

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement”) is entered into by and between Richard Clyde and Anthony Hernandez (“Plaintiffs” or “Settlement Class Representatives”), individually and on behalf of the Settlement Class (defined below); and Orthopaedics of Jackson Hole, P.C. dba Teton Orthopaedics (“Defendant”) (together, the “Parties”) in the action *Richard Clyde and Anthony Hernandez v. Orthopaedics of Jackson Hole, P.C. dba Teton Orthopaedics*, Case No. 2025-cv-19233, in the District Court, 9th Judicial District, Teton County

I. FACTUAL BACKGROUND AND RECITALS

1. In March 2024, Defendant discovered that its computer systems were impacted by unauthorized actors (the “Data Breach”). Plaintiffs alleged that the Data Breach exposed personally identifiable information (“PII”) and protected health information (“PHI”) of Defendant’s current and former patients. Specifically, the following types of PII/PHI were allegedly exposed: names, addresses, dates of birth, health insurance information, medical information, driver’s license/Government ID numbers, Social Security numbers, financial account information, passport information, and/or payment card information.

2. On December 13, 2024, Defendant began notifying Plaintiffs and the Settlement Class about the Data Breach.

3. Thereafter, Richard Clyde individually, and on behalf of a putative class, filed an action against Defendant in the District Court, 9th Judicial District, Teton County, titled *Richard Clyde v. Orthopaedics of Jackson Hole, P.C. dba Teton Orthopaedics*, Case No. 2025-cv-19233. And Plaintiff Anthony Hernandez individually, and on behalf of an overlapping putative class, filed an action against Defendant in the District Court, 9th Judicial District, Teton County, titled *Anthony Hernandez v. Orthopaedics of Jackson Hole, P.C. dba Teton Orthopaedics*, Case No. 2025-cv-19244.

4. Over the course of four months (i.e., from May through August 2025), the Parties engaged in arm’s-length settlement negotiations and exchanged informal discovery. In doing so, the Parties engaged in an extensive evaluation and discussion of the relevant facts and law, and the Parties carefully considered the risk and uncertainties of continued litigation and all other factors bearing on the merits of settlement.

5. Eventually, the Parties reached an agreement on the core terms of a class-wide settlement (the “Settlement”), and the Parties executed a term sheet on August 19, 2025. Thereafter, the Parties continued to negotiate the finer terms of the Settlement and prepared the Settlement Agreement, notice documents, claim form, and proposed orders.

6. To facilitate the Settlement, Plaintiff Hernandez voluntarily dismissed his suit without prejudice on August 21, 2025. Then on September 4, 2025, Plaintiff Clyde filed a Second Amended Complaint and added Plaintiff Hernandez as a co-plaintiff. Therein, Plaintiffs brought claims for negligence, negligence *per se*, breach of implied contract, breach of fiduciary duty, unjust enrichment, breach of implied covenant of good faith and fair dealing, and invasion of privacy.

7. The Parties have agreed to settle the Litigation on the terms and conditions set forth herein in recognition that the outcome of the Litigation is uncertain and that achieving a final result through litigation would require substantial additional risk, uncertainty, discovery, time, and expense for the Parties.

8. Defendant denies all claims of wrongdoing or liability that Plaintiffs, Settlement Class Members, or anyone else have asserted in this Litigation or may assert in the future based on the conduct alleged in the complaint. Despite Defendant's position that it is not liable for, and has good defenses to, the claims alleged in the Litigation, Defendant desires to settle the Litigation, and thus avoid the expense, risk, exposure, inconvenience, uncertainty, and distraction of continued litigation of any action relating to the matters being fully settled and finally resolved and released in this Settlement Agreement. Neither this Settlement Agreement, nor any negotiation or act performed or document created in relation to the Settlement Agreement or negotiation or discussion thereof is, or may be deemed to be, or may be used as, an admission of, or evidence of, any wrongdoing or liability.

9. The Parties now enter into this Settlement Agreement. Plaintiffs and Class Counsel have conducted an investigation into the facts and the law regarding the Litigation and have concluded that a settlement according to the terms set forth below is fair, reasonable, and adequate, and beneficial to and in the best interests of Plaintiffs and the Settlement Class, recognizing: (1) the existence of complex and contested issues of law and fact; (2) the risks inherent in litigation; (3) the likelihood that future proceedings will be unduly protracted and expensive if the proceeding is not settled by voluntary agreement; (4) the magnitude of the benefits derived from the contemplated settlement in light of both the maximum potential and likely range of recovery to be obtained through further litigation and the expense thereof, as well as the potential of no recovery whatsoever; and (5) Plaintiffs' determination that the settlement is fair, reasonable, adequate, and will substantially benefit the Settlement Class Members.

10. Considering the risks and uncertainties of continued litigation and all factors bearing on the merits of settlement, the Parties are satisfied that the terms and conditions of this Settlement Agreement are fair, reasonable, adequate, and in their respective best interests.

11. In consideration of the covenants, agreements, and releases set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and among the undersigned that the Litigation be settled and compromised, and that the Releasors release the Released Parties of the Released Claims, without costs as to Released Parties, Plaintiffs, Class Counsel, or the Settlement Class, except as explicitly provided for in this Settlement Agreement, subject to the approval of the Court, on the following terms and conditions.

II. DEFINITIONS

As used in this Settlement Agreement, the following terms have the meanings specified below:

12. **"Aggregate Cap"** means the aggregate cap of \$300,000.00 which is the limit of Defendant's obligation under the Settlement to pay Settlement Class Members for claims for Extraordinary Losses, Ordinary Losses, Lost Time, and Alternative Cash Payments. The

Aggregate Cap does not include Defendant's monetary obligations to pay the Fee Award and Expenses, Service Awards, or Notice and Administrative Expenses.

13. **"Alternative Cash Payment"** means a cash payment of One Hundred Dollars and Zero Cents (\$100.00), which a Class Member may claim in lieu of any other benefits under this Settlement Agreement.

14. **"Approved Claims"** shall mean complete and timely Claim Forms submitted by Settlement Class Members that have been approved by the Settlement Administrator and which shall be paid (or caused to be paid) by Defendant.

15. **"Claim Form"** shall mean the form that Settlement Class Members may submit to obtain compensation under this Settlement Agreement, which is attached as **Exhibit C**.

16. **"Claims Deadline"** shall mean the date by which all Claim Forms must be postmarked (if mailed) or submitted (if filed electronically) to be considered timely and shall be set as a date ninety (90) days after the Notice Date is entered. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order, as well as in the Notice and the Claim Form.

17. **"Class Counsel"** shall mean Brittany Resch of Strauss Borrelli PLLC and John Nelson of Milberg Coleman Bryson Phillips Grossman, PLLC.

18. **"Counsel"** or **"Counsel for the Parties"** means both Class Counsel and Defendant's Counsel, collectively.

19. **"Court"** shall mean the District Court, 9th Judicial District, Teton County.

20. **"Credit Monitoring Services"** means three (3) years of credit monitoring to Settlement Class Members under the Settlement. These services include one-bureau credit monitoring and at least \$1 million in identity theft insurance.

21. **"Data Breach"** means the alleged ransomware attack that allegedly impacted Defendant's computer systems from January 16, 2024, until March 25, 2024, and which is the subject of this Litigation.

22. **"Defendant"** shall mean Orthopaedics of Jackson Hole, P.C. dba Teton Orthopaedics.

23. **"Defendant's Counsel"** shall mean Rachel N. Rivers of Pierson Ferdinand LLP.

24. **"Effective Date"** shall mean the date when the Settlement Agreement becomes Final.

25. **"Extraordinary Losses"** means losses supported by third-party documentation, and that satisfy the following requirements: (i) the loss is an actual, documented, and unreimbursed monetary loss stemming from fraud or identity theft; (ii) the loss from fraud or identity theft was more likely than not caused by the Data Breach; (iii) the loss from fraud or identity theft was incurred after the date of the Data Breach; (iv) the loss from fraud or identity theft is not already

covered by one or more of the other reimbursement categories; and (v) the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance

26. **“Fee and Expense Application”** shall mean the motion to be filed by Class Counsel, in which they seek approval of an award of attorneys’ fees, as well as Service Awards for the Class Representatives.

27. **“Fee Award and Expenses”** means the amount of attorneys’ fees and reimbursement of litigation expenses awarded by the Court to Class Counsel, which shall be paid (or caused to be paid) by Defendant separate and apart from the Aggregate Cap.

28. **“Final”** means the Final Approval Order has been entered on the docket, and (1) the time to appeal from such order has expired and no appeal has been timely filed; (2) if such an appeal has been filed, it has been finally resolved and has resulted in an affirmation of the Final Approval Order; or (3) the Court following the resolution of the appeal enters a further order or orders approving settlement on the material terms set forth herein, and either the time to further appeal from such order has expired and no further appeal is taken from such order(s) or any such appeal has been finally resolved and results in affirmation of such order(s).

29. **“Final Approval Hearing”** means the hearing before the Court where the Plaintiffs will request a judgment to be entered by the Court approving the Settlement Agreement, approving the Fee Award and Expenses, and approving a Service Awards to the Class Representatives.

30. **“Final Approval Order”** shall mean an order entered by the Court, in substantially the same form as the one attached hereto as **Exhibit E**, that:

- i. Certifies the Settlement Class pursuant to Rule 23 of the Wyoming Rules of Civil Procedure;
- ii. Finds that the Settlement Agreement is fair, reasonable, and adequate, was entered into in good faith and without collusion, and approves and directs consummation of this Settlement Agreement;
- iii. Dismisses Plaintiffs’ claims pending before it with prejudice and without costs, except as explicitly provided for in this Settlement Agreement;
- iv. Approves the Release provided below and orders that, as of the Effective Date, the Released Claims will be released as to Released Parties;
- v. Includes as an exhibit a list of individuals who timely and validly opted out of the Settlement;
- vi. Reserves jurisdiction over the Settlement and this Settlement Agreement; and
- vii. Finds that there is no just reason for delay of entry of Final Approval Order with respect to the foregoing.

31. “**Frequently Asked Questions**” or “**FAQs**” are questions and answers to those questions that are frequently posed by Class Members about class action settlements and specifically about this Settlement.

32. “**Litigation**” shall mean the action captioned *Richard Clyde and Anthony Hernandez v. Orthopaedics of Jackson Hole, P.C. dba Teton Orthopaedics*, Case No. 2025-cv-19233, in the District Court, 9th Judicial District, Teton County.

33. “**Long Form Notice**” is the content of the notice substantially in the form as **Exhibit B**, which will be posted on the Settlement Website and will include robust details about the Settlement.

34. “**Lost Time**” means time spent remedying issues related to the Data Breach.

35. “**Notice**” means the direct notice of this proposed Settlement, which is to be provided substantially in the manner set forth in this Settlement Agreement and **Exhibits A and B**. The Notice Deadline in this case will be 30 days after the Preliminary Approval Order is entered.

36. “**Notice Deadline**” means the last day by which Notice must be issued to the Settlement Class Members, and will occur 30 days after the Preliminary Approval Order is entered.

