Approving Settlement and appellate review is sought and on such review such
11 Order is materially modified or reversed, and/or if one or more of the material terms of the
12 Stipulation is not approved or the Final Order and Judgment Approving Settlement with
13 respect to one or more of such terms is materially modified or reversed, then (a) the
14 Settlement shall not be effective or enforceable, except to the extent costs of notice and
15 administration have been incurred and/or expended or taxes have been paid pursuant to
16 Paragraph 2.17 above of this Stipulation; (b) the Parties shall revert to their litigation
17 positions immediately prior to the execution of the Term Sheet at the May 13, 2025
18 mediation; (c) the voluntary dismissals of Kaiser Foundation Hospital and Kaiser
19 Foundation Health Plan of Washington shall become null and void, and Defendant, along
20 with any Released Party shall waive any defense in this Action arising from such dismissals;
21 and (d) the facts and terms of this Settlement shall not be admissible in this Action or
22 otherwise.

23 5.2 No ruling by the Court denying in whole or in part the requests by Plaintiffs and Class
24 Counsel for an award of attorneys' fees, costs, expenses, and Service Awards to the named
25 Plaintiffs will be grounds for cancellation or termination of the Settlement or the Stipulation,
26 notwithstanding any language in this Stipulation to the contrary.

F. Miscellaneous Provisions.

6.1 Plaintiffs and Kaiser Foundation Health Plan represent and warrant that they have not assigned or transferred to any person not a Party to this Settlement any released matter or any part or portion thereof and that no other releases or settlements are necessary from any other Person or entity to release and discharge each other as specified above. Plaintiffs and Kaiser Foundation Health Plan further represent and warrant that they have been represented by, and have consulted with, the counsel of their choice regarding the provisions, obligations, rights, risks, and legal effects of this Stipulation and have been given the opportunity to independently review this Stipulation with such legal counsel and agree to the particular language of the provisions herein.

6.2 The Parties agree to cooperate to the extent necessary to effectuate all terms and conditions of this Stipulation and the Plan of Allocation. If any disputes arise regarding the finalization of the Settlement, the Parties shall submit the dispute to Hon. Jay C. Gandhi (Ret.) of JAMS for mediation.

6.3 Plaintiffs and Class Counsel agree that they will use the Settlement Class Member information for Settlement purposes only, *i.e.*, effectuating, supporting, and carrying out the terms of the Settlement, and will comply with the Protective Order entered in the Action (ECF No. 106), and shall not access in any format whatsoever the May 2024 Notice List.

6.4 The Parties and their counsel shall not engage in any conduct intended or designed to have the Settlement not approved, nor otherwise attempt to (a) influence members of the Settlement Class to opt out of the Settlement, or (b) solicit members of the Settlement Class to pursue what would otherwise be a Released Claim outside of the Action.

6.5 All exhibits attached hereto are hereby incorporated by reference as though fully set forth herein.

6.6 This Stipulation may be amended or modified only by written instrument signed by authorized representatives of all Parties or their successors in interest. Class Counsel and Defendant's counsel may agree to modify the Short Form Notice, the Long Form Notice,

1 or Claim Form with non-material edits without being considered a modification or
2 amendment of this Stipulation.

3 6.7 This Stipulation and the exhibits attached hereto constitute the entire agreement between
4 Settlement Class Members, Class Counsel, Kaiser Foundation Health Plan, and Kaiser
5 Foundation Health Plan's counsel. This Stipulation supersedes any prior agreements or
6 understandings, whether written or oral, between and among the Parties regarding this
7 Action or this Stipulation. Any representation, promise, or agreement not specifically
8 included in this Stipulation or the confidential Supplemental Agreement shall not be binding
9 upon or enforceable against any Party. This is a fully integrated agreement. This Stipulation
10 shall not be modified in any respect except by a writing executed by Class Counsel and
11 Kaiser Foundation Health Plan.

12 6.8 Each Party represents that (i) such Party has full legal right, power, and authority to enter
13 into and perform this Stipulation, subject to Court approval; (ii) the execution and delivery
14 of this Stipulation by such Party and the consummation by such Party of the transactions
15 contemplated by this Stipulation have been duly authorized by such Party; (iii) this
16 Stipulation constitutes a valid, binding, and enforceable agreement; and (iv) no consent or
17 approval of any Person or entity is necessary for such Party to enter into this Stipulation.

18 6.9 This Stipulation shall be binding upon, and inure to the benefit of, the successors and assigns
19 of the Parties hereto.

20 6.10 All of the terms of this Stipulation shall be governed by and interpreted according to the
21 laws of the State of California, without reference to its conflict of law provisions, except to
22 the extent the federal law of the United States requires that federal law governs, in which
23 case federal law as construed by the Ninth Circuit Court of Appeals shall control.

24 6.11 The Parties acknowledge and agree that the Court will retain jurisdiction over the Parties,
25 the Action, and the Settlement for purposes of enforcing the terms of this Stipulation and
26 the Final Order and Judgment Approving Settlement.

6.12 To the extent that any of the exhibits to this Stipulation are inconsistent with any of the terms of this Stipulation, there shall be a presumption that any such inconsistencies are resolved in favor of the terms of the Stipulation.

6.13 Except as expressly provided for in this Stipulation, each Party will bear its own costs and fees.

6.14 All agreements made and orders entered during the course of the Action relating to the confidentiality of information will survive the performance and/or termination of this Stipulation.

6.15 Neither this Stipulation nor any document referred to herein nor any action taken to carry out this Stipulation is or may be construed as either a finding by the Court or an admission by Defendant of any fault, wrongdoing, or liability whatsoever. There has been no final determination by any court as to the merits of the claims asserted by Settlement Class Members against Defendant.

6.16 The headings used herein are only for ease of reference, and do not modify the terms set forth in the numbered paragraphs and Sections of this Stipulation.

6.17 This Stipulation may be executed in one or more counterparts. All executed counterparts, taken together, shall constitute a single, enforceable instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Stipulation to be executed by their duly authorized attorneys, as of the day and year first set forth above.

Dated: December 1, 2025

Respectfully submitted,

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Exhibit Summary

Exhibit A	[Proposed] Order Preliminarily Approving Settlement and Approving Notice of Proposed Settlement of Class Action and Fairness Hearing
Exhibit B	Long Form Notice of Proposed Settlement of Class Action and Fairness Hearing
Exhibit C	[Proposed] Final Order and Judgment Approving Settlement and Dismissing the Action with Prejudice
Exhibit D	Notice of Proposed Class Action Settlement Under 28 U.S.C. § 1715

1	Exhibit E	Short Form Notice of Proposed Class Action Settlement and Fairness Hearing
2	Exhibit F	Claim Form
3	Exhibit G	Plan of Allocation

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