

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement” or “Agreement”) is entered into by and between Hazel Conway, John Conway, Bonnie Leahy, Timothy Leahy, Mark Reitan, Allison Smeltz, Rhonda Stephens-Block, Patricia Tafelski, Jennifer Teich, and Patrick Teich, (“Plaintiffs”), individually and on behalf of Participating Settlement Class Members (as defined in Paragraph 30 (together “Plaintiffs”), and (2) Logan Health (“Defendant” or “Logan Health”) (collectively the “Parties”), in the actions *Patricia Tafelski, et al. v. Logan Health Medical Center*, Cause No. ADV-22-0108 (the “Tafelski Matter”), and *Allison Smeltz, et al. v. Logan Health and Does I through X*, Cause No. ADV-22-0124 (the “Smeltz Matter”), both pending in the Montana Eighth Judicial District Court, Cascade County, and which have been consolidated under Cause No. ADV-22-0108.

RECITALS

WHEREAS, the Tafelski Matter, a proposed class action lawsuit, was filed on March 2, 2022, against Logan Health in the Montana Eighth Judicial District Court, Cascade County, relating to a data security incident disclosed by Logan Health on or about February 18, 2022, potentially affecting certain sensitive personally identifiable information and protected health information of people who received medical treatment from and/or were employed by Logan Health (the “Data Security Incident”).

WHEREAS, the Smeltz Matter, a proposed class action lawsuit, was filed on March 11, 2022, against Logan Health in the Montana Eighth Judicial District Court, Cascade County, relating to the Data Security Incident.

WHEREAS, on March 29, 2022, Plaintiffs in the Smeltz Matter filed an amended class action complaint.

WHEREAS, on April 1, 2022, Plaintiffs in the Tafelski Matter filed an amended class action complaint.

WHEREAS, on April 20, 2022, the Tafelski Matter and Smeltz Matter were consolidated under Cause No. ADV-22-0108.

WHEREAS, Logan Health filed its Motion to Dismiss the First Amended Class Action Complaint filed in the Smeltz Action on May 12, 2022. That motion remains pending with the Court. Logan Health has not been served with any version of the Class Action Complaint in the Tafelski Matter and so has not filed a motion to dismiss it.

WHEREAS, Logan Health continues to deny: a) the allegations and all liability with respect to any and all facts and claims alleged in the Litigation; b) that the class representatives in the Litigation and the classes they purport to represent have suffered any damage; and c) that the Litigation satisfies the requirements to be tried as a class action under Montana Rule of Civil Procedure 23.

WHEREAS, Logan Health provided certain information requested by counsel for Plaintiffs as confirmatory discovery, which confirms this Settlement as fair, reasonable, and adequate.

NOW, THEREFORE, in exchange for the mutual promises and valuable consideration provided for in this Agreement, and without any admission or concession by either Party, the Parties agree to a full, complete, and final settlement and resolution of the Litigation, subject to Court approval, on the following terms and conditions:

I. DEFINITIONS

In addition to terms defined at various points within this Agreement, the following defined terms shall have the meanings set forth below:

1. “Approved Claim” means the timely submitted Claim Form by a Participating Settlement Member that has been approved by the Settlement Administrator.
2. “Attested Time” means time spent remedying issues related to the Data Security Incident, as provided in Section III of this Agreement.
3. “Claim Form” or “Claim” means the form(s) Participating Settlement Class Members must submit to be eligible for reimbursement of Out-of-Pocket Losses, Attested Time, and/or to claim Credit Monitoring Services or an Alternative Cash Payment under the terms of the Settlement, which is attached hereto as Exhibit 2.
4. “Claims Deadline” means the last day to submit a timely Claim Form(s), which will occur ninety (90) days after the Notice Deadline.
5. “Claims Period” means the period of time during which Settlement Class Members may submit Claim Forms to receive Settlement benefits, which will end on the Claims Deadline.
6. “Class Counsel” means John Heenan, Andrew Ferich, David Paoli, and John A. Yanchunis.
7. “Court” means the Honorable John W. Parker, or such other judge to whom the Litigation may hereafter be assigned.
8. “Credit Monitoring Services” means the Identity Defense Total Service provided by Global Cyber Group for Intersections, LLC d/b/a Pango (“Pango”) that provides a number of services designed to protect consumers from identity theft to Participating Settlement Class Members under the Settlement. These services include daily three-bureau credit monitoring with Equifax, Experian, and TransUnion; monthly credit score, high risk transaction monitoring, identity and authentication alerts, dark web monitoring, lost wallet protection, security freeze capability, customer support, and victim assistance; and \$1 million in identity theft insurance, among other features.

9. “Data Security Incident” means the data security incident initially disclosed by Logan Health in or about February 2022, and includes all acts or omissions of Logan Health, predating February 2022, alleged or otherwise, to have caused, contributed, or related thereto.

