

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement” or “Agreement”) is entered into by and between John Doe (“Plaintiff”), individually and on behalf of the Participating Settlement Class Members (as defined in Paragraph 38), and Okanogan Behavioral Healthcare (“OBHC” or “Defendant”) (collectively, the “Parties”), in the action *Doe v. Okanogan Behavioral Healthcare*, Case No. 24-2-00502-24, filed on October 31, 2024, in the Superior Court of Okanogan County, Washington (the “Action”).

RECITALS

WHEREAS, between May 13 and May 15, 2024, OBHC was the victim of a cyber-attack that resulted in the unauthorized disclosure of certain data on its systems by criminal third-party actors; of which OBHC notified affected individuals on or about August 23, 2024; and which is the subject of the allegations and claims in the Action (the “Incident”);

WHEREAS, on October 31, 2024, Plaintiff filed a Class Action Complaint (the “Complaint”) against OBHC in the Okanogan County Superior Court of Washington titled *Doe v. Okanogan Behavioral Healthcare*, Case No. 24-2-00502-24. Plaintiff alleged that the Data Incident exposed the personally identifiable or protected health information of OBHC’s current and former patients, including names, contact information, Social Security numbers, dates of birth, driver’s license numbers, medical and treatment records, diagnosis information, and health insurance information;

WHEREAS, on June 6, 2025, the Parties engaged in mediation with Bruce A. Friedman, Esq. During that mediation, the Parties succeeded in reaching an agreement on the principal terms of a settlement, subject to final mutual agreement on all the necessary documentation;

WHEREAS, Defendant denies each and every claim and contention alleged against it in the Action. OBHC denies any and all wrongdoing, fault, or liability that is alleged, or which could be alleged, in the Action;

WHEREAS, following prolonged and extensive arm’s length negotiations, the Parties reached an agreement of the essential terms of a settlement;

WHEREAS, this Agreement is for settlement purposes only, and nothing in this Agreement shall constitute, be construed as, or be admissible in evidence as any admission of the validity of any claim or fact alleged by Plaintiff in this Action or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of Released Parties or admission of the validity or lack thereof of any claim, allegation, or defense asserted in this Action or any other action.

NOW, THEREFORE, in exchange for the mutual promises and valuable consideration provided for in this Agreement, the Parties agree to a full, complete, and final settlement and resolution of the Action and any and all Released Claims (including Unknown Claims), subject to Court approval, on the following terms and conditions:

DEFINITIONS

In addition to terms defined elsewhere in this Agreement, the following defined terms shall have the meanings set forth below:

1. “Approved Claim” means the timely submission of a Claim Form by a Participating Settlement Member that has been approved by the Settlement Administrator subject to the Claims Review Process.

2. “Claim Form” means the form(s) Participating Settlement Class Members must complete and submit on or before the Claims Deadline to be eligible for Credit Monitoring Services or an Alternative Cash Payment, and Ordinary Losses, and Extraordinary Losses under the terms of the Settlement. The Claim Form shall require a sworn signature or electronic verification but shall not require notarization. The Claim Form is attached hereto as **Exhibit C**, or form(s) approved by the Court substantially similar to **Exhibit C**. The Claim Form shall include the ability for Participating Settlement Class Members to select the means by which they shall be paid, and shall include options to be paid by check or by other electronic means usually and customarily offered by the Settlement Administrator (*e.g.*, Venmo, PayPal, CashApp, Prepaid Electronic Credit Card, etc.).

3. “Claims Deadline” means the deadline by which Settlement Class Members must postmark and/or submit online Valid Claim Form(s), which deadline is ninety (90) days after the Notice Deadline.

4. “Claims Period” means the period of time during which Settlement Class Members may submit Claim Forms, which will end ninety (90) days after the Notice Deadline.

5. “Claims Review Process” means the process for reviewing and determining whether claims are valid as set forth in Paragraph 45.

6. “Court” means the Superior Court of Okanogan County, Washington.

7. “Credit Monitoring Services” means two years of Cy Ex Medical Shield Complete credit monitoring, including at least \$1,000,000 in identity theft protection insurance for both medical and financial fraud as provided for in Paragraph 42.

8. “Data Incident” means the cyberattack described in Plaintiff’s Complaint..

9. “Defendant’s Counsel” means Paul Karlsgodt, Alexander Vitruk, and Logan Peppin of Baker & Hostetler LLP.

10. “Effective Date” means one business day following the latest of: (i) the date upon which the time expires for filing or noticing any reconsideration or appeal of the Final Approval Order and Judgment, or entry of the Final Approval Order and Judgment if no person or entity has standing to appeal or seek reconsideration; (ii) if there is an appeal or appeals or reconsideration sought, the date on which the Final Approval Order and Judgment is affirmed without any material modification and is no longer subject to judicial review; or (iii) the date of final dismissal of any appeal or reconsideration or the final dismissal of any proceeding on certiorari with respect to the

Final Approval Order and Judgment, and the Final Approval Order and Judgment is no longer subject to judicial review. Notwithstanding the above, any order modifying or reversing any attorneys' fees, costs, and expenses or Service Award to a Class Representative shall not affect the "Effective Date" or any other aspect of the Final Approval Order and Judgment.

11. "Extraordinary Losses" means monetary losses not to exceed \$5,000.00 per Participating Settlement Class Member that meet the following conditions: (1) the loss is an actual, documented, unreimbursed monetary loss arising from identity theft, fraud, or similar misuse; (2) the loss from identity theft, fraud, or misuse was more likely than not caused by the Data Incident; (3) the actual identity theft, misuse, or fraud loss is not already covered by one or more of the other reimbursement categories; (4) the Participating Settlement Class Member made reasonable efforts to avoid the loss or seek reimbursement for the loss, including, but not limited to, exhaustion of all available credit monitoring insurance and identity theft insurance; and (5) the actual misuse or fraud loss occurred between May 13, 2024, and the close of the Claims Period.

12. "Fee Award and Costs" means the amount of attorneys' fees and reimbursement of Litigation Costs and Expenses awarded by the Court to Settlement Class Counsel in satisfaction of any request or claim for payment of attorneys' fees, costs, and litigation expenses in connection with this Action, but which in no event shall exceed the total sum of \$200,000.00.

13. "Final Approval Order and Judgment" means an order and judgment substantially in the form attached hereto as **Exhibit E** that the Court enters, which finally approves the Settlement Agreement, certifies the Settlement Class, dismisses the Action with prejudice, and otherwise satisfies the settlement-related provisions of the Washington Rules of Civil Procedure and is consistent with all material provisions of this Agreement.

14. "Final Approval Hearing" means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement.

15. "Litigation Costs and Expenses" means costs and expenses incurred by Settlement Class Counsel and their law practices in connection with commencing, prosecuting, and settling the Action.

16. "Notice" means notice of the proposed class action Settlement to be provided to Settlement Class Members, substantially in the forms attached hereto as **Exhibit A** ("Short Form Notices") and **Exhibit B** ("Long Form Notice"). Subject to Court approval, notice shall be provided to the Settlement Class as follows: (a) by postcard notice to each Settlement Class member for whom Defendant or the Settlement Administrator can ascertain a mailing address with reasonable effort; and (b) and by posting notice on a website to be established by the Settlement Administrator.

17. "Notice Deadline" means the last day by which Notice must be issued to the Settlement Class Members and will occur no later than thirty (30) days after entry of the Preliminary Approval Order.

18. "Notice and Administrative Expenses" means the fees and expenses incurred and charged by the Settlement Administrator for the administration of this Settlement, including, without limitation, all expenses or costs associated with providing Notice to the Settlement Class,

locating Settlement Class Members, performing National Change of Address search(es) and/or skip tracing for undeliverable notices, processing claims, determining the eligibility of a person to be a Settlement Class Member, and administering, calculating and distributing payments to Settlement Class Members who submit Valid Claim Forms.

19. “Objection Deadline” is the last day on which a Settlement Class Member may file with the Clerk of Court, with service to Class Counsel for the Settling Parties, an objection to the Settlement, which will be sixty (60) days after the Notice Deadline.

20. “Opt Out” means a Settlement Class Member (i) who timely submits a properly completed and executed Request for Exclusion, (ii) who does not rescind that Request for Exclusion prior to the Opt-Out Deadline, and (iii) as to which there is not a successful challenge to the Request for Exclusion.

21. “Opt-Out Deadline” is the last day on which a Settlement Class Member may submit a Request for Exclusion, which will be sixty (60) days after the Notice Deadline.

22. “Ordinary Losses” means documented costs or expenditures up to a maximum \$300.00 that a Participating Settlement Class Member actually incurred because of the Data Incident between May 13, 2024, and the date of the Preliminary Approval Order, including out of pocket expenses incurred as a result of the Data Incident, fees for credit reports, credit monitoring, or other identity theft insurance products purchased as a result of the Data Incident.

23. “Participating Settlement Class Member” means a Settlement Class Member who does not submit a valid Request for Exclusion prior to the Opt-Out Deadline, as set forth in Paragraph 54.

24. “Personal Information” means information that identifies an individual or in combination with other information can be used to identify, locate, or contact an individual, including but not limited to names and Social Security numbers. The term “Personal Information” is not intended here, nor should it be viewed as, having any bearing on the meaning of this term or similar term in any statute or other source of law beyond this Agreement, or how the Parties may use the term in other circumstances.

25. “Preliminary Approval Order” means an order directing issuance of Notice to Settlement Class Members, determining that the Court will likely be able to approve the Settlement under the Washington Code of Civil Procedure, and determining that the Court will likely be able to certify the Settlement Class for purposes of resolving this Action. Such order will include the forms and procedure for providing notice to the Settlement Class, including notice of the procedure for Settlement Class Members to object to or Opt Out of the Settlement, and set a date for the Final Approval Hearing, substantially in the form annexed hereto as **Exhibit D**.

26. “Related Entities” means Defendant and its respective past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of its and their respective predecessors, successors, directors, officers, principals, agents, attorneys, insurers, reinsurers, and retrocessionaires, and includes, without limitation, any person related to any such entity who is, was, or could have been named as a defendant in this Action, other than any person who is 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.

27. “Released Claims” collectively means any and all claims, liabilities, rights, demands, suits, actions, causes of action, obligations, damages, penalties, costs, attorneys’ fees, losses, and remedies of every kind or description—whether known or unknown (including Unknown Claims), existing or potential, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that are based on, arise out of, or in any way relate to the Data Incident or any of the facts alleged or claims asserted in the Action (including the Class Action Complaint and any amendment thereto), Defendant’s information security policies and practices, or Defendant’s maintenance or storage of Personal Information, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or any of other source of law. Released Claims shall not include the right of any Settlement Class Member, Settlement Class Counsel, or any of the Released Parties to enforce the terms of the settlement contained in this Settlement Agreement, and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class.

