

Exhibit G

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8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**
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11 In re SAG Health Data Breach Litigation
12 This Document Relates To: All Actions

Case No. 2:24-CV-10503-MEMF-JPR

CONSOLIDATED ACTION

Assigned to: Hon. Maame Ewusi-Mensah
Frimpong

**CLASS ACTION SETTLEMENT
AGREEMENT AND RELEASE**

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20 This Settlement Agreement, dated as of October 28, 2025, is made and entered into by and among
21 the following Parties (as defined below): Matthew Rouillard, Kristy Munden, Lee Wilkof, Steven Barr,
22 and Massimiliano Furlan (collectively, “**Plaintiffs**”), on behalf of themselves and on behalf of the
23 Settlement Class (as defined below), and SAG-AFTRA Health Plan (“**Defendant**” or “**SAG-AFTRA**,”
24 and together with Plaintiffs, the “**Parties**,” singular, “**Party**”), by and through their respective counsel
25 of record. The Settlement Agreement is subject to Court approval and is intended by the Parties to fully,
26 finally, and forever resolve, discharge, and settle the Released Claims (as defined below), upon and
27 subject to the terms and conditions hereof.

I. THE LITIGATION

Plaintiffs allege that between September 17, 2024, and September 18, 2024, an unauthorized third-party accessed sensitive and confidential information through one of Defendant’s employee email accounts (the “Data Incident”). The information Plaintiffs allege was compromised included names and Social Security numbers (collectively, “PII” for the purposes of this Agreement), and, in some cases, health information associated with claims, health insurance information, and health plan participant identification numbers (collectively, “PHI” for the purposes of this Agreement, together with PII “Private Information”). After the Data Incident, Defendant sent notification letters to approximately 94,546 living individuals. Plaintiffs and Settlement Class Members (defined below) received notices of the Data Incident on or around December 2, 2024.

On December 5, 2024, Plaintiffs Matthew Rouillard and Kristy Munden, on behalf of themselves and on behalf of all others similarly situated, filed a class action complaint in the Central District of California (Case No. 2:24-cv-10503), through attorneys Ryan J. Clarkson, Yana Hart, Mark Richards, and Tiara Avanness of Clarkson Law Firm, P.C. Additionally, on December 10, 2024, Plaintiff Lee Wilkof, individually and on behalf of all others similarly situated, filed a class action complaint in the Central District of California (Case No. 2:24-cv-10626) through attorneys John J. Nelson of Milberg Coleman Bryson Phillips Grossman, PLLC. On the same day, Plaintiff Steven Barr also filed a class action complaint (Case No. 2:24-cv-10642) through attorneys James F. Clapp, Marita M. Lauinger of Clapp & Lauinger LLP, and Edward J. Wynne, George R. Nemiroff of Wynne Law Firm. Furthermore, on December 13, 2024, Plaintiff Massimiliano Furlan, individually and on behalf of all others similarly situated, filed a class action complaint in the Central District of California (Case No. 2:24-cv-10791), through attorneys M. Anderson Berry, Gregory Haroutunian, and Michelle Zhu of then of Clayeo C. Arnold, A Professional Corporation.

On January 2, 2025, Plaintiffs filed the Motion to Consolidate Related Cases and Appoint Interim Class Counsel. ECF Nos. 13 (“Notice”), 13-1 (“Motion”). On March 3, 2025, the Court consolidated these actions under the lead case with the caption, *In re SAG Health Data Breach* Litigation, No. 2:24-cv-10503-MEMF-JPR (together with the consolidated actions, the “**Litigation**”). See ECF No. 24.

1 From the onset of the Litigation and over the course of several months, the Parties engaged in
2 extensive, arm-length settlement negotiations. The negotiations were informed by Plaintiffs' active
3 prosecution of the case, the comprehensive exchange of information between the Parties, and Settlement
4 Class Counsel's (as defined below) thorough and independent examination and evaluation of the
5 relevant law and facts to assess the merits of the claims to be resolved in this settlement and how best to
6 serve the interests of the Settlement Class. Based on this investigation and the negotiations described
7 above, Settlement Class Counsel have concluded, taking into account the sharply contested issues
8 involved, the risks, uncertainty, and expense of continued litigation, and the benefits to be provided to
9 the Settlement Class under the terms of this Settlement Agreement, that the proposed settlement is fair,
10 reasonable, adequate, and in the best interests of the putative class. The Parties' resolution is
11 memorialized in the Settlement Agreement presented herein ("Settlement Agreement").

12 Pursuant to the terms set out below, this Settlement Agreement provides for the resolution of all
13 claims and causes of action asserted, or that could have been asserted, including Plaintiffs' Unknown
14 Claims (as defined below), against SAG-AFTRA and the Released Persons (as defined below) relating
15 to the Data Incident, by and on behalf of Class Representatives and the Settlement Class (as defined
16 below).

17 **II. CLAIMS AND BENEFITS OF SETTLING**

18 Plaintiffs believe that the claims asserted in this action have merit. However, Plaintiffs and Class
19 Counsel recognize the expense, duration, and uncertainty of continued litigation, including motion
20 practice, trial, and potential appeals. They have also considered the inherent risks, delays, and difficulties
21 associated with complex class actions. After evaluating these factors, Settlement Class Counsel, in
22 consultation with Plaintiffs, have determined that the settlement set forth in this Settlement Agreement
23 is fair, reasonable, and adequate, and is in the best interests of the Settlement Class.

24 **III. DENIAL OF WRONGDOING AND LIABILITY**

25 Defendant has denied and continues to deny: (a) each and every allegation and all charges of
26 wrongdoing or liability of any kind whatsoever asserted or which could have been asserted in this
27 Litigation, (b) the accuracy of all of the facts alleged in the Complaint; (b) that the Plaintiffs and the
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1 Settlement Class they seek to represent have suffered any damage, and (c) that the Litigation satisfies
2 the requirements to be tried as a class action under Federal Rule of Civil Procedure 23. Nonetheless,
3 Defendant has considered the uncertainty and risks inherent in any litigation and concluded that
4 contesting this action further could be protracted and expensive, so it is desirable and beneficial that the
5 action be fully and finally settled in the manner and upon the terms and conditions set forth in this
6 Settlement Agreement.

7 This Settlement Agreement is for settlement purposes only, and nothing in this agreement shall
8 constitute, be construed as, or be admissible in evidence as an admission of the validity of any claim or
9 any fact alleged by Plaintiffs in this action or in any other pending or subsequently filed action, or of
10 any wrongdoing, fault, violation of law, or liability of any kind on the part of Defendant or admission
11 by any of the Parties of the validity or lack thereof of any claim, allegation, or defense asserted in this
12 action or in any other action.

13 **IV. TERMS OF SETTLEMENT**

14 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Plaintiffs,
15 individually and on behalf of the Settlement Class, Class Counsel, and Defendant that, subject to the
16 approval of the Court, the Litigation and the Released Claims shall be finally and fully compromised,
17 settled, and released, and the Litigation shall be dismissed with prejudice as to the Parties, and the
18 Settlement Class Members (not including those members of the Settlement Class who timely and validly
19 opt-out of the Settlement Agreement), upon and subject to the terms and conditions of this Settlement
20 Agreement, as follows:

21 **1. Definitions**

22 As used in the Settlement Agreement, the following terms have the meanings specified below:

23 1.1 “Agreement” or “Settlement Agreement” means this agreement.

24 1.2 “Attorneys’ Fees and Expenses Award” means the amount awarded by the Court to be
25 paid to Class Counsel from the Settlement Fund, such amount to be in full and complete satisfaction of
26 Class Counsel’s claim or request for payment of attorneys’ fees, costs, disbursements, and compensation
27 in the Litigation.

1 1.3 “CAFA Notice” means a notice of the proposed Settlement in compliance with the
2 requirements of the Class Action Fairness Act, 28 U.S.C. §1711, *et seq.* (“CAFA”), to be served upon
3 the appropriate state official in each state where a Settlement Class Member resides and the appropriate
4 federal official. The cost of such notice shall be paid out of the Settlement Fund.

5 1.4 “California Resident(s)” means any and all individuals residing in California at any point
6 from September 17, 2024 until the Claims Deadline, and who were mailed notification of the Data
7 Incident at a California address indicating that their PII and/or PHI may have been impacted in the Data
8 Incident that occurred in SAG-AFTRA’s system between September 17 to September 18, 2024.

9 1.5 “Claimant” means a Settlement Class Member who submits a Claim Form for a
10 Settlement Payment.

