

**MONTANA FOURTH JUDICIAL DISTRICT COURT
MISSOULA COUNTY**

**REBECCA MURPHY, *individually and
on behalf of all others similarly situated,***

Plaintiff,

v.

WESTERN MONTANA CLINIC

Defendant.

CAUSE NO.: DV-32-2026- 0000056-OC

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into between Class Representatives,¹ individually and on behalf of the Settlement Class, and Defendant, as of the date last signed below. The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

I. Procedural History

1. On or about April 15, 2025, Western Montana Clinic (“WMC”) determined that an unauthorized third-party had accessed a certain employee email account between March 11, 2025 and April 15, 2025 (the “Data Incident”).

2. Following WMC’s investigation into the Data Incident, WMC mailed notification to approximately 9,506 individuals whose contact information, Social Security numbers, dates of birth, treating physicians, internal identification numbers, dates of service, medication

¹ All capitalized terms herein shall have the same meanings as those defined in Section II of this Agreement.

information, and treatment and/or diagnostic information (“PHI”) may have been implicated in the Data Incident. WMC also provided substitute notice regarding the Data Incident.

3. Following WMC’s mailing notification letters, on August 8, 2025, Jerri Lewis filed a putative class action against WMC in the Fourth Judicial District Court of Montana, Missoula County, Cause No. DV-32-2025-0000725-OC. On August 14, 2025, Rebecca Murphy filed a putative class action against WMC in the Fourth Judicial District Court of Montana, Missoula County, Cause No. DV-32-2025-0000752-OC. WMC removed both actions to the United States District Court for the District of Montana.

4. Shortly thereafter, the Parties decided to explore the potential for early resolution, and discussed at length the factual and legal issues in the Action and concerning the issues raised in the Action, and have agreed to a global, final settlement of the Action that renders the need for further litigation unnecessary.

5. During the course of settlement negotiations, the Parties agreed to proceed with settlement, and resolve the actions, in state court. As such, Jerri Lewis and Rebecca Murphy dismissed their federal cases, and Plaintiff Rebecca Murphy filed a putative class action in state court, captioned *Rebecca Murphy v. Western Montana Clinic*, Cause No. DV-32-2026-0000056-OC, pending in the Fourth Judicial District of Montana, Missoula County. Plaintiff asserts four causes of action for (1) negligence; (2) negligence *per se*; (3) breach of implied contract; and (4) unjust enrichment.

6. The Parties now agree to settle the Action entirely, without any admission by Defendant of liability or wrongdoing, with respect to all Released Claims. Defendant has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the complaints or related to the Data Incident, and to avoid the litigation costs

and expenses, distractions, burden, and disruption to its business operations associated with further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in the complaints and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the complaints. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement. Class Representatives enter into this Agreement to recover on the claims asserted in the complaints, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiff does not in any way concede that the claims alleged in the complaints lack merit or are subject to any defenses. The Parties intend this Agreement to bind the Class Representatives, Defendant, and all Settlement Class Members.

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows.

II. Definitions

7. “**Action**” means the lawsuit entitled *Rebecca Murphy v. Western Montana Clinic*, Cause No. DV-32-2026-0000056-OC, pending in the Fourth Judicial District of Montana, Missoula County.

8. “**Agreement**” or “**Settlement**” or “**Settlement Agreement**” means this Settlement Agreement between Class Representatives and Defendant and all exhibits thereto.

9. “**Claim(s)**” means a Claim Form submitted by a Settlement Class Member that is (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and

truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) returned via mail and postmarked by the Claim Deadline, or, if submitted online, submitted by 11:59 p.m. Mountain Standard Time on the Claim Deadline; and (e) determined to be valid by the Settlement Administrator.

10. “**Claimant**” means an individual who submits a Claim Form.

11. “**Claim Form**” means the proof of claim, substantially in the form attached hereto as *Exhibit 3*, which may be modified as necessary subject to the Parties’ approval.

12. “**Claim Deadline**” shall be 90 days after the Notice Date and means the last day by which a Claim may be submitted to the Settlement Administrator for a Settlement Class Member to be eligible for a Settlement Benefits.

13. “**Claim Process**” means the process by which Settlement Class Members submit Claims to the Settlement Administrator for the election of Settlement Benefits.

14. “**Class Counsel**” means John Heenan of Heenan & Cook P.C.

15. “**Class List**” means the list of the names and current or last known mailing address information, to the extent reasonably available, for the approximately 9,506 Settlement Class Members.

16. “**Class Representatives**” means Rebecca Murphy and Jerri Lewis.

17. “**Complaint**” means the Class Action Complaint filed in the Action on January 7, 2026, captioned *Rebecca Murphy v. Western Montana Clinic*, Cause No. DV-32-2026-0000056-OC, in the Missoula County District Court.

