

**IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

A.B. et al.,

Plaintiffs,

v.

Regents of the University of California
et al.,

Defendants.

Case No. 2:20-CV-09555

SETTLEMENT AGREEMENT

This Settlement Agreement and Release dated October 20, 2020 (the “Agreement”), is made and entered into by and among Plaintiffs A.B., C.D., E.F. G.H., I.J., K.L., and M.N. in the above-captioned consolidated action (“Plaintiffs”), through their undersigned counsel, Defendant Regents of the University of the California (“Regents”), and Defendant James Heaps, M.D. (together, “Releasing Defendants,” and collectively with Plaintiffs, the “Parties”). The Agreement is intended to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined herein) as against the Released Parties (as defined herein), subject to the approval of the Court and the terms and conditions set forth in this Agreement.

1. RECITALS

WHEREAS, Plaintiffs filed a class action in July 2019 (C.D. Cal. No. 2:19-cv-06586) against James Heaps and Regents alleging various causes of action;

WHEREAS, in response to challenges presented by the COVID-19 pandemic, Plaintiffs voluntarily dismissed their claims, without prejudice, in March 2020;

WHEREAS, the Parties thereafter engaged in intensive arm’s-length settlement negotiations;

WHEREAS, those negotiations were informed by Regents’ production of documents and the Parties’ exchanges of information and were supervised in formal mediation sessions by Kenneth R. Feinberg;

WHEREAS, on May 29, 2020, the Parties reached a proposed agreement on certain terms and further negotiation resulted in the terms as set forth in the Agreement;

WHEREAS, the Parties are entering into the Settlement to avoid the risks, burdens, and expense of continued litigation;

WHEREAS, each Plaintiff and Defendant has independently determined that it is desirable and beneficial for the Litigation to be fully and finally resolved in the manner and upon the terms and conditions set forth in this Agreement; and

WHEREAS, the Parties, by and through their respective undersigned counsel, have agreed to this Settlement on the terms and conditions set forth below.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Plaintiffs (for themselves and the Class Members) and Releasing Defendants, by and through their counsel, that, subject to the approval of the Court, the Litigation and the Released Claims will be finally and fully compromised, settled, and released, and the Litigation will be dismissed with prejudice as to all Parties, upon and subject to the terms and conditions of the following Agreement.

2. DEFINITIONS

The following terms, when used in this Agreement, have the meanings as set forth below. All terms defined in the singular have the same meaning when used in

the plural, and all terms defined in the plural have the same meaning when used in the singular.

2.1 “Administrative Expenses” means the cost of the notice program relating to this Settlement and the costs of administering and processing of claims, disbursements of consideration and other necessary and reasonable expenses associated with administering this Settlement, including the compensation of the Special Master, those working under the supervision of the Special Master or the Panel,, and including any costs and expenses related to lien resolution services, as well as expenses related to the Equitable Relief set forth in **Exhibit B** hereto. Regents shall pay Administrative Expenses separately from, and in addition to, the Settlement Amount.

2.2 “Awards” means the individual amounts due to Claimants in accordance with the protocols and procedures outlined herein and in **Exhibit A** hereto.

2.3 “Claim Form” or “Claim Forms” mean, individually or collectively, the “Statement of Class Membership,” to be completed by individuals not pre-identified through Regents’ records who wish to establish their membership in the Class and eligibility for payment under Tier 1; or the “Tier 2 and 3 Claim Form” to be completed by Class Members who wish to submit claims for Tier 2 or Tier 3 Claim Awards.

2.4 “Claim Form Deadline” means the deadline by which Claim Forms must be postmarked as being sent to the Claims Administrator, which deadline will be 120 days from the date of mailing Notice to Class Members.

2.5 “Claimant” means any Settlement Class Member who submits a Tier 2 and 3 Claim Form in accordance with the protocols and procedures outlined herein and in **Exhibit A** hereto.

2.6 “Claims Administrator” or “Settlement Administrator” means JND Class Action, Mass Tort & Lien Resolution, chosen jointly by Class Counsel and Releasing Defendants’ Counsel, and to be approved by the Court to conduct various tasks, including as described herein.

2.7 “Claims Process” or “Claim Procedures” means the protocols and procedures set forth in **Exhibit A** hereto for seeking and awarding monetary payments to Settlement Class Members, or such other procedures for distribution of the Settlement Fund to Class Members as the Court may direct.

2.8 “Class” or “Class Members” means all female patients of Dr. James Heaps who were seen for treatment by Dr. Heaps (1) at UCLA Medical Center (currently known as Ronald Reagan UCLA Medical Center) from January 1, 1986 to June 28, 2018, (2) at UCLA’s student health center (currently known as Arthur Ashe Student Health and Wellness Center) from January 1, 1983 to June 30, 2010,

or (3) at Dr. Heaps's medical offices at 100 UCLA Medical Plaza from February 1, 2014 to June 28, 2018.

2.9 "Class Counsel" means the law firms of Girard Sharp LLP, Gibbs Law Group LLP, and Erickson Kramer Osborne LLP.

2.10 "Class Period" means the period of time from January 1, 1983 to June 28, 2018.

2.11 "Class Representatives" means the individual plaintiffs who brought suit in this Litigation.

2.12 "Court" means the United States District Court for the Central District of California.

2.13 "Effective Date" means the date on which the time for filing an appeal from the Court's issuance of an order granting final approval of this Agreement has either expired without an appeal being filed, or if later, after any appeal has been fully resolved upholding the Agreement (including requests for rehearing, rehearing *en banc*, and petitions for certiorari), at which time the obligations set forth in this Agreement and the terms of this Agreement become binding on Releasing Defendants, the Class Representatives, the Settlement Class, Class Counsel, and anyone else who has undertaken an obligation under this Agreement.

2.14 "Equitable Relief" means the specific measures Regents agrees to undertake pursuant to this Settlement, set forth in **Exhibit B** hereto.

2.15 “Escrow Account” means the escrow account designated and controlled by the Escrow Agent at one or more national banking institutions into which the Settlement Amount will be deposited for the benefit of Class Members.

2.16 “Escrow Agent” means the Claims Administrator or another neutral third party agreed to by the Parties.

2.17 “Final Approval” means entry of the Court’s order granting final approval of this Agreement and entering judgment, substantially in the form of **Exhibit E**.

2.18 “Government Payor” means the Medicare program, the Medicaid program, and any other federal, state or other governmental body, agency, department, plan, program, or entity that administers, funds, pays, contracts for, or provides medical items, services, and/or prescription drugs.

2.19 “Late Claims” means claims filed by Class Members after the Claim Form Deadline.

2.20 “Lien” means any statutory lien of a Governmental Payor or Medicare Part C or Part D Program sponsor; or any mortgage, lien, reimbursement claim, pledge, charge, security interest, or legal encumbrance, of any nature whatsoever, held by any person or entity, where there is a legal obligation to withhold payment of a Claim Award, or some portion thereof, to a Settlement Class Member under applicable federal or state law.

2.21 “Lienholder” means any governmental or private entity that holds or otherwise has the right to assert a Lien.

2.22 The “Litigation” means all proceedings consolidated with or relating to *A.B. et al. v. Regents of the University of California et al.*, No. 2:20-CV-09555 (C.D. Cal.).

2.23 “Medicaid Program” means the federal program administered by the states under which certain medical items, services and/or prescription drugs are furnished to Medicaid beneficiaries under Title XIX of the Social Security Act, 42 U.S.C. § 1396-1 *et seq.*

2.24 “Medicare Part C or Part D Program” means the program(s) under which Medicare Advantage, Medicare cost, and Medicare health care prepayment plan benefits and Medicare Part D prescription drug plan benefits are administered by private entities that contract with the Centers for Medicare & Medicaid Services.

2.25 “Medicare Program” means the Medicare Parts A and B federal program administered by the Centers for Medicare & Medicaid Services under which certain medical items, services, and/or prescription drugs are furnished to Medicare beneficiaries under Title XVIII of the Social Security Act, 42 U.S.C. § 1395 *et seq.*

2.26 “Notice” means the Notice of Pendency and Proposed Settlement of Class Action, together with its exhibits, including the Statement of Class

Membership, and the Tier 2 and 3 Claim Form, substantially in the form of **Exhibit C** hereto.

2.27 “Opt-Out Deadline” means the date, entered by the Court in the Preliminary Approval Order, by which a Class Member may elect to exclude herself from the Class.

2.28 The “Panel” means the three-person panel responsible for adjudicating and determining Claim Awards for Tier 2 and Tier 3 Claims. The Panel shall consist of the Special Master appointed by the Court, along with a forensic psychologist/psychiatrist and an OB/GYN selected by the Parties. Each Panel member shall have one “vote” for the purposes of adjudication decisions.

2.29 “Preliminary Approval” means the entry of the Court’s order granting preliminary approval of this Settlement and providing for dissemination of notice of the Settlement to the Class, substantially in the form of **Exhibit D** hereto.

2.30 “Released Claims” means any and all claims, counterclaims, rights, causes of action, liabilities, actions, suits, damages, demands, disputes, obligations, judgments, duties, defenses, liens, administrative proceedings, costs, expenses, matters, issues, of any kind whatsoever, known or unknown, suspected or unsuspected, matured or unmatured, disclosed or undisclosed, contingent or absolute, liquidated or unliquidated, accrued or unaccrued, apparent or unapparent, at law or in equity, existing under federal, state, local, foreign, tribal, or common

law, that were or could have been asserted against any Defendant—or against a Defendant’s representatives, insurance carriers and insurers of their insurance carriers, estates, current and former administrators, current and former officers, current and former trustees, current and former employees and agents in their official and individual capacities, predecessors, successors, subsidiaries, parents, affiliates, and assigns; and any current and former employees, current and former officers, current and former administrators or current and former agents of a Defendant’s subsidiaries, parents, affiliates, or assigns—relating to matters alleged in the Litigation. “Released Claims” does not include any claims relating to (i) actions by any medical practitioner at UCLA medical facilities unrelated to matters alleged in the Litigation in connection with Dr. Heaps, or (ii) medical malpractice or negligence by Dr. Heaps unrelated to any sexual conduct or physician/patient boundary allegations against Dr. Heaps, or (iii) medical malpractice or negligence by Dr. Heaps unknown to the Releasing Plaintiff as of the Opt-Out Deadline, or (iv) the enforcement of the Settlement.

2.31 “Releasing Defendants” means the Regents of the University of California and James Heaps, M.D.

2.32 “Releasing Defendants’ Claims” means all claims and causes of action that Defendant may have against Releasing Plaintiffs and/or Class Counsel, whether known or unknown, whether arising under federal, state, common or foreign law,

that arise out of or relate in any way to the institution, prosecution, or settlement of the Litigation or the Released Claims against Releasing Defendants. Notwithstanding the foregoing, “Releasing Defendants’ Claims” does not include claims relating to the enforcement of the Settlement.

2.33 “Releasing Plaintiffs” means Plaintiffs and each Settlement Class Member.

2.34 “Settlement” means the terms and conditions of settlement embodied in this Agreement.

2.35 “Settlement Class Member” means any Class Member who does not opt out of the Settlement, and “Settlement Class” means that group of individuals as a whole.

2.36 “Settlement Amount” means the sum of \$73,000,000.00.

2.37 “Settlement Fund” means the Settlement Amount together with any interest and accretions thereto, which may be reduced by payments or deductions as provided herein or by Court order.

2.38 “Special Master” means the individual selected by the Parties, subject to Court approval, to administer and adjudicate the Claims Process as set forth in Section 7.

2.39 “Special Master’s Team” means any psychologists, psychiatrists, PTSD experts, or other experts or trained specialists or administrative personnel

retained to assist the Special Master and Panel in conducting interviews and evaluating Claim Forms and evidence under the Special Master's supervision. The Special Master's team shall include at least one board certified OB/GYN, a forensic psychologist/psychiatrist, and include at least one woman.

2.40 "Statement of Class Membership" means either a statement in the form agreed upon by the Parties, or another simple, qualifying written statement, signed under penalty of perjury, to be submitted electronically or via U.S. mail by a Claimant, attesting to facts demonstrating that she is a member of the Class.

2.41 "Tax" or "Taxes" mean any and all taxes, fees, levies, duties, tariffs, imposts, and other charges of any kind (together with any and all interest, penalties, additions to tax and additional amounts imposed with respect thereto) imposed by any governmental authority.

3. SCOPE AND EFFECT OF SETTLEMENT

3.1 **Scope of the Settlement.** This Settlement compromises and resolves the Released Claims and the Releasing Defendants' Claims only.

3.2 **Settlement Class Certification.** The Parties stipulate to, and waive their rights to appeal, class certification, for settlement purposes only, of the following Settlement Class pursuant to Fed. R. Civ. P. 23(a) and 23(b)(3):

All female patients of Dr. James Heaps who were seen for treatment by Dr. Heaps (1) at UCLA Medical Center (currently known as Ronald Reagan UCLA Medical Center) from 1986 to June 28, 2018, (2) at UCLA's student

health center (currently known as Arthur Ashe Student Health and Wellness Center) from 1983 to June 30, 2010, or (3) at Dr. Heaps's medical offices at 100 UCLA Medical Plaza from February 1, 2014 to June 28, 2018.

3.3 Releasing Defendants' Reservation of Rights. Releasing Defendants do not agree to class certification for any purpose other than to effectuate this Settlement. Releasing Defendants expressly reserve their right to contest certification in the event this Settlement is not approved or fails to become effective for any reason. The Parties agree that if the Settlement is not approved or fails to become effective for any reason, the litigation will return to the status quo as of May 28, 2020.

3.4 Preliminary Approval Proceedings. Promptly after execution of the Agreement, Plaintiffs will submit the Agreement together with its Exhibits to the Court and will apply for entry of an order, substantially in the form of **Exhibit D**, requesting, *inter alia*, preliminary approval of the Settlement set forth in the Agreement; the setting of dates for the mailing of the Notice, Claim Form Deadline, Opt-Out Deadline, Objection Deadline, and Final Approval Hearing; approval of the Claims Administrator; appointment of the Special Master; and approval of the Notice.

3.5 Opt-Out Right. Any Class Member who wishes to opt out of the Class must submit a timely written request for exclusion on or before the Opt-Out Deadline, in the manner specified in the Notice and Preliminary Approval Order,

which written request will in any event include sufficient identifying information so that Releasing Defendants may properly evaluate their right to withdraw from the Settlement in accordance with Section 9.3 below. All requests for exclusion must be signed with a handwritten signature (or similar mark) by the person seeking to exclude herself from the Class.

3.6 Deficient Submissions. If a Class Member's request to opt out is materially deficient as to the requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The Settlement Administrator will mail the Class Member a cure letter within 10 business days of receiving the deficient submission to advise the Class Member that her submission is deficient and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have until the later of (a) the Response Deadline or (b) 20 calendar days from the date of the cure letter, to postmark or provide electronically a revised Request for Exclusion. If a Class Member responds to a cure letter by filing a defective Request for Exclusion, then the Settlement Administrator will have no further obligation to give notice of a need to cure. If the revised Request for Exclusion is not postmarked or received electronically within that period, it will be deemed untimely.

