

EXHIBIT A

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement” or “Agreement”) is entered into by and between Noreen Pfeiffer, Jose Contreras, Susan Wright, Annabelle Gonzales, Donna Horowitz, Kelly Lancaster and Debra Palmer, individually and on behalf of Participating Settlement Class Members (as defined in Paragraph 31) (together “Plaintiffs”), and (2) RadNet, Inc., (“Defendant” or “RadNet”) (collectively the “Parties”), in the action *Noreen Pfeiffer et al. v. RadNet, Inc.*, Case No. 2:20-cv-09553-RGK-SK, pending in the U.S. District Court for the Central District of California.

RECITALS

WHEREAS, between October 19, 2020 and November 11, 2020, three proposed class action lawsuits were filed against RadNet in the U.S. District Court for the Central District of California relating to a security incident that occurred on or about July 18, 2020, and which RadNet provided individual notice of on or about September 21, 2020, potentially affecting certain personal information of current and former RadNet employees and, possibly also some employment applicants (the “Security Incident”).

WHEREAS, on December 16, 2020 the Court entered an order consolidating the three related actions before the Honorable R. Gary Klausner, United States District Judge, and directing Plaintiffs to file a consolidated complaint on or before January 8, 2021. (Doc. 14). On January 8, 2021, Plaintiffs filed a Consolidated Class Action Complaint. (Doc. 19). RadNet filed a Motion to Dismiss (Doc. 26) and Motion to Compel Arbitration (Doc. 31). Plaintiffs filed a First Amended Consolidated Class Action Complaint on February 28, 2021 (Doc. 34). RadNet again filed a Motion to Dismiss (Doc. 36) and Motion to Compel Arbitration (Doc. 37) on March 15, 2021. Plaintiffs filed a Motion for Class Certification on March 19, 2021 (Doc. 41).

WHEREAS, RadNet denies: (a) the allegations and all liability with respect to any and all facts and claims alleged in the Action; (b) that the class representatives in the Action and the class they purport to represent have suffered any damage or are entitled to any relief at all; and (c) that the Action satisfies the requirements to be tried as a class action under Federal Rule of Civil Procedure 23.

WHEREAS, on March 17, 2021, the Court entered an order appointing interim class counsel. (Doc. 40).

WHEREAS, the Parties engaged in discovery, including formal discovery and early-stage informal discovery, and agreed to engage Bennett G. Picker of Stradley Ronon Stevens & Young, LLP, as a mediator to oversee settlement negotiations in this Action. In advance of formal mediation, RadNet provided certain discovery. The Parties also prepared detailed mediation briefs with their respective positions on the merits of the claims and class certification.

WHEREAS, the Parties participated in good faith, arm’s length settlement negotiations during a day-long mediation with Mr. Picker, via videoconference on April 21, 2021, through

which the basic terms of the settlement were negotiated. In light of the proposed settlement, the Parties withdrew their pending motions on April 23, 2021 (Doc. Nos. 50 and 51).

NOW, THEREFORE, in exchange for the mutual promises and valuable consideration provided for in this Agreement, and without any admission or concession by either Party, the Parties agree to a full, complete, and final settlement and resolution of the Action, subject to Court approval, on the following terms and conditions:

I. DEFINITIONS

In addition to terms defined at various points within this Agreement, the following defined terms shall have the meanings set forth below:

1. “Action” means the consolidated putative class action lawsuit captioned *Noreen Pfeiffer et al. v. RadNet, Inc.*, Case No. 2:20-cv-09553 RGK-SK, pending before the Honorable R. Gary Klausner in the U.S. District Court for the Central District of California.

2. “Approved Claim” means the timely submitted Claim Form by a Participating Settlement Member that has been approved by the Settlement Administrator.

3. “Attested Time” means time spent remedying issues related to the Security Incident, as provided in Section III of this Agreement.

4. “RadNet’s Counsel” means Sunita Bali and Alisha C. Burgin of the law firm Perkins Coie LLP.

5. “CCPA Payment” means any claim for a direct payment of \$75.00 pursuant to the California Consumer Privacy Act, § 1798.150 (“CCPA”).

6. “Claim Form” or “Claim” means the form(s) Participating Settlement Class Members must submit to be eligible for reimbursement of Out-of-Pocket Losses, Attested Time, Credit Monitoring Services or Alternative Cash Payments, or CCPA Payment under the terms of this Agreement.

7. “Claims Deadline” means the last day to submit a timely Claim Form(s), which will occur ninety (90) days after the Notice Deadline.

8. “Claims Period” means the period of time during which Settlement Class Members may submit Claim Forms to receive benefits under the terms of this Agreement, which will end on the Claims Deadline.

9. “Class Counsel” means Gayle M. Blatt of Casey Gerry Schenk Francavilla Blatt & Penfield, LLP, John A. Yanchunis and Ryan J. McGee of Morgan & Morgan, M. Anderson Berry of Clayco C. Arnold Professional Corporation, and William B. Federman of Federman & Sherwood.

10. “Settlement Class Representatives” means Noreen Pfeiffer, Jose Contreras, Susan Wright, Annabelle Gonzales, Donna Horowitz, Kelly Lancaster and Debra Palmer.

11. “Court” means the Honorable R. Gary Klausner, United States District Court Judge, Central District of California, or such other judge to whom the Action may hereafter be assigned.

12. “Credit Monitoring Services” means services provided by Identity Guard to Participating Settlement Class Members under the Settlement. The Identity Guard Total Service powered by IBM Watson includes: (a) three-bureau credit monitoring with Equifax, Experian, and TransUnion that includes credit monitoring for certain changes such as an address change, new accounts, inquiries, accounts in collection, bankruptcy filings, new public records, and public record changes that could indicate identity theft; (b) dark web monitoring that alerts members when their registered personal information such as Social Security Number, credit card numbers, financial account numbers, health insurance numbers, passport numbers, or email addresses are found on the dark web; (c) bank account monitoring that alerts members when new bank accounts are opened in their name, personal information is changed on an existing account, or a new account holder is added to their account; (d) high risk transaction monitoring that alerts members when their identity is used for non-credit transactions such as payday loans, wire transfer, and account openings; and (e) safe browsing tools that provide an add-on for Safari, Chrome, and Firefox web browsers that deliver proactive malware protection by blocking various malware delivery channels including phishing, malvertisements, Flash, and also blocks content and tracking cookies to help protect personal information. The Total Service plan also provides up to \$1 million in identity theft insurance, among other features.

