

**MONTANA FOURTH JUDICIAL DISTRICT COURT**  
**MISSOULA COUNTY**

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<p>CLINT STONER, JESSICA THOMPSON, and JESSE EDENS, on behalf of themselves and all others similarly situated,</p> <p style="text-align: center;">Plaintiffs,</p> <p style="text-align: center;">vs.</p> <p>WESTERN MONTANA MENTAL HEALTH CENTER and BLACKFOOT COMMUNICATIONS, INC.,</p> <p style="text-align: center;">Defendants.</p>	<p>Dept. No. 1 Cause No. DV-2025-0000651-OC</p> <p>Judge Halligan</p>
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**SETTLEMENT AGREEMENT**

This Settlement Agreement<sup>1</sup> is entered into between Plaintiffs, on behalf of themselves and the Settlement Class, and Defendant Western Montana Mental Health Center. 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. Defendant WMMHC is a healthcare facility in Montana that focuses on the treatment and rehabilitation of individuals with mental health and substance use disorders.
2. During the regular course of administering healthcare services to their patients, Defendant WMMHC collects and retains Private Information belonging to its current and former patients.
3. Defendant Blackfoot is a telecommunications company, providing internet, phone,

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<sup>1</sup> All capitalized terms herein shall have the same meanings as those defined in Section II herein.

and network services to residential and business customers, primarily in Western Montana and Eastern Idaho. It provides firewall services as part of its managed security solutions for businesses. Those services include prevention of unauthorized access, intrusion detection and protection, anti-malware and antivirus solutions, and 24/7 monitoring.

4. Defendant Blackfoot was Defendant WMMHC's computer network consultant and responsible for designing and implementing Defendant WMMHC's network firewall.

5. On September 15, 2024, Defendant WMMHC discovered that it was experiencing a network disruption. Following an investigation of the root cause of the disruption, Defendant WMMHC learned that it was the victim of a cybersecurity incident wherein an unauthorized third-party accessed Defendant WMMHC's computer network resulting in access to certain Defendant WMMHC data that included certain current and former patients' Private Information.

6. On July 17, 2025, Defendant WMMHC sent written notice to those individuals whose Private Information was potentially involved in the Data Incident advising that their Private Information may have been affected.

7. As a result of the Data Incident, on July 22, 2025, Plaintiffs Clint Stoner and Jessica Thompson filed a complaint in this Court against Defendant WMMHC on behalf of a nationwide class of individuals whose Private Information was accessed and/or acquired in the Data Incident.

8. Thereafter, five other related putative class actions were filed with allegations that were materially and substantively similar, with overlapping claims, and that sought to represent the same putative class of individuals.

9. On August 1, 2025, Plaintiffs Clint Stoner, Jessica Thompson, and Johnny Alan Walker moved to consolidate the six actions and appoint John Heenan, David Paoli, and Jeff Ostrow as interim lead counsel.

10. On August 20, 2025, the Court entered an order consolidating the six actions for pre-trial purposes only.

11. On September 29, 2025, following a hearing to determine the appointment of lead counsel, the Court entered an order appointing John Heenan, David Paoli, and Jeff Ostrow as interim lead counsel.

12. On December 16, 2025, Plaintiffs filed a Consolidated Class Action Complaint, adding Defendant Blackfoot, and asserting claims for negligence, negligence *per se*, breach of implied contract, and unjust enrichment.

13. Following the appointment of interim lead counsel, Plaintiffs and Defendant WMMHC decided to conserve their resources and explore resolution of the claims against Defendant WMMHC.

14. In advance of settlement discussions, Class Counsel consulted with liability and damage experts and propounded informal discovery requests on Defendant WMMHC to which Defendant WMMHC responded by providing information related to, among other things, the nature and cause of the Data Incident, the number and geographic location of victims impacted, and the specific type of information breached.

15. Plaintiffs and Defendant WMMHC negotiated the terms of this Settlement over several weeks. The negotiations were arms-length and contested and ultimately resulted in an agreement on January 16, 2026, on the material terms of a classwide settlement. The Settlement does not include Defendant Blackfoot.

16. The Parties now agree to settle the Action entirely, without any admission of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendant WMMHC has entered into this Agreement to resolve all controversies and disputes arising out of

or relating to the allegations made in the Complaint, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to their business operations associated with further litigation. Defendant WMMHC does not in any way acknowledge, admit to, or concede any of the allegations made in the Complaint, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. 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. Plaintiffs have entered into this Agreement to recover on the claims asserted in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiffs do not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiffs, Defendant WMMHC, 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**

17. “**Action**” means the consolidated class action lawsuit entitled: *Stoner v. Western Montana Mental Health Center and Blackfoot Communications, Inc.*, Case No. DV-25-0000651, pending in the Fourth Judicial District Court of Missoula County, Montana.

18. “**Agreement**” or “**Settlement**” or “**Settlement Agreement**” means this Settlement Agreement.

19. “**Application for Attorneys’ Fees, Costs, and Service Awards**” means the

application made with the Motion for Final Approval of attorneys' fees and costs for Class Counsel, and Service Awards for the Class Representatives.

20. “**Cash Payment**” means compensation paid to Settlement Class Members who submitted a Claim and elected Cash Payment A – Documented Losses or Cash Payment B – Alternate Cash.

21. “**Cash Payment A – Documented Losses**” means the Settlement Class Member Benefit consisting of a maximum payment of \$5,000.00, that Settlement Class members, who incurred documented losses, may elect pursuant to Section V herein.

22. “**Cash Payment B – Alternate Cash**” means the Settlement Class Member Benefit consisting of a *pro rata* share of the cash in the Net Settlement Fund as described in Section V herein.

23. “**Claim**” means the submission of a Claim Form by a Claimant to elect a Cash Payment and/or Medical Data Monitoring.

24. “**Claim Form**” means the proof of claim, substantially in the form attached hereto as *Exhibit 3*, which may be modified, subject to the Parties' approval, to meet the requirements of the Settlement Administrator.

25. “**Claim Form Deadline**” shall be 15 days before the initial scheduled Final Approval Hearing and is the last day by which a Claim Form may be submitted to the Settlement Administrator for a Settlement Class member to be eligible for a Cash Payment and/or Medical Data Monitoring.

26. “**Claimant**” means a Settlement Class Member who submits a Claim Form.

27. “**Claims Process**” means the process by which Settlement Class Members may submit Claim Forms online at the Settlement Website or by mail to the Settlement Administrator,

including the procedure to approve or reject Claims.

28. “**Class Counsel**” means John Heenan of Heenan & Cook, David Paoli of Paoli Law Firm, PC, and Jeff Ostrow of Kopelowitz Ostrow P.A.

29. “**Class List**” means the list of Settlement Class Members’ names and postal addresses that Defendant WMMHC maintains that Defendant WMMHC shall prepare and provide to the Settlement Administrator within 10 days of Preliminary Approval.

30. “**Class Representatives**” mean the Plaintiffs who are approved by the Court to serve as Class Representatives.

31. “**Complaint**” means the Consolidated Class Action Complaint filed by Plaintiffs on December 16, 2025.

32. “**Court**” means the Fourth Judicial District Court of Missoula County, Montana, and the judge(s) assigned to the Action.

33. “**Data Incident**” means the cybersecurity incident that took place in September 2024, involving Defendants and resulting in the unauthorized access to or acquisition of certain Private Information regarding Settlement Class Members.

34. “**Defendant Blackfoot**” means Blackfoot Communications, Inc., a defendant in the Action.

35. “**Defendant WMMHC**” means Western Montana Mental Health Center, a defendant in the Action.

36. “**Defendant WMMHC’s Counsel**” means Jennifer Lee of Constangy, Brooks, Smith, & Prophete, LLP.

37. “**Defendants**” means Defendant WMMHC and Defendant Blackfoot, collectively.

38. “**Effective Date**” means the day after the entry of the Final Approval Order,

provided 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.

39. “**Escrow Account**” means the interest-bearing account to be established by the Settlement Administrator consistent with the terms and conditions described herein.

40. “**Final Approval**” means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order.

41. “**Final Approval Hearing**” means the hearing held before the Court during which the Court will consider granting Final Approval of the Settlement and the Application for Attorneys’ Fees, Costs, and Service Awards.

42. “**Final Approval Order**” means the final order the Court enters granting Final Approval of the Settlement, substantially in the form attached hereto as *Exhibit 5*.

43. “**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.

44. “**Medical Data Monitoring**” means the two years with one bureau of medical data monitoring provided through CyEx, LLC that Settlement Class Members may elect to receive pursuant to Section V herein.

45. “**Motion for Final Approval**” means the motion that Plaintiffs and Class Counsel shall file with the Court seeking Final Approval of the Settlement, including Class Counsel’s

Application for Attorneys' Fees, Costs, and Service Awards.

46. “**Motion for Preliminary Approval**” means the motion that Plaintiffs shall file with the Court seeking Preliminary Approval of the Settlement.

47. “**Net Settlement Fund**” means the Settlement Fund after deductions for Settlement Administration Costs, attorneys' fees, costs, and Service Awards.

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

49. “**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. The Notice Program also includes the Settlement Website and the Settlement Class telephone line.

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

51. “**Objection Deadline**” means 30 days before the initial scheduled Final Approval Hearing.

52. “**Opt-Out Deadline**” means 30 days before the initial scheduled Final Approval Hearing.

53. “**Party**” means each of the Plaintiffs and Defendant WMMHC, and “**Parties**” means Plaintiffs and Defendant WMMHC, collectively.

54. “**Plaintiffs**” means Clint Stoner, Jessica Thompson, and Jesse Edens.

55. “**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.

56. “**Preliminary Approval**” means the preliminary approval of the Settlement, which

occurs when the Court enters the Preliminary Approval Order.

57. “**Preliminary Approval Order**” means the order preliminarily approving the Settlement and proposed Notice Program, substantially in the form attached hereto as *Exhibit 4*

58. “**Private Information**” means information collected and/or maintained by Defendants, including, but not limited to some combination of names, Social Security numbers, driver’s license numbers, dates of birth, state or federal identification card numbers, medical information, financial account information, and/or health insurance information.

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

60. “**Released Claims**” means any and all past, present, and future actual, potential, filed or unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated claims, set-offs, demands, liabilities, rights, suits, causes of action, petitions, debts, contracts, charges, complaints, actions, damages, including consequential, punitive, exemplary or multiplied damages, penalties, expenses, costs, indemnities, attorneys’ fees, and/or obligations of every kind or description, whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, based on any federal, state, local, statutory or common law or any other law, against the Released Parties, or any of them, that was or could have been asserted on behalf of the Settlement Class in the Action or by any Settlement Class Member reasonably related to or arising from the Data Incident, including arising out of or relating to actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act relating to the claims made in the Complaint.

61. “**Released Parties**” means (1) Defendant WMMHC; (2) each of its parents,

subsidiaries, sibling entities, administrators, successors, reorganized successors, affiliates, and members; (3) any and all of the past, present, and future direct and indirect heirs, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, officers, directors, shareholders, members, agents, servants, employees, partners, contractors, advisors, attorneys, insurers, reinsurers, subrogees, lenders, benefit plans, managers, administrators, executors, and trustees of the entities listed in categories (1) and (2) of this paragraph; and (4) the predecessors, successors, and assigns of any of the foregoing. Each of the Released Parties may be referred to individually as a “Released Party.” Defendant Blackfoot is not a Released Party.

62. **“Releasing Parties”** means Plaintiffs and Settlement Class Members and their respective past, present, and future heirs, devisees, beneficiaries, conservators, executors, estates, administrators, predecessors, successors, assigns, trustees, receivers, agents, attorneys, accountants, financial and other advisors, any other representatives of any of these persons and entities, and any other person purporting to claim on their behalf.

63. **“Service Awards”** means the payment the Court may award the Plaintiffs for serving as Class Representatives, which is in addition to any Settlement Class Member Benefit due to Plaintiffs as Settlement Class Members.