37. “**Notice and Administrative Expenses**” means all of the expenses incurred in the administration of this Settlement, including, without limitation, providing Notice to the Settlement Class, locating Settlement Class Members, processing claims, determining the eligibility of any person to be a Settlement Class Member, and administering, calculating and distributing payments and benefits to Settlement Class Members, which shall be paid (or caused to be paid) by Defendant separate and apart from the Aggregate Cap. Administrative Expenses also includes all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

38. “**Objection Deadline**” means the date by which a written objection to this Settlement Agreement or a request for exclusion submitted by a person within the Settlement Class must be postmarked and/or filed with the Court and sent to the Settlement Administrator, which shall be designated as sixty (60) days after the Notice Deadline, or such other date as ordered by the Court.

39. “**Opt-Out Deadline**” is the last day on which a Settlement Class Member may file a request to be excluded from the Settlement Class, which will be sixty (60) days after the Notice Deadline.

40. “**Ordinary Losses**” include, without limitation and by way of example, Lost Time; professional fees including attorneys’ fees, accountants’ fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after mailing of the notice of data breach, through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

41. “**Settlement Class Member**” means a Settlement Class Member who does not submit a valid Request for Exclusion prior to the Opt-Out Deadline.

42. “**Parties**” shall mean Plaintiffs and Defendant, collectively.

43. “**Plaintiffs**” or “**Class Representatives**” shall mean the named plaintiffs, Richard Clyde and Anthony Hernandez.

44. “**Preliminary Approval Order**” shall mean the Court’s Order preliminarily approving the Settlement Agreement, certifying the Settlement Class for settlement purposes, and directing notice of the Settlement to the Settlement Class substantially in the form of the Notice set forth in this Settlement Agreement, attached as **Exhibit D**.

45. “**Released Claims**” shall have the meaning ascribed to it as set forth below in this Settlement Agreement.

46. “**Released Parties**” shall have the meaning ascribed to it as set forth below in this Settlement Agreement.

47. “**Releasors**” shall refer, jointly and severally, and individually and collectively, to Plaintiffs, the Settlement Class Members, and to each of their predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing, and anyone claiming by, through, or on behalf of them.

48. “**Service Award**” shall have the meaning ascribed to it as set forth below in this Settlement Agreement. The Service Awards requested in this matter will be \$2,500 to each Plaintiff, subject to court approval, which shall be paid (or caused to be paid) by Defendant separate and apart from the Aggregate Cap.

49. “**Settlement Administrator**” means, subject to Court approval, Analytics, an entity jointly selected and supervised by Class Counsel and Defendant to administer the settlement.

50. “**Settlement Benefits**” means the benefits that shall be paid (or caused to be paid) by Defendant, including Credit Monitoring and payments for Ordinary Losses, Extraordinary Losses, Lost Time, and Alternative Cash Payments.

51. “**Settlement Class**” or “**Class**” means “All persons residing in the United States whose PII/PHI was compromised in the Data Breach discovered by Teton Orthopaedics in March 2024, including all those individuals who received notice of the breach.” Excluded from the Settlement Class are: (1) the judges presiding over this Action, and members of their direct families; (2) the Defendant, their subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or their parents have a controlling interest, and their current or former officers and directors; and (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline. Defendant estimates that there are approximately 13,409 individuals in the Settlement Class.

52. “**Settlement Class List**” means a list of the names, emails, and/or mailing addresses of the Settlement Class Members which Defendant or Defendant’s agent shall provide

to the Settlement Administrator within seven (7) days of the entry of the Preliminary Approval Order.

53. “**Settlement Class Member**” means an individual who falls within the definition of the Settlement Class.

54. “**Settlement Payment**” means the payment to be made via mailed check and/or electronic payment to a Settlement Class Member from the Settlement Administrator.

55. “**Settlement Website**” means a website established and administered by the Settlement Administrator, which shall contain information about the Settlement, including electronic copies of **Exhibits A-E** (or any forms of these notices that are approved by the Court), this Settlement Agreement, and all Court documents related to the Settlement. The Settlement Website, will be publicly viewable and contain broad information about the Settlement, including but not limited to, copies of the Complaint filed in this matter, a copy of the Long Form Notice, Short Form Notice, FAQs, Claim Form that may be submitted online through the Settlement Website or mailed to the Settlement Administrator, and the deadlines for filing a claim, objection, or exclusion requests, and the date of the Fairness Hearing. The Settlement Website is viewed as an important piece of the notice plan to Class Members. The Settlement Website will remain active until ninety (90) days after the Effective Date.

56. “**Short Form Notice**” is the postcard notice that will be mailed to each available Settlement Class Member. Attached as **Exhibit A**.

III. SETTLEMENT BENEFITS AND ADMINISTRATION

57. The Settlement Administrator will agree to make the following compensation available to Settlement Class Members who submit valid and timely claim forms. Claims will be subject to review for completeness and plausibility by a Settlement Administrator, and Claimants will have the opportunity to seek review by the Parties’ counsel, if they dispute the Settlement Administrator’s initial determination.

58. The following benefits will be administered on a wholly claims-made basis. The following benefits shall be paid (or caused to be paid) by Defendant. The costs of these benefits are subject to an aggregate cap of \$300,000.00. Thus, if the cost of claimed benefits would exceed \$300,000.00, then claims—for Extraordinary Losses, Ordinary Losses, Lost Time, and Alternative Cash Payments—will be decreased *pro rata* so that the cost of claimed benefits is \$300,000.00.

- i. **Credit Monitoring**: All Settlement Class Members are eligible to enroll in three (3) years of Credit Monitoring Services, regardless of whether the Settlement Class Member submits a claim for Extraordinary Losses, Ordinary Losses, or Lost Time. However, Settlement Class Members cannot claim both Credit Monitoring and the Alternative Cash Payment. The Settlement Administrator shall send an activation code to each valid Credit Monitoring Services claimant within **fourteen (14) days** of the Effective Date that can be used to activate Credit Monitoring Services. Such enrollment codes shall be sent via e-mail, unless the claimant did not provide an e-mail address, in which case such codes shall be sent via U.S. mail. Codes will be active for **one-**

hundred and eighty (180) days after the date of mailing, and may be used to activate the full term if used at any time during that period. The provider shall provide Credit Monitoring Services to all valid claimants who timely activate those services for a period of three (3) years from the date of activation. Credit Monitoring Expenses, the administration of which will be overseen by Class Counsel, will be paid (or caused to be paid) by Defendant.

- ii. **Compensation for Extraordinary Losses:** The Settlement Administrator will provide compensation, up to a total of \$10,000.00 per Settlement Class Member for Extraordinary Losses that are supported by third-party documentation. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation. To be eligible, the losses must satisfy the following requirements: (i) the loss is an actual, documented, and unreimbursed monetary loss stemming from fraud or identity theft; (ii) the loss from fraud or identity theft was more likely than not caused by the Data Breach; (iii) the loss from fraud or identity theft was incurred after the date of the Data Breach; (iv) the loss from fraud or identity theft is not already covered by one or more of the other reimbursement categories; and (v) the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.
- iii. **Compensation for Ordinary Losses:** The Settlement Administrator will provide compensation, up to a total of \$5,000.00 per Settlement Class Member for Ordinary Losses that are supported by third-party documentation. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation. Ordinary Losses would include, without limitation and by way of example, Lost Time; professional fees including attorneys’ fees, accountants’ fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after mailing of the notice of data breach, through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.
- iv. **Compensation for Lost Time:** The Settlement Administrator will provide \$40.00 per hour for up to four (4) hours (i.e., a total of up to \$160.00) for Lost Time spent in response to Data Breach. Claims for Lost Time are subject to the \$5,000.00 limit on Ordinary Losses. Settlement Class Members may submit claims for Lost Time with only an attestation demonstrating that they spent the claimed time responding to issues raised by the Data Breach. This attestation may be completed by checking a box next to the sentence: “I swear and affirm that I spent the amount of time noted in response to the Data Breach.”

- v. **Alternative Cash Payment:** Settlement Class Members can claim an Alternative Cash Payment of \$100.00 in lieu of claims for Credit Monitoring, Extraordinary Losses, Ordinary Losses, and Lost Time.

59. **Assessing Claims.** The Settlement Administrator shall verify that each person who submits a Claim Form is a Settlement Class Member. The Settlement Administrator shall have the sole discretion and authority to determine whether a claim for Settlement Benefits is valid, however, the Settlement Administrator may consult with both Class Counsel and Defendant's Counsel in making individual determinations. The Settlement Administrator is authorized to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.

60. **Disputes.** To the extent the Settlement Administrator determines a claim is deficient in whole or part, within a reasonable time of making such a determination, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies and give the Settlement Class Member twenty-one (21) days to cure the deficiencies. Such notifications shall be sent via e-mail, unless the claimant did not provide an e-mail address, in which case such notifications shall be sent via U.S. mail. If the Settlement Class Member attempts to cure the deficiencies but, at the sole discretion and authority of the Settlement Administrator, fails to do so, the Settlement Administrator shall notify the Settlement Class Member of that determination within ten (10) days, which shall be final. The Settlement Administrator may consult with Class Counsel and Defendant's Counsel in making such determinations.

61. **Returned Checks.** For any Settlement Check returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make reasonable efforts to locate a valid address and resend the Settlement Payment within thirty (30) days after the check is returned to the Settlement Administrator as undeliverable. In attempting to locate a valid address, the Settlement Administrator is authorized to send an e-mail and/or place a telephone call to that Settlement Class Member to obtain updated address information. Any replacement Settlement Checks issued to Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Settlement Class Members within that time.

62. **Uncashed Checks.** To the extent that a Settlement Check is not cashed within ninety (90) days after the date of issue, the Settlement Administrator shall undertake the following actions: (1) attempt to contact the Settlement Class Member by e-mail and/or telephone to discuss how to obtain a reissued check; (2) if those efforts are unsuccessful, make reasonable efforts to locate an updated address for the Settlement Class Member using advanced address searches or other reasonable methods; and (3) reissuing a check or mailing the Settlement Class Member a postcard (either to an updated address if located or the original address if not) providing information regarding how to obtain a reissued check. Any reissued Settlement Checks issued to Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Settlement Class Members within that time.

63. **Settlement Administration Fees.** The entirety of the Notice and Administrative Expenses, including the cost of Notice, shall be paid (or caused to be paid) by Defendant separate and apart from the Aggregate Cap. The Parties have solicited competitive bids for the settlement administration fees, and agree to rely upon postcard notice, and to utilize email notice where practicable in order to minimize the administration costs while still providing effective notice to the Class.

64. Provided that Final Approval of this Settlement Agreement is granted by the Court without material change, material amendment, or material modification, the benefits provided herein will be provided in exchange for a full, fair, and complete release of all Released Parties from Released Claims, and dismissal of the Litigation with prejudice.

65. Once a Settlement Administrator is mutually agreed to by the Parties and after the settlement is preliminarily approved by the Court, the Settlement Administrator will provide notice in a manner mutually agreed upon by the Parties, and which shall consist of direct mail notice.

66. After the Court enters an order approving the final Settlement Agreement, the Settlement Administrator shall make payments to all Settlement Class Members that made a valid claim, subject to the procedure set forth herein.