13. “Security Incident” means the security incident that occurred on or about July 18, 2020, and that RadNet provided individual notice of on or about September 21, 2020.

14. “Effective Date” means one business day following the latest of: (i) the date upon which the time expires for filing or noticing any appeal of the Final Approval Order and Judgment or one (1) business day following entry of the Final Approval Order and Judgment if no parties have standing to appeal; or (ii) if any appeal, petition, request for rehearing, or other review has been filed, the Final Approval Order and Judgment is affirmed without material change or the appeal is dismissed or otherwise disposed of, no other appeal, petition, rehearing, or other review is pending, and the time for further appeals, petitions, requests for rehearing, or other review has expired.

15. “Fee Application” means any motion for an award of attorneys’ fees, Litigation Costs and Expenses, and Service Award Payments to be paid from the Settlement Fund, as set forth in Paragraphs 92 and 94.

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

17. “Final Approval Order and Judgment” means an order and judgment that the Court enters after the Final Approval Hearing, which finally approves the Settlement Agreement, certifies the Settlement Class, dismisses the Action with prejudice, otherwise satisfies the

settlement-related provisions of Federal Rule of Civil Procedure 23, and is consistent with all material provisions of this Settlement Agreement. Class Counsel and RadNet's Counsel will work together on a proposed Final Approval Order and Judgment, which RadNet must approve before filing.

18. "Final Approval Hearing" means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement pursuant to Federal Rule of Civil Procedure 23 and whether to issue the Final Approval Order and Judgment.

19. "Identity Restoration Services" means identity restoration services provided by Identity Guard to all Participating Settlement Class Members under the Settlement. These services, through Identity Guard's Total Service Plan, provide for professional fraud resolution services and U.S.-based case managers to assist Participating Settlement Class Members who experience identity theft or fraud, and to monitor the member's account for a minimum of 90 days after any potentially fraudulent activity.

20. "Identity Theft Insurance" means the \$1,000,000 identity theft insurance (\$0 deductible) for certain eligible losses and fraud related expenses.

21. "Litigation Costs and Expenses" means costs and expenses incurred by counsel for Plaintiffs in connection with commencing, prosecuting, and settling the Action.

22. "Net Settlement Fund" means the amount of funds that remain in the Settlement Fund after funds are paid from or allocated for payment from the Settlement Fund for the following: (1) reimbursement for Out-of-Pocket Losses and Attested Time; (2) Identity Restoration Services; (3) Credit Monitoring Services including Identity Theft Insurance; (4) payments for California Subclass Members (CCPA Payments); (5) Alternative Cash Payments, (6) Service Award Payments approved by the Court; (7) attorneys' Fee Award and Costs as awarded by the Court; and (8) Notice and Administration Expenses.

23. "Non-Profit Residual Recipient" means a non-profit organization approved by the Court following distribution of Settlement payments for Approved Claims.

24. "Notice" means notice of the proposed class action Settlement to be provided to Settlement Class Members pursuant to the Preliminary Approval Order, substantially in the form attached hereto as Exhibit 1.

25. "Notice Deadline" means the last day by which Notice must issue to the Settlement Class Members and will occur forty-two (42) days after entry of the Preliminary Approval Order.

26. "Notice and Administration Expenses" means all of the expenses incurred in the administration of this Settlement, including, without limitation, all expenses or costs associated with serving notice in accordance with the Class Action Fairness Act, providing Notice to the Settlement Class, locating Settlement Class Members, processing claims, determining the eligibility of any person to be a Settlement Class Member, and administering, calculating and distributing the Settlement Fund to Settlement Class Members. Notice and Administration

Expenses also includes all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

27. “Objection Deadline” is the last day on which a Settlement Class Member may file an objection to the Settlement or Fee Application, which will be fifty (50) days after the Notice Deadline.

28. “Opt-Out Deadline” is the last day on which a Settlement Class Member may file a request to be excluded from the Settlement Class, which will be fifty (50) days after the Notice Deadline.

29. “Out-of-Pocket Losses” means documented out-of-pocket costs or expenditures that a Settlement Class Member actually incurred that are fairly traceable to the Security Incident, and that have not already been reimbursed by a third party. Out-of-Pocket Losses may include, without limitation, unreimbursed costs associated with fraud or identity theft, including attorneys’ fees, accountants’ fees, and fees for credit repair services, and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges, as well as costs for credit monitoring or other mitigative services that were incurred on or after July 18, 2020, but before the Notice Deadline.

30. “Participating Settlement California Subclass Member” means a Settlement California Subclass Member who was a resident of the state of California on July 18, 2020, and who does not submit a valid Request for Exclusion prior to the Opt-Out Deadline. For the avoidance of any confusion, Participating Settlement California Subclass Members will be subject to all requirements of Participating Settlement Class Members, but are also eligible for CCPA Payments, as defined in Paragraph 5 and outlined in more detail in Section IX.

31. “Participating Settlement Class Member” means a Settlement Class Member who does not submit a valid Request for Exclusion prior to the Opt-Out Deadline.

32. “Preliminary Approval Order” means an order directing issuance of Notice to Settlement Class Members, determining that the Court will likely be able to approve the Settlement under Federal Rule of Civil Procedure 23(e)(2), and determining that the Court will likely be able to certify the Settlement Class for purposes of judgment that is consistent with all material provisions of this Settlement Agreement. Class Counsel and RadNet’s Counsel will work together on a proposed Preliminary Approval Order, which RadNet must approve before filing.