3.7 Binding Effect of Settlement Upon Class Members. If this Settlement is approved by the Court, at the Effective Date, all persons within the

Class will be bound by the terms of the Settlement, except those Class Members who effectively exercise their right to opt out of the Class.

3.8 Objections. Any Class Member who wishes to object to the fairness, reasonableness, or adequacy of the Settlement, or the application of Class Counsel for an award of attorneys' fees and costs and/or for service awards for Plaintiffs, must timely do so in the manner specified in the Preliminary Approval Order and in any subsequent notice or order concerning the application for attorneys' fees and costs and/or for service awards to Plaintiffs.

3.9 Final Approval Proceedings. Plaintiffs will request that the Court hold the Final Approval Hearing after notice to Class Members is given. At the Final Approval Hearing, Plaintiffs will request entry of an order, substantially in the form of **Exhibit E**:

(a) Finally approving the Settlement as fair, reasonable, and adequate, within the meaning of Rule 23 of the Federal Rules of Civil Procedure, and directing its consummation pursuant to its terms;

(b) directing that the Litigation be dismissed with prejudice, and releasing the Released Claims and the Releasing Defendants' Claims as set forth below;

(c) reserving jurisdiction with respect to implementation and enforcement of the terms of the Agreement; and

(d) containing such other and further provisions consistent with the terms of the Settlement to which the Parties expressly consent in writing.

3.10 Extinguishment of Released Claims. Upon the Effective Date, all Releasing Plaintiffs and anyone claiming through or on behalf of any of them, including but not limited to each of their respective heirs, estates, predecessors, successors, agents, and assigns, will be deemed to have fully, finally, and forever released, relinquished, and discharged all Released Claims against Releasing Defendants, or against Releasing Defendants' representatives; insurance carriers and insurers of their insurance carriers; estates; current and former administrators, current and former officers, current and former trustees, current and former employees and current and former agents in their official and individual capacities; predecessors; successors; subsidiaries; parents; affiliates; assigns; and any employees, officers, administrators or agents of any of Releasing Defendants' subsidiaries, parents, affiliates, or assigns (the "Released Parties"). Upon the Effective Date, the Releasing Plaintiffs will be forever barred and enjoined from commencing, instituting, prosecuting or continuing to prosecute any action or other proceeding in any court of law or equity, arbitration tribunal, or administrative forum, asserting any Released Claim against any of the Released Parties. As to the Released Claims only, all Releasing Plaintiffs hereby expressly, knowingly, and

voluntarily waive the provisions of Section 1542 of the California Civil Code, which provides:

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.

Releasing Plaintiffs expressly waive and relinquish any and all rights and benefits that they may have under, or that may be conferred upon them by, the provisions of Section 1542 of the California Civil Code, or any other law of any state or territory that is similar, comparable, or equivalent to Section 1542, to the fullest extent that they may lawfully waive such rights or benefits pertaining to the Released Claims. In connection with such waiver and relinquishment, Releasing Plaintiffs hereby acknowledge that they are aware that they or their attorneys may hereafter discover claims or facts in addition to or different from those that they now know or believe exist with respect to the Released Claims, but that it is their intention to hereby fully, finally, and forever settle and release all of the Released Claims known or unknown, suspected or unsuspected, matured or unmatured, disclosed or undisclosed, contingent or absolute, liquidated or unliquidated, accrued or unaccrued, apparent or unapparent, that they have against the Released Parties. In furtherance of such intention, the Release herein given by Releasing Plaintiffs to the Released Parties shall be and remain in effect as a full and complete general

release as to the Released Claims, notwithstanding the discovery or existence of any such additional different claims or facts. Each of the Parties expressly acknowledges that they have been advised by their attorney of the contents and effect of Section 1542, and with knowledge, each of the Parties hereby expressly waives whatever benefits they may have had pursuant to such section. Plaintiffs acknowledge, and the Class Members shall be deemed by operation of the Final Judgment to have acknowledged, that the foregoing waiver was separately bargained for and a material element of the Settlement of which this Release is a part.

3.11 Extinguishment of Releasing Defendants' Claims. Upon the Effective Date, Releasing Defendants will be deemed to have fully, finally, and forever released, relinquished, and discharged all Releasing Defendants' Claims against Releasing Plaintiffs, and Class Counsel, whether arising under federal, state, common, statutory or foreign law. Upon the Effective Date, Releasing Defendants will be forever barred and enjoined from commencing, instituting, prosecuting or continuing to prosecute any action or other proceeding in any court of law or equity, arbitration tribunal, or administrative forum, asserting any Releasing Defendant's Claim against any of the Releasing Plaintiffs and/or Class Counsel. Releasing Defendants are aware of section 1542 of the California Civil Code and expressly waive and relinquish any rights or benefits available to them under that statute or

under any comparable statutory or common law provision of any other jurisdiction with respect to the Releasing Defendants' Claims.

3.12 Administrative Proceedings. Nothing in this Agreement shall affect the rights and responsibilities of the U.S. Department of Education ("DOE") or U.S. Department of Health and Human Services ("HHS") to enforce Title IX of the Education Amendments Act of 1972, as amended, or The Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act, as amended, or any other applicable law. Nor shall anything in this Agreement be construed as a basis for interfering with Releasing Plaintiffs' right to file a charge or complaint with, or participate in an investigation or proceeding conducted by, DOE, HHS, or any other state, federal or local government entity. Notwithstanding the foregoing, if DOE, HHS or any other state, federal or local government entity commences a lawful investigation or issues a complaint on Releasing Plaintiffs' behalf, Releasing Plaintiffs specifically waive and release Releasing Plaintiffs' right, if any, to recover any monetary benefits of any sort whatsoever in connection with that investigation or administrative proceeding. Releasing Plaintiffs further agree that Regents may present this Agreement to DOE or any other state, federal or local government entity as evidence that the Released Claims have been fully resolved. Nothing in this Agreement shall affect the rights and responsibilities of the Regents under Title IX of the Education Amendments Act of 1972, as amended, The Jeanne Clery

Disclosure of Campus Security Policy and Campus Crime Statistics Act, as amended, or any other applicable law, and the Regents may take action related to the Released Claims against any person other than the Releasing Plaintiffs irrespective of this Agreement.

3.13 No Release of Claims Between Releasing Defendants.

Notwithstanding the foregoing, this Agreement does not extinguish any claims or counterclaims (including but not limited to *James M. Heaps, M.D. v. The Regents of the University of California*, Case No. 19SMCV01313, pending in the Los Angeles Superior Court) asserted or that may be asserted by Heaps against Regents or by Regents against Heaps.

4. SETTLEMENT CONSIDERATION

A. Equitable Relief.

4.1 Regents will ensure that medical personnel at UCLA Health and the Arthur Ashe Student Health & Wellness Center act consistently with standards recognized by applicable health oversight agencies such as the Medical Board of California and specialty societies such as the American College of Obstetricians and Gynecologists. Additionally, Regents will ensure appropriate procedures are implemented at UCLA medical facilities with respect to the identification, prevention, and investigation and reporting of sexual harassment, including sexual assault.

4.2 The specific measures that Regents will undertake to satisfy these provisions, and efforts to ensure compliance, are set forth in the Equitable Relief Measures, annexed hereto as **Exhibit B**.

B. Monetary Consideration.

4.3 Regents will pay all Administrative Expenses. Administrative Expenses shall be invoiced to Regents and timely paid.

4.4 Within 30 days of the Effective Date, Regents will deposit \$73 million into the Escrow Account pursuant to instructions to be delivered by Class Counsel.

5. USE OF THE SETTLEMENT FUND

5.1 **Disbursements.** The Settlement Fund will be used to pay distributions to Claimants as provided herein and in the Claim Procedures.

5.2 **Tax Implications for Claimants.** Releasing Defendants make no representation or warranty, and provide no advice, regarding the tax consequences, if any, of this Agreement. Claimants are advised to consult with appropriate legal counsel regarding any tax implications of this Agreement. It is the intention of the parties that every payment to a Settlement Class Member as provided herein is a payment made because of a personal injury suffered by the Settlement Class Member.

5.3 **Investment of Settlement Amount.** The Escrow Agent may invest the Settlement Amount in United States Agency or Treasury Securities or other

instruments backed by the Full Faith and Credit of the United States Government or an Agency thereof, or fully insured by the United States Government or an Agency thereof, and may reinvest the proceeds of these instruments as they mature in similar instruments at their then-current market rates. All risks related to the investment of the Settlement Fund in accordance with the investment guidelines set forth in this paragraph will be borne by the Settlement Fund. Releasing Defendants will have no responsibility for, interest in, or liability whatsoever with respect to investment decisions or the actions of, including any transactions executed by, the Escrow Agent.

5.4 Execution of Approved Transactions. Subject to further order(s) and/or directions as may be made by the Court, the Escrow Agent is authorized to execute such transactions as are consistent with the terms of this Agreement. Releasing Defendants will have no responsibility for, interest in, or liability whatsoever with respect to the actions of the Escrow Agent, or any transaction executed by the Escrow Agent in its capacity as such.

5.5 Fund Under Court Jurisdiction. All funds held by the Escrow Agent will be deemed and considered to be *in custodia legis* of the Court, and will remain subject to the jurisdiction of the Court, until such time as such funds will be distributed pursuant to the Agreement and/or further order(s) of the Court. The Parties will account to the Court in regard to expenditures from the Settlement Fund

in such manner and at such times as the Court shall direct. The Settlement will not depend on the Court accepting particular proposed distributions, provided that there is a valid and binding release of class claims.

5.6 No Return of Funds After Effective Date. Upon the occurrence of the Effective Date, neither Releasing Defendants nor any other person or entity that paid any portion of the Settlement Amount will have any right to the return of the Settlement Fund or any portion thereof for any reason whatsoever (including, without limitation, the number of Claim Forms submitted, in absolute terms or by category, or the amounts to be paid to Claimants), except as set forth in Section 9.2 below.

5.7 Qualified Fund and Relation Back. The Parties and the Escrow Agent agree to treat the Settlement Fund as being at all times a "qualified settlement fund" within the meaning of Treas. Reg. § 1.468B-1. Additionally, the Escrow Agent will timely make such elections as necessary or advisable to carry out the provisions of this paragraph, including the "relation-back election" (as defined in Treas. Reg. § 1.468B-1) back to the earliest permitted date. Such elections will be made in compliance with the procedures and requirements contained in such regulations. It will be the responsibility of the Escrow Agent to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

5.8 Tax Administrator. For the purpose of § 1.468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the “administrator” will be the Escrow Agent. The Escrow Agent will timely and properly file all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treas. Reg. § 1.468B-2(k)). Such returns (as well as the election described above) will reflect that all Taxes (including any estimated Taxes, interest or penalties) on the income earned by the Settlement Fund will be paid out of the Settlement Fund as provided herein.

5.9 Taxes. All (i) Taxes (including any estimated Taxes, interest or penalties) arising with respect to the income earned by the Settlement Fund, including any Taxes or tax detriments that may be imposed upon Releasing Defendants or their counsel with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a “qualified settlement fund” for federal or state income tax purposes, and (ii) expenses and costs incurred in connection with the operation and implementation of these Tax provisions (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) returns) (“Tax Expenses”), will be paid out of the Settlement Fund; in no event will any Defendant or any of its or his counsel have any liability

or responsibility for the Taxes or the Tax Expenses. The Escrow Agent, through the Settlement Fund, will indemnify and hold each Defendant and its or his counsel harmless for Taxes and Tax Expenses (including, without limitation, Taxes payable by reason of any such indemnification). Further, Taxes and Tax Expenses will be treated as, and considered to be, a cost of administration of the Settlement Fund and will be timely paid by the Escrow Agent out of the Settlement Fund without prior order from the Court, and the Escrow Agent will be authorized (notwithstanding anything herein to the contrary) to withhold from distribution to authorized Claimants any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(l)(2)); neither Releasing Defendants nor any of their counsel are responsible or will have any liability for any Taxes or Tax Expenses. The Parties agree to cooperate with the Escrow Agent, each other, and their tax attorneys and accountants to the extent reasonably necessary to ensure performance of these Tax provisions.

5.10 Responsibility for Liens.

(a) The Parties have appointed the Claims Administrator to administer the process to identify and resolve potential Liens owed for medical treatment paid on behalf of a Settlement Class Member by, but not limited to, Governmental Payors or Medicare Part C and D Program sponsors. The Claims

Administrator will determine from information provided directly to the Claims Administrator whether there is a potential repayment obligation for medical treatment related to this Settlement asserted against an eligible Settlement Class Member. The Claims Administrator will satisfy, either globally or on an individual basis, any such Liens out of a Settlement Class Member's Claims Award in advance of payment to that Settlement Class Member or, upon notice of a final lien total, hold funds equal to the amount of the Lien without distributing the held funds to the Settlement Class Member until the Lien has been satisfied or waived.

(b) The Claims Administrator will obtain documentation that any applicable Lien has been resolved, either globally or otherwise, and whether through payment or otherwise. The Claims Administrator will provide to Class Counsel or the Special Master, upon request, information received for the purposes of verifying compliance and repayment satisfaction.

(c) Each Settlement Class Member (and his or her respective counsel, if applicable) will be solely responsible for the satisfaction and discharge of all Lien obligations. This includes any potential notice obligation required by statute or otherwise when making a claim for and/or receiving compensation under this Settlement. Notwithstanding that responsibility, the Claims Administrator will perform the duties outlined herein upon authorization by the Court and each Settlement Class Member agrees to execute any supplemental documents or

correspondence, provide any additional information, and take all additional actions that may be necessary or appropriate to allow the Claims Administrator to identify or resolve a Lien. The Claims Administrator, through Class Counsel, will seek a Qualified Protective Order from the Court authorizing the Claims Administrator to receive and send information that is, or may be, protected under the Health Insurance Portability and Accountability Act (“HIPAA”) to fulfill the duties described herein on behalf of Settlement Class Members.

(d) If any person or entity claims a Lien, other than those described above, with respect to a Settlement Class Member's Claims Award and the Claims Administrator has been put on notice of such Lien, the Claims Administrator will have no authority to pay any Claims Award to any Settlement Class Member subject to a Lien that has not been fully and finally released. Nothing in here shall be interpreted to create or expand Lien recovery rights held by third parties pursuant to applicable law.

(e) In reaching this Agreement and paying the Settlement Amount, Releasing Defendants are relying on the foregoing representations and warranties of the Plaintiffs and, specifically, the actions that the Plaintiffs have represented that the Claims Administrator and the Settlement Class Members will take to satisfy any and all Liens and claims should they arise, pertaining to matters involved in or relating to the Litigation and the Released Claims.

(f) The Claims Administrator shall release, defend, indemnify, and hold harmless the Released Parties from any and all damages, penalties, costs, expenses and fees incurred in connection with any claim or cause of action asserted based on a Medicare or Medicaid Lien against the Released Parties as a result of the settlement payments to be made to Settlement Class Members.

(g) The Claims Administrator shall release, defend, indemnify and hold harmless the Released Parties from any and all adverse consequences in the event that this Settlement results in the loss of any Medicare or Medicaid rights or benefits to any Settlement Class Member.

(h) The Released Parties are hereby made express third-party beneficiaries of this Section 5.9 and may enforce directly and in their own name, and without the consent of any other person, all obligations of the Claims Administrator set forth in Sections 5.9(a) through (d).