10. “Effective Date” means one business day following the latest of: (i) the date upon which the time expires for filing or noticing any appeal of the Final Approval Order and Judgment; or (ii) if any appeal, petition, request for rehearing, or other review has been filed, the Final Approval Order and Judgment is affirmed without material change or the appeal is dismissed or otherwise disposed of, no other appeal, petition, rehearing, or other review is pending, and the time for further appeals, petitions, requests for rehearing, or other review has expired.

11. “Fee Application” means any motion for an award of attorneys’ fees, Litigation Costs and Expenses, and Service Award Payments to be paid from the Settlement Fund, as set forth in Paragraphs 89 and 91.

12. “Fee Award and Costs” means the amount of attorneys’ fees and reimbursement of Litigation Costs and Expenses awarded by the Court to Class Counsel.

13. “Final Approval Order and Judgment” means an order and judgment that the Court enters after the Final Approval Hearing, which finally approves the Settlement Agreement, certifies the Settlement Class, dismisses the Litigation with prejudice, entering judgment in accord with the terms of this Settlement Agreement, and otherwise satisfies the settlement-related provisions of Montana Rule of Civil Procedure 23, and is consistent with all material provisions of this Settlement Agreement. The Parties agree to the Court entering a Final Approval Order and Judgment consistent with the proposed Final Approval Order and Judgment attached hereto as Exhibit 3.

14. “Final Approval Hearing” means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement pursuant to Montana Rule of Civil Procedure 23 and whether to issue the Final Approval Order and Judgment.

15. “Identity Restoration Services” means identity restoration services provided by Pango to all Participating Settlement Class Members under the Settlement. These services provide for professional fraud resolution and identity recovery assistance by U.S.-based agents to Participating Settlement Class Members who experience identity theft or fraud.

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16. “Logan Health” means Logan Health as well as all Logan Health system entities including Kalispell Regional Medical Center, Inc. d/b/a Logan Health Medical Center.

17. “Logan Health’s Counsel” means Gary Zadick and Claudia D. McCarron, *pro hac vice* forthcoming.

18. “Litigation” means the class action lawsuits captioned *Patricia Tafelski, et al. v. Logan Health Medical Center*, Cause No. ADV-22-0108, and *Allison Smeltz, et al. v. Logan Health and Does I through X*, Cause No. ADV-22-0124, both pending in the Montana Eighth

Judicial District Court, Cascade County, and which have been consolidated under Case No. ADV-22-0108.

19. “Litigation Costs and Expenses” means costs and expenses incurred by counsel for Plaintiffs in connection with commencing, prosecuting, and settling the Litigation.

20. “Minor Claim Form” means the form(s) a legal guardian may submit on behalf of a Participating Settlement Class Member who is under the age of eighteen (18) at the time of claim submission seeking reimbursement of Out-of-Pocket Losses and/or Attested Time, which is attached hereto as Exhibit 2.

21. “Minor Monitoring Services” means Credit Monitoring Services described earlier.

22. “Net Settlement Fund” means the amount of funds that remain in the Settlement Fund after funds are paid from or allocated for payment from the Settlement Fund for the following: (i) Notice and Administrative Expenses, (ii) Taxes and Tax-Related Expenses, (iii) Identity Restoration Services; (iv) Minor Monitoring Services; (v) Credit Monitoring Services; (vi) Service Awards Payments approved by the Court, and (vii) Fee Award and Costs approved by the Court.

23. “Non-Profit Residual Recipient” means a non-profit organization approved by the Court following distribution of Settlement payments for Approved Claims.

24. “Notice” means notice of the proposed class action Settlement to be provided to Settlement Class Members pursuant to the Preliminary Approval Order, substantially in the form attached hereto as Exhibit 1.

25. “Notice Deadline” means the last day by which Notice must issue to the Settlement Class Members, and will occur thirty (30) days after entry of the Preliminary Approval Order.

26. “Notice and Administrative Expenses” means all of the expenses incurred in the administration of this Settlement, including, without limitation, all expenses or costs associated with 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 the Settlement Fund to Settlement Class Members. Administrative Expenses also includes all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

27. “Objection Deadline” is the last day on which a Settlement Class Member may file an objection to the Settlement or Fee Application, which will be forty (40) days after the Notice Deadline.

28. “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 forty (40) days after the Notice Deadline.

29. “Out-of-Pocket Losses” means documented out-of-pocket costs or expenditures that a Settlement Class Member actually incurred that are fairly traceable to the Data Security Incident, and that have not already been reimbursed by a third party. Out-of-Pocket Losses may include, without limitation, unreimbursed costs associated with fraud or identity theft including professional fees including attorneys’ fees, accountants’ fees, and fees for credit repair services and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges, as well as costs for credit monitoring costs or other mitigative services that were incurred on or between November 22, 2021 and the Notice Deadline.

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

31. “Preliminary Approval Order” means an order directing issuance of Notice to Settlement Class Members, determining that the Court will likely be able to approve the Settlement under Montana Rule of Civil Procedure 23(e)(2), and determining that the Court will likely be able to certify the Settlement Class for purposes of judgment, that is consistent with all material provisions of this Settlement Agreement.

