

EXHIBIT 2

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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 IN RESPONSE TO
COURT’S ORDER DATED
APRIL 18, 2019**

I, JENNIFER M. KEOUGH, declare as follows:

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

2. I am continuing to work with counsel for the Plaintiffs and Defendants (“Counsel”) regarding preliminary approval of this Settlement. I previously filed a Declaration Regarding Proposed Notice Program, dated February 12, 2019, Docket No. 67-3, and a Supplemental Declaration Regarding Settlement Administration and Lien Resolution, dated March 18, 2019, Docket No. 85-1. I make this Declaration to address the Court’s concerns regarding: (A) the *pro rata* analysis; and (B) certain language in the Notice.

1 **A. THE PRO RATA ANALYSIS**

2 3. In its Order Denying Plaintiffs’ Motion for Preliminary Approval of
3 Class Action Settlement and Motion to Appoint Special Master, dated April 18,
4 2019, Docket No. 124 (“April 18, 2019 Order”), the Court stated, among other
5 things, that the “parties have not provided any estimate in the settlement
6 agreement, nor in the notice to class members, of the expectations as to the number
7 of claimants that may seek a Tier 2 or Tier 3 claim.” (April 18, 2019 Order, Section
8 II.A., ¶1.) We have been working with Counsel to address this concern and to
9 provide information to the Court “in a rough sense” regarding the potential
10 “ultimate number of claims” and the “potential likelihood and quantity of a pro
11 rata adjustment to the Tier 2 and Tier 3 awards.” (April 18, 2019 Order, Section
12 II.A., ¶1.)

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15 4. In analyzing any potential claims filing rates, we must start with the
16 total possible universe of Settlement Class Members¹. According to Defense
17 counsel and their data experts, the number of women seen by Dr. Tyndall during
18 the class period for women’s health issues is no more than 17,000. Considering
19 that 17,000 is the outside universe of claimants, we believe it is reasonable to
20 assume that there will be approximately 15,000 women who are eligible for a Tier
21 1 payment in this case because either USC has records to substantiate their claim
22
23
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¹ Unless indicated otherwise, all capitalized terms have the same meaning as set forth in the Amended Settlement Agreement.

1 or because these women will be able to demonstrate themselves that they saw Dr.
2 Tyndall during the Class Period.

3 5. Using 15,000 Class Members as a starting point, we must then make
4 an assumption regarding how many women will file for enhanced Tier 2 and/or
5 Tier 3 relief under the Settlement. Based on my nearly 20 years of experience in
6 administering class action settlements, I believe it is reasonable to assume that
7 4,000 Tier 2 and 3 claims, just over 25%, will be filed by those 15,000 Class
8 Members. The next step is to determine the ratio of Tier 2 to Tier 3 filers. Of
9 those 4,000 Claimants, we estimate that 3,000 will be seeking Tier 2 relief, which
10 only requires a written submission, and that 1,000 women will seek Tier 3 relief,
11 which requires them to be interviewed by the Panel team.

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14 6. Using the filing rate assumptions above, we then calculated what the
15 payouts would be based on the award ranges described in the Amended Settlement
16 Agreement. To recap, under the proposed Settlement claims process, all known
17 Class Members and confirmed Class Members who file a Statement of Settlement
18 Class Membership Form (which we estimate to be 15,000 women) will receive an
19 initial \$2,500 Tier 1 Claim Award payment. A Class Member filing a Tier 2 claim
20 may receive a Tier 2 Claim Award in the range of \$7,500 to \$20,000 (less the
21 \$2,500 previously advanced and any additional *Pro Rata* Increase award
22 separately issued as part of the Tier 1 distribution) and a Class Member filing a
23 Tier 3 claim (who participates in the interview process) may receive a Tier 3 Claim
24

1 Award in the range of \$7,500 to \$250,000 (again, less the \$2,500 previously
2 advanced and any additional *pro rata* increase award separately issued as part of
3 the Tier 1 distribution). Therefore, to make further “rough estimates” of potential
4 payouts and the potential effect on the *pro rata* distribution, not only did we need
5 to estimate the number of claims filed at the different Tier levels, but we also need
6 to make assumptions about the average payout for Tier 2 and Tier 3 claims.

7
8 7. To derive our initial estimates, we used an approximate median value
9 for payment awards at the Tier 2 and Tier 3 levels. For Tier 2 claims, we assumed
10 an average award from the Panel of \$15,000. For Tier 3 claims, we assumed an
11 average award from the Panel of \$125,000. Extrapolating those numbers into the
12 rest of our estimates yields the following calculations:
13

14 **Initial Calculation to Determine Total Aggregate Award Amount:**

15 15,000 Tier 1 x \$2,500:	\$37.5 million
16 3,000 Tier 2 x \$15,000:	\$45 million
17 1,000 Tier 3 x \$125,000:	\$125 million
18 Less Tier 1 Offset for 4,000 Tier 2 and 3 claimants 19 who already received a \$2,500 Tier 1 payment:	(\$10 million)
20 <u>Total Aggregate Award Amount:</u>	\$197.5 million

21
22 8. Based on the number of assumed claims filed, the number of claims
23 that fall into the different categories and the average awards of the Panel, there
24 will be sufficient Settlement Funds to pay all claims in full. Based on the above
estimate of a total aggregate award amount of \$197.5 million, Tier 1, 2, and 3

1 Claim Awards would receive a *Pro Rata* Adjustment upward of 6% (after
 2 Administrative Expenses²) as detailed below:

3 **Calculation to Determine *Pro Rata* Adjustment Amount:**

4 Settlement Fund ³	\$210 million
5 Aggregate Award Amount	\$197.5 million
6 Percentage difference	6% Increase

8 **Calculation to Apply *Pro Rata* Adjustment:**

9 15,000 Tier 1 x (\$2,500 + 6% = \$2,650)	\$39.75 million
10 3,000 Tier 2 x (\$15,000 + 6% = \$ 15,900)	\$47.7 million
11 1,000 Tier 3 x (\$125,000 + 6% = \$ 132,500)	\$132.5 million
12 Less Tier 1 Offset for 4,000 Tier 2 and 3 claimants who 13 already received a \$2,500 Tier 1 payment	(\$10 million)
14 <u>Total Aggregate Award Amount Plus 6% <i>Pro Rata</i> Increase:</u>	\$209.95 million

15 9. Nevertheless, we recognize that our estimate is just that, an estimate,
 16 and Counsel asked us to provide the Court and the potential Class Members with
 17 other claim filing scenarios to understand how the *Pro Rata* Adjustments could be
 18 affected, either up or down, if the filing rates and payout amounts are different
 19 than what we estimate above. Toward that end, JND has prepared the attached
 20 five examples of different levels of claims submissions, different percentages of
 21

22 _____
 23 ² Solely for the purposes of this example, we have reduced the Settlement Fund by \$5 million for
 Administrative Expenses per Section 2.2 of the Amended Settlement Agreement.