11 1.6 “Claim Form” means the form that will be used by Settlement Class Members to submit
12 a Settlement Claim to the Claims Administrator and that is substantially in the form as shown in **Exhibit**
13 **A** to this Settlement Agreement.

14 1.7 “Claims Administration” means the processing and payment of claims received from
15 Settlement Class Members by the Claims Administrator.

16 1.8 “Claims Administrator” means Kroll Settlement Administration, LLC a company
17 experienced in administering class action claims generally and specifically those of the type provided
18 for and made in data breach litigation.

19 1.9 “Claims Deadline” means the deadline by which Settlement Class Members must submit
20 any valid Settlement Claims pursuant to ¶ 2.3. The Claims Deadline shall be ninety (90) days after the
21 Notice Commencement Date.

22 1.10 “Class Representatives” or “Plaintiffs” means Plaintiffs Matthew Rouillard, Kristy
23 Munden, Lee Wilkof, Steven Barr, and Massimiliano Furlan.

24 1.11 “Costs of Claims Administration” means all actual costs associated with or arising from
25 Claims Administration, the Notice Program, the administration of opt-outs, the administration of
26 objections. All Costs of Claims Administration shall be paid from the Settlement Fund.

27 1.12 “Court” means the United States District Court for the Central District of California.
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1 1.13 “Credit Monitoring and Identity-Protection Services” or “CyEx Medical Shield” means
2 the credit monitoring and identity-protection services through CyEx pursuant to ¶ 2.4.

3 1.14 “Data Incident” means the data security event that occurred between approximately
4 September 17 and September 18, 2024, during which unauthorized third parties gained access to certain
5 information maintained by Defendant. The accessed information included names, Social Security
6 numbers, and, in some instances, health information associated with claims, health insurance
7 information, and health plan participant identification numbers of approximately 94,000 individuals.

8 1.15 “Effective Date” shall have the meaning specified in Section 9.1.

9 1.16 “Final Approval Order” means the order of the Court that approves this Settlement
10 Agreement, provides for the release of the Released Claims, and makes such other final rulings as are
11 contemplated by this Settlement Agreement, which may or may not include approving payment of any
12 Service Awards and Class Counsel’s Attorneys’ Fees and Expenses Award. The Parties’ proposed form
13 of Final Approval Order is attached to this Settlement Agreement as **Exhibit F**.

14 1.17 “Judgment” means the judgment to be entered by the Court. The Judgment must be
15 substantially similar to the form of **Exhibit G**.

16 1.18 “Litigation” means the consolidated class action pending in the United States District
17 Court for the Central District of California, *In re SAG Health Data Breach Litigation*, Lead Case No.
18 2:24-cv-10503-MEMF-JPR, together with the related actions that were consolidated into it by the
19 Court’s order dated March 3, 2025. *See* ECF No. 24.

20 1.19 “Long Notice” means the long form notice of settlement to be posted on the Settlement
21 Website (as defined below), substantially in the form of **Exhibit B** to this Settlement Agreement.

22 1.20 “Notice Program” means the plan described in Section 3 for disseminating notice to
23 members of the Settlement Class of the terms of this Settlement Agreement and the Final Approval
24 Order.

25 1.21 “Notice Commencement Date” means thirty (30) days after the entry of the Preliminary
26 Approval Order.

27 1.22 “Objection Date” means the date by which the Settlement Class Members must mail to
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1 the Court or, in the alternative, file with the Court through the Court's electronic case filing ("ECF")
2 system their objection to the Settlement Agreement for that objection to be effective, which shall be
3 sixty (60) days from the Notice Commencement Date. The postmark date shall constitute evidence of
4 the date of mailing for these purposes.

5 1.23 "Opt-Out Date" means the date by which the Settlement Class Members must mail their
6 requests to be excluded from the Settlement Class for that request to be effective, which shall be sixty
7 (60) days from the Notice Commencement Date. The postmark date shall constitute evidence of the date
8 of mailing for these purposes.

9 1.24 "Person" means an individual, corporation, partnership, limited partnership, limited
10 liability company or partnership, association, joint stock company, estate, legal representative, trust,
11 unincorporated association, government or any political subdivision or agency thereof, and any business
12 or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, or
13 assignees.

14 1.25 "Preliminary Approval Order" means the order preliminarily approving the Settlement
15 Agreement and ordering that notice be provided to the Settlement Class. The Parties' proposed form of
16 Preliminary Approval Order is attached to this Settlement Agreement as **Exhibit E**.

17 1.26 "Released Claims" shall collectively mean any and all past, present, and future claims
18 and causes of action, including Plaintiffs' Unknown Claims, that either has been asserted, was asserted,
19 or could have been asserted, by any member of the Settlement Class against any of the Released Persons,
20 based on, relating to, concerning or arising out of the Data Incident or the allegations, transactions,
21 occurrences, facts, or circumstances alleged in or otherwise described in the Litigation as they relate to
22 the Data Incident. These include, without limitation, any claims arising under or premised upon any
23 statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province,
24 county, city, or municipality, including but not limited to: claims under 15 U.S.C. § 45 *et seq.* and all
25 similar federal or state statutes; all similar state consumer protection statutes; and any state or local
26 privacy, data breach, or data protection statutes, including those providing for statutory damages under
27 California laws, such as the California Consumer Privacy Act of 2018 ("CCPA"), Cal. Civ. Code §
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1 1798, *et seq.*, the California Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.*, and the
2 Confidentiality of Medical Information Act (“CMIA”), Cal. Civ. Code § 56.10. Released Claims also
3 include any common law claims, such as claims for negligence, breach of implied contract, unjust
4 enrichment, breach of warranty, and invasion of privacy. Released Claims further include, but are not
5 limited to, any and all claims for damages, injunctive relief, disgorgement, restitution, declaratory relief,
6 equitable relief, attorneys’ fees and expenses, pre-judgment interest, credit monitoring services, the
7 creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary
8 damages, restitution, and/or the appointment of a receiver, whether known or unknown, liquidated or
9 unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal
10 or equitable relief. Released Claims shall not include the right of any Settlement Class Member or any
11 of the Released Persons to enforce the terms of the settlement contained in this Settlement Agreement
12 and shall not include the claims of members of the Settlement Class Members who have timely excluded
13 themselves from the Settlement Class. For avoidance of doubt, “Released Claims” do not include
14 medical malpractice, or other bodily injury claims, or claims relating to labor relations.

15 1.27 “Released Persons” means Defendant and its past or present parents, subsidiaries,
16 divisions, and related or affiliated entities, of any nature whatsoever, whether direct or indirect, as well
17 as each of Defendant’s and these entities’ respective predecessors, successors, directors, officers,
18 principals, agents, attorneys, shareholders, servants, representatives, advisors, consultants, vendors,
19 partners, contractors, subrogees, insurers, and reinsurers.

20 1.28 “Reminder Notice” means a reminder notice, based on the Short Notice, sent via email
21 to members of the Settlement Class for whom Defendant possesses email addresses, and via a single
22 postcard to members of the Settlement Class for whom Defendant possesses physical addresses. This
23 Reminder Notice may be provided to the Settlement Class at least fourteen (14) days before the Claims
24 Deadline, at Class Counsel’s sole discretion.

25 1.29 “Settlement Claim(s)” means a claim for settlement benefits made under the terms of this
26 Settlement Agreement.

27 1.30 “Settlement Class” means all living persons who were mailed notification of the Data
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1 Incident indicating that their PII and/or PHI may have been impacted in the Data Incident that occurred
2 in SAG-AFTRA's system between September 17 to September 18, 2024, including all who were sent a
3 notice of the Data Incident. The Settlement Class specifically excludes: (i) Defendant and its respective
4 officers and directors; (ii) the Judge(s) to whom the action is assigned and any member of those Judges'
5 staffs or immediate family members; and (iii) any other Person found by a court of competent
6 jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity
7 occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

8 1.31 "Settlement Class Counsel" or "Class Counsel" means Gregory Haroutunian of Emery
9 Reddy, PC; John J. Nelson of Milberg Coleman Bryson Phillips Grossman PLLC; Yana Hart of
10 Clarkson Law Firm, P.C.

11 1.32 "Settlement Class Member(s)" means a Person(s) who falls within the definition of the
12 Settlement Class who does not timely and validly request exclusion from the Settlement Class.