28. “Released Parties” means the Related Entities and each of their past or present parents or present parents, subsidiaries, divisions, departments, owners, and related or affiliated entities, including joint ventures and joint venture partners, and each of their respective predecessors, successors, assigns, officers, directors, employees, owners, members, advisors, vendors, stockholders, partners, principals, agents, attorneys, representatives, insurers, reinsurers, retrocessionaires, subrogees, and assigns. Each of the Released Parties may be referred to individually as a “Released Party.”

29. “Releasing Parties” and a “Releasing Party” means the Settlement Class Representative and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, predecessors, successors, attorneys, assigns, and any other person purporting to assert a claim on their behalf.

30. “Request for Exclusion” means a writing by or on behalf of a Settlement Class Member in which he or she requests to be excluded from the Settlement Class in the form and manner provided for in the Notice and as described below in Paragraph 54.

31. “Service Award Payment” means compensation awarded by the Court and paid to the Settlement Class Representative in recognition of his role in this Action, which shall not exceed \$5,000.00, as set forth in Paragraph 67.

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

33. “Settlement Administrator” means Simpluris, Inc. or Simpluris, subject to Court approval.

34. “Settlement Benefits” means the benefits for 1) two years of Cy Ex Medical Shield (Credit Monitoring Services) or Alternative Cash Payment; 2) Ordinary Documented Losses; and

3) Documented Extraordinary Losses that Participating Settlement Class Members may file claims for under this Settlement Agreement, as set forth in Paragraph 42.

35. “Settlement Class” means “All individuals residing in the United States whose PII/PHI was compromised in the Data Breach discovered by Okanogan Behavioral Healthcare in May 2024, including all those individuals who received notice of the breach.” Defendant represents that the Class contains a total of 26,429 individuals.

36. “Settlement Class Counsel” means Cassandra P. Miller of Strauss Borrelli PLLC.

37. “Settlement Class List” means the list of the names and current or last known mailing address information for Settlement Class Members Defendant used to inform individuals of the Data Incident, to the extent reasonably available, which Defendant shall provide to the Settlement Administrator within fourteen (14) days of entry of the Preliminary Approval Order.

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

39. “Settlement Class Representative” means John Doe.

40. “Settlement Website” means the website the Settlement Administrator will establish and use to provide Settlement Class Members with information about the Settlement and relevant case documents and deadlines, as set forth in Paragraph 52.

41. “Valid Claim” means a Claim Form submitted by a Participating 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 Participating Settlement Class Member; (c) signed physically or by e-signature by a Participating Settlement Class Member personally, subject to the penalty of perjury; (d) returned via mail and postmarked before the Claim Period and on or before the Claims Deadline, or, if submitted online, electronically via the Settlement Website during the Claims Period and on or before the Claims Period; and (e) determined to be valid by the Settlement Administrator.

SETTLEMENT BENEFITS AND REIMBURSEMENT

42. Subject to the terms of this Settlement Agreement, Defendant shall make all of the following benefits available to Participating Settlement Class Members who do not timely and validly Opt Out of participation in this Settlement. Participating Settlement Class Members who submit a valid and timely Claim Form may receive benefits from the applicable claim categories (a), (b), and (c), or (b), (c), and (d) below.

- a. **Credit Monitoring Services.** Participating Settlement Class Members may submit a claim to receive two (2) years of Cy Ex Medical Shield Complete credit monitoring, including at least \$1,000,000 in identity theft protection insurance for both medical and financial fraud as set forth in Paragraph 7. Participating Settlement Class Members will need to enroll to receive this benefit.

- b. **Extraordinary Documented Losses.** Participating Settlement Class Members may submit a claim to receive a cash payment under this section of up to a total of \$5,000.00 per Participating Settlement Class Member for documented monetary losses if: (1) the loss is an actual, unreimbursed monetary loss arising from identity theft, fraud, or similar misuse, supported by third-party documentation; (2) the loss from identity theft, fraud, or misuse was more likely than not caused by the Data Incident; (3) the actual identity theft, misuse, or fraud loss is not already covered by one or more of the other reimbursement categories; (4) the Participating Settlement Class Member made reasonable efforts to avoid the loss or seek reimbursement for the loss, including, but not limited to, exhaustion of all available credit monitoring insurance and identity theft insurance; and (5) the actual misuse or fraud loss occurred between May 13, 2024, and the close of the Claims Period.
- c. **Ordinary Documented Losses.** Participating Settlement Class Members may also submit a claim to receive a cash payment under this section of up to \$300.00 per Participating Settlement Class Member with supporting third-party documentation for out-of-pocket expenses actually incurred because of the Data Incident and which have not already been reimbursed by a third party or other source, including costs for fraud or identity protection, professional fees, credit repair services, and other expenses, so long as the costs were incurred between the May 13, 2024 and the date of the Preliminary Approval Order.
- d. **An Alternative Cash Payment.** As an alternative to receiving Credit Monitoring Services, Participating Settlement Class Members may submit a claim of \$50.00, which can be claimed in addition to claims for Ordinary Documented Losses and Extraordinary Documented Losses.

43. **Business Practice Commitments.** Defendant will provide a confidential declaration to Class Counsel and, if requested, to the Court for *in camera* review, describing its information security improvements since the Data Incident and an estimate of the cost of those improvements. The cost of such enhancements have been or will be paid by Defendant separate and apart from all other Settlement Benefits.

CLAIMS PROCESS AND PAYMENTS TO PARTICIPATING SETTLEMENT CLASS MEMBERS

44. **Submission of Electronic and Hard Copy Claims.** Participating Settlement Class Members may submit Claim Forms to the Settlement Administrator electronically via the Settlement Website or physically by mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked on or before the Claims Deadline. The Settlement Administrator will maintain records of all Claim Forms submitted until the later of (a) one hundred and eighty (180) days after the Effective Date or (b) the date all Claim Forms have been fully processed in accordance with the terms of this Agreement. Information submitted by Participating Settlement Class Members in connection with Claim Forms shall be deemed confidential and protected as such by the Settlement Administrator, Settlement Class Counsel, and Defendant's Counsel.

45. **Claims Review Process.** The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent a claim for Credit Monitoring Services, Ordinary Losses, Extraordinary Losses, or Alternative Cash Payment, is valid.

- a. The Settlement Administrator will verify that each person who submits a Claim Form is a member of the Settlement Class.
- b. The Settlement Administrator will determine that each Claim Form submitted by a Settlement Class Member was submitted during the Claims Period and is timely.
- c. In determining whether claimed Out-of-Pocket Ordinary and Extraordinary Losses are more likely than not caused by the Data Incident, the Settlement Administrator will consider (i) the timing of the alleged loss and whether it occurred on or after May 13, 2024; (ii) whether the alleged loss for the specific Participating Settlement Class Member, involved the types of information for that individual that may have been affected in the Data Incident; (iii) the explanation of the Settlement Class Member as to why the alleged loss was caused by the Data Incident; and (iv) other factors the Settlement Administrator reasonably finds to be relevant.
- d. The Settlement Administrator is authorized to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.
- e. No decision of the Settlement Administrator shall be deemed to constitute a finding, admission, or waiver by Defendant as to any matter of fact, law, or evidence having any collateral effect on any proceedings in any forum or before any authority.
- f. To the extent the Settlement Administrator determines that a timely claim for Credit Monitoring Services, Ordinary Losses, Extraordinary Losses, or Alternative Cash Payment by a Settlement Class Member is deficient in whole or in part, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies and provide the Settlement Class member twenty-one (21) days to cure the deficiencies. If the Settlement Administrator subsequently determines that the Settlement Class Member has not cured the deficiencies, the Settlement Administrator will notify the Settlement Class Member within ten (10) days of that determination. The Settlement Administrator may consult with the Parties in making these determinations.
- g. If a Settlement Class Member receives notice that the Settlement Administrator has determined that the deficiencies it identified have not been cured, the Settlement Class Member may request an appeal in writing, including any supporting documents. The appeal must be submitted within twenty-one (21) days of the Settlement Administrator sending the notice. In the event of an appeal, the Settlement Administrator shall provide the Parties with all relevant documentation regarding the appeal. The Parties will confer regarding the appeal. If they agree on a disposition of the appeal, that disposition will be final and non-appealable. If they cannot agree on disposition of the appeal, the dispute will be submitted to the Settlement Administrator for final, non-

appealable disposition. In reaching disposition, the Settlement Administrator is authorized to communicate with counsel for the Parties separately or collectively.

46. Payment.

- a. After the Effective Date, and after final determinations have been made with respect to all claims submitted during the Claims Period pursuant to the Claims Review Process, the Settlement Administrator shall provide the Parties an accounting of all Approved Claims for Credit Monitoring Services, Ordinary Losses, Extraordinary Losses, and Alternative Cash Payments, and also provide funding instructions to Defendant. Within forty-five (45) days of receiving this accounting, Defendant or its representative shall transmit the funds needed to pay Approved Claims for Credit Monitoring Services, Ordinary Losses, Extraordinary Losses, and Alternative Cash Payments in accordance with the terms of this Agreement. The Settlement Administrator shall then disburse payments to the Participating Settlement Class Members in accordance with their respective Approved Claims.
- b. Payments issued by the Settlement Administrator for Approved Claims for Ordinary Losses, Extraordinary Losses, and Alternative Cash Payments, shall be issued in the form of a check, or via electronic means (through means agreed to by the Parties) and sent as soon as practicable after the Settlement Administrator receives the funds described in Paragraph 42.
- c. All Settlement Class Members who fail to submit a Valid Claim Form for any Settlement Benefits under this Agreement within the time frames set forth herein, or such other period as may be ordered by the Court, shall be forever barred from receiving any payments or Settlement Benefits pursuant to the Settlement, but will in all other respects be subject to and bound by the provisions of this Agreement, including but not limited to the releases contained herein, and the Final Approval Order and Judgment.

47. Timing. Settlement checks shall bear the legend that they expire if not negotiated within ninety (90) days of their issue date.

48. Returned Checks. For any Settlement check returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall, within thirty (30) days after the check is returned to the Settlement Administrator as undeliverable, send an e-mail and/or telephone that Participating Settlement Class Member, if such contact information is known, to obtain updated address information. Any replacement Settlement checks issued to Participating Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of issuance and thereafter will automatically be canceled and deemed void if not cashed by the Participating Settlement Class Members within that time.