18. “**Court**” means the Fourth Judicial District Court, Missoula County, and the Judge(s) assigned to the Action.

19. “**Data Incident**” means the data incident experienced by Defendant between approximately March 11, 2025 and April 15, 2025, in which an unauthorized third-party accessed a certain WMC employee email account.

20. “**Defendant**” means Western Montana Clinic.

21. “**Defendant’s Counsel**” means Keeley O. Cronin of Baker & Hostetler LLP.

22. “**Effective Date**” means the day after the Final Approval Order, as defined in Paragraph 25 below, has been entered if there are no objections to the Settlement. If there are objections to the Settlement, then the Effective Date shall be the later of (a) 30 days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order, or (b) if appeals are taken from the Final Approval Order, then the earlier of 30 days after the last appellate court ruling affirming the Final Approval Order or 30 days after the entry of a dismissal of the appeal.

23. “**Final Approval**” means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order, substantially in the form attached to the Motion for Final Approval.

24. “**Final Approval Hearing**” means the hearing at which the Court will consider and finally decide whether to enter the Final Approval Order and at which the Court will consider Settlement Class Counsel’s request for payment of Service Awards and Class Counsel’s Attorneys’ Fees and Costs award request.

25. “**Final Approval Order**” means the final order and judgment the Court enters granting Final Approval of the Settlement. The proposed Final Approval Order shall be in a form agreed upon by the Parties and shall be substantially in the form attached as an exhibit to the Motion for Final Approval. Final Approval Order also includes the orders, which may be entered

separately, determining the amount of fees and costs awarded to Class Counsel, or Service Awards to Class Representatives.

26. “**Long Form Notice**” means the long form notice of the Settlement, substantially in the form attached hereto as *Exhibit 2*, that shall be posted on the Settlement Website and shall be available to Settlement Class members by mail on request made to the Settlement Administrator.

27. “**Medical Data Monitoring**” means the one year of CyEx Medical Shield Pro monitoring product that Settlement Class Members may elect as a benefit in the Settlement.

28. “**Motion For Attorneys’ Fees, Costs, and Service Awards**” means the motion to be made with the Motion for Final Approval seeking Class Counsel’s attorneys’ fees and reimbursement for costs, and Service Awards for the Class Representatives.

29. “**Motion for Final Approval**” means the motion that Class Counsel shall file with the Court seeking Final Approval of the Settlement.

30. “**Motion for Preliminary Approval**” means the motion that Class Counsel shall file with the Court seeking Preliminary Approval of the Settlement.

31. “**Notice**” means the Postcard Notice and Long Form Notice that Class Counsel will ask the Court to approve in connection with the Motion for Preliminary Approval.

32. “**Notice Date**” means 30 days after the Court’s entry of the Preliminary Approval Order.

33. “**Notice Program**” means the methods provided for in this Agreement for giving Notice to the Settlement Class and consists of the Postcard Notice and Long Form Notice, along with the Settlement Website and the Settlement Class Member toll-free telephone line.

34. “**Notice of Deficiency**” means the notice sent by the Settlement Administrator to a Settlement Class Member who has submitted an invalid Claim.

35. “**Objection Deadline**” means 60 days after the Notice Date. The postmark date shall constitute evidence of the date of mailing for these purposes.

36. “**Opt-Out Deadline**” means 60 days after the Notice Date. The postmark date shall constitute evidence of the date of mailing for these purposes.

37. “**Party**” means each of the Class Representatives and Defendant, and “**Parties**” means Class Representatives and Defendant collectively.

38. “**Private Health Information**” means some combination of contact information, Social Security numbers, dates of birth, treating physicians, internal identification numbers, dates of service, medication information, and treatment and/or diagnostic information.

39. “**Plaintiff**” means Rebecca Murphy.

40. “**Postcard Notice**” means the postcard notice of the Settlement, substantially in the form attached hereto as *Exhibit 1*, that the Settlement Administrator shall disseminate to Settlement Class Members by mail.

41. “**Preliminary Approval**” means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order, substantially in the form submitted with the Motion for Preliminary Approval.

42. “**Preliminary Approval Order**” means the order preliminarily approving the Settlement and proposed Notice Program, substantially in the form attached to the Motion for Preliminary Approval.

43. “**Related Entities**” means Defendant and its respective past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of its and their respective predecessors, successors, directors, officers, principals, agents, attorneys, insurers, and reinsurers, and includes, without limitation, any Person related to any such entity who is, was, or could have

been named as a defendant in this Action, other than any Person who is found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

44. “**Releases**” means the releases and waiver set forth in Section XIII of this Agreement.