24 ³ This represents the Settlement Fund as of the date of the *pro rata* calculation, by which point
 the Settlement Fund will have been reduced to pay for Administrative Expenses incurred up to
 that date per Sections 2.2, 2.34, and 2.35 of the Amended Settlement Agreement. Solely for the
 purposes of this example, we have reduced the Settlement Fund by \$5 million for Administrative
 Expenses.

1 Tier 2 and 3 filing rates, and different average award amounts, which yield
2 different *Pro Rata* Adjustment scenarios. Please see Exhibit A attached hereto.
3 The scenarios show what happens if claims rates are lower than we expect, if they
4 are higher than we expect and how the average payouts can affect the *Pro Rata*
5 Adjustments. In preparing these scenarios, we also try to address the Court’s
6 concern about a “worst case scenario”. (April 18, 2019 Order, Section II.A., ¶1.)

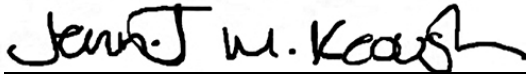
8 **B. NOTICE LANGUAGE**

9 10. In its April 18, 2019 Order, the Court also stated that “the settlement
10 documents do not indicate when such a pro rata adjustment will be made during
11 the claims administration process or who will be calculating the ultimate pro rata
12 adjustments.” (April 18, 2019 Order, Section II.A., ¶3). To address the Court’s
13 concern in this respect, JND, working with Counsel, has added additional language
14 to the proposed Long Form Notices (see revised language in Question 8) to explain
15 how Tier 2 and 3 *pro rata* adjustments would work as part of the claims
16 administration process. The proposed Email Notices have been updated as well to
17 refer to additional detail in the Amended Settlement Agreement and detailed
18 Settlement Notice. Lastly, the Court requested that the Equitable Relief
19 Committee’s findings regarding “details about the equitable relief to be imposed
20 upon USC as part of the Settlement” and “equitable measures to be adopted on
21 campus” be incorporated into the proposed notice to class members (April 18,
22 2019 Order, Section II.A., ¶7-8). JND, working with Counsel, has incorporated
23
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1 additional information regarding Equitable Relief Measures and the institutional
2 changes being implemented at USC to the proposed Long Form Notices (see
3 revised language in Question 7). The proposed Email Notices have been updated
4 to include reference to Equitable Relief as well. The revised proposed Long Form
5 and Email Notices for known and potential Class Members are attached hereto as
6 Exhibits B, C, D, and E, respectively.
7

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

10 Executed on May 17, 2019, in Seattle, Washington.

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13 JENNIFER M. KEOUGH
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EXHIBIT A



USC STUDENT HEALTH SETTLEMENT
(USDC CENTRAL DISTRICT OF CALIFORNIA CASE NO. 2:18-cv-04258-SVW-GJS)

EXAMPLES OF TIER 2 AND 3 PRO RATA ADJUSTMENTS

<u>JND DECLARATION ANALYSIS</u>		
(as described in Paragraphs 4-8 of Declaration of Jennifer M. Keough in Response to Court’s Order Dated April 18, 2019)		
(15k Total Tier 1 Payments; 4k Tier 2 and 3 Claims; 3k Tier 2 Claims; 1k Tier 3 Claims; Tier 2 Avg Payout \$15k; Tier 3 Avg Payout \$125k)		
	<u>TOTAL AWARD PAYMENTS</u>	<u>TOTAL PRO RATA AWARD PAYMENTS</u>
1. 15,000 Total Tier 1 Class Members (\$2,500 Award)	\$37.5 Million	\$2.25 Million (Each Award Increases \$150)
2. 4,000 Class Members File Tier 2 and 3 Claims		
3. 3,000 Tier 2 Claims with an Average Payout of \$15,000	\$45 Million	\$2.7 Million (Each Award Increases \$900)
4. 1,000 Tier 3 Claims with an Average Payout of \$125,000	\$125 Million	\$7.5 Million (Each Award Increases \$7,500)
5. Less Tier 1 Offset for 4,000 Tier 2 and 3 Claimants	(\$10 Million)	
6. Total Aggregate Award Amount:	\$197.5 Million	
7. <i>Pro Rata</i> Adjustment:	Total aggregate award amount of \$197.5 million, which is less than the Settlement Fund, resulting in a <i>Pro Rata</i> Adjustment upward of 6.33% ¹ (after Administrative Expenses ²).	

¹ For ease of presentation, we have rounded 6.33% to 6% and simplified Tier 1 offsets for Tier 2 and 3 claimants to show the math on this chart for illustrative purposes. In an actual *Pro Rata* Adjustment, the adjustment used after total Tier 1 offsets for Tier 2 and 3 claimants and Administrative Expenses would be exact so the total award payout equals \$215 million.

² Solely for the purposes of this example, we have reduced the Settlement Fund by \$5 million for Administrative Expenses per Section 2.2 of the Amended Settlement Agreement.



ALTERNATIVE SCENARIO 1

(15k Total Tier 1 Payments; 3.5k Tier 2 and 3 Claims; 2.8k Tier 2 Claims; 700 Tier 3 Claims; Tier 2 Avg Payout \$15k; Tier 3 Avg Payout \$125k)

	<u>TOTAL AWARD PAYMENTS</u>	<u>TOTAL <i>PRO RATA</i> AWARD PAYMENTS</u>
1. 15,000 Total Tier 1 Class Members (\$2,500 Award)	\$37.5 Million	\$12.375 Million (Each Award Increases \$825)
2. 3,500 Class Members File Tier 2 and 3 Claims		
3. 2,800 Tier 2 Claims with an Average Payout of \$15,000	\$42 Million	\$13.86 Million (Each Award Increases \$4,950)
4. 700 Tier 3 Claims with an Average Payout of \$125,000	\$87.5 Million	\$28.875 Million (Each Award Increases \$41,250)
5. Less Tier 1 Offset for 3,500 Tier 2 and 3 Claimants	(\$8.75 Million)	
6. Total Aggregate Award Amount:	\$158.25 Million	
7. <i>Pro Rata</i> Adjustment:	Total aggregate award amount of \$158.25 million, which is less than the Settlement Fund, resulting in a <i>Pro Rata</i> Adjustment upward of 32.70% ³ (after Administrative Expenses ⁴).	