49. Voided Checks. In the event a Settlement check becomes void, the Participating Settlement Class Member to whom that Settlement check was made payable will forfeit the right to payment and will not be entitled to payment under the Settlement, and the Agreement will in all

other respects be fully enforceable against the Participating Settlement Class Member. No later than one hundred and twenty (120) days after the issuance of the last Settlement check, the Settlement Administrator shall take all steps necessary to stop payment on any Settlement checks that remain uncashed.

SETTLEMENT CLASS NOTICE

50. **Timing of Notice.** Within fourteen (14) days after entry of the Preliminary Approval Order, Defendant shall provide the Settlement Class List to the Settlement Administrator. Within thirty (30) days after entry of the Preliminary Approval Order, the Settlement Administrator shall disseminate the Short Form Notice to Settlement Class Members for whom it has a valid mailing address. The Settlement Administrator shall disseminate a reminder notice thirty (30) days before the close of the Claims Period if the claims rate is less than 2% after the initial notice. The Settlement Administrator shall make the Long Form Notice and Claim Form available to Settlement Class Members on the Settlement Website.

51. **Form of Notice.** Settlement Class Members must timely submit a Valid Claim Form to the Settlement Administrator electronically via the Settlement Website during the Claims Period and on or before the Claims Deadline, or via mail, postmarked during the Claims Period and on or before the Claims Deadline, in order to receive a Settlement Benefit. Notice shall be disseminated via postcard through First Class U.S. mail to Settlement Class Members on the Settlement Class List. Notice shall also be provided on the Settlement Website. The Notice mailed to Settlement Class Members will consist of a Short Form Notice in a form substantially similar to that attached hereto as **Exhibit A**. The Settlement Administrator shall have discretion to format the Short Form Notice in a reasonable manner to minimize mailing and administrative costs. Before Notices are mailed, Settlement Class Counsel and Defendant's Counsel shall first be provided with a proof copy (reflecting what the items will look like in their final form) and shall have the right to inspect the same for compliance with the Settlement Agreement and any orders of the Court. For Notices sent via postcard that are returned as undeliverable, the Settlement Administrator shall use reasonable efforts (e.g., skip trace) to identify an updated mailing address and resend the postcard notice if an updated mailing address is identified. In addition, the Long Form Notice and Claim Form approved by the Court may be adjusted by the Settlement Administrator in consultation and agreement with the Parties, as may be reasonable and necessary and not inconsistent with such Court approval.

52. **Settlement Website.** The Settlement Administrator will establish the Settlement Website as soon as practicable following entry of the Preliminary Approval Order, but prior to dissemination of the Notice. The Settlement Website shall contain relevant documents, including, but not limited to, the Long Form Notice, the Claim Form, this Agreement, Plaintiff's motion for preliminary approval of the Settlement, the Preliminary Approval Order, Plaintiff's motion for an award of attorneys' fees, costs and expenses, and service awards, and the operative complaint in the Action. The Settlement Website shall also include a toll-free telephone number, e-mail address, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. Settlement Class Members shall be able to submit Claim Forms online via the Settlement Website. The Settlement Website shall not include any advertising and shall remain operational until at least sixty (60) days after all Settlement Benefits have been distributed.

53. **Cost of Notice and Administration.** Defendant will pay for the Notice and Administrative Expenses, which will be paid separately from costs associated with providing the Settlements benefits in Paragraph 42.

OPT-OUTS AND OBJECTIONS

54. **Opt-Outs.** The Notice shall explain the procedure for Settlement Class Members to exclude themselves or “Opt-Out” of the Settlement by submitting a Request for Exclusion to the Settlement Administrator postmarked no later than sixty (60) days after the Notice Deadline. The Notice also must state that any Settlement Class Member who does not file a timely Request for Exclusion in accordance with this Paragraph will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement.

- a. The Request for Exclusion must include the name of the proceeding, the individual’s full name, current mailing address, telephone number, email address (if any), personal signature, and the words “Request for Exclusion” or a comparable statement that the individual does not wish to participate in the Settlement.
- b. No person shall purport to exercise any exclusion rights of any other person, or purport (a) to opt-out Settlement Class Members as a group, in the aggregate, or as a class; or (b) to opt-out more than one Settlement Class Member on a single Request for Exclusion, or as an agent or representative. Any such purported Request(s) for Exclusion shall be void, and the Settlement Class Member(s) who is or are the subject of such purported Request(s) for Exclusion shall be treated as a Participating Settlement Class Member and be bound by this Settlement Agreement, including the Release contained herein, and judgment entered thereon, unless he or she submits a valid and timely Request for Exclusion.
- c. Within seven (7) days after the Opt-Out Deadline, the Settlement Administrator shall provide the Parties with a complete and final list of all Opt Outs.
- d. All persons who Opt Out shall not receive any Settlement Benefits or be bound by the terms of this Agreement.

55. **Objections.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement or request for attorneys’ fees and Litigation Costs and Expenses by filing written objections with the Court no later than the Objection Deadline. The written objection must include (i) the name of the proceedings; (ii) the Settlement Class Member’s full name, current mailing address, telephone number, and email address (if any); (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) the identity of any attorneys representing the objector; (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) a list of all other lawsuits (if any) in which you and/or your attorney has submitted an objection to a class action settlement within the last three (3) years; and, (vii) the signature of the Settlement Class Member or the Settlement Class Member’s attorney. The Settlement Class Member shall

also send a copy of the written objection to the Settlement Administrator postmarked no later than the Objection Deadline. Any Settlement Class Member who does not file a timely and adequate objection in accordance with this paragraph waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement and shall be bound by the terms of the Agreement and by all proceedings, orders, and judgments in the Action. The exclusive means for any challenge to the Agreement shall be through the provisions of this paragraph. Within seven (7) days after the Objection Deadline, the Claims Administrator shall provide the Parties with all objections submitted.

DUTIES OF THE SETTLEMENT ADMINISTRATOR

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

- a. Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;
- b. Causing the Notice Program to be effectuated in accordance with the terms of this Settlement Agreement and orders of the Court;
- c. Performing National Change of Address searches on the Settlement Class List and/or skip tracing on undeliverable notices;
- d. Providing Notice to Settlement Class Members via U.S. mail and/or e-mail;
- e. Establishing and maintaining the Settlement Website;
- f. Establishing and maintaining a toll-free telephone line with interactive voice response for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries in a timely fashion;
- g. Responding to any mailed or emailed Settlement Class Member inquiries in a timely fashion;
- h. Reviewing, determining the validity of, and processing all claims submitted consistent with the terms of this Agreement;
- i. Receiving and reviewing Requests for Exclusion and objections from Settlement Class Members. If the Settlement Administrator receives any Requests for Exclusion, objections, or other requests from Settlement Class Members after the deadlines set forth herein, the Settlement Administrator shall promptly provide copies thereof to Settlement Class Counsel and Defendant's Counsel;

- j. Working with the provider of Credit Monitoring Services to receive and send activation codes to Settlement Class Members who submitted Valid Claims for Credit Monitoring Services after the Effective Date;
- k. After the Effective Date, processing and transmitting Settlement Benefits to Settlement Class Members;
- l. Providing weekly or other periodic reports to Settlement Class Counsel and Defendant's Counsel that include information regarding claims, objections, Opt Outs and other data agreed to between Settlement Class Counsel, Defendant's Counsel and the Settlement Administrator;
- m. In advance of the Final Approval Hearing, preparing an affidavit to submit to the Court that: (i) attests to implementation of Notice in accordance with the Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly submitted a Request for Exclusion; and
- n. Performing any function related to settlement administration as provided for in this Agreement or agreed-upon among Settlement Class Counsel, Defendant's Counsel, and the Settlement Administrator.

PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

57. **Certification of the Settlement Class.** For purposes of this Settlement only, and in the context of this Agreement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date. Excluded from the Settlement Class are (i) Defendant, its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other 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. Should: (1) the Settlement not receive final approval from the Court, (2) the Effective Date not occur, or (3) the Agreement is otherwise terminated, the certification of the Settlement Class shall be void, and the Agreement, any order or other action relating to the Agreement, or all discussions related to the Agreement shall be considered confidential and inadmissible as evidence or cited in support of a motion to certify a class for any purpose other than this Settlement. Defendant reserves the right to contest class certification for all other purposes. The Parties further stipulate to designate the Settlement Class Representative as the representative for the Settlement Class.

58. **Preliminary Approval.** Following execution of this Agreement, Settlement Class Counsel shall file a motion for preliminary approval of this Settlement with the Court. Settlement Class Counsel shall provide Defendant's counsel with a draft of the motion for preliminary approval within a reasonable time frame prior to filing same to ensure it is approved by Defendant. The proposed Preliminary Approval Order shall be in the form attached as **Exhibit D**.

59. **Final Approval.** Settlement Class Counsel shall move the Court for a Final Approval Order and Judgment of this Settlement at least fourteen days in advance of the Final Approval Hearing, to be issued following the Final Approval Hearing, substantially in the form set forth in **Exhibit E**. Counsel for the Parties shall request that the Court set a date for the Final Approval Hearing no earlier than 120 days after entry of the Preliminary Approval Order. Settlement Class Counsel shall provide Defendant's counsel with a draft of the motion for final approval within a reasonable time frame prior to filing same to ensure that it is approved by Defendant.

60. **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 between the Parties arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation, and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator consents to the jurisdiction of the Court for this purpose and any dispute between or among the Settlement Administrator, Plaintiff, and/or Defendant.

MODIFICATION AND TERMINATION

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

62. **Termination.** Settlement Class Counsel (on behalf of the Settlement Class Members) and Defendant shall have the right to terminate this Agreement by providing written notice of their or its election to do so ("Termination Notice"): (1) within fourteen (14) days of the Court's refusal to grant preliminary approval of the Settlement in any material respect; (2) the Court's refusal to enter the Final Approval Order and Judgment in any material respect, or (3) the date the Final Approval Order and Judgment is modified or reversed in any material respect by any appellate or other court. Additionally, Defendant may, in its sole discretion, void the Settlement if the number of Opt Outs exceeds 25 Settlement Class Members, by notifying Settlement Class Counsel and the Court in writing within ten (10) business days from the date the Settlement Administrator provides the list of Opt-Outs to OBHC.

63. **Effect of Termination.** In the event of a termination as provided in Paragraph 62, this Agreement shall be considered null and void, all of the Parties' obligations under the Agreement shall cease to be of any force and effect, and the Parties shall return to the status quo ante in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement claims and defenses will be

preserved. Any Court orders preliminarily or finally approving certification of the Settlement Class and any other orders entered pursuant to the Agreement shall be deemed null and void and vacated.

RELEASES

64. **The Release.** Upon the Effective Date, and in consideration of the Settlement Benefits described herein, each Releasing Party shall be deemed to have completely and unconditionally released, acquitted, and forever discharged Defendant and each of the Released Parties from any and all Released Claims, including Unknown Claims.

