

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA**

MICHAEL ERAZO, MIGUEL OCHOA,
JAMIE MCDOLE, ALVARO GALVIS, ROSE
BECKER, KARLINA CHAVEZ, and
ELIZABETH MONTOYA, on behalf of
themselves and all others similarly situated,

Plaintiffs,
vs.

THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA,

Defendant.

Lead Case No. RG21097796
Consolidated and Related to: Case Nos.
RG21107152, RG21107777

**CLASS ACTION SETTLEMENT
AGREEMENT AND RELEASE**

Action Filed: April 27, 2021
Department: 21
Judge: Hon. Somnath Raj Chatterjee

1 This Settlement Agreement and Release dated May 29, 2025, is made and entered into by
2 and among the Settlement Class Representatives Miguel Ochoa, Jamie McDole, Alvaro Galvis,
3 Rose Becker, Karlina Chavez, and Elizabeth Montoya, individually and on behalf of the Settlement
4 Class, and The Regents of the University of California (“UC Regents” or “Defendant,” and
5 together with the Settlement Class Representatives, the “Parties”). This Agreement is intended by
6 the Parties to fully, finally, and forever resolve, discharge, and settle all of Plaintiffs’ Released
7 Claims, as defined below, upon and subject to the terms and conditions hereof, and subject to the
8 Court’s approval.

9 I. BACKGROUND

10 **WHEREAS**, Settlement Class Representatives allege that between mid-December 2020
11 and January 2021, the University of California Office of the President’s (“UCOP”) instance of a
12 file transfer application (“FTA”) licensed from Accellion, Inc. was compromised by hackers who
13 exfiltrated information belonging to current and former UC students and employees, and
14 information provided by students who participated in the 2020 University of California
15 Undergraduate Experience Survey (“UCUES”).

16 **WHEREAS**, Settlement Class Representatives allege that on March 29, 2021, hackers
17 began publishing screenshots of personal data they obtained from the Data Breach. Settlement
18 Class Representatives further allege that beginning on March 29, 2021, UC community members
19 began receiving emails that threatened to publish the recipient’s personal information.

20 **WHEREAS**, Settlement Class Representatives allege that UC Regents first disclosed the
21 Data Breach on March 31, 2021, providing certain information about the breach and encouraging
22 members of the UC community to take steps to protect their personal information, such as placing
23 a fraud alert or a security freeze.

24 **WHEREAS**, on April 2, 2021, UC Regents provided an additional disclosure, stating that
25 “Accellion was the target of an international cyber attack where the perpetrators exploited a
26 vulnerability in Accellion’s program and attacked roughly 100 organizations. The attackers have
27 published stolen information on the Internet in an attempt to get money from organizations and
28 individuals.”

1 **WHEREAS**, on April 5, 2021 and April 8, 2021, UC Regents provided additional
2 disclosures about the breach, stating: “At this time, we believe the stolen information includes but
3 is not limited to names, addresses, telephone numbers, birth dates, Social Security numbers and
4 bank account information for a range of UC populations, including employees and their
5 dependents and beneficiaries, retirees and their beneficiaries, students and their families, and
6 potentially other individuals with connections to UC.”

7 **WHEREAS**, UC Regents then issued a “Substitute Notice of Breach” on May 10, 2021
8 and updated it on July 1, 2021, identifying in that Notice the categories of information that may
9 have been impacted in the breach. UC Regents stated that “impacted information may include full
10 names, addresses, telephone numbers, Social Security numbers, driver’s license information,
11 passport information, financial information including bank routing and account numbers, health
12 and related benefit information, disability information and birthdates, as well as other personal
13 information provided to UC. Information provided by students who participated in the 2020
14 University of California Undergraduate Experience Survey (UCUES) was also impacted and
15 posted to the internet by the threat actor.” In addition, “[f]or individuals that submitted applications
16 for admission to the 2020-21 school year, their responses to questions in their application were
17 impacted, [and f]or individuals that started or submitted applications for the 2021-22 school year,
18 their name, email address and phone number were impacted.”

19 **WHEREAS**, three related class actions arising from the Data Breach were brought against
20 UC Regents. Plaintiffs Michael Erazo, Miguel Ochoa, and Jamie McDole filed the first action on
21 April 27, 2021, and the other two related actions were filed in July and August, 2021. On
22 September 10, 2021, Plaintiffs Erazo, Ochoa, McDole, Fields, Galvis, Becker, and Goldfield filed
23 a stipulation and proposed order seeking to consolidate the related actions and appoint Girard
24 Sharp LLP as Interim Lead Counsel and Wolf Haldenstein Adler Freeman & Herz LLP, and
25 Morgan & Morgan as executive committee members. The Court entered the stipulated proposed
26 order on September 23, 2021, consolidating the related actions under the first-filed action.

27 **WHEREAS**, on October 7, 2021, Plaintiffs Erazo, Ochoa, McDole, Fields, Galvis, Becker,
28 Goldfield, and Chavez filed a Consolidated Class Action Complaint in the Action.

1 **WHEREAS**, Plaintiffs Ochoa, McDole, Galvis, Becker, Chavez, and Montoya filed a
2 Fourth Amended Complaint on February 5, 2025, on behalf of a Class of “all individuals whose
3 information was in UCOP’s electronic information systems and was compromised as a result of
4 the 2020-21 breach of UCOP’s instance of Accellion’s FTA” and on behalf of a CMIA Subclass
5 of “California residents whose responses to the 2020 University of California Undergraduate
6 Experience Survey (UCUES) or alleged medical records were in UCOP’s electronic information
7 systems and were compromised as a result of the 2020-21 breach of UCOP’s instance of
8 Accellion’s FTA.” Plaintiffs alleged the UC Regents (i) violated the California Confidentiality of
9 Medical Information Act, Civ. Code § 56 *et seq.*; (ii) violated the Information Practices Act, Civ.
10 Code § 1798.1 *et seq.*; (iii) were negligent; and (iv) committed an invasion of privacy.

11 **WHEREAS**, on October 1, 2024, the Parties reached a settlement in principle.

12 **WHEREAS**, on October 14, 2024, the Court stayed the case to allow the Parties time to
13 finalize the scope and terms of the settlement and move for preliminary and final approval of the
14 settlement.

15 **WHEREAS**, the UC Regents does not admit any liability or wrongdoing of any kind
16 associated with the allegations or claims asserted in this Action. Nothing in this Settlement
17 Agreement or any action that the UC Regents takes under it shall be deemed or construed as an
18 admission of liability or wrongdoing of any kind on the part of the UC Regents with respect to any
19 allegations or claims, nor does it constitute an admission that any putative class meets the
20 requirements for class certification. It is specifically understood and agreed that the benefits
21 provided in this Settlement Agreement are being paid or provided in full and final settlement of all
22 Released Claims and that such payment and the providing of sufficient benefits does not constitute
23 and shall not be construed as any admission or evidence of fault or liability on the part of the
24 Released Parties, and shall not be admissible in any proceeding as evidence of fault, liability, or
25 wrongdoing. The UC Regents has asserted defenses it believes to be meritorious and expressly
26 denies that it was at fault and further denies that it is liable to Plaintiffs or the Settlement Class for
27 any amounts.
28

II. SETTLEMENT CLASS REPRESENTATIVES' CLAIMS AND BENEFITS OF THE SETTLEMENT

WHEREAS, Settlement Class Representatives and Settlement Class Counsel have conducted a thorough examination of the law and facts relating to the matters at issue in the Action regarding Settlement Class Representatives' claims and the Defendant's potential defenses, including conducting significant discovery, as well as an assessment of the merits of Settlement Class Representatives' expected arguments in a motion for class certification.

WHEREAS, based on an analysis of the facts and the law applicable to Settlement Class Representatives' claims in the Action, and taking into account the delay, burden, and expense of continued litigation, including the risks and uncertainties associated with class certification, a protracted trial and appeal(s), as well as a fair, cost-effective, and assured method of resolving the claims of the Settlement Class, Settlement Class Representatives and Settlement Class Counsel believe that resolution is an appropriate and reasonable means of ensuring that the Settlement Class is afforded important benefits and protections as expediently as possible. Settlement Class Representatives and Settlement Class Counsel have also taken into account the uncertain outcome and the risk of further litigation, as well as the difficulties and delays inherent in such litigation.

WHEREAS, Settlement Class Representatives and Settlement Class Counsel believe that the terms set forth in this Agreement confer substantial benefits upon the Settlement Class and are in the best interests of the Class.

WHEREAS, UC Regents denies all liability for Plaintiffs' claims and denies any and all alleged wrongdoing on the part of the UC Regents with respect to any allegation or claims asserted in this Action, but has similarly concluded that this Agreement is desirable in order to avoid the time, risk, and expense of defending protracted litigation and to resolve finally and completely the claims of Settlement Class Representatives and the Settlement Class.

III. FOR SETTLEMENT PURPOSES ONLY

WHEREAS, this Agreement, whether or not consummated, and any actions or proceedings taken pursuant to this Agreement, are for settlement purposes only and UC Regents specifically denies any and all wrongdoing. The existence of, terms in, and any action taken under or in

1 connection with this Agreement shall not constitute, be construed as, or be admissible in evidence
2 as any admission by UC Regents of (i) the validity of any claim, defense or fact asserted in the
3 Action or any other pending or future action or (ii) any wrongdoing, fault, violation of law, or
4 liability of any kind on the part of the Parties.