33. “Released Claims” means any and all claims or causes of action of every kind and description, including any causes of action in law, claims in equity, complaints, suits or petitions, and any allegations of wrongdoing, demands for legal, equitable or administrative relief (including, but not limited to, any claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, compensatory damages, consequential damages, penalties, exemplary damages, punitive damages, attorneys’ fees, costs, interest or expenses) that the Settlement Class Representatives and Settlement Class Members had, have, or may claim now or in the future to have (including, but not limited to, assigned claims and any and all “Unknown Claims” as defined below) that were or could have been asserted or alleged arising out of the

Security Incident, or otherwise arising out of the same nucleus of operative facts as any of the claims alleged or asserted in the Action, including but not limited to the facts, transactions, occurrences, events, acts, omissions, or failures to act that were alleged, argued, raised or asserted in any pleading or court filing in the Action, including those concerning: (1) the alleged disclosure of the Settlement Class Members' personal information in the Security Incident; (2) RadNet's maintenance of Settlement Class Members' personal information as it relates to the Security Incident; (3) RadNet's information security policies and practices as it relates to the Security Incident; or (4) RadNet's provision of notice to Settlement Class Members following the Security Incident.

34. "Request for Exclusion" is the written communication by or on behalf of a Settlement Class Member in which he or she requests to be excluded from the Settlement Class in the form and manner provided for in the Notice.

35. "Service Award Payment" means compensation awarded by the Court and paid to the Settlement Class Representatives in recognition of their role in this litigation.

36. "Settlement" means the settlement of the Action by and between the Parties, and the terms thereof as stated in this Settlement Agreement.

37. "Settlement Administrator" means American Legal Claims Services LLC. Class Counsel and RadNet's Counsel may, by agreement, substitute a different Settlement Administrator, subject to Court approval.

38. "Settlement Class" means the approximately 22,989 individuals identified on the Settlement Class List, including all individuals residing in the United States who were identified for notification by RadNet that their personal information was or may have been compromised in the Security Incident. Excluded from the Settlement Class are: (1) the judge(s) presiding over this Action, and members of any such judge's direct family; (2) the Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest and their current or former officers, directors, and employees; (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

39. "Settlement Class List" means the list generated by RadNet containing the full names and current or last known addresses, for all persons who fall under the definition of the Settlement Class, which RadNet shall provide to the Settlement Administrator within twenty-one (21) days of the Preliminary Approval Order.

40. "Settlement Class Member" means an individual who falls within the definition of the Settlement Class.

41. "Settlement Fund" means two million six hundred thousand dollars (\$2,600,000) to be paid by RadNet or its designee as specified in Paragraphs 45-50, including any interest accrued thereon after payment. This payment is the limit and extent of RadNet's monetary obligations with respect to the Settlement.

42. “Settlement Payment” or “Settlement Check” mean the payment to be made via mailed check and/or electronic payment to a Participating Settlement Class Member pursuant to Paragraphs 51-53, 56, 60.

43. “Settlement Website” means the website that the Settlement Administrator will establish as soon as practicable following entry of the Preliminary Approval Order, but prior to the mailing of the Notice, as a means for Settlement Class Members to obtain notice of and information about the Settlement and relevant case documents and deadlines. The Settlement Website shall contain relevant documents, including, but not limited to, the Notice, this Agreement, Plaintiffs’ motion for preliminary approval of the Settlement, the Preliminary Approval Order, Plaintiffs’ Counsel’s Fee Application, and the operative complaint in the Action. The Settlement Website shall also include a toll-free telephone number, e-mail address, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. The Settlement Website shall not include any advertising and shall remain operational until at least sixty (60) days after all Settlement Payments have been distributed.

44. “Taxes and Tax-Related Expenses” means any and all applicable taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest or penalties) arising in any jurisdiction, if any, with respect to the income or gains earned by or in respect of the Settlement Fund, including, without limitation, any taxes that may be imposed upon RadNet or its designee with respect to any income or gains earned by or in respect of the Settlement Fund for any period while it is held in the Settlement Fund.

II. SETTLEMENT FUND

45. **Establishment of Settlement Fund.** Within forty-five (45) days of the Preliminary Approval Order, RadNet or its designee (“Payor”) shall deposit the sum of \$2,600,000 into an account established and administered by the Settlement Administrator at a financial institution agreed upon by the Settlement Administrator and RadNet.

46. **Non-Reversionary.** The Settlement Fund is non-reversionary. As of the Effective Date, all rights of RadNet in or to the Settlement Fund shall be extinguished, except in the event this Settlement Agreement is terminated, as described in Paragraph 86.

47. **Qualified Settlement Fund.** The Parties agree that the Settlement Fund is intended to be maintained as a qualified settlement fund within the meaning of Treasury Regulation § 1.468 B-1, and that the Settlement Administrator, within the meaning of Treasury Regulation § 1.468 B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect of the Settlement Fund and paying from the Settlement Fund any Taxes and Tax-Related Expenses owed with respect to the Settlement Fund. The Parties agree that the Settlement Fund shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Settlement Fund as a qualified settlement fund from the earliest date possible. Any and all funds held in the Settlement Fund shall be held in an interest-bearing account insured by the Federal Deposit Insurance Corporation. Funds may be placed in a non-interest bearing account as may be reasonably necessary during the check clearing process. The Settlement Administrator shall provide an accounting of any and all funds in the Settlement Fund, including

any interest accrued thereon and payments made pursuant to this Agreement, upon request of any of the Parties.

48. **Custody of Settlement Fund.** The Settlement Fund shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Settlement Agreement or the balance returned to those who paid the Settlement Fund in the event this Settlement Agreement is terminated in accordance with Paragraphs 85-86.

49. **Use of the Settlement Fund.** As further described in this Agreement, the Settlement Fund shall be used by the Settlement Administrator to pay for the following: (1) reimbursement for Out-of-Pocket Losses and Attested Time; (2) Identity Restoration Services; (3) Credit Monitoring Services including Identity Theft Insurance; (4) payments for California Subclass Members (CCPA Payments); (5) Alternative Cash Payments; (6) Service Award Payments approved by the Court; (7) attorneys' Fee Award and Costs as awarded by the Court; and (8) Notice and Administration Expenses. No amounts may be withdrawn from the Settlement Fund unless expressly authorized by this Agreement or approved by the Court.

