IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

In re Lakeside Pediatric Data Breach Litigation	Case No.: CV-28-26-1876

SETTLEMENT AGREEMENT

This Settlement Agreement[1] is entered into by and between Plaintiffs, on behalf of themselves and the Settlement Class, on the one hand, and Defendant Lakeside Pediatric & Adolescent Medicine, P.L.L.C., on the other hand. The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

I. Background

1. Defendant is an Idaho-based medical practice that provides comprehensive care for children and adolescents. In the ordinary course of providing services to its patients, Defendant collects and maintains patients' Private Information.

2. On or about November 1, 2024, Defendant detected suspicious activity in its IT environment. In response, Defendant immediately launched an investigation to determine the nature and scope of the incident. Defendant's investigation determined that an unauthorized third-party may have accessed a limited number of files in Defendant's IT environment between October 15, 2024, and October 29, 2024. On February 27, 2026, Defendant began sending notice letters to individuals who may have had their information involved in the Data Incident.

3. Commencing on March 13, 2026, Plaintiffs named Defendant in five State Court Actions, filed in the District Court of the First Judicial District of the State of Idaho, in and for the County of Kootenai, all seeking to represent a nationwide class of all individuals whose Private

[1] All capitalized terms herein shall have the same meanings as those defined in Section II below.

Information may have been involved in the Data Incident.

4. In addition, on March 19, 2026, Plaintiff Brandon Rosen named Defendant in the Federal Court Action, filed in the U.S. District Court for the District of Idaho, also seeking to represent a nationwide class of all individuals whose Private Information may have been involved in the Data Incident.

5. On June 17, 2026, the Court consolidated the State Court Actions into the Action, and appointed Jeff Ostrow of Kopelowitz Ostrow P.A. and John Nelson of Milberg, PLLC, as Interim Co-Lead Class Counsel.

6. Thereafter, the Parties decided to explore settlement to conserve resources for the benefit of the Parties and the Settlement Class. In advance of settlement discussions, Plaintiffs consulted with damage and liability experts, propounded informal discovery requests on Defendant to which Defendant cooperatively responded by providing information related to, among other things, the nature and cause of the Data Incident, the number and geographic location of individuals impacted by the Data Incident, and the specific type of information involved.

7. Between June 17, 2026, and June 23, 2026, the Parties negotiated the material terms of a classwide settlement. During their discussions, the Parties agreed to proceed with settlement and resolve the Action in Idaho state court.

8. Consistent with this approach, on July 13, 2026, Defendant and Plaintiff Rosen filed a joint motion to stay the Federal Court Action pending preliminary and final approval of the class action settlement in Idaho state court, which the U.S. District Court for the District of Idaho granted on July 14, 2026.

9. On August 10, 2026, Plaintiffs filed a consolidated complaint in the Action.

10. The Parties now agree to settle the Action entirely, without any admission of

liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendant has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the Data Incident and the allegations made in the Complaint, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to its business operations associated with further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in the Complaint, and disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement. Plaintiffs have entered into this Agreement to recover on the claims in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiffs do not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiffs, Defendant, and all Settlement Class Members.

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

II. Definitions

11. "**Action**" means the above-styled action, *In re Lakeside Pediatric Data Breach Litigation*, Case No.: CV-28-26-1876, pending in the District Court of the First Judicial District of the State of Idaho.

12. "**Agreement**" or "**Settlement**" or "**Settlement Agreement**" means this agreement

between the Plaintiffs and Defendant, and all exhibits hereto.

13. "**Application for Attorneys' Fees, Costs, and Service Awards**" means Class Counsel's application for attorneys' fees, costs, and Service Awards, which shall be included as part of the Motion for Final Approval.

14. "**Cash Payment**" means the cash compensation paid to Settlement Class Members who elect to submit a Claim for either Documented Losses or a *Pro Rata* Cash Payment.

15. "**Documented Losses**" means the cash compensation consisting of a maximum of $2,500.00 per Settlement Class Member that Settlement Class Members who incurred documented losses may claim under the Settlement.

16. "**Claim**" means the submission of a Claim Form by a Claimant.

17. "**Claim Form**" means the proof of claim, substantially in the form attached hereto as ***Exhibit 4***, which Settlement Class Members must use to submit a Valid Claim for Cash Payment.

18. "**Claim Form Deadline**" means the postmark and/or online submission deadline for Claims, which shall be 90 days after the Notice Date and shall be the last day by which a Claim Form may be submitted to the Settlement Administrator for a Settlement Class Member to be eligible for Settlement Class Member Benefits.

19. "**Claimant**" means an individual who submits a Claim Form.

20. "**Claim Process**" means the process by which Claimants may submit Claims to the Settlement Administrator.

21. "**Class Counsel**" means Jeff Ostrow of Kopelowitz Ostrow P.A., John Nelson of Milberg, PLLC, and Jaren Wieland of Mooney Wieland Warren PLLC.

22. "**Class List**" means the list of all individuals in the Settlement Class that Defendant shall prepare and provide to the Settlement Administrator based upon information Defendant's

records. The Class List shall include, if available, Settlement Class Members' names, email addresses, and postal addresses.

23. "**Class Representatives**" means the Plaintiffs the Court approves to serve as representatives of the Settlement Class.

24. "**Complaint**" means the consolidated class-action complaint filed in this Action.

25. "**Court**" means the District Court of the First Judicial District of the State of Idaho, County of Kootenai, and the Judge(s) assigned to the Action.

26. "**Data Incident**" means the cybersecurity incident involving the Defendant and subject of the Complaint that took place between October 15, 2024, and October 29, 2024.

27. "**Defendant**" or "**Lakeside**" means Lakeside Pediatric & Adolescent Medicine, P.L.L.C., the defendant in the Action.

28. "**Defendant's Counsel**" means Casie D. Collignon and Sean B. Solis of Baker & Hostetler LLP and Stacey L. Beaumont of Hawley Troxell Ennis & Hawley LLP.

29. "**Effective Date**" means the day after the entry of the Final Approval Order, provided no objections are made to the Settlement, and receipt of an invoice, all payment instructions, a contact for voice verification, completion of voice verification, and a Form W-9 from the Settlement Administrator necessary for Defendant to meet its funding obligations set out in this Settlement Agreement. If there are objections to the Settlement, then the Effective Date shall be the later of (a) 30 days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order, or (b) if appeals are taken from the Final Approval Order, then the earlier of 30 days after the last appellate court ruling affirming the Final Approval Order or 30 days after the entry of a dismissal of the appeal, and receipt of an invoice, all payment instructions, a contact for voice verification, completion of voice verification, and a Form W-9 from the Settlement

Administrator necessary for Defendant to meet its funding obligations set out in this Settlement Agreement.

30. "**Email Notice**" means the email form of Notice of the Settlement, substantially in the form attached hereto as ***Exhibit 1***, that may be distributed to Settlement Class Members for whom email addresses are available.

31. "**Federal Court Action**" means the action filed by Plaintiff Brandon Rosen in the United States District Court for the District of Idaho on behalf of K.R., a minor, captioned *Rosen ex rel. K.R. v. Lakeside Pediatric and Adolescent Medicine, P.L.L.C.*, Case No. 2:26-cv-00159-DCN (D. Idaho).

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

33. "**Final Approval Hearing**" means the hearing held before the Court during which the Court will consider the Motion for Final Approval of the Settlement and the Application for Attorneys' Fees, Costs, and Service Awards. The hearing may be held via video conference or telephonically, and, if so, instructions will be posted on the Settlement Website.

34. "**Final Approval Order**" means the final order that the Court enters granting Final Approval of the Settlement, substantially in the form attached hereto as ***Exhibit 6***.

35. "**Long Form Notice**" means the long form notice of the Settlement, substantially in the form attached hereto as ***Exhibit 3***, that shall be posted on the Settlement Website and be available to Settlement Class Members by mail upon request made to the Settlement Administrator.

36. "**Medical Data Monitoring**" means the CyEx monitoring product with one year of medical data monitoring that all Settlement Class Members will automatically receive as a

Settlement Class Member Benefit under the Settlement, outlined in detail in Section IV.

37. "**Motion for Final Approval**" means the motion that Plaintiffs and Class Counsel shall file with the Court seeking Final Approval of the Settlement.

38. "**Motion for Preliminary Approval**" means the motion that Plaintiffs shall file with the Court seeking Preliminary Approval of the Settlement.

39. "**Notice**" means the Email Notice, Postcard Notice, and Long Form Notice that Plaintiffs and Class Counsel will ask the Court to approve in connection with the Motion for Preliminary Approval.

40. "**Notice Date**" means 30 days after the Court's entry of the Preliminary Approval Order.

41. "**Notice Program**" means the methods provided for in this Agreement that may be used for the provision of Notice of the Settlement (Email Notice, Postcard Notice, and Long Form Notice), along with the Settlement Website and Settlement telephone line.

42. "**Notice of Deficiency**" means the notice sent by the Settlement Administrator to Settlement Class Members who submitted timely but invalid Claim Forms.

43. "**Objection Deadline**" means 60 days after the Notice Date.

44. "**Opt-Out Deadline**" means 60 days after the Notice Date.

45. "**Party**" means Plaintiffs and Defendant, individually, and "Parties" means Plaintiffs and Defendant, collectively.

46. "**Plaintiffs**" means the following individuals, many of whom bring their claims on behalf of their minor children:

- Hailey Simcox, on behalf of H.S., a minor;
- Chloe Alves, on behalf of M.J., a minor;

- Tyler Stanley;
- Lisa Keating, on behalf of G.K., a minor;
- Pamela Moser, on behalf of O.M., a minor; and
- Brandon Rosen, on behalf of K.R., a minor.

47. "**Postcard Notice**" means the postcard notice of the Settlement, substantially in the form attached as ***Exhibit 2***, that the Settlement Administrator will send to some Settlement Class Members notifying them about the Settlement.

48. "**Preliminary Approval**" means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order.

49. "**Preliminary Approval Order**" means the order preliminarily approving the Settlement, including the proposed Notice Program and Claims Process, substantially in the form attached hereto as ***Exhibit 5.***

50. "**Private Information**" means Settlement Class Members' information that may have been involved in the Data Incident, which includes some combination of their names, dates of birth, driver's license and/or state identification numbers, medical record numbers, diagnosis/conditions information, lab results, medications information, health care claims information, clinical/treatment information, and, for a limited number of individuals, Social Security numbers.

51. "***Pro Rata* Cash Payment**" means the cash compensation consisting of a *pro rata* share of cash from which all Settlement Class Members may claim under the Settlement.

52. "**Released Claims**" means the claims released by the Settlement Class Members described in Section XI of this Agreement.

53. "**Released Parties**" means Defendant and its past, present, and future parents,

subsidiaries, divisions, departments, predecessors, successors and assigns, and any and all of their past, present, and future directors, officers, executives, officials, principals, stockholders, heirs, agents, insurers, reinsurers, members, attorneys, accountants, actuaries, employees, fiduciaries, advisors, consultants, representatives, partners, joint venturers, licensees, licensors, independent contractors, subrogees, trustees, executors, administrators, associated third parties, predecessors, successors and assigns, and any other person acting on Defendant's behalf, in their capacity as such. It is understood that to the extent a Released Party is not a party to the Agreement, all such Released Parties are intended third-party beneficiaries of the Agreement.