67. The Parties, Class Counsel, and Defendant's Counsel shall not have any liability whatsoever with respect to (i) any act, omission or determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of the Settlement benefits; (iii) the formulation, design or terms of the disbursement of the Settlement benefits; (iv) the determination, administration, calculation or payment of any claims for Settlement benefits; or (v) the payment or withholding of any Taxes and Tax-Related Expenses.

IV. ADDITIONAL SECURITY MEASURES

68. **Additional Security Measures.** Defendant will provide a confidential declaration to Class Counsel describing its information security improvements since the Data Breach and estimating the annual cost of those improvements. Defendant agrees to implement and maintain these improvements to its business practices for a period of seven (7) years. Costs associated with these security-related measures should be paid by Defendant separate and apart from other settlement benefits.

V. THE NOTICE PLAN, OPT-OUTS, AND OBJECTIONS

69. **Notice.** Within seven (7) days after the entry of the Preliminary Approval Order, Defendant shall provide the Settlement Class List to the Settlement Administrator. Within thirty (30) days after the Preliminary Approval Order is entered, the Settlement Administrator shall disseminate Notice to the Settlement Class Members. Notice shall be disseminated via U.S. mail to all Settlement Class Members, to the extent mailing addresses are known. The process to issue Notice as described in this Paragraph and the creation and maintenance of the Settlement Website shall constitute the "Notice Plan."

70. **Final Approval Hearing.** The Notice must set forth the time and place of the Final Approval Hearing (subject to change) and state that any Settlement Class Member who does not file a timely and adequate objection in accordance with this Paragraph waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement.

71. **Opt-Outs.** The Notice shall explain the procedure for Settlement Class Members to exclude themselves or “opt-out” of the Settlement by mailing a request for exclusion to the Settlement Administrator postmarked no later than the Opt-Out Deadline. The request for exclusion must include the name of the proceeding, the individual’s full name, current address, personal signature, and the words “Request for Exclusion,” a comparable statement that the individual does not wish to participate in the Settlement, or some other clear manifestation of the intent to opt-out of the Settlement in the written communication. Each request for exclusion must request exclusion only for that one individual whose personal signature appears on the request. The Notice must state that any Settlement Class Member who does not file a timely request for exclusion in accordance with this Paragraph will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement.

72. **Objections.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement or Fee and Expense Application by submitting written objections to the Court no later than the Objection Deadline. A written objection must include (i) the name of the proceedings; (ii) the Settlement Class Member’s full name, current mailing address, and telephone number; (iii) a statement of the specific grounds for the objection, as well as any documents supporting the objection and a description of whether the objection applies only to the Settlement Class Member, a subset of the Settlement Class, or the entire Settlement Class; (iv) the identity of any attorneys representing the objector (if any), as well as a description of the attorney’s background and prior experience, the amount of anticipated fees and method of calculation, the attorney’s hourly rate, and the number of hours spent working; (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) a description and/or copies of evidence that may be introduced at fairness hearing; (vii) a list of proceedings in which the Settlement Class Member has submitted an objection during the past five years; and (viii) the signature of the Settlement Class Member or the Settlement Class Member’s attorney.

VI. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

73. **Certification of the Settlement Class.** For purposes of this Settlement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon both the Court entering the Final Approval Order of this Settlement and the occurrence of the Effective Date.

74. **Preliminary Approval.** Following execution of this Agreement, Class Counsel shall file a motion for preliminary approval of the Settlement, in a form agreeable to the Parties, by a date that is agreeable to the Parties and the Court or that is otherwise ordered by the Court.

75. **Final Approval.** Class Counsel shall move the Court for a Final Approval Order of this Settlement at the Final Approval Hearing, which shall occur no later than 120 days after the entry of the Preliminary Approval Order.

76. **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 retain jurisdiction with respect to the administration, consummation and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Plan and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

VII. MODIFICATION AND TERMINATION

77. **Modification.** The terms and provisions of this Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that, after entry of the Preliminary Approval Order, the Parties may, by written agreement, effect such amendments, modifications, or expansions of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members under this Agreement.

78. **Settlement Not Approved.** If: (1) the Court does not issue the Preliminary Approval Order or Final Approval Order; (2) the Effective Date does not occur; or (3) the Final Approval Order is modified or reversed in any material respect by any appellate or other court, the Parties shall have sixty (60) days from the date of such non-occurrence during which the Parties shall work together in good faith in considering, drafting, and submitting reasonable modifications to this Agreement to address any issues identified by the Court or that otherwise caused the Preliminary Approval Order or Final Approval Order not to issue or the Effective Date not to occur. If such efforts are unsuccessful, either Party may at their sole discretion terminate this Agreement on seven (7) days written notice to the other Party. For avoidance of any doubt, neither Party may terminate the Agreement while an appeal from an order granting approval of the Settlement is pending.

79. **Effect of Termination.** In the event of a termination as provided herein, this Agreement and the Settlement shall be considered null and void; all of the Parties' obligations under the Agreement 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 or the Settlement. Further, in the event of such a termination, the certification of the Settlement Class shall be void. Defendant reserves the right to contest class certification for all purposes other than this Settlement. Any orders preliminarily or finally approving the certification of any class contemplated by the Settlement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity in support of claims or defenses or in support or in opposition to

a class certification motion. In addition: (a) the fact that Defendant did not oppose certification of a class under the Settlement shall not be used or cited thereafter by any person or entity, including in a contested proceeding relating to class certification and (b) in the event of such a termination, all of the Parties' respective pre-Settlement claims and defenses will be preserved.

VIII. RELEASES

80. Upon Final Approval of this Settlement Agreement, Releasors release, acquit, and forever discharge Defendant and each of their present and former parents, subsidiaries, divisions, affiliates, predecessors, successors, and assigns, Board of Trustees, and the present and former directors, officers, employees, agents, insurers, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, and the predecessors, successors, and assigns of each of them as well as covered entities associated with the Data Breach ("Released Parties") from all liabilities, rights, claims, actions, causes of action, demands, damages, penalties, costs, attorneys' fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result from, arise out of, are based upon, or relate to the Data Breach, and conduct that was alleged or could have been alleged in the Litigation, including, without limitation, any claims, actions, causes of action, demands, damages, penalties, losses, or remedies relating to, based upon, resulting from, or arising out of the Data Breach (the "Released Claims"), provided that nothing in this Release is intended to, does or shall be deemed to release any claims not arising out of, based upon, resulting from, or related to the Data Breach.

81. With respect to any and all Released Claims, the Parties stipulate and agree that upon Final Approval of this Settlement Agreement, Releasors shall have waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, the District of Columbia, or principle of common law or otherwise, which includes or is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

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

Settlement Class Representatives and Class Counsel acknowledge, and each Settlement Class Member by operation of law shall be deemed to have acknowledged, that the inclusion of unknown claims in the Release was separately bargained for and was a key element of the Settlement Agreement.

82. Each Releasor waives any and all defenses, rights, and benefits that may be derived from the provisions of applicable law in any jurisdiction that, absent such waiver, may limit the extent or effect of the release contained in this Settlement Agreement.

83. **Mutual Understanding.** 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 the risk of such possible difference in facts, and agrees that this Agreement, including the releases contained herein, shall remain effective notwithstanding such difference in facts. 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.

84. **Release of Class Representatives and Class Counsel.** Upon the Effective Date, Defendant and their representatives, officers, agents, directors, principals, affiliates, employees, insurers, and attorneys shall be deemed to have released, acquitted, and forever discharged the Settlement Class Representatives and Class Counsel from any and all claims or causes of action of every kind and description, including any causes of action in law, claims in equity, complaints, suits or petitions, and any allegations of wrongdoing, demands for legal, equitable or administrative relief (including, but not limited to, any claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, compensatory damages, consequential damages, penalties, exemplary damages, punitive damages, attorneys' fees, costs, interest or expenses), whether known or unknown, that arise out of, are based upon, or relate to prosecution of the Action, the Settlement Agreement, or the Settlement claims process (provided, however, that this release and discharge shall not include claims relating to the enforcement of the terms of the Settlement or this Agreement).

85. **Bar to Future Suits.** Upon entry of the Final Approval Order, Releasors shall be enjoined from prosecuting any claim they have released in the preceding paragraphs in any proceeding against Defendant or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order. Likewise, Defendant and their representatives, officers, agents, directors, principals, affiliates, employees, insurers, and attorneys shall be enjoined from prosecuting any claim they have released in the preceding paragraphs in any proceeding against Settlement Class Representatives and Class Counsel or based on any actions taken by Settlement Class Representatives and Class Counsel that are authorized or required by this Agreement or by the Final Approval Order. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this section.

IX. SERVICE AWARD PAYMENTS

86. **Service Award Payments.** At least fourteen (14) days before the Opt-Out and Objection Deadlines, Class Counsel will file a Fee Application that will include a request for Service Award payments for the Settlement Class Representatives in recognition for their contributions to this Action not to exceed \$2,500 per Plaintiff (\$5,000 total). Such Service Award payments shall be paid by the Defendant, in the amount approved by the Court, no later than ten (10) days after the Effective Date. The Service Awards shall be paid (or caused to be paid) by Defendant separate and apart from all other benefits provided by the Settlement.

87. **No Effect on Agreement.** In the event the Court declines to approve, in whole or in part, the payment of Service Awards in the amount requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the Service Awards shall constitute grounds for termination of this Agreement.

X. ATTORNEYS' FEES, COSTS, EXPENSES

88. **Attorneys' Fees and Costs and Expenses.** At least fourteen (14) days before the Opt-Out and Objection Deadlines, Class Counsel will file a Fee and Expense Application for an award of attorney fees and costs of up to \$125,000.00, which shall be paid (or caused to be paid) by Defendant separate and apart from all other benefits provided by the Settlement.

89. Prior to the disbursement or payment of the Fee Award and Expenses under this Agreement to the IOLTA trust accounts of Class Counsel, Class Counsel shall provide to the Settlement Administrator a properly completed and duly executed IRS Form(s) W-9. Fee Award and Expenses (plus any interest accrued thereon) shall be paid by the Settlement Administrator, in the amount approved by the Court, no later than seven (7) days after the Effective Date.

90. **No Effect on Agreement.** In the event the Court declines to approve, in whole or in part, the payment of the Fee Award and Expenses in the amount requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the Fee Award and Expenses shall constitute grounds for termination of this Agreement.

XI. NO ADMISSION OF LIABILITY

91. **No Admission of Liability.** The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

92. **No Use of Agreement.** Neither the Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) 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 Plaintiffs; or (ii) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission by Defendant in the Action or in any proceeding in any court, administrative agency or other tribunal.

XII. MISCELLANEOUS

93. **Publicity.** The Parties agree that they shall not publicize this Settlement, the Settlement benefits, the amount or sum of individual Settlement Class Representatives' or Settlement Class Members' shares or the events and negotiations surrounding this Agreement in any way except by joint pleadings or unopposed motions filed with the Court, if required. Subject to prior approval by Defendant's Releasees, which shall not be unreasonably withheld, Class Counsel may post information on their law firm websites about the Settlement that is consistent with the notice program. If any Party believes a statement is made in violation of this provision, the Parties shall meet-and-confer informally in an effort to resolve the dispute. If the dispute cannot be resolved informally, it shall be submitted to the Court for resolution.

