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14 UNITED STATES DISTRICT COURT
15 CENTRAL DISTRICT OF CALIFORNIA
16 WESTERN DIVISION

17 IN RE: USC STUDENT HEALTH
18 CENTER LITIGATION

No. 2:18-cv-04258-SVW

[Consolidated with:
No. 2:18-cv-04940- SVW-GJS,
No. 2:18-cv-05010-SVW-GJS,
No. 2:18-cv-05125-SVW-GJS, and
No. 2:18-cv-06115-SVW-GJS]

PLAINTIFFS' NOTICE OF
MOTION AND MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT
AND TO DIRECT CLASS NOTICE;
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT

Date: April 1, 2019

Time: 1:30 p.m.

Ctrm: 10A

Hon. Stephen V. Wilson

NOTICE OF MOTION

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE THAT on April 1, 2019 at 1:30 p.m., or as soon thereafter as the matter may be heard by the Honorable Stephen V. Wilson in Courtroom 10A of the above-entitled court, located at 350 West First Street, Los Angeles, California 90012, Plaintiffs in these consolidated actions will and hereby do move the Court, pursuant to Rule 23 of the Federal Rules of Civil Procedure, for an Order:

- a) Granting preliminary approval of the proposed class action settlement that would resolve this litigation;
- b) Approving the proposed notice program, including the proposed forms of notice, and directing that notice be disseminated in accordance with the proposed program; and
- c) Setting a final approval hearing and certain other dates in connection with the settlement approval process.

This motion is based upon this Notice; the Memorandum of Points and Authorities in Support; the Joint Declaration of Class Counsel and the attached exhibits, which includes the Settlement Agreement; the Declaration of Hon. Layn Phillips; the Declarations of Plaintiffs Betsayda Aceituno, Jane Doe F.M., Jane Doe M.V., Jane Doe A.N., Jane Doe H.R., Mehrnaz Mohammadi, Jane Doe M.S., Jane Doe 4, Jane Doe A.D., Jane Doe C.N., Jane Doe A.R., and Shannon O'Conner; the Declaration of Plaintiffs' Notice Program Expert, Jennifer M. Keough from JND Legal Administration LLC, and attached exhibits, along with the proposed notices themselves; and any further papers filed in support of this motion, as well as arguments of counsel and all records on file in this matter.

1 DATED: February 12, 2019.

Respectfully submitted,

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I. INTRODUCTION AND SUMMARY

Plaintiffs, by and through Interim Class Counsel, respectfully request the Court to preliminarily approve their proposed class action settlement (the “Settlement”) with Defendants Dr. George Tyndall, the University of Southern California, and the Board of Trustees of the University of Southern California¹ to resolve claims of sexual abuse by Tyndall during his tenure as an obstetrician-gynecologist at the USC student health center. The Settlement requires USC to pay \$215 million in non-reversionary cash (net of attorneys’ fees and costs) to pay Class member claims, and provides for robust, expert-crafted equitable relief going forward to ensure that the events that led to this litigation never occur at USC again.

The Settlement is an outstanding result that achieves this litigation’s central goal of accountability through fair compensation of victims and institutional change at USC. And it does so in a timely and compassionate manner. It provides real, immediate, and certain compensation for thousands of women—no less than \$2500 and up to \$250,000 each—while allowing *them* to choose whether and how much to engage in the process and tell their stories. And it ensures meaningful institutional change at USC via implementation of best practices and independent oversight.

For decades, Tyndall used his position of trust and authority as an obstetrician-gynecologist at the USC student health center to perpetrate pervasive sexual abuse and harassment of female patients. Despite evidence that USC knew or should have known about Tyndall’s conduct, USC kept Tyndall on, giving him continued access and opportunity to abuse his female patients. Tyndall’s pattern of abusive conduct did not come to public light until May 2018, when news reports first revealed Tyndall’s misconduct. Lawsuits followed, including the federal class actions consolidated in this case.

From the outset, Interim Class Counsel were driven to move this case forward

¹ In this brief, “USC” refers collectively to Defendants University of Southern California and the Board of Trustees of the University of Southern California.

1 with a singular focus: holding Tyndall and USC accountable, in two ways. First,
2 obtaining fair compensation for victims without forcing them to endure the emotional
3 toll, risks, and delays of litigation, including having to re-live their trauma in a public,
4 adversarial forum. Second, effecting lasting institutional change at USC by
5 implementing best practices and ensuring independent oversight. To achieve those
6 dual ends, Interim Class Counsel retained and consulted with experts experienced in
7 working with sexual assault victims, diagnosing and treating PTSD, and crafting and
8 implementing institutional policy changes to prevent sexual abuse in educational and
9 medical contexts. Interim Class Counsel also consulted with the special master who
10 oversaw the settlement allocation process in the successful *Johns Hopkins* sex abuse
11 class action,² among others. Interim Class Counsel also conducted extensive
12 interviews of all named Plaintiffs and numerous other Tyndall victims to ensure a
13 comprehensive understanding of the scope and nature of the abuse, to learn what
14 issues were of greatest importance to the victims, and to best address them in a
15 compassionate and sensitive manner. For its part, USC too expressed a strong and
16 immediate desire to focus on fairly compensating Tyndall's victims in a non-
17 adversarial manner accounting for its important relationship with these women.

18 With these shared goals in mind, the parties conducted early informal discovery
19 and engaged a highly respected and experienced mediator, Hon. Layn R. Phillips, who
20 successfully mediated the Michigan State sex abuse scandal cases. Following a full-
21 day, in-person mediation session with Judge Phillips, the parties, along with USC's
22 insurers, had frequent, ongoing discussions amongst each other and with Judge
23 Phillips to narrow the issues in dispute. After this intensive information gathering,
24 expert consultation, and negotiation, the parties reached an agreement-in-principle and
25 term sheet outlining the contours of a class settlement. As the parties negotiated the
26 details of the Settlement, Interim Class Counsel sought and received more information
27

28 ² *Jane Doe No. 1 v. Johns Hopkins Hosp.*, No. 24-C-13-001041 (Md. Cir. Ct. 2014).

1 from USC and its data experts, and continued to consult with subject-matter experts
2 concerning the appropriate design, process, and language for the Settlement claims
3 process.

4 The end result is the Settlement before the Court today, which meets the goal of
5 accountability through fair compensation and meaningful institutional change. While
6 no amount of money can ever fully compensate victims for the abuse they suffered at
7 Tyndall's hands, the Settlement provides substantial monetary compensation to Class
8 members, coupled with lasting institutional change to ensure something like this will
9 never happen again at USC.

10 Some key features are:

11 Accountability: Defendants will pay a total sum of \$215 million to the Class, net
12 of attorneys' fees and costs. USC will implement institutional changes to protect
13 students and prevent abuse. These changes were developed by leading experts in the
14 field, and include policy and procedure changes at the Student Health Center;
15 appointment of an Independent Women's Health Advocate; and convention of a Task
16 Force—including an independent expert (retained and paid by Interim Class Counsel)
17 specializing in university best practices related to prevention and response to sexual
18 assault and misconduct—to recommend university-wide changes to prevent sexual
19 violence on campus.

20 Immediacy and Certainty: Providing compensation to Class members should
21 not take years of risky and re-traumatizing litigation. The Settlement offers guaranteed
22 relief to victims far more quickly than protracted litigation with its uncertain results.

23 Choice and Sensitivity: The Settlement's three-tier claims structure allows Class
24 members to choose whether and in how much detail they wish to tell their story. Tier 1
25 is for those who do not wish to engage; every Class member is eligible for a
26 guaranteed minimum \$2,500 payment, no questions asked. Those payments will be
27 automatically sent to all known Class members; any other Class member need only
28

1 submit a simple statement of class membership to claim her Tier 1 payment. In
 2 addition to the guaranteed minimum, every Class member is eligible to make a claim
 3 for up to \$250,000. Those who wish to tell their story in writing on a simple claim
 4 form are eligible for up to \$20,000 (Tier 2). And those who choose to further engage
 5 by providing an interview are eligible for up to \$250,000 (Tier 3). All Tier 2 and 3
 6 claims will be evaluated by a Court-appointed independent Special Master who will
 7 also make all allocation decisions.

8 *Simplicity*: The Settlement's claims process is simple by design—no action for
 9 Tier 1, simple claim form for Tier 2, simple claim form and interview for Tier 3. This
 10 is to make the process easier and more comfortable for victims, and to ensure they can
 11 complete it without having to hire an attorney. To the extent any Class member wants
 12 help navigating even this simple process, Interim Class Counsel stand prepared to
 13 provide all necessary assistance, without reducing Class Members' compensation by
 14 taking any attorneys' fees or costs out of it.

15 *Privacy*: The Settlement structure and process is designed to provide a safe,
 16 private place for victims to tell their stories—to the extent and in the way they
 17 choose—and get compensation for the harms they suffered without having to go
 18 through invasive, adversarial, public, slow, and risky litigation.

19 * * *

20 For all these reasons, Plaintiffs and Interim Class Counsel submit that the
 21 Settlement is not just fair, reasonable, and adequate—it is an outstanding result for the
 22 Class. Plaintiffs respectfully request that the Court (1) grant preliminary approval,
 23 (2) direct notice to the Class, and (3) schedule a fairness hearing.

24 **II. BACKGROUND AND PROCEDURAL HISTORY**

25 **A. Factual Background**

26 This litigation arises from Tyndall's alleged abuse of women at USC's student
 27 health center and USC's corresponding inaction. Plaintiffs allege that, over his nearly
 28

1 30 years as an obstetrician-gynecologist at the student health center, Tyndall abused
 2 his position of trust and authority to molest, harass, and abuse young women. As
 3 alleged in the Consolidated Class Action Complaint [Dkt. 47], Tyndall committed a
 4 range of abuse, from invasive touching of patients' bodies (including nonconsensual
 5 vaginal penetration) to offensive racial and sexual statements, to taking photographs of
 6 women's genitalia—all under the guise of medical treatment but without clear medical
 7 justification. Plaintiffs further allege that USC gave Tyndall access and opportunity to
 8 abuse Class members, and, despite receiving numerous complaints about Tyndall's
 9 misconduct over the years, failed to adequately investigate or remedy the ongoing
 10 abuse.

11 Tyndall's decades-long pattern of abuse first came to light in May 2018 via the
 12 *Los Angeles Times*.³ Based on interviews with patients, health center employees, and
 13 Tyndall himself, the *Times* reported in detail on Tyndall's history of abuse, as well as
 14 USC's knowledge of it and its failure to adequately respond. Scores of patients and
 15 health center employees complained about Tyndall, while USC appears to have
 16 missed or ignored repeated red flags: (1) coworkers of Tyndall who complained to
 17 supervisors about Tyndall inappropriately touching and photographing patients during
 18 exams; (2) patients who sent letters to the health clinic's oversight committee;
 19 (3) chaperones who complained to the University about Tyndall's conduct; and
 20 (4) patients who complained to other clinic employees, who in turn reported it to their
 21 supervisors.

22 USC admitted in a statement that it had received eight complaints about Tyndall
 23 between 2000 and 2014⁴—although the evidence suggests it had received many more.
 24

25 ³ See *Los Angeles Times*, A USC Doctor Was Accused of Bad Behavior With Young
 26 Women For Years. The University Let Him Continue Treating Students (May 16,
 27 2018), available at <http://www.latimes.com/local/california/la-me-usc-doctor-misconduct-complaints-20180515-story.html>.

28 ⁴ See University of Southern California Press Room, Statement of Facts, May 15, 2018, available at <https://pressroom.usc.edu/statement-of-facts-may-15-2018/>.

1 USC further admitted that “[s]everal of the complaints were concerning enough that it
2 is not clear today why the former health center director permitted Tyndall to remain in
3 his position,” and expressed regret over the then-director’s failure to “elevate these
4 complaints for proper investigation.”

5 Tyndall’s abuse of patients continued until 2016, when a nurse, whose previous
6 complaints about Tyndall had been ignored, took her concerns to the campus’s crisis
7 center. Following that report, along with a near-inadvertent discovery in Tyndall’s
8 office of photographs of patients’ genitalia, USC finally told Tyndall not to return to
9 the health center, and in 2017 USC allowed him to quietly resign with a financial
10 payout.

11 **B. Procedural History**

12 **1. Initial Complaint Filings and Consolidation.**

13 Soon after the news broke about Tyndall, lawsuits were filed in federal and state
14 courts. On August 13, 2018, this Court consolidated the federal cases⁵ under Rule
15 42(a) and appointed Interim Class Counsel under Rule 23(g). [Dkt. 45.] On August 28,
16 2018, Plaintiffs filed their Consolidated Class Action Complaint. [Dkt. 47.]⁶

17 **2. Intensive Information Gathering.**

18 Soon after consolidation, the parties began discovery. USC informed Interim
19 Class Counsel that it wished to explore an early and comprehensive resolution of the
20 claims of Tyndall’s former patients.⁷ Given the parties’ early focus on resolution,
21

22 ⁵ *Sutedja v. USC*, No. 2:18-cv-04258-SVW-GJS (C.D. Cal. filed May 21, 2018); *Doe*
23 *A.T. v. USC*, No. 2:18-cv-04940-SVW-GJS (C.D. Cal. filed June 4, 2018); *Jane Doe*
24 *1 v. Tyndall*, No. 2:18-cv-05010-R-AGR (C.D. Cal. filed June 5, 2018); *O’Conner v.*
USC, No. 2:18-cv-05125-JFW-AS (C.D. Cal. filed June 8, 2018); *Jane Doe J.L. v.*
USC, No. 2:18-cv-06115-SVW-GJS (C.D. Cal. filed July 13, 2018).

25 ⁶ Sixty-six cases against Defendants are also pending in Los Angeles County Superior
26 Court and consolidated before Judge Carolyn Kuhl under the lead case caption *Jane*
Doe 5 v. Tyndall, No. BC705677 (Cal. Super. Ct. filed May 25, 2018). The settlement
27 proposed here resolves one of the state court class actions, *Jane Doe 1 v. USC*, No.
28 BC713383 (Cal. Super. Ct., filed July 9, 2018).

⁷ Joint Decl. ¶ 9; *see also* Tr. of Aug. 13, 2018 Hr’g at 9 (USC represented that “it’s
looking first and foremost to resolve these issues as expeditiously as it can”).

1 Interim Class Counsel's aim was gathering the information necessary to be fully
2 informed and knowledgeable in negotiating a settlement on behalf of the Class,
3 including the size of the putative class, the scope and nature of Plaintiffs' injuries, and
4 the availability and completeness of USC's records concerning Tyndall's treatment of
5 patients.

6 In August 2018, Plaintiffs served 58 requests for production and interrogatories
7 on USC and noticed the deposition of USC pursuant to Rule 30(b)(6). USC responded
8 by producing USC's Tyndall-related records, including patient and nurse complaints,
9 going back to the 1990s. Joint Decl. ¶ 11. USC also provided details on its health
10 center and registrar records and the number of class members, and made its data and
11 recordkeeping experts available to answer questions. Joint Decl. ¶ 12.

12 During this time, Interim Class Counsel independently sought guidance from a
13 number of experts. These included specialists experienced in working with sexual
14 assault victims, allocating a class settlement fund to such victims, and designing and
15 implementing institutional changes to prevent sexual abuse in educational and medical
16 contexts. Joint Decl. ¶ 13.

17 Similarly, Interim Class Counsel interviewed and continuously gathered
18 information from hundreds of Tyndall victims, including the named Plaintiffs. Joint
19 Decl. ¶ 14. From them, Interim Class Counsel obtained a comprehensive
20 understanding of the nature and scope of the victims' injuries, as well as their input
21 and feedback on how to structure settlement terms and claims processes in a way that
22 best met their needs and priorities. Prior to signing the agreement-in-principle term
23 sheet, Interim Class Counsel also discussed its terms with each named Plaintiff and
24 received unequivocal support and approval from everyone.⁸ Plaintiffs all support the
25

26 ⁸ See Declarations of Betsayda Aceituno, Jane Doe F.M., Jane Doe M.V., Jane Doe
27 A.N., Jane Doe H.R., Mehrnaz Mohammadi, Jane Doe M.S., Jane Doe 4, Jane Doe
28 A.D., Jane Doe C.N., Jane Doe A.R., and Shannon O'Conner. Videos of class
representatives are also available at: <https://youtu.be/MvQNagLYWrl>;
https://youtu.be/WWhPtftT_p0; and <https://youtu.be/n72nl5Gmw-I>.

1 Settlement—not only because it provides substantial financial compensation for their
 2 injuries, as well as equitable relief that will prevent similar harm from coming to
 3 others, but also because it allows them to put this trauma behind them. *Id.*

4 **3. Mediation with the Hon. Layn R. Phillips.**

5 The parties engaged one of the most well-respected and experienced mediators
 6 in the country: Hon. Layn R. Phillips, who successfully mediated the Michigan State
 7 sex-abuse cases. In August 2018, the parties, along with Defendants’ insurers,
 8 participated in a full-day in-person mediation session with Judge Phillips. They
 9 prepared lengthy mediation briefs concerning the merits of their claims and defenses,
 10 including research on jury awards and settlement amounts in comparable cases. That
 11 first day ended without agreement, but the parties agreed to continue working.
 12 Thereafter, they had frequent discussions, both directly and through Judge Phillips, to
 13 narrow issues. Joint Decl. ¶ 17; Phillips Decl. ¶ 9. The parties reached an agreement-
 14 in-principle and a term sheet outlining the essential terms of the settlement on
 15 October 18, 2018. Joint Decl. ¶¶ 17–18; Phillips Decl. ¶ 11.

16 More intensive work followed—more discovery, more expert consultation, and
 17 more negotiation, some through Judge Phillips—as the parties continued to work
 18 through the details of the agreement, with particular attention to the claims structure
 19 and equitable relief. Joint Decl. ¶ 19; Phillips Decl. ¶¶ 10–12. During this time,
 20 Interim Class Counsel sought and received from USC and its data consultants further
 21 information on class size and composition, and the availability and contents of
 22 pertinent records. Joint Decl. ¶ 19; Phillips Decl. ¶ 10. They also continued to consult
 23 with experts concerning the appropriate design, process, and language for the
 24 Settlement Claims process and notice to ensure it is sensitive and compassionate to
 25 claimants, and to ensure the Settlement would provide meaningful equitable relief.
 26 Joint Decl. ¶ 19.

27 Negotiations concerning the equitable relief provisions in particular were
 28

1 informed by Interim Class Counsel’s consultations with experts, including Dr. Charol
 2 Shakeshaft, Nancy Cantalupo, Glenn Lipson, Dr. Julia Lamb, and Dr. Judy Ho. Joint
 3 Decl. ¶ 27. These experts, who specialize in crafting policies and procedures for
 4 disclosure, reporting, and prevention of sexual violence on campus, in treatment of
 5 and communication with victims of sexual violence, and in obstetrics and gynecology,
 6 reviewed multiple drafts of the parties’ competing proposals concerning equitable
 7 relief, participated in numerous conferences with Interim Class Counsel to provide
 8 comments and guidance on the proposals, and provided numerous written resources
 9 during negotiation and drafting. Joint Decl. ¶ 27. Together they ensured Interim Class
 10 Counsel’s negotiation of the equitable relief provisions were well informed and
 11 focused on achieving the best practicable changes at USC to ensure similar abuse
 12 never happens again.

13 **III. THE TERMS OF THE PROPOSED SETTLEMENT.⁹**

14 **A. The Class Definition.**

15 The Class consists of all women who were seen by Dr. George M. Tyndall at
 16 USC’s student health center between August 14, 1989, and June 21, 2016: (a) for
 17 Women’s Health Issues;¹⁰ (b) whose treatment by Tyndall included an examination by
 18 him of her breast or genital areas; or (c) whose treatment included the taking of
 19 photographs of her unclothed or partially clothed body.

20 **B. The Settlement’s Benefits to Class Members.**

21 **1. \$215 Million to Compensate Class Members.**

22 Defendants will pay \$215 million (the “Settlement Amount”), net of attorneys’
 23

24
 25 ⁹ Unless otherwise specified, all capitalized terms in this brief have the meaning
 attributed to them in the Settlement Agreement.

26 ¹⁰ “Women’s Health Issues” includes but is not limited to any issue relating to breast,
 27 vaginal, urinary tract, bowel, gynecological, or sexual health, including contraception
 28 and fertility. *See* Settlement Agreement (“Agmt.”) § 3.2. A list of Women’s Health
 Issues is attached as Exhibit A to the Settlement, and will also be available to class
 members on the settlement website.

1 fees and costs,¹¹ making this the largest ever class action settlement of sexual assault
2 claims. None of the money will revert to USC.

3 **a. Three-Tier Structure Built Around Claimant Choice.**

4 The Settlement's three-tier structure allows Class members to choose how much
5 they want to engage with the claims process. Those who do not want to revisit a
6 private, traumatic event can simply keep the guaranteed Tier 1 payment of \$2,500.
7 Those who choose to provide additional information in a claim form about their
8 experience with Tyndall and how it affected them are eligible for up to \$20,000, and
9 those who choose to provide an interview are eligible for up to \$250,000. The Special
10 Master and her team of experts will evaluate claims and allocate awards to Tier 2 and
11 Tier 3 claimants. Agmt. § 6.4.

12 This focus on choice ensures that all Class members receive compensation
13 while giving each Class member the autonomy to decide for herself how involved she
14 wants to be in the settlement process.

15 The process is purposefully simple: no action for Tier 1, simple claim form for
16 Tier 2, simple claim form and interview for Tier 3. This is designed to make the
17 process easier and more comfortable for claimants, and to ensure they can complete it
18 without having to hire an attorney to help. To the extent any Class member requires
19 help navigating this simple process, however, Interim Class Counsel stand prepared to
20 provide all necessary assistance, without reducing Class Member's compensation by
21 taking attorneys' fees or costs out of it.¹²

22 Payment for each Class member will be determined as follows:

23 **Tier 1:** Every Class member is eligible for a Tier 1 payment of \$2,500,
24 simply by virtue of being a Class member. The Tier 1 payment is simply
25 a guaranteed minimum payment; all Class members are also eligible to

26 ¹¹ Agmt. § 2.35. Defendants will pay Class Counsel's attorneys' fees and costs
27 separately from and in addition to the \$215 million Settlement Amount, in an amount
28 to be determined by the Court. *See* Section III(D), below.

¹² Of course, Class members are also free to retain individual counsel to represent and
assist them, at their own expense. *See* Fed. R. Civ. P. 23(c).

1 make claims for Tier 2 or Tier 3 payments.¹³ Under no circumstances will
2 a Class member be required to return a Tier 1 payment. Agmt. § 6.4(a).

3 Due to limitations in USC's records, Class members will receive their
4 Tier 1 payments in one of two ways:

5 (i) Those Class members identified through USC's existing health
6 center records (which cover the majority of the class period), will be
7 automatically mailed a Tier 1 payment check for \$2,500 on the Effective
8 Date.¹⁴ The Notice will inform Class members whether they have been
pre-identified as Class members through USC's records. Agmt.
§ 6.4(a)(i).

9 ii) Those Class members who cannot be identified through USC's
10 records must submit (online or by mail) a simple signed Statement of
11 Class Membership Form. The Claims Administrator will then confirm
12 student status or, for non-students, evaluate the claimant's evidence of
13 Class membership. Tier 1 payments of \$2,500 will be sent on the
Effective Date or upon confirmation of Class membership, whichever is
earlier. Agmt. § 6.4(a)(ii).

14 **Tier 2:** Each Class member has the option to submit an online or written
15 Claim Form describing her experience with Tyndall, the impact on her,
16 and the harm she suffered. The Special Master's team will assess each
17 Claim Form, and if determined credible, and that the conduct or
18 statements described fall outside the scope of accepted medical standards
of care applicable during the relevant time, or that the conduct or
statements are otherwise actionable, the Special Master will award a Tier
2 payment between \$7,500 and \$20,000, subject to Pro Rata
Adjustments.¹⁵ Agmt. § 6.4(b).

21 ¹³ Because the Tier 1 payment is an initial payment, if a claimant is awarded a Tier 2
22 or Tier 3 payment, the amount of the Tier 1 payment will be deducted from the higher-
23 tier award. For example, a claimant who receives a \$2,500 Tier 1 payment check, and
24 who also makes a Tier 3 claim and is awarded \$250,000, would receive a Tier 3
payment check for \$247,500, which represents her \$250,000 Tier 3 award less the
initial Tier 1 \$2,500 payment she already received. The pendency of a Tier 2 or 3
claim will not affect the timing of a claimant's Tier 1 payment.

25 ¹⁴ The Effective Date is 14 days after the date of the Court's final approval of the
26 Settlement, unless any appeal of final approval is noticed, in which case the Effective
Date is the date such an appeal has been fully resolved and final approval upheld.

27 ¹⁵ Depending on how many Class members make higher-tier claims, Tier 2 and Tier 3
28 payments could end up lower or higher than the stated minimums and maximums, due
to pro rata adjustments. See Section III(B)(1)(c), below.

Tier 3: Tier 3 is for Class members who, in addition to the written Claim Form, are willing to provide information about their experience and its impact in an interview by the Special Master's team. That team will assess each Claim Form and interview, and if determined credible, and that the conduct or statements described fall outside the scope of accepted medical standards of care applicable during the relevant time, or that the conduct or statements are otherwise actionable, the Special Master will award a Tier 3 payment between \$7,500 and \$250,000, subject to Pro Rata Adjustments. Agmt. § 6.4(c).

b. Tier 2 and 3 Claims Will Be Assessed and Allocated by an Experienced Special Master and Expert Team.

The Court-appointed Special Master¹⁶ will call upon experts in relevant medical issues and the unique needs of sexual trauma survivors to assist in reviewing, processing, and allocating Tier 2 and 3 claims. Agmt. § 2.45. The Special Master and her team will be mindful of the needs of sexual assault victims and how past trauma can affect victims' memories and communications, and take those factors into account when performing the analysis necessary to determine damages and allocate consistently and fairly amongst claimants. Joint Decl. ¶ 23. This approach of relying on an experienced special master, aided by knowledgeable experts, was successfully employed in similar settlements.¹⁷ Joint Decl. ¶ 22.

The parties propose that Hon. Irma Raker (Ret.), who supervised the administration of the *Johns Hopkins* sex-abuse settlement, or alternatively, Hon. Irma E. Gonzalez (Ret.), be appointed as the Special Master. Once appointed, the Special Master, in consultation with the parties and experts, will develop protocols for interviews and other communications with Tier 2 and 3 claimants. Joint Decl. ¶ 24–25.

¹⁶ Plaintiffs file a separate Motion for Appointment of Special Master concurrently with this motion.

¹⁷ See, e.g., *Jane Doe No. 1, et al. v. Johns Hopkins Hospital, et al.*, No. 24-C-13-001041 (Md. Cir. Ct. 2014) (class action settlement of claims of surreptitious photographing and inappropriate touching brought by former patients against gynecologist Dr. Nikita Levy and Johns Hopkins University); *Jane Doe 30's Mother v. Bradley*, 64 A.3d 379 (Del. Super. Ct. 2012) (class settlement of the claims of 7,000 former patients who were sexually abused by their doctor).

1 This ensures the best and most compassionate process for Class members, and that the
 2 process will be efficient and practical for the Special Master. The Special Master will
 3 also hear and decide the appeals of any claimants who wish to challenge their Claim
 4 Award. The Special Master's decisions on appeals will be final. Agmt. § 6.6.

5 **c. Pro Rata Adjustment to Ensure Fairness and Maximum**
 6 **Money Distributed to Class Members.**

7 Once the Special Master has considered and determined awards for all Tier 2
 8 and 3 claims, if the total amount of all Tier 2 and 3 payments is less than the amount
 9 remaining in the settlement fund after payment of the Administration Costs and Tier 1
 10 payments ("Settlement Balance"), then all Claim Awards—Tier 1, Tier 2, and Tier
 11 3—will be increased pro rata until the Settlement Balance is reached or all Claim
 12 Awards have been increased by 50%, whichever occurs first. Agmt. § 2.33. In other
 13 words, final awards could reach up to \$3,750, \$37,500, and \$375,000 for each
 14 respective tier.

15 If the Settlement Balance is not fully disbursed after a 50% Pro Rata Increase,
 16 the parties will notify the Court and propose further means of distributing the
 17 remainder. Agmt. § 6.9. That may include providing additional notice of the
 18 Settlement to non-participating Class members or distributions to appropriate *cy pres*
 19 recipients. That said, there will be no *cy pres* distribution unless the Court finds that
 20 the parties have in good faith exhausted all reasonable efforts to distribute the
 21 remaining funds to the Class. Agmt. § 6.9.

22 If, on the other hand, once the Special Master has considered and determined
 23 awards for all submitted Tier 2 and 3 claims, the sum of all Tier 2 and 3 payments
 24 exceeds the Settlement Balance, then Tier 2 and 3 Claim Awards—but not the Tier 1
 25 payments—will be reduced pro rata until the Settlement Balance is reached. Under no
 26 circumstances will the Tier 1 payments be reduced.

27 **2. Requiring and Enforcing Robust Policy Changes at USC.**

28 A critical feature of the Settlement is equitable relief requiring USC to take

1 specific measures to ensure that similar abuse and misconduct will not happen again.
 2 *See* Agmt. Ex. B (Equitable Relief Measures). Negotiations concerning the equitable
 3 relief provisions were informed by Interim Class Counsel's extensive consultations
 4 with experts specializing in crafting policies and procedures for disclosure, reporting,
 5 and prevention of sexual violence on campus, in treatment of and communication with
 6 victims of sexual violence, and in obstetrics and gynecology. Joint Decl. ¶ 27.

7 The resulting Equitable Relief Measures reflect the parties' mutual intent that
 8 USC adopt and implement adequate operating and oversight procedures for
 9 identification, prevention, and reporting of improper sexual or racial conduct at
 10 campus operations with a nexus to USC's Student Health Center. Agmt. Ex. B ¶ 1.
 11 This will be accomplished via the following important provisions:

12 An Equitable Relief Committee to Finalize Details. While the parties, in
 13 consultation with experts, were able to reach agreement on the broad strokes of
 14 equitable relief, as well as many details, they also recognized (and experts
 15 recommended) that additional time, review, and subject-matter expertise was
 16 necessary to finalize some more specific details of the provisions to ensure both
 17 feasibility and effectiveness. Accordingly, the first action item, which is already
 18 underway, is the immediate designation of an Equitable Relief Committee to finalize
 19 the details and implementation of the Equitable Relief Provisions. Agmt. Ex. B ¶ 6.
 20 The Committee will consist of three individuals: (1) an expert in university best
 21 practices related to prevention and response to sexual violence on campus designated
 22 by Plaintiffs; (2) a USC designee; and (3) a third individual chosen by the first two,
 23 who will serve as chair of the Committee. *Id.* The Committee will complete its work
 24 by April 13, 2019. *Id.* That permits time for the final details of equitable relief to be
 25 included in the Notice and considered by the Court at final approval.

26 An Independent Women's Health Advocate. This independent (non-USC)
 27 individual, to be selected jointly by the parties and approved by the Court, will serve a
 28

three-year term. Agmt. Ex. B ¶ 2. While the precise nature and scope of the Advocate's duties will be finalized by the Equitable Relief Committee, the Advocate's responsibilities will include ensuring compliance with the various policy reforms set forth in the Equitable Relief Provisions, including changes to the USC Student Health operating and oversight procedures, and the implementation of a new sexual misconduct and sexual violence prevention program. *Id.* The Advocate also will receive and monitor all complaints of improper sexual or racial conduct reported by any patient, student, or personnel at the Student Health Center. *Id.* If the Advocate believes the requirements and goals of the Equitable Relief Measures are not being sufficiently addressed by USC, she can raise those concerns to Class Counsel, the Special Master, and ultimately, the Court, for resolution. *Id.* ¶ 7.

An Independent Consultant on the Task Force. An Independent Consultant, selected and compensated by Class Counsel, and having expertise in university best practices related to prevention and response to sexual assault and misconduct, will be put on the USC Task Force responsible for conducting a wide-ranging climate survey of USC students as well as existing USC policies and procedures for the disclosure, reporting, and response to sexual violence on campus, and make recommendations of changes to implement in light of the survey results. *Id.* ¶ 5. The report and recommendations of the Task Force will be released publicly to the USC community. *Id.* If the Independent Consultant believes the requirements and goals of the Equitable Relief Measures are not being sufficiently addressed by USC, she can raise those concerns to Class Counsel, the Special Master, and ultimately, the Court, for resolution. *Id.* ¶ 7.

Changes to USC Student Health Procedures. USC has agreed to adopt and implement a series of detailed operating and oversight procedures for identifying, preventing, and reporting any alleged improper sexual or racial conduct at USC Student Health. *Id.* ¶ 3. These include, among others, pre-hiring background checks of

1 all new personnel who are expected to have direct patient interaction; annual
 2 verifications of credentials of all clinical personnel; annual education and performance
 3 reviews concerning, identifying, reporting, and preventing improper sexual and/or
 4 racial conduct; and the adoption and implementation of “Sensitive Exam” practices
 5 consistent with medical best practices. *Id.* Further, USC will ensure that its medical
 6 personnel act consistently with the best practice standards recognized by the SCOPE
 7 program of the American College of Obstetricians and Gynecologists. *Id.* ¶ 1.
 8 Sufficient staffing so all female patients can see a female physician, as well as patient
 9 literature informing patients of what to expect during a visit and how to report
 10 inappropriate conduct will be provided. *Id.* ¶ 3. The Independent Women’s Health
 11 Advocate is responsible for ensuring compliance with these provisions, and has
 12 recourse to Class Counsel, the Special Master, and the Court should she feel these
 13 measures are not being sufficiently implemented. *Id.* ¶¶ 2,7.

14 New Sexual Misconduct and Violence Prevention Program. USC will expand
 15 the services of its Relationship and Sexual Violence Prevention program to include a
 16 new training program designed to prevent sexual misconduct and sexual assault,
 17 including bystander training. *Id.* ¶ 4.

18 * * *

19 Taken together, these Equitable Relief Measures ensure meaningful institutional
 20 change will be implemented at USC so that something like this never happens again.
 21 These changes will incorporate the positive changes USC has already made or
 22 committed to making, and implement additional changes developed and overseen by
 23 independent experts that will be most practicable and effective for the specific needs
 24 of the USC structure and community.

25 **C. Procedure for Opting Out or Objecting to the Settlement.**

26 Any Class member who decides to opt out of the Class must submit a timely
 27 written request for exclusion on or before the Opt-Out Deadline, in the manner
 28

1 specified in the Notice and Preliminary Approval Order. All requests for exclusion
 2 must be signed with a handwritten signature by the woman seeking to exclude herself
 3 from the class. Any Class member whose request for exclusion is defective will be
 4 notified and given an opportunity to cure. Agmt. § 3.6.

5 Likewise, any Class member who wishes to object to the Settlement, or the
 6 application of Class Counsel for an award of attorneys' fees and costs and/or for
 7 service awards for Plaintiffs, must timely do so in the manner specified in the
 8 Preliminary Approval Order and in any subsequent notice or order regarding the
 9 application for attorneys' fees and costs and/or for service awards to Plaintiffs.

10 **D. Attorneys' Fees Will Be Paid in Addition to the Settlement Amount**
 11 **After Final Approval and After Claims Process.**

12 Defendants agreed to pay all attorneys' fees and costs separately from and in
 13 addition to the \$215 million payment to the Class. Agmt. § 8.1. Class member
 14 recoveries will not be reduced to pay for attorneys' fees or costs. Interim Class
 15 Counsel will not apply for an award of attorneys' fees and reimbursement of costs and
 16 expenses until after final approval and after implementation of the claims procedure.
 17 *Id.* They have agreed not to request more than \$25 million. *Id.* Any fee award will be
 18 decided by the Court, and Class members will have the opportunity to review and
 19 comment on or object to the fee petition as provided for in Federal Rule of Civil
 20 Procedure 23(h). *See also In re Mercury Interactive Corp. Sec. Litig.*, 618 F.3d 988
 21 (9th Cir. 2010). Approval of the Settlement will not be contingent on the Court
 22 approving fees and costs in any particular amount. Agmt. § 8.1.

23 **IV. THE CLASS ACTION SETTLEMENT PROCESS, AS AMENDED.**

24 While the Court is well-familiar with long-standing class action settlement
 25 approval procedure, given the newly-effective amendments to Rule 23 governing class
 26 settlements, Plaintiffs respectfully set out here the new process.

27 Pursuant to Federal Rule of Civil Procedure 23(e), class actions "may be settled
 28 ... only with the court's approval." Rule 23(e)(2) sets forth the criteria the court must

1 consider in determining whether a proposed class settlement merits approval. But
 2 because the court must also consider the perspective of the class members who would
 3 be bound by a settlement, the approval process is a three-step process. Further, where,
 4 as here, no class had been certified prior to settlement, consideration of class
 5 certification is folded into the three-step settlement approval process. The resulting
 6 combined approval/certification process is as follows:

7 *First*, the Court must make a preliminary determination of whether a settlement
 8 satisfies the criteria set out in Rule 23(e) (2). At the same time, the Court must
 9 determine whether it has a basis for concluding that it likely will be able, after the final
 10 approval hearing, to certify the class under the standards of Rule 23(a) and (b). If the
 11 answer to both questions is “yes,” the Court proceeds to step two.

12 *Second*, the Court directs combined¹⁸ notice of the proposed Class and the
 13 Settlement to class members pursuant to Rule 23(c) (2)(B) and 23(e) (1), which
 14 includes a period for class members to voice objections to the settlement, opt out of
 15 the proposed class, or to indicate their approval by making claims.

16 *Third*, the Court holds a hearing to make its final determination of whether the
 17 settlement is fair, reasonable, adequate under the criteria set forth in 23(e) (2); and
 18 whether the class merits certification.

19 As detailed below, this Settlement meets the standard for preliminary approval
 20 set by 23(e) (1), and Plaintiffs have established a basis for the Court to certify the
 21 Class, so notice should be directed to the Class.

22 **V. THE PROPOSED SETTLEMENT MERITS NOTICE AND** 23 **SCHEDULING FOR FINAL APPROVAL.**

24 As a matter of “express public policy,” federal courts favor and encourage
 25 settlements, particularly in class actions, where the costs, delays, and risks of

26 ¹⁸ Advisory Committee’s Note on the 2018 Amendments to Fed. R. Civ. P. 23 (“Adv.
 27 Cmte. Note”), Subdivision (c)(2) (“It is common to send notice to the class
 28 simultaneously under both Rule 23(e)(1) and Rule 23(c)(2)(B), including a provision
 for class members to decide by a certain date whether to opt out. This amendment
 recognizes the propriety of this combined notice practice.”).

1 continued litigation might otherwise overwhelm any potential benefit the class could
 2 hope to claim. *See Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1276 (9th Cir.
 3 1992) (noting the “strong judicial policy that favors settlements, particularly where
 4 complex class action litigation is concerned”); *see also* 4 Herbert B. Newberg & Alba
 5 Conte, *Newberg on Class Actions* (“*Newberg*”) § 11:41 (4th ed. 2002) (same,
 6 collecting cases). This is even more so where, as here, the case concerns an
 7 institutional failure to implement adequate practices and policies, and “[a] settlement
 8 is vastly superior to a litigated outcome, which would have been a non-consensual
 9 process not likely to result in an improved attitude or atmosphere” *Peoples v.*
 10 *Annucci*, 180 F. Supp. 3d 294, 308 (S.D.N.Y. 2016) (approving class action settlement
 11 in litigation challenging prison’s solitary confinement practices).¹⁹

12 Indeed, the few other courts that have considered class action settlements of sex
 13 abuse claims found they merited approval. In *Doe v. The John Hopkins Hosp.*, the
 14 Circuit Court of Maryland approved a class settlement of claims of surreptitious
 15 photographing and inappropriate touching brought by former patients against
 16 gynecologist Dr. Nikita Levy and Johns Hopkins University. No. 24C13001041, 2014
 17 WL 5040602 (Md. Cir. Ct. Sep. 19, 2014). And in *Jane Doe 30’s Mother v. Bradley*,
 18 the Superior Court of Delaware approved a class settlement of the claims of 7,000
 19 former patients who were sexually abused by Dr. Earl Bradley at Beebe Medical
 20 Center from 1994 through 2009. 64 A.3d 379 (Del. Super. Ct. 2012).²⁰ Most recently,
 21 in *Lecenat v. Perlitz*, No. 3:13-cv-01132-RNC (D. Conn. Feb. 11, 2019), the U.S.
 22 District Court for the District of Connecticut granted preliminary approval to a class
 23 action settlement under Rule 23 involving claims of sexual abuse of children at a
 24 school in Haiti.²¹

25 _____
 26 ¹⁹ Internal citations and quotations omitted throughout unless otherwise indicated.

27 ²⁰ While the *Johns Hopkins* and *Bradley* courts considered class certification under
 28 state law, Md. Rule 2-231 and Del. Super. Ct. Civ. R. 23 largely track the federal Rule
 23, making their analyses instructive here.

²¹ Opinion attached as Ex. 1.

A. The Contemporary Rule 23(e) Standard.

Rule 23 of the Federal Rules of Civil Procedure governs a district court's analysis of the fairness of a settlement of a class action. *See* Fed. R. Civ. P. 23(e). Effective December 1, 2018, amended Rule 23(e) (2) states that a district court should approve a proposed settlement:

only after a hearing and only on finding that it is fair, reasonable, and adequate after considering whether:

(A) the class representatives and class counsel have adequately represented the class;

(B) the proposal was negotiated at arm's length;

(C) the relief provided for the class is adequate, taking into account:

(i) the costs, risks, and delay of trial and appeal;

(ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;

(iii) the terms of any proposed award of attorneys' fees, including timing of payment; and

(iv) any agreement required to be identified under Rule 23(e)(3); and

(D) the proposal treats Class members equitably relative to each other.

The Advisory Committee recognized that the various Circuits had independently generated their own lists of factors to consider in determining whether a settlement is fair, reasonable, adequate,²² and made clear that the "goal of this amendment is not to displace any [Circuit-specific] factor, but rather to focus the court and the lawyers on the core concerns of procedure and substance that should guide the decision whether to approve the proposal."

In the absence of caselaw applying and interpreting the amended Rule 23(e) (2),

²² In the Ninth Circuit, those factors included: "the strength of the plaintiffs' case; the risk, expense, complexity, and likely duration of further litigation; the risk of maintaining class action status throughout the trial; the amount offered in settlement; the extent of discovery completed and the stage of the proceedings; the experience and views of counsel; the presence of a governmental participant; and the reaction of the Class members to the proposed settlement." *See Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998).

1 and because the *Hanlon* factors are similar, caselaw in this Circuit applying the
 2 *Hanlon* factors remains instructive here. That said, following the instructions of the
 3 Advisory Committee, Plaintiffs will “present the settlement to the court in terms of a
 4 shorter list of core concerns, by focusing on the primary procedural considerations and
 5 substantive qualities that should always matter to the decision whether to approve the
 6 proposal.” *Id.* As detailed below, the Settlement passes both procedural and
 7 substantive muster, and merits preliminary approval.

8 **B. The Settlement Was the Result of a Thorough, Informed, Fair**
 9 **Negotiation Process.**

10 As amended, Rule 23(e) requires a Court to ensure that in a proposed
 11 settlement, “the class representatives and class counsel have adequately represented
 12 the class” and that “the proposal was negotiated at arm’s length.” Fed. R. Civ. P. 23(e)
 13 (2)(A), (B). The Advisory Committee explains that these factors “identify matters that
 14 might be described as ‘procedural’ concerns, looking to the conduct of the litigation
 15 and of the negotiations leading up to the proposed settlement.”

16 Considerations at this stage can include “the nature and amount of discovery in
 17 this or other cases, or the actual outcomes of other cases,” which “may indicate
 18 whether counsel negotiating on behalf of the class had an adequate information base.”
 19 *Id.* Also important is the “conduct of the negotiations.” *Id.* “[T]he involvement of a
 20 neutral or court-affiliated mediator or facilitator in those negotiations may bear on
 21 whether they were conducted in a manner that would protect and further the class
 22 interests.” *Id.* Finally, the Court may look at “the treatment of any award of attorneys’
 23 fees, with respect to both the manner of negotiating the fee award and its terms.” *Id.*

24 All of these procedural concerns are satisfied here.

25 **1. Interim Class Counsel Had All Information Necessary to**
Negotiate on Behalf of the Class.

26 “In the context of class action settlements, ‘formal discovery is not a necessary
 27 ticket to the bargaining table’ where the parties have sufficient information to make an
 28

1 informed decision about settlement.” *Linney v. Cellular Alaska P’ship*, 151 F.3d 1234,
 2 1239 (9th Cir. 1998). Indeed, courts have expressly “decline[d] the invitation” to
 3 “require formal discovery before presuming that a settlement is fair,” noting instead
 4 that “[i]n some cases, informal discovery will be enough for class counsel to assess the
 5 value of the class’ claims and negotiate a settlement that provides fair compensation.”
 6 *In re NFL Players’ Concussion Injury Litig.*, 821 F.3d 410, 436–37 (3d Cir. 2016).
 7 Preliminary approval may be appropriate where the parties “have not reached the
 8 discovery stage of litigation” so long as they “possess adequate information
 9 concerning the strengths and weaknesses of Plaintiffs’ claims.” *In re NFL Players’*
 10 *Concussion Injury Litig.*, 301 F.R.D. 191, 199 (E.D. Pa. 2014); *see also id.* at n.6
 11 (“Courts have preliminary approved class action settlements where litigation is in its
 12 early stages and minimal discovery has occurred.” (collecting cases)).

13 In other words, the parties need not unearth every last fact of a case before they
 14 can settle it; rather, they must learn as much as necessary to ensure that claims are not
 15 undervalued or settled prematurely. To require otherwise would defeat one of the
 16 central tenets of dispute resolution: the opportunity to fairly settle strong claims
 17 without the costs of full-fledged litigation. The relevant analysis doesn’t depend on the
 18 page count of document productions, nor the hours of depositions taken—instead a
 19 court should ask whether the parties have undertaken sufficient steps given the context
 20 and circumstance of a particular case to make a reasonable, informed decision to settle
 21 Class members’ claims. The answer to that question here is “yes.”

22 From the outset, Tyndall’s conduct was widely reported in a number of in-depth
 23 investigative news articles—many of which included statements from Tyndall’s
 24 patients, coworkers, USC administrators, and Tyndall himself. These sources revealed
 25 extensive information about Tyndall’s misconduct and USC’s knowledge and
 26 inaction.²³ There never was any real dispute that Tyndall sexually abused his female

27
 28 ²³ In fact, the Los Angeles Times hosts a page devoted solely to its coverage of the
 Tyndall story, available at <http://www.latimes.com/local/california/la-me-usc-george->

1 patients for decades and that USC knew and failed to adequately respond. As a result,
 2 at all times Interim Class Counsel negotiated with a well-informed *presumption* that
 3 Tyndall committed the alleged abuses and USC knew about and failed to address it.
 4 Against that backdrop, reaching a fair, informed resolution of this case principally
 5 required a clear understanding of: (1) the nature of Tyndall's abuse, including the
 6 types of injury inflicted and extent of harm his victims suffered; and (2) the scope of
 7 abuse, including how many women he abused.

8 To learn this information, Interim Class Counsel vigorously investigated. USC's
 9 records—which Interim Class Counsel studied—demonstrated that Tyndall engaged in
 10 a range of misconduct, which in some cases included abusive physical contact with
 11 women and in other cases involved offensive questioning or remarks. Joint Decl. ¶ 11.
 12 They also met and interviewed hundreds of Tyndall's former patients to learn
 13 firsthand about their trauma. Interim Class Counsel also obtained from USC
 14 information about its student health center records, including access to USC's own
 15 data experts, allowing Class Counsel to determine class size and the content and
 16 completeness of USC's records. Joint Decl. ¶ 12.

17 Further, before and during the negotiations, Interim Class Counsel consulted
 18 with a number of experts, including specialists in working with sexual assault victims,
 19 diagnosing and treating PTSD, and crafting and implementing institutional policy
 20 changes to prevent sexual abuse in educational and medical contexts—as well as the
 21 special master who oversaw the settlement allocation process in the successful *Johns*
 22 *Hopkins* sex abuse class action,²⁴ among others. And this was to ensure Interim Class
 23 Counsel was thoroughly informed and able to take all those variables into account
 24 when negotiating the appropriate design, structure, and language for the Settlement
 25 Claims process to ensure it is sensitive and compassionate to Class members. *Cf. Doe*

26 [tyndall-sg-storygallery.html](#), which currently links to over forty different articles
 27 published since May 2018.

28 ²⁴ *Jane Doe No. 1 v. Johns Hopkins Hosp.*, No. 24-C-13-001041 (Md. Cir. Ct. 2014).

1 *#1 by Parent #1 v. New York City Dep't of Educ.*, No. 16-cv-1684, 2018 WL 3637962,
 2 at *11 (E.D.N.Y. July 31, 2018) (parties “did not engage in formal discovery” yet
 3 counsel “nonetheless conducted a thorough investigation,” including by meeting with
 4 class members, reviewing documents, and consulting with a child psychologist).

5 Nor is the speed with which the parties reached a resolution a concern: “an early
 6 resolution may demonstrate that the parties and their counsel are well prepared and
 7 well aware of the strength and weaknesses of their positions and of the interests to be
 8 served by an amicable end to the case.” *In re AT & T Mobility Wireless Data Servs.*
 9 *Sales Tax Litig.*, 789 F. Supp. 2d 935, 967 (N.D. Ill. 2011); *see also Brown v. 22nd*
 10 *District Agricultural Assoc.*, No. 15-cv-2578-DHB, 2017 WL 2172239, at *8 (S.D.
 11 Cal. May 17, 2017) (approving settlement “notwithstanding an abbreviated discovery
 12 period” where parties “negotiated the Settlement with ample knowledge of the
 13 strength and weaknesses of this case and the amounts necessary to compensate Class
 14 members for their estimated damages” and “engaged in extensive good-faith, arms-
 15 length negotiations, including a full-day early neutral evaluation session before the
 16 Court”).

17 In sum, Interim Class Counsel’s focused, thorough investigation of the
 18 necessary information required for settlement here enabled them to come to the
 19 mediation table with a fulsome understanding of the strengths and weaknesses of the
 20 claims. Joint Decl. ¶ 15. Devoting time and effort to further discovery of already-
 21 established facts such as who at USC knew what when would have led to delay and
 22 the development of cumulative evidence without advancing the parties’ ability to
 23 reach a fair resolution. For these reasons, Judge Phillips concluded this litigation was
 24 fit for prompt resolution. Phillips Decl. ¶ 13.

25 **2. The Settlement Was Negotiated at Arm’s Length with the** 26 **Assistance of an Experienced, Neutral Mediator.**

27 The close involvement of Judge Phillips throughout the settlement negotiation
 28 process underscores the procedural fairness of the Settlement. *See Adv. Cmte. Note*

1 (“[T]he involvement of a neutral or court-affiliated mediator or facilitator in those
 2 negotiations may bear on whether they were conducted in a manner that would protect
 3 and further the class interests.”); *see also Fed. Ins. Co. v. Caldera Med., Inc.*, No.
 4 2:15-cv-00393-SVW-PJW, 2016 WL 5921245, at *5 (C.D. Cal. Jan. 25, 2016)
 5 (Wilson, J.) (“The assistance of an experienced mediator in the settlement process
 6 confirms that the settlement is non-collusive”).

7 **3. Attorneys’ Fees Were Negotiated Separately and After** 8 **Monetary Relief for the Class.**

9 Notably, the parties negotiated attorneys’ fees for Class Counsel only *after*
 10 reaching agreement on the monetary relief for the Class. Phillips Decl. ¶ 11. “The fact
 11 that the parties ... did not discuss attorneys’ fees until all other issues were virtually
 12 finalized, is also indicative of a fair and arm’s-length process.” *Lucas v. Kmart Corp.*,
 13 234 F.R.D. 688, 693 (D. Colo. 2006); *Sadowska v. Volkswagen Grp. of Am., Inc.*, No.
 14 CV 11-00665, 2013 WL 9600948, at *8 (C.D. Cal. Sept. 25, 2013) (approving
 15 settlement and finding agreement on fees and expenses reasonable where “[o]nly after
 16 agreeing upon proposed relief for the Class Members, did the parties discuss
 17 attorneys’ fees, expenses, and costs”); *Rodriguez v. Farmers Ins. Co. of Ariz.*, No. CV
 18 09-06786, 2013 WL 12109896, at *5 (C.D. Cal. Aug. 4, 2013) (same).

19 **C. The Settlement Is Not Just Adequate—It Is Outstanding.**

20 Rule 23(e) (2)(C) and (D) “focus on what might be called a ‘substantive’ review
 21 of the terms of the proposed settlement.” Adv. Cmte. Note R. 23. Specifically,
 22 amended Rule 23(e) (2)(C) requires a court to consider whether “the relief provided
 23 for the class is adequate, taking into account ... the effectiveness of any proposed
 24 method of distributing relief to the class, including the method of processing class-
 25 member claims” and “the terms of any proposed award of attorneys’ fees, including
 26 timing of payment.” Fed. R. Civ. P. 23(e) (2)(C)(ii), (iii). And amended Rule 23(e)
 27 (2)(D) considers whether “the proposal treats Class members equitably relative to each
 28 other.”

1 All these substantive considerations are satisfied here. The Settlement achieves
 2 the core goal of the litigation: accountability. It does so by providing substantial
 3 compensation to all Class Members, distributed via a fair and compassionate claims
 4 process, and by treating Class members equitably relative to one another. And it does
 5 so by requiring lasting institutional changes at USC, with independent oversight.

6 **1. The Relief Provided for the Class Is Substantial, Particularly in**
 7 **Light of the Costs, Risks, and Delay of Trial.**

8 The amended Rule instructs courts to consider the “costs, risks, and delay of
 9 trial and appeal.” Fed. R. Civ. P. 23(e) (2)(C)(i). As the Advisory Committee
 10 explained: “Often, courts may need to forecast the likely range of possible classwide
 11 recoveries and the likelihood of success in obtaining such results. That forecast cannot
 12 be done with arithmetic accuracy, but it can provide a benchmark for comparison with
 13 the settlement figure.” Whether from the amended Rule or *Hanlon*, these risk/benefit-
 14 related factors all counsel in favor of preliminary approval here.

15 **a. Litigation Is Invasive; Participation in this Settlement Is Not.**

16 The most significant cost of litigation for Class members is the substantial
 17 emotional toll that litigating through trial would impose on each victim. Defendants
 18 likely would seek to take victims’ testimony through deposition or at trial. Women
 19 who filed suit using a Jane Doe pseudonym face having their identities revealed.
 20 Testifying requires victims to publicly re-live and recount the traumatic experiences
 21 they endured. The *Bradley* court recognized as much when it approved a class action
 22 settlement of the claims of 7,000 former patients who were sexually abused by their
 23 doctor:

24 [T]he emotional costs of litigation cannot be ignored. The victims in this
 25 case are ... already traumatized. Further litigation would exacerbate the
 26 trauma and very likely blow the lid off the patient confidentiality that has
 been so carefully maintained and protected throughout the litigation thus
 far. This settlement allows the victims to avoid paying these devastating
 costs.

27 64 A.3d at 395–96.; *see also id.* at 404 (“With ... litigation behind them . . . all focus
 28

1 can now be placed on picking up the pieces as best as possible.”). Resolving this case
 2 through the Settlement allows Class members the choice to put this behind them
 3 instead of re-living painful memories for years in protracted litigation. While public
 4 trials play an important societal role, a class settlement that preserves the privacy of
 5 those who need or prefer it plays an equally important role in resolving claims of
 6 victims without imposing the risk of further trauma and litigation that even a trial
 7 victory would impose. We no longer practice trial by ordeal, for good reason. The
 8 ordeals already undergone by class members should not be exacerbated as the price of
 9 justice.

10 **b. Litigation Is Slow, and By No Means a Slam Dunk.**

11 The Settlement’s significant benefits reflect the strength of Plaintiffs’ case on
 12 the merits and the likelihood that Plaintiffs would have been able to certify a litigation
 13 class, maintain certification through trial, and prevail on their claims. While Plaintiffs
 14 believe in the strength of their case, they also recognize that litigation is uncertain,
 15 making compromise of claims in exchange for the Settlement’s certain, immediate,
 16 and substantial benefits an unquestionably reasonable outcome.

17 The *Bradley* court found that sex abuse class action settlement of particular
 18 merit because: “This settlement was reached after careful investigation of the facts but
 19 without substantial litigation. Had the parties not reached this settlement, years of
 20 heated litigation awaited them. ... This settlement allows the parties to avoid lengthy
 21 (several years at least) and costly litigation in favor of a fair and final resolution now.”
 22 64 A.3d at 395.. The *Johns Hopkins* court reached a similar conclusion, noting that
 23 “Notwithstanding Dr. Levy’s widely publicized misconduct, if the case were litigated
 24 further, the Plaintiffs would still face difficulties in establishing Johns Hopkins
 25 liability and proving damages” and “expensive and protracted litigation for years to
 26 come.” 2014 WL 5040602, at *4; *see also Syed v. M-I, L.L.C.*, No. 1:12-cv-01718,
 27 2017 WL 714367, at *9 (E.D. Cal. Feb. 22, 2017) (finding a wage-and-hour settlement
 28

1 fair and reasonable where litigation risks included “the court’s denial of certification
2 of their Rule 23 proposed class”).

3 Here, if Interim Class Counsel were to prosecute these claims through trial and
4 appeal, recovery would come, if at all, years in the future and at far greater risk and
5 expense to the Class. While Plaintiffs are confident in the strength of their claims, they
6 also recognize the potential risks and uncertainty attendant to any litigation. This
7 Settlement obviates such risks and delays in exchange for privacy, choice, immediacy,
8 guaranteed monetary compensation, and accountability.

9 **2. The Settlement Claims Process Is Efficient, Accurate, and** 10 **Sensitive to Claimant’s Needs and Privacy.**

11 In assessing whether the “relief provided for the class is adequate,” courts also
12 consider “the effectiveness of any proposed method of distributing relief to the class,
13 including the method of processing class-member claims.” Fed. R. Civ. P. 23(e)
14 (2)(C)(ii). As the Advisory Committee’s notes explain: “Often it will be important for
15 the court to scrutinize the method of claims processing to ensure that it facilitates
16 filing legitimate claims. A claims processing method should deter or defeat unjustified
17 claims, but the court should be alert to whether the claims process is unduly
18 demanding.”

19 Here, the Settlement claims process detailed above is uniquely designed to
20 provide an accessible, safe, and private way for Tyndall’s victims to tell their stories—
21 to the extent and in the way they choose—and get compensation for the harms they
22 suffered. Its three-tier structure centered on claimant choice is a creative way to
23 maximize payments and simplicity while also allowing for fuller inquiry and greater
24 payment for those who want it.

25 **3. The Terms and Timing of the Proposed Award of Attorney’s** 26 **Fees Puts Class Members First.**

27 Rule 23(e) (2)(C)(iii) provides that a court should consider “the terms of any
28 proposed award of attorneys’ fees, including time of payment” when determining the

1 adequacy of relief. Here, the Settlement provides that Defendants will pay Interim
2 Class Counsel's attorneys' fees and costs separately, without any reduction of the
3 Settlement Amount. The Court alone will decide attorneys' fees and costs, and Interim
4 Class Counsel will not seek an amount greater than \$25 million. Class members will
5 have the opportunity to comment on or object to any fee petition as set forth in Rule
6 23(h). And approval of the Settlement will not be contingent on the Court approving
7 fees and costs in any particular amount. *See* Agmt. § 8.1

8 The intended timing of Class Counsel's request for attorneys' fees here also
9 puts Class members first. Ordinarily, Class Counsel would file their motion for an
10 award of fees and costs at the same time as their final approval papers, and the fee
11 motion would be heard and decided at the final approval hearing. Here, however,
12 Class Counsel propose to file their motion for an award of fees and costs only *after*
13 final approval is decided and the claims process is completed, so that the Court can
14 evaluate that motion with benefit of full and complete information about settlement
15 implementation and payments to the Class.

16 That said, Interim Class Counsel recognize that under Fed. R. Civ. P. 23 (h) and
17 *In re Mercury Interactive Corp. Sec. Litig.*, 618 F.3d 988 (9th Cir. 2010), Class
18 members must be informed of the *amount* of fees Class Counsel intend to seek as part
19 of the final approval process, and also have a right to review and consider the actual
20 fee motion papers and object to the fee sought should they wish. Class Counsel will
21 provide such notice (likely via posting on settlement website) and subsequent
22 objection opportunity when they file their fees motion. This process complies with all
23 fee notice requirements.

24 **4. There Are No Undisclosed Side Agreements.**

25 Amended Rule 23(e) (3) requires the parties seeking approval for a class action
26 settlement to "file a statement identifying any agreement made in connection with the
27 proposal." The Settlement includes a side agreement that permits USC to terminate the
28

1 Settlement if the number of Class members who opt out exceeds a certain threshold.
 2 Class action settlements often contain this type of provision,²⁵ and the side agreement
 3 will be filed publicly. Only the opt out trigger number will be confidential and filed
 4 with the Court in a sealed envelope. There are no other agreements to disclose under
 5 Rule 23(e) (3).

6 **5. The Settlement Treats Class Members Equitably Relative to** 7 **Each Other.**

8 Finally, amended Rule 23(e) (2)(D) states that a court should consider whether
 9 “the proposal treats Class members equitably relative to each other.” This factor is
 10 intended to ensure that a proposed settlement does not include “inequitable treatment
 11 of some Class members vis-a-vis others.” Adv. Cmte. Note R. 23.

12 By design, the Settlement treats Class members equitably by presenting each of
 13 them with the same choices within the three-tier structure. All Class members are
 14 eligible to receive the same guaranteed minimum \$2,500 compensation solely by
 15 virtue of being a Class member. And all Class members who choose to submit a Tier 2
 16 or 3 claim are eligible for awards up to \$20,000 or \$250,000, respectively. For Tier 2
 17 and 3 claims, the Special Master makes a claim award determination within the range
 18 for each Tier based on the information provided by each claimant.

19 Moreover, this process is similar to the court-approved allocation process
 20 successfully employed in the *Johns Hopkins* class settlement, where, based on
 21 claimant interviews, the special master allocated claim payment amounts among the
 22 9,000 claimants within the ranges set for four claim categories.

23 The Settlement thus ensures that Class members are treated equitably relative to
 24 each other and meets the considerations of Rule 23(e) (2)(D).

25 * * *

26 ²⁵ See, e.g., *Chao v. Aurora Loan Servs., LLC*, No. C 10-3118 SBA, 2014 WL
 27 4421308, at *3 n.2, *7 (N.D. Cal. Sept. 5, 2014); *Multi-Ethnic Immigrant Workers*
 28 *Org. Network v. City of Los Angeles*, No. CV 07-3072 AHM (FMOx), 2009 WL
 1065072, at *4 (C.D. Cal. Mar. 19, 2009).

1 For all the reasons detailed above, the Settlement satisfies all the Rule 23(e) (2)
2 factors and preliminary approval is warranted here.

3 **VI. THE COURT WILL BE ABLE TO CERTIFY THE CLASS.**

4 In cases where a class has not been certified prior to settlement, the Court must
5 also consider the prospect of class certification in determining whether to direct notice
6 to the class. Adv. Cmte. Note R. 23(e)(2). While the ultimate decision on class
7 certification is not made until the final approval hearing, at the preliminary approval
8 stage the parties must nevertheless “ensure that the court has a basis for concluding
9 that it likely will be able, after the final hearing, to certify the class.” Adv. Cmte. Note
10 R. 23(e)(1). Rule 23 governs class certification; to be certified, a class must meet all of
11 the requirements of Rule 23(a), and the requirements of one of the subsections of
12 23(b). Here, Plaintiffs will seek certification under 23(b) (3). As described below, the
13 Class readily meets the requirements of Rule 23.

14 The few courts that have considered certification of sex abuse class actions have
15 granted certification, and indeed found class treatment particularly appropriate. In
16 *Bradley*, the court certified a class of 7,000 former patients who were abused by their
17 doctor, finding certification of their claims appropriate because: “the claims against
18 the [] Defendants arising from the harm caused by Dr. Bradley were largely based on
19 the same factual and legal predicates; [] with a potential class of as many as seven
20 thousand (7000) children, the litigation of individual claims, even if aggregated in
21 some form, would have been impractical and burdensome for all concerned; [] the
22 case involved ... victims, ...all of whom would have been emotionally traumatized by
23 separate litigation and trials; ...[] a class action ensures consistent and transparent
24 resolution of all claims.” 64 A.3d at 385. Similarly, the *Johns Hopkins* court certified a
25 class of over 12,000 former patients for claims of surreptitious photographing and
26 inappropriate touching by their gynecologist. 2014 WL 5040602.

A. The Class Meets the Requirements of Rule 23(a)

1. The Class Is Sufficiently Numerous.

Rule 23(a)(1) is satisfied when “the class is so numerous that joinder of all Class members is impracticable.” Fed. R. Civ. P. 23(a) (1); *see also Ambriz v. Coca Cola Co.*, No. CV 14-00715 SVW, 2015 WL 12683823, at *2-3 (C.D. Cal. Mar. 11, 2015) (Wilson, J.) (joinder impracticable and numerosity met where putative class contained “about 86 members”). Tyndall practiced at USC’s student health facilities for over thirty years. The Class consists of approximately 14,000 to 17,000 women, whose identities are ascertainable through USC’s records. Many Class members have since graduated and dispersed around the United States and the world. The large size of the Class and the geographic disparity of its members render joinder impracticable here.

2. There Are Common Questions of Both Law and Fact.

“Federal Rule of Civil Procedure 23(a)(2) conditions class certification on demonstrating that members of the proposed class share common ‘questions of law or fact.’” *Stockwell v. City & Cty. of San Francisco*, 749 F.3d 1107, 1111 (9th Cir. 2014). The “commonality requirement has been ‘construed permissively,’ and its requirements deemed ‘minimal.’” *Estrella v. Freedom Fin’l Network*, No. C 09-03156 SI, 2010 WL 2231790, at *25 (N.D. Cal. June 2, 2010) (quoting *Hanlon*, 150 F.3d at 1020).

The Supreme Court has held that to satisfy commonality, “[e]ven a single [common] question’ will do.” *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 359 (2011). This is because “[w]hat matters to class certification . . . is not the raising of common questions -- even in droves -- but, rather, the capacity of a classwide proceeding to generate common *answers* apt to drive the resolution of the litigation.” *Id.* at 350 (emphasis in original). Thus, the putative class’s “claims must depend upon a common contention . . . of such a nature that it is capable of classwide resolution—

1 which means that determination of its truth or falsity will resolve an issue that is
 2 central to the validity of each one of the claims in one stroke.” *Id.* at 349.

3 Here, the claims of all Class members focus almost entirely on *Defendants’*
 4 conduct—that of Tyndall in his sexual abuse of the victims, and USC’s hiring,
 5 retaining, supervising, and failing to respond to complaints about Tyndall, as well as
 6 its failure to have appropriate policies and procedures in place to protect students from
 7 sexual assault. The circumstances of this case raise common questions of law and fact,
 8 the resolution of which will generate common answers “apt to drive the resolution of
 9 the litigation” for the Class as a whole. *Dukes*, 564 U.S. at 350. Because Plaintiffs
 10 allege that their and the Class’s “injuries derive from [D]efendants’ alleged ‘unitary
 11 course of conduct,’” they have “‘identified a unifying thread that warrants class
 12 treatment.’” *Sykes v. Mel Harris & Assocs. LLC*, 285 F.R.D. 279, 290 (S.D.N.Y.
 13 2012); *Syed*, 2017 WL 714367, at *5 (“Commonality is generally satisfied where . . .
 14 the lawsuit challenges a system-wide practice or policy that affects all of the putative
 15 Class members.”).

16 Courts have found commonality satisfied in sex abuse class actions. *See*
 17 *Bradley*, 64 A.3d at 385–86 (granting certification of class action involving 7,000
 18 victims of physician sexual assault, acknowledging “the common threads that run
 19 through the claims” and finding commonality satisfied because victims’ claims “were
 20 largely based on the same factual and legal predicates”); *Jane Doe 2 v. The*
 21 *Georgetown Synagogue-Kesher Israel Congregation*, No. 2014 CA 007644 B, slip op.
 22 at 14 (D.C. Super. Oct. 24, 2018) (certifying a class of over 150 women surreptitiously
 23 videotaped disrobing and bathing in the National Capital Mikvah’s ritual bath by
 24 Rabbi Bernard Freundel, finding commonality satisfied because “Class members share
 25 common questions of law or fact, such as whether Defendant Freundel videotaped
 26 females without their consent and whether Defendant Freundel acted as an agent or
 27
 28

employee of any of the Defendants within the course and scope of his employment”).²⁶

Here, some of the questions common to the Class include whether Tyndall engaged in sexual harassment, invasion of privacy, assault, and battery; whether Tyndall’s wrongful conduct was committed within the scope of his employment at USC; whether USC had knowledge of Tyndall’s wrongful conduct; whether USC facilitated Tyndall’s pattern and practice of sexual harassment, invasion of privacy, assault, and battery; whether USC or Tyndall engaged in conduct designed to suppress complaints or reports regarding Tyndall’s conduct; whether USC negligently retained or supervised Tyndall; whether USC ratified Tyndall’s conduct; and whether USC is vicariously liable for Tyndall’s conduct. The answers to such questions are the same no matter who in the Class asks them, or how many times they are asked, and the answers to these common questions are central to the litigation.