5 IV. TERMS OF SETTLEMENT

6 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among
7 Settlement Class Representatives, individually and on behalf of the Settlement Class, and
8 Defendant that, subject to Court approval, the Action and Plaintiffs' Released Claims shall be
9 finally and fully compromised, settled, and released, and an Order of Final Approval and Judgment
10 shall be entered subject to the following terms and conditions of this Settlement Agreement, which
11 shall supersede any other agreement among the Parties.

12 A. Definitions

13 As used herein, in addition to any definitions set forth elsewhere in this Agreement, the
14 following terms shall have the meanings set forth below:

15 1. "**Action**" refers to the consolidated class action captioned *Erazo, et al. v. The Regents*
16 *of University of California*, Lead Case No. RG21097796, now pending before the Court.

17 2. "**Administrative Expenses**" means all of the expenses incurred in the administration of
18 this Settlement, including, without limitation, all Notice Expenses, locating Settlement Class
19 Members, determining the eligibility of any person to be a Settlement Class Member, administering
20 and processing Settlement Class Member claims and Claim Forms, and administering, calculating,
21 and distributing the Net Settlement Fund to Settlement Class Members. Administrative Expenses
22 also include all reasonable third-party fees and expenses incurred by the Settlement Administrator
23 in administering the terms of this Agreement.

24 3. "**Agreement**," "**Settlement Agreement**," and/or "**Settlement**" mean this Class Action
25 Settlement Agreement and Release (including all exhibits and attachments hereto).

26 4. "**Approved Claim**" means a claim as evidenced by a Claim Form submitted by a
27 Settlement Class Member that (a) is timely and submitted in accordance with the directions on the
28 Claim Form and the terms of this Agreement; (b) is physically signed or electronically verified by

the Settlement Class Member; (c) satisfies the conditions of eligibility for a Settlement Payment as set forth herein; and (d) has been approved by the Settlement Administrator.

5. “***Claimant***” means a Settlement Class Member who submits a Claim Form for a Settlement Payment.

6. “***Claim Form***” means the form attached hereto as **Exhibit 1**, as approved by the Court. The Claim Form must be submitted physically (*via* U.S. Mail) or electronically (*via* the Settlement Website) by each Settlement Class Member who wishes to file a claim for his or her share of the Settlement Benefits pursuant to the terms and conditions of this Agreement. The Claim Form shall be available for download from the Settlement Website. The Settlement Administrator shall mail a Claim Form, in hardcopy form, to any Settlement Class Member who so requests.

7. “***Claims Deadline***” means the date by which all Claim Forms must be received to be considered timely and shall be set as the date eighty-five (85) days after the Notice Date. The Claims Deadline shall be clearly set forth in the Long Form Notice, the Summary Notice, the Claim Form, and the Court’s order granting Preliminary Approval.

8. “***Claims Period***” means the period of time during which Settlement Class Members may submit Claim Forms to receive a share of the Settlement Benefits and shall commence on the Notice Date and shall end eighty-five (85) days thereafter on the Claims Deadline.

9. “***Complaint***” means the Fourth Amended Consolidated Class Action Complaint filed in the Action on February 5, 2025.

10. “***Court***” means the Superior Court of the State of California, County of Alameda, the Honorable Somnath Raj Chatterjee (or any judge sitting in his stead or to whom the Action may be transferred) presiding.

11. “***Data Breach***” refers to the data breach that is the subject of the Action, announced by UC Regents on or around March 31, 2021, whereby unauthorized parties exfiltrated information belonging to current and former UC students and employees and information provided by students who participated in the 2020 University of California Undergraduate Experience Survey (UCUES) that was stored on UC Regents’ instance of a file transfer application (“FTA”) licensed from Accellion, Inc.

12. “**Defendant**” and “**UC Regents**” each refers to The Regents of The University of California.

13. “**Defendant’s Counsel**” means attorneys Aravind Swaminathan, Jacob M. Heath, and Betty Kim of Orrick, Herrington & Sutcliffe LLP on behalf of UC Regents.

14. “**Documented Time**” refers to time actually spent by a Settlement Class Member supported by Reasonable Documentation for attempting to remedy or remedying issues fairly traceable to the Data Breach (including time spent addressing any identity fraud, theft, fraud, bank fees, card cancellations, credit card fees, late fees, declined payment fees, overdraft fees, returned check fees, customer service fees, card cancellation or replacement fees, credit-related costs related to purchasing credit reports, credit monitoring or identity theft protection, placing a freeze or alert on credit reports, and replacing a driver’s license, state identification card, or Social Security number) incurred on or after December 24, 2020.

15. “**Effective Date**” means one business day following the latest of: (i) the date upon which the time expires for filing or noticing any appeal of the Order of Final Approval and Judgment; (ii) if there is an appeal or appeals, the date of completion, in a manner that finally affirms and leaves in place the Order of Final Approval and Judgment without any material modification, of all proceedings arising out of the appeal(s) (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal(s) following decisions on remand); or (iii) the date of final dismissal of any appeal or the final dismissal of any proceeding on certiorari with respect to the Order of Final Approval and Judgment.

16. “**Fee Award and Costs**” means the amount of attorneys’ fees and reimbursement of Litigation Costs awarded by the Court to Settlement Class Counsel.

17. “**Final Fairness Hearing**” means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement Agreement pursuant to California Rule of Court, Rule 3.769 and whether to issue the Order of Final Approval and Judgment. The Parties shall request that the Court schedule the Final Fairness Hearing for a date that complies with the provisions of California Rule of Court Rule 3.769 and 28 U.S.C. §1715(d).

1 18. “***Fraud/Out-of-Pocket Costs***” means out-of-pocket costs or expenditures supported by
2 Reasonable Documentation that a Settlement Class Member actually incurred, including, but not
3 limited to, unreimbursed losses and consequential expenses (including, but not limited to, late fees,
4 declined payment fees, overdraft fees, returned check fees, customer service fees, card cancellation
5 or replacement fees, credit-related costs related to purchasing credit reports, credit monitoring or
6 identity theft protection, costs to place a freeze or alert on credit reports, costs to replace a driver’s
7 license, state identification card, or Social Security number) that are related to any unauthorized
8 identity theft or fraud fairly traceable to the Data Breach and incurred on or after December 24,
9 2020.

10 19. “***FTA***” means the file transfer application licensed by Accellion, Inc. to UCOP.

11 20. “***Litigation Costs***” means costs and expenses incurred by Plaintiffs’ Counsel in
12 connection with commencing, prosecuting, and settling the Action.

13 21. “***Long Form Notice***” means the long form notice of settlement, substantially in the form
14 attached hereto as **Exhibit 2**.

15 22. “***Net Settlement Fund***” means the amount of funds that remain in the Settlement Fund
16 after funds are paid from or allocated for payment from the Settlement Fund for the following: (i)
17 reasonable Administrative Expenses incurred pursuant to this Settlement Agreement, (ii) Taxes,
18 (iii) any Service Awards approved by the Court, and (iv) any Fee Award and Costs approved by
19 the Court.

20 23. “***Non-Profit Residual Recipient***” means EPIC, a 26 U.S.C. § 501(c)(3) non-profit
21 organization.

22 24. “***Notice Date***” means the date upon which the Settlement Class Notice has been sent to
23 the Settlement Class, which shall be within thirty (30) days of the Settlement Administrator
24 receiving the Settlement Class List from Defendant.

25 25. “***Notice Expenses***” means all reasonable costs and expenses expended in the execution
26 of the Notice Plan, including (i) all costs and expenses incurred in connection with preparing,
27 printing, mailing, disseminating, hosting on the Internet, and publishing the Settlement Class
28

Notice, identifying members of the Settlement Class, and informing them of the Settlement, and (ii) any other reasonable and necessary related expenses.

26. “**Notice Plan**” means the plan described in this Agreement for disseminating Notice to the Settlement Class Members of the terms of this Agreement and the Final Fairness Hearing.

27. “**Objection Deadline**” means the date by which Settlement Class Members must file or postmark all required copies of any written objections, pursuant to the terms and conditions herein, to this Settlement Agreement and to any application and/or motion for (i) the Fee Award and Costs, and/or (ii) the Service Awards, which date shall be eighty-five (85) days following the Notice Date. The deadline for submitting an objection will be clearly set forth in the Notice.

28. “**Opt-Out Period**” means the period in which a Settlement Class Member may submit a Request for Exclusion, pursuant to the terms and conditions herein, which shall expire eighty-five (85) days following the Notice Date. The deadline for submitting a Request for Exclusion will be clearly set forth in the Settlement Class Notice.

29. “**Order of Final Approval and Judgment**” means an order and judgment that the Court enters after the Final Fairness Hearing, which finally approves the Settlement Agreement, substantially in the form of the Parties’ agreed-upon proposed Order of Final Approval and Judgment, which is attached hereto as **Exhibit 3**. Consistent with California Rules of Court, Rule 3.769(h), the proposed Order of Final Approval and Judgment includes a provision for the retention of the Court’s jurisdiction over the Parties and the Settlement to enforce the terms of the Order of Final Approval and Judgment and will not result in the entry of an order dismissing the action at the same time as, or after, entry of judgment.