(i) Any modifications to this Section 5.9 must be approved by the Released Parties.

6. NOTICE AND ADMINISTRATION

6.1 Appointment and Invoices of Claims Administrator. The Claims Administrator shall be appointed by the Court in the Preliminary Approval Order. The reasonable fees and expenses of the Settlement Administrator shall be invoiced to and paid by Regents.

6.2 Notice Program. Within 7 days after entry of the Preliminary Approval Order, Regents will furnish the Claims Administrator with all information reasonably available to Regents to assist in the identification of all potential Settlement Class Members. The Claims Administrator will provide direct notice of the Settlement to all identifiable Class Members within 28 days after entry of the Preliminary Approval Order. The Claims Administrator also will provide publication notice to Class Members who cannot be pre-identified.

6.3 Website. The Claims Administrator will establish a standalone website for the Settlement, which will make available all relevant materials, including the Claim Form, and will have the ability to receive and accept Claim Forms.

6.4 Claims Administration. The Claims Administrator will receive all Claims and process them as directed by the Special Master or as otherwise set forth in **Exhibit A**, or as otherwise approved by the Court. Unless the Court otherwise orders, claims processing will continue notwithstanding the pendency of an appeal, except that Releasing Defendants shall be under no obligation to pay claims prior to the occurrence of the Effective Date.

6.5 Late Claims. The parties recognize that in class action settlements, despite best efforts, late claims will be filed. The Special Master, during the period where timely claims are being evaluated, may, at her discretion, allow a late claim.

6.6 No Claims Arising From Settlement Administration. No person will have any claim against Plaintiffs, Class Counsel, any person designated by Class Counsel, the Special Master, the Panel, or the Claims Administrator arising from or relating to determinations or distributions made substantially in accordance with this Agreement, the Claim Procedures, or further order(s) of the Court.

6.7 Further Proceedings in the Event of Settlement Residue. If the Settlement Fund is not fully disbursed after the Claim Procedures established in **Exhibit A** are completed, the Parties will notify the Court and propose additional means of distributing the remaining amount in the Settlement Fund, which may include providing additional distributions to Class Members, additional notice of the Settlement to non-participating Class Members, and/or distributions to appropriate *cy pres* recipients. There will be no *cy pres* distribution unless the Court finds that the parties have in good faith exhausted all reasonable efforts to distribute the Settlement Fund to Class Members.

6.8 Return or Destruction of Claims Process Materials. At the conclusion of the Claims Process, the Claims Administrator and Special Master will destroy all materials submitted during the Claims Process, or, if requested by the Claimant, will return such materials to the Claimant. Further, all work product of the Claims Administrator, the Special Master, the Special Master's Team, and the Panel containing claimant-specific information will be destroyed. The Claims

Administrator and Special Master shall then provide Affidavits of Return or Destruction to the Parties and the Court.

7. THE SPECIAL MASTER

7.1 Selection of Special Master. A Special Master will adjudicate Claims under the Claims Process. The Parties will select and propose that the Court appoint as the Special Master an independent, mutually agreeable individual with knowledge of and experience with claims of sexual abuse, as well as trauma-informed training. Plaintiffs shall select the Special Master and her team, and Regents shall have approval authority of the selected Special Master and her team, which approval shall not be unreasonably withheld. Among other designated responsibilities, the Special Master will assess and adjudicate the Claims Awards as a member of the three-person Panel. The Special Master and her team shall, in consultation with the Parties, develop the protocols for interviews or other oral or written direct contact with Settlement Class members relating to Tier 2 and Tier 3 claims.

7.2 Special Master Consultation of Independent Experts. The Special Master may consult with other experts independently, but upon any Party's request, the Special Master will disclose to the Parties their identities and any information, determinations, or conclusions (and the bases therefor) received from such independent experts upon which the Special Master intends to rely. All Parties will

then have a reasonable period to respond or provide additional information if necessary.

7.3 Fees and Costs of Special Master. The fees and costs of the Special Master are part of the Administrative Expenses and will be paid by Regents separately from, and in addition to, the Settlement Amount. The Parties will jointly negotiate such fees and monitor the Special Master's expenditures.

8. ATTORNEYS' FEES AND COSTS; SERVICE AWARDS

8.1 Attorneys' Fees and Costs. All attorneys' fees and costs will be paid separately by Regents, in addition to and without any reduction of the Settlement Fund. Any fee and cost award must be approved by the Court. Class Counsel will apply for an award of attorneys' fees and reimbursement of expenses after Final Approval and implementation of the Claims Procedure. Class Counsel's request for attorneys' fees and reimbursement of expenses will not exceed \$8,760,000. If the fee and cost award approved by the court is less than the amount sought by Class Counsel, this will not be a basis for setting aside this Settlement.

8.2 Service Awards. In conjunction with their application for attorneys' fees and reimbursement of expenses, Class Counsel will request that the Court approve service awards to the Class Representatives. Regents will not object to any request for a service award for each Class Representative of up to \$15,000. Any approved service award will be paid from the Settlement Fund.

9. TERMINATION

9.1 **No Right to Reversion.** Releasing Defendants have no right to reversion of any portion of the Settlement Fund unless this Agreement is not approved or fails to become effective for any reason. Under no circumstances will Regents have any right to reversion of any funds expended for Administration Expenses.

9.2 **Partial Refund.** In the event that the Agreement is not approved or fails to become effective for any reason, the Settlement Fund, including accrued interest and less Taxes or Tax Expenses paid, incurred, or due and owing in connection with the Settlement as provided for herein, will be refunded to Releasing Defendants pursuant to written instructions from counsel for Releasing Defendants.

9.3 **Election to Withdraw.** Regents will have the option to withdraw from the Settlement if the number of Settlement Class Members who exclude themselves from the Class exceeds 250. If the Settlement, other than terms pertaining to the attorneys' fees and costs and/or service awards to Class Representatives, is materially modified by any court, Releasing Defendants may, in their sole discretion to be exercised within 14 days after such a material modification, declare the Settlement void. For purposes of this paragraph, material modifications include but are not limited to any modifications to the definitions of the Releasing Plaintiffs, the Class and/or Class Members, or Released Claims. In the event that Releasing

Defendants exercise their option to withdraw from and terminate this Settlement, the Settlement proposed herein shall become void and shall have no force or effect, the Parties shall not be bound by this Settlement, and the Parties will be returned to their respective positions as of May 28, 2020.

10. GENERAL PROVISIONS

10.1 **Mutual Intent.** The Parties: (a) acknowledge that it is their intent to consummate this Agreement; and (b) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of the Agreement and to exercise their best efforts to accomplish such terms and conditions.

10.2 **Good Faith.** The Parties and their respective counsel agree that they will act in good faith and will not engage in any conduct that could frustrate the purposes of this Agreement.

10.3 **Ongoing Best Efforts to Effectuate.** The Parties agree to make their best efforts on an ongoing basis to effectuate the Monetary Relief and Equitable Relief provided for in this Agreement, as well as to defend this Agreement from any legal challenge by objection, appeal, collateral attack, or otherwise.

10.4 **No Waiver.** The waiver by one Party of any breach of this Agreement will not be deemed to be a waiver of any prior or subsequent breach. A Party's failure to exercise any rights under this Agreement shall not constitute waiver of that Party's right to exercise those rights later, except as expressly provided in this

Agreement. No delay by any Party in exercising any power or right under this Agreement will operate as a waiver of that power or right, nor will any single or partial exercise of any power or right under this Agreement preclude other or further exercises of that or any other power or right, except as expressly provided.

10.5 Making Records and Information Available. Regents has made and will continue to make records and information available to Class Counsel for purposes of enabling Class Counsel to confirm the scope of the Settlement Class, the proper Parties, and the scope and accuracy of records maintained by Regents. Such records and information shall be provided in the form of admissible evidence as reasonably necessary to effectuate the purposes of this Agreement.

10.6 Class Size Contingency. Regents has represented that there are approximately 5,000 identifiable persons in the Class based on available patient encounter data, and based on such data Regents estimates that there may be as many as 1,600 additional persons in the class who cannot be pre-identified. Plaintiffs reserve the right to withdraw from the Settlement if the actual number of Class Members is materially greater.

10.7 Authority of Class Counsel. Class Counsel, on behalf of the Class, are expressly authorized to take all appropriate action required or permitted to be taken pursuant to the Agreement to effectuate its terms. All Parties covenant and

represent that they have consulted with competent counsel prior to entering into this Agreement.

10.8 Final Resolution Without Adjudication. The Parties intend this Agreement to effect a final and complete resolution of all disputes and claims between Releasing Plaintiffs, on the one hand, and the Released Parties, on the other hand, with respect to the Litigation. The Settlement resolves claims which are contested and will not be deemed an admission by any Party as to the merits of any claim or defense. The Parties agree that during the course of the Litigation, the parties and their respective counsel at all times complied with the requirements of Federal Rule of Civil Procedure 11 and California Code of Civil Procedure § 128.7. The Parties agree that the Settlement Amount and the other terms of the settlement were negotiated in good faith by the Parties and reflect a settlement that was reached voluntarily after consultation with competent legal counsel.

10.9 No Admission of Liability. Neither this Agreement nor the Settlement embodied herein, nor any act performed or document executed pursuant to or in furtherance of the Agreement or the Settlement, (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claim, the truth of any of the allegations in the Litigation of any wrongdoing, fault, or liability of Releasing Defendants, or that Plaintiffs or any Class Members have suffered any damages, harm, or loss, or (b) is or may be deemed to be or may be

used as an admission of, or evidence of, any fault or omission on the part of Releasing Defendants in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal.

10.10 **No Court Findings on Liability.** In agreeing to this Settlement, the Parties acknowledge that this Court has not made any findings or expressed any opinion concerning the merits, validity, or accuracy of any of the allegations, claims, or defenses in the Litigation.

10.11 **Use in Other Proceedings.** The Parties will not introduce or use, or cause to be introduced or used, any provision in this Settlement, or any action taken in implementation thereof, or any statements, discussions, or communications, or any materials prepared, exchanged, issued, or used during the course of negotiations leading to this Settlement, in this Litigation or in any other judicial, arbitral, administrative, investigative, or other proceeding of whatsoever kind or nature, as evidence of any violation or lack thereof; provided, however, that any Defendant may file this Agreement and/or the Final Order and Judgment in any other action that may be brought against it in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any theory of claim or issue preclusion or similar defense or counterclaim.

10.12 **Class Member Confidentiality.** The Parties acknowledge that all claimant-identifying information shall be protected from disclosure to the full extent authorized by the relevant laws and regulations governing the protection of personal information, including but not limited to the California Financial Privacy Act and the California Insurance Information and Privacy Protection Act and the Federal Rules of Civil Procedure. Regents further acknowledges that its insurers will execute appropriate non-disclosure agreements with confidentiality protections limiting the disclosure of and protecting the confidentiality of claimant-identifying information. Consistent with California Code of Civil Procedure, section 1001, nothing in this settlement is intended to prevent the disclosure of factual information by Plaintiffs and Class Members.

10.13 **Responsibility of Settlement Class Members for Taxes.** The Parties agree the payments to Settlement Class Members are not wages, and each Settlement Class Member and Class Representative who receives a payment in connection with this Settlement will be responsible for payment of any and all federal, state or local taxes resulting from or attributable to the payment received by such Settlement Class Member or Class Representative.

10.14 **Survival of Confidentiality Agreements.** All agreements made and orders entered during the course of the Litigation relating to the confidentiality

of information, such as those designed to protect patient confidentiality and patient identifying information, will survive this Agreement.

10.15 **Applicability of California Public Records Act.** The Parties acknowledge that Regents is subject to the California Public Records Act (“CPRA”) and that this Agreement and other documents, or portions thereof, underlying the Agreement may constitute public records of a type that is generally required to be disclosed upon request, to the extent such disclosure is also consistent with Regents’ obligations under the law, including under the Information Practices Act (“IPA”), the Health Insurance Portability And Accountability Act (“HIPAA”), the Family Educational Rights And Privacy Act (“FERPA”), and all other applicable state and federal privacy laws.

10.16 **Limitation on Amendment.** The Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

10.17 **Governing Law.** This Agreement and the Exhibits hereto will be considered to have been negotiated, executed, and delivered, and to be wholly performed, in the State of California, and the rights and obligations of the parties to the Agreement will be construed and enforced in accordance with, and governed by, the substantive laws of the State of California.

10.18 **Neutral Construction.** The determination of the terms and conditions contained herein and the drafting of the provisions of this Agreement have been by mutual understanding after negotiation, with consideration by, and participation of, the Parties and their counsel. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting. Any statute or rule of construction that ambiguities are to be resolved against the drafting party will not be employed in the implementation of this Agreement, and the Parties agree that the drafting of this Agreement has been a mutual undertaking.

10.19 **Entire Agreement.** The Agreement and the Exhibits annexed hereto constitute the entire agreement among the parties hereto, and no representations, warranties or inducements have been made to any party concerning the Agreement or its Exhibits other than the representations, warranties, and covenants contained and memorialized in these documents.

10.20 **Exhibits Fully Integrated.** All of the Exhibits to the Agreement are material and integral parts hereof and are fully incorporated herein by this reference.

10.21 **Severability.** Except as otherwise provided in this Agreement, if any covenant, condition, term or other provision in this Agreement is held to be invalid, void or illegal, the same will be deemed severed from the remainder of this

Agreement and will in no way affect, impair or invalidate any other covenant, condition, term, or other provision in this Agreement. If any covenant, condition, term or other provision in this Agreement is held to be invalid due to its scope or breadth, such covenant, condition, term, or other provision will be deemed valid to the extent of the scope or breadth permitted by law.

10.22 **Authority to Execute.** Each counsel or other Person executing the Agreement or any of its Exhibits on behalf of any party hereto warrants that such Person has the full authority to do so.

10.23 **Execution in Counterparts.** The Agreement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument. A complete set of executed counterparts will be filed with the Court. Signatures sent by facsimile or sent in PDF form via e-mail will be deemed originals.

10.24 **No Prior Assignments.** The Parties represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or that are rights released or discharged in this settlement except as set forth in this Agreement.

10.25 **Binding Upon Successors and Assigns.** The Agreement will be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto.

10.26 **Continuing Jurisdiction.** The Court will retain jurisdiction with respect to implementation and enforcement of the terms of the Agreement, and all Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied in the Agreement and matters related to this Settlement.

10.27 **Condition.** This Agreement shall not be binding on the Regents unless and until the Board of Regents of the University of California has formally approved this settlement and such formal approval has been communicated to counsel for Releasing Plaintiffs.

APPROVED AND AGREED TO BY THE PARTIES AND THEIR
RESPECTIVE COUNSEL ON THE DATE NOTED BELOW.

Dated: November 6, 2020

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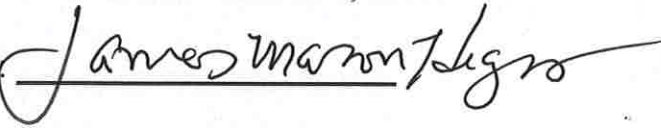
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EXHIBIT A

EXHIBIT A

CLAIMS PROCESS

The Settlement Fund will be distributed to Settlement Class Members according to a tiered claims process. The Special Master will oversee the administration of disbursements from the Settlement Fund. The Parties will have no direct role in determining individual Awards and cannot challenge the Award to any Settlement Class Member.