In a case like this, where the exact factual circumstances of each Class member’s injury may vary, commonality exists where a course of conduct subjects all Class members to a similar risk or threat of harm. *See, e.g., D.G. v. Devaughn*, 594 F.3d 1188, 1196 (10th Cir. 2010) (“Though each Class member may not have actually suffered abuse, neglect, or the risk of such harm, Defendants’ conduct allegedly poses a risk of impermissible harm to all [proposed Class members].”); *Connor B. ex rel. Vigurs v. Patrick*, 272 F.R.D. 288, 295 (D. Mass. 2011) (commonality requirement satisfied by allegations of “specific policies and/or failures” that “resulted in specific harms to each named Plaintiff and that pose a continuing threat to the entire Plaintiff class”). Accordingly, Rule 23’s commonality requirement is satisfied here.

3. Plaintiffs’ Claims Are Typical.

Rule 23(a)(3) requires that “the claims or defenses of the representative parties are typical of the claims or defenses of the class.” Fed. R. Civ. P. 23(a) (3)). “The test of typicality is ‘whether other members have the same or similar injury, whether the

²⁶ Opinion attached as Ex. 2.

1 action is based on conduct which is not unique to the named plaintiffs, and whether
 2 other class members have been injured by the same course of conduct.” *Parsons v.*
 3 *Ryan*, 754 F.3d 657, 685 (9th Cir. 2014).

4 The same course of conduct that injured Plaintiffs injured other Class members.
 5 While the precise circumstances of each class member’s interaction with Tyndall may
 6 vary, all suffered harm from USC’s failure to address Tyndall’s behavior. Therefore,
 7 typicality is satisfied.

8 **4. Plaintiffs and Class Counsel Will Fairly and Adequately**
 9 **Protect the Interests of the Class.**

10 Courts ask two questions to evaluate whether the adequacy of representation
 11 requirement of Rule 23(a) (4) is satisfied: “(1) Do the representative plaintiffs and
 12 their counsel have any conflicts of interest with other class members, and (2) will the
 13 representative plaintiffs and their counsel prosecute the action vigorously on behalf of
 14 the class?” *Staton v. Boeing Co.*, 327 F.3d 938, 957 (9th Cir. 2003). Here, the answer
 15 to each of those questions is “yes.”

16 **a. Plaintiffs Have No Conflicts of Interest and Have Diligently**
 17 **Pursued the Action on Behalf of the Class.**

18 Plaintiffs have agreed to serve in a representative capacity, communicated
 19 diligently with Interim Class Counsel, shared their stories, reviewed the complaint,
 20 and consulted with counsel on settlement. Plaintiffs will continue to act in the best
 21 interests of the class members, all of whom have an interest in proving that Tyndall
 22 unlawfully harmed the women he saw for treatment at the student health center, and
 23 that USC failed to adequately protect women from Tyndall. Various Plaintiffs,
 24 moreover, visited Tyndall at the clinic at different times within the class period. There
 25 are no conflicts between Plaintiffs and the Class.

26 **b. Interim Class Counsel Are Qualified to Serve as Class Counsel.**

27 Interim Class Counsel are qualified to serve as Class Counsel. Collectively, they
 28 have decades of experience successfully representing plaintiffs and aggrieved classes

1 in complex class action litigation, including in sexual misconduct cases. *See* [Dkt. 34.]

2 **B. The Class Meets the Requirements of Rule 23(b)(3).**

3 As to the familiar predominance and superiority requirements of Rule 23(b) (3),
 4 when “[c]onfronted with a request for settlement-only class certification, a district
 5 court need not inquire whether the case, if tried, would present intractable
 6 management problems . . . for the proposal is that there will be no trial.” *Amchem*
 7 *Prods. v. Windsor*, 521 U.S. 591, 620 (1997) (explaining that subdivision 23(b)(3)(D)
 8 drops out of the analysis).

9 **1. Common Issues of Law and Fact Predominate.**

10 The predominance inquiry “asks whether the common, aggregation-enabling,
 11 issues in the case are more prevalent or important than the non-common, aggregation-
 12 defeating, individual issues.” *Tyson Foods, Inc. v. Bouaphakeo*, 136 S.Ct. 1036, 1045
 13 (2016). “When one or more of the central issues in the action are common to the class
 14 and can be said to predominate, the action may be considered proper under Rule 23(b)
 15 (3) even though other important matters will have to be tried separately, such as
 16 damages or some affirmative defenses peculiar to some individual Class members.”
 17 *Id.* “[T]he office of a Rule 23(b)(3) certification ruling . . . is to select the method best
 18 suited to adjudication of the controversy fairly and efficiently.” *Amgen Inc. v. Conn.*
 19 *Ret. Plans & Tr. Funds*, 568 U.S. 455, 460 (2013). Thus, “[w]hen common questions
 20 present a significant aspect of the case and they can be resolved for all members of the
 21 class in a single adjudication, there is clear justification for handling the dispute on a
 22 representative rather than on an individual basis.” *Hanlon*, 150 F.3d at 1022.

23 Common questions of law and fact predominate here. As noted above, there are
 24 dozens of common legal and factual issues that lay “at the core of each Class
 25 member’s case—they would ‘prevail or fail in unison.’” *Ambriz*, 2015 WL 12683823,
 26 at *4. All Class members have Title IX claims that USC’s failure to discipline Tyndall
 27
 28

1 amounts to unlawful discrimination.²⁷ Because of this shared federal claim, a choice-
 2 of-law analysis would be superfluous and unnecessary.²⁸ Moreover, all of the claims
 3 center on Tyndall’s misconduct and that of USC, which conduct is common to all
 4 Class members: whether and when USC had notice of Tyndall’s abusive conduct and
 5 statements; whether and when USC should have taken corrective action; why it failed
 6 to do so; whether Tyndall’s conduct was medically justified; and whether his conduct
 7 can be vicariously imputed to USC. *See Johns Hopkins*, 2014 WL 5040602, at *2
 8 (common questions included vicarious liability and when university knew of doctor’s
 9 behavior). Much of the same evidence would be necessary to establish liability in each
 10 victim’s case, if brought individually.

11 In contrast to these numerous common issues, the individual questions are few,
 12 and generally only concern issues of individual damage calculation. Indeed,
 13 differences that “go primarily to damages . . . cannot destroy predominance.” *Ambriz*,
 14 2015 WL 12683823, at *4. The predominance test is satisfied here. Of course, should
 15 any Class member decide to opt out and pursue her claim individually, Rule 23(b)(3)
 16 and this Settlement allow for that as well.

17 **2. Class Treatment Is Superior in This Case.**

18 Rule 23(b) (3) also requires a class action to be “superior to other available
 19 methods for fairly and efficiently adjudicating the controversy.”

20 The Settlement allows all of Tyndall’s victims to receive compensation
 21 efficiently, instead of limiting recovery to women willing to step forward as a plaintiff.
 22 Collective action is plainly superior in cases involving traumatic injuries, as victims of
 23 assault or abuse often do not wish to subject themselves to litigation, whether to avoid

24
 25 ²⁷ *See* Tr. of Aug. 13, 2018 Hr’g at 6 (“[T]he court makes this observation: It does
 26 seem established, although it isn’t necessarily intuitive, that the Title IX does apply to
 27 this type of complaint”).

28 ²⁸ Additionally, because the conduct at issue occurred in California, all Class members
 could assert colorable claims under California law. *See Ehret v. Uber Techs, Inc.*, 68
 F. Supp. 3d 1121, 1131-32 (N.D. Cal. 2014); *Clothesrigger, Inc. v. GTE Corp.*, 191
 Cal. App. 3d 605, 615-16 (1987).

1 making their experience public, having to testify about it, or having to confront their
 2 abuser in court. *See, e.g., Doe v. Roman Catholic Diocese of Covington*, No. 03-CI-
 3 00181, 2006 WL 250694, at *5 (Ky. Cir. Ct. Jan. 31, 2016) (“The class action
 4 procedure has encouraged a large number of people to come forward who would
 5 otherwise never have done so had they been left to their individual devices.”);
 6 *Bradley*, 64 A.3d at 385 (certified sexual abuse settlement class where the victims
 7 “would have been emotionally traumatized by separate litigation and trials” and “a
 8 class action ensures consistent and transparent resolution of all claims”). Thus, the
 9 class action serves as a valuable, vastly superior mechanism in cases like these, where
 10 those individuals who choose to come forward and speak up may obtain justice for
 11 those who cannot.

12 The Settlement is also specifically designed so that members do not have to
 13 wholly surrender control of their claims: the Settlement contemplates individualized
 14 consideration of particular claims through the Special Master’s administration of the
 15 three-tiered settlement structure. This focus on claimant choice is a creative way to
 16 maximize payments and simplicity, while allowing for fuller inquiry and greater
 17 payment for those who want it. This proposed process incorporates the efficiency of
 18 the class mechanism with the particular needs of Class members in this case. The
 19 result: an efficient claims process that provides fair compensation to all victims.

20 Because the class action device provides the superior means to effectively and
 21 efficiently resolve this controversy, and as the other requirements of Rule 23 are each
 22 satisfied, certification of the Class under Rule 23(b)(3) is appropriate.

23 **VII. THE PROPOSED NOTICE PROGRAM PROVIDES THE BEST** 24 **PRACTICABLE NOTICE.**

25 Once a court has determined that giving notice of a proposed settlement is
 26 justified (by preliminarily approving settlement and determining the court will be able
 27 to certify the class at final hearing), the Court must direct notice to the Class pursuant
 28 to Rule 23(e)(1) and 23(c)(2)(B). The proposed Notice and notice program conform to

1 the mandates of Rule 23 and due process. *See* Fed. R. Civ. P. 23(c) (2) (requiring “the
 2 best notice that is practicable under the circumstances, including individual notice to
 3 all members who can be identified through reasonable effort.”); *see also* Adv. Cmte.
 4 Note R. 23(c)(2) (endorsing simultaneous notice of settlement and class action).²⁹
 5 “The ultimate goal of giving notice is to enable Class members to make informed
 6 decisions about whether to opt out or, in instances where a proposed settlement is
 7 involved, to object or make claims.” *Id.* In some cases, the court and counsel “may
 8 wish to consider the use of class notice experts or professional claims administrators.”
 9 *Id.* In opt-out actions, the proposed method “should be as convenient as possible,
 10 while protecting against unauthorized opt-out notices.” *Id.*

11 The Notice here was designed by an experienced and well-qualified notice
 12 provider, JND, selected by Interim Class Counsel after a competitive bidding process.
 13 Joint Decl. ¶ 30; Keough Decl. ¶ 3. It includes all the information required under Rule
 14 23(c) (2)(B): the nature of the action, the class definition, a summary of the class
 15 claims, that a Class member may enter an appearance through an attorney, that the
 16 Court will grant timely exclusion requests, the time and manner for requesting
 17 exclusion, and the binding effect of final approval. Keough Decl. Exs. B-1 and B-2
 18 (Long-Form Notices). The Notice includes all information necessary for Class
 19 members to make informed decisions about making a claim.

20 While mailed notice is not required, *see Briseno v. ConAgra Foods, Inc.*, 844
 21 F.3d 1121, 1129 (9th Cir. 2017), here it is the best notice practicable. To ensure that
 22 all women who may have seen Tyndall learn about the Settlement and their rights,
 23 notice will be mailed to *all* women who were USC students during the class period
 24 and whose contact information is in USC’s records. Keough Decl. ¶ 13. Additionally,
 25 the notice will be published in media likely to be viewed by Class members, such as

26
 27 ²⁹ “It is common to send notice to the class simultaneously under both Rule 23(e)(1)
 28 and Rule 23(c)(2)(B), including a provision for class members to decide by a certain
 date whether to opt out. This amendment recognizes the propriety of this combined
 notice practice.” *Id.*

1 the *Daily Trojan* and USC's alumni magazine, and as part of an online notice
2 campaign. *Id.*

3 The Notice should be approved and directed to the Class.

4 **VIII. THE PROPOSED FINAL APPROVAL HEARING SCHEDULE.**

5 The last step in the approval process is the final approval hearing, at which the
6 Court may hear any evidence and argument necessary to evaluate the Settlement. At
7 that hearing, proponents of the Settlement may explain and describe its terms and
8 conditions and offer argument in support of settlement approval, and Class members,
9 or their counsel, may be heard in support of or in opposition to the Proposed
10 Settlement. Plaintiffs' respectfully request the Court enter the proposed schedule
11 attached as Attachment A.

12 **IX. CONCLUSION**

13 The story of George Tyndall's tenure at USC is a story of abuse and
14 victimization and an institution that, for too long, looked the other way. This
15 Settlement brings a fitting end to that story, achieving this litigation's central goal of
16 accountability. It provides real, immediate, and certain compensation for thousands of
17 women—no less than \$2500 and up to \$250,000 each, net of attorneys' fees and
18 costs—while allowing *them* to choose whether and how much to tell of their stories.
19 And it ensures lasting institutional change at USC to prevent anything like this from
20 ever happening again. In these ways, it is more than just fair, reasonable, and
21 adequate—it is an outstanding result for the Class.

22 For all these reasons, Plaintiffs respectfully request that the Court (1) grant
23 preliminary approval, (2) direct notice to the Class, and (3) schedule a fairness
24 hearing.

1 DATED: February 12, 2019.

Respectfully submitted,

2 HAGENS BERMAN SOBOL SHAPIRO LLP

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Proposed Additional Class Counsel

ATTACHMENT A

Plaintiffs propose the following schedule for further settlement proceedings:

<u>Event</u>	<u>Date</u>
Claims Administrator sends Notice (“Notice Date”)	28 days after entry of preliminary approval order or 4/18/2019, whichever is later
Objection and Opt-out Deadline	90 days after Notice Date
Motion for Final Settlement Approval Due	No later than 49 days before Final Approval Hearing
Deadline to Submit Claim Forms and Statement of Class Membership Forms	120 days after Notice Date
Final Approval Hearing	Monday, August 26, 2019
Special Master files Report on Claims Process	28 days after completion of Claims Process
Motion for Award of Attorney’s Fees, Costs, and Service Awards to Class Representatives (“Fee Motion”) Due	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

EXHIBIT 1

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

GESNER LECENAT a/k/a LECENAT GESNER
JASON MAXWEL DERIZA a/k/a DERIZA JASON
MAXWEL a/k/a JASON MAXWEL DERIZARD a/k/a
DERIZARD JASON MAXWEL, individually and on
behalf of themselves and all others similarly
situated,

Plaintiffs,

v.

DOUGLAS PERLITZ et al.,

Defendants.

Civil Action No.:
3:13-cv-01633-RNC
3:14-cv-00668-RNC

FILED
FEB 11 P 3:58
US DISTRICT COURT
HARTFORD CT

~~Proposed~~ PRELIMINARY APPROVAL ORDER

Plaintiffs, Gesner Lecenat a/k/a Lecenat Gesner and Jason Maxwel Deriza a/k/a Deriza Jason Maxwel a/k/a Jason Maxel Derizard a/k/a Derizard Jason Maxwel, by and through their counsel, having moved this Court pursuant to Fed. R. Civ. P. 23 for a preliminary approval of a proposed Class Settlement in accordance with the terms of the Settlement Agreement submitted to this Court; the Court having read and considered the Settlement Agreement, and Defendants Father Paul E. Carrier, S.J.; Hope E. Carter; Fairfield University; The Society of Jesus of New England, Inc., and Sovereign Military Hospitaller Order of St. John of Jerusalem of Rhodes and of Malta, American Association, U.S.A., Inc. a/k/a Order of Malta, American Association USA (collectively "Defendants") having consented to the entry of this Order,

IT IS HEREBY ORDERED:

1. The Settlement Agreement, and all of its terms and conditions, is preliminarily approved as fair, just, reasonable and adequate, subject to further consideration at a final approval hearing (the "Final Approval Hearing"). All capitalized

terms not otherwise defined herein shall have the same meaning as in the Settlement Agreement.

2. For purposes of settlement only, the Court conditionally certifies the Settlement Class consisting of:

All persons who, during the Class Period, were subject to Sexual Abuse on the island of Hispaniola by Douglas Perlitz, Father Carrier, or any other person affiliated with the school, programs, facilities, or orphanage commonly known as "Project Pierre Toussaint" or "PPT" and who claim that such Sexual Abuse was caused by or related to any act or omission of any Defendant.

Excluded from the Settlement Class are all persons who settled their claims in the cases consolidated with *Jean-Charles v. Perlitz*, No. 3:11-cv-00614-RNC, or in connection with those consolidated cases; and all persons who made claims in the Action and as to whom all such claims were dismissed. For purposes of this Settlement Class definition, "Class Period" means the period from January 1, 1996 through July 1, 2009; "Sexual Abuse" means all forms of sexual-related contact, molestation, touching, fondling, behavior, activity, interaction, exploitation, coercion, threats, and/or grooming; included in this definition are physical assault and/or battery in connection with such abuse and "Action" means the above-captioned proceedings, along with all of the cases consolidated with them.

3. The Court finds, subject to the Final Approval Hearing and solely within the context of and for the purposes of settlement, that the Settlement Class satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure. Specifically, the Settlement Class is so numerous that joinder of all members is impracticable; there are questions of fact and law common to the Settlement Class (*e.g.*, whether Defendants are liable for any Sexual Abuse covered by the Settlement Class); the claims of the Class Representatives are typical of the claims of the members of the Settlement Class; the Class Representatives and Class Counsel will fairly and adequately protect the interests of the

members of the Settlement Class; common questions of law or fact predominate over questions affecting individual members; and a class action is a superior method for fairly and efficiently adjudicating the Action.

4. If the Settlement Agreement does not receive the Court's final approval, or if final approval is reversed on appeal, or if the Settlement Agreement is terminated or otherwise fails to become effective, the Court's grant of class certification will be vacated, and the Class Representatives and the Settlement Class will once again bear the burden of establishing the propriety of class certification. If that happens, neither the certification of the Settlement Class for settlement purposes, nor any other act relating to the negotiation or execution of the Settlement Agreement may be considered as a factor in connection with any class certification issue(s).

5. For purposes of settlement only, the Court appoints Plaintiffs, Gesner Lecenat a/k/a Lecenant Gesner and Jason Maxwell Deriza a/k/a Deriza Jason Maxwell a/k/a Jason Maxwell Derizard a/k/a Derizard Jason Maxwell as Representative Plaintiffs. The Court further appoints Simmons Hanly Conroy and Law Offices of Mitchell Garabedian as Class Counsel. The Court finds that these attorneys are competent and capable of exercising the responsibilities of Class Counsel and that Plaintiffs Gesner Lecenat and Maxwell Deriza will adequately protect the interests of the Settlement Class.

6. The Court appoints KCC LCC as the Claims Administrator pursuant to Fed. R. Civ. P. 53(c) to supervise and administer the notice as well as the processing of claims in accordance with the terms of the Settlement Agreement.

7. The Court appoints Hon John M. Greaney (Ret.) to act as Claims Assessor with the duties and functions described in the Settlement Agreement.

8. The fees of the Claims Administrator and of the Claims Assessor shall be paid from the Settlement Administration Fund. If the total cost of Claims Administration, including the fees of the Claims Assessor, exceeds the amount included in the Settlement Administration Fund, any additional costs of Claims Administration shall be paid out of

the Settlement Fund. If, at the conclusion of the Claims Administration process, the Settlement Administration Fund has not been fully exhausted, the balance remaining in the Settlement Administration Fund shall be returned to the Defendants.

9. The Court approves the form and content of the Class Notice and Radio Publication Notice, attached hereto as Exhibit 1 and 2 (and to the Settlement Agreement as Exhibits D and F), and the Poster Notice attached hereto as Exhibit 3, and directs that Class Counsel and the Claims Administrator shall serve same upon the Settlement Class Members (by radio broadcast publication, poster publication, through newspaper publication, and by website as set forth in the express terms of the Settlement Agreement) no later than March 29, 2019. The Court finds that service of the Class Notice, Radio Publication Notice and Poster Notice in this manner, including newspaper publication as provided in III.E.3 of the Settlement Agreement, constitutes the best notice practicable under the circumstances to Settlement Class Members, and complies fully with the provisions set forth in Federal Rules of Civil Procedure, Rule 23, and any and all substantive and procedural due process rights guaranteed by the United States Constitution and any other applicable law. The Court further finds that the Class Notice, Radio Publication Notice and Poster Notice clearly and concisely inform the Settlement Class Members of their rights and options with respect to the proposed settlement, in plain, easily understood language, in conformance with the requirements of Rule 23. The Court authorizes the parties, through their counsel, to make non-substantive changes upon which they agree to the Class Notice, Radio Publication Notice and/or Poster Notice, and to the content of the notice that may appear in the newspaper, as may be required.

10. The Court approves the form and content of the Claim Forms attached hereto as Exhibits 4, 5, and 6 (and to the Settlement Agreement as Exhibit A, B, and B.).

11. Settlement Class Members must submit completed Claim Forms to participate in the settlement by the Final Claims Bar Date, which

is May 13, 2019.

12. As set forth in the Class Notice, the Settlement Class Members shall be afforded the right to either opt out from or object to the final approval of this Settlement Agreement.

13. Settlement Class Members shall have until May 13, 2019 to opt out of the Settlement Class. Any Settlement Class Member who opts out shall be excluded from the Settlement Class, and shall have no rights under the Settlement Agreement. A request for exclusion must be in writing and state the Settlement Class Member's name, address and telephone number and state in English or Haitian Kreyol that the Settlement Class Member wants to be excluded from the Settlement Class in the Perlitz Class Action Litigation. The request must be signed by the Settlement Class Member, dated and submitted according to the directions provided in the Class Notice by May 13, 2019.

14. All Settlement Class Members who do not opt-out shall have until May 13, 2019 to object to the proposed settlement. Only Settlement Class Members shall have the right to object to the settlement. If a Settlement Class Member seeks to object, the procedure and requirements to do so are fully set forth in the Class Notice. To do so, the Settlement Class Member must submit: (1) a written statement in proper format explaining the objection(s) with specificity signed by the Settlement Class Member and identifying the name, address, telephone number of the person objecting; (2) any documents or other material the Settlement Class Member wants the Court to consider in support of the objection; (3) proof that the Settlement Class Member qualifies as a Settlement Class Member; (4) a statement whether the objection applies only to the Settlement Class Member, a specific subset of the Settlement Class, or to the entire Settlement Class. The objection must be filed with the Court on or before May 13, 2019; and be mailed to the Claims Administrator and Class Counsel at the addresses set forth in the Class Notice. Any Settlement Class

Member objecting to Final Approval of the Settlement Agreement may, but need not, appear at the Final Approval Hearing, at the Settlement Class Member's own expense, individually or through counsel of the Settlement Class Member's choice. Any Settlement Class Member who fails to timely object in the manner prescribed herein shall be deemed to have waived his or her objections and forever be barred from making any such objections in this action. At any time prior to the Final Approval Hearing, Class Counsel and Defendants shall have the right to respond in writing to any objections timely received.

15. The Final Approval Hearing shall be held before this Court on June 5, 2019 at 2:00 at which time the Court will consider the entry of the Final Approval Order and will determine any amount of fees and costs that should be awarded to Class Counsel. Any Settlement Class Member may, but need not, appear at the Final Approval Hearing, at the Settlement Class Member's own expense, individually or through counsel of the Settlement Class Member's choice and at the Settlement Class Member's own expense. Each Settlement Class Member who intends to appear at the Final Approval Hearing must file a Notice of Appearance with the Court within fourteen (14) calendar days prior to the Final Approval Hearing. If a Settlement Class Member, individually or through an attorney, intends to address the Court at the Final Approval Hearing in a language other than English, the Settlement Class Member must identify a court-approved interpreter in the Notice of Appearance. Notice of any such appearance shall be served, on or prior to the date of its filing, on the Claims Administrator. The Claims Administrator shall serve any such Notice of Appearance on Class Counsel and Defendants' Counsel within three (3) calendar days of receipt.

16. All proceedings in *Gervil St. Louis et. al v. Douglas Perlitz et. al*, No. 3:13-cv-01132 (RNC), and all cases consolidated with it, are hereby stayed other than such proceedings as may be necessary to carry out the terms and conditions of the Settlement Agreement. No discovery shall be permitted other than as may be directed by the Court

upon the proper showing by the person seeking such discovery by motion properly noticed and served in accordance with this Court's Local Rules.

IT IS SO ORDERED.

Dated: February 11, 2019

By: /s/ Honorable Robert N. Chatigny
The Honorable Judge Robert N. Chatigny
United States District Court
District of Connecticut

EXHIBIT 1

If You Were Sexually Abused By Douglas Perlitz or Someone From Project Pierre Toussaint, You Could Get Money From Class Action Settlement

To Get Money You **MUST** Complete The Attached Claim Form By **[DATE]**.



People who attended and participated in programs at the Project Pierre Toussaint school and orphanage say they were sexually abused. They have sued Father Paul E. Carrier, S.J., Hope E. Carter, Fairfield University, The Haiti Fund, Inc., The Society of Jesus of New England, Sovereign Military Hospitaller Order of St. John of Jerusalem of Rhodes and of Malta, American Association, U.S.A. Together these people and organizations that were sued are called the Defendants.

If you were sexually abused while attending or participating in programs at the Project Pierre Toussaint (also called "PPT") school or orphanage, or if you were sexually abused by anyone affiliated with PPT, between January 1, 1996 and July 1, 2009 you are included in this class action lawsuit as a "Settlement Class Member" and may be able to get money from this proposed settlement.

To get money you must complete the attached Claim Form and submit it with the documents it asks for by [DATE].

You are not being sued and this is not a lawsuit against you.

You do not have to pay anyone to get your settlement money, but you will be responsible for any taxes on your settlement money.

If you do not submit a Claim Form on time, you will not be able to get settlement money.

If you don't do anything, you will not get any settlement money and you will not be able to sue any of the Defendants for sexual abuse at PPT or by a PPT-affiliated person that happened between January 1, 1996 and July 1, 2009.

If you don't want to get settlement money and you *want* to be able to sue any of the Defendants for abuse at PPT or by a PPT-affiliated person that happened between January 1, 1996 and July 1, 2009 in a different lawsuit you must opt out of the settlement by [DATE].

If you do not opt out of the settlement you can submit a Claim Form for settlement money and object to the settlement if there is something about the settlement that you don't like. If you submit a Claim Form or object to the settlement you will no longer be able to sue any of the Defendants for sexual abuse at PPT or by a PPT-affiliated person that happened between January 1, 1996 and July 1, 2009.

GENERAL INFORMATION ABOUT THE SETTLEMENT

Why Has This Notice Been Published?

This Notice has been published because, if you were sexually abused while attending or participating in programs at the PPT schools or orphanages between January 1, 1996 and July 1, 2009 you have a right to know about this lawsuit and the settlement, including all of your rights and options, and you may be able to get settlement money.

The lawsuit is called *Gesner Lecenat et. al v. Douglas Perlitz, et al.*, Case No. 3:13-cv-01633 (RNC) and it is pending in the United States District Court, District of Connecticut.

What Is the Lawsuit About?

Gesner Lecenat and Jason Maxwell Deriza (known as "Representative Plaintiffs"), brought lawsuits against Defendants in November 2013 and May 2014, claiming they were the victims of sexual abuse by Douglas Perlitz while attending the Project Pierre Toussaint schools or orphanages owned, operated and controlled by Defendants.

All of the Defendants deny these claims and the claims made in the class action complaints. The Defendants also deny that they owe anything to the Representative Plaintiffs or Settlement Class Members based on these claims.

Why Is there a Settlement?

The Representative Plaintiffs and the Defendants have agreed to a settlement to put an end to the lawsuits. They all think that the proposed settlement is in the best interest of everyone involved because it ends the uncertainty, expense, risk, and delays of continuing the lawsuits and it provides money to eligible Settlement Class Members.

Who is Included in the Class Action Lawsuits and Settlement?

Generally you are included in the class action lawsuits and settlement and able to get settlement money if you were molested, sexually touched or fondled, coerced, threatened, or groomed, or experienced sexual related behavior, activity, interaction, or exploitation including physical assault or battery on the island of Hispaniola by Douglas Perlitz, Father Carrier, or any other person affiliated with PPT at any time from January 1, 1996 through July 1, 2009 and who claim that this sexual abuse was caused by or related to or could have been prevented by any of the Defendants.

Specifically, the Court decided you are included in the class action lawsuits and settlement and able to get settlement money if you meet the following definition of the Settlement Class:

All persons who, during the Class Period, were subject to Sexual Abuse on the island of Hispaniola by Douglas Perltz, Father Carrier, or any other person affiliated the school, programs, facilities, or orphanage commonly known as "Project Pierre Toussaint" or "PPT" and who claim that such Sexual Abuse was caused by or related to any act or omission of any Defendant.

Class Period means the period from January 1, 1996 through July 1, 2009.

Sexual Abuse means all forms of sexual-related contact, molestation, touching, fondling, behavior, activity, interaction, exploitation, coercion, threats, and/or grooming; included in this definition are physical assault and/or battery in connection with such abuse.

Action means the above-captioned proceedings, along with all of the cases consolidated with them.

Who is NOT Included in the Class Action Lawsuits and Settlement?

You are not included in class action lawsuits or settlement if you settled your claims in the cases consolidated with or in connection with *Jean-Charles v. Perltz*, No. 3:11-cv-00614-RNC or you made claims in the Action and your claims were dismissed.

SETTLEMENT BENEFITS

What Does the Settlement Provide?

The Defendants are paying a total of \$60,000,000 to settle the lawsuits. Settlement Class Members who submit valid Claims Forms will receive money from the settlement. The amount of money each Settlement Class Member who submits a valid Claim Form will receive is not known at this time. These amounts will be determined if the Court approves the settlement and the total number of valid Claim Forms submitted.

YOUR RIGHTS AND OPTIONS IN THIS SETTLEMENT

What Rights and Options Do I Have in this Settlement?

Settlement Class Members can do nothing, submit a Claim Form to receive settlement money, object to the settlement, or opt out of the settlement.

- (a) **What happens if I don't do anything?** If you do not do anything after reading this Notice, you will not receive any settlement money and you will give up your right to sue any of the Defendants about the abuse claims made in these lawsuits and resolved by this settlement. You will be bound by all orders and judgments of the Court.
- (b) **What happens if I submit a Claim Form?** If you submit a Claim Form on time and with all of the required documents you will be eligible to receive settlement money if the Court grants final approval to the settlement and if your Claim Form is approved. You will also give up your right to sue any of the Defendants about the abuse claims made in these lawsuits and resolved by this settlement. You will be bound by all orders and judgments of the Court.
- (c) **What happens if I object to the settlement?** If you object to the settlement the Court will consider your objection when deciding whether to grant final approval to the settlement. The Court may or may not agree with your objection

and cannot change the terms of the settlement. If you object, you will give up your right to sue any of the Defendants about the abuse claims made in these lawsuits and resolved by this settlement. You will be bound by all orders and judgments of the Court. You may object and also file a Claim Form for settlement money.

- (d) **What happens if I opt out of the settlement?** If you opt out of the settlement you will not be able to get any settlement money and you cannot object to the settlement. You will keep your right to sue any of the Defendants about the abuse claims made in these lawsuits and resolved by this settlement and you will not be bound by any orders or judgments of the Court.

How do I submit a Claim Form for Settlement money?

Complete and return the attached Claim Form along with the required documents by [DATE].

You may:

- 1) Mail your Claim Form and documents postmarked by [DATE] to:
PERLITZ LITIGATION CLASS SETTLEMENT
c/o *** Consulting
[Address]
[City] [ST] [Zip]
- 2) Email your Claim Form and documents to [Email address];
- 3) Upload your Claim Form and documents at [Website Address]; or
- 4) Submit your Claim Form and documents to the Claims Facilitator at:
[Address]
[City] [ST] [Zip]

What documents do I need to submit with my Claim Form?

Unless you have been separately notified that you have been designated a Vetted Settlement Class Member, you must submit the documents described in the Claim Form, including:

- 1) a government-issued identification, birth certificate, and a current photograph of you (separate from your government identification); and
- 2) documents supporting your claim, *if you have them*, such as:
 - a) documents or photographs showing whether and when you attended or participated in any program at PPT; and/or
 - b) documents or photographs of your relationship to the PPT staff person who sexually abused you on the island of Hispaniola.

What if I am a Minor or the Settlement Class Member passed away?

If the Settlement Class Member is a minor, is unable to complete the Claim Form because they are a protected person under Connecticut law, or is deceased or died after the Class Action was filed on July 1, 2018, the minor's parent, a duly appointed guardian ad litem or executor, executrix, administrator or administratrix or equivalent duly appointed general

representative may complete the Claim Form for the minor, protected person or deceased person.

I need help completing my Claim Form, what Should I do?

For free help completing your Claim Form go to the Claims Facilitator's office anytime from [dates & hours of operation]. The office is located at:

[Address]
[City] [ST] [Zip]

What Happens after I Submit a Claim Form?

If you submit a Claim Form, the Claims Administrator, and Claims Assessor have the right to verify the validity and accuracy of your Claim Form and the documents you provide to support your claim. If your Claim Form is considered valid, you will be later notified of the amount of your settlement money.

If your Claim Form or supporting documents are found to be invalid or insufficient, written notification will be mailed to the address you provided. You will then have thirty days to correct the problems with your claim. If you do not return your corrected Claim Form by the deadline due to disruption of mail service or inability to deliver mail to you or from you, you will not receive a deadline extension. Class Counsel will not receive hand delivered copies of any Claim Forms or supporting documentation. If you deliver a Claim Form or documentation to Class Counsel it will not be submitted.

How Do I Object to the Settlement?

If you are a Settlement Class Member and you do not opt out of the settlement, you may object to the settlement if you don't like something about it. To object, you must submit a written letter stating that you object to the settlement in *Gesner Lecenat et. al v. Douglas Perlitz, et al.*, Case No. 3:13-cv-01633 (RNC). Your objection letter must include: (1) your name, address, telephone number; (2) the reasons why you object to the settlement; (3) any documents or other material you want the Court to consider in support of your objection; (3) proof that you qualify as a Settlement Class Member, such as papers or photographs documenting you attended PPT; (4) a statement whether your objection applies only to yourself, the entire class, a specific subset of the class. Submit your objection and supporting documentation by mail, email, online or at the Claims Facilitator's office.

- 1) Mail your objection and supporting documentation postmarked by [DATE] to:

PERLITZ LITIGATION CLASS SETTLEMENT
c/o *** Consulting
[Address]
[City] [ST] [Zip]

- 2) Email your objection and supporting documentation by [DATE] to [Email address];
- 3) Upload your objection and supporting documentation by [DATE] at [Website Address]; or
- 4) Submit your objection and supporting documentation by [DATE] to the Claims Facilitator at:

[Address]
 [City] [ST] [Zip]

Unless the Court directs otherwise, any Settlement Class Member who fails to serve a written objection as described above will **not** be entitled to object to the approval of the settlement, to object to the judgment to be entered, or to be heard at the Final Approval Hearing. Unless otherwise ordered by the Court, any Settlement Class Member who does not make his or her objection in the manner provided in this Notice shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness, reasonableness or adequacy of the proposed settlement, and to the award of attorneys' fees and expenses to Class Counsel.

Can I speak in Court about my Objection?

Yes, you may ask to present an argument to the Court concerning your objection at the Final Approval Hearing, but it is not required. To address the Court in person at the Final Approval Hearing, you must submit a Notice of Appearance and Intent to Present Argument with the Court, and if you require an interpreter, you must provide the name of your court approved interpreter. These materials, along with your written objection, must be filed with the Court in the format required by the Court and mailed to Class Counsel and to the Claims Administrator at the following addresses postmarked no later than [DATE].

United States District Court, District of Connecticut 450 Main Street Hartford, CT 06103	PERLITZ LITIGATION CLASS SETTLEMENT c/o *** Consulting [Address] [City] [ST] [Zip]	[Class Counsel] [Address] [City] [ST] [Zip]
---	--	---

How do I opt out of the Settlement?

If you don't want to receive any settlement money and you do not want to be bound by any orders or judgements of the Court in the settlement you must opt out of the settlement. To do so, you must prepare a written Request for Exclusion stating in English or Haitian Kreyol:

"I want to be excluded from the Settlement Class in the Perlitz Class Action Litigation."

Your Request for Exclusion must also (1) include your name, current mailing address and telephone number, and (2) be in writing and signed and dated by you. Your Request for Exclusion must be in proper format and be prepared by you, not by anyone on your behalf (unless you are a minor, protected person or the Settlement Class Member is deceased. To be valid, your Request for Exclusion must be submitted by mail, email, online or at the Claims Facilitator's office to the Claims Administrator no later than [DATE].

- 1) Mail your Request for Exclusion postmarked by [DATE] to:

PERLITZ LITIGATION CLASS SETTLEMENT
 c/o *** Consulting
 [Address]
 [City] [ST] [Zip]

- 2) Email your Request for Exclusion by [DATE] to [Email address];
- 3) Upload your Request for Exclusion by [DATE] at [Website Address]; or
- 4) Submit your Request for Exclusion by [DATE] to the Claims Facilitator at:

[Address]
[City] [ST] [Zip]

Any Request for Exclusion sent by mail must be actually received by the Claims Administrator no later than three days after [DATE]. If you do not submit your Request for Exclusion by the deadline due to disruption of mail service or inability to deliver mail to you or from you, you will not receive a deadline extension. Class Counsel will not receive hand delivered copies of any Requests for Exclusion. If you deliver a Request for Exclusion to Class Counsel it will not be submitted. You will not be excluded from the settlement if your Request for Exclusion is not submitted on time. You are not required to opt out from the settlement to refuse or forego any money payment to which you may be entitled under the settlement.

What happens if I don't do anything?

If you are a Settlement Class Member and you do not do anything in response to this Notice—meaning you do not submit a Claim Form or a Request for Exclusion—you will not receive any settlement money and you will be bound by any final judgment approving the proposed settlement.

What rights am I giving up in Exchange for the Settlement?

Unless you opt out of the settlement by filing a valid Request for Exclusion, you are agreeing to release the Defendants and related parties for any and all claims that are or could have been made in these lawsuits and are resolved and released by the Settlement Agreement. Generally, you are giving up your right to be part of any other lawsuit against any of the Defendants or related parties for the claims that this settlement resolves.

Included in the Settlement Agreement is something called a "Release of Claims." The Release paragraphs in the Settlement Agreement describes the exact Claims you give up in exchange for the settlement. You should carefully read the Release of Claims in Paragraph III.G of the Settlement Agreement and consider speaking to your personal attorney, if you are already represented, or to an attorney of your choice, at your own expense.

You may inspect a copy of the Settlement Agreement and other settlement documents, all of which have been filed with the Court and are available at [www.\[website\].com](http://www.[website].com).

Who Represents the Settlement Class?

The Court has appointed Gesner Lecenat and Jason Maxwell Deriza as Class Representatives to represent the Settlement Class. The Court has also appointed the following attorneys to represent the Settlement Class as Class Counsel for the purposes of settlement of this lawsuit:

Paul Hanly and Jayne Conroy
Simmons Hanly Conroy LLC
One Court Street
Alton, IL 62002 USA

Mitchell Garabedian
Law Offices of Mitchell Garabedian
100 State Street, 6th Floor
Boston, MA 02109 USA

Tel: (618) 259-2222

Tel: (617) 523-6250

How will the Attorneys be Paid?

Class Counsel will be paid attorneys' fees and expenses from the Settlement Fund. These amounts will be automatically deducted from your settlement money before it is sent to you. You will not be required to pay these attorneys out of pocket for their services representing the Settlement Class in this lawsuit. You have the right to hire your own attorney in this matter, but if you do, you will be responsible for paying that attorney. It is not necessary for you to hire your own attorney to get settlement money or opt out of the settlement.

How much will the Attorneys be paid?

Class Counsel will ask the Court for an award of attorneys' fees and expenses of up to 33.33% percent of the Settlement Fund consistent with the provisions of Connecticut General Statutes, § 52-251c *plus* reimbursement of expenses. The attorneys' fees and expenses awarded by the Court will be paid out of the Settlement Fund before making payments to Settlement Class Members who submit valid Claim Forms.

FINAL APPROVAL OF SETTLEMENT

When Will the Court Decide Whether to Give Final Approval to the Settlement?

The Court will hold a Final Approval Hearing on [DATE], at [TIME], in Courtroom 228 of the United States District Court, District of Connecticut, located at 450 Main Street, Hartford, Connecticut, before the Honorable Judge Robert N. Chatigny, presiding (or his duly appointed successor), to determine whether the proposed settlement is fair, reasonable, and adequate. The date is subject to change. You are not required to attend the hearing either to participate in the settlement or to exclude yourself from the settlement, but you may attend the hearing at your own expense.

Want more Information?

This Notice is only a summary of the proposed settlement. For more information, go to web address], where you can find additional details about the settlement and download relevant forms. If you have any questions call the Claims Facilitator at _____. The Claims Facilitator either speaks fluent Haitian Kreyol or is working with an interpreter who does. The Claims Facilitator has been appointed to assist Settlement Class Members in filling out and submitting Claims Forms.

Pleadings and other papers filed in these lawsuits are also available for inspection and/or copying at the Court.

This Notice is not intended to, and should not be construed as, an expression of any opinion by the Court with respect to the truth of the allegations in the lawsuit, the merits of the claims or defenses asserted, or of the proposed settlement. This Notice is simply to advise you of the pendency of the lawsuit, the terms of the proposed settlement, and your rights in connection with the proposed settlement and claims process.

DO NOT CALL THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THE SETTLEMENT. THEY WILL NOT BE ABLE TO HELP YOU.

EXHIBIT 2

RADIO NOTICE

This is an important statement issued at the direction of the United States District Court for the District of Connecticut, regarding the settlement of lawsuits concerning Project Pierre Toussaint and reports of sexual abuse of students.

If you were sexually abused by Douglas Perlitz, or anyone at the Project Pierre Toussaint school or orphanage at any time from January 1, 1996 through July 1, 2009 you could get money from a class action settlement.

To get money you **MUST** submit a Claim Form by [date].

For complete details and a Claim Form go to [web address], call [phone number] or visit [Address] [City] [ST] [Zip]. [repeat web address, phone number and address if time permits].

EXHIBIT 3

POSTER NOTICE



Use an image that Settlement Class Members will identify with, such as a picture of the school. Make this the background for the entire poster. Place the text over the image in a manner in which will stand out.

If you were sexually abused by Douglas Perlitz, or anyone at the Project Pierre Toussaint school or orphanage at any time from January 1, 1996 through July 1, 2009, you could get money from a class action settlement.

You MUST submit a Claim Form by [date] to get money.

For Complete Details:

[website]

[repeat phone number]

[Address] [City] [ST] [Zip]

This statement is being issued at the direction of the United States District Court for the District of Connecticut, regarding settlement of lawsuits concerning Project Pierre Toussaint and reports of sexual abuse of students by Douglas Perlitz.

EXHIBIT 4

PERLITZ LITIGATION CLAIM FORM 1

**THIS CLAIM FORM MUST BE POSTMARKED,
 SUBMITTED ELECTRONICALLY, OR DELIVERED IN
 PERSON NO LATER THAN [DATE] TO BE VALID.
 FAILURE TO COMPLY WITH THIS REQUIREMENT
 WILL RESULT IN DISMISSAL OF YOUR CLAIM.**

Only individuals satisfying the requirements set forth in the Class Notice are Settlement Class Members potentially eligible to receive a Settlement Payment if the proposed Settlement Agreement is approved by the Court. (Capitalized terms not otherwise defined herein have the meanings ascribed to them in the Settlement Agreement.) **IF YOU BELIEVE YOU ARE ELIGIBLE TO BE A QUALIFYING SETTLEMENT CLASS MEMBER AS DESCRIBED IN THE NOTICE, YOU MUST SUBMIT A CLAIM FORM IN ORDER TO REQUEST A MONEY PAYMENT.**

ONLY VETTED CLASS MEMBERS WHO HAVE PENDING LAWSUITS ARE ELIGIBLE TO SUBMIT THIS CLAIM FORM.

In order to receive a Settlement Payment, you must provide your name, an address to receive mail and notifications of acceptance or denial of membership in the Settlement Class, a telephone number to contact you, a copy of a government issued identification or a birth certificate, and a current photograph of you not already submitted in the form of a government identification. You also must identify the Case Number for your lawsuit.

Your Name, Address and Telephone Number:

Case Number of Lawsuit: _____

THE CLASS SETTLEMENT PROVIDES THAT ALL SETTLEMENT CLASS MEMBERS AGREE TO THE FOLLOWING TERMS. YOU MUST INITIAL EACH OF THE FOLLOWING PARAGRAPHS OR YOUR CLAIM WILL BE DENIED.

_____ By submitting this Claim Form, I acknowledge and agree that this settlement, as set forth in the Settlement Agreement, will be my only and exclusive remedy for any and all Claims that I may have against the Defendants or other Released Parties.

_____ I acknowledge that, in exchange for my participating in this process, and as more fully set forth in the Settlement Agreement, I fully and finally release, remise, acquit and forever discharge all Defendants and other Released Parties from all Claims. I further understand that approval of this Claim Form will be determined by a neutral, court-appointed Claims

PERLITZ LITIGATION CLAIM FORM 1

Administrator and that I have released all Claims even if the Claims Administrator does not approve my Claim Form. I also expressly covenant, agree and acknowledge that: (i) Defendants and all other Released Parties will not be subject to liability or expense of any kind with respect to my Claims; (ii) I will be permanently barred from initiating, asserting, litigating, and/or prosecuting any and all Claims against the Defendants and the Released Parties in any federal or state court in the United States or in any other tribunal or administrative or adjudicative body in any jurisdiction in the world; (iii) I will not directly or indirectly, commence, file, initiate, institute, prosecute, maintain, support, or consent to any action or proceedings against any of the Released Parties in any way arising out of, related to, or in connection with the Claims; and (iv) I will not be a recipient or beneficiary, directly or indirectly, of any other financial or other benefit relating to any such action or proceeding, in any jurisdiction anywhere in the world.

_____ I acknowledge and agree that each Qualifying Settlement Class Member is to receive an equal percentage of the total monies to be paid to all Qualifying Settlement Class Members after subtracting Class Counsel's attorneys' fees and all expenses paid by Class Counsel.

I certify, declare, state and or verify **under penalty of perjury** under the laws of the United States of America that the foregoing information supplied in this Claim Form by the undersigned is true and correct to the best of my recollection, and that this form was executed on the date set forth below.

Dated _____, 2019

Attorney Name:

Perlitz Litigation Class Settlement
c/o [Claims Administrator]
[Address]

IMPORTANT LEGAL MATERIALS

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PERLITZ LITIGATION CLAIM FORM 2

THIS CLAIM FORM MUST BE POSTMARKED,
SUBMITTED ELECTRONICALLY, OR DELIVERED IN
PERSON NO LATER THAN [DATE], TO BE VALID.
FAILURE TO COMPLY WITH THIS REQUIREMENT
WILL RESULT IN DISMISSAL OF YOUR CLAIM.

Only individuals satisfying the requirements set forth in the Class Notice are Settlement Class Members potentially eligible to receive a Settlement Payment if the proposed Settlement Agreement is approved by the Court. (Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Settlement Agreement.) IF YOU BELIEVE YOU ARE ELIGIBLE TO BE A QUALIFYING SETTLEMENT CLASS MEMBER AS DESCRIBED IN THE NOTICE, YOU MUST SUBMIT A CLAIM FORM IN ORDER TO REQUEST A MONEY PAYMENT.

ONLY VETTED SETTLEMENT CLASS MEMBERS WHO HAVE NOT FILED LAWSUITS ARE ELIGIBLE TO SUBMIT THIS CLAIM FORM.

In order to receive a Settlement Payment, you must provide your name, an address to receive mail and notifications of acceptance or denial of membership in the Settlement Class, a telephone number to contact you, an identification of the school or orphanage owned, operated and or controlled by Defendants that you attended, a statement of the type of Sexual Abuse(s) of you, a copy of a government-issued identification or a birth certificate, and a photograph of you not already submitted in the form of a government identification.

Your Name, Address and Telephone Number:

Identify Locations of PPT Attended:

Sexual Abuse: How many times were you abused? _____

Summarize the incident(s) of Sexual Abuse: _____

(Attach additional sheets if necessary.)

PERLITZ LITIGATION CLAIM FORM 2

THE CLASS SETTLEMENT PROVIDES THAT ALL SETTLEMENT CLASS MEMBERS AGREE TO THE FOLLOWING TERMS. YOU MUST INITIAL EACH OF THE FOLLOWING PARAGRAPHS OR YOUR CLAIM WILL BE DENIED.

_____ By submitting this Claim Form, I acknowledge and agree that this settlement, as set forth in the Settlement Agreement, will be my only and exclusive remedy for any and all Claims that I may have against the Defendants or other Released Parties.

_____ I acknowledge that in exchange for my participating in this process, and as more fully set forth in the Settlement Agreement, I fully and finally release, remise, acquit and forever discharge all Defendants and other Released Parties from all Claims. I further understand that approval of this Claim Form will be determined by a neutral, court-appointed Claims Administrator and that I have released all Claims even if the Claims Administrator does not approve my Claim Form. I also expressly covenant, agree and acknowledge that: (i) Defendants and all other Released Parties will not be subject to liability or expense of any kind with respect to my Claims; (ii) I will be permanently barred from initiating, asserting, litigating, and/or prosecuting any and all Claims against the Defendants and the Released Parties in any federal or state court in the United States or in any other tribunal or administrative or adjudicative body in any jurisdiction in the world; (iii) I will not directly or indirectly, commence, file, initiate, institute, prosecute, maintain, support, or consent to any action or proceedings against any of the Released Parties in any way arising out of, related to, or in connection with the Claims; and (iv) I will not be a recipient or beneficiary, directly or indirectly, of any other financial or other benefit relating to any such action or proceeding, in any jurisdiction anywhere in the world.

_____ I acknowledge and agree that each Qualifying Settlement Class Member is to receive an equal percentage of the total monies to be paid to all Qualifying Settlement Class Members after subtracting Class Counsel's attorneys' fees and all expenses paid by Class Counsel.

I certify, declare, state and or verify **under penalty of perjury** under the laws of the United States of America that the foregoing information supplied in this Claim Form by the undersigned is true and correct to the best of my recollection, and that this form was executed on the date set forth below.

Dated _____, 2019

Attorney Name:

Perlitz Litigation Class Settlement
c/o [Claims Administrator]
[Address]

IMPORTANT LEGAL MATERIALS

EXHIBIT 6

**Return This Claim Form By [DATE] or Your Claim for a
Settlement Payment Will be Dismissed**

If you believe you are a Settlement Class Member, and you do not qualify as a Vetted Settlement Class Member according to the terms of the Settlement Agreement, you must submit *this* Claim Form.

Only one Claim Form may be submitted per individual. If the Claim Form is returned after [DATE], the Claim is incomplete and/or you do not submit the required documents, you will release your Claims and you will not be entitled to a Settlement Payment.

You may call the Claims Administrator at the number provided in the Class Notice or go to [www.\[address\]](http://www.[address]) if you have any questions. Do not go to any Defendant or court website or call any Defendant or court phone numbers, as no information pertaining to the settlement is available there.

Complete ALL sections and include the required documentation when submitting this Claim Form.

1. Provide your full name, date of birth, a mailing address to receive notifications of acceptance or denial of membership in the class, a telephone number to contact you, and an email address, if you have one.

Claimant Full Name	
Other Names Used	
Date of Birth	
Address	
Telephone number	
Email address	

2. If you are making a claim on your own behalf complete this section. If you are a parent or duly appointed guardian ad litem of a Settlement Class Member who is a minor or protected person; or a duly appointed executor, executrix, administrator or administratrix or equivalent duly appointed general representative of a deceased Settlement Class Member, complete this section as it pertains to the minor, protected person or deceased Settlement Class Member.

1. Locations of the Sexual Abuse	
2. Dates of the Sexual Abuse	
3. School or orphanage names and locations you attended at the time of the Sexual Abuse	
4. Names of any persons you told of the Sexual Abuse	
5. Names of any staff or volunteers (Haitian or American) that were working at the schools or orphanages when you attended "PPT"	

3. If you are completing this Claim Form on behalf of a Settlement Class Member you must: (1) provide documents that confirm your ability to legally represent the claimant; and (2) answer the following:

Representative Name: _____

Basis of Representation: _____

4. Describe, in detail, the Sexual Abuse you suffered. Include (a) the name of the person you claim committed the Sexual Abuse, (b) the type of the Sexual Abuse, (c) any persons present at the location before, during or after the Sexual Abuse, and (d) any violence, coercion or threats made or threatened before, during or after the assault. Attach additional pages if necessary. If you are completing this Claim Form on behalf of the Settlement Class Member, you should provide this information for the Settlement Class Member.

[illegible]

YOU MUST SUBMIT THE FOLLOWING DOCUMENTS: a copy of a government-issued identification or a birth certificate, and a photograph of you not already submitted in the form of a government identification.

YOUR CLAIM WILL BE DENIED IF SUFFICIENT PROOF IS NOT PROVIDED.
SUFFICIENCY OF PROOF IS TO BE DETERMINED EXCLUSIVELY BY A CLAIMS
ASSESSOR.

6. **ACKNOWLEDGEMENT OF SETTLEMENT TERMS:** The Settlement Agreement provides that all Settlement Class Members Agree to the terms below.

You must initial each of the following paragraphs:

_____ By submitting this Claim Form, I acknowledge and agree that this settlement, as set forth in the Settlement Agreement, will be my only and exclusive remedy for any and all Claims that I may have against the Defendants or other Released Parties. I further understand that (i) submission of this Claim Form does not guarantee that I will receive a Settlement Payment, (ii) a court-appointed Claims Assessor will determine whether I am a Qualifying Settlement Class Member entitled to a Settlement Payment, and (iii) the Claims Assessor's decision will be final.

_____ I acknowledge that in exchange for my participating in this process, and as more fully set forth in the Settlement Agreement, I fully and finally release, remise, acquit and forever discharge all Defendants and other Released Parties from all Claims. I further understand that approval of this Claim Form will be determined by a neutral, court-appointed Claims Administrator and that I have released all Claims even if the Claims Administrator does not approve my Claim Form. I also expressly covenant, agree and acknowledge that: (i) Defendants and all other Released Parties will not be subject to liability or expense of any kind with respect to my Claims; (ii) I will be permanently barred from initiating, asserting, litigating, and/or prosecuting any and all Claims against the Defendants and the Released Parties in any federal or state court in the United States or in any other tribunal or administrative or adjudicative body in any jurisdiction in the world; (iii) I will not directly or indirectly, commence, file, initiate, institute, prosecute, maintain, support, or consent to any action or proceedings against any of the Released Parties in any way arising out of, related to, or in connection with the Claims; and (iv) I will not be a recipient or beneficiary, directly or indirectly, of any other financial or other benefit relating to any such action or proceeding, in any jurisdiction anywhere in the world.

_____ I acknowledge and agree that each Qualifying Settlement Class Member is to receive an equal percentage of the total monies to be paid to all Qualifying Settlement Class Members after subtracting Class Counsel's attorneys' fees and all expenses paid by Class Counsel.

7. Sign and date this Claim Form.

I certify, declare, state and or verify **under penalty of perjury** under the laws of the United States of America that the foregoing information supplied in this Claim Form by the

undersigned is true and correct to the best of my recollection, and that this form was executed on the date set forth below.

Dated _____, 2019

(Signature) (REQUIRED)

(Print Name) (REQUIRED)

(Street Address) (REQUIRED)

(Telephone Number) (REQUIRED)

(Country) (REQUIRED)

Return this completed Claim Form with the required documentation by:

1. Mail it to PERLITZ LITIGATION CLASS SETTLEMENT, c/o *** Consulting, [Address] postmarked by [DATE];
2. Email it to [Email address] by [DATE];
3. Upload it to [Website Address] by [DATE]; or
4. Submit it to the Claims Facilitator by [DATE] at the following location: [Location]

EXHIBIT 2

**SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
 CIVIL DIVISION**

JANE DOE 2, <i>et al.</i>,	:	
	:	
Plaintiffs,	:	Case No. 2014 CA 007644 B
	:	Case No. 2014 CA 008073 B
v.	:	Case No. 2015 CA 007814 B
	:	Calendar 12
THE GEORGETOWN SYNAGOGUE -	:	Judge Brian F. Holeman
KESHER ISRAEL CONGREGATION,	:	
<i>et al.</i>,	:	
	:	
Defendants.	:	

ORDER

This matter comes before the Court upon consideration of Plaintiffs’ Consent Motion for Final Approval of the Class Settlement, Attorneys’ Fees, Costs, and Service Payments, filed on October 17, 2018. Further, the Court has reviewed exhibits annexed to this Motion, including the Settlement Agreement and Release (“Settlement” or “Settlement Agreement”) and supporting declarations, as well as the pleadings, other court filings, and notes from proceedings in this case to date, including the Status Hearing on the instant Motion, convened on October 22, 2018.

I. FACTUAL BACKGROUND AND PROCEDURAL HISTORY

The Factual Background and Procedural History are set forth in the Order of this Court granting preliminary approval of the Class Settlement, and are incorporated herein by this reference as though fully set forth. (Order, Sept. 19, 2018 at 1-5.)

II. THE APPLICABLE LAW

The District of Columbia Official Code § 11-921, governs subject matter jurisdiction. It states:

(a) Except as provided in subsection (b), the Superior Court has jurisdiction of any civil action or other matter (at law or in equity) brought in the District of Columbia. Such jurisdiction shall vest in the court as follows:

(1) Beginning on the effective date of the District of Columbia Court Reorganization Act of 1970, the court has jurisdiction of any civil action or other matter begun before such effective date in the District of Columbia Court of General Sessions, the Juvenile Court of the District of Columbia, or the District of Columbia Tax Court.

(2) Beginning on such effective date, the court has jurisdiction of any civil action or other matter, at law or in equity, which is begun in the Superior Court on or after such effective date and in which the amount in controversy does not exceed \$50,000.

D.C. Code § 13-422 governs personal jurisdiction based upon enduring relationship. It states:

A District of Columbia court may exercise personal jurisdiction over a person domiciled in, organized under the laws of, or maintaining his or its principal place of business in, the District of Columbia as to any claim for relief.

D.C. Code § 13-423 governs personal jurisdiction based upon conduct. It states:

(a) A District of Columbia court may exercise personal jurisdiction over a person, who acts directly or by an agent, as to a claim for relief arising from the person's —

(1) transacting any business in the District of Columbia;

(2) contracting to supply services in the District of Columbia;

(3) causing tortious injury in the District of Columbia by an act or omission in the District of Columbia;

(4) causing tortious injury in the District of Columbia by an act or omission outside the District of Columbia if he regularly does or solicits business, engages in any other persistent course of conduct, or derives substantial revenue from goods used or consumed, or services rendered, in the District of Columbia;

....

(b) When jurisdiction over a person is based solely upon this section, only a claim for relief arising from acts enumerated in this section may be asserted against him.

The Superior Court Rules of Civil Procedure, Rule 23, governs class actions. It states:

(a) *Prerequisites.* One or more members of a class may sue or be sued as representative parties on behalf of all members only if:

- (1) the class is so numerous that joinder of all members is impracticable;
- (2) there are questions of law or fact common to the class;
- (3) the claims or defenses of the representative parties are typical of the claims or defenses of the class; and
- (4) the representative parties will fairly and adequately protect the interests of the class.

(b) *Types of class actions.* A class action may be maintained if Rule 23(a) is satisfied and if:

(1) prosecuting separate actions by or against individual class members would create a risk of:

(A) inconsistent or varying adjudications with respect to individual class members that would establish incompatible standards of conduct for the party opposing the class; or

(B) adjudications with respect to individual class members that, as a practical matter, would be dispositive of the interests of the other members not parties to the individual adjudications or would substantially impair or impede their ability to protect their interests;

(c) *Settlement, voluntary dismissal, or compromise.* The claims, issues, or defenses of a certified class may be settled, voluntarily dismissed, or compromised only with the court's approval. The following procedures apply to a proposed settlement, voluntary dismissal, or compromise:

- (1) The court must direct notice in a reasonable manner to all class members who would be bound by the proposal.
- (2) If the proposal would bind class members, the court may approve it only after a hearing and on finding that it is fair, reasonable, and adequate.

(3) The parties seeking approval must file a statement identifying any agreement made in connection with the proposal.

(4) If the class action was previously certified under Rule 23(b)(3), the court may refuse to approve a settlement unless it affords a new opportunity to request exclusion to individual class members who had an earlier opportunity to request exclusion but did not do so.

(5) Any class member may object to the proposal if it requires court approval under Rule 23(e); the objection may be withdrawn only with the court's approval.

....

(h) *Attorneys' fees and nontaxable costs.* In a certified class action, the court may award reasonable attorneys' fees and nontaxable costs that are authorized by law or by the parties' agreement. The following procedures apply:

(1) A claim for an award must be made by motion under Rule 54(d)(2), subject to the provisions of Rule 23(h), at a time the court sets. Notice of the motion must be served on all parties and, for motions by class counsel, directed to class members in a reasonable manner.

(2) A class member, or a party from whom payment is sought, may object to the motion.

(3) The court may hold a hearing and must find the facts and state its legal conclusions under Rule 52(a).

(4) The court may refer issues related to the amount of the award to a special master or a magistrate judge, as provided in Rule 54(d)(2)(D).

Rule 54 governs judgments and costs. It states, in pertinent part:

(b) *Judgment on multiple claims or involving multiple parties.* When an action presents more than one claim for relief -- whether as a claim, counterclaim, crossclaim, or third-party claim -- or when multiple parties are involved, the court may direct entry of a final judgment as to one or more, but fewer than all, claims or parties only if the court expressly determines that there is no just

reason for delay. Otherwise, any order or other decision, however designated, that adjudicates fewer than all the claims or the rights and liabilities of fewer than all the parties does not end the action as to any of the claims or parties and may be revised at any time before the entry of a judgment adjudicating all the claims and all the parties' rights and liabilities.

... .

(d) *Costs; attorneys' fees.*

(1) *Costs other than attorneys' fees.* Unless an applicable statute, these rules, or a court order provides otherwise, costs -- other than attorneys' fees -- should be allowed to the prevailing party. But costs against the United States, the District of Columbia, or officers and agencies of either may be imposed only to the extent allowed by law. The clerk may tax costs on 14 days' notice. On motion served within the next 7 days, the court may review the clerk's action.

In order to satisfy class certification a party must meet the requirements of Rule 23(a) and at least one subdivision of Rule 23(b).

Numerosity is satisfied where the class is so numerous that joinder of all members is impracticable. Super. Ct. R. Civ. P. 23(a)(1). Plaintiffs do not need to provide the exact number of potential class members to satisfy this requirement. *Kifafi v. Hilton Hotels Ret. Plan*, 189 F.R.D. 174, 176 (D.D.C. 1999).¹ Numerosity is presumed at 40 members. *Bynum v. District of Columbia*, 214 F.R.D. 27, 33 (D.D.C. 2003). The Court may “draw reasonable inferences from the facts presented to find the requisite numerosity.” *Coleman v. District of Columbia*, 306 F.R.D. 68, 76 (D.D.C. 2015) (citing *McCuin v. Sec’y of Health & Human Servs.*, 817 F.2d 161,

¹ The Superior Court is not bound by the decisions of the federal district court. *M.A.P. v. Ryan*, 285 A.2d 312 (D.C. 1971) (stating that the Court Reform Act declared that “[the] highest court of the District of Columbia is the District of Columbia Court of Appeals.”). However, the Superior Court will defer to non-conflicting federal authority on matters of procedural interpretation. D.C. Code §11-946 (2018) (stating that the Superior Court “shall conduct its business according to the Federal Rules of Civil Procedure and the Federal Rules of Criminal Procedure (except as otherwise provided in Title 23) unless it prescribes or adopts rules which modify those Rules.”); *Sellars v. United States*, 401 A.2d 974, 978 (D.C. 1979) (stating that “local court rules of procedure which parallel the federal rules are to be construed in light of the meaning given to the latter.”).

167 (1st Cir. 1987)). Further, Plaintiffs must show that joinder is impracticable. *DL v. District of Columbia*, 302 F.R.D. 1, 11 (D.D.C. 2013). “Demonstrating impracticability of joinder ‘does not mandate that joinder of all parties be impossible—only that the difficulty or inconvenience of joining all members of the class make use of the class action appropriate.’” *Id.* (citing *Cent. States SE. & SW. Areas Health & Welfare Fund v. Merck-Medco Managed Care, L.L.C.*, 504 F.3d 229, 244-245 (2d Cir. 2007)).

Commonality is satisfied where there are common questions of law or fact to parties in the class. Super. Ct. R. Civ. P. 23(a)(2). It is not necessary that every member of the class share the same issue of law or fact. *Bynum*, 214 F.R.D. at 33. “The touchstone of the commonality inquiry is ‘the capacity of a classwide proceeding to generate common answers apt to drive the resolution of the litigation.’” *Coleman*, 306 F.R.D. at 82 (citing *Wal-Mart Stores, Inc. v. Dukes*, 131 S. Ct. 2541, 2551, 180 L. Ed.2d 374 (2011)). “[F]actual variations among the class members will not defeat the commonality requirement, so long as a single aspect or feature of the claim is common to all proposed class members.” *Id.* Commonality is also satisfied where there is a common question of law or fact and the same evidence can be used by each member of the class to make a prima facie showing of liability. *Julian Ford v. ChartOne, Inc.*, 908 A.2d 72, 85-86 (D.C. 2006).

Typicality is satisfied where “the claims or defenses of the representative parties are typical of the claims or defenses of the class.” Super. Ct. R. Civ. P. 23(a)(3). Typicality focuses on whether the representative of the class suffered similar injury from the same cause of conduct that gives rise to the other class members’ claims. *Bynum*, 214 F.R.D. at 34; *Moore v. Napolitano*, 269 F.R. D. 21, 32 (D.D.C. 2010). “Essentially, the class representative’s claim is typical of the claims of the class if his or her claim and those of the class arise from the same event or pattern or practice and are based on the same legal theory.” *Julian Ford*, 908 A.2d at 86

(citing *Singer v. AT&T Corp.*, 185 F.R.D. 681, 689 (S.D. Fla. 1998)). The purpose of typicality is to ensure that the class representative's claims are the same as other class members to safeguard their interests. *Bynum*, 214 F.R.D. at 34. Factual variations do not destroy typicality. *Id.*; *Howard v. Liquidity Servs. Inc.*, 322 F.R.D. 103, 118-119 (D.D.C. 2017) (citing *Wagner v. Taylor*, 836 F.2d 578, 591 (D.C. Cir. 1987)).

Adequacy of representation is satisfied where “the representative parties will fairly and adequately protect the interests of the class.” Super. Ct. R. Civ. P. 23(a)(4). “Two criteria for determining the adequacy of representation are generally recognized: 1) the named representative must not have antagonistic or conflicting interests with the unnamed members of the class, and 2) the representative must appear able to vigorously prosecute the interest of the class through qualified counsel.” *Julian Ford*, 908 A.2d at 86 (citing *Twelve John Does v. District of Columbia*, 326 App. D.C. 17, 21, 117 F.3d 571, 575 (1997)). If the Court can conclude that by “pursuing their own interests vigorously the named representatives will necessarily raise all claims or defenses common to the class, representativeness will be satisfied.” *Id.* (citing *United States v. Trucking Emp'rs.*, 75 F.R.D. 682, 688 (D.D.C. 1997)).

An action that satisfies the prerequisites of Rule 23 (a) must also meet the requirements of one or more of the three subdivisions of subpart (b). Certification under Rule 23(b)(1)(B), is “proper on the grounds that the claims made are numerous against a fund that is insufficient to satisfy all the claims.” *Ortiz v. Fibreboard Corp.*, 527 U.S. 815, 834 (1999). Every award made to a claimant reduces the total amount of funds available to other claimants until some claimants are unable “to obtain full satisfaction of their claims, while others are left with no recovery at all.” *In re Black Farmers Discrimination Litig.*, 856 F. Supp. 2d 1, 16 (D.D.C. 2011).

To qualify for class certification on such a limited fund rationale, the Moving Plaintiffs must meet three criteria. *Ortiz*, 527 U.S. at 838. First, “the total of the aggregated liquidated

claims and the fund available for satisfying them, set definitely at their maximums, demonstrate the inadequacy of the fund to pay all the claims." *Id.* at 839. Second, "the whole of the inadequate fund" must be dedicated "to the overwhelming claims." *Id.* Third, all claimants to the fund who are "identified by a common theory of recovery [must be] treated equitably among themselves." *Id.*; *In re Black Farmers Discrimination Litig.*, 856 F. Supp. 2d at 16.