54. "**Releasing Parties**" means Plaintiffs and all Settlement Class Members and each of their respective executors, representatives, heirs, predecessors, assigns, beneficiaries, affiliates, successors, bankruptcy trustees, guardians, joint tenants, tenants in common, tenants by the entireties, agents, attorneys, and accounting advisors.

55. "**Service Awards**" shall mean the payment the Court may award the Class Representatives for serving as representatives of the Settlement Class, not to exceed $1,000.00 Class Representative or $6,000.00 total, which is in addition to any Valid Claim for Settlement Class Member Benefits.

56. "**Settlement Administrator**" means Simpluris, Inc. or "Simpluris."

57. "**Settlement Administration Costs**" means all reasonable costs and fees of or incurred by the Settlement Administrator regarding Notice and Settlement administration, subject to the agreement between Simpluris and Defendant.

58. "**Settlement Class**" means all living individuals residing in the United States who were sent notice, including Notice of this Settlement, that their Private Information may have been involved in the Data Incident. Excluded from the Settlement Class are: (1) Defendant and its

officers and directors, and any entity in which Defendant has a controlling interest; (2) all people who properly and timely opt-out of the Settlement Class; (3) the Court, the Judge's immediate family, and Court staff; (4) governmental entities; and (5) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident, or who pleads *nolo contendere* to any such charge.

59. "**Settlement Class Member**" means any member of the Settlement Class.

60. "**Settlement Class Member Benefits**" means the Cash Payments, Medical Data Monitoring, Settlement Administration Costs, Service Awards, and attorneys' fees and costs outlined in Section IV.

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

62. "**State Court Actions**" mean the five actions filed in the District Court of the First Judicial District of the State of Idaho, in and for the County of Kootenai, which were consolidated into the Action. They include: *Hailey Simcox ex rel. H.S. v. Lakeside Pediatric & Adolescent Medicine P.L.L.C.*, Case No. CV28-26-1876; *Chloe Alves ex rel. M.J. v. Lakeside Pediatric & Adolescent Medicine P.L.L.C.*, Case No. CV28-26-1882; *Tyler Stanley v. Lakeside Pediatric & Adolescent Medicine P.L.L.C.*, Case No. CV28-26-2031; *Lisa Keating ex rel. G.K. v. Lakeside Pediatric & Adolescent Medicine P.L.L.C.*, Case No. CV28-26-2105; and *Pamela Moser ex rel.*

O.M. v. Lakeside Pediatric & Adolescent Medicine P.L.L.C., Case No. CV28-26-2821.

63. "**Valid Claim**" means a Claim Form submitted by a Settlement Class Member that is: (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) physically signed or signed by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) returned via mail and postmarked by the Claim Form Deadline, or, if submitted online, submitted by 11:59 p.m. Pacific Time on the Claim Form Deadline; and (e) determined to be valid by the Settlement Administrator. The Settlement Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement Administrator's Notice of Deficiency may result in a determination that the Claim is not a Valid Claim.

III. Certification of the Settlement Class

64. In the Motion for Preliminary Approval, Plaintiffs shall propose and request to the Court that the Settlement Class be certified for Settlement purposes only. Defendant agrees solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that this case shall proceed as a class action; provided however, that if a Final Approval Order is not issued or the Effective Date for any reason does not occur, then any certification shall be null and void and, for the avoidance of doubt, Defendant shall retain all rights to object to any future requests to certify a class and, in such instance, the action will continue as if the Settlement Class was never certified. Plaintiffs and Class Counsel shall not reference this Agreement in support of any subsequent motion for class certification of any class in the Action in such event. The fact that Defendant conditionally consented herein to certification of the Settlement Class shall

not be used against Defendant by any Party or non-party for any purpose in this Action or any other action, lawsuit, or proceeding of any kind.

IV. Settlement Consideration

65. Subject to the limitations described in the Agreement, the Settlement includes the following benefits, all of which will be paid separately by the Defendant: (a) Cash Payments to Settlement Class Members who submit Valid Claims; (b) Medical Data Monitoring for all Settlement Class Members; (c) Settlement Administration Costs; and (d) any Court-awarded Attorneys' Fees and Costs and Service Awards.

66. ***Settlement Class Member Benefits.*** When submitting a Valid Claim, all Settlement Class Members may submit a Claim for a Cash Payment for Documented Losses or a *Pro Rata* Cash Payment. All Settlement Class Members will also automatically receive Medical Data Monitoring in accordance with the terms of this paragraph. Settlement Class Members who opt-out of the Settlement will not receive any Settlement Class Member Benefits. Additionally, Settlement Class Members who fail to submit a Valid Claim will release their claims without receiving any Settlement Class Member Benefits.

a. **Cash Payment for Documented Losses**: All Settlement Class Members are eligible to submit a Claim for a Cash Payment for Documented Losses of up to $2,500.00 per Settlement Cass Member upon presentment of documentation of out-of-pocket losses related to the Data Incident resulting from fraud and/or identity theft. Documented expenses include, by way of example, unreimbursed losses relating to fraud or identity theft if: (i) the loss is an actual, documented, and unreimbursed monetary loss; (ii) the loss was more likely than not caused by the Data Incident; and (iii) the loss was

incurred after the date of the Data Incident. To receive a Cash Payment for Documented Losses, a Settlement Class Member must complete and submit a Claim Form and include documentation in support of their Claim. Except as expressly provided herein, personal certifications, declarations, or affidavits from the Settlement Class Member do not constitute proper documentation, but may be included to provide clarification, context, or support for other submitted reasonable documentation. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with any medical data monitoring and identity theft protection product. If a Settlement Class Member does not submit documentation supporting a loss, or if the Settlement Administrator rejects the Claim for any reason and the Settlement Class Member fails to cure the Claim, the Claim will be rejected. If the Settlement Class Member submitted only a Claim for a Cash Payment for Documented Losses that is rejected, the Claim will then default to a *Pro Rata* Cash Payment Claim. Defendant will pay all Valid Claims for Cash Payments for Documented Losses out of the $35,000.00 that Defendant will pay under the Settlement.

b. ***Pro Rata* Cash Payment**: As an alternative to a Cash Payment for Documented Losses, all Settlement Class Members may submit a Claim for a *Pro Rata* Cash Payment, which will entitle them to receive a share of $35,000.00 that Defendant will pay under the Settlement that is remaining after Defendant pays all Valid Claims for Cash Payments for Documented

Losses. All Settlement Class Members who submit Valid Claims under this section will receive the same amount. The actual payment amount will not be known until the submission of all Claims and will be based on the total value of all Valid Claims for *Pro Rata* Cash Payments.

c. **Medical Data Monitoring**: In addition to a Cash Payment for Documented Losses or a *Pro Rata* Cash Payment, all Settlement Class Members who do not opt-out of the Settlement will automatically receive Medical Data Monitoring that includes one (1) year of CyEx's Medical Shield Complete. The product includes credit monitoring with one bureau, with additional monitoring of: (a) healthcare insurance plan IDs; (b) healthcare beneficiary identifier IDs; (c) medical records; (d) national provider identifiers; (e) international classification of disease; (f) health savings accounts; (g) high risk transactions; and (h) the Dark Web. The product also provides $1,000,000.00 of identity theft insurance and contains real-time alerts and victim assistance. Medical Data Monitoring activation codes will be sent to Settlement Class Members on their Notice and will be activated following the Effective Date.

67. ***Settlement Administration Costs.*** The Defendant will pay all Settlement Administration Costs directly to the Settlement Administrator. Defendant and the Settlement Administrator will enter into a separate price-capped agreement, and Plaintiffs, the Settlement Class, and Class Counsel will have no liability with respect to payment under that agreement. Within five days after Preliminary Approval, the Settlement Administrator shall provide Defendant an invoice for the initial Notice costs. Within 30 days, and, upon receipt of sufficient payment

information from the Settlement Administrator including wiring instructions, a contact for voice verification, completion of voice verification, and a properly completed and duly executed IRS Form W-9, along with any other necessary forms, Defendant will pay or cause to be paid the invoiced amount to the Settlement Administrator.

V. Settlement Approval

68. Upon execution of this Agreement by the Defendant and Class Counsel, Class Counsel shall file a Motion for Preliminary Approval. Defendant will have an opportunity to review the Motion for Preliminary Approval before it is filed.

69. The Motion for Preliminary Approval shall, among other things, request the Court enter the Preliminary Approval Order, which will, at a minimum: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) appoint Class Counsel to represent the Settlement Class, Plaintiffs as Class Representatives, and the Settlement Administrator to administer the Settlement; (4) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (5) approve the Claim Process set forth herein and the form and content of the Claim Form; (6) approve the procedures for individuals in the Settlement Class to opt-out of or object to the Settlement; (7) stay the Action pending Final Approval of the Settlement; and (8) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, Class Counsel, and Defendant's Counsel.

VI. Settlement Administrator

70. The Parties agree that, subject to Court approval, Simpluris shall be the Settlement Administrator. The Parties shall jointly oversee the Settlement Administrator. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and herein

and comply with all applicable laws, including, but not limited to, the Due Process Clause of the United States Constitution and the State of Idaho.

71. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program, handling the Claims Process, collecting funds necessary to pay for the Settlement Administration Costs, Settlement Class Member Benefits, attorneys' fees and costs, and Service Awards, ensuring Medical Data Monitoring codes are activated, and distributing the Cash Payments to Settlement Class Members who submit Valid Claims.

72. The Settlement Administrator's duties include:

a. Completing the Court-approved Notice Program by noticing the Settlement Class by Email Notice and/or Postcard Notice, sending Long Form Notices and paper Claim Forms upon request from individuals in the Settlement Class, reviewing Claim Forms, and notifying Claimants of deficient Claim Forms using the Notice of Deficiency;

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

c. Establishing and maintaining the Settlement Website to provide important information about the Settlement and electronic submission of Claim Forms;

d. Establishing and maintaining an automated toll-free telephone line for the Settlement Class to call with Settlement-related inquiries, and answer frequently asked questions of individuals in the Settlement Class who call with

or otherwise communicate such inquiries;

e. Responding to any mailed Settlement Class Member inquiries;

f. Sending Long Form Notices to Settlement Class Members upon their request;

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

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

i. In advance of the Final Approval Hearing, preparing a declaration confirming the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received and providing details of the Settlement Class Member Benefits claimed, providing the names of each individual in the Settlement Class who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;

j. Reviewing Claim Forms submitted by Settlement Class Members to determine whether they are eligible for Settlement Class Member Benefits;

k. Sending an invoice to Defendant requesting payment of funds necessary to pay for Medical Data Monitoring and Cash Payments to Settlement Class Members who submitted Valid Claims;

l. Distributing Cash Payments to Settlement Class Members by electronic means;

m. Confirming that CyEx LLC activates the Medical Data Monitoring codes following the Effective Date; and

n. Any other Settlement Administration function at the instruction of Class Counsel and Defendant's Counsel, including, but not limited to, verifying that Settlement Class Member Benefits have been properly distributed.

VII. Notice to the Settlement Class

73. Defendant will provide the Settlement Administrator with the Class List no later than 10 days after entry of the Preliminary Approval Order.

