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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

**IN RE USC STUDENT HEALTH
CENTER LITIGATION**

Case No. 2:18-cv-04258-SVW

**DECLARATION OF JENNIFER M.
KEOUGH REGARDING PROPOSED
NOTICE PROGRAM**

I, JENNIFER M. KEOUGH, declare as follows:

I. INTRODUCTION

1. I am the Chief Executive Officer (“CEO”) of JND Legal Administration LLC (“JND”). This Declaration is based on my personal knowledge, as well as upon information provided to me by experienced JND employees and Counsel for the Plaintiffs and Defendants (“Counsel”), and if called upon to do so, I could and would testify competently thereto.

2. I have more than 20 years of legal experience creating and supervising Notice and Claims Administration programs and have personally overseen well over 500 matters. A comprehensive description of my experience is attached hereto as Exhibit A.

3. JND is a legal administration services provider with headquarters located in Seattle, Washington. JND has extensive experience with all aspects of legal administration and has administered hundreds of class action settlements.

1 JND was chosen as the Settlement Administrator¹ in this case after going through
2 a competitive bidding process.

3 4. As CEO, I am involved in all facets of JND's operation, including
4 monitoring the implementation of our notice and claims administration programs.

5 5. I submit this Declaration at the request of Counsel in the above-
6 referenced litigation to describe the proposed Notice Program for Class Members
7 and address why this comprehensive proposed Notice Program is consistent with
8 other best practicable court-approved notice programs and the requirements of
9 Rule 23 of the Federal Rules of Civil Procedure and the Federal Judicial Center
10 ("FJC") guidelines for Best Practicable Due Process notice.

11 **II. RELEVANT EXPERIENCE**

12 6. JND is one of the leading legal administration firms in the country.
13 JND's class action and lien resolution divisions provide all services necessary for
14 the effective implementation of class action settlements including: (1) all facets
15 of legal notice, such as outbound mailing, email notification, and the design and
16 implementation of media programs, including through digital and social media
17 platforms; (2) website design and deployment, including on-line claim filing
18 capabilities; (3) call center and other contact support; (4) secure class member data
19 management; (5) paper and electronic claims processing; (6) lien verification,
20 negotiation, and resolution; (7) calculation design and programming; (8) payment

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¹ Capitalized terms used and not otherwise defined in this Declaration shall have the meanings given such terms in the Settlement Agreement.

1 disbursements through check, wire, PayPal, merchandise credits, and other means;
2 (9) qualified settlement fund tax reporting; (10) banking services and reporting;
3 and (11) all other functions related to the secure and accurate administration of
4 class action settlements. JND is an approved vendor for the United States
5 Securities and Exchange Commission (“SEC”) as well as for the Federal Trade
6 Commission (“FTC”). We also have Master Services Agreements with various
7 law firms, corporations, banks, and other government agencies, which were only
8 awarded after JND underwent rigorous reviews of our systems, privacy policies,
9 and procedures. JND has also been certified as SOC 2 compliant by noted
10 accounting firm Moss Adams. Finally, JND has been recognized by various
11 publications, including the *National Law Journal*, the *Legal Times*, and, most
12 recently, the *New York Law Journal*, for excellence in class action administration.

13 7. The principals of JND, including myself, collectively have over 75
14 years of experience in class action legal and administrative fields. We have
15 personally overseen some of the most complex administration programs including:
16 \$20 billion Gulf Coast Claims Facility; \$10 billion Deepwater Horizon BP
17 Settlement; \$6.15 billion WorldCom Securities Settlement; \$3.4 billion Indian
18 Trust (the largest U.S. Government class action ever); and \$3.05 billion
19 VisaCheck/MasterMoney Antitrust Settlement.

20 8. In the past several months alone, JND has been appointed Notice
21 Expert in the following matters: *Linneman, et al. v. Vita-Mix Corp.*, Case No. 15-

1 cv-748 (S.D. Ohio); *In re Intuit Data Litigation*, Case No. 15-cv-1778-EJD (N.D.
2 Cal.); *In re Broiler Chicken Antitrust Litigation*, Case No. 1:16-cv-08637 (N.D.
3 Ill.); *McWilliams v. City of Long Beach*, Case No. BC361469 (Cal. Super. Ct.);
4 *Granados v. County of Los Angeles*, Case No. BC361470 (Cal. Super. Ct.);
5 *Finerman v. Marriott Ownership Resorts, Inc.*, Case No. 3:14-cv-1154-J-32MCR
6 (M.D. Fla.); *Huntzinger et al. v. Suunto Oy et al.*, Case No. 37-2018-00027159-
7 CU-BT-CTL (Cal. Super. Ct.); and *Dover v. British Airways, PLC (UK)*, Case No.
8 12-5567 (E.D.N.Y.). I have also been appointed as the Independent Claims
9 Administrator (“ICA”) by the United States District Court for the Northern District
10 of California in *Allagas v. BP Solar Int’l, Inc.*, Case No. 14-cv-00560.

11 9. JND and its principals have extensive experience handling
12 Settlements in courts throughout the 9th Circuit including, but not limited to:
13 *Hernandez v. Experian Information Solutions, Inc.*, Case No. 05-cv-1070-DOC
14 (MLGx) (C.D. Cal.); *Chester v. The TJX Co., Inc.*, Case No. 5:15-cv-01437-DDP-
15 DTBx (C.D. Cal.); *Gragg v. Orange CAB Co., Inc.*, Case No. CV 12-576 RSL
16 (W.D. Wash.); *Kellgren, et al., v. Petco Animal Supplies, Inc., et al.*, Case No.
17 3:13-cv-00644-L-KSC (S.D. Cal); *Nozzi, et al., v. Housing Authority of the City of*
18 *Los Angeles, et al.*, Case No. CV 07-0380-PA-FFMx (C.D. Cal.); *Kissel v. Code42*
19 *Software, Inc., et al.*, Case No. SACV 15-1936-JLS (KES) (C.D. Cal.); *Harris, et*
20 *al., v. Amgen, Inc., et al.*, Case No. CV 07-05442-PSG(PLAx) (C.D. Cal.); *In re:*
21 *Resonant Inc. Securities Litigation*, Case No. 15-cv-01970-SJO-MRW (C.D.

1 Cal.); *Scherer v. Tiffany & Co.*, Case No. 11-cv-00532 (S.D. Cal.); *Seebrook v.*
2 *The Children's Place Retail Stores*, Case No. 11-cv-00837 (N.D. Cal.); *Fleury v.*
3 *Richemont North America, Inc.* (Cartier), Case No. 05-cv-04525 (N.D. Cal.);
4 *Howell v. Checkr, Inc.*, Case No. 3:17-cv-04305-SK (N.D. Cal.); *Lloyd v. CVB*
5 *Financial Corp.*, et al., Case No. 10-cv-06256-CAS-PJW (C.D. Cal.); *In re Intuit*
6 *Data Litigation*, Case No. 15-cv-1778-EJD (N.D. Cal.); *DeFrees, et al. v. John C.*
7 *Kirkland, et al. and U.S. Aerospace, Inc.*, Case No. 11-cv-04272-JLS-SP (C.D.
8 Cal.); *McKibben, et al. v. McMahon, et al.*, Case No. 14-cv-02171-JGB-SP (C.D.
9 Cal.); *Schwartz v. Opus Bank et al.*, Case No. 16-cv-07991-AB-JPR (C.D. Cal.);
10 *Paggos v. Resonant, Inc. et al.*, Case No. 15-cv-01970-SJO (MRW) (C.D. Cal.);
11 *Wahl v. Yahoo! Inc. d/b/a Rivals.com*, Case No. 17-cv-02745-BLF (N.D. Cal.); *del*
12 *Toro Lopez v. Uber Technologies, Inc.*, Case No. 17-cv-06255-YGR (N.D. Cal.);
13 *In re Yahoo! Inc. Securities Litigation*, Case No. 17-cv-00373 (N.D. Cal.);
14 *Connolly v. Umpqua Bank*, Case No. C15-517-TSZ (W.D. Wash.).

15 10. JND's Legal Notice Team, which operates under my direct
16 supervision, researches, designs, develops, and implements a wide array of legal
17 notice programs to meet the requirements of Rule 23 of the Federal Rules of Civil
18 Procedure and relevant state court rules. Our notice campaigns, which are
19 regularly approved by courts throughout the United States, use a variety of media
20 including newspapers, press releases, magazines, trade journals, radio, television,
21 social media and the internet depending on the circumstances and allegations of

1 the case, the demographics of the class, and the habits of its members, as reported
2 by various research and analytics tools. During my career, I have submitted
3 several hundred affidavits to courts throughout the country attesting to our role in
4 the creation and launch of various media programs.

5 **III. NOTICE PROGRAM SUMMARY**

6 11. This section summarizes all elements of the Notice Program that
7 will be part of this Settlement. Section IV below describes each component in
8 greater detail.

9 12. The proposed Notice Program is designed to inform Class Members
10 of the proposed class action Settlement between Plaintiffs and USC. In the
11 Settlement Agreement, the Class is defined as:

12 all women who were seen for treatment by Dr. George M. Tyndall at the
13 University of Southern California student health center during the period
14 from August 14, 1989 to June 21, 2016 (a) for Women’s Health Issues,
15 or (b) whose treatment by Dr. George M. Tyndall included an
16 examination by him of her breast or genital areas, or (c) whose treatment
included the taking of photographs or videotapes of her unclothed or
partially clothed body. “Women’s Health Issues” includes but is not
limited to any issue relating to breast, vaginal, urinary tract, bowel,
gynecological, or sexual health, including contraception and fertility.

17 13. The Notice Program described and detailed below has been designed
18 to reach the Class through direct mail, email, and supplemental media efforts.²
19 Specifically, the proposed Notice Program includes the following components:
20

21 ² The information discussed below will be translated into relevant languages, such as for example,
Spanish and Chinese. Other/different languages may be required after JND receives the Class Member
contact details from USC.

- 1 • CAFA Notice: JND will mail CAFA Notice to appropriate state and
2 federal officials.
- 3 • Direct Mail Notice: JND will mail to all *known* Class Members
4 identified through USC's records a Notice Packet that includes the
5 Notice of Pendency and Proposed Settlement of Class Action ("Long
6 Form Notice") and the Tier 2 and 3 Claim Form ("Claim Form"),
7 substantially similar to the proposed Long Form Notice and Claim
8 Form agreed upon by the Parties and submitted to the Court. JND
9 will also mail a Notice Packet to all *potential* Class Members (i.e.,
10 women who were students at USC at any time from August 1989
11 through June 2016) where contact information is available. This
12 Notice Packet will include a Long Form Notice, a Claim Form, and
13 a Statement of Settlement Class Membership Form for Class
14 Members who self-identify to complete and return for determination
15 of eligibility. Notice Packets will be mailed in an envelope with call-
16 outs on the front and back of the envelope identifying that the
17 mailing is Court-Ordered, encouraging Class Members to open and
18 read the Notice. The proposed Long Form Notices, the Statement of
19 Settlement Class Membership Form, the Claim Form, and mailing
20 envelope will be substantially similar to the attached Exhibits B-1,
21 B-2, C, D, and E, respectively.

- 1 • Email Notice: JND will email a summary notice (“Email Notice”)
2 to both known and potential Class Members (i.e., women who were
3 students at USC at any time from August 1989 through June 2016)
4 where email contact information is available. The proposed Email
5 Notices will be substantially similar to the attached Exhibits F-1
6 and F-2.
- 7 • Supplemental Media Effort: JND will execute a supplemental
8 media effort using Facebook/Instagram, Twitter, and LinkedIn, and
9 a keyword internet search effort to optimize clicks to the Settlement
10 Website. We propose additional efforts through USC that would
11 include publication in the *Daily Trojan* and other USC news sites,
12 notice postings on USC websites and social networks, and outreach
13 to USC alumni associations. The proposed social media notices will
14 be substantially similar to the attached Exhibit G.
- 15 • Press Release: A press release of a shortened summary notice
16 (“Press Release”) will be distributed over PR Newswire’s US1
17 Newswire. The proposed Press Release will be substantially similar
18 to the attached Exhibit H.
- 19 • Settlement Website: JND will develop and deploy an informational
20 and interactive case-specific Settlement Website on which the
21 Notices and other important Court documents will be posted. JND

1 reserved the domain www.USCTyndallSettlement.com, as requested
2 for this Settlement. The Settlement Website will include
3 functionality to download or submit a Statement of Settlement Class
4 Membership Form and/or a Claim Form.

- 5 • Settlement Administrator Email Address: JND has established a
6 dedicated email address (info@USCTyndallSettlement.com) to
7 receive and respond to Class Member questions.
- 8 • Toll-Free Information Line: JND will establish and maintain a
9 24-hour, toll-free telephone line where callers may obtain
10 information about the Settlement. During certain business hours,
11 JND's call center will be staffed with live operators, all female
12 associates, who are professionally trained to emphasize the skills
13 necessary to respond to the sensitive and confidential issues involved
14 in this Settlement. The Toll-Free information line will clarify before
15 a caller speaks with an associate that these calls do not constitute a
16 Special Master interview as required for a Tier 3 claims.

17 **IV. NOTICE PROGRAM DETAILS**

18 **A. CAFA Notice**

19 14. JND will provide notice of the proposed Settlement under the Class
20 Action Fairness Act (CAFA), 28 U.S.C. §1715(b), no later than 10 days after the
21 proposed Settlement is filed with the Court. JND will provide such notice to the

1 appropriate state and federal government officials. Upon completion of the Notice
2 Program, a detailed report of the mailing will be provided to this Court.

3 **B. Direct Mail Notice**

4 15. An adequate notice program needs to satisfy “due process” when
5 reaching a class. The United States Supreme Court, in the seminal case of *Eisen*
6 *v. Carlisle & Jacqueline*, 417 U.S. 156 (1974), clearly stated that direct notice
7 (when possible) is the preferred method for reaching a class. In addition, Rule
8 23(c)(2) of the Federal Rules of Civil Procedure requires that “the court must direct
9 to class members the best notice that is practicable under the circumstances,
10 including individual notice to all members who can be identified through
11 reasonable effort. The notice may be by one or more of the following: United
12 States mail, electronic means, or other appropriate means.”

13 16. For this Settlement, JND will send a Notice Packet by direct mail as
14 described above to all women who were students at USC at any time from August
15 1989 through June 2016, using contact information received from USC’s
16 enrollment and alumni records. Specifically, JND will mail to all *known* Class
17 Members who are pre-identified through USC’s records a Notice Packet that
18 includes the Long Form Notice and the Claim Form. This Notice Packet will
19 include a Claimant ID Number in the upper left-hand corner of each page of the
20 Long Form Notice, and an explanation indicating these women were pre-identified
21 as Class Members through USC’s records and will automatically receive a Tier 1

1 payment check. The components of the proposed Notice Packet for *known* Class
2 Members are attached as Exhibits B-1, D, and E. For all other women who were
3 students at USC at any time from August 1989 through June 2016, but who were
4 not pre-identified as Class Members, JND will mail a Notice Packet that includes
5 a Long Form Notice *without* a pre-populated Claimant ID, a Claim Form, a
6 Statement of Settlement Class Membership Form, and an explanation that they
7 must self-identify as Class Members in order to receive a Tier 1 payment. The
8 components of the proposed Notice Packet for all other women who were students
9 at USC at any time from August 1989 through June 2016 are attached as Exhibits
10 B-2, C, D, and E. In both mailings, the Notice informs Class Members that the
11 Tier 1 payment is solely a minimum payment, and every Class Member is eligible
12 to make a Claim for a higher-tier award.

13 17. Upon receipt of Class list data, JND will promptly load the
14 information into a unique database for the Settlement. A unique ID will be
15 assigned to each Class Member to identify the Class Member throughout the
16 administration process. To increase deliverability, JND will review the data
17 provided to identify any bad mail and email addresses and duplicate records based
18 on exact name, address, and/or email.

19 18. Prior to mailing a Notice Packet, JND will update all addresses using
20 the United States Postal Services' National Change of Address ("NCOA") database.³

21 ³ The NCOA database is the official United States Postal Service ("USPS") technology product which makes change of address information available to mailers to help reduce undeliverable mail pieces before
Footnote continued on next page

1 19. JND will track all Notices Packets returned undeliverable by the
2 USPS and will promptly re-mail Notice Packets that are returned with a
3 forwarding address. JND will also take reasonable efforts to research and
4 determine a better mailing address through a sophisticated advanced address
5 search through credit bureaus to re-mail Notice Packets that are returned
6 without a forwarding address.

7 **C. Email Notice**

8 20. An Email Notice will be disseminated to all known and potential
9 Class Members using email contact information provided by USC. Emails to
10 *known* Class Members will include the appropriate Claimant ID and language
11 indicating that the recipient has been identified as a known Class Member and will
12 automatically receive a Tier 1 Claim Award. The Email Notice to *known* Class
13 Members will be substantially in the form attached as Exhibit F-1. Emails to
14 *potential* Class Members informs them that they have not been identified as a Class
15 Member and that they must submit a qualifying Statement of Settlement Class
16 Membership for inclusion in the Class. The Email Notice to *potential* Class
17 Members will be substantially in the form attached as Exhibit F-2. In both cases,
18 the Email Notice informs Class Members that the Tier 1 payment is solely a
19 minimum payment, and every Class Member is eligible to make a Claim for a
20 higher-tier award.

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mail enters the mail stream. This product is an effective tool to update address changes when a person has completed a change of address form with the USPS. The address information is maintained on the database for 48 months.

1 21. JND uses industry-leading email solutions to achieve the most efficient
2 email notification campaigns. Our Data Team is staffed with email experts and
3 software solution teams to conform each notice program to the particulars of the
4 Settlement. JND provides individualized support during the program and manages
5 our sender reputation with the Internet Service Providers (“ISPs”). For each of our
6 programs, we analyze the program’s data and monitor the ongoing effectiveness of
7 the notification campaign, adjusting the campaign as needed. These actions ensure
8 the highest possible deliverability of the email campaign so that more potential Class
9 Members receive notice of the proposed Settlement.

10 22. Prior to sending the Email Notice, JND will evaluate the email for
11 potential spam language to improve deliverability. This process includes running
12 the email through spam testing software, DKIM for sender identification and
13 authorization, and hostname evaluation. Additionally, we will check the send
14 domain against the 25 most common IPv4 blacklists.

15 23. For each email campaign, including this one, JND will utilize a
16 verification program to eliminate invalid email and spam traps that would
17 otherwise negatively impact deliverability. We will then clean the list of email
18 addresses for formatting and incomplete addresses to further identify all invalid
19 email addresses. The email content is then formatted and structured in a way that
20 receiving servers expect, allowing the email to pass easily to the recipient.

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1 24. To ensure readability of the Email Notice, our team will review and
2 format the body content into a structure that is applicable to all email platforms.
3 Before sending the Email Notice campaign, we send a test email to multiple ISPs
4 and open the email on multiple devices (iPhones, Android phones, desktop
5 computers, tablets, etc.) to ensure the email opens as expected. Additionally, JND
6 includes an “unsubscribe” link at the bottom of the Email Notice to allow Class
7 Members to opt out of any additional email notices from JND. This step is
8 essential to maintain JND’s good reputation among the ISPs and reduce
9 complaints relating to the email campaign.

10 **D. Notice Design and Content**

11 25. Notice Documents are written in plain language and comply with the
12 requirements of Rule 23 of the Federal Rules of Civil Procedure. I have reviewed
13 the Notice Documents and believe each complies with these requirements as well
14 as the FJC Class Action Notice and Plain Language Guide. In addition, the Notice
15 materials have been reviewed by subject matter experts to ensure the language is
16 appropriate given the sensitive subject matter of the Settlement.

17 26. JND has designed the Notice Packet to attract the attention of the
18 recipient so they are encouraged to read the contents and take additional action
19 to learn more about the Settlement. Each Notice Packet includes “call-outs” on
20 the front and back of the envelope to encourage the recipient to open and read
21 the Notice and identifies that the Notice is Court-Ordered. The actual content of

1 the Notice Packet includes bolded language to indicate that important Court-
2 Ordered information is enclosed and contains plain and easy-to-read summaries
3 of the Settlement and details the options available to Class Members. In addition,
4 each Notice Packet provides instructions on how to obtain more information
5 about the Settlement.

6 27. For *known* Class Members who are sent a Notice Package by direct
7 mail, the Notice Packet informs the known Class Member that they will
8 automatically receive a Tier 1 payment check without needing to take any action,
9 but that they are also eligible to make a claim for a higher-tier award using the
10 Claim Form. The Notice Packet will also include a Claim Form for those who are
11 seeking an additional Tier 2 or Tier 3 Claim Award. *Potential* Class Members
12 (i.e., women who were students at USC at any time from August 1989 through
13 June 2016 who were not pre-identified as Class members by USC's records), will
14 be sent a Notice Packet with a Statement of Settlement Class Membership Form.
15 That Notice indicates that Class Members who self-identify need to act to be
16 included in the Settlement Class and receive a Tier 1 payment. The Notice also
17 informs these potential Class Members that they are also eligible to make a claim
18 for a higher-tier award using the Claim Form.

19 28. Class Members sent Email Notice are instructed to click on links to
20 obtain additional Settlement information as well as how to take additional action
21

1 to download or submit a Statement of Settlement Class Membership Form and a
2 Claim Form.

3 29. In addition, to the extent some portion of the Class may speak Spanish
4 or Chinese as their primary language, JND will include a Spanish and Chinese
5 footnote in the mailed Notice Packet and a Spanish and Chinese tag line at the top
6 of the Email Notice to direct foreign language speaking recipients to the toll-free
7 number and Settlement Website where they can obtain a copy of the Notice in
8 Spanish and Chinese. Other languages may be required after we receive more
9 information from USC.

10 **E. Supplemental Media Efforts**

11 30. To supplement the Direct Notice, JND will implement a social media
12 effort through three leading social media sites (Facebook/Instagram, LinkedIn,
13 Twitter), a keyword internet search effort to optimize clicks to the Settlement
14 Website, a national Press Release distribution, and an outreach effort through USC.

