

**IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION**

T.R. et al.,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	Case No.: 4:24-cv-00704-SRB
	)	
CLAY-PLATTE FAMILY MEDICINE	)	
CLINIC, P.C., et al.,	)	
	)	
Defendants.	)	
	)	

**ORDER GRANTING PLAINTIFFS’ MOTION FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND PLAINTIFFS’ MOTION FOR ATTORNEYS’ FEES,
EXPENSE REIMBURSEMENT, AND SERVICE AWARDS**

Before the Court are Plaintiffs’ Motion for Final Approval of Class Action Settlement and Suggestions in Support (Docs. #90, 91) (the “Final Approval Motion”) and Plaintiffs’ Motion for Attorneys’ Fees, Expense Reimbursement, and Service Awards (Doc. #89) (the “Fee Motion”).¹ The Parties entered into a Settlement Agreement and Release dated April 6, 2026 (Doc. #82-1) (the “Agreement” or “Settlement”).² Plaintiffs also submitted the Declaration of Stephanie Saunders of Angeion Group, LLC Regarding Implementation of the Notice Plan and Settlement Administration (the “Saunders Declaration”) and the Supplemental Declaration of Amy Crooks of Angeion Group, LLC Regarding Exclusion Requests Received (the “Crooks Supplemental

¹ The Settlement Class Representatives are Breanna Highfill, T.R., D.S., T.S., Charles Leap, Rachel Taylor, Travis Taylor, K.H., H.F., David Dempsey, C.C. on behalf of minor child A.C., Joshua Sartin, and Maria Dunn. The Defendants are Clay-Platte Family Medicine Clinic, P.C., Nathan D. Granger d/b/a Summit Family and Sports Medicine, Cobblestone Family Medicine Clinic d/b/a Clay Platte Family Medicine Clinic P.C., and Barry Pointe Family Care, LLC d/b/a Barry Pointe Family Care P.C. (See Doc. #82).

² All defined terms in this Order have the same meanings ascribed to them in the Agreement.

Declaration”). No Settlement Class Member objected. Having considered the Agreement, the Parties’ submissions and record, and the matters presented at the Final Approval Hearing, the Court GRANTS the Final Approval Motion and the Fee Motion and ORDERS as follows:

1. **Jurisdiction.** The Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(d)(2), and personal jurisdiction over the Parties. Additionally, venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(2).

2. **Final Approval of the Settlement.** The Court finally approves the Settlement as fair, reasonable, and adequate under Federal Rule of Civil Procedure 23(e)(2) and the factors applied in the Eighth Circuit. *See Van Horn v. Trickey*, 840 F.2d 604, 607 (8th Cir. 1988). The Court previously found that the Settlement would likely satisfy those standards and described the relief as “an excellent result for the Settlement Class.” Doc. #87 at 2-3. The post-approval record confirms those findings.

- a. **Adequate representation.** The Settlement Class Representatives and Class Counsel adequately represented the Settlement Class. The Settlement Class Representatives provided information and documents, remained informed and engaged throughout the litigation and settlement process, and assisted Class Counsel in pursuing the claims of the Settlement Class. Class Counsel investigated and litigated the claims, opposed Defendants’ motion to dismiss, pursued discovery, participated in mediation, conducted confirmatory discovery concerning Defendants’ financial condition and available resources, negotiated the Agreement and notice documents, and supervised implementation of the Settlement.
- b. **Arm’s-length negotiations.** The Settlement resulted from informed, non-collusive negotiations following contested litigation and a full-day mediation before experienced mediator Thomas V. Bender. The Parties continued to negotiate for months after mediation

before reaching a term sheet and then completed confirmatory discovery before executing the Agreement.

- c. **Adequacy of relief.** The Settlement creates a \$1,000,000 non-reversionary Settlement Fund that provides reimbursement of Documented Losses up to \$15,000 per eligible claimant, *pro rata* Cash Fund Payments from the Net Settlement Fund, and three years of Medical and Credit Monitoring Services through CyEx Medical Shield Total. Defendants also agreed, separate from the Settlement Fund, to business practice commitments relating to their information-security program for no less than five years. This certain relief is substantial when weighed against the costs, risks, and delay of continued litigation, including disputed issues concerning standing, causation, class certification, liability, damages, trial, appeal, and collectability. Class Counsel also considered Defendants' financial condition and available insurance in evaluating the recovery.
- d. **Effective distribution and class reaction.** The Court-approved Notice Plan and claims process have worked as intended. Angeion Group, LLC identified 53,753 unique Settlement Class Member records and mailed Notice to 53,738 members with complete mailing addresses. Through September 14, 2026, Angeion estimated successful delivery to 52,712 Settlement Class Members, approximately 98.0% of the class. Angeion had received 5,328 Claim Forms, approximately 10% of the Settlement Class Members to whom Notice was successfully delivered, subject to ongoing review and audit and with the claims period still open. The simple mail and online claims process, together with this substantial participation, confirms the effectiveness of the method for distributing relief.
- e. **Fees, agreements, and equitable treatment.** The Settlement is not conditioned on approval of any particular award, there are no agreements required to be identified under