64. **“Settlement Administrator”** means Epiq Class Action & Claims Solutions, Inc. or “Epiq.”

65. **“Settlement Administration Costs”** means all costs and fees of the Settlement Administrator relating to Notice and Settlement administration.

66. **“Settlement Class”** means all living individuals residing in the United States whose Private Information was impacted in the Data Incident. Excluded from the Settlement Class are all persons who are: (a) directors and officers of Defendant WMMHC; (b) the Judge assigned

to the Action, that Judge's immediate family, and Court staff; and (c) any Settlement Class Member who timely and validly opts-out of the Settlement.

67. “**Settlement Class Member**” means any member of the Settlement Class.

68. “**Settlement Class Member Benefit(s)**” means Cash Payments, Medical Data Monitoring, injunctive relief, Settlement Administration Costs, Class Counsel attorneys' fees, costs, and Class Representative Service Awards.

69. “**Settlement Fund**” means the non-reversionary \$950,000.00 in cash that Defendant WMMHC is obligated to fund or cause to be funded under the terms of the Settlement.

70. “**Settlement Website**” means the website the Settlement Administrator will establish as a means for the 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, Application 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.

71. “**Valid Claim**” 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 Form Deadline, or, if submitted online, submitted by 11:59 p.m. Mountain time on the Claim Form Deadline; and (e) determined to be valid by the Settlement Administrator. 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.

**III. Settlement Fund**

72. Within 30 days following Preliminary Approval, Defendant WMMHC shall fund or cause to fund \$950,000.00 in cash to the Escrow Account establishing the Settlement Fund. The Settlement Fund will be the complete, total, and final extent of Defendant WMMHC's and the Released Parties' liability in connection with the Settlement. The Settlement Fund will be used to pay: (a) all Valid Claims for Cash Payments and Medical Data Monitoring; (b) all Settlement Administration Costs; and (c) any Court-awarded attorneys' fees, costs, and Service Awards to Class Representatives.

73. The funds in the Escrow Account shall be deemed a "qualified settlement fund" within the meaning of United States Treasury Reg. § 1.468B-1 at all times since creation of the Escrow Account. All interest earned on the Settlement Fund shall be for the benefit of the Settlement Class. All taxes (including any estimated taxes, and any interest or penalties relating to them) levied on the income earned by the Escrow Account or otherwise, including any taxes or tax detriments that may be imposed on Defendant WMMHC, Defendant WMMHC's Counsel, Plaintiffs, and/or Class Counsel with respect to income earned by the Escrow Account, for any period during which the Escrow Account does not qualify as a "qualified settlement fund" for the purpose of federal or state income taxes or otherwise, shall be paid out of the Escrow Account. Defendant WMMHC, Defendant WMMHC's Counsel, Plaintiffs, and Class Counsel shall have no liability or responsibility for any of the taxes. The Escrow Account shall indemnify and hold WMMHC, WMMHC's Counsel, Plaintiffs, and Class Counsel harmless for all taxes (including,

without limitation, taxes payable by reason of any such indemnification). For the purpose of the Internal Revenue Code and the United States Treasury regulations thereunder, the Settlement Administrator shall be designated as the “administrator” of the Settlement Fund and Escrow Account. The Settlement Administrator shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Escrow Account. Such returns shall be consistent with this paragraph and in all events shall reflect that all taxes (including any estimated taxes, interest, or penalties) on the income earned by the Escrow Account shall be paid out of the Escrow Account as provided herein. The Settlement Administrator shall maintain control over the Escrow Account and Settlement Fund and be responsible for all disbursements. The Settlement Administrator shall not disburse any portion of the Settlement Fund except as provided in this Agreement and with the written agreement of Class Counsel and Defendant WMMHC’s Counsel or by order of the Court. All funds held by the Settlement Administrator pursuant to this Agreement shall remain subject to the jurisdiction of the Court until such time as those funds are distributed pursuant to this Agreement or further order of the Court.

#### **IV. Certification of the Settlement Class**

74. In the Motion for Preliminary Approval, Plaintiffs shall propose and request to the Court that the Settlement Class be certified for Settlement purposes. Defendant WMMHC 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 WMMHC shall retain all rights to object to any future requests to certify a class. Plaintiffs and Class Counsel shall not reference this Agreement in support of any subsequent motion for class certification of any class in the Action.

**V. Settlement Consideration**

75. All Settlement Class Members may submit a Claim for one of two Cash Payment options: (a) Cash Payment A – Documented Losses; or (b) Cash Payment B – Alternate Cash. Additionally, all Settlement Class Members may elect to receive two years of Medical Data Monitoring. Settlement Class Members who fail to submit a Valid Claim or opt-out of the Settlement will release their claims against Defendant WMMHC without receiving a Cash Payment or Medical Data Monitoring.

**a. Cash Payment A – Documented Losses**

Settlement Class Members may submit a Claim for a Cash Payment under this section for up to \$5,000.00 per Settlement Class Member upon presentment of documented losses related to the Data Incident and resulting from fraud and/or identity theft. To receive a documented loss payment, a Settlement Class Member must elect Cash Payment A on the Claim Form and attest under penalty of perjury to having incurred documented losses related to fraud and/or identity theft. Settlement Class Members will be required to submit reasonable documentation supporting the losses. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including in connection with the identity protection and credit monitoring services offered as part of the notification letter provided by Defendant WMMHC 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 converted to Cash Payment B – Alternate Cash.

**b. Cash Payment B – Alternate Cash**

In lieu of electing Cash Payment A – Documented Losses, a Settlement Class Member may

elect to receive Cash Payment B – Alternate Cash, which is a cash payment that does not require the submission of any supporting documentation. The Cash Payment B payment will be a *pro rata* amount of the Net Settlement Fund. The current estimated amount is approximately \$150.00.

**c. Medical Data Monitoring**

In addition to electing a Cash Payment, Settlement Class Members may elect to receive two years of Cyex’s Medical Data Monitoring product. The Medical Data Monitoring will provide the following benefits: medical identity monitoring, real-time alerts, and insurance coverage for up to \$1,000,000 for medical identity theft.

76. ***Pro Rata Adjustments on Cash Payments*** – Settlement Class Cash Payments will be subject to a *pro rata* increase in the event the amount of Valid Claims is insufficient to exhaust the entire Settlement Fund. Similarly, in the event the amount of Valid Claims exhausts the amount of the Settlement Fund, the amount of the Cash Payments will be reduced *pro rata* accordingly. For purposes of calculating the *pro rata* increase or decrease, the Settlement Administrator must distribute the funds in the Settlement Fund in the following order: (1) Medical Monitoring; (2) Cash Payment A – Documented Losses Claims; and (3) Cash Payment B – Alternate Cash Claims. Any *pro rata* increases or decreases to Cash Payments will be on an equal percentage basis and is designed to exhaust the Settlement Fund.

77. **Injunctive Relief** – Prior to Final Approval, Defendant WMMHC will provide Class Counsel with a written attestation regarding the security measures it implemented following the Data Incident. The attestation will indicate an estimate of the amount of money Defendant WMMHC has incurred or will incur in connection with the implemented or to-be-implemented measures. The costs of these measures are the responsibility of Defendant WMMHC and will not in any way reduce the Settlement Fund.

**VI. Settlement Approval**

78. Within 10 days following execution of this Agreement by all Parties and Class Counsel, Class Counsel shall file a Motion for Preliminary Approval. The proposed Preliminary Approval Order shall be attached to the motion as an exhibit and shall be in a form agreed to by Class Counsel and Defendant WMMHC.

79. The Motion for Preliminary Approval shall, among other things, request the Court to: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) appoint Epiq as the Settlement Administrator and approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (4) approve the Claim Form and Claim Process; (5) approve the procedures for Settlement Class Members to opt-out of the Settlement or for Settlement Class Members to object to the Settlement; (6) appoint Plaintiffs as Class Representatives and John Heenan, David Paoli, and Jeff Ostrow as Class Counsel for Settlement purposes; (7) stay the Action pending Final Approval of the Settlement; and (8) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendant WMMHC's Counsel.

**VII. Settlement Administrator**

80. The Parties agree that, subject to Court approval, Epiq shall be the Settlement Administrator. Class Counsel and Defendant WMMHC's Counsel 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 Montana Constitution.

81. The Settlement Administrator shall administer various aspects of the Settlement as

described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement.

82. The Settlement Administrator's duties include:

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

b. Establishing and maintaining the Escrow Account approved by the Parties;

c. Establishing and maintaining a post office box to receive opt-out requests from the Settlement Class, objections from Settlement Class Members, and Claim Forms;

d. Establishing and maintaining the Settlement Website to provide important information and to receive electronic Claim Forms;

e. Establishing and maintaining 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;

f. Responding to any mailed Settlement Class Member inquiries;

g. Processing all opt-out requests from the Settlement Class;

h. Providing weekly reports to Class Counsel and Defendant WMMHC'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;

i. In advance of the Final Approval Hearing, preparing a declaration for the Parties confirming that 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, the number of Claims for each form of Cash Payment, and the number of Claims for Medical Data Monitoring, 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;

j. Distributing, out of the Settlement Fund, Cash Payments by electronic means or by paper check;

k. Ensuring the dissemination of emails to Settlement Class Members instructing how to activate the Medical Data Monitoring service.

l. Paying Court-approved attorneys' fees, costs, and Service Awards, out of the Settlement Fund;

m. Paying Settlement Administration Costs out of the Settlement Fund following approval by Class Counsel and Defendant WMMHC's Counsel; and

n. Any other Settlement administration function at the instruction of Class Counsel and Defendant WMMHC.

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

83. Defendant WMMHC will make available to the Settlement Administrator the Class List no later than 10 days after entry of the Preliminary Approval Order. To the extent necessary, WMMHC will cooperate with updating the Class List to accomplish the Notice Program and otherwise administer the Settlement.

84. 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. Postcard Notice shall be sent to all Settlement Class Members for whom postal addresses were included in the Class List or identified thereafter by the Settlement Administrator. The Settlement Administrator shall perform reasonable address traces for Postcard Notices that are returned as undeliverable and then re-mail the Postcard Notices. 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 45 days before the initial date set for the Final Approval Hearing, 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.

85. The Postcard Notice shall include, among other information: a description of the material terms of the Settlement; how to submit a Claim Form; the Claim Form Deadline; the Opt-Out Deadline for Settlement Class Members to opt-out of the Settlement Class; the Objection Deadline for Settlement Class Members to object to the Settlement and/or Application 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 WMMHC'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.

86. 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.

87. The Long Form Notice also shall 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 before the end of the Opt-Out Deadline by mailing a request to opt-out to the Settlement Administrator postmarked by the 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 include a statement indicating a request to be excluded from the Settlement Class. Mass or class opt-outs, or other purported group opt-outs signed by an attorney, are not permitted and will not be accepted. 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.

88. The Long Form Notice also shall include a procedure for Settlement Class Members to object to the Settlement and/or Application 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 WMMHC's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the relevant Settlement Class Member must submit the objection prior to the Objection Deadline, as specified in the Notice, and the relevant

Settlement Class Member must not have excluded 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 submitted by courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

89. For an objection to be considered by the Court, the objection must also set forth:
- a. the objector's full name, mailing address, telephone number, and email address (if any);
  - b. proof that the objector is a Settlement Class Member (e.g., copy of the Postcard Notice showing the objector's name, copy of the original notice of the Data Incident showing the objector's name);
  - c. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel (if any);
  - d. the number of times in which the objector, objector's counsel, and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which the objector, counsel, or the firm has made such objection, and a copy of any orders related to or ruling upon the objector's, counsel's, or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector, objector's counsel, and/or counsel's law firm have objected to a class action settlement within the preceding five years;
  - e. the identity of all counsel (if any) representing the objector, including any former or current counsel who may claim an entitlement to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards,

and whether they will appear at the Final Approval Hearing;

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).