13 1.33 "Settlement Fund" means a common settlement fund in the total amount of Nine Hundred
14 Fifty Thousand Dollars (\$950,000), established by Settlement Class Counsel pursuant to 26 C.F.R. §
15 1.468B-1, a qualified financial institution agreed upon by the Parties and the Claims Administrator.
16 Defendant shall deposit the Settlement Amount into the Settlement Fund, from which the following shall
17 be paid: (1) Valid Claims submitted by Settlement Class Members; (2) the Costs of Claims
18 Administration; (3) any Service Awards approved by the Court; and (4) any Attorneys' Fees and
19 Expenses Award approved by the Court.

20 1.34 "Settlement Remainder" means the funds that remain in the Settlement Fund after paying
21 (1) all Valid Claims; (2) all Costs of Claims Administration; (3) any incentive payments approved by
22 the Court to the Representative Plaintiffs; and (4) attorney's fees and costs as approved by the Court.

23 1.35 "Short Notice" means the short notice of the proposed class action settlement,
24 substantially in the form of **Exhibit C** and **Exhibit D** to this Settlement Agreement, which shall be
25 disseminated via email to Settlement Class Members for whom Defendant possesses email addresses,
26 or via a single postcard to those for whom Defendant possesses physical mailing addresses. The Short
27 Notice will direct recipients to the Settlement Website, where recipients may view the Long Notice and
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1 make a claim for monetary relief. The emailed version of the Short Notice will include a link to
2 download the Claim Form. The Short Notice will also provide the Settlement Class with instructions on
3 how to enroll in the Credit Monitoring and Identity-Protection Services Benefits explained below in ¶
4 2.4. The Short Notice will also inform the Settlement Class, *inter alia*, of the Claims Deadline, the Opt-
5 Out Date, Objection Date, and the date of the Final Fairness Hearing (if set prior to the Notice
6 Commencement Date).

7 1.36 “Short Notice Completion Date” means sixty (60) days after the entry of the Preliminary
8 Approval Order.

9 1.37 “United States” as used in this Settlement Agreement includes the District of Columbia
10 and all United States and territories.

11 1.38 “Unknown Claims” means any of the Released Claims that Plaintiffs, do not know or
12 suspect to exist in his/her favor at the time of the release of the Released Persons that, if known by him
13 or her, might have affected his or her settlement with, and release of, the Released Persons, or might
14 have affected his or her decision not to object to and/or to participate in this Settlement Agreement. With
15 respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date,
16 Plaintiffs intend to and expressly shall have and shall be deemed to have, and by operation of the Final
17 Approval Order shall have, released any and all Released Claims, including Unknown Claims, and
18 waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and
19 all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United
20 States (including, without limitation, California Civil Code § 1798.80 *et seq.*; Montana Code Ann. § 28-
21 1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which is
22 similar, comparable, or equivalent to California Civil Code § 1542, which provides:

23 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR
24 OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR
25 HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF
26 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR
27 HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

1 Plaintiffs, may hereafter discover facts in addition to, or different from, those that they, and any
2 of them, now know or believe to be true with respect to the subject matter of the Released Claims, but
3 Plaintiffs expressly shall have, upon the Effective Date, fully, finally and forever settled and released
4 any and all Released Claims, including Unknown Claims. The Parties acknowledge, and Plaintiffs shall
5 be deemed by operation of the Final Approval Order to have acknowledged, that the foregoing waiver
6 is a material element of the Settlement Agreement of which this release is a part.

7 1.39 “Valid Claims” means Settlement Claims in an amount approved by the Claims
8 Administrator.

9 1.40 All time periods herein stated in terms of “days” shall be in calendar days unless
10 otherwise expressly stated.

11 **2. Settlement Benefits**

12 2.1 In consideration of the release contained in this Settlement Agreement, and as a direct
13 result of the Litigation, and without admitting liability for any of the alleged acts or omissions alleged
14 in the Litigation, and in the interests of minimizing the costs inherent in any litigation, SAG-AFTRA
15 will perform all the following.

16 2.2 SAG-AFTRA will establish the Settlement Fund with the Claims Administrator as
17 follows: (a) within ten (10) days following the entry of the Preliminary Approval Order, the Claims
18 Administrator will execute SAG-AFTRA’s business associate agreement and Data Protection
19 Agreement; (b) within thirty (30) days following entry of the Preliminary Approval Order, SAG-
20 AFTRA will advance the amounts necessary to pay for the Notice Program and Claims Administration,
21 which amount shall be determined and requested by the Claims Administrator, and which advances will
22 be credited against the Settlement Fund; and (c) SAG-AFTRA will advance the balance of the
23 Settlement Fund by no later than thirty (30) days after the Effective Date.

24 2.3 All Class Members shall have the opportunity to submit a Claim Form for certain claimed
25 benefits. The claimed benefits, as described below, shall include: (a) Out-of-Pocket Losses; (b) *Pro Rata*
26 Cash Payments, and (c) Credit Monitoring and Identity-Protection Services. Any Valid Claim for one
27 benefit may be combined with a Valid Claim for any other. The priority for payment of claimed benefits
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1 will be as follows: (1) Out-of-Pocket Losses; and (2) *Pro Rata* Cash Payments. If the Settlement Fund
2 is insufficient to cover all Out-of-Pocket Losses, such claims shall be reduced *pro rata* to account for
3 the amount of remaining funds. Any remaining funds in the Settlement Fund, after payment of all
4 approved claims, Attorneys' Fees and Expenses, Service Awards, and the Costs of Claims
5 Administration, shall be distributed as *pro rata* amount to all valid Claimants. In addition to the benefits
6 paid from the Settlement Fund, all Settlement Class Members shall also be eligible to receive eighteen
7 (18) months of Credit Monitoring and Identity Protection Services through CyEx, as described in ¶ 2.4,
8 at no cost to them, and paid for by Defendant separate and apart from the Settlement Fund.

9 2.3.1 Out-of-Pocket Losses: All members of the Settlement Class who have suffered a proven
10 monetary loss and who submit a Valid Claim using the Claim Form are eligible for up to \$5,000 if: (1)
11 the loss is an actual, documented, and unreimbursed monetary loss; (2) the loss was caused by the Data
12 Security Incident; (3) the loss occurred between September 17, 2024, and the Claims Deadline; and (4)
13 the member of the Settlement Class made reasonable efforts to avoid, or seek reimbursement for, the
14 loss, including but not limited to exhaustion of all available credit monitoring insurance and identity
15 theft insurance, but was not previously reimbursed for the claimed expense or loss.

16 (a) Settlement Class Members who elect to submit a claim for reimbursement of Out-of- Pocket
17 Losses must provide to the Claims Administrator information required to evaluate the claim,
18 including: (1) the Settlement Class Member's name and current address; (2) documentation
19 reasonably supporting their claim; and (3) a brief description of the nature of the loss, if the
20 nature of the loss is not apparent from the documentation alone. Documentation supporting
21 Out-of-Pocket Losses can include receipts or other documentation not "self-prepared" by the
22 Settlement Class Member concerning the costs incurred. "Self-prepared" documents, such
23 as handwritten receipts, are not sufficient on their own to substantiate a claim, but may be
24 considered to clarify or support otherwise adequate documentation. In order to be an out-of-
25 pocket loss for which compensation can be claimed, the following conditions must be met:
26 (1) the loss is an actual, documented, and unreimbursed monetary loss; (2) the loss was
27 caused by the Data Incident; and (3) the loss occurred between the date of the Data Incident
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1 and the date of the Settlement Class Member's claim.. Claims for Out-of-Pocket Losses may
2 be reduced *pro rata* if insufficient funds remain in the Settlement Fund after the payment of
3 Attorneys' Fees and Expenses Award, any Service Awards, and the Costs of Claims
4 Administration. Failure to provide supporting documentation of the out-of-pocket expenses
5 referenced above, as requested on the Claim Form, shall result in the denial of a claim.
6 Disputes as to claims submitted under this paragraph are to be resolved pursuant to the
7 provisions stated herein.

