



FILED

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 16th day of APRIL, 2026 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 November 17, 2025, 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. Zero (0) 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, one (1) 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 A 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. Releasers 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 Releasers 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 A 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.

 **BY THE COURT:**
[Electronic Signature Above] *as of APRIL 16th 2026*
Hon. District Court Judge

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Clerk of District Court
Teton County
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– EXHIBIT A –

Darby Clause