65. **Unknown Claims.** The Released Claims include the release of Unknown Claims. “Unknown Claims” means claims that could have been raised in the Action and claims Releasing Parties do not know or suspect to exist in his/her/its favor at the time of the release of the Released Persons, 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. Upon the Effective Date, the Releasing Parties shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, 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.

Upon the Effective Date, each Releasing Party shall be deemed to have, and shall have, waived any and all provisions, rights, and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States (including, without limitation, California Civil Code §§ 1798.80 *et seq.*, Montana Code § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which is similar, comparable or equivalent to Section 1542 of the California Civil Code. 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 fully, finally, and forever settle and release any and all Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this paragraph. 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.

66. **Bar to Future Suits.** Upon entry of the Final Approval Order and Judgment, the Settlement Class Representative and other Participating Settlement Class Members shall be enjoined from initiating, asserting, or prosecuting any and all Released Claims, including 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 Judgment. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this Section.

SERVICE AWARD PAYMENTS

67. **Service Award Payments.** At least fourteen (14) days before the Opt-Out and Objection Deadlines, Settlement Class Counsel will file a motion seeking a service award payment in an amount not to exceed \$5,000.00 for the Settlement Class Representative in recognition for his contributions to this Action. Settlement Class Counsel agrees not to request, Defendant will take no position on Settlement Class Counsel's request for, a service award not to exceed \$5,000.00. Defendant shall pay the Court-approved Service Award to an account established by Settlement Class Counsel within twenty-one (21) days after the Effective Date. Settlement Class Counsel will ensure payment instructions are provided through secure processes. Settlement Class Counsel will then distribute the Service Award. Defendant's obligations with respect to the Court-approved Service Award shall be fully satisfied upon transmission of the funds into the account established by Settlement Class Counsel. Defendant shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of Service Award. Nor shall Defendant be responsible for any tax obligations or payments associated with the amount paid into the account established by Settlement Class Counsel. To the extent the Effective Date does not occur, Defendant shall have no obligation to pay any Service Award. This amount was negotiated after the primary terms of the settlement were negotiated.

68. **No Effect on Agreement.** The finality or effectiveness of the Settlement, including the Final Approval Order and Judgment, shall not depend on the amount or timing of service awards approved and awarded by the Court or any appeal thereof. The amount and timing of the Service Award is intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the Service Award shall constitute grounds for termination of this Agreement.

ATTORNEYS' FEES, COSTS, EXPENSES

69. **Attorneys' Fees and Costs and Expenses.** At least fourteen (14) days before the Opt-Out and Objection Deadlines, Settlement Class Counsel will file a motion for an award of attorneys' fees and Litigation Costs and Expenses, to be paid by Defendant, in an amount not to exceed \$200,000.00. Settlement Class Counsel agrees not to request, and Defendant will take no opposition on Settlement Class Counsel's request for an award of attorneys' fees and Litigation Costs and Expenses not to exceed \$200,000.00. Settlement Class Counsel, in their sole discretion, shall allocate and distribute any amount of attorneys' fees, costs, and expenses awarded by the Court among Plaintiff's Counsel. Disapproval of any amount of the fees requested will not affect the enforceability of the other terms of the settlement. Defendant shall pay the Court-approved Fee Award and Costs to an account established by Settlement Class Counsel within twenty-one (21) days after the Effective Date. Settlement Class Counsel will ensure payment instructions are provided through secure processes. The Fee Award and Costs will be allocated by Settlement Class Counsel. Defendant's obligations with respect to the Fee Award and Costs shall be fully satisfied upon transmission of the funds into the account established by Settlement Class Counsel.

Defendant shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of Fee Award and Costs. Nor shall Defendant be responsible for any tax obligations or payments associated with the Fee Award and Costs. To the extent the Effective Date does not occur, Defendant shall have no obligation to pay any attorneys' fees or Litigation Costs and Expenses. The amount of attorneys' fees and Litigation Costs and Expenses was negotiated after the primary terms of the Settlement were negotiated.

70. **No Effect on Agreement.** The finality or effectiveness of the Parties' Settlement shall not depend on the amount or timing of attorneys' fees and Litigation Costs and Expenses approved and awarded by the Court or any appeal thereof. The amount and timing of attorneys' fees and Litigation Costs and Expenses are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount or timing of attorneys' fees or Litigation Costs and Expenses shall constitute grounds for termination of this Agreement.

NO ADMISSION OF LIABILITY

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

72. **No Use of Agreement.** Neither the Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Plaintiff or any Settlement Class Member, including any Settlement Class Member who opts out of the Settlement; or (ii) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission by the Released Parties in the Action, or any Settlement Class Member who opts out of the Settlement, or in any proceeding in any court, administrative agency or other tribunal.

MISCELLANEOUS

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

74. **Entire Agreement.** This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties with regard to the subject matter hereof and shall supersede any previous agreements, representations, communications and understandings among the Parties, including counsel for the Parties. This Agreement may not be changed, modified, or amended except in writing signed by all Parties or their successors in interest. The Parties contemplate that, subject to Court approval or without such approval where legally permissible and consistent with any orders of the Court in this proceeding, the exhibits to this Agreement may be modified by

subsequent Agreement of counsel for the Parties prior to dissemination of the Notice to the Settlement Class.

75. **Resolution.** The Parties intend this Agreement to be a final and complete resolution of all disputes between them with respect to the Action. The Parties each agree that the Settlement and this Agreement were negotiated in good faith and at arm's-length and reflects a Settlement reached voluntarily after consultation with legal counsel of their choice.

76. **Other Litigation.** Plaintiff and Settlement Class Counsel will not cooperate with or encourage any action or filing of claims against Defendant or any Released Parties with respect to any Released Claims or otherwise related to any of the allegations or claims alleged in the Action.

77. **Deadlines.** If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next business day. All reference to "days" in this agreement shall refer to calendar days unless otherwise specified.

78. **Singular and Plurals.** As used in this Agreement, all references to the plural shall also mean the singular and to the singular shall also mean the plural whenever the context so indicates and reasonably dictates.

79. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

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

81. **Cooperation of Parties.** The Parties to this Agreement agree to cooperate in good faith to effectuate the Settlement described in this Agreement.

82. **Obligation to Meet and Confer.** Before filing any motion in the Court raising a dispute arising out of or related to this Agreement between the Parties, the Parties shall consult with each other and certify to the Court that they have consulted in good faith.

83. **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.

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

85. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all signatories do not sign the same counterparts. Original signatures are not required. Any signature submitted electronically, by facsimile, or through e-mail of an Adobe PDF shall be deemed an original.

86. **Notices.** All notices to Settlement Class Counsel and counsel for Defendant provided for herein, shall be sent by U.S. Mail and email to:

Cassandra P. Miller
STRAUSS BORRELLI PLLC
980 N Michigan Ave, Suite 1610
Chicago, IL 60611
cmiller@straussborrelli.com

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

Alexander Vitruk
Baker & Hostetler LLP
999 Third Avenue, Suite 3900
Seattle, WA 98104-4076
avitruk@bakerlaw.com

The notice recipients and addresses designated above may be changed by written notice to the other Party.

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

[SIGNATURE PAGE TO FOLLOW- REMAINDER OF PAGE LEFT BLANK]

SIGNATURES

John Doe

By: _____

Date: 12 / 22 / 2025

Okanogan Behavioral Healthcare

By: _____

Date: _____

Approved as to form by:

Counsel for Plaintiff and the Settlement Class

By: _____

Cassandra P. Miller

Date: 01/12/26

Counsel for Defendant

By: _____

Date: _____

SIGNATURES

John Doe

By: _____

Date: _____

Okanogan Behavioral Healthcare

By:  _____
DocuSigned by:
85A30F84C7FF422...
David McClay

Date: 1/6/2026 | 4:28 PM PST

Approved as to form by:

Counsel for Plaintiff and the Settlement Class

By: _____
Cassandra P. Miller

Date: _____

Counsel for Defendant

By:  _____
Alexander Vitruk

Date: January 7, 2026

SIGNATURES

John Doe

_____  _____

By: 

Date: 02 / 28 / 2026

Okanogan Behavioral Healthcare

By: _____

Date: _____

Approved as to form by:

Counsel for Plaintiff and the Settlement Class

By: _____
Cassandra P. Miller

Date: _____

Counsel for Defendant

By: _____

Date: _____

— EXHIBIT A —

**A proposed Settlement has been reached in a class action lawsuit
known as *John Doe v. Okanogan Behavioral Healthcare*, Case No. 24-2-00502-24
("Lawsuit"), filed in the Superior Court of Washington, Okanogan County.**

What is this about? This Lawsuit arises out of allegations of unauthorized access to OBHC's systems and certain files containing sensitive and/or personal information about OBHC's patients including, but not limited to, names; contact information; Social Security numbers; dates of birth; driver's license numbers; other identification numbers; medical information; treatment information; diagnosis information; and health insurance information (collectively "Private Information"), and which was discovered by OBHC in May 2024 ("Data Incident").

Who is a Settlement Class Member? You are a Settlement Class Member if you were mailed written notification by Okanogan Behavioral Healthcare ("OBHC") that your Private Information was potentially compromised as a result of the Data Incident discovered by OBHC in May 2024.

What are the benefits? The Settlement provides the following benefits:

- **Reimbursement for Documented Out-of-Pocket Expenses:** Up to \$300 for documented out-of-pocket expenses.
- **Reimbursement for Documented Extraordinary Losses:** Reimbursement for extraordinary losses, not to exceed \$5,000 per Settlement Class Member, for documented monetary losses.
- **Credit Monitoring:** Settlement Class Members shall have the ability to make a claim for two years of Cy Ex Medical Shield Complete credit monitoring including at least \$1,000,000 in identity theft protection insurance for both medical and financial fraud.
- **Alternative Cash Payment:** As an alternative to receiving Credit Monitoring, Settlement Class Members have the ability to submit a claim for a cash payment of \$50, which can be claimed in addition to claims for Documented Out-of-Pocket Expenses and Documented Extraordinary Losses.
- **Information Security Improvements:** OBHC will also provide various security enhancements.

You must file a claim by [INSERT DATE] by mail or online at [INSERT WEBSITE] to receive benefits from the Settlement. Claim forms are available at [INSERT WEBSITE].

What are my other rights?