8 2.3.2 Pro Rata Cash Payment and Distribution of the Settlement Remainder: Any remaining
9 funds in the Settlement Fund shall be distributed as a residual *pro rata* cash payment based on shares to
10 Settlement Class Members who submit a Valid Claim to receive this benefit, with each Claimant who
11 is not a California resident receiving one (1) share of the Settlement Remainder, and each Claimant who
12 is a California Resident receiving two (2) shares of the Settlement Remainder. Class Members
13 submitting a claim for reimbursement of documented out-of-pocket expenses shall be automatically
14 deemed to have requested this cash payment as well, regardless of the validity of their claim for
15 reimbursement of such losses and/or expenses. The enhanced allocation of shares for California
16 Residents is intended to account for and resolve claims for statutory damages that may be available to
17 California Residents under the CCPA, Cal. Civ. Code § 1798, *et seq*, and CMIA, Cal. Civ. Code § 56.10.
18 To qualify as a California Resident for the purposes of this benefit, Settlement Class Members will have
19 to provide proof of California residency. A sworn attestation shall satisfy the proof requirement for
20 California residency. All Class Members may submit claims for a share of the Settlement Remainder
21 (or for two shares, in the case of California Residents), regardless of whether they have incurred any
22 out-of-pocket losses related to the Data Security Incident. In the unexpected event that the Settlement
23 Fund is insufficient to cover the value of the Valid Claims, the Valid Claims shall be reduced *pro rata*
24 on an equal percentage basis as necessary to bring the cost within the Settlement Fund.

25 2.3.3 Claim Form Submission: Settlement Class Members submitting a claim for Out-of-
26 Pocket Losses, and/or a *Pro Rata* Cash Payment, must complete and submit a Claim Form to the Claims
27 Administrator, postmarked or submitted online on or before the Claims Deadline. A Claim Form being
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1 filed for the Out-of-Pocket Losses reimbursement must be verified by the Settlement Class Member
2 with a statement that his or her claim is true and correct, to the best of his or her knowledge and belief,
3 and is being made under penalty of perjury. Notarization is not required. Failure to provide supporting
4 documentation of the out-of-pocket expenses referenced above, as requested on the Claim Form, shall
5 result in the denial of a claim. Disputes as to claims submitted under this paragraph are to be resolved
6 pursuant to the provisions stated in ¶ 2.6.

7 2.4 Credit Monitoring and Identity-Protection Services Benefit: All members of the
8 Settlement Class are eligible to receive eighteen (18) months of CyEx Medical Shield Complete
9 (“CyEx Medical Shield”), a medical information protection and monitoring service offered through
10 CyEx. Such services shall be added consecutively to any credit monitoring services that a Settlement
11 Class Member has already received from SAG-AFTRA as a result of the Data Incident. This service
12 monitors medical and healthcare data to determine whether consumers’ private health information is
13 at risk or has been exposed to medical fraud and comes with single-bureau credit monitoring. The
14 activation codes for CyEx Medical Shield will be provided to every Settlement Class Member on their
15 Short Notice. Credit Monitoring and Identity-Protection Services can be obtained by all Settlement
16 Class Members without the need to file a claim with the Claims Administrator and regardless of
17 whether they submit a claim for a monetary payment under the settlement. SAG-AFTRA will pay for
18 the costs for such services separately and apart from the Settlement Fund, with the cost to be negotiated
19 between SAG-AFTRA and CyEx.

20 2.5 Business Practice Commitments: SAG-AFTRA shall take, maintain, or continue the
21 implementation of certain administrative and technical cybersecurity measures in furtherance of
22 securing personal information within its platform. SAG-AFTRA shall provide a declaration describing
23 the specific administrative and technical cybersecurity measures, and the costs of those measures. For
24 security purposes, however, these measures will remain confidential but may be produced for *in camera*
25 review should the Court request it. Defendant agrees that such improvements, intended to further secure
26 personal information in its continued possession from future cyberattacks, are a material benefit to the
27 class and agrees that these measures or substantially similar measures shall remain in place for at least
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three (3) years following the date the court approves the settlement.

2.6 Validity of Claims.

2.6.1 The Claims Administrator, in its sole discretion to be reasonably exercised, will determine whether: (1) the Claimant is a Settlement Class Member; and (2) the Claimant has provided all information needed to complete the Claim Form, including any documentation that may be necessary to reasonably support a claim for Out-of-Pocket Losses, pursuant to ¶¶ 2.3.1 and 2.6. Subject to ¶ 2.6, the Claims Administrator may, at any time, request from the Claimant, in writing, additional information as the Claims Administrator may reasonably require in order to evaluate the claim, e.g., documentation requested on the Claim Form, information regarding the claimed expenses, and claims previously made for identity theft and the resolution thereof.

2.6.2 Upon receipt of an incomplete or unsigned Claim Form, the Claims Administrator shall request additional information and give the Claimant thirty (30) days to cure the defect before rejecting the claim. If the defect is not cured to the satisfaction of the Claims Administrator, then the claim will be deemed invalid, there shall be no obligation to pay the defective claim, and the claim shall not be considered a Valid Claim.

2.6.3 For a Claim Form for an Out-of-Pocket Loss that is not accompanied by sufficient documentation to support the claimed expenses, within thirty (30) days after the Claims Deadline, the Claims Administrator shall request additional information and give the claimant thirty (30) days to cure the defect before rejecting the claim, in whole or in part. If the defect is not cured to the satisfaction of the Claims Administrator, then any claim for Out-of-Pocket Losses under section ¶ 2.3.1 will be deemed invalid to the extent the documentation does not support the claim and as a Valid Claim to the extent the documentation supports the claim. Following receipt of additional information requested by the Claims Administrator, the Claims Administrator shall have thirty (30) days to accept, in whole or lesser amount, or reject each claim. To the extent the claim is deemed invalid by the Claims Administrator, there will be no obligation to pay the claim, and it will not be considered a Valid Claim. Notwithstanding the foregoing, the failure to provide sufficient information to support a claim for Out-of-Pocket Losses shall have no impact on a claimant's eligibility for a *Pro Rata* Cash Payment and CyEx Medical Shield.

1 2.7 Settlement Checks. If a Settlement Class Member opts for payment via mailed check, all
2 settlement checks shall be void ninety (90) days after issuance and shall bear the language: “This check
3 must be cashed within ninety (90) days, after which time it is void.” If a check becomes void, the
4 Settlement Class Member shall have until six (6) months after the Effective Date to request re-issuance.
5 If no request for re-issuance is made within this period, the Settlement Class Member will have failed to
6 meet a condition precedent to recovery of payment on his/her claim, the Settlement Class Member’s
7 right to receive monetary relief shall be extinguished, and neither the Settlement Fund, Claims
8 Administrator, Defendant nor Settlement Class Counsel shall have any obligation to make payments to
9 the Settlement Class Member on the claim. The same provisions shall apply to any re-issued check. For
10 any checks that are issued or re-issued for any reason more than one hundred eighty (180) days after the
11 Effective Date, requests for re-issuance need not be honored after such checks become void.

12 2.8 Payment of Valid Claims. All Valid Claims shall be paid, whether by mailed check or
13 electronic distribution, within thirty (30) days of the Effective Date, or within thirty (30) days of the date
14 that the claim is approved, whichever is later.

15 2.9 Settlement Class Certification. The Parties agree, for purposes of this settlement only, to
16 the certification of the Settlement Class. If the settlement set forth in this Settlement Agreement is not
17 approved by the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms
18 of this Settlement Agreement, this Settlement Agreement, and the certification of the Settlement Class
19 provided for herein, will be vacated and the Litigation shall proceed as though the Settlement Class had
20 never been certified, without prejudice to any Party’s position on the issue of class certification or any
21 other issue. The Parties’ agreement to the certification of the Settlement Class is also without prejudice
22 to any position asserted by the Parties in any other proceeding, case, or action, as to which all of their
23 rights are specifically preserved.

24 **3. Order of Preliminary Approval and Publishing of Notice of Final Approval**
25 **Hearing.**

26 3.1. As soon as practicable after the execution of the Settlement Agreement, Class Counsel
27 shall submit this Settlement Agreement to the Court, and Class Counsel will file a motion for preliminary
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1 approval of the settlement with the Court requesting entry of a Preliminary Approval Order in the form
2 substantially similar to **Exhibit E**, requesting, *inter alia*:

- 3 a) certification of the Settlement Class for settlement purposes only pursuant to ¶ 2.9;
- 4 b) preliminary approval of the Settlement Agreement as set forth herein;
- 5 c) appointment of Class Counsel as Settlement Class Counsel;
- 6 d) appointment of Plaintiffs as Class Representatives;
- 7 e) approval of the Short Notice to be emailed or mailed to Settlement Class Members
8 in a form substantially similar to the one attached as **Exhibit C** and **Exhibit D** to
9 this Settlement Agreement;
- 10 f) approval of the Long Notice to be posted on the Settlement Website in a form
11 substantially similar to the one attached as **Exhibit B** to this Settlement
12 Agreement, which, together with the Short Notice, shall include a fair summary
13 of the parties' respective litigation positions, statements that the settlement and
14 notice of settlement are legitimate and that the Settlement Class is entitled to
15 benefits under the settlement, the general terms of the settlement set forth in the
16 Settlement Agreement, instructions for how to object to or opt-out of the
17 settlement, instructions for how to obtain the Credit Monitoring and Identity-
18 Protection Services Benefit, the process and instructions for making claims to the
19 extent contemplated herein, and the date, time and place of the Final Approval
20 Hearing;
- 21 g) approval of a Claim Form to be used by Settlement Class Members to make a
22 claim in a form substantially similar to the one attached as **Exhibit A** to this
23 Settlement Agreement; and
- 24 h) appointment of Kroll Settlement Administration, LLC as the Claims
25 Administrator.