32. “Released Claims” means 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, statutory damages, punitive damages, attorneys’ fees, costs, interest or expenses) that the Releasing Parties had, have or may claim now or in the future to have (including, but not limited to, negligence, negligence *per se*, breach of implied contract, breach of fiduciary duty, unjust enrichment, breach of confidence, invasion of privacy, and violations of the Montana Uniform Health Care Information Act, Mont. Code. Ann. § 50-16-553, *et seq.* and Montana Code Annotated § 30-14-1704, *et seq.*, assigned claims and any and all “Unknown Claims” as defined below) that were or could have been asserted or alleged arising out of the same nucleus of operative facts as any of the claims alleged or asserted in the Litigation, including but not limited to the facts, transactions, occurrences, events, acts, omissions, or failures to act that were alleged, argued, raised or asserted in any pleading or court filing in the Litigation, including but not limited to those concerning: 1) the disclosure of the Settlement Class Members’ personal information in the Data Security Incident; 2) Logan Health’s maintenance of Settlement Class Members’ personal information as it relates to the Data Security Incident; 3) Logan Health’s security policies and practices as it relates to the Data Security Incident; 4) Logan Health’s investigation and response to the Data Security Incident; and 5) Logan Health’s provision of notice to Settlement Class Members following the Data Security Incident.

33. “Request for Exclusion” is the written communication by or on behalf of a Settlement Class Member in which he or she requests to be excluded from the Settlement Class in the form and manner provided for in the Notice.

34. “Service Award Payment” means compensation awarded by the Court and paid to the Settlement Class Representatives in recognition of their role in this litigation.

35. “Settlement” means the settlement of the Litigation by and between the Parties, and the terms thereof as stated in this Settlement Agreement.

36. “Settlement Administrator” means the administrator chosen by Class Counsel. Class Counsel and Logan Health’s Counsel may, by agreement, substitute a different Settlement Administrator, subject to Court approval.

37. “Settlement Class” means the individuals identified on the Settlement Class List, including all individuals who were notified, including by direct notice and publication by Logan Health that their personal information was or may have been compromised in the data security incident initially disclosed by Logan Health on or about February 18, 2022. Excluded from the Settlement Class are: (1) the judges presiding over this Litigation, and members of their direct families; (2) the Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest and their current or former officers, directors, and employees; (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

38. “Settlement Class List” means the list generated by Logan Health containing the full names, current or last known addresses where known, and personal email addresses where known, for all persons who fall under the definition of the Settlement Class, which Logan Health shall provide to the Settlement Administrator within twenty-one (21) days of the Preliminary Approval Order. The Settlement Class List will also indicate which individuals on the Settlement Class List are minors, but shall not include their respective birthdates.

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

40. “Settlement Class Representatives” means Hazel Conway, John Conway, Bonnie Leahy, Timothy Leahy, Mark Reitan, Allison Smeltz, Rhonda Stephens-Block, Patricia Tafelski, Jennifer Teich, and Patrick Teich.

41. “Settlement Fund” means four million three hundred thousand and no cents (\$4,300,000.00) to be paid by Logan Health or its insurance carrier, as specified in Paragraphs 45 through 50, including any interest accrued thereon after payment. This amount is intended to include the remaining policy limits in Defendant’s wasting (“defense within limits”) insurance policy with excepting agreed-upon holdbacks of amounts necessary for any residual defense costs. This payment is the limit and extent of Logan Health’s monetary obligations with respect to the Settlement.

42. “Settlement Payment” or “Settlement Check” mean the payment to be made via mailed check and/or electronic payment to a Participating Settlement Class Member pursuant to Paragraphs 51 through 67.

43. “Settlement Website” means the website that the Settlement Administrator will establish as soon as practicable following entry of the Preliminary Approval Order, but prior to the mailing of the Notice, as a means for Settlement Class Members to obtain notice of and information

about the Settlement and relevant case documents and deadlines. The Settlement Website shall contain relevant documents, including, but not limited to, the Notice, this Agreement, Plaintiffs' motion for preliminary approval of the Settlement, the Preliminary Approval Order, Plaintiffs' Fee Application, and the operative complaints in the Litigation. The Settlement Website shall also include a toll-free telephone number, e-mail address, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. The Settlement Website shall not include any advertising and shall remain operational until at least sixty (60) days after all Settlement Payments have been distributed.

44. "Taxes and Tax-Related Expenses" means any and all applicable taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest or penalties) arising in any jurisdiction, if any, with respect to the income or gains earned by or in respect of the Settlement Fund, including, without limitation, any taxes that may be imposed upon Logan Health with respect to any income or gains earned by or in respect of the Settlement Fund for any period while it is held in the Settlement Fund.

II. SETTLEMENT FUND

45. **Establishment of Settlement Fund.** Within twenty-one (21) days of the Effective Date, Logan Health will pay to the Claims Administrator to fund the relief provided under the Settlement Agreement the Settlement Fund (\$4,300,000.00) minus the amounts advanced for notice and claims administration cost as described in the next sentence. Within thirty (30) days of the entry of the order preliminarily approving the Settlement and approving the Claims Administrator, Logan Health will pay \$200,000 from the Settlement Fund to the Claims Administrator to defray the actual expenses of notice and claims administration. To the extent this Settlement Agreement is not finally approved, Logan Health will be entitled to the return of any amounts not already incurred by the Claims Administrator in connection with Settlement Administration.