45. “**Released Claims**” collectively means any and all past, present, and future claims and causes of action, including, but not limited to, any causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality, including 15 U.S.C. § 45, *et seq.*, and all similar statutes in effect in any states in the United States, violations of all state statutory claims, negligence, negligence *per se*, breach of contract, breach of implied contract, breach of fiduciary duty, breach of confidence, invasion of privacy, fraud, misrepresentation (whether fraudulent, negligence, or innocent), unjust enrichment, bailment, wantonness, failure to provide adequate notice pursuant to any breach notification statute or common law duty, and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys’ fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver, whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal or equitable relief that either has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Parties based on, relating to, concerning or arising out of the Data Incident, including Unknown Claims, released by this Settlement Agreement, as set forth in this Settlement. Released Claims shall not include the

right of any Settlement Class Member, Class Counsel, or any of the Released Parties to enforce the terms of the settlement contained in this Settlement Agreement, and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class.

46. **“Released Parties”** means the Related Entities and each of their/its past or present parents, subsidiaries, divisions, and related or affiliated entities, including joint ventures and joint venture partners, and each of their respective predecessors, successors, directors, officers, principals, agents, attorneys, insurers, and reinsurers.

47. **“Service Awards”** means the amounts to be paid to the Class Representatives for serving as Class Representatives, not to exceed \$2,500 per Class Representative or \$5,000 total.

48. **“Settlement Administrator”** means Angeion Group (“Angeion”), a company experienced in administering class action claims generally and specifically those of the type provided for in this Settlement.

49. **“Settlement Administration Costs”** means the reasonable costs and fees of the Settlement Administrator regarding Notice and administration of the Settlement.

50. **“Settlement Benefits”** means the benefits for 1) Medical Data Monitoring; 2) Lost Time; and 3) Documented Out-of-Pocket Losses that Settlement Class Members may file Claims for under this Settlement Agreement, as set forth in Section IV.

51. **“Settlement Class”** means all individuals whose Personal Health Information was potentially impacted in the Data Incident experienced by Defendant, including all those who were sent notice of the Data Incident. Excluded from the Settlement Class are (a) Defendant and Defendant’s affiliates, parents, subsidiaries, directors, officers, and agents, or its respective subsidiaries and affiliated companies; (b) governmental entities; (c) the Judge(s) assigned to the

Action and their immediate family, and Court staff; (d) anyone who perpetrated the Data Incident; and (e) anyone who validly excludes themselves from the Settlement.

52. “**Settlement Class Member**” means any member of the Settlement Class who has not timely opted out of the Settlement.

53. “**Settlement Website**” means the website the Settlement Administrator will establish as a means for Settlement Class Members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to this Agreement, the Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval, Motion for Attorneys’ Fees, Costs, and Service Awards, and Final Approval Order, as well as other documents as the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable for at least six months after Final Approval.

III. Certification of the Settlement Class

54. In the Motion for Preliminary Approval, Class Counsel shall propose and request to the Court that the Settlement Class be certified for purposes of settlement only. Defendant agrees solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that this case shall proceed as a class action; provided however, that if a Final Approval Order is not issued, then any certification shall be null and void and, for the avoidance of doubt, Defendant shall retain all rights to object to any future requests to certify a class. Class Counsel shall not reference this Agreement in support of any subsequent motion for class certification of any class in the Action in such event.

IV. Settlement Terms

55. The Settlement shall be administered on a wholly claims-made basis. Settlement Class Members may submit a Claim Form to receive Settlement Benefits. The Settlement

Administrator will only issue Settlement Benefits under the Settlement Agreement. The Settlement Class Members must timely submit a Claim by the Claim Deadline. The Settlement Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement Administrator's Notice of Deficiency may result in a determination that the Claim is not a valid Claim. Any Settlement Class Member who fails to submit a valid Claim Form will not receive any benefits under this Settlement and shall be bound by the Settlement Agreement, including the releases described herein.

56. **Settlement Benefits.** Settlement Class Members may submit a Claim to receive 1) Medical Data Monitoring; 2) reimbursement for Lost Time; and/or 3) reimbursement for Documented Out-of-Pocket Losses.

a. **Reimbursement for Lost Time.** Settlement Class Members may submit a claim for up to three hours of time spent responding to the Data Incident at \$20 per hour (up to \$60 total per Settlement Class Member). To receive payment for attested time losses, a Settlement Class Member must elect Lost Time on the Claim Form and provide an attestation and written description of (i) the actions taken in response to the Data Incident, and (ii) the time associated with those actions.