94. **Integration of Exhibits.** The exhibits to this Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Agreement.

95. **Entire Agreement.** This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties with regard to the subject matter hereof and shall supersede any previous agreements, representations, communications and understandings among the Parties. This Agreement may not be changed, modified, or amended except in writing signed by all Parties, subject to Court approval. The Parties contemplate that, subject to Court approval or without such approval where legally permissible and where such changes are non-material, the exhibits to this Agreement may be modified by subsequent agreement of counsel for the Parties prior to dissemination of the Settlement Class Notice to the Settlement Class.

96. **Deadlines.** If any of the dates or deadlines specified herein fall on a weekend or legal holiday, including without limitation the Notice Deadline, the applicable date or deadline shall fall on the next business day. All reference to “days” in this agreement shall refer to calendar days unless otherwise specified.

97. **Construction.** For the purpose of construing or interpreting this Agreement, the Parties agree that this Agreement is to be deemed to have been drafted equally by all Parties hereto and shall not be construed strictly for or against any Party.

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

99. **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 in good faith prior to seeking Court intervention.

100. **Governing Law.** The Agreement shall be construed in accordance with, and be governed by, the laws of the State of Wyoming, without regard to the principles thereof regarding choice of law.

101. **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 signatories do not sign the same counterparts. Original signatures are not required. Any signature submitted electronically through e-mail of an Adobe PDF shall be deemed an original.

102. **Notices.** All notices to Class Counsel provided for herein, shall be sent by overnight mail and email to:

Brittany Resch
STRAUSS BORRELLI PLLC
80 N Michigan Avenue, Suite 1610
Chicago, Illinois 60611
T: (872) 263-1100

bresch@straussborrelli.com

John Nelson
MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC
280 S. Beverly Drive
Beverly Hills, California 90212
T: (858) 209-6941
jnelson@milberg.com

All notices to Defendant provided for herein, shall be sent by overnight mail and email to:

Rachel N. Rivers
PIERSON FERDINAND LLP
2100 Geng Road, Suite 210
Palo Alto, California 94303
T: (415) 907-4972
rachel.rivers@pierferd.com

The notice recipients and addresses designated above may be changed by written notice.


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

104. **No Government Third-Party Rights or Beneficiaries.** No government agency or official can claim any rights under this Agreement or Settlement.

105. **No Collateral Attack.** The Settlement Agreement shall not be subject to collateral attack, including by any Settlement Class Member or any recipient of notices of the Settlement after issuance of the Final Approval Order.

106. **Survival.** The Parties agree that the terms set forth in this Settlement Agreement shall survive the signing of the Settlement Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused the Settlement Agreement to be executed,

/s/ 
Richard Clyde (Oct 24, 2025 15:41:11 MDT)
Plaintiff Richard Clyde

Plaintiff Anthony Hernandez

Defendant Orthopaedics of Jackson Hole, P.C. dba Teton Orthopaedics

Dated: October 14, 2025

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*Counsel for Plaintiffs and Proposed
Settlement Class*

SETTLEMENT TIMELINE

<u>Grant of Preliminary Approval</u>	
Defendant provides list of Settlement Class Members to the Settlement Administrator	7 days after Preliminary Approval
Long Form and Short Form Notices Posted on the Settlement Website	30 days after Preliminary Approval.
Notice Date	30 days after Preliminary Approval.
Class Counsel's Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Class Representative Service Award	14 days before Objection and Opt-Out Deadlines
Objection Deadline	60 days after Notice Date
Opt-Out Deadline	60 days after Notice Date
Claims Deadline	90 days after Notice Date
Settlement Administrator Provide List of Objections/Opt-Outs to Counsel for the Parties	70 days after Notice Date
Motion for Final Approval	14 days before Final Approval Hearing Date
Settlement Administrator Provides Court Notice of Opt-Outs and/or Objections	14 days before Final Approval Hearing Date
<u>Final Approval Hearing</u>	120 days after Preliminary Approval Order (at minimum)
Payment of Attorney Fees and Cost, and Class Representative Service Awards	7 days after Effective Date
Settlement Website Deactivation	90 days after Effective Date

— EXHIBIT A —

Teton Orthopaedics Data
Settlement
c/o Settlement Administrator
<<Address>>
<<City, State, Zip>>

FIRST-CLASS MAIL
U.S. POSTAGE PAID
CITY, STATE ZIP
PERMIT NO. XXXX

NOTICE OF CLASS ACTION
SETTLEMENT

You may be entitled to submit a claim
for monetary compensation under a
class action settlement.

<<Website>>

WHO IS A SETTLEMENT CLASS MEMBER?

You have been identified as a Settlement Class Member in the lawsuit *Richard Clyde and Anthony Hernandez v. Orthopaedics of Jackson Hole, P.C. dba Teton Orthopaedics, Case No. 2025-cv-19233* (Teton County) because you reside in the United States and your personally identifiable information (“PII”) and private health information (“PHI”) was compromised in the Data Breach discovered by Teton Orthopaedics in March 2024.

WHAT ARE THE SETTLEMENT BENEFITS?

Under the Settlement, Defendant has agreed to pay Valid Claims. As a Settlement Class Members, you are eligible to submit claims for the following: (i) three (3) years of one-bureau Credit Monitoring Services with at least \$1,000,000 in identify theft insurance; (ii) up to \$10,000 for reimbursement in documented, unreimbursed losses arising out of or related to identity theft (“Extraordinary Losses”); (iii) up to \$5,000 for reimbursement for documented out-of-pocket expenses resulting from the Data Incident (“Ordinary Losses”); (iv) up to 4 hours of lost time at \$40 per hour for time spent in response to the Data Breach (“Lost Time”); **OR** (v) an Alternative Cash Payment of \$100.00 in lieu of all other Settlement Benefits. More information about the types of claims and how to file them is available at <<Website>>.

WHAT ARE YOUR RIGHTS AND OPTIONS?

Submit a Claim Form. To receive Settlement benefit(s), you must timely submit a Claim Form, available online at <<Website>>. Your Claim Form must be postmarked or submitted online no later than <<Date>>. Claims will be subject to a verification process.

Opt Out. You may exclude yourself from the settlement and retain your ability to sue Defendant on your own by mailing a written request for exclusion to the Settlement Administrator that

is postmarked no later than <<Date>>. If you do not exclude yourself, you will be bound by the settlement terms and give up your right to sue regarding the settled claims.

Object. If you do not exclude yourself, you have the right to object to the settlement. Written objections must be signed, postmarked no later than <<Date>>, and provide the reasons for the objection. Please visit the Settlement Website at <<Website>> for more details.

Do Nothing. If you do nothing, you will not receive Settlement benefits and will lose the right to sue regarding any issues relating to this action. You will be bound by the Court’s decisions because this is a conditionally certified class action.

WHO REPRESENTS ME?

The Court has appointed Brittany Resch of Strauss Borrelli PLLC and John Nelson of Milberg Coleman Bryson Phillips Grossman, PLLC to represent the Settlement Class. (“Class Counsel”).

WHEN WILL THE COURT APPROVE THE SETTLEMENT?

The Court will hold a hearing in this case on <<Date>> at the <<Address>>, to consider whether to approve the Settlement. The Court will also consider Class Counsel’s request for attorneys’ fees and costs of up to \$125,000, and \$2,500.00 for each Plaintiff. You may attend the hearing at your own cost, but you do not have to.

**THIS NOTICE IS ONLY A SUMMARY.
FOR MORE INFORMATION VISIT <<Website>>.**

Postage
Required

Teton Orthopaedics Data Settlement
c/o Settlement Administrator
<<Address>>
<<City, State, Zip>>

Teton Orthopaedics Data Settlement

Complete this Claim Form, tear at the perforation, and return by U.S. Mail no later than **<<DATE>>**.

<<First1>> <<Last1>>
<<Addr1>> <<Addr2>>
<<City>> <<St>> <<Zip>>
Login ID: <<LoginID>>
PIN: <<PIN>>

CREDIT MONITORING SERVICES

☐ Check this box if you would like to claim free Credit Monitoring Services.

CASH BENEFITS

- ☐ Check this box if you would like to claim reimbursement for Ordinary Losses in the amount of \$ _____. Supporting documentation is REQUIRED.
- ☐ Check this box if you would like to claim reimbursement for Extraordinary Losses in the amount of \$ _____. Supporting documentation is REQUIRED.
- ☐ Check this box if you would like to claim reimbursement for Lost Time spend responding to the Data Security Incident.

How many hours are you claiming? ☐ 1 hour (\$40) ☐ 2 hours (\$80) ☐ 3 hours (\$120) ☐ 4 hours (\$160)

☐ I swear and affirm that I spent the amount of time noted in response to the Data Breach.

ALTERNATIVE CASH PAYMENT

☐ Check this box if you wish to receive a cash payment of \$100.

You are **not** entitled to this Alternative Cash Payment if you have checked any of the above Settlement Benefits.

FORM OF PAYMENT

By mailing this form to the Settlement Administrator, you will receive payment for your losses under this Settlement in the form of a physical check. If you wish to receive an electronic payment, you must submit your Claim Form online at **<<Website>>**

I declare under penalty of perjury under the laws of the United States and any applicable state or jurisdiction that the information provided in this Claim Form, and any supporting documentation submitted, is true and correct to the best of my knowledge. I understand that my claim is subject to verification and that I may be asked to provide supplemental information by the Settlement Administrator before my claim can be deemed complete and valid.

SIGNATURE (REQUIRED): _____

— EXHIBIT B —

NOTICE OF CLASS ACTION SETTLEMENT

If You Reside in the United States And Your Personally Identifiable Information and Personal Health Information Was Compromised in the Data Breach Discovered by Teton Orthopaedics in March 2024, You May Be Eligible For Benefits From A Class Action Settlement.

*This is not a solicitation from a lawyer, junk mail, or an advertisement.
A court authorized this Notice.*

This notice summarizes the settlement reached in a lawsuit entitled *Richard Clyde and Anthony Hernandez v. Orthopaedics of Jackson Hole, P.C. dba Teton Orthopaedics*, Case No. 2025-cv-19233, pending in the Wyoming District Court, 9th Judicial District, Teton County (“Litigation”). For the precise terms of the settlement, please see the Settlement Agreement available at <<Website>> or by contacting the Settlement Administrator at <<Phone>>.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

This Notice explains the nature of the lawsuit and claims being settled, your legal rights, and the benefits to the Settlement Class.

This notice may affect your rights – please read it carefully.

