

# EXHIBIT G

## **PLAN OF ALLOCATION**

*John Doe, et al. v. Kaiser Foundation Health Plan, Inc., et al.*

Case No. 3:23-cv-02865-EMC (N.D. Cal.)

If the Settlement is finally approved by the Court and the Effective Date occurs,<sup>1</sup> the Net Settlement Fund shall be distributed to Authorized Claimants (i.e., Settlement Class Members who submit Claims to the Settlement Administrator that are approved by the Court for payment from the Net Settlement Fund) in accordance with the following Plan of Allocation.

**Objective:** The goal of this Plan of Allocation is to distribute the Net Settlement Fund in a way that ensures that all eligible Settlement Class Members receive equal compensation.

### **A. Definitions**

1. Settlement Class means any and all Kaiser members<sup>2</sup> in the Kaiser Operating States<sup>3</sup>, subject to the exclusions below, who accessed the authenticated pages of the Kaiser Permanente websites or mobile applications listed below from November 2017 to May 2024:

Websites	
	<a href="https://wa-member.kaiserpermanente.org">https://wa-member.kaiserpermanente.org</a>
	<a href="https://healthy.kaiserpermanente.org">https://healthy.kaiserpermanente.org</a>
	<a href="https://mydoctor.kaiserpermanente.org">https://mydoctor.kaiserpermanente.org</a>
Mobile Applications	
	Kaiser Permanente Washington App
	Kaiser Permanente App
	My Doctor Online (NCAL Only) App
	My KP Meds App
	KP Health Ally App

Excluded from the Settlement Class are (1) the Judges presiding over the Action, Class Counsel, and immediate members of their families; (2) Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which

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<sup>1</sup> All capitalized terms not defined herein shall have the meanings ascribed to them in the Stipulation of Settlement dated August 13, 2025, available at [www.KaiserPrivacySettlement.com](http://www.KaiserPrivacySettlement.com).

<sup>2</sup> “Kaiser members” (also referred to in this Stipulation as “Kaiser Permanente members”) means current and former enrollees of the Kaiser Foundation Health Plan or any of its affiliates. Consolidated Class Action Complaint, ECF No. 271 ¶ 72.

<sup>3</sup> “Kaiser Operating States” (also referred to in this Stipulation as Kaiser Permanente Operating States) means California, Colorado, Georgia, Hawaii, Maryland, Oregon, Virginia, Washington, and the District of Columbia. Consolidated Class Action Complaint, ECF No. 271 ¶ 72.

the Defendant or its parents have a controlling interest, and their current or former officers and directors; (3) Persons who properly execute and submit a request for exclusions prior to the Opt-Out Deadline; (4) the successors or assigns of any such excluded Persons; and (5) the Kaiser Permanente Members Who Have Chosen to Arbitrate.

2. “Class Period” means November 2017 to May 2024.
3. “Net Settlement Fund” means the portion of the Settlement Amount (plus interest) remaining after the deduction of Court-ordered payments for attorneys’ fees and costs (if any), any Court-awarded Service Awards, the Settlement Administrator’s expenses and fees, and any taxes.
4. “Settlement Administrator” means the court-appointed Settlement Administrator. Plaintiffs have sought approval from the Court for Strategic Claims Services, Inc. to serve as the Settlement Administrator.
5. “Settlement Amount” means \$46,000,000.00. The Settlement Amount may be increased, but in no event will it exceed forty-seven million and five hundred thousand dollars (\$47,500,000.00), depending on certain conditions of the confidential Supplemental Agreement.

B. Each Settlement Class Member who completes and submits a valid Claim will receive a payment from the Net Settlement Fund as follows:

1. Each Authorized Claimant as defined in the Stipulation will receive his or her pro-rata share of the Net Settlement Fund (“Pro-Rata Share”).
2. Each Authorized Claimant’s Pro-Rata Share will be calculated by dividing the Net Settlement Fund by the total number of Authorized Claimants.

C. Settlement Payments

1. The Settlement Administrator shall issue a payment (“Settlement Payment”) to each Authorized Claimant identified through the methodology described above. Claimants will be requested to choose a method of payment on the Claim Form.
2. For each payment issued by check, the check shall be void if not negotiated within one hundred and twenty (120) calendar days after its date of issue (“Void Date”), and shall contain a legend to such effect. Checks that are not negotiated by the Void Date shall not be reissued unless otherwise directed by Class Counsel or ordered by the Court. All checks that are returned, undeliverable, or not cashed by the Void Date shall revert to the Net Settlement Fund. Any amount remaining in the Net Settlement Fund following the initial distribution to Authorized Claimants will be redistributed to Authorized Claimants on a pro-rata basis if a redistribution is determined to be cost effective by Class Counsel in consultation with the Settlement Administrator. Residual amounts that remain in the Net Settlement Fund as unclaimed following redistribution(s) (if redistribution(s) are

determined to be cost effective) shall be contributed to the following *cy pres* recipient(s), subject to Court approval, pursuant to the Stipulation: Institute for Public Health Innovation.

3. Unless the Court orders otherwise, an Authorized Claimant who fails to negotiate (i.e., accept) their payment from the Settlement within a reasonable time (as outlined in the Plan of Allocation above) shall be fully and forever barred from receiving payments pursuant to the Settlement but will in all other respects remain a Settlement Class Member and be subject to the provisions of the Parties' Stipulation of Settlement dated August 13, 2025, as amended ("Stipulation"), including the terms of any judgments entered and the releases given.

D. The Settlement Administrator may exercise reasonable judgment to resolve questions concerning the allocation of the Net Settlement Fund. The Settlement Administrator may consult with Class Counsel to address questions as they arise.

E. Payment pursuant to this Plan of Allocation, or such other allocation method approved by the Court, will be conclusive against all Settlement Class Members. No Person shall have any claim against Plaintiffs, Plaintiffs' counsel (including Class Counsel), Defendant, Defendant's Counsel, the Affiliated Entities, the Released Parties, or the Settlement Administrator or other agent designated by Class Counsel arising from distributions made substantially in accordance with the Stipulation, the allocation method approved by the Court, or further orders of the Court.

F. The Court may approve the forgoing Plan of Allocation as proposed or it may modify it without further written notice to the Settlement Class. Any orders regarding any modification of the Plan of Allocation will be posted at [www.KaiserPrivacySettlement.com](http://www.KaiserPrivacySettlement.com).