Rule 23(e) controls class action settlements. The Court may approve a proposed settlement "after a hearing and on finding that it is fair, reasonable, and adequate." There is no set test for determining whether a proposed settlement is fair, reasonable, and adequate. However, the Court in addressing a class action settlement will typically "consider (1) whether the proposed settlement appears to be the product of serious, informed, non-collusive negotiations, (2) whether it falls within the range of possible judicial approval, and (3) whether it has any obvious deficiency, such as granting unduly preferential treatment." *Ross v. Lockheed Martin Corp.*, 267 F. Supp. 3d 174, 194 (D.D.C. 2017) (citing *Richardson v. L'Oreal USA, Inc.*, 951 F.Supp.2d 104, 106-107 (D.D.C. 2013)).

The Court notes that there are five additional factors that are generally considered when it must decide whether the proposed settlement is fair, adequate, and reasonable: "(1) whether the settlement is the result of arms-length negotiations; (2) the terms of the settlement in relation to the strengths of plaintiffs' case; (3) the status of the litigation proceedings at the time of the settlement; (4) the reaction of the class; and (5) the opinion of experienced counsel." *Alvarez v. Keystone Plus Constr. Corp.*, 303 F.R.D. 152, 163 (D.D.C. 2014); *Livengood Feeds, Inc. v. Merck KGaA (in re Vitamins Antitrust Litig.)*, 305 F. Supp. 2d 100, 104 (D.D.C. 2004).

Rule 23(e) requires that all class members be provided with adequate notice of the proposed settlement. The Court "must direct notice in a reasonable manner to all class members who would be bound by the proposal." Super. Ct. R. Civ. P. 23(e)(1).

Under Rule 23(h) the “[C]ourt may award reasonable attorneys[’] fees and nontaxable costs that are authorized by law or by the parties’ agreement. Under the “‘American Rule,’ a party who prevails in litigation is not entitled to recover attorneys’ fees from the losing party.” *Passtou, Inc. v. Spring Valley Center*, 501 A.2d 8, 11 (D.C. 1985) (citation omitted). However, there are exceptions to the American Rule as “[t]he common fund or benefit exception to the American Rule is fully recognized in the District of Columbia.” *Id.* (citation omitted). The “[c]ourts have applied the doctrine in a broad range of contexts in which one Plaintiffs’ litigation efforts created a pool of money from which others benefitted, or merely conferred a non-monetary benefit on them.” *Pearline Peart v. D.C. Hous. Auth.*, 972 A.2d 810, 818 (D.C. 2009). “[P]ercentage-of-the-fund method is the appropriate mechanism for determining the attorneys[’] fees award in common fund cases[, and may] range from fifteen to forty-five percent.” *Stephens v. US Airways GRP., Inc.*, 102 F. Supp. 3d 222, 230 (D.D.C. 2015). The Court, in evaluating fee requests, may consider:

- (1) the size of the fund created and the number of persons benefitted;
- (2) the presence or absence of substantial objections by members of the class to the settlement terms and/or fees requested by counsel;
- (3) the skill and efficiency of the attorneys involved;
- (4) the complexity and duration of the litigation;
- (5) the risk of nonpayment;
- (6) the amount of time devoted to the case by plaintiffs’ counsel;
- and (7) the awards in similar cases.

Id. (citation omitted). The Court may “use the lodestar as a cross-check on the propriety of fees awarded under the percentage-of-the-fund method, sometimes adjusting the percentage or the award upward or downward accordingly.” *Id.* “Courts may approve payment for expenses associated with administering the settlement where class members had notice that such expenses would be paid out of the settlement fund.” *Id.* at 232. Further, “[i]t is common for courts to approve incentive awards in class-action litigations, especially when there is a common fund created to benefit the entire class.” *Little v. Wash. Metro. Area Transit Auth.*, 313 F. Supp. 3d

27, 35 (D.D.C. 2018). The Court in deciding whether to grant service awards in class actions involving a common fund can evaluate “the actions the plaintiff has taken to protect the interests of the class, the degree to which the class benefitted from those action[s], and the amount of time and effort the plaintiff expended in pursuing the litigation.” *Id.* (citation omitted).

III. FINDINGS OF FACT

1. The Class members are females who were videorecorded by Defendant Bernard Freundel from July 1, 2005, through October 14, 2014, who disrobed in the National Capital Mikvah’s ritual bath and/or associated facilities. (Mem. of P. & A., Oct. 17, 2018 at 5.)
2. Defendant Freundel was the supervising Rabbi for Defendant National Capital Mikvah and employed by Defendant the Georgetown Synagogue-Kesher Israel Congregation. (Am. Compl. at 10.)
3. Defendant Freundel resided in a home located at 3026 O Street, NW, Washington, D.C. 20007. (*Id.* at 9.)
4. The Georgetown Synagogue-Kesher Israel Congregation is an Orthodox Jewish Congregation located at 2801 N Street, NW, Washington, D.C. 20007. (*Id.* at 10.)
5. Defendant the National Capital Mikvah, Inc. owns and operates the Mikvah located at 1308 28th Street, NW, Washington, D.C. 20007. (*Id.*)
6. Defendant the Rabbinical Council of America has its principal place of business at 305 Seventh Avenue, 12th Floor, New York, NY 10001. (*Id.*)
7. Defendant the Beth Din of America has its principal place of business at 305 Seventh Avenue, 12th Floor, New York, NY 10001. (*Id.*)
8. Defendants the Rabbinical Council of America and the Beth Din of America established and oversee the religious court located in the District of Columbia, which

supervises, authorizes, and approves Orthodox conversions performed in the District of Columbia. (Am. Compl. at 10.)

9. Defendant Freundel videorecorded Plaintiffs who disrobed in the National Capital Mikvah's ritual bath and/or associated facilities. (*Id.* at 6.)

10. The videorecording by Defendant Freundel and the failure to act and/or omissions of the Defendants caused Plaintiffs' serious emotional distress and negative perceptions towards Judaism, the *mikvah*, and Jewish institutions. (*Id.*)

11. The Total Settlement Amount creates a non-reversionary fund of \$14,250,000.00. (Mem. of P. & A. at 1.)

12. The Total Settlement Amount will be used to make payments directly to Class Members, with the remainder of the Total Settlement Amount to be used for (a) fees and expenses for the Settlement Administrator and an Independent Claims Expert; (b) Court-awarded attorneys' fees and expenses; and (c) Court-awarded service payments to the Plaintiffs who brought and assisted in the litigation against the Settling Defendants. (*Id.* at 3.)

13. Notice of the Class Action Settlement has been provided by the Settlement Administrator who sent the long-form Notice and Registration Form to 772 potential Class Members via mail and/or email. (*Id.* at 4.)

14. The United States Attorney's Office of the District of Columbia has emailed the Notice and Registration Form to all persons on its contact list. (*Id.*)

15. The Settlement Administrator arranged for the publication of the short-form notice, which has appeared in the *Washington Post*, the *Washington Jewish Week*, the *Baltimore Jewish Times*, the *Baltimore Sun*, the *Jewish Week*, the *Forward*, *Kol HaBirah*, and the *Jerusalem Post*. (*Id.*)

16. The Settlement was publicized on websites maintained by the Settlement Administrator, Sanford Heisler Sharp, and Chaikin, Sherman, Cammarata, & Siegel, P.C., and to several non-profit organizations in the Washington, D.C. area. (Mem. of P. & A. at 4-5.)

17. The United States Attorney's Office of the District of Columbia confirmed that Bernard Freundel videotaped over 150 Women, and over 140 Class Members have submitted Registration Forms to participate in the Settlement. (*Id.* at 6.)

18. No conflicts between the Class Representatives and Class Members have arisen. (*Id.* at 8.)

19. The Defendants are religious institutions and, consequently, there are inadequate funds from these institutions available for the purpose of satisfying these multiple claims. (*Id.* at 9.)

20. The consolidated cases have been pending for nearly four years, and the parties, through experienced counsel, have used the majority of this time to debate their positions and effectuate settlement through Mediation, facilitated by the stay of all proceedings imposed by the Court. (*Id.* at 12; Sanford Decl. at 2, 4-5.)

21. There has been no objection to the Settlement Agreement made by any Class Member. (Mem. of P. & A. at 15.)

22. The attorneys' fees have been calculated using the percentage-of-the-fund method and the requested sum is \$4,750,000.00, representing one-third of the Total Settlement Amount. (*Id.* at 17.)

23. Litigation expenses and costs total \$299,833.39, representing nearly four years of associated legal services and over 5,400 hours. (*Id.* at 25.)

24. The lodestar cross-check confirms that the requested attorneys' fees are reasonable, as the law firms of Sanford Heisler Sharp, LLP, Chaikin, Sherman, Cammarata, & Siegel, P.C., and Silverman, Thompson, Slutkin and White, LLC applied their billing rates in line with attorneys of comparable skill, experience, and reputation and the lodestar value of Plaintiffs' Counsel's time in this case to date totals nearly \$3,700,000.00. (*Id.* at 25-26; Sanford Decl. at 6-7; Silverman, Thompson, Slutkin and White LLC Decl. at 5-6.)

25. No Class Members have objected to the attorneys' fees. (Mem. of P. & A. at 19.)

26. Plaintiffs' Counsel seeks service payments between \$2,500.00 and \$25,000.00, for a total amount of \$180,000.00 for each of the Plaintiffs who brought claims against the Settling Defendants. (*Id.* at 28; Sanford Decl. at 9.)

27. No Class Members have objected to the service awards. (*Id.* at 30.)

28. Plaintiffs project that a total approaching \$175,000.00 will be used for third-party administrative costs, such as expenses to administer the Settlement, and fees and costs for the Settlement Administrator and the Independent Claims Expert. (*Id.* at 27.)

IV. CONCLUSIONS OF LAW

A. JURISDICTION

The Court has subject matter jurisdiction over this action under D.C. Code § 11-921, as the complaint arises out of Defendant Freundel's actions of videotaping Plaintiffs who disrobed at the National Capital Mikva's ritual bath in the District of Columbia. The Court has personal jurisdiction over Defendant the Georgetown Synagogue-Keshet Israel Congregation and Defendant National Capital Mikvah, Inc. under D.C. Code § 13-422, as both Defendants maintain their principal place of business in the District of Columbia. The Court has personal jurisdiction over Defendant Freundel under D.C. Code § 13-422, as Defendant Freundel is

domiciled in the District of Columbia. Further, the Court has personal jurisdiction over Defendants the Rabbinical Council of America and the Beth Din of the United States of America under D.C. Code § 13-423, as the tortious conduct committed arose out of Defendants transaction of business, their acts and/or omissions, and their rendering of services in the District of Columbia.

B. ADEQUACY OF NOTICE

The Court finds that the requirement of notice has been satisfied under Rule 23(e). Notice to 772 Class Members was received through long-form Notice and Registration Forms. Circulation of the Short-form Notice was circulated in the *Washington Post*, the *Washington Jewish Week*, the *Baltimore Jewish Times*, the *Baltimore Sun*, the *Jewish Week*, the *Forward*, *Kol HaBirah*, and the *Jerusalem Post*. Notice was also circulated through websites maintained by the Settlement Administrator and to several non-profit organizations in Washington, D.C. Further, the United States Attorney's Office of the District of Columbia has already confirmed that over 140 Class Members have submitted Registration Forms to participate in the Settlement.

C. FINAL CERTIFICATION OF THE PROPOSED CLASS

The Court finds that the requirements of numerosity, commonality, typicality, and adequacy of representation are satisfied under Rule 23(a). Numerosity has been satisfied as over 140 Class Members have submitted Registration Forms to participate in the Settlement. Commonality has been satisfied as the Class Members share common questions of law or fact, such as whether Defendant Freundel videotaped females without their consent and whether Defendant Freundel acted as an agent or employee of any of the Defendants within the course and scope of his employment. Typicality is satisfied as Plaintiffs' claims or defenses were that of the other members of the class and their injuries arose from the unauthorized and personally invasive videorecording of the ritual bath in the National Capital Mikvah facility. Adequacy of

representation is satisfied as there was no conflict between the representative party and class members, and counsel for Plaintiffs performed the required work on behalf of the Class Members.

The Court finds that certification is appropriate under Rule 23(b)(1)(B); the intended consequence is, in part, to reduce the risk of multiple individual adjudications and potential impediments to non-members or non-party members to protect their interests. The Court appreciates that the Defendants are religious institutions and, consequently, that there would be inadequate funds from these institutions available for the purpose of satisfying these multiple claims. The Court is satisfied that the funds, as addressed in the papers, would be dedicated to the claims, fees, and expenses related to the consolidated actions. The Court is further satisfied that the individual claimants, the members, would be treated equally here.

D. FINAL APPROVAL TO THE SETTLEMENT AS FAIR, REASONABLE, AND ADEQUATE

The Court finds that the Final Settlement is a fair, reasonable, and adequate result of arm's length negotiations. The Court appreciates that the case has lasted nearly four years with two years of mediation and negotiation. The Court also finds that the Total Settlement Amount falls within the range of possible judicial approval, and over the four years there has been sufficient litigation to support final approval. The Court is also satisfied with the reaction of the Class, as not a single Class Member has objected. The Court appreciates the experience of lead counsel in the Settlement Agreement. The Court is satisfied that there is no undue preferential treatment and that notice was adequate.

E. THE APPLICATION FOR ATTORNEYS' FEES, EXPENSES, AND SERVICE PAYMENTS

The Court finds that attorneys' fees and nontaxable costs are reasonable under Rule 23(h) and Rule 54(d). The Court finds that the percentage-of-the-fund method is appropriate in

determining the attorneys' fee award in common fund cases, and the Court has further cross-check the attached lodestar in determining the reasonableness of Plaintiffs' attorneys' fees. The Court is satisfied that the requested sum of \$4,750,000.00 in attorneys' fees and the sum of \$299,833.39 for expenses incurred by the law firms are reasonable as compared to the funds in the Total Settlement Amount, no objections from Class Members pertaining to the attorneys' fees, the 5,400 hours worked by Plaintiffs' counsel, experience of counsel, the complexity of the litigation, the risk of nonpayment, and the awards in similar cases.

The Court finds that third-party costs are reasonable. The amount of \$175,000.00 is an appropriate amount for the orderly administration of the Settlement, such as costs for the provision of Notice and costs associated with calculating and issuing settlement payments to Class Members. Further, the amount is appropriate for the fees and costs associated with the Settlement Administrator and the Independent Claims Expert.

Further, the Court is satisfied that the service payments to the Plaintiffs who brought claims against the settling Defendants are reasonable. The Court finds that the amount of \$180,000.00 is appropriate for the actions taken by Plaintiffs over the last four years, the degree to which Class Members benefitted from the Settlement Agreement, and the amount of time expended by Plaintiffs in pursuing this case.

WHEREFORE, it is this 24th day of October 2018, hereby

ORDERED, that Plaintiff's Consent Motion for Final Approval of the Class Settlement, Attorneys' Fees, Costs, and Service Payment is **GRANTED**; and it is further

ORDERED, that final certification of the following Class pursuant to D.C. Super. Ct. R. Civ. P. 23(b)(1) is **GRANTED**:

All females whom the United States Attorney's Office for the District of Columbia has identified as having been videorecorded by Bernard Freundel from July 1, 2005, through October 14, 2014, and/or who otherwise disrobed, either partially or completely, in

the National Capital Mikvah's ritual bath and/or associated facilities, including the anteroom, changing rooms, showers, and/or bathroom (regardless of whether they were videorecorded), at any time from July 1, 2005 through October 14, 2014.

and it is further

ORDERED, that final approval to the Settlement pursuant to D.C. Super. Ct. R. Civ. P. 23(e) is **GRANTED**; and it is further

ORDERED, that each and every term of the Settlement Agreement is hereby adopted, incorporated, and made part of this Judgment as if fully set forth herein, and shall be effective, implemented, and enforced as provided in the Settlement Agreement; and it is further

ORDERED, that the effective Date of the Settlement is October 22, 2018; and it is further

ORDERED, that the parties to the Settlement (including Travelers), the Court-appointed Settlement Administrator (RG/2 Claims Administration LLC), and the Independent Claims Expert (Annie Steinberg, M.D.) shall administer the Settlement Agreement in accordance with its terms and provisions; and it is further

ORDERED, that in accordance with the Settlement Agreement, Travelers shall pay the Total Settlement Amount of \$14,250,000.00 by no later than November 5, 2018; and it is further

ORDERED, that the Court-appointed Settlement Administrator shall: (1) distribute all settlement monies in accordance with the Settlement and as further directed herein; (2) issue Base Payments to Registered Class Members on November 26, 2018; and (3) issue the Confidential Claim Form to Registered Class Members on November 26, 2018; and it is further

ORDERED, that the Claim Form Deadline shall be January 25, 2019; and it is further

ORDERED, that Class Counsel shall have the authority to make minor modifications or additions to the Confidential Claim Form as requested by the Independent Claims Expert or as

otherwise necessary to promote accessibility, clarity, intelligibility, and/or reliability; and it is further

ORDERED, that the request for approval of service awards ranging from \$2,500.00 to \$25,000.00 and totaling \$180,000.00, as set forth in the Settlement Agreement, is **GRANTED**; and it is further

ORDERED, that the Settlement Administrator shall issue these service payments as set forth in the Settlement Agreement; and it is further

ORDERED, that the Settlement Administrator shall pay from the Total Settlement Amount the sum of \$4,750,00.00 for attorneys' fees and the sum of \$299,833.39 for expenses to the law firms of Sanford Heisler Sharp, LLP, Chaikin, Sherman, Cammarata, & Siegel, P.C., and Silverman, Thompson, Slutkin and White, LLC, the fees to be divided among these law firms as set forth in the Settlement Agreement and expenses to be reimbursed to the law firms that incurred the expenses; and it is further

ORDERED, that the request for approval of payment from the Total Settlement Amount of fees and costs for the Court-appointed Settlement Administrator (including any third-party vendor with whom it contracts to perform services) and for the Court-appointed Independent Claims Expert (including any personnel working at her direction) consistent with the estimate of \$175,000.00, is **GRANTED**; and it is further

ORDERED, that without affecting the finality of the Judgment, the Court hereby reserves exclusive and continuing jurisdiction and venue with respect to the consummation, implementation, enforcement, construction, interpretation, performance, and administration of the Settlement and this Judgment; and it is further

ORDERED, that the consolidated cases comprised of Case Nos. 2014 CA 008073 B and 2015 CA 000814 B, are hereby **DISMISSED WITH PREJUDICE**; and it is further

ORDERED, that there is **NO JUST REASON FOR DELAY** in the entry of this Order and Final Judgment and immediate entry by the Clerk of the Court is expressly directed pursuant to D.C. Super. Ct. R. Civ. P. 54(b).



BRIAN F. HOLEMAN
JUDGE

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20 *Interim Class Counsel and Plaintiffs' Executive Committee*

21 *[Additional Counsel Listed on Signature Page]*

22 UNITED STATES DISTRICT COURT
23 CENTRAL DISTRICT OF CALIFORNIA
24 WESTERN DIVISION

25 **IN RE USC STUDENT**
26 **HEALTH CENTER**
27 **LITIGATION**

No. 2:18-cv-04258-SVW

[consolidated with No. 2:18-cv-04940-SVW-GJS, No. 2:18-cv-05010-SVW-GJS, No. 2:18-cv-05125-SVW-GJS, and No. 2:18-cv-06115-SVW-GJS]

JOINT DECLARATION OF STEVE W. BERMAN, ELIZABETH A. KRAMER, AND ANNIKA K. MARTIN IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND TO DIRECT CLASS NOTICE

1 Steve W. Berman, Elizabeth A. Kramer, and Annika K. Martin jointly declare:

2 1. We serve as Interim Class Counsel in this consolidated action and
3 submit this declaration in support of Plaintiffs' Motion for Preliminary Approval of
4 the Class Action Settlement and to Direct Class Notice. We have personal
5 knowledge of the facts set forth below, and if called upon to do so, could and would
6 testify competently thereto.

7 2. The settled claims relate to alleged sexual abuse and harassment by Dr.
8 George Tyndall during his lengthy tenure as an obstetrician-gynecologist at USC's
9 student health center. Plaintiffs allege, among other things, that USC should have
10 taken remedial action in response to complaints of Tyndall's misconduct, and that
11 its failure to do so enabled Tyndall to continue his offensive, harmful treatment of
12 female USC students for many years.

13 3. The \$215 million Settlement before the Court achieves the litigation's
14 goal of accountability through fair compensation of these victims as well as
15 institutional change at USC to prevent similar violations in the future. The three-
16 tiered structure for monetary relief provides for automatic payments to class
17 members who do not file a claim, while those who are comfortable telling their
18 story are eligible to receive up to \$250,000 each. No portion of the \$215 million to
19 be paid by USC will revert to USC or be used to pay attorneys' fees. We
20 negotiated the Settlement at arms' length under the supervision of a highly
21 respected mediator, and believe the benefits obtained under the Settlement meet all
22 requirements for approval.

23 **Litigation and Investigative Activities**

24 4. The *Los Angeles Times* broke the Tyndall story in May 2018. After
25 USC responded with a series of public statements, victims of Tyndall began filing
26 lawsuits in federal and state courts. The federal cases filed by our firms were:
27 *Sutedja v. USC*, No. 2:18-cv-04258-SVW-GJS (C.D. Cal. filed May 21, 2018); *Doe*

1 *A.T. v. USC*, No. 2:18-cv-04940-SVW-GJS (C.D. Cal. filed June 4, 2018); *Jane*
2 *Doe 1 v. Tyndall*, No. 2:18-cv-05010-R-AGR (C.D. Cal. filed June 5, 2018);
3 *O’Conner v. USC*, No. 2:18-cv-05125-JFW-AS (C.D. Cal. filed June 8, 2018); *Jane*
4 *Doe J.L. v. USC*, No. 2:18-cv-06115-SVW-GJS (C.D. Cal. filed July 13, 2018).
5 Attorneys at our firms engaged in substantial factual and legal work that informed
6 the preparation of each complaint filed in this litigation.

7 5. In addition, 66 cases against Defendants are pending in Los Angeles
8 County Superior Court and consolidated before Hon. Carolyn Kuhl under the lead
9 case caption *Jane Doe 5 v. Tyndall*, No. BC705677 (Cal. Super. Ct.). The
10 Settlement Agreement at issue here resolves one of the state court class actions,
11 *Jane Doe 1 v. USC*, No. BC713383 (Cal. Super. Ct. filed July 9, 2018). Plaintiff’s
12 counsel in that case participated in the negotiations of this Settlement, and the
13 plaintiff in that case reviewed and approved the Settlement Agreement.

14 6. On August 13, 2018, the parties appeared before this Court on
15 Plaintiffs’ motion for consolidation and for appointment as Interim Class Counsel.
16 The Court concluded the hearing by stating, “I know this is not your typical case,
17 but on the other hand it has to be resolved in some way.”

18 7. Also on August 13, 2018, the Court consolidated the federal cases
19 under Rule 42(a). (ECF No. 45.) On August 28, 2018, we filed the Consolidated
20 Complaint. (ECF No. 47.)

21 8. Each Plaintiff agreed to serve in a representative capacity and
22 communicated diligently with us, sharing her story, reviewing complaint
23 allegations, and consulting with us on settlement.

24 9. USC told us that it wished to explore an early and comprehensive
25 resolution of the claims brought in this litigation. Our initial aim, therefore, was to
26 gather the information required to be fully informed and knowledgeable in
27 negotiating a possible settlement. That information included the size of the putative

1 class, the scope and nature of Plaintiffs' injuries, and the availability and
2 completeness of USC's records concerning Tyndall's treatment of patients. To
3 ensure that we had an adequate factual basis for negotiating, we propounded 58
4 document requests to USC in addition to noticing a Rule 30(b)(6) deposition.

5 10. At the time we served this discovery, several in-depth investigative
6 news articles had already revealed extensive information about Tyndall's
7 misconduct and USC's related knowledge and inaction. As a result, there was
8 never a genuine dispute about the fact that Tyndall sexually abused his female
9 patients for decades or that USC knew of and failed to adequately respond to
10 Tyndall's conduct. We consequently negotiated at all times under a well-informed
11 presumption that Tyndall committed the alleged abuses and that USC was aware of
12 and failed to address them. Against that backdrop, reaching a fair and informed
13 resolution mainly required a clear understanding of: (1) the nature of Tyndall's
14 abuse, including the types of injury inflicted and extent of harm his victims
15 suffered; and (2) the scope of abuse, including how many women he abused.

16 11. In this litigation, USC produced a core set of documents consisting of
17 its Tyndall-related records, including patient and nurse complaints, dating to the
18 1990s. These records confirmed that Tyndall engaged in a range of misconduct,
19 which in some cases included abusive physical contact with women and in other
20 cases involved offensive remarks or questioning.

21 12. USC also provided details on its health center and registrar records and
22 the number of class members, and made its data and recordkeeping experts
23 available to answer our questions about the university's records relating to Tyndall
24 and his patients. Through this process, we gained a comprehensive understanding
25 of the size of the class and of the content and completeness of USC's patient
26 records.

27 13. We sought further guidance from several experts, including specialists

1 experienced in working with sexual assault victims, diagnosing and treating PTSD,
2 allocating a fund to victims of trauma, and designing and implementing institutional
3 changes to prevent sexual abuse in educational and medical settings. We consulted,
4 among other individuals, the special master who oversaw the allocation process in
5 the recent Johns Hopkins sex abuse settlement, to inform negotiations relating to a
6 claims structure.

7 14. At the same time, attorneys at our firms continued to handle intakes
8 and interviews with hundreds of Tyndall's victims. Through these communications
9 we sought to understand not only the victims' personal experiences but also their
10 views on what terms any settlement of this litigation should contain.

11 **Mediation and Negotiation Under the Supervision of Judge Phillips**

12 15. Our thorough and focused investigation enabled us to come to the
13 mediation table with a fulsome understanding of the strengths and weaknesses of
14 the claims and defenses in this litigation.

15 16. In August 2018, the parties, along with Defendants' insurers,
16 participated in a full-day mediation session with Hon. Layn R. Phillips (Ret.), who
17 previously mediated the recent Michigan State sex abuse cases. The parties
18 prepared lengthy mediation briefs concerning the merits of the claims and defenses.
19 As part of this process, we extensively researched jury awards and settlement
20 amounts in comparable cases involving large-scale abuse. The parties were unable
21 to reach an agreement at the mediation but agreed to keep working toward a fair
22 resolution.

23 17. After the mediation, the parties and insurers engaged in frequent
24 discussions, both directly and through Judge Phillips, to narrow the issues in
25 dispute and work toward a resolution. The negotiations were hard fought, and
26 conducted at arms' length by experienced counsel. This intensive period of
27 information gathering, expert consultation, and negotiation eventually resulted in an

1 agreement in principle and a term sheet outlining the contours of a settlement.

2 18. The parties signed the settlement term sheet on October 18, 2018.
3 Before we signed it, each Plaintiff in the Consolidated Complaint provided her
4 informed approval of the term sheet. The Plaintiffs support the Settlement because
5 it provides substantial compensation for their injuries, together with changes in
6 USC's practices that will prevent similar harm to others, and because it allows them
7 to put traumatic events behind them.

8 19. With the term sheet in place, the parties continued the painstaking
9 work of negotiating the terms of a settlement agreement. Turning to Judge Phillips
10 for assistance where necessary, the parties negotiated the details of claims structure
11 and equitable relief provisions. During this time, at our request, USC and its data
12 experts furnished us additional information on class size and composition, and the
13 availability and contents of pertinent records. We also continued to consult with
14 independent experts—regarding the design, mechanics, and language of the Notice
15 and claims process to ensure they would be effective and sensitive to claimants, and
16 regarding how best to fashion meaningful equitable relief.

17 20. The parties executed the Settlement Agreement on February 12, 2019.

18 **The Special Master**

19 21. The Settlement provides for the appointment of a Special Master who,
20 aided by a team of knowledgeable experts, will supervise the claims process and
21 determine and resolve individual claims. Under the Settlement, a claimant may ask
22 the Special Master to reconsider an award decision, but the Special Master's
23 decisions on individual awards will be final and cannot be appealed to this Court.

24 22. This approach of relying on an experienced special master, aided by
25 knowledgeable experts, was successfully employed in similar settlements of sexual
26 assault claims, including the recent Johns Hopkins settlement. *Jane Doe No. 1, et*
27 *al. v. Johns Hopkins Hospital, et al.*, No. 24-C-13-001041 (Md. Cir. Ct. 2014).

1 23. The Special Master and her team will be mindful of the victims' needs
2 and of how past trauma can affect their memories and communications, and will
3 consider these factors among others when performing the analysis necessary to
4 determine claim amounts and allocate the fund consistently and fairly among
5 claimants.

6 24. The parties propose that Hon. Irma Raker (Ret.)—who supervised
7 administration of the Johns Hopkins settlement—or alternatively, Hon. Irma E.
8 Gonzalez (Ret.) be appointed as the Special Master.

9 25. Once appointed, the Special Master, in consultation with the parties
10 and experts, will develop protocols for interviews and other communications with
11 claimants.

12 **Equitable Relief for the Benefit of USC Students**

13 26. An important component of the Settlement is its set of provisions
14 requiring USC to take specific steps to ensure that patients at its student health
15 center will not encounter wrongful behavior similar to what the class members here
16 encountered. The Settlement's equitable relief provisions appear at paragraphs 4.1-
17 4.3 of the parties' agreement.

18 27. To inform and assist our negotiation and drafting of these provisions,
19 we consulted several experts with relevant knowledge and experience: Dr. Charol
20 Shakeshaft, Nancy Cantalupo, Glenn Lipson, Dr. Julia Lamb, and Dr. Judy Ho.
21 These experts, who specialize in crafting policies and procedures for disclosure,
22 reporting, and prevention of sexual violence on campus, in treatment of and
23 communication with victims of sexual violence, and in obstetrics and gynecology,
24 reviewed multiple drafts of the parties' competing proposals concerning equitable
25 relief, participated in numerous conferences with Interim Class Counsel to provide
26 comments and guidance on the proposals, and provided numerous written resources
27 during negotiation and drafting.

Notice to the Class

28. The parties have agreed upon proposed forms of notice and a notice program that comport with due process and the requirements of Rule 23. The proposed notice program is laid out in the Declaration of Jennifer M Keough with proposed notices attached.

29. To ensure that all women who may have seen Tyndall for treatment learn about the Settlement and their rights, notice will be mailed to all women who were USC students during the class period and whose contact information is contained in USC's records. The notice will also be published in media likely to be viewed by class members, such as the *Daily Trojan* and USC's alumni magazine, and as part of an online notice campaign that JND will supervise.

30. We selected JND to serve as the notice provider after a competitive bidding process. JND is experienced and qualified to carry out the notice program in this case.

31. In addition, USC will cause notice of the Settlement to be provided to the appropriate federal and state authorities as required by the Class Action Fairness Act, 28 U.S.C. § 1715.

Appointment of Settlement Class Counsel; Attorneys' Fees and Costs

32. We are qualified to serve as settlement class counsel under Rule 23(g). Collectively, we have decades of experience successfully representing plaintiffs and aggrieved classes in complex class action litigation, including in sexual misconduct cases. Detailed information about our firms can be found at Docket Entry No. 34, which contains our motion for consolidation and for appointment as Interim Class Counsel.

33. Defendants will pay attorneys' fees and reimburse litigation costs separately from the \$215 million Settlement, in an amount to be determined by the Court.

34. We propose to apply for an award of fees and costs after final approval has been decided and the claims process is complete, so that the Court can evaluate the application with the benefit of full information about settlement implementation and class member payments.

Conclusion

35. If approved, the proposed Settlement would represent the largest ever class settlement of sexual assault claims.

36. Each of us has carefully evaluated the proposed Settlement, and we have independently found its terms to be fair, reasonable, and adequate and in the best interests of the class. Each named Plaintiff has also reviewed—and supports—the Settlement.

* * *

We declare under penalty of perjury that the foregoing is true and correct.
Executed this 12th day of February, 2019.

/s/ Steve W. Berman
Steve W. Berman

/s/ Elizabeth A. Kramer
Elizabeth A. Kramer

/s/ Annika K. Martin
Annika K. Martin

Attestation

Pursuant to Local Rule 5-4.3.4(a)(2)(i), the ECF filer hereby attests that the other signatories listed above concur in this filing's content and have authorized this filing.

/s/ Steve W. Berman
Steve W. Berman

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

**IN RE USC STUDENT HEALTH
CENTER LITIGATION**

No. 2:18-cv-04258-SVW

[consolidated with No. 2:18-cv-
04940- SVW-GJS, No. 2:18-cv-
05010-SVW-GJS, No. 2:18-cv-
05125-SVW-GJS, and No. 2:18-cv-
06115-SVW-GJS]

SETTLEMENT AGREEMENT

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This Settlement Agreement and Release dated _____, 2018 (the “Agreement”), is made and entered into by and among Plaintiffs Jane Doe R.B., Jane Doe A.T., Jane Doe J.L., Jane Doe M.S., Shannon O’Conner, Jane Doe L.K., Jane Doe 5, Jane Doe M.V., Jane Doe K.M., Jane Doe A.S., Jane Doe A.F., Joyce Sutedja, Jane Doe M.G., Jane Doe D.D., Jane Doe M.D., Jane Doe A.D., Jane Doe K.Y., Meggie Kwait, Jane Doe M.M., Jane Doe P.A., Jane Doe S.A., Jane Doe L.R., Jane Doe R.K., Jane Doe H.R., Jane Doe 1HB, Jane Doe J.P., Jane Doe 1LC, Jane Doe C.N., Jane Doe J.L., Vanessa Carlisle, Jane Doe J.C., Jane Doe F.M., Jane Doe J.K., Jane Doe C.L., Jane Doe S.R., Jane Doe K.P., Jane Doe 2, Betsayda Aceituno, Jane Doe D.C., Jane Doe N.K., Jane Doe C.C., Jane Doe 4, Jane Doe C.B., Jane Doe 3, Jane Doe J.W., Mehrnaz Mohammadi, Jane Doe A.N., Jane Doe L.Y., and Jane Doe A.H. in the above-captioned consolidated action (“Plaintiffs” or “Class Representatives”), through their undersigned counsel, Defendant University of Southern California and Defendant Board of Trustees of the University of Southern California (together, “USC”), and Defendant George M. Tyndall, M.D. (“Tyndall”) (USC and Tyndall are referred to as “Defendants” and Plaintiffs, USC, and Tyndall are referred to as the “Parties” or “Settling 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 class actions alleging that George Tyndall, M.D. assaulted and abused, sexually harassed or otherwise acted inappropriately towards female patients while he was a gynecologist at USC’s student health center, and that USC ratified and failed to respond appropriately to Tyndall’s conduct;

WHEREAS, those cases were styled as *Joyce Sutedja et al. v. University of Southern California et al.*, No. 2:18-cv-04258-SVW-GJS (C.D. Cal., filed May 21, 2018); *Doe A.T. et al. v. University of Southern California et al.*, No. 2:18-cv-04940-SVW-GJS (C.D. Cal., filed June 4, 2018); *Jane Doe 1 v. George Tyndall et al.*, No. 2:18-cv-05010-R-AGR (C.D. Cal., filed June

5, 2018); *Shannon Lee O’Conner v. University of Southern California et al.*, No. 2:18-cv-05125-JFW-AS (C.D. Cal., filed June 8, 2018); *Jane Doe J.L. et al v. University of Southern California et al.*, No. 2:18-cv-06115-SVW-GJS (C.D. Cal., filed July 13, 2018);

WHEREAS, *Jane Doe I v. University of Southern California et al.*, No. BC713383 (Cal. Super. Ct., L.A. County), was filed on July 9, 2018 (the “State Court Action”);

WHEREAS, on August 13, 2018, the District Court consolidated the foregoing federal cases and appointed the law firms of Hagens Berman Sobol & Shapiro LLP, Girard Sharp LLP, and Lieff Cabraser Heimann & Bernstein LLP to serve as interim class counsel pursuant to Rule 23(g) of the Federal Rules of Civil Procedure, with the foregoing firms to serve as members of an Executive Committee and Hagens Berman Sobol Shapiro LLP to serve as Chair of the Executive Committee (ECF No. 45);

WHEREAS, on August 28, 2018, Plaintiffs filed a Consolidated Class Action Complaint (ECF No. 47);

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

WHEREAS, those negotiations were informed by USC’s production of documents and the Parties’ exchanges of information and supervised by Hon. Layn R. Phillips (Ret.);

WHEREAS, after carefully considering the facts and applicable law and the risks and uncertainty of continued litigation, and as a result of having engaged in extensive negotiations, the Parties agree that it is in their mutual best interests to finally resolve the claims in this Litigation on fair, reasonable, and adequate terms as set forth in this Agreement;

WHEREAS, the Parties agree that by entering into this Settlement, no Defendant is admitting any liability, fault, or violation of law, but that Defendants deny all allegations and claims asserted against them;

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;

WHEREAS, on October 9, 2018, the Parties reached an agreement in principle on terms and conditions of settlement and executed a term sheet; 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 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 “Additional Class Counsel” means the firms of Sauder Schelkopf LLC, counsel for plaintiff in *Jane Doe I v. Tyndall and University of Southern California*, Case No. 2:18-cv-05010 (C.D. Cal., Western Division), filed June 5, 2018, and Kohn, Swift & Graf, P.C., counsel for plaintiff in the State Court Action.

2.2 “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 for the Special Master, and the Independent Monitor, and including any costs and expenses related to lien resolution services.

2.3 “Claim Awards” means the individual amounts due to Claimants in accordance with the protocols and procedures outlined herein.

2.4 “Claim Form” or “Claim Forms” mean, individually or collectively, the “Statement of Settlement Class Membership,” to be completed by individuals not identified through USC’s existing health center 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.

2.5 “Claim Form Deadline” means the deadline by which Claim Forms must be post-marked as being sent to the Claims Administrator, which deadline will be 120 days from the date that Notice is mailed to Class Members.

2.6 “Claimant” means any Settlement Class Member who submits a Claim Form pursuant to Sections 6.4-6.5 below.

2.7 “Claims Administrator” or “Settlement Administrator” means JND Class Action, Mass Tort & Lien Resolution, chosen jointly by Class Counsel and Defendants’ Counsel after receiving bids from several potential administrators, and to be approved by the Court to conduct various tasks, including as described herein.

2.8 “Claims Process” means the three-tiered claims process, defined and set forth in Sections 6.4-6.5, for seeking and awarding monetary payments to Settlement Class Members.

2.9 “Claim Procedures” means the procedures for distribution of the Settlement Fund to Settlement Class Members as set forth herein, or such other procedures for distribution of the Settlement Fund to Class Members as the Court shall direct.

2.10 “Class” or “Class Members” means all women who were seen for treatment by Dr. George M. Tyndall at the University of Southern California student health center during the period from August 14, 1989 to June 21, 2016 (a) for Women’s Health Issues, or (b) whose treatment by Dr. George M. Tyndall included an examination by him of her breast or genital areas, or (c) whose treatment included the taking of photographs or videotapes of her unclothed or partially clothed body. “Women’s Health Issues” includes but is not limited to any issue

relating to breast, vaginal, urinary tract, bowel, gynecological, or sexual health, including contraception and fertility. A list of Women's Health Issues is attached hereto as Exhibit A.

2.11 "Class Counsel" means the law firms of Hagens Berman Sobol & Shapiro LLP, Girard Sharp LLP, Lieff Cabraser Heimann & Bernstein LLP, Sauder Schelkopf LLC, and Kohn, Swift & Graf, P.C.

2.12 "Class Period" means the period of time from August 14, 1989 to June 21, 2016.

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

2.14 "Co-Lead Class Counsel" means the law firms of Hagens Berman Sobol & Shapiro LLP, Girard Sharp LLP, and Lieff Cabraser Heimann & Bernstein LLP.

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

2.16 "Effective Date" means the date on which the time for filing an appeal from the Court's 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 Defendants, the Class Representatives, the Settlement Class, Class Counsel, and anyone else who has undertaken an obligation under this Agreement.

2.17 "Equitable Relief Measures" means the specific measures USC will undertake pursuant to this Settlement, as well as the Independent Monitor's powers and responsibilities to ensure compliance with those provisions, as set forth in Exhibit B hereto.

2.18 "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.

2.19 "Escrow Agent" means the Claims Administrator or another neutral third party agreed to by the Parties.

2.20 “Final Approval” means entry of the Court’s order granting final approval of this Agreement, substantially in the form of the [Proposed] Final Order and Judgment that will be agreed upon by the Parties and submitted to the Court.

2.21 “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.

2.22 “Independent Monitor” means an individual agreed upon by the Parties who is not affiliated with USC, who has appropriate experience and expertise to ensure compliance with the Equitable Relief Agreement, and who, subject to Court approval, will be appointed to monitor and ensure implementation of the Equitable Relief.

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

2.24 “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.

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

2.26 The “Litigation” means all proceedings consolidated with or relating to *In re USC Student Health Center Litigation*, No. 2:18-cv-04258-SVW (C.D. Cal.).

2.27 “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.*

2.28 “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.

2.29 “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.*

2.30 “Notice” means the Notice of Pendency and Proposed Settlement of Class Action, together with its exhibits, including the Statement of Settlement Class Membership, and the Tier 2 and 3 Claim Form, substantially in the form of a proposed Notice that will be agreed upon by the Parties and submitted to the Court.

2.31 “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.

2.32 “Preliminary Approval” means the entry of the Court’s order granting preliminary approval of this Settlement, substantially in the form of a [Proposed] Preliminary Approval Order that will be agreed upon by the Parties and submitted to the Court.

2.33 “Pro Rata Increase” means the percentage enhancement that, in the event Defendants’ total payments for Claim Awards, Administrative Expenses, and service awards to Class Representatives do not meet or exceed the Settlement Amount, will be applied to increase Tier 1, Tier 2, and Tier 3 Claim Awards until the Settlement Amount is reached or all Claim Awards have been increased by 50%, whichever occurs first.

2.34 “Pro Rata Reduction” means the percentage reduction that, in the event Defendants’ total payments for Claim Awards, Administrative Expenses, and service awards to Class Representatives would exceed the Settlement Amount, will be applied to reduce Tier 2 and 3 Claim Awards so that Defendants’ total payments for Claim Awards and Administrative Expenses do not exceed the Settlement Amount.

2.35 “Pro Rata Adjustment” means the Pro Rata Increase or the Pro Rata Reduction.

2.36 “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 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 agents in their official and individual capacities; predecessors; successors; subsidiaries; parents; affiliates; assigns; and any current and former employees, current and former officers, current and former administrators or current and former agents of any of Defendants’ subsidiaries, parents, affiliates, or assigns—relating to the matters alleged in the Litigation. “Released Claims” does not include any claims relating to (i) actions by any medical practitioner at USC’s student health center unrelated to matters alleged in the Litigation in connection with Dr. Tyndall, or (ii) medical malpractice or negligence by Dr. Tyndall unrelated to a Women’s Health Issue, or (iii) medical malpractice or negligence by Dr. Tyndall unknown to the Releasing Plaintiff as of the Opt-Out Deadline, or (iv) the enforcement of the Settlement.

2.37 “Releasing Defendants” means the University of Southern California, the Board of Trustees of the University of Southern California, and George M. Tyndall, M.D.

2.38 “Releasing Defendants’ Claims” means all claims and causes of action that Defendants 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 Defendants. Notwithstanding the foregoing, “Releasing Defendants’ Claims” does not include claims relating to the enforcement of the Settlement.

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

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

2.41 “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.

2.42 “Settlement Amount” means the sum of \$215,000,000.00.

2.43 “Settlement Fund” means the Settlement Amount, once funded pursuant to Section 4.4, together with any interest and accretions thereto, which may be reduced by payments or deductions as provided herein or by Court order.

2.44 “Special Master” means the individual selected by the Parties, subject to Court approval, to administer and adjudicate the Claims Process set forth in Section 6.5 and to serve as the Special Master as set forth in Section 7.

2.45 “Special Master’s Team” means any psychologists, psychiatrists, PTSD experts, or other experts or trained specialists or administrative personnel retained by the Special Master to assist 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, and include at least one woman.

2.46 “Statement of Settlement 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, declaring that she is a Settlement Class Member.

2.47 “Supplemental Agreement” means an agreement signed by the parties, which provides Defendants the option to withdraw from the Settlement if an agreed upon number of Class Members who exclude themselves from the Class is exceeded, which number shall be submitted to the Court *in camera* or under seal, and kept confidential by the Parties unless the Court orders otherwise.

2.48 “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 women who were seen for treatment by Dr. George M. Tyndall at the University of Southern California student health center during the period from August 14, 1989 to June 21, 2016:

- (a) for Women’s Health Issues;
- (b) whose treatment by Dr. George M. Tyndall included an examination by him of her breast or genital areas; or
- (c) whose treatment included the taking of photographs or videotape of her unclothed or partially clothed body.

“Women’s Health Issues” includes but is not limited to any issue relating to breast, vaginal, urinary tract, bowel, gynecological, or sexual health, including contraception and fertility. A list of Women’s Health Issues is attached hereto as Exhibit A.

3.3 **Defendants’ Reservation of Rights.** Defendants do not agree to class certification for any purpose other than to effectuate this Settlement. 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 August 28, 2018.

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 the [Proposed] Preliminary Approval Order, 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 Defendants may properly evaluate their right to withdraw from the Settlement in accordance with Section 9.3, *infra*. 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 Defective Submissions. If a Class Member's request to opt out is materially defective 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 defective submission to advise the Class Member that her submission is defective 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, whichever date is later, 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. Plaintiffs agree to share with Defendants all Settlement approval documents which Plaintiffs intend to file with the Court, and Defendants shall have reasonable opportunity to comment on Settlement approval documents before they are filed. At the Final Approval Hearing, Plaintiffs will request entry of an order granting final approval of this Agreement, substantially in the form of the [Proposed] Final Order and Judgment:

(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 Defendants, or against 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 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 as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH 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 he/she/it has been advised by his/her/its attorney of the contents and effect of Section 1542, and with knowledge, each of the Parties hereby expressly waives whatever benefits he/she/it 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, 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 or foreign law. Upon the Effective Date, 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. 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.

4. SETTLEMENT CONSIDERATION

A. Equitable Relief.

4.1 USC will ensure that its medical personnel act consistently with the best practice standards recognized by the SCOPE program of the American College of Obstetricians and Gynecologists. Additionally, USC will adopt and implement written operating and oversight procedures for identification, prevention, and reporting of improper sexual or other offensive conduct at USC's student health center.

4.2 Subject to Court approval, an individual agreed upon by the Parties who is not affiliated with USC, and who has appropriate experience and expertise to ensure compliance

with the above-stated procedures, will be appointed as an Independent Monitor to monitor and ensure compliance with these Equitable Relief provisions. All costs associated with the Independent Monitor shall be paid from the Settlement Fund.

4.3 The specific measures that USC will undertake to satisfy these provisions, and the Independent Monitor's powers and responsibilities to ensure compliance, are set forth in the Equitable Relief Measures, attached hereto as Exhibit B.

B. Monetary Relief.

4.4 Within 10 days after Preliminary Approval, Defendants will deposit an advance of the Settlement Amount of \$5 million applicable towards costs of notice and administration in the Escrow Account pursuant to instructions to be delivered by Co-Lead Class Counsel. The balance of the Settlement Amount shall be payable into the Escrow Account within 10 days of the Effective Date.

4.5 Tyndall will contribute toward the Settlement Amount any insurance proceeds paid on his behalf as a result of any policy that covers any portion of the claims asserted in the Litigation. Any dispute among Defendants relating to contribution of insurance proceeds to fund the Settlement will not affect their obligation to pay the amounts due hereunder.

5. USE OF THE SETTLEMENT FUND

5.1 **Disbursements.** The Settlement Fund will be used to pay: (a) Administrative Expenses; (b) Taxes; (c) distributions to Claimants as provided herein and in the Claim Procedures; and (d) any service awards that the Court may award to the Class Representatives.

5.2 **Tax Implications for Claimants.** 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. 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. 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 regards 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 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 ¶ 9.2 below.

5.7 **Qualified Fund and Relation Back.** The Settling 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 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 Defendants nor any of their counsel are responsible or will have any liability for any Taxes or Tax Expenses. The Settling 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. The Claims Administrator shall provide any information requested by the Defendants' insurers, in a form that is acceptable to the insurers that they may need to comply with reporting obligations applicable to them with respect to any Lien. The Claims Administrator will also satisfy the reporting obligations, if any, under the requirements of Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 and the Defendants' insurers hereby authorize the Claims Administrator to report such information to applicable authorities. The Claims Administrator shall provide all information needed by the Defendants' insurers in order to permit any reporting deadlines to be met, and no funds shall be disbursed to any Settlement Class Member until after the insurers have confirmed that they have received all information needed to permit them to meet any reporting obligations.

(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) Defendants' Reliance. In reaching this Agreement and paying the Settlement Amount, the 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)–(d).

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

6. NOTICE AND ADMINISTRATION

6.1 Notice Program. Within 7 days after entry of the Preliminary Approval Order, USC will furnish all information reasonably available to it to assist in the identification of all potential Settlement Class Members. Direct notice of the Settlement will begin within 28 days after entry of the Preliminary Approval Order. The proposed notice program is described in the concurrently filed declaration of Jennifer M. Keough.

6.2 **Website.** The Claims Administrator will establish a standalone website for the Settlement, which will make all relevant materials available to Class Members and have the ability to receive Claim Forms.

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

6.4 **Claims Process Generally.** Unless the Court orders otherwise, the Settlement Fund will be distributed to Class Members pursuant to a three-tiered claim process. The Special Master will be responsible for overseeing the administration of disbursements from the Settlement Fund. Defendants will have no direct role in determining individual Claim Awards and cannot challenge the Claim Award to any Settlement Class Member. Plaintiffs will work in good faith with USC in developing the Claim Form, but the Claim Form will ultimately be approved by the Special Master and may be modified by the Special Master after notice to the parties. The Claim Process will include the following terms:

(a) **Tier 1.** Every Settlement Class Member is eligible for a Tier 1 payment, simply by virtue of being a Settlement Class Member. A Settlement Class Member who accepts a Tier 1 Claim Award remains eligible to make a Tier 2 or Tier 3 claim. The Tier 1 Claim Award shall be counted against any further award, but under no circumstances will a Settlement Class Member be required to return a Tier 1 Claim Award.

(i) Upon the Effective Date, each Settlement Class Member who can be identified through USC's existing health center records (which cover the period from July 14, 1997, through June 21, 2016), will be mailed a Tier 1 Claim Award (in the form of a check for \$2,500), representing an initial amount for damages for all claims advanced by the Settlement Class or that could have been advanced.

(ii) Upon the Effective Date, each Settlement Class Member who has completed online or returned by mail a qualifying Statement of Settlement Class Membership signed under penalty of perjury will be mailed a Tier 1 Claim Award (in the form of a check for \$2,500), representing an initial amount for damages for all claims advanced by the Settlement Class or that could have been advanced. To qualify, Settlement Class Members for the period August 14, 1989 to July 13, 1997, must have their student status confirmed by records from USC registrar's office, or, if the Settlement Class Member is not a student, submit credible evidence of Class Membership. These Tier 1 Claim Awards will be mailed upon confirmation of a qualifying Statement (even if the Class Member also submitted a Tier 2 and Tier 3 Claim Form along with the Statement).

(b) **Tier 2.** Each Settlement Class Member has the option to submit an online or written Claim Form describing her experience, 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 submit additional questions to a Claimant to be answered in writing. If the Special Master determines that the Claim Form is credible, and that the conduct or statement(s) described fall outside the scope of accepted medical standards of care applicable during the relevant time, or that the conduct or statements are determined to otherwise be actionable, the Claimant shall receive a Claim Award of no less than \$7,500 and no more than \$20,000, subject to Pro Rata Adjustments. If the Special Master determines the Claimant is not entitled to an enhanced damages award, she will nonetheless receive a Tier 1 Claim Award.

(c) **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) of conduct by or statement(s) from Tyndall and their 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 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 Special Master. Based on all information, the Special Master will determine whether the Claim Form is credible, the conduct or statement(s) described fall outside the scope of accepted medical standards of care applicable during the relevant time, or the conduct or statements were otherwise actionable, and based on an assessment of the emotional distress and/or bodily injury to the Claimant, the Special Master will recommend a Claim Award of no less than \$7,500 and no more than \$250,000, subject to Pro Rata Adjustments. If the Special Master determines the Claimant is not entitled to an enhanced damages award, she will nonetheless receive a Tier 1 Claim Award.

6.5 Claim Procedures. The procedures for distribution of the Settlement Fund to Settlement Class Members will be consistent with the following:

(a) **Tier 1.** All Settlement Class Members will receive a Tier 1 Claim Award. Settlement Class Members may additionally elect to submit a Tier 2 or 3 Claim Form.

(b) **Tier 2.** A Settlement Class Member can initiate a request for a Tier 2 Claim Award by submitting a Tier 2 Claim Form that will be provided in the Notice.

(i) The Tier 2 Claim Form will ask Settlement Class members to provide, in narrative and checklist form, information designed to identify the nature and scope of her alleged experience with Tyndall, including identifying any conduct or statement(s) that fell outside the scope of acceptable medical standards of care applicable at the time of the incident, or may be otherwise actionable, and any resulting emotional distress and/or bodily injury.

(ii) The Special Master's Team will assess the Claim Form in light of any relevant records and, if he or she deems it appropriate, may ask additional questions in writing or request additional information in writing from the Claimant, to determine the amount of the Tier 2 Claim Award, subject to any Pro Rata Adjustments. If the Settlement Class Member fails or otherwise declines to

timely provide the additional information requested by the Special Master's Team, it may affect the amount awarded.

(c) **Tier 3.** A Settlement Class Member can initiate a request for a Tier 3 Claim Award by submitting a Tier 3 Claim Form that will be provided in the Notice.

(i) The Tier 3 Claim Form will ask each Settlement Class Member to provide, in narrative and checklist form, information designed to identify the nature and scope of her alleged experience with Tyndall, including identifying any conduct or statement(s) that fell outside of the scope of acceptable medical standards of care applicable at the time of the incident, or may be otherwise actionable, and any resulting emotional distress and/or bodily injury.

(ii) The Settlement Class Member will also have the opportunity to submit additional documentary evidence of the impact of the events on the Settlement Class Member as well as damages. A member of the Special Master's Team shall interview the Settlement Class Member.

(iii) The Settlement Class Member may decline to participate in the interview. A Settlement Class member who submits a Tier 3 claim but who declines to participate in an interview may in no event receive an award which exceeds the range applicable to Tier 2 Claim Awards, between \$7,500 and \$20,000, subject to Pro Rata Adjustments.

(iv) The Special Master will assess the totality of the information submitted by the Settlement Class Member and make a finding whether the conduct described is a departure from accepted standards of care at the relevant time or is otherwise actionable, as well as whether the Claimant has established injuries that the Special Master determines to be credible. The Special Master will also consider the assessment of the interviewer as described in Paragraph 6.4(c), above. The Special Master will then determine the amount of any Tier 3 Claim Award, subject to Pro Rata Adjustments.

6.6 **Appeals.** Each Claimant will have the right to request that the Special Master reconsider, for any reason, the determination of that Claimant's Claim Award. The Special Master will establish fair procedures to govern this reconsideration process and ensure that each Claimant is provided adequate notice of those procedures in connection with the distribution of Claim Awards. The Special Master's ultimate determination of a Claimant's Claim Award is final and cannot be appealed.

6.7 **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, for good cause, allow a late claim.

6.8 **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, 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.

6.9 **Further Proceedings in the Event of Settlement Residue.** If the Settlement Amount is not fully disbursed after a 50% Pro Rata Increase is applied to the Claim Awards and after payment of any Taxes, Administrative Expenses, and any service awards to the Class Representatives that the Court may approve, the Parties will notify the Court and propose additional means of distributing the remaining amount in the Settlement Fund, namely: providing additional notice of the Settlement to non-participating Class Members 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.

6.10 **Class Member Confidentiality and Information Sharing with Insurers.** Defendants and their insurance counsel, as set forth below, will work in good faith with Plaintiffs to develop a procedure for claims for such fund distribution and sharing of information to ensure that appropriate and adequate information is gathered on behalf of the Defendants in order to

submit that documentation on each Claim Award to Defendants' insurance carriers, but Defendants will not have access to the identities of Claimants or the documentation on each Claim Award and will have no role whatsoever in determining individual Claim Awards and cannot challenge the Claim Award to any individual Settlement Class member. Plaintiffs will make all information, including, but not limited to, the completed questionnaire, any supporting documentation and, if applicable, notes from any interviews that are related to a Claim Award available to Defendants' insurers directly through Defendants' insurance coverage counsel. Plaintiffs will also make all information necessary to comply with reporting obligations with respect to any Lien available to Defendants' insurers through the Claims Administrator as required by Section 5.9(b) of this Agreement. Furthermore, the Special Master will make him or herself reasonably available to answer insurer questions about the process and/or Claim Awards. The parties acknowledge that all Claimant-identifying information shall be protected from disclosure by the relevant laws and regulation 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. Further, USC acknowledges that its insurers have executed appropriate non-disclosure agreements with confidentiality protections limiting the disclosure of and protecting the confidentiality of the information.

6.11 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 and Special Master 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.

6.12 Fees and Costs of Notice and Administration. The fees and costs of notice and administration are part of the Administrative Expenses and will be paid out of the Settlement Fund.

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. Plaintiffs shall select the Special Master and her team, and Defendants 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. In consultation with the Special Master and her team, the Parties shall jointly 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 Class Counsel Presentation. Class Counsel will retain one or more experts to make a presentation to the Special Master, or to prepare one or more reports to be presented by Class Counsel to the Special Master, concerning acceptable conduct or medical standards of care applicable during the Class Period. The Special Master may submit questions to and receive further information from the expert(s) retained by Class Counsel.

7.3 Special Master Consultation of Independent Experts. The Special Master may consult with other experts independently, but is required to disclose 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. Class Counsel will then have a reasonable period to respond or provide additional information if necessary. Class Counsel will also make all such information, including, but not limited to, any information, determinations, or conclusions (and the bases therefor) received from such independent experts by the Special Master available to Defendants' insurers directly through Defendants' insurance coverage counsel.

7.4 Fees and Costs of Special Master. The fees and costs of the Special Master are part of the Administrative Expenses and will be paid out of the Settlement Fund. Class Counsel

shall negotiate such fees and monitor expenditures and payments will be reported as directed by the Court.

8. ATTORNEYS' FEES AND COSTS; SERVICE AWARDS

8.1 **Attorneys' Fees and Costs.** All attorneys' fees and costs will be paid separately by Defendants, 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 on behalf of themselves and Additional Class Counsel 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 \$25 million. 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 attorney's fees and reimbursement of expenses, Class Counsel will request that the Court approve service awards to the Class Representatives. Any approved service award will be paid from the Settlement Fund.

9. TERMINATION

9.1 **No Right to Reversion.** 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 any Defendant 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 Amount, including accrued interest and less Administrative Expenses and Taxes or Tax Expenses paid, incurred, or due and owing in connection with the Settlement as provided for herein, will be refunded to Defendants pursuant to written instructions from counsel for Defendants.

9.3 **Election to Withdraw.** Defendants will have the option to withdraw from the Settlement if the number of Settlement Class Members who exclude themselves from the Class exceeds a number agreed to by the Parties in the Supplemental Agreement. The number agreed

to by the Parties will be submitted *in camera* or under seal to the Court. 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, Defendants may, in their sole discretion to be exercised within fourteen (14) days after such a material modification, declare the Settlement null and 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 Defendants exercise their option to withdraw from and terminate this Settlement, the Settlement proposed herein shall become null and 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 August 28, 2018.

10. GENERAL PROVISIONS

10.1 Mutual Intent. The Settling 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 Settling 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. Defendants have 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 Defendants, the scope and accuracy of records maintained by the USC registrar's office, and the nature and scope of the claims asserted in the Litigation. 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 Public Statements. The Settling Parties and their respective counsel will cooperate to ensure that any public statement concerning the Litigation and the Settlement by any Settling Party or his, her, or its counsel is accurate and consistent with the Parties' objective of securing Court approval of the Settlement. The Settling Parties and their respective counsel will not make any public statement that disparages the Settlement.

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 Settling 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 Settling Party as to the merits of any claim or defense. The Settling 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 Settling Parties agree that the Settlement Amount and the other terms of the settlement were negotiated in good faith by the Settling 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 contained 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 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 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 the Litigation or in 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 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 fully and

ultimately 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.

10.13 Survival of Confidentiality Agreements. All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information will survive this Agreement.

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

10.15 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.

10.16 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 Settling Parties and their counsel. This Agreement will not be construed against any Settling Party on the basis that the Settling 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 Settling Parties agree that the drafting of this Agreement has been a mutual undertaking.

10.17 Entire Agreement. The Agreement and the Exhibits attached 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.

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

10.19 **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.

10.20 **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.

10.21 **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.

10.22 **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.

10.23 **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.

10.24 **Continuing Jurisdiction.** The Court will retain jurisdiction with respect to implementation and enforcement of the terms of the Agreement, and all Settling 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.

Agreed to on the date indicated below.

APPROVED AND AGREED TO BY:

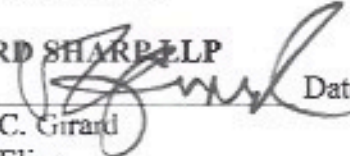
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**UNIVERSITY OF SOUTHERN
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*Interim President of the University of Southern
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*Counsel for Defendant University of Southern
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GEORGE M. TYNDALL, M.D.

By: _____ Date: _____
George M. Tyndall, M.D.

Defendant George Tyndall, MD

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*Counsel for Defendant University of Southern
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By: _____ Date: _____

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Defendant George Tyndall, MD

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Counsel for Defendant George Tyndall, MD

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*Counsel for Defendant University of Southern
California*

GEORGE M. TYNDALL, M.D.

By: _____ Date: _____

George M. Tyndall, M.D.

Defendant George Tyndall, MD

TAYLOR DEMARCO LLP

By: N. Denise Taylor Date: 2/11/19

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Fax: (415) 956-1008

*Plaintiffs' Co-Lead Class Counsel as Authorized
by Class Representatives*

SAUDER SCHELKOPF LLC

By:  Date: 2.12.19

Joseph G. Sauder

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KOHN SWIFT & GRAF, P.C.

By:  Date: 2/12/2019

Jonathan Shub

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Philadelphia, PA 19103

Telephone: (215) 238-1700

Fax: (215) 238-1700

Plaintiffs' Additional Class Counsel

EXHIBIT A

List of Women's Health Issues

- Comprehensive annual and/or gynecological exam with or without pap smear;
- Evaluation of breast for any reason, including but not limited to lumps, swelling, pain and discharge;
- Evaluation of urinary tract infection and urinary symptoms including but not limited to urinary frequency, burning, pain, bladder spasm, urgency, incontinence of urine, passage of blood, with or without fever and back pain;
- Disorder of menstrual periods, including but not limited to heavy menstrual periods, absence of menstrual periods, painful menstrual periods, prolonged menstrual periods, frequent menstrual periods, infrequent menstrual periods, bleeding between menstrual periods, and hormonal imbalance issues including premenstrual syndrome ("PMS"), menopause symptoms and perimenopause symptoms;
- Sexual complaints or concerns including but not limited to painful intercourse, bleeding after intercourse, and any difficulties with sexual relations;
- Symptoms, concerns or diagnoses involving the pelvic area related to reproductive organs including but not limited to ovarian cysts, ovarian tumors, fibroids, and endometriosis;
- Vaginal symptoms including but not limited to discharge, irritation, burning, itching with or without odor, and concern regarding retained foreign body;
- Vaginal and vulvar symptoms with or without lumps, sores, growths in the vaginal or vulvar area and rashes;
- Concerns regarding sexually transmitted disease exposure, evaluation, treatment and/or testing, and sexually transmitted disease counseling and prevention;
- Cervical disease including abnormal pap smears, diagnosis follow-up and treatment;
- Contraception related appointments for counseling, education, and treatment including but not limited to birth control prescription, refills, diaphragms, and intrauterine device insertion, removal and complications;
- Pregnancy and fertility issues including but not limited to diagnosis, evaluation, pregnancy testing, conception difficulties and evaluation of complications and symptoms related to pregnancy;
- Evaluation of anal/rectal issues including but not limited to hemorrhoids, rectal pain, fissures, bleeding and lumps or sores;
- Exam requiring you to be partially or fully unclothed in the breast, buttocks, and/or pelvic region.

EXHIBIT B

EQUITABLE RELIEF MEASURES

1. The parties agree equitable relief is a material component of the Settlement. The Parties further acknowledge that it is their mutual intent that USC's medical personnel act consistently with the best practice standards of the American College of Obstetricians and Gynecologists under its SCOPE certification program; and more generally, that USC adopt and implement adequate operating and oversight procedures for identification, prevention, and reporting of improper sexual or racial conduct at campus operations with a nexus to USC's Engemann Student Health and Cohen Student Health (together, "USC Student Health."
2. Appointment of Independent Women's Health Advocate: The Parties will jointly select, and the University will appoint, subject to approval by the Court, an independent (non-USC) advocate ("Independent Women's Health Advocate") to ensure compliance with the items 3 to 4 below. Although not a USC employee, the Independent Women's Health Advocate's compensation will be paid by USC. The Independent Women's Health Advocate's Court appointed role will continue for a minimum of 3 years.

The precise nature and scope of the Independent Women's Health Advocate's duties will be detailed by the Equitable Relief Committee described in paragraph 6 below, and consistent with the scope contemplated by paragraph 1. Such duties may include, among other things, a) receiving complaints of improper sexual or racial conduct reported by any patient, student and/or personnel at the Student Health Center, b) confirming that all such complaints are investigated by either the University's recently established Office of Professionalism and Ethics and/or the University's Office of Equity and Diversity and/or the University's Title IX Officer, and c) reporting, as appropriate, any failures of this process to the Senior Vice President, Legal Affairs and Professionalism.

3. USC Student Health Operating and Oversight Procedures: The University will adopt and implement the following operating and oversight procedures for identifying, preventing and reporting any alleged improper sexual or racial conduct at USC Student Health.
 - (a) Pre-hiring background checks of all new personnel, including physicians, who are regularly expected to have direct patient interaction. To the extent permitted by law, such investigation will include contacting former employers and asking direct questions about the candidate's interactions with patients including past reports of Sexual Harassment and/or Gender-Based Violence by the candidate and whether the candidate was disciplined for any reason related to patient interaction or patient safety.
 - (b) Annual verification of credentials of all clinical personnel, including physicians.
 - (c) Annual education and performance reviews concerning identifying, reporting and preventing improper sexual and/or racial conduct.
 - (d) USC Student Health, in conjunction with the Independent Women's Health Advocate, will adopt "Sensitive Exam" practices consistent with the guidelines set forth

by the American College of Obstetricians and Gynecologists' Committee on Gynecologic Practice.

(e) Maintain staffing so that all female students have the option of seeing a female physician.

(f) All students accessing the USC Student Health will be informed of this Settlement and the University's commitment and steps taken to prevent any recurrence, and provided a brochure outlining what to expect during a visit or procedures concerning disrobing, chaperones, physical exams and their opportunity to report any questions or concerns they may have concerning any conduct they believe may be inappropriate or questionable. The brochure will be consistent with patient education information published by the American College of Obstetricians and Gynecologists (ACOG). USC Student Health will review and, if necessary, update its patient literature at least once every two years to ensure that the literature reflects current ACOG standards and best practices.

(g) All USC Student Health personnel who assist with Sensitive Exams will be trained annually on best practices for ensuring the safety and comfort of students during Sensitive Examinations. All USC Student Health personnel who are regularly expected to have direct patient contact will be trained annually on USC's policies for mandatory reporting of Sexual Harassment and Gender-Based Violence; bystander training; procedures for referring students to counseling or psychiatric treatment; and the University's anti-retaliation policies. The University will require ongoing training on at least an annual basis.

(h) USC Student Health will provide all students with plain-language notice of how to recognize and report Sexual Harassment and Gender-Based Violence by a healthcare provider. This notice will be provided when a student initially visits USC Student Health and will also be posted prominently in each examination room.

(i) Online and offline opportunity for anonymous patient feedback concerning USC Student Health and its personnel.

4. New Sexual Misconduct/Violence Prevention Program. USC agrees to expand the services of its Relationship and Sexual Violence Prevention program to include a new training program designed to *prevent* sexual misconduct and sexual assault. The new training program will target students in each of their first three years at the University. USC will hire at least one qualified FTE by July 1, 2019 and at least two additional qualified FTEs by October 1, 2019 for the purpose of developing and conducting the training program. Other aspects of the program may be as follows, subject to recommendations of the Independent Women's Health Advocate:
- Program will be required of all students. It will include a general program and also programs that can be targeted for communities such as Greek life, Athletics, LGBTQ, persons with disabilities and international students.
 - Topics will include, among others, Affirmative Consent; Healthy Relationships; and, Bystander Intervention.
 - The programs may be conducted via online programs such as the "Think About It" program and/or live, in small groups of approximately 35-40 students.
 - The University currently requires periodic training for all faculty and supervisory employees on combatting sexual violence, including sexual assault, domestic

violence, intimate partner violence, stalking and bystander intervention. All non-supervisory employees are required to review educational materials on prohibited workplace conduct, specifically discrimination, harassment and retaliation. The Equitable Relief Committee may review and provide comments on these University-wide programs detailed in this paragraph of item 4, for consideration by the University.