b. **Reimbursement for Documented Out-of-Pocket Losses.** Settlement Class Members may also submit a claim for reimbursement of documented out-of-pocket losses, not to exceed \$5,000 per Settlement Class Member. To be eligible for documented out-of-pocket loss reimbursement, the Settlement Class Member must attest under penalty of perjury to incurring documenting losses, and that those losses were reasonably related to the Data Incident. Settlement Class Members also must

submit reasonable documentation supporting the out-of-pocket losses, which means documentation contemporaneously generated or prepared by a third party or the Settlement Class Member supporting a claim for expenses paid. Non-exhaustive examples of reasonable documentation include, receipts, data charges (if charged based on the amount of data used), fax, postage, copying, mileage, or cell phone charges (only if charged by the minute). Self-prepared documents or receipts, personal certifications, declarations, or affidavits from the Settlement Class Member do not constitute reasonable documentation but may be included to provide clarification, context, or support for other submitted reasonable documentation. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with the credit monitoring and identity theft protection product offered as part of the notification letter provided by Defendant or otherwise. If a Settlement Class Member does not submit reasonable documentation supporting a loss, or if their Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim, the Claim will be rejected.

c. **Medical Data Monitoring.** Settlement Class Members may submit a claim to receive one year of medical data monitoring services, to be administered through CyEx.

57. **Settlement Administration Costs.** Defendant shall be solely responsible for the payment of all reasonable Settlement Administration Costs. The Settlement Administrator and Defendant will enter into a separate agreement related to the payment of the Settlement Administration Costs.

V. Settlement Approval

58. Within 14 days of the Parties executing this Agreement, Class Counsel shall file a Motion for Preliminary Approval. The Motion for Preliminary Approval shall, among other things, request the Court (a) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (b) provisionally certify the Settlement Class for settlement purposes only; (c) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (d) approve the Claim Form and Claim Process; (e) approve the procedures for Settlement Class Members to opt-out of the Settlement or for Settlement Class Members to object to the Settlement; (f) appoint John Heenan as Class Counsel for Settlement purposes; (7) appoint those plaintiffs who sign this Agreement as Class Representatives; (8) appoint Angeion as the Settlement Administrator; (9) stay the Action pending Final Approval of the Settlement; and (10) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendant's Counsel.

VI. Settlement Administrator

59. The Parties agree that, subject to Court approval, Angeion shall be the Settlement Administrator. The Parties shall jointly oversee the Settlement Administrator. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and the Agreement and comply with all applicable laws, including, but not limited to, the Due Process Clause of the United States Constitution and the state of Montana.

60. The Settlement Administrator shall administer all aspects of the Settlement as described in the following paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating

the Notice Program, handling the Claims Process, and distributing the Settlement Benefits to those who submit valid Claims.

61. The Settlement Administrator's duties include the following:

a. Complete the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice and sending out Long Form Notices and Claim Forms upon request from Settlement Class Members, reviewing Claim Forms, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending Settlement Benefits to Settlement Class Members who submit a valid Claim;

b. Establish and maintain a post office box to receive opt-out requests, objections, and Claim Forms from Settlement Class Members;

c. Establish and maintain the Settlement Website to provide important information and to receive electronic Claim Forms;

d. Establish and maintain an automated toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answer the frequently asked questions of Settlement Class Members who call with or otherwise communicate such inquiries;

e. Respond to any mailed Settlement Class Member inquiries;

f. Process all opt-out requests from Settlement Class Members;

g. Provide weekly reports to Class Counsel and Defendant's Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notices of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;

- h. In advance of the Final Approval Hearing, prepare a declaration confirming the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, providing the names of each Settlement Class Member who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;
- i. Distribute Settlement Benefits to Settlement Class Members who submit valid Claims;
- j. Email Medical Data Monitoring redemption codes to all Settlement Class Members who submit valid Claims electing Medical Data Monitoring;
- k. Any other Settlement administration function at the instruction of Class Counsel and Defendant's Counsel, including, but not limited to, verifying that Settlement Benefits have been properly distributed.

VII. Notice to the Settlement Class, Opt-Out Procedures, and Objection Procedures

62. Defendant will make available to the Settlement Administrator the Class List no later than 14 days after entry of the Preliminary Approval Order.

63. Within 30 days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program provided herein, using the forms of Notice approved by the Court. Notice shall be made via United States Postal Mail. Before any mailing under this paragraph occurs, the Settlement Administrator shall run the postal addresses of Settlement Class Members through the United States Postal Service ("USPS") National Change of

Address database to update any change of address on file with the USPS. In the event that a Postcard Notice is returned to the Settlement Administrator by the USPS because the address of the recipient is no longer valid, and the envelope contains a forwarding address, the Settlement Administrator shall re-send the Postcard Notice to the forwarding address within 10 days of receiving the returned Postcard Notice. In the event that subsequent to the first mailing of a Postcard Notice, and at least 14 days prior to the Objection Deadline and Opt-Out Deadline, a Postcard Notice is returned to the Settlement Administrator by the USPS because the address of the recipient is no longer valid, i.e., the envelope is marked "Return to Sender" and does not contain a new forwarding address, the Settlement Administrator shall perform a standard skip trace, in the manner that the Settlement Administrator customarily performs skip traces, in an effort to attempt to ascertain the current address of the particular Settlement Class Member in question and, if such an address is ascertained, the Settlement Administrator will re-send the Postcard Notice within 7 days of receiving such information. This shall be the final requirement for mailing. The Notice Program shall be completed in its entirety no later than 45 days after initiating the mailing of Notices.