15 31. The social media effort will deliver 550,000 impressions to Women
16 18-54 years of age who on Facebook and Twitter expressed an interest in USC and
17 who on LinkedIn have listed USC as their college in their profile. An emphasis
18 will be placed on Women 45-54 years of age to accommodate historic USC student
19 health center records from August 14, 1989 through July 13, 1997.

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1 32. The social media plan also includes a *customized* Facebook effort that
2 will match available Class Member email addresses with Facebook accounts and
3 then target those matched Facebook accounts with Facebook ads.

4 33. The social media impressions will run across all devices (i.e.,
5 desktop, laptop, tablet, and mobile) over an eight to twelve-week period.

6 34. Because web browsers frequently default to search engine pages like
7 Google or Bing, search engines are a common source to get to a specific website
8 (i.e., as opposed to typing in the desired URL in the navigation bar). As a result,
9 JND will implement an internet search effort to further extend notice exposures
10 about the case. When purchased keywords related to the case are searched, a paid
11 ad with a hyperlink to the Settlement Website may appear on the search engine
12 results page. These efforts will be monitored and optimized so that search ads
13 appear above or below organic search results for keywords generating the most
14 click-throughs to the Settlement Website.

15 35. JND will also distribute the Press Release to approximately 11,000
16 media outlets as well as over 900 news contacts in the college media industry.

17 36. Finally, JND proposes an outreach effort to be implemented by
18 USC. These efforts may include publication in the *Daily Trojan* and other USC
19 news sites, notice postings on USC websites and social networks, and notice
20 posting at key locations on campus (e.g., housing units, common areas, health
21 centers, and dining hall electronic message board). Outreach to USC Alumni

1 Associations requesting their assistance in providing notice to their members is
2 also recommended.

3 37. JND will translate notices into languages needed to accommodate the
4 media effort.

5 **F. Dedicated Settlement Website**

6 38. An informational, interactive, ADA-compliant Settlement Website
7 will be developed to enable Class Members to get information about the
8 Litigation and Settlement. The Website will have an easy-to-navigate design and
9 will be formatted to emphasize important information and deadlines. Other
10 available features will include an email contact form, Settlement deadlines,
11 Frequently Asked Questions page, and links to download the Long Form Notice,
12 Statement of Settlement Class Membership Form, Claim Form, and other
13 important Court documents.

14 39. The Settlement Website will be optimized for mobile visitors so that
15 information loads quickly on mobile devices and will also be designed to
16 maximize search engine optimization through Google and other search engines.
17 Keywords and natural language search terms will be included in the site's metadata
18 to maximize search engine rankings.

19 40. Visitors to the Settlement Website will have the ability to download
20 or submit electronically both a Statement of Settlement Class Membership Form
21

1 and/or a Claim Form. JND reserved the domain requested for this Settlement as
2 www.USCTyndallSettlement.com.

3 **G. Settlement Administrator Email Address**

4 41. JND has established a dedicated email address
5 (info@USCTyndallSettlement.com) to receive and respond to known and
6 potential Class Member inquiries. JND will generate email responses from
7 scripted FAQs that will also be used by our call center personnel. Depending on
8 call volume and availability, we will use some of the same members on each team
9 for efficiency and to establish uniformity of messaging.

10 **H. Dedicated Toll-Free Number**

11 42. JND will make available its scalable call center resources to develop
12 and manage the incoming telephone calls received in response to the Notice
13 Program. JND will establish and maintain a 24-hour, toll-free telephone line where
14 callers may obtain information about the Settlement. During certain business
15 hours, JND's call center will be staffed with live operators, all female associates,
16 who are professionally trained to emphasize the skills necessary to respond to the
17 sensitive and confidential issues involved in this Settlement. The Toll-Free
18 information line will clarify before a caller speaks with an associate that these calls
19 do not constitute a Special Master interview as required for a Tier 3 claims.

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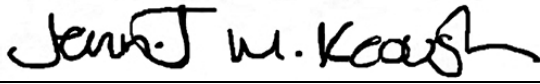
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V. CONCLUSION

43. In JND’s opinion, the Notice Program as described herein as well as the exhibits attached hereto, provide the best notice practicable under the circumstances, are consistent with the requirements of Rule 23 of the Federal Rules of Civil Procedure and all applicable court rules, and are consistent with, and exceed, other similar court-approved best notice practicable notice programs. The Notice Program is designed to reach as many Class Members as possible and provide them with the opportunity to review a plain language notice with the ability to easily take the next step to learn more about the Settlement.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on February 12, 2019, in Seattle, Washington.



JENNIFER M. KEOUGH

— EXHIBIT —

A

JENNIFER KEOUGH

CHIEF EXECUTIVE OFFICER AND CO-FOUNDER



I.

INTRODUCTION

Jennifer Keough is Chief Executive Officer and a Founder of JND Legal Administration (“JND”). She is the *only* judicially recognized expert in *all* facets of class action administration - from notice through distribution. With more than 20 years of legal experience, Ms. Keough has directly worked on hundreds of high-profile and complex administration engagements, including such landmark matters as the \$10 billion BP Deepwater Horizon Settlement, \$3.4 billion Cobell Indian Trust Settlement (the largest U.S. government class action settlement ever), \$600 million Engle Smokers Trust Fund, \$20 billion Gulf Coast Claims Facility, \$1 billion Stryker Modular Hip Settlement, and countless other high-profile matters. She has been appointed notice expert in many notable cases and has testified on settlement matters in numerous courts and before the Senate Committee for Indian Affairs.

The only female CEO in the field, Ms. Keough oversees more than 150 employees at JND’s Seattle headquarters, as well as six other office locations around the country. She manages all aspects of JND’s class action business from day-to-day processes to high-level strategies. Her comprehensive expertise with noticing, claims processing, Systems and IT work, call center, data analytics, recovery calculations, check distribution, and reporting gained her the reputation with attorneys on both sides of the aisle as the most dependable consultant for all legal administration needs. Ms. Keough also applies her knowledge and skills to other divisions of JND,

including mass tort, lien resolution, government services, and eDiscovery. Given her extensive experience, Ms. Keough is often called upon to consult with parties prior to settlement, is frequently invited to speak on class action issues and has authored numerous articles in her multiple areas of expertise.

Ms. Keough launched JND with her partners in early 2016. Just a few months later she was named as the Independent Claims Administrator (“ICA”) in a complex BP Solar Panel Settlement. Ms. Keough also started receiving numerous appointments as notice expert and in 2017 was chosen to oversee a restitution program in Canada where every adult in the country was eligible to participate. Also, in 2017, Ms. Keough was named a female entrepreneur of the year finalist in the 14th annual Stevie Awards for Women in Business. In 2015 and 2017, she was recognized as a “Woman Worth Watching” by Profiles in Diversity Journal. In 2013, she was featured in a CNN article, “What Changes with Women in the Boardroom.”

Prior to forming JND, Ms. Keough was Chief Operating Officer and Executive Vice President for one of the then largest administration firms in the country, where she oversaw operations in several offices across the country and was responsible for all large and critical projects. Previously, Ms. Keough worked as a class action business analyst at Perkins Coie, one of the country’s premier defense firms, where she managed complex class action settlements and remediation programs, including the selection, retention, and supervision of legal administration firms. While at Perkins she managed, among other matters, the administration of over \$100 million in the claims-made Weyerhaeuser siding case, one of the largest building product class action settlements ever. In her role, she established a reputation as being fair in her ability to see both sides of a settlement program.

Ms. Keough earned her J.D. from Seattle University. She graduated from Seattle University with a B.A. and M.S.F. with honors.



LANDMARK CASES

Jennifer Keough has the distinction of personally overseeing the administration of more large class action programs than any other notice expert in the field. Some of her largest engagements include the following:

1. **Allagas v. BP Solar Int'l, Inc.**

No. 14-cv-00560 (N.D. Cal.)

Ms. Keough was appointed by the United States District Court for the Northern District of California as the Independent Claims Administrator (“ICA”) supervising the notice and administration of this complex settlement involving inspection, remediation, and replacement of solar panels on homes and businesses throughout California and other parts of the United States. Ms. Keough and her team devised the administration protocol and built a network of inspectors and contractors to perform the various inspections and other work needed to assist claimants. She also built a program that included a team of operators to answer claimant questions, a fully interactive dedicated website with on-line claim filing capability, and a team trained in the very complex intricacies of solar panel mechanisms. In her role as ICA, Ms. Keough regularly reported to the parties and the Court as to the progress of the administration. In addition to her role as ICA, Ms. Keough also acted as mediator for those claimants who opted out of the settlement to pursue their claims individually against BP. Honorable Susan Illston, recognized the complexity of the settlement when appointing Ms. Keough the ICA (December 22, 2016):

The complexity, expense and likely duration of the litigation favors the Settlement, which provides meaningful and substantial benefits on a much shorter time frame than otherwise possible and avoids risk to class certification and the Class’s case on the merits...The Court appoints Jennifer Keough of JND Legal Administration to serve as the Independent Claims Administrator (“ICA”) as provided under the Settlement.

2. Careathers v. Red Bull North America, Inc.

No. 13-cv-0369 (KPF) (S.D.N.Y.)

Due to the nature of this case, direct notice was impossible. Therefore, Ms. Keough assisted in the design of a publication notice and claims administration program intended to reach the greatest number of affected individuals. Due to the success of the notice program, the informational website designed by Ms. Keough and her team received an unprecedented 67 million hits in less than 24 hours. The Claims Administration program received over 2 million claim forms submitted through the three available filing options: online, mail, and email. Judge Katherine Polk Failla approved the notice program (May 12, 2015) finding:

...that the Notice to the Settlement Class... was collectively the best notice practicable under the circumstances of these proceedings of the matters set forth therein, and fully satisfies the requirements of Rule 23(c)(2)(B) of the Federal Rules of Civil Procedure, due process, and any other applicable laws.

3. Chester v. The TJX Cos., Inc., et al.

No. 15-cv-01437 (C.D. Cal.)

As the notice expert, Ms. Keough proposed a multi-faceted notice plan designed to reach over eight million class members. Where class member information was available, direct notice was sent via email and via postcard when an email was returned as undeliverable or for which there was no email address provided. Additionally, to reach the unknown class members, Ms. Keough's plan included a summary notice in eight publications directed toward the California class and a tear-away notice posted in all TJ Maxx locations in California. The notice effort also included an informational and interactive website with online claim filing and a toll-free number that provided information 24 hours a day. Additionally, associates were available to answer class member questions in both English and Spanish during business hours. Honorable Otis D. Wright, II approved the plan (May 14, 2018):

... the Court finds and determines that the Notice to Class Members was complete and constitutionally sound, because individual notices were mailed and/or emailed to all Class Members whose identities and addresses are reasonably known to the Parties, and Notice was published in accordance with this Court's Preliminary Approval Order, and such notice was the best notice practicable.

4. Cobell v. Salazar

No. 96 CV 1285 (TFH) (D. D.C.)

As part of the largest government class action settlement in our nation's history, Ms. Keough worked with the U.S. Government to implement the administration program responsible for identifying and providing notice to the two distinct but overlapping settlement classes. As part of the notice outreach program, Ms. Keough participated in multiple town hall meetings held at Indian reservations located across the country. Due to the efforts of the outreach program, over 80% of all class members were provided notice. Additionally, Ms. Keough played a role in creating the processes for evaluating claims and ensuring the correct distributions were made. Under Ms. Keough's supervision, the processing team processed over 480,000 claims forms to determine eligibility. Less than one half of 1 percent of all claim determinations made by the processing team were appealed. Ms. Keough was called upon to testify before the Senate Committee for Indian Affairs, where Senator Jon Tester of Montana praised her work in connection with notice efforts to the American Indian community when he stated: "Oh, wow. Okay... the administrator has done a good job, as your testimony has indicated, [discovering] 80 percent of the whereabouts of the unknown class members." Additionally, when evaluating the Notice Program, Judge Thomas F. Hogan concluded (July 27, 2011):

...that adequate notice of the Settlement has been provided to members of the Historical Accounting Class and to members of the Trust Administration Class.... Notice met and, in many cases, exceeded the requirements of F.R.C.P. 23(c)(2) for classes certified under F.R.C.P. 23(b)(1), (b)(2) and (b)(3). The best notice practicable has been provided class members, including individual notice where members could be identified through reasonable effort. The

contents of that notice are stated in plain, easily understood language and satisfy all requirements of F.R.C.P. 23(c)(2)(B).

5. Gulf Coast Claims Facility (GCCF)

The GCCF was one of the largest claims processing facilities in U.S. history and was responsible for resolving the claims of both individuals and businesses relating to the Deepwater Horizon oil spill. The GCCF, which Ms. Keough helped develop, processed over one million claims and distributed more than \$6 billion within the first year-and-a-half of its existence. As part of the GCCF, Ms. Keough and her team coordinated a large notice outreach program which included publication in multiple journals and magazines in the Gulf Coast area. She also established a call center staffed by individuals fluent in Spanish, Vietnamese, Laotian, Khmer, French, and Croatian.

6. Hernandez v. Experian Info. Solutions, Inc.

No. 05-cv-1070 (C.D. Cal.)

This case asserts claims in violation of the Fair Credit Reporting Act. The litigation dates back to 2005, when José Hernandez filed his original Class Action Complaint in *Hernandez v. Equifax Info. Services, LLC, et al.*, No. 05-cv-03996 (N.D. Cal.), which was later transferred to C.D. Cal. and consolidated with several other related cases. In April 2009, a settlement agreement between Defendants and some plaintiffs was reached that would provide payments of damage awards from a \$45 million settlement fund. However, after being granted final approval by the Court, the agreement was vacated on appeal by the United States Circuit Court of Appeals for the Ninth Circuit. The parties resumed negotiations and reached an agreement in April 2017. The settlement provided both significant monetary (approximately \$38.7 million in non-reversionary cash) and non-monetary benefits. Ms. Keough oversaw the notice and administration efforts for the entire litigation. In approving the settlement and responding to objections about notice and administration expenses, Honorable David O. Carter, stated (April 6, 2018):

The Court finds, however, that the notice had significant value for the Class, resulting in over 200,000 newly approved claims—a 28% increase in the number of Class members who will receive claimed benefits—not including the almost 100,000 Class members who have visited the CCRA section of the Settlement Website thus far and the further 100,000 estimated visits expected through the end of 2019. (Dkt. 1114-1 at 3, 6). Furthermore, the notice and claims process is being conducted efficiently at a total cost of approximately \$6 million, or \$2.5 million less than the projected 2009 Proposed Settlement notice and claims process, despite intervening increases in postage rates and general inflation. In addition, the Court finds that the notice conducted in connection with the 2009 Proposed Settlement has significant ongoing value to this Class, first in notifying in 2009 over 15 million Class members of their rights under the Fair Credit Reporting Act (the ignorance of which for most Class members was one area on which Class Counsel and White Objectors’ counsel were in agreement), and because of the hundreds of thousands of claims submitted in response to that notice, and processed and validated by the claims administrator, which will be honored in this Settlement.

7. In re Air Cargo Shipping Services Antitrust Litig.

No. 06-md-1775 (JG) (VVP) (E.D.N.Y.)

This antitrust settlement involved five separate settlements. As a result, many class members were affected by more than one of the settlements, Ms. Keough constructed the notice and claims programs for each settlement in a manner which allowed for the comparison of claims data. Each claims administration program included claims processing, review of supporting evidence, and a deficiency notification process. The deficiency notification process included mailing of deficiency letters, making follow up phone calls, and sending emails to class members to help them complete their claim. To ensure accuracy throughout the claims process for each of the settlements, Ms. Keough created a process which audited many of the claims that were eligible for payment.

8. In re Classmates.com

No. C09-45RAJ (W.D. Wash.)

Ms. Keough managed a team that provided email notice to over 50 million users with an estimated success rate of 89%. When an email was returned as undeliverable, it was re-sent up to three times in an attempt to provide notice to the entire class. Additionally, Ms. Keough implemented a claims administration program which received over 699,000 claim forms and maintained three email addresses in which to receive objections, exclusions, and claim form requests. The Court approved the program when it stated:

The Court finds that the form of electronic notice... together with the published notice in the Wall Street Journal, was the best practicable notice under the circumstances and was as likely as any other form of notice to apprise potential Settlement Class members of the Settlement Agreement and their rights to opt out and to object. The Court further finds that such notice was reasonable, that it constitutes adequate and sufficient notice to all persons entitled to receive notice, and that it meets the requirements of Due Process...

9. In re General Motors LLC Ignition Switch Litig.

No. 2543 (MDL) (S.D.N.Y.)

Ms. Keough oversaw the creation of a Claims Facility for the submission of injury claims allegedly resulting from the faulty ignition switch. The Claims Facility worked with experts when evaluating the claim forms submitted. First, the Claims Facility reviewed thousands of pages of police reports, medical documentation, and pictures to determine whether a claim met the threshold standards of an eligible claim for further review by the expert. Second, the Claims Facility would inform the expert that a claim was ready for its review. Ms. Keough constructed a database which allowed for a seamless transfer of claim forms and supporting documentation to the expert for further review.

10. In re Oil Spill by the Oil Rig “Deepwater Horizon” in the Gulf of Mexico, on April 20, 2010

No. 2179 (MDL) (E.D. La.)

Following the closure of the Gulf Coast Claims Facility, the Deepwater Horizon Settlement claims program was created. There were two separate legal settlements that provided for two claims administration programs. One of the programs was for the submission of medical claims and the other was for the submission of economic and property damage claims. Ms. Keough played a key role in the formation of the claims program for the evaluation of economic and property damage claims. Additionally, Ms. Keough built and supervised the back-office mail and processing center in Hammond, Louisiana, which was the hub of the program. The Hammond center was visited several times by Claims Administrator Pat Juneau -- as well as by the District Court Judge and Magistrate -- who described it as a shining star of the program.

11. In re Stryker Rejuvenate and ABG II Hip Implant Products Liability Litig.

No. 13-2441 (MDL) (D. Minn.)

Ms. Keough and her team were designated as the escrow agent and claims processor in this \$1 billion settlement designed to compensate eligible U.S. Patients who had surgery to replace their Rejuvenate Modular-Neck and/or ABG II Modular-Neck hip stems prior to November 3, 2014. As the claims processor, Ms. Keough and her team designed internal procedures to ensure the accurate review of all medical documentation received; designed an interactive website which included online claim filing; and established a toll-free number to allow class members to receive information about the settlement 24 hours a day. Additionally, she oversaw the creation of a deficiency process to ensure claimants were notified of their deficient submission and provided an opportunity to cure. The program also included an auditing procedure designed to detect fraudulent claims and a process for distributing initial and supplemental payments. Approximately 95% of the registered eligible patients enrolled in the settlement program.

12. In re The Engle Trust Fund

No. 94-08273 CA 22 (Fla. 11th Jud. Cir. Ct.)

Ms. Keough played a key role in administering this \$600 million landmark case against the country's five largest tobacco companies. Miles A. McGrane, III, Trustee to the Engle Trust Fund recognized Ms. Keough's role when he stated:

The outstanding organizational and administrative skills of Jennifer Keough cannot be overstated. Jennifer was most valuable to me in handling numerous substantive issues in connection with the landmark Engle Trust Fund matter. And, in her communications with affected class members, Jennifer proved to be a caring expert at what she does.

13. In re Washington Mutual Inc., Sec. Litig.

No. 08-md-1919 MJP (W.D. Wash.)

Ms. Keough supervised the notice and claims administration for this securities class action which included three separate settlements with defendants totaling \$208.5 million. In addition to mailing notice to over one million class members, Ms. Keough managed the claims administration program, including the review and processing of claims, notification of claim deficiencies, and distribution. In preparation for the processing of claims, Ms. Keough and her team established a unique database to store the proofs of claim and supporting documentation; trained staff to the particulars of this settlement; created multiple computer programs for the entry of class member's unique information; and developed a program to calculate the recognized loss amounts pursuant to the plan of allocation. The program was designed to allow proofs of claim to be filed by mail or through an online portal. The deficiency process was established in order to reach out to class members who submitted incomplete proof of claims. It involved reaching out to claimants via letters, emails, and telephone calls.

14. In re Yahoo! Inc. Sec. Litig.

No. 17-cv-373 (N.D. Cal.)

Ms. Keough oversaw the notice and administration of this \$80 million securities settlement. In approving the settlement, Judge Lucy H. Koh, stated (September 7, 2018):

The Court hereby finds that the forms and methods of notifying the Settlement Class of the Settlement and its terms and conditions: met the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, and 15 U.S.C. § 78u-4(a)(7) (added to the Exchange Act by the Private Securities Litigation Reform Act of 1995); constituted the best notice practicable under the circumstances; and constituted due and sufficient notice to all persons and entities entitled thereto of these proceedings and the matters set forth herein, including the Settlement and Plan of Allocation.

15. Linneman, et al., v. Vita-Mix Corp., et al.

No. 15-cv-748 (S.D. Ohio)

Ms. Keough was hired by plaintiff counsel to design a notice program regarding this consumer settlement related to allegedly defective blenders. The Court approved Ms. Keough's plan and designated her as the notice expert for this case. As direct notice to the entire class was impracticable due to the nature of the case, Ms. Keough proposed a multi-faceted notice program. Direct notice was provided by mail or email to those purchasers identified through Vita-Mix's data as well as obtained through third parties, such as retailers, dealers, distributors, or restaurant supply stores. To reach the unknown class members, Ms. Keough oversaw the design of an extensive media plan that included published notice in *Cooking Light*, *Good Housekeeping*, and *People* magazine and digital notice placements through Facebook/Instagram, Twitter, and Conversant, as well as a paid search campaign through Google and Bing. In addition, the program included an informational and interactive website where class members could submit claims electronically, and a toll-free number that provided information to class members 24 hours a day. When approving the plan, Honorable Susan J. Dlott stated (May 3, 2018):

JND Legal Administration, previously appointed to supervise and administer the notice process, as well as oversee the administration of the Settlement, appropriately issued notice to the Class as more fully set forth in the Agreement, which included the creation and operation of the Settlement Website and more than 3.8 million mailed or emailed notices to Class Members. As of March 27, 2018, approximately 300,000 claims have been filed by Class Members, further demonstrating the success of the Court-approved notice program.

