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AMY MCGHEE, CLERK

By *[Signature]* Deputy

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MONTANA FOURTH JUDICIAL DISTRICT COURT
MISSOULA COUNTY

CLINT STONER, JESSICA THOMPSON,
and JESSE EDENS, on behalf of themselves
and all others similarly situated,

Plaintiffs,

v.

WESTERN MONTANA MENTAL
HEALTH CENTER and BLACKFOOT
COMMUNICATIONS, INC.,

Defendants.

Dept. No. 1

Cause No. DV-25-0000651-OC

Judge: Honorable Jason Marks

**ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION SETTLEMENT AND
AWARDING ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS**

Before the Court is Plaintiffs' Motion for Final Approval of Class Action Settlement and Application for Attorneys' Fees, Costs, and Service Awards.¹ The Court has considered the Motion and supporting declarations and the Settlement Agreement, along with the exhibits attached thereto. In addition, the Court has considered the arguments of counsel presented at the hearing conducted on August 4, 2026, the pleadings, and the record in this case. There is no objection from Defendant Western Montana Mental Health Center ("WMMHC"). The Court determines good cause exists to grant the Motion, and it is hereby granted.

I. Background

This Action arises from a September 2024 Data Incident in which a criminal third party gained unauthorized access to Defendant WMMHC's network and potentially accessed Private

¹ All capitalized terms used herein have the same meanings as those defined in Section II of the Settlement Agreement ("SA"), attached to the Motion as *Exhibit 1*.

Information pertaining to its patients, Plaintiffs, and the proposed Settlement Class. Defendant WMMHC is a healthcare facility in Montana that focuses on the treatment and rehabilitation of individuals with mental health and substance use disorders. SA ¶ 1. During the regular course of administering healthcare services to their patients, Defendant WMMHC collects and retains Private Information belonging to its current and former patients. *Id.* ¶ 2.

Defendant WMMHC became aware of the Data Incident on September 15, 2024, and subsequently mailed notification letters to the individuals whose information may have been impacted. Thereafter, six lawsuits were filed against Defendant WMMHC in the Montana Fourth Judicial District Court for Missoula County. Defendant WMMHC was served process in the first lawsuit.

Shortly after, the Parties decided to explore early resolution and begin settlement discussions. In advance of settlement discussions, Class Counsel consulted with liability and damage experts and propounded informal discovery requests on Defendant WMMHC to which Defendant WMMHC responded by providing information related to, among other things, the nature and cause of the Data Incident, the number and geographic location of victims impacted, and the specific type of information breached. Plaintiffs and Defendant WMMHC negotiated the terms of this Settlement over several weeks. The negotiations were arms-length and contested and ultimately resulted in an agreement on January 16, 2026, on the material terms of a classwide settlement. The Settlement does not include Defendant Blackfoot Communications, Inc.

The Court entered its Preliminary Approval Order on April 2, 2026, preliminarily certifying the Action as a class action for Settlement purposes pursuant to Montana Rule of Civil Procedure 23(a) and (b)(3). The Court did so after considering Rule 23(a), (b)(3), & (e)(2) and

applying the factors of *Churchill Vill., L.L.C. v. Gen. Elec.*, 361 F.3d 566, 575 (9th Cir. 2004)² to find the Settlement likely to be approved as fair, reasonable, and adequate. The Court further designated John Heenan of Heenan & Cook, PLLC, David Paoli of Paoli Law Firm, and Jeff Ostrow of Kopelowitz Ostrow P.A. as Class Counsel, and Plaintiffs as Class Representatives. The Court also appointed Epiq Class Action & Claims Solutions, Inc. as the Settlement Administrator. Thereafter, the Notice Program and Claim Process commenced in accordance with the Agreement and the Preliminary Approval Order.

On August 4, 2026, the Court held a Final Approval Hearing to (1) determine whether to finally certify the Settlement Class; (2) determine whether the terms of the Settlement Agreement and the proposed Settlement provided for therein are fair, reasonable, adequate, and in the best interests of the Settlement Class and should be finally approved; (3) affirm the appointment of Class Counsel, Class Representatives, and the Settlement Administrator; (4) consider the Application for Attorneys' Fees, Costs, and Service Awards; and (5) to hear and consider other matters as appropriate with regard to the Settlement.

II. Opinion and Order

Based on the foregoing, having considered the papers filed and proceedings held in connection with the Settlement, having considered all of the other files, records, and proceedings in the Action, with no objection from Defendant WMMHC and being otherwise fully advised,

IT IS HEREBY ORDERED AND ADJUDGED as follows:

Class Certification and Final Approval of the Settlement

² As the Court noted in the Preliminary Approval Order, “[f]ederal authority on the issue of class certification is instructive because the Montana version of Rule 23 is identical to the corresponding federal rule.” *Chipman v. Nw. Healthcare Corp.*, 2012 MT 242, 43, 366 Mont. 450, 464–65, 288 P.3d 193, 205.