Eligibility

Statement of Class Membership. Settlement Class Members who can be pre-identified through UCLA's records will receive a unique claimant identifier and will be notified that their membership in the Class has been established.¹ An individual who has not been pre-identified must establish Class membership by filing a Statement of Class Membership attesting under penalty of perjury to facts demonstrating that she is a member of the Class. The Claims Administrator will set up a process for individuals to verify, including by use of the dedicated Settlement website and phone number, whether they are pre-identified as Settlement Class Members or whether their Statement of Class Membership has been accepted.

Claim Form. Settlement Class Members who elect to apply for a Tier 2 or Tier 3 Award must fill out a Claim Form. The Parties will work in good faith to develop a claim form, but the Special Master may modify the Claim Form made available to Settlement Class Members, subject to approval of the Parties.

¹ The UCLA records available for identifying Class Members cover the period from 2006 to June 28, 2018 at UCLA Medical Center; July 22, 2004 to January 21, 2010 at UCLA's student health center; and February 1, 2014 to June 28, 2018 at Dr. Heaps's medical offices at 100 UCLA Medical Plaza.

Procedures for Distribution

Tier 1. Every Settlement Class Member (defined as any Class Member who does not opt out of the Settlement) is eligible for a Tier 1 Award of \$2,500. No action is required on the part of a Settlement Class Member who has been pre-identified to receive a Tier 1 Award—no Claim Form is required. A Settlement Class Member who has not been pre-identified must submit a Statement of Class Membership to receive a Tier 1 Award.

A Settlement Class Member who accepts a Tier 1 Award remains eligible to make a Tier 2 or Tier 3 Claim. The Tier 1 Award shall be counted against any further award, but under no circumstances will a Settlement Class Member be required to return a Tier 1 Award.

Beginning not later than ten (10) days after the Effective Date, each Settlement Class Member who can be pre-identified through UCLA's existing records, will be mailed a Tier 1 Award (in the form of a check for \$2,500), representing an amount for damages for all claims advanced by the Settlement Class or that could have been advanced.

Beginning not later than ten (10) days after the Effective Date, each Settlement Class Member who has completed and returned a qualifying Statement of Class Membership signed under penalty of perjury also will be mailed a Tier 1 Award (in the form of a check for \$2,500), representing an amount for damages for all claims advanced by the Settlement Class or that could have been advanced.

Tier 2. Each Settlement Class Member has the option to submit a Claim Form describing her experience with Heaps, the impact to her, and/or the damages she suffered. That Claim Form will be reviewed by the Special Master's Team. The Special Master's Team may contact the

Claimant in writing about the information provided on the Claim Form and/or submit additional questions to the Claimant to be answered in writing. If the Panel determines that the Claim Form is credible, and that the conduct by Heaps falls outside the scope of accepted medical standards of care applicable during the relevant time, or is otherwise actionable, the Claimant shall receive an Award of \$12,500, subject to Pro Rata Adjustments. If the Panel determines that the Claimant is not entitled to a Tier 2 Award, she will nonetheless receive a Tier 1 Award.

Tier 3. Tier 3 is reserved for Settlement Class Members who want to provide further evidence (beyond the written Claim Form and written follow up questions or communications) of conduct by Heaps and its impact. In addition to the Claim Form describing her experience, the impact to her, and/or the damages she suffered, Settlement Class Members making a Tier 3 Claim will also have the opportunity to submit additional evidence of impact or damages, and will be interviewed by a member of the Special Master's Team, regarding the Settlement Class Member's experience and its impact on her. The interviewer will provide an assessment to the Panel. A Claimant may also provide other evidence of impact or damage to support her claim. Such additional evidence of impact or damage may include evidence of contemporaneous formal or informal complaints, medical expenses, or any other evidence submitted by the Claimant. Based on all information, the Panel will determine whether the Claim Form is credible, the conduct described falls outside the scope of accepted medical standards of care applicable during the relevant time, or is otherwise actionable, and based on an assessment of the emotional distress and/or bodily injury to the Claimant, the Panel will recommend an Award of no less than \$12,500 and no more than \$250,000, subject to Pro Rata Adjustments, except for Claimants who the Panel determines meet the criteria for a Supplemental Award. If the Panel determines the Claimant is not entitled to a Tier 2 or Tier 3 Award, she will nonetheless receive a Tier 1 Award.

Supplemental Award. Five Million Dollars (\$5,000,000) of the Settlement Fund will be set aside for Supplemental Awards. Based on the Panel's consideration of the evidence submitted by a Tier 3 Claimant (including the Claim Form, interview conducted by a member of the Special Master's team, and any other evidence provided), the Panel's assessment of the Claimant's emotional distress and/or bodily injury, the Panel's assessment of the Claimant's credibility, and whether the conduct described fell outside the scope of accepted medical standards of care applicable during the relevant time or was otherwise actionable, the Panel may recommend in its discretion that a Supplemental Award be awarded in extraordinary cases and when the Panel determines that additional compensation is necessary to adequately compensate the Claimant who is otherwise eligible to receive the maximum Tier 3 Award. The Panel may recommend a Supplemental Award of any amount for an individual eligible to receive a maximum Tier 3 Award so long as the total amount of all Supplemental Awards does not exceed \$5,000,000. The Panel may recommend Supplemental Awards that total up to \$5,000,000, but the Panel is not required to exhaust the total amount set aside for Supplemental Awards, and any remaining amounts will be applied to Pro Rata Adjustments, described below.

Pro Rata Adjustments

After the Panel determines all Tier 2, Tier 3, and Supplemental Awards pursuant to the procedures described above, the Claims Administrator will calculate the sum of all Awards and compare that sum to the balance of the Settlement Fund at that time.

- (a) If the sum of the Awards is *less than* the balance in the Settlement Fund, the Claims Administrator will calculate and apply the Pro Rata *Increase* to all Tier 2 and Tier 3 Awards. The Pro Rata Increase will be calculated to increase all Tier 2 and Tier 3 Awards

by the same percentage until the total sum of all Awards equals the balance of the Settlement Fund, or until all Tier 2 and Tier 3 Awards have been increased by 50%, whichever comes first. If all Tier 2 and Tier 3 Awards have been increased by 50% and the Settlement Fund is not exhausted, the Claims Administrator will distribute the balance equally among all Settlement Class Members, unless the balance would result in distributions of less than \$100 to each of those individuals, in which case the remaining balance shall be applied to increase the distributions to Tier 2 and Tier 3 Claimants.

(b) If the total sum of the Awards *exceeds* the total amount in the Settlement Fund, the Claims Administrator will calculate and apply the Pro Rata *Reduction* to all Tier 2 and Tier 3 Awards. The Pro Rata Reduction will be calculated to reduce all Tier 2 and Tier 3 Awards by the same percentage until the total sum of all Awards equals the Settlement Fund. Under no circumstances are Tier 1 Awards subject to a Pro Rata Reduction.

EXHIBIT B

EXHIBIT B

EQUITABLE RELIEF MEASURES

The parties agree equitable relief is a material component of the Settlement. The Parties further acknowledge that it is their mutual intent that the UCLA Health and the Arthur Ashe Student Health & Wellness Center (hereafter collectively “UCLA medical facilities”) medical personnel act consistently with standards recognized by applicable health oversight agencies such as the Medical Board of California and specialty societies such as the American College of Obstetricians and Gynecologists. In light of the Litigation (as defined in Paragraph 2.2 of the Agreement), and to the extent not already completed, UCLA medical facilities will implement the new procedures identified below with respect to the identification, prevention, and investigation and reporting of sexual harassment, including sexual assault, at UCLA medical facilities. Moreover, UCLA Title IX will complete ongoing investigations pursuant to applicable university policies and procedures.

Appointment of Compliance Monitor. The Senior Vice President for Ethics, Compliance and Audit Services in the University of California Office of the President, is designated to serve as “Compliance Monitor” to facilitate, oversee, and independently evaluate implementation of the measures described herein. The Compliance Monitor will assist UCLA medical facilities in establishing concrete steps and a timetable for the completion of these measures, and UCLA will describe the progress in annual reports sent to the Chancellor and UC Regents. UCLA will continue to evaluate and report on the effectiveness of the equitable relief for a period not less than three years.

New Sexual Violence/Sexual Harassment Clinical Setting Investigation Model. UCLA medical facilities will implement a new model for investigating alleged sexual harassment, including alleged sexual assault arising in the patient care context. This model will apply when there is an allegation that prohibited conduct as defined in UC’s Policy on Sexual Violence and Sexual Harassment (“SVSH Policy”) has occurred in the patient care setting. Key elements of the new model include:

- a. The Title IX Officer or designee will work with an interdisciplinary team to develop an Incident Response Plan (“IRP”) and will lead an Incident Response Team (“IRT”) to specify and carry out appropriate actions, reports, and escalations in response to allegations of prohibited conduct in the context of patient care. The IRT will receive relevant trainings on patient privacy; the SVSH Policy; the student, faculty or staff Adjudication Frameworks;¹ the UC Guidelines on Prohibited Conduct Definitions in

¹ The Adjudication Frameworks consist of the UC Policies Applying to Campus Activities, Organizations and Students (PACAOS) Appendix F: Sexual Violence and Sexual Harassment Student Investigation and Adjudication Framework for DOE-Covered Conduct (found at <https://policy.ucop.edu/doc/2710641/PACAOS-Appendix-E>), the UC Systemwide Investigation and Adjudication Framework for Senate and Non-Senate Faculty (found at <https://sexualviolence.universityofcalifornia.edu/files/documents/faculty-svsh-investigation-and-adjudication-framework.pdf>) and the UC Systemwide Investigation and Adjudication Framework for Staff and Non-Faculty Academic Personnel (<https://sexualviolence.universityofcalifornia.edu/files/documents/staff-nfap-svsh-investigation-and-adjudication-framework.pdf>).

the Context of Patient Care issued December 2019; the clinical location's incident reporting policies; medical staff and group bylaws, rules and regulations; cultural competency approaches to patient care.

- i. The IRP may include informing the relevant UCLA entities in accordance with applicable University policy (and law enforcement and the California Medical Board, if appropriate).
- b. In addition to the reporting options within UCLA medical facilities, UCLA medical facilities will notify patients of their right to report to external agencies, including but not limited to, the U.S. Department of Health and Human Services, the California Department of Consumer Affairs, and law enforcement. Notifications will be made available in languages other than English as required by University policy and applicable laws.
- c. The new model specifies that the Title IX Office has authority to recommend and oversee interim measures implemented under the SVSH Policy. The clinical locations, after consultation with the IRT, may implement additional (but not less restrictive) measures to protect patient or caregiver safety and well-being, or the integrity of the location's educational, research, and clinical programs, consistent with applicable law and accreditation standards and clinical location policy.
- d. UCLA medical facilities will comply with legally mandated reporting requirements.
- e. UCLA Health will employ two Title IX investigators, who will be appropriately trained.

Implementation of Formal Chaperone Policies. UCLA medical facilities will implement the UCLA Medical Chaperone Policy and Arthur Ashe Student Health and Wellness Center Chaperone Policy. The policies will require that a trained chaperone be present during any sensitive procedure that involves a physical examination of the breasts (female), genitalia or rectum ("Sensitive Examination"), of a patient age eight or older, unless the patient affirmatively opts out after receiving information regarding the role of the chaperone. Chaperones will report through central health system administration and not the physicians whose exams and procedures they chaperone.

- a. Chaperone Training. All medical chaperones to receive annual training on chaperone duties, and UCLA medical facilities sexual misconduct reporting. UCLA medical facilities will develop materials explaining to patients what to expect during a Sensitive Examination.

Boundaries Training. Beginning no later than July 2021, UCLA medical facilities will require that every physician credentialed or otherwise permitted to practice by UCLA medical facilities, within six months after a credentialing or recredentialing application is approved, complete and pass an in-person or online boundaries training course. Approved courses include, without limitation, those created by the American Medical Association, the Vanderbilt Center for

Professional Health, PACE, Praesidium, and PBI. UCLA medical facilities will require that every physician credentialed or otherwise permitted to perform Sensitive Examinations, within six months after a credentialing or recredentialing application is approved, complete a suitable boundaries training course reflecting best practices.

Provide Notice to Patients of Reporting Options. UCLA medical facilities websites will include links to pages notifying patients of their non-discrimination policies and of how to report sexual misconduct in the clinical setting internally and externally. UCLA medical facilities will display in plain language information about reporting inappropriate conduct by a healthcare provider.

Revision of Credentialing and Recredentialing Applications. During the credentialing or recredentialing process for individuals applying to the medical staffs or medical groups of UCLA medical facilities, or for credentials to independently practice as advance practice nurses or physician assistants, UCLA medical facilities will include questions inquiring as to whether any allegation of sexual misconduct has been substantiated against the applicant through a formal investigation and whether the applicant has been subject to certain adverse actions relating to allegations of sexual misconduct, consistent with applicable state and federal law. UCLA medical facilities will develop guidance that will lay out a process for evaluating and adjudicating affirmative responses that protect the UCLA medical facilities patient community while preserving applicants' due process rights.

Due Diligence Requirements. If UCLA Health wishes to acquire any physician or group practice, they will, when conducting due diligence, ask about policies, educational programs, monitoring and auditing activities relating to sexual misconduct; current or past allegations related to sexual misconduct; and related pending or potential claims, investigations, reports, judgments, and settlements.

Compliance with Settlement Agreement. UCLA medical facilities will undertake and implement the actions required hereunder for a minimum of three years. A copy of the Compliance Monitor's annual report concerning implementation of the measures described herein will be provided to Class Counsel on or before the date the report is delivered to the Chancellor and UC Regents. Class Counsel will have standing to seek relief from the Court if they believe there is material non-compliance on the part of UCLA medical facilities. Class Counsel will not initiate an action to enforce any obligation hereunder unless they have first met and conferred with counsel for UC Regents and UC Regents has had a reasonable opportunity to cure any alleged deficiency.

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. James Heaps at UCLA medical facilities may be eligible to participate in a class action settlement.

- A settlement has been reached with Regents of the University of California (“Regents”) and with Dr. James M. Heaps, M.D. (“Dr. Heaps”) (collectively “Defendants”) in a class action lawsuit. Plaintiffs allege in the lawsuit that Dr. Heaps assaulted, abused, and engaged in harassing and offensive behavior towards female patients while he was an obstetrician and gynecologist at UCLA medical facilities and that Regents failed to respond appropriately.
- The settlement provides a \$73,000,000 fund for the benefit of female patients of Dr. Heaps who were seen for treatment by Dr. Heaps (1) at UCLA Medical Center (currently known as Ronald Reagan UCLA Medical Center) from January 1, 1986 to June 28, 2018, (2) at UCLA’s student health center (currently known as Arthur Ashe Student Health and Wellness Center) from January 1, 1983 to June 30, 2010, or (3) at Dr. Heaps’s medical offices at 100 UCLA Medical Plaza from February 1, 2014 to June 28, 2018. As part of the settlement, Regents will ensure improved operating and oversight procedures for identification, prevention, and reporting of sexual conduct in the clinical setting, including: implementing a new investigation model for sexual harassment/sexual assault; improved chaperone policies; notice to patients of reporting options; training for UCLA medical facilities personnel on provider-patient boundaries and on conducting sensitive examinations; enhanced due diligence during the credentialing and recredentialing process and in connection with UCLA Health’s acquisition of a physician or group practice; and appointment of a compliance monitor to facilitate, oversee, and evaluate implementation of these institutional changes. A complete description of the changes Regents is implementing can be found on the settlement website at www.UCLAHeapsSettlement.com.
- The Defendants deny all charges of wrongdoing and liability.
- Your legal rights are affected whether or not you act. This Notice contains information about the settlement and the lawsuit. Please read this entire Notice carefully.