³ For ease of presentation, we have rounded 32.70% to 33% and simplified Tier 1 offsets for Tier 2 and 3 claimants to show the math on this chart for illustrative purposes. In an actual *Pro Rata* Adjustment, the adjustment used after total Tier 1 offsets for Tier 2 and 3 claimants and Administrative Expenses would be exact so the total award payout equals \$215 million.

⁴ Solely for the purposes of this example, we have reduced the Settlement Fund by \$5 million for Administrative Expenses per Section 2.2 of the Amended Settlement Agreement.

ALTERNATIVE SCENARIO 2

(15k Total Tier 1 Payments; 5.5k Tier 2 and 3 Claims; 4.4k Tier 2 Claims; 1.1k Tier 3 Claims; Tier 2 Avg Payout \$15k; Tier 3 Avg Payout \$125k)

	<u>TOTAL AWARD PAYMENTS</u>	<u>TOTAL PRO RATA AWARD PAYMENTS</u>
1. 15,000 Total Tier 1 Class Members (\$2,500 Award)	\$37.5 Million	No Change ⁵
2. 5,500 Class Members File Tier 2 and 3 Claims		
3. 4,400 Tier 2 Claims with an Average Payout of \$15,000	\$66 Million	\$5.94 Million (Each Award Decreases \$1,350)
4. 1,100 Tier 3 Claims with an Average Payout of \$125,000	\$137.5 Million	\$12.375 Million (Each Award Decreases \$11,250)
5. Less Tier 1 Offset for 5,500 Tier 2 and 3 Claimants	(\$13.75 Million)	
6. Total Aggregate Award Amount:	\$227.25 Million	
7. <i>Pro Rata</i> Adjustment:	Total aggregate award amount of \$227.25 million, which is more than the Settlement Fund, resulting in a <i>Pro Rata</i> Adjustment downward of 9.09% ⁶ (after Administrative Expenses ⁷).	

⁵ Per Paragraph 2.35 of the Amended Settlement Agreement, the *pro rata* reduction does not apply to Tier 1 Claim Awards. Therefore, because the *Pro Rata* Reduction only applies to Tier 2 and 3 claims the *Pro Rata* Adjustment appears larger than it would be if applied to the Total Settlement Awards.

⁶ For ease of presentation, we have rounded 9.09% to 9% and simplified Tier 1 offsets for Tier 2 and 3 claimants to show the math on this chart for illustrative purposes. In an actual *Pro Rata* Adjustment, the adjustment used after total Tier 1 offsets for Tier 2 and 3 claimants and Administrative Expenses would be exact so the total award payout equals \$215 million.

⁷ Solely for the purposes of this example, we have reduced the Settlement Fund by \$5 million for Administrative Expenses per Section 2.2 of the Amended Settlement Agreement.



ALTERNATIVE SCENARIO 3

(15k Total Tier 1 Payments; 3.5k Tier 2 and 3 Claims; 2.8k Tier 2 Claims; 700 Tier 3 Claims; Tier 2 Avg Payout \$10k; Tier 3 Avg Payout \$85k)

	<u>TOTAL AWARD PAYMENTS</u>	<u>TOTAL <i>PRO RATA</i> AWARD PAYMENTS</u>
1. 15,000 Total Tier 1 Class Members (\$2,500 Award)	\$37.5 Million	\$18.75 Million (Each Award Increases \$1,250)
2. 3,500 Class Members File Tier 2 and 3 Claims		
3. 2,800 Tier 2 Claims with an Average Payout of \$10,000	\$28 Million	\$14 Million (Each Award Increases \$5,000)
4. 700 Tier 3 Claims with an Average Payout of \$85,000	\$59.5 Million	\$29.75 Million (Each Award Increases \$42,500)
5. Less Tier 1 Offset for 3,500 Tier 2 and 3 Claimants	(\$8.75 Million)	
6. Total Aggregate Award Amount:	\$116.25 Million	
7. <i>Pro Rata</i> Adjustment:	Total aggregate award amount of \$116.25 million, which is less than the Settlement Fund, resulting in a <i>Pro Rata</i> Adjustment upward of 50% ⁸ (after Administrative Expenses ⁹).	

⁸ Per Paragraph 2.34 of the Settlement Agreement, the maximum *Pro Rata* Increase is 50%. In addition, we have simplified Tier 1 offsets for Tier 2 and 3 claimants to show the math on this chart for illustrative purposes. In an actual *Pro Rata* Adjustment, the adjustment used after total Tier 1 offsets for Tier 2 and 3 claimants and Administrative Expenses would be exact so the total award payout equals \$215 million.

⁹ Solely for the purposes of this example, we have reduced the Settlement Fund by \$5 million for Administrative Expenses per Section 2.2 of the Amended Settlement Agreement.

ALTERNATIVE SCENARIO 4

(15k Total Tier 1 Payments; 5.5k Tier 2 and 3 Claims; 4.4k Tier 2 Claims; 1.1k Tier 3 Claims; Tier 2 Avg Payout \$10k; Tier 3 Avg Payout \$85k)

	<u>TOTAL AWARD PAYMENTS</u>	<u>TOTAL PRO RATA AWARD PAYMENTS</u>
1. 15,000 Total Tier 1 Class Members (\$2,500 Award)	\$37.5 Million	\$11.25 Million (Each Award Increases \$750)
2. 5,500 Class Members File Tier 2 and 3 Claims		
3. 4,400 Tier 2 Claims with an Average Payout of \$10,000	\$44 Million	\$13.2 Million (Each Award Increases \$3,000)
4. 1,100 Tier 3 Claims with an Average Payout of \$85,000	\$93.5 Million	\$28.05 Million (Each Award Increases \$25,500)
5. Less Tier 1 Offset for 5,500 Tier 2 and 3 Claimants	(\$13.75 Million)	
6. Total Aggregate Award Amount:	\$161.25 Million	
7. <i>Pro Rata</i> Adjustment:	Total aggregate award amount of \$161.25 million, which is less than the Settlement Fund, resulting in a <i>Pro Rata</i> Adjustment upward of 30.23% ¹⁰ (after Administrative Expenses ¹¹).	