- **Do Nothing:** If you do nothing, you remain in the Settlement. You give up your rights to sue but you will not get any money; you must submit a claim to get any money.
- **Exclude yourself:** You can get out of the Settlement and keep your right to sue about the claims in this Lawsuit, but you will not get any money from the Settlement. You must exclude yourself by [INSERT].
- **Object:** You can stay in the Settlement but tell the Court why you think the Settlement should not be approved. Objections must be submitted by [INSERT]. Detailed instructions on how to file a claim, get additional credit monitoring, exclude yourself, or object are on the Settlement Website below. The Court will hold the Final Fairness Hearing on [INSERT] at [INSERT] to consider whether the proposed Settlement is fair, reasonable, and adequate, to consider Attorneys' Fees, Costs, and Expenses in the total amount of \$200,000 and request a Class Representative service award of \$5,000, and to consider whether and if the Settlement should be approved. You may attend the hearing, but you don't have to. This is only a summary. For additional information, including a copy of the Settlement Agreement, Class Counsel's Application for Attorneys' Fees and Expenses, and other documents, visit [INSERT WEBSITE] or call [INSERT PHONE #].

— EXHIBIT B —

NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

If Okanogan Behavioral Healthcare (“OBHC”) Notified You of a Data Incident, You May be Eligible For Benefits From a Class Action Settlement.

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

- A proposed Settlement has been reached in a class action lawsuit known as *John Doe v. Okanogan Behavioral Healthcare.*, Case No. 24-2-00502-24 (“Lawsuit”), filed in the Superior Court of the State of Washington for the County of Okanogan.
- This Lawsuit arises out of allegations of unauthorized access to OBHC’s systems and certain files containing sensitive and/or personal information about OBHC’s patients including, but not limited to, names, addresses, dates of birth, Social Security numbers, driver’s license numbers, other identification numbers, medical information, treatment information, diagnosis information, and/or health insurance information (collectively “Private Information”) and which was discovered by OBHC in May, 2024 (the “Data Incident”). OBHC disagrees with Plaintiff’s claims and denies any wrongdoing.
- All Settlement Class Members can receive the following benefits from the Settlement: (1) up to \$300 for Documented Out-of-Pocket Expenses, and (2) reimbursement for Extraordinary Losses up to \$5,000 for documented expenses. OBHC also agrees to provide Information Security Improvements.
- Settlement Class Members shall have the ability to claim two (2) years of Cy Ex Medical Shield Complete credit monitoring, or in lieu of submitting a claim for credit monitoring, Settlement Class Members may alternatively submit a claim for a cash payment of \$50.
- You are included in this Settlement as a Settlement Class Member if you were mailed written notification that indicated your Private Information was potentially compromised as a result of the Data Incident discovered by OBHC in May 2024.
- Your legal rights are affected regardless of whether you do or do not act. Read this Notice carefully.

YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT

Submit a Claim and/or Receive Credit Monitoring	<p>You must submit a Valid Claim to get money from this Settlement.</p> <p>Claim Forms must be submitted online by [INSERT] or, if mailed, postmarked no later than [INSERT].</p> <p>You may enroll in the credit monitoring product for a period of two years by submitting a request through the Claim Form.</p>
Do Nothing	<p>If you do nothing, you remain in the Settlement.</p> <p>You give up your rights to sue and you will not get any money.</p>
Exclude Yourself	<p>Get out of the Settlement. Get no money. Keep your rights.</p> <p>This is the only option that allows you to keep your right to sue about the claims in this lawsuit. You will not get any money from the Settlement.</p> <p>Your request to exclude yourself must be postmarked no later than [INSERT].</p>
File an Objection	<p>Stay in the Settlement but tell the Court why you think the Settlement should not be approved.</p> <p>Objections must be postmarked no later than [INSERT].</p>
Go to a Hearing	<p>You can ask to speak in Court about the fairness of the Settlement, at your own expense. See Question 18 for more details.</p> <p>The Final Fairness Hearing is scheduled for [INSERT].</p>

WHAT THIS NOTICE CONTAINS

Basic Information..... Pages 3-4

1. How do I know if I am affected by the lawsuit and Settlement?
2. What is this case about?
3. Why is there a Settlement?
4. Why is this a class action?
5. How do I know if I am included in the Settlement?

The Settlement Benefits..... Pages 4-5

6. What does this Settlement provide?
7. How to submit a Claim?
8. What am I giving up as part of the Settlement?
9. Will the Class Representative receive compensation?

Exclude Yourself..... Page 6

10. How do I exclude myself from the Settlement?
11. If I do not exclude myself, can I sue later?
12. What happens if I do nothing at all?

The Lawyers Representing You Page 6

13. Do I have a lawyer in the case?
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Objecting to the Settlement..... Page 7

15. How do I tell the Court that I do not like the Settlement?
16. What is the difference between objecting and asking to be excluded?

The Final Fairness Hearing..... Page 8

17. When and where will the Court decide whether to approve the Settlement?
18. Do I have to come to the hearing?
19. May I speak at the hearing?

Do Nothing..... Page 8

20. What happens if I do nothing?

Get More Information Page 8

21. How do I get more information about the Settlement?

BASIC INFORMATION

1. How do I know if I am affected by the Lawsuit and Settlement?

You are a Settlement Class Member if you were mailed written notification by Okanogan Behavioral Healthcare (“OBHC”) that your Private Information was potentially compromised as a result of the Data Incident discovered by OBHC in May 2024.

The Settlement Class specifically excludes: (i) “OBHC”, its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other 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. This Notice explains the nature of the lawsuit and claims being settled, your legal rights, and the benefits to the Settlement Class.

2. What is this case about?

This case is known as *John Doe v. Okanogan Behavioral Healthcare*, Case No. 24-2-00502-24, filed in the Superior Court for the State of Washington, Okanogan County. The person who sued is called the “Plaintiff” and the company they sued, OBHC, is known as the “Defendant” in this case. OBHC will be called “Defendant” in this Notice.

Plaintiff filed a lawsuit against Defendant, individually, and on behalf of anyone whose Private Information was potentially impacted as a result of the Data Incident.

This Lawsuit arises out of allegations of unauthorized access to OBHC’s systems and certain files containing sensitive and/or personal information about OBHC’s patients including, but not limited to, names, contact information, Social Security numbers, dates of birth, driver’s license numbers, other identification numbers, medical information, treatment information, diagnosis information, and health insurance information (collectively “Private Information”), and which was discovered by OBHC in May 2024 (the “Data Incident”). After learning of the Data Incident, notification was mailed to persons whose Private Information may have been impacted by the Data Incident. Subsequently, this lawsuit was filed asserting claims against OBHC relating to the Data Incident. OBHC denies Plaintiff’s claims and denies any wrongdoing.

3. Why is there a Settlement?

By agreeing to settle, both sides avoid the cost, disruption, and distraction of further litigation. The Class Representative, Defendant, and their attorneys believe the proposed Settlement is fair, reasonable, and adequate and, thus, best for the Settlement Class Members. The Court did not decide in favor of the Plaintiff or Defendant.

4. Why is this a class action?

In a class action, one or more people called a “Class Representative” sue on behalf of all people who have similar claims. All of these people together are the “Settlement Class” or “Settlement Class Members.”

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

You are included in the Settlement if you were mailed written notification by Okanogan Behavioral Healthcare (“OBHC”) that your Private Information was potentially compromised as a result of the Data Incident discovered by OBHC in May 2024. If you are not sure whether you are included as a Settlement

Class Member, or have any other questions about the Settlement, visit [INSERT], call toll free [INSERT], or write to [INSERT].

THE SETTLEMENT BENEFITS

6. What does this Settlement provide?

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

Expense Reimbursement

Reimbursement for Documented Out-of-Pocket Expenses (Ordinary Losses): All Settlement Class Members who submit a Valid Claim using the Claim Form are eligible for the following documented out-of-pocket expenses, not to exceed \$300 per Settlement Class Member, that were incurred as a result of the Data Incident: (i) reimbursed bank fees; (ii) long distance phone charges; (iii) cell phone charges (only if charged by the minute); (iv) data charges (only if charged based on the amount of data used); (v) postage; and (vi) gasoline and mileage for travel purchased by Settlement Class Members between May 13, 2024 and the date of the Preliminary Approval Order. To receive reimbursement for any of the above-referenced out-of-pocket expenses, Settlement Class Members must submit a valid and timely claim, including necessary supporting documentation, to the Claims Administrator.

Reimbursement for Documented Extraordinary Losses: Settlement Class Members are also eligible to receive reimbursement for extraordinary losses, not to exceed \$5,000 per Settlement Class Member, for documented monetary loss that: (i) is actual, documented, and unreimbursed; (ii) was more likely than not caused by the Data Incident; (iii) occurred between May 13, 2024 and the close of the Claims Period; and (iv) is not already covered by one or more of the other reimbursement categories. Settlement Class Members must also provide documentation that he or she made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.

Credit Monitoring: All Settlement Class Members are eligible to enroll in two years of Cy Ex Medical Shield Complete credit monitoring. This benefit includes \$1,000,000 of identity theft protection insurance. You may sign up before the Claims Deadline on [INSERT] by selecting the credit monitoring option on the Claim Form, which will provide two (2) years of monitoring.

Alternative Cash Payment: Instead of enrolling in the Credit Monitoring, you may claim a one-time \$50 cash payment. This Alternative Cash Payment may be combined with a request for Documented Out-of-Pocket Expenses and Documented Extraordinary Losses.

Information Security Improvements: OBHC will implement or maintain various data security improvements. Any costs associated with these security improvements will be paid by OBHC separate and apart from other Settlement Benefits.

7. How to submit a claim?

All claims will be reviewed by the Claims Administrator. You must file a Claim Form to get any Settlement Benefit from the proposed Settlement. Claim Forms must be submitted online by [INSERT] or postmarked no later than [INSERT]. You can download a Claim Form at [INSERT] or you can call the Claims Administrator at [INSERT].

8. What am I giving up as part of the Settlement?

If you stay in the Settlement Class, you will be eligible to receive the Settlement Benefits, but you will not be able to sue OBHC and its Related Entities and each of their past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, directors, officers, principals, agents, attorneys, insurers, and reinsurers regarding the claims in this case. The Settlement Agreement, which includes all provisions about settled claims, releases, and Released Persons, is available at [\[INSERT WEBSITE\]](#).

The only way to keep the right to sue is to exclude yourself (*see* Question 10), otherwise you will be included in the Settlement Class, if the Settlement is approved, and you give up the right to sue for the claims in this case.

9. Will the Class Representative receive compensation?

Yes. The Class Representative will receive a service award of up to \$5,000, to compensate him for his services and efforts in bringing the lawsuit. The Court will make the final decision as to the amount, if any, to be paid to the Class Representative.

EXCLUDE YOURSELF

10. How do I exclude myself from the Settlement?

If you do not want to be included in the Settlement, you must send a timely written request for exclusion. Your request for exclusion must be individually signed by you. Your request must clearly manifest your intent to be excluded from the Settlement.