5. Independent Consultant to Serve on Task Force. USC Student Health is sponsoring the 2019 AAU Campus Climate Survey on Sexual Assault and Misconduct at USC in the Spring of 2019; the survey asks students questions regarding their knowledge of USC support resources, experiences of misconduct/assault, likelihood of reporting, among others. USC agrees to appointment of an Independent Task Force Member to serve on the Survey Task Force. The Independent Task Force Member will be appointed and compensated by Class counsel. She will have expertise in university best practices related to prevention and response to sexual assault and misconduct. The Task Force will receive the results of the survey, review existing policies and procedures for disclosure, reporting and response to sexual violence on campus, identify opportunities for the University to improve its practices, education or policies, and recommend practices and policies for implementation in light of the survey results. The University agrees to consider in good faith implementation of the recommendations of the Task Force. Other Task Force members may include representatives of the student community, Department of Public Safety, Office of Professionalism & Ethics, Faculty Affairs, Relationship and Sexual Violence Prevention of Student Health, and Title IX. Final reports concerning the survey will be made available to the University community at an appropriate time.
6. Equitable Relief Committee. Within 5 days of execution of this Settlement, Plaintiffs and the USC Defendants shall each designate an individual to serve on an Equitable Relief Committee comprised of three members. Plaintiffs will designate an expert in university best practices related to prevention and response to sexual assault and misconduct; USC may designate its own expert or an individual with appropriate expertise internal to the University. Those two members shall promptly meet and jointly select a third individual with appropriate expertise to chair the Committee. The Committee shall then meet with a goal of finalizing the issues requiring further detail in items 2, 3 and 4 and consistent with the objectives and scope of paragraph 1 above. The Committee shall complete its duties with 60 days of the execution of this Settlement and will then terminate.
7. Realization Review. The parties anticipate that the Independent Women's Health Advocate, Independent Task Force Member, and the Equitable Relief Committee will work cooperatively with USC designated administration, faculty, and student representatives to achieve the aims of these provisions. In the event that the Independent Women's Health Advocate or Independent Task Force Member believes the requirements and goals of these provisions are not being sufficiently addressed, a multi-tier review and resolution process will be available. First, any such concerns will be raised to Class counsel, who will meet and confer with counsel for the USC Defendants. If not resolved, any remaining issues will be presented to the Special Master. The Special Master can, in her discretion, adopt processes similar to those provided for in Paragraphs 7.2 and 7.3 of

the Settlement Agreement, including presentations from the Parties, Party-retained experts, or independent experts. The Special Master will provide the Parties with a Report and Recommendation on resolution of any such issues. To the extent such disputes are not resolved through the Special Master, the assigned Court will maintain continuing jurisdiction over this Settlement Agreement to address such disputes and enforce this provision.

8. All obligations under these equitable relief provisions of the Settlement Agreement will exist for at least three years, although it of course remains USC's intent to maintain appropriate operating and oversight procedures for identification, prevention, and reporting of improper sexual or racial conduct throughout the University.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

**IN RE USC STUDENT HEALTH
CENTER LITIGATION**

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

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

I, JENNIFER M. KEOUGH, declare as follows:

I. INTRODUCTION

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

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

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

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

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

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

11 II. RELEVANT EXPERIENCE

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

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

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

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

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

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

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

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

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

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

5 **III. NOTICE PROGRAM SUMMARY**

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

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

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

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

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

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

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

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

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

IV. NOTICE PROGRAM DETAILS

A. CAFA Notice

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

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

3 **B. Direct Mail Notice**

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

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

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

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

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

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

Footnote continued on next page

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

7 **C. Email Notice**

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

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

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

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

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

21

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

10 **D. Notice Design and Content**

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

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

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

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

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

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

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

10 **E. Supplemental Media Efforts**

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

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

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

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

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

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

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

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

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

5 **F. Dedicated Settlement Website**

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

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

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

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

3 **G. Settlement Administrator Email Address**

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

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

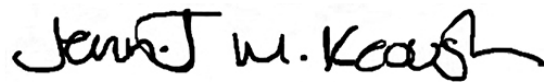
11 42. JND will make available its scalable call center resources to develop
12 and manage the incoming telephone calls received in response to the Notice
13 Program. JND will establish and maintain a 24-hour, toll-free telephone line where
14 callers may obtain information about the Settlement. During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

V. CONCLUSION

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

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

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



JENNIFER M. KEOUGH

— EXHIBIT —

A

JENNIFER KEOUGH

CHIEF EXECUTIVE OFFICER AND CO-FOUNDER



I.

INTRODUCTION

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

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

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

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

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

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

II.

LANDMARK CASES

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Cobell v. Salazar

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

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

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

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

5. Gulf Coast Claims Facility (GCCF)

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

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

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

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

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

7. In re Air Cargo Shipping Services Antitrust Litig.

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

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

8. In re Classmates.com

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

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

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

9. In re General Motors LLC Ignition Switch Litig.

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

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

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

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

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

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

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

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

12. In re The Engle Trust Fund

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. Loblaw Card Program

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

17. New Orleans Tax Assessor Project

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

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

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

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

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

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

III.

CASE EXPERIENCE

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

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

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

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

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

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

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

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

IV.

JUDICIAL RECOGNITION

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

1. Judge Kimberly E. West

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

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

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

2. Judge Kimberly E. West

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

(December 21, 2018)

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

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

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

3. Judge Naomi Reice Buchwald

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

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

4. Judge Kimberly E. West

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

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

5. Honorable Kenneth J. Medel

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

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

6. Honorable Sallie Kim

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

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

7. Honorable Kenneth M. Karas

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

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

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

8. Judge Mark H. Cohen

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

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

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

9. Judge Kimberly E. West

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

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

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

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

10. Honorable Thomas M. Durkin

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

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

11. Honorable Beth Labson Freeman

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

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

12. Honorable Tanya Walton Pratt

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

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

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

13. Judge Maren E. Nelson

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

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

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

14. Judge Maren E. Nelson

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

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

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

15. Judge Cheryl L. Pollak

Dover et al. v. British Airways, PLC (UK), (October 9, 2018)

No. 12-cv-5567 (E.D.N.Y.), in response to two objections:

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

16. Judge Edward J. Davila

In re Intuit Data Litig., (October 4, 2018)

No. 15-CV-1778-EJD (N.D. Cal.):

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

17. Judge Phillip Brimmer

Wornicki v. Brokerpriceopinion.com, Inc., (September 20, 2018)

No. 13-cv-03258 (PAB) (KMT) (D. Colo.):

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

18. Judge Lucy H. Koh

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

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

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

19. Judge Michael H. Watson

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

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

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

20. Judge Timothy J. Corrigan

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

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

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

21. Honorable Kenneth J. Medel

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

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

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

22. Honorable Thomas M. Durkin

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

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

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

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

23. Honorable Mary E. Roberts

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

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

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

24. Honorable Stanley R. Chesler

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

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

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

25. Honorable Lewis A. Kaplan

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

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

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

26. Judge Janet T. Neff

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

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

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

27. Honorable Otis D. Wright, II

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

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

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

28. Honorable Susan J. Dlott

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

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

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

29. Honorable David O. Carter

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

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

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

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

30. Judge Joe Heaton

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

(March 12, 2018)

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

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

31. Judge Maren E. Nelson

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

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

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

32. Honorable Samuel S. Chung

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

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

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

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

33. Honorable Solomon Olive, Jr.

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

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

34. Judge Federico A. Moreno

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

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

35. Honorable Percy Anderson

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

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

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

36. Judge Knox McMahon

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

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

37. Judge Ann D. Montgomery

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

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

38. Honorable Harold Kahn

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

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

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

39. Honorable Robert S. Lasnik

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

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

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

40. Honorable Robert D. Kalish

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

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

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

41. Chief Judge Dana L. Christensen

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

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

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

42. The Honorable Philip S. Gutierrez

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

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

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

43. Judge Christina A. Snyder

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

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

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

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

44. Honorable Susan Illston

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

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

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

— EXHIBIT —
B-1

ONLY FOR PRE-IDENTIFIED CLASS MEMBER NOTICE VERSIONI

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA

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

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

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

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

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

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

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BASIC INFORMATION

1. Why did I get this Notice?

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

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

2. What is this lawsuit about?

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

3. Why is this a class action?

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

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

4. Why is there a Settlement?

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

WHO IS IN THE SETTLEMENT?

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

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

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

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

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

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

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

BENEFITS OF THE SETTLEMENT — WHAT YOU GET

7. What does the Settlement provide?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

HOW YOU GET A PAYMENT

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

Tier 1 Payments

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

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

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

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

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

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

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

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

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

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

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

EXCLUDING YOURSELF FROM THE SETTLEMENT

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

12. How do I get out of the Settlement?

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

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

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

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

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

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

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

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

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

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

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

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

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

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

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

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

16. How will the lawyers be paid?

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

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

OBJECTING TO THE SETTLEMENT

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

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

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

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

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

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

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

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

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

THE COURT'S FAIRNESS HEARING

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

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

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

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

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

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

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

21. May I speak at the Fairness Hearing?

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

IF YOU DO NOTHING

22. What happens if I do nothing at all?

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

GETTING MORE INFORMATION

23. How do I get more information?

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

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

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

Dated: Month Day, Year

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

— EXHIBIT —
B-2

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA

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

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

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

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

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

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

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BASIC INFORMATION

1. Why did I get this Notice?

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

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

2. What is this lawsuit about?

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

3. Why is this a class action?

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

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

4. Why is there a Settlement?

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

WHO IS IN THE SETTLEMENT?

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

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

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

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

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

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

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

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

BENEFITS OF THE SETTLEMENT — WHAT YOU GET

7. What does the Settlement provide?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

HOW YOU GET A PAYMENT

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

Tier 1 Payments

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

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

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

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

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

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

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

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

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

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

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

EXCLUDING YOURSELF FROM THE SETTLEMENT

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

12. How do I get out of the Settlement?

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

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

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

- Your signature.

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

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

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

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

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

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

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

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

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

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

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

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

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

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

16. How will the lawyers be paid?

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

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

OBJECTING TO THE SETTLEMENT

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

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

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

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

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

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

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

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

THE COURT'S FAIRNESS HEARING

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

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

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

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

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

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

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

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

21. May I speak at the Fairness Hearing?

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

IF YOU DO NOTHING

22. What happens if I do nothing at all?

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

GETTING MORE INFORMATION

23. How do I get more information?

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

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

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

Dated: Month Day, Year

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

— EXHIBIT —
C

USC
[Barcode]

STATEMENT OF SETTLEMENT CLASS MEMBERSHIP FORM



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

(Please complete Sections 1 through 10 below)

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

6. TELEPHONE NUMBER:	<div style="text-align: center;"> <div style="display: flex; justify-content: space-around; align-items: center;"> <div style="border-bottom: 1px solid black; width: 100px; text-align: center;"> <div style="display: flex; justify-content: space-between; border-bottom: 1px solid black; height: 10px;"> </div> </div> <div style="border-bottom: 1px solid black; width: 100px; text-align: center;"> <div style="display: flex; justify-content: space-between; border-bottom: 1px solid black; height: 10px;"> </div> </div> <div style="border-bottom: 1px solid black; width: 100px; text-align: center;"> <div style="display: flex; justify-content: space-between; border-bottom: 1px solid black; height: 10px;"> </div> </div> <div style="border-bottom: 1px solid black; width: 100px; text-align: center;"> <div style="display: flex; justify-content: space-between; border-bottom: 1px solid black; height: 10px;"> </div> </div> </div> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <div>Country Code (if outside the United States)</div> <div>Area Code</div> <div>Number</div> </div> </div>
7. EMAIL ADDRESS:	<div style="border-bottom: 1px solid black; height: 40px;"></div>
8. DATES ENROLLED AT USC:	<div style="display: flex; justify-content: space-between; margin-bottom: 10px;"> <div>From: _____ Month and Year</div> <div>To: _____ Month and Year</div> </div> <div>School/Department: _____</div>
9. IS ENGLISH YOUR FIRST LANGUAGE?	<div>Yes: <input type="checkbox"/> No: <input type="checkbox"/></div>
10. IF YOU ANSWERED “NO” TO QUESTION 9, WHAT IS YOUR FIRST/NATIVE LANGUAGE?	<div style="border-bottom: 1px solid black; height: 40px;"></div>

PART B. CLAIMANT STATEMENT

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

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

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

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

Month/Day/Year

Month/Day/Year

Month/Day/Year

Month/Day/Year

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

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

USC ID Number

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

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

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

PART C. CLAIMANT SIGNATURE

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

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

Signature

Printed Full Name (First, Middle, and Last)

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

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

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

— EXHIBIT —

D

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

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

USC
[Barcode]

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

TIER 2 AND TIER 3 CLAIM FORM

GENERAL INSTRUCTIONS

Please review the following instructions before proceeding:

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

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

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

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

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

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

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

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

SECTION A: CLAIMANT INFORMATION

1. CLAIMANT NAME:	First	Middle	Last
2. FORMER OR MAIDEN NAME (STUDENT NAME):			
3. DATE OF BIRTH:	<div style="display: flex; justify-content: space-between;"> _____ _____ _____ </div> <div style="display: flex; justify-content: space-around; font-size: small;"> Month Day Year </div>		
4. SOCIAL SECURITY NUMBER, TAXPAYER ID OR FOREIGN ID NUMBER (IF NOT A U.S. CITIZEN):	<div style="text-align: center;"> _ _ _ _ - _ _ _ _ - _ _ _ _ _ or _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ </div>		
5. CURRENT ADDRESS:	Street Address (including apartment/unit number, if applicable) <hr/> City <hr/> State/Province <hr/> <div style="display: flex; justify-content: space-between;"> Postal Code Country </div>		
6. TELEPHONE NUMBER:	() - () - - Country Code Area Code Number (if outside the United States)		
7. EMAIL ADDRESS:			
8. DATES ENROLLED AT USC:	From: _____ To: _____ <div style="display: flex; justify-content: space-around; font-size: small;"> Month and Year Month and Year </div> School/Department: _____		

#.1154

9. DATE(S) TREATED IF NOT A STUDENT AT USC:	<table border="1"> <tr> <td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td> </tr> <tr> <td colspan="10">(MM/DD/YYYY)</td> </tr> <tr> <td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td> </tr> <tr> <td colspan="10">(MM/DD/YYYY)</td> </tr> </table>											(MM/DD/YYYY)																				(MM/DD/YYYY)									
(MM/DD/YYYY)																																									
(MM/DD/YYYY)																																									
10. IS ENGLISH YOUR FIRST LANGUAGE?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>																																								
11. IF YOU ANSWERED "NO" TO QUESTION 10, WHAT IS YOUR FIRST/NATIVE LANGUAGE?																																									

SECTION B: ATTORNEY INFORMATION

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

1. ATTORNEY NAME:	First	M.I.	Last	Suffix										
2. LAW FIRM NAME:														
3. LAW FIRM MAILING ADDRESS:	Address 1													
	Address 2													
	City													
	State/Province													
	Postal Code		Country											
4. ATTORNEY TELEPHONE:	<table border="1"> <tr> <td>()</td> <td>-</td> <td>()</td> <td>-</td> <td> - </td> </tr> <tr> <td>Country Code (if outside the United States)</td> <td></td> <td>Area Code</td> <td></td> <td>Number</td> </tr> </table>				()	-	()	-	-	Country Code (if outside the United States)		Area Code		Number
()	-	()	-	-										
Country Code (if outside the United States)		Area Code		Number										
5. ATTORNEY EMAIL ADDRESS:														

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

SECTION C: CLAIM SELECTION

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

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

SECTION D: TREATMENT BY DR. TYNDALL AT USC

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

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

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

VISIT 1

1. Date:

____/____/_____
(MM/DD/YYYY)

2. Facility:

3. Was this your first visit to a gynecologist?

Yes: ☐ No: ☐

4. Reason for the appointment you scheduled:

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

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

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

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

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

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

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

9. Were you asked to disrobe?

Yes: ☐ No: ☐

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

Partially ☐

Completely ☐

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

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

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

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

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

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

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

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

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

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

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

Yes: ☐ No: ☐

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

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

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

Yes: ☐ No: ☐

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

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

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

Yes: ☐ No: ☐

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

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

30. Did Dr. Tyndall anally penetrate you?

Yes: ☐ No: ☐

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

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

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

Yes: ☐ No: ☐

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

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

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

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

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

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

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

Yes: ☐ No: ☐

41. If yes, who did you tell?

42. If yes, what did you say?

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

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

SECTION E: IMPACT OF CONDUCT

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

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

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

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

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

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

Yes: ☐ No: ☐

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

Date(s) (even if approximate):

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

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

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

Name(s) of Professional(s):

Nature of Treatment:

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

Yes: ☐ No: ☐

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

Date(s) (even if approximate):

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

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

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

Name(s) of Professional(s):

Nature of Treatment:

This image shows a single 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.

[illegible]

SECTION F: LIENS

As set forth in the Settlement Agreement, the Settlement Administrator is administering the process for identifying and resolving any potential Liens that may be withheld or asserted against your Claim Award. If you or the Settlement Administrator identifies a potential Lien asserted, and the Settlement Administrator confirms the validity and amount of such Lien(s), we are required to deduct those amounts from your Claim Award. For purposes of determining if your Lien is subject to a Claim Award, please fill out the information, where applicable, in this Section.

1. MEDICARE

1. If you are now enrolled, or have been enrolled at any time, in Medicare Part A or Medicare Part B program(s), provide the following information:

HICN (Medicare Claim #):

Enrollment Date: | | | / | | | / | | | |

(Month/Day/Year)

2. If you are now enrolled, or have been enrolled at any time, in a Medicare Part C program (for example, a Medicare Advantage, Medicare Cost, Medicare healthcare prepayment plan benefits, or similar Medicare plan administered by private entities), provide the following information:

Name of Plan:

Member Number for Plan:

Enrollment Date: | | / | | / | | | |

(Month/Day/Year)

3. If you are now enrolled, or have been enrolled at any time, in a Medicare Part D Program (prescription drug benefits), provide the following information:

Name of Medicare Part D Plan:

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

Member Number of Medical Part D Plan:

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

2. 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)

3. 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:

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

Branch: _____

Sponsor: _____

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

Tribe: _____

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

☐ **TRICARE Healthcare or Prescription Drug Benefits**

Claim Number:

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

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

Sponsor: _____

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

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

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

4. 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: | | | | | | | | | | | | | | | |

5. PRIVATE HEALTHCARE INSURANCE

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

Name of Plan/Entity:

Policyholder Name:

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: | | | | | | | | | | | | | | | |

6. OTHER LIENS

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

Yes: ☐ No: ☐

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

2. If yes, please describe such Liens below.

[illegible]

SECTION G: SIGNATURE

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

Signature

Date (Month/Day/Year)

Printed Full Name (First, Middle, and Last)

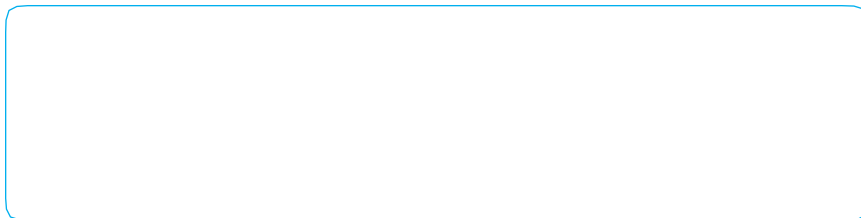
You may submit this Tier 2 or Tier 3 claim by completing this hard copy claim form and mailing it to the Settlement Administrator at USC Student Health Center Settlement, c/o JND Legal Administration, P.O. Box 91233, Seattle, WA 98111-9333 or you may file your claim online through the Settlement Website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

— EXHIBIT —
E



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

IMPORTANT COURT ORDERED INFORMATION



IMPORTANT COURT ORDERED INFORMATION

— EXHIBIT —

F-1

To: _____

From: info@URL.com

Subject: Notice of USC Student Health Center Settlement

Claimant ID No.

Dear [Class Member Name]:

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

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

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

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

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

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

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you may object to the Settlement by [Month Day, 2019] ^{# 1089}. The detailed Settlement Notice is available at www.URL.com and explains how Settlement Class Members may request exclusion or object. The Court will hold a Fairness Hearing on [Month Day, 2019] at X:XX a./p.m. (Pacific) to decide whether to approve the Settlement, Class Counsel attorneys' fees and incurred expenses up to twenty five million dollars, and any Class Representative service awards awarded by the Court. Any attorney fees and expenses will be paid by Defendants separate and in addition to the benefits available to Settlement Class Members and will not reduce Settlement benefits. You may ask to appear or speak at the hearing at your own expense but you are not required to do so. Additional information is available on the Settlement Website at www.URL.com.

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

— EXHIBIT —

F-2

To: [Class Member Email Address]

From: info@URL.com

Subject: Notice of USC Student Health Center Settlement

Dear [Class Member Name]:

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

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

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

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

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

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


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

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


— EXHIBIT —
G

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**JNDLA**
@JND_LA




Follow


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



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

5:54 PM - 14 Nov 2018



 Tweet your reply



Google Search

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


Ad www.tbd.com

You May Get Benefits From a Class Action Settlement



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Sponsored · 



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




DISPLAYURL.COM
Dr. Tyndall USC Patients [LEARN MORE](#)

 Like  Comment  Share




Facebook Desktop Newsfeed

**JND Legal Administration**
Sponsored · 

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





DISPLAYURL.COM
Were you treated by Dr. George Tyndall? [Learn More](#)


 Like  Comment  Share

LinkedIn Desktop Feed

Promoted

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

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

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

— EXHIBIT —

H

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

Seattle, DATE/PR Newswire/

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

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

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

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

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

IN RE: USC STUDENT HEALTH
CENTER LITIGATION

No. 2:18-cv-04258-SVW
[Consolidated with:
No. 2:18-cv-04940- SVW-GJS,
No. 2:18-cv-05010-SVW-GJS,
No. 2:18-cv-05125-SVW-GJS, and
No. 2:18-cv-06115-SVW-GJS]
**DECLARATION OF LAYN R.
PHILLIPS**

1 I, LAYN R. PHILLIPS, declare under penalty of perjury as follows:

2 1. I submit this Declaration in my capacity as the mediator in the above-
3 captioned action and in connection with the proposed settlement of claims in the
4 above-captioned class action (the "Settlement").

5 2. The parties' negotiations were conducted in confidence and under my
6 supervision. All participants in the mediation and negotiations executed a confidentiality
7 agreement indicating that the mediation process was to be considered settlement
8 negotiations for the purpose of Rule 408 of the Federal Rules of Evidence, protecting
9 disclosure made during such process from later discovery, dissemination, publication
10 and/or use in evidence. By making this declaration, neither I nor the parties waive in any
11 way the provisions of the confidentiality agreement or the protections of Rule 408. While
12 I cannot disclose the contents of the mediation negotiations, the parties have authorized
13 me to inform the Court of the procedural and substantive matters set forth below to be
14 used in support of approval of the Settlement. Thus, without in any way waiving the
15 mediation privilege, I make this declaration based on personal knowledge and I am
16 competent to testify as to the matters set forth herein.

17 3. I am a former U.S. District Judge, a former United States Attorney, and a
18 former litigation partner with the firm of Irell & Manella LLP. I currently serve as a
19 mediator and arbitrator with my own alternative dispute resolution company, Phillips
20 ADR Enterprises ("PADRE"), which is based in Corona Del Mar, California. I also
21 serve as a Fellow in the American College of Trial Lawyers.

22 4. In 1984, after serving as an antitrust prosecutor and an Assistant United
23 States Attorney in Los Angeles, California, I was nominated by President Reagan to
24 serve as the United States Attorney in Tulsa, Oklahoma. In 1987, I was nominated by
25 President Reagan to serve as a United States District Judge for the Western District of
26 Oklahoma.

1 5. I left the federal bench in 1991 and joined Irell & Manella, where for 23
2 years I specialized in alternative dispute resolution, complex civil litigation and
3 internal investigations. In 2014, I left Irell & Manella to found my own company,
4 PADRE, which provides mediation and other alternative dispute resolution services.

5 6. Over the past 25 years, I have served as a mediator and arbitrator in
6 connection with large, complex cases, including successfully mediating the Michigan
7 State sex-abuse cases, *Denhollander v. Mich. State Univ.*, No. 1:17-cv-00029 (W.D.
8 Mich.). I have also mediated numerous other cases involving allegations of sexual
9 harassment including the 21st Century Fox Derivative Litigation prompted by
10 allegations of a hostile work environment at Fox News.

11 7. On July 2, 2018, Interim Class Counsel and Defendants participated in a
12 full-day mediation session before me. The participants included (i) Interim Class
13 Counsel, Hagens Berman Sobol Shapiro, Lieff Cabraser and Girard Sharp, as well as
14 other lawyers on the plaintiffs' side; (ii) in-house representatives for USC; and (iii)
15 USC's outside counsel at Quinn Emanuel. In advance of the mediation session, the
16 parties exchanged and submitted detailed mediation statements and supporting
17 exhibits addressing liability and damages. During the mediation, counsel for each side
18 formally presented arguments regarding their clients' positions. The work that went
19 into the mediation statements and competing presentations and arguments was
20 substantial.

21 8. During the mediation session, I engaged in extensive discussions with
22 counsel in an effort to find common ground between the parties' respective positions.
23 During these discussions, I challenged each side separately to address the weaknesses
24 in each of their positions and arguments. In addition to vigorously arguing their
25 respective positions, the parties exchanged several rounds of settlement demands and
26 offers. However, the parties were not able to reach any agreement during the first
27 mediation session.

1 9. Despite being unable to reach any agreement at the first mediation session,
2 I urged the parties to schedule a further meeting with each side's respective damages
3 expert to discuss their views on the maximum recoverable damages in this case, as well
4 as the assumptions and considerations that formed the basis of their calculations of
5 damages.

6 10. In advance of the second mediation session, the parties each exchanged
7 and submitted supplemental mediation statements, including additional exhibits,
8 addressing liability and damages. The supplemental mediation statements further set
9 out the relative merits of each party's positions, including as to likely damages in the
10 event liability was found.

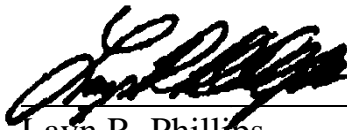
11 11. On August 20, 2018 and October 26, 2018, Interim Class Counsel and
12 counsel for Defendants participated in addition mediation session before me. The
13 parties reached an agreement-in-principle and a term sheet outlining the essential
14 terms of the settlement on October 18, 2018. Interim Class Counsel and counsel for
15 Defendants also participated in additional mediation sessions via teleconference with
16 me on August 24, 2018, August 31, 2018, September 4, 2018, January 18, 2019, and
17 January 31, 2019. The parties negotiated attorneys' fees for Interim Class Counsel
18 only after reaching agreement on the monetary relief for the Class.

19 12. The mediation process was an extremely hard-fought negotiation from
20 beginning to end. The hard-fought nature was in part exemplified by the need for
21 additional post term sheet briefing and a mediation session where I heard arguments
22 on issues that the parties could not resolve when it came to finalizing the documents.
23 Although I cannot disclose specifics regarding the participants' positions, there were
24 many complex issues that required significant thought and practical solutions.
25 Throughout the mediation process, the negotiations between the parties were vigorous
26 and conducted at arm's-length and in good faith.

1 13. Based on my experience as a litigator, a former U.S. District Judge and a
2 mediator, I believe that the Settlement represents a recovery and outcome that is
3 reasonable and fair for the Settlement Class and all parties involved. I further believe it
4 was in the best interests of the parties that they avoid the burdens and risks associated
5 with taking a case of this size and complexity to trial, and that they agree on the
6 Settlement now before the Court. I strongly support the Court's approval of the
7 Settlement in all respects.

8 14. Lastly, the advocacy on both sides of the case was excellent. All counsel
9 displayed the highest level of professionalism in zealously and capably representing
10 their respective clients.

11 I declare under penalty of perjury that the foregoing facts are true and correct
12 and that this declaration was executed this 12th day of February, 2019.

13
14 
15 Layn R. Phillips

1 Steve W. Berman (*pro hac vice*)
2 HAGENS BERMAN SOBOL SHAPIRO LLP
3 1301 Second Avenue, Suite 2000
4 Seattle, WA 98101
5 Tel.: 206.623.7292
6 Fax: 206.623.0594
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13 Email: christopherp@hbsslaw.com

14 *Attorneys for Plaintiffs*

15 [Additional Counsel Listed on Signature Page]

16 UNITED STATES DISTRICT COURT
17 CENTRAL DISTRICT OF CALIFORNIA

18 *IN RE USC STUDENT HEALTH*
19 *CENTER LITIGATION*

20 JOYCE SUTEDJA, MEHRNAZ
21 MOHAMMADI, JANE DOE M.G.,
22 JANE DOE R.B., JANE DOE K.Y., and
23 JANE DOE M.D., individually and on
24 behalf of all others similarly situated,

25 Plaintiffs,

26 v.

27 UNIVERSITY OF SOUTHERN
28 CALIFORNIA, BOARD OF
TRUSTEES OF THE UNIVERSITY OF
SOUTHERN CALIFORNIA, and
GEORGE TYNDALL, M.D.,

Defendants.

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

[consolidated with 2:18-cv-04940-SVW-GJS, 2:18-cv-05010-SVW-GJS, 2:18-cv-05125-SVW-GJS, and 2:18-cv-06115-SVW-GJS]

DECLARATION OF BETSAYDA
ACEITUNO IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF CLASS
SETTLEMENT

DECLARATION OF BETSAYDA ACEITUNO IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS SETTLEMENT

I Betsayda Aceituno declare under penalty of perjury under the laws of the United States that the following is true and correct.

1. I am over the age of eighteen (18), and a Named Plaintiff and proposed Class Representative in the above-entitled action. This Declaration, which is based on my personal knowledge of the facts stated herein, is submitted in support of the Motion for Preliminary Approval of Class Action Settlement.
2. I attended the University of Southern California (“USC”) from 2013 to 2015.
3. During my time at USC, I was treated for womens health related issues by Dr. George Tyndall at USC’s student health center.
4. I had approximately three appointments with Dr. Tyndall. During these appointments, Dr. Tyndall made me extremely uncomfortable by making inappropriate comments, performing pelvic exams without a chaperone present, and making inappropriate sexual comments about my appearance while performing pelvic exams.
5. When I learned from media reports that Dr. Tyndall had violated, abused, and mistreated female patients at USC for more than 25 years, I was horrified and decided to contact a lawyer.
6. I contracted Hagens Berman to ask about pursuing a claim against USC. After speaking with a lawyer there about all of my legal options—which included filing an individual lawsuit—I made the decision to join the class action as a class representative.
7. I chose to act class representative because I thought that it was the best option for pursuing my claim against USC. I also wanted to help hold USC accountable for its failure to ensure that its female students receive quality

womens healthcare from a safe provider, and I wanted to see to it that people who have suffered from the same experience receive compensation for their injuries.

8. It was not an easy decision to act as a class representative. Participation required me to relive a traumatic experience, file a description of my experience on the public docket, and open myself up to potential discovery. However, I found the strength to come forward because I wanted to prevent this type of misconduct from happening again.
9. In October, 2018 class counsel contacted me to explain the terms of the settlement. I fully understand the terms and conditions of the settlement.
10. I also understand that as a class member I have a right to opt out of the settlement class and/or object to the class settlement in court.
11. I support the settlement as a fair and adequate outcome for the class.
12. Class counsel has shown me the following definition of the settlement class, which they propose should be used in the Class Notice notifying class members about this case, the certification of the class in this case, the scope of that class, the claims in the case, and what class members must do in order to be included or excluded from the class.
13. For purposes of this settlement, the Class is defined as all women who had womens-health-related treatment conducted by George Tyndall, M.D. at the University of Southern California.
14. This definition clearly communicates which persons are in the Class and which are not. From this description, people would understand who is included in the Class without further description or detail.
15. I support the class settlement because it not only fairly compensates the Class, but it affords women a choice about the level of participation they are

1 willing and able to undertake in order to submit their claims. This choice will
2 minimize the emotional and logistical impact on class members.

3 16. I understand that as part of the settlement, USC has agreed to implement
4 policies aimed at bolstering oversight of the student healthcare center to
5 prevent future misconduct. I strongly support those efforts.

6 17. Ultimately, accepting the class settlement will allow me to move on from
7 this traumatic experience knowing that I have helped right an injustice, USC
8 has been held accountable, and I have helped to prevent universities,
9 healthcare providers, and other institutions from tolerating sexual abuse in
10 the future.

11
12 Dated: February 9, 2019

13
14
15 Signed:

16 Name:



Betsayda Accituno

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2 HAGENS BERMAN SOBOL SHAPIRO LLP
3 1301 Second Avenue, Suite 2000
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5 Tel.: 206.623.7292
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14 *Attorneys for Plaintiffs*

15 [Additional Counsel Listed on Signature Page]

16 UNITED STATES DISTRICT COURT
17 CENTRAL DISTRICT OF CALIFORNIA

18 *IN RE USC STUDENT HEALTH*
19 *CENTER LITIGATION*

20 JOYCE SUTEDJA, MEHRNAZ
21 MOHAMMADI, JANE DOE M.G.,
22 JANE DOE R.B., JANE DOE K.Y., and
23 JANE DOE M.D., individually and on
24 behalf of all others similarly situated,

25 Plaintiffs,

26 v.

27 UNIVERSITY OF SOUTHERN
28 CALIFORNIA, BOARD OF
TRUSTEES OF THE UNIVERSITY OF
SOUTHERN CALIFORNIA, and
GEORGE TYNDALL, M.D.,

Defendants.

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

[consolidated with 2:18-cv-04940-SVW-GJS, 2:18-cv-05010-SVW-GJS, 2:18-cv-05125-SVW-GJS, and 2:18-cv-06115-SVW-GJS]

DECLARATION OF JANE DOE 4
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF
CLASS SETTLEMENT

DECLARATION OF JANE DOE 4 IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS SETTLEMENT

I Jane Doe 4 declare under penalty of perjury under the laws of the United States that the following is true and correct.

1. I am over the age of eighteen (18), and a Named Plaintiff and proposed Class Representative in the above-entitled action. This Declaration, which is based on my personal knowledge of the facts stated herein, is submitted in support of the Motion for Preliminary Approval of Class Action Settlement.
2. I attended the University of Southern California (“USC”) from 2014 to 2018.
3. During my time at USC, I was treated for womens health related issues by Dr. George Tyndall at USC’s student health center.
4. I had one appointment with Dr. Tyndall. During this appointment, Dr. Tyndall violated and harmed me by performing a pelvic exam even though I was under 21 and it was not required to treat my yeast infection, digitally penetrating me, and inviting me to view my vaginal swab under a microscope.
5. When I learned from media reports that Dr. Tyndall had violated, abused, and mistreated female patients at USC for more than 25 years, I felt disappointed and let down by USC and decided to contact a lawyer.
6. I contacted Hagens Berman to ask about pursuing a claim against USC. After speaking with a lawyer there about all of my legal options—which included filing an individual lawsuit—I made the decision to join the class action as a class representative.
7. I chose to act class representative because I thought that it was the best option for pursuing my claim against USC. I also wanted to help hold USC accountable for its failure to ensure that its female students receive quality

womens healthcare from a safe provider, and I wanted to see to it that people who have suffered from the same experience receive compensation for their injuries.

8. It was not an easy decision to act as a class representative. Participation required me to relive a traumatic experience, file a description of my experience on the public docket, and open myself up to potential discovery. However, I found the strength to come forward because I wanted to prevent this type of misconduct from happening again.
9. In October, 2018 class counsel contacted me to explain the terms of the settlement. I fully understand the terms and conditions of the settlement.
10. I also understand that as a class member I have a right to opt out of the settlement class and/or object to the class settlement in court.
11. I support the settlement as a fair and adequate outcome for the class.
12. Class counsel has shown me the following definition of the settlement class, which they propose should be used in the Class Notice notifying class members about this case, the certification of the class in this case, the scope of that class, the claims in the case, and what class members must do in order to be included or excluded from the class.
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14. This definition clearly communicates which persons are in the Class and which are not. From this description, people would understand who is included in the Class without further description or detail.
15. I support the class settlement because it not only fairly compensates the Class, but it affords women a choice about the level of participation they are

willing and able to undertake in order to submit their claims. This choice will minimize the emotional and logistical impact on class members.

16. I understand that as part of the settlement, USC has agreed to implement policies aimed at bolstering oversight of the student healthcare center to prevent future misconduct. I strongly support those efforts.

17. Ultimately, accepting the class settlement will allow me to move on from this traumatic experience knowing that I have helped right an injustice, USC has been held accountable, and I have helped to prevent universities, healthcare providers, and other institutions from tolerating sexual abuse in the future.

Dated: February 10, 2019

Signed: JANE DOE 4

Name: Jane Doe 4

1 Steve W. Berman (*pro hac vice*)
2 HAGENS BERMAN SOBOL SHAPIRO LLP
3 1301 Second Avenue, Suite 2000
4 Seattle, WA 98101
5 Tel.: 206.623.7292
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13 Email: christopherp@hbsslaw.com

14 *Attorneys for Plaintiffs*

15 [Additional Counsel Listed on Signature Page]

16 UNITED STATES DISTRICT COURT
17 CENTRAL DISTRICT OF CALIFORNIA

18 *IN RE USC STUDENT HEALTH*
19 *CENTER LITIGATION*

20 JOYCE SUTEDJA, MEHRNAZ
21 MOHAMMADI, JANE DOE M.G.,
22 JANE DOE R.B., JANE DOE K.Y., and
23 JANE DOE M.D., individually and on
24 behalf of all others similarly situated,

25 Plaintiffs,

26 v.

27 UNIVERSITY OF SOUTHERN
28 CALIFORNIA, BOARD OF
TRUSTEES OF THE UNIVERSITY OF
SOUTHERN CALIFORNIA, and
GEORGE TYNDALL, M.D.,

Defendants.

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

[consolidated with 2:18-cv-04940-SVW-GJS, 2:18-cv-05010-SVW-GJS, 2:18-cv-05125-SVW-GJS, and 2:18-cv-06115-SVW-GJS]

DECLARATION OF JANE DOE C.N. IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS SETTLEMENT

DECLARATION OF JANE DOE C.N. IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS SETTLEMENT

I Jane Doe C.N. declare under penalty of perjury under the laws of the United States that the following is true and correct.

1. I am over the age of eighteen (18), and a Named Plaintiff and proposed Class Representative in the above-entitled action. This Declaration, which is based on my personal knowledge of the facts stated herein, is submitted in support of the Motion for Preliminary Approval of Class Action Settlement.
2. I attended the University of Southern California (“USC”) from 2010-2013.
3. During my time at USC, I was treated for womens health related issues by Dr. George Tyndall at USC’s student health center.
4. I had one appointment with Dr. Tyndall. During this appointment, Dr. Tyndall violated and harmed me by performing an improper and unnecessary pelvic exam, making inappropriate comments during the examination, performing a pelvic exam without a chaperone present, and remaining in the examination room while I undressed.
5. When I learned from media reports that Dr. Tyndall had violated, abused, and mistreated female patients at USC for more than 25 years, I felt upset and betrayed and decided to contact a lawyer.
6. I contacted Hagens Berman to ask about pursuing a claim against USC. After speaking with a lawyer there about all of my legal options—which included filing an individual lawsuit—I made the decision to join the class action as a class representative.
7. I chose to act class representative because I thought that it was the best option for pursuing my claim against USC. I also wanted to help hold USC accountable for its failure to ensure that its female students receive quality

womens healthcare from a safe provider, and I wanted to see to it that people who have suffered from the same experience receive compensation for their injuries.

8. It was not an easy decision to act as a class representative. Participation required me to relive a traumatic experience, file a description of my experience on the public docket, and open myself up to potential discovery. However, I found the strength to come forward because I wanted to prevent this type of misconduct from happening again.
9. In October, 2018 class counsel contacted me to explain the terms of the settlement. I fully understand the terms and conditions of the settlement.
10. I also understand that as a class member I have a right to opt out of the settlement class and/or object to the class settlement in court.
11. I support the settlement as a fair and adequate outcome for the class.
12. Class counsel has shown me the following definition of the settlement class, which they propose should be used in the Class Notice notifying class members about this case, the certification of the class in this case, the scope of that class, the claims in the case, and what class members must do in order to be included or excluded from the class.
13. For purposes of this settlement, the Class is defined as all women who had womens-health-related treatment conducted by George Tyndall, M.D. at the University of Southern California.
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4 policies aimed at bolstering oversight of the student healthcare center to
5 prevent future misconduct. I strongly support those efforts.

6 17. Ultimately, accepting the class settlement will allow me to move on from
7 this traumatic experience knowing that I have helped right an injustice, USC
8 has been held accountable, and I have helped to prevent universities,
9 healthcare providers, and other institutions from tolerating sexual abuse in
10 the future.

11 Dated: February 11, 2019

12
13 Signed:

JaneDoeC.N.

14 Name:

Jane Doe C.N.

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14 *Attorneys for Plaintiffs*

15 [Additional Counsel Listed on Signature Page]

16 UNITED STATES DISTRICT COURT
17 CENTRAL DISTRICT OF CALIFORNIA

18 *IN RE USC STUDENT HEALTH*
19 *CENTER LITIGATION*

20 JOYCE SUTEDJA, MEHRNAZ
21 MOHAMMADI, JANE DOE M.G.,
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27 UNIVERSITY OF SOUTHERN
28 CALIFORNIA, BOARD OF
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No. 2:18-cv-04258-SVW-GJS

[consolidated with 2:18-cv-04940-SVW-GJS, 2:18-cv-05010-SVW-GJS, 2:18-cv-05125-SVW-GJS, and 2:18-cv-06115-SVW-GJS]

DECLARATION OF JANE DOE
A.D. IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL
OF CLASS SETTLEMENT

DECLARATION OF JANE DOE A.D. IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS SETTLEMENT

I Jane Doe A.D. declare under penalty of perjury under the laws of the United States that the following is true and correct.

1. I am over the age of eighteen (18), and a Named Plaintiff and proposed Class Representative in the above-entitled action. This Declaration, which is based on my personal knowledge of the facts stated herein, is submitted in support of the Motion for Preliminary Approval of Class Action Settlement.
2. I attended the University of Southern California (“USC”) from 2005 to 2010.
3. During my time at USC, I was treated for womens health related issues by Dr. George Tyndall at USC’s student health center.
4. I had one appointment with Dr. Tyndall. During this appointment, Dr. Tyndall violated and harmed me by performing an unnecessary pelvic exam, making inappropriate sexual comments during the pelvic exam, and providing incorrect/false information in my medical record.
5. When I learned from media reports that Dr. Tyndall had violated, abused, and mistreated female patients at USC for more than 25 years, I felt upset and betrayed and decided to contact a lawyer.
6. I contacted Hagens Berman to ask about pursuing a claim against USC. After speaking with a lawyer there about all of my legal options—which included filing an individual lawsuit—I made the decision to join the class action as a class representative.
7. I chose to act class representative because I thought that it was the best option for pursuing my claim against USC. I also wanted to help hold USC accountable for its failure to ensure that its female students receive quality womens healthcare from a safe provider, and I wanted to see to it that people

1 who have suffered from the same experience receive compensation for their
2 injuries.

- 3 8. It was not an easy decision to act as a class representative. Participation
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5 experience on the public docket, and open myself up to potential discovery.
6 However, I found the strength to come forward because I wanted to prevent
7 this type of misconduct from happening again.
- 8 9. In October, 2018 class counsel contacted me to explain the terms of the
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5 this traumatic experience knowing that I have helped right an injustice, USC
6 has been held accountable, and I have helped to prevent universities,
7 healthcare providers, and other institutions from tolerating sexual abuse in
8 the future.

9 Dated: February 10, 2019

10 Signed: Jane Doe A.D.
11 Name: Jane Doe A. D.

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3 1301 Second Avenue, Suite 2000
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14 *Attorneys for Plaintiffs*

15 [Additional Counsel Listed on Signature Page]

16 UNITED STATES DISTRICT COURT
17 CENTRAL DISTRICT OF CALIFORNIA

18 *IN RE USC STUDENT HEALTH*
19 *CENTER LITIGATION*

20 JOYCE SUTEDJA, MEHRNAZ
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No. 2:18-cv-04258-SVW-GJS

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DECLARATION OF JANE DOE
F.M. IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL
OF CLASS SETTLEMENT

DECLARATION OF JANE DOE F.M. IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS SETTLEMENT

I Jane Doe F.M. declare under penalty of perjury under the laws of the United States that the following is true and correct.

1. I am over the age of eighteen (18), and a Named Plaintiff and proposed Class Representative in the above-entitled action. This Declaration, which is based on my personal knowledge of the facts stated herein, is submitted in support of the Motion for Preliminary Approval of Class Action Settlement.
2. I attended the University of Southern California (“USC”) from 2009 to 2013.
3. During my time at USC, I was treated for womens health related issues by Dr. George Tyndall at USC’s student health center.
4. I had one appointment with Dr. Tyndall. During this appointment, Dr. Tyndall violated me by performing an unnecessary and inappropriate pelvic exam, improper digital penetration, performing an improper breast examination, making inappropriate comments during the breast and pelvic examinations, and failing to properly drape private areas of my body during the breast and pelvic examinations.
5. When I learned from media reports that Dr. Tyndall had violated, abused, and mistreated female patients at USC for more than 25 years, I was incredibly upset and decided to contact a lawyer.
6. I contracted Hagens Berman to ask about pursuing a claim against USC. After speaking with a lawyer there about all of my legal options—which included filing an individual lawsuit—I made the decision to join the class action as a class representative.
7. I chose to act class representative because I thought that it was the best option for pursuing my claim against USC. I also wanted to help hold USC

1 accountable for its failure to ensure that its female students receive quality
2 womens healthcare from a safe provider, and I wanted to see to it that people
3 who have suffered from the same experience receive compensation for their
4 injuries.

- 5 8. It was not an easy decision to act as a class representative. Participation
6 required me to relive a traumatic experience, file a description of my
7 experience on the public docket, and open myself up to potential discovery.
8 However, I found the strength to come forward because I wanted to prevent
9 this type of misconduct from happening again.
- 10 9. In October, 2018 class counsel contacted me to explain the terms of the
11 settlement. I fully understand the terms and conditions of the settlement.
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- 26 15. I support the class settlement because it not only fairly compensates the
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7 this traumatic experience knowing that I have helped right an injustice, USC
8 has been held accountable, and I have helped to prevent universities,
9 healthcare providers, and other institutions from tolerating sexual abuse in
10 the future.

11
12 Dated: February 9, 2018

13
14
15 Signed:

A handwritten signature in black ink that reads "Jane Doe FM". The signature is written in a cursive, slightly informal style.

16 Name: JANE DOE F.M.
17
18
19
20
21
22
23
24
25
26
27
28

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14 *Attorneys for Plaintiffs*

15 [Additional Counsel Listed on Signature Page]

16 UNITED STATES DISTRICT COURT
17 CENTRAL DISTRICT OF CALIFORNIA

18 *IN RE USC STUDENT HEALTH*
19 *CENTER LITIGATION*

20 JOYCE SUTEDJA, MEHRNAZ
21 MOHAMMADI, JANE DOE M.G.,
22 JANE DOE R.B., JANE DOE K.Y., and
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No. 2:18-cv-04258-SVW-GJS

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DECLARATION OF MEHRNAZ
MOHAMMADI IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF CLASS
SETTLEMENT

DECLARATION OF MEHRNAZ MOHAMMADI IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS SETTLEMENT

I Mehrnaz Mohammadi declare under penalty of perjury under the laws of the United States that the following is true and correct.

1. I am over the age of eighteen (18), and a Named Plaintiff and proposed Class Representative in the above-entitled action. This Declaration, which is based on my personal knowledge of the facts stated herein, is submitted in support of the Motion for Preliminary Approval of Class Action Settlement.
2. I attended the University of Southern California (“USC”) from 2014 to 2017.
3. During my time at USC, I was treated for womens health related issues by Dr. George Tyndall at USC’s student health center.
4. I had one appointment with Dr. Tyndall. During this appointment, Dr. Tyndall made me extremely uncomfortable by making inappropriate sexual comments while performing a pelvic exam, and making inappropriate and unprofessional comments in his office after the exam was finished.
5. When I learned from media reports that Dr. Tyndall had violated, abused, and mistreated female patients at USC for more than 25 years, I was very upset and decided to contact a lawyer.
6. I contacted Hagens Berman to ask about pursuing a claim against USC. After speaking with a lawyer there about all of my legal options—which included filing an individual lawsuit—I made the decision to join the class action as a class representative.
7. I chose to act class representative because I thought that it was the best option for pursuing my claim against USC. I also wanted to help hold USC accountable for its failure to ensure that its female students receive quality womens healthcare from a safe provider, and I wanted to see to it that people

1 who have suffered from the same experience receive compensation for their
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6 has been held accountable, and I have helped to prevent universities,
7 healthcare providers, and other institutions from tolerating sexual abuse in
8 the future.

9
10 Dated: February 9, 2019

11
12 Signed:



13 Name:

Mehraz Mohammadi

1 Steve W. Berman (*pro hac vice*)
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15 [Additional Counsel Listed on Signature Page]

16 UNITED STATES DISTRICT COURT
17 CENTRAL DISTRICT OF CALIFORNIA

18 *IN RE USC STUDENT HEALTH*
19 *CENTER LITIGATION*

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DECLARATION OF JANE DOE
A.N. IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL
OF CLASS SETTLEMENT

DECLARATION OF JANE DOE F.M. IN SUPPORT OF MOTION FOR
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I Jane Doe A.N. declare under penalty of perjury under the laws of the United States that the following is true and correct.

1. I am over the age of eighteen (18), and a Named Plaintiff and proposed Class Representative in the above-entitled action. This Declaration, which is based on my personal knowledge of the facts stated herein, is submitted in support of the Motion for Preliminary Approval of Class Action Settlement.
2. I attended the University of Southern California (“USC”) from 2012 to 2016.
3. During my time at USC, I was treated for womens health related issues by Dr. George Tyndall at USC’s student health center.
4. I had one appointment with Dr. Tyndall. During this appointment, Dr. Tyndall violated and harmed me by making inappropriate comments about my appearance, improper digital penetration without gloves, inappropriate comments during digital penetration, recommending birth control without explanation, and failing to conduct proper testing and properly treat my heavy periods.
5. When I learned from media reports that Dr. Tyndall had violated, abused, and mistreated female patients at USC for more than 25 years, I felt distressed and betrayed and decided to contact a lawyer.
6. I contacted Hagens Berman to ask about pursuing a claim against USC. After speaking with a lawyer there about all of my legal options—which included filing an individual lawsuit—I made the decision to join the class action as a class representative.
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11
12 Dated: February 8, 2019

13
14
15 Signed:



16
17 Name:

Jane Doe A.N.

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11 Tel.: 213-330-7150
12 Fax: 213-330-7512
13 Email: christopherp@hbsslaw.com

14 *Attorneys for Plaintiffs*

15 [Additional Counsel Listed on Signature Page]

16 UNITED STATES DISTRICT COURT
17 CENTRAL DISTRICT OF CALIFORNIA

18 *IN RE USC STUDENT HEALTH*
19 *CENTER LITIGATION*

20 JOYCE SUTEDJA, MEHRNAZ
21 MOHAMMADI, JANE DOE M.G.,
22 JANE DOE R.B., JANE DOE K.Y., and
23 JANE DOE M.D., individually and on
24 behalf of all others similarly situated,

25 Plaintiffs,

26 v.

27 UNIVERSITY OF SOUTHERN
28 CALIFORNIA, BOARD OF
TRUSTEES OF THE UNIVERSITY OF
SOUTHERN CALIFORNIA, and
GEORGE TYNDALL, M.D.,

Defendants.

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

[consolidated with 2:18-cv-04940-SVW-GJS, 2:18-cv-05010-SVW-GJS, 2:18-cv-05125-SVW-GJS, and 2:18-cv-06115-SVW-GJS]

DECLARATION OF JANE DOE
H.R. IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL
OF CLASS SETTLEMENT

DECLARATION OF JANE DOE H.R. IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS SETTLEMENT

I Jane Doe H.R. declare under penalty of perjury under the laws of the United States that the following is true and correct.

1. I am over the age of eighteen (18), and a Named Plaintiff and proposed Class Representative in the above-entitled action. This Declaration, which is based on my personal knowledge of the facts stated herein, is submitted in support of the Motion for Preliminary Approval of Class Action Settlement.
2. I attended the University of Southern California (“USC”) from 2010-2012.
3. During my time at USC, I was treated for womens health related issues by Dr. George Tyndall at USC’s student health center.
4. I had one appointment with Dr. Tyndall. During this appointment, Dr. Tyndall caused harm to me by making inappropriate and embarrassing comments, performing a pelvic exam without a chaperone present, and failing to conduct proper testing to determine why I was experiencing heavy periods and passing large blood clots.
5. When I learned from media reports that Dr. Tyndall had violated, abused, and mistreated female patients at USC for more than 25 years, I decided to contact a lawyer.
6. I contacted Hagens Berman to ask about pursuing a claim against USC. After speaking with a lawyer there about all of my legal options—which included filing an individual lawsuit—I made the decision to join the class action as a class representative.
7. I chose to act class representative because I thought that it was the best option for pursuing my claim against USC. I also wanted to help hold USC accountable for its failure to ensure that its female students receive quality

womens healthcare from a safe provider, and I wanted to see to it that people who have suffered from the same experience receive compensation for their injuries.

8. It was not an easy decision to act as a class representative. Participation required me to relive a traumatic experience, file a description of my experience on the public docket, and open myself up to potential discovery. However, I found the strength to come forward because I wanted to prevent this type of misconduct from happening again.
9. In October, 2018 class counsel contacted me to explain the terms of the settlement. I fully understand the terms and conditions of the settlement.
10. I also understand that as a class member I have a right to opt out of the settlement class and/or object to the class settlement in court.
11. I support the settlement as a fair and adequate outcome for the class.
12. Class counsel has shown me the following definition of the settlement class, which they propose should be used in the Class Notice notifying class members about this case, the certification of the class in this case, the scope of that class, the claims in the case, and what class members must do in order to be included or excluded from the class.
13. For purposes of this settlement, the Class is defined as all women who had womens-health-related treatment conducted by George Tyndall, M.D. at the University of Southern California.
14. This definition clearly communicates which persons are in the Class and which are not. From this description, people would understand who is included in the Class without further description or detail.
15. I support the class settlement because it not only fairly compensates the Class, but it affords women a choice about the level of participation they are

1 willing and able to undertake in order to submit their claims. This choice will
2 minimize the emotional and logistical impact on class members.

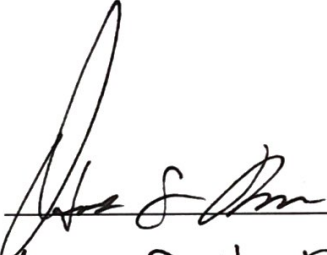
3 16. I understand that as part of the settlement, USC has agreed to implement
4 policies aimed at bolstering oversight of the student healthcare center to
5 prevent future misconduct. I strongly support those efforts.

6 17. Ultimately, accepting the class settlement will allow me to move on from
7 this traumatic experience knowing that I have helped right an injustice, USC
8 has been held accountable, and I have helped to prevent universities,
9 healthcare providers, and other institutions from tolerating sexual abuse in
10 the future.

11 Dated: February 9, 2019

12
13 Signed:

14 Name:


Hannah Smith Rangel

1 Steve W. Berman (*pro hac vice*)
2 HAGENS BERMAN SOBOL SHAPIRO LLP
3 1301 Second Avenue, Suite 2000
4 Seattle, WA 98101
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13 Email: christopherp@hbsslaw.com

14 *Attorneys for Plaintiffs*

15 [Additional Counsel Listed on Signature Page]

16 UNITED STATES DISTRICT COURT
17 CENTRAL DISTRICT OF CALIFORNIA

18 *IN RE USC STUDENT HEALTH*
19 *CENTER LITIGATION*

20 JOYCE SUTEDJA, MEHRNAZ
21 MOHAMMADI, JANE DOE M.G.,
22 JANE DOE R.B., JANE DOE K.Y., and
23 JANE DOE M.D., individually and on
24 behalf of all others similarly situated,

25 Plaintiffs,

26 v.

27 UNIVERSITY OF SOUTHERN
28 CALIFORNIA, BOARD OF
TRUSTEES OF THE UNIVERSITY OF
SOUTHERN CALIFORNIA, and
GEORGE TYNDALL, M.D.,

Defendants.

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

[consolidated with 2:18-cv-04940-SVW-GJS, 2:18-cv-05010-SVW-GJS, 2:18-cv-05125-SVW-GJS, and 2:18-cv-06115-SVW-GJS]

DECLARATION OF JANE DOE
M.V. IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL
OF CLASS SETTLEMENT

DECLARATION OF JANE DOE M.V. IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS SETTLEMENT

I Jane Doe M.V. declare under penalty of perjury under the laws of the United States that the following is true and correct.

1. I am over the age of eighteen (18), and a Named Plaintiff and proposed Class Representative in the above-entitled action. This Declaration, which is based on my personal knowledge of the facts stated herein, is submitted in support of the Motion for Preliminary Approval of Class Action Settlement.
2. I attended the University of Southern California (“USC”) from 1996 to 2000.
3. During my time at USC, I was treated for womens health related issues by Dr. George Tyndall at USC’s student health center.
4. I had one appointment with Dr. Tyndall. During this appointment, Dr. Tyndall violated and harmed me by performing an unnecessary and pelvic exam without a chaperone present, performing a pelvic exam without wearing gloves, making inappropriate sexual comments during the pelvic exam, failing to perform proper testing to determine if I had a urinary tract infection, recommending treatment for a hemorrhoid that was not medically necessary, and prescribing birth control without discussing potential side effects and other options.
5. When I learned from media reports that Dr. Tyndall had violated, abused, and mistreated female patients at USC for more than 25 years, I felt upset and betrayed and decided to contact a lawyer.
6. I contacted Hagens Berman to ask about pursuing a claim against USC. After speaking with a lawyer there about all of my legal options—which included filing an individual lawsuit—I made the decision to join the class action as a class representative.

- 1 7. I chose to act class representative because I thought that it was the best
2 option for pursuing my claim against USC. I also wanted to help hold USC
3 accountable for its failure to ensure that its female students receive quality
4 womens healthcare from a safe provider, and I wanted to see to it that people
5 who have suffered from the same experience receive compensation for their
6 injuries.
- 7 8. It was not an easy decision to act as a class representative. Participation
8 required me to relive a traumatic experience, file a description of my
9 experience on the public docket, and open myself up to potential discovery.
10 However, I found the strength to come forward because I wanted to prevent
11 this type of misconduct from happening again.
- 12 9. In October, 2018 class counsel contacted me to explain the terms of the
13 settlement. I fully understand the terms and conditions of the settlement.
- 14 10. I also understand that as a class member I have a right to opt out of the
15 settlement class and/or object to the class settlement in court.
- 16 11. I support the settlement as a fair and adequate outcome for the class.
- 17 12. Class counsel has shown me the following definition of the settlement class,
18 which they propose should be used in the Class Notice notifying class
19 members about this case, the certification of the class in this case, the scope
20 of that class, the claims in the case, and what class members must do in order
21 to be included or excluded from the class.
- 22 13. For purposes of this settlement, the Class is defined as all women who had
23 womens-health-related treatment conducted by George Tyndall, M.D. at the
24 University of Southern California.
- 25 14. This definition clearly communicates which persons are in the Class and
26 which are not. From this description, people would understand who is
27 included in the Class without further description or detail.
- 28

- 1 15. I support the class settlement because it not only fairly compensates the
2 Class, but it affords women a choice about the level of participation they are
3 willing and able to undertake in order to submit their claims. This choice will
4 minimize the emotional and logistical impact on class members.
- 5 16. I understand that as part of the settlement, USC has agreed to implement
6 policies aimed at bolstering oversight of the student healthcare center to
7 prevent future misconduct. I strongly support those efforts.
- 8 17. Ultimately, accepting the class settlement will allow me to move on from
9 this traumatic experience knowing that I have helped right an injustice, USC
10 has been held accountable, and I have helped to prevent universities,
11 healthcare providers, and other institutions from tolerating sexual abuse in
12 the future.

13
14 Dated: February 10, 2019

15 Signed:

Jane Doe, M.V.

16 Name:

Jane Doe, M.V.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

**IN RE USC STUDENT
HEALTH CENTER
LITIGATION**

No. 2:18-cv-04258-SVW

[consolidated with No. 2:18-cv-04940-SVW-GJS, No. 2:18-cv-05010-SVW-GJS, No. 2:18-cv-05125-SVW-GJS, and No. 2:18-cv-06115-SVW-GJS]

**DECLARATION OF
JANE DOE M.S.**

I, Jane Doe M.S., under penalty of perjury, do hereby state as follows:

1. I am over the age of eighteen (18), and a Named Plaintiff and proposed Class Representative in the above-entitled action. This Declaration, which is based on my personal knowledge of the facts stated herein, is submitted in support of the Motion for Preliminary Approval of Class Action Settlement.

2. As Named Plaintiff, I bring this action for money damages and equitable relief on behalf of myself and all similarly situated women who were harmed by the abuse and misconduct of Dr. George Tyndall and USC as described in the Consolidated Class Action Complaint [Dkt. 47].

3. In the Consolidated Class Action Complaint in this matter, I used the name “Jane Doe M.S.”) to protect my privacy.

4. In 1992, I was a graduate student at USC’s School of Cinema-Television. During that time, I saw Dr. Tyndall for a womens health appointment.

5. In my appointment, Dr. Tyndall put iodine on my cervix and photographed my vagina, claiming that it was a new method of diagnosing cervical cancer. He delivered my “results”—which were negative—several weeks later.

1 6. Dr. Tyndall's behavior made me so uncomfortable that I stopped
2 seeking womens healthcare from USC – I went to Planned Parenthood for the
3 remainder of graduate school.

4 7. When I learned from media reports that Dr. Tyndall had violated,
5 abused, and mistreated female patients at USC for more than 25 years, I was
6 incredibly upset and decided to contact a lawyer.

7 8. I contacted Hagens Berman to ask about pursuing a claim against
8 USC. After speaking with a lawyer there about all of my legal options—which
9 included filing an individual lawsuit—I made the decision to join the class action as
10 a class representative.

11 9. I chose to act class representative because I thought that it was the best
12 option for pursuing my claim against USC. I also wanted to help hold USC
13 accountable for its failure to ensure that its female students receive quality womens
14 healthcare from a safe provider, and I wanted to see to it that people who have
15 suffered from the same experience receive compensation for their injuries.

16 10. I am a part of this case to help right a wrong. It was not an easy
17 decision to act as a class representative. Participation required me to relive a
18 traumatic experience, file a description of my experience on the public docket, and
19 open myself up to potential discovery. However, I found the strength to come
20 forward because I wanted to prevent this type of misconduct from happening again.

21 11. Hopefully, this case will deter universities from employing sexual
22 predators, because for my alma mater the potentially dire consequences for their
23 female student body were not enough to fire Dr. Tyndall.

24 12. In October, 2018 class counsel contacted me to explain the terms of
25 the settlement. I fully understand the terms and conditions of the settlement.

26 13. I also understand that as a class member I have a right to opt out of the
27 settlement class and/or object to the class settlement in court.

28 14. I support the settlement as a fair and adequate outcome for the class.

1 15. I support the class settlement because it not only fairly compensates
2 the Class, but it affords women a choice about the level of participation they are
3 willing and able to undertake in order to submit their claims. This choice will
4 minimize the emotional and logistical impact on class members.

5 16. Class counsel has shown me the following definition of the settlement
6 class, which they propose should be used in the Class Notice notifying class
7 members about this case, the certification of the class in this case, the scope of that
8 class, the claims in the case, and what class members must do in order to be
9 included or excluded from the class.

10 17. For purposes of this settlement, the Class is defined as all women who
11 had womens-health-related treatment conducted by George Tyndall, M.D. at the
12 University of Southern California.

13 18. This definition clearly communicates which persons are in the Class
14 and which are not. From this description, people would understand who is included
15 in the Class without further description or detail.

16 19. Finally, I am aware of the equitable relief that USC has agreed to as
17 part of the settlement and I fully support the changes that are part of that, in
18 particular the establishment of an Office of Professionalism & Ethics, enhanced
19 executive background screens for new hires and promotions to leadership positions,
20 and – most importantly – the hiring of two new female board-certified
21 gynecologists and a female adolescent and young adult medicine specialist at the
22 student health center.

23 I declare under penalty of perjury that the foregoing is true and correct.

24 Executed this _9th_ day of _February_____, 2019 at ___9:00

25 AM_____.

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

**IN RE USC STUDENT
HEALTH CENTER
LITIGATION**

No. 2:18-cv-04258-SVW

[consolidated with No. 2:18-cv-04940-SVW-GJS, No. 2:18-cv-05010-SVW-GJS, No. 2:18-cv-05125-SVW-GJS, and No. 2:18-cv-06115-SVW-GJS]

**DECLARATION OF
JANE DOE A.R.**

I, Jane Doe A.R., under penalty of perjury, do hereby state as follows:

1. I am over the age of eighteen (18), and a Named Plaintiff and proposed Class Representative in the above-entitled action. This Declaration, which is based on my personal knowledge of the facts stated herein, is submitted in support of the Motion for Preliminary Approval of Class Action Settlement.

2. As Named Plaintiff, I bring this action for money damages and equitable relief on behalf of myself and all similarly situated women who were harmed by the abuse and misconduct of Dr. George Tyndall and USC as described in the Consolidated Class Action Complaint [Dkt. 47].

3. In the Consolidated Class Action Complaint in this matter, I used the name “Jane Doe 1LC”) to protect my privacy.¹

4. In August 2011, I received my B.S. degree in accounting from USC, and I returned to the school in 2015 to take a variety of classes with the goal of preparing to apply to medical school. While enrolled in various classes at USC, I

¹ My initials are inadvertently incorrect in the Consolidated Class Action Complaint; my actual initials are “A.R.” However, the remainder of allegations relating to my situation are accurate in the Consolidated Complaint.

1 decided to switch to the pre-med track and completed the pre-med post-bac
2 program at USC in December 2017.

3 5. I am a part of this case to help right a wrong. Dr. Tyndall was a wolf in
4 sheep's clothing and victimized me and countless young women; and by remaining
5 silent for so long, the University of Southern California disappointingly condoned
6 his behavior.

7 6. With light shed onto this case by hundreds of other patients and
8 myself, I hope that other victims will be able to speak up against sexual predators
9 like Dr. Tyndall. I felt personally preyed upon because of my ethnicity, gender, and
10 smaller stature, and that I ultimately did not have a voice to speak up. It is very
11 unfortunate that the educational institution I worked so hard to get into employed a
12 sexual predator who took advantage of not only me and my naive trust in my
13 OBGYN, but hundreds of other patients as well.

14 7. I cannot help but feel as though the degree I received from my
15 prestigious alma mater is tarnished by my experiences at the Engemann Student
16 Health Center, Dr. Tyndall, and the University of Southern California, itself.
17 Instead of pride, I feel shame and hurt. I would never want anyone else to go
18 through a similar experience, which is why I am participating in this case.
19 Educational institutions must be aware that there are ramifications for their actions,
20 or lack thereof.

21 8. Hopefully, this case will deter universities from employing sexual
22 predators, because for my alma mater the potentially dire consequences for their
23 female student body were not enough to fire Dr. Tyndall.

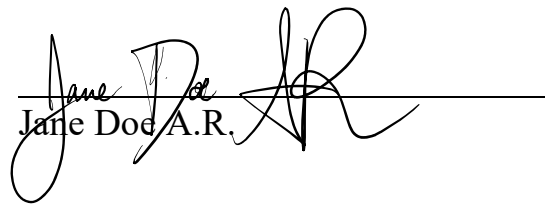
24 9. Ultimately, I am participating in this case so that I can speak up for
25 myself. Although this legal experience is very uncomfortable and brings up many
26 unwanted feelings, I am a part of this case so that I can put my past behind me,
27 regain some dignity, and move forward with my life. Painful memories are hard to
28

1 live with, especially when they are being broadcast on the media. I hope that by
2 speaking my truth, I can close the book on this chapter in my life and move on.

3 10. Finally, I am aware of the equitable relief that USC has agreed to as
4 part of the settlement and I fully support the changes that are part of that, in
5 particular the establishment of an Office of Professionalism & Ethics, enhanced
6 executive background screens for new hires and promotions to leadership positions,
7 and – most importantly – the hiring of two new female board-certified
8 gynecologists and a female adolescent and young adult medicine specialist at the
9 student health center.