16. Loblaw Card Program

Jennifer Keough was selected by major Canadian retailer Loblaw and its counsel to act as program administrator in its voluntary remediation program as a result of a price-fixing scheme by some employees of the company involving bread products. The program offered a \$25 Card to all adults in Canada who purchased bread products in Loblaw stores between 2002 and 2015. Some 28 million Canadian residents were potential claimants. Ms. Keough and her team: (1) built an interactive website that was capable of withstanding hundreds of millions of “hits” in a short period of time; (2) built, staffed and trained a call center with operators available to take calls twelve hours a day, six days a week; (3) oversaw the vendor in charge of producing and distributing the cards; (4) was in charge of designing and overseeing fraud prevention procedures; and (5) handled myriad other tasks related to this high-profile and complex project.

17. New Orleans Tax Assessor Project

After Hurricane Katrina, the City of New Orleans began to reappraise properties in the area which caused property values to rise. Thousands of property owners appealed their new property values and the City Council did not have the capacity to handle all the appeals in a timely manner. As a result of the large number of appeals, the City of New Orleans hired Ms. Keough to design a unique database to store each appellant’s historical property documentation. Additionally, Ms. Keough designed a facility responsible for scheduling and coordinating meetings between the 5,000 property owners who appealed their property values and real estate agents or appraisers. The database that Ms. Keough designed facilitated the meetings between the property owners

and the property appraisers by allowing the property appraisers to review the property owner's documentation before and during the appointment with them.

18. Williams, et al. v. Weyerhaeuser Co.

Civil Action No. 995787 (Cal. Super. Ct.)

This landmark consumer fraud litigation against Weyerhaeuser Co. had over \$100 million in claims paid. The action involved exterior hardboard siding installed on homes and other structures throughout the United States from January 1, 1981 to December 31, 1999 that was alleged to be defective and prematurely fail when exposed to normal weather conditions.

Ms. Keough oversaw the administration efforts of this program, both when she was employed by Perkins Coie, who represented defendants, and later when she joined the administration firm handling the case. The claims program was extensive and went on for nine years, with varying claims deadlines depending on when the class member installed the original Weyerhaeuser siding. The program involved not just payments to class members, but an inspection component where a court-appointed inspector analyzed the particular claimant's siding to determine the eligibility and award level. Class members received a check for their damages, based upon the total square footage of damaged siding, multiplied by the cost of replacing, or, in some instances, repairing, the siding on their homes. Ms. Keough oversaw the entirety of the program from start to finish.



CASE EXPERIENCE

Ms. Keough has played an important role in hundreds of matters throughout her career. A partial listing of her notice and claims administration case work is provided below.

CASE NAME	CASE NUMBER	LOCATION
<i>Adzhikosyan v. Denver Mgmt. Inc.</i>	BC648100	Cal. Super. Ct.
<i>Allagas v. BP Solar Int'l, Inc.</i>	14-cv-00560 (SI)	N.D. Cal.
<i>Andreas-Moses, et al. v. Hartford Fire Ins. Co.</i>	17-cv-2019-Orl-37KRS	M.D. Fla.
<i>Anger v. Accretive Health d/b/a Medical Financial Solutions</i>	14-cv-12864	E.D. Mich.
<i>Arthur v. Sallie Mae, Inc.</i>	10-cv-00198-JLR	W.D. Wash.
<i>Atkins v. Nat'l. General Ins. Co., et al.</i>	16-2-04728-4	Wash. Super. Ct.
<i>Backer Law Firm, LLC v. Costco Wholesale Corp.</i>	15-cv-327 (SRB)	W.D. Mo.
<i>Beltran, et al. v. InterExchange, et al.</i>	14-cv-3074	D. Colo.
<i>Bollenbach Enters. Ltd. P'ship. v. Oklahoma Energy Acquisitions, et al.</i>	17-cv-00134	W.D. Okla.
<i>Briones v. Patelco Credit Union</i>	RG 16805680	Cal. Super. Ct.
<i>Brna v. Isle of Capri Casinos and Interblock USA, LLC</i>	17-cv-60144 (FAM)	S.D. Fla.
<i>Broussard, et al. v. Stein Mart, Inc.</i>	16-cv-03247	S.D. Tex.
<i>Browning v. Yahoo!</i>	C04-01463 HRL	N.D. Cal.
<i>Careathers v. Red Bull North America, Inc.</i>	13-cv-0369 (KPF)	S.D.N.Y.
<i>Carmack, et al. v. Amaya Inc., et al.</i>	16-cv-1884	D.N.J.
<i>Castro v. Cont'l Airlines, Inc.</i>	14-cv-00169	C.D. Cal.
<i>Cecil v. BP America Prod. Co.</i>	16-cv-410 (RAW)	E.D. Okla.
<i>Chester v. The TJX Cos., Inc., et al.</i>	15-cv-01437	C.D. Cal.
<i>Chieftain Royalty Co. v. XTO Energy, Inc.</i>	11-cv-00029-KEW	E.D. Okla.
<i>Cline, et al. v. TouchTunes Music Corp.</i>	14-CIV-4744 (LAK)	S.D.N.Y.
<i>Cobell v. Salazar</i>	96-cv-1285 (TFH)	D.D.C.
<i>Common Ground Healthcare Coop. v. The United States</i>	17-877C	F.C.C.
<i>Connolly v. Umpqua Bank</i>	C15-517 (TSZ)	W.D. Wash.

CASE NAME	CASE NUMBER	LOCATION
<i>Corona et al., v. Sony Pictures Entm't Inc.</i>	14-CV-09600-RGK-E	C.D. Cal.
<i>Courtney v. Avid Tech., Inc.</i>	13-cv-10686-WGY	D. Mass.
<i>Davis v. Carfax, Inc.</i>	CJ-04-1316L	D. Okla.
<i>DeFrees, et al. v. John C. Kirkland, et al. and U.S. Aerospace, Inc.</i>	CV 11-04574	C.D. Cal.
<i>del Toro Lopez v. Uber Technologies, Inc.</i>	17cv-06255-YGR	N.D. Cal.
<i>Delkener v. Cottage Health System, et al.</i>	30-2016-847934 (CU) (NP) (CXC)	Cal. Super. Ct.
<i>DeMarco v. AvalonBay Communities, Inc.</i>	15-cv-00628-JLL-JAD	D.N.J.
<i>Dixon et al. v. Zabka et al.</i>	11-cv-982	D. Conn.
<i>Djoric v. Justin Brands, Inc.</i>	BC574927	Cal. Super. Ct.
<i>Doan v. State Farm General Ins. Co.</i>	1-08-cv-129264	Cal. Super. Ct.
<i>Doughtery v. QuickSIUS, LLC</i>	15-cv-06432-JHS	E.D. Pa.
<i>Dover et al. v. British Airways, PLC (UK)</i>	12-cv-05567	E.D.N.Y.
<i>Easley v. The Reserves Network, Inc.</i>	16-cv-544	N.D. Ohio
<i>Edwards v. Hearst Communications, Inc.</i>	15-cv-9279 (AT) (JLC)	S.D.N.Y.
<i>EEOC v. Patterson-UTI Drilling Co. LLC</i>	5-cv-600 (WYD) (CBS)	D. Colo.
<i>Erica P. John Fund, Inc. v. Halliburton Co.</i>	02-cv-1152	N.D. Tex.
<i>Essex v. The Children's Place, Inc.</i>	15-cv-5621	D.N.J.
<i>Expedia Hotel Taxes & Fees Litig.</i>	05-2-02060-1 (SEA)	Wash. Super. Ct.
<i>Family Medicine Pharmacy LLC v. Impax Laboratories, Inc.</i>	17-cv-53	S.D. Ala.
<i>Family Medicine Pharmacy LLC v. Trxade Group Inc.</i>	15-cv-00590-KD-B	S.D. Ala.
<i>Farmer v. Bank of Am.</i>	11-cv-00935-OLG	W.D. Tex.
<i>Finerman v. Marriott Ownership Resorts, Inc.</i>	14-cv-1154-J-32MCR	M.D. Fla.
<i>Fosbrink v. Area Wide Protective, Inc.</i>	17-cv-1154-T-30CPT	M.D. Fla.
<i>Fresno County Employees Retirement Association, et al. v. comScore Inc.</i>	16-cv-1820 (JGK)	S.D.N.Y.
<i>Frost v. LG Elec. MobileComm U.S.A., Inc.</i>	37-2012-00098755-CU-PL-CTL	Cal. Super. Ct.
<i>FTC v. Consumerinfo.com</i>	SACV05-801 AHS (MLGx)	C.D. Cal.
<i>Gervasio et al. v. Wawa, Inc.</i>	17-cv-245 (PGS) (DEA)	D.N.J.
<i>Gormley v. magicJack Vocaltec Ltd., et al.</i>	16-cv-1869	S.D.N.Y.

CASE NAME	CASE NUMBER	LOCATION
<i>Gragg v. Orange Cab Co., Inc. and RideCharge, Inc.</i>	CV 12-576 RSL	W.D. Wash.
<i>Granados v. County of Los Angeles</i>	BC361470	Cal. Super. Ct.
<i>Hahn v. Hanil Dev., Inc.</i>	BC468669	Cal. Super. Ct.
<i>Harris, et al. v. Amgen, Inc., et al.</i>	CV 07-5442 PSG (PLAx)	C.D. Cal.
<i>Health Republic Ins. Co. v. The United States</i>	16-259C	F.C.C.
<i>Hernandez, et al. v. Experian Info. Solutions, Inc.</i>	05-cv-1070 (DOC) (MLGx)	C.D. Cal.
<i>Hines v. CBS Television Studios, et al.</i>	17-cv-7882 (PGG)	S.D.N.Y.
<i>Hopwood v. Nuance Commc'n, Inc.</i>	4:13-cv-02132-YGR	N.D. Cal.
<i>Howell v. Checkr, Inc.</i>	17-cv-4305	N.D. Cal.
<i>Huntzinger v. Suunto Oy and Aqua Lung America, Inc.</i>	37-2018-27159 (CU) (BT) (CTL)	Cal. Super. Ct.
<i>In re Air Cargo Shipping Services Antitrust Litig.</i>	06-md-1775 (JG) (VVP)	E.D.N.Y.
<i>In re Akorn, Inc. Sec. Litig.</i>	15-c-1944	N.D. Ill.
<i>In re Am. Express Fin. Advisors Sec. Litig.</i>	04 Civ. 1773 (DAB)	S.D.N.Y.
<i>In re AMR Corp., et al. (American Airlines Bankruptcy)</i>	1-15463 (SHL)	S.D.N.Y.
<i>In re Auction Houses Antitrust Litig.</i>	00-648 (LAK)	S.D.N.Y.
<i>In re AudioEye, Inc. Sec. Litig.</i>	15-cv-163 (DCB)	D. Ariz.
<i>In re Broiler Chicken Antitrust Litig.</i>	16-cv-08637	N.D. Ill.
<i>In re Classmates.com</i>	C09-45RAJ	W.D. Wash.
<i>In re CRM Holdings, Ltd. Sec. Litig.</i>	10-cv-00975-RPP	S.D.N.Y.
<i>In re General Motors LLC Ignition Switch Litig.</i>	2543 (MDL)	S.D.N.Y.
<i>In re Global Tel*Link Corp. Litig.</i>	14-CV-5275	W.D. Ark.
<i>In re GoPro, Inc. Shareholder Litig.</i>	CIV537077	Cal. Super. Ct.
<i>In re Guess Outlet Store Pricing</i>	JCCP No. 4833	Cal. Super. Ct.
<i>In re Initial Public Offering Sec. Litig. (IPO Sec. Litig.)</i>	No. 21-MC-92	S.D.N.Y.
<i>In re Intuit Data Litig.</i>	15-CV-1778-EJD	N.D. Cal.
<i>In re Legacy Reserves LP Preferred Unitholder Litig.</i>	2018-225 (JTL)	Del. Chancery
<i>In re LIBOR-Based Financial Instruments Antitrust Litig.</i>	11-md-2262 (NRB)	S.D.N.Y.

CASE NAME	CASE NUMBER	LOCATION
<i>In re MyFord Touch Consumer Litig.</i>	13-cv-3072 (EMC)	N.D. Cal.
<i>In re Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010</i>	2179 (MDL)	E.D. La.
<i>In re PHH Lender Placed Ins. Litig.</i>	12-cv-1117 (NLH) (KMW)	D.N.J.
<i>In re Polyurethane Foam Antitrust Litig.</i>	10-md-196 (JZ)	N.D. Ohio
<i>In re Processed Egg Prod. Antitrust Litig.</i>	08-MD-02002	E.D. Pa.
<i>In re Resonant Inc. Sec. Litig.</i>	15-cv-1970 (SJO) (MRW)	C.D. Cal.
<i>In re Stryker Rejuvenate and ABG II Hip Implant Products Liability Litig.</i>	13-md-2441	D. Minn.
<i>In Re SunTrust Banks, Inc. ERISA Litig.</i>	08-cv-03384-RWS	N.D. Ga.
<i>In re Tenet Healthcare Corp. Sec.</i>	CV-02-8462-RSWL (Rzx)	C.D. Cal.
<i>In re The Engle Trust Fund</i>	94-08273 CA 22	Fla. 11 th Cir. Ct.
<i>In re Unilife Corp. Sec. Litig.</i>	16-cv-3976 (RA)	S.D.N.Y.
<i>In re Washington Mutual Inc. Sec. Litig.</i>	8-md-1919 (MJP)	W.D. Wash.
<i>In re Webloyalty.com, Inc., Mktg. and Sales Practices Litig.</i>	06-11620-JLT	D. Mass.
<i>In re Wholesale Grocery Products Antitrust Litig.</i>	9-md-2090 (ADM) (TNL)	D. Minn.
<i>In re Williams Sec. Litig.</i>	02-CV-72-SPF (FHM)	N.D. Okla.
<i>In re Worldcom, Inc. Sec. Litig.</i>	2-CIV-3288 (DLC)	S.D.N.Y.
<i>In re Yahoo! Inc. Sec. Litig.</i>	17-cv-373	N.D. Cal.
<i>Ivery v. RMH Illinois, LLC and RMH Franchise Holdings, Inc.</i>	17-CIV-1619	N.D. Ill.
<i>Jeter, et al. v. Bullseye Energy, Inc., et al.</i>	12-cv-411 (TCK) (PJC)	N.D. Okla.
<i>Johnson, et al. v. MGM Holdings, Inc., et al.</i>	17-cv-00541	W.D. Wash.
<i>Kellgren, et al. v. Petco Animal Supplies, Inc., et al.</i>	13-cv-644 (L) (KSC)	S.D. Cal.
<i>Kissel v. Code 42 Software Inc., et al.</i>	SACV 15-1936 -JLS (KES)	C.D. Cal.
<i>Krueger v. Ameriprise Fin., Inc.</i>	11-cv-02781 (SRN/JSM)	D. Minn.
<i>Lindsay v. Cutter Wireline Service, Inc.</i>	7-cv-01445 (PAB) (KLM)	D. Colo.
<i>Linneman, et al., v. Vita-Mix Corp., et al.</i>	15-cv-748	S.D. Ohio
<i>Liotta v. Wolford Boutiques, LLC</i>	16-cv-4634	N.D. Ga.
<i>Lloyd v. CVB Financial Corp, et al.</i>	10-cv-6256 (CAS)	C.D. Cal.

CASE NAME	CASE NUMBER	LOCATION
<i>Loblaw Card Program</i>	Remediation Program	
<i>Martinez v. Rial de Minas, Inc., et al.</i>	16-cv-01947	D. Colo.
<i>McClellan v. Chase Home Fin.</i>	12-cv-01331-JGB-JEM	C.D. Cal.
<i>McGann, et al. v. Schnuck Markets Inc.</i>	1322-CC00800	Mo. Cir. Ct.
<i>McKibben, et al. v. McMahan, et al.</i>	14-2171 (JGB) (SP)	C.D. Cal.
<i>McKnight Realty Co. v. Bravo Arkoma, LLC and Bravo Natural Resources</i>	17-CIV-00308 (KEW)	E.D. Okla.
<i>McNeal v. AccentCare, Inc.</i>	15cv03304	N.D. Cal.
<i>McNeill v. Citation Oil & Gas Corp.</i>	17-CIV-121 (KEW)	E.D. Okla.
<i>McWilliams v. City of Long Beach</i>	BC361469	Cal. Super. Ct.
<i>Moeller v. Advance Magazine Publishers, Inc., d/b/a Condé Nast</i>	15-cv-05671 (NRB)	S.D.N.Y.
<i>Mojica, et al. v. Securus Technologies, Inc.</i>	14-CV-5258	W.D. Ark.
<i>Molnar v. 1-800-Flowers Retail, Inc.</i>	BC 382828	Cal. Super. Ct.
<i>Monteleone v. The Nutro Co.</i>	14-cv-00801-ES-JAD	D.N.J.
<i>Morel v. Lions Gate Entm't Inc.</i>	16-cv-1407 (JFC)	S.D.N.Y.
<i>Muir v. Early Warning Services, LLC</i>	16-cv-00521	D.N.J.
<i>Mylan Pharm., Inc. v. Warner Chilcott Pub. Ltd.</i>	12-3824	E.D. Pa.
<i>Nasseri v. Cytosport, Inc.</i>	BC439181	Cal. Super. Ct.
<i>Nesbitt v. Postmates, Inc.</i>	CGC-15-547146	Cal. Super. Ct.
<i>New Orleans Tax Assessor Project</i>	Tax Assessment Program	
<i>NMPA Late Fee Program Groups I-IVA</i>	Remediation Program	CRB
<i>Nozzi v. Housing Authority of the City of Los Angeles</i>	CV 07-0380 PA (FFMx)	C.D. Cal.
<i>Nwabueza v. AT&T</i>	C 09-01529 SI	N.D. Cal.
<i>O'Donnell v. Financial American Life Ins. Co.</i>	14-cv-01071	S.D. Ohio
<i>Ortez et al. v. United Parcel Service, Inc.</i>	17-cv-01202 (CMA) (SKC)	D. Colo.
<i>Parker v. Time Warner Entm't Co. L.P.</i>	239 F.R.D. 318	E.D.N.Y.
<i>Parmelee v. Santander Consumer USA Holdings Inc., et al.</i>	16-cv-783-K	N.D. Tex.
<i>Pickett v. Simos Insourcing Solutions Corp.</i>	17-cv-01013	N.D. Ill.
<i>Pierce, et al. v Anthem Ins. Cos., Inc.</i>	15-cv-00562-TWP-TAB	S. D. Ind.
<i>Press, et al. v. J. Crew Group, Inc., et al.</i>	56-2018-512503 (CU) (BT) (VTA)	Cal. Super. Ct.

CASE NAME	CASE NUMBER	LOCATION
<i>Purcell v. United Propane Gas, Inc.</i>	14-CI-729	Ky. 2nd Cir.
<i>Reirdon v. Cimarex Energy Co.</i>	16-CIV-113 (KEW)	E.D. Okla.
<i>Rice v. Insync</i>	30-2014-00701147-CU-NP-CJC	Cal. Super. Ct.
<i>Rich v. EOS Fitness Brands, LLC</i>	RIC1508918	Cal. Super. Ct.
<i>Roman v. Antelope Valley Newspapers, Inc.,</i>	BC382639	Cal. Super. Ct.
<i>Rotatori v. TGI Fridays</i>	14-0081-B	Mass. Super.
<i>Ruppel v. Consumers Union of United States, Inc.</i>	16-cv-2444 (KMK)	S.D.N.Y.
<i>Saccoccio v. JP Morgan Chase</i>	13-cv-21107	S.D. Fla.
<i>San Antonio Fire & Police Pension Fund v. Dole Food Co., Inc. et al.</i>	15-cv-1140 (LPS)	E.D. Del.
<i>Sanders v The CJS Solutions Group, LLC</i>	17-cv-03809	S.D.N.Y.
<i>Schlesinger, et al. v. Ticketmaster</i>	BC304565	Cal. Super. Ct.
<i>Schourup v. Private Label Nutraceuticals, LLC, et al.</i>	2015cv01026	C.D. Cal.
<i>Schwartz v. Intimacy in New York, LLC</i>	13-cv-5735 (PGG)	S.D.N.Y.
<i>Schwartz v. Opus Bank, et al.</i>	16-cv-7991 (AB) (JPR)	C.D. Cal.
<i>Soderstrom v. MSP Crossroads Apartments LLC</i>	16-cv-233 (ADM) (KMM)	D. Minn.
<i>Solano v. Amazon Studios LLC</i>	17-cv-01587 (LGS)	S.D.N.Y.
<i>Soto v. Diakon Logistics (Delaware), Inc.</i>	08-cv-33-L(WMC)	S.D. Cal.
<i>Steele v. PayPal, Inc.</i>	05-CV-01720 (ILG) (VVP)	E.D.N.Y.
<i>Stillman v. Clermont York Assocs. LLC</i>	603557/09E	N.Y. Sup. Ct.
<i>Stretch v. State of Montana</i>	DV-04-713 (A)	Mont. 11th Dist. Ct.
<i>Strickland v. Carrington Mortgage Services, LLC, et al.</i>	16-cv-25237	S.D. Fla.
<i>Sullivan, et al. v Wenner Media LLC</i>	16-cv-00960-JTN-ESC	W.D. Mich.
<i>Szafarz v. United Parcel Service, Inc.</i>	SUCV2016-2094-BLS2	Mass. Super. Ct.
<i>Terrell v. Costco Wholesale Corp.</i>	16-2-19140-1-SEA	Wash. Super. Ct.
<i>The City of Los Angeles, et al. v. Bankrate, Inc. et al.</i>	14-cv-81323 (DMM)	S.D. Fla.
<i>The People of the State of New York v. Steven Croman, et al.</i>	450545/2016	N.Y. Sup. Ct.
<i>Tkachyk v. Traveler's Ins., et al.</i>	16-28-m (DLC)	D. Mont.