- A Settlement has been reached in a class action lawsuit filed against Orthopaedics of Jackson Hole, P.C. dba Teton Orthopaedics (the “Defendant” or “Teton Orthopaedics”) regarding its computer systems that were impacted by unauthorized actors and discovered in March 2024 (“Data Breach”). Plaintiffs, Richard Clyde and Anthony Hernandez, allege that the Data Breach exposed personally identifiable information (“PII”) and protected health information (“PHI”) of Teton Orthopaedics’s current and former patients.
- Settlement Class Members are eligible to receive the following relief: (i) three (3) years of one-bureau Credit Monitoring Services with at least \$1,000,000 in identify theft insurance; (ii) up to \$10,000 for reimbursement in documented, unreimbursed losses arising out of or related to identity theft (“Extraordinary Losses”); (iii) up to \$5,000 for reimbursement for documented out-of-pocket expenses resulting from the Data Incident (“Ordinary Losses”); (iv) up to 4 hours of lost time at \$40 per hour of time spent in response to the Data Breach (“Lost Time”); OR (v) an Alternative Cash Payment of \$100.00 in lieu of all other Settlement Benefits. To receive any of these benefits, Settlement Class Members must submit a timely and valid Claim Form.
- Your legal rights are affected regardless of whether you act or do not act. Please read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

QUESTIONS? CALL <<Phone>> OR VISIT <<WEBSITE>>

SUBMIT A CLAIM FORM	This is the only way you may receive benefits from this Settlement. The deadline to submit a Claim Form is <<DATE>>.
EXCLUDE YOURSELF FROM THE SETTLEMENT “OPT-OUT”	This is the only option that allows you to ever bring or join another lawsuit raising the same legal claims against the Teton Orthopaedics. You will receive no Settlement Payment or Credit Monitoring Services under this Settlement. The deadline to exclude yourself from the Settlement is <<DATE>>.
OBJECT TO THE SETTLEMENT	You may write to the Court, with a copy to Class Counsel and Defendant’s Counsel, about any aspect of the Settlement you don’t like or you don’t think is fair, adequate, or reasonable. (If you object to any aspect of the Settlement, you must submit a written Objection and that Objection must be received by the Deadline. Your Objection must follow the procedures stated in the Settlement Agreement. The deadline to object to the Settlement is <<DATE>>.
ATTEND THE FINAL APPROVAL HEARING	You may ask the Court for permission for you or your attorney to speak about your objection at the Final Approval Hearing. (If you object to any aspect of the Settlement, you must submit a written Objection by the Objection Deadline noted above. If you Opt-Out of the Settlement you cannot object.) The Final Approval Hearing will be held on <<DATE>> at <<TIME>>.
DO NOTHING	If you do nothing you will not receive any Settlement Payment or free Credit Monitoring Services. You will have no right to sue the Defendant later for the claims released by the Settlement.

- These rights and options—and the deadlines to exercise them—are explained in this Notice. For complete details, please see the Settlement Agreement, whose terms control, available at <<Website>>.
- The Court in charge of this case still has to decide whether to grant final approval of the Settlement. No settlement benefits or payments will be provided unless the Court approves the Settlement and it becomes Final.

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BASIC INFORMATION

1. What is this Notice and why should I read it?

The Court authorized this Notice to inform you about a proposed settlement with Defendant. You have legal rights and options that you may act on before the Court decides whether to approve the proposed settlement. You may be eligible to receive a Settlement Payment and/or free Credit Monitoring Services as part of the settlement. This Notice explains the lawsuit, the settlement, and your legal rights.

QUESTIONS? CALL <<Phone>> OR VISIT <<WEBSITE>>

Richard Clyde and Anthony Hernandez (“Plaintiffs” or “Settlement Class Representatives”), individually and on behalf of the Settlement Class (defined below) brought a lawsuit against Orthopaedics of Jackson Hole, P.C. dba Teton Orthopaedics (“Defendant”) (together, the “Parties”) in the action *Richard Clyde and Anthony Hernandez v. Orthopaedics of Jackson Hole, P.C. dba Teton Orthopaedics*, Case No. 2025-cv-19233, in the Wyoming District Court, 9th Judicial District, Teton County.

2. What is a class action lawsuit?

A class action is a lawsuit in which one or more plaintiffs sue on behalf of a group of people who have similar claims. In a class action, the court resolves the issues for all class members, except those who exclude themselves from the class. In this case, the Settlement Class is defined as:

All persons residing in the United States whose personally identifiable information (“PII”) and personal health information (“PHI”) was compromised in the Data Breach discovered by Teton Orthopaedics in March 2024, including all those individuals who received notice of the breach

THE CLAIMS IN THE LITIGATION AND THE SETTLEMENT

3. What is this lawsuit about?

In March 2024, Defendant discovered that its computer systems were impacted by unauthorized actors (the “Data Breach”). Plaintiffs alleged that the Data Breach exposed personally identifiable information (“PII”) and protected health information (“PHI”) of Defendant’s current and former patients. Defendant denies all claims of wrongdoing or liability that Plaintiffs, Settlement Class Members, or anyone else have asserted in this Litigation or may assert in the future based on the conduct alleged in the complaint. The Court has not determined whether Plaintiff or Defendant is correct. More information about the Class Action Complaint filed in the Litigation can be found on the Settlement Website at <<Website>>.

4. Why is there a Settlement?

Following arms-length negotiations, the Parties negotiated a settlement by which they agreed to resolve all matters pertaining to, arising from, or associated with the Litigation, including all claims Plaintiff and the Settlement Class Members have or may have had against Defendant and related persons and entities. The Parties agreed to this settlement, and dismissal of the Litigation under the term of the Settlement Agreement, to avoid the uncertainty, risks, and expense of ongoing Litigation. The Settlement Class Representative and Class Counsel, attorneys for the Settlement Class Members, believe the terms of the settlement are fair, reasonable, adequate, and equitable, and that the settlement is in the best interests of the Settlement Class Members. The settlement is not an admission of any wrongdoing by Defendant nor that the Litigation is without merit.

WHO’S INCLUDED IN THE SETTLEMENT?

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

QUESTIONS? CALL <<Phone>> OR VISIT <<WEBSITE>>

This Litigation involves the unauthorized access of personally identifiable information (“PII”) and protected health information (“PHI”) of Teton Orthopaedic’s current and former patients that was stored on Teton Orthopaedic’s computer systems discovered in March 2024 (“Data Breach”).

The Plaintiffs and Defendant will ask the Court to certify a Settlement Class defined as “All persons residing in the United States whose PII/PHI was compromised in the Data Breach discovered by Teton Orthopaedics in March 2024, including all those individuals who received notice of the breach.” Excluded from the Settlement Class are: (1) the judges presiding over this Action, and members of their direct families; (2) the Defendant, their subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or their parents have a controlling interest, and their current or former officers and directors; and (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

THE SETTLEMENT BENEFITS

6. What benefits does the settlement provide?

The proposed Settlement will provide the following benefits to Settlement Class Members:

Credit Monitoring Services: Settlement Class Members are eligible to enroll in three (3) years of one-bureau Credit Monitoring Services with at least \$1,000,000 in identity theft insurance, regardless of whether the Settlement Class Member submits a claim for Extraordinary Losses, Ordinary Losses, or Lost Time. To receive this benefit, Settlement Class Members must submit a valid Claim Form. No documentation is required to make a claim. Settlement Class Members cannot receive both the Alternative Cash Payment and Credit Monitoring Services.

Documented Extraordinary Loss Reimbursement: Settlement Class Members are eligible for compensation, up to a total of \$10,000.00 per Settlement Class Member for Extraordinary Losses that are supported by third-party documentation. To be eligible, the losses must satisfy the following requirements: (i) the loss is an actual, documented, and unreimbursed monetary loss stemming from fraud or identity theft; (ii) the loss from fraud or identity theft was more likely than not caused by the Data Breach; (iii) the loss from fraud or identity theft was incurred after the date of the Data Breach; (iv) the loss from fraud or identity theft is not already covered by one or more of the other reimbursement categories; and (v) the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance. To receive this benefit, Settlement Class Members must submit a valid Claim Form and third-party documentation supporting their Extraordinary Loss claim. This can include receipts or other documentation, not “self-prepared” by the claimant, that show the costs incurred.

Documented Ordinary Loss Reimbursement: Settlement Class Members are eligible for compensation, up to a total of \$5,000.00 per Settlement Class Member for Ordinary Losses that are supported by third-party documentation. Ordinary Losses would include, without limitation and by way of example, Lost Time; professional fees including attorneys’ fees, accountants’ fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after mailing of the notice of data breach, through the date of claim submission; and miscellaneous expenses such as notary,

fax, postage, copying, mileage, and long-distance telephone charges. To receive this benefit, Settlement Class Members must submit a valid Claim Form and third-party documentation supporting their Ordinary Loss claim. This can include receipts or other documentation, not “self-prepared” by the claimant, that show the costs incurred.

Lost Time Reimbursement: Settlement Class Members are eligible for up to 4 hours of lost time at \$40 per hour for time spent in response to Data Breach. Claims for Lost Time are subject to the \$5,000.00 limit on Ordinary Losses. To receive this benefit, Settlement Class Members must submit a valid Claim Form and attest under penalty of perjury that the Lost Time was spent responding to the Data Breach by checking a box next to the sentence: “I swear and affirm that I spent the amount of time noted in response to the Data Breach.” No documentation is required to make a claim.

Alternative Cash Payment: Settlement Class Members can claim an Alternative Cash Payment of \$100.00 in lieu of claims for Credit Monitoring, Extraordinary Losses, Ordinary Losses, and Lost Time. If a Settlement Class Member claims the Alternative Cash Payment, they cannot also receive compensation for Ordinary Losses, Lost Time, or Extraordinary Losses, and cannot claim credit monitoring. To receive this benefit, Settlement Class Members must submit a valid Claim Form. No documentation is required to make a claim.

HOW TO GET BENEFITS

7. How do I make a Claim?

To qualify for a settlement benefit, you must complete and submit a Claim Form. Settlement Class Members who want to submit a Claim must fill out and submit a Claim Form online at <<Website>> or by USPS mail. Claim Forms are available through the Settlement Website at <<Website>> or Settlement Class Members may call the Settlement Administrator and request that a copy of the Claim Form be mailed to them.

Claims will be subject to a verification process. If you received a Notice with a Unique ID, you must include it on your Claim Form. **All Claim Forms must be received online or postmarked on or before <<Date>>.**

8. When will I get my payment?

The Final Approval Hearing is when the Court considers the fairness of the Settlement. It is scheduled for <<Date>>, at <<Time>>. If the Court approves the Settlement, eligible Class Members whose Claims were approved by the Settlement Administrator will be sent payment after the Effective Date.

THE LAWYERS REPRESENTING YOU

9. Do I have a lawyer in this case?

Yes, the Court has appointed Brittany Resch of Strauss Borrelli PLLC and John Nelson of Milberg Coleman Bryson Phillips Grossman, PLLC as “Class Counsel.”

Should I get my own lawyer?

QUESTIONS? CALL <<Phone>> OR VISIT <<WEBSITE>>

You don't need to hire your own lawyer because Class Counsel are working on your behalf. These firms are experienced in handling similar cases. You will not be charged for these lawyers. You can retain your own lawyer to appear in Court for you, at your own cost, if you want someone other than Class Counsel to represent you.

10. How will the lawyers be paid?

Class Counsel will ask the Court for attorneys' fees, costs, and expenses of not more than \$125,000.00, which will be paid by Defendant. Class Counsel will also request a Service Award of up to \$2,500.00 per Plaintiff (\$5,000 total), to be paid by Defendant. The Court will determine the proper amount of any attorneys' fees, costs, and expenses to award Class Counsel and the proper amount of any service award to the Settlement Class Representative. The Court may award less than the amounts requested.