10 I declare under penalty of perjury that the foregoing is true and correct.

11 Executed this 12 day of February, 2019 at Los Angeles.
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15 Jane Doe A.R.
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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

**IN RE USC STUDENT
HEALTH CENTER
LITIGATION**

No. 2:18-cv-04258-SVW

[consolidated with No. 2:18-cv-04940-SVW-GJS, No. 2:18-cv-05010-SVW-GJS, No. 2:18-cv-05125-SVW-GJS, and No. 2:18-cv-06115-SVW-GJS]

**DECLARATION OF
SHANNON O'CONNER**

1 I, Shannon O'Conner, under penalty of perjury, do hereby state as follows:

2 1. I am over the age of eighteen, and a named plaintiff and proposed
3 Class Representative in the above-entitled action. I submit this declaration based on
4 personal knowledge in support of the Motion for Preliminary Approval of Class
5 Action Settlement.

6 2. I authorized Girard Sharp to file a proposed class action for damages
7 for the abuse and misconduct of Dr. George Tyndall and USC as described in the
8 Consolidated Class Action Complaint [Dkt. 47]. I also want to see institutional
9 changes at USC to ensure that what happened with Tyndall never happens again.

10 3. I have been in regular contact with my attorneys at all times during this
11 litigation. I support the proposed settlement, as I believe it advances the interests of
12 all members of the class by providing an immediate and substantial recovery for all
13 women who were exposed to Tyndall and it requires USC to implement the
14 institutional changes to protect women at USC from the risk of sexual violence and
15 racial abuse.

16 4. From my perspective, one of the most important aspects of the
17 settlement is that even if class members do not want to describe their experience in
18 writing or in an interview, they can still get the \$2,500 tier one payment and so be
19 acknowledged, without identifying themselves or reliving a painful experience.
20 The settlement holds USC accountable by requiring the payment of \$215 million to
21 compensate the women treated by Tyndall and requiring USC to undertake lasting
22 institutional changes, all under the supervision of a federal district court.

23 5. I put my name on this lawsuit so that other women would not have to.
24 This settlement allows women to recover money through a process that is private
25 and where they are in control over how much information they share. For thirty
26 years I thought I was the only one who had been abused by Tyndall, but this
27 settlement recognizes and compensates all the victims of Tyndall's abuse, while
28 respecting their privacy and their choices.

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I declare under penalty of perjury that the foregoing is true and correct.
Executed this 12th day of February, 2019 in Houston, TX.

Shannon O'Conner

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

**IN RE USC STUDENT HEALTH
CENTER LITIGATION**

No. 2:18-cv-04258-SVW

[consolidated with No. 2:18-cv-04940-SVW-GJS, No. 2:18-cv-05010-SVW-GJS, No. 2:18-cv-05125-SVW-GJS, and No. 2:18-cv-06115-SVW-GJS]

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY SETTLEMENT
APPROVAL, APPOINTMENT OF
SPECIAL MASTER, AND TO DIRECT
CLASS NOTICE**

Date: April 1, 2019

Time: 1:30 p.m.

Dept: Courtroom 10A

Judge: Hon. Stephen V. Wilson

**[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL,
APPOINTING SPECIAL MASTER, AND DIRECTING NOTICE
CASE NO. 2:18-CV-04258-SVW**

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

5 Having considered the motion, the Settlement Agreement together with all exhibits
6 and attachments thereto, the record in this matter, and the briefs and arguments of
7 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, and any party to any agreement that is part of or related to the
12 Settlement Agreement.

13 **PRELIMINARY APPROVAL**

14 3. The Court has reviewed the terms of the proposed Settlement Agreement,
15 the exhibits and attachments thereto, Plaintiffs' motion papers and briefs, and the
16 declarations submitted in support of the motion. Based on its review of these papers, the
17 Court finds that the Settlement Agreement appears to be the result of serious, informed,
18 non-collusive negotiations conducted with the assistance of former United States District
19 Judge Layn R. Phillips.

20 4. The Settlement does not improperly grant preferential treatment to any
21 individual or segment of the Settlement Class; does not exhibit any signs of collusion,
22 explicit or subtle; and falls within the range of possible approval as fair, reasonable, and
23 adequate and thus is likely to gain final approval under Federal Rule of Civil Procedure
24 23(e)(2).

25 5. The Court therefore GRANTS preliminary approval of the Settlement.

PRELIMINARY FINDINGS ON SETTLEMENT CLASS CERTIFICATION

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

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

7. The Court preliminarily finds, for settlement purposes only, that the requirements of Rule 23(a) are satisfied.

8. Rule 23(a)(1) is satisfied because the class consists of approximately 14,000 to 17,000 women, whose identities are ascertainable through USC's records or through self-identification. Rule 23(a)(2) is satisfied because there are common issues—Tyndall's alleged misconduct toward female patients at the USC student health center, and USC's alleged failure to terminate or otherwise discipline him—are at the core of all claims.

9. The Court further finds that the Class Representatives' claims are typical of those of Settlement Class Members and that the Class Representatives will fairly and adequately protect the interests of the Settlement Class; therefore Rule 23 (a)(3) and (4) are satisfied.

10. Additionally, the Court preliminarily finds, for settlement purposes only, that the requirements of Rule 23(b)(3) are satisfied: the questions of law or fact common to the Settlement Class predominate over individual questions, and a class action is superior to other available methods for the fair and efficient adjudication of this controversy.

11. The Court hereby appoints as Class Representatives: Plaintiffs Jane Doe R.B., Jane Doe A.T., Jane Doe J.L., Jane Doe M.S., Shannon O’Conner, Jane Doe L.K., Jane Doe 5, Jane Doe M.V., Jane Doe K.M., Jane Doe A.S., Jane Doe A.F., Joyce Sutedja, Jane Doe M.G., Jane Doe D.D., Jane Doe M.D., Jane Doe A.D., Jane Doe K.Y., Meggie Kwait, Jane Doe M.M., Jane Doe P.A., Jane Doe S.A., Jane Doe L.R., Jane Doe R.K., Jane Doe H.R., Jane Doe 1HB, Jane Doe J.P., Jane Doe 1LC, Jane Doe C.N., Jane Doe J.L., Vanessa Carlisle, Jane Doe J.C., Jane Doe F.M., Jane Doe J.K., Jane Doe C.L., Jane Doe S.R., Jane Doe K.P., Jane Doe 2, Betsayda Aceituno, Jane Doe D.C., Jane Doe N.K., Jane Doe C.C., Jane Doe 4, Jane Doe C.B., Jane Doe 3, Jane Doe J.W., Mehrnaz Mohammadi, Jane Doe A.N., Jane Doe L.Y., and Jane Doe A.H.

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

NOTICE AND ADMINISTRATION

13. The Court hereby designates JND Legal Administration (“JND”) as Claims Administrator.

14. The Court finds that giving Class Members notice of the Settlement is justified under Rule 23(e)(1) because, as described above, the Court will likely be able to: approve the Settlement under Rule 23(e)(2); and certify the Settlement Class for purposes of judgment.

15. The Court finds that the proposed Notice satisfies the requirements of due process and Federal Rule of Civil Procedure 23 and provides the best notice practicable under the circumstances. The Notice and plan for its dissemination are reasonably calculated to apprise Class Members of the nature of this litigation, the scope of the Settlement Class, a summary of the class claims, that a Class Member may enter an

1 appearance through an attorney, that the Court will grant timely exclusion requests, the
2 time and manner for requesting exclusion, and the binding effect of final approval.

3 16. The Court therefore approves the Notice and directs the parties and the
4 Claims Administrator to provide notice pursuant to the terms of the Settlement
5 Agreement and this Order.

6 **EXCLUSIONS AND OBJECTIONS**

7 17. Class Members who wish to opt-out and exclude themselves from the
8 Settlement may do so by notifying the Claims Administrator in writing postmarked no
9 later than _____, 2019.

10 18. To be valid, each request for exclusion must:

- 11 • Include the Class Member's full name, address, and telephone number;
12 • Include the statement: "I want to be excluded from *In re USC Student*
13 *Health Center Litigation*, No. 2:18-cv-04258-SVW (C.D. Cal.), and
14 understand that by excluding myself, I will not be able to get any money
15 or benefits from the settlement" or substantially similar clear and
16 unambiguous language;
17 • Include the Class Member's signature.
18 • Be mailed to the Claims Administrator at this address:
19 USC Student Health Center Settlement
20 c/o JND Legal Administration
21 P.O. Box 91235
22 Seattle, WA 98111-9335

23 19. Pursuant to section 3.6 of the Settlement, if a Class Member's request for
24 exclusion is materially defective as to the requirements listed above (and detailed in the
25 Notice), the Claims Administrator will send the Class Member a letter advising of the
26 defect(s) and give the Class Member an opportunity to cure. If a Class Member fails to
27 cure the request for exclusion, the Claims Administrator will have no further obligation to
28 give notice of a need to cure.

20. 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.

21. Settlement Class Members who wish to object to the Settlement may do so in a written submission to the Court.

22. A written objection must:

- Include the Settlement Class Member's name, address, and telephone number;
- Clearly identify the master case name and number (*In re USC Student Health Center Litigation*, No. 2:18-cv-04258-SVW (C.D. Cal.));
- State whether the objections 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;
- Be submitted to the Court either by mailing to:
Clerk, United States District Court for the Central District of California,
First Street Courthouse, 350 W. 1st Street, Court, Los Angeles,
California 90012, or by filing in person at any location of the United States District Court for the Central District of California.

23. 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 AND HEARING SCHEDULE

24. The Court will hold a Final Approval hearing on Monday, August 26, 2019 at ____ [a.m./p.m.] in Courtroom 10A, 10th Floor of the First Street Courthouse, 350 W. 1st Street, Los Angeles, California 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.

25. 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.

26. 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 may not exceed \$25 million. All attorneys' fees and expenses will be paid separately by Defendants, in addition to and without any reduction of the Settlement Fund. Any service awards the Court approves will be paid from the Settlement Fund.

27. The Notice informs Class Members that Class Counsel's 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.

28. The parties shall adhere to the following schedule unless otherwise ordered by the Court:

<u>Event</u>	<u>Date</u>
Claims Administrator sends Notice ("Notice Date")	28 days after entry of preliminary approval order, or April 18, 2019, whichever is later
Objection and Opt-out Deadline	90 days after Notice Date
Motion for Final Settlement Approval Due	No later than 49 days before the Final Approval Hearing
Deadline to Submit Claim Forms and Statement of Class Membership Forms	120 days after Notice Date

<u>Event</u>	<u>Date</u>
Final Approval Hearing	August 26, 2019 at ____ [a.m./p.m.]
Special Master files Report on Claims Process	28 days after completion of Claims Process
Motion for Award of Attorney's Fees, Costs, and Service Awards to Class Representatives ("Fee Motion") Due	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

29. 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.

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

IT IS SO ORDERED.

DATED: _____

HONORABLE STEPHEN V. WILSON
UNITED STATES DISTRICT JUDGE

1 Steve W. Berman (*pro hac vice*)
2 HAGENS BERMAN SOBOL SHAPIRO LLP
3 1918 Eighth Avenue, Suite 3300
4 Seattle, WA 98101
5 (206) 623-7292
6 steve@hbsslaw.com

7 Annika K. Martin (*pro hac vice*)
8 LIEFF CABRASER HEIMANN & BERNSTEIN, LLP
9 250 Hudson Street, 8th Floor
10 New York, NY 10013
11 (212) 355-9500
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13 Daniel C. Girard (SBN 114826)
14 GIRARD SHARP LLP
15 601 California Street, Suite 1400
16 San Francisco, California 94108
17 (415) 981-4800
18 dgirard@girardsharp.com

19 *Interim Class Counsel and Plaintiffs' Executive Committee*

20 UNITED STATES DISTRICT COURT
21 CENTRAL DISTRICT OF CALIFORNIA
22 WESTERN DIVISION

23 IN RE: USC STUDENT HEALTH
24 CENTER LITIGATION

No. 2:18-cv-04258-SVW

[Consolidated with:
No. 2:18-cv-04940- SVW-GJS,
No. 2:18-cv-05010-SVW-GJS,
No. 2:18-cv-05125-SVW-GJS, and
No. 2:18-cv-06115-SVW-GJS]

**JOINT STIPULATION TO
AMEND COMPLAINT**

Date: March 25, 2019
Time: 1:30 p.m.
Hon. Stephen V. Wilson

JOINT STIPULATION TO AMEND COMPLAINT

Pursuant to Fed. R. Civ. P. 15 and Local Civil Rules 7-1 and 15-1, for good cause, Plaintiffs, and Defendants Dr. George Tyndall, the University of Southern California, and the Board of Trustees of the University of Southern California (collectively “Defendants”), hereby submit this Joint Stipulation for Plaintiffs to Amend their Complaint, to permit the filing of Plaintiffs’ Consolidated Amended Class Action Complaint in this action.

The good faith reason for filing the Consolidated Amended Class Action Complaint is to effectuate the Parties’ proposed settlement, including clarifying the class definition and the scope of the injunctive relief sought. The Parties’ proposed settlement will be considered with the Plaintiffs’ Joint Motion for Preliminary Approval of Class Settlement on March 25, 2019.

WHEREAS, in accordance with the Court’s procedures concerning stipulations and continuances, Court approval is required pursuant to Local Rule 7-1 for the filing of the Consolidated Amended Class Action Complaint; and

WHEREAS, all Parties agree to the filing of Plaintiffs’ Consolidated Amended Class Action Complaint, which is attached hereto as **Exhibit A**; and

WHEREAS, good cause supports this Joint Stipulation as the Parties seek to effectuate their proposed settlement, for which Motion for Preliminary Approval is being filed simultaneously with this Stipulation; and

STIPULATION

NOW, THEREFORE, Plaintiff, and Defendants, stipulate, pursuant to Fed. R. Civ. P. 15(a)(2), United States District Court, Central District of California Local Civil Rule 7-1 and 15-1 to the filing of Plaintiffs’ proposed Consolidated Amended Class Action Complaint.

1 Dated: February 12, 2018

**HAGENS BERMAN SOBOL
SHAPIRO LLP**

3 /s/ Steve W. Berman

4 Steve W. Berman (pro hac vice)

HAGENS BERMAN SOBOL
SHAPIRO LLP

6 1918 Eighth Avenue, Suite 3300

7 Seattle, WA 98101

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11 601 California Street, Suite 1400

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16 BERNSTEIN, LLP

250 Hudson Street, 8th Floor

17 New York, NY 10013

18 Tel.: (212) 355-9500

19 Email: akmartin@lchb.com

20 Interim Class Counsel and Plaintiffs'
21 Executive Committee
22
23
24
25
26
27
28

1 DATED: February 12, 2019

**QUINN EMANUEL URQUHART
& SULLIVAN LLP**

2
3 /s/ Shon Morgan

4 QUINN EMANUEL URQUHART &
5 SULLIVAN LLP

6 865 S. Figueroa St., 10th Floor

7 Los Angeles, California 90017

8 Tel.: (213) 443-3000

shonmorgan@quinnemanuel.com

9 Attorneys for the University of
10 Southern California, and the Board of
11 Trustees of the University of Southern
12 California

13 DATED: February 12, 2019

TAYLOR DeMARCO LLP

14
15 /s/ N. Denise Taylor

16
17 TAYLOR DeMARCO LLP

18 1000 Wilshire Boulevard

19 Suite 600

20 Los Angeles, California 90017

21 Tele.: (213) 687-1600

Email: DTaylor@taylordemarco.com

22 **ATTESTATION RE: SIGNATURES**

23 I, Steve Berman, am the ECF User who is filing the Parties' Joint
24 Stipulation to Amend the Consolidated Class Action Complaint. I attest that all
25 other signatories listed, and on whose behalf the filings are being submitted,
26 concur in the content of such filings and have authorized the filing of such
27 documents.
28

EXHIBIT A

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2 HAGENS BERMAN SOBOL SHAPIRO LLP
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4 Seattle, WA 98101
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13 *Interim Class Counsel and Plaintiffs' Executive Committee*
14 *[Additional Counsel Listed on Signature Page]*

15 UNITED STATES DISTRICT COURT
16 CENTRAL DISTRICT OF CALIFORNIA

17
18 *IN RE USC STUDENT HEALTH*
19 *CENTER LITIGATION*

20 Plaintiffs Jane Doe R.B., Jane Doe A.T.,
21 Jane Doe J.L., Jane Doe M.S., Shannon
22 O'Conner, Jane Doe L.K., Jane Doe 5, Jane
23 Doe M.V., Jane Doe K.M., Jane Doe A.S.,
24 Jane Doe A.F., Joyce Sutedja, Jane Doe
25 M.G., Jane Doe D.D., Jane Doe M.D., Jane
26 Doe A.D., Jane Doe K.Y., Meggie Kwait,
27 Jane Doe M.M., Jane Doe P.A., Jane Doe
28 S.A., Jane Doe L.R., Jane Doe R.K., Jane
Doe H.R., Jane Doe 1HB, Jane Doe J.P.,
Jane Doe 1LC, Jane Doe C.N., Jane Doe
J.L., Vanessa Carlisle, Jane Doe J.C., Jane
Doe F.M., Jane Doe J.K., Jane Doe C.L.,

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

[consolidated with 2:18-cv-04940-SVW-GJS, 2:18-cv-05010-SVW-GJS, 2:18-cv-05125-SVW-GJS, and 2:18-cv-06115-SVW-GJS]

CLASS ACTION

**CONSOLIDATED AMENDED
CLASS ACTION COMPLAINT**

JURY TRIAL DEMANDED

Jane Doe S.R., Jane Doe K.P., Jane Doe 2,
Betsayda Aceituno, Jane Doe D.C., Jane
Doe N.K., Jane Doe C.C., Jane Doe 4, Jane
Doe C.B., Jane Doe 3, Jane Doe J.W.,
Mehrnaz Mohammadi, Jane Doe A.N., Jane
Doe L.Y., and Jane Doe A.H

Plaintiffs,

v.

UNIVERSITY OF SOUTHERN
CALIFORNIA, BOARD OF
TRUSTEES OF THE UNIVERSITY OF
SOUTHERN CALIFORNIA, and
GEORGE TYNDALL, M.D.,

Defendants.

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1 Plaintiffs, individually and on behalf of all women who received a women's
2 health medical examination or procedure from Dr. George Tyndall at the University of
3 Southern California, allege as follows:

4 **I. INTRODUCTION**

5 1. Trust is an essential part of the relationship between physician and
6 patient. "Without trust, how could a physician expect patients to reveal the full extent
7 of their medically relevant history, expose themselves to the physical exam, or act on
8 recommendations for tests or treatments?"¹

9 2. George Tyndall, M.D. violated this trust by taking advantage of female
10 students who sought women's-health-related medical care from a gynecologist at the
11 University of Southern California's ("USC") student health center. These women were
12 highly vulnerable: naked or partially unclothed in a closed examination room with the
13 expectation that physical contact would occur for medical treatment only in
14 accordance with the standard of care.

15 3. Tyndall violated this trust and his female patients by causing physical
16 contact, including in the form of sexual abuse, molestation, and unwanted touching,
17 that was not for the purpose of providing medical care and was not performed within
18 the standard care, but was for the purpose of providing Tyndall with sexual
19 gratification.

20 4. USC violated its female students' trust by knowingly putting women in
21 the room for treatment by Tyndall, knowing that inappropriate physical contact and
22 violations of the standard of care would occur. In fact, USC nurses, chaperones, and
23 other staff members were regularly present in the examination rooms, observed the
24 inappropriate sexual molestation and failures to abide by the standard of care, and took
25 no steps to stop it as it occurred.

26
27 ¹ Susan Dorr Goold, MD, MHSA, MA, *Trust, Distrust and Trustworthiness: Lessons from the Field*, 17 J. GEN. INTERNAL MED. 79, 79–81 (2002) (citations
28 omitted).

1 5. Moreover, even as numerous supervisors and administrators became
2 aware of Tyndall's harmful and unlawful conduct and failure to follow the standard of
3 care, USC failed to act to protect its female students by not removing Tyndall from his
4 position even though it was clear he was abusing his position and was unfit to treat
5 patients.

6 6. Tyndall's sexual abuse, molestation, unwanted sexual touching and
7 contact, and failure to follow the standard of care, and the ratification of Tyndall's
8 conduct by the University of Southern California and the Board of Trustees of the
9 University of Southern California (collectively, "USC Defendants"), and their failure
10 to supervise and stop his unlawful conduct, and the recent public revelation of the
11 above, have caused damage to Plaintiffs and the Class.

12 II. JURISDICTION AND VENUE

13 7. This Court has subject-matter jurisdiction pursuant to 28 U.S.C. § 1331,
14 because this action arises under the laws of the United States. Plaintiffs allege
15 violations of Title IX, 20 U.S.C. § 1681(a), *et seq.* This Court also has subject-matter
16 jurisdiction pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1332(d)(2),
17 because this is a class action, including claims asserted on behalf of a nationwide
18 class, filed under Rule 23 of the Federal Rules of Civil Procedure; there are thousands
19 of proposed Class members; the aggregate amount in controversy exceeds the
20 jurisdictional amount or \$5,000,000.00; and Defendants are citizens of a state different
21 from that of Plaintiffs and members of the Class.

22 8. Venue is proper in this District under 28 U.S.C. § 1391(a)-(d) because,
23 *inter alia*, substantial parts of the events or omissions giving rise to the claim occurred
24 in the District and/or a substantial part of property that is the subject of the action is
25 situated in the District.

III. THE PARTIES

A. Plaintiffs

9. Jane Doe R.B. is a resident of The Woodlands, Texas and a citizen of the United States.

10. Jane Doe A.T. is a resident of New York, New York, and Basel, Switzerland and a citizen of the United States.

11. Jane Doe J.L. is a resident of Bellevue, Washington and a citizen of the United States.

12. Jane Doe M.S. is a resident of New York and a citizen of the United States.

13. Shannon O'Conner is a resident of Harris County, Texas and a citizen of the United States.

14. Jane Doe L.K. is a resident of San Francisco, California and a citizen of the United States.

15. Jane Doe 5 is a resident of San Francisco, California and a citizen of the United States.

16. Jane Doe M.V. is a resident of Santa Monica, California and a citizen of the United States.

17. Jane Doe K.M. is a resident of Rosemead, California and a citizen of the United States.

18. Jane Doe A.S. is a resident of Fountain Valley, California and a citizen of the United States.

19. Jane Doe A.F. is a resident of Honolulu, Hawaii and a citizen of the United States.

20. Joyce Sutedja is a resident of Long Beach, California and a citizen of the United States.

1 21. Jane Doe M.G. is a resident of Gainesville, Florida and a citizen of the
2 United States.

3 22. Jane Doe D.D. is a resident of Sherman Oaks, California and a citizen of
4 the United States.

5 23. Jane Doe M.D. is a resident of Los Angeles, California and a citizen of
6 the United States.

7 24. Jane Doe A.D. is a resident of Los Angeles, California and a citizen of
8 the United States.

9 25. Jane Doe K.Y. is a resident of Valley Village, California and a citizen of
10 the United States.

11 26. Meggie Kwait is a resident of New York, New York and a citizen of the
12 United States.

13 27. Jane Doe M.M. is a resident of Nashville, Tennessee and a citizen of the
14 United States.

15 28. Jane Doe P.A. is a resident of San Carlos, California and a citizen of the
16 United States.

17 29. Jane Doe S.A. is a resident of Chicago, Illinois and a citizen of the United
18 States.

19 30. Jane Doe L.R. is a resident of San Marcos, California and a citizen of the
20 United States.

21 31. Jane Doe R.K. is a resident of Costa Mesa, California and a citizen of the
22 United States.

23 32. Jane Doe H.R. is a resident of Los Angeles, California and a citizen of the
24 United States.

25 33. Jane Doe 1HB is a resident of Los Angeles, California and a citizen of the
26 United States.

1 34. Jane Doe J.P. is a resident of Santa Monica, California and a citizen of
2 the United States.

3 35. Jane Doe 1LC is a resident of Los Angeles, California and a citizen of the
4 United States.

5 36. Jane Doe C.N. is a resident of San Francisco, California and a citizen of
6 the United States.

7 37. Jane Doe J.L. is a resident of Sherman Oaks, California and a citizen of
8 the United States.

9 38. Vanessa Carlisle is a resident of Los Angeles, California and a citizen of
10 the United States.

11 39. Jane Doe J.C. is a resident of Chicago, Illinois and a citizen of the United
12 States.

13 40. Jane Doe F.M. is a resident of Los Angeles, California and a citizen of
14 the United States.

15 41. Jane Doe J.K. is a resident of Los Angeles, California and a citizen of the
16 United States.

17 42. Jane Doe C.L. is a resident of Culver City, California and a citizen of the
18 United States.

19 43. Jane Doe S.R. is a resident of Playa Del Rey, California and a citizen of
20 the United States.

21 44. Jane Doe K.P. is a resident of Los Angeles County, California and a
22 citizen of the United States.

23 45. Jane Doe 2 is a resident of Studio City, California and a citizen of the
24 United States.

25 46. Betsayda Aceituno is a resident of Los Angeles, California and a citizen
26 of the United States.

1 47. Jane Doe D.C. is a resident of Newport Beach, California and a citizen of
2 the United States.

3 48. Jane Doe N.K. is a resident of Los Angeles, California and a citizen of
4 the United States.

5 49. Jane Doe C.C. is a resident of Dallas, Texas and a citizen of the United
6 States.

7 50. Jane Doe 4 is a resident of New York and a citizen of the United States.

8 51. Jane Doe C.B. is a resident of Santa Monica, California and a citizen of
9 the United States.

10 52. Jane Doe 3 is a resident of San Francisco, California and a citizen of the
11 United States.

12 53. Jane Doe J.W. is a resident of Mountain View, California and a citizen of
13 the United States.

14 54. Mehrnaz Mohammadi is a resident of Los Angeles, California and a
15 citizen of the United States.

16 55. Jane Doe A.N. is a resident of Los Angeles, California and a citizen of
17 the United States.

18 56. Jane Doe L.Y. is a resident of St. Louis, Missouri and a citizen of the
19 United States.

20 57. Jane Doe A.H. is a resident of West Hollywood, California and a citizen
21 of the United States.

22 **B. Defendants**

23 58. Defendant USC's principal place of business is in Los Angeles County,
24 California.

25 59. A private corporation, USC is governed by the Board of Trustees of The
26 University of Southern California ("USC Board of Trustees"), which has
27 approximately 55 voting members. The USC Board of Trustees is a self-perpetuating
28

body, electing one-fifth of its members each year for a five-year term of office. Hereinafter, USC and the USC Board of Trustees are referred to collectively as the USC Defendants or simply as USC.

60. Defendant George Tyndall, M.D. is an adult male who is a resident of Los Angeles County and a citizen of the United States. In or about 1989, Tyndall started working as a gynecologist at USC's student health center, where he examined up to 16 women per day.

IV. FACTS

A. The standard of care for the treatment of women's health

61. The standard of care is the level at which the average, prudent provider in a given—field of medicine here, gynecology—would practice. It is how similarly qualified practitioners would have managed the patient's care under the same or similar circumstances.

62. *Gathering health information in a clinical and unobtrusive manner is essential for building patient trust, creating an accurate history, and identifying potential health concerns.* The standard of care in gynecology is to afford the patient as much modesty as possible. Doctors should begin by taking a patient's health history in a private setting while the patient is fully clothed and prior to any physical examination.² After taking the patient's history, doctors should leave the room while the patient disrobes.³ As described below, Tyndall's regular practice was to require patients to remove their clothes in front of him while he took their history and not to offer any sense of modesty.

63. *Taking a patient's medical history does not include invasive questions concerning sexual "likes" and "dislikes."* At the outset of a gynecology patient visit,

² Daniela A. Carusi, MD, MSc, *The Gynecologic History and Pelvic Examination*, UpToDate, Last Updated Mar. 27, 2017 (last accessed Aug. 15, 2018)(available at <https://www.uptodate.com/contents/the-gynecologic-history-and-pelvic-examination>).

³ *Id.*

1 the physician should take a gynecologic medical history, including sexual history,
2 before the patient disrobes. A brief set of screening questions relating to sexual history
3 is adequate to determine whether a problem exists that requires further inquiry, namely
4 whether the patient has sexual concerns, is having sexual relations, has a new partner
5 or sexual contacts, uses protection from pregnancy and sexually transmitted infections,
6 would like to be screened for sexually transmitted infections, needs contraception or
7 preconceptional counseling, or is currently experiencing or has experienced previous
8 sexual abuse. Doctors are expected to afford patients equal treatment and objective,
9 non-judgmental counseling regardless of their sexual orientation or history.⁴ Tyndall's
10 regular practice, however, was to: (i) inquire into patients' favorite sexual positions,
11 the kinds of detailed sexual acts in which they engaged, and their orgasm experiences;
12 (ii) describe lewd sexual experiences he and others had experienced, or that the patient
13 could experience, as well as to offer to demonstrate sexual positions or experiences;
14 and/or (iii) make sexually charged comments regarding the patient's naked body.

15 64. *No need for pelvic exams of women before 21 years of age.* There is no
16 medical evidence to support the need for an internal examination of a healthy,
17 asymptomatic female patient before 21 years of age. Pelvic examinations for patients
18 younger than 21 should be performed only when indicated by the medical history,
19 such as a specific risk for cancer or a patient's description of current symptoms of a
20 sexually-transmitted disease or significant sexual activity. In disregard of the standard
21 of care, Tyndall conducted medically unnecessary pelvic exams on thousands of
22 female patients under the age of 21.

23 65. *Internal pelvic exams are not necessary before a patient seeks birth*
24 *control.* Studies do not support the need for an internal pelvic examination before
25

26 ⁴ Committee Opinion, Health Care for Lesbians and Bisexual Women, No. 525
27 (May 2012), [https://www.acog.org/Clinical-Guidance-and-Publications/Committee-](https://www.acog.org/Clinical-Guidance-and-Publications/Committee-Opinions/Committee-on-Health-Care-for-Underserved-Women/Health-Care-for-Lesbians-and-Bisexual-Women)
28 [Opinions/Committee-on-Health-Care-for-Underserved-Women/Health-Care-for-](https://www.acog.org/Clinical-Guidance-and-Publications/Committee-Opinions/Committee-on-Health-Care-for-Underserved-Women/Health-Care-for-Lesbians-and-Bisexual-Women)
[Lesbians-and-Bisexual-Women.](https://www.acog.org/Clinical-Guidance-and-Publications/Committee-Opinions/Committee-on-Health-Care-for-Underserved-Women/Health-Care-for-Lesbians-and-Bisexual-Women)

1 initiating oral contraceptives in otherwise healthy, asymptomatic individuals or as a
2 screening examination for sexually transmitted infections. Thus, unless a patient who
3 expressly requests birth control is symptomatic, a pelvic examination is not necessary.
4 Tyndall's normal practice was to force birth control prescriptions on women who did
5 not request them and/or declined them as a pretext for to conduct pelvic examinations,
6 even when the patients were asymptomatic.

7 66. *Informed consent is required.* The decision to perform an internal pelvic
8 examination, breast examination, or both should be made by the physician and the
9 patient after shared communication and decision making. Tyndall's normal practice
10 was to order patients to undress, without explaining the particular need for a pelvic or
11 breast examination to the patient. Tyndall regularly failed to obtain or even request
12 informed consent.

13 67. *During an examination, patients should be draped except for the area*
14 *being examined.* Patients should never be required to lie or stand in an exam room
15 while completely naked. Exams normally need not last any longer than a few minutes.
16 Any communication with the patient during an exam should be confined to gathering
17 medically relevant information. Tyndall's normal procedure violated these standards
18 as he almost always failed to drape patients, exposing them instead to prolonged
19 examination.

20 68. *Presence of chaperones.* In addition, chaperones are often present as a
21 precautionary measure for pelvic examinations. Tyndall's regular practice was to not
22 have chaperones in the room, and he frequently resisted patients' requests that a
23 chaperone be present.

24 69. *Digital penetration to "loosen" the vagina at the outset of a pelvic*
25 *examination is not normal procedure.* In a normal pelvic examination, the vagina is
26 first inspected using a speculum of appropriate size, lubricated with warm water or a
27 water soluble lubricant. Atraumatic insertion is aided by assisting muscle relaxation at
28

1 the opening of the vagina. This may be accomplished by advising the patient to relax
2 her legs to the sides and also by inserting a finger into the distal vagina and gently
3 applying downward pressure while inserting the speculum. It is not normal practice to
4 digitally penetrate prior to inserting the speculum disassociated from the time when
5 the speculum is inserted. It is also not normal practice to move fingers in and out of
6 the vagina, or to make comments while doing so. Full digital penetration is not
7 normal procedure. Where used to guide the speculum, digital contact would last no
8 more than a few seconds.⁵ Tyndall's regular practice was to digitally penetrate the
9 patient's vagina with one or two fingers at the outset of the physical examination,
10 using his fingers to make sexual movements, including, but not limited to, prolonged
11 pumping in and out and/or trying to touch the patient's "G-spot" or otherwise
12 attempting to sexually stimulate the patient. Tyndall's regular practice of digitally
13 penetrating patients was disconnected from his use of a speculum, and was not
14 medically justified.

15 70. *Pelvic exams should be performed once a year at the most, absent a*
16 *specific medical issue.* Performing bimonthly or quarterly exams is not standard—and
17 is a sign that a doctor is preying on the patient. Tyndall frequently required patients to
18 return at two- to three-month intervals to obtain refills for their oral contraceptive
19 prescriptions as a pretext to allow him to conduct additional pelvic exams.

20 71. *Hygiene is important.* Examination rooms should be hygienic and free of
21 trash and food. Doctors should wash their hands before touching patients, and they
22 should wear gloves during pelvic and breast exams. Tyndall regularly failed to wash
23 his hands or wear gloves while digitally penetrating the patients. Moreover, he did not
24 maintain a hygienic appearance, exam room, or office.

25 72. *Diagnoses and records.* All diagnoses should follow proper testing, and
26 recommended treatments and medications should be in accordance with standard, up-
27

28 ⁵ See *id.*

1 to-date methods and research. All information from a patient's history and exam
2 should be accurately recorded. Tyndall regularly failed to conduct proper testing,
3 provide appropriate advice, prescribe appropriate medications after informed consent,
4 or accurately document the patient's history and exam.

5 **B. Students (and their parents) entrusted their medical care to USC.**

6 73. Experts believe health is an important factor for academic achievement in
7 higher education.⁶ "Health complaints limit students' capacity to perform adequately
8 at university."⁷ Thus, a university's promotion of health and well-being of its students
9 promotes effective learning.⁸

10 74. To that end, USC touts the services of its student health center to its
11 students. It regularly runs workshops designed to build the trust of students, such as a
12 series of "Feel Better Workshops" entitled "Relationships and Connection,"
13 "Addressing Academic Anxiety," "Stress Management," and "Calm Your Anxiety."⁹

14 75. All women are encouraged to start seeing a gynecologist once a year
15 when they turn 18 years old.¹⁰ Because many women first enroll as college students
16 when they are 17 or 18 years old, many of the women who are examined at USC's
17 student health center have never had a gynecological examination before.¹¹

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19
20 ⁶ Walid El Ansari & Christiane Stock, *Is the Health and Wellbeing of University*
21 *Students Associated with their Academic Performance?* 7 INT'L J. ENVTL. RES. PUB.
HEALTH 509, 509–527 (2010) (citations omitted).

22 ⁷ *Id.*

23 ⁸ *Id.*

24 ⁹ USC Student Health, *Upcoming Events*, <https://engemannshc.usc.edu/events/> (last
accessed May 19, 2018).

25 ¹⁰ 4CollegeWomen, *The First Gynecological Exam*,
26 <http://www.4collegewomen.org/fact-sheets/firstgyno.html> (last accessed May 21,
2018).

27 ¹¹ Harriet Ryan, *et al.*, *A USC doctor was accused of bad behavior with young*
28 *women for years. The university let him continue treating students*, L.A. TIMES (May

1 76. The primary care team at USC’s student health center “is available for
2 contraception counseling, well-women visits, pap smears, STI testing, and other
3 concerns women may have.”¹²

4 77. USC’s invitation to its female students to discuss concerns about their
5 health presumes a relationship of trust.

6 78. Trust is essential to both physician and patient.¹³ “Without trust, how
7 could a physician expect patients to reveal the full extent of their medically relevant
8 history, expose themselves to the physical exam, or act on recommendations for tests
9 or treatments?”¹⁴

10 79. “Presumed consent is a critical manifestation of trust that makes possible
11 much of routine doctor visits.”¹⁵ Absent a presumption of trust, patients might avoid
12 essential medical care.¹⁶

13 80. “Important as it is to measure trust in individual clinicians and the actions
14 and circumstances that affect it, it is equally important, in today’s health system, to
15 study (empirically and normatively) trust and trustworthiness in organizations and
16 institutions.”¹⁷

17 81. Knowing female students would place their trust in its physicians, USC
18 had a duty to ensure that Tyndall used his trusted position and the safe confines of a
19
20

21 16, 2018), [https://www.latimes.com/local/california/la-me-usc-doctor-misconduct-](https://www.latimes.com/local/california/la-me-usc-doctor-misconduct-complaints-20180515-story.html)
22 [complaints-20180515-story.html](https://www.latimes.com/local/california/la-me-usc-doctor-misconduct-complaints-20180515-story.html).

23 ¹² Eric Cohen Student Health Center of USC, *Women’s Health*,
<https://ecohenshc.usc.edu/medical/womens-health/> (last accessed July 13, 2018).

24 ¹³ Dorr Goold, *supra* note 1.

25 ¹⁴ *Id.*

26 ¹⁵ *Id.*, citing Ruth Faden & Tom Beauchamp, A HISTORY AND THEORY OF
INFORMED CONSENT 274–80 (Oxford Univ. Press 1986).

27 ¹⁶ *Id.*

28 ¹⁷ *Id.*

1 doctor's exam room at the USC student health center consistent with the standard of
2 care and certainly not to abuse that trust through the molestation of students.

3 **C. Tyndall's and USC's abuse of trust and violation of the standard of care.**

4 82. USC hired Tyndall in 1989 after his residency. For nearly 30 years,
5 Tyndall was the USC student health clinic's only full-time gynecologist.

6 83. According to an internal report prepared by USC, Tyndall used his
7 position of trust to forego the standard of care.

8 84. In the years after Tyndall started working at USC, some chaperones
9 reportedly became alarmed about the frequency with which he used a camera during
10 pelvic exams.¹⁸ Tyndall's chaperones questioned his motivations, with one reporting
11 that Tyndall took multiple pictures of hundreds of patients' genitals, while another
12 said she witnessed 50 to 100 patients being photographed.¹⁹

13 85. According to the *Los Angeles Times*, Bernadette Kosterlitzky, a USC
14 clinic nurse from 1992 to 2013, said that after a chaperone alerted administrators to
15 Tyndall's use of a camera, then-Executive Director Dr. Lawrence Neinstein ordered
16 the camera removed.²⁰

17 86. In fact, a member of the USC student health center's oversight committee
18 purportedly admitted that: (i) in the early 2000's, several students submitted letters
19 concerning inappropriate touching and remarks by Tyndall; and (ii) those complaint
20 letters were read aloud during monthly committee meetings.²¹ One member of the
21 committee confronted Tyndall, and that confrontation is allegedly contained in
22 university records that corroborate the committee member's account.²²

24 ¹⁸ *Id.*

25 ¹⁹ *Id.*

26 ²⁰ *Id.*

27 ²¹ *Id.*

28 ²² *Id.*

1 87. After USC opened the Engemann Student Health Center in or about 2013,
2 chaperones continued to express concern regarding Tyndall's treatment of female
3 patients.

4 88. Chaperones were concerned about "full body scans," where "Tyndall
5 frequently had women lie naked on the exam table while he slowly inspected every
6 part of their body, down to the area between their buttocks."²³ While a woman's
7 annual gynecological visit might include a discussion of skin problems, such
8 "meticulous" inspections of a patient's naked body "would be highly unusual if not
9 inappropriate."²⁴

10 89. While Tyndall conducted examinations, he made comments that the
11 nursing staff found "unseemly," describing patients' skin as "flawless," "creamy" or
12 "beautiful." He told students they had "perky breasts."²⁵

13 90. In the spring of 2013, eight chaperones reported concerns about Tyndall
14 to their supervisor, veteran nurse Cindy Gilbert. Gilbert went to Neinstein, the clinic's
15 executive director, and Tammie Akiyoshi, the then-head of clinic nursing and now the
16 clinic's executive director. Gilbert said Neinstein told her that he had talked to Tyndall
17 about his behavior in the past.²⁶

18 91. Neinstein reportedly referred the complaints to USC's Office of Equity
19 and Diversity, which investigates sexual misconduct and racial and gender
20 discrimination. USC has stated that an investigator interviewed seven employees and a
21 patient. Gilbert and multiple chaperones who complained said they were never
22 informed of the probe or questioned by the investigator, however.²⁷

23 ²³ *Id.*

24 ²⁴ *Id.*

25 ²⁵ *Id.*

26 ²⁶ *Id.*

27 ²⁷ *Id.*

1 92. The investigation apparently concluded there was no violation of USC
2 policy. The only action that Neinstein took was to bar Tyndall from locking the door
3 of his office when patients were present.²⁸

4 93. Tyndall continued to subject patients, particularly of Chinese and other
5 Asian backgrounds to various types of sexual abuse and racially-oriented
6 commentary.²⁹

7 94. In his office, Tyndall had a map of China and encouraged women to point
8 out their home province. He kept a bamboo plant, the traditional Chinese symbol of
9 longevity and vitality, on a shelf above his desk. He sometimes showed off a photo of
10 his Filipina wife and shared details of their relationship.³⁰

11 95. Tyndall also took steps to require patients to return for appointments
12 more frequently than medically necessary. For example, while most physicians will
13 prescribe one year's worth of oral contraceptive pill refills, Tyndall would only
14 prescribe two months. He would not extend the prescription until the patients returned
15 for another examination.³¹

16 96. However, as Tyndall's efforts to cross the boundaries of proper medical
17 care increased, so did the chaperones' concerns.

18 97. Throughout Tyndall's tenure at USC, chaperones discussed with each
19 other the way Tyndall used his fingers at the outset of the pelvic exam for many young
20 women. Before inserting a speculum, the metal duck-billed device that spreads open
21 the walls of the vagina and enables the doctor to view the cervix, Tyndall would voice
22 concern that the speculum might not fit.³²

24 ²⁸ *Id.*

25 ²⁹ *Id.*

26 ³⁰ *Id.*

27 ³¹ *Id.*

28 ³² *Id.*

1 98. The *Los Angeles Times* reported:

2 “He would put one finger in and say, ‘Oh, I think it will fit.
3 Let’s put two fingers in,’” said a chaperone who worked
4 with Tyndall for years. Four people familiar with Tyndall’s
5 exams said that while he spoke, he was moving his fingers in
6 and out of the patients.

7 They said he made nearly identical statements to hundreds of
8 women as he probed them: My, what a tight muscle you
9 have. You must be a runner.

10 The chaperone who worked with Tyndall for years said she
11 witnessed at least 70 such exams and remembered thinking
12 the physician would eventually become embarrassed about
13 repeating the same words to student after student.

14 “He never was,” she said.

15 During some exams, Tyndall made explicit reference to
16 sexual intercourse while his fingers were inside patients,
17 according to five people who heard the remarks or were told
18 about them.

19 “He would tell young ladies their hymens are intact. ‘Don’t
20 worry about it, your boyfriend’s gonna love it,’” a chaperone
21 recalled.^[33]

22 99. The chief of Female Pelvic Medicine and Reconstructive Surgery at
23 University Hospitals Cleveland Medical Center, Dr. Sangeeta Mahajan, has stated that
24 she has never heard of a gynecologist moving his fingers in and out of a vagina to
25 determine whether a speculum fit, calling it “very odd” and “creepy.”³⁴ An assistant
26 professor of gynecology at Harvard Medical School, Dr. Louise King, noted that this
27 practice was not standard.³⁵

28 ³³ *Id.*

³⁴ *Id.*

³⁵ *Id.*

1 100. Cate Guggino, a women's health nurse practitioner who was a patient of
2 Tyndall's 16 years ago, wrote: When I recall the events of that exam through my
3 trained eyes, I'm left with a sad, sinking feeling in my gut. I know far more about
4 female genital anatomy now. And because bodies have the ability to remember pain
5 even years after it occurred, I also know where I felt pain that day. It was not near the
6 location of my hymen, it was deeper than that, on the anterior vaginal wall—an area
7 commonly known as the G spot. Palpation of the G spot in a completely asymptomatic
8 woman is not part of a normal pelvic exam, not even a very thorough normal pelvic
9 exam. ... What happened in my case -- and I can only speculate happened in so many
10 other cases like mine -- was not normal and was not acceptable.”³⁶

11 **D. Patients complained about Tyndall's behavior to USC and refused to be**
12 **scheduled with him again.**

13 101. Throughout Tyndall's employment at USC, beginning in the early 1990s,
14 patients and USC medical staff regularly commented on Tyndall's odd and
15 inappropriate behavior and unauthorized physical contact with female patients.
16 Despite these observations and frequent complaints about Tyndall's behavior, USC
17 failed to take any action to remove Tyndall from its staff because USC personnel
18 lacked appropriate training and supervision to identify and act upon the complaints
19 concerning Tyndall's behavior, and USC had failed to implement reasonable
20 administrative procedures required to properly respond to improper sexual and racially
21 tinged actions and commentary on the part of USC medical staff members.

22 One nurse said that in 2013-2014, she spoke to at least five women who refused
23 to be scheduled with Tyndall despite having gynecological problems that needed
24 immediate attention. The patients reported feeling like “he was inappropriately
25 touching them, that it didn't feel like a normal exam,” and “like they were violated.”

26 _____
27 ³⁶ [http://www.latimes.com/opinion/op-ed/la-oe-usc-gynecologist-20180523-](http://www.latimes.com/opinion/op-ed/la-oe-usc-gynecologist-20180523-story.html)
28 [story.html](http://www.latimes.com/opinion/op-ed/la-oe-usc-gynecologist-20180523-story.html).

1 The nurse told her immediate supervisor and later Akiyoshi, the head of nursing, who
2 said they would look into it.³⁷

3 102. During the 2013-2016 period, one clinician received unsolicited
4 complaints from at least three students who refused to see Tyndall again. The clinician
5 gave the students the email addresses for administrators and encouraged them to put
6 their complaints in writing.³⁸

7 103. Having already felt uncomfortable about how Tyndall violated her with
8 his hand during a gynecological exam before the speculum was inserted, one student
9 was told on her second visit that Tyndall wanted her to remove all her clothes. After
10 waiting for Tyndall while she was completely naked, she got dressed, after asking
11 herself why she had needed to take off all her clothes. She told a female clinic
12 employee she wanted to see another doctor. That employee told the student “there
13 were a lot of complaints” about Tyndall.³⁹

14 104. Chaperones reported the names of women “who seemed particularly
15 shaken” by Tyndall’s exams to their supervisor, nurse Gilbert. Gilbert allegedly
16 contacted patients and explained how to make a written complaint against the doctor.
17 Some did, but others responded they just wanted to find another gynecologist and
18 forget about the experience.⁴⁰

19 105. Gilbert stated that she repeatedly expressed concerns about Tyndall to
20 Akiyoshi, Neinstein, and other clinic administrators from 2014 to 2016, but they
21 seemed uninterested.⁴¹

24 ³⁷ Ryan, *et al.*, *supra* note 7.

25 ³⁸ *Id.*

26 ³⁹ *Id.*

27 ⁴⁰ *Id.*

28 ⁴¹ *Id.*

1 106. Chaperones forwarded some complaints about Tyndall to Sandra
2 Villafan, who became the USC clinic's head of quality and safety in 2013. Villafan
3 has stated that she relayed any concerns to clinic administrators and USC leadership,
4 but was not privy to the outcomes of any investigations.⁴²

5 107. Finally, in 2016, Gilbert went to USC's rape crisis center, known as
6 Relationship and Sexual Violence Prevention and Services, and spoke to Executive
7 Director Ekta Kumar. That complaint (and the discovery of a box of film of women's
8 genitalia in Tyndall's office) finally prompted the investigation that led to Tyndall's
9 removal.⁴³

10 **E. USC admits it was on notice of Tyndall's violation of female students.**

11 108. On May 15, 2018, USC issued a press release titled "Summary of
12 Coordinated Investigation of Student Health Physician" ("Statement") from Todd R.
13 Dickey, Senior Vice President for Administration, Gretchen Dahlinger Means, Title
14 IX Coordinator and Executive Director of the Office of Equity and Diversity, and
15 Laura LaCorte, Associate Senior Vice President for Compliance.⁴⁴

16 109. The Statement admitted that, in June 2016, USC's Office of Equity and
17 Diversity ("OED") received a complaint from a staff member at the USC student
18 health center regarding sexually inappropriate comments made to patients by Tyndall
19 in front of medical assistants.⁴⁵

20 110. As a result of the Statement, USC stated, it conducted an investigation.
21 USC reported that medical assistants who assisted Dr. Tyndall during clinic visits
22

23 ⁴² *Id.*

24 ⁴³ *Id.*

25 ⁴⁴ Todd R. Dickey, *et al.*, USC, *Summary of Coordinated Investigation of Student*
26 *Health Physician* (May 15, 2018), https://pressroom.usc.edu/files/2018/05/Summary-fact-sheet_5.15.18.pdf.

27 ⁴⁵ *See id.*

1 reported concerns about the way he conducted pelvic examinations. Specifically, these
2 medical assistants questioned Tyndall's practice of a digital insertion prior to insertion
3 of a speculum.⁴⁶

4 111. USC purportedly consulted with a gynecology expert who stated that this
5 could be considered an acceptable practice, but then contracted with an outside
6 medical review firm, MD Review, to review Dr. Tyndall's clinical practice. MD
7 Review concluded that this examination practice was not the standard of care.⁴⁷

8 112. USC stated that, during its investigation, a box of clinical photos of
9 cervixes and surrounding internal tissue, allegedly from 1990-1991, was found during
10 a search of Tyndall's office.⁴⁸

11 113. USC reported that it also reviewed the files of Dr. Larry Neinstein, the
12 former health center director from 1995-2014 (who is now deceased), which showed
13 earlier patient complaints about Tyndall, including complaints about his clinical
14 practice. The files contained eight complaints lodged between 2000 and 2014 that
15 were concerning. The complaints reported that Tyndall had made racially insensitive
16 and other inappropriate comments, reported concerns that he was not adequately
17 sensitive to patient privacy, and included complaints of feeling "uncomfortable," that
18 Tyndall "gave me the skeevies," and that he was "unprofessional."⁴⁹

19 114. USC admitted that these complaints provided sufficient basis to terminate
20 Tyndall and should have been elevated for "proper investigation."
21
22
23

24 ⁴⁶ *See id.*

25 ⁴⁷ *See id.*

26 ⁴⁸ *See id.*

27 ⁴⁹ *See id.*

1 115. Dr. Neinstein's notes also purportedly indicated that he brought in outside
2 experts to review USC's clinical practices, although the Statement does not identify
3 those experts nor the results of those engagements.⁵⁰

4 116. USC stated that OED had previously conducted a review in 2013 of
5 complaints of inappropriate comments made by Tyndall and raised by staff members,
6 but that there was insufficient evidence to find a violation of USC policy.⁵¹

7 117. USC was silent on its failure to report Tyndall to criminal authorities, the
8 attorney general, or anyone outside the university for the purposes of conducting an
9 independent investigation.⁵²

10 118. USC concluded its 2016 investigation, finding that "Tyndall had violated
11 the university's policy on harassment by making repeated racially discriminatory and
12 sexually inappropriate remarks during patient encounters." The Statement was silent
13 as to any conclusions concerning sexual assault, violation, or molestation.⁵³

14 119. Ultimately, in 2017, USC began termination proceedings against Tyndall.
15 But USC did not contact law enforcement, the California attorney general, or the state
16 medical licensing board.⁵⁴ USC made no effort to inform Tyndall's patients of its
17 conclusions regarding Tyndall's behavior.⁵⁵ Because Tyndall threatened a wrongful
18 termination lawsuit against USC, USC entered into a separation agreement with
19 Tyndall under which he was allowed to resign with one year's pay.⁵⁶ USC entered
20
21

22 ⁵⁰ *See id.*

23 ⁵¹ *See id.*

24 ⁵² *See id.*

25 ⁵³ *See id.*

26 ⁵⁴ *See id.*

27 ⁵⁵ Ryan, *et al.*, *supra* note 7.

28 ⁵⁶ *See* Statement, *supra* note 40.

1 into this agreement with the intent and effect of continuing to conceal Tyndall's
2 misconduct from Plaintiffs, the university community, and the public.

3 120. USC states that, once Tyndall sent a letter to USC asking to return to his
4 position at the student health center in 2018, USC finally made a report to the
5 California Medical Board on March 9, 2018. According to USC, this was the first
6 report to authorities it had made despite being on notice of Tyndall's behavior for
7 decades.⁵⁷

8 121. USC has had a systemic problem with properly handling sexual
9 harassment and sexual abuse allegations, contrary to its federal mandates under Title
10 IX. In 2013, the United States Department of Education opened an investigation into
11 how USC responded to reports of on-campus rapes. During this investigation, more
12 than 100 USC students came forward to describe USC's "gross mishandling" of rape
13 cases. In 1992, a USC-commissioned panel of experts found that the university's
14 response to sexual assault complaints "leaves victims feeling unsupported" and
15 stripped of important rights.

16 122. In a pair of May 15, 2018, statements, high-ranking USC officials
17 acknowledged Tyndall's decades-long pattern of abuse and USC's failure to
18 adequately respond to the reported misconduct and protect its students.

19 123. First, in a public letter to the USC community, then-president C.L. Max
20 Nikias addressed the "deeply troubling" events surrounding Tyndall. According to
21 Nikias, "the manner in which Dr. Tyndall performed physical exams did not meet
22 current practice standards" and "he made inappropriate remarks to patients, in some
23 cases during the examination process. Some of these comments were racially
24 discriminatory and sexually inappropriate in nature."

25 124. Nikias acknowledged that "there had been complaints about Dr. Tyndall
26 in prior years" and that "we have no doubt that Dr. Tyndall's behavior was completely
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28 ⁵⁷ *See id.*

1 unacceptable. It was clear violation of our Principles of Community, and a shameful
2 betrayal of our values.”

3 125. Nikias advised that USC was implementing structural changes to improve
4 its complaint handing and investigation processes. He apologized to “any student who
5 may have visited the student health center and did not receive the respectful care each
6 individual deserves.”

7 126. Second, USC’s Chief Health Officer, Sarah Van Orman, stated in a public
8 letter to USC’s students that she was “deeply troubled” by the events surrounding
9 Tyndall and referencing “significant changes” that had “professionalized [USC’s]
10 care.” Van Orman reassured students that she is personally responsible for
11 “[g]overnance and oversight of these practitioners and all care delivered at student
12 health centers[,]” which “ensures responsible and transparent health care services.”

13 127. Van Orman emphasized new, “extensive training on staffing and
14 complaint reporting . . . to ensure that when concerning behavior and actions are
15 noticed, they are quickly reported and addressed.” She further stated that “[w]e plan
16 to strengthen our . . . mechanisms for reporting concerns.”

17 128. On May 18, 2018, Nikias said in another public statement that Tyndall’s
18 “behavior distresses us deeply. He should have been removed and referred to the
19 authorities years ago.”

20 129. “[H]ow could this behavior have gone on for so long?” Nikias continued.
21 “Once again, I want to personally apologize to any student who visited our student
22 health center and was made to feel uncomfortable You deserved better, and we
23 let you down.”

24 130. Nikias resigned as president on May 25, 2018. In an accompanying
25 statement, USC’s Board of Trustees wrote that “something is broken” in regard to
26 USC’s response to Tyndall’s predatory treatment of the women under its care.
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F. Dr. Tyndall and USC violated the standard of care.

131. Non-exhaustive examples of the many ways Dr. Tyndall violated standard procedures—as witnessed and known by the USC Defendants—are as follows:

- Failing to seek or obtain informed consent to invasive procedures;
- Asking patients unnecessarily personal questions about sexual activities;
- Giving unsolicited advice about sex;
- Performing unnecessary pelvic exams;
- Performing pelvic examinations without any chaperone present;
- Performing pelvic exams improperly;
- Making inappropriate sexual comments during pelvic examinations;
- Touching patients inappropriately and in a sexual manner during medical examinations and/or procedures;
- Simulating sexual positions;
- Offering unsolicited descriptions of sexual escapades or sexual positions;
- Failing to perform proper testing;
- Failing to provide proper treatment recommendations;
- Prescribing birth control without discussing potential side effects and other options;
- Unnecessarily requiring medical examinations as a condition for obtaining birth control and birth control refills;
- Performing unnecessarily long breast exams or touching of the breasts without explanation;
- Having student-interns deliver test results;
- Having patients undress fully for pelvic examinations and/or procedures;

- Not leaving the room while patients dressed and undressed;
- Putting false information in patients' medical records;
- Making inappropriate comments during medical appointments;
- Disclosing sensitive medical information about other students, including information about other students' sexual activity, during medical appointments;
- Touching and examining patients' breasts in a sexual manner;
- Performing prolonged pelvic examinations and/or procedures for his sexual pleasure rather than for clinical purposes.

G. Plaintiffs were abused by Dr. Tyndall, who flagrantly violated the standard of care, with the knowledge of USC.

1. Jane Doe R.B. (1990)

132. In 1990, Jane Doe R.B. was a junior at USC. At the time, Jane Doe R.B. was an avid runner, running 12-15 miles per day.

133. During or about January to May 1990, Jane Doe R.B. called the student health center to make an appointment because, based on the best of her recollection, she needed a refill of her birth control prescription. She tried to get an appointment with a female practitioner, but was advised that Dr. Tyndall was the only practitioner available.

134. At her appointment with Dr. Tyndall, a nurse or chaperone was present in the room for her examination.

135. Dr. Tyndall advised Jane Doe R.B. that he was going to do a pap smear. Before doing so, however, he used his fingers to penetrate her. No other doctor had digitally penetrated her before inserting a speculum, so it surprised Jane Doe R.B. and made her very uncomfortable. However, Jane Doe R.B. questioned her own discomfort given that a nurse was present.

1 136. Dr. Tyndall then commented, while penetrating her with his fingers, “you
2 are so tight from all that running.” Jane Doe R.B. found Dr. Tyndall’s comment
3 extremely inappropriate and disturbing.

4 137. Distressed by what had occurred, Jane Doe R.B. told her friend about Dr.
5 Tyndall’s comment. Her friend, then a senior at USC, responded: “I told you not to go
6 to him.”

7 138. Since that time and as a result of the distress Dr. Tyndall (and USC)
8 caused, Jane Doe R.B. has always seen female physicians for her gynecological needs.

9 138. On or about May 15, 2018, Jane Doe R.B. read the articles that disclosed
10 Tyndall’s wrongdoing. Jane Doe R.B. became extremely upset and angry that USC let
11 Tyndall violate her and others over such a long period of time.

12 139. Dr. Tyndall violated the standard of care by, *inter alia*: (1) performing an
13 unnecessary pelvic exam; (2) making inappropriate comments during the pelvic exam;
14 and (3) unnecessary digital penetration prior to inserting the speculum.

15 140. Jane Doe R.B. has thus been damaged by Dr. Tyndall’s and USC’s
16 actions.

17 **2. Jane Doe A.T. (1991-1992)**

18 141. Jane Doe A.T. was an undergraduate accounting student at USC from
19 1991-1995. She saw Dr. Tyndall for a pap smear and pelvic exam in or about 1991 or
20 1992.

21 142. Dr. Tyndall examined Jane Doe A.T. without a chaperone in the room.
22 Because of her age and relative inexperience, Jane Doe A.T. did not know to ask for
23 one. As the appointment began, Jane Doe A.T. felt very alone—it did not seem like
24 there were many people around or within earshot.

25 143. Dr. Tyndall told Jane Doe A.T. to get undressed and put on an
26 examination gown. He did not leave the room while she undressed.

1 144. As Jane Doe A.T. lay on the examination table, naked but for the gown
2 and with her legs spread, Dr. Tyndall commented that she was very beautiful and her
3 vagina was attractive.

4 145. Dr. Tyndall examined Jane Doe A.T. with his fingers. As he was touching
5 her, he asked her if she would like him to show her G-spot. She immediately said
6 “no.” She felt frightened, trapped, and violated. There was no one else in the
7 examination room with Dr. Tyndall, and she felt as though Dr. Tyndall was trying to
8 communicate that he had power over her body; that he was in control and he knew
9 something she did not. Jane Doe A.T. desperately wanted to leave.

10 146. Jane Doe A.T. is Vietnamese and Chinese-American. She was raised to
11 never question her elders or authority figures, especially physicians. She also feels that
12 her culture associates great shame with sexual abuse and molestation such that
13 speaking up as a victim could bring shame on one’s family.

14 147. Jane Doe A.T. feels that her cultural background made her an easy target
15 for Dr. Tyndall, and she is outraged and distressed that he abused many Asian women
16 in the decades following her appointment.

17 148. The experience with Dr. Tyndall had lasting effects on Jane Doe A.T.
18 Although all doctors since then have treated her with respect and professionalism, she
19 continues to have an aversion to seeing any gynecologist. In addition, Dr. Tyndall
20 made Jane Doe A.T. feel belittled and sexualized. As a result, she had a negative
21 relationship with her own body and sexuality for many years.

22 149. Dr. Tyndall violated the standard of care by, *inter alia*: (1) remaining in
23 the room while Jane Doe A.T. undressed; (2) performing a pelvic exam without a
24 chaperone in the room; (3) offering to perform a sexual act; and (4) making
25 inappropriate sexual comments during the pelvic exam.

26 150. Jane Doe A.T. has thus been damaged by Dr. Tyndall’s and USC’s
27 actions.
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1 **3. Jane Doe J.L. (1991-1993)**

2 151. Jane Doe J.L. attended USC from 1988-1993. She saw Dr. Tyndall for an
3 examination in or about 1992 or 1993 due to a concern of a possible vaginal yeast
4 infection.

5 152. Dr. Tyndall examined Jane Doe J.L. without a chaperone in the room.
6 Jane Doe J.L. was wearing a skirt/dress that day; Dr. Tyndall told her to remove her
7 underpants for the examination. Dr. Tyndall did not ask Jane Doe J.L. to undress for
8 the examination, nor did he provide her with an examination gown.

9 153. Dr. Tyndall examined Jane Doe J.L. with his fingers. As he was touching
10 her, Dr. Tyndall asked if she had another female student perform oral sex on her. Jane
11 Doe J.L. immediately said “no” and asked “why?” In response, Dr. Tyndall told her
12 that if a girl had been licking her vagina, it may have caused her yeast infection. Jane
13 Doe J.L. explained to Dr. Tyndall that she was heterosexual. Dr. Tyndall described for
14 Jane Doe J.L. in detail how females perform oral sex on one another and asked if she
15 was sure she had never done anything like that before.

16 154. Jane Doe J.L. was very uncomfortable by the tone and subject matter of
17 the conversation. She sat up after he was done touching her and quickly left the
18 examination room.

19 155. After the appointment, Jane Doe J.L. told her cousin she had a bad
20 experience with Dr. Tyndall and that she was never going back to him again.

21 156. When Jane Doe J.L. heard about the accounts of other women in his care,
22 she realized that she had been the victim, not of an isolated occurrence, but rather of a
23 series of abuses. The distress she felt at the time of her examination came flooding
24 back to her. She continues to be upset and feels betrayed that USC allowed this to
25 happen to her and so many other women.

26 157. Dr. Tyndall violated the standard of care by, *inter alia*: (1) performing an
27 unnecessary pelvic exam without a chaperone present; (2) remaining in the room
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1 while Jane Doe J.L. undressed; (3) making inappropriate sexual comments and
2 describing sexual acts unsolicited during the pelvic exam; (4) failing to perform proper
3 testing to determine if Jane Doe J.L. had a vaginal yeast infection; and (5) failing to
4 provide proper treatment recommendations.

5 158. Jane Doe J.L. has thus been damaged by Dr. Tyndall's and USC's
6 actions.

7 **4. Jane Doe M.S. (1992)**

8 159. In 1992, Jane Doe M.S. made an appointment at the student health center
9 for an annual exam. She was 22 or 23 at the time and a graduate student in USC's
10 School of Cinema-Television.

11 160. Dr. Tyndall performed a pelvic exam as part of Jane Doe M.S.'s
12 appointment. As he was looking at Jane Doe M.S.'s vagina, he mentioned that he saw
13 something on her cervix that indicated she might have cervical cancer.

14 161. Dr. Tyndall then told Jane Doe M.S. that he had a new method of visually
15 diagnosing cervical cancer using iodine and a camera. Jane Doe M.S. agreed because
16 she was afraid for her health and did not know that Dr. Tyndall's methods were
17 improper.

18 162. Dr. Tyndall then asked Jane Doe M.S. to spread her legs on the exam
19 table. He painted her vagina with a red substance and asked her to use her fingers to
20 spread open her labia. He then took photos of her. At the time, Jane Doe M.S. felt very
21 uncomfortable—both because of the red substance and because she could not tell
22 whether Dr. Tyndall was photographing her genitalia only, or the rest of her face and
23 body with her legs spread.

24 163. Dr. Tyndall delivered the "results" of her test—which were negative—
25 some weeks later.

26 164. After her initial appointment, Jane Doe M.S. started going to Planned
27 Parenthood for gynecological care instead of USC, because Dr. Tyndall gave her an
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1 uneasy feeling. After some years of going to Planned Parenthood, she began to realize
2 that the iodine “test” was not normal. At that point, she confided in a friend about her
3 appointment with Dr. Tyndall.

4 165. Dr. Tyndall violated the standard of care by, *inter alia*: (1) telling Jane
5 Doe M.S. that he could visually diagnose cervical cancer; (2) painting her vagina with
6 iodine; (3) photographing Jane Doe M.S.; and (4) delivering results of an improper
7 “test,” as if they were conclusive as to whether Jane Doe M.S. had cervical cancer.

8 166. Jane Doe M.S. is distressed and disappointed that USC has been
9 subjecting more women to Dr. Tyndall’s abusive behavior and substandard medical
10 care in the decades since she was a student. She has thus been damaged by USC’s and
11 Dr. Tyndall’s actions.

12 **5. Shannon O’Conner (1993)**

13 167. Shannon O’Conner was an undergraduate student at USC in the early
14 1990s, and was enrolled in a USC student health plan. In or around the spring of 1993,
15 she made an appointment at the USC student health center.

16 168. When Ms. O’Conner arrived at the clinic, she was taken to an exam room
17 and told to take off all of her clothes and put on a gown. Tyndall soon came into the
18 room, and told her to lie down and place her legs in elevated stirrups. He told her to
19 spread her legs, which she did. He immediately began thrusting his fingers inside her
20 vagina and moving them in and out rapidly. She reacted by pulling her hips back, but
21 Tyndall grabbed her hip with one hand and forcibly pressed it down to the exam table
22 while continuing the in-and-out motion with the fingers from his other hand.

23 169. Tyndall then asked Ms. O’Conner if she had a boyfriend. She responded
24 that she did. Tyndall then said that Ms. O’Conner’s boyfriend must love her vagina.

25 170. During this conversation, Tyndall was moving his ungloved fingers in
26 and out of Ms. O’Conner’s vagina, hooking them upward in an attempt to arouse her.

1 171. Ms. O’Conner panicked and said that her mother had told her a female
2 nurse needed to be in the room. Tyndall replied that there was no need for a nurse, but
3 Ms. O’Conner insisted. Tyndall stood up, walked to the door, and called for a nurse. A
4 woman wearing medical scrubs and a dark green cardigan sweater came into the room.

5 172. Tyndall said, “Okay, now you’ve got a nurse in the room,” and sat back
6 down on his stool. The nurse seated herself in a chair and read a paperback while
7 Tyndall continued the examination.

8 173. Tyndall pulled Ms. O’Conner’s knees apart and placed his fingers back
9 inside of her. She was shaking. He put one of his hands on her hip and held it down.
10 He continued to move his ungloved fingers in and out of her, using two and sometimes
11 three fingers, hooking them upward as if trying to stimulate her sexually.

12 174. After several minutes, Tyndall aggressively inserted a speculum and
13 swabbed Ms. O’Conner’s cervix. He then told her the exam was over and that she
14 could get dressed. He left the room, followed by the woman in the green sweater. Over
15 the course of the appointment, Tyndall never explained what he was doing or why.
16 The woman never said anything to Ms. O’Conner.

17 175. Ms. O’Conner dressed and left the exam room. She approached the
18 female receptionist at the front desk and told her that the doctor had said sexual things
19 to her and that the exam didn’t feel right. The receptionist replied that Ms. O’Conner
20 was a pretty girl and should get used to stuff like that.

21 176. Ms. O’Conner never went back to the USC student health center for
22 another gynecological examination. She attempted to suppress her memory of
23 Tyndall’s examination, and has avoided being examined by male gynecologists.

24 177. Because a nurse or medical assistant sat silently in the room as Tyndall
25 abused her for a second time that day, and because Tyndall was a permanent employee
26 of USC’s medical facility, Ms. O’Conner reasonably believed at the time that
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1 Tyndall's examination must have fallen within the bounds of a legitimate medical
2 treatment, although she now knows that Tyndall's conduct was sexual abuse.