50. **Taxes and Representations.** Taxes and Tax-Related Expenses relating to the Settlement Fund shall be considered Notice and Administration Expenses and shall be timely paid by the Settlement Administrator out of the Settlement Fund without prior order of the Court. Further, the Settlement Fund shall indemnify and hold harmless Payor, the Parties, and their counsel for Taxes and Tax-Related Expenses (including, without limitation, taxes payable by reason of any such indemnification payments). Payor, the Parties and their respective counsel have made no representation or warranty with respect to the tax treatment by any Settlement Class Representative or any Settlement Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund. Each Class Representative and Participating Settlement Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her or it of the receipt of funds from the Settlement Fund pursuant to this Agreement.

III. REIMBURSEMENT FOR OUT-OF-POCKET LOSSES AND ATTESTED TIME

51. **Reimbursement for Out-of-Pocket Losses.** All Settlement Class Members may submit a claim for up to \$15,000.00 for reimbursement of Out-of-Pocket Losses. To receive reimbursement for Out-of-Pocket Losses, Settlement Class Members must submit a valid Claim Form that includes the following: (i) third party documentation supporting the loss; and (ii) a brief description of the documentation describing the nature of the loss, if the nature of the loss is not apparent from the documentation alone. Third-party documentation can include receipts or other documentation not "self-prepared" by the Settlement Class Member that documents the costs incurred. Self-prepared documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation.

52. **Assessing Claims for Out-of-Pocket Losses.** The Settlement Administrator shall verify that each person who submits a Claim Form is a Settlement Class Member. The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent

documentation for Out-of-Pocket Losses reflects valid Out-of-Pocket Losses actually incurred that are fairly traceable to the Security Incident but may consult with Class Counsel in making individual determinations. In assessing what qualifies as “fairly traceable,” the Settlement Administrator will consider (i) whether the timing of the loss occurred on or after July 18, 2020; and (ii) whether the Personal Information used to commit identity theft or fraud consisted of the type of Personal Information identified in RadNet’s notices of the Security Incident. Costs expended for mitigation measures like credit monitoring services, fraud resolution services, and professional services incurred to address identity theft or fraud on or after July 18, 2020 shall be presumed “reasonably incurred.” The Settlement Administrator is authorized to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.

53. **Reimbursement for Attested Time.** All Settlement Class Members may submit a claim for reimbursement of Attested Time up to five (5) hours at twenty-five dollars (\$25.00) per hour by submitting a valid Claim Form. Settlement Class Members can receive reimbursement of up to \$125.00 for Attested Time with a brief description of the actions taken in response to the Security Incident and the time associated with each action. A claim for Attested Time may be combined with reimbursement for Out-of-Pocket Losses but in no circumstance will a Settlement Class Member be eligible to receive more than the \$15,000.00 individual cap.

54. **Assessing Claims for Attested Time.** The Settlement Administrator shall have the sole discretion and authority to determine whether the prerequisites have been met in order to award payments of Attested Time but may consult with Class Counsel in making individual determinations. The Settlement Administrator is authorized to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.

55. **Disputes.** To the extent the Settlement Administrator determines a claim for Out-of-Pocket Losses or Attested Time is deficient in whole or part, within a reasonable time of making such a determination, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies and give the Settlement Class Member twenty-one (21) days to cure the deficiencies. Such notifications shall be sent via e-mail, unless the claimant did not provide an e-mail address, in which case such notifications shall be sent via U.S. mail. If the Settlement Class Member attempts to cure the deficiencies but, at the sole discretion and authority of the Settlement Administrator, fails to do so, the Settlement Administrator shall notify the Settlement Class Member of that determination within ten (10) days of the determination. The Settlement Administrator may consult with Class Counsel in making such determinations.

IV. CALIFORNIA CONSUMER PRIVACY ACT PAYMENTS

56. **CCPA Payments to California Subclass Members.** All Participating Settlement California Subclass Members are eligible to receive a direct payment of \$75.00 per member if this amount is greater than the Reimbursement for Out of-Pocket Losses. California residents may receive either this payment or the Reimbursement for Out-of-Pocket Losses, but not both. These requests must be submitted in a valid Claim Form substantially similar to attached Exhibit 2, that includes the following: (i) the Claimant’s name and current address; and (b) a statement signed

under penalty of perjury attesting that the Claimant was a resident of the state of California at the time of the Security Incident.

57. **Disputes.** To the extent the Settlement Administrator determines a claim for a CCPA Payment is deficient in whole or part, within a reasonable time of making such a determination, the Settlement Administrator shall notify the Settlement California Subclass Member of the deficiencies and give the Settlement California Subclass Member twenty-one (21) days to cure the deficiencies. Such notifications shall be sent via e-mail, unless the claimant did not provide an e-mail address, in which case such notification shall be sent via U.S. mail. If the Settlement California Subclass Member attempts to cure the deficiencies, but at the sole discretion and authority of the Settlement Administrator, fails to do so, the Settlement Administrator shall notify the Settlement California Subclass Member of that determination within ten (10) days of the determination. The Settlement Administrator may consult with Class Counsel in making such determinations.

V. CREDIT MONITORING, IDENTITY RESTORATION, AND ALTERNATIVE CASH PAYMENTS

58. **Credit Monitoring and Related Services.** All Participating Settlement Class Members are eligible to enroll in five (5) years of Credit Monitoring Services provided by Identity Guard, regardless of whether the Settlement Class Member submits a claim for reimbursement of Out-of-Pocket Losses, Attested Time, or a CCPA Payment. There will be a 90-day enrollment period for the Credit Monitoring Services. Identity Guard shall send an activation code to each Participating Settlement Class Member who is eligible for Crediting Monitoring Services within thirty (30) days of the Effective Date which can be used to activate Credit Monitoring Services via an enrollment website maintained by Identity Guard. Such enrollment codes shall be sent via e-mail, unless the claimant did not provide an e-mail address, in which case such codes shall be sent via U.S. mail. Credit Monitoring Services claimants may activate Credit Monitoring Services for a period of 90 days from the date the Settlement Administrator sends the activation code. Identity Guard shall provide Credit Monitoring Services to all valid claimants who timely activate those services for a period of five (5) years from the date of activation. Further, Identity Guard will provide \$1,000,000 Identity Theft Insurance (with \$0 deductible) for certain eligible losses and fraud related expenses, dark web and bank account monitoring, alerts and restoration services and a safe browsing tool.