CASE NAME	CASE NUMBER	LOCATION
<i>T-Mobile Remediation Program</i>	Remediation Program	
<i>Tolliver v. Avvo, Inc.</i>	16-2-5904-0 (SEA)	Wash. Super. Ct.
<i>Townes, IV v. Trans Union, LLC</i>	04-1488-JJF	D. Del.
<i>Tyus v. General Info. Solutions LLC</i>	2017CP3201389	S.C. C.P.
<i>United States of America v. City of Chicago</i>	16-c-1969	N.D. Ill.
<i>United States of America v. Greyhound Lines, Inc.</i>	16-67-RGA	D. Del.
<i>United States v. The City of Austin</i>	14-cv-00533-LY	W.D. Tex.
<i>Viesse v. Saar's Inc.</i>	17-2-7783-6 (SEA)	Wash. Super. Ct.
<i>Wahl v. Yahoo! Inc. d/b/a Rivals.com</i>	17-cv-2745 (BLF)	N.D. Cal.
<i>Walton, et al. v. AT&T Services, Inc.</i>	15-cv-3653 (VC)	N.D. Cal.
<i>WellCare Sec. Litig.</i>	07-cv-01940-VMC-EAJ	M.D. Fla.
<i>Williams, et al. v. Weyerhaeuser Co.</i>	995787	Cal. Super. Ct.
<i>Wornicki v. Brokerpriceopinion.com, Inc.</i>	13-cv-03258 (PAB) (KMT)	D. Colo.

IV.

JUDICIAL RECOGNITION

Courts have favorably recognized Ms. Keough's work as outlined by the sampling of judicial comments from her programs at JND.

1. Judge Kimberly E. West

McNeill v. Citation Oil & Gas Corp., (January 14, 2019)

No. 17-CIV-121 (KEW) (E.D. Okla.):

The Court further finds that due and proper notice, by means of the Notice and Summary Notice, was given to the Settlement Class in conformity with the Settlement Agreement and Preliminary Approval Order. The form, content, and method of communicating the Notice disseminated to the Settlement Class and the Summary Notice published pursuant to the Settlement Agreement and the Preliminary Approval Order: (i) constituted the best practicable notice under the circumstances; (ii) constituted notice reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Lawsuit, the settlement, their right to exclude themselves from the settlement, their right to object to the settlement or any part thereof and their right to appear at the Final Fairness Hearing; (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons and entities entitled to such notice; and (iv) met all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause of the United States Constitution, the Due Process protections of the State of Oklahoma and other applicable law.

2. Judge Kimberly E. West

McKnight Realty Co. v. Bravo Arkoma, LLC and Bravo Natural Resources,

(December 21, 2018)

No. 17-CIV-00308 (KEW) (E.D. Okla.):

Notice of the Settlement was properly mailed to the putative members of the Settlement Class with known valid mailing addresses and was published, with

both the mailing of notice and the publication of notice having been performed in compliance with the requirements specified in this Court's prior orders and in the Settlement Agreement. The Court previously approved both the Plan of Notice and the Notice of Settlement and now finds, orders, and adjudges that the notice to the Settlement Class of the Settlement Fairness Hearing was proper and sufficient under all applicable laws and represents the most practical means of giving notice under the circumstances.

3. Judge Naomi Reice Buchwald

In re LIBOR-Based Financial Instruments Antitrust Litig., (December 20, 2018)
No. 11-md-2262 (NRB) (S.D.N.Y.):

The Court hereby finds that the forms and methods of notifying the Lender Class of the Settlements and their terms and conditions met the requirements of the United States Constitution (including the Due Process Clause), Rule 23 of the Federal Rules of Civil Procedure, and all other applicable law and rules; constituted the best notice practicable under the circumstances; and constituted due and sufficient notice to all Lender Class Members entitled thereto of these proceedings and the matters set forth herein, including the Settlements and Plan of Distribution.

4. Judge Kimberly E. West

Reirdon v. Cimarex Energy Co., (December 18, 2018)
No. 16-CIV-113 (KEW) (E.D. Okla.):

The Court further finds that due and proper notice, by means of the Notice and Summary Notice, was given to the Settlement Class in conformity with the Settlement Agreement and Preliminary Approval Order...The Court also approves the efforts and activities of the Settlement Administrator, JND Legal Administration, and the Escrow Agent, Signature Bank, in assisting with certain aspects of the administration of the Settlement, and directs them to continue to assist Class Representative in completing the administration and distribution of the Settlement in accordance with the Settlement Agreement, this Judgment, any Plan of Allocation approved by the Court, and the Court's other orders.

5. Honorable Kenneth J. Medel

Huntzinger v. Suunto Oy and Aqua Lung America, Inc., (December 14, 2018)
No. 37-2018-27159 (CU) (BT) (CTL) (Cal. Super. Ct.):

The Court finds that the Class Notice and the Notice Program implemented pursuant to the Settlement Agreement and Preliminary Approval Order constituted the best notice practicable under the circumstances to all persons within the definition of the Class and fully complied with the due process requirement under all applicable statutes and laws and with the California Rules of Court.

6. Honorable Sallie Kim

Howell v. Checkr, Inc., (December 13, 2018)
No. 17-cv-4305 (N.D. Cal.):

The Court further finds and concludes that the Notices and the distribution procedures set forth in the Settlement Agreement fully satisfy Federal Rule of Civil Procedure 23 and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all members of the Settlement Class who could be identified through reasonable effort, provided an opportunity for the Settlement Class Members to object or exclude themselves from the settlement, and supports the Court's exercise of jurisdiction over the Settlement Class as contemplated in the settlement and this Final Order.

7. Honorable Kenneth M. Karas

Ruppel v. Consumers Union of United States, Inc., (December 4, 2018)
No. 16-cv-2444 (KMK) (S.D.N.Y.):

The notice provided to the Settlement Class pursuant to the Settlement Agreement (Dkt. 97-1) and order granting Preliminary Approval (Dkt. 99) - including (i) direct notice to the Settlement Class via email and U.S. mail, based on the comprehensive Settlement Class List provided by Defendant, and (ii) the creation of the Settlement Website - fully complied with the requirements of Fed. R. Civ. P. 23 and due process, and was reasonably calculated under the circumstances to

apprise the Settlement Class of the pendency of the Action, their right to object to or to exclude themselves from the Settlement Agreement, and their right to appear at the Final Approval Hearing.

8. Judge Mark H. Cohen

Liotta v. Wolford Boutiques, LLC, (November 30, 2018)

No. 16-cv-4634 (N.D. Ga.):

The Notice Program included written mail notice via post-card pursuant to addresses determined from a look-up on the telephone numbers using a historic look-up process designed to identify the owner of the relevant telephone numbers on July 7, 2016 and September 2, 2016. Keough Decl. ¶¶ 3-4. The Claims Administrator used multiple databases to determine addresses and names of the cellular telephone owners at the time the text messages were sent. Keough Decl. ¶ 3. The Parties' filed evidence that the Claims Administrator provided notice in conformance with the Notice Program approved by the Court. Id. ¶ 4 & Ex. A; Settlement Agreement § C.4; Prelim. Approval Order at 16-17. This notice constituted the most effective and best notice practicable under the circumstances of the Settlement Agreement and the fairness hearing. The notice constituted due and sufficient notice for all other purposes to all persons entitled to receive notice.

9. Judge Kimberly E. West

Cecil v. BP America Prod. Co., (November 19, 2018)

No. 16-cv-410 (RAW) (E.D. Okla.):

The form, content, and method of communicating the Notice of Settlement, together with the class settlement website referred to therein: (i) constituted the best notice practicable under the circumstances; (ii) constituted notice reasonably calculated, under the circumstances, to apprise potential Class Members of the pendency of the Litigation, the proposed Settlement Agreement, their right to exclude themselves from the proposed Settlement Agreement and resulting Settlement, their right to object to the same of any part thereof, and their right to appear at the Final Fairness Hearing; (iii) was reasonable and constituted due, adequate, and sufficient

notice to all persons and entities entitled to such notice; and (iv) met all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause of the United States Constitution, the Due Process protection of the State of Oklahoma, and any other applicable law.

10. Honorable Thomas M. Durkin

In re Broiler Chicken Antitrust Litig., (November 16, 2018)
No. 16-cv-8637 (N.D. Ill.):

The notice given to the Class, including individual notice to all members of the Class who could be identified through reasonable efforts, was the best notice practicable under the circumstances. Said notice provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed settlement set forth in the Settlement Agreement, to all persons entitled to such notice, and said notice fully satisfied the requirements of Rules 23(c)(2) and 23(e)(1) of the Federal Rules of Civil Procedure and the requirements of due process.

11. Honorable Beth Labson Freeman

Wahl v. Yahoo! Inc. d/b/a Rivals.com, (November 15, 2018)
No. 17-cv-2745 (BLF) (N.D. Cal.):

The Settlement Class was provided with adequate notice of the settlement and an opportunity to object or opt out. The notice satisfied all applicable legal requirements, including those under Federal Rule of Civil Procedure 23 and the United States Constitution.

12. Honorable Tanya Walton Pratt

Pierce, et al. v Anthem Ins. Cos., Inc., (November 13, 2018)
No. 15-cv-00562-TWP-TAB (S. D. Ind.):

The Court hereby finds and concludes that Notice and the Supplemental Notice was disseminated to members of the Settlement Class in accordance with the terms of the Agreement and that the Notice and its dissemination were in compliance

with the Agreement and this Court's Preliminary Approval. The Court further finds and concludes that the Notice implemented pursuant to the Settlement Agreement constitutes the best practicable notice; is notice that is reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action, their right to accept, object to or exclude themselves from the proposed settlement and to appear at the fairness hearing; constitutes reasonable, due, adequate and sufficient notice to all persons entitled to receive notice; and meets all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause of the United States Constitution and any Rules of the Court.

13. Judge Maren E. Nelson

Granados v. County of Los Angeles, (October 30, 2018)

No. BC361470 (Cal. Super. Ct.):

JND's Media Notice plan is estimated to have reached 83% of the Class. The overall reach of the Notice Program was estimated to be over 90% of the Class. (Keough Decl., at ¶12.). Based upon the notice campaign outlined in the Keough Declaration, it appears that the notice procedure was aimed at reaching as many class members as possible. The Court finds that the notice procedure satisfies due process requirements.

14. Judge Maren E. Nelson

McWilliams v. City of Long Beach, (October 30, 2018)

No. BC361469 (Cal. Super. Ct.):

It is estimated that JND's Media Notice plan reached 88% of the Class and the overall reach of the Notice Program was estimated to be over 90% of the Class. (Keough Decl., at ¶12.). Based upon the notice campaign outlined in the Keough Declaration, it appears that the notice procedure was aimed at reaching as many class members as possible. The Court finds that the notice procedure satisfies due process requirements.

15. Judge Cheryl L. Pollak

Dover et al. v. British Airways, PLC (UK), (October 9, 2018)
No. 12-cv-5567 (E.D.N.Y.), in response to two objections:

JND Legal Administration was appointed as the Settlement Claims Administrator, responsible for providing the required notices to Class Members and overseeing the claims process, particularly the processing of Cash Claim Forms...the overwhelmingly positive response to the Settlement by the Class Members, reinforces the Court's conclusion that the Settlement is fair, adequate, and reasonable.

16. Judge Edward J. Davila

In re Intuit Data Litig., (October 4, 2018)
No. 15-CV-1778-EJD (N.D. Cal.):

The Court approves the program for disseminating notice to Class Members set forth in the Agreement and Exhibit A thereto (herein, the "Notice Program"). The Court approves the form and content of the proposed forms of notice, in the forms attached as Attachments 1 through 3 to Exhibit A to the Agreement. The Court finds that the proposed forms of notice are clear and readily understandable by Class Members. The Court finds that the Notice Program, including the proposed forms of notice, is reasonable and appropriate and satisfies any applicable due process and other requirements, and is the only notice to the Class Members of the Settlement that is required.

17. Judge Phillip Brimmer

Wornicki v. Brokerpriceopinion.com, Inc., (September 20, 2018)
No. 13-cv-03258 (PAB) (KMT) (D. Colo.):

The Class Notice was the best practicable notice under the circumstances and constituted valid, sufficient, and due notice to all members of the Settlement Class. The Class Notice fully satisfied the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, and all other applicable law.

18. Judge Lucy H. Koh

In re Yahoo! Inc. Sec. Litig., (September 7, 2018)

No. 17-cv-373 (N.D. Cal.):

The Court hereby finds that the forms and methods of notifying the Settlement Class of the Settlement and its terms and conditions: met the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, and 15 U.S.C. § 78u-4(a) (7) (added to the Exchange Act by the Private Securities Litigation Reform Act of 1995); constituted the best notice practicable under the circumstances; and constituted due and sufficient notice to all persons and entities entitled thereto of these proceedings and the matters set forth herein, including the Settlement and Plan of Allocation.

19. Judge Michael H. Watson

O'Donnell v. Financial American Life Ins. Co., (August 24, 2018)

No. 14-cv-01071 (S.D. Ohio):

The Court finds that the Class Notice and the notice methodology implemented pursuant to this Settlement Agreement (as evidenced by the Declaration of Settlement Administrator Keough, JND Legal Administration): (1) constituted the best practicable notice; (2) constituted notice that was reasonably calculated, under the circumstances, to apprise Class Members of the terms of the Proposed Settlement, the available relief, the release of claims, their right to object or exclude themselves from the proposed Settlement, and their right to appear at the fairness hearing; (3) were reasonable and constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and (4) met all applicable requirements of the Federal Rules of Civil Procedure, the Class Action Fairness Act, the United States Constitution (including the Due Process Clause), the Rules of the Court, and any other applicable law.

20. Judge Timothy J. Corrigan

Finerman v. Marriott Ownership Resorts, Inc., (August 15, 2018)

No. 14-cv-1154-J-32MCR (M.D. Fla.):

Notice was given by Mail in accordance with the Settlement Agreement and the Preliminary Approval Order. The Class Notice, Claim Form, Preliminary Approval Order, Petition for Attorney's Fees, and Settlement Agreement (without exhibits) were also posted on the Settlement Website at www.cruisefaresettlement.com. These forms of class notice fully complied with the requirements of Rule 23(c)(2)(B) and due process, constituted the best notice practicable under the circumstances, and were due and sufficient notice to all persons entitled to notice of the settlement of this lawsuit.

21. Honorable Kenneth J. Medel

Huntzinger v. Suunto Oy and Aqua Lung America, Inc., (August 10, 2018)

No. 37-2018-27159 (CU) (BT) (CTL) (Cal. Super. Ct.):

The Court finds that the notice to the Class Members regarding settlement of this Action, including the content of the notices and method of dissemination to the Class Members in accordance with the terms of Settlement Agreement, constitute the best notice practicable under the circumstances and constitute valid, due and sufficient notice to all Class Members, complying fully with the requirements of California Code of Civil Procedure § 382, California Civil Code § 1781, California Rules of Court Rules 3.766 and 3.769(f), the California and United States Constitutions, and any other applicable law.

22. Honorable Thomas M. Durkin

In re Broiler Chicken Antitrust Litig., (June 22, 2018)

No. 16-cv-8637 (N.D. Ill.):

The proposed notice plan set forth in the Motion and the supporting declarations comply with Rule 23(c)(2)(B) and due process as it constitutes the best notice that is practicable under the circumstances, including individual notice vial mail and email

to all members who can be identified through reasonable effort. The direct mail and email notice will be supported by reasonable publication notice to reach class members who could not be individually identified.

23. Honorable Mary E. Roberts

Terrell v. Costco Wholesale Corp., (June 15, 2018)

No. 16-2-19140-1-SEA (Wash. Super. Ct.):

Pursuant to the Court's Preliminary Approval Order, the Notice was distributed to the Class by email and US Mail. The Court hereby finds and concludes that the Notice was disseminated to members of the Settlement Class in accordance with the terms set forth in the Settlement and in compliance with the Court's Preliminary Approval Order. The Court further finds and concludes that the Notice, and the distribution procedures set forth in the Settlement fully satisfy CR 23(c)(2) and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all members of the Settlement Class who could be identified through reasonable effort, provided an opportunity for the Settlement Class Members to object or exclude themselves from the Settlement, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Settlement and this Final Approval Order.

24. Honorable Stanley R. Chesler

Muir v. Early Warning Services, LLC, (June 13, 2018)

No. 16-cv-00521 (D.N.J.):

Notice to the Class required by Rule 23(e) of the Federal Rules of Civil Procedure has been provided in accordance with the Court's Preliminary Approval Order, and such notice has been given in an adequate and sufficient manner; constitutes the best notice practicable under the circumstances; and satisfies Rule 23(e) and due process. The Court is informed the Mail Notice was sent by first class mail to approximately 211 Settlement Class Members by JND Legal Administration, the third-party Settlement Administrator.

25. Honorable Lewis A. Kaplan

Cline, et al. v. TouchTunes Music Corp., (May 24, 2018)

No. 14-CIV-4744 (LAK) (S.D.N.Y.):

The Court finds that the Notice Program has been implemented by the Claims Administrator and Parties, and that such Notice Program, including of the utilized Notice Form, constitutes the best notice practicable under the circumstances and fully satisfied due process, the requirements of Rule 23 of the Federal Rules of Civil Procedure, and all other applicable laws.

26. Judge Janet T. Neff

Sullivan, et al. v Wenner Media LLC, (May 22, 2018)

No. 16-cv-00960-JTN-ESC (W.D. Mich.):

The Settlement Administrator completed the delivery of Class Notice according to the terms of the Agreement. The Class Notice given by the Settlement Administrator to the Settlement Class, which set forth the principal terms of the Agreement and other matters, was the best practicable notice under the circumstances.

27. Honorable Otis D. Wright, II

Chester v. The TJX Cos., Inc., et al., (May 14, 2018)

No. 15-cv-1437 (C.D. Cal.):

... the Court finds and determines that the Notice to Class Members was complete and constitutionally sound, because individual notices were mailed and/or emailed to all Class Members whose identities and addresses are reasonably known to the Parties, and Notice was published in accordance with this Court's Preliminary Approval Order, and such notice was the best notice practicable.

28. Honorable Susan J. Dlott

Linneman, et al., v. Vita-Mix Corp., et al., (May 3, 2018)

No. 15-cv-748 (S.D. Ohio):

JND Legal Administration, previously appointed to supervise and administer the notice process, as well as oversee the administration of the Settlement, appropriately issued notice to the Class as more fully set forth in the Agreement, which included the creation and operation of the Settlement Website and more than 3.8 million mailed or emailed notices to Class Members. As of March 27, 2018, approximately 300,000 claims have been filed by Class Members, further demonstrating the success of the Court-approved notice program.

29. Honorable David O. Carter

Hernandez/White v. Experian Info. Solutions, Inc., (April 6, 2018)

No. 05-cv-1070 (C.D. Cal.):

The White Objectors and the Green Objectors argue that the notice and administration expenses are too high, contending that these expenses are duplicative of the costs incurred in connection with the 2009 Proposed Settlement and should have been paid by Class Counsel. (See Dkt. 1107 at 7; Dkt. 1112 at 10.) The Court finds, however, that the notice had significant value for the Class, resulting in over 200,000 newly approved claims—a 28% increase in the number of Class members who will receive claimed benefits—not including the almost 100,000 Class members who have visited the CCRA section of the Settlement Website thus far and the further 100,000 estimated visits expected through the end of 2019. (Dkt. 1114-1 at 3, 6). Furthermore, the notice and claims process is being conducted efficiently at a total cost of approximately \$6 million, or \$2.5 million less than the projected 2009 Proposed Settlement notice and claims process, despite intervening increases in postage rates and general inflation. In addition, the Court finds that the notice conducted in connection with the 2009 Proposed Settlement has significant ongoing value to this Class, first in notifying in 2009 over 15 million Class members of their rights under the Fair Credit Reporting Act (the ignorance of which for most Class members was one area on which Class Counsel and White Objectors' counsel

were in agreement), and because of the hundreds of thousands of claims submitted in response to that notice, and processed and validated by the claims administrator, which will be honored in this Settlement.

30. Judge Joe Heaton

Bollenbach Enterprises Ltd. P'ship v. Oklahoma Energy Acquisitions, et al.,

(March 12, 2018)

No. 17-cv-00134 (W.D. Okla.):

Notice of the fairness hearing and the proposed settlement was properly mailed to the putative members of the Settlement Class with known valid mailing addresses and was published, with both the mailing of notice and the publication of notice having been performed in compliance with the requirements specified in this Court's prior orders and in the Settlement Agreement. The Court previously approved both the Plan of Notice and the Notice of Settlement and now finds, orders, and adjudges that the notice to the Settlement Class of the settlement fairness hearing was proper and sufficient under all applicable laws and represents the most practical means of giving notice under the circumstances.

31. Judge Maren E. Nelson

Djoric v. Justin Brands, Inc., (March 12, 2018)

No. BC574927 (Cal. Super. Ct.):

Based on the number of claims submitted the Court concludes that the notice was adequate and the best available means under the circumstances.

32. Honorable Samuel S. Chung

Viesse v. Saar's Inc., (March 5, 2018)

No. 17-2-7783-6 (SEA) (Wash. Super. Ct.):

The Court finds that the notice that has been provided to Settlement Class members, as well as the means by which it was provided, all of which the Court previously approved, constitutes the best notice practicable under the circumstances and is

in full compliance with United States Constitution, CR23, to the extent applicable, FRCP 23, and the requirements of due process.

33. Honorable Solomon Olive, Jr.

Easley v. The Reserves Network, Inc., (February 26, 2018)
No. 16-cv-544 (N.D. Ohio):

The Court hereby finds and concludes that the Postcard Notice was disseminated to members of the Settlement Class in accordance with the terms set forth in the Settlement Agreement and in compliance with this Court's Preliminary Approval Order. The Court further finds and concludes that the Postcard Notice, and the distribution procedures set forth in the Settlement Agreement fully satisfy Fed. R. Civ. P. 23 and the requirements of due process...

34. Judge Federico A. Moreno

Brna v. Isle of Capri Casinos and Interblock USA, LLC, (February 20, 2018)
No. 17-cv-60144 (FAM) (S.D. Fla.):

Class Counsel has filed with the Court a Declaration from JND Legal Administration, the independent third-party Settlement Administrator for the Settlement, establishing the Settlement Notice and Claim Form were delivered by email and mail to the class members on November 27, 2017 and December 4, 2017, the Settlement website was established on November 27, 2017, and Claim Forms were also available electronically on the website. Adequate notice was given to the Settlement Class Members in compliance with the Settlement Agreement and the preliminary approval order.