26 3.2 Notice Program. The Short Notice, Long Notice, and Claim Form have been reviewed
27 and approved by the Claims Administrator but may be revised as agreed upon by the Parties prior to
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1 submission to the Court for approval. Non-substantive revisions to these documents may also be made
2 by the Parties prior to dissemination of notice.

3 3.3 The Settlement Fund shall be used to pay for providing notice to the Settlement Class in
4 accordance with the Preliminary Approval Order, and the costs of such notice, together with the other
5 costs of Claims Administration. Attorneys' fees, costs, and expenses of Class Counsel, and any Service
6 Awards to the Class Representative, as approved by the Court, shall be paid by Settlement Fund as set
7 forth in Section 7 below. Notice shall be provided to the Settlement Class by the Claims Administrator
8 as follows:

- 9 a) *Class Member Information:* No later than fourteen (14) days after entry of the
10 Preliminary Approval Order, SAG-AFTRA shall provide the Claims
11 Administrator with the names, email addresses, and any last known physical
12 address of each Settlement Class Member (collectively, "Class Member
13 Information") that Defendant possesses.
- 14 b) The Class Member Information and its contents shall be used by the Claims
15 Administrator solely for the purpose of performing its obligations pursuant to this
16 Agreement and shall not be used for any other purpose at any time. Except to
17 administer the settlement as provided in this Settlement Agreement or provide all
18 data and information in its possession to the Parties upon request, the Claims
19 Administrator shall not reproduce, copy, store, or distribute in any form,
20 electronic or otherwise, the Class Member Information. The Claims
21 Administrator shall delete all information associated with this Litigation when it
22 no longer has a legal requirement to retain such data.
- 23 c) *Settlement Website:* Prior to the dissemination of the Class Notice, the Claims
24 Administrator shall establish a settlement website that will inform members of
25 the Settlement Class of the terms of this Agreement, their rights, dates, deadlines,
26 and related information ("Settlement Website"). The Settlement Website shall
27 include, in .pdf format and available for download, the following: (i) the Long
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1 Notice; (ii) the Claim Form; (iii) the Preliminary Approval Order; (iv) this
2 Agreement; and (vi) any other materials agreed upon by the Parties and/or
3 required by the Court. The Settlement Website shall provide Settlement Class
4 Members with the ability to complete and submit the Claim Form electronically.
5 The Settlement Website shall be activated by the Notice Commencement Date
6 and shall remain active until one hundred and eighty (180) days after the Effective
7 Date.

8 d) *Short Notice:* By the Notice Commencement Date, the Claims Administrator will
9 begin providing the Short Notice to the Settlement Class, which provision shall
10 be substantially completed by the Short Notice Completion Date. Subject to the
11 requirements of this Settlement Agreement and the Preliminary Approval Order,
12 the Claims Administrator will provide the Short Notice to the Settlement Class as
13 follows:

- 14 i. Via email to those members of the Settlement Class for whom SAG-
15 AFTRA has email addresses;
- 16 ii. Via U.S. mail to all Settlement Class Members for whom SAG-AFTRA
17 provided a postal address and for whom SAG-AFTRA does not have
18 email addresses. Before any mailing under this Paragraph occurs, the
19 Claims Administrator shall run the postal addresses of Settlement Class
20 Members through the United States Postal Service (“USPS”) National
21 Change of Address database to update any change of address on file with
22 the USPS;
- 23 iii. in the event that a mailed Short Notice is returned to the Claims
24 Administrator by the USPS because the address of the recipient is no
25 longer valid, and the envelope contains a forwarding address, the Claims
26 Administrator shall re-send the Short Notice to the forwarding address
27 within seven (7) days of receiving the returned Short Notice;

1 iv. in the event that subsequent to the first mailing of a Short Notice, and at
2 least fourteen (14) days prior to the Opt-Out and Objection Deadline, a
3 Short Notice is returned to the Claims Administrator by the USPS because
4 the address of the recipient is no longer valid, i.e., the envelope is marked
5 “Return to Sender” and does not contain a new forwarding address, the
6 Claims Administrator shall perform a standard skip trace, in the manner
7 that the Claims Administrator customarily performs skip traces, in an
8 effort to attempt to ascertain the current address of the particular
9 Settlement Class Member in question and, if such an address is
10 ascertained, the Claims Administrator will re-send the Short Notice within
11 seven (7) days of receiving such information. This shall be the final
12 requirement for mailing.

13 e) *Publishing*: On or before the Notice Commencement Date, the Claim Form, Long
14 Notice, and this Settlement Agreement will be posted on the Settlement Website,
15 as specified in the Preliminary Approval Order, and maintaining and updating the
16 website throughout the claim period as provided in Section 3.3(c);

17 f) *Reminder Notice*: Providing the Settlement Class with a Reminder Notice at least
18 fourteen (14) days before the Claims Deadline, if Class Counsel elects to have
19 such a notice sent;

20 g) *Toll-Free Help Line*: A toll-free help line with a live operator shall be made
21 available to provide members of the Settlement Class with additional information
22 about the settlement. The Claims Administrator will also provide copies of the
23 Long Notice and paper Claim Form, as well as this Settlement Agreement, upon
24 request; and

25 h) *Compliance Declaration*: Contemporaneously with seeking Final Approval of the
26 Settlement, Class Counsel and Defendant shall cause to be filed with the Court
27 an appropriate affidavit or declaration attesting to compliance with the notice
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provisions set forth in this Settlement Agreement.

3.4 The Short Notice, Long Notice, and other applicable communications to the Settlement Class may be adjusted by the Claims Administrator in consultation and agreement with the Parties as may be reasonable and not inconsistent with such approval. The Notice Program shall commence within forty-five (45) days after entry of the Preliminary Approval Order and shall be substantially completed within sixty (60) days after entry of the Preliminary Approval Order.

3.5 The Parties, through their respective counsel, shall request that the Court hold a hearing (the “Final Approval Hearing”) no less than 120 days after the Preliminary Approval Order and grant final approval of the settlement set forth herein. Class Counsel shall file a Motion for Final Approval at least thirty (30) days before the Final Approval Hearing (or at such other time as ordered by the Court). The Parties agree that the Preliminary Approval Hearing and Final Approval Hearing may be held remotely.

4. Opt-Out Procedures

4.1 Each Person wishing to opt-out of the Settlement Class shall individually sign (with a physical or electronic equivalent signature) and timely submit a written notice to the Claims Administrator of such intent by (a) mailing it with a postmark by the Opt-Out Date to the designated Post Office box established by the Claims Administrator or (b) emailing it to the Claims Administrator using the email address provided on the Settlement Website. To be effective, the written opt-out notice must include the following: (a) the requestor’s name, address and email address; (b) the requestor’s physical signature; (c) the name and number of this Litigation (e.g., “*In re SAG Health Data Breach Litigation*, Lead Case No. 2:24-cv-10503-MEMF-JPR (C.D. Cal.)”); and (4) a statement that clearly manifests his or her wish to be excluded from the Settlement Class for purposes of this Settlement. To be effective, written notice must be postmarked or emailed no later than the Opt-Out Date.

4.2 All Persons who submit valid and timely notices of their intent to opt out and not be a Settlement Class Member, as set forth in ¶ 4.1 above, referred to herein as “Opt-Out(s),” shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not opt out of the Settlement Class in the manner set forth

1 in ¶ 4.1 above shall be bound by the terms of this Settlement Agreement and Final Approval Order
2 entered thereon.

3 4.3 Persons submitting an Opt-Out are not entitled to any benefits of this Settlement under ¶
4 4.2. Any Settlement Class Member who submits an Opt-Out and a Claim Form shall not be entitled to
5 receive any monetary payment, and his or her claim shall not be considered a Valid Claim.