YOUR RIGHTS AND OPTIONS

11. What claims do I give up by participating in this settlement?

If you do not exclude yourself from this settlement, you will not be able to sue Teton Orthopaedics or any of the Released Parties about the Claims in the settlement and you will be bound by all decisions made by the Court in this case and the terms of the settlement, including its Release. This is true regardless of whether you submit a Claim Form. Please read the Settlement Agreement at <<Website>> for full details. However, you may exclude yourself from this settlement (see Question 14). If you exclude yourself from the settlement, you will not be bound by the Settlement Agreement, including, the Released Claims, but you will not be able to make a claim for any benefits under the Settlement.

"Released Claims" means all liabilities, rights, claims, actions, causes of action, demands, damages, penalties, costs, attorneys' fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result from, arise out of, are based upon, or relate to the Data Breach, and conduct that was alleged or could have been alleged in the Litigation, including, without limitation, any claims, actions, causes of action, demands, damages, penalties, losses, or remedies relating to, based upon, resulting from, or arising out of the Data Breach, provided that nothing in this Release is intended to, or does or shall be deemed to release any claims not arising out of, based upon, resulting from, or related to the Data Breach.

The Settlement Agreement describes the Release, Released Claims, and Unknown Claims so please read it carefully. The Settlement Agreement is available at <<Website>> or in the public Court records on file in this lawsuit. For questions regarding Release and what they mean, you can also contact one of the lawyers listed in Question 17 for free, or you can talk to your own lawyer at your own expense.

12. What happens if I do nothing at all?

If you do nothing, you will not receive any Settlement Payment or free Credit Monitoring Services under the settlement. You will be in the Settlement Class, and if the Court approves the settlement,

you will also be bound by all orders and judgments of the Court and the Settlement Agreement, including the Release. Unless you exclude yourself, you won't be able to file a lawsuit or be part of any other lawsuit against Teton Orthopaedics or the Released Parties for any of the claims or legal issues resolved in this settlement.

13. What happens if I ask to be excluded from the settlement?

If you exclude yourself from the settlement, you will receive no Settlement Payment or free Credit Monitoring Services under the settlement. However, you will not be in the Settlement Class and will not be legally bound by the Court's orders and judgments related to the Settlement Class and Defendant in this Litigation or the terms of the Settlement Agreement, including the Release.

14. How do I opt-out of the settlement?

You can opt-out of the settlement by submitting a written Request for Exclusion to the Settlement Administrator postmarked no later than the Opt-Out Deadline. You must submit a document that includes the name of the proceeding, your full name, current address, personal and original signature, and the words "Request for Exclusion" or a comparable statement that you do not wish to participate in the settlement. Any Settlement Class Member who does not file a timely Request for Exclusion in accordance with the Settlement Agreement will lose the opportunity to exclude himself or herself from the settlement and will be bound by the settlement. You must submit your written Request for Exclusion to the Settlement Administrator by mail postmarked no later than <<Date>>, to the following address:

Teton Orthopaedics Data Settlement
c/o Analytics Consulting LLC
<<Address>>
<<City, State, Zip>>

You cannot exclude yourself by phone or email. Each Class Member who wants to be excluded from the settlement must submit his or her own exclusion request. No group opt-outs shall be permitted.

15. If I don't exclude myself, can I sue Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Teton Orthopaedics or the Released Parties for the claims being resolved by this settlement.

16. If I exclude myself, can I get anything from this settlement?

No. If you exclude yourself, you are not eligible to submit a Claim Form or request any Settlement Payment or free Credit Monitoring Services.

17. How do I object to the settlement?

If you do not exclude yourself from the Settlement Class, you can object to the settlement if you do not agree with any part of it. You can also object to Class Counsel's request for attorneys' fees, costs, and a service award for the Plaintiffs. Even if you object to the settlement, you remain a member of the Settlement Class and are entitled to file a claim for benefits under the settlement.

To object, you must file a written notice with the Court in *Richard Clyde and Anthony Hernandez v. Orthopaedics of Jackson Hole, P.C. dba Teton Orthopaedics, Case No. 2025-cv-19233, in the Wyoming District Court, 9th Judicial District, Teton County* by <<Date>>. Your objection must be filed with the Court, which you can do by mailing your objection and any supporting documents to the Clerk of the Court, at the following address:

Clerk of the Court
<<Address>>
<<City, State, Zip>>

If you are represented by a lawyer, the lawyer may file your objection through the Court's e-filing system. If you are represented, you must include the identity of any and all attorneys representing you in the objection.

The objection must be in writing and include the case name, *Richard Clyde and Anthony Hernandez v. Orthopaedics of Jackson Hole, P.C. dba Teton Orthopaedics, Case No. 2025-cv-19233, in the District Court, 9th Judicial District, Teton County*. Your objection must: (i) the name of the proceedings; (ii) your full name, current mailing address, and telephone number; (iii) a statement of the specific grounds for the objection, as well as any documents supporting the objection and a description of whether the objection applies only to you, a subset of the Settlement Class, or the entire Settlement Class; (iv) the identity of any attorneys representing you (if any), as well as a description of the attorney's background and prior experience, the amount of anticipated fees and method of calculation, the attorney's hourly rate, and the number of hours spent working; (v) a statement regarding whether the you (or your attorney) intends to appear at the Final Approval Hearing; (vi) a description and/or copies of evidence that may be introduced at fairness hearing; (vii) a list of proceedings in which you have submitted an objection during the past five years; and (viii) your personal and original signature, or your attorney's personal and original signature.

In addition to filing your objection with the Court, you may also mail copies of your objection and any supporting documents to the Settlement Administrator at the addresses listed below, postmarked no later than <<Date>>:

Teton Orthopaedics Data Settlement
c/o Analytics Consulting LLC
<<Address>>
<<City, State, Zip>>

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

Objecting means that you are telling the Court that you don't like something about the settlement. You can object only if you stay in the Settlement Class. Excluding yourself from the Settlement

Class means that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object.

THE COURT'S FINAL APPROVAL HEARING

19. When and where will the Court have the Final Approval Hearing to determine the fairness of the settlement?

The Court will hold the Final Approval Hearing on <<Date>>, at <<Time>> at <<Location>>. The purpose of the hearing is for the Court to determine whether the settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed settlement, including those related to the amount requested by Class Counsel for attorneys' fees, costs, and expenses and the Service Award payment to the Plaintiffs.

Note: The date, time, and location (e.g., from in person to zoom) of the Final Approval Hearing are subject to change by Court Order. Any changes will be posted on the Settlement Website, <<Website>>, or through the Court's publicly available docket. You should check the Settlement Website to confirm the date and time have not been changed.

20. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have, but you are welcome to attend the hearing at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as your written objection was timely filed and mailed and meets all of the requirements described in the Settlement Agreement, the Court will consider it. You may also pay a lawyer to attend on your behalf at your own expense, but you don't have to.

21. May I speak at the Final Approval Hearing?

Yes. If you do not exclude yourself from the Settlement Class, you may ask the Court for permission to speak at the Final Approval Hearing concerning any part of the proposed settlement.

GETTING MORE INFORMATION

22. Where can I get additional information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which is available on the Settlement Website at <<Website>>.

YOU MAY CONTACT THE SETTLEMENT ADMINISTRATOR ONLINE AT <<WEBSITE>>, BY CALLING TOLL-FREE AT <<PHONE>>, OR WRITING TO:

Teton Orthopaedics Data Settlement
c/o Analytics Consulting LLC
<<Address>>

QUESTIONS? CALL <<Phone>> OR VISIT <<WEBSITE>>

<<City, State, Zip>>

**PLEASE Do NOT CALL THE COURT, THE CLERK OF THE COURT, THE JUDGE, OR THE
DEFENDANT WITH QUESTIONS ABOUT THE SETTLEMENT OR CLAIMS PROCESS.**

QUESTIONS? CALL <<Phone>> OR VISIT <<WEBSITE>>

— EXHIBIT C —

Your claim must be
submitted online or
postmarked by:
MONTH DD, 2025

**CLAIM FORM FOR TETON ORTHOPAEDICS
DATA SETTLEMENT**

*Richard Clyde and Anthony Hernandez v. Orthopaedics of Jackson Hole,
P.C. dba Teton Orthopaedics, Case No. 2025-cv-19233
District Court, 9th Judicial District, Teton County*

**Teton
Orthopaedics
Data
Settlement**

**USE THIS FORM ONLY IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS
TO MAKE A CLAIM FOR COMPENSATION FOR UNREIMBURSED LOSSES**

GENERAL INSTRUCTIONS

If you received Notice of this Settlement, the Settlement Administrator identified you as an individual residing in the United States whose personally identifiable information and protected health information was compromised in the Data Breach discovered by Teton Orthopaedics in March 2024, including all those individuals who received notice of the breach.

To receive any Settlement benefits, you must submit the Claim Form below by <<DATE>>.

Please read the claim form carefully and answer all questions. Failure to provide the required information could result in a denial of your claim.

This Claim Form may be submitted electronically via the Settlement Website at <<Website>> or completed and mailed to the address below. Please type or legibly print all requested information in blue or black ink. Mail your completed Claim Form, including any supporting documentation, by U.S. mail to:

Teton Orthopaedics Data Settlement
c/o Settlement Administrator
[Address]
[City, State Zip]

I. CLASS MEMBER NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this form.

First Name

Last Name

Street Address

City

State

Zip Code

Email Address (optional)

Telephone Number

II. PROOF OF CLASS MEMBERSHIP

Enter the Notice ID Number and Confirmation Code provided on your Postcard Notice:

Notice ID Number

Confirmation Code

III. IDENTITY THEFT PROTECTION

All Settlement Class Members are eligible to claim three (3) years of one-bureau credit monitoring with at least \$1,000,000 in identity theft protection insurance.

☐ Check this box if you wish to receive three (3) years of free identity protection and credit monitoring service.

IV. LOST TIME REIMBURSEMENT

All Settlement Class Members are eligible to receive reimbursement for up to four (4) hours of Lost Time at a rate of \$40.00 per hour (for a maximum total of \$160) for time actually spent remediating issues related to the Data Breach.

Hours claimed (up to 4 hours – check one box) ☐ 1 Hour | ☐ 2 Hours | ☐ 3 Hours | ☐ 4 Hours

☐ I swear and affirm that I spent the amount of time noted in response to the Data Breach.

V. DOCUMENTED ORDINARY AND/OR EXTRAORDINARY LOSS REIMBURSEMENT

All Settlement Class Members are eligible for reimbursement of **ORDINARY** Losses, not to exceed \$5,000 per Settlement Class Member, resulting from unreimbursed, third-party documented, out-of-pocket expenses that were incurred as a result of the Data Breach on or after mailing of the notice of data breach through the date of claim submission. Third-party documentation supporting claimed Ordinary Losses is required.

☐ Check this box if you are claiming **ORDINARY** loss expenses in the amount of \$_____.