59. A Participating Settlement Class Member cannot select both Credit Monitoring Services and an Alternative Cash Payment (Paragraph 60) under the Settlement.

60. **Alternative Cash Payments.** In lieu of Credit Monitoring Services, Participating Settlement Class Members may elect to receive a cash payment of \$125.00 from the Settlement Fund (“Alternative Cash Payments”). If a Participating Settlement Class Member attempts to claim both Credit Monitoring Services and Alternative Cash Payment under the Settlement, the Settlement Administrator is authorized to contact the Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding which benefit he or she would like to select.

61. **Identity Restoration Services.** All Participating Settlement Class Members are automatically eligible to access Identity Restoration Services offered through Identity Guard’s

Total Service Plan for a period of five (5) years from the Effective Date, regardless of whether they submit a claim under the Settlement. Any Participating Settlement Class Member who chose not to enroll in Identity Guard's Total Service Plan, but who later has an identity event within the 5-year term, will be able to call Identity Guard and Identity Guard will enroll that person in the Total Service Plan for the remainder of the 5-year term, then assist that Participating Class Member in resolving the identity event issue. In order for Identity Guard to provide this service, available contact information for the Participating Class Members will be provided to Identity Guard, and it will input that data into its customer care database.

VI. PAYMENTS TO PARTICIPATING SETTLEMENT CLASS MEMBERS

62. **Payment Timing.** Payments for Approved Claims for reimbursement for Out-of-Pocket Losses, Attested Time, CCPA Payments and/or Alternative Cash Payments shall be issued in the form of an electronic payment or a check mailed as soon as practicable after the allocation and distribution of funds are determined by the Settlement Administrator following the Effective Date.

63. **Timing.** Settlement Checks shall bear in the legend that they expire if not negotiated within ninety (90) days of their date of issue. If a Settlement Check is not cashed within sixty (60) days after the date of issue, the Settlement Administrator is authorized to send an e-mail and/or place a telephone call to that Participating Settlement Class Member reminding him/her of the deadline to cash such check and take additional steps outlined in Paragraph 65 as appropriate.

64. **Returned Checks.** For any Settlement Check returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make reasonable efforts to locate a valid address and resend the Settlement Payment within thirty (30) days after the check is returned to the Settlement Administrator as undeliverable. In attempting to locate a valid address, the Settlement Administrator is authorized to send an e-mail and/or place a telephone call to that Participating Settlement Class Member to obtain updated address information. Any replacement Settlement Checks issued to Participating Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Participating Settlement Class Members within that time.

65. **Uncashed Checks.** To the extent that a Settlement Check is not cashed within ninety (90) days after the date of issue, the Settlement Administrator shall undertake the following actions: (1) attempt to contact the Participating Settlement Class Member by e-mail and/or telephone to discuss how to obtain a reissued check; (2) if those efforts are unsuccessful, make reasonable efforts to locate an updated address for the Participating Settlement Class Member using advanced address searches or other reasonable methods; and (3) reissuing a check or mailing the Participating Settlement Class Member a postcard (either to an updated address if located or the original address if not) providing information regarding how to obtain a reissued check. Any reissued Settlement Checks issued to Participating Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Participating Settlement Class Members within that time.

66. **Unclaimed Property.** No portion of the Settlement Fund shall revert or be repaid to Payor or Defendant after the Effective Date, except in the event this Settlement Agreement is terminated, as described in Paragraph 86. To the extent any monies remain in the Net Settlement Fund more than 150 days after the distribution of Settlement payments to the Participating Settlement Class Members, or 30 days after all reissued Settlement Checks are no longer negotiable, whichever occurs later or as otherwise agreed to by the Parties, any remaining monies shall be distributed to the Non-Profit Residual Recipient.

67. **Deceased Class Members.** If the Settlement Administrator is notified that a Participating Settlement Class Member is deceased, the Settlement Administrator is authorized to reissue the Settlement Check to the Participating Settlement Class Member's estate upon receiving proof the Participating Settlement Class Member is deceased and after consultation with Class Counsel.

VII. CLAIMS, CAPS, AND DISTRIBUTION OF SETTLEMENT FUNDS

68. **Submission of Electronic and Hard Copy Claims.** Participating Settlement Class Members may submit Claim Forms to the Settlement Administrator electronically via a claims website or physically by mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked during the Claims Period and on or before the Claims Deadline. RadNet shall not be entitled to access information regarding which Settlement Class Members submitted a Claim Form or otherwise participated in the Settlement; however, if anyone threatens or initiates litigation against any of the Released Parties related to the Released Claims, the Released Parties shall be entitled to request and receive the Claim Form and any other documents that such person may have submitted to the Settlement Administrator.

69. **Individual Caps.** Participating Settlement Class Members are subject to an individual aggregate cap of \$15,000.00 for payments made under the Settlement. Participating Settlement Class Members may submit claims for reimbursement of Attested Time, Out-of-Pocket Losses, a CCPA Payment, and/or Alternative Cash Payments but the Participating Settlement Class Member's combined claims will be subject to the individual aggregate cap of \$15,000.00.

70. Contingencies.

- a. In the event that twenty-five (25) percent or more Participating Settlement Class Members elect to enroll in Credit Monitoring Services under the Settlement, the number of years of Credit Monitoring Services provided to each Participating Settlement Class Member who claims that benefit may be reduced to three (3) years to ensure the Net Settlement Fund will adequately fund other Settlement benefits.
- b. In the event that the aggregate amount of all costs for credit monitoring and payments to Settlement Class Members, less costs and expenses (Service Award Payments, Notice and Administration Expenses, and the Fee Award and Costs) exceeds the total amount of the Net Settlement Fund, then the payments will be proportionately reduced on a *pro rata* basis.

- c. In the event that the aggregate amount of all costs for credit monitoring and payments to Settlement Class Members, less costs and expenses (Service Award Payments, Notice and Administration Expenses, and the Fee Award and Costs) does not exceed the Net Settlement Fund, then the value of all payments for monetary compensation under this Settlement Agreement (Out-of-Pocket Expenses, Attested Time, CCPA payments for California residents on July 18, 2020 and Alternative Cash Payments) will be proportionally increased on a *pro rata* basis. All *pro rata* determinations required by this Paragraph shall be performed by the Settlement Administrator.