1. The terms of the Agreement are fair, adequate, and reasonable. In so finding, the Court has applied the factors from *Churchill Vill., L.L.C. v. Gen. Elec.*, 361 F.3d 566, 575 (9th Cir. 2004), keeping in mind Montana's strong judicial policy favoring settlements in class action cases. See *Pallister v. Blue Cross & Blue Shield of Mont., Inc.*, 2012 MT 198, ¶ 61, 366 Mont. 175, 195, 285 P.3d 562, 574.

2. The Notice provided to the Settlement Class in accordance with the Preliminary Approval Order was the best notice practicable under the circumstances and constituted due and sufficient notice of the proceedings and matters set forth therein to all those entitled to notice. The Notice and Notice Program fully satisfied the requirements of Montana Rule of Civil Procedure 23 and all other applicable law and rules. The Claim Process is also fair, and the Claim Form is easily understandable.

3. There have been no objections to the Settlement and only one Settlement Class Member has opted-out of the Settlement.

4. Based on the information presented to the Court, the Claim Process is ongoing, and has proceeded consistent with the Agreement and the Preliminary Approval Order. Settlement Class Members who submit Valid Claims shall receive their benefits pursuant to the Settlement's terms. Settlement Class Members who did not submit a Claim, or for whom the Claim is determined to be invalid, shall still be bound by the terms of the Settlement and Releases therein.

5. The distribution plan for Settlement Class Member Benefits in the Agreement is fair, reasonable, and adequate, and is the best practicable distribution plan in this case.

6. The Class Representatives and Class Counsel have fairly and adequately represented and will continue to adequately represent and protect the interests of Settlement Class Members in connection with the Settlement.

7. Because the Court grants Final Approval of the Settlement set forth in the Agreement as fair, reasonable, and adequate, the Court authorizes and directs implementation of all terms and provisions of the Settlement.

8. All Parties and all Settlement Class Members who have not opted-out of the Settlement, are bound by the Settlement as set forth in the Agreement and this Final Approval Order. Settlement Class Member Jan Rnnie has properly and timely opted-out of the Settlement. Jan Rennie will not be bound by the Settlement and the Releases contained therein.

9. The appointment of Plaintiffs as Class Representatives is affirmed.

10. The appointment of John Heenan, David Paoli, and Jeff Ostrow as Class Counsel is affirmed.

11. The Court reaffirms the appointment of Epiq as the Settlement Administrator.

12. The Court affirms its findings that the Settlement Class meets the relevant requirements of Montana Rule of Civil Procedure 23(a) and (b)(3) for only the purposes of the Settlement, namely that the Settlement Class is so numerous that joinder of all members is impractical; there are common issues of law and fact; the claims of the proposed Class Representatives are typical of absent Settlement Class Members; the Class Representatives will fairly and adequately protect the interests of the Settlement Class, as they have no interests antagonistic to or in conflict with the Settlement Class and have retained experienced and competent Class Counsel to prosecute the Action; common issues predominate over any individual issues; and a class action is the superior means of adjudicating the controversy. Class Counsel is also adequate. Therefore, the Court finally certifies the following Settlement Class:

All living individuals residing in the United States whose Private Information was impacted in the Data Incident.

20. Excluded from the Settlement Class are all persons who are: (a) directors and

officers of Defendant WMMHC; (b) the Judge assigned to the Action, that Judge's immediate family, and Court staff; and (c) any Settlement Class Member who timely and validly opts-out of the Settlement.

13. Judgment shall be entered dismissing the Action with prejudice only with respect to Defendant WMMHC, (Defendant Blackfoot remains in the litigation as a Defendant) on the merits.

14. As of the Effective Date, and in exchange for the relief described in the Agreement, the Releasing Parties shall automatically be deemed to have fully, finally, and forever released, acquitted, relinquished, and completely discharged each of the Released Parties from any and all Released Claims, including but not limited to any federal or state statutory or common law claims arising out of or relating to the allegations in the Action or the Data Incident that the Releasing Parties may have or had.

15. With respect to the Released Claims, Plaintiffs and Settlement Class Members, expressly understand and acknowledge it is possible that losses or claims exist or that present losses may have been underestimated in amount or severity. Plaintiffs and Settlement Class Members explicitly took that into account in entering into the Agreement, and a portion of the consideration and the mutual covenants contained therein, having been bargained for between Plaintiffs and Defendant WMMHC with the knowledge of the possibility of such unknown claims for economic loss, were given in exchange for a full accord, satisfaction, and discharge of all such claims as against Defendant WMMHC. Consequently, Plaintiffs, the Settlement Class Members, and the Releasing Parties shall be deemed to have, and by operation of the Settlement 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 (to the extent it is applicable, or any other

similar provision under federal, state or local law to the extent any such provision is applicable), 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.