3 178. When news of Tyndall's predatory behavior emerged in May 2018, Ms.
4 O'Conner recognized Tyndall's face. She realized, for the first time, that Tyndall's
5 actions were sexual assaults. Her realization that Tyndall's examination was a sexual
6 assault has caused her to experience harm as alleged below, including severe
7 psychological and emotional distress.

8 179. Dr. Tyndall violated the standard of care by, *inter alia*: (1) performing a
9 pelvic exam without a chaperone present; (2) making inappropriate sexual comments
10 during the pelvic exam; (3) unnecessary digital penetration prior to inserting the
11 speculum; (4) and failing to advise and inform Ms. O'Conner of the procedures being
12 performed.

13 180. Ms. O'Conner has thus been damaged by Dr. Tyndall's and USC's
14 actions.

15 **6. Jane Doe L.K. (1996-1997)**

16 181. Jane Doe L.K. studied communications at USC from 1996 to 2000.

17 182. In or about 1996 or 1997, Jane Doe L.K. was examined by Dr. Tyndall at
18 the USC student health center.

19 183. After the exam, and while Jane Doe L.K. was still partially unclothed, Dr.
20 Tyndall began asking her questions about her genital piercing. Dr. Tyndall told Jane
21 Doe L.K. that he was "conducting a study," and for the study, he needed to know
22 whether it had been easier or more difficult for her to orgasm since she received the
23 genital piercing.

24 184. Jane Doe L.K. felt an immediate rush of panic—she did not think that
25 doctors were supposed to ask questions like that. She felt extremely ashamed and
26 violated. However, because she did not have much experience with gynecologists, she
27 did not know for certain that the question was inappropriate. After all, Dr. Tyndall was
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1 an authority figure, so Jane Doe L.K. questioned whether she must be the one in the
2 wrong for feeling embarrassed.

3 185. Jane Doe L.K. is outraged that Dr. Tyndall was able to make her feel
4 embarrassed and ashamed through his own misconduct.

5 186. Jane Doe L.K. feels betrayed by USC and angry that it has subjected so
6 many young, vulnerable women to the type of abuse she experienced more than two
7 decades ago.

8 187. Dr. Tyndall violated the standard of care by, *inter alia*: (1) performing a
9 pelvic exam without a chaperone present; and (2) making inappropriate sexual
10 comments during the exam.

11 188. Jane Doe L.K. has thus been damaged by USC's and Dr. Tyndall's
12 actions.

13 **7. Jane Doe 5 (1998)**

14 189. Jane Doe 5 studied at USC from 1996-2000.

15 190. Jane Doe 5 paid for student health insurance as part of her tuition.

16 191. In the summer of 1998, Jane Doe 5 made an appointment at the student
17 health center because she wanted to get a prescription for birth control. She had never
18 been to a gynecologist before.

19 192. Jane Doe 5 requested a female gynecologist. She was told that there was
20 no one available except Dr. Tyndall, but not to worry because there would be a female
21 chaperone in the room.

22 193. To start their appointment, Dr. Tyndall asked Jane Doe 5 many questions
23 that she found invasive, including whether she had a boyfriend, how many times she
24 had had sex, and whether she had sex with multiple partners. They spoke at Dr.
25 Tyndall's desk, which was in the examination room.

26 194. Dr. Tyndall then told Jane Doe 5 to disrobe and put on an examination
27 gown, but he did not leave the room. Instead, he turned his back while she changed.
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1 195. Before the examination began, a chaperone entered the room. However,
2 she left the room shortly in to their examination

3 196. During the exam, Dr. Tyndall digitally penetrated Jane Doe 5 without
4 gloves. At the time, there was still a chaperone in the room.

5 197. After the chaperone left the room, Dr. Tyndall told Jane Doe 5 to sit
6 upright and open her robe for a breast exam. As he was touching her breasts, he
7 looked at them in a sexual manner. Jane Doe 5 was mortified; she did not understand
8 what was happening, and she desperately wanted it to end.

9 198. After that experience, Jane Doe 5 was traumatized. As a result, she did
10 not see a gynecologist for several years.

11 199. Jane Doe 5's family is from Northern India, and she was raised in a
12 culturally conservative household. She felt deeply ashamed of what happened with Dr.
13 Tyndall, and she did not feel as though she could go to her family for support.

14 200. Now that Jane Doe 5 is an adult, she understands that Dr. Tyndall's
15 behavior was deeply inappropriate and violating. She feels deceived by the student
16 health center because they promised her that there would be a chaperone in the room
17 during her appointment, but the chaperone left halfway through. Jane Doe 5 is
18 distressed that USC allowed similar abuse to continue unabated for many years.

19 201. Dr. Tyndall violated the standard of care by, *inter alia*: (1) digitally
20 penetrating Jane Doe 5 without gloves; (2) leering at Jane Doe 5's breasts while
21 touching them, while she was sitting upright; (3) not leaving the room while Jane Doe
22 5 disrobed; (4) allowing the chaperone to leave the room during Jane Doe 5's exam,
23 even though Jane Doe 5 has been promised that a chaperone would be present; and (5)
24 asking Jane Doe 5 unnecessarily invasive questions about her sexual activities.

25 202. Jane Doe 5 has thus been damaged by USC's and Dr. Tyndall's actions.
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1 **8. Jane Doe M.V. (2000)**

2 203. Jane Doe M.V. saw Dr. Tyndall at USC's Student Health Center in or
3 about 2000 due to a concern of a possible urinary tract infection.

4 204. When Jane Doe M.V. arrived for her appointment, Dr. Tyndall asked her
5 why she was there, and she told him she thought she might have a urinary tract
6 infection. Dr. Tyndall told Jane Doe M.V. that she would need to have a pelvic exam
7 so he could determine what the cause may be. Jane Doe M.V. had not planned to get
8 an examination done. Based on her experience, she expected Dr. Tyndall to take a
9 urine sample, test it, and then give her a prescription for medication if needed.

10 205. Dr. Tyndall told Jane Doe M.V. to get undressed and lie down on the
11 examination table. There was no chaperone present in the examination room.

12 206. Dr. Tyndall examined Jane Doe M.V. with his fingers. He was not
13 wearing gloves.

14 207. As the examination continued, Dr. Tyndall commented that Jane Doe
15 M.V. had a small hemorrhoid on her bottom and offered to remove the hemorrhoid for
16 her. When Jane Doe M.V. asked Dr. Tyndall why he was recommending hemorrhoid
17 removal when the reasons appeared to be only cosmetic, Dr. Tyndall told her she
18 should have it done in case she wants to be in pornographic films. Jane Doe M.V. was
19 shocked by Dr. Tyndall's comments. Dr. Tyndall asked Jane Doe M.V. why she was
20 so surprised and told her "lots of young women [her] age do it."

21 208. Dr. Tyndall's comments made Jane Doe M.V. extremely upset and
22 uncomfortable. She left the appointment feeling humiliated, demeaned, and violated.

23 209. Dr. Tyndall also prescribed Jane Doe M.V. oral contraceptive pills. He
24 did not explain the numerous options for birth control or the medication's potential
25 side effects. She returned a couple of months later after experiencing particularly
26 horrible side effects including chest pain, hair loss, dizziness, mood swings, and
27 menstrual pain. Dr. Tyndall gave her different birth control pills again without
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1 discussing their potential side effects or other options. Jane Doe M.V. felt pressured
2 by Dr. Tyndall to continue taking birth control pills. She again experienced severe side
3 effects from the birth control pills he prescribed.

4 210. When Jane Doe M.V. heard about the accounts of other women in Dr.
5 Tyndall's care, she realized she had been the victim, not of an isolated occurrence, but
6 of a series of abuses. She is upset and feels betrayed that USC allowed this to happen
7 to her and so many other women.

8 211. Dr. Tyndall violated the standard of care by, *inter alia*: (1) performing an
9 unnecessary pelvic exam without a chaperone present; (2) performing the pelvic exam
10 without wearing gloves; (3) making inappropriate sexual comments during the pelvic
11 exam; (4) failing to perform proper testing to determine if Jane Doe M.V. had a
12 urinary tract infection; (5) recommending treatment for her hemorrhoid that was not
13 medically necessary; and (6) prescribing birth control without discussing potential side
14 effects and other options.

15 212. Jane Doe M.V. has thus been damaged by USC's and Dr. Tyndall's
16 actions.

17 **9. Jane Doe K.M. (2000-2001)**

18 213. Jane Doe K.M. attended USC from 1998 to 2000. She graduated with a
19 B.A. in communications.

20 214. In about 2000 or 2001, Jane Doe K.M. scheduled an appointment with
21 Dr. Tyndall at the USC student health center because her period was more than one
22 week late. She took a pregnancy test and underwent pelvic and breast exams and a pap
23 smear. It was her first visit to a gynecologist.

24 215. Jane Doe K.M. had not previously undergone a pelvic exam.

25 216. There was a chaperone in the room during Jane Doe K.M.'s exam. The
26 chaperone stood with her back to Jane Doe K.M. and Dr. Tyndall throughout the exam
27 and did not speak.
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1 217. Dr. Tyndall performed a breast exam on Jane Doe K.M. without
2 explaining the process. He opened the gown exposing both breasts without
3 notification. He did not tell Jane Doe K.M. that she could perform breast exams on
4 herself at home. It seemed to Jane Doe K.M. as though the breast exam lasted a very
5 long time, making her uncomfortable.

6 218. During the course of the pelvic exam, Dr. Tyndall made numerous jokes
7 about the instruments he was using on Jane Doe K.M. He did this while touching her.
8 At one point, while the speculum was inside of Jane Doe K.M.'s vagina, Dr. Tyndall
9 sarcastically asked if he could "please have his speculum back."

10 219. Jane Doe K.M. felt as though Dr. Tyndall's joking unnecessarily
11 prolonged the pelvic exam. Worse, she felt that his comments were highly
12 inappropriate and violating. She left the appointment feeling compromised, exposed,
13 and uncomfortable.

14 220. Jane Doe K.M. felt so uncomfortable after the appointment that she
15 confided in her friend and her boyfriend (now husband) about the experience.

16 221. Ever since her experience with Dr. Tyndall, Jane Doe K.M. has never felt
17 safe being treated by a male gynecologist. Many years later, Jane Doe K.M. was faced
18 with a difficult decision about delivering her baby. Her female gynecologist would not
19 be available to deliver her baby the week she was due, and as a result, she would have
20 a male doctor instead. But Jane Doe K.M. was still not comfortable with male
21 gynecologists because of her experience with Dr. Tyndall. She elected to induce one
22 week early so that her regular doctor—a woman—could deliver the baby.

23 222. Jane Doe K.M. is angry that USC failed to protect her and so many
24 others. She wants USC to be held accountable for breaching the trust of its young
25 female students.

26 223. Dr. Tyndall violated the standard of care by, *inter alia*: (1) performing an
27 unnecessarily long breast exam without explanation; (2) conducting pelvic and breast
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1 examinations while the chaperone's back was turned; (3) making inappropriate
2 comments during the pelvic exam; and (4) failing to perform proper testing to
3 determine why Jane Doe K.M. was experiencing irregular periods.

4 224. Jane Doe K.M. has thus been damaged by USC's and Dr. Tyndall's
5 actions.

6 **10. Jane Doe A.S. (2000-2001)**

7 225. Jane Doe A.S. saw Dr. Tyndall for a gynecological exam in or about 2000
8 or 2001. Prior to her appointment with Dr. Tyndall, she had never been examined by a
9 gynecologist before.

10 226. Jane Doe A.S. made an appointment for access to birth control and testing
11 for a possible sexually-transmitted disease ("STD").

12 227. Because it was her first experience with a gynecologist, Jane Doe A.S.
13 did not know what to expect. Dr. Tyndall examined her without a chaperone in the
14 room. Because of her age and relative inexperience, Jane Doe A.S. did not know to
15 ask for one.

16 228. Dr. Tyndall performed a pelvic exam and inserted his fingers into Jane
17 Doe A.S.'s vagina. While his fingers were inside of her, Dr. Tyndall claimed Jane Doe
18 A.S. was "particularly tight." He also commented that she had a "beautiful vagina."
19 Jane Doe A.S. found Dr. Tyndall's comments to be inappropriate and disturbing. At
20 the time, Jane Doe A.S. felt uncomfortable, but because she had no prior experience
21 with gynecologists, she did not know that Dr. Tyndall's methods were abnormal and
22 inappropriate.

23 229. When Jane Doe A.S. returned for her follow-up appointment to receive
24 her STD test results from Dr. Tyndall, she instead was informed of her results by a
25 student/intern. She was told that she had genital herpes. For ten years, Jane Doe A.S.
26 lived with fear and unease about what she had been told, but never experienced any
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1 symptoms. She was later retested by another doctor and discovered that she did not
2 have genital herpes.

3 230. Although all doctors Jane Doe A.S. after her visits with Tyndall have
4 treated her with respect and professionalism, she continues to have unease and
5 mistrust around male doctors and has since refused to have a male doctor perform a
6 pelvic exam.

7 231. When Jane Doe A.S. heard the reports about Dr. Tyndall in the media,
8 she recognized that Dr. Tyndall had acted inappropriately while examining her and
9 conveying her test results. She feels violated and is upset that USC failed to protect
10 her.

11 232. Dr. Tyndall violated the standard of care by, *inter alia*: (1) performing a
12 pelvic exam without a chaperone present; (2) making inappropriate sexual comments
13 during the pelvic exam; and (3) having a student/intern relay incorrect test results.

14 233. Jane Doe A.S. has thus been damaged by Dr. Tyndall's and USC's
15 actions.

16 **11. Jane Doe A.F. (2003-2004)**

17 234. Jane Doe A.F. was a student at USC from August 2002 to May 2005. She
18 saw Dr. Tyndall at the student health center during the 2003-2004 school year for two
19 visits. At the time, Jane Doe A.F. had only been to one other gynecologist and her
20 visits with Tyndall were only the second or third time she had ever had a gynecology
21 exam.

22 235. Jane Doe A.F. made an appointment at USC's Student Health Center due
23 to vaginal concerns. During the interview, Dr. Tyndall asked Jane Doe A.F. detailed
24 questions about her relationships, how long she had been dating her boyfriend, and
25 how they met. Dr. Tyndall then made inappropriate comments about Jane Doe A.F.'s
26 boyfriend being in the military and told her "you can't trust those people, they're
27 promiscuous and are known to have multiple partners." Dr. Tyndall continued to rant
28

1 to Jane Doe A.F. about military men and told her they are known to have a lot of
2 STDs and that she needed to be careful. Jane Doe A.F. felt extremely uncomfortable
3 with the conversation, but because she had little experience with the gynecologist, she
4 did not know the degree to which it was abnormal and inappropriate.

5 236. For the examination, Dr. Tyndall instructed Jane Doe A.F. to fully
6 undress, which made her uncomfortable because she did not understand why she
7 needed to remove her top.

8 237. Dr. Tyndall was very rough during the pelvic exam, causing Jane Doe
9 A.F. physical pain. He forcefully shoved the speculum inside her and commented that
10 she was “very tight.” This comment made Jane Doe A.F. even more uncomfortable,
11 and her body became tense. In response, Dr. Tyndall barked at Jane Doe A.F. to
12 “relax,” “stop moving,” and “keep your legs open.” Jane Doe A.F. wanted the whole
13 thing to be over with.

14 238. Dr. Tyndall diagnosed Jane Doe A.F. with a vaginal infection, prescribed
15 antibiotics, and instructed Jane Doe A.F. to make a follow-up appointment with him.
16 At the follow-up appointment, Dr. Tyndall told Jane Doe A.F. “congratulations” and
17 that her STD tests had come back negative. His statements at first made her feel
18 ashamed, then later angry about how he informed her. Jane Doe A.F. did not even
19 know that she was being tested for STDs during her initial appointment.

20 239. Jane Doe A.F. resolved to never see Dr. Tyndall again because it was
21 such a horrible experience. For a period of several years she avoided going to see a
22 gynecologist altogether. And, although she now has a gynecologist who is
23 professional, gentle, and patient, she still feels uneasy and anxious because of how she
24 was treated by Dr. Tyndall.

25 240. Jane Doe A.F.’s experience with Dr. Tyndall also had an effect on her
26 sexual relationship as there was a period where she was not interested in sex which
27 caused turmoil in her relationship.
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1 241. When Jane Doe A.F. first saw the televised media report about Dr.
2 Tyndall, on *Inside Edition*, she froze and tears welled up in her eyes. She feels
3 extremely violated and distressed and is upset by the way USC handled the situation.

4 242. Dr. Tyndall violated the standard of care by, *inter alia*: (1) making
5 inappropriate comments to Jane Doe A.F. both before and during the pelvic exam; (2)
6 instructing Jane Doe A.F. to fully undress for a pelvic exam; (3) making inappropriate
7 sexual comments during the pelvic exam; and (4) making inappropriate comments
8 while delivering test results.

9 243. Jane Doe A.F. has thus been damaged by USC's and Dr. Tyndall's
10 actions.

11 **12. Joyce Sutedja (2003-2005)**

12 244. Joyce Sutedja, M.D. was examined by Dr. Tyndall on one occasion
13 between 2003 and 2005, during her freshman or sophomore year at USC. She had
14 been having abnormal periods, so she scheduled an appointment for an evaluation with
15 Dr. Tyndall.

16 245. At the time, Dr. Sutedja was 17 or 18 years old, and she had very little
17 experience with visiting a gynecologist. She had never had sexual intercourse. She did
18 not know the normal procedures for a pelvic exam, so she had no way of knowing
19 whether Dr. Tyndall's methods were improper.

20 246. While Dr. Tyndall was examining Dr. Sutedja, who was gowned and had
21 her legs spread, he looked her in the eye and told her that she had "a beautiful face"
22 and that she "should be a model." Dr. Sutedja immediately felt unsafe and vulnerable.

23 247. After the exam was over, Dr. Sutedja met with Dr. Tyndall alone in his
24 office. There, he told her that his wife is Filipino and that he had gone to medical
25 school in the Philippines. She became very uncomfortable. She did not understand
26 why the doctor would share information about his personal life during their
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1 conversation. Dr. Sutedja suspected that Dr. Tyndall was trying to somehow appeal to
2 her Indonesian heritage, and she found his comments invasive and offensive.

3 248. Dr. Tyndall also gave Dr. Sutedja unsolicited advice about sex. But rather
4 than advice about preventing pregnancy and STDs, which OB/GYNs regularly provide
5 when asked, Dr. Tyndall gave Dr. Sutedja advice about sexual positions. He told her
6 to make sure that she used lubricant for her “first time,” because otherwise it would
7 hurt. He said that her partner, on the other hand, would like having sex with her very
8 much. He also told her about different sexual positions that he thought she might find
9 comfortable or pleasurable. Dr. Sutedja felt extremely uncomfortable, but because of
10 her lack of experience, she did not know that it was abnormal for OB/GYNs to
11 provide sex advice. Still, in her gut, something felt very wrong.

12 249. Dr. Tyndall only prescribed several months’ worth of oral contraceptives
13 for Dr. Sutedja’s irregular periods, which required her to return several months later to
14 have her prescription refilled. When Dr. Sutedja returned to the USC student health
15 center for her refill, she saw a female OB/GYN who prescribed her a years’ worth of
16 birth control. It struck her at the time that it was much easier to procure birth control
17 from the female doctor than it was with Dr. Tyndall. She did not know that doctors
18 were permitted to prescribe a year’s worth of birth control.

19 250. Dr. Sutedja confided in the female OB/GYN about her experience with
20 Dr. Tyndall. The doctor pressed her to file a complaint. But in the interim, Dr. Sutedja
21 had learned from a friend who worked at the USC student health center that the center
22 had already received numerous complaints about Dr. Tyndall and had done nothing.
23 She hoped that the female OB/GYN would take action against Dr. Tyndall on her
24 own.

25 251. Dr. Sutedja was unwilling to see a male OB/GYN for more than a decade
26 after her experience with Dr. Tyndall.

1 252. Dr. Sutedja is now a first-year resident (PGY-1) in the program in
2 Obstetrics & Gynecology at University of California, Irvine. She pursued a specialty
3 in OB, in part, because she wanted to help create a safe and professional environment
4 for women to receive vital health care services. She believes that having a profoundly
5 disturbing experience with Dr. Tyndall early on drove her to want to make a difference
6 for other women.

7 253. Now that she has been trained and has provided safe, professional, and
8 high-quality OB/GYN patient care, Dr. Sutedja looks back on her experience with Dr.
9 Tyndall with complete outrage. She now fully understands the position of privilege
10 and responsibility that OB/GYNs hold vis-à-vis their patients—especially young and
11 inexperienced patients. She knows that Dr. Tyndall's practices were not only
12 inappropriate, they were highly violative and abusive. And Dr. Sutedja now fully
13 comprehends the severity of USC's failure to protect their female students.

14 254. Dr. Tyndall violated the standard of care by, *inter alia*: (1) performing an
15 unnecessary pelvic exam; (2) making inappropriate comments during the pelvic exam;
16 (3) making inappropriate comments and providing unsolicited and inappropriate sex
17 advice after the pelvic exam; (4) and requiring Dr. Sutedja to return within months to
18 refill birth control prescription.

19 255. Dr. Sutedja has thus been damaged by USC's and Dr. Tyndall's actions.

20 **13. Jane Doe M.G. (2003-2007)**

21 256. Jane Doe M.G. attended USC as an undergraduate from 2003 to 2007,
22 and saw Dr. Tyndall for an appointment at the student health center one or two times
23 during that period.

24 257. Jane Doe M.G. always requested female practitioners to perform her pap
25 smears, but would see male doctors if she needed a prescription refilled or for non-
26 invasive issues.

1 258. During her appointment with Dr. Tyndall, he performed a whole body
2 mole scan. Jane Doe M.G. thought this was very unusual because she had not made
3 the appointment for a mole check, nor had concerns about her skin or any moles (of
4 which she had very few), and she knew that he was not a dermatologist.

5 259. Dr. Tyndall inspected every inch of her body and took an extremely long
6 time, which made Jane Doe M.G. uncomfortable. She could not understand why he
7 was inspecting her skin on every inch of her body so closely given her lack of moles.
8 However, there was a female attendant in the room, which made this uncomfortable
9 experience seem like it was standard procedure.

10 260. Without performing any medical tests, Dr. Tyndall told Jane Doe M.G.
11 she “likely had PCOS.” According to the Mayo Clinic: “Polycystic ovary syndrome
12 (PCOS) is a hormonal disorder common among women of reproductive age. Women
13 with PCOS may have infrequent or prolonged menstrual periods or excess male
14 hormone (androgen) levels. The ovaries may develop numerous small collections of
15 fluid (follicles) and fail to regularly release eggs.”

16 261. Dr. Tyndall’s offhand comment caused Jane Doe M.G. mental distress for
17 many years. When Jane Doe M.G. raised Dr. Tyndall’s “diagnosis” to her later
18 OB/GYNs, they were shocked to hear that a doctor would say a patient had PCOS
19 without any medical proof (and confirmed that she does not have this disorder).

20 262. Since that time and as a result of the distress Dr. Tyndall (and USC)
21 caused, Jane Doe M.G. has always seen female physicians for her gynecological
22 needs.

23 263. On or about May 15, 2018, Jane Doe M.G. read the articles that disclosed
24 Tyndall’s wrongdoing. Jane Doe M.G. was disturbed and upset that she had been used
25 by Dr. Tyndall for his sexual gratification—and that USC let Dr. Tyndall use her and
26 others for a sexual purpose over such a long period of time.

1 264. Dr. Tyndall violated the standard of care by, *inter alia*: (1) performing a
2 mole check that was not requested; (2) drawing out the inspection of Jane Doe M.G.'s
3 body; and (3) improperly diagnosing Jane Doe M.G. with PCOS after failing to
4 perform any medical tests.

5 265. Jane Doe M.G. has thus been damaged by USC's and Dr. Tyndall's
6 actions.

7 **14. Jane Doe D.D. (2005-2006)**

8 266. Jane Doe D.D. was a student at USC from 2004 to 2009.

9 267. In or about 2005, Jane Doe D.D. made an appointment for a pap smear
10 and pelvic exam at the USC student health center. It was Jane Doe D.D.'s first ever
11 visit to the OB/GYN.

12 268. Dr. Tyndall first performed an external exam on Jane Doe D.D. while
13 there was no chaperone in the room.

14 269. While Dr. Tyndall was examining Jane Doe D.D.'s breasts, Jane Doe
15 D.D. noticed that he was not doing it in a way that seemed clinical, as opposed to what
16 she eventually saw other doctors do in the years after this first gynecological visit.
17 Specifically, he did not examine her breasts quickly in a padding motion with his
18 closed fingertips. Instead, Jane Doe D.D. felt as though Dr. Tyndall was fondling her
19 breasts by feeling them for a long time.

20 270. After Dr. Tyndall had his hands on Jane Doe D.D.'s naked breasts, he
21 commented "mmm, very perky." Jane Doe D.D. became very nervous, but she tried to
22 remain calm and brush off the comment.

23 271. Then, Dr. Tyndall checked Jane Doe D.D.'s skin, which required her to
24 lay down in front of him with her shirt off. He looked her up and down and
25 commented that she was in great shape.

26 272. While he was examining her, Dr. Tyndall mentioned his wife and pointed
27 to his desk, mentioning that he had a photo of her there. At that moment, Jane Doe
28

1 D.D. felt relieved because up until that point it had seemed to her as though Dr.
2 Tyndall was sexualizing her.

3 273. Before Dr. Tyndall performed the pap smear and pelvic exam, a
4 chaperone came into the room.

5 274. Dr. Tyndall put gloves on and informed Jane Doe D.D. that he was going
6 to insert two fingers into her vagina to help the speculum fit in. He then inserted two
7 fingers into Jane Doe D.D.'s vagina and said that he was going to check the strength
8 of Jane Doe D.D.'s pelvic floor.

9 275. Dr. Tyndall then moved his fingers back and forth three times fast while
10 they were inside of Jane Doe D.D. He said to Jane Doe D.D., "you have a very strong
11 muscle there. You must be a runner." Jane Doe D.D. laughed nervously and said, "no
12 I'm a swimmer." Jane Doe D.D. again felt nervous, but she tried to reassure herself
13 that maybe Dr. Tyndall was simply stating a fact. She told herself that his actions were
14 normal, even though it did not feel normal.

15 276. Toward the end of the exam, Dr. Tyndall asked Jane Doe D.D. if she
16 would mind if he used a camera. He held up the small camera to show her, and he said
17 that using it would help them to see any sexually-transmitted diseases or any irregular
18 tissue. Dr. Tyndall presented the camera in a way that made it seem as though it was
19 not required. Instead, he encouraged Jane Doe D.D. to allow him to use the camera in
20 a friendly, nonchalant tone. At the time, Jane Doe D.D. was sexually active and had a
21 legitimate fear of contracting sexually-transmitted diseases. She agreed because she
22 wanted to do anything she could to increase her chances of detection in the event that
23 she actually had an STD.

24 277. Dr. Tyndall never showed Jane Doe D.D. the camera footage.

25 278. As Jane Doe D.D. lay on the examination table with her legs spread, she
26 realized that Dr. Tyndall was looking at her vagina for a very long time. While staring
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1 at her vagina, the doctor said, "It's clean, very clean, you're very clean." Jane Doe
2 D.D. felt very embarrassed and uncomfortable.

3 279. Jane Doe D.D. thought that Dr. Tyndall's procedures and comments were
4 inappropriate and intrusive. However, because there was a chaperone in the room, and
5 Jane Doe D.D. had not been examined by a gynecologist before, she reassured herself
6 that everything must be normal.

7 280. Jane Doe D.D. left the appointment feeling very uneasy. Several days
8 later, Dr. Tyndall left her a voicemail with the results of her examination, which she
9 did not return.

10 281. Jane Doe D.D. felt violated by Dr. Tyndall's comments and procedures.

11 282. Jane Doe D.D. later saw a female physician for a pelvic exam and pap
12 smear at the USC student health center. The female doctor acted professionally, and
13 Jane Doe D.D. felt comfortable.

14 283. Jane Doe D.D. has suffered emotional distress as a result of Dr. Tyndall's
15 treatment, and is upset that neither USC nor the chaperones stopped him.

16 284. Dr. Tyndall violated the standard of care by, *inter alia*: (1) improperly
17 examining Jane Doe D.D.'s breasts and skin; (2) making inappropriate comments
18 during the breast and skin examinations; (3) unnecessary digital penetration prior to
19 inserting the speculum; (4) inappropriate comments during digital penetration and
20 during examination; (5) unnecessary use of camera during pelvic exam;

21 285. Jane Doe D. D. has thus been damaged by USC's and Dr. Tyndall's
22 actions.

23 **15. Jane Doe M.D. (2006)**

24 286. Jane Doe M.D. attended USC from 2004-2007 for her undergraduate
25 degree in communications. She is currently a graduate student at USC.

26 287. In or about the winter or spring of 2006, Jane Doe M.D. saw Dr. Tyndall
27 for a routine exam. She had recently had sexual intercourse for the first time, so she
28

1 wanted to make sure that she was healthy and safe. At the time, she had only
2 experienced a pelvic exam once before.

3 288. Jane Doe M.D. originally scheduled her appointment with a female
4 OB/GYN, but she had to reschedule her appointment. When she rescheduled, Dr.
5 Tyndall was the only doctor available for her preferred time. She expressed concern to
6 the USC student health center about seeing a male OB/GYN, but she was told not to
7 worry because a woman would be in the exam room the whole time.

8 289. There was in fact a female chaperone in the room during Jane Doe
9 M.D.'s exam with Dr. Tyndall.

10 290. Once Jane Doe M.D. was gowned and her legs were spread on the
11 examination table, Dr. Tyndall digitally penetrated her. He did not explain what he
12 was doing or why his fingers were inside of her.

13 291. While his fingers were inside of her, he asked looked at her face and said:
14 "So you're Filipino, huh?" Jane Doe M.D. was taken aback. She thought it was
15 extremely strange for the doctor to inquire about her ethnicity—especially while she
16 was in such a vulnerable position.

17 292. Jane Doe M.D. answered that she was, indeed, Filipino. Dr. Tyndall then
18 told her that his wife is Filipino, and that she reminded him of his wife. This made
19 Jane Doe M.D. feel unsafe and violated. She felt that Dr. Tyndall comparing her to his
20 wife was extremely inappropriate, especially while his fingers were inside of her on
21 the examination table.

22 293. Jane Doe M.D. left the examination feeling extremely uncomfortable and
23 violated. She could not believe that a male OB/GYN would compare her to his wife
24 while he was examining her. She never returned to Dr. Tyndall.

25 294. Because she had very little prior experience with OB/GYNs, Jane Doe
26 M.D. did not know at the time that Dr. Tyndall's method of inserting his fingers into
27 her was not normal. But his comments did cause her to feel very uncomfortable.
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1 295. Jane Doe M.D. worried that she was “over thinking” things, and that she
2 just did not “have it in her” to see a male OB/GYN. In the end, she tried her best to
3 move forward and forget the experience.

4 296. Jane Doe M.D. has seen other OB/GYNs over the years. The first time
5 she saw another OB/GYN—about a year after her experience with Dr. Tyndall—she
6 was taken aback by how professional and comfortable her experience was.

7 297. Years later, Jane Doe M.D. visited a male OB/GYN again, this time to
8 have an IUD inserted. On that occasion the doctor was very professional, and she felt
9 comfortable throughout the appointment.

10 298. When Jane Doe M.D. first heard reports that Dr. Tyndall had abused
11 many women, she immediately remembered being examined by him. That day, she
12 told her colleague about her experience.

13 299. Later, when Jane Doe M.D. read *the L.A. Times*’ report about Dr.
14 Tyndall, she was horrified to read that others were echoing her story. The memories—
15 and the knowledge that Dr. Tyndall abused so many women over the years—have
16 caused Jane Doe M.D. severe distress.

17 300. Jane Doe M.D. looks back on the appointment with Dr. Tyndall—one of
18 her first experiences with an OB/GYN, and shortly after her first time having sexual
19 intercourse—as a traumatic event. She knows that the experience has negatively
20 affected her relationship and comfort level with doctors and with her own personal
21 health.

22 301. Jane Doe M.D. now works in media, so it is her practice and personal
23 habit to absorb news. With the story of Dr. Tyndall everywhere in the news media,
24 Jane Doe M.D. has been reliving the trauma of her experience with Dr. Tyndall, which
25 has caused her severe emotional distress.

1 302. Dr. Tyndall violated the standard of care by, *inter alia*: (1) inappropriate
2 comments during pelvic exam; (2) unnecessary digital penetration; (3) and failing to
3 advise and inform Jane Doe M.D. of the procedures being performed.

4 303. Jane Doe M.D. has thus been damaged by USC's and Dr. Tyndall's
5 actions.

6 **16. Jane Doe A.D. (2006)**

7 304. Jane Doe A.D. attended USC from 2005-2010. She saw Dr. Tyndall for
8 an examination in or about 2006, due to a concern regarding symptoms for a cold sore
9 on her lip and sought medication.

10 305. Dr. Tyndall performed a pelvic exam (even though she was there because
11 she had a cold sore on her lip). During the exam, he made the comment that she was
12 "very tight." The comment made Jane Doe A.D. feel weird but, because of her age and
13 inexperience, she did not really know how inappropriate it was at the time. She later
14 told a friend about it, and the friend explained to her the sexual connotation associated
15 with the comment.

16 306. Jane Doe A.D. avoided going to the gynecologist after that. During the
17 time she was not seeing a gynecologist, she developed two vaginal infections. She
18 finally went to Planned Parenthood to get an exam and was prescribed medications.
19 However, Jane Doe A.D. has been extremely susceptible to vaginal infections ever
20 since.

21 307. When Jane Doe A.D. heard about the accounts of other women in his
22 care, she realized she had not been a victim of an isolated occurrence, but rather the
23 victim of a series of abuses. She is upset and feels betrayed that USC allowed this to
24 happen to her and so many other women.

25 308. Jane Doe A.D. recently requested the medical records from her visit with
26 Dr. Tyndall and was shocked to read in Dr. Tyndall's notes a comment that she "said
27 she can have orgasms with clitoral stimulation but not vaginal intercourse." Jane Doe
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1 A.D. never discussed orgasms with Dr. Tyndall during the appointment. She is
2 extremely embarrassed that this information was included in her medical record
3 because other doctors would presumably review Dr. Tyndall's record as part of her
4 medical history.

5 309. Dr. Tyndall violated the standard of care by, *inter alia*: (1) performing an
6 unnecessary pelvic exam; (2) making inappropriate sexual comments during the pelvic
7 exam; and (3) providing incorrect/false information in Jane Doe A.D.'s medical
8 record.

9 310. Jane Doe A.D. has thus been damaged by Dr. Tyndall's and USC's
10 actions.

11 **17. Jane Doe K.Y. (2007-2011)**

12 311. In or about 2007, Jane Doe K.Y. was enrolled as a film student at USC.
13 At the time, the USC film school was across the street from the USC student health
14 center. Jane Doe K.Y. worked hard to pay her way through film school.

15 312. Jane Doe K.Y. is a Chinese immigrant, has a spinal muscle atrophy
16 condition, and uses a wheelchair to get around. Jane Doe K.Y. distrusts doctors and
17 generally feels vulnerable around them.

18 313. Dr. Tyndall was the first OB/GYN Jane Doe K.Y. ever saw. She made an
19 appointment at the U.S.C medical center to see Dr. Tyndall for a routine pelvic exam
20 and to get birth control.

21 314. Dr. Tyndall required Jane Doe K.Y. see him multiple times per year to
22 procure birth control refills. At that time, she was using a NuvaRing.

23 315. To the best of her recollection, Jane Doe K.Y. saw Dr. Tyndall 5-10 times
24 during her time as a student at USC, and he gave her a pelvic exam 3 or 4 times.

25 316. During each exam, Dr. Tyndall digitally penetrated Jane Doe K.Y. and
26 moved his fingers around inside of her. At the time, Jane Doe K.Y. felt uncomfortable,
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1 but because this was her first experience with an OB/GYN, she did not know that his
2 methods were abnormal and inappropriate.

3 317. Jane Doe K.Y. recalls that there was a chaperone in the room for her first
4 pelvic exam, but she does not recall a chaperone being present for her subsequent
5 pelvic exams.

6 318. On visits when Dr. Tyndall only met with Jane Doe K.Y. but did not
7 examine her, he asked her invasive questions about her sexual history and proclivities,
8 and he complimented her on her skin.

9 319. During their conversations, Dr. Tyndall mentioned to Jane Doe K.Y. that
10 his wife was Asian. The conversation about Dr. Tyndall's wife's ethnicity made Jane
11 Doe K.Y. extremely uncomfortable. Jane Doe K.Y. felt that Dr. Tyndall was sharing
12 unnecessary personal information, and she did not understand why. In hindsight, she
13 suspects that he was trying to relate to her as a Chinese immigrant.

14 320. After graduation, Jane Doe K.Y. saw a new OB/GYN one time because
15 she wanted to change birth control methods. Although she felt more comfortable with
16 this doctor, the experience with Dr. Tyndall made her decide to stop scheduling
17 regular visits to the OB/GYN.

18 321. Jane Doe K.Y. did not see an OB/GYN from 2011 until 2017 because her
19 experience with Dr. Tyndall had left her traumatized. It was not until she was very
20 overdue for a checkup that she forced herself to schedule a visit.

21 322. Jane Doe K.Y. stopped going to the OB/GYN because the visits with Dr.
22 Tyndall had been distressing. But because she had not seen other OB/GYNs, she did
23 not know that Dr. Tyndall's examinations were improper until she read about them in
24 the *L.A. Times*. She is very upset and disturbed to learn that she was violated in this
25 way. She feels angry and betrayed that USC—an institution she made a great financial
26 sacrifice to attend—allowed this to happen to her.

1 323. Dr. Tyndall violated the standard of care by, *inter alia*: (1) requiring Jane
2 Doe K.Y. to return multiple times per year to procure birth control; (2) performing
3 unnecessary multiple pelvic exams over a short period of time; (3) improper digital
4 penetration; (4) performing pelvic exams without a chaperon present; (4) making
5 inappropriate comments during appointments; and (4) asking inappropriate questions
6 when taking Jane Doe K.Y.'s social and sexual history.

7 324. Jane Doe K.Y. has thus been damaged by USC's and Dr. Tyndall's
8 actions.

9 **18. Meggie Kwait (2008)**

10 325. In 2008, Meggie Kwait was an undergraduate student at USC. She made
11 an appointment at the student health center with Dr. Tyndall because she was
12 concerned about some unusual vaginal bleeding.

13 326. During the physical examination, Dr. Tyndall proceeded to examine her
14 vagina. Throughout the examination, he kept talking about very personal things. Dr.
15 Tyndall seemed fixated on Ms. Kwait's weight and the fact that she had engaged in
16 sexual encounters with both men and women.

17 327. Dr. Tyndall insisted on calling her "a virgin" because "let's be honest: no
18 penis, no sex." At one point, without consulting Ms. Kwait, he made a telephone call,
19 presumably to a colleague, to express his amazement that an insurance company "had
20 made a virgin have a pelvic exam."

21 328. While penetrating Ms. Kwait with his fingers, Dr. Tyndall said, "I bet
22 you're pretty used to this."

23 329. Dr. Tyndall urged Ms. Kwait to lose weight and told her if she became
24 skinnier, she could probably "get a guy instead of a girlfriend."

25 330. During a breast exam, he called her breasts "lovely" and "very
26 symmetrical for their size" and handled them roughly. Throughout the appointment,
27 Dr. Tyndall did not communicate what he was doing or why. At the conclusion of the
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1 appointment, he ridiculed Ms. Kwait for her concern over the bleeding and said that
2 she had wasted his time.

3 331. Dr. Tyndall's comments made Ms. Kwait extremely upset and
4 uncomfortable. She left the appointment with Dr. Tyndall in tears and did not return to
5 the USC student health center for gynecological issues.

6 332. Ms. Kwait filled out a Health Center comment card as she left the
7 appointment. Ms. Kwait described Dr. Tyndall's inappropriate comments and
8 demeanor but never received any response from USC.

9 333. When Ms. Kwait read the news about Dr. Tyndall, she felt horrible that
10 she had not elevated her complaint. Dr. Tyndall's conduct made her feel humiliated,
11 demeaned, and violated, and USC's failure to protect her and other students has
12 caused her additional distress.

13 334. Dr. Tyndall violated the standard of care by, *inter alia*: (1) making
14 inappropriate comments during physical examination; (2) making a telephone call
15 during the examination and discussing Ms. Kwait's sexual history medical care during
16 the call; (3) improperly examining Ms. Kwait's breasts; (4) making inappropriate
17 comments during the breast exam; (5) failing to perform proper testing to determine
18 the cause of improper bleeding.

19 335. Ms. Kwait has thus been damaged by Dr. Tyndall's and USC's actions.

20 **19. Jane Doe M.M. (2008)**

21 336. In or about 2008, Jane Doe M.M. was studying cinema as an
22 undergraduate at USC. She made an appointment at the USC student health center
23 with Dr. Tyndall because she suspected that she had a urinary tract infection.

24 337. Before meeting with Dr. Tyndall, Jane Doe M.M. gave a urine sample to
25 a nurse.

26 338. When she arrived at her appointment, Jane Doe M.M. met with Dr.
27 Tyndall at his desk, which was separated from the examination area by a curtain. As
28

1 they talked, Dr. Tyndall showed Jane Doe M.M. a photo of his wife. Jane Doe M.M.
2 had not asked him about his wife or asked to see a photo. When she viewed the photo,
3 it occurred to Jane Doe M.M. that the wife looked quite a bit younger. Then Dr.
4 Tyndall also brought up Lady Gaga, which made Jane Doe M.M. feel awkward. She
5 suspected that Dr. Tyndall was trying to relate to her. Jane Doe M.M. felt put off that
6 Dr. Tyndall had shared unnecessary information about his personal life.

7 339. Dr. Tyndall then did an external exam with Jane Doe M.M. partially
8 undressed. As Dr. Tyndall pressed on Jane Doe M.M.'s bare abdomen to feel for any
9 pain, he declared that her "abs" felt very strong and asked if she was a runner.

10 340. Jane Doe M.M. recalled other doctors asking if she was a runner, but they
11 had always asked while checking her blood pressure or other vitals, and she had
12 always been fully clothed. This time, the question felt different, and inappropriate.

13 341. Jane Doe M.M. began to feel extremely tense and nervous. She was
14 already very uncomfortable because Dr. Tyndall had tried to engage her in a personal
15 conversation about his wife and Lady Gaga. Dr. Tyndall's comments about her body
16 compounded Jane Doe M.M.'s uneasy feeling.

17 342. Jane Doe M.M. left the appointment feeling distraught and
18 uncomfortable. She made a note never to see Dr. Tyndall again.

19 343. After reading the reporting about Dr. Tyndall in the *Los Angeles Times*,
20 Jane Doe M.M. realized that her distress during her visit to the student health center
21 was valid. She is upset that USC failed to provide her and other female students with
22 safe, appropriate, and professional health care.

23 344. Dr. Tyndall violated the standard of care by, *inter alia*: (1) inappropriate
24 comments during appointment; (2) performing an unnecessary examination of Jane
25 Doe M.M.'s body while she was partially undressed; and (3) inappropriate comments
26 during examination.

1 345. Jane Doe M.M. has thus been damaged by Dr. Tyndall's and USC's
2 actions.

3 **20. Jane Doe P.A. (2008)**

4 346. Jane Doe P.A. attended USC 2006-2011. In 2008, she made an
5 appointment at the USC student health center with the only gynecologist available.

6 347. When Jane Doe P.A. arrived for her appointment, Dr. Tyndall told her to
7 get completely undressed and put on a gown. Although Jane Doe P.A. did not
8 understand why she needed to completely undress for the procedure she was having,
9 she followed the doctor's instructions and took off all of her clothes.

10 348. Before Dr. Tyndall performed the procedure, a chaperone came into the
11 room.

12 349. Dr. Tyndall made comments that Jane Doe P.A. found inappropriate and
13 unprofessional. As Jane Doe P.A. lay on the examination table, naked but for the
14 gown, with her legs in elevated stirrups, Dr. Tyndall commented that she was very
15 beautiful and that she had probably had sex with a lot of people.

16 350. After the procedure was over, Dr. Tindall told her he needed to do an
17 internal exam. He then examined Jane Doe P.A. with his fingers. Dr. Tyndall did not
18 explain to Jane Doe P.A. why he needed to feel around inside of her vagina or what he
19 was looking for during the pelvic exam.

20 351. It seemed to Jane Doe P.A. as though the pelvic exam lasted a very long
21 time, making her uncomfortable. Worse, Dr. Tyndall leaned forward during the pelvic
22 exam so that his face was very close to Jane Doe P.A.'s face.

23 352. Jane Doe P.A. thought that Dr. Tyndall's procedures and comments were
24 inappropriate and intrusive. However, because there was a chaperone in the room, and
25 Jane Doe P.A. had not been to see a male gynecologist before, she reassured herself
26 that everything must be normal.

1 353. Jane Doe P.A. told her friends how creepy Dr. Tyndall was. For the
2 reminder of her time at USC, Jane Doe P.A. avoided seeing Dr. Tyndall. She recalls
3 that there was one other OB/GYN providing women's healthcare at USC. Her
4 appointment slots were always full and it was extremely difficult to book an
5 appointment with her. However, Jane Doe P.A. would wait for an appointment with
6 the other OB/GYN because she did not feel comfortable seeing Dr. Tyndall.

7 354. Jane Doe P.A. has suffered emotional distress as a result of Dr. Tyndall's
8 treatment, and is upset that neither USC nor the chaperones stopped him. Since that
9 time and as a result of the distress, Jane Doe P.A. has only agreed to see female
10 gynecologists.

11 355. Jane Doe P.A. looks back on her experience with Dr. Tyndall with
12 disgust. Recent revelations about the extent of his abuse of female students has caused
13 Jane Doe P.A. emotional distress. They have caused her to relive her appointment with
14 Dr. Tyndall and has made her extremely angry with USC.

15 356. When Jane Doe P.A. first heard reports that Dr. Tyndall had abused many
16 women, she felt validated in her experiences. She is upset and feels betrayed that USC
17 allowed this to happen to her and so many other women.

18 357. Dr. Tyndall violated the standard of care by, *inter alia*: (1) inappropriate
19 comments during appointment; (2) unnecessary digital penetration; (3) and failing to
20 advise and inform Jane Doe P.A. of the procedures being performed.

21 358. Jane Doe P.A. has thus been damaged by Dr. Tyndall's and USC's
22 actions.

23 **21. Jane Doe S.A. (2008)**

24 359. Jane Doe S.A. made an appointment with Dr. Tyndall in or about spring
25 of 2008. The doctor she regularly saw for women's health care at the student health
26 center was out of town. Jane Doe S.A. made the appointment with Dr. Tyndall
27 because she was having vaginal discomfort and needed to see someone right away.
28

1 360. Dr. Tyndall performed a pelvic exam on Jane Doe S.A. There was a
2 chaperone in the room during the exam.

3 361. As Jane Doe S.A. was laying on the exam table, undressed from the waist
4 down with her legs spread, Dr. Tyndall tapped on her labia several times with four
5 fingers. "That's nice," he said, and then asked Jane Doe S.A. if she had had laser hair
6 removal. Jane Doe S.A. panicked. She tried to make eye contact with the chaperone,
7 but the chaperone avoided her gaze. When she realized that the chaperone was going
8 to do nothing to help her, Jane Doe S.A. replied uncomfortably, "no, I just had a wax."

9 362. After her examination by Dr. Tyndall, Jane Doe S.A. felt physically ill
10 and violated. For months, she replayed the incident in her mind and felt humiliated for
11 being touched by Dr. Tyndall and ashamed for not confronting him. She resolved
12 never to see Dr. Tyndall again.

13 363. Jane Doe S.A. later reported the incident to her regular gynecologist at
14 the student health center, who did not seem surprised. The doctor strongly encouraged
15 Jane Doe S.A. to file a complaint with the health center.

16 364. Jane Doe S.A. wrote a letter of complaint to Dr. Lawrence Neinstein, the
17 executive director of the student health center at the time. She received an email back
18 from Dr. Neinstein, thanking her for bringing it to his attention and assuring her that
19 the health center would address her complaint.

20 365. When Jane Doe S.A. read news reports of Dr. Tyndall in May 2018, she
21 understood that USC had done nothing about her complaint.

22 366. Ten years after Dr. Tyndall's violative examination, Jane Doe S.A. still
23 feels physically ill when recounting the details of the incident. She is fearful of male
24 gynecologists and has not seen one since that day. She has experienced emotional
25 distress both because of Dr. Tyndall's inappropriate behavior toward her, and also
26 because of USC's inaction. She is outraged that USC allowed Dr. Tyndall to abuse
27 women for nearly a decade after she submitted her complaint.
28

1 367. Dr. Tyndall violated the standard of care by, *inter alia*: (1) making
2 inappropriate sexual comments during the pelvic exam; and (2) touching Jane Doe
3 S.A. inappropriately during the pelvic exam.

4 368. Jane Doe S.A. has thus been damaged by USC's and Dr. Tyndall's
5 actions.

6 **22. Jane Doe L.R. (2008)**

7 369. In 2008, Jane Doe L.R. was studying for her master's degree in higher
8 education at USC. She was 25 years old.

9 370. In or about December of 2008, Jane Doe L.R. visited the student health
10 center for a routine pelvic exam with Dr. Tyndall.

11 371. When Jane Doe L.R. entered the exam room, she immediately felt uneasy
12 and different than she had previously felt in other gynecologists' offices. She noticed
13 that there were no medical instruments on the table. The exam room did not feel
14 appropriately clinical.

15 372. Dr. Tyndall used his fingers to examine Jane Doe L.R. During the exam,
16 while his fingers were inside of Jane Doe L.R., Dr. Tyndall said, "oh you're very
17 small," in apparent reference to Jane Doe L.R.'s vagina.

18 373. During the examination, while Jane Doe L.R. was unclothed, Dr. Tyndall
19 began asking her questions about her sexual activity. His questions went beyond the
20 scope of whether or not she was sexually active—he wanted her to describe her
21 activity. Jane Doe L.R. felt very uncomfortable, but she did not feel that she was at
22 liberty to refuse to answer the questions.

23 374. Jane Doe L.R. told Dr. Tyndall that she was sexually active with her
24 boyfriend, to which Dr. Tyndall replied something to the effect of "what a lucky guy."
25 During the course of their conversation, Dr. Tyndall made jokes about Jane Doe L.R.'s
26 sexual activity.

1 375. While she was unclothed, laying on the examination table, enduring Dr.
2 Tyndall's grossly inappropriate questions and comments, Jane Doe L.R. felt like she
3 went into shock. In order to get through the examination, she stared at a fly that was
4 buzzing around the room. She concentrated on the fly in an effort to block out the
5 shame, humiliation, and panic that she was feeling.

6 376. After the appointment, Jane Doe L.R. walked back to her dorm room. At
7 the time, it was winter recess, and the whole campus was empty. She remembers
8 feeling very depressed, alone, and regretful, as if she was doing a "walk of shame."

9 377. Jane Doe L.R. did not see a gynecologist for the remainder of her time at
10 USC. She has made a point to see only female gynecologists ever since her
11 appointment with Dr. Tyndall.

12 378. In the months following the appointment with Dr. Tyndall, Jane Doe L.R.
13 experienced depression and anxiety for the first time and for which she sought
14 treatment.

15 379. After the incident, and during her time at USC, Jane Doe L.R. held a
16 graduate assistant position at a women's center, where she worked as an advocate for
17 victims of sexual abuse. She now holds an administrative position at a college in
18 which she deals specifically with campus sexual assault. Looking back, Jane Doe L.R.
19 believes that her professional choices were guided in part by her traumatic experience
20 with Dr. Tyndall.

21 380. Ever since Jane Doe L.R. saw Dr. Tyndall's face in media reports,
22 memories of her examination have come flooding back. She is re-living the trauma of
23 her examination with Dr. Tyndall and experiencing anger and emotional distress about
24 USC's failure to protect its female students over multiple decades.

25 381. Dr. Tyndall violated the standard of care by, *inter alia*: (1) conducting the
26 pelvic exam improperly; and (2) making inappropriate sexual comments during the
27 pelvic exam.
28

1 382. Jane Doe L.R. has thus been damaged by USC's and Dr. Tyndall's
2 actions.

3 **23. Jane Doe R.K. (2009)**

4 383. Jane Doe R.K. studied at USC from 2009 to 2012.

5 384. In 2009, Jane Doe R.K. scheduled an appointment with Dr. Tyndall. She
6 was 18 years old. She was considering becoming sexually active and wanted to
7 explore options for birth control. At the time, Jane Doe R.K. had never been to a
8 gynecologist.

9 385. When Jane Doe R.K. told Dr. Tyndall that she had never had sexual
10 intercourse before, he laughed and acted as though he did not believe her. She watched
11 him type into his notes something to the effect of "virgin supposedly suspecting initial
12 penetration." The phrasing made her feel belittled and embarrassed.

13 386. After a short conversation, Dr. Tyndall prescribed Jane Doe R.K. his
14 "favorite pill," which he claimed, "all [his] girls loved." He did not explain the
15 numerous options for birth control or their potential side effects. Jane Doe R.K. felt
16 confused, but she filled the prescription because she needed contraception.

17 387. Jane Doe R.K. returned to Dr. Tyndall several months later because her
18 period became irregular, and she suspected that it was because of the birth control. At
19 the second appointment, Dr. Tyndall recommended that Jane Doe R.K. have a pelvic
20 exam and STD testing. Jane Doe R.K. responded that she thought STD testing would
21 be unnecessary because she and her partner had never had sex with anyone aside from
22 each other. Dr. Tyndall replied sarcastically, saying something to the effect of "you
23 two are in college, sure you are only having sex with each other."

24 388. Dr. Tyndall did not address Jane Doe R.K.'s concerns about her irregular
25 period or the side effects of the birth control he had prescribed. Instead, he simply
26 prescribed a new pill.
27
28

1 389. After that appointment, Jane Doe R.K. decided never to see Dr. Tyndall
2 again. She felt disrespected, judged, and emotionally distressed.

3 390. Instead of receiving health care from Dr. Tyndall, Jane Doe R.K. would
4 drive an hour to see a gynecologist in her home town. Other doctors took her concerns
5 seriously and did not make jokes about her sex life. Unlike Dr. Tyndall, they explained
6 every exam and treatment and helped her find the contraceptive method that worked
7 best for her.

8 391. Jane Doe R.K. is outraged that USC allowed Dr. Tyndall to harass young
9 women like herself for decades. She feels that Dr. Tyndall took advantage of her age
10 and inexperience, and that he belittled her for his own amusement and sexual
11 gratification.

12 392. Dr. Tyndall violated the standard of care by, *inter alia*: (1) including
13 inappropriate and embarrassing information in Jane Doe R.K.'s medical record; (2)
14 making inappropriate comments during appointments; (3) prescribing birth control
15 pills without discussing potential side effects and other options; (4) performing an
16 unnecessary pelvic exam; and (5) failing to conduct proper testing to determine why
17 Jane Doe R.K. was experiencing irregular periods.

18 393. Jane Doe R.K. has thus been damaged by USC's and Dr. Tyndall's
19 actions.

20 **24. Jane Doe H.R. (2010)**

21 394. Jane Doe. H.R. attended USC from 2010-2012. She was examined by Dr.
22 Tyndall on at least one occasion in or around 2010.

23 395. During the appointment, Jane Doe H.R. told Dr. Tyndall that she was
24 worried because she had been experiencing heavy periods and passing large blood
25 clots. In response, Dr. Tyndall asked Jane Doe H.R. to "bring in her blood clots" after
26 her next cycle.

1 396. When Jane Doe H.R. asked how she would do that, he told her to put
2 them in a Ziploc bag and bring it to him during her next appointment. In other words,
3 instead of offering medical advice or a diagnosis, or referring her to a specialist, Dr.
4 Tyndall made a highly inappropriate request. At the time, Jane Doe H.R. felt very
5 confused but believed it to be a legitimate request because it was coming from a USC-
6 employed doctor.

7 397. Dr. Tyndall made other comments Jane Doe H.R. found inappropriate
8 and unprofessional. He told her that he decided to be an OB/GYN because he realized
9 it was easier and paid more than his previous career.

10 398. Jane Doe H.R. does not recall a chaperone being present for her pelvic
11 exam.

12 399. After the appointment, Jane Doe H.R. decided not to follow through with
13 the request because she could not understand how to accomplish it and felt
14 embarrassed by the idea of bringing her menstrual blood to campus in a Ziploc bag.

15 400. Since her visit to Dr. Tyndall, Jane Doe H.R. has seen other OB/GYNs
16 who have offered sympathetic care for Jane Doe H.R.'s heavy and painful periods. On
17 one occasion, Jane Doe H.R. relayed the encounter and Dr. Tyndall's request to
18 another medical professional, who found it highly unusual.

19 401. Since her visit to Dr. Tyndall, Jane Doe H.R. has struggled with her
20 experiences as a patient of Dr. Tyndall, and believes that his conduct was
21 inappropriate and humiliating. She believes Dr. Tyndall abused his power as a medical
22 professional by making a completely inappropriate request seem legitimate.

23 402. When Jane Doe H.R. heard about the accounts of other women in his
24 care, she realized her experience was not an isolated incident but part of a pattern of
25 inappropriate behavior with patients.

26 403. Jane Doe H.R. has experienced feelings of humiliation and confusion
27 around her appointment with Dr. Tyndall. Jane Doe H.R. believes her ability to trust
28

1 doctors has been severely impacted, and that the quality of care provided to her may
2 suffer as a result. Jane Doe H.R. characterizes herself as an exceedingly trusting
3 person, and is crushed that her trust of people in general, and medical professionals in
4 particular, has been compromised by the actions of Dr. Tyndall and USC.

5 404. Dr. Tyndall violated the standard of care by, *inter alia*: (1) making
6 inappropriate and embarrassing comments the appointment; (2) performing a pelvic
7 exam without a chaperone present; and (3) failing to conduct proper testing to
8 determine why Jane Doe H.R. was experiencing heavy periods and passing large
9 blood clots.

10 405. Jane Doe H.R. has thus been damaged by Dr. Tyndall's and USC's
11 actions.

12 **25. Jane Doe 1HB (2010-2011)**

13 406. In or about 2010-2011, as a USC undergraduate studying theater at USC,
14 Jane Doe 1HB made an appointment for a pelvic exam at the USC student health
15 center because she was experiencing pain in her pelvic area.

16 407. Jane Doe 1HB knew that Dr. Tyndall was the only gynecologist on staff
17 at the USC student health center. Although she would have preferred to see a woman
18 doctor, she trusted USC to provide her with safe and professional care. Furthermore,
19 Jane Doe 1HB had received a pelvic exam from a male gynecologist prior to her visit
20 with Dr. Tyndall, and her experience had been comfortable and professional. She
21 expected to have the same experience with Dr. Tyndall.

22 408. Jane Doe 1HB entered Dr. Tyndall's examination room, where his desk
23 area was separated by a curtain. Dr. Tyndall asked Jane Doe 1HB why she was there,
24 and she responded that she was having pelvic pain. He asked her to go behind the
25 curtain and get undressed.

1 409. Jane Doe 1HB suddenly realized that there was no female chaperone in
2 the exam room, and she became tense. She asked for a woman to be present during her
3 exam. Dr. Tyndall obliged and brought in a female chaperone.

4 410. To begin the examination, while wearing her gown, Jane Doe 1HB laid
5 down on the table and spread her legs. Dr. Tyndall inserted his fingers into Jane Doe
6 1HB's vagina. While Dr. Tyndall's fingers were inside of her, he asked Jane Doe 1HB
7 if she knew how to orgasm.

8 411. Jane Doe 1HB became very uncomfortable as she wondered how the
9 question could possibly be relevant to her pelvic exam. She continued staring at the
10 ceiling and responded "yes."

11 412. With his fingers still inside of her, Dr. Tyndall responded that he was
12 glad Jane Doe 1HB knew how to orgasm, because most women did not. He stated that
13 most women have to be taught.

14 413. As the examination continued, Dr. Tyndall looked into Jane Doe 1HB's
15 vagina. He commented that her cervix looked bruised. Jane Doe 1HB became very
16 self-conscious because the doctor was looking into her most private areas and
17 commenting on their appearance.

18 414. After the examination was over, the female chaperone left the room. Dr.
19 Tyndall remained. Before Jane Doe 1HB had a chance to get dressed, Dr. Tyndall
20 asked if she was having a lot of "rough sex." Jane Doe 1HB was horrified. She said
21 no. Dr. Tyndall continued. He advised her to "stop having rough sex" on account of
22 her allegedly-bruised cervix.

23 415. Jane Doe 1HB left the appointment feeling distressed and violated. She
24 blamed herself for being "tricked" into seeing a male OB/GYN, and she vowed never
25 to return to Dr. Tyndall again.

1 416. Jane Doe 1HB experienced extreme emotional distress after the incident
2 with Dr. Tyndall. She felt a loss of agency around men. At times, Jane Doe 1HB has
3 felt nervous, awkward, and afraid to talk to men.

4 417. On multiple occasions after the incident with Dr. Tyndall, Jane Doe 1HB
5 has felt uncomfortable being sexually active, and has lacked the desire to have sex
6 with her male partners. Rather than having sex out of her own desire, as she did
7 before, she has often felt coerced into having sex with men. Jane Doe 1HB's
8 experience with Dr. Tyndall has severely impacted or destroyed the sexuality she
9 previously felt.

10 418. Jane Doe 1HB went back to an OB/GYN in 2013, and the experience was
11 very different. The doctor did not ask her any unnecessarily personal questions.

12 419. Recent media reports about Dr. Tyndall have brought back the guilt,
13 shame, and anger that Jane Doe 1HB experienced at the time. She feels very
14 embarrassed and distressed that she saw Tyndall, and she blames herself for expecting
15 that USC would protect her. People around Jane Doe 1HB have made jokes about Dr.
16 Tyndall since the media reports surfaced, making her feel like a terrible punchline that
17 must remain hidden. Jane Doe 1HB has thus been severely damaged by Dr. Tyndall's
18 and USC's actions.

19 420. Dr. Tyndall violated the standard of care by, *inter alia*: (1) remaining in
20 examination room while Jane Doe 1HB undressed and dressed; (2) acting
21 inappropriately during pelvic examination; making inappropriate sexual comments
22 during digital penetration; (3) making inappropriate sexual comments after
23 appointment was over and chaperone had left; and (4) failing to conduct proper testing
24 to determine why Jane Doe 1HB was experiencing pelvic pain.

25 421. Jane Doe 1HB has thus been damaged by Dr. Tyndall's and USC's
26 actions.

26. Jane Doe J.P. (2010-2011)

422. From 2009-2015, Jane Doe J.P. was a doctoral student in neuroscience at USC.

423. In or about 2010-2011, Jane Doe J.P. made an appointment with Dr. Tyndall to refill her birth control prescription.

424. At the time, she had been on the same birth control pill for about eight or nine years. She expected Dr. Tyndall to ask her a few questions and write her a prescription. She did not request, and did not expect, for him to perform a pelvic exam.

425. Dr. Tyndall did perform at pelvic exam without explaining why it was necessary. During the exam, while Jane Doe J.P. had her clothes off and Dr. Tyndall was touching her, he asked Jane Doe J.P. about her ethnic background. She told him that she is Korean-American. He responded, in a tone that made Jane Doe J.P. feel sexualized and objectified, that he loved Korean people and Korean culture.

426. Dr. Tyndall began telling Jane Doe J.P. that his wife is Filipino. Jane Doe J.P. felt deeply uncomfortable; she did not know why the doctor was telling her personal information during a pelvic exam. She feared that he was trying to communicate that he was attracted to Asian women.

427. There was no chaperone present. Jane Doe J.P. did not know that she could, or that she should, request a chaperone.

428. Jane Doe J.P. left the appointment feeling violated and uncomfortable. But she tried to tell herself she was overreacting. However, her feelings were validated when she described the appointment to her roommate. Her roommate was shocked and thought the doctor's behavior was highly inappropriate for a medical professional.

429. Jane Doe J.P. does not recall seeing the results of her pelvic exam.

430. For the remainder of her time at USC, Jane Doe J.P. avoided seeing Dr. Tyndall. But that made it difficult to get the care she needed. She recalls that there was

1 one other OB/GYN and a nurse practitioner providing women's health care at USC.
2 Their appointment slots were always full—it was extremely difficult to book an
3 appointment with either of them. However, Jane Doe J.P. would wait for an
4 appointment with one of the other providers because she did not feel comfortable
5 seeing Dr. Tyndall.

6 431. Jane Doe J.P. looks back on her experience with Dr. Tyndall with disgust.
7 Recent revelations about the extent of his abuse of female students at USC has caused
8 Jane Doe J.P. emotional distress. They have caused her to relive her appointment with
9 Dr. Tyndall and made her extremely angry with USC. She feels ashamed, and she has
10 a very difficult time talking about the incident.

11 432. Dr. Tyndall violated the standard of care by, *inter alia*: (1) performing an
12 unnecessary and improper pelvic exam; (2) performing the pelvic exam without a
13 chaperone present; and (3) making inappropriate comments during the pelvic exam.

14 433. Jane Doe J.P. has thus been damaged by Dr. Tyndall's and USC's
15 actions.

16 **27. Jane Doe 1LC (2010-2016)⁵⁸**

17 434. Jane Doe 1LC is and was a student enrolled at USC. Prior to her
18 enrollment at USC, Jane Doe 1LC had not had access to gynecological care. Upon
19 enrolling at USC, she scheduled an appointment at the USC student health center.
20 Following an initial visit with a different physician, she was scheduled with Dr.
21 Tyndall.

22 435. Jane Doe 1LC had approximately six appointments with Dr. Tyndall at
23 USC's facilities between 2010 and 2016. During each visit, Jane Doe 1LC was
24 subjected to sexual harassment and inappropriate touching during examinations as
25 well as inappropriate verbal comments on sexual issues.

27 ⁵⁸ Jane Doe 1 was named in a complaint filed by Lieff Cabraser and is called here
28 Jane Doe 1LC.

1 436. During at least one appointment, Dr. Tyndall groped Jane Doe 1LC's
2 breasts and failed to cover her with a hospital gown while performing a digital vaginal
3 examination. During the exam, Dr. Tyndall indicated that he had difficulty "inserting
4 [his] fingers" into her vagina and that she "must be an athlete" because she was
5 especially "tight."

6 437. Dr. Tyndall also pressured Jane Doe 1LC into agreeing to have a
7 Nexplanon contraceptive device implanted in her arm, even though she insisted to him
8 that she was not sexually active and had no need for contraception.

9 438. Further, during several appointments with Jane Doe 1LC, Dr. Tyndall
10 made inappropriate comments that had no legitimate medical purpose, including
11 references to the sexual activities of his other patients.

12 439. During one appointment Dr. Tyndall mentioned that many of his patients
13 (all students) were sexually active and one student would "go crazy if she didn't have
14 sex."

15 440. During another appointment Dr. Tyndall insisted on performing a full
16 vaginal exam even though the stated purpose of the appointment was a pap smear. Dr.
17 Tyndall refused to take the pap smear because he told Jane Doe 1LC it was too soon
18 and that she would need to obtain her medical records before he would take the pap
19 smear. Dr. Tyndall insisted on performing a vaginal exam even though Jane Doe 1LC
20 said she did not need one and it was not the purpose of the visit; Dr. Tyndall
21 responded that "You should have the vaginal exam since you are here." No nurse was
22 present because it was only scheduled as a pap smear.

23 441. During another appointment Dr. Tyndall mentioned the growing number
24 of school shootings and his concern that female students would be scantily clad during
25 summer and thus somehow provoke more shootings.

26 442. Dr. Tyndall's inappropriate physical "treatment" and verbal statements to
27 Jane Doe 1LC made her uncomfortable to the point of feeling violated.
28

1 443. Dr. Tyndall violated the standard of care by, *inter alia*: (1) performing
2 unnecessary pelvic exams; (2) performing pelvic exams without a chaperone present;
3 (3) making inappropriate comments during pelvic exams; (4) making inappropriate
4 sexual comments during appointments; and (5) unnecessarily implanting a Nexplanon
5 contraceptive device in Jane Doe 1LC's arm when it was not requested.

6 444. Jane 1LC has thus been damaged by Dr. Tyndall's and USC's actions.

7 **28. Jane Doe C.N. (2011)**

8 445. Jane Doe C.N. attended USC from August 2010 to May 2013. She made
9 an appointment with Dr. Tyndall at the USC student health center for a birth control
10 consultation on February 1, 2011.

11 446. When Jane Doe C.N. arrived for her appointment, Dr. Tyndall asked her
12 why she was there. She told him she needed to get her birth control prescription
13 refilled. Dr. Tyndall told Jane Doe C.N. that in order to get her prescription refilled,
14 she would need to have a pelvic exam. Jane Doe C.N. had not planned to get an
15 examination done. She had never had a pelvic exam before and did not know the
16 normal procedures for a pelvic exam, so she had no way of knowing whether Dr.
17 Tyndall's methods were improper.