64. The Postcard Notice shall include, among other information, the following: a description of the material terms of the Settlement; how to submit a Claim Form; the Claim Deadline; the last day to opt out of the Settlement; the last day to object to the Settlement and/or Class Counsel's Motion for Attorneys' Fees, Costs, and Service Awards; the Final Approval Hearing date; and the Settlement Website address at which Settlement Class Members may access this Agreement and other related documents and information. Class Counsel and Defendant's Counsel shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval

Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

65. The Settlement Administrator shall establish the Settlement Website no later than the day before Notice is first initiated. The Settlement Administrator shall ensure the Settlement Website makes available the Court-approved online Claim Form that can be submitted directly on the Settlement Website or in printable version that can be sent by U.S. Mail to the Settlement Administrator.

66. The Long Form Notice shall also include a procedure for Settlement Class Members to opt-out of the Settlement Class, and the Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the opt-out instructions. A Settlement Class Member may opt-out of the Settlement Class by the Opt-Out Deadline by mailing a request to opt-out to the Settlement Administrator postmarked no later than Opt-Out Deadline. The opt-out request must be personally signed by the Settlement Class Member and contain the requestor's name, address, telephone number, and email address (if any), and a statement indicating a request to be excluded from the Settlement Class. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if that Settlement Class Member does not submit a valid Claim.

67. In the event that within 10 days after the Opt-Out Deadline, there have been more than 25 requests for exclusion, Defendant may void this Settlement Agreement by notifying Class Counsel in writing. If Defendant voids this Agreement under this Paragraph 67, (a) the Parties shall be restored to their respective positions in the litigation and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court as to avoid prejudice to any Party or

Party's counsel; (b) the terms and provisions of the Settlement Agreement and statements made in connection with seeking approval of the Settlement shall have no further force and effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement and shall be treated as vacated, *nunc pro tunc*; and (c) Defendant shall be obligated to pay all settlement expenses already incurred, excluding any attorneys' fees, costs, and expenses of Class Counsel and service award to Plaintiff, and shall not, at any time, seek recovery of the same from any other party to the Litigation or from counsel to any other party to the Litigation.

68. The Long Form Notice also shall include a procedure for Settlement Class Members to object to the Settlement and/or Motion for Attorneys' Fees, Costs, and Service Awards, and the Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the objection instructions. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted by the Opt-Out Deadline as specified in the Notice, and the Settlement Class Member must not have excluded him/herself from the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

69. For an objection to be considered by the Court, the objection must also set forth the following:

- a. the objector's full name, mailing address, telephone number, and email address (if any);
- b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- c. the number of times the objector has objected to a class action settlement within the 5 years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
- d. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or the Motion for Attorneys' Fees, Costs, and Service Awards, and whether they will appear at the Final Approval Hearing;
- e. the number of times in which the objector's counsel and/or the objector's counsel's law firm have objected to a class action settlement within the 5 years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling on the objection issued by the trial and appellate courts in each such listed case;
- f. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- g. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- h. the objector's signature (an attorney's signature is not sufficient).

70. Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel, including the taking of depositions.

71. The Settlement Administrator shall perform reasonable address traces for those Postcard Notices returned as undeliverable. By way of example, a reasonable tracing procedure would be to run addresses of returned postcards through the Lexis/Nexis database that can be utilized for such purpose. No later than 7 days of receiving new information, the Settlement Administrator shall complete the re-mailing of Postcard Notice to those Settlement Class Members whose new addresses were identified as of that time through address traces.

VIII. Claims Process and Disbursement of Cash Payments

72. The Notice and the Settlement Website will explain to Settlement Class Members that they may be entitled to a Settlement Benefits and how to submit a Claim Form.

73. Claim Forms may be submitted online through the Settlement Website or through U.S. Mail by sending them to the Settlement Administrator at the address designated on the Claim Form.

74. The Settlement Administrator shall collect, review, and address each Claim Form received to determine whether the Claim Form meets the requirements set forth in this Settlement and is thus a valid Claim. The Settlement Administrator shall examine the Claim Form before designating the Claim as a valid Claim to determine that the information on the Claim Form is reasonably complete. The Settlement Administrator shall have the sole authority to determine whether a Claim by any Claimant is a valid Claim.

75. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate claims. No Settlement Class Member may submit more than one Claim Form. The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf

of the same Settlement Class Member. The Settlement Administrator shall use its best efforts to determine whether there is any duplication of claims, and if there is, contact the Settlement Class Member in an effort to determine which Claim Form is the appropriate one for consideration.