30. “**Participating Settlement Class Member**” means a Settlement Class Member who receives a Statutory Payment and/or submits a valid Claim approved by the Settlement Administrator.

31. “**Parties**” means, collectively, the Settlement Class Representatives and UC Regents.

32. “**Person**” means any individual, corporation, trust, partnership, limited liability company or other legal entity and their respective predecessors, successors or assigns.

33. “**Plaintiffs**” includes Michael Erazo, Miguel Ochoa, Jamie McDole, Alvaro Galvis,

Rose Becker, Arielle Fields, Steven Goldfield, Karlina Chavez, and Elizabeth Montoya.¹

34. “***Plaintiffs’ Counsel***” means Settlement Class Counsel and those law firms appointed to the executive committee by the Court on September 23, 2021: Girard Sharp LLP, Wolf Haldenstein Adler Freeman & Herz LLP, Morgan & Morgan Complex Litigation Group, and Zimmerman Reed LLP.

35. “***Preliminary Approval Order***” means the Court’s Order preliminarily approving the Settlement and providing for Notice, substantially in the form attached as **Exhibit 4** hereto.

36. “***Reasonable Documentation***” means documentation supporting a claim for Fraud/Out-of-Pocket Costs or Documented Time, including, but not limited to, credit card statements, bank statements, invoices, telephone records, and receipts. Fraud/Out-of-Pocket Costs or Documented Time cannot be documented solely by a personal certification, declaration, or affidavit from the Claimant; a Settlement Class Member must provide reasonable supporting documentation.

37. “***Released Claims***” means all claims or causes of action, including causes of action in law, claims in equity, complaints, suits or petitions, and allegations of wrongdoing, demands for legal, equitable or administrative relief (including, but not limited to, claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, compensatory damages, consequential damages, penalties, exemplary damages, breach of contract, breach of the duty to settle or indemnify, breach of the covenant of good faith and fair dealing, punitive damages, attorneys’ fees, costs, interest, expenses, or other potential claim), regardless of whether the claims or causes of action are based on federal, state, or local law, statute, ordinance, regulation, contract, common law, or another source, relating to or arising out of the claims in the Complaint that the Releasing Parties had or have (including, but not limited to, assigned claims) that have been or reasonably could have been asserted in the Action or in another action or

¹ On October 29, 2021, in response to the Parties’ Stipulated *Ex Parte* Application, the Court ordered the voluntary dismissal of Michael Erazo’s individual claims and dismissed him from this action without prejudice. On July 16, 2024, the Court granted the Parties’ Stipulated *Ex Parte* Application to dismiss Arielle Fields from the action without prejudice. On August 23, 2024, the Court granted the Parties’ Stipulated *Ex Parte* Application to dismiss Steven Goldfield from the action without prejudice.

1 proceeding before any court, arbitrator(s), tribunal or administrative body (including but not limited
2 to any state, local or federal regulatory body) against the Released Parties based on the same set of
3 operative facts as alleged in the Complaint.

4 38. “**Released Parties**” includes UC Regents and its predecessors, successors, assigns,
5 parents, subsidiaries, divisions, affiliates, departments, and any and all of their past, present, and
6 future owners, officers, directors, employees, investors, owners, stockholders, partners, servants,
7 agents, successors, attorneys, representatives, insurers, reinsurers, retrocessionaires, subrogees, and
8 assigns of any of the foregoing. Each of the Released Parties may be referred to individually as a
9 “Released Party.”

10 39. “**Releasing Parties**” means Plaintiffs, each Person in the Settlement Class who does not
11 submit a valid and timely Request for Exclusion, including those submitting or not submitting a
12 claim for a Settlement Benefit, and each of their respective agents, administrators, executors,
13 devisees, predecessors, successors, assignees, representatives of any kind, shareholders, partners,
14 directors, employees or affiliates. Each of the Releasing Parties may be referred to individually as
15 a “Releasing Party.”

16 40. “**Request for Exclusion**” is the written communication by or on behalf of a Settlement
17 Class Member in which he or she requests to be excluded from the Settlement Class.

18 41. “**Service Awards**” means the amount of remuneration to be paid to the Settlement Class
19 Representatives in recognition of their efforts on behalf of the Settlement Class, in an amount to be
20 ordered by the Court, as set forth in Section IV.K.

21 42. “**Settlement Administrator**” means the qualified third-party administrator and agent
22 agreed to by the Parties and approved and appointed by the Court in the Preliminary Approval
23 Order to administer the Settlement, including providing the Notice. The Parties agree to recommend
24 that the Court appoint CPT Group, Inc. as Settlement Administrator to consult on and implement
25 the Notice and related requirements of this Agreement, including the Settlement Website, the
26 submission and review of Claim Forms, and distribution of Settlement Benefits, subject to the
27 Court’s approval. CPT Group, Inc. will provide a declaration to be filed with the motion for
28 preliminary approval, which identifies its qualifications and experience to serve as the Settlement

Administrator in this case, as well as the procedures it has in place to protect the security of the class data and that it has adequate insurance.

43. “**Settlement Benefits**” means the total value of benefits Participating Settlement Class Members receive pursuant to this Agreement.

44. “**Settlement Class**” means and includes the approximately 353,265 persons whose information was in UCOP’s electronic information systems and was compromised as a result of the 2020-21 breach of UCOP’s instance of Accellion’s FTA. Excluded from the Settlement Class are (1) the Judge(s) presiding over the Action, and members of their families; (2) the Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant has a controlling interest and its current or former officers and directors; (3) the successors or assigns of any such excluded Persons; and (4) individuals who settled with the Defendant any and all claims relating to the FTA Data Breach, including Mark Clark.

45. “**Settlement Class Counsel**” means attorney Simon S. Grille of Girard Sharp LLP.

46. “**Settlement Class List**” means the list generated by Defendant containing the last known name, mailing, and/or email address for all persons that fall under the definition of the Settlement Class, which Defendant will provide to the Settlement Administrator within fifteen (15) days of the Preliminary Approval Order. The Settlement Class List will be updated by the Settlement Administrator prior to the Notice Date by use of the National Change of Address Registry.

47. “**Settlement Class Member**” or “**Class Member**” means a Person who falls within the definition of the Settlement Class.

48. “**Settlement Class Notice**” or “**Notice**” means the form of Court-approved notice of this Agreement that is disseminated to the Settlement Class. The Settlement Class Notice shall consist of the Summary Notice and the Long Form Notice.

49. “**Settlement Class Representatives**” mean Miguel Ochoa, Jamie McDole, Alvaro Galvis, Rose Becker, Karlina Chavez, and Elizabeth Montoya.

50. “**Settlement Amount**” means the sum of five-million and eight-hundred-thousand dollars and no cents (\$5,800,000.00) as specified in Paragraphs IV.D. of this Agreement,

1 including any interest accrued thereon after payment. The Settlement Amount represents the all-
2 inclusive, total settlement value and the total extent of the UC Regents' monetary obligations under
3 this Agreement.

4 51. "**Settlement Fund**" means an account to be established and administered by the
5 Settlement Administrator at a financial institution approved by Settlement Class Counsel and
6 Defendant, which shall be maintained as a qualified settlement fund pursuant to Treasury
7 Regulation § 1.468 B-1, *et seq.*

8 52. "**Settlement Payment**" means any payment to be made to any Participating Settlement
9 Class Member on an Approved Claim pursuant to Section IV.E. of this Agreement.

10 53. "**Settlement Website**" means the Internet website, with the following URL address, to
11 be created, launched, and maintained by the Settlement Administrator, which shall allow for the
12 electronic submission of Claim Forms and Requests for Exclusion, and provide access to relevant
13 case documents including the Settlement Class Notice, information about the submission of Claim
14 Forms, and other relevant documents: www.Regents-AccellionDataBreachSettlement.com.

15 54. "**Statutory Payment**" refers to the \$150.00 payment available to each Settlement Class
16 Member who has been identified as having a potential claim under the California Confidentiality
17 of Medical Information Act, Cal. Civ. Code § 56, *et seq.* and who does not submit a timely Request
18 for Exclusion.

19 55. "**Summary Notice**" means the summary notice of the proposed Settlement herein,
20 substantially in the form attached hereto as **Exhibit 5** (Postcard) **Exhibit 6** (Postcard CMIA),
21 **Exhibit 7** (Email) and **Exhibit 8** (Email CMIA).

22 56. "**Taxes**" means (i) any and all applicable taxes, duties, and similar charges imposed by
23 a government authority (including any estimated taxes, interest or penalties, excluding any taxes
24 associated with attorneys' fees or reimbursement of Litigation Costs) arising in any jurisdiction, if
25 any, with respect to the income or gains earned by or in respect of the Settlement Fund, including,
26 without limitation, any taxes that may be imposed upon Defendant or its counsel with respect to
27 any income or gains earned by or in respect of the Settlement Fund for any period while it is held
28 in the Settlement Fund; (ii) any other taxes, duties and similar charges imposed by a government

1 authority (including any estimated taxes, interest or penalties) relating to the Settlement Fund that
2 the Settlement Administrator determines are or will become due and owing, if any; and (iii) any
3 and all expenses, liabilities and costs incurred in connection with the taxation of the Settlement
4 Fund (including without limitation, expenses of tax attorneys and accountants).