QUESTIONS? CALL 1-888-921-0726 TOLL FREE OR VISIT WWW.UCLAHEAPSETTLEMENT.COM
PARA UNA NOTIFICACIÓN EN ESPAÑOL, VISITE WWW.UCLAHEAPSETTLEMENT.COM O LLAME 1-888-921-0726

YOUR LEGAL RIGHTS AND OPTIONS		
		<u>DUE DATE</u>
DO NOTHING	If you are a class member and do nothing you will get no payment and give up the right to sue the defendants about the claims in this case.	
SUBMIT A CLAIM FORM	<p>If you are a class member and didn't receive a Notice by mail or email with a Claimant ID Number on the upper left-hand corner, you can only get a payment if you submit a Statement of Class Membership (available at www.UCLAHeapsSettlement.com). All Statements of Class Membership will be subject to verification.</p> <p>You can also choose to submit a Tier 2 or Tier 3 claim describing your experience as a patient of Dr. Heaps. Depending on the information you provide and whether you are willing to be interviewed, you could receive up to \$250,000 (or more in exceptional circumstances), subject to <i>pro rata</i> adjustment up or down.</p> <p>For more information about submitting a Tier 2 or 3 claim, and your choices, see the answers to questions 8-10 below.</p> <p>If you submit a claim you give up your rights to sue the defendants about the claims in this case.</p>	Month Day, 20__
EXCLUDE YOURSELF	You will not be included in the settlement. You will receive no benefits and you will keep any rights you currently have to sue the Defendants about the claims in the case.	Month Day, 20__
OBJECT	If you do not exclude yourself, and if you disagree with the settlement, you can write to the Court to explain your objection.	Month Day, 20__
GO TO A HEARING	Ask to speak in court about the fairness of the settlement.	Month Day, 20__ at XX:XX a.m./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 after any appeals are resolved.
- For updates visit www.UCLAHeapsSettlement.com.

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BASIC INFORMATION

1. Why did I get this Notice?

If you are a woman who was seen for treatment by Dr. James M. Heaps at (1) UCLA's student health center (now Arthur Ashe Student Health and Wellness Center) from January 1, 1983 to June 30, 2010; (2) UCLA Medical Center (now Ronald Reagan UCLA Medical Center) from January 1, 1986 to June 28, 2018; or (3) Dr. Heaps's medical offices at 100 UCLA Medical Plaza from February 1, 2014 to June 28, 2018, 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 of 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?

During varying periods of time between January 1, 1983 and June 28, 2018, Dr. James Heaps provided obstetric and gynecological services at certain UCLA medical facilities. Plaintiffs allege that Dr. Heaps sexually assaulted, abused and engaged in harassing and offensive behavior towards his female patients. Plaintiffs further allege that UCLA supervisors and administrators were repeatedly informed of Dr. Heaps'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 *A.B. et al. v. Regents of the University of California et al.*, No. 2:20-CV-09555-RGK (C.D. Cal.). The judge is R. Gary Klausner of the United States District Court for the Central District of California.

4. Why is there a Settlement?

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

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WHO IS IN THE SETTLEMENT?

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

You are a class member, and are included in the settlement, if you are a woman who was seen for treatment by Dr. James M. Heaps: (1) at UCLA Medical Center (now Ronald Reagan UCLA Medical Center) from January 1, 1986 to June 28, 2018; (2) at UCLA's student health center (now Arthur Ashe Student Health and Wellness Center) from January 1, 1983 to June 30, 2010; or (3) at Dr. Heaps's medical offices at 100 UCLA Medical Plaza from February 1, 2014 to June 28, 2018.

6. What should I do if 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 1-888-921-0726 or sending an email to info@UCLAHeapsSettlement.com. More details about the class, its claims and the settlement can be found in the settlement agreement and other documents available on the settlement website, www.UCLAHeapsSettlement.com.

BENEFITS OF THE SETTLEMENT — WHAT YOU GET

7. What does the Settlement provide?

Monetary Benefits

Defendants will pay \$73,000,000 to settle the lawsuit. This fund will be used to pay class member claims. (See the answers to questions 8-10 below.) The fund will also be used to pay any class representative service award(s) approved by the Court.

Separate from and in addition to the \$73,000,000 fund, Defendants will pay the costs of notifying class members and administering the settlement, including compensating the members of a three-person panel, comprised of a court-appointed special master, a forensic psychologist/psychiatrist, and an OB/GYN, who will decide how much individual class members receive. Defendants will also pay attorneys' fees and expenses of counsel for the plaintiffs. Settlement benefits will not be reduced to pay attorneys' fees.

Institutional Changes at UCLA

In addition to monetary benefits, the settlement requires the Regents to ensure that UCLA medical personnel act consistently with standards recognized by applicable health oversight agencies such as the Medical Board of California and specialty societies such as the American College of Obstetricians and Gynecologists. The Regents will adopt and implement written operating and oversight procedures for identification, prevention, and reporting of sexual conduct at UCLA medical facilities, including:

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- implementing a new model for investigating alleged sexual harassment, including alleged sexual assault arising in the patient care context;
- updated chaperone policies that, among other things, require annual chaperone training allow chaperones to report through central health system administration and not the physicians whose exams and procedures they chaperone;
- requiring that (i) every physician credentialed or otherwise permitted to practice by UCLA medical facilities will complete a boundaries training course; and (ii) every physician credentialed or otherwise permitted to perform sensitive examinations will complete a training course reflecting best practices for such examinations;
- improving notice to patients of how to report sexual misconduct in the clinical setting.
- enhancing due diligence during the credentialing and recredentialing process and in connection with UCLA Health's acquisition of a physician or group practice, aimed at protecting patient safety; and
- appointing the Senior Vice President for Ethics, Compliance and Audit Services in the University of California Office of the President, as "Compliance Monitor" to facilitate, oversee, and independently evaluate implementation of the institutional changes at UCLA required under the settlement.

More details about these institutional changes can be found at www.UCLAHeapsSettlement.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 options are as follows:

Tier 1 Award: Every settlement class member is eligible for a Tier 1 Award payment of \$2,500, and possibly more.

- (i) Settlement class members who could be pre-identified through UCLA's records were assigned a unique Claimant ID Number. If you received a Notice with a Claimant ID Number on the upper left-hand corner of each page, your membership in the class is established. UCLA's records cover the period from 2006 to June 28, 2018 at UCLA Medical Center; July 22, 2004 to January 21, 2010 at UCLA's student health center; and February 1, 2014 to June 28, 2018 at Dr. Heaps's medical offices at 100 UCLA Medical Plaza.
- (ii) If you have not been pre-identified as a class member, you must submit a Statement of Class Membership attesting to facts showing that you are a member of the class. You can find and submit this statement on the settlement website, www.UCLAHeapsSettlement.com.
- (iii) Each settlement class member who can be identified through UCLA's records, or who submits a valid Statement of Class Membership, will be mailed a Tier 1 check. This Tier 1 payment will be mailed even if you also submit a Tier 2 or Tier 3 Claim Form.

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- (iv) A settlement class member who accepts a Tier 1 Award remains eligible to make a Tier 2 or Tier 3 Claim, as described below. The Tier 1 Award shall be counted against any further awards, but under no circumstances will a settlement class member be required to return a Tier 1 Award.

Tier 2 Claim: Each settlement class member can also choose to submit an online or written Tier 2 Claim Form describing your experience with Dr. Heaps, the impact on you, and/or the emotional distress and/or bodily injury you suffered. **Submitting a Tier 2 Claim is optional and if you qualify as a settlement class member, you will be sent the Tier 1 Award even if you do not submit a Tier 2 Claim.**

Each Tier 2 Claim will be reviewed by an impartial three-person panel that includes a court-appointed special master, a forensic psychologist/psychiatrist, and an OB/GYN.

If you submit a Tier 2 Claim, the panel may ask you additional questions, to be answered in writing. If that happens, you may decline to answer, although doing so could affect your eligibility for a Tier 2 Award.

If the panel determines that the Tier 2 Claim is credible, and that the conduct by Dr. Heaps fell outside the scope of accepted medical standards of care applicable during the relevant time, or is otherwise actionable, you will be awarded an additional payment of \$10,000 (for a total Tier 2 Award payment of \$12,500), subject to *pro rata* adjustment up or down as detailed below. If the panel determines you are not entitled to a Tier 2 Award, you will still receive the Tier 1 Award.

Tier 3 Claim: Tier 3 Claims are for settlement class members who wish to provide further evidence—beyond the Tier 3 Claim and any written follow-up answers—of conduct or statement(s) by Dr. Heaps and their impact. In addition to a Tier 3 Claim Form describing your experience, the impact on you, and/or the emotional distress and/or bodily injury you suffered, you may submit additional evidence of impact or damages, which may include, for example, evidence of medical expenses or of previous formal or informal complaints. You will also be interviewed by a member of the special master’s team about your experience and its impact on you. The interviewer will then provide an assessment to the panel. The interviewer will be a neutral, trained specialist. The purpose of the interview is to collect information about your claim—the interview is not a cross-examination. **Submitting a Tier 3 Claim is optional and if you qualify as a settlement class member, you will be sent the Tier 1 Award even if you do not submit a Tier 3 Claim.**

Based on all information provided, the panel will determine whether each Tier 3 Claim is credible and may award you a Tier 3 Award between \$12,500 and \$250,000, subject to *pro rata* adjustment up or down as detailed below. The panel will determine Tier 3 claim eligibility and awards by assessing whether the conduct described falls outside the scope of accepted medical standards of care applicable during the relevant time, or is otherwise actionable, and based on an assessment of the emotional distress and/or bodily injury to you.

In addition, \$5,000,000 of the settlement fund will be set aside for Supplemental Awards to Tier 3 claimants. Based on the panel's consideration of the evidence submitted by a Tier 3 claimant (including the Tier 3 Claim Form, interview conducted by a member of the special master's team, and any other evidence provided), the panel's assessment of the claimant's emotional distress and/or bodily injury, the panel's assessment of the claimant's credibility, and whether the conduct described fell outside the scope of accepted medical standards of care applicable during the relevant time or was otherwise actionable, the panel may determine in its discretion to make a Supplemental Award in extraordinary cases and when the panel determines that additional compensation is necessary to adequately compensate a claimant who is otherwise eligible to receive the maximum Tier 3 Award. The panel may decide on a Supplemental Award of any amount for an individual eligible to receive a maximum Tier 3 Award, as long as the total amount of all Supplemental Awards does not exceed \$5,000,000.

If the panel determines that you are not entitled to a Tier 3 Award, you will still be sent the Tier 1 Award if you are confirmed to be a settlement class member.

Pro Rata Adjustments. If the total of all Tier 1, 2 and 3 Awards is less than the settlement amount of \$73,000,000, Tier 2 and Tier 3 Awards will be increased *pro rata* (by the same percentage) until the settlement amount is reached or all Tier 2 and 3 Awards have been increased by 50%, whichever comes first. If all Tier 2 and Tier 3 Awards have been increased by 50% and the settlement fund is not exhausted, the balance will be distributed equally among all settlement class members, unless doing so would result in distributions of less than \$100 per claimant, in which case the remaining balance will be applied to increase the distributions to Tier 2 and Tier 3 Claimants.

If the total payments for all Tier 1, 2 and 3 Awards exceeds the settlement amount of \$73,000,000, all Tier 2 and 3 Awards will be decreased *pro rata* (by the same percentage) until the Settlement Amount is reached. Tier 1 Awards will not be reduced.

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 Settlement payment(s)?

Tier 1 Awards

If you are a class member and you didn't receive a Notice by mail or email with a Claimant ID Number on the upper left-hand corner, to receive a Tier 1 Award you must submit a Statement of Class Membership attesting to facts demonstrating you are a member of the class. All Statements of Class Membership will be subject to verification. You can find the Statement of Class Membership on the settlement website, www.UCLAHeapsSettlement.com. You may also request the Statement of Class Membership by email at info@UCLAHeapsSettlement.com or by phone at 1-888-921-0726. You can also submit a Statement of Class Membership on the settlement website, or you can mail it to:

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UCLA Heaps Settlement
c/o JND Legal Administration
P.O. Box 91386
Seattle, WA 98111

Each settlement class member who can be identified through UCLA's records, or who submits a valid Statement of Class Membership, will be mailed a Tier 1 Award.

Tier 2 and Tier 3 Awards

To be eligible for a Tier 2 or Tier 3 Award, you must complete and submit a Tier 2 and Tier 3 Claim Form, including supporting evidence for a Tier 3 Claim. The Tier 2 and Tier 3 Claim Form is available on the settlement website, www.UCLAHeapsSettlement.com, and you may also request a Tier 2 and Tier 3 Claim Form by email at info@UCLAHeapsSettlement.com or by phone at 1-888-921-0726. Claim Forms can be completed and submitted to the Settlement Administrator online through the settlement website at www.UCLAHeapsSettlement.com or mailed to UCLA Heaps Settlement, c/o JND Legal Administration, P.O. Box 91386, Seattle, WA 98111. For your claim to be valid and timely, your Tier 2 and Tier 3 Claim Form **must be received by the Settlement Administrator via the settlement website (www.UCLAHeapsSettlement.com) or postmarked by mail no later than Month Day, 20__** [120 days from Notice mailing].

All claims and submissions in the settlement will be kept confidential by the Settlement Administrator, the panel, the special master, and the special master's team, and will be destroyed after the claims process is over and the settlement fund has been fully distributed. Class counsel will seek an order from the Court, called a Qualified Protective Order that will authorize disclosure of information under the Health Insurance Portability and Accountability Act ("HIPAA") for purposes of identifying and resolving any potential medical liens that may be asserted against settlement class members' claim awards. Certain information also is required to be provided to defendants' insurers, and the insurers will keep the information strictly confidential.

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

Payments will not be made until the Court grants final approval of the settlement and any objections or appeals are resolved in favor of the settlement. Updates will be provided on the settlement website, www.UCLAHeapsSettlement.com, and can also be obtained by contacting the Settlement Administrator by email at info@UCLAHeapsSettlement.com or by phone toll-free at 1-888-921-0726. Please be patient. Please do not contact the Court directly.