46. **Non-Reversionary.** The Settlement Fund is non-reversionary. As of the Effective Date, all rights of Logan Health in or to the Settlement Fund shall be extinguished, except in the event this Settlement Agreement is terminated, as described in Section VII .

47. **Qualified Settlement Fund.** The Parties agree that the Settlement Fund is intended to be maintained as a qualified settlement fund within the meaning of Treasury Regulation § 1.468 B-1, and that the Settlement Administrator, within the meaning of Treasury Regulation § 1.468 B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect of the Settlement Fund and paying from the Settlement Fund any Taxes and Tax-Related Expenses owed with respect to the Settlement Fund. The Parties agree that the Settlement Fund shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Settlement Fund as a qualified settlement fund from the earliest date possible. Any and all funds held in the Settlement Fund shall be held in an interest-bearing account insured by the Federal Deposit Insurance Corporation. Funds may be placed in a non-interest bearing account as may be reasonably necessary during the check clearing process. The Settlement Administrator shall provide an accounting of any and all funds in the Settlement Fund, including

any interest accrued thereon and payments made pursuant to this Agreement, upon request of any of the Parties.

48. **Custody of Settlement Fund.** The Settlement Fund shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Settlement Agreement or the balance returned to those who paid the Settlement Fund in the event this Settlement Agreement is terminated in accordance with Paragraphs 82 and 83.

49. **Use of the Settlement Fund.** As further described in this Agreement, the Settlement Fund shall be used by the Settlement Administrator to pay for the following: (i) Notice and Administrative Expenses; (ii) Taxes and Tax-Related Expenses; (iii) Service Awards Payments approved by the Court; (iv) Fee Award and Costs; (v) Credit Monitoring Services; (vii) Minor Monitoring Services; (viii) reimbursement for Out-of-Pocket Losses and Attested Time; and (ix) Alternative Cash Payments. No amounts may be withdrawn from the Settlement Fund unless expressly authorized by this Agreement or approved by the Court.

50. **Taxes and Representations.** Taxes and Tax-Related Expenses relating to the Settlement Fund shall be considered Notice and Administrative Expenses and shall be timely paid by the Settlement Administrator out of the Settlement Fund without prior order of the Court. Further, the Settlement Fund shall indemnify and hold harmless the Parties and their counsel for Taxes and Tax-Related Expenses (including, without limitation, taxes payable by reason of any such indemnification payments). The Parties and their respective counsel have made no representation or warranty with respect to the tax treatment by any Settlement Class Representative or any Settlement Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund. Each Settlement Class Representative and Participating Settlement Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her or it of the receipt of funds from the Settlement Fund pursuant to this Agreement.

III. REIMBURSEMENT FOR OUT-OF-POCKET LOSSES AND ATTESTED TIME

51. **Reimbursement for Out-of-Pocket Losses.** All Settlement Class Members may submit a claim for up to \$25,000.00 for reimbursement of Out-of-Pocket Losses. To receive reimbursement for Out-of-Pocket Losses, Settlement Class Members must submit a valid Claim Form that includes the following: (i) third party documentation supporting the loss; and (ii) a brief description of the documentation describing the nature of the loss, if the nature of the loss is not apparent from the documentation alone. Third-party documentation can include receipts or other documentation not “self-prepared” by the Settlement Class Member that documents the costs incurred. 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. A legal guardian for a Settlement Class Member who is under the age of eighteen (18) at the time of claim submission may submit a Minor Claim Form seeking reimbursement of Out-of-Pocket Losses on the minor’s behalf.

52. **Assessing Claims for Out-of-Pocket Losses.** 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 and to what extent documentation for Out-of-Pocket Losses reflects valid Out-of-Pocket Losses actually incurred that are fairly traceable to the Data Security Incident, but may consult with Class Counsel in making individual determinations. In assessing what qualifies as “fairly traceable,” the Settlement Administrator will consider (i) whether the timing of the loss occurred on or after November 22, 2021; and (ii) whether the Personal Information used to commit identity theft or fraud consisted of the type of Personal Information identified in Logan Health’s notices of the Data Security Incident. Costs expended for mitigation measures like credit monitoring services, fraud resolution services, and professional services incurred to address identity theft or fraud on or after November 22, 2021 shall be presumed “reasonably incurred.” 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.

53. **Reimbursement for Attested Time.** All Settlement Class Members may submit a claim for reimbursement of Attested Time up to five (5) hours at twenty-five dollars (\$25) per hour. Settlement Class Members can receive reimbursement of Attested Time with a brief description of the actions taken in response to the Data Security Incident and the time associated with each action. Claims for Attested Time are capped at \$125.00 per individual. A claim for Attested Time may be combined with reimbursement for Out-of-Pocket Losses but in no circumstance will a Settlement Class Member be eligible to receive more than the \$25,000.00 individual cap. A legal guardian for a Settlement Class Member who is under the age of eighteen (18) at the time of claim submission may submit a Minor Claim Form seeking reimbursement of Attested Time on the minor’s behalf.