35. Honorable Percy Anderson

Nozzi, et al. v. Housing Authority for the City of Los Angeles, et al., (February 15, 2018)
No. CV 07-380 PA (FFMx) (C.D. Cal.):

The notice given in this case was reasonably calculated to reach the Damages Class... Finally, a notice was published in the L.A. Times for three consecutive weeks on

August 18, 2017, August 25, 2017, and September 1, 2017, and a 30-day internet advertising campaign was launched on Facebook, Instagram, and Twitter to inform Class Members about the settlement. (Keough Decl. ¶ 12.) The Court therefore concludes that the notice procedures satisfied the requirements of Due Process and Federal Rule of Civil Procedure 23(e).

36. Judge Knox McMahon

Tyus v. General Information Solutions LLC, (December 11, 2017)
No. 2017CP3201389 (S.C. C.P.):

The Court hereby finds and concludes that the Mail Notice was disseminated to members of the Settlement Class in accordance with the terms set forth in the Settlement Agreement and compliance with the Court's Preliminary Approval Order. The Court further finds and concludes that the Mail Notice and the distribution procedures set forth in the Settlement Agreement fully satisfy South Carolina Rule of Civil Procedure 23 and the requirements of due process, was the best notice practicable under the circumstances, provided individual notice to all members of the Settlement Class who could be identified through reasonable effort, provided an opportunity for the Settlement Class Members to object or exclude themselves from the settlement, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the settlement and Final Order.

37. Judge Ann D. Montgomery

In re Wholesale Grocery Products Antitrust Litig., (November 16, 2017)
No. 9-md-2090 (ADM) (TNL) (D. Minn.):

Notice provider and claims administrator JND Legal Administration LLC provided proof that mailing conformed to the Preliminary Approval Order in a declaration filed contemporaneously with the Motion for Final Approval of Class Settlement. This notice program fully complied with Fed. R. Civ. P. 23, satisfied the requirements of due process, is the best notice practicable under the circumstances, and constituted due and adequate notice to the Class of the Settlement, Final Approval Hearing and other matters referred to in the Notice.

38. Honorable Harold Kahn

Nesbitt v. Postmates, Inc., (November 8, 2017)

No. CGC-15-547146 (Cal. Super. Ct.):

The Court finds that the Notice provided for in the Order of Preliminary Approval of Settlement has been provided to the Settlement Class, and the Notice provided to the Settlement Class constituted the best notice practicable under the circumstances, and was in full compliance with the notice requirements of Cal. Code Civil Procedure § 382, Cal. Rules of Court 3.766 and 3.769, the Cal. and United States Constitution, and other applicable law.

39. Honorable Robert S. Lasnik

Gragg v. Orange Cab Co., Inc. and RideCharge, Inc., (October 5, 2017)

No. C12-0576RSL (W.D. Wash.):

The Settlement Administrator completed the delivery of Class Notice according to the terms of the Agreement. The Class Notice given by the Settlement Administrator to the Settlement Class, which set forth the principal terms of the Agreement and other matters, was the best practicable notice under the circumstances...The Class Notice given to the Settlement Class Members satisfied the requirements of Federal Rule of Civil Procedure 23 and the requirements of constitutional due process.

40. Honorable Robert D. Kalish

Stillman v. Clermont York Assoc. LLC, (June 30, 2017)

No. 603557/09E (N.Y. Sup. Ct.):

The Court hereby determines that the Notice complied with requirements of CPLR § 904, Rules 907 and 908 and due process and was the best notice practicable under the circumstances and constituted due and sufficient notice to all persons entitled thereto, including individual notice to all Class Members who could be located through reasonable effort.

41. Chief Judge Dana L. Christensen

Tkachyk v. Travelers Ins., et al., (May 17, 2017)

No. 16-28-m (DLC) (D. Mont.):

It is hereby determined that the Notice Plan and the Class Notice constituted the best notice practicable under the circumstances to all members of the Settlement Class, and is therefore finally approved as reasonable. Due and adequate notice of the pendency of this Action and of the Settlement has been provided to all the Settlement Class Members, and this Court hereby finds that the Class Notice complied fully with the requirements of due process, the Federal Rules of Civil Procedure...

42. The Honorable Philip S. Gutierrez

Harris, et al. v. Amgen, Inc., et al., (April 4, 2017)

No. CV 07-5442 PSG (PLAx) (C.D. Cal.):

Class counsel retained JND to provide notice and administration services for this litigation. See generally Keough Decl. JND mailed 13,344 class action notices to class members by first-class mail on January 14, 2017. See Keough Decl., ¶ 6. If the mailings returned undeliverable, JND used skip tracing to identify the most updated addresses for class members. Id. To date, JND reports that only 179 notices are undeliverable. Id. ¶ 7. Moreover, as of March 21, 2017, the deadline for filing objections, JND had received no objections to the final settlement agreement. The lack of objections is an indicator that class members find the settlement to be fair, reasonable, and adequate.

43. Judge Christina A. Snyder

Lloyd v. CVB Financial Corp, et al., (March 13, 2017)

No. 10-cv-6256 (CAS) (C.D. Cal.):

The Court finds that the dissemination of the Notice and the publication of the Summary Notice: (a) were implemented in accordance with the Preliminary Approval Order; (b) constituted the best notice practicable under the circumstances; ... constituted due, adequate, and sufficient notice to all persons and entities entitled

to receive notice of the proposed Settlement; and (e) satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), the Private Securities Litigation Reform Act of 1995, 15 U.S.C. § 78u-4, as amended, and all other applicable law and rules.

44. Honorable Susan Illston

Allagas v. BP Solar Int'l, Inc., (December 22, 2016)

No. 14-cv-00560 (SI) (N.D. Cal.):

The complexity, expense and likely duration of the litigation favors the Settlement, which provides meaningful and substantial benefits on a much shorter time frame than otherwise possible, and avoids risk to class certification and the Class's case on the merits...The Court appoints Jennifer Keough of JND Legal Administration to serve as the Independent Claims Administrator ("ICA") as provided under the Settlement.

— EXHIBIT —

B-1

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA

A federal court authorized this Notice. This is not a solicitation from a lawyer.

Women who were seen for treatment by Dr. George Tyndall at USC’s student health center may be eligible for benefits from a class action settlement.

- A settlement has been reached with the University of Southern California and its Board of Trustees (together “USC”) and with Dr. George M. Tyndall, M.D. (“Dr. Tyndall”) (collectively “Defendants”) in a class action lawsuit. Plaintiffs allege in the lawsuit that Dr. Tyndall assaulted, abused, sexually harassed, committed medical malpractice related to a Women’s Health Issue against, or otherwise acted inappropriately towards, female patients while he was a gynecologist at the USC student health center and that USC failed to respond appropriately.
- The settlement provides a \$215,000,000 fund for the benefit of certain women who were seen for treatment by Dr. Tyndall at the USC student health center between August 14, 1989 and June 21, 2016. As part of the settlement, USC will implement institutional changes to protect students and prevent abuse, including policy and procedure changes at the Student Health Center; ensuring that its medical personnel act consistently with the best practice standards recognized by the SCOPE program of the American College of Obstetricians and Gynecologists; appointment of an Independent Women’s Health Advocate; and creation of a Task Force—including an independent expert in university best practices related to prevention and response to sexual assault and misconduct—to recommend university-wide changes to prevent sexual violence on campus. A complete description of the changes USC will make can be found at [link to page on Settlement website describing Equitable Relief]. While no settlement can ever undo what happened, it can provide a measure of resolution, as well as provide a punitive and deterrent effect on the Defendants.
- The Defendants deny all charges of wrongdoing and liability.
- This Notice contains information about the settlement and the lawsuit. It is critical that you read this entire Notice carefully, because your legal rights are affected whether you act or don’t act. That said, given the traumatic nature of the abuse you may have suffered, please take breaks as you read and seek support if you need it. While it may be difficult, please persevere in reading this entire Notice carefully so that you can arrive at a clear understanding of your legal rights.
- As described in more detail below, the Settlement has a three-tier structure based on your choice of how – and how much – you feel comfortable sharing with the Settlement program, and the extent of your injuries described in more detail below, the Settlement has a three-tier structure based on the level of information you choose to submit and the extent of your injuries. You will automatically receive a Tier 1 guaranteed minimum payment check without needing to do anything. You are also eligible to make a claim for Tier 2 (by filling out the enclosed Claim Form) or Tier 3 (by filling out the Claim Form and participating in an interview).
- All the specialists and experts who make up the team administering and evaluating the Settlement claims have been specially trained in communicating with victims of trauma and harassment. Should you choose to engage with the Settlement program by submitting a Tier 2 or Tier 3 claim, they will ensure your experience is as safe and compassionate as possible and that you will be heard.

QUESTIONS? CALL X-XXX-XXX-XXXX TOLL FREE OR VISIT WWW.USCTYNDALLSETTLEMENT.COM

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<u>ACTION</u>	<u>EXPLANATION</u>	<u>DUE DATE</u>
DO NOTHING	You have been pre-identified as a member of the Settlement Class. If you do nothing, you will be included in the settlement and will receive a payment of \$2,500. You will also give up the right to sue the Defendants about the claims in this case.	
SUBMIT A CLAIM FORM	<p>You can choose to submit a Tier 2 or Tier 3 claim describing your experience as a patient of Dr. Tyndall. Depending on the information you provide and whether you are willing to be interviewed, you could receive as much as \$250,000.</p> <p>For more information about submitting a claim, see the answers to questions 8-10 below.</p> <p>The Court has appointed attorneys to represent Settlement Class members, and those attorneys are available at no cost to you to help you make your claim. Call 1-888-XXX-XXXX or email [address] to schedule an appointment with an attorney.</p> <p>If you submit a claim you give up your rights to sue the Defendants about the claims in this case.</p>	[120 Days from Notice]
EXCLUDE YOURSELF	If you choose to exclude yourself, you will not be included in the settlement. You will receive no benefits and you will keep any rights you currently have to sue the Defendants about the claims in the case.	[Month Day, 2019]
OBJECT	If you do not exclude yourself, and if you disagree with the settlement, you can write to the Court to explain your objection.	[X Days before Final Approval Hearing]
GO TO A HEARING	Ask to speak in court about the fairness of the settlement.	[Month Day, 2019 at XX:XX a/p.m.]

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still must decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after any appeals are resolved. Please be patient.

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BASIC INFORMATION

1. Why did I get this Notice?

If you are a woman who was seen for treatment by Dr. Tyndall at the USC student health center during the period from August 14, 1989 to June 21, 2016, you have the right to know about a proposed settlement of a class action lawsuit, and your options, before the Court decides whether to approve the settlement.

This Notice is to inform you about the lawsuit, the proposed settlement, and your legal rights. The women who sued are called “plaintiffs.” The doctor and university they sued are called “defendants.”

2. What is this lawsuit about?

Dr. Tyndall was a gynecologist at USC’s student health center from August 14, 1989, until June 21, 2016. Plaintiffs allege that Dr. Tyndall committed medical malpractice related to a Women’s Health Issue and sexually assaulted, abused, and engaged in harassing and offensive behavior towards his female patients at USC. Plaintiffs further allege that USC supervisors and administrators were repeatedly informed of Dr. Tyndall’s misconduct but failed to take the necessary measures to protect his patients. Defendants deny plaintiffs’ allegations. The Court has not decided who is right.

3. Why is this a class action?

In a class action, one or more plaintiffs called “class representatives” sue on behalf of themselves and other people with similar claims. This group of people is called the “class” and the people in the class are called “class members.” One court resolves the issues for all class members, except for those who exclude themselves from the class.

This lawsuit is *In re USC Student Health Center Litigation*, No. 2:18-cv-04258-SVW (C.D. Cal.). The judge is Stephen V. Wilson of the United States District Court for the Central District of California.

4. Why is there a Settlement?

The Court has not decided in favor of plaintiffs or defendants. Instead, both sides have agreed to a settlement to avoid the costs and risks of trial and appeals. The class representatives and their attorneys think the settlement is best for the class.

WHO IS IN THE SETTLEMENT?

5. How do I know if I am part of the Settlement?

The class for the settlement has been defined as all women who were seen for treatment by Dr. George M. Tyndall at the University of Southern California student health center during the period from August 14, 1989, to June 21, 2016 (a) for Women’s Health Issues, or (b) whose treatment by Dr. George M. Tyndall included an examination by him of her breast or genital areas, or (c) whose treatment included the taking of photographs or videotapes of her unclothed or partially clothed body.

“Women’s Health Issues” includes but is not limited to any issue relating to breast, vaginal, urinary tract, bowel, gynecological, or sexual health, including contraception and fertility. A list of eligible Women’s Health Issues is available on the settlement website at www.URL.com. If you saw Dr. Tyndall for any of the reasons in that list, you are a member of the class.

You have already been pre-identified (via USC’s records) as a member of the class, and your Claimant ID Number is on the upper left hand corner of each page of this Notice.

6. What should I do if I am not sure if I am included in the Settlement?

If you are not sure whether you are in the class, you can ask for free help and more information by calling the Settlement Administrator at X-XXX-XXX-XXXX or sending an email to [info@USCTyndallSettlement.com].

More details about the class, its claims, and the settlement can be found in the settlement agreement and other documents available on the settlement website, www.USCTyndallSettlement.com.

BENEFITS OF THE SETTLEMENT — WHAT YOU GET

7. What does the Settlement provide?

Defendants will pay \$215,000,000 to settle the lawsuit. This fund will be used to pay class member claims (see the answers to questions 8-10 below) and expenses associated with notifying class members and with administering the settlement, including compensating an impartial individual known as a special master, who will decide how much individual class members receive. The fund will also be used to pay any class representative service award(s) awarded by the Court.

In addition to paying this amount, USC will implement institutional changes to protect students and prevent abuse, including policy and procedure changes at the Student Health Center; appointment of an Independent Women’s Health Advocate; and convention of a Task Force—including an independent expert in university best practices related to prevention and response to sexual assault and misconduct—to recommend university-wide changes to prevent sexual violence on campus. A complete description of the changes USC will make can be found at [link to page on Settlement website describing Equitable Relief].

More details about the settlement are set forth in the settlement agreement and other documents available at www.USCTyndallSettlement.com.

8. How much will my payment from the Settlement be?

How much Settlement Class Members get from the settlement will depend on whether you file a claim and, if you do, what type of claim you file. The details of the claim structure are as follows:

Tier 1 Payment: Every settlement class member is eligible for a guaranteed minimum Tier 1 payment of up to and potentially more than \$2,500 (“Tier 1 payment”), subject to a *pro rata* increase, simply by being a settlement class member.

- (i) Each settlement class member who was identified through USC’s existing health center records (which cover the period from July 14, 1997, through June 21, 2016) has been pre-identified and assigned a Claimant ID Number and will be mailed a Tier 1 payment representing an initial amount for damages. This Tier 1 payment will be mailed even if you also submit a Tier 2 or Tier 3 Claim Form.
- (ii) Settlement class members who were not identified through USC’s existing health center records who have completed online or returned by mail a qualifying Statement of Settlement Class Membership will be mailed a Tier 1 payment, representing an initial amount for damages. To qualify, settlement class members must have their student status confirmed by records from USC registrar’s office, or, if the settlement class member is not a student, submit credible evidence of class membership. This Tier 1 payment will be mailed even if you also submit a Tier 2 or Tier 3 Claim Form.

Tier 2 Claim Award: Each settlement class member can also choose to submit an online or written Claim Form describing your experience, the impact to you, and/or the emotional distress and/or bodily injury you suffered. Whether you choose to submit a Tier 2 Claim has no effect on your Tier 1 payment; in other words, you will receive your Tier 1 payment regardless. Each Claim Form will be reviewed by a specialist or expert overseen by an impartial individual called a “special master.” If you submit a Claim Form, the special master may ask you additional questions, to be answered in writing. An attorney is available to help you with any questions about the Claim Form, at no cost to you. Settlement class members who make Tier 2 claims can call 1-888-XXX-XXXX or email [address] to schedule an appointment with an attorney.

If the special master determines that you are eligible for compensation based on your Claim Form, you may be awarded a Tier 2 Claim Award of between \$7,500 and \$20,000 as determined by the special master. This Tier 2 Claim Award is subject to *pro rata* adjustment up or down as detailed below. If the special master determines you are not eligible for a Tier 2 Claim Award, you will still be sent the Tier 1 payment if you are confirmed to be a settlement class member.

Tier 3 Claim Award: As a settlement class member, you can also choose to participate in an interview describing your experience, the impact to you, and/or the emotional distress and/or bodily injury you suffered. Class members who provide an interview along with a Claim Form will be eligible for a Tier 3 Claim Award of between \$7,500 to \$250,000, subject to *pro rata* adjustments, up or down as detailed below.

In addition to a Claim Form describing your experience, the impact to you, and/or the emotional distress and/or bodily injury you suffered, you will be interviewed by a forensic psychologist or other specialist about your experience and its impact on you, who will then provide an assessment to the special master. Whether you choose to submit a Tier 3 Claim has no effect on your Tier 1 payment; in other words, you will receive your Tier 1 payment regardless.

Based on all information provided, the special master will determine whether you are eligible for compensation and may award you a Tier 3 Claim Award between \$7,500 and \$250,000, subject to *pro rata* adjustment up or down as detailed below. If the special master determines that you are not eligible for a Tier 3 Claim Award, you will still be sent the Tier 1 payment if you are confirmed to be a settlement class member.

Pro Rata Adjustments. If the total payments for all Tier 1, 2, and 3 Claim Award payments, plus Notice and Administrative Expenses, and service awards awarded by the Court, does not add up to \$215,000,000, all Tier 1, 2 and 3 Claim Award payments will be increased *pro rata* (by the same percentage) until the sum equals \$215,000,000 or all Tier 1, 2, and 3 Claim Awards have been increased by 50%, whichever comes first. If the total payments for all Tier 1, 2, and 3 Claim Awards, plus Notice and Administrative Expenses, and service awards awarded by the Court, adds up to more than \$215,000,000, all Tier 2 and 3 Claim Awards will be decreased *pro rata* until the Settlement Amount is reached. Tier 1 payments will **not** be subject to *pro rata* deduction.

None of the \$215,000,000 Settlement Amount will be returned to the Defendants.

Liens. The amount of money you will receive also depends on any legally enforceable liens on the award. The amount paid to resolve any liens for settlement class members will be paid out of such settlement class members' award.

Timing of Payments. Once the Court grants final approval of the settlement and certifies the settlement class and any appeals are resolved in favor of the settlement, then Tier 1, 2 and 3 Claim Award payments from the settlement fund (minus Notice and Administrative Expenses, and any Court-awarded service awards) will be sent out to the class members.

HOW YOU GET A PAYMENT

9. How can I get payment(s) from the Settlement?

Tier 1 Payments

You were pre-identified through USC's existing health center records (which cover the period from July 14, 1997, through June 21, 2016) and therefore you received a Notice that contains a Claimant ID Number on the upper left-hand corner. You will be mailed a Tier 1 payment, subject to a *pro rata* increase, and you need not take any further action at this time regarding your Tier 1 payment. However, you may also choose to submit a Tier 2 or Tier 3 Claim, as discussed below.

As discussed above, all class members can choose to make a Tier 2 or Tier 3 Claim. To do so, you must complete and submit a Claim Form and, for Tier 3, participate in an interview. The Claim Form is available on the Settlement Website, www.USCTyndallSettlement.com, and you may also request a Claim Form by email at [info@USCTyncallSettlement.com] or by phone at X-XXX-XXX-XXXX.

QUESTIONS? CALL X-XXX-XXX-XXXX TOLL FREE OR VISIT WWW.USCTYNDALLSETTLEMENT.COM

CLAIMANT ID NUMBER XXX

Claim Forms can be completed and submitted to the Settlement Administrator online through the Settlement Website at www.USCTyndallSettlement.com or mailed to the Settlement Administrator at the address provided above. You also can schedule your Tier 3 interview on the website or by calling the phone number above.

For your claim to be valid and timely, your Claim Form **must be received by the Settlement Administrator through the Settlement Website (www.USCTyndallSettlement.com) or postmarked by mail no later than Month Day, 2019** [XX days from Notice mailing].

All claims and submissions in the settlement will be kept strictly confidential by the Settlement Administrator and special master. Settlement Class Counsel will seek an order from the Court, called a Qualified Protective Order that will authorize disclosure of information under the Health Insurance Portability and Accountability Act (“HIPAA”) for purposes of identifying and resolving any potential medical liens that may be asserted against settlement class members’ claim awards. Certain information also is required to be provided to Defendants’ insurers, and the insurers will keep the information strictly confidential.

10. When would I get my payment(s) from the Settlement?

No payments will be sent until after the Court grants final approval of the settlement and any appeals are resolved. If there is no appeal of the settlement approval, then payments will be sent beginning 14 days after the date of the approval order. Timing updates will be provided on the Settlement Website, (www.USCTyndallSettlement.com) and can also be obtained by contacting the Settlement Administrator by email at [info@USCTyndallSettlement.com] or by phone toll-free at X-XXX-XXX-XXXX. Please do not contact the Court directly.

11. What am I giving up to get payment(s) and stay in the Settlement?

Unless you exclude yourself from the settlement class, you will give up your right to sue the Defendants on your own for the claims described in the settlement agreement. You will also be bound by any decisions by the Court relating to the settlement.

In return for paying the Settlement Amount and providing certain non-monetary benefits, the Defendants will be released from claims relating to the conduct alleged in the lawsuit and identified in the settlement agreement. The settlement agreement describes the released claims in further detail. Please read that agreement carefully since those releases will be binding on you as a class member if the Court grants final approval of the settlement. If you have any questions, you can talk with class counsel free of charge or you may talk with your own lawyer (at your own expense). The settlement agreement and releases are available on the settlement website at www.USCTyndallSettlement.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don’t want a payment from the settlement, but you want to keep the right to sue or continue to sue the Defendants, then you must take action to exclude yourself from the settlement class. This is called “opting out” of the settlement class.