6 **5. Objection Procedures**

7 5.1 Each Settlement Class Member desiring to object to the Settlement Agreement shall submit
8 a timely written notice of his or her objection by the Objection Date. All written objections and
9 supporting papers must be submitted to the Claims Administrator by (a) mailing it with a postmark by
10 the Objection Date to the designated Post Office box established by the Claims Administrator or (b)
11 emailing it to the Claims Administrator using the email address provided on the Settlement Website. To
12 be effective all objections shall clearly state: (i) the objector's full name and address; (ii) the case name
13 and number, *In re SAG Health Data Breach Litigation*, Case No. 2:24-cv-10503 (C.D. Cal.); (iii)
14 information identifying the objector as a Settlement Class Member, including proof that the objector is
15 a member of the Settlement Class (e.g., copy of the objector's settlement notice, copy of original notice
16 of the Data Incident, or a statement explaining why the objector believes he or she is a Settlement Class
17 Member); (iv) a written statement of all grounds for the objection, accompanied by any legal support for
18 the objection the objector believes applicable; (v) the identity of any and all counsel representing the
19 objector in connection with the objection; (vi) a statement whether the objector and/or his or her counsel
20 will appear at the Final Approval Hearing; and (vii) the objector's signature or the signature of the
21 objector's duly authorized attorney or other duly authorized representative (if any) representing him or
22 her in connection with the objection.

23 5.2 Any Settlement Class Member who fails to comply with the requirements for objecting
24 in ¶ 5.1 shall waive and forfeit any and all rights he or she may have to appear separately and/or to object
25 to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all
26 proceedings, orders and judgments in the Litigation. The exclusive means for any challenge to the
27 Settlement Agreement shall be through the provisions of ¶ 5.1. Without limiting the foregoing, any
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1 challenge to the Settlement Agreement or the Final Approval Order approving this Settlement
2 Agreement shall be pursuant to appeal under the Federal Rules of Civil Procedure and not through a
3 collateral attack.

4 **6. Releases**

5 6.1 Upon the Effective Date, each Settlement Class Member and Plaintiffs, shall be deemed
6 to have, and by operation of the Final Approval Order shall have fully, finally, and forever released,
7 relinquished, and discharged all Released Claims, and including Unknown Claims for Plaintiffs. Further,
8 upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member and
9 Plaintiff, shall, either directly, indirectly, representatively, as a member of or on behalf of the general
10 public or in any capacity, be permanently barred from commencing, prosecuting, or participating in any
11 recovery in any action in this or any other forum (other than participation in the settlement as provided
12 herein) in which any of the Released Claims is asserted.

13 **7. Class Counsel's Attorneys' Fees, Costs, and Expenses; Service Awards to Class**
14 **Representatives.**

15 7.1 The Parties did not discuss the amount of Attorneys' Fees and Expenses Award and/or
16 Service Awards to Plaintiffs, as provided for in ¶¶ 7.2 and 7.3.

17 7.2 Fourteen (14) days prior to the Objection Date, Class Counsel shall file a motion
18 requesting Court approval of an award of reasonable attorneys' fees in an amount up to thirty-three and
19 one-third percent (33.3%) of the Settlement Fund, as well as reimbursement of a reasonable amount of
20 litigation costs and expenses. The amount of any Attorneys' Fees and Expenses Award shall be
21 determined by the Court. Class Counsel shall have sole discretion to allocate and distribute any Court-
22 awarded attorneys' fees, costs, and expenses among themselves.

23 7.3 Subject to Court approval, Class Counsel will move the court for service awards to the
24 Class Representatives of up to \$2,500 each (the "Service Awards"). The amount of the Service Awards
25 shall be determined by the Court. Any request for such award of Service Payments must be filed at least
26 fourteen (14) days prior to the Objection Deadline.

27 7.4 It is not a condition of this Settlement Agreement that any particular amount of
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1 attorneys' fees, costs, or expenses or Service Awards be approved by the Court, or that such fees, costs,
2 expenses, or awards be approved at all. Any order or proceeding relating to the amount of any award of
3 attorneys' fees, costs, or expenses or Service Payments, or any appeal from any order relating thereto,
4 or reversal or modification thereof, shall not operate to modify, terminate, or cancel this Settlement
5 Agreement, or affect or delay the finality of the Final Approval Order and the Judgment.

6 7.5 If awarded by the Court, the Claims Administrator shall pay from the Settlement Fund
7 any Attorneys' Fees and Expenses Award and any Service Awards to the Class Representatives, as set
8 forth in ¶¶ 7.2 and 7.3, in the amounts approved by the Court.

9 7.6 Any Attorneys' Fees and Expenses Award shall be paid by the Settlement
10 Administrator in the amount approved by the Court, within fourteen (14) days after the entry of the
11 Court's order awarding the Attorneys' Fees and Expenses, notwithstanding any appeal.

12 7.7 In the event the Court declines to approve, in whole or in part, the payment of Service
13 Payments in the amounts requested, the remaining provisions of this Agreement shall remain in full
14 force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the
15 Court, concerning the amount of a Service Payment shall constitute grounds for cancellation or
16 termination of this Agreement.

17 7.8 In the event (a) the Final Approval Order and Judgment (or the order awarding
18 Attorneys' Fees and Expenses) is reversed, vacated, modified, and/or remanded for further proceedings
19 or otherwise disposed of in any manner other than one resulting in an affirmance, (b) Class Counsel
20 have served a fully executed Stipulated Undertaking and Order, and (c) Class Counsel have been paid
21 the Attorneys' Fees and Expenses by the Settlement Administrator, then Class Counsel (or, as
22 applicable, any and all successor(s) or assigns of their respective firms) shall, within 15 Business Days
23 of such event, (i) repay to Defendant, as applicable, the full amount of the Attorneys' Fees and Expenses
24 paid to them (without interest), or (ii) repay to Defendant the amount by which the award of Attorneys'
25 Fees and Expenses has been reduced, without interest. Class Counsel (or, as applicable, any and all
26 successor(s) or assigns of their firm) shall be liable for repayment of their share of the Attorneys' Fees
27 and Expenses.

1 **8. Administration of Claims**

2 8.1 The Claims Administrator shall administer and calculate the claims submitted by
3 Settlement Class Members under ¶¶ 2.3 and 2.4. Class Counsel and Defendant shall be given reports as
4 to both claims and distribution and have the right to review and obtain supporting documentation and
5 challenge such reports if they believe them to be inaccurate or inadequate. The Claims Administrator's
6 determination of whether a Settlement Claim is a Valid Claim shall be binding.

7 8.2 All Settlement Class Members who fail to timely submit a claim for any benefits
8 hereunder within the timeframes set forth herein, or such other period as may be ordered by the Court,
9 or otherwise allowed, shall be forever barred from receiving any payments or benefits pursuant to the
10 settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of
11 the Settlement Agreement, the releases contained herein and the Final Approval Order.

12 8.3 No Person shall have any claim against the Claims Administrator, Defendant, Class
13 Counsel, the Class Representative, and/or Defendant's counsel based on distributions of benefits to
14 Settlement Class Members.

15 8.4 Within ten (10) business days following the Court's entry of the Preliminary Approval
16 Order and pursuant thereto, the Claims Administrator on behalf of the Defendant shall cause a CAFA
17 Notice to be served upon the appropriate State and Federal officials. All expenses incurred in connection
18 with the preparation and service of the CAFA Notice shall be borne by Defendant and under no
19 circumstances will be borne by Plaintiff, or Class Counsel.

20 8.5 The funds provided by SAG-AFTRA to the Claims Administrator will be maintained
21 by an escrow agent as a Court-approved Qualified Settlement Fund pursuant to Section 1.468B-1, *et*
22 *seq.*, of the Treasury Regulations promulgated under Section 468B of the Internal Revenue Code of
23 1986, as amended, and shall be deposited in an interest-bearing account insured by the Federal Deposit
24 Insurance Corporation ("FDIC") at a financial institution approved by the Parties. Funds may be placed
25 in a non-interest bearing account as may be reasonably necessary during the check clearing process.

26 **9. Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination**

27 9.1 The Effective Date shall be one Business Day following the latest of: (i) the date upon
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1 which the time expires for filing or noticing any appeal or seek permission to appeal from the Final
2 Approval Order and Judgment; (ii) if there is an appeal or appeals, the date of completion, the date of
3 completion, in a manner that finally affirms and leaves in place the Judgment without any material
4 modification, of all proceedings arising out of the appeal(s) (including, but not limited to, the expiration
5 of all deadlines for motions for reconsideration or petitions for review and/or certiorari, all proceedings
6 ordered on remand, and all proceedings arising out of any subsequent appeal(s) following decisions on
7 remand); or (iii) the date of final dismissal of any appeal or the final dismissal of any proceeding on
8 certiorari with respect to the Judgment.