¹⁰ For ease of presentation, we have rounded 30.23% to 30% and simplified Tier 1 offsets for Tier 2 and 3 claimants to show the math on this chart for illustrative purposes. In an actual *Pro Rata* Adjustment, the adjustment used after total Tier 1 offsets for Tier 2 and 3 claimants and Administrative Expenses would be exact so the total award payout equals \$215 million.

¹¹ Solely for the purposes of this example, we have reduced the Settlement Fund by \$5 million for Administrative Expenses per Section 2.2 of the Amended Settlement Agreement.

ALTERNATIVE SCENARIO 5

(15k Total Tier 1 Payments; 7.5k Tier 2 and 3 Claims; 6k Tier 2 Claims; 1.5k Tier 3 Claims; Tier 2 Avg Payout \$10k; Tier 3 Avg Payout \$125k)

	<u>TOTAL AWARD PAYMENTS</u>	<u>TOTAL PRO RATA AWARD PAYMENTS</u>
1. 15,000 Total Tier 1 Class Members (\$2,500 Award)	\$37.5 Million	No Change ¹²
2. 7,500 Class Members File Tier 2 and 3 Claims		
3. 6,000 Tier 2 Claims with an Average Payout of \$10,000	\$60 Million	\$15 Million (Each Award Decreases \$2,500)
4. 1,500 Tier 3 Claims with an Average Payout of \$125,000	\$187.5 Million	\$46.875 Million (Each Award Decreases \$31,250)
5. Less Tier 1 Offset for 7,500 Tier 2 and 3 Claimants	(\$18.75 Million)	
6. Total Aggregate Award Amount:	\$266.25 Million	
7. <i>Pro Rata</i> Adjustment:	Total aggregate award amount of \$266.25 million, which is more than the Settlement Fund, resulting in a <i>Pro Rata</i> Adjustment downward of 24.59% ¹³ (after Administrative Expenses ¹⁴).	

¹² Per Paragraph 2.35 of the Amended Settlement Agreement, the *Pro Rata* Reduction does not apply to Tier 1 Claim Awards. Therefore, because the *Pro Rata* Reduction only applies to Tier 2 and 3 claims the *Pro Rata* Adjustment appears larger than it would be if applied to the Total Settlement Awards.

¹³ For ease of presentation, we have rounded 24.59% to 25% and simplified Tier 1 offsets for Tier 2 and 3 claimants to show the math on this chart for illustrative purposes. In an actual *Pro Rata* Adjustment, the adjustment used after total Tier 1 offsets for Tier 2 and 3 claimants and Administrative Expenses would be exact so the total award payout equals \$215 million.

¹⁴ Solely for the purposes of this example, we have reduced the Settlement Fund by \$5 million for Administrative Expenses per Section 2.2 of the Amended Settlement Agreement.

EXHIBIT B

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 is implementing institutional changes to protect students and prevent future 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 is implementing can be found on the Settlement website at www.USCTyndallSettlement.com. 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 or not you 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. 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 your 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 and receive a payment 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 (opt out), 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.

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

WHAT THIS CLASS NOTICE CONTAINS

BASIC INFORMATION.....	4
1. Why did I get this Notice?.....	4
2. What is this lawsuit about?	4
3. Why is this a class action?	4
4. Why is there a Settlement?.....	4
WHO IS IN THE SETTLEMENT?.....	5
5. How do I know if I am part of the Settlement?	5
6. What should I do if I am not sure if I am included in the Settlement	5
BENEFITS OF THE SETTLEMENT – WHAT YOU GET	5
7. What does the Settlement provide?.....	5
8. How much will my payment from the Settlement be?	7
HOW YOU GET A PAYMENT	10
9. How can I get payment(s) from the Settlement?.....	10
10. When will I get my payment(s) from the Settlement?	10
11. What am I giving up to get payment(s) and stay in the Settlement?	11
EXCLUDING YOURSELF FROM THE SETTLEMENT	11
12. How do I opt out of the Settlement?	11
13. If I don’t exclude myself, can I sue the Defendants for the same thing later?	12
14. If I exclude myself, can I get money from the Settlement?.....	12
THE LAWYERS REPRESENTING YOU	12
15. Do I have a lawyer in this case?	12
16. How will the lawyers be paid?.....	13
OBJECTING TO THE SETTLEMENT	13
17. How do I tell the Court that I don’t like the Settlement?	13
18. What’s the difference between objecting and opting out?	14
THE COURT’S FAIRNESS HEARING	14
19. When and where will the Court decide whether to approve the Settlement?.....	14
20. Do I have to come to the Fairness Hearing?	14
21. May I speak at the Fairness Hearing?	15
IF YOU DO NOTHING.....	15
22. What happens if I do nothing at all?	15
GETTING MORE INFORMATION	15
23. How do I get more information?.....	15

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. **DO NOT – UNDER ANY CIRCUMSTANCES – TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE TO INQUIRE ABOUT THE SETTLEMENT OR THE CLAIMS PROCESS.**

4. Why is there a Settlement?

The Court has not decided in favor of the 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.USCTyndallSettlement.com. If you saw Dr. Tyndall for any of the reasons in that list, you are a Class Member.

You have already been pre-identified (via USC’s records) as a Class Member, 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 Amended 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?

Monetary Benefits

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, three-member Panel 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.