All Settlement Class Members are eligible for reimbursement of **EXTRAORDINARY** Losses, not to exceed \$10,000 per Settlement Class Member, supported by third-party documentation, and that satisfy the following requirements: (i) the loss is an actual, documented, and unreimbursed monetary loss stemming from fraud or identity theft; (ii) the loss from fraud or identity theft was more likely than not caused by the Data Breach; (iii) the loss from fraud or identity theft was incurred after the date of the Data Breach; (iv) the loss from fraud or identity theft is not already covered by one or more of the other reimbursement categories; and (v) the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance. Third-party documentation supporting claimed Extraordinary Losses is required.

☐ Check this box if you are claiming **EXTRAORDINARY** loss expenses in the amount of \$_____.

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VI. ALTERNATIVE CASH PAYMENT

All Settlement Class members are eligible to receive a cash payment of \$100 in lieu of claiming any other Settlement benefit. You are **not** entitled to this Alternative Cash Payment if you have made a claim under Sections III, IV, and/or V.

☐ Check this box if you wish to receive a cash payment of \$100.

VII. ATTESTATION & SIGNATURE

I swear and affirm under the laws of my state and under penalty of perjury that the information I have supplied in this Claim Form is true and correct and that this form was executed on the date set forth below.

Signature

Printed Name

Date

**TO BE VALID, THIS CLAIM FORM MUST BE POSTMARKED OR SUBMITTED ONLINE AT <<Website>>
NO LATER THAN <<DATE>>.**

— EXHIBIT D —

STATE OF WYOMING)
) SS
COUNTY OF TETON)

IN THE DISTRICT COURT

9th JUDICIAL DISTRICT

RICHARD CLYDE and ANTHONY
HERNANDEZ, on behalf of themselves and all
others similarly situated,

Plaintiffs,

v.

ORTHOPAEDICS OF JACKSON HOLE, P.C.
d/b/a TETON ORTHOPAEDICS,

Defendant.

Civil No. 2025-CV-0019233

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

Before the Court is Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement (the “Motion”), the terms of which are set forth in a Settlement Agreement (the “Settlement Agreement”) between Plaintiffs Richard Clyde and Anthony Hernandez (“Plaintiffs”) and Orthopaedics of Jackson Hole, P.C. dba Teton Orthopaedics, (“Defendant” or “Teton Orthopaedics”) (together, the “Parties”), with accompanying exhibits attached to Plaintiffs’ Memorandum of Law in Support of the Motion for Preliminary Approval of Class Action Settlement.¹ The Court hereby **GRANTS** the Motion and **ORDERS** as follows:

1. **Class Certification for Settlement Purposes Only**. The Settlement Agreement provides for a Settlement Class defined as follows:

All persons residing in the United States whose PII/PHI was compromised in the Data Breach discovered by Teton Orthopaedics in March 2024, including all those individuals who received notice of the breach.

¹ All defined terms in this Order Granting Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”) have the same meaning as set forth in the Settlement Agreement, unless otherwise indicated.

Excluded from the Settlement Class are (1) the judges presiding over this Action, and members of their direct families; (2) the Defendant, their subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or their parents have a controlling interest, and their current or former officers and directors; and (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

Pursuant to Wyoming Rules of Civil Procedure 23(e), the Court finds that giving notice is justified. The Court finds that it will likely be able to approve the proposed Settlement as fair, reasonable, and adequate. The Court also finds that it will likely be able to certify the Settlement Class for purposes of judgment on the Settlement because it meets all of the requirements of Rule 23(a) and the requirements of Rule 23(b)(3). Specifically, the Court finds for settlement purposes that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are issues of law and fact that are common to the Settlement Class; (c) the claims of the Class Representatives are typical of and arise from the same operative facts and the Class Representatives seek similar relief as the claims of the Settlement Class Members; (d) the Class Representatives will fairly and adequately protect the interests of the Settlement Class as the Class Representatives have no interests antagonistic to or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this Litigation on behalf of the Settlement Class; (e) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members; and (f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this Litigation. Additionally, the Settlement is supported by the four *Rutter* factors.

2. **Settlement Class Representatives and Settlement Class Counsel.** The Court finds that Plaintiffs Richard Clyde and Anthony Hernandez will likely satisfy the requirements of

Rule 23 and should be appointed as the Settlement Class Representatives. Additionally, the Court finds Brittany Resch of Strauss Borrelli PLLC and John Nelson of Milberg Coleman Bryson Phillips Grossman, PLLC as Class Counsel will likely satisfy the requirements of Rule 23 and should be appointed as Class Counsel.

3. **Preliminary Settlement Approval**. Upon preliminary review, the Court finds the Settlement is fair, reasonable, and adequate to warrant providing notice of the Settlement to the Settlement Class and accordingly is preliminarily approved. In making this determination, the Court has considered the monetary and non-monetary benefits provided to the Settlement Class through the Settlement, the specific risks faced by the Settlement Class in prevailing on their claims, the good faith, arms' length negotiations between the Parties and absence of any collusion in the Settlement, the effectiveness of the proposed method for distributing relief to the Settlement Class, the proposed manner of allocating benefits to Settlement Class Members, the equitable treatment of the Settlement Class Members under the Settlement, and all of the other factors required by Rule 23 and relevant case law—including the four *Rutter* factors.

4. **Jurisdiction**. The Court has subject matter jurisdiction and personal jurisdiction over the parties before it. Additionally, venue is proper in this County.

5. **Final Approval Hearing**. A Final Approval Hearing shall be held on _____ at _____, where the Court will determine, among other things, whether: (a) the Settlement Class should be finally certified for settlement purposes; (b) the Settlement should be approved as fair, reasonable, and adequate, and finally approved; (c) this action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members (who have not timely and validly excluded themselves from the Settlement) should be bound by the releases set forth in the

Settlement Agreement; (e) the application of Settlement Class Counsel for an award of Attorney Fees, Costs, and Expenses should be approved; and (f) the application of the Settlement Class Representatives for Service Awards should be approved.

6. **Settlement Administrator.** The Court appoints Analytics as the Settlement Administrator, with responsibility for class notice and settlement administration. The Settlement Administrator is directed to perform all tasks the Settlement Agreement requires. The Settlement Administrator's fees will be paid pursuant to the terms of the Settlement Agreement.

7. **Notice.** The proposed notice program set forth in the Settlement Agreement and the Notices and Claim Form attached to the Settlement Agreement are hereby approved. Non-material modifications to these Exhibits may be made by the Settlement Administrator in consultation and agreement with the Parties, but without further order of the Court.

8. **Findings Concerning Notice.** The Court finds that the proposed form, content, and method of giving Notice to the Settlement Class as described in the Settlement Agreement and its exhibits: (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including, but not limited to, their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; (d) meet all applicable requirements of law, including Wyo. R. Civ. P. 23; and (e) and meet the requirements of the Due Process Clauses of the United States Constitution and the Wyoming Constitution. The Court further finds that the Notice provided for in the Settlement Agreement is written in plain language, uses simple terminology, and is designed to be

readily understandable by Settlement Class Members. The Settlement Administrator is directed to carry out the Notice program in conformance with the Settlement Agreement.

9. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded (i.e., “opt-out”) from the Settlement Class must individually sign and timely submit an opt-out request in the manner provided in the Settlement Agreement. To be effective, such requests for exclusion must be postmarked no later than the Opt-Out Deadline, which is no later than sixty (60) days from the Notice Deadline, and as stated in the Notice. The request for exclusion must include the name of the proceeding, the individual’s full name, current address, personal signature, and the words “Request for Exclusion,” a comparable statement that the individual does not wish to participate in the Settlement, or some other clear manifestation of the intent to opt-out of the Settlement in the written communication. Each request for exclusion must request exclusion only for that one individual whose personal signature appears on the request. If a Final Approval Order and Judgment is entered, all Persons falling within the definition of the Settlement Class who do not timely and validly request to be excluded from the Settlement Class shall be bound by the terms of this Settlement Agreement and the Final Approval Order and Judgment. All Persons who submit valid and timely requests to be excluded from the Settlement Class shall not receive any cash benefits of and/or be bound by the terms of the Settlement Agreement.

10. **Objections and Appearances.** A Settlement Class Member desiring to object to the Settlement Agreement may submit a timely written objection by the Objection Deadline in the manner provided in the Settlement Agreement. The Notice shall advise Settlement Class Members of the deadline for submission of any objections—the “Objection Deadline.” Any such objections to the Settlement Agreement must be written and must include (i) the name of the proceedings; (ii) the Settlement Class Member’s full name, current mailing address, and telephone number; (iii) a

statement of the specific grounds for the objection, as well as any documents supporting the objection and a description of whether the objection applies only to the Settlement Class Member, a subset of the Settlement Class, or the entire Settlement Class; (iv) the identity of any attorneys representing the objector (if any), as well as a description of the attorney's background and prior experience, the amount of anticipated fees and method of calculation, the attorney's hourly rate, and the number of hours spent working; (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) a description and/or copies of evidence that may be introduced at fairness hearing; (vii) a list of proceedings in which the Settlement Class Member has submitted an objection during the past five years; and (viii) the signature of the Settlement Class Member or the Settlement Class Member's attorney.

11. To be timely, written notice of an objection must be postmarked and/or filed with the Court and sent to the Settlement Administrator by the Objection Deadline, which is no later than sixty (60) days from the Notice Deadline. Any Settlement Class Member who fails to comply with the requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Action, and shall be precluded from seeking any review of the Settlement Agreement and/or Final Approval Order and Judgment by appeal or other means. The provisions stated in the Settlement Agreement shall be the exclusive means for any challenge to the Settlement Agreement. Any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Final Order and Judgment to be entered upon final approval shall be pursuant to appeal under the Wyoming Rules of Appellate Procedure and not through a collateral attack.

12. **Claims Process.** Settlement Class Counsel and Defendant have created a process for Settlement Class Members to claim benefits under the Settlement. The Court preliminarily approves this process and directs the Settlement Administrator to make the Claim Form or its substantial equivalent available to Settlement Class Members in the manner specified in the Notice. The Settlement Administrator will be responsible for effectuating the claims process. Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirement and procedures specified in the Notice and the Claim Form. If the Final Order and Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Final Order and Judgment, including the releases contained therein.

13. **Termination of Settlement.** This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing before the Court entered this Preliminary Approval Order and before they entered the Settlement Agreement, if: (a) the Court does not enter this Preliminary Approval Order; (b) Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement; or (c) there is no Effective Date. In such event, (i) the Parties shall be restored to their respective positions in the Action prior to execution of the Settlement Agreement and shall jointly request that all scheduled Action deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel; (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose, and (iii) any judgment

or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*.

14. **Use of Order**. This Preliminary Approval Order shall be of no force or effect if the Final Order and Judgment is not entered or there is no Effective Date and shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, liability, or propriety of certifying any class. Nor shall this Preliminary Approval Order be construed or used as an admission, concession, or declaration by or against the Class Representatives or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claims they may have in this Action or in any other lawsuit.

15. **Continuance of Hearing**. The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement Website maintained by the Settlement Administrator. The Court may approve the Settlement, with such modifications as may be agreed upon by the Parties, if appropriate, without further notice to the Settlement Class.

16. **Stay of Litigation**. All proceedings in the Action, other than those related to approval of the Settlement Agreement, are hereby stayed. Further, any actions brought by Settlement Class Members concerning the Released Claims are hereby enjoined and stayed pending Final Approval of the Settlement Agreement.