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

**IX. Claim Form Process and Disbursement of Settlement Class Member Benefits**

90. The Notice and the Settlement Website will explain to Settlement Class Members that they may be entitled to a Cash Payment and Medical Data Monitoring and how to submit a Claim Form.

91. 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.

92. 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.

93. 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. If the Settlement Administrator identifies any Claim Form that appears to be a duplication, the Settlement Administrator shall contact the Settlement Class Member in an effort to determine which Claim Form is the appropriate one for consideration.

94. 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 Claims 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 Claimants or deny Claims, subject to the supervision of the Parties and ultimate oversight by the Court.

95. 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 Claimant or 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 Claimant 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 Claimant shall have until the Claim Form Deadline, or 15 days from the date the Notice of Deficiency is sent to the Claimant via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Claimant 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 Claimant does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendant WMMHC and Class Counsel otherwise agree.

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

- a. Failure to fully complete and/or sign the Claim Form;
- b. Illegible Claim Form;
- c. The Claim Form is fraudulent;
- d. The Claim Form is duplicative of another Claim Form;
- e. The Claimant is not a Settlement Class Member;
- f. The Claimant submitted a timely and valid request to opt out of the Settlement Class;
- g. 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;
- h. Failure to submit a Claim Form by the Claim Form Deadline; and/or
- i. The Claim Form otherwise does not comply with the requirements of this Settlement.

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

a. The Settlement Administrator shall have 30 days from the Claim Form Deadline to approve or reject Claims;

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

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

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

98. The Settlement Administrator shall provide all information gathered in investigating Claims, including, but not limited to, copies of all correspondence and email and all notes of the Settlement Administrator, the decision reached, and all reasons supporting the decision, if requested by Class Counsel or Defendant WMMHC's Counsel. Additionally, Class Counsel and Defendant WMMHC'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.

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

100. The Settlement Administrator shall distribute the Settlement Class Member

Benefits no later than 45 days after the Effective Date.

101. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check, by sending Settlement Class Members with Valid Claims an email to select from alternative forms of electronic payment or by paper check. Settlement Class Members will have a period of 180 days to select their electronic payment. In the event of any complications arising in connection with the issuance of an electronic payment, the Settlement Administrator shall provide written notice to Class Counsel and Defendant WMMHC's Counsel. Absent specific instructions from Class Counsel and Defendant WMMHC's Counsel, the Settlement Administrator shall proceed to resolve the dispute using its best practices and procedures to ensure that the funds are fairly and properly distributed to the person or persons who are entitled to receive them. 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 become residual funds, and the Settlement Class Member shall forfeit their entitlement right to the funds.

102. The Settlement Administrator is responsible for ensuring that Settlement Class Members with Valid Claims for Medical Data Monitoring receive instructions on how to enroll in the Medical Data Monitoring.

**X. Final Approval Order and Final Judgment**

103. Plaintiffs shall file their Motion for Final Approval of the Settlement, inclusive of the Application for Attorneys' Fees, Costs, and Service Awards, no later than 45 days before the initial scheduled Final Approval Hearing. At the Final Approval Hearing, the Court will hear arguments on Plaintiffs' Motion for Final Approval of the Settlement and Application for Attorneys' Fees, Costs, and Service Awards. In the Court's discretion, the Court will also hear

arguments at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement and/or to the Application for Attorneys' Fees, Costs, and Service Awards, provided the objectors submitted timely objections that meet all of the requirements listed in this Agreement.

104. 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 Application for Attorneys' Fees, Costs, and Service Awards. Such proposed Final Approval Order shall, among other things:

- a. Determine that the Settlement is fair, adequate and reasonable;
- b. Finally certify the Settlement Class for settlement purposes only;
- c. Determine that the Notice Program satisfies Due Process requirements;
- d. 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;
- e. Release Defendant WMMHC and the other Released Parties from the Released Claims; and
- f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendant WMMHC, Plaintiffs, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

**XI. Service Awards, Attorneys' Fees and Costs**

105. *Service Awards* – The Class Representatives may seek Service Awards of up to \$3,000 each, subject to Court approval. The Service Awards approved by the Court shall be paid

by the Settlement Administrator to Class Counsel on behalf of the Class Representatives out of the Escrow Account by wire transfer to an account designated by Class Counsel within 10 days of Final Approval.

106. ***Attorneys' Fees and Costs*** - Class Counsel shall apply to the Court for an award of attorneys' fees of up to one-third of the Settlement Fund, plus reimbursement of reasonable costs. The attorneys' fees and cost awards approved by the Court shall be paid by the Settlement Administrator out of the Escrow Account by wire transfer to an account designated by Class Counsel within 10 days of Final Approval.

107. This Settlement is not contingent on approval of the request for attorneys' fees, costs or Service Awards, and if the Court denies the requests or grants amounts less than what were requested, the remaining provisions of the Agreement shall remain in force. The provision for attorneys' fees and costs was negotiated after all material terms of the Settlement.

108. The award of attorneys' fees and costs shall be paid to Class Counsel from the Settlement Fund. Class Counsel, in their sole discretion, and based on their good faith judgment as to the relative contributions of any other law firm representing one or more Plaintiffs in this Action, shall allocate and distribute the attorneys' fees and costs among themselves and any other Plaintiffs' counsel.

## **XII. Disposition of Residual Funds**

109. In the event there are funds remaining in the Settlement Fund 20 days following a 180-day period to cash checks or for Settlement Class Members to select the form of electronic payment, following payment of Settlement Class Member Benefits, any residual funds shall be distributed to an appropriate mutually agreeable *cy pres* recipient approved by the Court. The Parties agree to propose the Montana Legal Services Association as the *cy pres* recipient.

### **XIII. Releases**

110. Upon the Effective Date, and in consideration of the Settlement Class Member Benefits and other relief and 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 each of the Released Parties from any and all Released Claims, including but not limited to any state law or common law claims arising out of or relating to the Data Incident that the Releasing Parties may have or had. Furthermore, each Party and the Releasing Parties expressly waive all rights under California Civil Code section 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.

The Parties understand that if the facts upon which this Agreement is based are found hereafter to be different from the facts now believed to be true, each Party expressly assumes that risk of such possible difference in facts and agrees that this Agreement shall remain effective notwithstanding such difference in fact. The Parties agree that in entering this Agreement, it is understood and agreed that each Party relies wholly upon its own judgment, belief, and knowledge and that each Party does not rely on inducements, promises, or representations made by anyone other than those embodied herein. The Releasing Parties agree that, once this Agreement is executed, they will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, institute, direct, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, contested matter, arbitration, adversary proceeding, miscellaneous proceeding, or similar proceeding, in any capacity whatsoever, against any of the Released Parties that relates to any of

the Released Claims.

111. Settlement Class Members who validly opt-out of the Settlement pursuant to the terms in this Agreement prior to the Opt-Out Deadline do not release their claims and will not obtain any benefits, including any Settlement Class Member Benefit, under the Settlement.

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

**XIV. Termination of Settlement**

113. 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 V and the Releases set forth in Section XIII 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.

114. If any of the conditions specified in the preceding paragraph are not met, or if the Court otherwise imposes any modification to or condition to approval of the Settlement to which

the Parties do not jointly consent, then this Agreement shall be cancelled and terminated.

115. In the event this Agreement is terminated or fails to become effective, all funds in the Escrow Account (after payment of Settlement Administration Costs), plus any interest earned by the Escrow Account (after payment of any applicable taxes), shall be promptly returned to Defendant WMMHC. However, Defendant WMMHC shall have no right to seek from Plaintiffs, Class Counsel, or the Settlement Administrator the Settlement Administration Costs paid. After payment of any Settlement Administration Costs that have been incurred and are due to be paid from the Settlement Fund, the Settlement Administrator shall return the balance of the Escrow Account to Defendant WMMHC within 20 days of termination.

**XV. Effect of Termination**

116. The grounds upon which this Agreement may be terminated are set forth in Section XIV. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiffs', Class Counsel's, Defendant WMMHC's, Defendant WMMHC'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, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

117. 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.

**XVI. No Admission of Liability**

118. 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 WMMHC has denied and continues to deny each of the claims and contentions alleged in the Complaint. Defendant WMMHC specifically denies that a class could or should be certified in the Action for litigation purposes. Defendant WMMHC does not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Defendant WMMHC 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.

119. Class Counsel believe 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 have investigated the facts and law relevant to the merits of the claims, conducted informal 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.

120. This Agreement constitutes a compromise and settlement of disputed claims.

121. 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 Plaintiffs 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.

122. In addition to any other defenses Defendant WMMHC 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.

**XVII. Miscellaneous Provisions**

123. *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 WMMHC'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 WMMHC may also provide information about the Settlement to any of the Released Parties, including but not limited to their directors, accountants, lenders, attorneys, members, partners, insurers, reinsurers, brokers, and agents, and to other persons or

entities as required by securities laws, other applicable laws and regulations, or as reasonably deemed by Defendant WMMHC to have a need to know.

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

125. ***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.

126. ***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.

127. ***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.

128. ***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.

129. ***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.

130. ***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.

131. **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. Original signatures are not required.

132. **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.

133. **Notices.** All notices provided for herein, shall be sent by email with a hard copy sent by overnight mail to:

If to Plaintiffs or Class Counsel:

John Heenan  
**HEENAN & COOK**  
1631 Zimmerman Trail  
Billings, MT 59102  
Tel: (406) 839-9091  
john@lawmontana.com

David Paoli  
**PAOLI LAW FIRM**  
259 W. Front St.  
Missoula, MT 59802  
Tel: (406) 542-3330  
davidpaoli@paoli-law.com

Jeff Ostrow  
**KOPELOWITZ OSTROW P.A.**  
One W Las Olas Blvd, Suite 500  
Fort Lauderdale, FL 33301  
Tel: (954) 332-4200  
ostrow@kolawyers.com

If to Defendant WMMHC or Defendant WMMHC's Counsel:

Jennifer Lee  
**CONSTANGY, BROOKS, SMITH, & PROPHETE, LLP**  
2029 Century Park East, Ste. 1100  
Los Angeles, California 90067  
Tel.: (949) 743-3924  
Jlee@constangy.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.

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

135. **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.

136. **Authority.** Class Counsel (for the Plaintiffs and the Settlement Class Members), and Defendant WMMHC's Counsel, represent and warrant that the persons signing this Agreement

on their behalf have full power and authority to bind every person, partnership, corporation, or entity included within the definitions of Plaintiffs and Defendant WMMHC respectively to all terms of this Agreement. 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.

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

138. ***Independent Investigation and Decision to Settle.*** The Parties understand and acknowledge they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this 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, that 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 and their experts 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 the Settlement irrespective of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in pursuant to the terms of this Agreement now. Thus, in furtherance of their 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.

139. ***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 and the Releases, and fully understands the effect of this Agreement and the Releases.

***Signatures on the Following Page***

**CLASS COUNSEL (for Plaintiffs)**

*John Heenan*

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**John Heenan**  
HEENAN & COOK

*David R Paoli*

David R Paoli (Feb 9, 2026 14:50:21 MST)

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**David Paoli**  
PAOLI LAW FIRM

*Jeffrey Ostrow*

Jeffrey Ostrow (Feb 9, 2026 09:38:21 EST)

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**Jeff Ostrow**  
KOPELOWITZ OSTROW P.A.

**DEFENDANT WMMHC**

Signed by:

*Robert Lopp*

025E8E576CD44A7...