5 **B. Required Events and Cooperation by Parties**

6 57. Preliminary Approval. Settlement Class Counsel will submit this Agreement to the
7 Court and will move the Court to enter the Preliminary Approval Order, substantially in the form
8 attached as **Exhibit 4**.

9 58. Cooperation in Effecting Settlement. The Parties, their successors and assigns, and their
10 attorneys, shall, in good faith, cooperate, assist, and undertake all reasonable actions and steps in
11 order to accomplish all requirements of this Agreement on the schedule set by the Court, subject to
12 the terms of this Agreement.

13 59. Certification of the Settlement Class. For purposes of this Settlement only, Settlement
14 Class Representatives and Defendant stipulate to the certification of the Settlement Class, which is
15 contingent upon the Court entering the Order of Final Approval and Judgment of this Settlement
16 and the occurrence of the Effective Date. Should (1) the Settlement not receive final approval from
17 the Court, or (2) the Effective Date not occur, the certification of the Settlement Class shall be void.
18 Defendant reserves the right to contest class certification for all other purposes. Settlement Class
19 Representatives and Defendant further stipulate to designate the Settlement Class Representatives
20 as the representatives for the Settlement Class.

21 60. Final Approval. Settlement Class Counsel shall move the Court for an Order of Final
22 Approval and Judgment of this Settlement within fifty (50) days after the Notice Date; provided,
23 however, that the Final Fairness Hearing is scheduled no less than one- hundred twenty (120) days
24 after the Notice Date. Settlement Class Counsel will file a reply brief in support of the motion for
25 final approval within one hundred (100) days after the Notice Date. The reply brief will include a
26 declaration from the Settlement Administrator that provides information concerning the number of
27 Claims and Requests for Exclusion submitted, and the number of objections filed.

28 **C. Releases**

1 61. The Release by Releasing Parties. Upon the Effective Date, and in consideration of the
2 Settlement Benefits described herein, each Releasing Party shall be deemed to have released,
3 acquitted, and forever discharged Defendant and each of the Released Parties from any and all
4 Released Claims. Further, each Settlement Class Representative expressly waives all rights under
5 California Civil Code Section 1542, and also any and all rights conferred by any law of any state,
6 province, or territory of the United States which is similar, comparable or equivalent to California
7 Civil Code Section 1542, which provides:

8
9 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
10 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
11 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
12 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
13 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR
14 OR RELEASED PARTY.

15 62. Exclusive Remedy. This Agreement shall be the sole and exclusive remedy of the
16 Releasing Parties against any of the Released Parties relating to any and all Released Claims. Upon
17 the entry of the Order of Final Approval and Judgment, each and every Releasing Party shall be
18 permanently barred and enjoined from initiating, asserting and/or prosecuting any Released
19 Claim(s) against any of the Released Parties in any court, arbitration, tribunal, forum or proceeding.

20 63. Release by Defendant. Defendant for itself and on behalf of its agents, heirs, executors,
21 administrators, representatives, successors and assigns, and anyone who claims or may claim by
22 and/or through any of the foregoing and/or in their stead, hereby fully and forever releases, remises,
23 quit-claims and fully and forever discharges Plaintiffs, Plaintiffs' Counsel, and each of their agents,
24 partners, staff, parents, subsidiaries, divisions, predecessors, successors, assigns, related
25 partnerships or entities, and each of their present or former partners, accountants, owners, trustees,
26 insurers, attorneys, agents, representatives and contractors ("Plaintiff Released Parties"), from any
27 and all claims that could have been raised in or as a result of the Action. Defendant's release
28 extends to any and all such claims, be they cast as demands, damages, accounts, debts, liens, suits,
actions and rights or causes of action, and includes, but is not limited to, claims for attorneys' fees
or accountants' fees against the Plaintiff Released Parties, that could have been raised in or as a
result of the Action.

1 64. Jurisdiction of the Court. The Parties agree that the Court shall retain exclusive and
2 continuing jurisdiction over the above-captioned Action, the Parties, Settlement Class Members,
3 and the Settlement Administrator in order to interpret and enforce the terms, conditions, and
4 obligations of this Agreement.

5 **D. Settlement Fund**

6 65. Deposits. A payment of five million and eight hundred thousand dollars and no cents
7 (\$5,800,000.00) shall be paid into the Settlement Fund as follows: (i) Defendant shall direct five
8 hundred thousand dollars and no cents (\$500,000.00) to be paid into the Settlement Fund within
9 thirty-five (35) days after the Court enters the Preliminary Approval Order to cover reasonable
10 costs associated with the Notice Plan and any other Administrative Expenses incurred prior to entry
11 of the Order of Final Approval and Judgment; and (ii) Defendant shall direct an additional five-
12 million, three- hundred-thousand dollars and no cents (\$5,300,000.00) to be paid into the Settlement
13 Fund within thirty (30) days after the Effective Date. For the avoidance of doubt, and for purposes
14 of this Settlement Agreement only, Defendant's and the Released Parties' liability shall not exceed
15 five million and eight hundred thousand dollars and no cents (\$5,800,000.00).

16 66. Custody of Settlement Fund. The Settlement Fund shall be deemed to be in the custody
17 of the Court and shall remain subject to the jurisdiction of the Court until such time as the entirety
18 of the Settlement Fund is distributed pursuant to this Settlement Agreement or returned to
19 Defendant in the event this Settlement Agreement is voided, terminated or cancelled.

20 67. In the event this Settlement Agreement is voided, terminated, or cancelled for any
21 reason: (i) the Settlement Class Representatives and Settlement Class Counsel shall have no
22 obligation to repay any of the Administrative Expenses that have been paid or incurred in
23 accordance with Section IV.F.; (ii) any amounts remaining in the Settlement Fund after payment
24 of Administrative Expenses paid or incurred in accordance with Section IV.F. of this Agreement,
25 including all interest earned on the Settlement Fund net of any Taxes, shall be returned to the
26 Defendant; and (iii) no other person or entity shall have any further claim whatsoever to such
27 amounts.
28

1 68. Non-Reversionary. This Settlement is a non-reversionary settlement. As of the Effective
2 Date, all rights of Defendant in or to the Settlement Fund shall be extinguished. In the event the
3 Effective Date occurs, no portion of the Settlement Fund shall be returned to Defendant or any
4 Released Party. Any residual funds remaining in the Net Settlement Fund shall be distributed to the
5 Non-Profit Residual Recipient following the pro-rata Settlement Payments described in Paragraph
6 86, below.

7 69. Use of the Settlement Fund. As further described in this Agreement, the Settlement Fund
8 shall be used by the Settlement Administrator to pay for: (i) all Administrative Expenses; (ii) any
9 Taxes; (iii) any Service Awards; (iv) any Fee Award and Costs; (v) any Statutory Payments; (vi)
10 any Fraud/Out-of-Pocket Costs or Documented Time and Pro Rata payments pursuant to the terms
11 and conditions of Paragraph 77 of this Agreement; and (ix) any other Settlement Benefits.

12 70. Financial Account. The Settlement Fund shall be an account established and
13 administered by the Settlement Administrator at a financial institution approved by Settlement
14 Class Counsel and Defendant, and shall be maintained as a qualified settlement fund pursuant to
15 Treasury Regulation § 1.468 B-1, *et seq.*

16 71. Payment/Withdrawal Authorization. No amounts from the Settlement Fund may be
17 withdrawn unless (i) expressly authorized by the Settlement Agreement or (ii) approved by the
18 Court. Settlement Class Counsel may authorize the periodic payment of actual and reasonable
19 Administrative Expenses from the Settlement Fund as such expenses are invoiced without further
20 order of the Court, provided that the total amount of Administrative Expenses must be approved by
21 the Court. The Settlement Administrator shall provide Settlement Class Counsel with notice of any
22 withdrawal or other payment the Settlement Administrator proposes to make from the Settlement
23 Fund before the Effective Date at least seven (7) business days prior to making such withdrawal or
24 payment.

25 72. Payments to Class Members. The Settlement Administrator, subject to such supervision
26 and direction of the Court and/or Settlement Class Counsel as may be necessary or as circumstances
27 may require, shall administer distribution of the Settlement Fund to Participating Settlement Class
28 Members pursuant to this Agreement. The Settlement Administrator is responsible for

1 communicating with Settlement Class Members regarding the distribution of the Settlement Fund
2 and amounts paid under the Settlement. Settlement Class Counsel is unable to offer tax advice
3 concerning any payments provided through the Settlement, and Settlement Class Members should
4 refer to their tax professionals as to how to treat payments for tax purposes.

5 73. Treasury Regulations & Fund Investment. The Parties agree that the Settlement Fund is
6 intended to be maintained as a qualified settlement fund within the meaning of Treasury Regulation
7 § 1.468 B-1, and that the Settlement Administrator, within the meaning of Treasury Regulation
8 § 1.468 B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in
9 respect of the Settlement Fund and paying from the Settlement Fund any Taxes owed with respect
10 to the Settlement Fund. The Parties agree that the Settlement Fund shall be treated as a qualified
11 settlement fund from the earliest date possible and agree to any relation-back election required to
12 treat the Settlement Fund as a qualified settlement fund from the earliest date possible. The
13 Settlement Administrator shall hold the Settlement Fund in an interest-bearing account, and
14 administer the Settlement Fund, subject to the continuing jurisdiction of the Court and from the
15 earliest possible date, as a qualified settlement fund as defined in Treasury Regulation § 1.468B-1,
16 *et seq.* The Settlement Administrator shall provide an accounting of any and all funds in the
17 Settlement Fund, including any interest accrued thereon and payments made pursuant to this
18 Agreement, upon request of any of the Parties.