74. The Notice Program and Notices will be reviewed and approved by the Settlement Administrator. The Notices may be revised if agreed upon by the Parties prior to submission to the Court for approval. Immaterial revisions to the Notices may also be made prior to dissemination of Notice.

75. Within 30 days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program using the forms of Notice approved by the Court. This includes sending Email Notices and/or Postcard Notices to all Settlement Class Members. Email Notices will go to all Settlement Class Members for which an email address is contained in the Class List or the Settlement Administrator is able to identify. Postcard Notices shall go to all those Settlement Class Members for which an email address is not provided in the Class List or for which their Email Notice bounced-back. The dissemination of the Notices shall be completed within 15 days of the Notice Date. The Settlement Administrator will use its best efforts to ensure addresses are current, and in the event Notices are returned undeliverable, will attempt to identify better addresses and thereafter remail Postcard Notices as appropriate.

76. The Email Notice and Postcard Notice shall include, among other information: a description of the material terms of the Settlement; a Medical Monitoring activation code, instructions on how to submit a Claim Form; the Claim Form Deadline for Claimants to submit Claims; the Opt-Out Deadline for individuals in the Settlement Class to opt-out of the Settlement Class; the Objection Deadline for Settlement Class Members to object to the Settlement and/or the Application for Attorneys' Fees, Costs, and Service Awards; the Final Approval Hearing date; and the Settlement Website address at which Settlement Class Members may access this Agreement and other related documents and information. Class Counsel and Defendant's Counsel shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

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

78. The Long Form Notice also shall include a procedure for individuals in the Settlement Class to opt-out of the Settlement and the Email Notice and Postcard Notice shall direct individuals in the Settlement Class to review the Long Form Notice to obtain the opt-out instructions. Individuals in the Settlement Class may opt-out of the Settlement Class at any time before the Opt-Out Deadline by mailing a request to opt-out to the Settlement Administrator

postmarked no later than the Opt-Out Deadline. The opt-out request must (1) be personally signed by the Settlement Class Member; (2) contain the name, address, telephone number, and email address (if any); (3) include the case name and case number, *In re Lakeside Pediatric Data Breach Litigation*, Case No. CV-28-26-1876 (Kootenai Cnty., Idaho); and (4) include a statement indicating a request to be excluded from the Settlement Class. Any individual in the Settlement Class who does not timely and validly request to opt-out shall be bound by the terms of this Agreement, including the Releases, even if he or she does not submit a Valid Claim, and even if he or she has pending, or subsequently initiates, litigation, arbitration, or any other proceeding against Defendant relating to the Released Claims. Mass or class requests to opt-out filed by third parties on behalf of a mass or class of Settlement Class Members or multiple Settlement Class Members where the opt-out has not been signed by each and every individual Settlement Class Member will not be allowed.

79. The Long Form Notice also shall include a procedure for the Settlement Class to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards, and the Email Notice and Postcard Notice shall direct the Settlement Class to review the Long Form Notice to obtain the objection instructions. Objections must be mailed to the Clerk of the Court, Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted no later than the Objection Deadline, as specified in the Notice. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

80. For an objection to be considered by the Court, the objection must include all of the

following information:

a. The case name and case number: *In re Lakeside Pediatric Data Breach Litigation*, Case No. CV-28-26-1876 (Kootenai Cnty., Idaho);

b. the objector's full name, mailing address, telephone number, and email address (if any);

c. documentation sufficient to establish membership in the Settlement Class, such as a copy of the Email Notice or Postcard Notice the objector received;

d. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;

e. the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;

f. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards;

g. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the

trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;

h. the identity of all counsel for the objector intending on appearing at the final approval;

i. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);

j. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing;

k. a statement confirming whether the objector and/or objector's counsel utilized any form of artificial intelligence in preparation of the objection; and

l. the objector's signature (an attorney's signature is not sufficient).

81. Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel, including taking depositions and propounding discovery. Failure to strictly comply with each of the requirements set forth above will result in an objection being overruled on procedural grounds without consideration of the merits of the objection.

82. Any Settlement Class Member who opts-out of the Settlement, and also objects to the Settlement, regardless of which was submitted first, will be deemed to have opted-out of the Settlement and the objection will be overruled.

VIII. Claim Process and Disbursement of Settlement Class Member Benefits

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

84. Claim Forms may be submitted online through the Settlement Website or through

U.S. Mail by sending them to the Settlement Administrator at the address designated on the Claim Form. Claim Forms must be submitted online or postmarked by the Claim Form Deadline.

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

86. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate claims. No Settlement Class Member may submit more than one Claim Form. The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class Member. The Settlement Administrator shall use its best efforts to determine whether there is any duplication of claims, and if there is, contact the Settlement Class Member in an effort to determine which Claim Form is the appropriate one for consideration.

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

Parties and ultimate oversight by the Court.

88. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Claimant or Settlement Class Member of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the Claimant's physical or e-signature. A Claimant shall have until the Claim Form Deadline, or 10 days from the date the Notice of Deficiency is sent to the Claimant via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Claimant timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Claimant does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendant and Class Counsel otherwise agree.

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

a. Failure to fully complete and/or sign the Claim Form;

b. Illegible Claim Form;

c. The Claim Form is fraudulent;

d. The Claim Form is duplicative of another Claim Form;

e. The Claimant is not a Settlement Class Member;

f. The Claimant submitted a timely and valid request to opt-out of the Settlement Class;

g. The person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted;

h. Failure to submit a Claim Form by the Claim Form Deadline; and/or

i. The Claim Form otherwise does not comply with the requirements of this Settlement.

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

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

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

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

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

91. The Settlement Administrator shall provide all information gathered in investigating Claims, including, but not limited to, copies of all correspondence and email and all notes of the Settlement Administrator, the decision reached, and all reasons supporting the

decision, if requested by Class Counsel or Defendant's Counsel. Additionally, Class Counsel and Defendant's Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

92. The Settlement Administrator will provide a final accounting to Defendant for the collection of payment for the Cash Payments within 20 days of the Effective Date. Defendant will pay the amount on the invoice within 30 days of receipt of the invoice, all payment instructions, a contact for voice verification, completion of voice verification, and a Form W-9 from the Settlement Administrator.

93. The Settlement Administrator shall distribute the Cash Payments and ensure Medical Data Monitoring activation codes are activated no later than 60 days after the Effective Date.

94. Cash Payments will be made electronically. Settlement Class Members will select their desired form of payment on the Claim Form. Class Members will have 30 days to select their form of payment. Settlement Class Members who do not select a form of electronic payment or those who provide incorrect or incomplete electronic payment information will not receive a Cash Payment.

95. In the event of any complications arising in connection with the issuance of an electronic payment, the Settlement Administrator shall provide written notice to Class Counsel and Defendant's Counsel. Absent specific instructions from Class Counsel and Defendant's Counsel, the Settlement Administrator shall proceed to resolve the dispute using its best practices and procedures, but in no event longer than 60 days, to ensure that the funds are fairly and properly distributed to the person or persons who are entitled to receive them. In the event the Settlement Administrator is unable to distribute funds to the person or persons entitled to receive them due to

incorrect or incomplete information provided to the Settlement Administrator, the Settlement Class Member shall forfeit their entitlement right to the funds, and shall be bound by the Settlement Agreement and the terms herein.

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

IX. Final Approval Order and Final Judgment

97. Plaintiffs shall file their Motion for Final Approval of the Settlement inclusive of Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards, no later than 45 days before the initial date set for the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiffs' Motion for Final Approval of the Settlement and Application for Attorneys' Fees, Costs, and Service Awards. In the Court's discretion, the Court also will hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement and/or to the Application for Attorneys' Fees, Costs, and Service Awards, provided the objector(s) submitted timely objections that meet all the requirements listed in the Agreement.

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

a. Determine that the Settlement is fair, adequate and reasonable;

b. Finally certify the Settlement Class for settlement purposes only;

c. Affirm the interim and/or conditional appointments of Class Representatives, Class Counsel, and the Settlement Administrator;

d. Determine that the Notice Program satisfies Due Process requirements;

e. Bar and enjoin all Releasing Parties from asserting any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; bar and enjoin all Releasing Parties from pursuing any Released Claims against Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;

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

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

X. Service Awards, Attorneys' Fees and Costs

99. ***Service Awards*** – Class Counsel shall request, and Defendant will not oppose, Service Awards for the Class Representatives in an amount not to exceed $1,000.00 each, or $6,000.00 total. The Service Award payments to Class Representatives shall be separate and apart from their entitlement to Cash Payments. Defendant shall pay or cause to be paid the Court-approved Service Awards to Class Counsel by wire within 14 days of the Effective Date, and upon Class Counsel providing all payment instructions, a contact for voice verification, completion of voice verification, and a Form W-9.

100. ***Attorneys' Fees and Costs*** - Class Counsel shall apply to the Court for a total award

of attorneys' fees and costs of up to $120,000.00. Court-approved attorneys' fees and costs shall be paid by Defendant to Class Counsel within 14 days of the Effective Date by wire transfer to an account designated by Class Counsel, and upon providing all payment instructions, a contact for voice verification, completion of voice verification, and a Form W-9.

101. This Settlement is not contingent on the Court's approval of the request for attorneys' fees and costs or Service Awards, and if the Court denies the request or grants amounts less than the amounts requested, the remaining provisions of the Agreement shall remain in force.

102. The provisions for attorneys' fees, costs or Service Awards were not negotiated until after the Parties reached an agreement as to all the substantive terms of the Settlement.

XI. Releases

103. Upon the Effective Date, and in consideration of the Settlement relief and other consideration described herein, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and irrevocably released, acquitted, relinquished, and forever discharged Defendant and the Released Parties from any and all past, present, and future claims and causes of action related to Data Incident, including but not limited to any causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality. The Releasing Parties shall be forever barred from instituting, maintaining or prosecuting any and all liabilities, rights, claims, actions, causes of actions, demands, damages, costs, attorneys' fees, losses, and remedies, whether known or unknown, asserted or unasserted, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, based on contract, tort, or any other theory, whether on behalf of themselves or others, that result from, arise out of, are based upon, or relate to the Data Incident that the Releasing Parties may have had. Each

Party expressly waives including but not limited to any federal or state statute, any federal or state law or common law claims arising out of or relating to the Data Incident that the Releasing Parties may have or had, whether known or unknown, such as under the Idaho Consumer Protection Act, Idaho Code Section 48-601, *et seq.*; California's Consumer Privacy Act, California Civil Code section 1798.100, *et seq.*; and California's Unfair Competition Law, California Civil Code section 17200 *et seq.* Each Party expressly waives all rights under California Civil Code section 1542, which provides as follows:

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

The Releasing Parties also waive the provisions and rights of any law(s) that are comparable in effect to California Civil Code section 1542 (including, without limitation, Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11). The Releasing Parties agree that, once this Agreement is executed, they will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, arbitration, or similar proceeding, in any capacity whatsoever, against any of the Released Parties based on any of the Released Claims. Settlement Class Representatives and Class Counsel acknowledge, and each Participating 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.

104. The Releasing Parties agree that, once this Agreement is executed, they fully and finally release Defendant and the Released Parties, they will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, arbitration, or similar proceeding, in any capacity whatsoever, against any of the Released Parties based on any of the Released Claims.