VIII. BUSINESS PRACTICE COMMITMENTS

71. **Business Practice Commitments.** RadNet agrees to adopt and implement certain business practice commitments described below (“Business Practice Commitments”) for a period of at least three (3) years following the Effective Date. These Business Practice Commitments are specific business practice commitments and remedial measures and are described as follows:

- 1.1 RadNet, having engaged a third-party cybersecurity consultant agrees to adopt and implement certain business practices and remedial measures set forth below (“Business Practice Commitments”) for a period of three (3) years following the Effective Date. These Business Practice Commitments are specific commitments and remedial measures designed to include continuous threat assessment processes to maintain RadNet’s security posture, and to provide protection against threats now and in the future, specifically with respect to current and former employee and job applicant PII, and include the following:
 - a. Endpoint protection: Ensure implementation of endpoint security measures, including appropriate implementation of endpoint security applications, patching mechanisms, logging and alerting.
 - b. Restricted server access: Restrict remote access to and between RadNet servers that are used to store employee and job applicant PII, including appropriate geoblocking of malicious traffic and segmenting systems through firewalls and access controls.
 - c. Vulnerability scanning: Conduct a recurring vulnerability scanning and implement remediation program for RadNet servers used to store employee and job applicant PII.
 - d. Cybersecurity Training and Awareness Program: Conduct internal training and education to inform internal security personnel how to identify and contain a breach when it occurs and what to do in response to a breach.

72. **Modification and Costs.** The Parties acknowledge that technical requirements for securing information evolve and change dynamically. In the event that technological or industry developments, or intervening changes in law or business practices, render specific Business Practice Commitments obsolete or make compliance by RadNet with them unreasonable or

technically impractical, RadNet may modify its business practices as necessary to ensure appropriate security practices are being followed. All costs associated with implementing the Business Practice Commitments will be borne by RadNet separate and apart from the Settlement Fund.

73. **Enforcement.** If at any time Class Counsel has information indicating RadNet is not complying with its Business Practice Commitments, the Parties are required to meet and confer to discuss the issue prior to seeking an injunction enforcing the Business Practice Commitments contained in this Settlement Agreement.

IX. SETTLEMENT CLASS NOTICE

74. **Notice.** Within twenty-one (21) days after the date of the Preliminary Approval Order, RadNet shall provide the Settlement Class List to the Settlement Administrator. Within twenty-one (21) days after receipt of Settlement Class List, and the approved final Notice, the Settlement Administrator shall disseminate Notice to the members of the Settlement Class. Notice shall be disseminated via U.S. mail to all Settlement Class members. Class Counsel may direct the Settlement Administrator to send a reminder notice to Settlement Class Members at any time prior to the Claims Deadline.

X. OPT-OUTS AND OBJECTIONS

75. **Opt-Outs.** The Notice shall explain the procedure for Settlement Class Members to exclude themselves or “opt-out” of the Settlement by submitting a Request for Exclusion to the Settlement Administrator postmarked no later than fifty (50) days after the Notice Deadline. The Request for Exclusion must include the name of the proceeding, the individual’s full name, current address, personal signature, and the words “Request for Exclusion” or a comparable statement at the top of the communication that the individual does not wish to participate in the Settlement. The Notice must state that any Settlement Class Member who does not file a timely Request for Exclusion in accordance with this Paragraph will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement.

76. **Objections.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement or Fee Application by submitting written objections to the Settlement Administrator postmarked no later than fifty (50) days after the Notice Deadline. The written objection must include (i) the name of the proceedings; (ii) the Settlement Class Member’s full name, current mailing address, and telephone number; (iii) a statement of the specific grounds for the objection, as well as any documents supporting the objection; (iv) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (v) the identity of any attorneys representing the objector; (vi) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; and (vii) the signature of the Settlement Class Member or the Settlement Class Member’s attorney. The Notice must set forth the time and place of the Final Approval Hearing (subject to change) and state that any Settlement Class Member who does not file a timely and adequate objection in accordance with this Paragraph waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement.

XI. DUTIES OF THE SETTLEMENT ADMINISTRATOR

77. **Duties of Settlement Administrator.** The Settlement Administrator shall perform the functions and duties necessary to effectuate the Settlement and as specified in this Agreement, including, but not limited to, the following:

- a. Creating, administering, and overseeing the Settlement Fund;
- b. Obtaining the Settlement Class List from RadNet for the purpose of disseminating Notice to Settlement Class Members;
- c. Providing Notice and reminder Notice to Settlement Class Members via U.S. mail;
- d. Serving the Class Action Fairness Act (“CAFA”) notice required by 28 U.S.C. § 1715 within ten (10) days after Plaintiffs file the motion to preliminarily approve the Settlement;
- e. Filing with the Court, at least 30 days prior to the Final Approval Hearing, a notice attesting to the measures undertaken to comply with CAFA;
- f. Establishing and maintaining the Settlement Website;
- g. Establishing and maintaining a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and with a live operator available to answer the questions of Settlement Class Members who call during business hours, or otherwise communicate with Settlement Class Member making such inquiries within one (1) business day;
- h. Responding to any mailed or emailed Settlement Class Member inquiries within a reasonable amount of time, but no later than five (5) business days;
- i. Reviewing, determining the validity of, and processing all claims submitted by Settlement Class Members;
- j. Receiving Requests for Exclusion and objections from Settlement Class Members and providing Class Counsel and RadNet’s Counsel a copy thereof no later than three (3) days following the deadline for submission of the same. If the Settlement Administrator receives any Requests for Exclusion, objections, or other requests from Settlement Class Members after the Opt-Out and Objection Deadlines, the Settlement Administrator shall promptly provide copies thereof to Class Counsel;
- k. Providing Identity Guard, the provider of Credit Monitoring Services, the complete list of Participating Settlement Class Members who elected Credit Monitoring Services along with their current contact information within thirty (30) days of the Effective Date;

- l. After the Effective Date, processing and transmitting Settlement Payments to Settlement Class Members;
- m. Providing weekly or other periodic reports to Class Counsel and RadNet's Counsel that include information regarding the number of Settlement Checks mailed and delivered, Settlement Checks cashed, undeliverable information, and any other requested information relating to Settlement Payments other than the identity of the Class Members who submit claims. The Settlement Administrator shall also, as requested by Class Counsel or RadNet's Counsel and from time to time, provide the amounts remaining in the Net Settlement Fund;
- n. In advance of the Final Approval Hearing, preparing a sworn declaration to submit to the Court that: (i) attests to implementation of Notice in accordance with the Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly submitted a Request for Exclusion; and
- o. Performing any function related to Settlement administration at the agreed-upon instruction of Class Counsel or RadNet's Counsel, including, but not limited to, verifying that Settlement Payments have been distributed.