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By Robert Lopp  
Its Chief Executive Officer

**COUNSEL FOR DEFENDANT WMMHC**

*[Signature]*

---

By Younjin (Jennifer) Lee  
Constangy, Brooks, Smith & Prophete, LLP

**EXHIBIT 1**  
**(POSTCARD NOTICE)**

Docusign Envelope ID: 9B0FED7B-A8D6-418C-A25B-350B3CCCF7D9F  
Settlement Administrator  
PO Box XXXXX  
Portland, OR 972XX-XXXX

**POSTAGE  
PAID  
PORTLAND, OR  
PERMIT NO. XXXX**

Court-Approved Legal Notice

**If your Private Information was impacted in the Data Incident involving Western Montana Mental Health Center and Blackfoot Communications, Inc., that took place in September 2024, and you were sent notice, you may be entitled to Benefits from a Settlement.**

*A Court has authorized this notice. This is not a solicitation from a lawyer.*

**This notice is a summary.** Learn more at [www.XXXXX.com](http://www.XXXXX.com), or by calling toll free 1-XXX-XXX-XXX.

<<MAIL ID>>  
<<NAME 1>>  
<<NAME 2>>  
<<ADDRESS LINE 1>>  
<<ADDRESS LINE 2>>  
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<<ADDRESS LINE 4>>  
<<ADDRESS LINE 5>>  
<<CITY, STATE ZIP>>  
<<COUNTRY>>

(“WMMHC”) and Blackfoot Communications, Inc. (“Blackfoot”) (together, “Defendants”) regarding a cybersecurity incident (“Data Incident”) that took place in September 2024, involving Defendants and resulting in the unauthorized access to or acquisition of certain Private Information regarding Settlement Class Members. The Private Information involved includes information collected and/or maintained by Defendants, including, but not limited to some combination of names, Social Security numbers, driver’s license numbers, dates of birth, state or federal identification card numbers, medical information, financial account information, and/or health insurance information. WMMHC has reached a \$950,000 settlement in the lawsuit. The remaining Defendant, Blackfoot, has not settled. **Your decision to remain in the Settlement Class or to exclude yourself will not affect your rights or your ability to participate in any future settlement with the non-settling Defendant.**

**Who is Included? Records show you are a member of the Settlement Class**, defined as: all living individuals residing in the United States whose Private Information was impacted in the Data Incident.

**What does the Settlement Provide?** As a Settlement Class Member, you can submit a Claim Form online or by mail postmarked by **Month XX, 20YY**, for the following Settlement Class Member Benefits:

**Cash Payment A – Documented Losses:** You may submit a Claim Form and provide reasonable documentation for losses related to the Data Incident and resulting from fraud and/or identity theft for up to \$5,000 per Settlement Class Member; **OR**

**Cash Payment B – Alternate Cash:** Instead of Cash Payment A, without providing documentation, you may submit a Claim Form to receive a *pro rata* (a legal term meaning equal share) cash payment in the *estimated* amount of \$150; **AND**

**Medical Data Monitoring:** In addition to Cash Payment A *or* Cash Payment B, you may also submit a Claim Form to receive two years of free Medical Data Monitoring.

Your Cash Payment may be subject to a *pro rata* (a legal term meaning equal share) increase or decrease depending upon the total value of all Valid Claims.

**Other Options.** If you do not want to be legally bound by the Settlement, you must submit an opt-out **postmarked** by **Month XX, 20YY**. If you do not opt-out, you will give up the right to sue and will release WMMHC and the Released Parties from the Released Claims as fully described in this Settlement. If you do not opt out, you may object to the Settlement and/or Application for Attorneys’ Fees, Costs, and Service Awards by **Month XX, 20YY**. The Long Form Notice on the Settlement Website explains how to opt-out or object. If you do nothing, you will get no Settlement Class Member Benefits, and you will be bound by the Settlement and any judgments and orders. The Court will hold a Final Approval Hearing on **Month XX, 20YY**, to consider whether to approve the Settlement, Class Counsel’s attorneys’ fees of up to 1/3 of the Settlement Fund and costs, and any objections. You or your lawyer may attend and ask to appear at the hearing if you object, but you are not required to do so.



DocuSign Envelope ID: 9B0FED7B-A8D6-418C-A25B-350B3CCCF7D9F

**NO-PRINT  
ZONE**

PLACE  
STAMP  
HERE

Western Montana Data Incident  
Settlement Administrator  
PO Box XXXXX  
Portland, OR 97xxx-xxxx

**EXHIBIT 2**  
**(LONG FORM NOTICE)**

**If your Private Information was impacted in the Data Incident involving Western Montana Mental Health Center and Blackfoot Communications, Inc., that took place in September 2024, and you were sent notice, you may be entitled to Benefits from a Settlement.**

*A Court authorized this Notice. This is not a solicitation from a lawyer.*

- A Settlement has been reached in a class action lawsuit against Western Montana Mental Health Center (“WMMHC”) and Blackfoot Communications, Inc. (“Blackfoot”) (collectively “Defendants”) regarding a cybersecurity incident (“Data Incident”) that took place in September 2024, involving Defendants and resulting in the unauthorized access to or acquisition of certain Private Information regarding Settlement Class Members. The Private Information involved includes information collected and/or maintained by Defendants, including, but not limited to some combination of names, Social Security numbers, driver’s license numbers, dates of birth, state or federal identification card numbers, medical information, financial account information, and/or health insurance information.
- WMMHC has reached a \$950,000 non-reversionary all cash settlement in the lawsuit. The remaining Defendant, Blackfoot (“non-settling Defendant”), has not settled. **Your decision to remain in the Settlement Class or to exclude yourself will not affect your rights or your ability to participate in any future settlement with the non-settling Defendant.**
- The Settlement Class includes: all living individuals residing in the United States whose Private Information was impacted in the Data Incident.
- If you are a Settlement Class Member, you are eligible for the following Settlement Class Member Benefits:
  - Cash Payment A – Documented Losses:** You may submit a Claim Form and provide reasonable documentation for losses related to the Data Incident and resulting from fraud and/or identity theft for up to \$5,000 per Settlement Class Member; **OR**
  - Cash Payment B – Alternate Cash:** Instead of Cash Payment A, without providing documentation, you may submit a Claim Form to receive a *pro rata* (a legal term meaning equal share) cash payment in the *estimated* amount of \$150; **AND**
  - Medical Data Monitoring:** In addition to Cash Payment A *or* Cash Payment B, you may also submit a Claim Form to receive two years of free Medical Data Monitoring.

Your Cash Payment may be subject to a *pro rata* (a legal term meaning equal share) increase or decrease depending upon the total value of all Valid Claims.

- Injunctive Relief:** WMMHC has and/or is implementing additional security measures following the Data Incident.

**This Notice may affect your rights. Please read it carefully.**

Your Legal Rights & Options		Deadline
<b>Submit a Claim Form</b>	The only way to get Settlement Class Member Benefits is to submit a timely and valid Claim Form.	Submitted or Postmarked by: <b>MONTH DD, 20YY</b>
<b>Exclude Yourself</b>	Get no Settlement Class Member Benefits. Keep your right to file your own lawsuit against WMMHC and the Released Parties about the Released Claims that are released by the Settlement in this lawsuit.	Postmarked by: <b>MONTH DD, 20YY</b>
<b>Object to the Settlement</b>	Stay in the Settlement, but tell the Court why you do not agree with the Settlement. You will still be bound by the Settlement if the Court approves it.	Filed by: <b>MONTH DD, 20YY</b>
<b>Do Nothing</b>	Get no Settlement Class Member Benefits. Give up your legal rights against WMMHC.	

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court must decide whether to approve the Settlement, attorneys’ fees, costs, and Service Awards.

**Questions? Go to [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com) or call 1-XXX-XXX-XXXX**

No Settlement Class Member Benefits will be provided unless the Court approves the Settlement.

## BASIC INFORMATION

### 1. Why is this Notice being provided?

A court authorized this Notice because you have the right to know about a settlement in this class action lawsuit and about all of your rights and options before the Court decides whether to grant Final Approval to the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what Settlement Class Member Benefits are available, who is eligible for the Settlement Class Member Benefits, and how to get them.

The Honorable [REDACTED] of the Fourth Judicial District Court of Missoula County, Montana is overseeing this class action. The lawsuit is known as *Stoner v. Western Montana Mental Health Center and Blackfoot Communications, Inc.*, Case No. DV-25-0000651 (“lawsuit”). The individuals who filed this lawsuit are called the “Plaintiffs” and/or “Class Representatives” and the companies sued, Western Montana Mental Health Center and Blackfoot Communications, Inc., are called the “Defendants.”

In this Notice, “Settling Defendant” refers to WMMHC and “non-settling Defendant” refers to Blackfoot.

### 2. What is this lawsuit about?

The Plaintiffs filed this lawsuit against Defendants on behalf of themselves and all others similarly situated regarding a cybersecurity incident (“Data Incident”) that took place in September 2024, involving Defendants and resulting in the unauthorized access to or acquisition of certain Private Information regarding Settlement Class Members. The Private Information involved includes information collected and/or maintained by Defendants, including, but not limited to some combination of names, Social Security numbers, driver’s license numbers, dates of birth, state or federal identification card numbers, medical information, financial account information, and/or health insurance information.

WMMHC has reached a \$950,000 settlement in the lawsuit. The remaining Defendant, Blackfoot, has not settled. The litigation against Blackfoot will continue notwithstanding the Settlement with WMMHC.

WMMHC denies the legal claims and denies any wrongdoing or liability. The Court has not made any determination of any wrongdoing by WMMHC, or that any law has been violated. Instead, the Plaintiffs and WMMHC have agreed to a settlement to avoid the risk, cost, and time of continuing the lawsuit.

### 3. Why is there a Settlement?

The Plaintiffs and WMMHC do not agree about the legal claims made in this lawsuit. The lawsuit has not gone to trial, and the Court has not decided in favor of the Plaintiffs or WMMHC. Instead, the Plaintiffs and WMMHC have agreed to settle the lawsuit. The Class Representatives, WMMHC, and their lawyers believe the Settlement is best for the Settlement Class because of the Settlement Class Member Benefits available and the risks and uncertainty associated with continuing the lawsuit.

### 4. Why is this lawsuit a class action?

Questions? Go to [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com) or call 1-XXX-XXX-XXXX

In a class action, one or more people (called class representatives) sue on behalf of all people who have similar legal claims. Together, all these people are called a class or class members. One court resolves the issues for all class members, except for those class members who timely exclude themselves (opt-out) from the class.

## WHO IS INCLUDED IN THE SETTLEMENT?

### 5. How do I know if I am included in the Settlement?

You are included in the Settlement Class if you are a living individual residing in the United States and your Private Information was impacted in the Data Incident.

### 6. Are there exceptions to being included in the Settlement?

Yes. Excluded from the Settlement Class are: (a) directors and officers of Defendant WMMHC; (b) the Judge assigned to the lawsuit, that Judge's immediate family, and Court staff; and (c) any Settlement Class Member who timely and validly opts-out of the Settlement.

### 7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Settlement Class Member, you may go to [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com) or call toll-free 1-XXX-XXX-XXXX.

## THE SETTLEMENT BENEFITS

### 8. What does this Settlement provide?

If you are a Settlement Class Member, you can submit a Claim Form for the following Settlement Class Member Benefits:

#### **Cash Payment A – Documented Losses**

You may submit a Claim Form and provide reasonable documentation for losses related to the Data Incident and resulting from fraud and/or identity theft for up to \$5,000 per Settlement Class Member.

Your documented losses must have resulted from fraud or identity theft and must be related to the Data Incident. You will not be reimbursed for expenses if you have been reimbursed for the same expenses by another source, including in connection with the credit monitoring and identity theft protection services offered as part of the notification letter provided by WMMHC or otherwise.

If you do not submit reasonable documentation supporting a loss, or if your Claim Form is invalid as determined by the Settlement Administrator, and you do not cure your Claim Form, your Claim Form will be processed as if you elected Cash Payment B – Alternate Cash.

#### **Cash Payment B – Alternate Cash**

Instead of selecting Cash Payment A, without providing documentation, you may submit a Claim Form to receive a *pro rata* (a legal term meaning equal share) cash payment in the *estimated* amount of \$150.

#### **Medical Data Monitoring**

In addition to Cash Payment A (Documented Losses) *or* Cash Payment B (Alternate Cash), you may also submit a Claim Form to receive two years of free Medical Data Monitoring.