Rule 23(e)(3) other than those set forth in or expressly incorporated into the Agreement, and Settlement Class Members are treated equitably under common eligibility and distribution rules. Only three Settlement Class Members requested exclusion, and no Settlement Class Member objected to the Settlement. The Court therefore finds that each Rule 23(e)(2) factor and the *Van Horn* factors favor final approval.

3. **Final Certification of the Settlement Class.** For settlement purposes only, the Court finally certifies under Rules 23(a) and 23(b)(3) the Settlement Class defined in the Agreement and Preliminary Approval Order as: the approximately 53,916³ individuals residing in the United States who were sent notification by Defendants that their personal information and/or protected health information was potentially compromised as a result of the Data Incident. Excluded from the Settlement Class are: (a) Defendants; (b) any judge or magistrate presiding over the Action and members of their immediate families and judicial staff; and (c) any person who timely and validly requested exclusion. The Court finds that numerosity, commonality, typicality, adequacy, predominance, and superiority are satisfied for the reasons stated in the Preliminary Approval Order and the final-approval record. This certification is solely for purposes of implementing the Settlement and entering judgment.

4. **Settlement Class Representatives and Class Counsel.** The Court confirms Breanna Highfill, T.R., D.S., T.S., Charles Leap, Rachel Taylor, Travis Taylor, K.H., H.F., David Dempsey, C.C. on behalf of minor child A.C., Joshua Sartin, and Maria Dunn as Settlement Class

³ The Agreement and Preliminary Approval Order state the approximate Settlement Class size as 53,916. After preliminary approval, Angeion reviewed the file provided by Defendants and removed duplicate records, resulting in a Settlement Class List containing 53,753 unique Settlement Class Member records. Saunders Decl. ¶ 6. The 53,753 figure is therefore used elsewhere in this Order when referring to the Settlement Class List and settlement-administration results.

Representatives. The Court appoints J. Austin Moore of Stueve Siegel Hanson LLP, Maureen M. Brady of McShane & Brady, LLC, and Phyllis A. Norman of Norman & Graves LLC as Class Counsel under Rule 23(g). The Court finds that Class Counsel are competent, experienced, and well-qualified and have fairly and adequately represented the Settlement Class.

5. **Notice and CAFA Compliance.** The Notice Plan was implemented in accordance with the Agreement and Preliminary Approval Order. Notice was disseminated by First-Class Mail, with appropriate address-updating and re-mailing efforts, and was supplemented by the Settlement Website and toll-free telephone support. The Notice described the Action, the Settlement and available benefits, the claims process, the rights to exclude or object, the requested attorneys' fees, expenses, and service awards, and the Final Approval Hearing. The Court finds that the Notice constituted the best notice practicable under the circumstances, was reasonably calculated to reach Settlement Class Members, and satisfied Rules 23(c)(2)(B) and 23(e) and due process. Angeion also caused the notices required by the Class Action Fairness Act, 28 U.S.C. § 1715, to be sent on April 17, 2026. More than 90 days elapsed between service of the CAFA notices and entry of this Order, satisfying 28 U.S.C. § 1715(d).

6. **Requests for Exclusion and Objections.** The Court finds that Bruce Robertson and Gary Bohanan timely and validly requested exclusion. The Court further finds that, on September 15, 2026, Angeion received an additional request for exclusion from Rebekkah Stuteville. Although Stuteville's request was not postmarked or signed as required by paragraph 64 of the Settlement Agreement, the Parties agreed to accept the request as valid. *See* Crooks Supplemental Decl. ¶ 3. The Court approves the Parties' agreement and accepts Stuteville's request for exclusion as valid for purposes of the Settlement. Accordingly, Bruce Robertson, Gary Bohanan, and Rebekkah Stuteville are excluded from the Settlement Class, are not bound by the

Settlement or this Order or Judgment, do not release any Released Party, and are not entitled to Settlement benefits. No Settlement Class Member filed an objection to the Settlement or the requested awards.