Institutional Changes at USC

In addition to monetary benefits, the Settlement requires USC to implement sweeping institutional reforms designed by experts to ensure that the sort of abuse at issue in this case can never happen again. These changes include implementation of university-wide policies to protect USC students and prevent abuse and sexual violence on campus including policy and procedure changes at the USC Student Health Center. These policies include:

- Increased scrutiny and monitoring of health center employees, including pre-hiring background checks, credential verification, and annual education and performance reviews;
- Improved health center patient practices, including updated sensitive exam practices and allowing students to select a physician based on gender;
- New methods for collecting information about potential misconduct, including through the solicitation of patient feedback and implementation of plain-language notice for recognizing and reporting sexual harassment and gender-based violence;
- Development of new training programs for all USC students and staff designed to prevent sexual misconduct and sexual assault;
- Appointment of an Independent Women's Health Advocate. This independent (non-USC) individual, to be selected jointly by the parties and approved by the Court, will serve a three-year term. The Advocate will (a) receive complaints of improper sexual or racial conduct reported by any patient, student, and/or personnel at the Student Health Center; (b) confirm that all such complaints are investigated by either the USC's Office of Professionalism and Ethics and/or the Office of Equity and Diversity and/or Title IX Officer; and (c) ensure USC compliance with changes required by the Settlement and to report, as appropriate, any failures of this process to USC's Senior Vice President, Legal Affairs and Professionalism. If the Advocate believes the requirements and goals of the Settlement are not being sufficiently addressed by USC, she can raise those concerns to Class Counsel, the Panel, and ultimately, the Court, for resolution;
- Appointment of an Independent Consultant, selected and compensated by Class Counsel, and having expertise in university best practices related to prevention and response to sexual assault and misconduct, who will be put on the USC Task Force responsible for conducting a wide-ranging climate survey of USC students as well as existing USC policies and procedures for the disclosure, reporting, and response to sexual violence on campus, and make recommendations of changes to implement in light of the survey results. The report and recommendations of the Task Force will be released publicly to the USC community. If the Independent Consultant believes the requirements and goals of the Settlement are not being sufficiently addressed by USC, she can raise those concerns to Class Counsel, the Panel, and ultimately, the Court, for resolution.

More details about the changes the Settlement requires of USC and the status those changes is available on the Settlement website at www.USCTyndallSettlement.com.

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

How much you 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) Since you are a Class Member who was pre-identified through USC’s existing health center records, you have 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.

Tier 2 Claim Award: You 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 an impartial, three-member Panel. If you submit a Claim Form, you may be asked to answer additional questions 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 Panel 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 Panel. Any Tier 2 Claim Award includes your Tier 1 payment amount. This Tier 2 Claim Award is subject to *pro rata* adjustment up or down as detailed below. If the Panel determines you are not eligible for a Tier 2 Claim Award, you will still keep your Tier 1 payment(s) as a Settlement Class Member.

Tier 3 Claim Award: 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 specialist trained in communicating with survivors with sensitivity and compassion, about your experience and its impact on you. Whether you choose to submit a Tier 3 Claim has no effect on your Tier 1 payment(s); in other words, you will receive your Tier 1 payment(s) regardless.

Based on all information provided, the Panel will determine whether you are eligible for compensation and may award you a Tier 3 Claim Award between \$7,500 and \$250,000. Any Tier 3 Claim Award includes your Tier 1 payment. The Tier 3 Claim Award is subject to *pro rata* adjustment up or down as detailed below. If the Panel determines that you are not eligible for a Tier 3 Claim Award, you will still keep your initial Tier 1 payment(s) as a Settlement Class Member.

Pro Rata Adjustments. Under no circumstances will any of the \$215,000,000 Settlement Amount be returned to the Defendants. A *Pro Rata* Adjustment will be used to ensure all of the Settlement Amount (less Administrative Expenses) goes to Class Members.

After all Tier 2 and Tier 3 Claims have been received and reviewed by the Panel and Claim Award amounts allocated by the Panel, the *Pro Rata* Adjustment amount will be calculated by the Settlement Administrator by comparing the total sum of all Claim Awards with the total amount remaining in the Settlement Fund. (There will be less than \$215 million in the Fund because Administrative Expenses will have been paid out of the Fund prior to the *pro rata* calculation.)

If the sum of the Claim Awards *is less than* the amount remaining in the Settlement Fund, there will be a *Pro Rata* Increase applied to all Tier 1, Tier 2, and Tier 3 Claim Award amounts, which means those Claim Awards will all be increased by the same percentage. The percentage increase will be enough to make the sum of the Claim Awards equal the amount of money in the Settlement Fund, or to increase the Claim Award amounts by 50%, whichever comes first. Therefore, the maximum amount claimants could receive would be \$3,750 for Tier 1, \$30,000 for Tier 2, and \$375,000 for Tier 3.

If the sum of the Claim Awards *is more than* the amount remaining in the Settlement Fund, there will be a *Pro Rata* Reduction applied to all Tier 2 and Tier 3 Claim Award amounts, which means those Awards will all be decreased by the same percentage. (There will be no decrease of the Tier 1 Claim Awards.) The percentage decrease will be enough to make the sum of the Claim Awards equal the amount of money in the Settlement Fund, or to decrease the Claim Award amounts by 25%, whichever comes first. Therefore, the lowest possible amount a claimant could receive under the Settlement would be \$2,500 for Tier 1 (i.e., no reduction) and \$5,625 for Tier 2 and Tier 3 (i.e., 25% reduction of lowest possible Tier 2 or 3 Claim Award).

The illustration below is provided to demonstrate the calculation of the pro rata adjustment. For the purposes of the illustration, it is assumed that 15,000 Class Members will be eligible to receive the \$2,500 Tier 1 payment. Of those 15,000, it is assumed that 4,000 Class Members or approximately 25% will file either a Tier 2 or a Tier 3 claim; 3,000 of those will file Tier 2 claims and receive an average award of \$15,000 and 1,000 will file Tier 3 claims and receive an average award of \$125,000. These assumptions result in the following calculations:

Initial Calculation to Determine Total Aggregate Award Amount:

15,000 Tier 1 x \$2,500	\$37.5 million
3,000 Tier 2 x \$15,000	\$45 million
1,000 Tier 3 x \$125,000	\$125 million
Less Tier 1 Offset for 4,000 Tier 2 and 3 claimants who already received a \$2,500 Tier 1 payment	(\$10 million)
<u>Total Aggregate Award Amount:</u>	\$197.5 million

Calculation to Determine *Pro Rata* Adjustment Amount:

Settlement Fund ¹	\$210 million
Aggregate Award Amount	\$197.5 million
Percentage difference	6% Increase

Calculation to Apply *Pro Rata* Adjustment:

15,000 Tier 1 x (\$2,500 + 6% = \$2,650)	\$39.75 million
3,000 Tier 2 x (\$15,000 + 6% = \$ 15,900)	\$47.7 million
1,000 Tier 3 x (\$125,000 + 6% = \$ 132,500)	\$132.5 million
Less Tier 1 Offset for 4,000 Tier 2 and 3 claimants who already received a \$2,500 Tier 1 payment	(\$10 million)
<u>Total Aggregate Award Amount Plus 6% <i>Pro Rata</i> Increase:</u>	\$209.95 million

If fewer Class Members are eligible to receive the automatic Tier 1 payment, fewer Class Members file Tier 2 or 3 claims, and/or the average Tier 2 and 3 Claim Award amounts are smaller than what is assumed and estimated in the above example, the *Pro Rata* Increase to the Tier 1, 2 and 3 Claim Award amounts would be larger. Conversely, if more Class Members are eligible to receive the automatic Tier 1 payment, more Class Members file Tier 2 or 3 claims, and/or the average Tier 2 and 3 Claim Award amounts are larger than what is assumed and estimated in the above example, then the Tier 2 and 3 Claim Award amounts may receive a *Pro Rata* Reduction.

Liens. The amount of money you will receive also depends on any legally enforceable liens on the Claim Award. The amount paid to resolve any liens for Settlement Class Members will be paid out of such Settlement Class Member’s Claim Award.

¹ This represents the Settlement Fund as of the date of the *pro rata* calculation, by which point the Settlement Fund will have been reduced to pay for Administrative Expenses incurred up to that date per Sections 2.2, 2.34, and 2.35 of the Amended Settlement Agreement. Solely for the purposes of this example, we have reduced the Settlement Fund by \$5 million for Administrative Expenses.

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 and therefore you received this Notice that contains a Claimant ID Number on the upper left-hand corner. You will be sent your Tier 1 payment once the Court grants final approval of the Settlement and certifies the Settlement Class and any appeals are resolved in favor of the Settlement. 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.

Tier 2 and Tier 3 Payments

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.

All claims and submissions in the Settlement will be kept strictly confidential by the Settlement Administrator and Panel. 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.

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].

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

Once the Court grants final approval of the Settlement and certifies the Settlement Class and any appeals are resolved in favor of the Settlement, you will be sent your Tier 1 payment. If a *Pro Rata* Increase is applied, supplemental Tier 1 payments reflecting the *Pro Rata* Increase will go out after all Tier 2 and 3 claims are determined as indicated below.

Tier 2 and 3 Claim Award payments will not go out until all Tier 2 and Tier 3 claims have been received and reviewed by the Panel and Claim Award amounts allocated by the Panel, and the *Pro Rata* Adjustment amount calculated and applied by the Settlement Administrator.

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?

In exchange for receiving payment and benefits from the Settlement, you give up your right to sue the Defendants on your own for the claims described in the Amended Settlement Agreement. You will also be bound by any decisions by the Court relating to the Settlement. If you do not wish to give up your right to sue the Defendants, you must exclude yourself from (opt out of) 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 Amended Settlement Agreement. The Amended 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 Amended 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, and 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 opt 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

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

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:

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

Annika K. Martin
LIEFF CABRASER HEIMANN and
BERNSTEIN LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111
Phone: 415-956-1000
Email: akmartin@lchb.com

Daniel Girard
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.

If you are represented by a lawyer other than Class Counsel, you are responsible for paying that lawyer's attorney's fees and/or costs.

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) state whether the Settlement Class Member intends to personally appear and/or testify at the Final Approval hearing; (e) include the name and contact information of any and all attorneys representing, advising, or assisting the Settlement Class Member, including any counsel who may seek compensation for any reason related to the Settlement Class Member's objection or comment; (f) state whether any attorney will appear on the Settlement Class Member's behalf at the Final Approval hearing, and if so, the identity of that attorney; (g) 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 (h) be **filed or postmarked on or before Month Day, 2019** [XX days from Notice mailing].

18. What's the difference between objecting and opting out?

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 you want to participate in the Settlement, but that there is something about it you do not like. 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, and you will be bound by the Court's final judgment and the release of claims detailed in the Amended 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 Amended 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

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 is implementing institutional changes to protect students and prevent future 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 is implementing can be found on the Settlement website at www.USCTyndallSettlement.com. 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 or not you 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. 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 your 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 and receive a payment 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 (opt-out), 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

WHAT THIS CLASS NOTICE CONTAINS

BASIC INFORMATION.....4

1. Why did I get this Notice?.....4

2. What is this lawsuit about?4

3. Why is this a class action?4

4. Why is there a Settlement?.....4

WHO IS IN THE SETTLEMENT?.....5

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

6. What should I do if I am not sure if I am included in the Settlement5

BENEFITS OF THE SETTLEMENT – WHAT YOU GET5

7. What does the Settlement provide?.....5

8. How much will my payment from the Settlement be?6

HOW YOU GET A PAYMENT9

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

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

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

EXCLUDING YOURSELF FROM THE SETTLEMENT 11

12. How do I opt out of the Settlement? 11

13. If I don’t exclude myself, can I sue the Defendants for the same thing later? 12

14. If I exclude myself, can I get money from the Settlement?..... 12

THE LAWYERS REPRESENTING YOU 12

15. Do I have a lawyer in this case? 12

16. How will the lawyers be paid?..... 12

OBJECTING TO THE SETTLEMENT 13

17. How do I tell the Court that I don’t like the Settlement? 13

18. What’s the difference between objecting and opting out? 13

THE COURT’S FAIRNESS HEARING 14

19. When and where will the Court decide whether to approve the Settlement?..... 14

20. Do I have to come to the Fairness Hearing? 14

21. May I speak at the Fairness Hearing?..... 14

IF YOU DO NOTHING..... 14

22. What happens if I do nothing at all? 14

GETTING MORE INFORMATION 15

23. How do I get more information?..... 15

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. **DO NOT – UNDER ANY CIRCUMSTANCES – TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE TO INQUIRE ABOUT THE SETTLEMENT OR THE CLAIMS PROCESS.**

4. Why is there a Settlement?

The Court has not decided in favor of the 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.USCTyndallSettlement.com. If you saw Dr. Tyndall for any of the reasons in that list, you are a Class Member.