**Questions? Go to [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com) or call 1-XXX-XXX-XXXX**

Your Cash Payment may be subject to a *pro rata* (a legal term meaning equal share) increase if the amount of Valid Claims does not use the entire Net Settlement Fund. Alternatively, if the amount of Valid Claims exceeds the amount of the Net Settlement Fund, your Cash Payment may be subject to a *pro rata* reduction.

For purposes of calculating the *pro rata* increase or decrease, the Settlement Administrator must distribute the funds in the Net Settlement Fund first for payment of Medical Monitoring and then for Cash Payment A – Documented Losses Claims and then for Cash Payment B – Alternate Cash Claims. Any *pro rata* increases or decreases to Cash Payments will be on an equal percentage basis.

### **Injunctive Relief**

WMMHC has and/or is implementing additional security measures following the Data Incident. The costs of these measures will not impact the Cash Payment you can receive.

## **9. What am I giving up to receive Settlement Class Member Benefits or stay in the Settlement Class?**

Unless you exclude yourself (opt-out), you will remain in the Settlement Class. If the Settlement is approved and becomes final, all Court orders and any judgments will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against WMMHC and the Released Parties about the Released Claims in this Settlement. The specific rights you are giving up are called “Released Claims.”

**Your decision to remain in the Settlement Class or to exclude yourself will not affect your rights or your ability to participate in any future settlement with the non-settling Defendant.**

## **10. What are the Released Claims?**

Sections II and XIII of the Settlement Agreement describes the Releases, Released Claims, and Released Parties, in necessary legal terminology, so please read these sections carefully. The Settlement Agreement is available at [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com). For questions regarding the Releases, Released Claims, or Released Parties and what the language in the Settlement Agreement means, you can also contact Class Counsel listed below for free, or you can talk to your own lawyer at your own expense.

## **HOW TO GET BENEFITS FROM THE SETTLEMENT**

### **11. How do I submit a Claim Form?**

You must submit a timely and valid Claim Form to receive any Settlement Class Member Benefits as described above. Your Claim Form must be submitted online at [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com) by **MONTH DD, 20YY**, or mailed to the Settlement Administrator at the address on the Claim Form, **postmarked** by **Month DD, 20YY**. Claim Forms are also available at [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com) or by calling 1-XXX-XXX-XXXX or by writing to:

*Western Montana Data Incident*  
Settlement Administrator  
PO Box XXXX  
Portland, OR 972XX-XXXX

### **12. What happens if my contact information changes after I submit a Claim Form?**

**Questions? Go to [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com) or call 1-XXX-XXX-XXXX**

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by writing to:

*Western Montana Data Incident*  
Settlement Administrator  
PO Box XXXX  
Portland, OR 972XX-XXXX

**13. When will I receive my Settlement Class Member Benefits?**

If you file a timely and valid Claim Form, the Settlement Class Member Benefits will be provided after the Settlement is approved by the Court and becomes final.

It may take time for the Settlement to be approved and become final. Please be patient and check [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com) for updates.

**EXCLUDE YOURSELF OR OPT-OUT OF THE SETTLEMENT**

If you are a member of the Settlement Class and want to keep any right you may have to sue or continue to sue WMMHC and the Released Parties on your own about the legal claims in this lawsuit or the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from—or “opting-out” of—the Settlement.

**14. How do I opt-out of the Settlement?**

To exclude yourself from the Settlement, you must mail a written request for exclusion, which includes the following:

- 1) Your name, address, telephone number, and email address (if any);
- 2) Your personal physical signature; and
- 3) A statement that you want to be excluded from the Settlement Class, such as “I hereby request to be excluded from the Settlement Class in *Stoner v. Western Montana Mental Health Center and Blackfoot Communications, Inc.*”

The exclusion request must be **mailed** to the Settlement Administrator at the following address, and be **postmarked** by **MONTH DD, 20YY**:

*Western Montana Data Incident*  
Settlement Administrator  
PO Box XXXX  
Portland, OR 972XX-XXXX

**You cannot opt-out (exclude yourself) by telephone or by email.**

“Mass” or “class” requests for exclusion filed by third parties on behalf of a “mass” or “class” of Settlement Class Members or multiple Settlement Class Members where the opt-out has not been signed by each and every individual Settlement Class Member will not be allowed.

**Your decision to remain in the Settlement Class or to exclude yourself will not affect your rights or your ability to participate in any future settlement with the non-settling Defendant.**

**15. If I opt-out can I still get anything from the Settlement?**

No. If you opt-out, you will not be able to receive Settlement Class Member Benefits, and you will not be bound by the Settlement or any judgments in this lawsuit. You can only get Settlement Class Member Benefits if you stay in the Settlement and submit a timely and valid Claim Form.

**Your decision to remain in the Settlement Class or to exclude yourself will not affect your rights or your ability to participate in any future settlement with the non-settling Defendant.**

**16. If I do not opt-out, can I sue WMMHC for the same thing later?**

No. Unless you opt-out, you give up any right to sue WMMHC or any of the Released Parties for the legal claims this Settlement resolves and Releases, and you will be bound by all the terms of the Settlement, proceedings, orders, and judgments in the lawsuit. You must opt-out of this Settlement to start or continue your own lawsuit or be part of any other lawsuit against WMMHC or the Released Parties about the Released Claims in this Settlement. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately.

**Your decision to remain in the Settlement Class or to exclude yourself will not affect your rights or your ability to participate in any future settlement with the non-settling Defendant.**

**OBJECTING TO THE SETTLEMENT**

**17. How do I tell the Court I do not like the Settlement?**

If you are a Settlement Class Member, you can tell the Court you do not agree with all or any part of the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards.

To object, you must file your timely written objection with the Court as provided below by **MONTH DD, 20YY**, and send by U.S. mail to Class Counsel, WMMHC's Counsel, and the Settlement Administrator postmarked by or shipped by private courier (such as Federal Express) by **MONTH DD, 20YY**, stating you object to the Settlement in *Stoner v. Western Montana Mental Health Center and Blackfoot Communications, Inc.*, Case No. DV-25-0000651.

To file an objection, you cannot exclude yourself from the Settlement Class. Your objection must include all of the following information:

- 1) Your full name, mailing address, telephone number, and email address (if any);
- 2) Proof that you are a Settlement Class Member (e.g., copy of the Postcard Notice showing your name or a copy of the original notice of the Data Incident showing your name);
- 3) All grounds for the objection, accompanied by any legal support for the objection known to you as the objector or your own lawyer;
- 4) The number of times you have objected to a class action settlement within the five (5) years preceding the date that you file the objection, the caption of each case in which you have made such objection, and a copy of any orders related to or ruling upon your prior objections that were issued by the trial and appellate courts in each listed case;
- 5) The number of times your lawyer or your lawyer's law firm have objected to a class action settlement within the five (5) years preceding the date of the filed objection, the caption of each case in which your lawyer or the firm has made such objection, and a copy of any orders related to or ruling upon your lawyer's or the lawyer's law firm's prior objections that were issued by the trial and appellate courts in each listed case;
- 6) The identity of all lawyers (if any) representing you as an objector, including any of your former or current lawyers who may claim an entitlement to compensation for any reason

**Questions? Go to [www.XXXXXXXX.com](http://www.XXXXXXXX.com) or call 1-XXX-XXX-XXXX**

related to the objection to the Settlement and/or Application for Attorneys’ Fees, Costs, and Service Awards, and whether they will appear at the Final Approval Hearing;

- 7) A list of all persons who will be called to testify at the Final Approval Hearing in support of your objection (if any);
- 8) A statement confirming whether you intend to personally appear and/or testify at the Final Approval Hearing; and
- 9) Your signature as the objector (a lawyer’s signature is not sufficient).

Class Counsel and/or WMMHC’s Counsel may conduct limited discovery on any objector or objector’s counsel.

To object, you must file your timely written objection with the Court by **MONTH DD, 20YY**, and send it by U.S. mail to Class Counsel, WMMHC’s Counsel, and the Settlement Administrator postmarked by or shipped by private courier (such as Federal Express) by **MONTH DD, 20YY**, at the following addresses:

COURT	CLASS COUNSEL	WMMHC’s COUNSEL	SETTLEMENT ADMINISTRATOR
<p>Clerk Missoula County Justice Court 200 W. Broadway St. Missoula, MT 59802</p>	<p>David Paoli Paoli Law Firm 259 W. Front St. Missoula, MT 59802</p> <p>John Heenan Heenan &amp; Cook 1631 Zimmerman Trail Billings, MT 59102</p> <p>Jeff Ostrow Kopelowitz Ostrow P.A. 1 West Las Olas Blvd. Suite 500 Fort Lauderdale, FL 33301</p>	<p>Jennifer Lee Constangy, Brooks, Smith, &amp; Prophete, LLP 2029 Century Park East Suite 1100 Los Angeles, CA 90067</p>	<p>Western Montana Data Incident Settlement Administrator PO Box xxxx Portland, OR 972xx-xxxx</p>

**18. What is the difference between objecting and asking to be excluded?**

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Opting-out is telling the Court that you do not want to be part of the Settlement Class. If you opt-out, you cannot object because you are no longer part of the Settlement.

**THE LAWYERS REPRESENTING YOU**

**19. Do I have a lawyer in the lawsuit?**

Yes. The Court has appointed Jeff Ostrow of Kopelowitz Ostrow P.A., John Heenan of Heenan & Cook, and David Paoli of Paoli Law Firm, PC, as Class Counsel to represent you and the Settlement

**Questions? Go to [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com) or call 1-XXX-XXX-XXXX**

Class for the purposes of this Settlement. You may hire your own lawyer at your own cost if you want someone other than Class Counsel to represent you in this lawsuit.

## 20. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award the attorneys' fees of up to 1/3 of the Settlement Fund, plus reimbursement of reasonable costs. Class Counsel will also ask the Court to approve the Service Awards for the Class Representatives of up to \$3,000 each for their efforts. If awarded by the Court, the attorneys' fees and costs, and the Service Awards will be paid from the Settlement Fund. The Court may award less than these amounts.

## THE FINAL APPROVAL HEARING

The Court will hold a "Final Approval Hearing" to decide whether to approve the Settlement and Application for Attorneys' Fees, Costs, and Service Awards. You may attend and you may ask to speak if you file an objection by the deadline, but you do not have to.

## 21. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on **MONTH DD, 20YY, at XX:XX a.m./p.m.** before the Honorable [REDACTED] at the Missoula County Justice Court, 200 W Broadway Street, Missoula, MT 59802. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve the Settlement and Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards.

If there are objections that were filed by the deadline, the Court will consider them. If you file a timely objection, and you (or your lawyer) ask to speak at the hearing, the Court, at its discretion, may hear objections at the hearing.

**Note:** The date and time of the Final Approval Hearing are subject to change without further notice to the Settlement Class. The Court may also decide to hold the hearing via video conference or by telephone. You should check the Settlement Website [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com) to confirm the date and time of the Final Approval Hearing have not changed.

## 22. Do I have to attend the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you file an objection, you do not have to attend the Final Approval Hearing to speak about it. As long as you file your written objection by the deadline, the Court will consider it.

## 23. May I speak at the Final Approval Hearing?

If there are objections that were filed by the deadline, the Court will consider them. If you file a timely objection, and you (or your lawyer) ask to speak at the hearing, the Court, at its discretion, may hear objections at the hearing.