18 447. Jane Doe C.N. noticed that Dr. Tyndall had numerous personal items in
19 the exam room, including photographs of his wife. Dr. Tyndall asked Jane Doe C.N.
20 where she was from and she told him she was from San Francisco. When Dr. Tyndall
21 pointed out that Jane Doe C.N. had dark skin, she realized he was asking about her
22 ethnic background.

23 448. Jane Doe C.N. told Dr. Tyndall that her father was from Vietnam. Dr.
24 Tyndall responded by describing the time he had spent in Vietnam. He repeatedly told
25 her how beautiful both the country and the people were. He questioned Jane Doe C.N.
26 as to why she never visited the country and continued to ask her questions about her
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1 knowledge of Vietnam. Jane Doe C.N. felt uncomfortable as it became very clear that
2 Dr. Tyndall was communicating to her that he was attracted to Asian women.

3 449. Dr. Tyndall told Jane Doe C.N. to get undressed and put on an
4 examination gown. He did not leave the room while she undressed.

5 450. Dr. Tyndall examined Jane Doe C.N. with his fingers. He forcefully
6 inserted one finger into her vagina and then inserted a second finger, causing extreme
7 pain. While he was examining her, he continued to talk about Asia. There was no
8 female chaperone or nurse in the room when Dr. Tyndall examined Jane Doe C.N.

9 451. Dr. Tyndall made other comments Jane Doe C.N. found inappropriate
10 and unprofessional. He commented on her body and told her she needed to exercise
11 regularly and recommended that she come back for a follow-up appointment. Jane
12 Doe C.N. left the appointment feeling distressed and violated.

13 452. The appointment was extremely uncomfortable and Jane Doe C.N. now
14 views the OB/GYN as a scary experience. Since that time and as a result of the
15 distress, Jane Doe C.N. has avoided going the OB/GYN. Jane Doe C.N. waited 18
16 months or longer to see another OB/GYN and has only agreed to see female
17 gynecologists since then.

18 453. When Jane Doe C.N. first heard reports that Dr. Tyndall had abused
19 many women, she immediately had a gut feeling that he was the same OB/GYN that
20 caused her such distress and requested her medical records for confirmation. The
21 distress she felt at the time of her examination came flooding back. She is upset and
22 feels betrayed that USC allowed this to happen to her and so many other women.

23 454. Jane Doe C.N. is extremely upset and distraught by the fact that Dr.
24 Tyndall's inappropriate behavior was allowed to go on for so long. She entrusted in
25 her university to provide health care that would not lead to the pain and discomfort
26 that she endured and will never forget.

1 455. Dr. Tyndall violated the standard of care by, *inter alia*: (1) performing an
2 improper and unnecessary pelvic exam; (2) making inappropriate comments during
3 the examination; (3) performing a pelvic exam without a chaperone present; and (4)
4 remaining in the examination room while Jane Doe C.N. undressed.

5 456. Jane Doe C.N. has thus been damaged by Dr. Tyndall's and USC's
6 actions.

7 **29. Jane Doe J.L. (2011-2013)**

8 457. From 2011 to 2013, Jane Doe J.L. was completing a master's degree in
9 social work at USC. She saw Dr. Tyndall for a pap smear and pelvic exam on or about
10 August 25, 2011 and for a birth control consultation on or about December 7, 2012.

11 458. During the appointment, Dr. Tyndall asked Jane Doe J.L., a Korean-
12 American, to meet with him in his office, which at that time was a separate room from
13 the examination room.

14 459. Dr. Tyndall discussed birth control with Jane Doe J.L. Jane Doe J.L.
15 mentioned that she liked the birth control she had been on when she previously lived
16 in Korea.

17 460. Dr. Tyndall immediately told Jane Doe J.L. about his Filipino wife. He
18 said that they had a traditional Filipino wedding, and that he has great appreciation for
19 Asian culture. Dr. Tyndall pointed out that he was wearing a traditional Filipino shirt
20 that day.

21 461. Jane Doe J.L. began to feel very uncomfortable by the tone and the
22 subject matter of the conversation. Dr. Tyndall was sharing overly personal
23 information, and she became very nervous. She had a sinking feeling that Dr. Tyndall
24 was trying to communicate to her that he was attracted to Asian women. All of a
25 sudden, she felt it was very inappropriate to be alone with the doctor. Jane Doe J.L.
26 felt distressed by the incident and did not return to see Dr. Tyndall.

1 462. Jane Doe J.L. is now an in-patient social worker in a hospital, where she
2 works with patients and teams of doctors every day. Given her training, Jane Doe J.L.
3 now fully realizes the extent to which Dr. Tyndall's conversation with her was
4 inappropriate. Since her appointment with Dr. Tyndall, Jane Doe J.L. has never
5 witnessed a doctor speaking to a patient that way.

6 463. Jane Doe J.L. has also been a patient to many other doctors since, and she
7 has never experienced the level of discomfort she did with Dr. Tyndall.

8 464. In her capacity as a social worker, if Jane Doe J.L. encountered a
9 physician sharing highly personal information with a patient in the same tone as Dr.
10 Tyndall, and with an emphasis on the patient's ethnicity, she would report the
11 incident.

12 465. The experience with Dr. Tyndall haunts Jane Doe J.L. to this day. When
13 she recently learned that she would have to undergo fertility treatments, she was
14 referred to a male fertility doctor and male surgeon. She wanted to see the best
15 doctors, but her past experiences made her feel very uncomfortable. Jane Doe J.L. has
16 required her husband to be present during visits to make her feel safe. The trauma of
17 seeing Dr. Tyndall as a young woman has compounded stress and emotion of
18 undergoing fertility treatments.

19 466. When the media reported on Dr. Tyndall's inappropriate behavior, Jane
20 Doe J.L. was distressed to learn that USC had known of and allowed him to continue
21 to treat vulnerable, young female patients.

22 467. Dr. Tyndall violated the standard of care by making inappropriate and
23 embarrassing comments during the appointment.

24 468. Jane Doe J.L. has thus been damaged by Dr. Tyndall's and USC's
25 actions.

1 **30. Vanessa Carlisle (2011-2015)**

2 469. Vanessa Carlisle was a graduate doctoral student in creative writing and
3 gender studies at USC from 2011 to 2016.

4 470. During her time at USC, Ms. Carlisle saw Dr. Tyndall for her
5 gynecological care. She saw him approximately three times for her annual exams,
6 which included pap smears.

7 471. On her first visit, Dr. Tyndall impressed upon Ms. Carlisle that bearing
8 children is dangerous and horrific, and that she should be on birth control. He told her
9 that childbirth was one of the leading causes of death for women. Ms. Carlisle felt the
10 warnings were inappropriate and unnecessary, especially considering she had been on
11 birth control for more than a decade and had not expressed an interest in becoming
12 pregnant.

13 472. On each occasion that she was treated by Dr. Tyndall, Ms. Carlisle was
14 not treated properly. He touched her in ways that did not seem clinical and seemed
15 invasive. He often did not close the curtain to the examination room completely. He
16 did not always knock to announce his presence before walking into the examination
17 room when she was undressed.

18 473. Dr. Tyndall performed each of Ms. Carlisle's annual breast exams with
19 no gloves, which made Ms. Carlisle very uncomfortable.

20 474. On at least one occasion, Ms. Carlisle told the doctor she was having
21 unusual spotting. He responded by asking her if she was having "rough sex."

22 475. On at least one occasion, Dr. Tyndall told Ms. Carlisle about his
23 "gorgeous Filipina wife," and showed her photos of his wife.

24 476. While Ms. Carlisle was Dr. Tyndall's patient, she tested positive for
25 human papillomavirus ("HPV") and needed a colposcopy. Dr. Tyndall performed the
26 colposcopy and the test came back "clear," meaning that no further tests were needed.
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1 477. On a subsequent visit, Ms. Carlisle tested negative for HPV. Despite this,
2 and despite the fact that her colposcopy had come back “clear,” Dr. Tyndall told Ms.
3 Carlisle that he needed to perform an anal pap smear to make sure that the virus had
4 not spread. He told Ms. Carlisle that the anal pap smear was a new procedure that
5 would be “great” for her, without explaining the pros and cons based on her level of
6 risk or giving her time to think about it, and performed the procedure. Later, Ms.
7 Carlisle discovered through research that the anal pap smear is primarily used for
8 extremely high risk patients who tested positive for HPV. She felt distressed and
9 violated.

10 478. Ms. Carlisle identifies as bi-sexual. She informed Dr. Tyndall of this on
11 her first visit.

12 479. Dr. Tyndall asked Ms. Carlisle invasive questions about her sexuality.
13 His questions included why she was on birth control since she was not having sex with
14 men, how she “liked” being non-heterosexual and how it was working out for her,
15 indicating that he wanted to know how she enjoys sex with women and what kind of
16 sexual activity she engages in with women. Dr. Tyndall also made comments to the
17 effect that Ms. Carlisle was wise to avoid men, despite the fact that Ms. Carlisle had
18 stated that she has sex with both men and women. Throughout his questioning, Dr.
19 Tyndall referred to Ms. Carlisle as a “lesbian,” even though she told him that she
20 identifies as bi-sexual.

21 480. Ms. Carlisle felt dismissed and demeaned by this line of questioning. She
22 also felt that Dr. Tyndall’s understanding of and sensitivity to non-heterosexual
23 identities was far below the standard of care she expected from a women’s health care
24 provider. She felt the need to educate him about queer identities, even though he was
25 her doctor.

1 481. On at least one occasion, Dr. Tyndall commented that Ms. Carlisle's body
2 looked young and fit for a woman of her age while he was examining her with her
3 clothes off.

4 482. On one occasion, Ms. Carlisle mentioned that she was having some
5 abnormal bleeding. While he was examining her, Dr. Tyndall responded to Ms.
6 Carlisle that her cervix was very friable, that she had the cervix of a 16-year-old girl,
7 and therefore she was "destined to bleed."

8 483. On at least one occasion, Dr. Tyndall disclosed to Ms. Carlisle that many
9 of his patients are afraid of sex and their own sexuality. He said that he finds it
10 difficult to treat them, because they are afraid of their own bodies.

11 484. Ms. Carlisle constantly felt uncomfortable, angry, and demeaned during
12 her appointments with Dr. Tyndall. She felt as though she was there for his
13 entertainment and exploitation. However, she did not feel that USC provided her with
14 any other options for women's health care. Therefore, she continued to be subjected to
15 Dr. Tyndall's unprofessional and violating actions every year until she graduated. She
16 felt trapped.

17 485. Dr. Tyndall's conduct made Ms. Carlisle feel violated, exploited, and
18 emotionally distressed. Media reports about Dr. Tyndall have made her feel outraged
19 at USC for allowing his behavior to continue throughout the years, and those reports
20 have caused the traumatic memories of his examinations to resurface, which has in
21 turn caused Ms. Carlisle emotional distress.

22 486. Dr. Tyndall violated the standard of care by, *inter alia*: (1) making
23 inappropriate and incorrect comments about childbirth and pregnancy; (2) failing to
24 respect Ms. Carlisle's privacy when she was undressing and dressing; (3) touching
25 Ms. Carlisle inappropriately; (4) conducting breast exams improperly; (5) making
26 inappropriate sexual comments during appointments; (6) performing an unnecessary
27 and inappropriate anal exam; (7) making inappropriate comments about Ms. Carlisle's
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1 sexuality; (8) inappropriately examining Ms. Carlisle while she was completely
2 undressed; and (9) failing to perform proper tests to determine why Ms. Carlisle was
3 experiencing abnormal bleeding.

4 487. Ms. Carlisle has thus been damaged by Dr. Tyndall's and USC's actions.

5 **31. Jane Doe J.C. (2011 – 2015)**

6 488. Jane Doe J.C. attended USC from 2011-2015, during which she was a
7 patient of Dr. Tyndall's for approximately the first two years.

8 489. Dr. Tyndall was the first OB/GYN Jane Doe J.C. ever saw. During the
9 pelvic exam, Dr. Tyndall used his fingers in a pumping motion in order to "palpate"
10 Jane Doe J.C.'s uterus and ovaries. She did not know the normal procedures for a
11 pelvic exam, and had no way of knowing whether Dr. Tyndall's methods were
12 improper.

13 490. Jane Doe J.C. is half Filipino. During a couple of the appointments with
14 Dr. Tyndall, he commented that Jane Doe J.C. was pretty. Dr. Tyndall mentioned that
15 he completed his medical training in the Philippines, he had a Filipina wife, and that
16 all Filipina women are beautiful. Jane Doe J.C. felt uncomfortable and felt that Dr.
17 Tyndall was trying to get personal with her in an inappropriate way.

18 491. Jane Doe J.C. saw Dr. Tyndall for approximately four visits before
19 switching her care to Planned Parenthood. She made the switch because she felt
20 extremely uncomfortable with Dr. Tyndall. As a people pleaser, Jane Doe J.C.
21 originally felt like she was being difficult for not liking Dr. Tyndall. She told her
22 friends how creepy Dr. Tyndall was and to avoid seeing him if they could, but did not
23 realize the extent of his behavior until learning how to perform pelvic exams herself a
24 couple of years later. When Jane Doe J.C. first heard reports that Dr. Tyndall had
25 abused many women, she felt validated in her experiences.

1 492. As a current medical student who has learned how to perform a proper
2 pelvic exam (as well as visits to other, more professional OB/GYN doctors), Jane Doe
3 J.C. now knows just how inappropriate Dr. Tyndall's behavior was.

4 493. In her three years of medical school, she has had the privilege of
5 witnessing doctor-patient relationships from the other side. The trust placed in the
6 hands of a physician, especially an OB/GYN, is immense. In addition to feeling
7 physically violated, she still currently feels emotionally violated due to that breach of
8 trust. Looking back, she is outraged and disgusted that Dr. Tyndall was in a position of
9 power that enabled him to abuse so many young and vulnerable women for so long.
10 Since her experience with Dr. Tyndall, she has only felt comfortable seeing female
11 OB/GYNs.

12 494. Dr. Tyndall violated the standard of care by, *inter alia*: (1) performing an
13 improper pelvic exam; (2) unnecessary digital penetration; and (3) making
14 inappropriate comments during appointments.

15 495. Jane Doe J.C. has thus been damaged by Dr. Tyndall's and USC's
16 actions.

17 **32. Jane Doe F.M. (2012-2013)**

18 496. Jane Doe F.M. attended USC from 2009-2013. During her junior or
19 senior year, Jane Doe F.M. saw Dr. Tyndall for an appointment at the student health
20 center to get her birth control prescription refilled. At the time, Jane Doe F.M. had
21 only had full gynecological exams performed a few times.

22 497. When Jane Doe F.M. arrived for her appointment, Dr. Tyndall asked her
23 why she was there. She told him she needed to get her birth control prescription
24 refilled. Dr. Tyndall then suggested, in a strangely talkative way, that he had better do
25 a full check-up while Jane Doe F.M. was there. Dr. Tyndall quickly left the room, told
26 Jane Doe F.M. to take off all of her clothes, and had his nurse grab her a robe.
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1 498. Jane Doe F.M. had not intended to get an examination done, especially
2 because she was uncomfortable with the notion of a male OB/GYN examining her, but
3 Dr. Tyndall pushed ahead with the process. She figured Dr. Tyndall must have had her
4 best interests at heart as a doctor.

5 499. Once Jane Doe F.M. was undressed and laying on the examination table,
6 Dr. Tyndall touched her bare breasts with his hands and digitally penetrated her, all
7 the while chatting away with a familiarity that she found odd and uncomfortable. A
8 female nurse was in the examination room at the time, which made Jane Doe F.M. feel
9 like everything Dr. Tyndall was doing must be appropriate and routine.

10 500. While his fingers were inside of her, Dr. Tyndall made a joke with sexual
11 overtones about his wife being an Asian mail-order bride. Dr. Tyndall made a
12 comment about how he “was used to feeling small breasts” like Jane Doe F.M.’s
13 breasts because his wife was an Asian mail-order bride. The tone and the subject
14 matter of the conversation made Jane Doe F.M. very uncomfortable.

15 501. Jane Doe F.M. left the examination feeling extremely uncomfortable and
16 violated. She has never visited a male OB/GYN again, and eventually got an IUD in
17 order to avoid going to the OB/GYN altogether.

18 502. When Jane Doe F.M. first heard reports that Dr. Tyndall had abused
19 many women, she immediately replayed her experience with him. She was incredibly
20 upset when she heard that USC knew about Dr. Tyndall’s inappropriate behavior and
21 did nothing to stop him from preying on young women in a very vulnerable time of
22 their lives. Jane Doe F.M. is outraged that USC failed to protect young women who,
23 like herself, had no context for what a gynecological exam should be like and were too
24 embarrassed to speak up.

25 503. Dr. Tyndall violated the standard of care by, *inter alia*: (1) performing an
26 unnecessary and inappropriate pelvic examination; (2) improper digital penetration;
27 (3) performing an improper breast examination; (3) making inappropriate comments
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1 during breast and pelvic exam; and (4) failing to properly drape Jane Doe F.M. during
2 breast and pelvic exams.

3 504. Jane Doe F.M. has thus been damaged by Dr. Tyndall's and USC's
4 actions.

5 **33. Jane Doe J.K. (2012-2013)**

6 505. Jane Doe J.K. had USC insurance from August 2012 until September
7 2014.

8 506. On or about August 30, 2012, Jane Doe J.K. made an appointment to see
9 a doctor in the USC student health center because she had a growth on her genitals.
10 She had not been to the health center before. Dr. Tyndall was the only doctor
11 available. She did not want to see a male gynecologist, but she needed immediate care,
12 and Dr. Tyndall was the only available doctor. Dr. Tyndall diagnosed the growth.

13 507. In the spring of 2013, Jane Doe J.K. saw Nurse Practitioner Donna Beard
14 at the USC health center for a contraception consultation.

15 508. In August 2013, Jane Doe J.K. started having chronic yeast and bacterial
16 infections. Ms. Beard was not available, so Jane Doe J.K. saw Dr. Tyndall. Because
17 she was having chronic infections, Jane Doe J.K. saw Dr. Tyndall on several
18 additional occasions during the fall of 2013.

19 509. During one of the appointments Dr. Tyndall commented on Jane Doe
20 J.K.'s appearance.

21 510. On one occasion, Dr. Tyndall performed a breast exam on Jane Doe J.K.
22 Dr. Tyndall conducted the exam in a way that did not feel clinical, and he commented
23 on the appearance of Jane Doe J.K.'s breasts during the exam.

24 511. On at least one occasion, Dr. Tyndall digitally penetrated Jane Doe J.K.
25 While his fingers were inside of her vagina, he commented that she had a very strong
26 pelvic floor and that she must be a runner. His fingers then seemed to linger inside of
27 her vagina. There was a chaperone in the room.

1 512. The comment made Jane Doe J.K. uncomfortable; however, she had seen
2 many gynecologists in the past because she had frequent infections. Previously, a
3 doctor asked about her exercise habits, because sometimes sweating in a restricted
4 area can cause yeast infections. Thus, she told herself that the comment might have
5 been normal. She was also reassured by the presence of a chaperone in the room.

6 513. On at least one occasion Dr. Tyndall asked Jane Doe J.K. to come into his
7 office to finish their conversation. Once, Dr. Tyndall began to close the door, and Jane
8 Doe J.K. asked him to leave it open. She had begun to feel uneasy with the doctor, and
9 she was especially uncomfortable talking alone with him in his office.

10 514. During one of their conversations, Dr. Tyndall showed Jane Doe J.K. a
11 photo of his wife, and he commented on his wife's appearance.

12 515. Dr. Tyndall recommended that Jane Doe J.K. use a douche to treat her
13 chronic infections, rather than taking a course of medication. When Jane Doe J.K.
14 questioned the recommendation, because it was not what most gynecologists had
15 recommended in the past, Dr. Tyndall insisted that douching would regulate the pH of
16 Jane Doe J.K.'s vagina.

17 516. Dr. Tyndall asked Jane Doe J.K. if she knew how to douche, and she
18 answered that she did not. So, to demonstrate, Dr. Tyndall rolled his chair out from
19 behind his desk and spread his legs. He held a plastic bag up to his crotch and
20 mimicked the douching mechanism. Jane Doe J.K. could see the outline of Dr.
21 Tyndall's penis while she was observing the demonstration. The demonstration made
22 Jane Doe J.K. extremely uncomfortable.

23 517. Jane Doe J.K. tried douching. But, throughout the entire autumn of 2013,
24 her yeast and bacterial infections continued unabated. Thus, she continued to see Dr.
25 Tyndall, because she needed treatment.

26 518. In the summer of 2014 Jane Doe J.K. started having recurring yeast and
27 bacterial infections again. She was cognizant of the fact that she was going to graduate
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1 and lose her health insurance soon, so she made an appointment with the USC student
2 health center. Dr. Tyndall was not available, so Jane Doe J.K. saw Donna Beard.

3 519. Ms. Beard prescribed a course of metronidazole to treat the bacterial
4 infection, followed by a dose of diflucan to treat any possible yeast buildup.

5 520. Jane Doe J.K. told Ms. Beard that another doctor had recommended that
6 she simply douche, rather than taking medication. Ms. Beard asked her who gave her
7 that recommendation, and Jane Doe J.K. replied Dr. Tyndall. Ms. Beard said
8 something to the effect of: "You shouldn't do that. That's not good treatment. And I
9 do not recommend that you see that physician again." Jane Doe J.K. felt that Ms.
10 Beard was trying to communicate that Dr. Tyndall was not a good or safe doctor.

11 521. In the years following her time at USC, Jane Doe J.K. has seen many
12 OB/GYNs to treat chronic bacterial and yeast infections and during pregnancy. No
13 doctor has since recommended that she douche in order to treat her chronic infections.
14 Likewise, no doctor has since commented about her pelvic floor during a pelvic exam,
15 with the exception of a doctor who was performing a pelvic exam following labor and
16 childbirth in order to assess any potential pelvic floor prolapse, as is common
17 following pregnancy.

18 522. Jane Doe J.K. made the decision to return to Dr. Tyndall multiple times,
19 despite the fact that he made her uncomfortable, because she believed that USC would
20 not employ a doctor who was unsafe and gave poor medical advice. Now that she
21 knows the opposite is true, she feels deeply violated by the doctor and let down by
22 USC.

23 523. Jane Doe J.K. experienced sexual assault when she was younger, and
24 during the time she was confused about whether the behavior was normal. There had
25 been people around her who knew what was happening and yet did not intervene, so
26 she told herself that the behavior was ok. She looks back on that experience and her
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1 experience with Dr. Tyndall with a similar sense of betrayal. She feels distressed that
2 once again, she was failed by people and a system that were supposed to protect her.

3 524. Dr. Tyndall violated the standard of care by, *inter alia*: (1) making
4 inappropriate comments during appointments; (2) performing an improper breast exam
5 while making inappropriate sexual comments; (3) performing an improper pelvic
6 exam while making inappropriate sexual comments; and (4) failing to conduct proper
7 testing and properly treat Jane Doe J.K.'s vaginal yeast infection.

8 525. Jane Doe J.K. has thus been damaged by USC's and Dr. Tyndall's
9 actions.

10 **34. Jane Doe C.L. (2013)**

11 526. In 2013, Jane Doe C.L. was a junior at USC studying economics. She
12 scheduled an appointment online to see a gynecologist at the student health center
13 because she was having some pain and discomfort, and she suspected that she had a
14 yeast infection.

15 527. Jane Doe C.L. had seen a gynecologist for a yeast infection before. Based
16 on her experience, she expected Dr. Tyndall to take a tissue sample, test it, and then
17 give her a prescription if needed.

18 528. When Jane Doe C.L. arrived at her appointment, she filled out some
19 paperwork and then met with Dr. Tyndall in his office.

20 529. Dr. Tyndall began asking her questions about her interests. Jane Doe C.L.
21 told him that she likes traveling and gardening. Dr. Tyndall mentioned that his wife is
22 not American, and that they often travel internationally. He pointed to a potted plant in
23 his office and said that he too likes plants. Jane Doe C.L. felt as though the doctor was
24 trying to put her at ease. Dr. Tyndall asked Jane Doe C.L. about her sexual partners,
25 and she told him that she has sex with men and women.

26 530. Then, Dr. Tyndall began to ask Jane Doe C.L. highly invasive questions
27 about her sexual activity and preferences. He asked if she puts her fingers into her own
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1 vagina, and if her girlfriend penetrates her with fingers. He asked how often this
2 occurred, and which fingers they use on each other. Dr. Tyndall also asked Jane Doe
3 C.L. if she regularly engages in oral sex on the weekends.

4 531. Dr. Tyndall then asked Jane Doe C.L. how long she had been dating
5 women, and whether she had ever been sexually intimate with a man. He asked if she
6 had been sexually intimate with anyone aside from her girlfriend in the last month. Dr.
7 Tyndall then asked, if she had to choose between having sex with men or women,
8 which she would choose.

9 532. Jane Doe C.L. found Dr. Tyndall's line of questioning appalling. She was
10 highly disturbed by his interest in details about her sex life and sexual preferences. It
11 seemed to her as though Dr. Tyndall was asking questions about her sexual orientation
12 for his own amusement and curiosity.

13 533. Dr. Tyndall informed Jane Doe C.L. that lesbians often contract yeast
14 infections and other bacterial infections because they penetrate each other without first
15 washing their hands.

16 534. Dr. Tyndall then told Jane Doe C.L. to go behind the curtain that divided
17 Dr. Tyndall's office from the examination room, undress, and put on a gown.
18 Although Jane Doe C.L. felt extremely uncomfortable, she needed medical care. She
19 followed the doctor's instructions and proceeded with the exam.

20 535. After she was undressed, Dr. Tyndall entered the room and began a pelvic
21 exam. While he was examining Jane Doe C.L., he continued to ask her questions. He
22 asked her if she ever had sex with men, and specifically whether she had ever been
23 penetrated by a man.

24 536. Jane Doe C.L. did not want to answer Dr. Tyndall's questions because
25 she felt that they were needlessly intrusive. But, because Dr. Tyndall was speaking
26 from a position of authority, and from the position of a medical professional who was
27 supposed to help her, Jane Doe C.L. felt obliged to continue answering.
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1 537. Dr. Tyndall digitally penetrated Jane Doe C.L., and using a skeptical
2 tone, he told Jane Doe C.L. that her hymen was partially intact. He then adjusted his
3 fingers and confirmed aloud once again than Jane Doe C.L.'s hymen was intact. Jane
4 Doe C.L. felt significant pain and discomfort as Dr. Tyndall moved his fingers around
5 inside of her. She felt hopeless and humiliated, and prayed for the penetration to end.

6 538. Dr. Tyndall had not told Jane Doe C.L. that he was going to check her
7 hymen (or why), nor had he asked for her consent. Jane Doe C.L. wondered if the
8 digital penetration had even been necessary.

9 539. Jane Doe C.L. resolved never to see Dr. Tyndall again. She did not want
10 to subject herself to overt questions about her sexual activities or unnecessary digital
11 penetration. Because she was not from California, she also wondered whether
12 gynecologists in California behave differently than those in other states. She resolved
13 not to see another OB/GYN for the remainder of her time in California.

14 540. After the examination, Jane Doe C.L. felt disgusted by Dr. Tyndall's
15 conduct and apparent interest in her sexual activity. She became distressed, and
16 experienced loss of appetite and weight loss.

17 541. Two years after seeing Dr. Tyndall, Jane Doe C.L. scheduled an
18 appointment with an OB/GYN in Atlanta. She made it a point to see a woman. In
19 sharp contrast to Dr. Tyndall, the female doctor was respectful, appropriate, and
20 informative.

21 542. Since seeing Dr. Tyndall's photo on the news, Jane Doe C.L. has suffered
22 emotional distress. She has had difficulty sleeping, and has experienced a precipitous
23 loss in appetite. She is currently seeking counseling to help her cope with the trauma.

24 543. Jane Doe C.L. feels betrayed by her alma mater for failing to protect her
25 and many other women from Dr. Tyndall's unprofessional and abusive behavior.

26 544. Dr. Tyndall violated the standard of care by, *inter alia*: (1) making
27 inappropriate comments about Jane Doe C.L.'s sexuality; (2) making inappropriate
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1 comments about Jane Doe C.L.'s sexual history and preferences; (3) remaining in the
2 room while Jane Doe C.L. undressed; (4) making inappropriate comments during
3 pelvic exam; (5) conducting the pelvic exam incorrectly and inappropriately; and (6)
4 improper digital penetration.

5 545. Jane Doe C.L. has thus been damaged by Dr. Tyndall's and USC's
6 actions.

7 **35. Jane Doe S.R. (2013)**

8 546. Jane Doe S.R. attended USC as an undergraduate and graduate student. In
9 February 2013, she made an appointment at the USC student health center with the
10 only available physician, Dr. Tyndall, because her OB/GYN back home advised she
11 needed to follow-up on an abnormal pap smear.

12 547. When she arrived at her appointment, Jane Doe S.R. met with Dr. Tyndall
13 in his office. Dr. Tyndall's demeanor and tone during this initial meeting made Jane
14 Doe S.R. incredibly uncomfortable. He also sat way too close to her while they were
15 in his office.

16 548. Dr. Tyndall made comments that Jane Doe S.R. found inappropriate and
17 unprofessional. When Jane Doe S.R. told Dr. Tyndall she was taking birth control for
18 irregular periods, he told her if she lost weight she would have no problem getting
19 pregnant. Dr. Tyndall gestured toward Jane Doe S.R.'s body in a demeaning way as he
20 made this comment. At the time, Dr. Tyndall had no knowledge of Jane Doe S.R.'s
21 gynecological history and she had no interest in being pregnant so his statement on her
22 supposed fertility was especially creepy and upsetting.

23 549. Jane Doe S.R. was extremely uncomfortable as she walked to the
24 examination room with Dr. Tyndall. She felt an overwhelming urge to leave.

25 550. Dr. Tyndall told Jane Doe S.R. to get undressed and lie down on the
26 examination table. There was a chaperone present during the colposcopy procedure.
27
28

1 551. Dr. Tyndall did not say anything else to Jane Doe S.R. when they were in
2 the examination room. Dr. Tyndall performed a colposcopy procedure using an
3 illuminated, magnifying instrument that allowed him to examine Jane Doe S.R.'s
4 cervix. However, he did not tell her what to expect during the procedure. In fact, Dr.
5 Tyndall said nothing to Jane Doe S.R. as he was examining her.

6 552. Jane Doe felt frightened, trapped and unsure of what was happening. The
7 examination and colposcopy procedure were painful. Jane Doe S.R. began to cry.

8 553. When the examination was over, Dr. Tyndall walked out of the room
9 without saying anything to Jane Doe S.R. She was still crying. The chaperone handed
10 her a tissue and also walked out of the room. Jane Doe S.R. got up, dressed and left
11 the examination room.

12 554. Jane Doe S.R. does not recall seeing the results of the colposcopy.

13 555. The appointment with Dr. Tyndall was extremely uncomfortable and Jane
14 Doe S.R. now views the OB/GYN as a scary experience. Since that time and as a
15 result of the distress, Jane Doe S.R. has avoided going to the OB/GYN and has only
16 agreed to see female gynecologists.

17 556. Jane Doe S.R. looks back on her experience with Dr. Tyndall with
18 disgust. Recent revelations about the extent of his abuse of female students has caused
19 Jane Doe S.R. emotional distress. They have caused her to relive her appointment with
20 Dr. Tyndall and have made her extremely angry with USC.

21 557. When Jane Doe S.R. first heard reports that Dr. Tyndall had abused many
22 women, she immediately knew in her gut that he was the same OB/GYN that caused
23 her such distress. She requested her medical records for confirmation. When Jane Doe
24 S.R. reviewed her records from her visit with Dr. Tyndall, she was shocked to read in
25 Dr. Tyndall's notes a comment that she "uses ecstasy occasionally—last use 2 weeks
26 ago" because the note is untrue, so she does not understand why it is in there.

1 558. She is upset and feels betrayed that USC allowed this to happen to her
2 and so many other women.

3 559. Dr. Tyndall violated the standard of care by, *inter alia*: (1) making
4 inappropriate comments and gestures to Jane Doe S.R. during the appointment; (2)
5 failing to properly advise and inform her of the procedures being performed; and (3)
6 performing an improper pelvic exam while making inappropriate sexual comments.

7 560. Jane Doe S.R. has thus been damaged by Dr. Tyndall's and USC's
8 actions.

9 **36. Jane Doe K.P. (2013)**

10 561. In 2013 Jane Doe K.P. was a student at USC. She was 21 years old at the
11 time. She scheduled an appointment with Dr. Tyndall because it had been a few years
12 since she had a women's health care appointment. When she called the USC student
13 health center, she was assigned to Dr. Tyndall.

14 562. Dr. Tyndall performed a pelvic exam on Jane Doe K.P. When he inserted
15 the speculum into her vagina, he commented that she was very tight, and that the boys
16 must love her. The comment made Jane Doe K.P. feel frightened and uncomfortable.

17 563. Ever since the media has reported on Dr. Tyndall's widespread pattern of
18 abuse, Jane Doe K.P. has felt emotionally distressed due to the memory of her
19 examination. She is especially distressed that USC allowed Dr. Tyndall to abuse so
20 many women throughout his years at USC.

21 564. Dr. Tyndall violated the standard of care by making inappropriate sexual
22 comments during the pelvic exam.

23 565. Jane Doe K.P. has thus been damaged by Dr. Tyndall's and USC's
24 actions.

37. Jane Doe 2 (2013-2014)

566. Jane Doe 2 saw Dr. Tyndall for a gynecological exam in or about 2013 or 2014. Prior to her appointment with Dr. Tyndall, she had never been examined by an OB/GYN before.

567. Jane Doe 2 made the appointment because she had engaged in sexual intercourse for the first time and had not used protection. She felt an urgency to see a doctor, and she went into the appointment feeling very nervous and vulnerable.

568. Jane Doe 2 first met with a nurse. She informed the nurse that she had engaged in unprotected sex and wanted to be tested for STDs.

569. The nurse directed Jane Doe 2 to get undressed and put on a gown. After Jane Doe 2 was wearing the gown, Dr. Tyndall and a chaperone entered the examination room.

570. As Jane Doe 2 lay on the examination table, wearing a gown and with her legs spread, she felt Dr. Tyndall insert his fingers into her vagina. He did not tell Jane Doe 2 that he was going to insert his fingers, nor did he tell her why.

571. With his fingers inside of Jane Doe 2, Dr. Tyndall said, "ok it is tight and inflamed," in reference to Jane Doe 2's vagina. He did not tell her what to expect from a pelvic exam, why he was inserting his fingers, or what the inflammation might mean.

572. The comment and procedure made Jane Doe 2 feel very uncomfortable and ashamed. However, she was reassured by the presence of the female chaperone, whom she assumed would have her best interest in mind.

573. After the examination was over, Dr. Tyndall told Jane Doe 2 to get dressed and meet with him in his office, which was a separate room from the examination room. Jane Doe 2 became alarmed that the doctor wanted to meet with her one-on-one, and there was no longer a female chaperone present. She thought he might want to discuss a medical problem.

1 574. But in his office, Dr. Tyndall asked Jane Doe 2 to tell him about herself:
2 what she was studying, her race and ethnicity. Jane Doe 2 told Dr. Tyndall that she
3 was graduating. Dr. Tyndall told Jane Doe 2 about his Filipino wife.

4 575. Dr. Tyndall then turned to Jane Doe 2's recent sexual encounter. He
5 asked Jane Doe 2 if her first time having sexual intercourse had been painful, and
6 whether it had been with a random person or with a partner.

7 576. Jane Doe 2 answered the doctor's questions because she felt that she had
8 no choice. He was an authority figure. She told him that she took the morning after pill
9 within the recommended time and had all her HPV vaccines, hoping the information
10 about her precautions would put a stop to the personal questions. But it did not. Rather
11 than give medical information about the morning-after pill, Dr. Tyndall simply
12 remarked continuously about the high price of the pill.

13 577. Dr. Tyndall then told Jane Doe 2 that he had one patient who lost her
14 virginity and contracted genital warts as a result, her partner had not exhibited
15 symptoms at the time, and she would have to live with genital warts for the rest of her
16 life. He added that this patient was in a "committed relationship" and the encounter
17 had not been "a one-night stand" like Jane Doe 2's.

18 578. Jane Doe 2 became very uncomfortable, in part because she felt judged,
19 as if Dr. Tyndall was putting words in her mouth and unnecessarily characterizing her
20 sexual encounter. She felt that the doctor was attempting to intimidate her.

21 579. Dr. Tyndall told Jane Doe 2 that he wanted her to get an IUD, and that he
22 would put in an order right away so that she could obtain it before her student health
23 insurance ran out (she was graduating).

24 580. Jane Doe 2 felt extremely uncomfortable with the conversation, but
25 because she had never been to the gynecologist before, she did not know the degree to
26 which the encounter was abnormal and inappropriate.

1 581. Jane Doe 2 left the appointment feeling distressed. She vowed never to
2 return to Dr. Tyndall.

3 582. From there, Jane Doe 2 scheduled a subsequent appointment with a
4 different OB/GYN to receive birth control. Her appointment with the other OB/GYN
5 felt normal and comfortable.

6 583. In hindsight, Jane Doe 2 realizes that Dr. Tyndall's behavior toward her
7 was violative and highly inappropriate. She has suffered emotional distress since the
8 appointment, and her distress has become heightened since learning that USC allowed
9 Dr. Tyndall to abuse many women like herself.

10 584. Dr. Tyndall violated the standard of care by, *inter alia*: (1) digitally
11 penetrating Jane Doe 2 without explanation and without obtaining consent; and (2)
12 making inappropriate sexual comments when Jane Doe 2 was alone with Dr. Tyndall
13 in his office.

14 585. Jane Doe 2 has thus been damaged by Dr. Tyndall's and USC's actions.

15 **38. Betsayda Aceituno (2013-2015)**

16 586. Betsayda Aceituno was an undergraduate student at USC from August
17 2013 through May 2015. During that time, she had approximately three appointments
18 with Dr. Tyndall in the student health center.

19 587. Dr. Tyndall asked Ms. Aceituno where she was from because he said she
20 had Asian features (mostly her eyes). Ms. Aceituno responded she was not Asian, that
21 she was Latina. Dr. Tyndall's comments about Ms. Aceituno's eyes and ethnicity
22 made her uncomfortable and uneasy.

23 588. There was a chaperone in the room for some, but not all, of Ms.
24 Aceituno's examinations.

25 589. On one occasion, Dr. Tyndall inserted his fingers into Ms. Aceituno's
26 vagina and commented that it was "very tight" and that she "would make whoever she
27 married very happy." There was no chaperone present during this appointment.
28

1 590. Dr. Tyndall's comments made Ms. Aceituno very uncomfortable and
2 nervous. Distressed by what had occurred, Ms. Aceituno told her brother what
3 happened. He too was disturbed by Dr. Tyndall's comments and behavior.

4 591. When Ms. Aceituno first heard reports that Dr. Tyndall had abused many
5 women, she was horrified and immediately replayed her experiences with him.

6 592. Ms. Aceituno feels extremely violated and distressed, especially
7 considering the number of visits she had with Dr. Tyndall. She feels traumatized and
8 angry that USC failed to provide her and other female students with safe, appropriate,
9 and professional health care.

10 593. Dr. Tyndall violated the standard of care by, *inter alia*: (1) making
11 inappropriate comments during appointments; (2) performing pelvic exams without a
12 chaperone present; and (3) making inappropriate sexual comments while performing
13 pelvic exams.

14 594. Ms. Aceituno has thus been damaged by Dr. Tyndall's and USC's
15 actions.

16 **39. Jane Doe D.C. (2013-2015)**

17 595. Jane Doe. D.C. attended USC from 2012-2016. Between approximately
18 2013-2015, she had an appointment with Dr. Tyndall for a pap smear and an annual
19 exam. Although she would have preferred to see a woman doctor, she trusted USC to
20 provide her with safe and professional care.

21 596. Dr. Tyndall examined Jane Doe D.C. with a chaperone present in the
22 room.

23 597. After the examination, Dr. Tyndall gave Jane Doe D.C. a prescription for
24 a "morning-after pill," or "Plan B" and said something to the effect of "it's my
25 mission to end unwanted pregnancies." Jane Doe D.C. was already taking birth control
26 and thought it was strange and inappropriate for Dr. Tyndall to prescribe her Plan B.
27 She did not request it.
28

1 598. Jane Doe D.C. thought that Dr. Tyndall's procedures and comments and
2 demeanor were inappropriate and unprofessional. She left the appointment feeling
3 very uneasy.

4 599. Jane Doe D.C. resolved to never see Dr. Tyndall for a gynecological
5 examination again. Instead, she started paying out-of-pocket to go to Planned
6 Parenthood.

7 600. The experience with Dr. Tyndall has had lasting effects on Jane Doe D.C.
8 Among other things, since her experience with Dr. Tyndall, she has only felt
9 comfortable seeing female OB/GYNs.

10 601. When Jane Doe D.C. first heard reports in the news about Dr. Tyndall
11 and learned that his inappropriate conduct had been going on for 30 years, she felt
12 angry and upset that USC had failed to protect her and so many others. She is
13 concerned that USC prioritized Dr. Tyndall's practice over the health, safety, and
14 needs of USC's female students. When Jane Doe D.C. heard about the accounts of
15 other women in Dr. Tyndall's care, she remembers feeling like USC did not see the
16 worth of USC's female students and did not care about their success despite the fact
17 that they paid the same amount to be there as the male students. By continuing to
18 employ Dr. Tyndall even after his patients complained of his bad behavior, USC made
19 it clear that female health was not important to them.

20 602. Dr. Tyndall violated the standard of care by, *inter alia*: (1) making
21 inappropriate comments during the appointment; and (2) prescribing unsolicited and
22 unwanted birth control without discussing potential side effects and other options.

23 603. Jane Doe D.C. has thus been damaged by Dr. Tyndall's and USC's
24 actions.

1 **40. Jane Doe N.K. (2013-2017)**

2 604. Jane Doe N.K. was an undergraduate student at USC from 2013-2017.
3 During that time, she was a regular patient of Dr. Tyndall.

4 605. Jane Doe N.K. saw Dr. Tyndall approximately ten times during her tenure
5 at USC. She regularly went to Dr. Tyndall for pap smears to check for sexually-
6 transmitted diseases.

7 606. Each time Jane Doe N.K. was examined by Dr. Tyndall, he inserted his
8 fingers into her vagina before using the speculum. On at least one occasion, he
9 explained that he was inserting his fingers first to minimize pain and discomfort that
10 could be caused by the speculum.

11 607. On at least one occasion, Dr. Tyndall commented that Jane Doe N.K.'s
12 vagina looked "very good" and "nice."

13 608. Jane Doe N.K. always felt uncomfortable on her visits with Dr. Tyndall,
14 but she thought that it was normal to feel uncomfortable during gynecological exams.

15 609. There was a chaperone in the room for some, but not all, of Jane Doe
16 N.K.'s examinations.

17 610. Jane Doe N.K. thought that Dr. Tyndall's practices and procedures were
18 normal until she read *Los Angeles Times* reports that told her otherwise. She feels
19 extremely violated and distressed, especially considering the number of visits she had
20 with Dr. Tyndall. She feels traumatized and angry that USC failed to protect her.

21 611. Dr. Tyndall violated the standard of care by, *inter alia*: (1) making
22 inappropriate comments during the pelvic exam; and (2) unnecessary digital
23 penetration prior to inserting the speculum.

24 612. Jane Doe N.K. has thus been damaged by Dr. Tyndall's and USC's
25 actions.

41. Jane Doe C.C. (2014)

613. Jane Doe C.C. saw Dr. Tyndall for a pelvic exam and pap smear on or about August 28, 2014, because she had been sexually assaulted, and she was afraid that her assailant had given her an STD.

614. At the time, she had only previously seen a gynecologist in the OB/GYN practice used by her mother.

615. During the examination, Dr. Tyndall digitally penetrated Jane Doe C.C. This made her feel uncomfortable, but she assumed it was normal because she had very little experience with gynecologists.

616. When Jane Doe C.C. told Dr. Tyndall the reason for her visit, he gave her one pill for chlamydia, for which she had tested positive, as well as a pill for her current partner to take.

617. When other women in Jane Doe C.C.'s sorority experienced sexual assault, she recommended that they see Dr. Tyndall given that he had treated her STD.

618. Ever since the news reported on Dr. Tyndall's abuse of women at USC, Jane Doe C.C. has felt enormous guilt for sending other women to him.

619. Jane Doe C.C. is experiencing emotional distress because she was abused by the doctor and did not even know it due to her inexperience. She feels that USC failed her, and that the university is at fault for allowing the abuse to continue unabated for many years.

620. Dr. Tyndall violated the standard of care by conducting an unnecessary pelvic exam improperly.

621. Jane Doe C.C. has thus been damaged by Dr. Tyndall's and USC's actions.

42. Jane Doe 4 (2015)

622. Jane Doe 4 made an appointment with Dr. Tyndall in 2015 because she needed treatment for a yeast infection. She was 18 years old.

1 623. Dr. Tyndall told Jane Doe 4 that in order to diagnose her yeast infection,
2 he would need to perform a pelvic exam, and she agreed.

3 624. Dr. Tyndall then performed a pelvic exam on Jane Doe 4. As he inserted
4 his fingers into her vagina, he remarked that she was very tight, and that he needed to
5 insert his fingers so that the speculum would fit. Because Jane Doe 4 had never had a
6 pelvic exam, she did not know that it was not normal for Dr. Tyndall to use his fingers
7 or to remark that she was “tight.”

8 625. Dr. Tyndall invited Jane Doe 4 to speak with him privately in his office,
9 which made her nervous that he had bad news to share.

10 626. In his office, Dr. Tyndall showed Jane Doe 4 a specimen of her vaginal
11 swab so that she could view the yeast under a microscope. He then asked her about her
12 major, which was biology, and gave her advice about medical school. In addition, he
13 inquired about her sexual activities—whether she had a partner, and whether she and
14 her partner were sleeping with multiple people. The conversation made Jane Doe 4
15 feel uneasy, because it seemed overly personal and unnecessary.

16 627. Dr. Tyndall violated the standard of care by, *inter alia*: (1) performing a
17 pelvic exam even though Jane Doe 4 was under 21 and it was not required to treat her
18 yeast infection; (2) digitally penetrating Jane Doe 4; and (3) inviting Jane Doe 4 to
19 view her vaginal swab under a microscope.

20 628. Jane Doe 4 feels disappointed and let down by USC. She trusted that the
21 university would not put a doctor in place who abused patients and fell short of the
22 standard of care. Jane Doe 4 has thus been damaged by USC’s and Dr. Tyndall’s
23 actions.

24 **43. Jane Doe C.B. (2015)**

25 629. Jane Doe C.B. was a student at USC from 2010-2016. In or about 2015,
26 she saw Dr. Tyndall at the student health center for a yearly exam because she also
27 wanted a full screen for sexually transmitted diseases.
28

1 630. During the appointment, Dr. Tyndall asked Jane Doe C.B. to meet with
2 him alone in his office, which was at that time a separate room from the examination
3 room. Once they were alone in his office, Dr. Tyndall began asking Jane Doe C.B.
4 incredibly invasive questions about *why* she wanted an STD screening. He asked,
5 since she identified as a lesbian, what kinds of sex acts she liked that she thought
6 would give her an STD. Jane Doe C.B. was very uncomfortable with the tone and
7 subject matter of Dr. Tyndall's questions, and told him so. She argued with him and
8 told him she thought the line of questioning was weird and inappropriate. Jane Doe
9 C.B. also told Dr. Tyndall she did not understand why the office wouldn't just be
10 happy to do preventative medical procedures and testing.

11 631. During the pelvic examination, Dr. Tyndall used his fingers in such a way
12 as to almost mimic the same-sex sex acts he made Jane Doe C.B. describe in his
13 office. Jane Doe C.B. felt as if Dr. Tyndall was toying with her and he seemed to get a
14 sick thrill from what he was doing.

15 632. When Jane Doe C.B. inquired about her STD screening after the exam,
16 Dr. Tyndall wrote back that she was negative for chlamydia, syphilis, and "that one
17 that starts with H." Jane Doe C.B. found Dr. Tyndall's note to be incredibly
18 insensitive and its subject a weird thing to joke about. She also found his note to be
19 medically incoherent considering there is more than one STD that starts with the letter
20 H.

21 633. After the appointment, Jane Doe C.B. complained about the invasive
22 questioning and insensitive message to her close friends, and posted on Facebook that
23 she wished she could have requested a female gynecologist, after being traumatized by
24 Dr. Tyndall. She asked for the preventative STD screening because she was beginning
25 a sexual relationship with a new partner. She was humiliated when she had to share
26 Tyndall's note with that partner. In contrast, Jane Doe C.B.'s new partner provided her
27
28

1 a professional report reflecting a standard battery of tests compared to Dr. Tyndall's
2 insensitive message which lacked any real clarity about her health.

3 634. When Jane Doe C.B. heard about the accounts of other women in Dr.
4 Tyndall's care, she realized her experience was not an isolated incident but part of a
5 pattern of inappropriate behavior with women. She saw that her unease and distress at
6 the time of the appointment were valid, and that Dr. Tyndall's sexualization of her as a
7 lesbian-identified patient was something he had done to other women. She felt that he
8 was punishing her, in a way, for having sex with women rather than men, and that he
9 could wield power over her by trying to humiliate her for the sex she enjoys.

10 635. Jane Doe C.B. is now having a hard time finding a gynecologist within
11 her insurance network because she refuses to see male doctors. She is traumatized by
12 the line of questioning and sexualized exam that Dr. Tyndall put her through, and she
13 is afraid that she's more likely to experience this behavior again with a male
14 practitioner. Jane Doe C.B. is upset that USC failed to provide her and other female
15 students with safe, appropriate, and professional health care.

16 636. Dr. Tyndall violated the standard of care by, *inter alia*: (1) making
17 inappropriate comments about Jane Doe C.B.'s sexuality; (2) inappropriate digital
18 penetration; and (3) delivering test results in an insensitive and unclear way.

19 637. Jane Doe C.B. has thus been damaged by USC's and Dr. Tyndall's
20 actions.

21 **44. Jane Doe 3 (2015-2016)**

22 638. Jane Doe 3 studied at USC from 2012 to 2016.

23 639. Jane Doe 3 had her first appointment with Dr. Tyndall on or about August
24 25, 2015. She learned that the first available appointment for the next several months
25 would be Dr. Tyndall, so she decided to make an appointment with him, even though
26 she would have preferred to see a female gynecologist.

1 640. To begin the appointment, Dr. Tyndall spoke with Jane Doe 3 in his
2 office. She sat in a chair that was placed perpendicular to his desk, and he asked her
3 the reason for her visit. She explained that she had just returned from spending time
4 abroad, and she wanted to get a new prescription for birth control. She told him that
5 she had been taking birth control for several years. They then had a conversation about
6 travelling abroad. Dr. Tyndall mentioned that his wife was from Asia, and that they
7 had traveled around Asia together. He showed Jane Doe 3 a photo of his wife.
8 Conversing about personal matters with Dr. Tyndall made Jane Doe 3 feel uneasy, but
9 she told herself that he was just getting to know her as a new patient.

10 641. Dr. Tyndall suggested that Jane Doe 3 have a pap smear and pelvic exam,
11 and Jane Doe 3 agreed because it had been two years since her last exam. Dr. Tyndall
12 also recommended that Jane Doe 3 have a breast exam, but she declined because the
13 doctor's manner was making her feel uncomfortable.

14 642. Before the examination began, a chaperone entered the room and stood
15 behind the doctor off to the side. From Jane Doe 3's vantage point, it looked like the
16 chaperone could see what Dr. Tyndall was doing during the exam.

17 643. Dr. Tyndall told Jane Doe 3 that he was going to insert his finger into her
18 vagina and "feel around." First, he inserted one finger, then he inserted a second
19 finger. Jane Doe 3 felt very uncomfortable, and she wanted the examination to end as
20 soon as possible. As he was finishing the exam, Dr. Tyndall again asked Jane Doe 3 if
21 she wanted a breast exam. She declined again, feeling even more uncomfortable than
22 she had before.

23 644. Dr. Tyndall then informed Jane Doe 3 that he could not prescribe birth
24 control that day—the very reason for the appointment—because he did not have time
25 to do a consultation. Jane Doe 3 was confused as to why she would need a birth
26 control consultation given that she had already been on birth control for several years,
27 but she agreed to make a second appointment.
28

1 645. On August 28, 2015, Jane Doe 3 returned to Dr. Tyndall for a birth
2 control consultation. As part of the consultation, Dr. Tyndall showed Jane Doe 3
3 several laminated studies and diagrams. Jane Doe 3 did not feel that the extensive
4 lesson was necessary or appropriate, given that she had been taking birth control for
5 several years. She felt as though Dr. Tyndall was unnecessarily prolonging their
6 appointment.

7 646. Then, in addition to a birth control prescription, Dr. Tyndall gave Jane
8 Doe 3 Plan B, even though she had not requested or inquired about Plan B. He also
9 recommended that Jane Doe 3 take prenatal vitamins, even though she did not plan on
10 getting pregnant. Jane Doe 3 left the appointment with a prescription for only several
11 months of birth control.

12 647. Dr. Tyndall made Jane Doe 3 feel very uneasy. However, he was the only
13 gynecologist available at USC, and she needed health care. Thus, she made another
14 appointment with him on or about January 11, 2016 for a birth control refill. At that
15 appointment, Dr. Tyndall recommended that Jane Doe 3 carry chewable Tylenol in
16 case she got blood clots as a result of the pill.

17 648. When Jane Doe 3 saw reporting on Dr. Tyndall's pattern of abuse, she
18 felt disappointed and disrespected. It confirmed that the uneasy feelings she
19 experienced with Dr. Tyndall were shared by others. She had always placed trust in
20 the medical profession, and her trust was broken. Jane Doe 3 feels USC and Dr.
21 Tyndall took advantage of her.

22 649. Dr. Tyndall violated the standard of care by, *inter alia*: (1) making
23 inappropriate comments during Jane Doe 3's appointments; (2) pressuring Jane Doe 3
24 to allow him to examine her breasts despite repeated refusals; (3) performing an
25 improper pelvic examination; (4) making Jane Doe 3 return for separate birth control
26 consultation; and (5) prescribing unsolicited and unwanted birth a control without
27 discussing potential side effects and other options.
28

1 650. Jane Doe 3 has thus been damaged by USC's and Dr. Tyndall's actions.

2 **45. Jane Doe J.W. (2015-2017)**

3 651. Jane Doe. J.W. attended USC from 2013-2017. During that time, she was
4 a regular patient of Dr. Tyndall.

5 652. Jane Doe J.W. saw Dr. Tyndall approximately five or six times during her
6 tenure at USC. On multiple occasions when Jane Doe J.W. was examined by Dr.
7 Tyndall, he inserted his fingers into her vagina before using the speculum. At the time,
8 Jane Doe J.W. felt uncomfortable, but she did not know that his methods were
9 abnormal and inappropriate.

10 653. On at least one occasion, Dr. Tyndall asked Jane Doe J.W. if she "did
11 Kegels" because he claimed she was "particularly tight." Jane Doe J.W. found Dr.
12 Tyndall's comment extremely inappropriate and disturbing.

13 654. Distressed by what had occurred, Jane Doe J.W. told her friends about
14 Dr. Tyndall's comments. They agreed that his comments were creepy.

15 655. When Jane Doe J.W. learned of the reports that Dr. Tyndall had abused
16 many women, she felt traumatized that USC failed to protect her. She feels extremely
17 violated and distressed, especially considering the number of visits she had with Dr.
18 Tyndall.

19 656. Dr. Tyndall violated the standard of care by, *inter alia*: (1) inappropriate
20 digital penetration; and (2) making inappropriate comments during digital penetration.

21 657. Jane Doe J.W. has thus been damaged by USC's and Dr. Tyndall's
22 actions.

23 **46. Mehrnaz Mohammadi (2016)**

24 658. In 2016, Mehrnaz Mohammadi was a graduate student at USC. She made
25 an appointment at the USC student health center with the only available physician, Dr.
26 Tyndall, because none of the other practitioners were available for at least a month.
27
28

1 659. At the outset of the appointment, Dr. Tyndall asked Ms. Mohammadi
2 where she was from. She told him she was from Montreal.

3 660. During the physical examination and with a nurse present, Dr. Tyndall
4 proceeded to examine her vagina. Throughout the examination, he kept talking about
5 very personal things, such as how he and his wife had fun in Montreal.

6 661. Dr. Tyndall also told Ms. Mohammadi she had a very tight vagina. He
7 emphasized that having a tight vagina was a very good thing for her partner. He told
8 her not everyone has a tight vagina, like she did. Dr. Tyndall's comments made Ms.
9 Mohammadi very uncomfortable, but she tried to tell herself it was normal because a
10 nurse was present. Ms. Mohammadi questioned whether she was too closed-minded in
11 thinking it was wrong for Dr. Tyndall to make these comments that seemed very
12 inappropriate.

13 662. After the physical examination, Dr. Tyndall told Ms. Mohammadi to
14 come to his office. There, he asked about her sexual encounters and told her that she
15 could get "Plan B" whenever she needed it. He told her he could write her a few
16 prescriptions for Plan B because accidents happen. She felt very uncomfortable with
17 the discussion.

18 663. When Ms. Mohammadi read the news about Dr. Tyndall, she was very
19 upset. It took her several days to get past the shame she felt that Dr. Tyndall had been
20 inappropriate with her in order to make the call for help. Dr. Tyndall's conduct made
21 her very uncomfortable and upset, and USC's failure to protect her and other students
22 has caused additional distress.

23 664. Dr. Tyndall violated the standard of care by, *inter alia*: (1) making
24 inappropriate sexual comments while examining Ms. Mohammadi's vagina; and (2)
25 making inappropriate and unprofessional comments in his office after the exam was
26 finished.

1 665. Ms. Mohammadi has thus been damaged by USC's and Dr. Tyndall's
2 actions.

3 **47. Jane Doe A.N. (2016)**

4 666. Jane Doe A.N. was examined by Dr. Tyndall in or about 2016, during her
5 senior year at USC. She had been having heavy periods and severe cramping that
6 interfered with her daily activities, so she scheduled an appointment for an evaluation
7 with Dr. Tyndall.

8 667. At the time, Jane Doe A.N. was 21 years old, and this was her first
9 experience with going to the OB/GYN. She did not know the normal procedures for a
10 pelvic exam, so she had no way of knowing whether Dr. Tyndall's methods were
11 improper.

12 668. When Jane Doe A.N. arrived for her appointment, she was immediately
13 put off by Dr. Tyndall's attempt to greet her in Vietnamese and his comments about
14 Asian women's beauty. During the appointment, Dr. Tyndall told Jane Doe A.N. that
15 her "skin was very beautiful," and that she "could be a model." Jane Doe A.N. found
16 these comments to be very out-of-line at the time.

17 669. Once Jane Doe A.N. was undressed and laying with her legs spread open
18 on the examination table, Dr. Tyndall digitally penetrated her. He commented on Jane
19 Doe A.N.'s "wetness" and asked if she had a higher level of secretion compared with
20 her friends. Dr. Tyndall was not wearing any gloves at the time. Jane Doe A.N. felt
21 extremely uncomfortable, but because of her lack of experience, she did not know that
22 it was abnormal for OB/GYNs to perform this type of examination without gloves.

23 670. Without performing any medical tests, Dr. Tyndall told Jane Doe A.N.
24 that she needed to go on birth control to treat her heavy periods and severe cramping
25 without providing a reason why this would help Jane Doe A.N. with her
26 symptoms. Dr. Tyndall similarly did not provide any explanation as to the cause of
27
28

1 these symptoms. Jane Doe A.N. did not follow Dr. Tyndall's advice because she did
2 not trust the conclusion of his exam or the limited treatment options he offered her.

3 671. After the appointment, Jane Doe A.N. told a couple of her close friends
4 that Dr. Tyndall was "creepy" and she was not going back to see him again even
5 though it meant she would have to suffer through the heavy periods and severe
6 cramping she was experiencing without further treatment.

7 672. When Jane Doe A.N. was finally able to see another OB/GYN
8 approximately one year later, the OB/GYN performed an ultrasound exam in her
9 office and a pap smear. The ultrasound revealed endometrial hyperplasia, polyps, and
10 pathologic menstrual bleeding patterns. A blood panel, hormone panel, and
11 endometrial biopsy were performed. Panel results were within normal limits and
12 endometrial biopsy revealed presence of adenomas and ruled out neoplasms.

13 673. When Jane Doe A.N. first heard reports that Dr. Tyndall had abused
14 many women, she realized she had not been the victim of an isolated occurrence, but
15 rather a victim of a series of abuses. The distress she felt at the time of her
16 examination came flooding back. She is upset and feels betrayed that USC allowed
17 this to happen to her and so many other women.

18 674. Dr. Tyndall violated the standard of care by, *inter alia*: (1) making
19 inappropriate comments about Jane Doe A.N.'s appearance; (2) improper digital
20 penetration without gloves; (3) inappropriate comments during digital penetration; (4)
21 recommending birth control without explanation; and (4) failing to conduct proper
22 testing and properly treat Jane Doe A.N.'s heavy periods.

23 675. Jane Doe A.N. has thus been damaged by Dr. Tyndall's and USC's
24 actions.

25 **48. Jane Doe L.Y. (2016)**

26 676. In 2016, Jane Doe L.Y. was an undergraduate student at USC studying
27 psychology. She scheduled an appointment at the student health center with Dr.
28

1 Tyndall because she thought she should have a pelvic exam prior to graduation. It was
2 her first ever appointment with an OB/GYN.

3 677. Jane Doe L.Y. had made an appointment with Dr. Tyndall in August of
4 2015, but she cancelled it because she was uncomfortable about seeing a male
5 OB/GYN.

6 678. When the 2016 appointment with Dr. Tyndall began, Jane Doe L.Y. was
7 relieved because there was a female chaperone in the room.

8 679. Because it was her first appointment with an OB/GYN, Jane Doe L.Y.
9 did not know what to expect. Dr. Tyndall told her that the exam was supposed to feel
10 physically uncomfortable.

11 680. During the exam, Dr. Tyndall used lubricant and inserted his fingers into
12 Jane Doe L.Y.'s vagina. She did not know at the time that this was not standard
13 practice.

14 681. While his finger was inside of her, Dr. Tyndall asked Jane Doe L.Y. if
15 she was a runner because of her "tight muscles." Although the comment made her feel
16 nervous and violated, she had been running on the treadmill about five days a week for
17 a month. She told herself that maybe Dr. Tyndall was just recognizing a fact about her
18 body.

19 682. Even though she was nervous and uncomfortable, the presence of a
20 female chaperone in the room communicated to her that everything was proper. Still,
21 during and after the examination, Jane Doe L.Y. felt in her gut that something was
22 wrong.

23 683. After the appointment, Dr. Tyndall talked to Jane Doe L.Y. alone in his
24 office.

25 684. Jane Doe L.Y. left the appointment with Dr. Tyndall feeling very
26 uncomfortable, and vowing never to repeat the experience. She has not received
27
28

1 gynecological services since the incident with Dr. Tyndall, even when she felt like she
2 should.

3 685. When Jane Doe L.Y. read about Dr. Tyndall in the media, it validated her
4 suspicion that Dr. Tyndall had acted inappropriately while examining her. Now, Jane
5 Doe L.Y. will never see a male gynecologist again, and she has lost trust in all male
6 physicians.

7 686. Jane Doe L.Y. feels violated, and is experiencing extreme emotional
8 distress. She has scheduled counseling services to help her cope emotionally.

9 687. Dr. Tyndall violated the standard of care by, *inter alia*: (1) improper
10 digital penetration; and (2) making inappropriate comments during digital penetration.

11 688. Jane Doe L.Y. has thus been damaged by Dr. Tyndall's and USC's
12 actions.

13 **49. Jane Doe A.H. (2016)**

14 689. Jane Doe A.H. is a graduate student at USC. She was examined by Dr.
15 Tyndall on or about March 3, 2016. In order for her Aetna Student Health insurance to
16 cover the appointment, Jane Doe A.H. was required to go to USC's student health
17 center. The other OB/GYNs were booked for months, so the only way Jane Doe A.H.
18 could get an appointment quickly was to see Dr. Tyndall.

19 690. At her appointment with Dr. Tyndall, a nurse or chaperone was present in
20 the room for her examination.

21 691. During the pelvic exam, Dr. Tyndall used his fingers to penetrate Jane
22 Doe A.H. He also commented that she had "strong pelvic muscles" and asked if Jane
23 Doe A.H. was a runner. Jane Doe A.H. found Dr. Tyndall's comment to be extremely
24 inappropriate and disturbing but questioned her discomfort given that a nurse was
25 present.

26 692. Dr. Tyndall also examined Jane Doe A.H.'s back and asked about her
27 nationality. When Jane Doe A.H. responded that she was American, Dr. Tyndall
28

1 asked where her parents were from. Jane Doe A.H. explained that her parents were
2 Israeli, and Dr. Tyndall commented, “Oh that explains the (back) hair. Middle Eastern
3 women have more (back) hair.” Jane Doe A.H. found these comments to be extremely
4 disturbing.

5 693. Distressed by what had occurred, Jane Doe A.H. texted some of her
6 friends and told them what happened. They were also disturbed by Dr. Tyndall’s
7 comments and behavior.

8 694. Since that time and as a result of the distress, Jane Doe A.H. has only
9 agreed to see the female gynecologists at USC to avoid another uncomfortable,
10 distressing encounter. She also became very self-conscious about her back hair.

11 695. Jane Doe A.H. was very upset when she heard that complaints had been
12 lodged against Dr. Tyndall for years and he was still allowed to practice at the USC
13 student health center. She is extremely upset that USC put her in a position where her
14 only option for timely gynecological treatment was to see a perpetrator who should
15 have been dismissed decades ago. Jane Doe A.H. was also upset that she had not
16 lodged a complaint earlier. Before the news of Dr. Tyndall’s misconduct emerged,
17 Jane Doe A.H. felt that Dr. Tyndall’s comments were inappropriate but did not realize
18 that the pelvic exam and body scan he conducted were unnecessary. At the time, Jane
19 Doe A.H. trusted Dr. Tyndall, the chaperone, and the USC health center to perform
20 only necessary and appropriate examinations.

21 696. Jane Doe A.H. feels even more violated now knowing that Dr. Tyndall
22 touched and examined her body in inappropriate ways that did not serve any medical
23 purpose. Jane Doe A.H. is a graduate student who studies gender and a large part of
24 her identity is feeling that she is informed, independent, and in control of her body.
25 She is distressed that USC contributed to the cycle of training women to accept
26 abusive behavior, especially from men in positions of power and trust. This has
27
28

1 rattled Jane Doe A.H.'s identity and affected her sense of control over her life and her
2 body.

3 697. Dr. Tyndall violated the standard of care by, *inter alia*: (1) improper
4 digital penetration; (2) making inappropriate comments during digital penetration; and
5 (3) making improper comments about Jane Doe A.H.'s body hair during a medical
6 examination.

7 698. Jane Doe A.H. has thus been damaged by Dr. Tyndall's and USC's
8 actions.

9 **H. The statute of limitations is tolled based on the continuing violations**
10 **doctrine and fraudulent concealment.**

11 699. Tyndall concealed the existence of Plaintiffs' claims and the fact that
12 Plaintiffs had a cause of action against Tyndall and/or USC at the time his sexual
13 assaults occurred by making material representation(s) to Plaintiffs involving a past or
14 existing fact, including by:

- 15 a. Misrepresenting that his acts and/or conduct were for the purpose
16 of conducting a vaginal examination;
- 17 b. Misrepresenting that digital penetration of a woman's vagina at the
18 outset of a gynecological examination was medically appropriate,
19 contemporaneously and/or shortly before the abrupt, sudden, quick,
20 and unexpected sexual assaults by Tyndall;
- 21 c. Misrepresenting that his acts and/or conduct were for the purpose
22 of conducting a breast examination;
- 23 d. Misrepresenting that it was necessary for a female patient to be
24 fully naked for a gynecologist to conduct a full body scan for skin
25 irregularities;
- 26 e. Misrepresenting that his acts and/or conduct were "treatments"
27 and/or conformed to accepted medical practice.

28 700. The material representation(s) to Plaintiffs and the Class were false in
that Tyndall was actually performing these examinations for his own sexual
gratification and pleasure.

1 701. When Tyndall made the material representation(s), he knew that they
2 were false in that he knew that the examinations were not proper, appropriate,
3 legitimate, and/or considered within standard of care by any physician of any specialty
4 and/or gynecology.

5 702. Tyndall made the material representation(s) with the intent that the
6 material representation(s) should be acted upon by Plaintiffs and the Class in that
7 Plaintiffs and the Class members should believe that the examinations were proper,
8 appropriate, and legitimate; should not believe that they had been sexually assaulted;
9 should not believe that they had been sexually assaulted so that he could prevent
10 discovery of his sexual assaults; should continue to be seen by him so that he could
11 continue to sexually assault them; should not question and/or report the conduct to
12 appropriate authorities; and should not reasonably believe and not be aware of a
13 possible cause of action that they have against Tyndall and/or USC.