Your written request for exclusion must be postmarked no later than [\[INSERT\]](#) to:

[\[INSERT MAILING ADDRESS\]](#)

Instructions on how to submit a request for exclusion are available at [\[INSERT WEBSITE\]](#) or from the Claims Administrator by calling [\[INSERT PHONE #\]](#).

If you exclude yourself, you will not be able to receive any Settlement Benefits from the Settlement and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit and you will keep your right to sue the Defendant on your own for the claims that this Settlement resolves.

11. If I do not exclude myself, can I sue later?

No. If you do not exclude yourself from the Settlement, and the Settlement is approved by the Court, you forever give up the right to sue the Released Persons (listed in Question 8) for the claims this Settlement resolves.

12. What happens if I do nothing at all?

If you do nothing, you will be bound by the Settlement if the Court approves it, you will not get any Settlement Benefits from the Settlement, you will not be able to start or proceed with a lawsuit, or be part of any other lawsuit against the Released Persons (listed in Question 8) about the settled claims in this case at any time.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in the case?

Yes. The Court has appointed Cassandra P. Miller of the law firm STRAUSS BORRELLI PLLC (called “Class Counsel”) to represent the interests of all Settlement Class Members in this case. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

14. How will the lawyers be paid?

Class Counsel will apply to the Court for an award of attorneys’ fees, costs, and litigation expenses in an amount not to exceed \$200,000. A copy of Class Counsel’s Application for Attorneys’ Fees, Costs, and Expenses will be posted on the Settlement Website, [INSERT WEBSITE], before the Final Fairness Hearing. The Court will make the final decisions as to the amounts to be paid to Class Counsel, and may award less than the amount requested by Class Counsel.

OBJECTING TO THE SETTLEMENT

15. How do I tell the Court that I do not like the Settlement?

If you want to tell the Court that you do not agree with the proposed Settlement or some part of it, you can submit an objection telling it why you do not think the Settlement should be approved. Objections must be submitted in writing and include all the following information:

Such notice shall state:

- (i) the objector’s full name, address, telephone number, and e-mail address (if any);
- (ii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of notice, copy of original notice of the Data Incident);
- (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable;
- (iv) the identity of any and all counsel representing the objector in connection with the objection;
- (v) a statement whether the objector and/or his or her counsel will appear at the Final Fairness Hearing;
- (vi) the objector’s signature and the signature of the objector’s duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation); and
- (vii) a list, by case name, court, and docket number, of all other cases in which the objector and/or the objector’s counsel has filed an objection to any proposed class action settlement within the last three (3) years.

Your Objection must include the case name and docket number, *John Doe v. Okanogan Behavioral Healthcare*, Case No. 24-2-00502-24 (the “OBHC Action”), and be submitted to the Clerk of the Court by First-Class mail, received no later than [INSERT DATE], to:

[INSERT COURT CLERK INFORMATION]

In addition, you must mail a copy of your objection to Class Counsel and Defense Counsel, postmarked no later than [INSERT DATE]:

CLASS COUNSEL	DEFENSE COUNSEL
<p style="text-align: center;">Cassandra P. Miller STRAUSS BORRELLI PLLC 980 N Michigan Ave, Suite 1610 Chicago, IL 60611</p>	<p style="text-align: center;">Paul G. Karlsgodt BAKER & HOSTETLER, LLP 1801 California St. Suite 4400 Denver, CO 80202</p>

If you do not submit your objection with all requirements, or if your objection is not received by [INSERT DATE], you will be considered to have waived all Objections and will not be entitled to speak at the Final Fairness Hearing.

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

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

THE FINAL FAIRNESS HEARING

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

The Court will hold the Final Fairness Hearing at [INSERT DATE, TIME, LOCATION]. The hearing may be moved to a different date, time, or location without additional notice, so it is recommended that you periodically check [INSERT WEBSITE] for updated information.

At the hearing, the Court will consider whether the proposed Settlement is fair, reasonable, adequate, and is in the best interests of Settlement Class Members, and if it should be approved. If there are valid objections, the Court will consider them and will listen to people who have asked to speak at the hearing if the request was made properly. The Court will also consider the award of Attorneys' Fees, Costs, and Expenses to Class Counsel and the request for a service award to the Class Representative.

18. Do I have to come to the hearing?

No. You are not required to come to the Final Fairness Hearing. However, you are welcome to attend the hearing at your own expense.

If you submit an Objection, you do not have to come to the hearing to talk about it. If your objection was submitted properly and on time, the Court will consider it. You also may pay your own lawyer to attend the Final Fairness Hearing, but that is not necessary.

19. May I speak at the hearing?

Yes. You can speak at the Final Fairness Hearing but you must ask the Court for permission. To request permission to speak, you must file an objection according to the instructions in Question 15, including all the information required. You cannot speak at the hearing if you exclude yourself from the Settlement.

DO NOTHING

20. What happens if I do nothing?

If you do nothing, you will not get any money from the Settlement, you will not be able to sue for the claims in this case, and you release the claims against Defendant described in Question 8.

GET MORE INFORMATION

21. How do I get more information about the Settlement?

This is only a summary of the proposed Settlement. If you want additional information about this lawsuit, including a copy of the Settlement Agreement, the Complaint, the Court's Preliminary Approval Order, Class Counsel's Application for Attorneys' Fees and Expenses, and more, please visit [**INSERT WEBSITE**] or call [**INSERT PHONE**]. You may also contact the Claims Administrator at [**INSERT MAILING ADDRESS**].

**PLEASE DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT
OR LITIGATION TO THE CLERK OF THE COURT, THE JUDGE, DEFENDANT, OR
DEFENDANT'S COUNSEL.**

— EXHIBIT C —

Your claim must
be submitted
online or
postmarked by:

DATE

John Doe v. Okanogan Behavioral Healthcare.
Case No. 24-2-00502-24
Superior Court of Okanogan County, Washington

DATA INCIDENT SETTLEMENT CLAIM FORM

Your claim must
be submitted
online or
postmarked by:

DATE

GENERAL INSTRUCTIONS

Who is eligible to file a claim? The court has defined the Class as: “All individuals residing in the United States whose PII/PHI was compromised in the Data Breach discovered by Okanogan Behavioral Healthcare in May 2024, including all those individuals who received notice of the breach.”

Excluded from the Settlement Class are: (i) Defendant, its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other 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.

COMPLETE THIS CLAIM FORM IF YOU ARE A CLASS MEMBER AND WISH TO RECEIVE ONE OR MORE OF THE FOLLOWING SETTLEMENT BENEFITS

AVAILABLE BENEFITS

OBHC has agreed to pay for a number of different benefits.

First, all Class Members may seek reimbursement for Documented Ordinary Losses (Out-of-Pocket Expenses), and Documented Extraordinary Losses, as explained in more detail below.

Second, all Class Members may choose between a cash payment option of \$50 or enrollment in two years of **Cy Ex Medical Shield Complete**:

Documented Ordinary and Extraordinary Losses

Documented Ordinary Losses (Out-of-Pocket Expenses). If you incurred actual, documented out-of-pocket expenses due to the Data Incident, you can get back up to **\$300.00**. The losses must have occurred between **May 13, 2024**, and the date of the Preliminary Approval Order.

This benefit covers out-of-pocket expenses like:

- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

Questions? Call [INSERT] Toll-Free or Visit [INSERT]

Your claim must
be submitted
online or
postmarked by:

DATE

John Doe v. Okanogan Behavioral Healthcare.
Case No. 24-2-00502-24
Superior Court of Okanogan County, Washington

DATA INCIDENT SETTLEMENT CLAIM FORM

Your claim must
be submitted
online or
postmarked by:

DATE

You need to send proof, like 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.

Documented Extraordinary Losses (Losses for Identity Theft or Fraud). If you lost money because of identity theft or fraud, you can get back up to **\$5,000.00**.

You will need to show that:

- the theft or fraud was more likely than not caused by the Data Incident
- the losses are not already covered by **Ordinary Losses**
- you tried to prevent the loss or get your money back, such as by using insurance you already have

The losses must have occurred between **May 13, 2024**, and the close of the Claims Period.

You need to send proof, like bank statements, to show how much you spent or lost or did not get reimbursed. 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.

OPTION 1: CASH PAYMENT

Alternative Cash Payment. You may claim a one-time **\$50.00** cash payment. You do not have to provide any proof or explanation to claim this payment.

OPTION 2: CREDIT MONITORING

CREDIT MONITORING SERVICES. Instead of the benefits in Option 1, you are eligible to enroll in two years of Cy Ex Medical Shield Complete. This benefit includes \$1 million of identity theft protection insurance.

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

- Email: [INSERT]
- Call toll free, 24/7: [INSERT]
- By mail: [INSERT]

THE EASIEST WAY TO SUBMIT YOUR CLAIMS IS ONLINE AT

[WEBSITE]

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

[MAILING CAPTION]

c/o Settlement Administrator

[ADDRESS]

An electronic image of the completed Claim Form can also be emailed to [INSERT EMAIL]

Questions? Call [INSERT] Toll-Free or Visit [INSERT]

**Your claim must
be submitted
online or
postmarked by:**

DATE

John Doe v. Okanogan Behavioral Healthcare.
Case No. 24-2-00502-24
Superior Court of Okanogan County, Washington

DATA INCIDENT SETTLEMENT CLAIM FORM

**Your claim must
be submitted
online or
postmarked by:**

DATE

You must submit online, mail, or email your Claim Form by **[INSERT DATE]**.

Questions? Call **[INSERT]** Toll-Free or Visit **[INSERT]**

Your claim must
be submitted
online or
postmarked by:

DATE

John Doe v. Okanogan Behavioral Healthcare.
Case No. 24-2-00502-24
Superior Court of Okanogan County, Washington

Your claim must
be submitted
online or
postmarked by:

DATE

DATA INCIDENT SETTLEMENT CLAIM FORM

Venmo

Mobile number, if different than you provided in Section 1: _____

Zelle

Email address or mobile number, if different than you provided in Section 1: _____

Physical Check

Payment will be mailed to the address provided in Section 1.

VII. ATTESTATION & SIGNATURE

I swear and affirm on penalty of perjury that the information provided in this Claim Form, and any supporting documentation, provided 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.

Signature

Printed Name

Date

Questions? Call [INSERT] Toll-Free or Visit [INSERT]

— EXHIBIT D —

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF OKANOGAN

JOHN DOE, on behalf of himself and all
others similarly situated,

Plaintiff,

v.

OKANOGAN BEHAVIORAL
HEALTHCARE,

Defendant.