78. **Limitation of Liability.** The Parties, Payor, Class Counsel, and RadNet's Counsel shall not have any liability whatsoever with respect to (i) any act, omission or determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes and Tax-Related Expenses.

79. **Indemnification.** The Settlement Administrator shall indemnify and hold harmless the Parties, Payor, Class Counsel, and RadNet's Counsel for (i) any act or omission or determination of the Settlement Administrator, or any of Settlement Administrator's designees or agents, in connection with the Notice Plan and the administration of the Settlement; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes and Tax-Related Expenses.

XII. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

80. **Certification of the Settlement Class.** For purposes of this Settlement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date.

81. **Preliminary Approval.** Following execution of this Agreement, Class Counsel shall file a motion for preliminary approval of the settlement on a date that is agreeable to the Parties.

82. **Final Approval.** Class Counsel shall move the Court for a Final Approval Order and Judgment of this Settlement, to be issued following the Final Approval Hearing; within a reasonable time after the Notice Deadline, Objection Deadline, and Opt-Out Deadline; and at least 90 days after the appropriate government officials are notified of this Settlement Agreement pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

83. **Jurisdiction.** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

XIII. MODIFICATION AND TERMINATION

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

85. **Decertification of the Settlement Class if Settlement Not Approved.** If: (1) the Court does not issue the Preliminary Approval Order or Final Approval Order and Judgment; or (2) the Effective Date does not occur, the certification of the Settlement Class shall be void. RadNet reserves the right to contest class certification for all other purposes. Any orders preliminarily or finally approving the certification of any class contemplated by the Settlement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity in support of claims or defenses or in support or in opposition to a class certification motion. In addition, the fact that RadNet did not oppose certification of a class under the Settlement shall not be used or cited thereafter by any person or entity, including in a contested proceeding relating to class certification.

86. **Termination.** Settlement Class Representatives and RadNet shall have the right to terminate this Agreement by providing written notice of their or its election to do so ("Termination Notice") within seven (7) days of: (1) the Court's refusal to issue the Preliminary Approval Order; or (2) within fourteen (14) days of any of the following: (i) the Court's refusal to enter the Final

Approval Order and Judgment, or (ii) the date upon which the Final Approval Order and Judgment is modified or reversed in any material respect by any appellate or other court.

87. **Effect of Termination.** In the event of a termination as provided in Paragraph 86, this Agreement and the Settlement shall be considered null and void; all of the Parties' obligations under the Agreement shall cease to be of any force and effect and the Parties shall return to the status quo ante in the Action as if the Parties had not entered into this Agreement or the Settlement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement claims and defenses will be preserved.

XIV. RELEASES

88. **The Release.** Upon the Effective Date, and in consideration of the Settlement benefits described herein, each of the Settlement Class Representatives and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns shall be deemed to have released, acquitted, and forever discharged any and all Released Claims against RadNet and its present and former predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, related entities, and any and all of their past and present, officers, directors, employees, stockholders, partners, servants, agents, successors, attorneys, advisors, consultants, representatives, insurers, reinsurers, subrogees and the predecessors, successors, and assigns (the "Released Parties").

89. **Unknown Claims.** The Released Claims, as defined in Paragraph 33, include the release of Unknown Claims. "Unknown Claims" means claims that could have been raised in the Action and that any of the Settlement Class Representatives or Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns does not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties of any of the foregoing or the Released Claims or might affect his, her or its decision to agree, object or not to object to the Settlement. Upon the Effective Date, the Settlement Class Representatives and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides as follows:

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

Upon the Effective Date, each of the Settlement Class Representatives and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns shall be deemed to have, and

shall have, waived any and all provisions, rights and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. The Settlement Class Representatives and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Release, but that it is their intention to finally and forever settle and release the Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this Paragraph.

90. **Release of Class Representatives and Class Counsel.** Upon the Effective Date, RadNet and its representatives, officers, agents, directors, affiliates, employees, insurers, and attorneys shall be deemed to have released, acquitted, and forever discharged the Settlement Class Representatives and Class Counsel from any and all claims or causes of action of every kind and description, including any causes of action in law, claims in equity, complaints, suits or petitions, and any allegations of wrongdoing, demands for legal, equitable or administrative relief (including, but not limited to, any claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, compensatory damages, consequential damages, penalties, exemplary damages, punitive damages, attorneys' fees, costs, interest or expenses), whether known or unknown, that arise out of, are based upon, or relate to prosecution of the Action, the Settlement Agreement, or the Settlement claims process (provided, however, that this release and discharge shall not include claims relating to the enforcement of the terms of the Settlement or this Agreement).

91. **Bar to Future Suits.** Upon entry of the Final Approval Order and Judgment, the Settlement Class Representatives and other Settlement Class Members shall be enjoined from prosecuting any claim they have released in the preceding paragraphs in any proceeding against any of the Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order. Likewise, RadNet and its representatives, officers, agents, directors, affiliates, employees, insurers, and attorneys shall be enjoined from prosecuting any claim they have released in the preceding paragraphs in any proceeding against Settlement Class Representatives and Class Counsel or based on any actions taken by Settlement Class Representatives and Class Counsel that are authorized or required by this Agreement or by the Final Approval Order. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this section.