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

106. The power to enforce any term of this Settlement is not affected by the releases in this Section XI.

XII. Termination of Settlement

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

a. Court approval of the Settlement consideration and the Releases set forth in this Agreement;

b. The Court having entered the Preliminary Approval Order;

c. The Court having entered the Final Approval Order, and all objections, if any, being overruled, and all appeals taken from the Final Approval Order having been resolved in favor of Final Approval; and

d. The Effective Date having occurred.

108. If any of the conditions specified in the preceding paragraph are not met, or if the Court otherwise imposes any modification to or condition to approval of the Settlement to which the Parties do not consent, then this Agreement shall be cancelled and terminated, and will be of no force or effect, and will not be referred to or utilized for any purpose. Should the Court not enter the Preliminary Approval or the Final Approval Order, Defendant does not waive, and expressly reserves, all rights to defend this Action and oppose certification of any class in this action.

109. In the event more than 50 Settlement Class Members exercise their right to opt out or exclude themselves from the Settlement Class, Defendant shall have the option to terminate this Agreement. Defendant shall notify Class Counsel and the Court of its intention to terminate this Agreement pursuant to this paragraph within 10 days after the last day on which Settlement Class Members may submit a request for exclusion, or the option to terminate shall be considered waived.

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

XIII. Effect of Termination

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

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

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

XIV. No Admission of Liability

114. This Agreement reflects the Parties' compromise and settlement of disputed claims. This Agreement shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law. Defendant maintains that Plaintiffs' claims do not have merit and has denied and continues to deny each of the claims and contentions alleged in any complaint, including the Complaint, and denies all liability and all allegations of wrongdoing. Defendant specifically denies that a class could or should be certified in the Action for litigation purposes. Defendant does not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Defendant has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action.

115. Class Counsel believe the claims asserted in the Action have merit, and they have

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

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

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

118. In addition to any other defenses Defendant or the Released Parties may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to and may be used as the basis for an injunction against any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement or the Releases contained herein.

XV. Miscellaneous Provisions

119. ***Confidentiality.*** To the extent permitted by ethics rules, the Parties and their counsel shall keep confidential all settlement communications, including communications regarding the negotiation and drafting of this Agreement. This paragraph shall not be construed to limit or impede the Notice requirements contained in this Agreement, nor shall this paragraph be construed to prevent Class Counsel or Defendant's Counsel from notifying or explaining that the Action has settled or limit the representations that the Parties or their counsel may make to the Court to assist in the Court's evaluation of the Settlement, Preliminary Approval, Final Approval, and any objection to the Settlement's terms. Defendant may also provide information about the Agreement to its attorneys, members, partners, insurers, brokers, agents, and other persons or entities as required by securities laws, other applicable laws and regulations, and as necessary to affect the Settlement.

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

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

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

123. ***Obligation to Meet and Confer***. Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and

certify to the Court that they have met and conferred in an attempt to resolve the dispute.

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

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

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

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

128. ***Jurisdiction***. The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of the agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Court

shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining all Releasing Parties from asserting any of the Released Claims and from pursuing any Released Claims against the Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order.

129. ***Court Modifications to Agreement.*** The Parties understand and agree that the time periods and/or dates described in this Agreement with respect to the giving of notices and hearings are subject to approval and change by the Court or by the written agreement of both Parties' counsel, without notice to Settlement Class Members except that the Claim Administrator shall ensure that such dates are posted on the Settlement Website. Except for changes to the time periods as set forth in the prior paragraph, all other terms and limitations set forth in this Agreement and in the documents referred to or incorporated herein (including but not limited to the Long Form Notice, Short Form Notice, and the Claim Form) shall be deemed material to the Parties' agreement, and in the event any such other term is altered or amended by the Court (including if the Court refuses to certify the Settlement Class and/or modifies the definition of the class), or any other court, or if any federal or state authority objects to or requires modifications to the Agreement, any Party whose rights or obligations are affected by the alteration or amendment may terminate this Agreement upon written notice to the other Party. The termination of the Agreement shall be deemed effective five days after the provision of notice pursuant to this Paragraph, or at any later date agreed in writing by the Parties.

130. ***Notices***. All notices provided for herein shall be sent by email with a hard copy sent by overnight mail as follows:

If to Plaintiffs or Class Counsel:

Jeff Ostrow
KOPELOWITZ OSTROW P.A.

1 West Las Olas Blvd., Ste. 500
Fort Lauderdale, Florida 33301
ostrow@kolawyers.com

John J. Nelson
MILBERG, PLLC
280 S. Beverly Drive - Penthouse Suite
Beverly Hills, CA 90212
jnelson@milberg.com

Jaren Wieland
MOOENY WIELAND WARREN PLLC
512 Idaho St., Ste. 103
Boise, ID 83702
Jaren.wieland@mooneywieland.com

If to Defendant or Defendant's Counsel:

Casie D. Collignon
Sean B. Solis
BAKER & HOSTETLER LLP
1801 California Street, Ste. 4400
Denver, CO 80202
ccollignon@bakerlaw.com
ssolis@bakerlaw.com

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

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

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

133. ***Authority***. Class Counsel and Defendant, represent and warrant that the persons

signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation, or entity included within the definitions of Plaintiffs and Defendant to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

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

135. ***Independent Investigation and Decision to Settle***. The Parties understand and acknowledge they: (a) have performed an independent investigation of the allegations of fact and law made in connection with the Action; and (b) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. All Parties recognize and acknowledge they reviewed and analyzed data that they and their counsel, consultants, and/or experts used to make certain determinations, arguments, and settlement positions. The Parties agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in connection with the Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or

differences in facts or law, subsequently occurring or otherwise.

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

CLASS COUNSEL (for Plaintiffs)

Jeffrey Ostrow
Jeffrey Ostrow (Aug 31, 2026 16:10:25 EDT)

Jeff Ostrow
KOPELOWITZ OSTROW P.A.

John Nelson
John Nelson (Sep 3, 2026 20:53:33 GMT+2)

John Nelson
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Jaren Wieland

Jaren Wieland
MOONEY WIELAND WARREN PLLC

LAKESIDE PEDIATRIC & ADOLESCENT MEDICINE, P.L.L.C.

Signed by:
Jean Prince
07C106656234483...

By: Jean Prince
Its: MD

COUNSEL FOR LAKESIDE PEDIATRIC & ADOLESCENT MEDICINE, P.L.L.C.

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CLASS COUNSEL (for Plaintiffs)

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Jaren Wieland
MOONEY WIELAND WARREN PLLC

LAKESIDE PEDIATRIC & ADOLESCENT MEDICINE, P.L.L.C.

By:
Its:

COUNSEL FOR LAKESIDE PEDIATRIC & ADOLESCENT MEDICINE, P.L.L.C.

Casie Collignon
BAKER & HOSTETLER LLP

Stacey Beaumont
HAWLEY TROXELL ENNIS & HAWLEY LLP

EXHIBIT 1

TO: «Email Address»
FROM: "Lakeside Pediatric Data Incident Settlement" «info@[SettlementWebsite].com»
SUBJECT: Lakeside Pediatric Data Incident Settlement – You are Eligible to File a Claim

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LEGAL NOTICE

In re Lakeside Pediatric Data Breach Litigation
Case No. CV-28-26-1876
District Court for Kootenai County, Idaho

IF YOU WERE SENT NOTICE THAT YOUR PRIVATE INFORMATION WAS POTENTIALLY INVOLVED IN THE OCTOBER 2024 LAKESIDE PEDIATRIC & ADOLESCENT MEDICINE, P.L.L.C., DATA INCIDENT, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS, AND ENTITLE YOU TO SETTLEMENT BENEFITS.

A court has authorized this Notice. This is not a solicitation from a lawyer.
You are not being sued.
Please read this Notice carefully and completely.

Dear «First» «Last»:

A Settlement has been reached with Lakeside Pediatric & Adolescent Medicine, P.L.L.C. ("Lakeside Pediatric" or "Defendant") in a class action lawsuit. The case involves a October 2024 cyberattack in which a criminal third-party gained unauthorized access to Lakeside Pediatric's network (the "Data Incident"). Certain files containing private information were potentially accessed.

Lakeside Pediatric denies all claims and allegations of wrongdoing, and denies all liability. The Court has not decided that Lakeside Pediatric did anything wrong. The parties have agreed to settle the lawsuit ("Settlement") to avoid the risks, disruption, and uncertainties of continued litigation.

A copy of the Settlement Agreement is available at www.[SettlementWebsite].com.

Who is included in the Settlement? The Court has defined the class as: "All living individuals residing in the United States who were sent notice, including Notice of this Settlement, that their Private Information may have been involved in the Data Incident."

The Court has appointed experienced attorneys, called Class Counsel, to represent the Class.

What are the Settlement Class Member Benefits?

Medical Data Monitoring: You can claim one year of Medical Data Monitoring from CyEx Medical Shield Complete.

YOUR ENROLLMENT CODE IS: «EnrollmentCode»

Save this enrollment code. Enrollment instructions will be available on the Settlement website after the Court grants Final Approval. Visit www.[SettlementWebsite].com/enroll to sign up for a reminder email when your enrollment code can be activated.

Cash Payment for Documented Losses: If you have documented losses you can submit a Claim for up to $2,500 for losses related to the Data Incident resulting from fraud and/or identity theft.

***Pro Rata* Cash Payment:** As an alternative to a Cash Payment for Documented Losses, you can get a one-time *Pro Rata* Cash Payment. The actual payment amount will not be known until the submission of all Claims and will be based on the total value of all Valid Claims for *Pro Rata* Cash Payments.

How do I receive Settlement Class Member Benefits? Visit www.[SettlementWebsite].com to submit your claim.

To receive a paper copy and submit by US Mail, call (XXX) XXX-XXXX, or email your request to info@[SettlementWebsite].com. **Claims must be submitted online or postmarked by [Claims Deadline]**.

What if I don't want to participate in the Settlement? If you do not want to be legally bound by the Settlement, you must exclude yourself by [**Opt-Out Deadline**] or you will not be able to sue Lakeside Pediatric or the Released Parties for any of the Released Claims resolved in *this* lawsuit. For more information regarding the Releases and Released Claims, please visit www.[SettlementWebsite].com. If you exclude yourself, you cannot get benefits from this Settlement. If you want to object to the Settlement, you may file an objection by [**Objection Deadline**]. The Settlement Agreement, available on the Settlement Website at www.[SettlementWebsite].com, explains how to exclude yourself or object.

When will the Court decide whether to approve the Settlement? The Court will hold a Final Approval Hearing in this case on [FA Hearing Date] at the [Court Address], or by virtual or telephonic means, to consider whether to approve the Settlement. The Court will also consider Class Counsel's request for attorneys' fees and costs of up to $120,000.00, and Service Awards of $1,000.00 for each of the Plaintiffs for serving as Class Representatives. You may attend the hearing at your own cost, but you do not have to.

This notice email is only a summary. For more information, call (XXX) XXX-XXXX or click here: **www.[SettlementWebsite].com**.

Login ID: «ClaimLoginID»
PIN: «ClaimLoginPIN»

SIMID: *«SIMID»*
CaseID: *[CaseID]*

EXHIBIT 2

Why am I receiving this Notice? A Settlement has been reached with Lakeside Pediatric & Adolescent Medicine, P.L.L.C. ("Lakeside Pediatric") in a class action lawsuit. The case is about the October 2024 cyberattack on Lakeside Pediatric's network (the "Data Incident"). Files containing private information were potentially accessed. Lakeside Pediatric denies all claims and allegations of wrongdoing, and denies all liability. The Court has not decided who is right. The parties have agreed to settle the lawsuit ("Settlement") to avoid the risks, disruption, and uncertainties of continued litigation. A copy of the Settlement Agreement is available online.