12. How do I get out of the Settlement?

To exclude yourself from the settlement, you must send a letter to the Settlement Administrator stating that you wish to be excluded from *In re USC Student Health Center Litigation*, No. 2:18-cv-04258-SVW (C.D. Cal.). Your written exclusion request must include the following:

- Your full name, address, and telephone number;
- The following statement:
I want to be excluded from *In re USC Student Health Center Litigation*, No. 2:18-cv-04258-SVW (C.D. Cal.), and understand that by excluding myself, I will not be able to get any money or benefits from the settlement.
- Your signature.

You must mail your written exclusion request, **postmarked no later than Month Day, 2019** [XX days from Notice mailing] to:

USC Student Health Center Settlement
c/o JND Legal Administration
P.O. Box 91235
Seattle, WA 98111-9335

13. If I don't exclude myself, can I sue the Defendants for the same thing later?

No. Unless you exclude yourself from the settlement, you give up any right to sue the Defendants for the claims being released in this Litigation (*In re USC Student Health Center Litigation*, No. 2:18-cv-04258-SVW (C.D. Cal.), and *Jane Doe 1 v. University of Southern California et al.*, No. BC713383 (Cal. Super. Ct., L.A. County)).

If you have a pending lawsuit against any of the Defendants, speak to your lawyer as soon as possible; you may need to exclude yourself from this settlement to continue your own lawsuit.

14. If I exclude myself, can I get money from the Settlement?

No. If you exclude yourself from the settlement, you will not receive payment(s) from the settlement, but you will keep your legal rights to sue the Defendants on your own.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

The Court has appointed the following lawyers, known as class counsel, to represent the class members in connection with the settlement:

Name
 HAGENS BERMAN SOBOL SHAPIRO LLP
 1201 Second Avenue, Suite 2000
 Seattle, WA 98101
 Phone: 206-623-7292
 Email:

Name
 LIEFF CABRASER HEIMANN and
 BERNSTEIN LLP
 275 Battery Street, 29th Floor
 San Francisco, CA 94111
 Phone: 415-956-1000
 Email:

Name
 GIRARD SHARP LLP
 601 California Street, Suite 1400
 San Francisco, CA 94108
 Phone: 415-981-4800
 Email:

You will not be charged for contacting these lawyers, and they will help you with any questions about your claim at no cost to you. Call 1-888-XXX-XXXX or email [address].

If you want to be represented by a lawyer other than class counsel, you may hire one at your own expense.

16. How will the lawyers be paid?

After the settlement has been approved, Class counsel will ask the Court for payment of attorneys' fees and incurred expenses up to \$25 million to compensate them for their services in this Litigation. Any payment to the attorneys will be subject to Court approval, and the Court may award less than the amount requested. Any attorneys' fees and expenses that the Court approves will not come out of the Settlement Amount but will be paid separately by the Defendants.

When class counsel's motion for attorneys' fees and expenses is filed, it will be posted on the settlement website at www.USCTyndallSettlement.com. The motion will be available on the Settlement website by Month Day, 2019 [XX days before the deadline for objecting, commenting, or excluding from the Settlement]. You will have an opportunity to comment on this fee request.

OBJECTING TO THE SETTLEMENT

17. How do I tell the Court that I don't like the Settlement?

If you have objections to any aspect of the settlement, you may express your views to the Court. You can object to the settlement only if you do not exclude yourself from the settlement class.

You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a larger settlement—the Court can only approve or deny the settlement the parties have reached. If the Court denies approval of the settlement, no payments from the settlement fund will be made and the litigation will continue. If that is what you want to happen, you must object.

If you wish to object to the settlement, you must do so in writing. You may also appear at the final fairness hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney. All written objections and supporting papers must: (a) list your name, address, and telephone number; (b) clearly identify the master

QUESTIONS? CALL X-XXX-XXX-XXXX TOLL FREE OR VISIT WWW.USCTYNDALLSETTLEMENT.COM

case name and number (*In re USC Student Health Center Litigation*, No. 2:18-cv-04258-SVW (C.D. Cal.)); (c) state whether the objection applies only to the objector, to a specific subset of the class, or to the entire class, and state with specificity the grounds for the objection; (d) be submitted to the Court either by mailing to the Clerk, United States District Court for the Central District of California, First Street Courthouse, 350 W. 1st Street, Suite 4311, Los Angeles, CA 90012 or by filing them in person at any location of the United States District Court for the Central District of California; and (e) be **filed or postmarked on or before Month Day, 2019** [XX days from Notice mailing].

18. What's the difference between objecting and excluding?

By excluding yourself from the settlement, you are telling the Court that you do not want to participate in the settlement. For that reason, you will not be eligible to receive any benefits from the settlement and you will not be able to object to it, as it will no longer apply to you or bind you.

By objecting to the settlement, you are telling the Court that you do not like something about the settlement. If you object, you are still eligible to receive payment(s) from the settlement (although you will not receive any payment until your objection is resolved).

THE COURT'S FAIRNESS HEARING

The Court will hold a fairness hearing to decide whether to approve the settlement. You may attend the hearing, and you may ask to speak, if you wish to, but you are not required to do so.

19. When and where will the Court decide whether to approve the Settlement?

The Court will hold its final fairness hearing on Month Day, 2019 at XX:XX x.m. at the United States District Court, Central District of California, First Street Courthouse, 350 W. 1st Street, Courtroom 10A, 10th Floor, Los Angeles, CA 90012.

The hearing may be moved to a different date or time without additional direct notice to you. You can check the Court's PACER site, <http://cand.uscourts.gov/cm-ecf>, or contact the Settlement Administrator at www.USCTyndallSettlement.com or toll-free at X-XXX-XXX-XXXX, to confirm that the date has not changed.

At the fairness hearing, the Court will consider whether the proposed settlement is fair, reasonable, and adequate under the rules governing such settlements. If there are objections or comments, the Court will consider them at that time and may listen to people who have asked to speak at the hearing. The Court will decide whether to approve the settlement at or after the hearing.

20. Do I have to come to the Fairness Hearing?

No. Class counsel will answer any questions the Court may have at the fairness hearing, but you may attend at your own expense if you wish to. If you send an objection or comment on the settlement you do not have to come to the hearing to talk about it. As long as you filed or mailed your written objection on time, the Court will consider it. You may also hire your own lawyer at your own expense to attend the hearing on your behalf, but you are not required to do so.

21. May I speak at the Fairness Hearing?

If you send an objection or comment on the settlement, you may be able to speak at the fairness hearing, subject to the Court's discretion. You cannot speak at the fairness hearing if you exclude yourself from the settlement.

IF YOU DO NOTHING

22. What happens if I do nothing at all?

If you do nothing and the settlement is finally approved by the Court, you will receive a Tier 1 payment from the settlement if you have been pre-identified as a class member, and you will be bound by the Court's final judgment and the release of claims detailed in the settlement agreement.

GETTING MORE INFORMATION

23. How do I get more information?

This Notice summarizes the settlement and your rights and options. More details are contained in the settlement agreement. You can get copies of the settlement agreement and more information about the settlement on the Settlement Website, www.USCTyndallSettlement.com. You also may also contact the Settlement Administrator by email at [info@USCTyndallSettlement.com], by phone toll-free at X-XXX-XXX-XXXX, or by mail at USC Student Health Center Settlement, c/o JND Legal Administration, P.O. Box 91233 Seattle, WA 98111-9333.

For a more detailed statement of the matters involved in the Litigation or the settlement, you may review the various documents on the Settlement Website, www.USCTyndallSettlement.com, and/or the other documents filed in this case by visiting (during business hours) the clerk's office at the United States District Court for the Central District of California, First Street Courthouse, 350 W. 1st Street, Suite 4311, Los Angeles, CA 90012, File: *In re USC Student Health Center Litigation*, No. 2:18-cv-04258-SVW, or by accessing the docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>.

PLEASE DO NOT – UNDER ANY CIRCUMSTANCES – TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THE SETTLEMENT OR THE CLAIM PROCESS.

Dated: Month Day, Year

By Order of the Court
United States District Court
Central District of California

— EXHIBIT —

B-2

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA

A federal court authorized this Notice. This is not a solicitation from a lawyer.

Women who were seen for treatment by Dr. George Tyndall at USC’s student health center may be eligible for benefits from a class action settlement.

- A settlement has been reached with the University of Southern California and its Board of Trustees (together “USC”) and with Dr. George M. Tyndall, M.D. (“Dr. Tyndall”) (collectively “Defendants”) in a class action lawsuit. Plaintiffs allege in the lawsuit that Dr. Tyndall assaulted, abused, sexually harassed, committed medical malpractice related to a Women’s Health Issue against, or otherwise acted inappropriately towards, female patients while he was a gynecologist at the USC student health center and that USC failed to respond appropriately.
- The settlement provides a \$215,000,000 fund for the benefit of certain women who were seen for treatment by Dr. Tyndall at the USC student health center between August 14, 1989 and June 21, 2016. As part of the settlement, USC will implement institutional changes to protect students and prevent abuse, including policy and procedure changes at the Student Health Center; ensuring that its medical personnel act consistently with the best practice standards recognized by the SCOPE program of the American College of Obstetricians and Gynecologists; appointment of an Independent Women’s Health Advocate; and creation of a Task Force—including an independent expert in university best practices related to prevention and response to sexual assault and misconduct—to recommend university-wide changes to prevent sexual violence on campus. A complete description of the changes USC will make can be found at [link to page on Settlement website describing Equitable Relief]. While no settlement can ever undo what happened, it can provide a measure of resolution, as well as provide a punitive and deterrent effect on the Defendants.
- The Defendants deny all charges of wrongdoing and liability.
- This Notice contains information about the settlement and the lawsuit. It is critical that you read this entire Notice carefully, because your legal rights are affected whether you act or don’t act. That said, given the traumatic nature of the abuse you may have suffered, please take breaks as you read and seek support if you need it. While it may be difficult, please persevere in reading this entire Notice carefully so that you can arrive at a clear understanding of your legal rights.
- As described in more detail below, the Settlement has a three-tier structure based on your choice of how – and how much – you feel comfortable sharing with the Settlement program, and the extent of your injuries described in more detail below, the Settlement has a three-tier structure based on the level of information you choose to submit and the extent of your injuries. To receive your Tier 1 guaranteed minimum payment check, simply fill out the enclosed Statement of Class Membership Form. You are also eligible to make a claim for Tier 2 (by filling out the enclosed Claim Form) or Tier 3 (by filling out the Claim Form and participating in an interview).
- All the specialists and experts who make up the team administering and evaluating the Settlement claims have been specially trained in communicating with victims of trauma and harassment. Should you choose to engage with the Settlement program by submitting a Tier 2 or Tier 3 claim, they will ensure your experience is as safe and compassionate as possible and that you will be heard.

QUESTIONS? CALL X-XXX-XXX-XXXX TOLL FREE OR VISIT WWW.USCTYNDALLSETTLEMENT.COM

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		
<u>ACTION</u>	<u>EXPLANATION</u>	<u>DUE DATE</u>
DO NOTHING	<p>You are a potential member of the Settlement Class, but if you do nothing, you will not receive any payment and you will give up the right to sue the Defendants about the claims in this case.</p> <p>In order to receive the guaranteed minimum \$2,500 Tier 1 payment under the Settlement, you must complete the Statement of Class Membership Form enclosed with this Notice (or online).</p>	
SUBMIT A CLAIM FORM	<p>You can choose to submit a Tier 2 or Tier 3 claim describing your experience as a patient of Dr. Tyndall. Depending on the information you provide and whether you are willing to be interviewed, you could receive as much as \$250,000.</p> <p>For more information about submitting a claim, see the answers to questions 8-10 below.</p> <p>The Court has appointed attorneys to represent Settlement Class members, and those attorneys are available at no cost to you to help you make your claim. Call 1-888-XXX-XXXX or email [address] to schedule an appointment with an attorney.</p> <p>If you submit a claim you give up your rights to sue the Defendants about the claims in this case.</p>	[120 Days from Notice]
EXCLUDE YOURSELF	<p>If you choose to exclude yourself, you will not be included in the settlement. You will receive no benefits and you will keep any rights you currently have to sue the Defendants about the claims in the case.</p>	[Month Day, 2019]
OBJECT	<p>If you do not exclude yourself, and if you disagree with the settlement, you can write to the Court to explain your objection.</p>	[X Days before Final Approval Hearing]
GO TO A HEARING	<p>Ask to speak in court about the fairness of the settlement.</p>	[Month Day, 2019 at XX:XX a/p.m.]

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still must decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after any appeals are resolved. Please be patient.

QUESTIONS? CALL X-XXX-XXX-XXXX TOLL FREE OR VISIT WWW.USCTYNDALLSETTLEMENT.COM

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BASIC INFORMATION

1. Why did I get this Notice?

If you are a woman who was seen for treatment by Dr. Tyndall at the USC student health center during the period from August 14, 1989 to June 21, 2016, you have the right to know about a proposed settlement of a class action lawsuit, and your options, before the Court decides whether to approve the settlement.

This Notice is to inform you about the lawsuit, the proposed settlement, and your legal rights. The women who sued are called “plaintiffs.” The doctor and university they sued are called “defendants.”

2. What is this lawsuit about?

Dr. Tyndall was a gynecologist at USC’s student health center from August 14, 1989, until June 21, 2016. Plaintiffs allege that Dr. Tyndall committed medical malpractice related to a Women’s Health Issue and sexually assaulted, abused, and engaged in harassing and offensive behavior towards his female patients at USC. Plaintiffs further allege that USC supervisors and administrators were repeatedly informed of Dr. Tyndall’s misconduct but failed to take the necessary measures to protect his patients. Defendants deny plaintiffs’ allegations. The Court has not decided who is right.

3. Why is this a class action?

In a class action, one or more plaintiffs called “class representatives” sue on behalf of themselves and other people with similar claims. This group of people is called the “class” and the people in the class are called “class members.” One court resolves the issues for all class members, except for those who exclude themselves from the class.

This lawsuit is *In re USC Student Health Center Litigation*, No. 2:18-cv-04258-SVW (C.D. Cal.). The judge is Stephen V. Wilson of the United States District Court for the Central District of California.

4. Why is there a Settlement?

The Court has not decided in favor of plaintiffs or defendants. Instead, both sides have agreed to a settlement to avoid the costs and risks of trial and appeals. The class representatives and their attorneys think the settlement is best for the class.

WHO IS IN THE SETTLEMENT?

5. How do I know if I am part of the Settlement?

The class for the settlement has been defined as all women who were seen for treatment by Dr. George M. Tyndall at the University of Southern California student health center during the period from August 14, 1989, to June 21, 2016 (a) for Women’s Health Issues, or (b) whose treatment by Dr.

George M. Tyndall included an examination by him of her breast or genital areas, or (c) whose treatment included the taking of photographs or videotapes of her unclothed or partially clothed body.

“Women’s Health Issues” includes but is not limited to any issue relating to breast, vaginal, urinary tract, bowel, gynecological, or sexual health, including contraception and fertility. A list of eligible Women’s Health Issues is available on the settlement website at www.URL.com. If you saw Dr. Tyndall for any of the reasons in that list, you are a member of the class.

If you believe you are a member of the class based on the definition above, you must complete the Statement of Class Membership Form enclosed with this Notice (or online).

6. What should I do if I am not sure if I am included in the Settlement?

If you are not sure whether you are in the class, you can ask for free help and more information by calling the Settlement Administrator at X-XXX-XXX-XXXX or sending an email to [info@USCTyndallSettlement.com].

More details about the class, its claims, and the settlement can be found in the settlement agreement and other documents available on the settlement website, www.USCTyndallSettlement.com.

BENEFITS OF THE SETTLEMENT — WHAT YOU GET

7. What does the Settlement provide?

Defendants will pay \$215,000,000 to settle the lawsuit. This fund will be used to pay class member claims (see the answers to questions 8-10 below) and expenses associated with notifying class members and with administering the settlement, including compensating an impartial individual known as a special master, who will decide how much individual class members receive. The fund will also be used to pay any class representative service award(s) awarded by the Court.

In addition to paying this amount, USC will implement institutional changes to protect students and prevent abuse, including policy and procedure changes at the Student Health Center; appointment of an Independent Women’s Health Advocate; and convention of a Task Force—including an independent expert in university best practices related to prevention and response to sexual assault and misconduct—to recommend university-wide changes to prevent sexual violence on campus. A complete description of the changes USC will make can be found at [link to page on Settlement website describing Equitable Relief].

More details about the settlement are set forth in the settlement agreement and other documents available at www.USCTyndallSettlement.com.

8. How much will my payment from the Settlement be?

How much Settlement Class Members get from the settlement will depend on whether you file a claim and, if you do, what type of claim you file. The details of the claim structure are as follows:

Tier 1 Payment: Every settlement class member is eligible for a guaranteed minimum Tier 1 payment of up to and potentially more than \$2,500 (“Tier 1 payment”), subject to a *pro rata* increase, simply by being a settlement class member.

- (i) Each settlement class member who was identified through USC’s existing health center records (which cover the period from July 14, 1997, through June 21, 2016) has been pre-identified and assigned a Claimant ID Number and will be mailed a Tier 1 payment representing an initial amount for damages. This Tier 1 payment will be mailed even if you also submit a Tier 2 or Tier 3 Claim Form.
- (ii) Settlement class members who were not identified through USC’s existing health center records who have completed online or returned by mail a qualifying Statement of Settlement Class Membership will be mailed a Tier 1 payment, representing an initial amount for damages. To qualify, settlement class members must have their student status confirmed by records from USC registrar’s office, or, if the settlement class member is not a student, submit credible evidence of class membership. This Tier 1 payment will be mailed even if you also submit a Tier 2 or Tier 3 Claim Form.

Tier 2 Claim Award: Each settlement class member can also choose to submit an online or written Claim Form describing your experience, the impact to you, and/or the emotional distress and/or bodily injury you suffered. Whether you choose to submit a Tier 2 Claim has no effect on your Tier 1 payment; in other words, you will receive your Tier 1 payment regardless. Each Claim Form will be reviewed by a specialist or expert overseen by an impartial individual called a “special master.” If you submit a Claim Form, the special master may ask you additional questions, to be answered in writing. An attorney is available to help you with any questions about the Claim Form, at no cost to you. Settlement class members who make Tier 2 claims can call 1-888-XXX-XXXX or email [address] to schedule an appointment with an attorney.

If the special master determines that you are eligible for compensation based on your Claim Form, you may be awarded a Tier 2 Claim Award of between \$7,500 and \$20,000 as determined by the special master. This Tier 2 Claim Award is subject to *pro rata* adjustment up or down as detailed below. If the special master determines you are not eligible for a Tier 2 Claim Award, you will still be sent the Tier 1 payment if you are confirmed to be a settlement class member.

Tier 3 Claim Award: As a settlement class member, you can also choose to participate in an interview describing your experience, the impact to you, and/or the emotional distress and/or bodily injury you suffered. Class members who provide an interview along with a Claim Form will be eligible for a Tier 3 Claim Award of between \$7,500 to \$250,000, subject to *pro rata* adjustments, up or down as detailed below.

In addition to a Claim Form describing your experience, the impact to you, and/or the emotional distress and/or bodily injury you suffered, you will be interviewed by a forensic psychologist or other specialist about your experience and its impact on you, who will then provide an assessment to the special master. Whether you choose to submit a Tier 3 Claim has no effect on your Tier 1 payment; in other words, you will receive your Tier 1 payment regardless.

Based on all information provided, the special master will determine whether you are eligible for compensation and may award you a Tier 3 Claim Award between \$7,500 and \$250,000, subject to *pro rata* adjustment up or down as detailed below. If the special master determines that you are

not eligible for a Tier 3 Claim Award, you will still be sent the Tier 1 payment if you are confirmed to be a settlement class member.

Pro Rata Adjustments. If the total payments for all Tier 1, 2, and 3 Claim Award payments, plus Notice and Administrative Expenses, and service awards awarded by the Court, does not add up to \$215,000,000, all Tier 1, 2 and 3 Claim Award payments will be increased *pro rata* (by the same percentage) until the sum equals \$215,000,000 or all Tier 1, 2, and 3 Claim Awards have been increased by 50%, whichever comes first. If the total payments for all Tier 1, 2, and 3 Claim Awards, plus Notice and Administrative Expenses, and service awards awarded by the Court, adds up to more than \$215,000,000, all Tier 2 and 3 Claim Awards will be decreased *pro rata* until the Settlement Amount is reached. Tier 1 payments will **not** be subject to *pro rata* deduction.

None of the \$215,000,000 Settlement Amount will be returned to the Defendants.

Liens. The amount of money you will receive also depends on any legally enforceable liens on the award. The amount paid to resolve any liens for settlement class members will be paid out of such settlement class members' award.

Timing of Payments. Once the Court grants final approval of the settlement and certifies the settlement class and any appeals are resolved in favor of the settlement, then Tier 1, 2 and 3 Claim Award payments from the settlement fund (minus Notice and Administrative Expenses, and any Court-awarded service awards) will be sent out to the class members.

HOW YOU GET A PAYMENT

9. How can I get payment(s) from the Settlement?

Tier 1 Payments

To receive a Tier 1 payment you must submit a qualifying Statement of Settlement Class Membership Form. The Statement of Settlement Class Membership Form is available on the Settlement Website at www.USCTyndallSettlement.com, and you may also request a Statement of Settlement Class Membership Form by email at [info@USCTyndallSettlement.com] or by phone at X-XXX-XXX-XXXX. Statement of Settlement Class Membership Forms can be completed and submitted to the Settlement Administrator online through the Settlement Website, www.USCTyndallSettlement.com, or mailed to the Settlement Administrator at the address provided below:

USC Student Health Center Settlement
c/o JND Legal Administration
P.O. Box 91233
Seattle, WA 98111-9333

As discussed above, all class members can choose to make a Tier 2 or Tier 3 Claim. To do so, you must complete and submit a Claim Form and, for Tier 3, participate in an interview. The Claim Form is available on the Settlement Website, www.USCTyndallSettlement.com, and you may also request a Claim Form by email at [info@USCTyndallSettlement.com] or by phone at X-XXX-XXX-XXXX. Claim Forms can be completed and submitted to the Settlement Administrator online through the Settlement Website at www.USCTyndallSettlement.com or mailed to the Settlement

Administrator at the address provided above. You also can schedule your Tier 3 interview on the website or by calling the phone number above.