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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 settlement agreement. You will also be bound by any decisions of 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 non-monetary benefits, the Defendants will be released from claims relating to the conduct alleged in this lawsuit. Defendants will not be released from claims (i) based on actions by any medical practitioner at UCLA medical facilities unrelated to matters alleged in the Litigation in connection with Dr. Heaps, or (ii) medical malpractice or negligence by Dr. Heaps unrelated to any sexual conduct or physician/patient boundary allegations against Dr. Heaps, or (iii) medical malpractice or negligence by Dr. Heaps unknown to you as of the deadline to opt out of the settlement. The settlement agreement describes the released claims in further detail in section 2.30. Please read that agreement carefully since those releases will be binding on you as a class member if the Court grants final approval of the settlement. If you have any questions, you can talk with class counsel free of charge or you may talk with your own lawyer (at your own expense). The settlement agreement and releases are available at www.UCLAHeapsSettlement.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a payment from the settlement, but you want to keep the right to sue the Defendants, then you must take steps to get out of the settlement class. This is called asking to be excluded from or "opting out" of the settlement class.

12. How do I get out of the Settlement?

To exclude yourself from the settlement, you must send a letter to the Settlement Administrator stating that you wish to be excluded. Your written exclusion request must include the following:

- Your full name, address, and telephone number;
- The following statement:
I want to be excluded from *A.B. v. Regents*, No. 2:20-CV-09555-RGK (C.D. Cal.), and understand that by excluding myself, I will not be able to get any money or benefits from the settlement.
- Your handwritten signature.

You must mail your written exclusion request, **postmarked no later than Month Day, 20__** [90 days from Notice mailing] to:

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UCLA Heaps Settlement
c/o JND Legal Administration
P.O. Box 91387
Seattle, WA 98111

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 *A.B. v. Regents*, No. 2:20-CV-09555-RGK (C.D. Cal.). If you have a pending lawsuit against any of the Defendants, please speak to your lawyer as soon as possible; you will 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.

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:

<p>Daniel C. Girard GIRARD SHARP LLP 601 California Street, Suite 1400 San Francisco, CA 94108 Phone: 415-981-4800 Email: dgirard@girardsharp.com</p>	<p>Amy M. Zeman GIBBS LAW GROUP LLP 505 14th Street, Suite 1110 Oakland, CA 94612 Phone: 510-350-9700 Email: amz@classlawgroup.com</p>
<p>Elizabeth A. Kramer ERICKSON KRAMER OSBORNE LLP 182 Howard Street San Francisco, CA 94105 Phone: 415-635-0631 Email: elizabeth@eko.law</p>	

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You will not be charged for contacting these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

16. How will the lawyers be paid?

Class counsel will ask the Court for payment of attorneys' fees and incurred expenses up to \$8,760,000 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.

Class Counsel will file a motion for attorney's fees and expenses after the claims process is complete and awards have been made to all claimants. The claims process may take six months or more after the settlement becomes effective. When class counsel's motion for attorneys' fees and expenses is filed, it will be posted at www.UCLAHeapsSettlement.com. You have the right to comment in support of or in opposition (object) to the fee request.

OBJECTING TO THE SETTLEMENT

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

If you are a settlement class member and 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 approval of 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 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 case name and number (*A.B. v. Regents*, No. 2:20-CV-09555-RGK (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 objecting class member intends to personally appear and/or testify at the fairness hearing; (e) include the name and contact information of any and all attorneys representing, advising, or assisting the objecting class member; (f) state whether any attorney will appear on the objecting class member's behalf at the fairness hearing, and if so, the identity of that attorney; (g) be submitted to the Court by mailing to the Clerk, United States District Court for the Central District of California, Roybal Federal Building and U.S. Courthouse, 255 East Temple Street, Los Angeles, CA 90012, or by filing 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, 20__** [90 days from Notice mailing].

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You can also submit a statement in support of the settlement by writing to the Court at the address above.

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

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

By objecting to the settlement, you are telling the Court that you 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.

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, 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 fairness hearing on Month Day, ____ at XX:XX a.m. at the United States District Court, Central District of California, Roybal Federal Building and U.S. Courthouse, 255 East Temple Street, 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>, check the settlement website, www.UCLAHeapsSettlement.com, or call (1-888-921-0726) or email the Settlement Administrator (info@UCLAHeapsSettlement.com) to confirm the date of the hearing.

At the fairness hearing, the Court will consider whether the proposed settlement is fair, reasonable, and adequate. 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 send an objection or comment in support of 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.

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PARA UNA NOTIFICACIÓN EN ESPAÑOL, VISITE WWW.UCLAHEAPSETTLEMENT.COM O LLAME 1-888-921-0726

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, you will receive a Tier 1 Award payment from the settlement if UCLA's records show you are a class member, and you will be bound by the Court's final judgment and the release of claims detailed in the settlement agreement.

GETTING MORE INFORMATION

23. How do I get more information?

This Notice summarizes the settlement and your rights and options. More details are contained in the settlement agreement. You can get copies of the settlement agreement and more information about the settlement on the settlement website, www.UCLAHeapsSettlement.com. You also may also contact the Settlement Administrator by email at info@UCLAHeapsSettlement.com, by phone toll-free at 1-888-921-0726, or by mail at UCLA Heaps Settlement, c/o JND Legal Administration, P.O. Box 91386, Seattle, WA 98111.

For a more detailed statement of the matters involved in the litigation and the settlement, you may review the various documents on the settlement website, www.UCLAHeapsSettlement.com, and/or by visiting (during business hours) the clerk's office at the United States District Court for the Central District of California, Roybal Federal Building and U.S. Courthouse, 255 East Temple Street, Los Angeles, CA 90012, File: *A.B. v. Regents*, No. 2:20-CV-09555-RGK, 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 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

QUESTIONS? CALL 1-888-921-0726 TOLL FREE OR VISIT WWW.UCLAHEAPSETTLEMENT.COM
PARA UNA NOTIFICACIÓN EN ESPAÑOL, VISITE WWW.UCLAHEAPSETTLEMENT.COM O LLAME 1-888-921-0726

EXHIBIT C-1

**Must be received online
or postmarked by mail no
later than [Month Date
Year]**

UCLA HEAPS SETTLEMENT
C/O JND LEGAL ADMINISTRATION
P.O. BOX 91386
SEATTLE, WA 98111
WWW.UCLAHEAPSETTLEMENT.COM

UCL

**You may submit your Statement of Class Membership online at
www.UCLAHeapsSettlement.com**

STATEMENT OF CLASS MEMBERSHIP

INSTRUCTIONS



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

If you did not receive a Settlement Notice by mail or email containing a Claimant ID Number, you must complete this Form if you meet the Settlement Class definition below and wish to participate in the Settlement:

Female patients of Dr. Heaps who were seen for treatment by Dr. Heaps (1) at UCLA Medical Center (currently known as Ronald Reagan UCLA Medical Center) from January 1, 1986 to June 28, 2018, (2) at UCLA's student health center (currently known as Arthur Ashe Student Health and Wellness Center) from January 1, 1983 to June 30, 2010, or (3) at Dr. Heaps's medical offices at 100 UCLA Medical Plaza from February 1, 2014 to June 28, 2018.

THIS IS NOT A CLAIM FORM. Use this Form if you believe you are a member of the Class but did not receive a Claimant ID. If you are confirmed as a Settlement Class Member, you will receive a Tier 1 Award of \$2,500.

IF YOU ALSO WISH TO SUBMIT A TIER 2 OR TIER 3 CLAIM, YOU MUST FILL OUT THE TIER 2 AND TIER 3 CLAIM FORM, available at www.UCLAHeapsSettlement.com.

SECTION 1: CLAIMANT INFORMATION

1. CLAIMANT NAME:	First	Middle	Last
2. OTHER NAMES USED:			
3. DATE OF BIRTH:			
	Month	Day	Year

4. SOCIAL SECURITY NUMBER, TAXPAYER ID OR FOREIGN ID NUMBER (IF NOT A U.S. CITIZEN):	<div><div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div><div>-</div><div><div></div><div></div><div></div><div></div><div></div><div></div></div><div>-</div><div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div><div>or</div><div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div></div>		
5. CURRENT ADDRESS:	Street Address 1		
	Street Address 2		
	City	State	ZIP Code
	Country		
6. TELEPHONE NUMBER:	<div><div><div><div></div><div></div><div></div><div></div></div><div>(</div><div></div><div></div><div></div><div>)</div></div><div>-</div><div><div></div><div></div><div></div><div></div><div></div><div></div></div><div>-</div><div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div></div> <div>Area Code</div>		
7. IS IT OKAY TO LEAVE YOU A MESSAGE ON THIS PHONE NUMBER?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>		
8. EMAIL ADDRESS:			
9. WERE YOU EVER A UCLA STUDENT?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>		
10. IF YES, PROVIDE YOUR DATES OF ENROLLMENT AND SCHOOL/DEPARTMENT:	<div>From: _____ To: _____</div> <div>Month and YearMonth and Year</div> <div>School/Department:</div> <div>_____</div>		

ATTORNEY REPRESENTATION (IF APPLICABLE)

1. ATTORNEY NAME:	First	M.I.	Last
2. LAW FIRM NAME:			
3. LAW FIRM MAILING ADDRESS:	Street Address 1		
	Street Address 2		
	City		
	State		
	ZIP Code		
4. ATTORNEY TELEPHONE:	() - - Area Code		
5. ATTORNEY EMAIL ADDRESS:			
WHAT IS YOUR PREFERRED LANGUAGE?			

SECTION 2: CLAIMANT STATEMENT

I was seen for treatment by Dr. Heaps (1) at UCLA Medical Center (currently known as Ronald Reagan UCLA Medical Center) from January 1, 1986 to June 28, 2018, (2) at UCLA's student health center (currently known as Arthur Ashe Student Health and Wellness Center) from January 1, 1983 to June 30, 2010, or (3) at Dr. Heaps's medical offices at 100 UCLA Medical Plaza from February 1, 2014 to June 28, 2018.

Therefore, I claim to be a Settlement Class Member. Specifically, my visit(s) with Dr. Heaps occurred on or about the following date(s), and at the following locations:

<u>Date (mm/dd/yyyy)</u>	<u>Location of Visit</u>

If you have any documentation of any of the visits you listed above (e.g., appointment confirmations, invoices, etc.), please attach copies.

You may be eligible even if you do not have any documentation, however, the Claims Administrator may contact you to request additional information.

SECTION 3: CLAIMANT SIGNATURE

I hereby certify that the information provided in this Statement of Class Membership is true and accurate to the best of my knowledge. I do not object to any resulting disclosures or to the resolution of any potential Liens on my behalf. I understand that the Claims Administrator may contact me regarding the information I provided, and that providing false or misleading information may result in the rejection of my Claim.

Signature

Printed Name (First, Middle, and Last)

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

You may file this Statement of Class Membership by mailing to the Settlement Administrator at UCLA Heaps Settlement, c/o JND Legal Administration, P.O. Box 91386, Seattle, WA 98111 or you may file your claim online through the Settlement Website at www.UCLAHeapsSettlement.com.

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

EXHIBIT C-2

**Must be received online
or postmarked by mail no
later than [Month Date
Year]**

UCLA HEAPS SETTLEMENT
C/O JND LEGAL ADMINISTRATION
P.O. BOX 91386
SEATTLE, WA 98111
WWW.UCLAHEAPSSETTLEMENT.COM

UCL

You may submit your Claim Form online at www.UCLAHeapsSettlement.com

TIER 2 AND TIER 3 CLAIM FORM

GENERAL INSTRUCTIONS

Please review the following instructions before proceeding.

You may make a Tier 2 or Tier 3 claim, but not both. In deciding whether to make a Tier 2 or Tier 3 claim, please note:

- To make a Tier 2 or 3 claim, you must fill out Sections 1 through 3, 5 and 6.
- To make a Tier 3 claim, you also need to fill out Section 4, and you will be interviewed by a trained specialist from the Special Master's Team.
- A compensable Tier 2 claim will result in a total award of \$12,500 (subject to *pro rata* adjustment).
- A compensable Tier 3 claim will result in a total award of between \$12,500 and \$250,000, based on an evaluation by the Panel of the information provided in the claim form, during the interview, and in additional evidence of impact or damages.
- The Panel may give a supplemental award in extraordinary cases if the Panel determines that additional compensation is necessary to adequately compensate a claimant who is otherwise eligible to receive the maximum Tier 3 Award. The supplemental award is at the Panel's discretion; you do not need to take any specific action to apply, aside from making a Tier 3 claim.

Please note, if you are a Settlement Class Member, you are eligible for a guaranteed minimum Tier 1 payment regardless of whether you make a Tier 2 or Tier 3 Claim. Please see the Settlement website at www.UCLAHeapsSettlement.com for additional information.

ATTORNEY REPRESENTATION (IF APPLICABLE)

1. ATTORNEY NAME:	First	M.I.	Last
2. LAW FIRM NAME:			
3. LAW FIRM MAILING ADDRESS:	Street Address 1		
	Street Address 2		
	City		
	State		
	ZIP Code		
4. ATTORNEY TELEPHONE:	() - - Area Code		
5. ATTORNEY EMAIL ADDRESS:			

WHAT IS YOUR PREFERRED LANGUAGE?	
---	--

SECTION 2: SELECT CLAIM TYPE

Please select **ONE** of the following claim options:

- ☐ **Tier 2 Claim** I choose to make a Tier 2 claim and complete this claim form only, to apply for an additional \$10,000 award (for a total award of \$12,500). I understand the Special Master's Team may contact me in writing about the information provided on the Claim Form and I may be asked to answer questions in writing, but I will not be required to give an interview.
- ☐ **Tier 3 Claim** I choose to make a Tier 3 claim and complete this claim form, and provide any documentation I have to support my claim, and give a confidential interview to a member of the Special Master's Team to provide as much information as possible about my claim. I understand I may qualify for additional payment for a total award of \$12,500 to \$250,000. I understand I may also be eligible for a supplemental award.

SECTION 3: QUESTIONS FOR TIER 2 AND 3 CLAIMANTS

Please provide complete responses to the questions below. You may use additional sheets of paper to describe your experiences. If you would like help filling out this Claim Form, Class Counsel are available to help at no cost to you. For assistance from Class Counsel, call 1-888-921-0726 and select Option [X] or email ClassCounsel@UCLAHeapsSettlement.com.

For each date that you were seen by Dr. James Heaps, please answer the questions below. Please be as specific as possible.

1. To the best of your recollection, provide the date(s) and location(s) for each of your appointment(s) with Dr. Heaps.

<u>Date(s):</u>	<u>Location(s):</u>

2. Do you believe Dr. Heaps engaged in sexual misconduct toward you?

Yes: ☐ **No:** ☐

For purposes of this Claim Form, “sexual misconduct” means conduct that is of a sexual nature, and either not medically necessary or not within an acceptable standard of care, including but not limited to sexually suggestive questions, statements, or gestures; touching any part of the body with the hands or with an object for sexual stimulation or gratification; and penetration with the hands or with an object for sexual stimulation or gratification.