XV. SERVICE AWARD PAYMENTS

92. **Service Award Payments.** At least thirty-five (35) days before the Opt-Out and Objection Deadlines, Class Counsel will file a Fee Application that will include a request for Service Award Payments for the Settlement Class Representatives in recognition for their contributions to this Action. RadNet agrees not to oppose Class Counsel's request for a service award not to exceed \$1,500.00 per representative. The Settlement Administrator shall make the Service Award Payments to the Settlement Class Representatives from the Settlement Fund. Such Service Award Payments shall be paid by the Settlement Administrator, in the amount approved by the Court, no later than three (3) days after the Effective Date.

93. **No Effect on Agreement.** In the event the Court declines to approve, in whole or in part, the Service Award Payments in the amount requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the service awards shall constitute grounds for termination of this Agreement.

XVI. ATTORNEYS' FEES, COSTS, EXPENSES

94. **Attorneys' Fees and Costs and Expenses.** At least thirty-five (35) days before the Opt-Out and Objection Deadlines, Class Counsel will file a Fee Application for an award of attorneys' fees and Litigation Costs and Expenses to be paid from the Settlement Fund. RadNet agrees not to oppose Class Counsel's request for an award of attorneys' fees not to exceed twenty-five (25) percent of the Settlement Fund and reimbursement of litigation costs and expenses not to exceed \$60,000.00. Prior to the disbursement or payment of the Fee Award and Costs under this Agreement, Class Counsel shall provide to RadNet and the Settlement Administrator a properly completed and duly executed IRS Form W-9. Fee Award and Costs (plus any interest accrued thereon) shall be paid by the Settlement Administrator, in the amount approved by the Court, no later than three (3) days after the Effective Date.

95. **Allocation.** Unless otherwise ordered by the Court, Class Counsel shall have the sole and absolute discretion to allocate any approved Fee Award and Costs among Plaintiffs' counsel and any other attorneys for Plaintiffs. RadNet shall have no liability or other responsibility for allocation of any such attorneys' fees and costs.

XVII. NO ADMISSION OF LIABILITY

96. **No Admission of Liability.** The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

97. **No Use of Agreement.** Neither the Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Plaintiffs; or (ii) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission by RadNet in the Action or in any proceeding in any court, administrative agency or other tribunal.

XVIII. MISCELLANEOUS

98. **Integration of Exhibits.** The exhibits to this Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Agreement.

99. **Entire Agreement.** This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties with regard to the subject matter hereof and shall supersede any previous agreements, representations, communications and understandings among the Parties. This Agreement may not be changed, modified, or amended except in writing signed by all Parties, subject to Court approval. The Parties contemplate that, subject to Court approval or without such approval where legally permissible, the exhibits to this Agreement may be modified by subsequent Agreement of counsel for the Parties prior to dissemination of the Settlement Class Notice to the Settlement Class.

100. **Deadlines.** If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next business day. All reference to “days” in this agreement shall refer to calendar days unless otherwise specified.

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

102. **Cooperation of Parties.** The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, to seek Court approval, defend Court approval, and to do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

103. **Obligation to Meet and Confer.** Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other in good faith prior to seeking Court intervention.

104. **Governing Law.** The Agreement shall be construed in accordance with, and be governed by, the laws of the State of California, without regard to the principles thereof regarding choice of law.

105. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all signatories do not sign the same counterparts. Original signatures are not required. Any signature submitted electronically through e-mail of an Adobe PDF shall be deemed an original.

106. **Notices.** All notices to Class Counsel provided for herein, shall be sent by overnight mail and email to:

Gayle M. Blatt
CASEY GERRY SCHENK FRANCAVILLA
BLATT & PENFIELD LLP
110 Laurel Street
San Diego, CA 92101
gmb@cglaw.com

All notices to RadNet provided for herein, shall be sent by overnight mail and email to:

Sunita Bali
PERKINS COIE LLP
505 Howard Street, Suite 1000
San Francisco, CA 94105
SBali@perkinscoie.com

The notice recipients and addresses designated above may be changed by written notice.

107. **Authority.** Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.


By: _____
Sunita Bali
PERKINS COIE LLP

Date: _____

Counsel for Defendant RadNet, Inc.

By: _____
David J. Katz
Executive Vice President & General Counsel
RADNET, INC.

Date: _____

By:  _____
Gayle M. Blatt
CASEY GERRY SCHENK FRANCAVILLA
BLATT & PENFIELD LLP

Date: June 23, 2021

By:  _____
John A. Vanchunis
MORGAN & MORGAN

Date: June 23, 2021

By: _____
William B. Federman
FEDERMAN & SHERWOOD

Date: _____

Sunita Bali
PERKINS COIE LLP
505 Howard Street, Suite 1000
San Francisco, CA 94105
SBali@perkinscoie.com


The notice recipients and addresses designated above may be changed by written notice.

107. **Authority.** Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

By: 
Sunita Bali
PERKINS COIE LLP

Date: 6/23/2021

Counsel for Defendant RadNet, Inc.

By: 
David J. Katz
Executive Vice President & General Counsel
RADNET, INC.

Date: 6/23/2021

By: _____
Gayle M. Blatt
CASEY GERRY SCHENK FRANCAVILLA
BLATT & PENFIELD LLP

Date: _____

By: _____
John A. Yanchunis
MORGAN & MORGAN

Date: _____

By: _____
William B. Federman
FEDERMAN & SHERWOOD

Date: _____

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By: _____
Sunita Bali
PERKINS COIE LLP

Date: _____

Counsel for Defendant RadNet, Inc.

By: _____
David J. Katz
Executive Vice President & General Counsel
RADNET, INC.

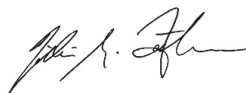
Date: _____

By: _____
Gayle M. Blatt
CASEY GERRY SCHENK FRANCAVILLA
BLATT & PENFIELD LLP

Date: _____

By: _____
John A. Yanchunis
MORGAN & MORGAN

Date: _____

By:  _____
William B. Federman
FEDERMAN & SHERWOOD

Date: 6/23/2021

By:  _____

M. Anderson Berry
CLAYEO C. ARNOLD, A PROFESSIONAL
LAW CORPORATION

Date: 6/23/21

Counsel for Plaintiffs and the Settlement Class