19 74. Taxes. All Taxes relating to the Settlement Fund shall be paid out of the Settlement
20 Fund and shall be timely paid by the Settlement Administrator without prior order of the Court.
21 Further, the Settlement Fund shall indemnify and hold harmless the Parties and their counsel for
22 Taxes (including, without limitation, taxes payable by reason of any such indemnification
23 payments). The Parties and their respective counsel have made no representation or warranty with
24 respect to the tax treatment by any Settlement Class Representative or any Settlement Class
25 Member of any payment or transfer made pursuant to this Agreement or derived from or made
26 pursuant to the Settlement Fund. Each Class Representative and Settlement Class Member shall be
27 solely responsible for the federal, state, and local tax consequences to him, her, or it of the receipt
28 of funds from the Settlement Fund pursuant to this Agreement.

1 75. Limitation of Liability.

2 a. Defendant and its counsel shall not have any responsibility for or liability
3 whatsoever with respect to (i) any act, omission, or determination of Settlement Class Counsel, the
4 Settlement Administrator, or any of their respective designees or agents, in connection with the
5 administration of the Settlement or otherwise; (ii) the management, investment, or distribution of
6 the Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement
7 Fund; (iv) the determination, administration, calculation, or payment of any claims asserted against
8 the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of, the Settlement Fund;
9 or (vi) the payment or withholding of any Taxes, expenses, and/or costs incurred in connection with
10 the taxation of the Settlement Fund or the filing of any returns. Defendant also shall have no
11 obligation to communicate with Settlement Class Members and others regarding amounts paid
12 under the Settlement.

13 b. The Settlement Class Representatives and Plaintiffs' Counsel shall not have
14 any liability whatsoever with respect to (i) any act, omission, or determination of the Settlement
15 Administrator, or any of its designees or agents, in connection with the administration of the
16 Settlement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund;
17 (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the
18 determination, administration, calculation, or payment of any claims asserted against the Settlement
19 Fund; (v) any losses suffered by, or fluctuations in the value of, the Settlement Fund; or (vi) the
20 payment or withholding of any Taxes, expenses, and/or costs incurred in connection with the
21 taxation of the Settlement Fund or the filing of any returns.

22 **E. Settlement Benefits**

23 76. Statutory Payment. The Parties have identified approximately 8,600 Settlement Class
24 Members who could potentially assert a cause of action under the California Confidentiality of
25 Medical Information Act ("CMIA"), Cal. Civ. Code § 56, *et seq.* ("CMIA Subclass Members").
26 CMIA Subclass Members who submit a claim are automatically eligible to receive a Statutory
27 Payment of \$150. CMIA Subclass Members will receive notice substantially in the form of **Exhibit**
28

6 or Exhibit 8, which will prompt the CMIA Subclass Member to submit a claim, select a payment option, and confirm contact information.

77. Each Participating Settlement Class Member, including Settlement Class Members who receive a Statutory Payment, may qualify for the following:

a. Fraud/Out-of-Pocket Costs or Documented Time Payment. Each Participating Settlement Class Member may submit a claim for up to ten thousand dollars (\$10,000.00) for reimbursement of Fraud/Out-of-Pocket Costs and/or Documented Time (“Fraud/Out-of-Pocket Costs/Time Payment”). To receive a Fraud/Out-of-Pocket Costs/Time Payment, a Settlement Class Member must submit to the Settlement Administrator the following:

- (i) a valid Claim Form electing to receive the Fraud/Out-of-Pocket Costs/Time Payment benefit;
- (ii) an attestation regarding any actual and unreimbursed Fraud/Out-of-Pocket Costs and any Documented Time; and (iii) Reasonable Documentation that demonstrates the Fraud/Out-of-Pocket Costs and/or Documented Time. In addition to the foregoing requirements, claims for Documented Time must demonstrate an expenditure of over five (5) hours of Documented Time. Eligible claims for Documented Time will be paid at the rate of \$30 per hour.

b. Pro Rata Payment. After the Statutory Payments and Fraud/Out-of-Pocket Costs/Time Payments are deducted from the Net Settlement Fund, each Participating Settlement Class Member may receive a payment calculated as a pro rata share of the remaining Net Settlement Fund (“Pro Rata Payments”), regardless of whether that Participating Settlement Class Member is eligible for a Statutory Payment and/or Fraud/Out-of-Pocket Costs/Time Payments.

78. Payment Method. Participating Settlement Class Members residing in the United States will be provided the option to receive any Settlement Payment due to them pursuant to the terms of this Agreement via electronic payment or via physical check sent by U.S. Mail. Participating Settlement Class Members outside of the United States may only receive their payment via electronic payment.

79. Enhanced Cybersecurity. As part of the Settlement, UC Regents agrees to the maintenance and/or implementation of the following enhanced cybersecurity measures for at least two (2) years from the Effective Date:

- a. Confirmation that UC Regents has fully retired its use of Accellion FTA, and migrated to a new, secure file transfer product for all file transfer applications;
- b. Implement measures to secure, encrypt, or securely destroy, the exfiltrated information of class members in the UC Regents' possession, whether or not it was impacted by the FTA Data Breach;
- c. Increase monitoring of data systems to detect and act on suspicious activity;
- d. Confirm that the file transfer program(s) used by the UC Regents is audited and is subject to an internal process for retiring and replacing end-of-life file transfer appliances and assets;
- e. Confirm that the file transfer product(s) used by UC Regents is subject to periodic reviews to locate and minimize security vulnerabilities;
- f. Develop and maintain a position or department within the UC system that is responsible for establishing and maintaining UC-systemwide metrics for measuring implementation of cybersecurity policies and standards and performance of campus security programs, including data security and privacy in connection with file transfer processes; and
- g. Provide security awareness training for relevant UC employees to cover industry best practices for data security and privacy.

80. Deadline to File Claims. Claim Forms must be received within eighty-five (85) days after the Notice Date.

81. The Settlement Administrator. The Settlement Administrator shall have the authority to determine whether a Claim Form is valid, timely, and complete, and to what extent a Claim Form electing to receive a Fraud/Out-of-Pocket Costs/Time Payment reflects valid Fraud/Out-of-Pocket Costs and/or Documented Time. Any Claim for Fraud/Out-of-Pocket Costs/Time Payment shall be deemed fairly traceable to the Data Breach by the Settlement Administrator if the claimed out-of-pocket cost and/or spending of time occurred on or after December 24, 2020, and the Settlement Administrator determines the claimed Fraud/Out-of-Pocket Costs and/or Documented Time are

related to the type of information disclosed in the Data Breach. To the extent the Settlement Administrator determines a claim for a Fraud/Out-of-Pocket Costs/Time Payment submitted through a Claim Form is deficient, within ten (10) days of making such a determination, the Settlement Administrator shall notify the Claimant of the deficiencies and that Claimant shall have thirty (30) days from the date on which the Settlement Administrator sends the notice to cure the deficiencies and re-submit the claim. The Settlement Administrator shall exercise reasonable discretion to determine whether the Claimant has cured the deficient claim such that it reflects a valid claim for Fraud/Out-of-Pocket Costs and/or Documented Time that are fairly traceable to the Data Breach. If the Claimant fails to cure the deficiency, the Settlement Administrator shall have no obligation to make the Fraud/Out-of-Pocket Costs/Time Payment to that Claimant.

82. Claim Determinations. The determination of the validity of Claims and the proper amount of the payment to a Claimant is the sole responsibility of the Settlement Administrator. No Party to this Agreement will be deemed in default of its obligations due to a dispute between a Claimant and the Settlement Administrator, including a dispute over the amount of a payment or the return of a payment due to the death or unavailability of a Class Member. If a Settlement Class Member believes that a determination made by the Settlement Administrator requires correction, the Settlement Class Member may seek correction pursuant to the following process:

- a. A Claimant who objects to the Settlement Administrator's determination of his or her claim must so notify the Settlement Administrator within thirty (30) days after the date that the Settlement Administrator mailed or emailed the determination to the Claimant. The Claimant must provide a written statement setting forth the basis for his or her disputed claim. Any disputed claim that is not postmarked or emailed within that thirty (30) day period will be waived.
- b. Upon the timely submission of a disputed claim, the Settlement Administrator and the objecting Claimant will have thirty (30) days to attempt to resolve the disputed claim by agreement. At the end of this thirty (30) day period, the Settlement Administrator will provide the Claimant with

written notice of its decision regarding the disputed claim. The decision of the Settlement Administrator will be binding and not subject to further review or appeal.

c. No person will have any claim against the Parties or their counsel or the Settlement Administrator based on conduct or communications substantially in accordance with this Settlement Agreement or further order(s) of the Court.

83. Timing of Settlement Benefits. Within thirty (30) days after: (i) the Effective Date; or (ii) all Claim Forms have been processed subject to the provisions of Section IV.E. of this Agreement, whichever date is later, the Settlement Administrator shall cause funds to be distributed to Participating Settlement Class Members with Approved Claims.