54. **Assessing Claims for Attested Time.** The Settlement Administrator shall have the sole discretion and authority to determine whether the prerequisites have been met in order to award payments of Attested Time, but may consult with Class 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.

55. **Disputes.** To the extent the Settlement Administrator determines a claim for Out-of-Pocket Losses or Attested Time 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 of the determination. The Settlement Administrator may consult with Class Counsel in making such determinations.

IV. CREDIT MONITORING, IDENTITY RESTORATION, MINOR MONITORING, AND ALTERNATIVE CASH PAYMENTS

56. **Credit Monitoring Services.** All Participating Settlement Class Members who are not automatically eligible for Minor Monitoring Services are eligible to enroll in three (3) years of Credit Monitoring Services provided by Pango, regardless of whether the Settlement Class Member submits a claim for reimbursement of Out-of-Pocket Losses or Attested Time. The Settlement Administrator shall send an activation code to each Participating Settlement Class Member who is eligible for Crediting Monitoring Services within thirty (30) days of the Effective Date which can be used to activate Credit Monitoring Services via an enrollment website maintained by Pango. 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. Credit Monitoring Services claimants may activate Credit Monitoring Services for a period of at least sixty (60) days from the date the Settlement Administrator sends the activation code. Pango 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. A Participating Settlement Class Member cannot select both Credit Monitoring Services and an Alternative Cash Payment (Paragraph 57) under the Settlement

57. **Alternative Cash Payments.** In lieu of Credit Monitoring Services, Participating Settlement Class Members who are not automatically eligible for Minor Monitoring Services may elect to receive a cash payment in an amount equal to a pro rata distribution of the Net Settlement Fund (“Alternative Cash Payments”), but in no event shall any class member receive more than \$125 under this provision. If a Participating Settlement Class Member attempts to claim both Credit Monitoring Services and Alternative Cash Payment under the Settlement, the Settlement Administrator is authorized to contact the Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding which benefit he or she would like to select.

58. **Minor Monitoring Services.** All Participating Settlement Class Members under the age of eighteen (18) on or before the Claims Deadline are automatically eligible to enroll in Minor Monitoring Services provided by Pango for a period of three (3) years from the Effective Date, regardless of whether they submit a claim under the Settlement. Enrollment codes shall be mailed or emailed to all eligible Settlement Class Members within thirty (30) days of the Effective Date.

V. PAYMENTS TO PARTICIPATING SETTLEMENT CLASS MEMBERS

59. **Payment Timing.** Payments for Approved Claims for reimbursement for Out-of-Pocket Losses, Attested Time, and/or Alternative Cash Payments shall be issued in the form of a check mailed and/or an electronic payment as soon as practicable after the allocation and distribution of funds are determined by the Settlement Administrator following the Effective Date.

60. **Timing.** Settlement Checks shall bear in the legend that they expire if not negotiated within ninety (90) days of their date of issue. If a Settlement Check is not cashed within sixty (60) days after the date of issue, the Settlement Administrator is authorized to send an e-mail and/or place a telephone call to that Participating Settlement Class Member reminding him/her of the deadline to cash such check.

61. **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 Participating 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 Participating Settlement Class Member using advanced address searches or other reasonable methods; and (3) reissuing a check or mailing the Participating 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 Participating 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 Participating Settlement Class Members within that time.

62. **Unclaimed Property.** No portion of the Settlement Fund shall revert or be repaid to Logan Health after the Effective Date. Any undistributed funds shall be distributed pro rata to class members who file claims, unless such funds cannot be distributed due to the administrative costs and burden in distributing such residual funds to class members who filed claims, in which case such funds, any remaining monies or funds from uncashed checks shall be distributed to Montana Justice Foundation as required by Montana Rule 23.

63. **Deceased Class Members.** If the Settlement Administrator is notified that a Participating Settlement Class Member is deceased, the Administrator is authorized to reissue the Settlement Check to the Participating Settlement Class Member's estate upon receiving proof the Participating Settlement Class Member is deceased and after consultation with Class Counsel.

VI. CLAIMS, CAPS, AND DISTRIBUTION OF SETTLEMENT FUNDS

64. **Submission of Electronic and Hard Copy Claims.** Participating Settlement Class Members may submit Claim Forms to the Settlement Administrator electronically via a claims website or physically by mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked during the Claims Period and on or before the Claims Deadline. Logan Health shall not be entitled to access information regarding which Settlement Class Members submitted a Claim Form or otherwise participated in the Settlement. Logan Health's Counsel may obtain this information on a showing of good cause, including but not limited to any disputes arising out of the claims process.