Who is included in the Settlement? The Court has defined the class as: "All living individuals residing in the United States who were sent notice, including Notice of this Settlement, that their Private Information may have been involved in the Data Incident."

The Court has appointed experienced attorneys, called "Class Counsel," to represent the Class.

What are the Settlement Class Member Benefits?

Medical Data Monitoring: You can claim one year of **Medical Data Monitoring** from CyEx Medical Shield Complete.

YOUR ENROLLMENT CODE IS: «EnrollmentCode»

Save this enrollment code. Enrollment instructions will be available on the Settlement website after the Court grants Final Approval. Visit www.[SettlementWebsite].com/enroll to sign up for a reminder email when your enrollment code can be activated.

Cash Payment for Documented Losses: If you have documented losses you can get back up **$2,500**.

Pro Rata Cash Payment: As an alternative to a Cash Payment for Documented Losses, you can get a one-time *Pro Rata* Cash Payment.

Full details and instructions are available online.

How do I receive a Settlement Class Member Benefit? If you are claiming a payment for documented losses, file all of your claims online. Otherwise, you may request a paper copy. For a full paper Claim Form call **(XXX) XXX-XXXX**. **Claims must be submitted online or postmarked by [Claims Deadline].**

What if I don't want to participate in the Settlement? If you do not want to be part of the Settlement, you must exclude yourself by **[Opt-Out Deadline]** or you will not be able to sue Lakeside Pediatric or the Released Parties for any of the Released Claims resolved in *this* lawsuit. If you exclude yourself, you cannot get benefits from this Settlement. If you want to object to the Settlement, you may file an objection by **[Objection Deadline].** The Settlement Agreement, available online, explains how to exclude yourself or object.

When will the Court approve the Settlement? The

QR code

MD bar code

www.[SettlementWebsite].com

This Notice is only a summary. Visit the Settlement Website online or scan this QR code for complete information.

CaseID: [CaseID]
SIMID: «SIMID»

BUSINESS REPLY MAIL
FIRST-CLASS MAIL PERMIT NO 47 COSTA MESA CA
POSTAGE WILL BE PAID BY ADDRESSEE

NO POSTAGE NECESSARY IF MAILED IN THE UNITED STATES

Lakeside Pediatric Data Incident Settlement
c/o Settlement Administrator
P.O. Box [PO Box Number]
Santa Ana, CA 92799-9958

Lakeside Pediatric Data Incident Settlement
c/o Settlement Administrator
P.O. Box _____
Santa Ana, CA 92799-9958

First-Class Mail
US Postage Paid
Permit #__

In re Lakeside Pediatric Data Breach Litigation
Case No. CV-28-26-1876
District Court for Kootenai County, Idaho

IF YOU WERE SENT NOTICE THAT YOUR PRIVATE INFORMATION WAS POTENTIALLY INVOLVED IN THE OCTOBER 2024 LAKESIDE PEDIATRIC & ADOLESCENT MEDICINE, P.L.L.C., DATA INCIDENT, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS AND ENTITLE

A court has authorized this Notice.

This is not a solicitation from a lawyer.

You are not being sued.

LoginID: «ClaimLoginID»
PIN: «ClaimLoginPIN»

Postal Service: Please do not mark barcode

«IMbFullBarcodeEncoded»

«FirstName» «LastName»
«Address1» «Address2»
«City», «State» «Zip»

This Notice is only a summary. Visit www.[SettlementWebsite].com or scan this QR code for complete information.

QR code

MD bar code

Notify us if your contact information is different from what is shown above, or changes after submitting this form.

CaseID: [CaseID]
SIMID: «SIMID»

EXHIBIT 3

District Court for Kootenai County, Idaho

In re Lakeside Pediatric Data Breach Litigation
Case No. CV-28-26-1876

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

IF YOU WERE SENT NOTICE THAT YOUR PRIVATE INFORMATION WAS POTENTIALLY INVOLVED IN THE OCTOBER 2024 LAKESIDE PEDIATRIC & ADOLESCENT MEDICINE, P.L.L.C., DATA INCIDENT, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS, AND ENTITLE YOU TO SETTLEMENT BENEFITS

A court has authorized this Notice. This is not a solicitation from a lawyer.
You are not being sued.
Please read this Notice carefully and completely.

- A Settlement has been reached with Lakeside Pediatric & Adolescent Medicine, P.L.L.C. ("Lakeside Pediatric" or "Defendant") in a class action lawsuit. This case involves the October 2024 cyberattack in which a criminal third-party gained unauthorized access to Lakeside Pediatric's network (the "Data Incident"). Certain files that contained private information were potentially accessed. These files may have contained personal information such as: names, dates of birth, driver's license and/or state identification numbers, medical record numbers, diagnosis/conditions information, lab results, medications information, health care claims information, clinical/treatment information, and, for a limited number of individuals, Social Security numbers.
- The lawsuit is called *In re Lakeside Pediatric Data Breach Litigation*, Case No. CV-28-26-1876. It is pending in the District Court for Kootenai County, Idaho (the "Litigation").
- Lakeside Pediatric denies all claims and allegations of wrongdoing, and the Court has not decided who is right.
- The parties have agreed to settle the lawsuit (the "Settlement") to avoid the costs and risks, disruptions, and uncertainties of continuing the Litigation.
- You have been identified as a Settlement Class Member, and you may be entitled to Settlement Class Member Benefits.

- Your rights are affected whether you act or don't act. ***Please read this Notice carefully and completely.***

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM	The only way to receive benefits or payments from this Settlement is by submitting a valid and timely Claim Form. The fastest way to submit your Claim Form is online at www.[SettlementWebsite].com. If you prefer, you can download the Claim Form from the Settlement Website and mail it to the Settlement Administrator. You may also call or email the Settlement Administrator to receive a paper copy of the Claim Form.	**Submitted online or postmarked by** **_____, 2026**
OPT OUT OF THE SETTLEMENT	You can choose to opt out of the Settlement and receive no Settlement Class Member Benefits. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendant or the Released Parties related to the Released Claims resolved by this Settlement. You can hire your own lawyer at your own expense.	**_____, 2026**
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	If you do not opt out of the Settlement, you may object to it by writing to the Court about why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a Claim for Settlement Class Member Benefits.	**_____, 2026**
DO NOTHING	Unless you opt out of the Settlement, you are automatically part of the Settlement. If you do nothing, you will not receive benefits or payments from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant or the Released Claims related to the Released Claims resolved by this Settlement.	No Deadline

- These rights and options—**and the deadlines to exercise them—**are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION 3
WHO IS IN THE SETTLEMENT 4
THE SETTLEMENT BENEFITS 4
SUBMITTING A CLAIM FORM FOR SETTLEMENT BENEFITS 6
THE LAWYERS REPRESENTING YOU 6
EXCLUDING YOURSELF FROM THE SETTLEMENT 7
OBJECTING TO THE SETTLEMENT 7
THE FINAL APPROVAL HEARING 9
IF I DO NOTHING 9
GETTING MORE INFORMATION 10

Basic Information

1. Why was this Notice issued?

The District Court for Kootenai County, Idaho, authorized this Notice. You have a right to know about the proposed Settlement of this class action lawsuit, and about all of your options, before the Court decides whether to grant Final Approval of the Settlement. This Notice explains the lawsuit, your legal rights, what benefits are available, and who can receive them.

The lawsuit is called *In re Lakeside Pediatric Data Breach Litigation*, Case No. CV-28-26-1876. It is pending in the District Court for Kootenai County, Idaho. The people that filed this lawsuit are called the "Plaintiffs" (or "Class Representatives") and the company they sued, Lakeside Pediatric & Adolescent Medicine, P.L.L.C., is called the "Defendant."

2. What is this lawsuit about?

This lawsuit alleges that in October 2024, Defendant became aware of a targeted cyberattack in which a criminal third-party gained unauthorized access to Lakeside Pediatric's network. Certain files that contained private information were potentially accessed. These files may have contained personal information such as: names, dates of birth, driver's license and/or state identification numbers, medical record numbers, diagnosis/conditions information, lab results, medications information, health care claims information, clinical/treatment information, and, for a limited number of individuals, Social Security numbers.

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are called the "Plaintiffs" or "Class Representatives." Together, the people included in the class action are called a "Class" or "Class Members." One court resolves the lawsuit for all Class Members, except for those who opt out from the Settlement. In this Settlement, the Class Representatives are: Hailey Simcox, on behalf of H.S., a minor, Chloe Alves, on behalf of M.J., a minor, Tyler Stanley, Lisa Keating, on behalf of G.K., a minor, Pamela Moser, on behalf of O.M., a minor, and Brandon Rosen, on behalf of K.R., a minor. Everyone included in this Action are the Class Members.

4. Why is there a Settlement?

The Court did not decide whether the Plaintiffs or the Defendant are right. Both sides have agreed to a Settlement to avoid the costs and risks of a trial, and to allow the Class Members to receive benefits from the Settlement. The Plaintiffs and their attorneys think the Settlement is best for all Class Members.

Who is in the Settlement?

5. Who is included in the Settlement?

The court has defined the Class this way: "All living individuals residing in the United States who were sent notice, including Notice of this Settlement, that their Private Information may have been involved in the Data Incident."

6. Are there exceptions to being included?

Yes. Excluded from the Class are: (1) Defendant and its officers and directors, and any entity in which Defendant has a controlling interest; (2) all people who properly and timely opt-out of the Settlement Class; (3) the Court, the Judge's immediate family, and Court staff; (4) governmental entities; and (5) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident, or who pleads *nolo contendere* to any such charge.

If you are not sure whether you are a Class Member, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: info@[SettlementWebsite].com
- Call toll free, 24/7: (XXX) XXX-XXXX
- By mail: Lakeside Pediatric Data Incident Settlement
  c/o Settlement Administrator
  [PO Box Number]
  Santa Ana, CA 92799-9958

You may also view the Settlement Agreement at www.[SettlementWebsite].com.

The Settlement Benefits

7. What does the Settlement provide?

All Settlement Class Members may submit a Claim for receive: Medical Data Monitoring **and** Cash Payment for Documented Losses **or** a *Pro Rata* Cash Payment . These benefits are described in more detail below.

MEDICAL DATA MONITORING. All Class Members are eligible to enroll in one year of CyEx Medical Shield Complete. Enrollment codes have been sent to all Class Members by postcard and/or email. If you no longer have your enrollment code, please contact the Settlement Administrator.

This comprehensive service comes with $1 million of medical identity theft insurance, and includes monitoring for:

- healthcare insurance ID exposure
- Medical Record Number (MRN) exposure

- unauthorized Health Savings Account (HSA) spending

AND

Cash Payment for Documented Losses. If you incurred actual, documented out-of-pocket losses traceable to the Data Incident, you may submit a Claim not to exceed **$2,500.00**. The losses must have occurred between October 15, 2024, and [Claims Deadline].