84. Order of Distribution of Funds. The Settlement Administrator will make one distribution to Settlement Class Members who submitted verified Claim Forms with the funds to be allocated in the following order: (i) the Settlement Administrator must first use the available Net Settlements Funds to make all Statutory Payments;(ii) the Settlement Administrator shall then utilize the remaining funds to make all Fraud/Out-of-Pocket Costs/Time Payments;(iii) finally, the Settlement Administrator shall utilize any remaining funds to make all Pro Rata Payments. Participating Settlement Class Members with Approved Claims who receive a Settlement Payment by physical check, shall have one hundred and twenty (120) days following distribution to deposit or cash their cash benefit check.

85. Allocation Contingencies.

a. In the event that the aggregate amount of all Fraud/Out-of-Pocket Costs/Time Payments exceeds the total amount of the Net Settlement Fund less the Statutory Payments, then the value of the Fraud/Out-of-Pocket Costs/Time Payments to be paid to each Participating Settlement Class Member shall be reduced on a pro rata basis, such that the aggregate value of all Fraud/Out-of-Pocket Costs/Time Payments does not exceed the Net Settlement Fund. In such an event, no Net Settlement Funds will be distributed to Participating Settlement Class Members with Approved Claims for Pro Rata Payments.

b. In the event that the aggregate amount of all Fraud/Out-of-Pocket Costs/Time Payments does not exceed the Net Settlement Fund less Statutory Payments, then the remaining Net Settlement Fund will be divided pro rata among all Participating Settlement Class Members to make the Pro Rata Payments so that each Participating Settlement Class Member receives an equal share of the remaining Net Settlement Fund after all other Settlement Benefits have been paid out of the Settlement Fund. If the Pro Rata Payment to each Participating Settlement Class Member receiving that benefit would be less than five dollars and no cents (\$5.00), the remaining Net Settlement Fund will be divided equally among only those Participating Settlement Class Members that received a Statutory Payment or a Fraud/Out-of-Pocket Costs/Time Payment.

c. All pro rata determinations required by the foregoing Paragraphs shall be performed by the Settlement Administrator.

86. Residual Funds. To the extent any monies remain in the Net Settlement Fund more than one hundred thirty (130) days after the distribution of Settlement Payments to the Participating Settlement Class Members, a subsequent Settlement Payment will be made on a pro rata basis to all Participating Settlement Class Members with Approved Claims who deposit or cash their benefit check. If, at the discretion of the Settlement Administrator in consultation with the parties, the amount of a subsequent Settlement Payment distribution would be too small to make individual distributions to Participating Settlement Class Members economically viable, the remaining Net Settlement Fund shall be distributed to the Non-Profit Residual Recipient.

87. Returned Checks. For any Settlement Payment returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address or the electronic payment account information is invalid), the Settlement Administrator shall make reasonable efforts to find a valid mailing address and resend the Settlement Payment within thirty (30) days after the Settlement Payment is returned to the Settlement Administrator as undeliverable.

88. Residue of Settlement Fund. No portion of the Settlement Fund shall revert or be repaid to Defendant after the Effective Date. Any residual funds remaining in the Net Settlement Fund, after all Administrative Expenses, Taxes, and payments to Approved Claims have been made (or

set aside for such purposes), shall be distributed to Non-Profit Residual Recipient.

F. Settlement Administration

89. Submission of Claims.

a. Submission of Electronic and Hard Copy Claims. Settlement Class Members may submit electronically verified Claim Forms to the Settlement Administrator through the Settlement Website, or may download Claim Forms to be filled out, signed, and submitted physically by U.S. Mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked on or before the Claims Deadline. The Settlement Administrator shall reject any Claim Forms that are incomplete, inaccurate, or not timely received, but may provide Claimants the ability to cure deficient claims.

b. Review of Claim Forms. The Settlement Administrator will review Claim Forms submitted by Settlement Class Members to determine whether they are eligible for a Settlement Payment.

90. Settlement Administrator's Duties.

a. Cost Effective Claims Processing. The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by this Agreement by processing Claim Forms in a rational, responsive, cost-effective, and timely manner, and calculate Settlement Payments in accordance with this Agreement.

b. Dissemination of Notices. The Settlement Administrator shall disseminate the Settlement Class Notice as provided for in this Agreement.

c. Maintenance of Records. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as required by applicable law in accordance with its business practices and such records will be made available to Settlement Class Counsel and Defendant's Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. Upon request, the Settlement Administrator shall provide Settlement Class Counsel and Defendant's Counsel with information concerning Notice,

administration, and implementation of the Settlement. Without limiting the foregoing, the Settlement Administrator shall:

i. Receive Requests for Exclusion from Settlement Class Members and provide Settlement Class Counsel and Defendant's Counsel a copy thereof no later than five (5) days following the deadline for submission of the same. If the Settlement Administrator receives any Requests for Exclusion or other requests from Settlement Class Members after expiration of the Opt-Out Period, the Settlement Administrator shall promptly provide copies thereof to Settlement Class Counsel and Defendant's Counsel.

ii. Provide weekly or other periodic reports to Settlement Class Counsel and Defendant's Counsel that include, without limitation, reports regarding the number of Claim Forms received, the number of Claim Forms approved by the Settlement Administrator, and the categorization and description of Claim Forms rejected by the Settlement Administrator. The Settlement Administrator shall also, as requested by Settlement Class Counsel or Defendant's Counsel and from time to time, provide the amounts remaining in the Net Settlement Fund.

iii. Make available for inspection by Settlement Class Counsel and Defendant's Counsel the Claim Forms and any supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

iv. Cooperate with any audit by Settlement Class Counsel or Defendant's Counsel, who shall have the right but not the obligation to review, audit, and evaluate all Claim Forms for accuracy, veracity, completeness, and compliance with the terms and conditions of this Agreement.

d. Creation and Maintenance of Settlement Website. The Settlement Administrator shall create the Settlement Website. The Settlement Website shall contain information regarding how to submit Claim Forms (including submitting Claims Forms electronically through the Settlement Website) and relevant documents, including, but not limited to, the Long Form Notice, the Claim Form, this Agreement, the Preliminary Approval Order entered by the Court, and the operative complaint in the Action. The Settlement Website shall also include

a toll-free telephone number, email address, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly.

e. Requests for Additional Information. In the exercise of its duties outlined in this Agreement, the Settlement Administrator shall have the right to reasonably request additional information from the Parties or any Participating Settlement Class Member.

G. Settlement Class Notice

91. Direct Notice. Within fifteen (15) days after the date of the Preliminary Approval Order, Defendant shall provide the Settlement Class List to the Settlement Administrator. Because the Settlement Class List will be provided to the Settlement Administrator solely for purposes of providing the Class Notice and Settlement Benefits and processing Requests for Exclusion, the Settlement Administrator will execute a confidentiality and non-disclosure agreement with Defendant, Defendant's Counsel, and Settlement Class Counsel and will ensure that any information provided to it by Settlement Class Members, Settlement Class Counsel, Plaintiffs' Counsel, Defendant's Counsel, or Defendant, including the Class Member Information, will be secure and used solely for the purpose of effecting this Settlement.

92. Within thirty (30) days after receipt of the Settlement Class List, the Settlement Administrator shall disseminate Notice as follows:

a. Physical Address Only. For those Settlement Class Members for whom Defendant has only a physical address, the Summary Notice, substantially in the form attached hereto as **Exhibit 5** (or **Exhibit 6** for CMIA Subclass Members) shall be sent by U.S. mail. Within 21 days after the Settlement Administrator's receipt of any Summary Notice returned by the U.S.P.S. as undelivered or undeliverable, the Settlement Administrator shall re-mail the Summary Notice using any forwarding address provided by the U.S.P.S. If the U.S.P.S. does not provide a forwarding address, the Settlement Administrator shall conduct an address search and re-mail the Summary Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Summary Notice to Class Members whose Summary Notice is returned by the U.S.P.S. a second time.

1 b. Physical Address and Email. For those Settlement Class Members for whom
2 Defendant has both a physical address and email address, the Summary Notice shall be sent by
3 email substantially in the form of **Exhibit 7** (or **Exhibit 8** for CMIA Subclass Members). There
4 shall be one reminder email within 21 days of the initial email providing Summary Notice.

5 c. The Settlement Administrator is to promptly mail postcard notice
6 substantially in the form of **Exhibit 5** (or **Exhibit 6** for CMIA Subclass Members), to all Settlement
7 Class Members where an email is confirmed undelivered. Within 21 days after the Settlement
8 Administrator's receipt of any Summary Notice returned by the U.S.P.S. as undelivered or
9 undeliverable, the Settlement Administrator shall re-mail the Summary Notice using any
10 forwarding address provided by the U.S.P.S. If the U.S.P.S. does not provide a forwarding address,
11 the Settlement Administrator shall conduct an address search and re-mail the Summary Notice to
12 the most current address obtained. The Administrator has no obligation to make further attempts to
13 locate or send Summary Notice to Class Members whose Summary Notice is returned by the
14 U.S.P.S. a second time.

15 d. Email Only. For those Settlement Class Members for whom Defendant has
16 only an email address, the Summary Notice shall be sent by email in the form of **Exhibit 7** (or
17 **Exhibit 8** for CMIA Subclass Members). There shall be one reminder email within 21 days of the
18 initial email providing the Summary Notice.