65. **Individual Caps.** Participating Settlement Class Members are subject to an individual aggregate cap of \$25,000.00 for payments made under the Settlement. Participating Settlement Class Members may submit claims for reimbursement of Attested Time, Out-of-Pocket Losses, and/or Alternative Cash Payments but the Participating Settlement Class Member's combined claims will be subject to the individual aggregate cap of \$25,000.00.

66. **Order of Distribution of Funds.** The Settlement Administrator must first use the Net Settlement Fund to make payments for Approved Claims for Out-of-Pocket Losses, followed by Approved Claims for Attested Time. The Settlement Administrator shall then utilize the remaining funds in the Net Settlement Fund to make distributions for Alternative Cash Payments.

67. **Pro-Rata Contingencies.** In the event that the aggregate amount of all payments for reimbursement of Out-of-Pocket Losses exceeds the total amount of the Net Settlement Fund, then the value of such payments shall be reduced on a pro rata basis, such that the aggregate value of all payments for Out-of-Pocket Losses does not exceed the Net Settlement Fund. In such an event, no Net Settlement Funds will be distributed for Approved Claims of Attested Time or Alternative Cash Payments. In the event that: (i) the aggregate amount of Approved Claims for Out-of-Pocket Losses does not exceed the Net Settlement Fund; and (ii) the aggregate amount of all Approved Claims for Attested Time is greater than the Net Settlement Fund, less the aggregate amount of Approved Claims for Out-of-Pocket Losses, then the value of each Participating Settlement Class Members' payment for Attested Time shall be reduced on a pro rata basis such that the aggregate value of all Approved Claims for Out-of-Pocket Losses and Attested Time do not exceed the Net Settlement Fund. In such an event, no Net Settlement Funds will be distributed for Alternative Cash Payments. All pro rata determinations required by this Paragraph shall be performed by the Settlement Administrator.

VII. BUSINESS PRACTICE COMMITMENTS

68. **Business Practice Changes.** Logan Health agrees to provide Class Counsel information concerning the remedial actions that it has taken, began or planned since the Data Security Incident as part of its ongoing efforts, to enhance, improve, and strengthen its cybersecurity training and awareness programs, data security policies, security measures, restrictions to accessing Personal Information, and its monitoring and response capabilities.

VIII. SETTLEMENT CLASS NOTICE

69. **Notice.** Within twenty-one (21) days after the date of the Preliminary Approval Order, Logan Health shall provide the Settlement Class List to the Settlement Administrator. The Settlement Administrator shall execute a Business Associate Agreement including an agreement to maintain the confidentiality of the Class List and to use the Class List strictly for business purposes of administering the Settlement with any entity involved in providing notice. The Settlement Administrator shall not provide the Class List to Class Counsel. Within seven (30) days after receipt of Settlement Class List, the Settlement Administrator shall disseminate Notice to the members of the Settlement Class. Notice shall be disseminated via U.S. mail to all Settlement Class members. Class Counsel may direct the Settlement Administrator to send reminder notices to Settlement Class Members at any time prior to the Claims Deadline.

IX. OPT-OUTS AND OBJECTIONS

70. **Opt-Outs.** The Notice shall explain the procedure for Settlement Class Members to exclude themselves or "opt-out" of the Settlement by submitting a Request for Exclusion to the Settlement Administrator postmarked no later than forty (40) days after the Notice 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" or a comparable statement that the individual does not wish to participate in the Settlement at the top of the communication. 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.

71. **Opt-Out Termination.** Logan Health shall have the right to terminate the Settlement Agreement if two (2) percent of the total number of Settlement Class Members submit valid requests to opt out. In no event will Class Counsel, the Settlement Class Representatives, Logan Health's corporate officers, or Logan Health's counsel encourage Settlement Class Members to opt-out.

72. **Objections.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement or Fee Application by submitting written objections to the Settlement Administrator postmarked no later than forty (40) days after the Notice Deadline. The 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; (iv) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (v) the identity of any attorneys representing the objector; (vi) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; and (vii) the signature of the Settlement Class Member or the Settlement Class Member's attorney. 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.

X. DUTIES OF THE SETTLEMENT ADMINISTRATOR

73. **Duties of Settlement Administrator.** The Settlement Administrator shall perform the functions and duties necessary to effectuate the Settlement and as specified in this Agreement, including, but not limited to, the following:

- a. Creating, administering, and overseeing the Settlement Fund;
- b. Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;
- c. Providing Notice to Settlement Class Members via U.S. mail and e-mail;
- d. Establishing and maintaining the Settlement Website;
- e. Establishing and maintaining a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries;
- f. Responding to any mailed or emailed Settlement Class Member inquiries;
- g. Reviewing, determining the validity of, and processing all claims submitted by Settlement Class Members;