This benefit covers out-of-pocket expenses like:

- losses because of identity theft or fraud
- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

You need to send documented proof, like bank statements or receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a Valid Claim. Your proof or notes should show that your expenses were because of the Data Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

OR

***Pro Rata* Cash Payment.** As an alternative to a *Cash Payment for Documented Losses*, you may submit a Claim for a one-time *Pro Rata* Cash Payment. The exact payment amount will not be known until the submission of all Claims and will be based on the total value of all Valid Claims for *Pro Rata* Cash Payments.

You do not have to provide any proof or explanation to claim this payment.

A full description of how this works is available in Settlement Agreement, at www.[SettlementWebsite].com.

If you have questions about these Settlement Class Member Benefits, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: info@[SettlementWebsite].com
- Call toll free, 24/7: (XXX) XXX-XXXX
- By mail: Lakeside Pediatric Data Incident Settlement
  c/o Settlement Administrator
  [PO Box Number]
  Santa Ana, CA 92799-9958

8. What claims am I releasing if I stay in the Class?

If you stay in the class, you won't be able to be part of any other lawsuit against Lakeside Pediatric or the Released Parties for any of the Released Claims resolved by this Settlement. The "Releases" section of the Settlement Agreement (Section XI) describes the legal claims that you give up if you remain in the Class. The Settlement Agreement is available at www.[SettlementWebsite].com.

Submitting a Claim Form for a Settlement Class Member Benefits

9. How do I submit a Claim for a Settlement Class Member Benefit?

The fastest way to submit your Claim Form is online at www.[SettlementWebsite].com. If you prefer, you can download a printable Claim Form from the Settlement Website and mail it to the Settlement Administrator at:

Lakeside Pediatric Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

You may also contact the Settlement Administrator to request a Claim Form by telephone, toll free, (XXX) XXX-XXXX, by email info@[SettlementWebsite].com, or by U.S. mail at the address above.

10. Are there any important Settlement payment deadlines?

If you are submitting a Claim Form online, you must do so by [Claims Deadline]. If you are submitting a Claim by U.S. mail, the completed and signed Claim Form, including supporting documentation, must be postmarked no later than [Claims Deadline].

11. When will the Settlement Class Member Benefits be issued?

The Court will hold a Final Approval Hearing on [FA Hearing Date] (***see* Question 18)**. If the Court approves the Settlement, there may be appeals. We do not know if appeals will be filed, or how long it will take to resolve them if they are filed.

Settlement payments will be distributed if the Court grants Final Approval, and after any appeals are resolved.

The Lawyers Representing You

12. Do I have a lawyer in the case?

Yes, the Court has appointed attorneys Jeff Ostrow of Kopelowitz Ostrow P.A.; John J. Nelson of Milberg, PLLC; and Jaren Wieland of Mooney Wieland Warren PLLC, to represent you and other Class Members ("Class Counsel").

13. Should I get my own lawyer?

You will not be charged for Class Counsel's services. If you want your own lawyer, you may hire one at your expense.

14. How will Class Counsel be paid?

Class Counsel will ask the court to approve $120,000.00 as reasonable attorneys' fees and reimbursement of litigation costs. If approved, this amount will be paid by Lakeside Pediatric.

Class Counsel will also ask for Service Award payments of $1,000.00 for each of the Class Representatives, not to exceed $6,000.00. Any approved Service Award payments will also be paid by Lakeside Pediatric.

Excluding Yourself from the Settlement

15. How do I opt out of the Settlement?

If you do not want to be part of the Settlement, you must formally exclude yourself from the Settlement. This is called a Request for Exclusion, and is sometimes also called "opting out." If you opt out, you will not receive Settlement Class Member Benefits. However, you will keep any rights you may have to sue Lakeside Pediatric on your own about the legal issues in this case.

If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You will not be eligible to receive any Settlement Class Member benefits if you exclude yourself.

The deadline to exclude yourself from the Settlement is **[Opt-Out Deadline]**.

To be valid, your Request for Exclusion must have the following information:

(1) the name and number of the Litigation: *In re Lakeside Pediatric Data Breach Litigation*, Case No. CV-28-26-1876, pending in the District Court for Kootenai County, Idaho;

(2) your full name, mailing address, telephone number, and email address;

(3) personal signature; and

(4) the words "Request for Exclusion" or a clear and similar statement that you do not want to participate in the Settlement.

You may only exclude yourself—not any other person.

Mail your Request for Exclusion to the Settlement Administrator at:

Lakeside Pediatric Data Incident Settlement
ATTN: Exclusion Request
[PO Box Number]
Santa Ana, CA 92799-9958

Your Request for Exclusion must be postmarked by **[Opt-Out Deadline]**. You cannot opt out by telephone or by email.

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

Objecting to the Settlement

16. How do I tell the Court if I like or do not like the Settlement?

If you are a Class Member and do not like part or all of the Settlement, you can object to it. Objecting means telling the Court your reasons for why you think the Court should not approve the Settlement. The Court will consider your views.

You cannot object if you have excluded yourself from the Settlement (***see* Question 15**)

You must provide the following information for the Court to consider your objection:

(1) the name and number of the Litigation: *In re Lakeside Pediatric Data Breach Litigation*, Case No. CV-28-26-1876, pending in the District Court for Kootenai County, Idaho;

(2) your full name, mailing address, telephone number, and email address;

(3) documentation sufficient to establish membership in the Settlement Class, such as a copy of the Email Notice or Postcard Notice the objector received;

(4) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;

(5) the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;

(6) the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards;

(7) the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;

(8) the identity of all counsel for the objector intending on appearing at the final approval;

(9) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);

(10) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing;

(11) a statement confirming whether the objector and/or objector's counsel utilized any form of artificial intelligence in preparation of the objection; and

(12) your signature (if you have hired your own lawyer, their signature is not sufficient).

For your objection to be valid, it must meet each of these requirements.

Class Counsel or Defendant's Counsel may take limited discovery of the objector related to the objection, including the taking of the objector's deposition or requiring the objector to produce documents.

To be considered by the Court, you must file your complete objection with the Clerk of Court by [**OBJECTION DATE**]. You must also send a copy of the objection to the Settlement Administrator, Class Counsel, and counsel for Defendants.

Clerk of the Court	Settlement Administrator
Clerk of the Court 324 W Garden Avenue Coeur d'Alene, ID 83814	Lakeside Pediatric Data Incident Settlement ATTN: Objections [PO Box Number] Santa Ana, CA 92799-9958

Class Counsel	Counsel for Defendants
Jeff Ostrow **KOPELOWITZ OSTROW P.A.** 1 West Las Olas Boulevard, Suite 500 Fort Lauderdale, FL 33301 John J. Nelson **MILBERG, PLLC** 280 S. Beverly Drive, Penthouse Suite Beverly Hills, CA 90212 Jaren Wieland **MOOENY WIELAND WARREN PLLC** 512 Idaho Street, Suite 103 Boise, ID 83702	Casie D. Collignon Sean B. Solis **BAKER & HOSTETLER LLP** 1801 California Street, Suite 4400 Denver, CO 80202

17. What is the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is opting out and stating to the Court that you do not want to be part of the Settlement. If you opt out of the Settlement, you cannot object to it because the Settlement no longer affects you.

The Final Approval Hearing

18. When is the Court's Final Approval Hearing?

The Court will hold a Final Approval Hearing on **[FA Hearing Date] at [Hearing Time] Pacific Time**, in Room [Court Room] of the District Court for Kootenai County, Idaho, at [Court Address] or by virtual or telephonic means.

At the Final Approval Hearing, the Court will decide whether to approve the Settlement. The court will also decide whether to approve Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards, and whether to award Service Awards to the Class Representatives. The Court will also consider any timely and valid objections to the Settlement.

If you are a Class Member, you or your lawyer may ask permission to speak at the hearing at your own cost (***See* Question 16**).

The location, date, or time of the Final Approval Hearing may change without further notice. Please check www.[SettlementWebsite].com for updates.

19. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish, but you do not have to.

If you file an objection, you do not have to come to the Final Approval Hearing to talk about it; the Court will consider it as long as it was filed on time. You may also pay your own lawyer to attend, but you do not have to.

If I Do Nothing

20. What happens if I do nothing at all?

If you do nothing, you will not receive any Settlement Class Member Benefits.

You will also give up the rights described in **Question 8**.

Getting More Information

21. How do I get more information?

This Notice is a summary of the proposed Settlement. The full Settlement Agreement and other related documents are available at the Settlement Website, www.[SettlementWebsite].com.

If you have additional questions, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: info@[SettlementWebsite].com
- Call toll free, 24/7: (XXX) XXX-XXXX
- By mail: Lakeside Pediatric Data Incident Settlement
  c/o Settlement Administrator
  [PO Box Number]
  Santa Ana, CA 92799-9958

You can obtain copies of publicly filed documents by visiting the office of the Clerk of the Court, [Court Address].

DO NOT CONTACT THE COURT, CLERK OF COURT, OR DEFENDANT'S COUNSEL REGARDING THIS SETTLEMENT

EXHIBIT 4

CLAIM FORM AND RELEASE

DISTRICT COURT FOR KOOTENAI COUNTY, IDAHO

In re Lakeside Pediatric Data Breach Litigation
Case No. CV-28-26-1876

Lakeside Pediatric Data Incident Settlement
P.O. Box [PO Box Number]
Santa Ana, CA 92799

(XXX) XXX-XXXX
info@[SettlementWebsite].com
www.[SettlementWebsite].com

TO BE ELIGIBLE TO RECEIVE BENEFITS FROM THIS SETTLEMENT, YOU MUST BE A SETTLEMENT CLASS MEMBER.

The court has defined the Class this way: "All living individuals residing in the United States who were sent notice, including Notice of this Settlement, that their Private Information may have been involved in the Data Incident."

Excluded from the Settlement Class are: (1) Defendant and its officers and directors, and any entity in which Defendant has a controlling interest; (2) all people who properly and timely opt-out of the Settlement Class; (3) the Court, the Judge's immediate family, and Court staff; (4) governmental entities; and (5) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident, or who pleads *nolo contendere* to any such charge.

You may submit your Claim Form through the Settlement Website, www.[SettlementWebsite].com, or by completing and signing this Claim Form.

Claims must be received by [Claims Deadline].

Paper Claim Forms must be mailed through the United States Postal Service, so that they are received by the Claims Administrator **no later than [Claims Deadline]**. Please mail to:

Claims Administrator
Lakeside Pediatric Data Incident Settlement
P.O. Box [PO Box Number]
Santa Ana, CA 92799

Do not mail or deliver your Claim Form to the Court, the Settling Parties, or their counsel.

GENERAL INFORMATION

1. Complete information about the proposed Settlement is available at www.[SettlementWebsite].com.
2. If you submitted a request to be excluded from the Settlement, do not submit a claim.
3. Submit only one Claim Form, online or paper, per person.

AVAILABLE BENEFITS

All Settlement Class Members may submit a Claim to receive: Medical Data Monitoring **and** Cash Payment for Documented Losses **or** a *Pro Rata* Cash Payment. These benefits are described in more detail below.

MEDICAL DATA MONITORING. All Class Members are eligible to enroll in one year of CyEx Medical Shield Complete. Enrollment codes have been sent to all Class Members by postcard and/or email. If you no longer have your enrollment code, please contact the Settlement Administrator.