No.: 24-2-00502-24

[PROPOSED] PRELIMINARY APPROVAL ORDER

Before the Court is Plaintiff John Doe’s (“Plaintiff”) Motion for Preliminary Approval of Class Action Settlement (**Doc. No. __**) (the “Motion”), the terms of which are set forth in a Settlement Agreement between Plaintiff and Defendant Okanogan Behavioral Healthcare (“OBHC”) and, together with Plaintiff, the “Parties”), with accompanying exhibits attached as **Exhibit 1** to Plaintiff’s Memorandum of Law in Support of their Motion (the “Settlement Agreement” or the “Agreement”).¹

Having fully considered the issue, the Court hereby **GRANTS** the Motion and **ORDERS** as follows:

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

All individuals residing in the United States whose PII/PHI was compromised in the Data [Incident] discovered by Okanogan Behavioral Healthcare in May 2024, including all those individuals who received notice of the breach.

Excluded from the Settlement Class are (i) Defendant, its officers and directors; (ii) all

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

Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other 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.

Pursuant to Washington Rule of Civil Procedure (the “Rule”) 23(e), the Court finds that giving notice is justified. The Court finds that it will likely be able to approve the proposed Settlement as fair, reasonable, and adequate. The Court also finds that it will likely be able to certify the Settlement Class for purposes of judgment on the Settlement because it meets all of the requirements of Rule 23(a). Specifically, the Court finds for settlement purposes only that: (a) the Settlement Class are so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are issues of law and fact that are common to the Settlement Class; (c) the claims of the Settlement Class Representative are typical; and (d) the Settlement Class Representative will fairly and adequately protect the interests of the Settlement Class.

2. **Settlement Class Representative and Settlement Class Counsel.** The Court finds for settlement purposes only that Plaintiff John Doe will likely satisfy the requirements of Rule 23 and should be appointed as the Settlement Class Representative. Additionally, the Court finds that Cassandra P. Miller of Strauss Borrelli, PLLC will likely satisfy the requirements of Rule 23 and should be appointed as Settlement Class Counsel.

3. **Preliminary Settlement Approval.** Upon preliminary review, the Court finds the Settlement is fair, reasonable, and adequate to warrant providing notice of the Settlement to the Settlement Class and accordingly is preliminarily approved. In making this determination, the Court has considered the monetary and non-monetary benefits provided to the Settlement Class

through the Settlement, the specific risks faced by the Settlement Class in prevailing on their claims, the good faith, arms' length negotiations between the Parties and absence of any collusion in the Settlement, the effectiveness of the proposed method for distributing relief to the Settlement Class, the proposed manner of allocating benefits to Settlement Class Members, the equitable treatment of the Settlement Class Members under the Settlement, and all of the other factors required by Rule 23 and relevant case law.

4. **Jurisdiction.** The Court has subject matter jurisdiction pursuant to RCW § 2.08.010 and personal jurisdiction over the parties before it. Additionally, venue is proper in this County pursuant to RCW § 4.12.020(3).

5. **Final Approval Hearing.** A Final Approval Hearing shall be held on _____, 202___, at the Okanogan County Courthouse, [or via telephone or videoconference], where the Court will determine, among other things, whether: (a) the Settlement Class should be finally certified for settlement purposes pursuant to Rule 23; (b) the Settlement should be approved as fair, reasonable, and adequate, and finally approved pursuant to Rule 23; (c) this action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members (who have not timely and validly excluded themselves from the Settlement) should be bound by the releases set forth in the Settlement Agreement; (e) the application of Settlement Class Counsel for an award of Attorneys' Fees, Costs, and Expenses should be approved; and (f) the application of the Settlement Class Representative for a Service Award should be approved.

6. **Settlement Administrator.** The Court appoints Simpluris, Inc. as the Settlement Administrator, with responsibility for class notice and settlement administration. The Settlement Administrator is directed to perform all tasks the Settlement Agreement requires. The Settlement

Administrator's fees will be paid pursuant to the terms of the Settlement Agreement.

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

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

The Settlement Administrator is directed to carry out the Notice program in conformance with the Settlement Agreement.

9. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded from the Settlement Class must individually sign and timely submit a written request to the

designated address established by the Settlement Administrator in the manner provided in the Notice. The written request must clearly manifest a person's intent to be excluded from the Settlement Class, as set forth in the Settlement Agreement, and must be submitted individually, *i.e.*, one request is required for every Settlement Class Member seeking exclusion. To be effective, such requests for exclusion must be postmarked no later than the Opt-Out Deadline, which is no later than sixty (60) days after the Notice Deadline, and as stated in the Notice.

Within seven (7) days after the Opt-Out Deadline, the Settlement Administrator shall furnish to Class Counsel and to OBHC's Counsel a complete list of all timely and valid requests for exclusion.

If a Final Approval Order and Judgment is entered, all Persons falling within the definition of the Settlement Class who do not timely and validly request to be excluded from the Settlement Class shall be bound by the terms of this Settlement Agreement and the Final Approval Order and Judgment. All Persons who submit valid and timely requests to be excluded from the Settlement Class shall not receive any cash benefits of and/or be bound by the terms of the Settlement Agreement.

10. **Objections and Appearances.** A Settlement Class Member (who does not submit a timely written request for exclusion) desiring to object to the Settlement Agreement may submit a timely written objection by the Objection Deadline and as stated in the Notice. The Notice shall instruct Settlement Class Members who wish to object to the Settlement Agreement to file their objections with the Court. The Notice also shall advise Settlement Class Members of the deadline for submission of any objections—the "Objection Deadline." Any such objections to the Settlement Agreement must be written and must include all of the following: (i) the name of the proceedings; (ii) the Settlement Class Member's full name, current mailing address, telephone

number, and email address (if any); (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) the identity of any attorneys representing the objector; (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) a list of all other lawsuits (if any) in which you and/or your attorney has submitted an objection to a class action settlement within the last three (3) years; and (vii) the signature of the Settlement Class Member or the Settlement Class Member's attorney.

To be timely, written notice of an objection must be filed with the Clerk of Court by the Objection Deadline, which is no later than sixty (60) days from the Notice Deadline.

Any Settlement Class Member who fails to comply with the requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Action, and shall be precluded from seeking any review of the Settlement Agreement and/or Final Approval Order and Judgment by appeal or other means. The provisions stated in Paragraph 53 of the Settlement Agreement shall be the exclusive means for any challenge to the Settlement Agreement. Any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Final Order and Judgment to be entered upon final approval shall be pursuant to appeal under the Washington Rules of Appellate Procedure and not through a collateral attack.

11. **Claims Process.** Settlement Class Counsel and OBHC have created a process for Settlement Class Members to claim benefits under the Settlement. The Court preliminarily approves this process and directs the Settlement Administrator to make the Claim Form or its substantial equivalent available to Settlement Class Members in the manner specified in the

Notice. The Settlement Administrator will be responsible for effectuating the claims process.

Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirement and procedures specified in the Notice and the Claim Form. If the Final Order and Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Final Order and Judgment, including the releases contained therein.

12. **Termination of Settlement.** Settlement Class Counsel (on behalf of the Settlement Class Members) and Defendant shall have the right to terminate this Agreement by providing written notice of their or its election to do so (“Termination Notice”): (1) within fourteen (14) days of the Court’s refusal to grant preliminary approval of the Settlement in any material respect; (2) the Court’s refusal to enter the Final Approval Order and Judgment in any material respect; or (3) the date the Final Approval Order and Judgment is modified or reversed in any material respect by any appellate or other court. Additionally, Defendant may, in its sole discretion, void the Settlement Agreement if the number of Opt-Outs exceeds 25 class members. In such event, this Agreement shall be considered null and void, all of the Parties’ obligations under the Agreement shall cease to be of any force and effect, and the Parties shall return to the status quo ante in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties’ respective pre-Settlement claims and defenses will be preserved.

13. **Use of Order.** This Preliminary Approval Order shall be of no force or effect if the Final Order and Judgment is not entered or there is no Effective Date and shall not be construed or used as an admission, concession, or declaration by or against OBHC of any fault, wrongdoing,

breach, liability, or propriety of certifying any class. Nor shall this Preliminary Approval Order be construed or used as an admission, concession, or declaration by or against the Class Representative or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claims they may have in this Action or in any other lawsuit.

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

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

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

<u>Event</u>	<u>Deadline</u>
Defendant Provides Class Member Information To Claims Administrator	Within 14 Days Of Entry Of Preliminary Approval Order
Deadline For Claims Administrator To Begin Sending Short Form Notice (By First Class USPS Mail)	Within 30 Days Of Entry Of Preliminary Approval Order
Motion for Attorneys' Fees, Costs, Expenses, and Service Award to Be Filed by Settlement Class Counsel	At Least 14 Days Prior To Opt-Out/Objection Dates
Opt-Out/Objection Date Deadlines	60 Days After Notice Deadline
Claims Administrator Provides Parties With List Of Timely, Valid Opt-Outs	7 Days After Opt-Out Dates
Claims Deadline	90 Days After Notice Deadline
Motion For Final Approval To Be Filed By Class Counsel	At Least 14 Days Prior To Final Approval Hearing
Final Approval Hearing	[COURT TO ENTER DATE AND TIME] No Earlier Than 120 Days After Entry Of Preliminary Approval Order

IT IS SO ORDERED

_____ Dated

_____ Judge

— EXHIBIT E —

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF OKANOGAN

JOHN DOE, on behalf of himself and all
others similarly situated,

Plaintiff,

v.

OKANOGAN BEHAVIORAL
HEALTHCARE,

Defendant.

No.: 24-2-00502-24

PROPOSED FINAL APPROVAL ORDER

Before the Court is Plaintiff John Doe’s (“Plaintiff”) Motion for Final Approval of Class Action Settlement (“Motion for Final Approval”). The Motion seeks approval of the Settlement as fair, reasonable, and adequate. Also before the Court is Plaintiff’s Motion for Attorneys’ Fees, Costs, and Expenses to Settlement Class Counsel, and Service Award Payment to Plaintiff (“Motion for Attorneys’ Fees”).

Having reviewed and considered the Settlement Agreement, Motion for Final Approval, and Motion for Attorneys’ Fees, and having conducted a Final Approval Hearing, the Court makes the findings and grants the relief set forth below approving the Settlement upon the terms and conditions set forth in this Order.