14 703. Plaintiffs and Class members acted in reliance upon the material
15 representation(s) in that they:

- 16 a. Reasonably believed that the examinations were proper,
17 appropriate, and legitimate;
- 18 b. Reasonably did not believe that they had been sexually assaulted;
- 19 c. Did not believe that they should question and/or report the conduct
20 to appropriate authorities; and,
- 21 d. Did not reasonably believe that they had and were not aware of a
22 possible cause of action that they had against Tyndall and/or USC.

23 704. Tyndall further concealed the fraud by affirmative act(s) that were
24 designed and/or planned to prevent inquiry and escape investigation and prevent
25 subsequent discovery of his fraud in that he:

- 26 a. Misrepresented to other medical professionals in the examination
27 room that digitally penetrating female patients was medically
28 necessary and appropriate;

- b. Prevented other medical professionals, chaperones, and/or caregivers from being in the room during examinations and treatments of Plaintiffs and Class members so that he could sexually assault them; and
- c. Did not abide by or follow the standard of care which requires another medical professional, chaperone, parent, guardian, and/or caregiver be in the room during the examination and treatment of minors and female patients.

705. Directors, managers, supervisors, physicians, nurses, and chaperones in USC's student health center took affirmative steps to fraudulently conceal Tyndall's misconduct, including, but not limited to, by depressing complaints made by patients through the imposition of onerous reporting requirements on them.

706. Directors, managers, supervisors, physicians, nurses, chaperones in USC's student health center also misrepresented that Tyndall's conduct during examinations was proper, including, without limitation, by (i) watching Tyndall's conduct as a purported chaperone without stopping the improper conduct; (ii) permitting Tyndall to conduct examinations without a chaperone present; and (iii) scheduling female patients for appointments with Tyndall despite having full knowledge of his improper conduct.

707. The actions and inactions of Tyndall and USC constituted fraudulent concealment.

708. The statute of limitations for each of Plaintiffs' causes of actions was equitably tolled, and Defendants are equitably estopped from asserting the statute of limitations as a defense, by reason of their wrongful conduct.

709. As part of Defendants' wrongful attempt to conceal Tyndall's propensity to sexually abuse young female students, and his past sexual abuse, from public scrutiny and criminal investigation, Defendants implemented various measures with the intent and effect of making Tyndall's conduct harder to detect and ensuring that

1 other student-patients with whom he came into contact, including Plaintiffs, would be
2 sexually abused and assaulted, including:

3 a. Permitting Tyndall to remain in a position of authority and trust
4 after Defendants knew or should have known that he molested his young female
5 patients;

6 b. Scheduling female patients for appointments with Tyndall,
7 including appointments without a nurse or chaperone present, despite being aware of
8 his improper conduct;

9 c. Placing Tyndall in a separate and secluded environment at the
10 university health center, and granting him unfettered access to and control over
11 patients even when he was purporting to provide extremely sensitive gynecological
12 treatment, thereby allowing Tyndall to physically and sexually interact with young
13 female students at USC, including Plaintiffs;

14 d. Holding out Tyndall to Plaintiffs, other USC patients, USC
15 alumni, and the public at large as a trustworthy person of good moral character who
16 was capable and worthy of being granted unsupervised access to the student-patients
of USC;

17 e. Failing to disclose and actively concealing Tyndall's prior record
18 of misconduct, sexual abuse, harassment, and molestation, and his propensity to
19 commit such acts towards student-patients in the university health center, from its
20 students, the public at large, and law enforcement;

21 f. Failing to investigate or otherwise confirm or deny such facts
22 about Tyndall, including prior complaints, claims, and investigations relating to
23 sexual abuse suffered at his hands;

24 g. Failing to implement reasonable safeguards to avoid acts of
25 unlawful sexual conduct by Tyndall, such as by avoiding placement of Tyndall in
26 functions or environments in which he would necessarily have intimate contact with
27 young female patients; and
28

1 h. Failing to implement systems or procedures to supervise or
2 monitor doctors, chaperones, and other USC agents to ensure that they did not molest
3 or abuse patients in Defendants' care and, further, that they report all reasonable
4 suspicions of sexual assault or battery to law enforcement as mandated by Section
5 11160 of the California Penal Code.

6 710. At all times pertinent to this action, Tyndall was an agent, apparent agent,
7 servant, and employee of USC and operated within the scope of his employment and
8 his negligence is imputed to USC.

9 711. Defendants engaged in, joined in, and conspired with each of the other
10 Defendants and wrongdoers in carrying out the tortuous and unlawful activities herein
11 described. Each Defendant is legally responsible for the occurrences herein alleged,
12 and Plaintiff's damages, as herein alleged, were proximately caused by all Defendants.

13 712. Plaintiffs and Class members did not know, could not have reasonably
14 known, and were not reasonably aware of a possible cause of action that they had
15 against Tyndall and/or USC until the May 15, 2018 publication of a story about
16 Tyndall's misconduct in the *Los Angeles Times*.

17 V. CLASS ALLEGATIONS

18 713. Plaintiffs bring this action pursuant to Federal Rule of Civil Procedure
19 23(b)(3) and 23(c)(4) on behalf of themselves and the following Class:

20 All women who were seen for treatment by Dr. George M.
21 Tyndall at the University of Southern California student
22 health center during the period from August 14, 1989 to June
23 21, 2016 (a) for Women's Health Issues, or (b) whose
24 treatment by Dr. George M. Tyndall included an
25 examination by him of her breast or genital areas, or (c)
26 whose treatment included the taking of photographs or
27 videotapes of her unclothed or partially clothed body.
28 "Women's Health Issues" includes but is not limited to any
issue relating to breast, vaginal, urinary tract, bowel,
gynecological, or sexual health, including contraception and
fertility.

1 714. The Class consists of tens of thousands of women, making joinder
2 impracticable, in satisfaction of Fed. R. Civ. P. 23(a)(1). The exact size of the Class
3 and the identities of the individual members are ascertainable through records
4 maintained by USC.

5 715. The claims of Plaintiffs are typical of the Class. The claims of the
6 Plaintiffs and the Class are based on the same legal theories and arise from the same
7 unlawful pattern and practice of sexual harassment and assault.

8 716. There are many questions of law and fact common to the claims of
9 Plaintiffs and the Class, and those questions predominate over any questions that may
10 affect only individual Class members within the meaning of Fed. R. Civ. P. 23(a)(2)
11 and (b)(3). Class treatment of common issues under Fed. R. Civ. P. 23(c)(4) will
12 materially advance the litigation.

13 717. Common questions of fact and law affecting members of the Class
14 include, but are not limited to, the following:

- 15 a. Whether Tyndall engaged in sexual harassment,
16 invasion of privacy, assault, and battery;
- 17 b. Whether Tyndall's sexual harassment, invasion of
18 privacy, assault, and battery was committed within the
19 scope of his employment at USC;
- 20 c. Whether the USC Defendants had knowledge of
21 Tyndall's sexual harassment, invasion of privacy,
22 assault, and battery and inappropriate contact;
- 23 d. Whether the USC Defendants facilitated Tyndall's
24 pattern and practice of sexual harassment, invasion of
25 privacy, assault, and battery;
- 26 e. Whether the USC Defendants or Tyndall engaged in
27 conduct designed to suppress complaints or reports
28 regarding Tyndall's conduct;
- f. Whether the USC Defendants negligently retained or
supervised Tyndall;

- 1 g. Whether the USC Defendants ratified Tyndall's
2 conduct; and
- 3 h. Whether the USC Defendants are responsible for
4 Tyndall's conduct under the doctrine of *respondeat*
5 *superior*.

6 718. Absent a class action, most of the members of the Class would find the
7 cost of litigating their claims to be prohibitive and will have no effective remedy. The
8 class treatment of common questions of law and fact is also superior to multiple
9 individual actions or piecemeal litigation, particularly as to USC's legal responsibility
10 for Tyndall's actions, in that it conserves the resources of the courts and the litigants
11 and promotes consistency and efficiency of adjudication.

12 719. Plaintiffs will fairly and adequately represent and protect the interests of
13 the Class. Plaintiffs have retained counsel with substantial experience in prosecuting
14 complex litigation and class actions. Plaintiffs and their counsel are committed to
15 vigorously prosecuting this action on behalf of the other respective Class members,
16 and have the financial resources to do so. Neither Plaintiffs nor their counsel have any
17 interests adverse to those of the other members of the Class.

18 **VI. CAUSES OF ACTION**

19 **COUNT I**

20 **NEGLIGENT SUPERVISION AND RETENTION** 21 **(AGAINST USC AND USC TRUSTEES)**

22 720. Plaintiffs restate and incorporate herein by reference the preceding
23 paragraphs as if fully set forth herein.

24 721. At all times material since 1989 and until Tyndall was removed in 2016,
25 the USC Defendants employed Tyndall.

26 722. Tyndall was unfit or incompetent to work directly with female patients
27 and posed a particular risk of sexually harassing, violating, and assaulting them.

28 723. The USC Defendants knew or should have known that Tyndall was unfit
or incompetent to work directly with female patients and posed a particular risk of

1 sexually harassing, violating, and assaulting them, and that this unfitness created a
2 particular risk to Plaintiffs and the Class.

3 724. Tyndall's unfitness and particular risk to female patients harmed
4 Plaintiffs and the Class.

5 725. The USC Defendants negligence in supervising and or retaining Tyndall
6 was a substantial factor in causing harm to Plaintiffs and the Class.

7 726. As a direct and/or proximate result of Defendants' actions and/or
8 inactions, Plaintiffs and Class members were damaged.

9 **COUNT II**

10 **VIOLATIONS OF TITLE IX, 20 U.S.C. § 1681(a), *et seq.***
11 **(AGAINST USC AND USC TRUSTEES)**

12 727. Plaintiffs restate and incorporate herein by reference the preceding
13 paragraphs as if fully set forth herein.

14 728. Title IX of the Education Amendments Act of 1972 states, "No person in
15 the United States shall on the basis of sex, be . . . subject to discrimination under any
16 education program or activity receiving Federal financial assistance" 20 U.S.C.
17 § 1681, *et seq.*

18 729. Plaintiffs and members of the Class are "persons" under Title IX.

19 730. USC receives federal financial assistance for its education program and is
20 therefore subject to the provisions of Title IX.

21 731. USC is required under Title IX to investigate allegations of sexual
22 assault, sexual abuse, and sexual harassment.

23 732. Tyndall's conduct described above constitutes sexual harassment, abuse,
24 and assault, and constitutes sex discrimination under Title IX.

25 733. The USC Defendants were on notice of Tyndall's conduct as described
26 above. The USC Defendants nonetheless failed to carry out their duties to investigate
27 and take corrective action under Title IX.

734. As a direct and proximate result of the USC Defendants' actions and/or inactions, Plaintiffs and members of the Class were damaged.

COUNT III

**SEXUAL ABUSE AND HARASSMENT IN THE EDUCATIONAL SETTING
[CAL. EDUC. CODE § 220] (AGAINST USC, USC TRUSTEES, AND
TYNDALL)**

735. Plaintiffs reallege and incorporate by reference the allegations contained in the previous paragraphs.

736. Section 220 of the California Education Code provides in pertinent part: “No person shall be subjected to discrimination on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, in any program or activity conducted by an educational institution that receives, or benefits from, state financial assistance, or enrolls pupils who receive state student financial aid.”

737. Plaintiffs and the Class members were harmed by being subjected to sexual abuse, harassment and molestation at USC because of Plaintiffs and the Class members' gender and Defendants are responsible for that harm.

738. Plaintiffs and the Class members suffered harassment that was so severe, pervasive, and offensive that it effectively deprived Plaintiffs and the Class members of the right of equal access to educational benefits and opportunities.

739. As a result of Defendants' conduct, Plaintiffs and the members of the Class have been damaged in an amount to be proven at trial.

740. Further, Defendants acted willfully and maliciously with the intent to harm Plaintiffs and the Class members, and in conscious disregard of the rights of Plaintiffs and the Class members, so as to constitute malice and oppression under

1 California Civil Code section 3294. Plaintiffs and the Class members are therefore
2 entitled to the recovery of punitive damages, in an amount to be determined at trial.

3 **COUNT IV**

4 **VIOLATION OF THE CALIFORNIA EQUITY IN HIGHER EDUCATION**
5 **ACT [CAL. EDUC. CODE § 66250] (AGAINST USC, USC TRUSTEES, AND**
6 **TYNDALL)**

7 741. Plaintiffs reallege and incorporate by reference the allegations contained
8 in the previous paragraphs.

9 742. Section 66281.5 of the California Equity in Higher Education Act
10 provides in pertinent part: “(a) It is the policy of the State of California, pursuant to
11 Section 66251, that all persons, regardless of their sex, should enjoy freedom from
12 discrimination of any kind in the postsecondary educational institution of the state.
13 The purpose of this section is to provide notification of the prohibition against sexual
14 harassment as a form of sexual discrimination and to provide notification of available
15 remedies.”

16 743. The USC Defendants’ conduct as alleged herein constitutes sexual
17 harassment as a form of sexual discrimination against Plaintiffs and the members of
18 the Class, and violated the Equity in Higher Education Act. Plaintiffs are entitled to
19 enforce the Act through a civil action pursuant to Education Code Section 66292.4.

20 744. As a result of Defendants’ conduct, Plaintiffs and the members of the
21 Class have been damaged in an amount to be proven at trial.

22 **COUNT V**

23 **GENDER VIOLENCE [CAL. CIV. CODE § 52.4]**
24 **(AGAINST TYNDALL AND USC)**

25 745. Plaintiffs repeat and reallege the foregoing allegations as if fully set forth
26 herein.

27 746. California Civil Code § 52.4 provides that gender violence is a form of
28 sex discrimination and includes “[a] physical intrusion or physical invasion of a sexual
nature under coercive conditions” *Id.* at §52.4(c)(2).

747. California Civil Code § 52.4 incorporates the definition of “gender” from California Civil Code § 51, which provides: “‘Gender’ means sex, and includes a person’s gender identity and gender expression.”

748. Plaintiffs and the Class members are female.

749. Tyndall physically intruded and/or invaded the bodies of Plaintiffs and Class members during medical examinations in a sexual manner. The conditions were coercive in that Plaintiffs and Class members were required to place their trust in their physician because he was held out to be an expert in gynecology by USC.

750. USC participated in the physical intrusion and/or invasion of the bodies of Plaintiffs and Class members during medical examinations by being physically present in the room through agent chaperones or other clinic staff members and/or by bringing Plaintiffs and the Class members into the examination rooms and providing instructions to remove their clothing knowing that Tyndall would assault them in a sexual manner.

751. Plaintiffs were injured as a result of the gender violence, and seek all remedies provided for in Civil Code Section 52.4(a), including, but not limited to, actual damages, compensatory, damages, punitive damages, injunctive relief, costs, attorneys' fees, or any other appropriate relief.

COUNT VI

**GROSS NEGLIGENCE
(AGAINST USC, USC TRUSTEES, AND TYNDALL)**

752. Plaintiffs reallege and incorporate by reference the allegations contained in the previous paragraphs.

753. The USC Defendants owed Plaintiffs and Class members a duty to use due care to ensure their safety and freedom from sexual assault, abuse, and molestation while interacting with their employees, representatives, and/or agents, including Tyndall.

1 754. Tyndall owed Plaintiffs a duty of due care in carrying out medical
2 treatment as an employee, agent, and/or representative of the USC Defendants.

3 755. By seeking medical treatment from Tyndall in the course of his
4 employment, agency, and/or representation of the USC Defendants, a special,
5 confidential, and fiduciary relationship between Plaintiffs and Tyndall was created,
6 resulting in Tyndall owing Plaintiffs a duty to use due care.

7 756. The USC Defendants' failure to adequately supervise Tyndall, especially
8 after USC knew or should have known of complaints regarding his nonconsensual
9 sexual touching and assaults during medical examinations was so reckless as to
10 demonstrate a substantial lack of concern for whether an injury would result to
11 Plaintiffs.

12 757. Tyndall's conduct in sexually assaulting, abusing, and molesting
13 Plaintiffs in the course of his employment, agency, and/or representation of the USC
14 Defendants and under the guise of rendering "medical treatment" was so reckless as to
15 demonstrate a substantial lack of concern for whether an injury would result to
16 Plaintiffs.

17 758. The USC Defendants' conduct demonstrated a willful disregard for
18 precautions to ensure Plaintiffs' safety.

19 759. The USC Defendants' conduct as described above demonstrated a willful
20 disregard for substantial risks to Plaintiffs and Class members.

21 760. The USC Defendants breached duties owed to Plaintiffs and Class
22 members and were grossly negligent when they conducted themselves by the actions
23 described above, said acts having been committed with reckless disregard for
24 Plaintiffs and Class members' health, safety, constitutional and/or statutory rights, and
25 with a substantial lack of concern as to whether an injury would result.

26 761. As a direct and/or proximate result of Defendants' actions and/or
27 inactions, Plaintiffs and Class members were damaged.
28

COUNT VII

INVASION OF PRIVACY
(AGAINST USC, USC TRUSTEES, AND TYNDALL)

762. Plaintiff Jane Doe D.D. realleges and incorporates by reference the allegations contained in the previous paragraphs.

763. Dr. Tyndall photographed women—often for illegitimate purposes—without informed consent, and without protecting their privacy.

764. Students have alleged that Dr. Tyndall’s photos were taken with a Polaroid camera.⁵⁹

765. Chaperones from the 1990’s questioned whether Dr. Tyndall used his camera for legitimate medical purposes. One chaperone said that she witnessed Dr. Tyndall taking photographs of hundreds of patients’ genitalia, while another chaperone stated that she witnessed Dr. Tyndall taking photographs of 50 to 100 women.⁶⁰

766. Bernadette Kosterlitzky, a clinic nurse from 1992 to 2013, said that after a chaperone alerted administrators to Tyndall’s use of a camera, then-Executive Director Dr. Lawrence Neinstein ordered it removed. Dr. Tyndall claimed that he stopped using the camera.⁶¹

767. However, former patients allege that Dr. Tyndall continued to photograph patients’ genitalia at least during the last six years.⁶²

⁵⁹ See First Amended Complaint, *Mohazab v. USC*, No. BC706902, ¶ 62 (L.A. Supr. Ct. June 12, 2018); Complaint, *A.S. v. USC*, BC709964, ¶ 10 (L.A. Supr. Ct. June 13, 2018); Complaint, *Does 21-28 v. USC*, No. BC709671, ¶ 13 (L.A. Supr. Ct. June 18, 2018).

⁶⁰ <http://www.latimes.com/local/california/la-me-usc-doctor-misconduct-complaints-20180515-story.html>

⁶¹ *Id.*

⁶² Complaint, *Does 5-10 v. USC*, No. BC705677, ¶ 44 (L.A. Supr. Ct. May 25, 2018); Complaint, *Does 14-20 v. USC*, No. BC707898 ¶ 63.b. (L.A. Supr. Ct. June 6, 2018).

1 768. In 2016, colleagues found a box full of photographs and slides of
2 patients' genitalia dating back to 1990 in Dr. Tyndall's office. Some of the photos
3 were labeled with patients identifying information.⁶³

4 769. Although gynecologists can have legitimate medical reasons to take
5 photographs—including research, teaching, and soliciting second opinions from
6 colleagues—Dr. Tyndall's practice violated the standard of care. He did not receive
7 informed consent from patients before photographing them, he gave patients incorrect
8 information about photographs' ability to help diagnose STDs and cancer, and he did
9 not protect the privacy of patients he photographed.

10 770. Doctors must obtain informed consent in order to provide medical
11 treatment. "Consent is based on the disclosure of information and a sharing of
12 interpretations of its meaning by a medical professional. The accuracy of disclosure,
13 insofar as it is possible, is governed by the ethical requirement of truth-telling."⁶⁴

14 771. Dr. Tyndall photographed patients' genitalia without their consent and/or
15 without offering truthful explanations for the photos.⁶⁵

16 772. Dr. Tyndall photographed patients before, during, and after he had made
17 sexualizing or other inappropriate comments about their appearance or sexual
18 activities.⁶⁶

19
20
21 ⁶³ <http://www.latimes.com/local/california/la-me-usc-doctor-misconduct-complaints-20180515-story.html>.

22 ⁶⁴ American College of Obstetricians and Gynecologists, Committee Opinion No. 439 (2009), <https://www.acog.org/Clinical-Guidance-and-Publications/Committee-Opinions/Committee-on-Ethics/Informed-Consent>.

23 ⁶⁵ See, e.g. First Amended Complaint, *Mohazab v. USC*, No. BC 706902, ¶ 47
24 (L.A. Supr. Ct. June 12, 2018); Complaint, *A.S. v. USC*, BC709964, ¶ 10 (L.A. Supr.
25 Ct. June 13, 2018); Complaint, *Vaill v. USC*, No BC716639, ¶¶ 36, 43-46 (L.A. Supr.
26 Ct. Aug. 6, 2018).

27 ⁶⁶ *Does 21-28 v. USC*, No. 709671, ¶ 9 (L.A. Supr. Ct. June 18, 2018).

1 773. Even when he did ask patients for permission to take photographs, Dr.
2 Tyndall did not give them truthful information about the purpose of the photos.
3 Moreover, he did not tell patients what he planned to do with the photos or how they
4 would be stored.

5 774. Dr. Tyndall told one patient that he could diagnose her cervical cancer by
6 painting her genitals with iodine and taking photographs.⁶⁷ For other patients, he told
7 them that the photos could diagnose STDs and cancer, but he did not accurately
8 explain the reason for, or limits of, using photography to make a diagnosis.⁶⁸ He did
9 not regularly inform patients of the “results” or findings of their photographs.⁶⁹

10 775. Dr. Tyndall did not protect the privacy of patients he photographed.⁷⁰ For
11 some patients, he captured other parts of their bodies and even their faces.⁷¹ He did not
12 keep images of other women’s vaginas confidential.⁷²

13 776. Tyndall intentionally intruded upon Plaintiff and the Class members’
14 solitude, seclusion or private affairs and concerns by photographing their
15 gynecological and/or other examinations, treatment and/or care without authorization
16 or consent. This intrusion is highly offensive to reasonable individuals, such as
17 Plaintiff and the Class members, and was totally unwarranted and unjustified,
18 constituting invasion of privacy, and a violation of the Health Insurance Portability
19 and Accountability Act of 2016, Pub. L. 104-191, 110 Stat. 1936 (HIPAA).

21 ⁶⁷ *Supra* ¶¶ 158-59.

22 ⁶⁸ *See, e.g. supra* ¶ 273; Complaint, *S.B. v. USC*, No. BC707321, ¶ 59 (L.A. Supr.
23 Ct. May 24, 2018); Complaint, *Does 21-28 v. USC*, No. 709671, ¶¶ 52.d, 57.b.-c.
(L.A. Supr. Ct. June 18, 2018).

24 ⁶⁹ *See supra* ¶ 274.

25 ⁷⁰ HIPAA regulations prohibit healthcare providers from disclosing protected
26 health information. *See generally* 45 C.F.R. §164.502.

27 ⁷¹ Complaint, *J.A. v. USC*, BC710178, ¶ 40 (L.A. Supr. Ct.); Complaint, *Davis v.*
USC, No. BC714891, ¶ 31 (L.A. Supr. Ct. June 14, 2018).

28 ⁷² Complaint, *Does 21-28 v. USC*, No. 709671 at ¶ 13.

1 777. Defendant Tyndall carried out such actions and conduct as an employee,
2 agent and/or representative of the USC Defendants, and such actions and conduct were
3 carried out under one of USC's programs, which provides medical treatment to
4 students, athletes, and the public. The USC Defendants are liable and vicariously
5 liable for Defendant Tyndall's conduct.

6 778. As a direct and/or proximate result of Defendants' actions and/or
7 inactions, Plaintiffs and Class members were damaged.

8 **COUNT VIII**

9 **NEGLIGENT FAILURE TO WARN, TRAIN, OR EDUCATE (AGAINST USC**
10 **AND USC TRUSTEES)**

11 779. Plaintiffs restate and incorporate herein by reference the preceding
12 paragraphs as if fully set forth herein.

13 780. The USC Defendants owed Plaintiffs and the Class members a duty to
14 take reasonable protective measures to protect them and other student-patients from
15 the risk of sexual harassment, molestation, and abuse by Defendant Tyndall by
16 properly warning, training, or educating Plaintiffs and the Class members and others
17 about how to avoid such a risk.

18 781. The USC Defendants breached their duty to take reasonable protective
19 measures to protect Plaintiffs and other patients from the risk of sexual harassment,
20 molestation, and abuse by Defendant Tyndall, such as the failure to properly warn,
21 train or educate Plaintiffs and the Class members and other patients about how to
22 avoid such a particular risk that Tyndall posed—of sexual misconduct.

23 782. The USC Defendants breached their duty to take reasonable protective
24 measures to protect Plaintiffs, Class members, and other patients from the risk of
25 sexual harassment, molestation and abuse by Defendant Tyndall, by failing to
26 supervise and stop their employees, including Tyndall, from committing wrongful
27 sexual acts with student patients, including Plaintiffs and the Class members.
28

1 783. As a direct and/or proximate result of Defendants' actions and/or
2 inactions, Plaintiffs and Class members were damaged.

3 **COUNT IX**
4 **CIVIL BATTERY**
5 **(AGAINST TYNDALL AND USC)**

6 784. Plaintiffs restate and incorporate herein by reference the preceding
7 paragraphs as if fully set forth herein.

8 785. Tyndall intended to commit an act of unwanted contact and/or caused
9 imminent apprehension of such an act against Plaintiffs and Class members. He did so
10 by, *inter alia*:

- 11 a. Isolating Plaintiffs and Class members in closed
12 quarters and dismissing any bystanders; and
13 b. Causing sexual contact.

14 786. Tyndall did commit an unwanted contact with Plaintiffs and each Class
15 member's person or property in a harmful or offensive manner, including, but not
16 limited to, by causing molestation or sexual contact between Tyndall and each woman.

17 787. Tyndall's battery of Plaintiffs and the Class caused harm, including
18 physical, mental, and/or emotional harm of each Class Member.

19 788. Tyndall's conduct was committed within the scope of his employment at
20 USC. A causal nexus existed between Tyndall's medical examinations, USC's pattern
21 of allowing Tyndall to examine female patients without a chaperone, and the use of his
22 role to batter the women. Each act of battery of a Class Member was foreseeable
23 given, *inter alia*, USC's knowledge that Tyndall failed to follow protocols concerning
24 the use of chaperones and taking of photographs. USC knew due to complaints from
25 patients and staff members, and the commission of the acts at the USC student health
26 center.

27 789. It is fair to include the losses resulting from Tyndall's conduct among
28 other costs of USC's business. Assaults in the context of a medical examination,

1 where women must subject themselves to extreme vulnerability in order to get the
2 medical care they need, are among the possible adverse events that lead female
3 patients to expect physician offices and student health centers to take extra precautions
4 to ensure that they are protected from the dominance of a physician in the doctor-
5 patient relationship.

6 790. Holding USC liable furthers the underlying policy goals of *respondeat*
7 *superior*, including the prevention of future injuries and assurance of compensation to
8 victims, given that Plaintiffs and the Class members do not have separate remedies
9 under Title VII because they were not employees of USC.

10 **COUNT X**

11 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**
12 **(AGAINST TYNDALL AND USC)**

13 791. Plaintiffs restate and incorporate herein by reference the preceding
14 paragraphs as if fully set forth herein.

15 792. Tyndall's extreme and outrageous conduct intentionally or recklessly
16 caused severe emotional distress to Plaintiffs and the Class members.

17 793. Tyndall's outrageous conduct was not the type of ordinary physician
18 examination or even rude or obnoxious behavior that women should be expected to
19 tolerate. Rather, Tyndall's conduct exceeded all possible bounds of decency.

20 794. Tyndall acted with intent or recklessness, knowing that his female victims
21 were likely to endure emotional distress given the relationship and trust placed in
22 physicians by patients. In fact, he used this trust to subdue the women and prevent
23 them from complaining or suing based on his actions. He did so with deliberate
24 disregard as to the high possibility that severe emotional distress would occur.

25 795. Tyndall's conduct caused suffering for Plaintiffs and the Class members
26 at levels that no reasonable person should have to endure.

27 796. Tyndall's conduct was committed within the scope of his employment at
28 USC. A causal nexus existed between Tyndall's medical examinations, USC's pattern

1 of allowing Tyndall to examine female patients without a chaperone, and the use of his
2 role to batter the women. Each act of battery of a Class Member was foreseeable
3 given, *inter alia*, USC's knowledge that Tyndall failed to follow protocols concerning
4 the use of chaperones and taking of photographs. USC knew of Tyndall's conduct due
5 to complaints from patients and staff members, and the commission of the acts at
6 USC's student health center.

7 797. It is fair to include the losses resulting from Tyndall's conduct among
8 other costs of USC's business. Assaults in the context of a medical examination,
9 where women must subject themselves to extreme vulnerability in order to get the
10 medical care they need, are among the possible adverse events that lead female
11 patients to expect physician offices and student-health centers to take extra precautions
12 to ensure that they are protected from the dominance of a physician in the doctor-
13 patient relationship.

14 798. Holding USC liable furthers the underlying policy goals of respondent
15 superior, including the prevention of future injuries and assurance of compensation to
16 victims, given that Plaintiffs and the Class members do not have separate remedies
17 under Title VII because they were not employees of USC.

18 **COUNT XI**

19 **NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS** 20 **(AGAINST TYNDALL AND USC)**

21 799. Plaintiffs restate and incorporate herein by reference the preceding
22 paragraphs as if fully set forth herein.

23 800. Tyndall's conduct negligently caused emotional distress to Plaintiffs and
24 the Class members.

25 801. Tyndall could reasonably foresee that his action would have caused
26 emotional distress to Plaintiffs and the Class members.

1 802. Plaintiffs and the Class members were in a specific zone of danger
2 meeting with Tyndall in the examination room and at risk of physical harm, causing
3 their fear when the examination became sexual in nature.

4 803. Plaintiffs and the Class members, during their medical examination,
5 suffered distress and emotional harm.

6 804. Tyndall's conduct was committed within the scope of his employment at
7 USC. A causal nexus existed between Tyndall's medical examinations, USC's pattern
8 of allowing Tyndall to examine female patients without a chaperone, and the use of his
9 role to batter the women. Each act of battery of a Class Member was foreseeable
10 given, *inter alia*, USC's knowledge that Tyndall failed to follow protocols concerning
11 the use of chaperones and taking of photographs. USC knew due to complaints from
12 patients and staff members, and the commission of the acts at USC's student health
13 center.

14 805. It is fair to include the losses resulting from Tyndall's conduct among
15 other costs of USC's business. Assaults in the context of a medical examination,
16 where women must subject themselves to extreme vulnerability in order to get the
17 medical care they need, are among the possible adverse events that lead female
18 patients to expect physician offices and student-health centers to take extra precautions
19 to ensure that they are protected from the dominance of a physician in the doctor-
20 patient relationship.

21 806. Holding USC liable furthers the underlying policy goals of respondent
22 superior, including the prevention of future injuries and assurance of compensation to
23 victims, given that Plaintiffs and the Class members do not have separate remedies
24 under Title VII because they were not employees of USC.

COUNT XII
RATIFICATION
(AGAINST USC AND USC TRUSTEES)

807. Plaintiffs restate and incorporate herein by reference the preceding paragraphs as if fully set forth herein.

808. Tyndall was an agent and employee of USC between 1989 and 2016.

809. Tyndall was acting at all times in his position as an agent of and on behalf of USC.

810. All acts or omissions alleged were ratified by USC and USC Trustees. As alleged *supra*, many of USC's employees, managers, and supervisors, including other medical personnel in the student health center, knew Tyndall was sexually abusing female students and refused to take any action to stop him. Moreover, USC's managers, supervisors, executives, and directors hid this information so Tyndall could continue to work for USC.

811. With knowledge of Tyndall's sexual misconduct, no disciplinary action was taken, and he was allowed to be alone with female students who attended USC.

812. USC is thus responsible for Tyndall's acts of assault, battery, and intentional or negligent infliction of emotional distress.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of all Class members, pray that this Court:

A. Certify the Class, name Plaintiffs as representatives of the Class, and appoint their lawyers as Class Counsel;

B. Enter judgment against George Tyndall in favor of Plaintiffs and the Class;

C. Enter judgment against University of Southern California in favor of Plaintiffs and the Class;

1 D. Enter judgment against the Board of Trustees of the University of
2 Southern California in favor of Plaintiffs and the Class;

3 E. Enter appropriate equitable relief as the Court deems just, proper and fair;

4 F. Award Plaintiffs and the Class members damages for pain and suffering,
5 and compensatory and punitive damages; and

6 G. Award Plaintiffs their reasonable attorneys' fees and costs.

7 Dated: February 12, 2019

Respectfully submitted,

8
9 HAGENS BERMAN SOBOL SHAPIRO LLP

10 By: /s/ Steve W. Berman

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Shelby R. Smith

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CERTIFICATE OF SERVICE

I hereby certify that on February 12, 2019, I electronically filed the foregoing document using the CM/ECF system, which will send notification of such filing to all counsel of record registered in the CM/ECF system. I also caused a copy of the foregoing document to be served *via first class mail* on the following:

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/s/ Steve W. Berman

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19 *Interim Class Counsel and Plaintiffs' Executive Committee*

20 UNITED STATES DISTRICT COURT
21 CENTRAL DISTRICT OF CALIFORNIA
22 WESTERN DIVISION

23 IN RE: USC STUDENT HEALTH
24 CENTER LITIGATION

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

26 [Consolidated with:
27 No. 2:18-cv-04940- SVW-GJS,
28 No. 2:18-cv-05010-SVW-GJS,
No. 2:18-cv-05125-SVW-GJS, and
No. 2:18-cv-06115-SVW-GJS]

**ORDER GRANTING JOINT
STIPULATION TO AMEND
COMPLAINT**

Date: March 25, 2019
Time: 1:30 p.m.
Hon. Stephen V. Wilson

1 Pursuant to stipulation, and for good cause, the Court HEREBY ORDERS:

2 Plaintiffs shall be permitted to file a Consolidated Amended Class Action
3 Complaint for purposes of effectuating the Parties' proposed settlement,
4 including clarifying the class definition and the scope of the injunctive relief
5 sought.
6

7 **IT IS SO ORDERED.**
8

9 DATED: _____

10 _____
11 HONORABLE STEPHEN V. WILSON
12 UNITED STATES DISTRICT JUDGE
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19 *Interim Class Counsel and Plaintiffs' Executive Committee*
20 *[Additional Counsel Listed on Signature Page]*

21 UNITED STATES DISTRICT COURT
22 CENTRAL DISTRICT OF CALIFORNIA
23 WESTERN DIVISION

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

25 **IN RE USC STUDENT**
26 **HEALTH CENTER**
27 **LITIGATION**

28 [consolidated with No. 2:18-cv-04940-SVW-GJS, No. 2:18-cv-05010-SVW-GJS, No. 2:18-cv-05125-SVW-GJS, and No. 2:18-cv-06115-SVW-GJS]

**PLAINTIFFS' NOTICE OF
MOTION AND MOTION FOR
APPOINTMENT OF SPECIAL
MASTER**

Date: April 1, 2019

Time: 1:30 p.m.

Ctrm: 10A

Hon. Stephen V. Wilson

**NOTICE OF MOTION AND MOTION FOR
APPOINTMENT OF SPECIAL MASTER**

TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

NOTICE IS HEREBY GIVEN that on April 1, 2019 at 1:30 p.m. or as soon thereafter as counsel may be heard, before the Honorable Stephen V. Wilson, in Courtroom 10A of the United States Courthouse, located at 350 W. 1st Street, 10th Floor, Los Angeles, California, Plaintiffs will and hereby do move the Court to appoint a special master pursuant to Federal Rule of Civil Procedure 53 to oversee the claim administration process in the proposed class action settlement agreement, including reviewing and evaluating claim submissions.

This motion is made following the conference of counsel pursuant to L.R. 7-3. This motion is based on this Notice of Motion and Motion, the concurrently filed Memorandum, Declarations, and exhibits thereto, the pleadings and papers on file, and upon such other matters as may be presented to the Court at the time of any hearing.

DATED: February 12, 2019.

Respectfully submitted,
HAGENS BERMAN SOBOL SHAPIRO
LLP

By /s/ Steve W. Berman

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Proposed Additional Class Counsel

MEMORANDUM IN SUPPORT OF MOTION FOR APPOINTMENT OF SPECIAL MASTER

I. INTRODUCTION

Plaintiffs submit this memorandum in support of their motion for appointment of a special master. The Parties have entered into a proposed class action settlement agreement (the “Settlement”), and seek the Court’s preliminary approval by motion filed contemporaneously with this one. The Settlement provides for the Court to appoint an independent special master to oversee the claim administration process, including reviewing and evaluating claim submissions. Settlement Agreement (“Agmt.”) § 7.1.

Plaintiffs hereby respectfully request that the Court appoint a special master pursuant to Federal Rule of Civil Procedure 53 for the purposes set forth in the Settlement.

II. LEGAL STANDARD

Fed. R. Civ. P. 53(a)(1)(A) permits a court to appoint a special master to “perform duties consented to by the parties.” Additionally, a court can appoint a special master to “address pretrial and posttrial matters that cannot be effectively and timely addressed” by the court. Fed. R. Civ. P. 53(a)(1)(C). “It is within a district court’s discretion to appoint a special master, and to decide the extent of the duties of a special master.” *In re Hanford Nuclear Reservation Litig.*, 292 F.3d 1124, 1138 (9th Cir. 2002).

Courts have a “long tradition, with its roots in equity, of using special masters in post-judgment proceedings.” *Cordoza v. Pac. States Steel Corp.*, 320 F.3d 989, 995 (9th Cir. 2003) (collecting cases). Courts frequently use special masters to oversee, administer, and allocate class action settlement claims. *E.g.*, *Friedman v. Guthy-Renker, LLC*, No 2:14-cv-06009-ODW, 2017 WL 6527295 (C.D. Cal. Aug. 21, 2017) (using special master to “analyze and value” class member claims in two-tiered settlement); *In re Am. Honda Motor Co., Inc.*, MDL

No. 06-1737-CAS, 2009 WL 1204495 (C.D. Cal. Apr. 17, 2009) (using special master to oversee settlement fund and review and evaluate claim forms).

Given the sensitive nature of allocating compensation equitably amongst class members in settlements involving sexual abuse, courts have found the use of special masters particularly appropriate in this context. *See, e.g., Anderson v. Chesley*, No. 2:10-116-DCR, 2010 WL 4736833, at *2 (E.D. Ky. Nov. 16, 2010) (describing use of special masters to administer settlement claims in sex abuse class action in state court); *Jane Doe No. 1 v. Johns Hopkins Hosp.*, Case No. 24-C-13-001041, 2014 WL 5040602 (Md. Cir. Ct. Sept. 19, 2014) (using Hon. Irma Raker as court-appointed adjudicator to in class settlement of claims of surreptitious photographing and inappropriate touching brought by former patients against gynecologist Dr. Nikita Levy and Johns Hopkins University); *Jane Doe 30's Mother v. Bradley*, 64 A.3d 379, 388–89 (Del. Super. Ct. 2012) (using court-appointed adjudicator to administer claims in sex abuse class settlement); *Jane Doe 2 v. The Georgetown Synagogue-Kesher Israel Congregation*, No. 2014 CA 007644 B (D.C. Super. 2018)¹ (same); *Doe v. Potter*, 225 S.W.3d 395 (Ky. Ct. App. 2006) (same).

III. DISCUSSION

As detailed in the contemporaneously filed papers in support of the Motion for Preliminary Approval, the proposed Settlement compensates Class members based on a three-tiered system. Every Class member will receive a guaranteed minimum payment just by virtue of being a Class member (Tier 1)—but every Class member is also eligible to make a claim and receive an award of up to \$250,000 (Tiers 2 and 3). Claims for higher-tier awards will be evaluated based on information submitted by Class members. Claimants who apply for the highest-level (Tier 3) award will also participate in interviews about their experiences with

¹ Opinion attached to Mot. for Preliminary Approval as Ex. 2.

1 Dr. Tyndall.

2 The Settlement provides for the Court to appoint an independent Special
3 Master to oversee this process and allocate the claim awards. Appointing a special
4 master is essential here to ensure equitably allocation of the claim awards among
5 those claimants who submit Tier 2 or Tier 3 claims, while also being sensitive to
6 the needs of trauma victims. As described below, the parties have identified and
7 interviewed two candidates for the Court's consideration.

8 **A. The Special Master's Role.**

9 The Settlement defines "Special Master" as "an independent, mutually
10 agreeable individual with knowledge of and experience with claims of sexual
11 abuse." Agmt. § 7.1.

12 Among other designated responsibilities, the Special Master will assess and
13 adjudicate the Claims Awards for various Tier 2 and Tier 3 Claims. *Id.* In doing so,
14 the Special Master will draw on the assistance and guidance of a team of experts in
15 gynecology, psychology, psychiatry, PTSD, and the unique needs of sexual trauma
16 survivors, and trained specialists who will assist in reviewing claim forms and
17 conducting interviews under the Special Master's supervision. *Id.* § 2.40. In
18 consultation with the parties and her team of experts, the Special Master shall
19 develop the protocols for interviews, claim forms, and other oral or written direct
20 contact with Class members relating to Tier 2 and Tier 3 claims. *Id.*

21 The Special Master will determine whether claimants' claim form or
22 interview is credible; whether the conduct or statement(s) described fall outside the
23 scope of accepted medical standards of care applicable during the relevant time, or
24 the conduct or statements were otherwise actionable; and, based on an assessment
25 of the emotional distress and/or bodily injury to the claimant, the Special Master
26 will recommend a claim award amount. *Id.* §6.4.

27 The Special Master will also personally hear and evaluate the appeals of any
28 claimants who wish to challenge their claim award. The Special Master's decision

1 on appeals will be final. *Id.* §6.6.

2 While she will be assisted by her team of experts and specialists, part of the
3 Special Master’s role will entail direct contact with victims in the form of
4 interviews with claimants. She may also be asked to speak to victims about the
5 Settlement Claims Process, in order to provide a trustworthy “face of the
6 settlement” to reassure victims that they will be treated with compassion and
7 understanding of how difficult it can be for them to talk about their traumatic
8 experiences.

9 The combination of an experienced special master and her team of experts
10 ensures the review and allocation of higher tier claims will be sensitive to the needs
11 of victims of sexual assault and cognizant of the ways in which past trauma affects
12 the ways victims communicate about their traumatic experiences and the impact of
13 those experiences on them, and take those factors into account when performing the
14 analysis necessary to determine damages and allocate consistently and fairly
15 amongst claimants. In other words, these are not your typical claimants, this is not
16 your typical claims program—and the typical claims administration model does not
17 fit.

18 The proposed approach here—the use of an experienced special master
19 assisted by a team of experts—was successfully employed in the *Johns Hopkins*
20 class settlement, using the Hon. Irma Raker as special master.² A similar approach
21 has been used successfully in other sex abuse class settlement claims programs as
22 well. *See, e.g., Bradley*, 64 A.3d at 388–89 (claims reviewed by adjudicator in
23 consultation with pediatrician and child and adolescent psychiatrist); *Georgetown*
24 *Synagogue*, Mot. for Preliminary Approval Ex. 2 (use of physician as “Independent
25 Claims Expert” to administer settlement claims); *Doe v. Potter*, 225 S.W.3d 395
26 (use of “Settlement Master” to evaluate and adjudicate claims).

27 _____
28 ² *Johns Hopkins*, 2014 WL 5040602.

1 **B. The Candidates**

2 Plaintiffs present the following candidates to the Court:

3 **1. Hon. Irma S. Raker**

4 Most recently and most relevantly, Judge Raker served as the Special Master
5 and Claims Adjudicator overseeing and administering the claims process in the
6 \$190 million class settlement of claims of surreptitious photographing and
7 inappropriate touching brought by former patients against gynecologist Dr. Nikita
8 Levy and Johns Hopkins University.³ Of the 14,000 former patients who received
9 notice of the settlement, 9,000 made claims in the settlement.

10 Judge Raker served as an Associate Judge of the District Court of Maryland,
11 Montgomery County from 1980 to 1982, as Associate Judge of the Montgomery
12 County Circuit Court from 1982 to 1993, and on the Maryland Court of Appeals
13 (the state's highest court) from 1994 until her retirement in 2008. Judge Raker now
14 periodically sits on the Court of Special Appeals and the Court of Appeals as a
15 senior judge, and serves as a private arbitrator and mediator.⁴

16 Judge Raker served on the Montgomery County, Maryland, Sexual Offenses
17 Committee, where she was instrumental in developing the "rape kit" and other
18 innovations that the Police Department implemented to better address sexual
19 offenses. In 1977, she served on a statewide task force to rewrite sexual offense
20 laws in Maryland, and contributed heavily to the revised laws, which modernized
21 the laws related to sexual offenses.

22 As a private mediator, Judge Raker successfully mediated to settlement a
23 claim alleging unlawful, surreptitious videotaping of women in a private gym by
24 the security guard. As a prosecutor in the 1970's, Judge Raker screened and
25 evaluated all the sexual child abuse cases in the County and prosecuted many rape

26
27 ³ *Jane Doe No. 1, et al. v. Johns Hopkins Hospital, et al.*, Case No. 24-C-13-001041
(Md. Cir. Ct. 2014).

28 ⁴ See CV of Judge Irma S. Raker, attached as Ex. 1.

1 cases and gang rape cases.

2 In her role as Special Master, Judge Raker oversaw a team of trained
3 specialists who interviewed each of the 9,000 claimants telephonically for 30 to 60
4 minutes each. Judge Raker worked with class counsel and a team of psychology
5 experts to design the interview protocols and claim assessment factors. After all
6 claims were assessed, Judge Raker alone made the allocation decision for each and
7 recommendation to the Court of settlement payments for each claimant, which the
8 Court approved.

9 Judge Raker also created and implemented the appeal process. She
10 personally heard appeals by conducting in-person meetings with claimants who
11 wished reconsideration of their award. This was manageable because fewer than
12 3% of the 9,000 claimants appealed.

13 In addition to speaking directly with victims during the initial allocation
14 process and appeals, Judge Raker also spoke to victims in videos explaining the
15 claims process posted on the settlement web page⁵ and in media appearances to
16 educate and explain the terms of the settlement and the process.

17 Plaintiffs' class counsel from the *Johns Hopkins* case spoke very highly of
18 Judge Raker's work as special master in that case, and strongly recommended her
19 as exceptionally well qualified to serve as Special Master for the USC Settlement,
20 with the experience, skills, and sensitivity to do the job well.

21 Judge Raker's work on the *Johns Hopkins* case is now complete, and she is
22 available and very interested in serving as Special Master here. Judge Raker has no
23 grounds for disqualification under 28 U.S.C. § 455.⁶

24 **2. Hon. Irma E. Gonzalez (Ret.)**

25 Judge Gonzalez was appointed to the United States District Court for the
26 Southern District of California in 1992, serving as Chief Judge from 2005 to 2012.

27 ⁵ See <https://www.drlevyclassaction.com/caseinformation.html>.

28 ⁶ See Raker Decl.

1 Prior to her appointment to the federal bench, Judge Gonzalez also worked as an
2 Assistant U.S. Attorney in the District of Arizona and the Central District of
3 California, as well as an attorney in private practice. She later served as a U.S.
4 Magistrate judge and a San Diego County Superior Court judge. Following her
5 nearly three-decade judicial career, Judge Gonzalez joined JAMS.

6 Judge Gonzalez's JAMS profile⁷ describes her as follows: "Highly regarded
7 among counsel for her fairness and deep knowledge of legal issues, Judge Gonzalez
8 brings an experienced approach to resolving even the most complex and
9 contentious disputes. Her background makes her an ideal arbitrator, mediator, and
10 special master for cases involving a wide range of issues, including business, class
11 action, employment, intellectual property, and securities matters, among others.
12 Judge Gonzalez is also fluent in Spanish."

13 Interim Class Counsel spoke with Judge Gonzalez about the Special Master
14 role in this Settlement, and about her experiences. As an initial matter, Judge
15 Gonzalez indicated she knows and has great respect for the Court. Judge Gonzalez
16 approved many settlement classes during her time on the bench, but she has not
17 overseen a class settlement claims process. As a mediator, Judge Gonzalez has
18 handled claims of sexual harassment and discrimination in the employment context,
19 and in that role interacted with victims of severe emotional distress. Judge Gonzalez
20 said she would be comfortable with the public-facing aspect of being the "face of
21 the settlement" and encouraging Class members to trust the process. Judge
22 Gonzalez is willing and enthusiastic about the opportunity to serve as Special
23 Master, and has no grounds for disqualification under 28 U.S.C. § 455.⁸

27 ⁷ Available at <https://www.jamsadr.com/gonzalez/>.

28 ⁸ See Gonzalez Decl.

1 **IV. CONCLUSION**

2 For these reasons, Plaintiffs respectfully request that the Court issue an order
3 pursuant to Federal Rule of Civil Procedure 53 appointing the Hon. Irma S. Raker
4 or the Hon. Irma E. Gonzalez as Special Master to oversee and adjudicate the
5 Settlement Claims Process in conformance with Sections 6 and 7 of the Settlement.

6
7
8 Dated: February 12, 2019

Respectfully submitted,

9
10 By: /s/ Steve W. Berman

11 Steve W. Berman
12 Shelby R. Smith
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27 Email: akmartin@lchb.com
28 Email: eballan@lchb.com

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4 Elizabeth A. Kramer
5 Jordan Elias
6 GIRARD SHARP LLP
7 601 California Street, Suite 1400
8 San Francisco, California 94108
9 Tel.: (415) 981-4800
10 Fax: (415) 981-4846
11 Email: dgirard@girardsharp.com
12 Email: ekramer@girardsharp.com

13
14 *Plaintiffs' Executive Committee and*
15 *Interim Class Counsel*

16 Joseph G. Sauder
17 Matthew D. Schelkopf
18 Lori G. Kier
19 SAUDER SCHELKOPF LLC
20 555 Lancaster Avenue
21 Berwyn, Pennsylvania 19312
22 Tel: (610) 200-0580
23 Fax: (610) 727-4360
24 Email: jgs@sstriallawyers.com
25 Email: mds@sstriallawyers.com
26 Email: lgk@sstriallawyers.com

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F: 215-238-1968
E: jshub@koh Swift.com

Proposed Additional Class Counsel

EXHIBIT 1

IRMA S. RAKER
191 EAST JEFFERSON STREET
ROCKVILLE, MARYLAND 20850
(240) 777-9330

JUDICIAL EXPERIENCE:

Court of Appeals of Maryland, Judge, 1994-2008; Senior Judge, 2008-Present
Circuit Court for Montgomery County, Associate Judge, 1982-1994
District Court of Maryland, Associate Judge, 1980-1982

LEGAL EXPERIENCE:

Certified Mediator and Arbitrator, 2008-Present
American Arbitration Association, Arbitrator and Mediator, 2015-Present
Sachs, Greenebaum and Tayler, Partner, 1979-1980
State's Attorney's Office for Montgomery County, Assistant State's Attorney, 1973-1979

EDUCATION:

Certified Mediator:

American Bar Association, 2007
Appellate Mediation, Maryland Court of Special Appeals, December 2009-Present

Law School:

Washington College of Law of The American University, Juris Doctor, December 1972

Post-Graduate Studies:

The Hague Academy of International Law, The Hague, Holland, July 1959

Undergraduate Studies:

Syracuse University, Bachelor of Arts, June 1959

BAR MEMBERSHIPS:

Court of Appeals of Maryland, 1973
Court of Appeals of the District of Columbia, 1974
United States District Court for the District of Maryland, 1977
United States Court of Appeals for the Fourth Circuit, 1977

TEACHING ACTIVITIES:

National:

Washington College of Law of The American University, Adjunct Professor, Trial
Practice, 1980-Present
Maryland Judicial Institute, faculty member, 1984-2008

International:

The Court of Bosnia and Herzegovina, Sarajevo, Lecturer, April 2005
Taiwan High Court, Taiwan, Lecturer, May 2001
Consultant at Conference for Newly Independent States, Leiden, The Netherlands,
November 1995

PROFESSIONAL ACTIVITIES:

Senior Judges Committee, Maryland Judicial Conference, 2015-Present
Maryland Access to Justice Commission, Chair, 2008-2014
Maryland Judicial Conference, Judicial Compensation Committee, Chair, 1997-2008
Attorney General's and Lt. Governor's Family Violence Council, 1995
Maryland Special Committee to Revise Article 27, Crimes and Punishment, Annotated
Code of Maryland
Maryland Judicial Conference, Executive Committee, elected to represent Sixth Judicial
Circuit, Legislative Committee, 1985-1989
Commission to Study Bail Bond and Surety Industry in Maryland, appointed by Chief
Judge Murphy to represent Maryland Judicial Conference, 1981
District Court Committee on Criminal Law and Motor Vehicle Matters, Chairperson,
appointed by Chief Judge Sweeney, 1981-1982
Attorney Grievance Commission of Maryland, Inquiry Committee, 1978-1981

Maryland State Bar Association:

Maryland Bar Foundation, Fellow, 1989-Present
Board of Governors, elected 1981, 1982, 1985, 1986, 1990
Standing Committee to Draft Pattern Jury Instructions in Civil and Criminal Cases,
Chair; Sub-Committee to Draft Pattern Instructions in Criminal Cases, Chair, 1980-
2012; Member, 1980-Present
Criminal Law and Practice Section Council, Chair, 1983-1984; Member, 1973-Present;
Section Council Member, 2008, 2011-2013
Montgomery-Prince George's Continuing Legal Education Institute, Inc., Board of
Trustees, 1997
Special Committee on Law Related Education, 1983-2012
Judicial Administration Section Council, Member, 1994
Special Committee on the Centennial of the Maryland State Bar Association, Member,
1994
Judicial Administration Section Council, 1994-1998
Special Committee on Judicial Selection and Tenure, 1979
Special Committee on Environmental Law, 1978-1979
Special Committee on Trial by Jury, 1988-1993
Special Committee on Law Practice Quality, 1989-1992

American Bar Association:

American Bar Association Fellow
Criminal Justice Standards Committee Task Force on Diversion and Special Courts,
Chair, 2006-2010
Criminal Justice Standards Committee, Chair, 2002-2004, Chair, 1995-1996, Member,
1994-1996

Criminal Justice Standards Pretrial Release and Speedy Trial Task Force, 1999-2001
ABA Bar Foundation Fellow, 1994-Present
Criminal Justice Section Council, elected 3-year term, 1997
Criminal Justice Standards Committee Task Force on Trial by Jury and Discovery, 1991-1993
Committee on Rights of Victims in the Criminal Justice System, 1992
Ad Hoc Committee on the Indigent Defense Crisis, 1992-1993
Judicial Division International Courts Committee, 2006

Montgomery County Bar Association:

Bar Leaders, Montgomery County Bar Foundation
Executive Committee, elected 1979-1980
Criminal Law Section, Chairperson, 1978-1979
Ethics Committee, 1977-1978
Nominating Committee, 1977-1978
Circuit Court Committee
Correctional Reform Committee
Committee on Administration of Justice

American Law Institute, elected 1997, Member

American Inns of Court:

Fahy Inn, Executive Committee & Charter Member, 1983-1985
J. Dudley Digges Inn, 1985-2000
Alan J. Goldstein Inn, President, 1995-1996

PUBLICATIONS:

Article, *Fourth Amendment and Independent State Grounds*, 77 MISS. L.J. 401 (2007)
Note, *The New "No-Knock" Provisions and its Effect on the Authority of the Police to Break and Enter*. 20 Am. U. L. Rev. 467 (1970-71)

HONORS:

Simon E. Sobeloff Law Society Sobeloff Award, 2016
Public Justice Center - Access to Justice, 2014
Maryland Bar Foundation, H. Vernon Eney Award, June 2009
Maryland State's Attorney's Association Leadership Award, 2008
American Bar Association, Margaret Brent Women Lawyers of Achievement Award, August, 2007
Lady Justice Award, National Association of Women Judges, District 4, 2007
The Daily Record's Leadership in Law Award, 2001
National Association of Social Workers' Public Citizen of the Year Award, 2001
Certificate of Appreciation presented by Montgomery County Bar Association for contribution to the Mentor-Mentee Program, 2000
Outstanding Jurist Award presented by Montgomery County Bar Association, 2000
Recognized by *The Daily Record* as one of "Maryland's Top 100 Women," 1998, 1999, 2001 and 2003
The Daily Record's Circle of Excellence, 2001

Midwood High School Alumni Association, Lifetime Achievement Award, 1999
Girl Scouts of Central Maryland, Distinguished Women Award, 1999
Montgomery County Bar Association Century of Service Award, 1999
The American University, Washington College of Law Distinguished Alumna Award, 1999
Included in *Women of Achievement in Maryland History*, a historical reference book on extraordinary achievements of women in Maryland American Red Cross, Maryland Chapter, Elizabeth Dole Woman of Achievement Award, 1998
Who's Who in America, *Who's Who in American Law*, *Who's Who of American Women*, *Who's Who in the East*
Syracuse University Alumni Club of Greater Baltimore, Outstanding Alumnus, Spokesperson & Jurist, 1996
Margaret Brent Trailblazers Award presented by The American Bar Association Commission on Women in the Profession and The Women's Bar Association of Maryland, 1995
New York Bar Foundation, Award of Appreciation, 1995
Outstanding Syracuse University Alumna Award in Commemoration of 125th Anniversary of the founding of Syracuse University, 1995
Rita C. Davidson Award, Recipient of Annual Award, Women's Bar Association of Maryland, 1995
Ninth Annual Dorothy Beatty Memorial Award for Significant Contribution to Women's Rights, Women's Law Center, 1994
Robert C. Heeney Award, Recipient of Annual Award, Maryland State Bar Criminal Law Section, 1993
Women Legislators of Maryland, The General Assembly, Citation, in recognition of outstanding contributions to the advancement and welfare of women in Maryland, 1989
Congregant of Excellence, awarded by Adas Israel Men's Club, 1988
"Celebration of Women" Award, Pioneer Women Na'amat Outstanding Service on Behalf of Victims of Family Violence, 1985
Montgomery County Government Certificate of Appreciation and Recognition for contribution to a more responsive approach to the problems of domestic violence, 1983
Montgomery County Government Award for Outstanding Contribution to the Task Force on Battered Spouses, 1982
Montgomery County Government Certificate of Appreciation and recognition for two years of outstanding work to promote the safety and dignity of women as a member of the Montgomery County Sexual Offenses Committee, 1977
Lawyer's Cooperative Publishing Company and Bancroft Whitney awards for highest grade in Torts, Criminal Procedure and Modern Land Transactions, 1971-1973
American University Law Review, Associate Editor, 1972
Lura E. Turley Prize, American University, 1972
Merit Scholarship to Attend Hague Academy of International Law, 1959
Pi Sigma Alpha, National Political Science Honorary, 1958
Deans List, Syracuse University, 1957-1959

PROFESSIONAL ASSOCIATIONS:

American Bar Association, 1974-2013
Maryland State Bar Association, 1973-Present
Montgomery County Bar Association, 1973-Present
Women's Bar Association of Maryland, 1974-Present
Women's Bar Association of the District of Columbia, 1978-Present
National Association of Women Judges, 1980-Present, Maryland Chapter, elected
Treasurer, 1991; elected President, Maryland Chapter, 1994
The International Academy of Trial Judges, 1989-Present
National District Attorney's Association, 1973-1980
Network 2000, 1996-2011
The Women's Forum of Washington, DC, 2004-2012
Cosmos Club, Member, 2008-Present

CIVIC ACTIVITIES:

Washington College of Law, Dean's Advisory Council, Member, 1998-2009
Syracuse University's Maxwell School of Citizenship and Public Affairs Advisory Board,
Member, 1996-2004
Bethesda-Chevy Chase YMCA Committee of Management, 1995-2004
Montgomery County Task Force on Battered Spouses, 1981
Montgomery County Advisory Committee on Environmental Protection, 1980
Montgomery County Crisis Center, Citizens Advisory Board, 1979, 1980
Montgomery County Advisory Committee to County Executive on Child Abuse, 1976-
1977; Battered Spouses, 1977-1978
Montgomery County Sexual Offenses Committee, 1976, 1977
West Bradley Citizens Association, Treasurer, Vice-President, 1964-1968

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

**IN RE USC STUDENT
HEALTH CENTER
LITIGATION**

No. 2:18-cv-04258-SVW

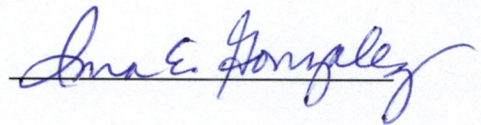
[consolidated with No. 2:18-cv-04940-SVW-GJS, No. 2:18-cv-05010-SVW-GJS, No. 2:18-cv-05125-SVW-GJS, and No. 2:18-cv-06115-SVW-GJS]

**DECLARATION OF THE HON.
IRMA E. GONZALEZ**

1 I, Irma E. Gonzalez, hereby declare as follows:

- 2 1. I served as a District Judge for the United States District Court for the
3 Southern District of California in 1992, and served as Chief Judge from 2005 to
4 2012. I now serve as a private arbitrator and mediator with JAMS.
5
- 6 2. I have familiarized myself with the issues and persons in the matter captioned
7 *In re USC Student Health Center Litigation*, No. 2:18-cv-04258-SVW.
8
- 9 3. I affirm that I have no relationship to the parties, counsel, action, or Court
10 that would require disqualification under 28 U.S.C. § 455, nor is there any other
11 ground under 28 U.S.C. § 455 that would disqualify me from serving as Special
12 Master in this case.
- 13 4. I declare under penalty of perjury that the foregoing is true and correct.
14

15 Executed on February 5, 2019 in San Diego, California.

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18 Irma E. Gonzalez
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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

**IN RE USC STUDENT
HEALTH CENTER
LITIGATION**

No. 2:18-cv-04258-SVW

[consolidated with No. 2:18-cv-04940-SVW-GJS, No. 2:18-cv-05010-SVW-GJS, No. 2:18-cv-05125-SVW-GJS, and No. 2:18-cv-06115-SVW-GJS]

**DECLARATION OF THE HON.
IRMA S. RAKER**

1 I, Irma S. Raker, hereby declare as follows:

2 1. I served as an Associate Judge of the District Court of Maryland,
3 Montgomery County from 1980 to 1982, as Associate Judge of the Montgomery
4 County Circuit Court from 1982 to 1994, and on the Maryland Court of Appeals
5 from 1994 until my retirement in 2008. I am designated to sit on call-back status as
6 a Senior Judge, retired, on the Maryland Court of Appeals and the Maryland Court
7 of Special Appeals.
8

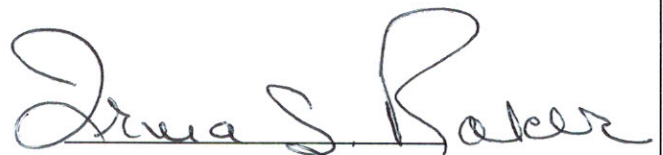
9 2. I now serve as a private arbitrator and mediator.

10 3. I have familiarized myself with the issues and persons in the matter
11 captioned *In re USC Student Health Center Litigation*, No. 2:18-cv-04258-SVW.
12

13 4. I affirm that I have no relationship to the parties, counsel, action, or
14 Court that would require disqualification under 28 U.S.C. § 455, nor is there any
15 other ground to my knowledge or belief under 28 U.S.C. § 455 that would
16 disqualify me from serving as the Claims Adjudicator and Special Master in this
17 case.
18

19 5. I declare under penalty of perjury that the foregoing is true and correct.
20

21 Executed on February 11, 2019 in Bethesda, Maryland.
22

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25 Irma S. Raker
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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

**IN RE USC STUDENT
HEALTH CENTER
LITIGATION**

No. 2:18-cv-04258-SVW
[consolidated with No. 2:18-cv-04940-SVW-GJS, No. 2:18-cv-05010-SVW-GJS, No. 2:18-cv-05125-SVW-GJS, and No. 2:18-cv-06115-SVW-GJS]
**[PROPOSED] ORDER APPOINTING
SPECIAL MASTER**

1 The Court, having reviewed the proposed Settlement submitted by the parties
2 and Plaintiffs' Motion for Appointment of a Special Master,
3

4 1. IT IS HEREBY ORDERED, pursuant to Federal Rule of Civil
5 Procedure 53 and with the consent of the parties, that _____ is appointed
6 Special Master for Settlement and Claims Administration until further ORDER of
7
8 this Court.

9 2. IT IS FURTHER ORDERED that the Special Master shall oversee the
10 claims process set forth in the Settlement and will review and allocate Tier 2 and
11 Tier 3 claims. The Special Master, in consultation with her team of experts, will also
12 develop protocols for claim forms, interviews, and other communications with Tier 2
13 and 3 claimants.
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16 3. The Special Master may retain additional individuals with expertise in
17 gynecology, psychology, psychiatry, PTSD, and the unique needs of sexual trauma
18 survivors to assist her in reviewing and processing submitted claims. The Special
19 Master will have discretion to appoint a team as needed to perform her duties,
20 subject to approval of the Court.
21
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23 4. Pursuant to Rule 53(b)(2), the Court hereby directs the Special Master
24 to proceed with all reasonable diligence to perform the duties set forth herein, as well
25 as any additional duties that the Court in its discretion may impose from time to time
26 as necessary by further orders.
27
28

1 5. The Special Master shall have the authority to take all appropriate
2 measures to perform the assigned duties fairly and efficiently. To the extent the
3
4 Special Master issues any order, report, or recommendation on any dispute referred
5 to her by the Court or the parties, the Special Master shall comply with all the
6 requirements of Rule 53(d) respecting entry of any such order.
7

8 6. The Special Master may, at any time, communicate *ex parte* with the
9 parties and their counsel for any purpose relating to the duties described herein.
10

11 7. The Special Master may, at any time, communicate *ex parte* with the
12 Court for any purpose relating to the duties described herein.

13 8. Pursuant to Rule 53(b)(2)(C), the Claims Administrator, overseen by the
14 Special Master, shall maintain orderly files relating to the claims adjudication
15 process. The Special Master shall report to the Court as directed by the Court. The
16 Special Master shall file any written orders, findings, and/or recommendations with
17 the Court via the Court's Electronic Case Filing ("ECF") system. Such filing shall
18 fulfill the Special Master's duty to serve her order(s) on the parties pursuant to Rule
19 53(e).
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22 9. Within ten (10) business days of this Order, the Special Master shall
23 hold a conference call with counsel for the parties to discuss the terms of this Order
24 and the process for implementing and overseeing the Settlement claims process.
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27 10. The Special Master's team will review all Tier 2 and Tier 3 submissions
28 from Class members, along with the associated documentation. For Tier 3

1 submissions, the Special Master's team will arrange for the claimant to participate in
2 an interview.

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4 11. The Special Master will determine the appropriate award
5 recommendation for each Tier 2 and Tier 3 claim. The Special Master's award
6 amount may be increased or decreased by pro rata adjustment, as set forth in the
7 Settlement.
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9 12. The Special Master or her designee will personally hear and evaluate
10 the appeals of any claimant who wishes to challenge her award. The Special
11 Master's decision on appeals will be final.
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13 13. The Special Master may also undertake other efforts to facilitate the
14 Claim Administration process, including, for example, speaking with victims about
15 the Settlement claims process to reassure individuals that they will be treated with
16 compassion and understanding of how difficult it can be for them to talk about their
17 traumatic experiences.
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20 14. The Special Master may have access to confidential information and/or
21 medical records, including but not limited to, information which is subject to the
22 confidentiality provisions of the Settlement and the Stipulated Protective Order
23 entered by the Court in this case. The Special Master shall be bound by the terms of
24 the Settlement and Stipulated Protective Order.
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27 15. The Special Master and her team shall be reasonably compensated for
28 their time and entitled to reimbursement for reasonable expenses related to carrying

1 out the duties set forth in this Order and the Settlement Agreement. The total
2 compensation to the Special Master for performing her duties shall be for an amount
3 to be approved by the Court, plus disbursements for reasonable expenses, such as
4 travel. The Special Master's compensation shall be paid from the Settlement Fund.
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6 16. Within thirty (30) days of the entry of this Order, the Special Master
7 will submit to the Court for review a proposed plan setting forth compensation for
8 the Special Master. If the Special Master and the Court are unable to agree upon a
9 reasonable compensation plan, the Special Master will not be obligated to accept her
10 appointment under this Order and her appointment will terminate.
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12 17. Should the initial compensation plan prove unreasonable or inadequate,
13 the Court may, pursuant to Fed. R. Civ. P. 53(g)(1), set a new basis and terms for
14 additional compensation after giving notice to the parties and an opportunity to be
15 heard.
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1 18. It is understood that additional costs are expected to be incurred during
2 the course of the Allocation process. These costs may include, but are not limited to,
3 administrative expenses, hearing rooms, court reporters, translators, administrative
4 assistants, experts, travel, and additional professional and adjudication expenses.
5 These costs are unknown at this time and shall be submitted to the Court separate
6 and apart from the Special Master's compensation. These costs will be submitted to
7 the Court periodically, and will be paid by the Settlement Fund after approval of this
8 Court.
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12 **IT IS SO ORDERED.**

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14 Dated: _____

15 STEPHEN V. WILSON
16 UNITED STATES DISTRICT JUDGE
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