7. **Settlement Administration and Claims.** The Court confirms Angeion Group, LLC as Settlement Administrator and CyEx as the vendor for Medical and Credit Monitoring Services. The Settlement Administrator is authorized and directed to continue accepting timely Claim Forms through the September 30, 2026 Claims Filing Deadline, complete claims review and audits, calculate Settlement benefits, issue activation information and payments, and otherwise administer and distribute the Settlement Fund in accordance with the Agreement and this Order. No portion of the Settlement Fund shall revert to Defendants after the Effective Date.

8. **Releases and Bar Order.** Upon the Effective Date, the Releasing Parties shall be deemed to have released, acquitted, and forever discharged the Released Parties from all Released Claims in accordance with the Agreement and are permanently barred and enjoined from maintaining, causing to be maintained, or voluntarily assisting in maintaining any further demand, action, claim, lawsuit, arbitration, or similar proceeding against any Released Party based on any Released Claim, except to enforce the Agreement or this Order. Nothing in the Settlement or this Order shall be construed to preclude Settlement Class Members from addressing, contacting, participating in, or complying with requests or inquiries from any governmental authorities relating to the issues raised in the Settlement.

9. **Attorneys' Fees and Expense Reimbursement.** The Court GRANTS the Fee Motion as to attorneys' fees and litigation expenses. Rule 23(h) permits the Court to award reasonable attorneys' fees and nontaxable costs authorized by law or the parties' agreement. In this common-fund case, the percentage-of-the-fund method is appropriate. *See Johnston v.*

Comerica Mortg. Corp., 83 F.3d 241, 244–45 (8th Cir. 1996). The reasonableness of the award is evaluated by considering relevant factors from the twelve factors listed in *Johnson v. Georgia Highway Express, Inc.*, 488 F.2d 714, 719–20 (5th Cir. 1974). See *In re Target Corp. Customer Data Sec. Breach Litig.*, 892 F.3d 968, 977 (8th Cir. 2018). Considering the relevant *Johnson* factors, including the contingent nature and risk of the litigation, the time and labor required, the novelty and difficulty of the issues, Class Counsel’s skill and experience, the substantial result obtained, the customary fee, and awards in similar cases, the requested one-third fee is reasonable. The requested \$333,333.33 fee is based only on the \$1,000,000 Settlement Fund and does not seek additional compensation based on the value of the business practice commitments or Medical and Credit Monitoring Services. The fee is also below Class Counsel’s lodestar, resulting in a negative multiplier. The Court awards Class Counsel \$333,333.33 in attorneys’ fees and reimbursement of \$10,799.98 in reasonable litigation expenses, payable from the Settlement Fund in accordance with the Agreement. Class Counsel may allocate the Fee Award and Costs among Plaintiffs’ counsel as provided in the Agreement.

10. **Service Awards.** The Court GRANTS the Fee Motion as to service awards. The Settlement Class Representatives provided information and documents, remained informed and engaged, communicated with Class Counsel, and assisted in pursuing and resolving the claims on behalf of the Settlement Class. Considering the factors identified in *Caligiuri v. Symantec Corp.*, 855 F.3d 860, 867-68 (8th Cir. 2017), the requested awards are reasonable and proportionate to the representatives’ contributions. The Court awards \$2,500 to each of the thirteen Settlement Class Representatives: Breanna Highfill, T.R., D.S., T.S., Charles Leap, Rachel Taylor, Travis Taylor, K.H., H.F., David Dempsey, C.C. on behalf of minor child A.C., Joshua Sartin, and Maria Dunn. The total service-award amount is \$32,500. The Settlement Administrator shall pay the

approved service awards from the Settlement Fund within thirty (30) days of the Effective Date, as provided for in the Agreement.

11. **Retention of Jurisdiction.** Consistent with the Agreement, the Court retains jurisdiction over the implementation, enforcement, performance, administration, and consummation of the Agreement, and retains exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to the Agreement. The Court also retains jurisdiction over all questions and disputes relating to the Notice and the Settlement Administrator.

12. **Final Judgment.** A separate Final Judgment and Order of Dismissal with Prejudice shall be entered under Federal Rule of Civil Procedure 58. The Action shall be dismissed with prejudice, subject to the Court's retained jurisdiction and the terms of the Agreement, this Order, and the Judgment.

IT IS THEREFORE ORDERED that Plaintiffs' Motion for Final Approval of Class Action Settlement (Doc. #90) is GRANTED, and Plaintiffs' Motion for Attorneys' Fees, Expense Reimbursement, and Service Awards (Doc. #89) is GRANTED, consistent with this Order.

IT IS SO ORDERED

Dated: September 29, 2026

/s/ Stephen R. Bough
STEPHEN R. BOUGH
United States District Judge