- h. Receiving Requests for Exclusion and objections from Settlement Class Members and providing Class Counsel and Logan Health's Counsel a copy thereof no later than three (3) days following the deadline for submission of the same. If the Settlement Administrator receives any Requests for Exclusion, objections, or other requests from Settlement Class Members after the Opt-Out and Objection Deadlines, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and to Logan Health's Counsel;
- i. Working with the provider of Credit Monitoring Services and Minor Monitoring Services to receive and send activation codes within thirty (30) days of the Effective Date;
- j. After the Effective Date, processing and transmitting Settlement Payments to Settlement Class Members;
- k. Providing weekly or other periodic reports to Class Counsel and Logan Health's Counsel that include information regarding the number of Settlement Checks mailed and delivered, Settlement Checks cashed, undeliverable information, and any other requested information relating to Settlement Payments. The Settlement Administrator shall also, as requested by Class Counsel or Logan Health's Counsel and from time to time, provide the amounts remaining in the Net Settlement Fund;
- l. In advance of the Final Approval Hearing, preparing a sworn declaration to submit to the Court that: (i) attests to implementation of Notice in accordance with the Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly submitted a Request for Exclusion; and
- m. Performing any function related to Settlement administration at the agreed-upon instruction of Class Counsel or Logan Health's Counsel, including, but not limited to, verifying that Settlement Payments have been distributed.

74. **Limitation of Liability.** The Parties, Class Counsel, and Logan Health 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 Fund; (iii) the formulation, design or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes and Tax-Related Expenses.

75. **Indemnification.** The Settlement Administrator shall indemnify and hold harmless the Parties, Class Counsel, and Logan Health's Counsel for: (i) any act or omission or determination of the Settlement Administrator, or any of Settlement Administrator's designees or agents, in connection with the Notice Plan and the administration of the Settlement; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design or terms of the disbursement of the Settlement Fund; (iv) the determination, administration,

calculation or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes and Tax-Related Expenses.

XI. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

76. **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 the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date.

77. **Preliminary Approval.** Following execution of this Agreement, Class Counsel shall file a motion for preliminary approval of the settlement within ten (10) days.

78. **Final Approval.** Class Counsel shall move the Court for a Final Approval Order and Judgment of this Settlement, to be issued following the Final Approval Hearing; within a reasonable time after the Notice Deadline, Objection Deadline, and Opt-Out Deadline.

79. **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 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 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.

XII. MODIFICATION AND TERMINATION

80. **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.

81. **Decertification of the Settlement Class if Settlement Not Approved.** If: (1) the Court does not issue the Preliminary Approval Order or Final Approval Order and Judgment; or (2) the Effective Date does not occur, the certification of the Settlement Class shall be void. Logan Health reserves the right to contest class certification for all other purposes and its lack of opposition to certification of a settlement class is limited to the purposes of this Agreement. 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, the fact that Logan Health 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.

82. **Termination.** Settlement Class Representatives and Defendant shall have the right to terminate this Agreement by providing written notice of their or its election to do so (“Termination Notice”) within seven (7) days of: (1) the Court’s refusal to issue the Preliminary Approval Order; or (2) within fourteen (14) days of any of the following: (i) the Court’s refusal to enter the Final Approval Order and Judgment, or (ii) the date upon which the Final Approval Order and Judgment is modified or reversed in any material respect by any appellate or other court. The Court’s reduction of the Fee Award of Costs, as requested by Plaintiffs and their counsel shall not be grounds for termination of this Agreement.

83. **Effect of Termination.** In the event of a termination as provided in Paragraph 82, 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 Litigation as if the Parties had not entered into this Agreement or the Settlement. In addition, in the event of such a termination, all of the Parties’ respective pre-Settlement claims and defenses will be preserved.

XIII. RELEASES

84. **The Release.** Upon the Effective Date, and in consideration of the Settlement benefits described herein, each of the Settlement Class Representatives and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns shall be deemed to have released, acquitted, and forever discharged any and all Released Claims against Logan Health, Kalispell Regional Medical Center, Inc., d/b/a Logan Health Medical Center, and their present and former predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and any and all of their past, present, and future officers, directors, employees, stockholders, partners, servants, agents, successors, attorneys, advisors, consultants, representatives, insurers, reinsurers, subrogees and the predecessors, successors, and assigns of any of the foregoing. This release expressly includes Logan Health’s insurer from all obligations under any part of the insurance policy applicable to the Released Claims, and from any and all claims arising out of the investigation, handling, adjusting, defense or settlement of the claim including, without limitation, any claims for breach of contract, in tort, violation of the covenant of good faith and fair dealing, violation of Montana Code Annotated §§ 33-18-201 et. seq., and common-law bad faith. It is further acknowledged by the Parties that the policy limits available for settlement of this matter under Logan Health’s Cyber Policy will be exhausted once the Final Approval Order and Judgment is satisfied.

85. **Unknown Claims.** The Released Claims include the release of Unknown Claims. “Unknown Claims” means claims that could have been raised in the Litigation and that any of the Settlement Class Representatives or Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys,

and assigns does not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release Logan Health and its present and former predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and any and all of their past, present, and future officers, directors, employees, stockholders, partners, servants, agents, successors, attorneys, advisors, consultants, representatives, insurers, reinsurers, subrogees and the predecessors, successors, and assigns of any of the foregoing or the Released Claims or might affect his, her or its decision to agree, object or not to object to the Settlement. Upon the Effective Date, each of the Settlement Class Representatives and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns shall be deemed to have, and shall have, waived any and all provisions, rights and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States. The Settlement Class Representatives and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Release, but that it is their intention to finally and forever settle and release the Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this Paragraph.