## GET MORE INFORMATION

## 24. How do I get more information about the Settlement?

Questions? Go to [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com) or call 1-XXX-XXX-XXXX

This Notice summarizes the Settlement. Complete details about the Settlement are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at [www.XXXXXXXXXXX.com](http://www.XXXXXXXXXXX.com). You may get additional information at [www.XXXXXXXXXXX.com](http://www.XXXXXXXXXXX.com), by calling toll-free 1-XXX-XXX-XXXX, or by writing to:

*Western Montana Data Incident*  
Settlement Administrator  
PO Box XXXX  
Portland, OR 972XX-XXXX

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE  
REGARDING THIS NOTICE.**

**EXHIBIT 3  
(CLAIM FORM)**

MAIL ID

\*0000PLACEHOLDER0000\*

**Must be postmarked or submitted online NO LATER THAN Month Day, Year**

Western Montana Data Incident  
SETTLEMENT ADMINISTRATOR  
P.O. BOX XXXX  
PORTLAND, OR 972XX-XXXX  
www.xxxxxxxxx.com

**Stoner v. Western Montana Mental Health Center and Blackfoot Communications, Inc. Claim Form**  
Case No. DV-25-0000651

**GENERAL INFORMATION**

If your Private Information was impacted the Data Incident involving Western Montana Mental Health Center and Blackfoot Communications, Inc. that took place in September 2024, you may be entitled to Settlement Class Member Benefits from a Settlement.

You may submit a Claim Form for Settlement Class Member Benefits, outlined below, by visiting the Settlement Website at [www.xxxxxxxxx.com](http://www.xxxxxxxxx.com). Claims must be submitted or postmarked by **Month Day, Year**. If you would prefer to submit by mail, please use the return address at the top of this form.

**SETTLEMENT BENEFITS – WHAT YOU MAY GET**

**You may submit a Claim Form for the following Settlement Class Member Benefits:**

- 1. **Cash Payment A – Documented Losses:** You may submit a Claim Form and provide reasonable documentation for losses related to the Data Incident and resulting from fraud and/or identity theft for up to \$5,000 per Settlement Class Member.

**OR**

- 2. **Cash Payment B – Alternate Cash:** Instead of Cash Payment A, without providing documentation, you may submit a Claim Form to receive *pro rata* (a legal term meaning equal share) cash payment in the *estimated* amount of \$150.

**AND**

- 3. **Medical Data Monitoring:** In addition to electing a Cash Payment, Settlement Class Members may elect to receive two years of free Medical Data Monitoring.

Your Cash Payment may be subject to a *pro rata* (a legal term meaning equal share) increase or decrease depending upon the total value of all Valid Claims.

\* \* \*

*Please Note: The Settlement Administrator may contact you to request additional documents to process your Claim Form.*

For more information and complete instructions, visit [www.xxxxxxxxx.com](http://www.xxxxxxxxx.com).

**Please note that Settlement Class Member Benefits will be distributed after the Settlement is approved by the Court and becomes final.**

MAIL ID

\*0000PLACEHOLDER0000\*

### Contact Information

**1. NAME (REQUIRED):**

First Name

MI

Last Name

**2. MAILING ADDRESS (REQUIRED):**

Street Address

Apt. No.

City

State

ZIP Code

**3. PHONE NUMBER:**

 -  - 

**4. EMAIL ADDRESS:**

### Medical Data Monitoring

*You may be eligible to receive free Medical Data Monitoring services.*

All Settlement Class Members are eligible to claim Medical Data Monitoring services.

*Please select the checkbox if you want the Medical Data Monitoring services for which you are eligible.*

**Medical Data Monitoring:** I want to receive two years of Medical Data Monitoring services at the email entered in the above section.

*If you select this option, you will be sent instructions and an activation code to your provided email address or home address after the Settlement is final. Enrollment in this service will not subject you to marketing for additional services or any required payments.*

MAIL ID

\*0000PLACEHOLDER0000\*

### Cash Payment A – Documented Losses

If you lost or spent money resulting from fraud and/or identity theft relating to the Data Incident and have not been reimbursed for that loss/expense, you can receive reimbursement for up to \$5,000 total if you provide reasonable documentation. Eligible losses include those incurred on or about **September 2024, up to the date of filing your Claim.**

Your documented losses must have resulted from fraud or identity theft and must be related to the Data Incident. You will not be reimbursed for expenses if you have been reimbursed for the same expenses by another source, including in connection with the credit monitoring and identity theft protection services offered as part of the notification letter provided by WMMHC or otherwise.

It is important for you to send reasonable documents that show what happened and how much you lost or spent so that you can be reimbursed. If you do not submit reasonable documentation supporting a loss, or if your Claim Form is invalid as determined by the Settlement Administrator, and you do not cure your Claim Form, your Claim Form will be processed as if you elected Cash Payment B – Alternate Cash.

To look up more details about how the Cash Payments work, visit [www.xxxxxxxx.com](http://www.xxxxxxxx.com) or call toll-free **1-XXX-XXX-XXX**. Please also review the Long Form Notice on the Settlement Website. *By filling out the boxes below, you are certifying that the money you spent doesn't relate to other data incidents or breaches.*

Expense Type and Examples of Documents	Amount and Date	Description of Expense or Money Spent and Supporting Documents (Identify what you are attaching, and why it's related to the Data Incident)
Professional fees incurred to address identity theft or fraud, such as falsified tax returns, account fraud, and/or medical-identity theft.  <i>Examples: Receipts, notices, or account statements reflecting payment for a credit freeze</i>	\$ <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> . <input type="text"/> <input type="text"/> Date: <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> MM                  DD                  YYYY	<hr/> <hr/> <hr/>
Other losses or costs resulting from identity theft or fraud (provide detailed description) fairly traceable to the Data Incident.  <i>Examples: Account statement with unauthorized charges circled; bank fees, and fees for credit reports, credit monitoring, or other identity theft insurance products purchased</i>	\$ <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> . <input type="text"/> <input type="text"/> Date: <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> MM                  DD                  YYYY	<hr/> <hr/> <hr/>
Other expenses such as notary, fax, postage, copying, mileage, or long-distance telephone charges related to the Data Incident.  <i>Examples: Phone bills, receipts, detailed list of addresses you traveled to (e.g., police station, IRS office), reason why you traveled there (e.g., police report or letter from IRS re: falsified tax return) and number of miles you traveled</i>	\$ <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> . <input type="text"/> <input type="text"/> Date: <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> MM                  DD                  YYYY	<hr/> <hr/> <hr/>

Questions? Go to [www.xxxxxxxx.com](http://www.xxxxxxxx.com) or call **1-XXX-XXX-XXX**.



MAIL  
ID

\*0000PLACEHOLDER0000\*

Print Name

**EXHIBIT 4**  
**(PRELIMINARY APPROVAL ORDER)**

**MONTANA FOURTH JUDICIAL DISTRICT COURT  
MISSOULA COUNTY**

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<p>CLINT STONER, JESSICA THOMPSON, and JESSE EDENS, on behalf of themselves and all others similarly situated,</p> <p style="text-align: center;">Plaintiffs,</p> <p style="text-align: center;">v.</p> <p>WESTERN MONTANA MENTAL HEALTH CENTER and BLACKFOOT COMMUNICATIONS, INC.,</p> <p style="text-align: center;">Defendants.</p>	<p>Dept. No. 1</p> <p>Cause No. DV-2025-0000651-OC</p> <p>Judge: Halligan</p>
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**ORDER CERTIFYING SETTLEMENT CLASS AND GRANTING PRELIMINARY  
APPROVAL OF CLASS ACTION SETTLEMENT AND NOTICE PROGRAM**

**THIS CAUSE** comes before the Court on Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement and Memorandum of Law, filed on \_\_\_\_\_, 2026.<sup>1</sup> Plaintiffs’ unopposed Motion requests entry of an order (a) granting Preliminary Approval of the Settlement; (b) provisionally certifying the Settlement Class for settlement purposes; (c) appointing Plaintiffs as Class Representatives; (d) appointing John Heenan, David Paoli, and Jeff Ostrow as Class Counsel for the Settlement Class; (e) approving the forms of Notice and the Notice Program; (f) approving the Claim Form and the Claims Process; (g) appointing the Settlement Administrator; (h) establishing procedures for members of the Settlement Class to opt-out of or object to the Settlement; and (i) scheduling a Final Approval Hearing on whether to grant Final

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<sup>1</sup> All capitalized terms used herein have the same meanings as those defined in Section II of the Settlement Agreement (“SA”), attached to the Motion as *Exhibit 1*.

Approval of the Settlement and Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards.

Having carefully reviewed the proposed Settlement and its exhibits, all relevant filings, and the record, the Court finds that the proposed Settlement satisfies the criteria for Preliminary Approval, the proposed Settlement Class should be preliminarily certified, the proposed Notice Program and Claims Process should be approved, and Class Representatives, Class Counsel, and the Settlement Administrator should be appointed. Accordingly, it is hereby

**ORDERED AND ADJUDGED** that the Motion is **GRANTED** as set forth herein.

**Background**

This Action arises from a September 2024 Data Incident in which a criminal third party gained unauthorized access to Defendant WMMHC's network and potentially accessed Private Information pertaining to its patients, Plaintiffs, and the proposed Settlement Class. Defendant WMMHC became aware of the Data Incident on September 15, 2024, and subsequently mailed notification letters to the individuals whose information may have been impacted. Thereafter, six lawsuits were filed against Defendant WMMHC in the Montana Fourth Judicial District Court for Missoula County. Defendant WMMHC was served process in the first lawsuit.

Shortly after, the Parties decided to explore early resolution and begin settlement discussions. In advance of settlement discussions, Class Counsel consulted with liability and damage experts and propounded informal discovery requests on Defendant WMMHC to which Defendant WMMHC responded by providing information related to, among other things, the nature and cause of the Data Incident, the number and geographic location of victims impacted, and the specific type of information breached. Plaintiffs and Defendant WMMHC negotiated the terms of this Settlement over several weeks. The negotiations were arms-length and contested and

ultimately resulted in an agreement on January 16, 2026, on the material terms of a classwide settlement. The Settlement does not include Defendant Blackfoot Communications, Inc.

The Settlement Agreement provides Settlement Class Member Benefits of (a) Cash Payments to Settlement Class Members who submit Valid Claims for (i) Cash Payment A – Document Losses; or (ii) Cash Payment B – Alternate Cash; and (b) two years of free Medical Data Monitoring for all Settlement Class Members. SA ¶ 76. Additionally, Defendant WMMHC shall be solely responsible for the payment of all reasonable Settlement Administration Costs. *Id.* ¶ 73. Defendant WMMHC also agrees to pay the Court-awarded attorneys’ fees and costs to Class Counsel and Service Awards to the Class Representatives (not to exceed \$3,000 for each Service Award). *Id.* ¶¶ 73, 106.

Plaintiffs now seek preliminary approval of the Settlement Agreement on behalf of the proposed Settlement Class. Defendant WMMHC does not oppose the Motion and agrees that the Court should grant Preliminary Approval and allow Notice to issue to the Settlement Class. As further discussed below, the Settlement falls within the range of judicial approval and includes a comprehensive Notice Program and Claims Process. As such, the proposed Settlement satisfies the criteria for Preliminary Approval, the proposed Settlement Class should be preliminarily certified, and the proposed Notice Program, Notices, Claims Process, and Claim Forms should be approved.

**Preliminary Certification of the Settlement Class**

1. The Court provisionally and preliminarily certifies the following Settlement Class for Settlement purposes only, finding the Court is likely to finally certify it at Final Approval:

All living individuals in the United States whose Private Information was impacted in the Data Incident.

Excluded from the Settlement Class are all persons who are: (a) directors and officers of Defendant WMMHC; (b) the Judge assigned to the Action, that Judge's immediate family, and Court staff; and (c) any Settlement Class Member who timely and validly opts-out of the Settlement.

2. The Court determines that for Settlement purposes the proposed Settlement Class meets all the requirements of Montana Rule of Civil Procedure 23(a) and (b)(3), namely that the class is so numerous that joinder of all members is impractical; there are common issues of law and fact; the claims of the proposed Class Representatives are typical of absent Settlement Class Members; the Class Representatives will fairly and adequately protect the interests of the Settlement Class, as they have no interests antagonistic to or in conflict with the Settlement Class and have retained experienced and competent Class Counsel to prosecute the Action; common issues predominate over any individual issues; and a class action is the superior means of adjudicating the controversy. Class Counsel is also adequate.