For your claim to be valid and timely, your Statement of Settlement Class Membership Form and/or your Claim Form **must be received by the Settlement Administrator through the Settlement Website (www.USCTyndallSettlement.com) or postmarked by mail no later than Month Day, 2019** [XX days from Notice mailing].

All claims and submissions in the settlement will be kept strictly confidential by the Settlement Administrator and special master. Settlement Class Counsel will seek an order from the Court, called a Qualified Protective Order that will authorize disclosure of information under the Health Insurance Portability and Accountability Act (“HIPAA”) for purposes of identifying and resolving any potential medical liens that may be asserted against settlement class members’ claim awards. Certain information also is required to be provided to Defendants’ insurers, and the insurers will keep the information strictly confidential.

10. When would I get my payment(s) from the Settlement?

No payments will be sent until after the Court grants final approval of the settlement and any appeals are resolved. If there is no appeal of the settlement approval, then payments will be sent beginning 14 days after the date of the approval order. Timing updates will be provided on the Settlement Website, (www.USCTyndallSettlement.com) and can also be obtained by contacting the Settlement Administrator by email at [info@USCTyndallSettlement.com] or by phone toll-free at X-XXX-XXX-XXXX. Please do not contact the Court directly.

11. What am I giving up to get payment(s) and stay in the Settlement?

Unless you exclude yourself from the settlement class, you will give up your right to sue the Defendants on your own for the claims described in the settlement agreement. You will also be bound by any decisions by the Court relating to the settlement.

In return for paying the Settlement Amount and providing certain non-monetary benefits, the Defendants will be released from claims relating to the conduct alleged in the lawsuit and identified in the settlement agreement. The settlement agreement describes the released claims in further detail. Please read that agreement carefully since those releases will be binding on you as a class member if the Court grants final approval of the settlement. If you have any questions, you can talk with class counsel free of charge or you may talk with your own lawyer (at your own expense). The settlement agreement and releases are available on the settlement website at www.USCTyndallSettlement.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don’t want a payment from the settlement, but you want to keep the right to sue or continue to sue the Defendants, then you must take action to exclude yourself from the settlement class. This is called “opting out” of the settlement class.

12. How do I get out of the Settlement?

To exclude yourself from the settlement, you must send a letter to the Settlement Administrator stating that you wish to be excluded from *In re USC Student Health Center Litigation*, No. 2:18-cv-04258-SVW (C.D. Cal.). Your written exclusion request must include the following:

- Your full name, address, and telephone number;
- The following statement:

I want to be excluded from *In re USC Student Health Center Litigation*, No. 2:18-cv-04258-SVW (C.D. Cal.), and understand that by excluding myself, I will not be able to get any money or benefits from the settlement.

- Your signature.

You must mail your written exclusion request, **postmarked no later than Month Day, 2019** [XX days from Notice mailing] to:

USC Student Health Center Settlement
c/o JND Legal Administration
P.O. Box 91235
Seattle, WA 98111-9335

13. If I don't exclude myself, can I sue the Defendants for the same thing later?

No. Unless you exclude yourself from the settlement, you give up any right to sue the Defendants for the claims being released in this Litigation (*In re USC Student Health Center Litigation*, No. 2:18-cv-04258-SVW (C.D. Cal.), and *Jane Doe I v. University of Southern California et al.*, No. BC713383 (Cal. Super. Ct., L.A. County)).

If you have a pending lawsuit against any of the Defendants, speak to your lawyer as soon as possible; you may need to exclude yourself from this settlement to continue your own lawsuit.

14. If I exclude myself, can I get money from the Settlement?

No. If you exclude yourself from the settlement, you will not receive payment(s) from the settlement, but you will keep your legal rights to sue the Defendants on your own.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

The Court has appointed the following lawyers, known as class counsel, to represent the class members in connection with the settlement:

Name
HAGENS BERMAN SOBOL SHAPIRO LLP
1201 Second Avenue, Suite 2000
Seattle, WA 98101
Phone: 206-623-7292
Email:

Name
LIEFF CABRASER HEIMANN and
BERNSTEIN LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111
Phone: 415-956-1000
Email:

Name
GIRARD SHARP LLP
601 California Street, Suite 1400
San Francisco, CA 94108
Phone: 415-981-4800
Email:

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When class counsel's motion for attorneys' fees and expenses is filed, it will be posted on the settlement website at www.USCTyndallSettlement.com. The motion will be available on the Settlement website by Month Day, 2019 [XX days before the deadline for objecting, commenting, or excluding from the Settlement]. You will have an opportunity to comment on this fee request.

OBJECTING TO THE SETTLEMENT

17. How do I tell the Court that I don't like the Settlement?

If you have objections to any aspect of the settlement, you may express your views to the Court. You can object to the settlement only if you do not exclude yourself from the settlement class.

You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a larger settlement—the Court can only approve or deny the settlement the parties have reached. If the Court denies approval of the settlement, no payments from the settlement fund will be made and the litigation will continue. If that is what you want to happen, you must object.

If you wish to object to the settlement, you must do so in writing. You may also appear at the final fairness hearing, either in person or through your own attorney. If you appear through your

own attorney, you are responsible for paying that attorney. All written objections and supporting papers must: (a) list your name, address, and telephone number; (b) clearly identify the master case name and number (*In re USC Student Health Center Litigation*, No. 2:18-cv-04258-SVW (C.D. Cal.)); (c) state whether the objection applies only to the objector, to a specific subset of the class, or to the entire class, and state with specificity the grounds for the objection; (d) be submitted to the Court either by mailing to the Clerk, United States District Court for the Central District of California, First Street Courthouse, 350 W. 1st Street, Suite 4311, Los Angeles, CA 90012 or by filing them in person at any location of the United States District Court for the Central District of California; and (e) be **filed or postmarked on or before Month Day, 2019** [XX days from Notice mailing].

18. What's the difference between objecting and excluding?

By excluding yourself from the settlement, you are telling the Court that you do not want to participate in the settlement. For that reason, you will not be eligible to receive any benefits from the settlement and you will not be able to object to it, as it will no longer apply to you or bind you.

By objecting to the settlement, you are telling the Court that you do not like something about the settlement. If you object, you are still eligible to receive payment(s) from the settlement (although you will not receive any payment until your objection is resolved).

THE COURT'S FAIRNESS HEARING

The Court will hold a fairness hearing to decide whether to approve the settlement. You may attend the hearing, and you may ask to speak, if you wish to, but you are not required to do so.

19. When and where will the Court decide whether to approve the Settlement?

The Court will hold its final fairness hearing on Month Day, 2019 at XX:XX x.m. at the United States District Court, Central District of California, First Street Courthouse, 350 W. 1st Street, Courtroom 10A, 10th Floor, Los Angeles, CA 90012.

The hearing may be moved to a different date or time without additional direct notice to you. You can check the Court's PACER site, <http://cand.uscourts.gov/cm-ecf>, or contact the Settlement Administrator at [wwwUSCTyndallSettlement.com](http://www.USCTyndallSettlement.com) or toll-free at X-XXX-XXX-XXXX, to confirm that the date has not changed.

At the fairness hearing, the Court will consider whether the proposed settlement is fair, reasonable, and adequate under the rules governing such settlements. If there are objections or comments, the Court will consider them at that time and may listen to people who have asked to speak at the hearing. The Court will decide whether to approve the settlement at or after the hearing.

20. Do I have to come to the Fairness Hearing?

No. Class counsel will answer any questions the Court may have at the fairness hearing, but you may attend at your own expense if you wish to. If you send an objection or comment on the settlement you do not have to come to the hearing to talk about it. As long as you filed or mailed

your written objection on time, the Court will consider it. You may also hire your own lawyer at your own expense to attend the hearing on your behalf, but you are not required to do so.

21. May I speak at the Fairness Hearing?

If you send an objection or comment on the settlement, you may be able to speak at the fairness hearing, subject to the Court's discretion. You cannot speak at the fairness hearing if you exclude yourself from the settlement.

IF YOU DO NOTHING

22. What happens if I do nothing at all?

If you do nothing and the settlement is finally approved by the Court, you will not receive any payment from the settlement and you will give up the right to sue Defendants about the claims in this case as you will be bound by the Court's final judgment and the release of claims detailed in the settlement agreement.

GETTING MORE INFORMATION

23. How do I get more information?

This Notice summarizes the settlement and your rights and options. More details are contained in the settlement agreement. You can get copies of the settlement agreement and more information about the settlement on the Settlement Website, www.USCTyndallSettlement.com. You also may also contact the Settlement Administrator by email at [info@USCTyndallSettlement.com], by phone toll-free at X-XXX-XXX-XXXX, or by mail at USC Student Health Center Settlement, c/o JND Legal Administration, P.O. Box 91233 Seattle, WA 98111-9333.

For a more detailed statement of the matters involved in the Litigation or the settlement, you may review the various documents on the Settlement Website, www.USCTyndallSettlement.com, and/or the other documents filed in this case by visiting (during business hours) the clerk's office at the United States District Court for the Central District of California, First Street Courthouse, 350 W. 1st Street, Suite 4311, Los Angeles, CA 90012, File: *In re USC Student Health Center Litigation*, No. 2:18-cv-04258-SVW, or by accessing the docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>.

PLEASE DO NOT – UNDER ANY CIRCUMSTANCES – TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THE SETTLEMENT OR THE CLAIM PROCESS.

Dated: Month Day, Year

By Order of the Court
United States District Court
Central District of California

— EXHIBIT —

C

**Must be received online
or postmarked by mail
no later than Month Day,
2019**

USC STUDENT HEALTH CENTER SETTLEMENT
C/O JND LEGAL ADMINISTRATION
P.O. BOX 91233
SEATTLE, WA 98111-9333
WWW.USCTYNDALLSETTLEMENT.COM

USC
[Barcode]

You may submit your **Statement of Settlement Class Membership Form** Online at
www.USCTyndallSettlement.com

STATEMENT OF SETTLEMENT CLASS MEMBERSHIP FORM



If you received a Settlement Notice by mail or email containing a Claimant ID Number, you do not need to complete this Form.

If you did not receive a Settlement Notice by mail or email containing a Claimant ID Number, you must complete this Form if you were a patient of Dr. George Tyndall at the University of Southern California (“USC”) Student Health Center any time between August 14, 1989 and June 21, 2016 and you are claiming eligibility as a Settlement Class Member.

THIS IS NOT A CLAIM FORM. IF YOU WISH TO SUBMIT A TIER 2 OR TIER 3 CLAIM, YOU MUST FILL OUT A CLAIM FORM, available at www.USCTyndallSettlement.com.

PART A. CLAIMANT INFORMATION

(Please complete Sections 1 through 10 below)

1. CLAIMANT NAME:	First	M.I.	Last
2. FORMER OR MAIDEN NAME (STUDENT NAME):			
3. DATE OF BIRTH:	_____		
	Month	Day	Year
4. SOCIAL SECURITY NUMBER, TAXPAYER ID OR FOREIGN ID NUMBER (IF NOT A U.S. CITIZEN):	_ _ _ _ - _ _ _ _ - _ _ _ _ _ or		
	_ _ _ _ _ _ _ _ _ _ _ _ _ _		
5. CURRENT ADDRESS:	Street Address		
	City	State/Province	Postal Code
	Country		

<p>6. TELEPHONE NUMBER:</p>	<p>(_ _ _ _ _ _ _) - (_ _ _ _ _ _ _) - _ _ _ _ _ _ _ _ - _ _ _ _ _ _ _ _ </p> <p>Country Code (if outside the United States) Area Code Number</p>
<p>7. EMAIL ADDRESS:</p>	<p>_____</p>
<p>8. DATES ENROLLED AT USC:</p>	<p>From: _____ To: _____</p> <p>Month and Year Month and Year</p> <p>School/Department:</p> <p>_____</p>
<p>9. IS ENGLISH YOUR FIRST LANGUAGE?</p>	<p>Yes: <input type="checkbox"/> No: <input type="checkbox"/></p>
<p>10. IF YOU ANSWERED "NO" TO QUESTION 9, WHAT IS YOUR FIRST/NATIVE LANGUAGE?</p>	<p>_____</p>

PART B. CLAIMANT STATEMENT

(Please fill-in the applicable dates and check boxes below)

During the period from **August 14, 1989, and June 21, 2016**, I was seen for treatment by Dr. George Tyndall at the University of Southern California Student Health Center (a) for Women’s Health Issues, or (b) whose treatment by Dr. George M. Tyndall included an examination by him of her breast or genital areas, or (c) whose treatment included the taking of photographs or videotapes of her unclothed or partially clothed body. “Women’s Health Issues” includes but is not limited to any issue relating to breast, vaginal, urinary tract, bowel, gynecological, or sexual health, including contraception and fertility. A list of Women’s Health Issues is available on the Settlement Website at www.USCTyndallSettlement.com.

Therefore, I hereby claim to be a USC Student Health Center Settlement Class Member.

Specifically, my visit(s) with Dr. Tyndall occurred on or about the following date(s):

Month/Day/Year

Month/Day/Year

Month/Day/Year

Month/Day/Year

1. I was an undergraduate or graduate student at USC at the time of (at least one of) the above visit(s).

If you checked box “1”, please provide your USC Student ID Number below (if you know it):

USC ID Number

2. I was not a student at USC at the time of (any of) the above visit(s).

If you checked box “2”, please describe the circumstances below under which you came to be treated at the USC Student Health Center:

Note to Claimants: The Settlement Administrator may contact you to request additional information to verify your eligibility if necessary.

PART C. CLAIMANT SIGNATURE

(You must print your full name, sign, and date on the lines below)

By signing below, I declare under penalty and perjury that all of the information provided in this Statement of Settlement Class Membership Form is true and complete to the best of my knowledge; (2) I do not object to any resulting disclosures or to the resolution of any potential Liens on my behalf; and (3) I understand that false or misleading information may result in the rejection of my Claim.

Signature

Printed Full Name (First, Middle, and Last)

____/____/____
Date (Month/Day/Year)

You may file this Statement of Settlement Class Membership Form by mailing to the Settlement Administrator at USC Student Health Center Settlement, c/o JND Legal Administration, P.O. Box 91233, Seattle, WA 98111-9333 or you may file this form online through the Settlement Website at www.USCTyndallSettlement.com.

Your completed form must be submitted online or postmarked by mail **no later than Month Day, 2019**.

— EXHIBIT —

D

Must be received online
or postmarked by mail
no later than Month Day,
2019

USC STUDENT HEALTH CENTER SETTLEMENT
C/O JND LEGAL ADMINISTRATION
P.O. BOX 91233
SEATTLE, WA 98111-9333
WWW.USCTYNDALLSETTLEMENT.COM

USC
[Barcode]

You may submit your Claim Form Online at www.USCTyndallSettlement.com

TIER 2 AND TIER 3 CLAIM FORM

GENERAL INSTRUCTIONS

Please review the following instructions before proceeding:

Please note that you may make a Tier 2 **or** Tier 3 claim, but not both.

In deciding whether to make a Tier 2 or Tier 3 claim, please note the following:

- To make a Tier 2 or Tier 3 claim, you must describe below your experience, and its impact on you.
- To make a Tier 3 claim, you also need to be interviewed by a specialist from the Special Master's team.
- A compensable Tier 2 claim will result in an award between no less than \$7,500 and no more than \$20,000 (subject to *Pro Rata* Adjustment);
- A compensable Tier 3 claim will result in an award between no less than \$7,500 and no more than \$250,000 (subject to *Pro Rata* Adjustment). However, if you decline to participate in the interview you may in no event receive an award which exceeds the Tier 2 Claim Award range between \$7,500 and \$20,000.

If you wish to submit a Tier 2 or Tier 3 claim, please complete Sections A, C, D, E, F, and sign your name in Section G.

You must also fill out Section B only if you are represented by an attorney.

Please note, if you are a class member, you are eligible for a guaranteed minimum Tier 1 payment regardless of whether you make a Tier 2 or Tier 3 Claim. Please see the Settlement Website at www.USCTyndallSettlement.com for additional information.

This Claim Form may also be completed online at www.USCTyndallSettlement.com.

THIS INFORMATION IS HIGHLY CONFIDENTIAL AND WILL NOT BE SHARED WITH ANYONE OTHER THAN THE COURT APPOINTED EVALUATION TEAM AND USC'S INSURANCE CARRIERS

SECTION A: CLAIMANT INFORMATION

1. CLAIMANT NAME:	First	Middle	Last
2. FORMER OR MAIDEN NAME (STUDENT NAME):			
3. DATE OF BIRTH:	_____ Month Day Year		
4. SOCIAL SECURITY NUMBER, TAXPAYER ID OR FOREIGN ID NUMBER (IF NOT A U.S. CITIZEN):	- - or 		
5. CURRENT ADDRESS:	Street Address (including apartment/unit number, if applicable)		
	City		
	State/Province		
	Postal Code	Country	
6. TELEPHONE NUMBER:	() - () - - Country Code (if outside the United States) Area Code Number		
7. EMAIL ADDRESS:			
8. DATES ENROLLED AT USC:	From: _____ To: _____ Month and Year Month and Year School/Department: _____		

#.1154

9. DATE(S) TREATED IF NOT A STUDENT AT USC:	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: none; text-align: center;"> _ _ _ _ / _ _ _ _ / _ _ _ _ _ _ _ _ _ _ </td> </tr> <tr> <td style="border: none; text-align: center;">(MM/DD/YYYY)</td> </tr> <tr> <td style="border: none; text-align: center;"> _ _ _ _ / _ _ _ _ / _ _ _ _ _ _ _ _ _ _ </td> </tr> <tr> <td style="border: none; text-align: center;">(MM/DD/YYYY)</td> </tr> </table>	_ _ _ _ / _ _ _ _ / _ _ _ _ _ _ _ _ _ _	(MM/DD/YYYY)	_ _ _ _ / _ _ _ _ / _ _ _ _ _ _ _ _ _ _	(MM/DD/YYYY)
_ _ _ _ / _ _ _ _ / _ _ _ _ _ _ _ _ _ _					
(MM/DD/YYYY)					
_ _ _ _ / _ _ _ _ / _ _ _ _ _ _ _ _ _ _					
(MM/DD/YYYY)					
10. IS ENGLISH YOUR FIRST LANGUAGE?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>				
11. IF YOU ANSWERED "NO" TO QUESTION 10, WHAT IS YOUR FIRST/NATIVE LANGUAGE?					

SECTION B: ATTORNEY INFORMATION

If you are represented by an attorney, enter the attorney's information in this Section B. (You are only represented by an attorney if you signed a representation agreement or contract hiring that attorney.) If you are not represented by an attorney, skip this section.

1. ATTORNEY NAME:	First	M.I.	Last	Suffix				
2. LAW FIRM NAME:								
3. LAW FIRM MAILING ADDRESS:	Address 1							
	Address 2							
	City							
	State/Province							
	Postal Code	Country						
4. ATTORNEY TELEPHONE:	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: none; text-align: center;">(_ _ _ _) - (_ _ _ _) - _ _ _ _ _ _ _ _ _ _ </td> </tr> <tr> <td style="border: none; text-align: center;">Country Code (if outside the United States)</td> <td style="border: none; text-align: center;">Area Code</td> <td style="border: none; text-align: center;">Number</td> </tr> </table>				(_ _ _ _) - (_ _ _ _) - _ _ _ _ _ _ _ _ _ _	Country Code (if outside the United States)	Area Code	Number
(_ _ _ _) - (_ _ _ _) - _ _ _ _ _ _ _ _ _ _								
Country Code (if outside the United States)	Area Code	Number						
5. ATTORNEY EMAIL ADDRESS:								

Questions? Visit www.USCTyndallSettlement.com, Email [Info@USCTyndallSettlement.com], or call toll-free 1-XXX-XXX-XXXX.

SECTION C: CLAIM SELECTION

Please select **one** of the following two claim options:

- Tier 2 Claim** (I choose only to provide information by filling out this claim form, and understand that may make me eligible for an award of \$7,500 to \$20,000.)
- Tier 3 Claim** (I choose to provide information by filling out this claim form **and** participating in an interview by the Special Master's team, and I understand that may make me eligible for an award of \$7,500 to \$250,000.)

SECTION D: TREATMENT BY DR. TYNDALL AT USC

Please complete the information below. You may use additional sheets of paper to describe your experiences.

If you need or want any assistance in filling out this Claim Form, the Court has appointed attorneys to represent Settlement Class members, and those attorneys are available at no cost to you to help you. Call 1-888-XXX-XXXX or email [address]

For each date that you were seen by Dr. George Tyndall, please answer the questions below. *Please be as specific as possible. If you can, please indicate the day, month, and year of your appointment. If you cannot recall the month, please try to recall the season of year (fall, winter, spring, summer). Attach additional pages to describe other visits as necessary.*

VISIT 1

1. Date:

		/			/					
(MM/DD/YYYY)										

2. Facility:

3. Was this your first visit to a gynecologist?

Yes: No:

4. Reason for the appointment you scheduled:

5. What did you expect to be the outcome of this scheduled or walk-in appointment?

6. Did something different happen instead, and if so, what was it?

7. Please describe any discussions you had with the front desk staff at the student health center regarding Dr. Tyndall at the time you scheduled your appointment:

8. Where did you meet with Dr. Tyndall (e.g., in his office, examination room, etc.)?

Please describe what happened during your appointment with Dr. Tyndall by answering the questions below.

If you need or want any assistance in filling out this Claim Form, the Court has appointed attorneys to represent Settlement Class members, and those attorneys are available at no cost to you to help you. Call 1-888-XXX-XXXX or email [address]

Please include as much detail as possible regarding Dr. Tyndall's physical examination of you, including your recollection of his procedures, if applicable.

9. Were you asked to disrobe?

Yes: No:

10. If you answered "Yes" above, did you disrobe partially or completely?

Partially

Completely

11. If yes, how did you react to this request at the time it occurred?

12. If yes, how do you feel about it now?

13. What was the stated reason for your removing of clothing when Dr. Tyndall asked you to disrobe?

14. Did Dr. Tyndall ask you any odd questions? Did Dr. Tyndall make any comments about your body that seemed unprofessional? If so, please describe in as much detail as you are able to accurately recall.