76. The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the Claim process. The Settlement Administrator may, in its discretion, deny in whole or in part any Claim Form to prevent actual or possible fraud or abuse. By agreement, the Parties can instruct the Settlement Administrator to take whatever steps it deems appropriate if the Settlement Administrator identifies actual or possible fraud or abuse relating to the submission of claims, including, but not limited to, denying in whole or in part any Claim to prevent actual or possible fraud or abuse. If any fraud is detected or reasonably suspected, the Settlement Administrator and Parties may require information from the Claimant or deny the Claim, subject to the supervision of the Parties and ultimate oversight by the Court.

77. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Settlement Class Member of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Settlement Class Member using the contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the Claimant's physical or e-signature. A Settlement Class Member shall have until the Claim

Deadline, or 15 days from the date the Notice of Deficiency is sent via mail and postmarked, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Settlement Class Member timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a valid Claim and processed by the Settlement Administrator. If the Settlement Class Member does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendant's Counsel and Class Counsel otherwise agree.

78. Where a good faith basis exists, the Settlement Administrator may reduce or reject a Claim for the following reasons, among others:

- d. Failure to fully complete and/or sign the Claim Form;
- e. Illegible Claim Form;
- f. The Claim Form is fraudulent;
- g. The Claim Form is duplicative of another Claim Form;
- h. The Claimant is not a Settlement Class Member;
- i. The Claimant submitted a timely and valid request to opt-out of the Settlement Class;
- j. The person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted;
- k. Failure to submit a Claim Form by the Claim Deadline; and/or
- l. The Claim Form otherwise does not comply with the requirements of this Settlement.

79. The Settlement Administrator's reduction or denial of a Claim is final, subject to the following dispute resolution procedures:

m. The Settlement Administrator shall have 30 days from the Claim Deadline to approve or reject Claims based on findings of fraud or duplication.

n. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this paragraph.

o. If a Claim is rejected for fraud or duplication, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Class Counsel and Defendant's Counsel shall be provided with copies of all such notifications to Claimants.

p. The Settlement Administrator's determination as to whether to approve, deny, or reduce a Claim shall be final and binding.

80. The Settlement Administrator shall provide all information gathered in investigating Claims, including but not limited to copies of all correspondence and all notes of the Settlement Administrator, the decision reached, and all reasons supporting the decision, if requested by Class Counsel or Defendant's Counsel. Additionally, Class Counsel and Defendant's Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

81. No person or entity shall have any claim against Defendant, Defendant's Counsel, Plaintiff, the Settlement Class, Class Counsel, and/or the Settlement Administrator based on any eligibility determinations, distributions, or awards made in accordance with this Settlement.

82. No later than 45 days after Final Approval or 45 days after the Effective Date, whichever is later, the Settlement Administrator shall distribute the Settlement Benefits.

83. Settlement Benefits to Settlement Class Members will be made by electronic payment or by paper check, as set forth in the Claim Form. Paper checks must be negotiated within

90 days of issuance. In the event the Settlement Administrator is unable to distribute funds to the person or persons entitled to receive them due to incorrect or incomplete information provided to the Settlement Administrator, the funds shall revert to Defendant, and the Settlement Class Member shall forfeit their right to the funds.

84. The Settlement Administrator will send an email to Settlement Class Members with valid Claims that include an election for Medical Data Monitoring with information on how to enroll in the Medical Data Monitoring, including the Medical Data Monitoring redemption code.

IX. Final Approval Order and Final Judgment

85. Class Counsel shall file the Motion for Final Approval of the Settlement, inclusive of the Motion for Attorneys' Fees, Costs, and Service Awards, no later than 14 days prior to the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on the Motion for Final Approval of the Settlement and Motion for Attorneys' Fees, Costs, and Service Awards. In the Court's discretion, the Court will also hear argument at the Final Approval Hearing from any Settlement Class Member (or their counsel) who objects to the Settlement and/or to the Motion for Attorneys' Fees, Costs, and Service Awards, provided the objectors submitted timely objections that meet all of the requirements listed in this Agreement.

86. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and final judgment thereon, and whether to grant the Motion for Attorneys' Fees, Costs, and Service Awards. Such proposed Final Approval Order shall effectuate the following, among other things:

- q. Determine that the Settlement is fair, adequate and reasonable;
- r. Finally certify the Settlement Class for settlement purposes only;
- s. Determine that the Notice Program satisfies Due Process requirements;

t. Bar and enjoin all Releasing Parties from asserting or otherwise pursuing any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;

u. Release Defendant and the Released Parties from the Released Claims; and

v. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendant, Plaintiff, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

X. Class Counsel's Attorneys' Fees and Costs; Service Awards

87. The Parties did not discuss the payment of attorneys' fees, costs, and/or expenses until after the substantive terms of the Settlement had been agreed upon. Defendant and Class Counsel have agreed to the following.