This comprehensive service comes with $1 million of medical identity theft insurance, and includes monitoring for:

- healthcare insurance ID exposure
- Medical Record Number (MRN) exposure
- unauthorized Health Savings Account (HSA) spending

If anything suspicious happens, you will be able to talk to a fraud resolution agent to help fix any problems.

AND

Cash Payment for Documented Losses. If you incurred actual, documented out-of-pocket losses traceable to the Data Incident, you can submit a Claim not to exceed **$2,500.00**. The losses must have occurred between October 15, 2024, and [Claims Deadline].

This benefit covers out-of-pocket expenses like:

- losses because of identity theft or fraud
- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

You need to send documented proof, like bank statements or receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a Valid Claim. Your proof or notes should show that your expenses were because of the Data Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

OR

***Pro Rata* Cash Payment.** As an alternative to a *Cash Payment for Documented Losses*, you may submit a Claim for a one-time *Pro Rata* Cash Payment. The exact payment amount will not be known

until the submission of all Claims and will be based on the total value of all Valid Claims for *Pro Rata* Cash Payments. You do not have to provide any proof or explanation to claim this payment.

A full description of how this works is available in Settlement Agreement, at www.[SettlementWebsite].com.

If you have questions about these Settlement Class Member Benefits, you can ask for free help any time by contacting the Settlement Administrator at:

Online:	www.[SettlementWebsite].com
By email:	info@[SettlementWebsite].com
By toll-free call:	(XXX) XXX-XXXX
By mail:	Claims Administrator Lakeside Pediatric Data Incident Settlement c/o Settlement Administrator [PO Box Number] Santa Ana, CA 92799-9958

THE MOST EFFICIENT WAY TO SUBMIT YOUR CLAIMS IS ONLINE AT www.[SettlementWebsite].com

You may also print out and complete this Claim Form, and submit it by U.S. mail.

An electronic image of the completed Claim Form can also be emailed to info@[SettlementWebsite].com

Claims must be received by [Claims Deadline].

If your contact information changes after you submit your claim, notify the Claims Administrator.

I. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION

Please complete this entire section. All fields are required. The Claims Administrator will use this information to get in touch with you regarding your claim. If you contact information changes after you submit your claim, notify the Claims Administrator. **Please write legibly.**

Class Member First Name **MI**

Class Member Last Name

Entity Name (if Class Member is not an individual)

Address 1 (street name and number)

Address 2 (apartment, unit, or box number)

City **State** **ZIP**

Email Address

Telephone Number

- -

Login ID (if known)

II. CASH PAYMENT FOR DOCUMENTED LOSSES

☐ Check this box if you would like to claim reimbursement for Documented Losses due to identity theft or fraud. You may submit a Claim for up to $2,500.00. **DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING A PAYMENT FROM SECTION III**.

Please complete the table below, describing the supporting documentation you are submitting.

Description of Documentation Provided	***Amount***
Example: Unauthorized bank transfer	*$500*
TOTAL CLAIMED:	

If you have more expenses than rows, you may attach additional sheets of paper to account for them. Please print your name and sign the bottom of each additional sheet of paper.

III. *PRO RATA* CASH PAYMENT

☐ Check this box if you want to claim a one-time *Pro Rata* Cash Payment. **DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING A PAYMENT FROM SECTION II**.

IV. PAYMENT METHOD SELECTION

Please select **one** of the following payment options, which will be used if you are claiming a cash payment.

☐ **PAYPAL**

Email address associated with your PayPal account, if different than you provided in Section I:

☐ **VENMO**

Telephone number associated with your Venmo account, if different than you provided in Section I:

- -

☐ **ZELLE**

Email address associated with your PayPal account, if different than you provided in Section I:

OR

Telephone number associated with your Zelle account, if different than you provided in Section I:

- -

☐ **VIRTUAL PREPAID CARD**

Email address where you want to receive your prepaid card, if different than you provided in Section I:

☐ **PHYSICAL CHECK**

Payment will be mailed to the address provided in Section I.

V. ATTESTATION AND SIGNATURE

I swear and affirm on penalty of perjury that the information provided in this Claim Form, including supporting documentation, 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 is considered complete and valid.

Class Member Signature

MM DD YY

Please print or type your name on the line above.

EXHIBIT 5

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

In re Lakeside Pediatric Data Breach Litigation	Case No.: CV-28-26-1876

[PROPOSED] ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

This matter having come before the Court on Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement, the Court having reviewed and considered the Motion for Preliminary Approval, the Settlement Agreement between Plaintiffs, Hailey Simcox, on behalf of H.S., a minor, Chloe Alves, on behalf of M.J., a minor, Tyler Stanley, Lisa Keating, on behalf of G.K., a minor, Pamela Moser, on behalf of O.M., a minor, and Brandon Rosen, on behalf of K.R., a minor, and Defendant, Lakeside Pediatric & Adolescent Medicine, P.L.L.C., and all other papers that have been filed with the Court related to the Settlement, including all exhibits and attachments to the Motion and Settlement Agreement, and the Court being fully advised in the premises, IT IS HEREBY ORDERED, as follows:

1. The Capitalized terms used in this Preliminary Approval Order have the same meanings as those defined in the Settlement Agreement attached to the Motion for Preliminary Approval as Exhibit A.

2. The terms of the Settlement are preliminarily approved as fair, reasonable, and adequate and are fully incorporated and adopted herein. There is good cause to find that the Settlement was negotiated at arms-length between the Parties, who were represented by experienced counsel.

3. For settlement purposes only, the Court finds that the prerequisites to class action treatment under I.R.C.P. Rule 77—including numerosity, commonality, typicality, and adequacy, and appropriateness of class treatment of these claims—have been preliminarily satisfied.

4. The Court hereby conditionally certifies, pursuant to I.R.C.P. Rule 77, and for the purposes of settlement only, the following Settlement Class consisting of: all living individuals residing in the United States who were sent notice, including Notice of this Settlement, that their Private Information may have been involved in the Data Incident. Excluded from the Settlement Class are: (1) Defendant and its officers and directors, and any entity in which Defendant has a controlling interest; (2) all people who properly and timely opt-out of the Settlement Class; (3) the Court, the Judge's immediate family, and Court staff; (4) governmental entities; and (5) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident, or who pleads *nolo contendere* to any such charge.

5. For settlement purposes only, Plaintiffs are hereby appointed as Class Representatives.

6. For settlement purposes only, Jeff Ostrow of Kopelowitz Ostrow P.A., John J. Nelson of Milberg, PLLC, and Jaren Wieland of Mooney Wieland Warren PLLC are hereby appointed as Class Counsel.

7. The Court recognizes that, pursuant to the Settlement, Defendant and the Released Parties retain all rights to object to the propriety of class certification in the Action in all other contexts and for all other purposes should the Settlement not be finally approved. Therefore, as more fully set forth below, if the Settlement is not finally approved, and the Action resumes, this

Court's preliminary findings regarding the propriety of class certification shall be of no further force or effect whatsoever, and this Order will be vacated in its entirety.

8. The Court preliminarily approves the form and content of the Notice attached to the Settlement. The Court finds that the Notice meets the requirements of I.R.C.P. Rule 77 (c)(2) and satisfies Due Process requirements under the United States and Idaho Constitutions.

9. The Court finds that the Notice Program set forth in the Settlement meets the requirements of I.R.C.P. Rule 77 (c)(2) and constitutes the best notice practicable under the circumstances, where Settlement Class Members may be readily ascertained from Defendant's records, and satisfies fully the requirements of Due Process, and any other applicable law, such that the Settlement and Final Approval Order will be binding on all Settlement Class Members except for those who validly and timely exercise their right to opt-out. In addition, the Court finds that no notice other than that specifically identified in the Settlement is necessary in this Action. The Parties, by agreement, may revise the Notice in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting.

10. Simpluris, Inc., or such other entity as the Parties agree, is hereby appointed Settlement Administrator to supervise and administer the Notice Program and Claims Process, as well as to oversee the administration of the Settlement, as more fully set forth in the Settlement.

11. The Settlement Administrator may proceed with the distribution of Notice as set forth in the Settlement.

12. Settlement Class Members who wish to receive Settlement Class Member Benefits are required to submit a valid and timely Claim Form in conformance with the requirements set forth in the Settlement. Settlement Class Members shall receive the relief to which they are entitled following the Final Approval of the Settlement.

13. Class Counsel and Defendant have created a process for Settlement Class Members to submit Claims for Settlement Class Member Benefits. The Court preliminarily approves the Claims Process and directs the Settlement Administrator to make the Claim Form available to Settlement Class Members in the manner specified in the Notice Program. 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 Approval Order and Final 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 Approval Order and Final Judgment, including the Releases contained therein.

14. Settlement Class Members shall be bound by all determinations and orders pertaining to the Settlement, including the Releases set forth in the Settlement, whether favorable or unfavorable, unless such persons opt-out from the Settlement Class in a timely and proper manner, as hereinafter provided. Settlement Class Members who do not timely and validly opt-out shall be so bound even if they have previously initiated or subsequently initiate litigation or other proceedings against Defendant or the Released Parties relating to the Released Claims under the terms of the Settlement.

15. Any Settlement Class Member may opt-out of the Settlement Class by mailing a request to opt-out to the Settlement Administrator postmarked no later than the last day of the Opt-Out Deadline. To be considered, such opt-out request must conform to the requirements as set forth in the Settlement Agreement and Long Form Notice.

16. Any Settlement Class Member who elects to opt-out shall not: (i) be bound by the releases or covenants in the Final Approval Order; (ii) be entitled to relief under the Settlement; (iii) gain any rights by virtue of this Settlement; or (iv) be entitled to object to any aspect of this Settlement.

17. In combination with the Motion for Final Approval, Class Counsel will file an Application for Attorneys' Fees, Costs, and Service Awards no later than 45 days before the initial date set for the Final Approval Hearing.

18. Any Settlement Class Member who has not opted-out of the Settlement Class and who wishes to object to any aspect of the Settlement—including the amount of the attorneys' fees and costs that Class Counsel intends to seek and the payment of Service Awards to the Class Representatives—may object to the Settlement by expressly stating their objection in writing. To be considered on the merits, such objection must strictly conform to the requirements set forth in the Settlement Agreement and Long Form Notice.

19. A Settlement Class Member who has not timely opted-out from the Settlement Class and who has properly submitted a written objection in compliance with the Settlement may appear at the Final Approval Hearing in person or through counsel to show cause why the proposed Settlement should not be approved as fair, reasonable, and adequate. Attendance at the hearing is not necessary; however, persons wishing to be heard orally in opposition to the approval of the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards are required to indicate in their written objection whether, if they intend to appear at the Final Approval Hearing, they will do so on their own behalf or through counsel. For any Settlement Class Member who files a timely written objection, such Settlement Class Member must also include in their written objection any documents supporting the objection.