3. If yes, list the visit(s) below at which you allege that Dr. Heaps engaged in sexual misconduct toward you.

[illegible]

4. For each of the visits at which you allege sexual misconduct occurred, describe the visit in as much detail as possible, including any conduct that you believe was inappropriate and how you felt at the time. Use additional sheets if needed.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Yes: ☐ **No:** ☐

[illegible]

8. Did you post any reviews or comments online related to Dr. Heaps?Yes: ☐ No: ☐**9. If yes, list below to the best of your recollection where you made the post, the approximate date, and the general content of the post.****Date:****Location:****Date:****Location:****Date:****Location:**

SECTION 4: QUESTIONS FOR TIER 3 CLAIMANTS ONLY

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

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

12. Describe how any emotional distress or physical pain or discomfort has affected you, including how it has affected your romantic relationship(s) and social functioning, work functioning, or other important aspects of daily life, including impact on sleep, irritability, concentration, eating, and any other activities and emotions, and how that impact has changed over time.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper has a slight shadow on the right side, suggesting it's resting on a surface.

13. Have you sought counseling in connection with the injuries or emotional distress associated with your visit(s) to Dr. Heaps?

Yes: ☐ **No:** ☐

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

<u>Date:</u>		<u>Name of Professional:</u>	
Nature of Treatment: _____ _____ _____ _____ _____ _____			

<u>Date:</u>		<u>Name of Professional:</u>	
Nature of Treatment: _____ _____ _____ _____ _____ _____			
<u>Date:</u>		<u>Name of Professional:</u>	
Nature of Treatment: _____ _____ _____ _____ _____ _____			
<u>Date:</u>		<u>Name of Professional:</u>	
Nature of Treatment: _____ _____ _____ _____ _____ _____			
<u>Date:</u>		<u>Name of Professional:</u>	
Nature of Treatment: _____ _____ _____ _____ _____ _____			

<u>Date:</u>		<u>Name of Professional:</u>	
Nature of Treatment: _____ _____ _____ _____ _____ _____			
15. Have you sought other treatment of any kind in connection with the injuries or emotional distress associated with your visit(s) to Dr. Heaps? Yes: <input type="checkbox"/> No: <input type="checkbox"/>			
16. If yes, please describe below. Anyone listed below will not be contacted without your permission.			
<u>Date:</u>		<u>Name of Professional:</u>	
Nature of Treatment: _____ _____ _____ _____ _____ _____			
<u>Date:</u>		<u>Name of Professional:</u>	
Nature of Treatment: _____ _____ _____ _____ _____ _____			

<u>Date:</u>		<u>Name of Professional:</u>	
Nature of Treatment: _____ _____ _____ _____ _____ _____			
<u>Date:</u>		<u>Name of Professional:</u>	
Nature of Treatment: _____ _____ _____ _____ _____ _____			
<u>Date:</u>		<u>Name of Professional:</u>	
Nature of Treatment: _____ _____ _____ _____ _____ _____			
<u>Date:</u>		<u>Name of Professional:</u>	
Nature of Treatment: _____ _____ _____ _____ _____ _____			

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

<u>Expenses:</u>	<u>Supporting Documents Attached?</u>
	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
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	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
	Yes: <input type="checkbox"/> No: <input type="checkbox"/>

18. Please provide any additional information you believe is relevant or useful for the Panel to know.

B. MEDICAID

1. If you are currently enrolled in a state Medicaid Program, provide the following information:

Medical ID Number: | | | | | | | | | | | | | | | | | |

State of Issuance: | | |

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

2. If you have been enrolled in any other state Medicaid Program at any time, provide the following information:

Medical ID Number: | | | | | | | | | | | | | | | | | |

State of Issuance: | | |

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

C. DEPARTMENT OF VETERANS AFFAIRS, TRICARE, OR INDIAN HEALTH SERVICE

If you are now enrolled, or have been enrolled at any time, in any of the following programs, provide the required information about each program:

☐ **Department of Veterans Affairs Healthcare or Prescription Drug Benefits**

Claim Number:

| | | | | | | | | | | | | | | | | | | | | |

Enrollment Dates: | | | / | | | / | | | | | | **TO** | | | / | | | / | | | | | |
(Month/Day/Year) (Month/Day/Year)

Branch: | | | | | | | | | | | | | | | | | | | | | |

Sponsor: | | | | | | | | | | | | | | | | | | | | | |

Sponsor SSN: | | | | | - | | | | | - | | | | |

Tribe: | | | | | | | | | | | | | | | | | | | | | |

Treating Facility: | | | | | | | | | | | | | | | | | | | | | |

☐ **TRICARE Healthcare or Prescription Drug Benefits**Claim Number:

A horizontal number line with 20 tick marks, labeled from 0 to 19. The line is used for plotting the data points from the frequency table.

Enrollment Dates: _____ **TO** _____
(Month/Day/Year) (Month/Day/Year)

Branch: _____

Sponsor: _____

Sponsor SSN: | | | | - | | | - | | | |

Tribe: _____

Treating Facility: | | | | | | | | | | | | | | | | | | | | | |

☐ **Indian Health Service Healthcare or Prescription Drug Benefits**Claim Number:

Enrollment Dates: |_|_|/|_|_|/|_|_|_|_|
 (Month/Day/Year)

TO |_|_|/|_|_|/|_|_|_|_|
 (Month/Day/Year)

Branch: _____

Sponsor: _____

Sponsor SSN: | | | - | | - | | |

Tribe: _____

Treating Facility: _____

D. OTHER GOVERNMENTAL PAYOR

If you were entitled to receive medical items, services, and/or prescription drugs from any Federal, State, or other governmental body, agency, department, plan, program, or entity that administers, funds, pays, contracts for, or provides medical items, services, and/or prescription drugs not previously listed above, provide the following information:

Name of Plan/Entity:

Policyholder Name:

Policy Number:

Medical Condition Covered by Plan/Entity: | | | | | | | | | | | | | | | |

E. PRIVATE HEALTHCARE INSURANCE

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

Name of Plan/Entity:

Policyholder Name:

A horizontal number line with 20 tick marks, labeled from 0 to 19. The line is used for plotting the data points from the frequency table.

Policy Number:

Medical Condition Covered by Plan/Entity: | | | | | | | | | | | | | | | |

F. OTHER LIENS

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

Yes: ☐ No: ☐

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

2. If yes, please describe such Liens below:

SECTION 6: VERIFICATION

I hereby certify that the information provided in this Claim Form, and any attachments, is true and accurate to the best of my knowledge. I authorize the Claims Administrator to contact the healthcare insurance providers identified on this Claim Form per the Settlement Agreement, and I do not object to any resulting disclosures or to the resolution of any potential Liens on my behalf. I understand that the Special Master or her team may contact me regarding the information I provided and that providing false or misleading information may result in the rejection of my Claim.

Claimant Signature

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

Printed Full Name (First, Middle, and Last)

You may submit this Tier 2 or Tier 3 claim by completing this hard copy claim form and mailing it to the Settlement Administrator at UCLA Heaps Settlement, c/o JND Legal Administration, P.O. Box 91386, Seattle, WA 98111 or you may file your claim online through the Settlement Website at www.UCLAHeapsSettlement.com.

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

EXHIBIT D

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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

Case No. 2:20-CV-09555-RGK (Ex)

A.B., C.D., E.F., G.H., I.J., K.L., and
M.N., on behalf of themselves and all
others similarly situated,

Plaintiffs,

v.

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA
and JAMES MASON HEAPS,

Defendants.

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT AND
PROVIDING FOR NOTICE**

**[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION SETTLEMENT AND PROVIDING FOR NOTICE
CASE NO. 2:20-CV-09555-RGK (Ex)**

1 This matter is before the Court on Plaintiffs' motion for preliminary settlement
2 approval and to direct notice. Plaintiffs, individually and on behalf of the proposed
3 settlement class, and Defendants have entered into a Settlement Agreement
4 ("Settlement") that, if approved, would resolve this litigation.

5 Having considered the motion, the Settlement Agreement together with all
6 exhibits and attachments thereto, the record in this matter, and the briefs and arguments
7 of counsel, IT IS HEREBY ORDERED as follows:

8 1. Unless otherwise defined herein, all capitalized terms shall have the same
9 meaning ascribed to them in the Settlement Agreement.

10 2. The Court has jurisdiction over this litigation, Plaintiffs, Defendants, and
11 Settlement Class Members. Venue is proper in this Court.

12 **PRELIMINARY APPROVAL**

13 3. The Court has reviewed the terms of the proposed Settlement Agreement,
14 the exhibits and attachments thereto, Plaintiffs' motion papers and briefs, and the
15 declarations submitted in support of the motion. Based on its review of these papers, the
16 Court finds that the Settlement Agreement is the product of serious, informed, non-
17 collusive, arm's length negotiations between experienced counsel and conducted with
18 the assistance of mediator Kenneth R. Feinberg.

19 4. The Settlement confers substantial benefits upon the Settlement Class and
20 avoids the costs, uncertainty, delays, and other risks associated with continued
21 litigation, trial, and/or appeal. The Settlement does not improperly grant preferential
22 treatment to any individual or segment of the Settlement Class; does not exhibit any
23 signs of collusion, explicit or subtle; compares favorably with the potential recovery
24 when balanced against the risks of continued litigation; and falls within the range of
25 possible approval as fair, reasonable, and adequate and thus is likely to be finally
26 approved under Rule 23(e)(2) of the Federal Rules of Civil Procedure.

27 5. The Court therefore **GRANTS** preliminary approval of the Settlement.
28

1 **PRELIMINARY FINDINGS ON SETTLEMENT CLASS CERTIFICATION**

2 6. The Court finds that it will likely be able to certify the following Settlement
3 Class for purposes of judgment on the proposed Settlement:

4 All female patients of Dr. James Heaps who were seen for
5 treatment by Dr. Heaps (1) at UCLA Medical Center
6 (currently known as Ronald Reagan UCLA Medical Center)
7 from January 1, 1986 to June 28, 2018, (2) at UCLA's student
8 health center (currently known as Arthur Ashe Student Health
9 and Wellness Center) from January 1, 1983 to June 30, 2010,
 or (3) at Dr. Heaps's medical offices at 100 UCLA Medical
 Plaza from February 1, 2014 to June 28, 2018.

10 7. The Court preliminarily concludes, for purposes of the Settlement only, that
11 the requirements of Federal Rules of Civil Procedure 23(a) and (b)(3) are likely to be
12 satisfied for the Settlement Class. In support of this conclusion, the Court provisionally
13 finds as follows:

14 a. The number of Settlement Class Members is too numerous for their
15 joinder to be practicable. The Settlement Class consists of approximately 6,600
16 individuals, whose identities are ascertainable through UCLA's records or through self-
17 identification.

18 b. There are questions of law and fact common to the Settlement Class,
19 and these common questions predominate over individualized questions for settlement
20 purposes. The common questions include Heaps's alleged pattern of misconduct toward
21 female patients at UCLA medical facilities, and UCLA's alleged failure to terminate or
22 otherwise discipline him.

23 c. Plaintiffs' claims are typical of the claims of the Settlement Class in
24 that each of the claims arises from an alleged common course of conduct on the part of
25 each of the Defendants in exposing Heaps's female patients to sexual misconduct.

26 d. Plaintiffs are adequate class representatives, whose interests in this
27 matter are aligned with those of the other Settlement Class Members. The Court hereby
28

1 appoints as Class Representatives: Plaintiffs A.B., C.D., E.F., G.H., I.J., K.L., and M.N.

2 e. Additionally, proposed Class Counsel—the law firms of Girard Sharp
3 LLP, Gibbs Law Group LLP, and Erickson Kramer Osborne LLP—are experienced in
4 prosecuting class actions involving similar claims, have committed the necessary
5 resources to represent the Settlement Class, and are hereby appointed as Class Counsel.

6 f. A class action is a superior method for the fair and efficient
7 resolution of this litigation.

8 g. If for any reason the Court does not finally approve the Settlement, or
9 if the Effective Date does not occur, the preliminary certification findings shall be
10 deemed null and void without further action of the Court or the parties. In such
11 circumstances each party shall retain all of its respective currently existing rights to
12 seek or to object to the certification of this action as a class action under Fed. R. Civ. P.
13 23.

14 **NOTICE AND ADMINISTRATION**

15 8. The Court approves the Notice substantially in the forms attached as
16 Exhibit C to the Settlement Agreement. The proposed notice plan, which includes direct
17 and publication notice, will provide the best notice practicable under the circumstances.
18 This plan and the Notice are reasonably calculated, under the circumstances, to apprise
19 Settlement Class Members of the nature and pendency of the litigation, the scope of the
20 Settlement Class, a summary of the class claims, that a Class Member may enter an
21 appearance through an attorney, that the Court will grant timely exclusion requests, the
22 time and manner for requesting exclusion, the binding effect of final approval of the
23 proposed Settlement, and the anticipated motion for attorneys' fees, costs, and expenses
24 and for service awards. The plan and the Notice constitute due, adequate and sufficient
25 notice to Settlement Class Members and satisfy the requirements of Rule 23 of the
26 Federal Rules of Civil Procedure, due process, and all other applicable laws and rules.
27 The date and time of the Final Approval Hearing shall be included in the Notice before
28

1 dissemination.

2 9. The Court hereby appoints JND Legal Administration to serve as the
3 Settlement Administrator to supervise and administer the notice procedures, establish
4 and operate a Settlement website and a toll-free number, receive and process claims as
5 directed by the Special Master, distribute cash payments according to the processes and
6 criteria set forth in the Settlement Agreement, and perform any other administrative
7 functions that are reasonably necessary or provided for in the Settlement Agreement.

8 10. All reasonable expenses incurred in identifying and notifying Settlement
9 Class Members, and in administering the Settlement, shall be paid by Regents as set
10 forth in the Settlement Agreement. In the event the Settlement is not finally approved
11 by the Court or otherwise fails to become effective, the Settlement Administrator shall
12 not be obligated to repay amounts received from or owed by Regents for Settlement
13 Administration, Notice, or any other reason.

14 11. The Court approves, as to form and content, the Notice, Statement of Class
15 Membership, and Claim Form annexed to the Settlement Agreement at Exhibits C, C-1,
16 and C-2 respectively, and finds that the distribution, publication, and mailing of the
17 Notice, substantially in the manner and form set forth in this Order, meet the
18 requirements of due process and Federal Rule of Civil Procedure 23, constitute the best
19 notice practicable under the circumstances, and will provide due and sufficient notice to
20 all persons entitled thereto.

21 12. The Court therefore directs the parties and the Settlement Administrator to
22 provide notice pursuant to the terms of the Settlement Agreement and this Order.

23 **EXCLUSIONS AND OBJECTIONS**

24 13. Settlement Class Members who wish to opt out and exclude themselves
25 from the Settlement may do so by notifying the Settlement Administrator in writing
26 postmarked no later than _____, 20____.

27 14. To be valid, each request for exclusion must:
28

- Include the Class Member's full name, address, and telephone number;
- Include the statement: "I want to be excluded from *A.B. v. Regents*, No. 2:20-CV-09555 (C.D. Cal.), and understand that by excluding myself, I will not be able to get any money or benefits from the settlement" or substantially similar clear and unambiguous language;
- Include the Class Member's signature; and
- Be mailed to the Settlement Administrator at the following address:
UCLA Heaps Settlement
c/o JND Legal Administration
P.O. Box 91387
Seattle, WA 98111.