86. Release of Class Representatives and Class Counsel. Upon the Effective Date, Logan Health and its representatives, officers, agents, directors, 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 Litigation, 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). However, the release under this paragraph shall not include a release by Logan Health of any claim for medical services provided.

87. Bar to Future Suits. Upon entry of the Final Approval Order and Judgment, the Settlement Class Representatives and other Settlement Class Members shall be enjoined from prosecuting any claim they have released in the preceding paragraphs in any proceeding against any of the Released Parties 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 and Judgment. Likewise, Logan Health and its representatives, officers, agents, directors, 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 and Judgment. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this section.

88. **Satisfaction of Judgment.** Once all obligations in this Settlement Agreement have been satisfied, the Parties agree to file a satisfaction of judgment with the Court.

XIV. SERVICE AWARD PAYMENTS

89. **Service Award Payments.** At least thirty (30) 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 Litigation. Logan Health agrees not to oppose Class Counsel's request for a service award not to exceed \$3,500.00 for each class representative. The Settlement Administrator shall make the Service Award Payments to the Settlement Class Representatives from the Settlement Fund. Such Service Award Payment shall be paid by the Settlement Administrator, in the amount approved by the Court, no later than thirty (30) 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 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.

XV. ATTORNEYS' FEES, COSTS, EXPENSES

91. **Attorneys' Fees and Costs and Expenses.** Prior to the Final Fairness Hearing, and at least thirty (30) days before the Opt-Out and Objection Deadlines, Class Counsel will file a Fee Application for an award of attorneys' fees and Litigation Costs and Expenses to be paid from the Settlement Fund. Logan Health agrees not to oppose Class Counsel's request for an award of attorneys' fees not to exceed one-third (33.33%) of the Settlement Fund, and reimbursement of litigation costs and expenses not to exceed \$150,000.00. Prior to the disbursement or payment of the Fee Award and Costs under this Agreement, Class Counsel shall provide to Logan Health and the Settlement Administrator a properly completed and duly executed IRS Form W-9. Fee Award and Costs (plus any interest accrued thereon) shall be paid by the Settlement Administrator, in the amount approved by the Court, no later than three (3) days after the Effective Date.

92. **Allocation.** Unless otherwise ordered by the Court, Class Counsel shall have the sole and absolute discretion to allocate any approved Fee Award and Costs amongst Plaintiffs' counsel and any other attorneys for Plaintiffs. Logan Health shall have no liability or other responsibility for allocation of any such attorneys' fees and costs.

XVI. NO ADMISSION OF LIABILITY

93. **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.

94. **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 Logan Health in the Litigation or in any proceeding in any court, administrative agency or other tribunal.

XVII. MISCELLANEOUS

95. **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.

96. **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, 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.

97. **Deadlines.** If any of the dates or deadlines specified herein falls on a weekend or legal holiday, 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.

98. **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.

99. **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.

100. **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.

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

102. **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.

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

John Heenan
Joseph P. Cook
HEENAN & COOK
1631 Zimmerman Trail
Billings, Montana 59102
john@montanalaw.com
joe@montanalaw.com

Andrew Ferich
AHDOOT & WOLFSON, PC
201 King of Prussia Road, Suite 650
Radnor, PA 19087
aferich@ahdootwolfson.com

David R. Paoli
PAOLI LAW FIRM, P.C.
257 W. Front St., Suite A
Missoula, Montana 59802
davidpaoli@paoli-law.com

John A. Yanchunis
MORGAN & MORGAN
COMPLEX LITIGATION GROUP
201 N. Franklin Street, 7th Floor
Tampa, Florida 33602
jyanchunis@ForThePeople.com

Notices to Logan Health provided for herein shall be sent by overnight mail and email to:

Gary M. Zadick
UGRIN ALEXANDER ZADICK, P.C.

#2 Railroad Square, Suite B
Great Falls, Montana 59401
gmz@uazh.com

Claudia D. McCarron
MULLEN COUGHLIN
426 W. Lancaster Ave
Suite 200
Devon, PA 19333
cmccarron@mullen.law

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

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

By: _____

Date: _____

Printed Name: _____

On behalf of Logan Health

Its: _____

By: _____

Date: _____

Gary M. Zadick
UGRIN ALEXANDER ZADICK, P.C.

By: _____

Date: _____

Claudia D. McCarron
MULLEN COUGHLIN

Counsel for Defendant

By: John Heenan

Date: 10/21/2022

John Heenan
HEENAN & COOK

By: Andrew Ferich

Date: 10/21/2022

Andrew Ferich
AHDROOT & WOLFSON

By: David R. Paoli

Date: 10/21/2022

David R. Paoli
PAOLI LAW FIRM, P.C.

By:  _____
John A. Yanchunis
MORGAN & MORGAN

Date: 10/21/2022 _____

Counsel for Plaintiffs and the Settlement Class