17. **Schedule and Deadlines**. The Court orders the following schedule of dates for the specified actions/further proceedings

<u>Grant of Preliminary Approval</u>	
Defendant provides list of Settlement Class Members to the Settlement Administrator	7 days after Preliminary Approval
Long Form and Short Form Notices Posted on the Settlement Website	30 days after Preliminary Approval.
Notice Date	30 days after Preliminary Approval.
Class Counsel's Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Class Representative Service Award	14 days before Objection and Opt-Out Deadlines
Objection Deadline	60 days after Notice Date
Opt-Out Deadline	60 days after Notice Date
Claims Deadline	90 days after Notice Date
Settlement Administrator Provide List of Objections/Opt-Outs to Counsel for the Parties	70 days after Notice Date
Motion for Final Approval	14 days before Final Approval Hearing Date
Settlement Administrator Provides Court Notice of Opt-Outs and/or Objections	14 days before Final Approval Hearing Date
<u>Final Approval Hearing</u>	120 days after Preliminary Approval Order (at minimum)
Payment of Attorney Fees and Cost, and Class Representative Service Awards	7 days after Effective Date
Settlement Website Deactivation	90 days after Effective Date

IT IS SO ORDERED on this _____ day of _____, _____.

— EXHIBIT E —

STATE OF WYOMING)
) SS
COUNTY OF TETON)

IN THE DISTRICT COURT

9th JUDICIAL DISTRICT

RICHARD CLYDE and ANTHONY
HERNANDEZ, on behalf of themselves and all
others similarly situated,

Plaintiffs,

v.

ORTHOPAEDICS OF JACKSON HOLE, P.C.
d/b/a TETON ORTHOPAEDICS,

Defendant.

Civil No. 2025-CV-0019233

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

Before the Court is Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement ("Motion for Final Approval"), requesting that the Court enter an Order and Judgment Granting Final Approval of the Class Action Settlement ("Final Order and Judgment") involving Plaintiffs Richard Clyde and Anthony Hernandez ("Plaintiffs") and Orthopaedics of Jackson Hole, P.C. dba Teton Orthopaedics, ("Defendant" or "Teton Orthopaedics") (together, the "Parties"), as fair, reasonable, adequate, and in the best interests of the Settlement Class.

Having reviewed and considered the Settlement Agreement and Plaintiffs' Unopposed Motion for Final Approval, and having conducted a Final Approval Hearing, the Court, pursuant to Wyo. R. Civ. P. 23, makes the findings and grants the relief set forth below, approving the Settlement upon the terms and conditions set forth in this Final Order and Judgment.

THE COURT not being required to conduct a trial on the merits of the case or determine with certainty the factual and legal issues in dispute when determining whether to approve a proposed class action settlement; and

THE COURT being required under Wyo. R. Civ. P. 23 to make the findings and conclusions hereinafter set forth for the limited purpose of determining whether the Settlement should be approved as being fair, reasonable, adequate, and in the best interests of the Settlement Class; and

THE COURT having considered all the documents filed in support of the Settlement, and having fully considered all matters raised, all exhibits and affidavits filed, all evidence received at the Final Approval Hearing, all other papers and documents comprising the record herein, and all oral arguments presented to the Court;

IT IS ORDERED on this _____ day of _____, _____ that:

1. The Settlement involves allegations in Plaintiffs' Class Action Complaint that Defendant was impacted by a Data Breach that allegedly caused injuries to Plaintiffs and the Settlement Class.

2. The Settlement does not constitute an admission of liability by Defendant, and the Court expressly does not make any finding of liability or wrongdoing by Defendant.

3. Unless otherwise noted, words spelled in this Final Order and Judgment with initial capital letters have the same meaning as set forth in the Settlement Agreement, except as otherwise may be indicated.

4. On _____, the Court entered an Order Granting Preliminary Approval of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"), which among other things: (a) approved the Notice to the Settlement Class, including approval of the form and manner of Notice under the Notice Program set forth in the Settlement Agreement; (b) preliminarily certified a Settlement Class; (c) preliminarily appointed Plaintiffs as the Class Representatives; (d) preliminarily appointed Brittany Resch of Strauss Borrelli PLLC and John Nelson of Milberg Coleman Bryson Phillips

Grossman, PLLC as Settlement Class Counsel; (e) preliminarily approved the Settlement Agreement and the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class; (f) set deadlines and procedures for Settlement Class Members to request exclusion from and to object to the Settlement; (g) approved and appointed Analytics as the Settlement Administrator; and (h) set the date for the Final Approval Hearing.

5. In the Preliminary Approval Order, pursuant to Wyo. R. Civ. P. 23, the Court preliminary certified the Settlement Class in this matter defined as follows:

All persons residing in the United States whose PII/PHI was compromised in the Data Breach discovered by Teton Orthopaedics in March 2024, including all those individuals who received notice of the breach.

Excluded from the Settlement Class are (1) the judges presiding over this Action, and members of their direct families; (2) the Defendant, their subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or their parents have a controlling interest, and their current or former officers and directors; and (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline. The Court finally certifies the Settlement Class, as defined above and in the Preliminary Approval Order, pursuant to Wyo. R. Civ. P. 23.

6. The Court, having reviewed the terms of the Settlement Agreement submitted by the Parties, grants final approval of the Settlement Agreement and Settlement. The Court finds that the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class.

7. The terms of the Settlement Agreement are fair, reasonable, and adequate and are hereby approved, adopted, and incorporated by the Court. The Parties, their respective attorneys, and the Settlement Administrator are hereby directed to consummate the Settlement in accordance with this Final Order and Judgment and the terms of the Settlement Agreement.

8. Notice of the Final Approval Hearing, the Motion for Attorney Fees, Costs, and Service Awards have been provided to Settlement Class Members as directed by this Court's Orders.

9. The Court finds that such Notice as therein ordered, constitutes reasonable notice of the commencement of the action as directed by the Court and meets all applicable requirements of law pursuant to Wyo. R. Civ. P. 23 and meets the requirements of the Due Process Clauses of the United States Constitution and the Wyoming Constitution.

10. The deadline for Settlement Class Members to object to, or to exclude themselves from, the Settlement has passed.

11. _____ objections were filed by Settlement Class Members. The Court has considered all objections (if any) and finds the objections (if any) do not counsel against Settlement Agreement approval, and the objections are hereby overruled in all respects.

12. All Settlement Class Members who have not objected to the Settlement Agreement in the manner provided in the Settlement Agreement are deemed to have waived any objections by appeal, collateral attack, or otherwise.

13. As of the final date of the Opt-Out Period, _____ potential Settlement Class Members have submitted a valid Opt-Out Request to be excluded from the Settlement. The names of those persons (if any) are set forth in Exhibit _____ to this Order (if necessary). Those persons (if any) are not bound by this Final Order and Judgment, as set forth in the Settlement Agreement.

14. The Court has considered all the documents filed in support of the Settlement, and has fully considered all matters raised, all exhibits and affidavits filed, all evidence received at the Final Approval Hearing, all other papers and documents comprising the record herein, and all oral arguments presented to the Court.

15. Pursuant to the Settlement Agreement, Defendant and the Settlement Administrator shall implement the Settlement in the manner and timeframe as set forth therein.

16. The Court finally appoints Plaintiffs Richard Clyde and Anthony Hernandez as Class Representatives.

17. The Court finally appoints Brittany Resch of Strauss Borrelli PLLC and John Nelson of Milberg Coleman Bryson Phillips Grossman, PLLC as Settlement Class Counsel.

18. Pursuant to the Settlement Agreement, Plaintiffs and the Settlement Class Members release claims against Defendant and all Released Persons, as defined in the Settlement Agreement.

19. Releasors shall refer, jointly and severally, and individually and collectively, to Plaintiffs, the Settlement Class Members, and to each of their predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing, and anyone claiming by, through, or on behalf of them.

20. On the Effective Date, the Releasors release, acquit, and forever discharge Defendant and each of their present and former parents, subsidiaries, divisions, affiliates, predecessors, successors, and assigns, Board of Trustees, and the present and former directors, officers, employees, agents, insurers, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, and the predecessors, successors, and assigns of each of them as well as covered entities associated with the Data Breach (“Released Parties”) from all liabilities, rights, claims, actions, causes of action, demands, damages, penalties, costs, attorneys’ fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result from, arise out of, are based upon, or relate

to the Data Breach, and conduct that was alleged or could have been alleged in the Litigation, including, without limitation, any claims, actions, causes of action, demands, damages, penalties, losses, or remedies relating to, based upon, resulting from, or arising out of the Data Breach (the “Released Claims”), provided that nothing in this Release is intended to, does or shall be deemed to release any claims not arising out of, based upon, resulting from, or related to the Data Breach.

21. Released Claims shall not include the right of any Settlement Class Member, Plaintiffs’ counsel, Settlement Class Counsel, or any of the Released Persons to enforce the terms of the Settlement contained in the Settlement Agreement and shall not include the claims of those persons identified in Exhibit _____ to this Final Order and Judgment, who have timely and validly requested exclusion from the Settlement Class.

22. Without in any way limiting the scope of the Release, the Release covers, without limitation, any and all claims for attorneys’ fees, costs, and expenses incurred by Settlement Class Counsel or any other counsel representing Plaintiffs or Settlement Class Members, or any of them, in connection with or related in any manner to the Lawsuit, the Settlement, the administration of such Settlement and/or the Released Claims, as well as any and all claims for the Service Awards to Plaintiffs.

23. Subject to Court approval, as of the Effective Date, all Settlement Class Members shall be bound by the Settlement Agreement and the Release and all of their claims shall be dismissed with prejudice and released, irrespective of whether they received actual notice of the Lawsuit or the Settlement.

24. As of the Effective Date, the Released Persons are deemed, by operation of the entry of this Final Order and Judgment, to have fully released and forever discharged Plaintiffs, the Settlement Class Members, Settlement Class Counsel, or any other counsel representing

Plaintiffs or Settlement Class Members, or any of them, of and from any claims arising out of the Lawsuit or the Settlement. Any other claims or defenses Defendant or other Released Persons may have against Plaintiffs, the Settlement Class Members, Settlement Class Counsel, or any other counsel representing Plaintiffs or Settlement Class Members, including, without limitation, any claims based upon or arising out of any employment, debtor-creditor, contractual, or other business relationship that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Lawsuit or the Released Claims are not released, are specifically preserved, and shall not be affected by the preceding sentence.

25. As of the Effective Date, the Released Persons are deemed, by operation of entry of the Final Order and Judgment, to have fully released and forever discharged each other of and from any claims they may have against each other arising from the claims asserted in the Lawsuit, including any claims arising out of the investigation, defense, or Settlement of the Lawsuit.

26. The matter is hereby dismissed with prejudice and without costs, except that the Court reserves jurisdiction over the consummation and enforcement of the Settlement.

This Final Order and Judgment resolves all claims against all parties in the Lawsuit and is a final order. There is no just reason to delay the entry of final judgment in this matter, and the Clerk is directed to file this Final Order and Judgment as the final judgment in this matter.

IT IS SO ORDERED on this _____ day of _____, _____.