9 9.2 If the Court does not approve the Settlement Agreement or the Effective Date does not
10 occur for any reason, the Settlement Agreement shall be canceled and terminated subject to ¶ 9.4 unless
11 Class Counsel and Defendant's counsel mutually agree in writing to proceed with the Settlement
12 Agreement.

13 9.3 Within seven (7) days after the Opt-Out Date and Objection Date, the Claims
14 Administrator shall furnish to Class Counsel and to Defendant's counsel a complete list of all timely
15 and valid requests for exclusion (the "Opt-Out List") and provide all documents submitted in connection
16 with any timely submitted Objection.

17 9.4 In the event that more than 50 members of the Settlement Class submit timely and valid
18 requests for exclusion, Defendant may, by notifying Class Counsel and the Court in writing, within five
19 business days from the date the Claims Administrator provides written notice to Defendant of the
20 number of opt-outs, void this Settlement Agreement. If Defendant voids the Settlement Agreement,
21 Defendant shall be obligated to pay all settlement expenses already incurred, excluding any attorneys'
22 fees, costs, and expenses of Class Counsel and service awards, and shall not at any time seek recovery
23 of same from any other party to the Litigation or from counsel to any other party to the Litigation.

24 9.5 In the event that the Settlement Agreement or the releases set forth in Section 6 above
25 are not approved by the Court, the Effective Date does not occur for any reason, or the settlement set forth
26 in the Settlement Agreement is terminated in accordance with its terms, (i) the Parties shall be restored
27 to their respective positions in the Litigation and shall jointly request that all scheduled litigation deadlines
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1 be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel, and (b) the
2 terms and provisions of the Settlement Agreement shall have no further force and effect with respect to
3 the Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any
4 judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall
5 be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Settlement Agreement to the
6 contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount
7 of attorneys' fees, costs, expenses, and/or service awards shall constitute grounds for cancellation or
8 termination of the Settlement Agreement. Further, notwithstanding any statement in this Settlement
9 Agreement to the contrary, the Settlement Fund shall be used to pay any Costs of Claims Administration
10 that have already been incurred by the Claims Administrator, and the remaining Settlement Fund shall
11 be paid back to Defendant.

12 **10. Miscellaneous Provisions**

13 10.1 The Parties (i) acknowledge that it is their intent to consummate this Agreement; and
14 (ii) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and
15 conditions of this Settlement Agreement, and to exercise their best efforts to accomplish the terms and
16 conditions of this Settlement Agreement.

17 10.2 The Parties intend this settlement to be a final and complete resolution of all disputes
18 between them with respect to the Litigation. The settlement compromises claims that are contested and
19 shall not be deemed an admission by any Party as to the merits of any claim or defense. The Parties
20 agree that the settlement was negotiated in good faith by the Parties, and reflects a settlement that was
21 reached voluntarily after consultation with competent legal counsel. The Parties reserve their right to
22 rebut, in a manner that such party determines to be appropriate, any contention made in any public forum
23 that the Litigation was brought or defended in bad faith or without a reasonable basis. It is agreed that
24 no Party shall have any liability to any other Party as it relates to the Litigation, except as set forth herein.

25 10.3 Neither the Settlement Agreement, nor the settlement contained herein, nor any act
26 performed or document executed pursuant to or in furtherance of the Settlement Agreement or the
27 settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity
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1 or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Persons;
2 or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission
3 of any of the Released Persons in any civil, criminal or administrative proceeding in any court,
4 administrative agency or other tribunal. Any of the Released Persons may file the Settlement Agreement
5 and/or the Final Approval Order in any action that may be brought against them or any of them in order
6 to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good
7 faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or
8 similar defense or counterclaim.

9 10.4 The Settlement Agreement may be amended or modified only by a written instrument
10 signed by or on behalf of all Parties or their respective successors-in-interest.

11 10.5 The exhibits to this Settlement Agreement and any exhibits thereto are a material part
12 of the Settlement and are incorporated and made a part of the Agreement.

13 10.6 This Settlement Agreement, including all exhibits hereto, contains the entire
14 understanding between Defendant and Plaintiffs regarding the payment of the Litigation settlement and
15 supersedes all previous negotiations, agreements, commitments, understandings, and writings between
16 Defendant and Plaintiffs in connection with the payment of the Litigation settlement. Except as
17 otherwise provided herein, each party shall bear its own costs. This Settlement Agreement supersedes
18 all previous agreements made between Defendant and Plaintiff.

19 10.7 Class Counsel, on behalf of the Settlement Class, are expressly authorized by the Class
20 Representatives to take all appropriate actions required or permitted to be taken by the Settlement Class
21 pursuant to the Settlement Agreement to effectuate its terms, and also are expressly authorized to enter
22 into any modifications or amendments to the Settlement Agreement on behalf of the Settlement Class
23 which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure
24 fairness to the Settlement Class.

25 10.8 Each counsel or other Person executing the Settlement Agreement on behalf of any
26 party hereto hereby warrants that such Person has the full authority to do so.

27 10.9 The Settlement Agreement may be executed in one or more counterparts. All executed
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1 counterparts and each of them shall be deemed to be one and the same instrument. A complete set of
2 original executed counterparts shall be filed with the Court.

3 10.10 The Settlement Agreement shall be binding upon, and inure to the benefit of, the
4 successors and assigns of the parties hereto.

5 10.11 The Court shall retain jurisdiction with respect to implementation and enforcement of
6 the terms of the Settlement Agreement, and all parties hereto submit to the jurisdiction of the Court for
7 purposes of implementing and enforcing the settlement embodied in the Settlement Agreement. The
8 Court shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or
9 relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the
10 Parties. The Court shall retain jurisdiction with respect to the administration, consummation and
11 enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the
12 Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the
13 Notice and the Claims Administrator. As part of its agreement to render services in connection with this
14 Settlement, the Claims Administrator shall consent to the jurisdiction of the Court for this purpose.

15 10.12 As used herein, “he” means “he, she, they, or it;” “his” means “his, hers, theirs, or its,”
16 and “him” means “him, her, them, or it.”

17 10.13 The Settlement Agreement shall be considered to have been negotiated, executed, and
18 delivered, and to be wholly performed, in the State of California, and the rights and obligations of the
19 parties to the Settlement Agreement shall be construed and enforced in accordance with, and governed
20 by, the internal, substantive laws of the State of California.

21 10.14 All dollar amounts are in United States dollars (USD).

22 10.15 All agreements made and orders entered during the course of the Litigation relating to
23 the confidentiality of information shall survive this Settlement Agreement, including but not limited to
24 those relating to all information exchanged for purposes of mediation or under the auspices of Federal
25 Rule of Evidence 408 and California Evidence Code §1119. Defendant shall not be liable for any
26 additional attorneys’ fees and expenses of any Settlement Class Members’ counsel, including any
27 potential objectors or counsel representing a Settlement Class Member individually, other than what is
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1 expressly provided for in this Agreement. Class Counsel agree to hold Defendant harmless from any
2 claim regarding the division of any award of attorneys' fees and expenses to Class Counsel, and any
3 claim that the term "Class Counsel" fails to include any counsel, Person, or firm who claims that they
4 are entitled to a share of any attorneys' fees or expense awarded to Class Counsel in this lawsuit.

5 10.16 Except as required by law or any other disclosure obligations, or as provided herein,
6 the Parties, and the Parties' counsel, shall not issue any press releases or make any postings on social
7 media about this case or the Settlement; however, Defendant may respond to relevant posts on
8 Defendant's Website or social media sites, and a Party or the Party's counsel may also respond to any
9 incoming press inquiry about this case or the Settlement with a responsive statement approved in
10 advance by the opposing Party or the opposing Party's counsel. Counsel for the Parties may identify this
11 case, its nature, and the fact that it settled on their personal or firm resumes and on their websites.

12 10.17 The attached **Appendix A** compiles the dates and deadlines established by this
13 Agreement. The Appendix is provided for convenience and should not be interpreted to alter the
14 substance of this Agreement in any way.

15 IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be
16 executed, by their duly authorized attorneys.

17 **AGREED TO BY:**

18
19 **Plaintiff, Matthew Rouillard**

20 

21 Date: 11 / 13 / 2025

22
23 **Plaintiff, Kristy Munden**

24 _____

25 Date:

26 **Defendant, SAG-AFTRA Health Plan**

27 By: _____

28 Its: _____

Date: _____

1 expressly provided for in this Agreement. Class Counsel agree to hold Defendant harmless from any
2 claim regarding the division of any award of attorneys' fees and expenses to Class Counsel, and any
3 claim that the term "Class Counsel" fails to include any counsel, Person, or firm who claims that they
4 are entitled to a share of any attorneys' fees or expense awarded to Class Counsel in this lawsuit.