16. The Releasing Parties also waive the provisions and rights of any law(s) that are comparable in effect to California Civil Code section 1542 (including, without limitation, California Civil Code § 1798.80, et seq.). The Releasing Parties will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, institute, direct, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, contested matter, arbitration, adversary proceeding, miscellaneous proceeding, or similar proceeding, in any capacity whatsoever, against any of the Released Parties that relates to any of the Released Claims. Plaintiffs and all Settlement Class Members and Releasing Parties, and persons purporting to act on their behalf, are permanently enjoined from commencing or prosecuting (either directly, representatively, or in any other capacity) any of the Released Claims against any of the Released Parties in any action or proceeding in any court, arbitration forum, or tribunal.

17. In the event the Effective Date of the Settlement does not occur, the Settlement shall be rendered null and void to the extent provided by and in accordance with the Agreement, and this Order and any other order entered by this Court in accordance with the terms of the Agreement shall be vacated, *nunc pro tunc*. In such event, all orders entered and releases delivered in connection with the Settlement shall be null and void and have no further force and effect, shall not be used or referred to for any purpose whatsoever, and shall not be admissible or discoverable

in any proceeding. The Action shall return to its status immediately prior to execution of the Agreement.

18. The Settlement's terms shall be forever binding on, and shall have res judicata and preclusive effect in, all pending and future lawsuits or other proceedings as to Released Claims (and other prohibitions set forth in this Final Approval Order) that are brought, initiated, or maintained by, or on behalf of, any Settlement Class Member who has not opted-out or any other person subject to the provisions of this Final Approval Order.

19. This Final Approval Order, the Settlement, and all acts, statements, documents, and proceedings relating to the Settlement are not, and shall not be construed as, used as, or deemed to be evidence of, an admission by or against Defendant WMMHC of any claim, any fact alleged in the Action, any fault, any wrongdoing, any violation of law, or any liability of any kind on the part of Defendant WMMHC or of the validity or certifiability as a class for litigation of any claims that have been, or could have been, asserted in the Action.

20. The Court hereby retains and reserves jurisdiction over (1) implementation of this Settlement and any distributions to the Settlement Class Members; (2) the Action, until the Effective Date, and until each and every act agreed to be performed by the Parties shall have been performed pursuant to the terms of the Agreement, including the exhibits appended thereto; and (3) all Parties, for the purpose of enforcing and administering the Settlement.

Application for Attorneys' Fees, Costs, and Service Awards

21. Class Counsel is awarded \$316,666.66 for attorneys' fees (which includes costs). These payments shall be paid by Defendant WMMHC in accordance with the Agreement. The Court concludes Class Counsel's requested fee award is within the range of reason, evaluating Class Counsel's attorneys' fees request using the percentage of the fund method alongside

consideration of the following factors from *Gendron v. Mont. Univ. Sys.*, 2020 MT 82, ¶ 14, 399 Mont. 470, 461 P.3d 115:

(1) The novelty and difficulty of the legal and factual issues involved; (2) The time and labor required to perform the legal service properly; (3) The character and importance of the litigation; (4) The result secured by the attorney; (5) The experience, skill, and reputation of the attorney; (6) The fees customarily charged for similar legal services at the time and place where the services were rendered; (7) The ability of the client to pay for the legal services rendered; and (8) The risk of no recovery.

On the whole, the Court finds the *Gendron* factors are satisfied and the amount of attorneys' fees and costs requested is fair and reasonable.

22. The Class Representatives shall be awarded Service Awards in the amount of \$3,000.00 each. This amount is equal to service awards recently approved in a similar Montana data breach class action case, and well within the range of reason. *See Henderson v. Kalispell Regional Healthcare*, No. CDV-19-0761 (awarding \$3,500 service awards to each class representative). The Class Representatives actively participated in the Action's litigation, including meeting with Class Counsel from time to time to assist in the investigation and prosecution of the Action and evaluating the Settlement over the course of negotiations, which led to the Settlement and the substantial benefit it provides to the Settlement Class. The Court therefore approves the Service Awards to the Class Representatives. The Service Awards shall be payable out of the Settlement Fund in accordance with the Agreement.

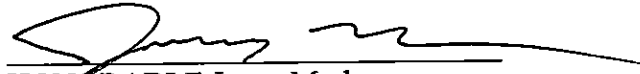
23. The Court hereby approves and directs the remaining value from the Settlement Fund to the Montana Justice Foundation pursuant to M.R.Civ.P.23.

III. Conclusion

For the reasons stated herein, Plaintiffs' Motion for Final Approval of Class Action Settlement and Application for Attorneys' Fees, Costs, and Service Awards is granted. There being

no just reason for delay, the Clerk of Court is hereby directed to enter final judgment forthwith with regard to Defendant WMMHC only.

SO ORDERED on August 4, 2026.


HONORABLE Jason Marks
District Court Judge