If you believe you are a Class Member 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 Amended 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?

Monetary Benefits

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, three-member Panel 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.

Institutional Changes at USC

In addition to monetary benefits, the Settlement requires USC to implement sweeping institutional reforms designed by experts to ensure that the sort of abuse at issue in this case can never happen again. These changes include implementation of university-wide policies to protect USC students and prevent abuse and sexual violence on campus including policy and procedure changes at the USC Student Health Center. These policies include:

- Increased scrutiny and monitoring of health center employees, including pre-hiring background checks, credential verification, and annual education and performance reviews;
- Improved health center patient practices, including updated sensitive exam practices and allowing students to select a physician based on gender;
- New methods for collecting information about potential misconduct, including through the solicitation of patient feedback and implementation of plain-language notice for recognizing and reporting sexual harassment and gender-based violence;
- Development of new training programs for all USC students and staff designed to prevent sexual misconduct and sexual assault;
- Appointment of an Independent Women’s Health Advocate. This independent (non-USC) individual, to be selected jointly by the parties and approved by the Court, will serve a three-year term. The Advocate will (a) receive complaints of improper sexual or racial conduct reported by any patient, student, and/or personnel at the Student Health Center; (b) confirm that all such complaints are investigated by either the USC’s Office of Professionalism and Ethics and/or the Office of Equity and Diversity and/or Title IX Officer; and (c) ensure USC compliance with changes required by the Settlement and to report, as appropriate, any failures of this process to USC’s Senior Vice President, Legal Affairs and Professionalism. If the Advocate believes the requirements and goals of the Settlement are not being sufficiently addressed by USC, she can raise those concerns to Class Counsel, the Panel, and ultimately, the Court, for resolution;
- Appointment of an Independent Consultant, selected and compensated by Class Counsel, and having expertise in university best practices related to prevention and response to sexual assault and misconduct, who will be put on the USC Task Force responsible for conducting a wide-ranging climate survey of USC students as well as existing USC policies and procedures for the disclosure, reporting, and response to sexual violence on campus, and make recommendations of changes to implement in light of the survey results. The report and recommendations of the Task Force will be released publicly to the USC community. If the Independent Consultant believes the requirements and goals of the Settlement are not being sufficiently addressed by USC, she can raise those concerns to Class Counsel, the Panel, and ultimately, the Court, for resolution.

More details about the changes the Settlement requires of USC and the status of those changes is available on the Settlement website at www.USCTyndallSettlement.com.

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

How much you 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 pre-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 an impartial three-member Panel. If you submit a Claim Form, you may be asked to answer additional questions 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 Panel 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 Panel. Any Tier 2 Claim Award includes your Tier 1 payment amount. This Tier 2 Claim Award is subject to *pro rata* adjustment up or down as detailed below. If the Panel determines you are not eligible for a Tier 2 Claim Award, you will still keep your Tier 1 payment(s) as a Settlement Class Member.

Tier 3 Claim Award: Each Settlement Class Member 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* Adjustment, 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 specialist trained in communicating with survivors with sensitivity and compassion, about your experience and its impact on you. Whether you choose to submit a Tier 3 Claim has no effect on your Tier 1 payment(s); in other words, you will receive your Tier 1 payment(s) regardless.

Based on all information provided, the Panel will determine whether you are eligible for compensation and may award you a Tier 3 Claim Award between \$7,500 and \$250,000. Any Tier 3 Claim Award includes your Tier 1 payment. The Tier 3 Claim Award is subject to *Pro Rata* Adjustment up or down as detailed below. If the Panel determines that you are not eligible for a Tier 3 Claim Award, you will still keep your initial Tier 1 payment(s) as a Settlement Class Member.

Pro Rata Adjustments. Under no circumstances will any of the \$215,000,000 Settlement Amount be returned to the Defendants. *Pro Rata* Adjustments will be used to ensure all of the Settlement Amount (less Administrative Expenses) goes to Class Members.

After all Tier 2 and Tier 3 Claims have been received and reviewed by the Panel and Claim Award amounts allocated by the Panel, the *Pro Rata* Adjustment amount will be calculated by the Settlement Administrator by comparing the total sum of all Claim Awards with the total amount remaining in the Settlement Fund. (There will be less than \$215 million in the Fund because Administrative Expenses will have been paid out of the Fund prior to the *pro rata* calculation.)

If the sum of the Claim Awards *is less than* the amount remaining in the Settlement Fund, there will be a *Pro Rata* Increase applied to all Tier 1, Tier 2, and Tier 3 Claim Award amounts, which means those Claim Awards will all be increased by the same percentage. The percentage increase will be enough to make the sum of the Claim Awards equal the amount of money in the Settlement Fund, or to increase the Claim Award amounts by 50%, whichever comes first. Therefore, the maximum amount claimants could receive would be \$3,750 for Tier 1, \$30,000 for Tier 2, and \$375,000 for Tier 3.

If the sum of the Claim Awards *is more than* the amount remaining in the Settlement Fund, there will be a *Pro Rata* Reduction applied to all Tier 2 and Tier 3 Claim Award amounts, which means those Claim Awards will all be decreased by the same percentage. (There will be no decrease of the Tier 1 Claim Awards.) The percentage decrease will be enough to make the sum of the Awards equal the amount of money in the Settlement Fund, or to decrease the Claim Award amounts by 25%, whichever comes first. Therefore, the lowest possible amount a claimant could receive under the Settlement would be \$2,500 for Tier 1 (i.e., no reduction) and \$5,625 for Tier 2 and Tier 3 (i.e., 25% reduction of lowest possible Tier 2 or 3 award).