88. ***Service Awards*** – Class Counsel, on behalf of the Class Representatives, may seek and Defendant will not oppose, Service Awards of up to \$2,500 each or \$5,000 total subject to Court approval. The Service Awards shall be payable separate from the Settlement Benefits. Defendant shall pay or cause to be paid the Court-approved Service Awards by wire transfer to an account designated by Class Counsel within 30 days of the Effective Date, and upon Class Counsel provided sufficient wiring, W9, and other necessary instructions.

89. ***Class Counsel's Attorneys' Fees and Costs***. Class Counsel will move the Court for an order awarding reasonable attorneys' fees and litigation costs, up to a total of \$165,000, to be paid by Defendant separate from Defendant's obligation to pay Settlement Administration Costs and the valid claims. Defendant does not oppose Class Counsel's request for up to \$165,000.

Within 30 days of the Effective Date and upon necessary W-9 and payment information, Defendant shall pay or cause to be paid the Court-approved amount of attorneys' fees and costs to Class Counsel which payment is separate and in addition to the Settlement Benefits provided under this Agreement.

90. This Settlement is not contingent on approval of the Motion for Attorneys' Fees, Costs, and Service Awards, and if the Court denies the request or grants amounts less than what was requested, the remaining provisions of the Agreement shall remain in force. The provisions for attorneys' fees, costs, and Service Awards were not negotiated until after the Parties reached agreement on all material terms of the Settlement.

XI. Releases

91. Upon the Effective Date, and in consideration of the Settlement relief and other consideration described herein, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished, and completely discharged the Released Parties from any and all Release Claims, including claims Class Representatives do not know or suspect to exist in his/her favor at the time of the release of the Released Parties that, if known by him or her, might have affected his or her settlement with, and release of, the Released Parties, or might have affected his or her decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date, Class Representatives intend to and expressly shall have, and each of the other Settlement Class Members intend to and shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States (including,

without limitation, California Civil Code §§ 1798.80 *et seq.*, Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

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

Settlement Class Members, including Class Representatives, may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Class Representatives expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims. The Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

92. Settlement Class Members who opt-out of the Settlement by the Opt-Out Deadline do not release their claims and will not obtain any benefits, including any Settlement Benefits, under the Settlement.

93. Upon the Effective Date (a) this Settlement shall be the exclusive remedy for any and all Released Claims of Class Representatives and Settlement Class Members; and (b) Class Representatives and Settlement Class Members stipulate to be and shall be permanently barred and enjoined by Court order from initiating, asserting, or prosecuting any Released Claim against the Released Parties, whether on behalf of Class Representatives, any Settlement Class Member or others, in any jurisdiction, including in any federal, state, or local court or tribunal.

94. The power to enforce any term of this Settlement is not affected by the releases in this section.

XII. Termination of Settlement

95. This Agreement shall be subject to, and is expressly conditioned on, the occurrence of all of the following events:

- a. Court approval of the Settlement consideration set forth in Section IV and the Releases set forth in Section XI of this Agreement;
- b. The Court has entered the Preliminary Approval Order;
- c. The Court has entered the Final Approval Order, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and
- d. The Effective Date has occurred.

96. If any of the conditions specified in the preceding paragraph are not met, or if the Court otherwise imposes any modification to or condition of approval of the Settlement to which the Parties do not consent, then this Agreement shall be cancelled and terminated.

97. In the event this Agreement is terminated or fails to become effective, then the Parties shall return to the status quo ante in the Action as if the Parties had not entered into this Agreement, and the Parties shall jointly file a status report in the Court seeking to reopen the Action and all papers filed. In such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties and shall not be used in this Action or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

98. In the event this Agreement is terminated or fails to become effective, Defendant shall have no right to seek from Class Representatives, Class Counsel, or the Settlement Administrator the Settlement Administration Costs already paid.

XIII. Effect of Termination

99. The grounds upon which this Agreement may be terminated are set forth in Section XII. In the event of a termination, this Agreement shall be considered null and void; all of Class Representatives', Class Counsel's, Defendant's, and Defendant's Counsel's obligations under the Settlement shall cease to be of any force and effect; and the Parties shall return to the status quo ante in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.

100. In the event the Settlement is terminated in accordance with the provisions of this Agreement, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

XIV. No Admission of Liability

101. This Agreement reflects the Parties' compromise and settlement of disputed claims. This Agreement shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law. Defendant has denied and continues to deny each of the claims and contentions alleged in the Action. Defendant does not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Defendant has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and

to be completely free of any further claims that were asserted or could possibly have been asserted in the Action.