20. No Settlement Class Member shall be entitled to be heard, and no objection shall be considered, unless the requirements for the objection set forth in this Preliminary Approval Order and in the Settlement are fully and timely satisfied by including: (a) the case name and case number: *In re Lakeside Pediatric Data Breach Litigation*, Case No. CV-28-26-1876 (Kootenai Cnty., Idaho); (b) the objector's full name, mailing address, telephone number, and email address (if any); (c) documentation sufficient to establish membership in the Settlement Class, such as a copy of the Email Notice or Postcard Notice the objector received; (d) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel; (e) the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case; (f) the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards; (g) the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years; (h) the identity of all counsel for the objector intending on appearing at the Final Approval Hearing; (i) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any); (j) a

statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; (k) a statement confirming whether the objector and/or objector's counsel utilized any form of artificial intelligence in preparation of the objection; and (l) the objector's signature (an attorney's signature is not sufficient). Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel. This includes taking depositions and requesting documents. Failure to strictly comply with the requirements of this section and in the Long Form Notice will result in the objection being overruled on procedural grounds without consideration of the objection's merits.

20. If a Settlement Class Member opts-out of the Settlement and also objects to the Settlement, regardless of which was submitted first, the opt-out will control and the objection will not be considered.

21. A Final Approval Hearing shall be held in person and/or by virtual or telephonic means before the Court for the following purposes:

a) to finally determine whether the applicable prerequisites for settlement class action treatment under I.R.C.P. Rule 77 have been met;

b) to determine whether the Settlement is fair, reasonable and adequate, and should be approved by the Court;

c) to determine whether the judgment as provided under the Settlement should be entered, including an order prohibiting Settlement Class Members from further pursuing Released Claims that have been released in the Settlement;

d) to determine whether the Notice employed meets the requirements of I.R.C.P. Rule 77 (c)(2) and constitutes the best notice practicable under the circumstances;

e) to consider Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards;

f) to consider the distribution of the Settlement Class Member Benefits; and

g) to rule upon such other matters as the Court may deem appropriate.

22. The Final Approval Hearing may be postponed, adjourned, transferred, continued, or changed location by order of the Court without further 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. At or following the Final Approval Hearing, the Court may enter a Final Approval Order in accordance with the Settlement that adjudicates the rights of all Settlement Class Members and approves the Settlement and enter a Final Judgment.

23. Settlement Class Members do not need to appear at the Final Approval Hearing or take any other action to indicate their approval.

24. All discovery and other proceedings in the Action as between Plaintiffs and Defendant are stayed and suspended until further order of the Court except such actions as may be necessary to implement the Settlement and this Preliminary Approval Order.

25. For clarity, the key deadlines set forth above and in the Settlement are as follows:

Action	**Deadline**
Defendant Provides Settlement Class List to Settlement Administrator	No later than 10 days after entry of the Preliminary Approval Order
Notice Date	30 days after entry of the Preliminary Approval Order
Objection/Opt-Out Deadlines	60 days after the Notice Date
Claim Form Deadline	90 days after the Notice Date

Motion for Final Approval and Application for Attorneys' Fees, Costs, and Service Awards to Be Filed By Class Counsel	No later than 45 days before the initial date set for the Final Approval Hearing
Final Approval Hearing	_____, 2026, at ___:____AM/PM (No earlier than 120 days after entry of the Preliminary Approval Order

IT IS SO ORDERED.

_____ _____

Dated Hon. Ross Pittman

EXHIBIT 6

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

In re Lakeside Pediatric Data Breach Litigation	Case No.: CV-28-26-1876

[PROPOSED] STIPULATED ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT & APPLICATION FOR ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS

This matter having come before the Court on Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement and Application for Attorneys' Fees, Costs, and Service Awards, the Court having reviewed and considered the Motion for Final Approval and all other papers that have been filed with the Court related to the Settlement Agreement, including all exhibits and attachments to the Motion and Settlement, and the Court being fully advised in the premises, following a hearing on _____, 2026, IT IS HEREBY ORDERED, as follows:

1. The capitalized terms in this Final Approval Order shall have the same meanings as those defined in the Settlement Agreement, attached to the Motion for Final Approval as *Exhibit A*.

2. The Court has jurisdiction over the subject matter of this action, Plaintiffs, the Settlement Class Members, and Defendant.

3. The Court incorporates and confirms as final its preliminary findings, conclusions, and appointments as reflected in the Preliminary Approval Order.

4. Plaintiffs, Hailey Simcox, on behalf of H.S., a minor, Chloe Alves, on behalf of M.J., a minor, Tyler Stanley, Lisa Keating, on behalf of G.K., a minor, Pamela Moser, on behalf of O.M., a minor, and Brandon Rosen, on behalf of K.R., a minor, are confirmed as Class Representatives.

5. Jeff Ostrow of Kopelowitz Ostrow P.A., John J. Nelson of Milberg, PLLC, and Jaren Wieland of Mooney Wieland Warren PLLC are confirmed as Class Counsel.

6. Simpluris, Inc. is confirmed as the Settlement Administrator.

7. The Court grants certification for settlement purposes only of the following Settlement Class:

> All living individuals residing in the United States who were sent notice, including Notice of this Settlement, that their Private Information may have been involved in the Data Incident.

8. Excluded from the Settlement Class are: (1) Defendant and its officers and directors, and any entity in which Defendant has a controlling interest; (2) all people who properly and timely opt-out of the Settlement Class; (3) the Court, the Judge's immediate family, and Court staff; (4) governmental entities; and (5) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident, or who pleads *nolo contendere* to any such charge.

9. The Settlement Class meets all requirements for certification under I.R.C.P. Rule 77 for settlement purposes for the reasons explained in Plaintiffs' Memorandum of Law in Support of the Unopposed Motion for Preliminary Approval of Class Action Settlement. In particular, the Settlement Class satisfies the following I.R.C.P. Rule 77 requirements: (1) numerosity is satisfied because the Settlement Class includes thousands of members; (2) commonality is satisfied because the central question in this lawsuit (which predominates over any questions affecting only individual Settlement Class Members) is whether Defendant employed appropriate measures to protect the Settlement Class Members' Private Information from disclosure prior to, and during the Data Incident that was detected by the Defendant on November 1, 2024; (3) typicality is satisfied because the claims of Plaintiffs and the Settlement Class arise out of the Data Incident;

and (4) adequacy is satisfied because the Class Representatives have an interest in the litigation and have no conflict with Settlement Class Members and because Class Counsel is experienced in class action litigation, particularly with respect to data breach litigation, and has adequately represented the Settlement Class.

10. The Court finds the settlement memorialized in the Agreement and filed with the Court is fair, reasonable, and adequate, and in the best interests of Settlement Class Members. The Court finds that the strength of the Class Representatives' and Settlement Class Members' claims, when weighed against the strength of Defendant's defenses, support approval of the Settlement. In addition, taking this Action to trial would be a complex, lengthy, and expensive undertaking. Furthermore, support for the Settlement was strong, with no objections and only _____ requests for exclusion. The Settlement was reached on behalf of the Settlement Class by competent class action counsel following extensive arms-length negotiations between the Parties. The Parties reached the Settlement only after Defendant provided Plaintiffs with informal discovery. The Parties therefore were well-informed regarding the merits of this Action and the strengths and weaknesses of their respective positions.

11. As of the Opt-Out Deadline, only _____ potential Settlement Class Members have requested to be excluded from the Settlement. Their names are set forth in the attached ***Exhibit A*** to this Final Approval Order. Those persons are not bound by the Settlement and this Final Approval Order and shall not be entitled to any of the Settlement Class Member Benefits afforded to the Settlement Class Members under the Settlement, as set forth in the Settlement. All Settlement Class Members who have not timely and properly opted-out of the Settlement Class are bound by this Final Approval Order.

12. All Settlement Class Members who have not excluded themselves from the Settlement Class are bound by this Final Approval Order.

13. The Settlement provides, in part, and subject to a more detailed description of the terms in the Settlement, for: (a) Settlement Class Members to be able to submit Claims that will be evaluated by the Settlement Administrator; (b) Defendant to pay all costs of Settlement Administration, including the cost of the Settlement Administrator instituting Notice, processing and administering Claims, and preparing and mailing Cash Payments; and (c) Defendant to pay, subject to the approval and award of the Court, the reasonable Attorneys' Fees and Costs of Class Counsel and Service Awards to Class Representatives.

14. The Court-approved Notice was distributed by the Settlement Administrator to Settlement Class Members by direct mail in accordance with the Settlement and Preliminary Approval Order. Notice of the terms of the Settlement, the rights of Settlement Class Members under the Settlement, the Final Approval Hearing, Plaintiffs' Application for Attorneys' Fees, Costs, and Service Awards to the Class Representatives have been provided to Settlement Class Members as directed by this Court's Preliminary Approval Order, and proof of Notice has been filed with the Court. The Settlement Administrator established a Settlement Website for Settlement Class Members that provided access to the Notice and other Settlement documents, a mechanism to submit electronic Claim Forms, answers to frequently asked questions, and avenues for Settlement Class Members to seek more information. The Notice Program satisfied due process under the United States and Idaho Constitutions and the requirements of I.R.C.P. Rule 77 (c)(2) and constituted the best notice practicable under the circumstances.

15. The Parties and the Settlement Administrator are ordered and authorized to comply with and to consummate the Settlement in accordance with its terms (such terms incorporated into

this order in their entirety), but are authorized, without further approval from the Court, to agree to such amendments, modifications, and expansions of the Settlement and its implementing documents (including this Settlement and all Exhibits thereto) as may be necessary to consummate the Settlement that: (i) are consistent in all material respects with the Final Approval Order, and (ii) do not limit the rights of Settlement Class Members.

16. By this Final Approval Order, upon the Effective Date, the Releasing Parties shall be deemed to have released the Released Parties for all Released Claims. The Releases apply to any unknown claims, which are claims that could have been raised in the Action and claims Releasing Parties do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties or the Released Claims or might affect his, her or its decision to agree, object or not to object to the Settlement.

17. The Releasing Parties 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 Released Claims or relation of the Released Parties thereto, 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. The Parties acknowledge, and the Releasing Parties shall be deemed by operation of the Agreement to have acknowledged, that the foregoing waiver is a material term of the Agreement.

18. Pursuant to the terms of the Settlement, upon entry of the Final Approval Order and Final Judgment, Class Representatives and other Settlement Class Members shall be enjoined from initiating, asserting, or prosecuting any and all Released Claims, including any unknown claims, 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 Final Judgment. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this Section.

19. The Court, after careful review of the Motion for Final Approval and supporting Joint Declaration of Class Counsel, and after applying the appropriate standards required by relevant case law, hereby grants Class Counsel's Application for Attorneys' Fees and Costs in the amount of $_____. Payment shall be made pursuant to the terms of the Settlement.

20. The Court awards each of the Class Representatives $_____ as a Service Award, which are also payable as described in the Settlement.

21. The Settlement Administrator shall issue Settlement Class Member Benefits to all Settlement Class Members as described in the Agreement.

22. This matter is dismissed with prejudice without awarding costs to the Parties except as provided in the Final Approval Order and the Settlement, but this Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Settlement and all orders and judgments entered in connection therewith.

23. Neither this Final Approval Order nor Final Judgment shall constitute any evidence or admission by any Party (except as may be necessary to effectuate the Settlement).

24. The Clerk of Court is directed to enter and docket this Final Approval Order and enter Final Judgement in the Action.

LET JUDGMENT BE ENTERED ACCORDINGLY.

IT IS SO ORDERED.

ENTERED:

_____

Hon. Ross Pittman

_____

Date

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: Lakeside Pediatric & Adolescent Medicine Settlement Resolves Lawsuit Over 2024 Data Breach