WHEREAS, on _____[DATE], the Court entered an Order Granting Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”) (**Doc. No. __**) which, among other things: (a) conditionally certified this matter as a class action, including defining the class and class claims; (b) appointed Plaintiff as the Settlement Class Representative and appointed Cassandra P. Miller of Strauss Borrelli, PLLC as Settlement Class Counsel; (c) preliminarily approved the Settlement Agreement; (d) approved the form and manner of Notice to

the Settlement Class; (d) set deadlines for opt-outs and objections; (e) approved and appointed the Settlement Administrator; and (f) set the date for the Final Approval Hearing;

WHEREAS, on _____[DATE], pursuant to the Notice requirements set forth in the Settlement Agreement and in the Preliminary Approval Order, the Settlement Class was notified of the terms of the proposed Settlement Agreement, of the right of Settlement Class Members to opt-out, and the right of Settlement Class Members to object to the Settlement Agreement and to be heard at a Final Approval Hearing;

WHEREAS, on _____[DATE], the Court held a Final Approval Hearing to determine, *inter alia*: (1) whether the terms and conditions of the Settlement Agreement are fair, reasonable, and adequate for the release of the claims contemplated by the Settlement Agreement; and (2) whether judgment should be entered dismissing this action with prejudice;

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

WHEREAS, the Court being required under Washington Rule of Civil Procedure (the “Rule”) 23 to make the findings and conclusions hereinafter set forth for the limited purpose of determining whether the Settlement Agreement should be approved as being fair, reasonable, adequate and in the best interests of the Settlement Class;

Having given an opportunity to be heard to all requesting persons in accordance with the Preliminary Approval Order, having heard the presentation of Settlement Class Counsel and counsel for OBHC, having reviewed all of the submissions presented with respect to the proposed Settlement Agreement, having determined that the Settlement Agreement is fair, adequate, and reasonable, having considered the application made by Settlement Class Counsel for attorneys’

fees, costs, and expenses, and the application for a Service Award Payment to the Representative Plaintiff, and having reviewed the materials in support thereof, and good cause appearing:

IT IS ORDERED that:

1. The Court has jurisdiction over the subject matter of this action and over all claims raised in the Action and all Parties thereto, including the Settlement Class.

2. The Settlement Agreement involves allegations in Plaintiff's Class Action Complaint against Defendant for purported failure to implement or maintain adequate data security measures and safeguards to protect Personal Information, which Plaintiff alleges directly and proximately caused injuries to Plaintiff and Settlement Class Members.

3. The Settlement Agreement does not constitute an admission of liability, fault, or wrongdoing of any kind whatsoever by OBHC, the admission of the truth or falsity of any claims or defenses heretofore made or that could have been made, and the Court expressly does not make any finding of fault, liability, or wrongdoing by OBHC.

4. Unless otherwise indicated, words spelled in this Order and Judgment Granting Final Approval of Class Action Settlement ("Final Approval Order and Judgment") with initial capital letters have the same meaning as set forth in the Settlement Agreement.

5. The Court, having reviewed the terms of the Settlement Agreement submitted by the Parties pursuant to Rule 23, grants final approval of the Settlement Agreement, and for purposes of the Settlement Agreement and this Final Approval Order and Judgment only, the Court hereby finally certifies the following Settlement Class:

All individuals residing in the United States whose PII/PHI was compromised in the Data Breach discovered by Okanogan Behavioral Healthcare in May 2024, including all those individuals who received notice of the breach.

Excluded from the Settlement Class are (i) Defendant, its officers and directors; (ii) all

Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other 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.

6. The Settlement Agreement was entered into in good faith following arm's length negotiations and is non-collusive. The Settlement Agreement is in the best interests of the Settlement Class and is therefore approved. The Court finds that the Parties faced significant risks, expenses, delays, and uncertainties, including as to the outcome, including on appeal, of continued litigation of this complex matter, which further supports the Court's finding that the Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class Members. The Court finds that the uncertainties of continued litigation in both the trial and appellate courts, as well as the expense associated with it, weigh in favor of approval of the settlement reflected in the Settlement Agreement.

7. The Settlement Agreement provides, in part, and subject to a more detailed description of the settlement terms in the Settlement Agreement, for:

- a. Claims Administration as outlined in the Settlement Agreement whereby Settlement Class Members can submit claims that will be evaluated by a 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 checks.

- c. Defendant to pay, subject to the approval and award of the Court, the reasonable attorneys' fees, costs, and expenses of Class Counsel and Service Award Payment to the Class Representative.

The Court readopts and incorporates herein by reference its preliminary conclusions as to the satisfaction of Rule 23 set forth in the Preliminary Approval Order and notes that because this certification of the Settlement Class is in connection with the Settlement Agreement rather than litigation, the Court need not address any issues of manageability that may be presented by certification of the Settlement Class proposed in the Settlement Agreement.

8. The terms of the Settlement Agreement are fair, adequate, and reasonable and are hereby approved, adopted, and incorporated by the Court. Notice of the terms of the Settlement, the rights of Settlement Class Members under the Settlement, the Final Approval Hearing, Plaintiff's application for attorneys' fees, costs, and expenses, and the Service Award Payment to the Settlement Class Representative have been provided to Settlement Class Members as directed by this Court's Orders, and proof of Notice has been filed with the Court.

9. The Court finds that the Notice, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order, was the best notice practicable under the circumstances, was reasonably calculated to provide and did provide due and sufficient notice to the Settlement Class of the pendency of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and their right to object and to appear at the final approval hearing or to exclude themselves from the Settlement Agreement, and satisfied the requirements of the Washington Rules of Civil Procedure, the United States Constitution, and other applicable law.

10. As of the Opt-Out deadline, _____ potential Settlement Class Members have

requested to be excluded from the Settlement. Their names are set forth in **Exhibit A** to this Final Approval Order and Judgment. Those persons are not bound by the Settlement Agreement and this Final Approval Order and Judgment and shall not be entitled to any of the benefits afforded to the Settlement Class Members under the Settlement Agreement, as set forth in the Settlement Agreement. All Settlement Class Members who have not validly excluded themselves from the Settlement Class are bound by this Final Approval Order and Judgment.

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

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

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

14. The Parties, their respective attorneys, and the Settlement Administrator are hereby directed to consummate the Settlement Agreement in accordance with this Final Approval Order and Judgment and the terms of the Settlement Agreement.

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

16. Within the time period set forth in the Settlement Agreement, the relief provided

for in the Settlement Agreement shall be made available to the various Settlement Class Members submitting valid Claim Forms, pursuant to the terms and conditions of the Settlement Agreement.

17. Pursuant to and as further described in the Settlement Agreement, Plaintiff and the Settlement Class Members release claims as follows:

Upon the Effective Date, each-Releasing Party shall be deemed to have, and shall have, waived any and all provisions, rights, and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States (including, without limitation, California Civil Code §§ 1798.80 *et seq.*, Montana Code § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which is similar, comparable or equivalent to Section 1542 of the California Civil Code. 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, as that term is defined in this paragraph. 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.

“Released Claims” means any and all claims, liabilities, rights, demands, suits, actions, causes of action, obligations, damages, penalties, costs, attorneys’ fees, losses, and remedies of every kind or description—whether known or unknown (including Unknown Claims), existing or potential, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that are based on, arise out of, or in any way relate to the Data Incident or any of the facts alleged or claims asserted in the Action (including the Class Action Complaint and

any amendment thereto), Defendant's information security policies and practices, or Defendant's maintenance or storage of Personal Information, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or any of other source of law.

"Released Party" means Defendant, the Related Entities, and each of their past or present parents, subsidiaries, divisions, departments, owners, and related or affiliated entities, including joint ventures and joint venture partners, and each of their respective predecessors, successors, assigns, officers, directors, employees, owners, members, advisors, vendors, stockholders, partners, principals, agents, attorneys, representatives, insurers, reinsurers, subrogees, and assigns. Each of the Released Parties may be referred to individually as a "Released Party."

18. The Court grants final approval to the appointment of Plaintiff John Doe as Settlement Class Representative. The Court concludes that the Settlement Class Representative has fairly and adequately represented the Settlement Class and will continue to do so.

19. Pursuant to the Settlement Agreement, and in recognition of their efforts on behalf of the Settlement Class, the Court approves a payment to the Settlement Class Representative in the amount of \$5,000.00 as a Service Award Payment. Defendant shall make such payment in accordance with the terms of the Settlement Agreement.

20. The Court grants final approval to the appointment of Cassandra P. Miller of Strauss Borrelli as Settlement Class Counsel. The Court concludes that Settlement Class Counsel has adequately represented the Settlement Class and will continue to do so.

21. The Court, after careful review of the fee petition filed by Settlement Class Counsel, and after applying the appropriate standards required by relevant case law, hereby grants Settlement Class Counsel's application for combined attorneys' fees, costs, expenses in the amount

of \$200,000.00. Payment shall be made pursuant to the terms of the Settlement Agreement.

22. This Final Approval Order and Judgment, the Settlement Agreement, or any action taken hereunder shall constitute or be construed as an admission of the merit or validity of any claim or any fact alleged in the Lawsuit or of any wrongdoing, fault, violation of law, or liability of any kind on the part of OBHC or the Released Persons or any admission by OBHC or the Released Persons with respect to any claim or allegation made in any action or proceeding or any concession as to the merit of any of the claims asserted by Plaintiff in the Action. This Final Approval Order and Judgment and the Settlement Agreement shall not be offered or be admissible in evidence against either Party or the Released Persons or cited or referred to in any action or proceeding, except in an action or proceeding brought to enforce its terms. Nothing contained herein or in the Settlement Agreement is or shall be construed or admissible as an admission by OBHC or the Released Persons that Plaintiff's claims or any similar claims are suitable for class treatment outside of this Settlement Agreement.

23. If the Effective Date, as defined in the Settlement Agreement, does not occur for any reason, this Final Approval Order and Judgment and the Preliminary Approval Order shall be deemed vacated, and shall have no force and effect whatsoever; the Settlement Agreement shall be considered null and void; all of the Parties' obligations under the Settlement Agreement, the Preliminary Approval Order, and this Final Approval Order and Judgment and the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated *nunc pro tunc*, and the Parties shall be restored to their respective positions in the Action, as if the Parties never entered into the Settlement Agreement (without

prejudice to any of the Parties' respective positions on the issue of class certification or any other issue). In such event, the Parties will jointly request that all scheduled deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel. Further, in such event, Defendant will pay amounts already billed or incurred for costs of notice to the Settlement Class, and Settlement Administration, and will not, at any time, seek recovery of same from any other Party to the Action or from counsel to any other Party to the Action.

24. This Court shall retain the authority to issue any order necessary to protect its jurisdiction from any action, whether in state or federal court.

25. Without affecting the finality of this Final Order and Judgment, the Court will retain jurisdiction over the subject matter and the Parties with respect to the interpretation and implementation of the Settlement Agreement for all purposes.

26. This Order resolves all claims against all Parties in this action and is a final order.

27. The matter is hereby dismissed with prejudice and without costs except as provided in the Settlement Agreement.

IT IS SO ORDERED

Dated

Judge