3. Plaintiffs are designated and appointed as the Class Representatives.

4. The Court finds that John Heenan, David Paoli, and Jeff Ostrow are experienced attorneys and will adequately protect the interests of the Settlement Class, and designates them as Class Counsel pursuant to Montana Rule of Civil Procedure 23(g).

#### **Preliminary Approval of the Proposed Settlement**

5. Upon preliminary review, pursuant to Montana Rule of Civil Procedure 23(e)(2) and applying the factors of *Churchill Vill., L.L.C. v. Gen. Elec.*, 361 F.3d 566, 575 (9th Cir. 2004),<sup>2</sup> the Court finds the proposed Settlement is likely to be approved as fair, reasonable, and adequate at the Final Approval Hearing, otherwise meets the criteria for Preliminary Approval, and warrants

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<sup>2</sup> "Federal authority on the issue of class certification is instructive because the Montana version of Rule 23 is identical to the corresponding federal rule." *Chipman v. Nw. Healthcare Corp.*, 2012 MT 242, ¶ 43, 366 Mont. 450, 464–65, 288 P.3d 193, 205.

issuance of Notice to the Settlement Class. Accordingly, the proposed Settlement is preliminarily approved.

**Final Approval Hearing**

6. A Final Approval Hearing shall take place before the Court on \_\_\_\_\_, at \_\_\_\_\_ to determine, among other things, whether (a) the proposed Settlement Class should be finally certified for settlement purposes pursuant to Montana Rule of Civil Procedure 23; (b) the Settlement should be finally approved as fair, reasonable and adequate and, in accordance with the Settlement's terms, all claims in the Class Action Complaint against Defendant WMMHC should be dismissed with prejudice; (c) Settlement Class Members should be bound by the Releases set forth in the Settlement; (d) the proposed Final Approval Order and final judgment should be entered; and (e) the Application for Attorneys' Fees, Costs, and Service Awards should be granted. Any other matters the Court deems necessary and appropriate will also be addressed at the Final Approval Hearing.

7. Class Counsel intends to seek up to \$ \_\_\_\_\_ for attorneys' fees and reasonable litigation costs, to be paid by Defendant WMMHC. Service Awards of up to \$3,000.00 each will also be sought for the Class Representatives. These amounts appear reasonable, but the Court will defer ruling on those awards until the Final Approval Hearing when considering the Application for Attorneys' Fees, Costs, and Service Awards.

8. Class Counsel shall file the Motion for Final Approval and Application for Attorneys' Fees, Costs, and Service Awards no later than 45 days before the original Final Approval Hearing date.

9. Any Settlement Class Member that has not timely and properly opted-out from the Settlement in the manner described below may appear at the Final Approval Hearing in person or

by counsel and be heard, to the extent allowed by the Court, regarding the proposed Settlement and the Application for Attorneys' Fees, Costs, and Service Awards; provided, however, no member of the Settlement Class that has elected to opt out of the Settlement shall be entitled to object or otherwise appear, and no Settlement Class Member shall be heard in opposition to the Settlement unless the Settlement Class Member complies with the requirements of this Order pertaining to objections, which are described below.

**Settlement Administration**

10. Epiq is appointed as the Settlement Administrator, with responsibility for implementing and completing the Notice Program, overseeing the Claims Process, and performing all other acts necessary for Settlement Administration. All reasonable Settlement Administration Costs will be borne by Defendant WMMHC separately and in addition to all other Settlement Class Member Benefits, as provided in the Settlement.

**Notice to the Settlement Class**

11. The Notice Program and forms of Notice, including the Postcard Notice, Long Form Notice, Settlement Website, and toll-free Settlement phone number, along with the Claim Form, attached as exhibits to the Agreement, are approved. Non-material modifications to the Notices and Claim Form may be made by written agreement of the Parties without further order of the Court. The Settlement Administrator is directed to carry out the Notice Program and to perform all other tasks the Settlement requires.

12. The Court finds that the form, content, and method of the Notices (a) constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action, the terms of the proposed Settlement, and their rights under the proposed Settlement; (c) are reasonable and

constitute due, adequate, and sufficient notice to those persons entitled to receive notice; and (d) satisfy the requirements of Montana Rule of Civil Procedure 23, the constitutional requirement of due process, and any other legal requirements. The Court further finds that the Notice is written in plain language, uses simple terminology, and is designed to be readily understandable by members of the Settlement Class.

**Opting-Out of the Settlement Class**

13. Members of the Settlement Class may opt-out of the Settlement Class at any time prior to the Opt-Out Deadline (60 days after Notice is transmitted) by mailing a request to opt-out to the Settlement Administrator postmarked no later than the last day of the 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 include 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, including the Releases and Released Claims, even if that Settlement Class Member does not submit a Valid Claim.

14. Any member of the Settlement Class who timely and validly opts-out from the Settlement Class shall, provided the Court grants Final Approval, (a) be excluded from the Settlement Class by Order of the Court; (b) not be a Settlement Class Member; (c) not be bound by the terms of the Settlement; and (d) have no right to the Settlement Class Member Benefits.

**Objecting to the Settlement**

15. A Settlement Class Member that complies with the requirements of this Preliminary Approval Order and the Agreement may object to the Settlement and/or Application for Attorneys'

Fees, Costs, and Service Awards. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant WMMHC's Counsel, and the Settlement Administrator.

16. For an objection to be considered by the Court, the relevant Settlement Class Member must submit the objection no later than the Objection Deadline, as specified in the Notice, and the relevant Settlement Class Member must not have excluded themselves 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.

17. For an objection to be considered by the Court, it must also set forth the following:
- a. the objector's full name, mailing address, phone number, and email address (if any);
  - b. proof that the objector is a Settlement Class Member (e.g., copy of the Postcard Notice showing the objector's name, copy of the original notice of the Data Incident showing the objector's name);
  - c. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
  - d. the number of times the objector has objected to a class action settlement within the five 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;

- e. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five 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 upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;
- f. the identity of all counsel (if any) representing 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 Application for Attorneys' Fees, Costs, and Service Awards, and whether they will appear at the Final Approval Hearing;
- g. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- h. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- i. the objector's signature (an attorney's signature is not sufficient).

18. Class Counsel and/or Defendant WMMHC's Counsel may conduct limited discovery on any objector or objector's counsel, including taking depositions and propounding document requests.

19. Any Settlement Class Member who fails to object to the Settlement in the manner described herein shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be

precluded from seeking any review of the Settlement or of this Preliminary Approval Order by appeal or any other means.

**Claims Process and Distribution Plan**

20. The Settlement establishes a Claims Process for assessing and determining the validity of Claims and a methodology for paying Settlement Class Members who submit Valid Claims. The Court preliminarily approves this process.

21. Settlement Class Members that qualify for and wish to submit a Claim shall do so in accordance with the requirements and procedures specified in the Settlement, as set forth in the Claim Form. If the Settlement is finally approved, all Settlement Class Members that qualify for any Settlement Class Member Benefits, but who fail to submit a Claim in accordance with the requirements and procedures specified in the Settlement, including the Claim Form requirements, shall be forever barred from receiving any such benefit. Such Settlement Class Members, however, will in all other respects be subject to and bound by the provisions of the Settlement, including the Releases, and the Final Approval Order and final judgment.

**Termination of the Settlement Agreement and Use of this Preliminary Approval Order**

22. This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of which shall be restored to their respective positions existing immediately before this Court entered this Preliminary Approval Order, if the Settlement is not finally approved by the Court, the Settlement is terminated in accordance with its terms, or there is no Effective Date. In such event, the Settlement shall become null and void and be of no further force and effect, and neither the Settlement (including any Settlement-related filings) nor the Court's orders, including this Preliminary Approval Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

23. If the Settlement is not finally approved by the Court, the Settlement is terminated in accordance with its terms, or there is no Effective Date, then this Preliminary Approval Order shall be of no force or effect; shall not be construed or used as (a) an admission, concession, or declaration by or against Defendant WMMHC of any fault, wrongdoing, breach, or liability or (b) to support a claim for class certification; shall not be construed or used as an admission, concession, or declaration by or against any Class Representative or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable; and shall not constitute a waiver by any party of any defense (including without limitation any defense to class certification) or claims he or she may have in this Action or in any other lawsuit.

**Stay of Proceedings**

24. Except as necessary to effectuate this Preliminary Approval Order, this Action and any Court deadlines set in this Action are stayed and suspended pending the Final Approval Hearing and issuance of the Final Approval Order, or until further order of this Court.

**Jurisdiction Pending Settlement Approval**

25. For the benefit of the Settlement Class and to protect this Court's jurisdiction, this Court retains continuing jurisdiction over the Settlement proceedings to ensure the effectuation thereof, in accordance with the Settlement preliminarily approved herein and the related orders of this Court.

**Summary of Deadlines**

26. The Settlement as preliminarily approved shall be administered according to its terms pending the Final Approval Hearing. The Court hereby sets the following schedule of events:

<b>Event</b>	<b>Date</b>
<b>Notice Date (Notice Program Begins)</b>	No later than 30 days after Preliminary Approval
<b>Notice Program Complete</b>	45 days following Preliminary Approval
<b>Deadline to File Motion for Final Approval, and Application for Attorneys' Fees and Costs</b>	45 days before the initial scheduled Final Approval Hearing
<b>Opt-Out Deadline</b>	30 days before the initial scheduled Final Approval Hearing
<b>Objection Deadline</b>	30 days before the initial scheduled Final Approval Hearing
<b>Claim Form Deadline</b>	15 days before the initial scheduled Final Approval Hearing
<b>Final Approval Hearing</b>	_____, 2026, at ___:___ am/pm

SO ORDERED this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

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HONORABLE LESLIE HALLIGAN  
 District Court Judge

**EXHIBIT 5**  
**(FINAL APPROVAL ORDER)**

**MONTANA FOURTH JUDICIAL DISTRICT COURT  
MISSOULA COUNTY**

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CLINT STONER, JESSICA THOMPSON,  
and JESSE EDENS, on behalf of themselves  
and all others similarly situated,

Plaintiffs,

v.

WESTERN MONTANA MENTAL  
HEALTH CENTER and BLACKFOOT  
COMMUNICATIONS, INC.,

Defendants.

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Dept. No. 1  
Cause No. DV-25-0000651-OC

Judge: Halligan

**[PROPOSED] ORDER GRANTING FINAL  
APPROVAL OF CLASS ACTION SETTLEMENT AND  
AWARDING ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS**

Before the Court is Plaintiffs' Motion for Final Approval and Application for Attorneys' Fees, Costs, and Service Awards.<sup>1</sup> The Court has considered the Motion and supporting declarations and the Settlement Agreement, along with the exhibits attached thereto. In addition, the Court has considered the arguments of counsel, the pleadings, and record in this case. The Court determines good cause exists to grant the Motion, and it is hereby granted.

**I. Background**

This Action arises from a September 2024 Data Incident in which a criminal third party gained unauthorized access to Defendant WMMHC's network and potentially accessed Private Information pertaining to its patients, Plaintiffs, and the proposed Settlement Class. Defendant WMMHC is a healthcare facility in Montana that focuses on the treatment and rehabilitation of

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<sup>1</sup> All capitalized terms used herein have the same meanings as those defined in Section II of the Settlement Agreement ("SA"), attached to the Motion as *Exhibit 1*.

individuals with mental health and substance use disorders. SA ¶ 1. During the regular course of administering healthcare services to their patients, Defendant WMMHC collects and retains Private Information belonging to its current and former patients. *Id.* ¶ 2.

Defendant WMMHC became aware of the Data Incident on September 15, 2024, and subsequently mailed notification letters to the individuals whose information may have been impacted. Thereafter, six lawsuits were filed against Defendant WMMHC in the Montana Fourth Judicial District Court for Missoula County. Defendant WMMHC was served process in the first lawsuit.