19 93. Settlement Class Members may use the unique claim number and confirmation code
20 contained in the Summary Notice to log onto the Settlement Website and either download a Claim
21 Form or submit the Claim Form online. The Settlement Administrator shall use other reasonable
22 fraud-prevention mechanisms to prevent (i) submission of Claim Forms by persons other than
23 Settlement Class Members, and (ii) submission of more than one Claim Form per person. In the
24 event a Claim Form is submitted without a unique class member identifier, the Settlement
25 Administrator shall employ reasonable efforts to ensure that the Claim is valid.

26 94. Settlement Website. Prior to any dissemination of the Summary Notice, within twenty-
27 one (21) days after Preliminary Approval of this Agreement, the Settlement Administrator shall
28 cause the Settlement Website, including the form and content of the Settlement Class Notice, to be

launched on the Internet in accordance with this Agreement.

95. Contents of the Long Form Notice. The Long Form Notice shall, *inter alia*, (i) specify the deadline for Settlement Class Members to submit Requests for Exclusion from or object to the Settlement by day, month, and year; (ii) contain instructions on how to submit a Claim Form; (iii) note the deadline for Settlement Class Members to submit Claim Forms; and (iv) note the date, time and location of the Final Fairness Hearing. A copy of the Long Form Notice is attached hereto as **Exhibit 2** hereto.

H. Requests for Exclusion

96. Any Settlement Class Member may submit a Request for Exclusion from the Settlement at any time during the Opt-Out Period. To be valid, the Request for Exclusion must be postmarked or received electronically by the Settlement Administrator on or before the end of the Opt-Out Period.

97. Any Request for Exclusion must identify the case name, *Erazo, et al. v. The Regents of University of California*, Lead Case No. RG21097796, and include (i) the individual's full name, current mailing address, telephone number, and email address; (ii) a statement that the individual wishes to be excluded from the Settlement Class and does not wish to participate in the Settlement, and (iii) the individual's signature.

98. Any Person who elects to request exclusion from the Settlement Class shall not (i) be bound by any orders or Judgment entered in the Action, (ii) be entitled to relief under this Agreement, (iii) gain any rights by virtue of this Agreement, or (iv) be entitled to object to any aspect of this Agreement.

99. No Person may request to be excluded from the Settlement Class through "mass" or "class" opt-outs. The Settlement Administrator shall provide the Parties with copies of all completed opt-out notifications, and a final list of all individuals who have timely and validly excluded themselves from the Settlement Class.

I. Objection Procedures

100. Any Participating Settlement Class Member may object to the Settlement, and may do so in writing, in person, or through counsel, at their own expense, at the Final Fairness Hearing.

101. Except as the Court may order otherwise, an objector must submit to the Court either by mailing to the Clerk of Court, Superior Court of California, County of Alameda, Rene C. Davidson Alameda County Courthouse, 1225 Fallon Street, Oakland, California 94612, or by filing in person at any location of the Superior Court, County of Alameda that includes a facility for civil filings, all objections by the Objection Deadline, with the caption *Erazo, et al. v. The Regents of University of California*, Lead Case No. RG21097796, and include: (i) the Settlement Class Member's full name, current mailing address, telephone number, and email address; (ii) a concise statement for the reasons for the objection; and (iii) the individual's signature. All written objections must be filed or postmarked no later than the Objection Deadline.

A copy of the objection must also be mailed to the following addresses and be postmarked by the Objection Deadline.

Settlement Class Counsel	Defendant's Counsel
Simon S. Grille GIRARD SHARP LLP 601 California Street, Suite 1400 San Francisco, CA 94108	Jacob M. Heath ORRICK, HERRINGTON & SUTCLIFFE LLP 1000 Marsh Road Menlo Park, CA 94205 Aravind Swaminathan ORRICK, HERRINGTON & SUTCLIFFE LLP 401 Union Street, Suite 3300 Seattle, WA 98101

102. The Court will hear from any Class Member who attends the Final Fairness Hearing and asks to speak regarding their objection, regardless of whether they have complied with the above procedures.

J. Modification or Termination of the Agreement

103. The Settlement Class Representatives collectively (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") (i) within seven (7) days of the Court's refusal to grant Preliminary Approval of the Agreement in any material respect; or (ii) within

1 fourteen (14) days of any of the following: (1) the Court's refusal to enter the Order of Final
2 Approval and Judgment in any material respect, or (2) the date upon which the Order of Final
3 Approval and Judgment is modified or reversed in any material respect by any appellate or other
4 court.

5 104. In addition, the terms and provisions of this Agreement may be amended, modified,
6 or expanded by written agreement of the Parties and approval of the Court; provided, however, that,
7 after entry of the Preliminary Approval Order, the Parties may, by written agreement, effect such
8 amendments, modifications, or expansions of this Agreement and its implementing documents
9 (including all exhibits hereto) without further notice to the Settlement Class or approval by the
10 Court if such changes are consistent with the Court's Preliminary Approval Order and do not
11 materially alter, reduce, or limit the rights of Settlement Class Members under this Agreement.

12 105. In the event that a party exercises their option to withdraw from, rescind, revoke,
13 and/or terminate this Agreement pursuant to any provision herein, then the Settlement proposed
14 herein shall become null and void (with the exception of Paragraph 67 herein) and shall have no
15 legal effect and may never be mentioned at trial or in dispositive or class motions or motion papers
16 (except as necessary to explain the timing of the procedural history of the Action), and the Parties
17 will return to their respective positions existing immediately before the execution of this
18 Agreement.

19 106. Notwithstanding any provision of this Agreement, in the event this Agreement is
20 not approved by any court, or terminated for any reason, or the Settlement set forth in this
21 Agreement is declared null and void, or in the event that the Effective Date does not occur,
22 Settlement Class Members, Plaintiffs, and Settlement Class Counsel shall not in any way be
23 responsible or liable for any of the Administrative Expenses, except that each Party shall bear its
24 own attorneys' fees and costs.

25 **K. Service Awards**

26 107. The Parties did not discuss the payment of the Fee Award and Costs and/or Service
27 Awards to Settlement Class Representatives, as provided for in Sections IV.K. and L herein, until
28 after the substantive terms of the Settlement had been agreed upon.

108. Settlement Class Representatives and Settlement Class Counsel may seek Service Awards to be awarded to the Settlement Class Representatives. Any requests for such awards must be filed at least thirty-five (35) days before the deadline for filing objections to the Settlement. Defendant agrees not to oppose requests for Service Awards.

109. The Settlement Administrator shall pay the Service Awards approved by the Court to the Settlement Class Representatives from the Settlement Fund. Such Service Awards shall be paid by the Settlement Administrator, in the amount approved by the Court, within thirty (30) days after the Effective Date.

110. In the event the Court declines to approve, in whole or in part, the payment of the Service Awards in the amounts requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of Service Awards shall constitute grounds for cancellation or termination of this Agreement.

L. Fee Award and Costs

111. Defendant agrees that Settlement Class Counsel will be entitled to an award of reasonable attorneys' fees and expenses to be paid exclusively out of the Settlement Fund in an amount to be determined by the Court

112. The Parties have reached no agreement on the amount of fees and expenses that Class Counsel will seek. Defendant takes no position as to the amount of fees and expenses to be sought.

113. Settlement Class Counsel may file a motion for an award of the Fee Award and Costs to be paid from the Settlement Fund. The motion must be filed at least thirty-five (35) days before the deadline for filing objections to the Settlement, and shall include information for the Court to be able to assess the reasonableness of the fee request. Prior to the disbursement or payment of the Fee Award and Costs under this Agreement, Settlement Class Counsel shall provide to the Settlement Administrator a properly completed and duly executed IRS Form W-9. Defendant's response to Plaintiffs' motion for an award of the Fee Award, if any, will be due fourteen (14) days before the Final Fairness Hearing. The Fee Award and Costs shall be paid by

the Settlement Administrator, in the amount approved by the Court.

114. Any Fee Award and Costs approved by the Court shall be due and payable within thirty (30) days after the Effective Date of the Settlement.

115. Unless otherwise ordered by the Court, Settlement Class Counsel shall have the sole and absolute discretion to allocate any approved Fee Award and Costs amongst Plaintiffs' Counsel and any other attorneys for Plaintiffs. Defendant shall have no liability or other responsibility for allocation of any such attorneys' fees and costs.

116. The Settlement is not conditioned upon the Court's approval of the Fee Award and Costs or the Service Awards.

M. Order of Final Approval and Judgment

117. This Agreement is subject to and conditioned upon the issuance by the Court of the Order of Final Approval and Judgment, which will grant final approval of this Agreement and among other things shall:

a. Decree that neither the Order of Final Approval and Judgment nor this Agreement constitutes an admission by the Defendant of any liability or wrongdoing whatsoever;

b. Bar and enjoin all Releasing Parties from asserting against any of the Released Parties any and all Released Claims;

c. Release each Released Party from any and all Released Claims;

d. Determine that this Agreement is entered into in good faith and represents a fair, reasonable, and adequate settlement that is in the best interests of the members of the Settlement Class; and

e. Preserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendant and all Participating Settlement Class Members, to administer, supervise, construe, and enforce this Agreement in accordance with its terms for the mutual benefit of the Parties, but without affecting the finality of the Order of Final Approval and Judgment.