15. Please describe to the best of your recollection any discussions, remarks, or statements made by Dr. Tyndall. Include what was said by Dr. Tyndall before, during, or after your examination, especially if these comments seemed derogatory, offensive, harassing, or made you feel uncomfortable.

16. Please describe any verbal statements or other demonstrations using gestures, photos, or devices related to alleged sexual education, or descriptions of female or male anatomy, provided by Dr. Tyndall. This might include birth control instructions.

17. Please describe any materials Dr. Tyndall showed or gave you, if applicable.

18. In the process of being examined, were any parts of your body stroked or touched in a manner that made you feel uncomfortable, including, but not limited to, arms, legs, breasts, hair or others?

19. Please provide detail regarding any prescriptions Dr. Tyndall gave you, whether you requested the prescriptions or they were provided without your request, and the stated purpose of the prescriptions by Dr. Tyndall, if applicable.

20. Please describe any diagnoses or recommendations for follow-up Dr. Tyndall gave you, and his explanations.

21. Did Dr. Tyndall make any inappropriate sexual comments (e.g., sexual comments that might have made you feel uncomfortable, or that you believe might have been improper, or suspect could have been medically unnecessary)?

Yes: No:

22. If yes, please describe any such comments. How did you feel about it at the time it occurred?

23. If yes, how do you feel about it now?

24. Did Dr. Tyndall digitally penetrate, meaning insert one or more of his fingers into, you vaginally?

Yes: No:

25. If yes, how did you feel about it at the time it occurred?

26. If yes, how do you feel about it now?

27. Did Dr. Tyndall, while penetrating you with his finger(s), move his finger(s) in and out?

Yes: No:

28. If yes, how did you react at the time this was occurring?

29. If yes, how do you feel about what happened now?

30. Did Dr. Tyndall anally penetrate you?

Yes: No:

31. If yes, how did you feel about it at the time it occurred?

32. If yes, how do you feel about it now?

33. Was anyone else present with you and Dr. Tyndall during the visit?

Yes: No:

34. If yes, who was that person (to the best of your recollection)?

35. Please describe in detail (to the best of your recollection) the role of this person in the visit.

36. Please describe in detail (to the best of your recollection) any discussions Dr. Tyndall had with this person.

37. Please describe in detail (to the best of your recollection) any interactions or discussions you had with this person regarding Dr. Tyndall or your visit.

38. Please describe any discussions you had with anyone at the student health center, after your appointment with Dr. Tyndall concluded, that relate to any concerns or issues that you may have had with your experience with Dr. Tyndall.

39. When did you first feel the behavior you have described above was inappropriate (e.g., that made you feel uncomfortable, or that you believe might have been improper, or suspect could have been medically unnecessary)?

40. Did you tell anyone about the conduct you believe was inappropriate (this includes parents, relatives, friends, attorneys, and law enforcement authorities)?

Yes: No:

41. If yes, who did you tell?

42. If yes, what did you say?

43. If yes, when did you tell this person or people about the inappropriate conduct?

If you had additional visits, please use separate sheets of paper to answer the same questions for each additional appointment you had with Dr. Tyndall.

SECTION E: IMPACT OF CONDUCT

1. Describe how you felt during your appointment(s) with Dr. Tyndall. Please include as much detail as possible regarding any physical pain or discomfort, as well as mental or emotional feelings or distress you felt at the time, and why.

2. Describe any mental or emotional distress, or physical pain or discomfort, following your appointment(s) with Dr. Tyndall up to the present time that were related to your interactions with him. Describe when you began to feel this, and how long it lasted.

3. Describe how any emotional distress or physical pain or discomfort has affected you and changed over time, including how it has affected your romantic relationship(s) and social functioning, work functioning, or other important aspects of daily life, including for sleep, bathing, irritability, concentration, eating, etc.

4. Had you had any experiences prior to your visit(s) with Dr. Tyndall that you felt constituted inappropriate sexual behavior or abuse? If so, please describe.

If you need or want any assistance in filling out this Claim Form, the Court has appointed attorneys to represent Settlement Class members, and those attorneys are available at no cost to you to help you. Call 1-888-XXX-XXXX or email [address]

5. Have you sought counseling by any healthcare professional for your above-referenced injuries or emotional distress?

Yes: No:

If yes, please describe below. *Anyone listed below will not be contacted without your permission.*

Date(s) (even if approximate):

|_|_|_|_|/|_|_|_|_|/|_|_|_|_|_|_|_|_|_|
(MM/DD/YYYY)

|_|_|_|_|/|_|_|_|_|/|_|_|_|_|_|_|_|_|_|
(MM/DD/YYYY)

|_|_|_|_|/|_|_|_|_|/|_|_|_|_|_|_|_|_|_|
(MM/DD/YYYY)

Name(s) of Professional(s):

Nature of Treatment:

6. Have you sought other treatment by any healthcare professional for your above-referenced injuries or emotional distress?

Yes: No:

If yes, please describe below. *Anyone listed below will not be contacted without your permission.*

Date(s) (even if approximate):

|_|_|_|_|/|_|_|_|_|/|_|_|_|_|_|_|_|_|_|
(MM/DD/YYYY)

|_|_|_|_|/|_|_|_|_|/|_|_|_|_|_|_|_|_|_|
(MM/DD/YYYY)

|_|_|_|_|/|_|_|_|_|/|_|_|_|_|_|_|_|_|_|
(MM/DD/YYYY)

Name(s) of Professional(s):

Nature of Treatment:

7. If you have incurred any expenses you attribute to injuries or emotional distress caused by your treatment by Dr. Tyndall, please itemize such expenses and, if available, provide copies of supporting documentation.

8. Please provide any additional information you believe is relevant or useful for the Special Master and her team to know:

5. PRIVATE HEALTHCARE INSURANCE

If you have received medical treatment for your injuries described above that were covered by a private healthcare insurance plan, provide the following information for each such plan:

Name of Plan/Entity:

Policyholder Name:

Policy Number:

Medical Condition Covered by Plan/Entity: _____

6. OTHER LIENS

1. Are you aware of a potential Lien that could be asserted against your Claim Award?

Yes: No:

A "Lien" would include any lien, mortgage, reimbursement claim, pledge, charge, security interest, or other legal encumbrance, of any nature whatsoever, creating a legal obligation to withhold payment of a Claim.

2. If yes, please describe such Liens below.

SECTION G: SIGNATURE

By signing below, I declare under penalty and perjury, that: (1) all of the information provided in this Claim Form, and any attachments, is true and complete to the best of my knowledge; (2) I authorize the Settlement Administrator to contact the healthcare insurance providers identified on this Claim Form per the Settlement Agreement, and I do not object to any resulting disclosures or to the resolution of any potential Liens on my behalf; and (3) I understand that false or misleading information may result in the rejection of my Claim.

Signature

Printed Full Name (First, Middle, and Last)

| | / | | / | | | | |
Date (Month/Day/Year)

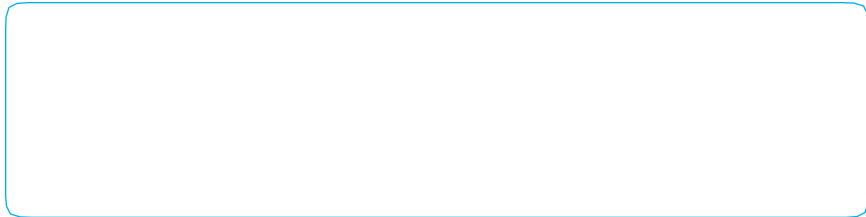
You may submit this Tier 2 or Tier 3 claim by completing this hard copy claim form and mailing it to the Settlement Administrator at USC Student Health Center Settlement, c/o JND Legal Administration, P.O. Box 91233, Seattle, WA 98111-9333 or you may file your claim online through the Settlement Website at www.USCTyndallSettlement.com.

— EXHIBIT —
E



USC Student Health Center Settlement
c/o JND Legal Administration
P.O. Box 91233
Seattle, WA 98111-9333

IMPORTANT COURT ORDERED INFORMATION



IMPORTANT COURT ORDERED INFORMATION

– EXHIBIT –
F-1

To: _____

From: info@URL.com

Subject: Notice of USC Student Health Center Settlement

Claimant ID No.

Dear [Class Member Name]:

Women who were seen for treatment by Dr. George Tyndall at USC's student health center may be eligible for benefits from a class action settlement.

Why did I get this Notice? A Settlement has been reached in a class action lawsuit pending in the United States District Court for the Central District of California ("Court") titled *In re USC Student Health Center Litigation*, No. 2:18-cv-04258-SVW ("Litigation"). According to existing records, you may be a "Settlement Class Member." The purpose of this Email Notice is to inform you of the Litigation, the Settlement, and your legal rights.

What is the Litigation about? Dr. George M. Tyndall ("Dr. Tyndall") was a gynecologist at the University of Southern California Student Health Center ("USC SHC") from August 14, 1989 to June 21, 2016. The women who sued (the "Plaintiffs") allege that Dr. Tyndall assaulted, abused, sexually harassed, committed medical malpractice related to a Women's Health Issue, or otherwise acted inappropriately towards female patients while he was a gynecologist at the USC SHC and that the University of Southern California and Board of Trustees of the University of Southern California (together, "USC") failed to respond appropriately to Dr. Tyndall's conduct. Dr. Tyndall and USC (collectively "Defendants") deny these allegations, but both sides have agreed to the Settlement to avoid the costs and risks of a lengthy trial and appeals process. The Court has not decided who is right.

Who is a Settlement Class Member? The Settlement Class has been defined as all women who were seen for treatment by Dr. George M. Tyndall at the University of Southern California student health center during the period from August 14, 1989 to June 21, 2016 (a) for Women's Health Issues, or (b) whose treatment by Dr. George M. Tyndall included an examination by him of her breast or genital areas, or (c) whose treatment included the taking of photographs or videotapes of her unclothed or partially clothed body. "Women's Health Issues" includes but is not limited to any issue relating to breast, vaginal, urinary tract, bowel, gynecological, or sexual health, including contraception and fertility. A list of Women's Health Issues is available on the Settlement Website at www.URL.com.

What are the terms of the Settlement? The Settlement will provide a two hundred and fifteen million dollar Settlement Fund to pay claims to Settlement Class Members. You have been pre-identified as a Class Member and will be included in the Settlement Class and sent a check for two thousand five hundred dollars ("Tier 1 Claim Award"), subject to a *pro rata* increase. Settlement Class Members also have the option to submit a Claim Form describing the experience, impact, and/or the emotional distress and/or bodily injury you suffered for evaluation by an impartial, third party called a "Special Master." If a Claim Form is determined eligible under the terms of the Settlement, the Settlement Class Member could receive an additional Claim Award of between seven thousand five hundred dollars and twenty thousand dollars ("Tier 2 Claim Award") or, Settlement Class Members providing additional evidence of impact and/or injuries depending on the level of detail, participation, and evidence provided, could receive an additional Claim Award of between seven thousand five hundred dollars and two hundred fifty thousand dollars ("Tier 3 Claim Award"). Tier 2 and Tier 3 Claim Awards are subject to *pro rata* adjustment, as detailed in the Settlement. Additional information and Claim Forms are available on the Settlement Website at www.URL.com. **The deadline to submit a Claim Form is [Month Day, 2019].**

What are the other options for Settlement Class Members? If you don't want to be legally bound by the Settlement, you must exclude yourself by [Month Day, 2019]. Unless you exclude yourself from the Settlement Class, you will give up your right to sue the Defendants on your own for the claims described in the Settlement. You will also be bound by any decisions by the Court relating to the Settlement. However, if you exclude yourself, you cannot receive payment(s) from the Settlement. If you don't request exclusion,

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you may object to the Settlement by [Month Day, 2019]. The detailed Settlement Notice is available at www.URL.com and explains how Settlement Class Members may request exclusion or object. The Court will hold a Fairness Hearing on [Month Day, 2019] at X:XX a./p.m. (Pacific) to decide whether to approve the Settlement, Class Counsel attorneys' fees and incurred expenses up to twenty five million dollars, and any Class Representative service awards awarded by the Court. Any attorney fees and expenses will be paid by Defendants separate and in addition to the benefits available to Settlement Class Members and will not reduce Settlement benefits. You may ask to appear or speak at the hearing at your own expense but you are not required to do so. Additional information is available on the Settlement Website at www.URL.com.

How to get more information? To learn more about the Settlement, and review related Court documents, visit www.URL.com. You may also contact the Settlement Administrator by email at [info@URL.com], by phone toll-free at X-XXX-XXX-XXXX, or by mail at USC Student Health Center Settlement, c/o JND Legal Administration, P.O. Box 91304, Seattle, WA 98111-9834.

– EXHIBIT –
F-2

To: [Class Member Email Address]

From: info@URL.com

Subject: Notice of USC Student Health Center Settlement

Dear [Class Member Name]:

Women who were seen for treatment by Dr. George Tyndall at USC's student health center may be eligible for benefits from a class action settlement.

Why did I get this Notice? A Settlement has been reached in a class action lawsuit pending in the United States District Court for the Central District of California ("Court") titled *In re USC Student Health Center Litigation*, No. 2:18-cv-04258-SVW ("Litigation"). According to existing records, you may be a "Settlement Class Member." The purpose of this Email Notice is to inform you of the Litigation, the Settlement, and your legal rights.

What is the Litigation about? Dr. George M. Tyndall ("Dr. Tyndall") was a gynecologist at the University of Southern California Student Health Center ("USC SHC") from August 14, 1989 to June 21, 2016. The women who sued (the "Plaintiffs") allege that Dr. Tyndall assaulted, abused, sexually harassed, committed medical malpractice related to a Women's Health Issue, or otherwise acted inappropriately towards female patients while he was a gynecologist at the USC SHC and that the University of Southern California and Board of Trustees of the University of Southern California (together, "USC") failed to respond appropriately to Dr. Tyndall's conduct. Dr. Tyndall and USC (collectively "Defendants") deny these allegations, but both sides have agreed to the Settlement to avoid the costs and risks of a lengthy trial and appeals process. The Court has not decided who is right.

Who is a Settlement Class Member? The Settlement Class has been defined as all women who were seen for treatment by Dr. George M. Tyndall at the University of Southern California student health center during the period from August 14, 1989 to June 21, 2016 (a) for Women's Health Issues, or (b) whose treatment by Dr. George M. Tyndall included an examination by him of her breast or genital areas, or (c) whose treatment included the taking of photographs or videotapes of her unclothed or partially clothed body. "Women's Health Issues" includes but is not limited to any issue relating to breast, vaginal, urinary tract, bowel, gynecological, or sexual health, including contraception and fertility. A list of Women's Health Issues is available on the Settlement Website at www.URL.com.

What are the terms of the Settlement? The Settlement will provide a two hundred and fifteen million dollar Settlement Fund to pay claims to Settlement Class Members. If you believe you are a Class Member, you must complete the Statement of Settlement Class Membership form available at www.URL.com to be confirmed to be a Class Member and included in the Settlement Class and sent a check for two thousand five hundred dollars ("Tier 1 Claim Award"), subject to a *pro rata* increase. Settlement Class Members also have the option to submit a Claim Form describing the experience, impact, and/or the emotional distress and/or bodily injury they suffered for evaluation by an impartial, third party called a "Special Master." If a Claim Form is determined eligible under the terms of the Settlement, the Settlement Class Member could receive an additional Claim Award of between seven thousand five hundred dollars and twenty thousand dollars ("Tier 2 Claim Award") or, Settlement Class Members providing additional evidence of impact and/or injuries depending on the level of detail, participation, and evidence provided, could receive an additional Claim Award of between seven thousand five hundred dollars and two hundred fifty thousand dollars ("Tier 3 Claim Award"). Tier 2 and Tier 3 Claim Awards are subject to *pro rata* adjustment, as detailed in the Settlement. Additional information and Claim Forms are available on the Settlement Website at www.URL.com. **The deadline to submit a Claim Form is [Month Day, 2019].**

What are the other options for Settlement Class Members? If you don't want to be legally bound by the Settlement, you must exclude yourself by [Month Day, 2019]. Unless you exclude yourself from the Settlement Class, you will give up your right to sue the Defendants on your own for the claims described in the Settlement. You will also be bound by any decisions by the Court relating to the Settlement. However, if you exclude yourself, you cannot receive payment(s) from the Settlement. If you don't request exclusion, you may object to the Settlement by [Month Day, 2019]. The detailed Settlement Notice is available at

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Case 2:18-cv-04258-SVW-GJS Document 67-3 Filed 02/12/19 Page 125 of 129 Page ID #1185
www.URL.com and explains how Settlement Class Members may request exclusion or object. The Court will hold a Fairness Hearing on [Month Day, 2019] at X:XX a./p.m. (Pacific) to decide whether to approve the Settlement, Class Counsel attorneys' fees and incurred expenses up to twenty five million dollars, and any Class Representative service awards awarded by the Court. Any attorney fees and expenses will be paid by Defendants separate and in addition to the benefits available to Settlement Class Members and will not reduce Settlement benefits. You may ask to appear or speak at the hearing at your own expense but you are not required to do so. Additional information is available on the Settlement Website at www.URL.com.

How to get more information? To learn more about the Settlement, and review related Court documents, visit www.URL.com. You may also contact the Settlement Administrator by email at [info@URL.com], by phone toll-free at X-XXX-XXX-XXXX, or by mail at USC Student Health Center Settlement, c/o JND Legal Administration, P.O. Box 91304, Seattle, WA 98111-9834.

— EXHIBIT —

G

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If you were attending USC and treated by Dr. George Tyndall between August 1989 and June 2016, a class action lawsuit may affect you. You may be entitled to benefits. Learn more.



Were you a student at USC and treated by Dr. George Tyndall?
tbd.com

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USC Patients of Dr. Tyndall | From August 1989- June 2016 1

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If you were a USC student and treated by Dr. Tyndall, you may be part of a class action.



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Dr. Tyndall USC Patients

Like Comment Share

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JND Legal Administration Sponsored

If you were attending USC and treated by Dr. Tyndall between August 1989 and June 2016, a class action may affect you.




DISPLAYURL.COM Learn More


Were you treated by Dr. George Tyndall?


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Promoted ...

 **Dr. Tyndall USC Patients**
If you were treated by Dr. Tyndall at USC, a class action may affect you. >

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Place ads on LinkedIn. Acquire new customers for your business. Try it now.

 **Invitation from LinkedIn**
Place ads on LinkedIn. Acquire new customers for your business. Try it now.

— EXHIBIT —

H

If you were seen for treatment by Dr. George M. Tyndall at the University of Southern California Student Health Center, you may be eligible for benefits from a class action settlement.

Seattle, DATE/PR Newswire/

A Settlement has been submitted by the Parties for court approval in a class action lawsuit, *In re USC Student Health Center Litigation (No. 2:18-cv-04258-SVW)*, involving Dr. George M. Tyndall, a gynecologist at the University of Southern California Student Health Center from August 14, 1989 to June 21, 2016. Current and former USC female students sued alleging that Dr. Tyndall assaulted, abused, sexually harassed, committed medical malpractice related to a Woman's Health Issue, or otherwise acted inappropriately towards female patients while he was a gynecologist at the USC Student Health Center, and that USC and its Board of Trustees failed to respond appropriately to Dr. Tyndall's conduct. Dr. Tyndall and USC each deny the allegations against them, but the Parties have agreed to the Settlement to avoid the costs and risks of a lengthy trial and appeals process. This proposed settlement not only brings meaningful relief to this class of USC graduates and students, but stands as a testament both to the strength of these women, coming forward to tell their truth, and to the ability of class actions to create real positive impact for those who have suffered.

The Settlement will provide a \$215,000,000 Settlement Fund to pay claims to women who were seen for treatment by Dr. Tyndall at the USC Student Health Center for Women's Health Issues, or whose treatment by Dr. Tyndall included an examination by him of her breast or genital areas, or whose treatment included the taking of photographs of her unclothed or partially clothed body. "Women's Health Issues" includes, but is not limited to, any issue relating to breast, vaginal, urinary tract, bowel, gynecological, or sexual health, including contraception and fertility. A list of Women's Health Issues is available at www.USCTyndallSettlement.com. Confirmed Settlement Class Members will receive a check for \$2,500 ("Tier 1 Claim Award"). Settlement Class Members also have the option to submit a Claim Form describing the experience, impact, and/or damages suffered for evaluation by an impartial, third party Special Master. If a Claim Form is determined eligible under the terms of the Settlement, the Settlement Class Member could receive an additional Claim Award of \$7,500 up to \$20,000 ("Tier 2 Claim Award") or, Settlement Class Members providing additional evidence of impact and/or damages could receive an additional Claim Award of \$7,500 up to \$250,000 ("Tier 3 Claim Award"). Tier 2 and Tier 3 Claim Awards are subject to *Pro Rata* Adjustment. Additional information including a Statement of Settlement Class Membership Form and Claim Form are available at www.USCTyndallSettlement.com. The deadline to submit a Statement of Settlement Class Membership Form and/or Claim Form is [**Month Day, 2019**].

Class Members also have other options. If former patients do not want to be legally bound by the Settlement, they must exclude themselves by [**Month Day, 2019**]. If a former patient excludes herself, she cannot receive benefits from the Settlement Class. If a former patient does not request exclusion, she may object to the Settlement by [**Month Day, 2019**]. The detailed Settlement Notice is available at www.USCTyndallSettlement.com and explains how Class Members may request exclusion or object. The Court will hold a Fairness Hearing on [**Month Day, 2019**] at X:XX a./p.m. (Pacific) to decide whether to approve the Settlement. Former patients may ask to appear or speak at the hearing at their own expense, but are not required to do so. Additional information is available at www.USCTyndallSettlement.com.

To learn more about the Settlement, and review related Court documents, visit www.USCTyndallSettlement.com. You may also contact the Settlement Administrator by email at info@USCTyndallSettlement.com, by phone toll-free at 1-XXX-XXX-XXXX, or by mail at USC Student Health Center Settlement, P.O. Box 91233, Seattle, WA 98111-9333.