Shortly after, the Parties decided to explore early resolution and begin settlement discussions. In advance of settlement discussions, Class Counsel consulted with liability and damage experts and propounded informal discovery requests on Defendant WMMHC to which Defendant WMMHC responded by providing information related to, among other things, the nature and cause of the Data Incident, the number and geographic location of victims impacted, and the specific type of information breached. Plaintiffs and Defendant WMMHC negotiated the terms of this Settlement over several weeks. The negotiations were arms-length and contested and ultimately resulted in an agreement on January 16, 2026, on the material terms of a classwide settlement. The Settlement does not include Defendant Blackfoot Communications, Inc.

The Court entered its Preliminary Approval Order on \_\_\_\_\_, 2026, preliminarily certifying the Action as a class action for Settlement purposes pursuant to Montana Rule of Civil Procedure 23(a) and (b)(3). The Court did so after considering Rule 23(a), (b)(3), & (e)(2) and applying the factors of *Churchill Vill., L.L.C. v. Gen. Elec.*, 361 F.3d 566, 575 (9th Cir. 2004)<sup>2</sup> to

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<sup>2</sup> As the Court noted in the Preliminary Approval Order, “[f]ederal authority on the issue of class certification is instructive because the Montana version of Rule 23 is identical to the corresponding

find the Settlement likely to be approved as fair, reasonable, and adequate. The Court further designated John Heenan of Heenan & Cook, PLLC, David Paoli of Paoli Law Firm, and Jeff Ostrow of Kopelowitz Ostrow P.A. as Class Counsel, and Plaintiffs as Class Representatives. The Court also appointed Epiq as the Settlement Administrator. Thereafter, the Notice Program and Claim Process commenced in accordance with the Agreement and the Preliminary Approval Order.

On \_\_\_\_\_, 2026, the Court held a Final Approval Hearing to (1) determine whether to finally certify the Settlement Class; (2) determine whether the terms of the Settlement Agreement and the proposed Settlement provided for therein are fair, reasonable, adequate, and in the best interests of the Settlement Class and should be finally approved; (3) affirm the appointment of Class Counsel, Class Representatives, and the Settlement Administrator; (4) consider the Application for Attorneys' Fees, Costs, and Service Awards; and (5) to hear and consider other matters as appropriate with regard to the Settlement.

## **II. Opinion and Order**

Based on the foregoing, having considered the papers filed and proceedings held in connection with the Settlement, having considered all of the other files, records, and proceedings in the Action, and being otherwise fully advised,

**IT IS HEREBY ORDERED AND ADJUDGED** as follows:

1. This Final Approval Order incorporates the definitions in the Settlement Agreement and all capitalized terms used in this order have the same meanings as those set forth in Section II of the Agreement.

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federal rule.” *Chipman v. Nw. Healthcare Corp.*, 2012 MT 242,43, 366 Mont. 450, 464–65, 288 P.3d 193, 205.

**Class Certification and Final Approval of the Settlement**

2. The terms of the Agreement are fair, adequate, and reasonable. In so finding, the Court has applied the factors from *Churchill Vill., L.L.C. v. Gen. Elec.*, 361 F.3d 566, 575 (9th Cir. 2004), keeping in mind Montana's strong judicial policy favoring settlements in class action cases. See *Pallister v. Blue Cross & Blue Shield of Mont., Inc.*, 2012 MT 198, ¶ 61, 366 Mont. 175, 195, 285 P.3d 562, 574.

3. The Notice provided to the Settlement Class in accordance with the Preliminary Approval Order was the best notice practicable under the circumstances and constituted due and sufficient notice of the proceedings and matters set forth therein to all those entitled to notice. The Notice and Notice Program fully satisfied the requirements of Montana Rule of Civil Procedure 23 and all other applicable law and rules. The Claim Process is also fair, and the Claim Form is easily understandable.

4. Based on the information presented to the Court, the Claim Process is ongoing, and has proceeded consistent with the Agreement and the Preliminary Approval Order. Settlement Class Members who submit Valid Claims shall receive their benefits pursuant to the Settlement's terms. Settlement Class Members who did not submit a Claim, or for whom the Claim is determined to be invalid, shall still be bound by the terms of the Settlement and Releases therein.

5. The distribution plan for Settlement Class Member Benefits in the Agreement is fair, reasonable, and adequate, and is the best practicable distribution plan in this case.

6. The Class Representatives and Class Counsel have fairly and adequately represented and will continue to adequately represent and protect the interests of Settlement Class Members in connection with the Settlement.

7. Because the Court grants Final Approval of the Settlement set forth in the Agreement as fair, reasonable, and adequate, the Court authorizes and directs implementation of all terms and provisions of the Settlement.

8. All Parties to this Action, including all Settlement Class Members, are bound by the Settlement as set forth in the Agreement and this Order.

9. The appointment of Plaintiffs as Class Representatives is affirmed.

10. The appointment of John Heenan, David Paoli, and Jeff Ostrow as Class Counsel is affirmed.

11. The Court reaffirms the appointment of Epiq as the Settlement Administrator.

12. The Court affirms its findings that the Settlement Class meets the relevant requirements of Montana Rule of Civil Procedure 23(a) and (b)(3) for only the purposes of the Settlement, namely that the Settlement Class is so numerous that joinder of all members is impractical; there are common issues of law and fact; the claims of the proposed Class Representatives are typical of absent Settlement Class Members; the Class Representatives will fairly and adequately protect the interests of the Settlement Class, as they have no interests antagonistic to or in conflict with the Settlement Class and have retained experienced and competent Class Counsel to prosecute the Action; common issues predominate over any individual issues; and a class action is the superior means of adjudicating the controversy. Class Counsel is also adequate.

13. Therefore, the Court finally certifies the following Settlement Class:

All living individuals residing in the United States whose Private Information was impacted in the Data Incident.

20. Excluded from the Settlement Class are all persons who are: (a) directors and officers of Defendant WMMHC; (b) the Judge assigned to the Action, that Judge's immediate

family, and Court staff; and (c) any Settlement Class Member who timely and validly opts-out of the Settlement.

14. Judgment shall be entered dismissing the Action with prejudice, on the merits.

15. As of the Effective Date, and in exchange for the relief described in the Agreement, the Releasing Parties shall automatically be deemed to have fully, finally, and forever released, acquitted, relinquished, and completely discharged each of the Released Parties from any and all Released Claims, including but not limited to any federal or state statutory or common law claims arising out of or relating to the allegations in the Action or the Data Incident that the Releasing Parties may have or had.

16. With respect to the Released Claims, Plaintiffs and Settlement Class Members, expressly understand and acknowledge it is possible that losses or claims exist or that present losses may have been underestimated in amount or severity. Plaintiffs and Settlement Class Members explicitly took that into account in entering into the Agreement, and a portion of the consideration and the mutual covenants contained therein, having been bargained for between Plaintiffs and Defendant WMMHC with the knowledge of the possibility of such unknown claims for economic loss, were given in exchange for a full accord, satisfaction, and discharge of all such claims. Consequently, Plaintiffs, the Settlement Class Members, and the Releasing Parties shall be deemed to have, and by operation of the Settlement shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code (to the extent it is applicable, or any other similar provision under federal, state or local law to the extent any such provision is applicable), which provides as follows:

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

MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

17. The Releasing Parties also waive the provisions and rights of any law(s) that are comparable in effect to California Civil Code section 1542 (including, without limitation, California Civil Code § 1798.80, et seq.). The Releasing Parties will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, institute, direct, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, contested matter, arbitration, adversary proceeding, miscellaneous proceeding, or similar proceeding, in any capacity whatsoever, against any of the Released Parties that relates to any of the Released Claims. Plaintiffs and all Settlement Class Members and Releasing Parties, and persons purporting to act on their behalf, are permanently enjoined from commencing or prosecuting (either directly, representatively, or in any other capacity) any of the Released Claims against any of the Released Parties in any action or proceeding in any court, arbitration forum, or tribunal.

18. In the event the Effective Date of the Settlement does not occur, the Settlement shall be rendered null and void to the extent provided by and in accordance with the Agreement, and this Order and any other order entered by this Court in accordance with the terms of the Agreement shall be vacated, *nunc pro tunc*. In such event, all orders entered and releases delivered in connection with the Settlement shall be null and void and have no further force and effect, shall not be used or referred to for any purpose whatsoever, and shall not be admissible or discoverable in any proceeding. The Action shall return to its status immediately prior to execution of the Agreement.

19. The Settlement's terms shall be forever binding on, and shall have res judicata and preclusive effect in, all pending and future lawsuits or other proceedings as to Released Claims (and other prohibitions set forth in this Final Approval Order) that are brought, initiated, or

maintained by, or on behalf of, any Settlement Class Member who has not opted-out or any other person subject to the provisions of this Final Approval Order.

20. This Final Approval Order, the Settlement, and all acts, statements, documents, and proceedings relating to the Settlement are not, and shall not be construed as, used as, or deemed to be evidence of, an admission by or against Defendant WMMHC of any claim, any fact alleged in the Action, any fault, any wrongdoing, any violation of law, or any liability of any kind on the part of Defendant WMMHC or of the validity or certifiability as a class for litigation of any claims that have been, or could have been, asserted in the Action.

21. The Court hereby retains and reserves jurisdiction over (1) implementation of this Settlement and any distributions to the Settlement Class Members; (2) the Action, until the Effective Date, and until each and every act agreed to be performed by the Parties shall have been performed pursuant to the terms of the Agreement, including the exhibits appended thereto; and (3) all Parties, for the purpose of enforcing and administering the Settlement.

**Application for Attorneys' Fees, Costs, and Service Awards**

22. Class Counsel is awarded \$\_\_\_\_\_ for attorneys' fees (which includes costs). These payments shall be paid by Defendant WMMHC in accordance with the Agreement. The Court concludes Class Counsel's requested fee award is within the range of reason, evaluating Class Counsel's attorneys' fees request using the percentage of the fund method alongside consideration of the following factors from *Gendron v. Mont. Univ. Sys.*, 2020 MT 82, ¶ 14, 399 Mont. 470, 461 P.3d 115:

- (1) The novelty and difficulty of the legal and factual issues involved;
- (2) The time and labor required to perform the legal service properly;
- (3) The character and importance of the litigation;
- (4) The result secured by the attorney;
- (5) The experience, skill, and reputation of the attorney;
- (6) The fees customarily charged for similar legal services at the time and place where the services were

rendered; (7) The ability of the client to pay for the legal services rendered; and (8) The risk of no recovery.

On the whole, the Court finds the *Gendron* factors are satisfied and the amount of attorneys' fees and costs requested is fair and reasonable.

23. The Class Representatives shall be awarded Service Awards in the amount of \$3,000.00 each. This amount is equal to service awards recently approved in a similar Montana data breach class action case, and well within the range of reason. *See Henderson v. Kalispell Regional Healthcare*, No. CDV-19-0761 (awarding \$3,500 service awards to each class representative). The Class Representatives actively participated in the Action's litigation, including meeting with Class Counsel from time to time to assist in the investigation and prosecution of the Action and evaluating the Settlement over the course of negotiations, which led to the Settlement and the substantial benefit it provides to the Settlement Class. The Court therefore approves the Service Awards to the Class Representatives. The Service Awards shall be payable out of the Settlement Fund in accordance with the Agreement.

### **III. Conclusion**

For the reasons stated herein, Plaintiffs' Motion for Final Approval and Application for Attorneys' Fees, Costs, and Service Awards is granted. There being no just reason for delay, the Clerk of Court is hereby directed to enter final judgment forthwith.

SO ORDERED on \_\_\_\_\_, 2026.

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HONORABLE LESLIE HALLIGAN  
District Court Judge

**EXHIBIT A**

**Opt-Out List**

(To Be Completed Before Final Approval Hearing)

- 1.
- 2.
- 3.