N. Representation and Warranties

118. Each signatory to this Agreement represents and warrants (i) that he, she, or it has

1 all requisite power and authority to execute, deliver, and perform this Agreement and to
2 consummate the transactions contemplated herein, (ii) that the execution, delivery, and
3 performance of this Agreement and the consummation by it of the actions contemplated herein have
4 been duly authorized by all necessary corporate action on the part of each signatory, and (iii) that
5 this Agreement has been duly and validly executed and delivered by each signatory, and constitutes
6 its legal, valid, and binding obligation.

7 119. Defendant will provide to the Settlement Administrator the Settlement Class List
8 containing the list of persons to whom Defendant provided notice of the Data Breach. Defendant
9 represents that the number of Class Members (approximately 353,265) is accurate based on
10 Defendant's investigation of individuals potentially affected by the Data Breach.

11 **O. No Admission of Liability or Wrongdoing**

12 120. This Agreement, whether or not consummated, and any negotiations, proceedings
13 or agreements relating to this Agreement, and any matters arising in connection with settlement
14 negotiations, proceedings, or agreements:

15 a. Shall not be admissible in any action or proceeding for any reason, other than
16 an action to enforce the terms hereof;

17 b. Shall not be described as, construed as, offered or received against the
18 Released Parties as evidence of and/or deemed to be evidence of any presumption, concession, or
19 admission by any Released Party of the truth of any fact alleged by Settlement Class
20 Representatives; the validity of any claim that has been or could have been asserted in the Action
21 or in any litigation; the deficiency of any defense that has been or could have been asserted in the
22 Action or in any litigation; or any liability, negligence, fault, or wrongdoing of any of the Released
23 Parties; and

24 c. Shall not be described or construed against the Released Parties, Settlement
25 Class Representatives, or any Settlement Class Members as an admission or concession that the
26 consideration to be given hereunder represents the amount which could be or would have been
27 awarded to Settlement Class Representatives or the members of the Settlement Class after trial.

28 **P. Miscellaneous Provisions**

121. 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. Each of the Parties to this Agreement acknowledges that no other Party to this Agreement, nor any agent or attorney of any such party, has made any promise, representation, or warranty, express or implied, not contained in this Agreement to induce any party to execute this Agreement. No Party is relying on any other Party or their agents or attorneys and rather each Party decided to resolve the dispute in their own independent determination and judgment. This Agreement may not be changed, modified, or amended, except in writing signed by all Parties, subject to Court approval. The Parties contemplate that, subject to Court approval or without such approval where legally permissible, the exhibits to this Agreement may be modified by subsequent Agreement of counsel for the Parties prior to dissemination of the Settlement Class Notice to the Settlement Class.

122. Governing Law. This Agreement shall be construed under and governed by the laws of the State of California, applied without regard to laws applicable to choice of law.

123. Execution by Counterparts. This Agreement may be executed by the Parties in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures, electronic signatures, or signatures sent via email shall be treated as original signatures and shall be binding.

124. Notices. Any notice, instruction, application for Court approval or application for Court orders sought in connection with this Agreement or other document to be given by any Party to any other Party shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid, if to Defendant to the attention of Defendant's Counsel, or if to Settlement Class Representatives or the Settlement Class to Settlement Class Counsel, or to other recipients as the Court may specify. All notices to the Parties or counsel required by this Agreement shall be made in writing and communicated by mail and email to the following addresses:

Settlement Class Counsel	Defendant's Counsel
<p>Simon S. Grille GIRARD SHARP LLP 601 California Street, Suite 1400 San Francisco, CA 94108 sgrille@girardsharp.com</p>	<p>Jacob M. Heath ORRICK, HERRINGTON & SUTCLIFFE LLP 1000 Marsh Road Menlo Park, CA 94205 jheath@orrick.com</p> <p>Aravind Swaminathan ORRICK, HERRINGTON & SUTCLIFFE LLP 401 Union Street, Suite 3300 Seattle, WA 98101 aswaminathan@orrick.com</p>

125. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, assigns, executors, and legal representatives of each of the Parties hereto.

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

127. Severability. The waiver or breach by one Party of any provision of this Agreement shall not be deemed a waiver or breach of any other provision of this Agreement.

128. Integration of Exhibits. The exhibits to this Agreement and any exhibits thereto are an integral and material part of the Settlement and are hereby incorporated and made a part of the Agreement.

129. 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.

130. Taxability. Defendant does not make and have not made any representations regarding the taxability of any Settlement Benefit, Fee Award, and/or any other payments made pursuant to this Agreement. Settlement Class Representatives and Settlement Class Counsel (on behalf of themselves and the Settlement Class Members) represent that that they have not relied upon any representation of Defendant or its attorneys or the Settlement Administrator on the subject of taxability of any consideration provided under this Agreement. Settlement Class Representatives and Settlement Class Counsel (on behalf of themselves and the Settlement Class Members) understand and expressly agree that any income or other tax, including any interest, penalties, or

other payment obligations ultimately determined to be payable from or with respect to any Settlement Benefit, Fee Award, and/or any other payments made pursuant to this Agreement, as well as any state or federal reporting obligations imposed on them arising therefrom or attributable thereto, shall not be Defendant's responsibility.


131. 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. The Parties reserve the right, subject to the Court's approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Agreement.

132. Dollar Amounts. All dollar amounts are in United States dollars, unless otherwise expressly stated.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed on its behalf by its duly authorized counsel of record, all as of the day set forth below:

GIRARD SHARP LLP

Dated: _____

By: 
Simon S. Grille
Settlement Class Counsel

**ORRICK, HERRINGTON &
SUTCLIFFE LLP**

Dated: _____

By: _____
Jacob M. Heath
Attorney for Defendant The Regents of
the University of California

Dated: _____

By: _____

Name: _____

other payment obligations ultimately determined to be payable from or with respect to any Settlement Benefit, Fee Award, and/or any other payments made pursuant to this Agreement, as well as any state or federal reporting obligations imposed on them arising therefrom or attributable thereto, shall not be Defendant's responsibility.


131. 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. The Parties reserve the right, subject to the Court's approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Agreement.

132. Dollar Amounts. All dollar amounts are in United States dollars, unless otherwise expressly stated.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed on its behalf by its duly authorized counsel of record, all as of the day set forth below:


GIRARD SHARP LLP

Dated: June 2, 2025

By: 
Simon S. Grille
Settlement Class Counsel

**ORRICK, HERRINGTON &
SUTCLIFFE LLP**

Dated: 6/2/2025

By: 
Jacob M. Heath
Attorney for Defendant The Regents of
the University of California

Dated: 5/29/2025

By: Norman J. Hamill

Name: Norman J. Hamill

Title: Managing Counsel, Risk
Litigation, UC Legal – Office of the
General Counsel

*On Behalf of Defendant The Regents of
the University of California*

Dated: 5/30/2025

By: Kevin Confetti

Name: Kevin Confetti

Title: Associate Vice President and
Chief Risk Officer, University of
California Office of the President

*On Behalf of Defendant The Regents of
the University of California*

Dated: _____

By: _____
Plaintiff Jamie McDole

Dated: _____

By: _____
Plaintiff Alvaro Galvis

Dated: _____

By: _____
Plaintiff Rose Becker

Dated: _____

By: _____
Plaintiff Karlina Chavez

Dated: _____

By: _____
Plaintiff Elizabeth Montoya

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Title: _____

*On Behalf of Defendant The Regents of
the University of California*

Dated: 5/30/2025 _____

Signed by:
By: Miguel Ochoa
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Plaintiff Miguel Ochoa

Dated: 6/2/2025 _____

DocuSigned by:
By: JAMIE McDOLLE
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Plaintiff Jamie McDole

Dated: _____

By: _____
Plaintiff Alvaro Galvis

Dated: _____

By: _____
Plaintiff Rose Becker

Dated: 5/29/2025 _____

DocuSigned by:
By: KARLINA CHAVEZ
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Plaintiff Karlina Chavez

Dated: 5/29/2025 _____

Signed by:
By: Elizabeth Montoya
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Plaintiff Elizabeth Montoya

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*On Behalf of Defendant The Regents of
the University of California*

Dated: _____

By: _____
Plaintiff Miguel Ochoa

Dated: _____

By: _____
Plaintiff Jamie McDole

Dated: 5/30/2025

Signed by:
By: Dr. Alvaro Galvis
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Plaintiff Alvaro Galvis

Dated: _____

By: _____
Plaintiff Rose Becker

Dated: _____

By: _____
Plaintiff Karlina Chavez

Dated: _____

By: _____
Plaintiff Elizabeth Montoya

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Title: _____

*On Behalf of Defendant The Regents of
the University of California*

Dated: _____

By: _____
Plaintiff Miguel Ochoa

Dated: _____

By: _____
Plaintiff Jamie McDole

Dated: _____

By: _____
Plaintiff Alvaro Galvis

Dated: 29-May-2025

By: Rose Becker
Rose Becker (May 29, 2025 12:40 PDT)
Plaintiff Rose Becker

Dated: _____

By: _____
Plaintiff Karlina Chavez

Dated: _____

By: _____
Plaintiff Elizabeth Montoya