102. Class Counsel believes the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Action. Class Counsel fully investigated the facts and law relevant to the merits of the claims, conducted discovery, and conducted independent investigation of the alleged claims. Class Counsel concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class Members.

103. This Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties in connection with the negotiations of this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

104. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of 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 claim made by the Class Representatives or Settlement Class Members, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency, or other tribunal.

105. In addition to any other defenses Defendant or the Released Parties may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a

full and complete defense to and may be used as the basis for an injunction against, any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement or the Releases contained herein.

XV. Miscellaneous Provisions

106. ***Confidentiality.*** To the extent permitted by ethics rules, the Parties and their counsel shall keep confidential all settlement communications, including communications regarding the negotiation and drafting of this Agreement. The Parties will not make any public statement about the Settlement that has not been approved by the other side, except as required or authorized by law. Approval of any proposed public statement of the other side will not be unreasonably withheld. The Parties will cooperate with each other regarding public statements about the Settlement and may issue a joint statement/press release if they mutually agree to do so. This paragraph shall not be construed to limit or impede the Notice requirements contained in this Agreement, nor shall this paragraph be construed to prevent Class Counsel or Defendant's Counsel from notifying or explaining that the Action has settled or limit the representations that the Parties or their counsel may make to the Court to assist in the Court's evaluation of the Settlement, Preliminary Approval, Final Approval, and any objection to the Settlement's terms. Defendant may also provide information about the Agreement to its customers, attorneys, members, partners, insurers, brokers, agents, and other persons or entities as required by securities laws, other applicable laws and regulations, and as necessary to effect the Settlement.

107. ***Gender and Plurals.*** As used in this Agreement, the masculine, feminine, or neutral gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

108. ***Binding Effect.*** This Agreement shall be binding upon, and inure to and for the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

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

110. ***Obligation to Meet and Confer.*** Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have met and conferred in an attempt to resolve the dispute.

111. ***Integration and No Reliance.*** This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. This Agreement is executed without reliance on any covenant, agreement, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.

112. ***No Conflict Intended.*** Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

113. ***Governing Law.*** Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of the state of Montana, without regard to the principles thereof regarding choice of law.

114. ***Counterparts.*** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts.

115. **Jurisdiction.** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of the agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Court shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining all Releasing Parties from asserting any of the Released Claims and from pursuing any Released Claims against the Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order.

116. **Notices.** All notices provided for herein, shall be sent by email, as follows:

a. If to Plaintiff or Class Counsel:

John Heenan
Heenan & Cook, PLLC
1631 Zimmerman Trail
Billings, Montana 59102
john@lawmontana.com

b. If to Defendant or Defendant's Counsel:

Keeley O. Cronin
Baker & Hostetler LLP
1801 California Street, Suite 4400
Denver, CO 80202
kcronin@bakerlaw.com

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice Program.

117. **Modification and Amendment.** This Agreement may not be amended or modified, except by a written instrument signed by Class Counsel and Defendant's Counsel and, if the Settlement has been approved preliminarily by the Court, as approved by the Court.

118. **No Waiver.** The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

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

120. **Agreement Mutually Prepared.** Neither Plaintiff nor Defendant shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, common law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

121. **Independent Investigation and Decision to Settle.** The Parties understand and acknowledge (a) that they have performed an independent investigation of the allegations of fact and law made in connection with the Action; and (b) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, it will not affect or in any respect limit the binding nature of this Agreement. All Parties recognize and acknowledge they reviewed and analyzed data that they used to make certain determinations, arguments, and settlement positions. The Parties agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in connection with

the Action pursuant to the terms of this Agreement now. Thus, in furtherance of the Parties' intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

122. ***Receipt of Advice of Counsel.*** Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement, and the Releases contained herein, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement the Releases, and fully understands the effect of this Agreement and the Releases.

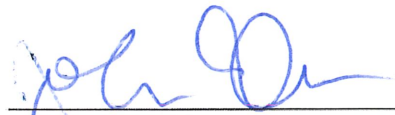
[signature pages follow]

CLASS REPRESENTATIVES

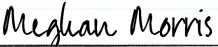

REBECCA MURPHY
Class Representative

JERRI LEWIS
Class Representative

CLASS COUNSEL


JOHN HEENAN
*Counsel for Plaintiff
and the Settlement Class*

DEFENDANT WESTERN MONTANA CLINIC, P.C.

Signed by:


88EFD01FF6404BC...

By: Meghan Morris

Its: CEO

CLASS REPRESENTATIVES

REBECCA MURPHY
Class Representative

~~9/21/26~~ Mar 12, 2026 10:55:47 MDT

JERRI LEWIS
Class Representative

CLASS COUNSEL

JOHN HEENAN
*Counsel for Plaintiff
and the Settlement Class*

DEFENDANT WESTERN MONTANA CLINIC, P.C.

By: _____

Its: _____