The illustration below is provided to demonstrate the calculation of the pro rata adjustment. For the purposes of the illustration, it is assumed that 15,000 Class Members will be eligible to receive the \$2,500 Tier 1 payment. Of those 15,000, it is assumed that 4,000 Class Members or approximately 25% will file either a Tier 2 or a Tier 3 claim; 3,000 of those will file Tier 2 claims and receive an average award of \$15,000 and 1,000 will file Tier 3 claims and receive an average award of \$125,000. These assumptions result in the following calculations:

Initial Calculation to Determine Total Aggregate Award Amount:

15,000 Tier 1 x \$2,500	\$37.5 million
3,000 Tier 2 x \$15,000	\$45 million
1,000 Tier 3 x \$125,000	\$125 million
Less Tier 1 Offset for 4,000 Tier 2 and 3 claimants who already received a \$2,500 Tier 1 payment	(\$10 million)
<u>Total Aggregate Award Amount:</u>	\$197.5 million

Calculation to Determine *Pro Rata* Adjustment Amount:

Settlement Fund ¹	\$210 million
Aggregate Award Amount	\$197.5 million
Percentage Difference	6% Increase

Calculation to Apply *Pro Rata* Adjustment:

15,000 Tier 1 x (\$2,500 + 6% = \$2,650)	\$39.75 million
3,000 Tier 2 x (\$15,000 + 6% = \$ 15,900)	\$47.7 million
1,000 Tier 3 x (\$125,000 + 6% = \$ 132,500)	\$132.5 million
Less Tier 1 Offset for 4,000 Tier 2 and 3 claimants who already received a \$2,500 Tier 1 payment	(\$10 million)
<u>Total Aggregate Award Amount Plus 6% <i>Pro Rata</i> Increase:</u>	\$209.95 million

If fewer Class Members are eligible to receive the automatic Tier 1 payment, fewer Class Members file Tier 2 or 3 claims, and/or the average Tier 2 and 3 Claim Award amounts are smaller than what is assumed and estimated in the above example, the *Pro Rata* Increase to the Tier 1, 2 and 3 Claim Award amounts would be larger. Conversely, if more Class Members are eligible to receive the automatic Tier 1 payment, more Class Members file Tier 2 or 3 claims, and/or the average Tier 2 and 3 Claim Award amounts are larger than what is assumed and estimated in the above example, then the Tier 2 and 3 Claim Award amounts may receive a *Pro Rata* Reduction.

Liens. The amount of money you will receive also depends on any legally enforceable liens on the Claim Award. The amount paid to resolve any liens for Settlement Class Members will be paid out of such Settlement Class Member’s Claim Award.

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

¹ This represents the Settlement Fund as of the date of the *pro rata* calculation, by which point the Settlement Fund will have been reduced to pay for Administrative Expenses incurred up to that date per Sections 2.2, 2.34, and 2.35 of the Amended Settlement Agreement. Solely for the purposes of this example, we have reduced the Settlement Fund by \$5 million for Administrative Expenses.

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

Tier 2 and Tier 3 Payments

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.

All claims and submissions in the Settlement will be kept strictly confidential by the Settlement Administrator and Panel. 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.

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].

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

Once the Court grants final approval of the Settlement and certifies the Settlement Class and any appeals are resolved in favor of the Settlement, you will be sent your Tier 1 payment if you have demonstrated your eligibility as a Class Member. If a *Pro Rata* Increase is applied, supplemental Tier 1 payments reflecting the *Pro Rata* Increase will go out after all Tier 2 and 3 claims are determined as indicated below.

Tier 2 and 3 Claim Award payments will not go out until all Tier 2 and Tier 3 Claims have been received and reviewed by the Panel and Claim Award amounts allocated by the Panel, and the *Pro Rata* Adjustment amount calculated and applied by the Settlement Administrator.

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?

In exchange for receiving payment and benefits from the Settlement, you will give up your right to sue the Defendants on your own for the claims described in the Amended Settlement Agreement. You will also be bound by any decisions by the Court relating to the Settlement. If you do not wish to give up your right to sue the Defendants, you must exclude yourself from (opt out of) 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 Amended Settlement Agreement. The Amended 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 Amended 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 and 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 opt 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:

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

Annika K. Martin
LIEFF CABRASER HEIMANN and
BERNSTEIN LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111
Phone: 415-956-1000
Email: akmartin@lchb.com

Daniel Girard
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.

If you are represented by a lawyer other than Class Counsel, you are responsible for paying that lawyer’s attorney’s fees and/or costs.

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) state whether the Settlement Class Member intends to personally appear and/or testify at the Final Approval hearing; (e) include the name and contact information of any and all attorneys representing, advising, or assisting the Settlement Class Member, including any counsel who may seek compensation for any reason related to the Settlement Class Member’s objection or comment; (f) state whether any attorney will appear on the Settlement Class Member’s behalf at the Final Approval hearing, and if so, the identity of that attorney; (g) 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 (h) be **filed or postmarked on or before Month Day, 2019** [XX days from Notice mailing].

18. What’s the difference between objecting and opting out?

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 you want to participate in the Settlement, but that there is something about it you do not like. 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 not receive any payment from the Settlement and, if you are a Class Member, 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 Amended 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 Amended Settlement Agreement. You can get copies of the Amended 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 D

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.USCTyndallSettlement.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. You 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 three impartial individuals called the "Panel". 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 Amended Settlement Agreement and detailed Settlement Notice available on the Settlement Website at www.USCTyndallSettlement.com. In addition to monetary benefits, the Settlement requires USC to implement sweeping institutional reforms designed by experts to ensure that the sort of abuse at issue in this case can never happen again. These changes include implementation of university-wide policies to protect USC students and prevent abuse and sexual violence on campus including policy and procedure changes at the USC Student Health Center. Additional information and Claim Forms are available on the Settlement Website at www.USCTyndallSettlement.com. **The deadline to submit a Claim Form is [Month Day, 2019].**

What are the other options for Settlement Class Members? #3852
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 www.USCTyndallSettlement.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.USCTyndallSettlement.com.

How to get more information? 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 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.

EXHIBIT E

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.

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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.USCTyndallSettlement.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 three impartial individuals called the "Panel". 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 Amended Settlement Agreement and detailed Settlement Notice available on the Settlement Website at www.USCTyndallSettlement.com. In addition to monetary benefits, the Settlement requires USC to implement sweeping institutional reforms designed by experts to ensure that the sort of abuse at issue in this case can never happen again. These changes include implementation of university-wide policies to protect USC students and prevent abuse and sexual violence on campus including policy and procedure changes at the USC Student Health Center. Additional information and Claim Forms are available on the Settlement Website at www.USCTyndallSettlement.com. **The deadline to submit a Claim Form is [Month Day, 2019].**

What are the other options for Settlement Class Members? #3855
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 www.USCTyndallSettlement.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.USCTyndallSettlement.com.

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