15. Pursuant to Section 3.6 of the Settlement Agreement, if a Class Member's request to opt out is materially deficient as to the requirements listed above (and detailed in the Notice), the Settlement Administrator will send the Class Member a letter advising of the defect(s) and will give the Class Member an opportunity to cure. If a Class Member fails to cure the request for exclusion, the Settlement Administrator will have no further obligation with respect to that Class Member to give notice of a need to cure.

16. All Class Members who do not opt out and exclude themselves from the Settlement Class shall be bound by the terms of the Settlement upon entry of a final approval order and judgment.

17. Settlement Class Members who wish to object to the Settlement must do so in a written submission to the Court. Any such objection must:

- Include the Settlement Class Member's name, address, and telephone number;
- Clearly identify the case name and number (*A.B. v. Regents*, No. 2:20-CV-09555 (C.D. Cal.));

- 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;
- State whether the Settlement Class Member intends to personally appear and/or testify at the Final Approval Hearing;
- Include the name and contact information of any and all attorneys representing, advising, or assisting the Settlement Class Member;
- 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;
- Be submitted to the Court either by mailing to:
Roybal Federal Building and U.S. Courthouse, 255 East Temple Street,
Los Angeles, CA 90012 or by filing in person at any location of the
United States District Court for the Central District of California.

18. Any Settlement Class Member who does not timely submit a written objection in accordance with the procedures listed above (and detailed in the Notice) shall be deemed to have waived any objection, shall not be permitted to object to the Settlement, and shall be precluded from seeking any review of the Settlement Agreement and/or the final approval order and judgment by appeal or other means.

FINAL APPROVAL HEARING AND SCHEDULE OF PROCEEDINGS

19. The Court will hold a Final Approval Hearing on _____, 20__ at _____ [a.m./p.m.], in Courtroom 850, 8th Floor of the Roybal Federal Building and U.S. Courthouse, 255 East Temple Street, Los Angeles, CA 90012. The Court may continue the date of the Final Approval Hearing without further notice to Settlement Class Members. Settlement Class Members should check the Settlement website or the Court's online calendar for the date of the Final Approval Hearing.

20. At the Final Approval Hearing, the Court will consider: whether the

Settlement is fair, reasonable, and adequate and should be granted final approval; whether the Settlement Class should be finally certified; whether a final judgment should be entered; and any other matters the Court may deem appropriate.

21. If the Settlement is finally approved, Class Counsel will apply for an award of attorneys' fees, reimbursement of expenses, and service payments to Class Representatives after final approval and implementation of the claims procedure. Class Counsel's request for attorneys' fees and reimbursement of expenses shall not exceed \$8,760,000. All attorneys' fees and expenses will be paid separately by Regents, in addition to and without reduction of the Settlement Fund. Any service awards the Court approves will be paid from the Settlement Fund.

22. The Notice informs Class Members that Plaintiffs' motion for attorneys' fees, expenses, and service payments will be posted on the Settlement website as soon as it is filed. Settlement Class Members will have the opportunity to object to the motion. The Court will then consider the motion.

23. Any appeal from an order relating solely to Class Counsel's motion for attorneys' fees, expenses, and service payments, or any reversal or modification of any such order, shall not operate to terminate or cancel the Settlement or to affect or delay the finality of a judgment approving the Settlement.

24. The parties and Settlement Class Members shall adhere to the following schedule unless otherwise ordered by the Court:

<u>Event</u>	<u>Date</u>
Claims Administrator sends Notice ("Notice Date")	Within 28 days after entry of this Order
Objection and Opt-out Deadline	90 days after Notice Date
Motion for Final Settlement Approval Due	110 days after Notice Date
Deadline to Submit Claim Forms and Statement of Class Membership Forms	120 days after Notice Date

Final Approval Hearing	_____ [No earlier than 125 days after Notice Date]
Special Master files Report on Claims Process	Within 28 days after completion of Claims Process
Motion for Award of Attorneys' Fees, Costs, and Service Awards to Class Representatives ("Fee Motion") Due	Within 14 days after Special Master files Report on Claims Process
Deadline to Object to Fee Motion	30 days after Fee Motion is filed and made available to Class Members on the Settlement website
Reply in Support of Fee Motion Due	No later than 14 days before the Hearing on the Fee Motion
Hearing on Fee Motion	TBD

RESERVATION OF JURISDICTION

25. The Court retains exclusive jurisdiction over the litigation to consider all further matters arising out of or connected with the Settlement.

26. In the event that the Settlement is terminated pursuant to the terms of the Settlement Agreement, this Order shall become void, shall have no further force or effect, and shall not be used in this action or in any other proceedings for any purpose other than as may be necessary to enforce the terms of the Settlement Agreement that survive termination.

27. Pending further order of the Court, all litigation activity and events, except those contemplated by this Order or in the Settlement Agreement, are hereby STAYED, and all hearings, deadlines, and other proceedings in the litigation, except the Final Approval Hearing and the matters set forth in this Order, are VACATED.

For the reasons set forth above, the Court **GRANTS** Plaintiffs' motion.

1 **IT IS SO ORDERED.**

2 Dated: _____

3 _____
4 Hon. R. Gary Klausner
5 United States District Judge
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EXHIBIT E

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14 **UNITED STATES DISTRICT COURT**
15 **CENTRAL DISTRICT OF CALIFORNIA**

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17 A.B., C.D., E.F., G.H., I.J., K.L., and
18 M.N., on behalf of themselves and all
19 others similarly situated,

20 Plaintiffs,
21 v.

22 THE REGENTS OF THE
23 UNIVERSITY OF CALIFORNIA
24 and JAMES MASON HEAPS,

25 Defendants.
26
27
28

Case No. 2:20-CV-09555-RGK (Ex)

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

1 This matter is before the Court on Plaintiffs' motion for final settlement approval.
2 Plaintiffs, individually and on behalf of the proposed Settlement Class, and Defendants
3 have entered into a Settlement Agreement ("Settlement") that, if approved, would
4 resolve this litigation.

5 The Court, after carefully considering the motion and the Settlement together
6 with all exhibits and attachments thereto, the record in this matter, and the briefs and
7 arguments of counsel, and good cause appearing, has determined: (a) the Settlement is
8 fair, reasonable, and adequate and should be finally approved; (b) the Settlement Class
9 will be certified pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil
10 Procedure; (c) the Notice to the Class was directed in a reasonable and sufficient
11 manner; (d) jurisdiction is reserved and continued with respect to Plaintiffs' motion for
12 attorneys' fees, reimbursement of litigation expenses, and service awards; (e)
13 jurisdiction is reserved and continued with respect to implementation and enforcement
14 of the terms of the Settlement; (f) Plaintiffs are appointed Class Representatives; and (g)
15 the law firms of Girard Sharp LLP, Gibbs Law Group LLP, and Erickson Kramer
16 Osborne LLP are appointed as Class Counsel.

17 IT IS HEREBY ORDERED as follows:

18 1. The Court has jurisdiction over this litigation, Plaintiffs, Defendants, and
19 Settlement Class Members, and any party to any agreement that is part of or related to
20 the Settlement. Venue is proper in this Court.

21 2. All capitalized terms shall have the same meaning ascribed to them in the
22 Settlement Agreement.

23 3. Pursuant to Rule 23(e), the Court hereby finds the Settlement is, in all
24 respects, fair, reasonable, and adequate and in the best interests of the Settlement Class.

25 a. Rule 23(e)(2)(A) is satisfied because the Plaintiffs and Class Counsel
26 have vigorously represented the Class.

27 b. Rule 23(e)(2)(B) is satisfied because the Settlement was negotiated at
28 arm's length by informed counsel acting in the best interests of their respective clients,

1 under the close supervision of an experienced mediator.

2 c. Rule 23(e)(2)(C) is satisfied because the \$73 million in relief
3 provided for the Class is adequate considering the costs, risks, and delay of trial and
4 appeal. The three-tiered settlement claims process allowing for claimant choice is an
5 efficient, accessible, safe, and private way to optimize payments to Class Members. The
6 Equitable Relief Measures ensure meaningful institutional change will be implemented
7 at UCLA to avoid sexual misconduct in the patient care context. Defendants will pay
8 Class Counsel's attorneys' fees and litigation costs separately, without any reduction of
9 Class Member recoveries. There are no undisclosed side agreements.

10 d. Rule 23(e)(2)(D) is satisfied as the Settlement treats Class Members
11 equitably by presenting them with the same choices within the three-tiered structure.
12 The three-person Panel, including the Special Master, OB/GYN, and forensic
13 psychiatrist, will evaluate claims and allocate awards to Tier 2 and Tier 3 Claimants.

14 4. The Court certifies, for settlement purposes only, the following Class:

15 All female patients of Dr. James Heaps who were seen for
16 treatment by Dr. Heaps (1) at UCLA Medical Center
17 (currently known as Ronald Reagan UCLA Medical Center)
18 from January 1, 1986 to June 28, 2018, (2) at UCLA's student
19 health center (currently known as Arthur Ashe Student Health
20 and Wellness Center) from January 1, 1983 to June 30, 2010,
or (3) at Dr. Heaps's medical offices at 100 UCLA Medical
Plaza from February 1, 2014 to June 28, 2018.

21 5. The Court concludes, for purposes of the Settlement only, that the
22 requirements of Federal Rules of Civil Procedure 23(a) and (b)(3) are satisfied for the
23 Settlement Class. In support of this conclusion, the Court finds as follows:

24 a. The number of Settlement Class Members is too numerous for their
25 joinder to be practicable. The Settlement Class consists of approximately 6,600
26 individuals, whose identifies are ascertainable through UCLA's records or through self-
27 identification.
28

1 b. There are questions of law and fact common to the Settlement Class,
2 and these common questions predominate over individualized questions for settlement
3 purposes. The common questions include Heaps's alleged pattern of misconduct toward
4 female patients at UCLA medical facilities, and UCLA's failure to terminate or
5 otherwise discipline him.

6 c. Plaintiffs' claims are typical of the claims of the Settlement Class in
7 that each of the claims arises from a common course of conduct on the part of each of
8 the Defendants in exposing Heaps's female patients to alleged sexual misconduct.

9 d. Plaintiffs are adequate class representatives, whose interests in this
10 matter are aligned with those of the other Settlement Class Members. Additionally,
11 proposed Class Counsel—the law firms of Girard Sharp LLP, Gibbs Law Group LLP,
12 and Erickson Kramer Osborne LLP—are experienced in prosecuting class actions
13 involving similar claims and have committed the necessary resources to represent the
14 Settlement Class.

15 e. A class action is a superior method for the fair and efficient
16 resolution of this litigation.

17 6. In making all the foregoing findings, the Court has exercised its discretion
18 in certifying a Settlement Class.

19 7. The Court finds that due notice was given in accordance with the
20 Preliminary Approval Order (Dkt. ____), and that the form and content of that Notice,
21 and the procedures for disseminating notice, satisfy the requirements of Rule 23(e) and
22 due process and constitute the best notice practicable under the circumstances. The
23 Court further finds that the notification requirements of the Class Action Fairness Act,
24 28 U.S.C. § 1715, have been met.

25 8. Adequate notice of the proceedings was given to Settlement Class
26 Members, with a full opportunity to participate in the fairness hearing. Therefore, it is
27 hereby determined that all Settlement Class Members are bound by this Final Approval
28 Order and Judgment.

1 9. The Court **GRANTS** final approval of the Settlement and **DIRECTS** the
2 parties, Special Master, Panel, and Settlement Administrator to implement the
3 Settlement according to its terms and conditions.

4 10. This litigation is dismissed with prejudice, and the Released Claims and
5 Releasing Defendants' Claims are released as set forth in the Settlement.

6 11. This Final Approval Order shall have no force or effect on the persons who
7 have validly excluded themselves from the Class. The persons identified in Exhibit 1
8 hereto (filed separately under seal) requested exclusion from the Settlement Class as of
9 the Objection and Opt-Out Deadline. These persons shall not share in the benefits of the
10 Settlement, and this Final Approval Order and Judgment does not affect their legal
11 rights to pursue any claims they may have against Defendants. All other members of the
12 Settlement Class are hereinafter barred and permanently enjoined from prosecuting any
13 Released Claims against Defendants in any court, administrative agency, arbitral forum,
14 or other tribunal.

15 12. Neither the Settlement, nor any act performed or document executed
16 pursuant to or in furtherance of the Settlement, is or may be deemed to be or may be
17 used as an admission of, or evidence of, (a) the validity of any Released Claim, (b) any
18 wrongdoing or liability of Defendant or any other Released Party, or (c) any fault or
19 omission of Defendant or any other Released Party in any proceeding in any court,
20 administrative agency, arbitral forum, or other tribunal.

21 13. Neither Plaintiffs' application for attorneys' fees, reimbursement of
22 litigation expenses, and service awards, nor any order entered by this Court thereon,
23 shall in any way disturb or affect this Judgment, and all such matters shall be treated as
24 separate from this Judgment. Without affecting the finality of this Judgment, the Court
25 reserves and continues jurisdiction with respect to Plaintiffs' motion for attorneys' fees,
26 reimbursement of litigation expenses, and service awards. Class Counsel's request for
27 attorneys' fees and reimbursement of expenses shall not exceed \$8,760,000. All
28 attorneys' fees and expense will be paid separately by Regents, in addition to and

1 without reduction of the Settlement Fund. Any service awards the Court approves will
2 be paid from the Settlement Fund.

3 14. Plaintiffs' motion for attorneys' fees, reimbursement of litigation expenses,
4 and service awards will be posted on the Settlement website as soon as it is filed.
5 Settlement Class Members will have the opportunity to object to the motion.

6 15. Without affecting the finality of this Judgment, the Court reserves and
7 continues jurisdiction with respect to the implementation and enforcement of the terms
8 of the Settlement, Claims Process, distribution of Claim Awards, and all other matters
9 related to the administration, consummation, and interpretation of the Settlement and/or
10 this Final Approval Order and Judgment, including any orders necessary to effectuate
11 the final approval of the Settlement and its implementation

12 16. No person will have any claim against Plaintiffs, Class Counsel, any person
13 designated by Class Counsel, the Special Master, the Panel, or the Settlement
14 Administrator arising from or relating to actions, determinations or distributions made
15 substantially in accordance with the Settlement or Orders of the Court.

16 17. If any Party fails to fulfill its obligations under the Settlement, the Court
17 retains authority to vacate the provisions of this Judgment releasing, relinquishing,
18 discharging, and barring and enjoining the prosecution of the Released Claims against
19 the Released Parties and to reinstate the Released Claims.

20 18. If the Settlement does not become effective, this Judgment shall be rendered
21 null and void to the extent provided by and in accordance with the Settlement and shall
22 be vacated and, in such event, all orders entered and releases delivered in connection
23 herewith shall be null and void to the extent provided by and in accordance with the
24 Settlement.

25 19. The Court appoints as Class Representatives: Plaintiffs A.B., C.D., E.F.,
26 G.H., I.J., K.L., and M.N.

27 20. The Court appoints the law firms of Girard Sharp LLP, Gibbs Law Group
28 LLP, and Erickson Kramer Osborne LLP as Class Counsel.

1 For the reasons set forth above, the Court **GRANTS** Plaintiffs' motion.

2
3 **IT IS SO ORDERED.**

4 Dated: _____

5 _____
6 Hon. R. Gary Klausner
7 United States District Judge
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