5 10.16 Except as required by law or any other disclosure obligations, or as provided herein,
6 the Parties, and the Parties' counsel, shall not issue any press releases or make any postings on social
7 media about this case or the Settlement; however, Defendant may respond to relevant posts on
8 Defendant's Website or social media sites, and a Party or the Party's counsel may also respond to any
9 incoming press inquiry about this case or the Settlement with a responsive statement approved in
10 advance by the opposing Party or the opposing Party's counsel. Counsel for the Parties may identify this
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18 **AGREED TO BY:**

19 **Plaintiff, Matthew Rouillard**

**Defendant, SAG-AFTRA Health
Plan**

20 _____
21 Date:

By: _____

Its: _____

22
23 **Plaintiff, Kristy Munden**

Date: _____

24 
25 _____

26 Date: 11 / 10 / 2025

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18 **AGREED TO BY:**

19 **Plaintiff, Matthew Rouillard**

20 _____

21 Date:

22
23 **Plaintiff, Kristy Munden**

24 _____

25 Date:

26
27 **Defendant, SAG-AFTRA Health
Plan**

28 By: Amanda Bernard

Its: Director of Participant Benefits

Date: 11/12/25

1 **Plaintiff, Lee Wilkof**

2  (Nov 11, 2025 11:38:17 EST)

3 Date: 11/11/2026

4
5 **Plaintiff, Steven Barr**

6 _____
7 Date:

8
9 **Plaintiff, Massimiliano Furlan**

10 _____
11 Date:

12 **APPROVED AS TO FORM AND CONTENT:**

13
14 DATED:

DATED:

15
16 By: _____
17 Gregory Haroutunian (SBN 330263)
18 **EMERY REDDY, PC**
19 600 Stewart Street, Suite 1100
20 Seattle, WA 98101
21 Tel: (916) 995-5968
22 gregory@emeryreddy.com

23 DATED:

By: _____
Raymond O. Aghaian (SBN 218924)
BAKER & HOSTETLER LLP
Sean P. Killeen (SBN 320644)
Casie D. Collignon (*Pro Hac Vice*
pending)
1900 Avenue of the Stars, Ste. 2700
Los Angeles, CA 90067-4301
Tel: (310) 820-8800
raghaian@bakerlaw.com
skilleen@bakerlaw.com
ccollignon@bakerlaw.com

24 By: _____
25 Yana Hart (SBN 306499)
26 **CLARKSON LAW FIRM**
27 yhart@clarksonlawfirm.com
28 22525 Pacific Coast Highway
Malibu, CA 90265
Tel: (213) 788-4050

*Counsel for Defendant SAG-AFTRA
Health Plan*

1 **Plaintiff, Lee Wilkof**

2 _____
3 Date:

4
5 **Plaintiff, Steven Barr**

6 _____
7 Date: 11/12/25

8
9 **Plaintiff, Massimiliano Furlan**

10 _____
11 Date:

12 **APPROVED AS TO FORM AND CONTENT:**

13
14 DATED:

DATED:

15
16 By: _____
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18 **EMERY REDDY, PC**
19 600 Stewart Street, Suite 1100
20 Seattle, WA 98101
21 Tel: (916) 995-5968
22 gregory@emeryreddy.com

23
24 DATED:

25 By: _____
26 Yana Hart (SBN 306499)
27 **CLARKSON LAW FIRM**
28 yhart@clarksonlawfirm.com
22525 Pacific Coast Highway
Malibu, CA 90265
Tel: (213) 788-4050

By: _____
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Sean P. Killeen (SBN 320644)
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Tel: (310) 820-8800
raghaian@bakerlaw.com
skilleen@bakerlaw.com
ccollignon@bakerlaw.com

*Counsel for Defendant SAG-AFTRA
Health Plan*

1 **Plaintiff, Lee Wilkof**

2 _____
3 Date:
4

5 **Plaintiff, Steven Barr**

6 _____
7 Date:
8

9 **Plaintiff, Massimiliano Furlan**


10 Massimiliano Furlan
Massimiliano Furlan (Nov 13, 2025 09:01:09 PST)

11 Date: 13/11/2025

12 **APPROVED AS TO FORM AND CONTENT:**

13
14 DATED: 11/13/2025

DATED:

15
16 By: 
17 Gregory Haroutunian (SBN 330263)
18 **EMERY REDDY, PC**
19 600 Stewart Street, Suite 1100
20 Seattle, WA 98101
21 Tel: (916) 995-5968
22 gregory@emeryreddy.com

23 DATED:

24 By: 
25 Yana Hart (SBN 306499)
26 **CLARKSON LAW FIRM**
27 yhart@clarksonlawfirm.com
28 22525 Pacific Coast Highway
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Tel: (213) 788-4050

By: _____
Raymond O. Aghaian (SBN 218924)
BAKER & HOSTETLER LLP
Sean P. Killeen (SBN 320644)
Casie D. Collignon (*Pro Hac Vice*
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raghaian@bakerlaw.com
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*Counsel for Defendant SAG-AFTRA
Health Plan*

1 **Plaintiff, Lee Wilkof**

2 _____
3 Date:
4

5 **Plaintiff, Steven Barr**

6 _____
7 Date:
8

9 **Plaintiff, Massimiliano Furlan**

10 _____
11 Date:
12

13 **APPROVED AS TO FORM AND CONTENT:**


14 DATED:

15
16 By: _____
17 Gregory Haroutunian (SBN 330263)
18 **EMERY REDDY, PC**
19 600 Stewart Street, Suite 1100
20 Seattle, WA 98101
21 Tel: (916) 995-5968
22 gregory@emeryreddy.com

23 DATED:


24 By: _____
25 Yana Hart (SBN 306499)
26 **CLARKSON LAW FIRM**
27 yhart@clarksonlawfirm.com
28 22525 Pacific Coast Highway
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Tel: (213) 788-4050

DATED:

By: 
Raymond O. Aghaian (SBN 218924)
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ccollignon@bakerlaw.com

*Counsel for Defendant SAG-AFTRA
Health Plan*

1 DATED: November 12, 2025

2
3 By: 
4 John J. Nelson (SBN 317598)
5 **MILBERG COLEMAN BRYSON**
6 **PHILLIPS GROSSMAN, PLLC**
7 280 S. Beverly Drive
8 Beverly Hills, CA 92102
9 Telephone: (858) 209-6941
10 jnelson@milberg.com

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*Counsel for Plaintiffs and
the Proposed Settling Class*

APPENDIX A

SETTLEMENT TIMELINE

<u>From Order Granting Preliminary Approval</u>	
CAFA Notice	10 Days
SAG-AFTRA to provide a list of Settlement Class Members to the Claims Administrator	+14 days
SAG-AFTRA pays the cost of Notice Program and Claims Administration	+30 days
Notice Commencement Date	+45 days
Short Notice Completion Date	+60 days
<u>Final Approval Hearing</u>	+120 days
Motion for Final Approval	At least 30 days before Final Approval Hearing
<u>From Notice Commencement Date</u>	
Class Counsel's Motion for Attorneys' Fees and Reimbursement of Litigation Expenses	+46 days (i.e., 76 days after Order Granting Preliminary Approval)
Objection Deadline	+60 days (i.e., 90 days after Order Granting Preliminary Approval)
Opt-Out Deadline	+60 days (i.e., 90 days after Order Granting Preliminary Approval)
Reminder Notice	+76 days (i.e., 106 days after Order Granting Preliminary Approval)
Claims Deadline	+90 days (i.e., 120 days after Order Granting Preliminary Approval)
Claims Administrator to provide the list of Opt-Outs to the Court and Parties	+67 days (i.e., 97 days after Order Granting Preliminary Approval)
<u>From Order Granting Final Approval</u>	
SAG-AFTRA to pay balance of Settlement Fund	+30 after the Effective Date
Effective Date	+30 days, assuming no appeals
Payment of Attorneys' Fees and Expenses and Class Representative Service Awards	+14 days, assuming no appeals
Payment of Claims to Class Members	+60 days, assuming no appeals (or 30 days of the date that the claim is approved, whichever is later).
SAG-AFTRA to implement Business Practice Commitment	+ 120 days, assuming no appeals.