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.	)	
	)	

PLAINTIFFS' SUGGESTIONS IN SUPPORT OF UNOPPOSED MOTION TO DIRECT CLASS NOTICE AND FOR PRELIMINARY APPROVAL OF PROPOSED CLASS ACTION SETTLEMENT

TABLE OF CONTENTS

<u>**TABLE OF AUTHORITIES**</u>

Cases

Statutes

Rules

I. INTRODUCTION

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, individually and on behalf of all others similarly situated, (collectively "Plaintiffs"), request that the Court preliminarily approve a proposed class settlement reached in this action arising from a June 2024 data breach involving Defendants 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. (collectively, "Defendants"), and thus direct the issuance of notice to putative class members in accordance with the Settlement Agreement dated April 6, 2026, submitted with Plaintiffs' Motion as Exhibit A ("Settlement Agreement" or "Agreement").[1] Plaintiffs allege that on or around June 26, 2024, cybercriminals obtained unauthorized access to Defendants' servers and exfiltrated personally identifiable information ("PII") and protected health information ("PHI") (collectively, "Private Information") of approximately 53,916 current and former patients of Defendants (the "Data Breach"). The Private Information potentially accessed included names, Social Security numbers, dates of birth, addresses, confidential medical information, gender, and telephone numbers.

Under the terms of the Settlement Agreement, Defendants will establish a non-reversionary cash settlement fund of $1,000,000.00 that will be used to pay for (1) reimbursement of class members' documented out-of-pocket costs fairly traceable to the Data Breach, up to $15,000 per individual or, alternatively, a *pro rata* cash payment of remaining funds after other settlement

[1] In support of their motion, Plaintiffs also submit the Declaration of J. Austin Moore ("Moore Decl.") as Exhibit B and the Declaration of Stephanie Saunders of Angeion Group, LLC ("Saunders Decl.") as Exhibit C to Plaintiffs' Motion.

obligations are funded; (2) three years of Medical and Credit Monitoring Services through CyEx Medical Shield Total; (3) settlement notice and administration costs; and (4) attorneys' fees, expenses, and service awards approved by the Court. Defendants have also agreed to implement and maintain certain business practice commitments relating to their information security program that are subject to judicial enforcement. As detailed herein, the Settlement represents an excellent result for the Settlement Class—particularly considering the risks of continued litigation—and readily satisfies the applicable preliminary approval standard of likely to be approved as fair, reasonable, and adequate.

Accordingly, Plaintiffs respectfully move the Court for an Order: (1) finding it will likely be able to approve the proposed Settlement in this matter as fair, reasonable, and adequate and certify the Settlement Class for purposes of entering judgment on the Settlement under Federal Rule of Civil Procedure 23(e); (2) appointing J. Austin Moore of Stueve Siegel Hanson LLP, Maureen M. Brady of McShane & Brady, LLC, and Phyllis A. Norman of Norman & Graves LLC as Interim Class Counsel pursuant to Rule 23(g)(3) ("Proposed Class Counsel"); (3) approving the proposed Notice plan and directing that Notice be issued to the Settlement Class; (4) appointing Angeion Group, LLC as the Settlement Administrator; and (5) entering settlement related deadlines including a date for the Final Approval Hearing.

II. BACKGROUND

A. Summary of the Litigation

Plaintiffs T.R., D.S., and T.S. filed their Complaint in this action on October 29, 2024. (Doc. #1). On January 27, 2025, Plaintiffs filed an Amended Complaint on behalf of 13 plaintiffs that consolidated claims and parties from multiple related actions pending in Missouri state and federal courts, all arising from the June 2024 data breach involving Defendants. (Doc. #13). On April 10, 2025, the Parties submitted a joint proposed scheduling order (Doc. #38), and on April

16, 2025, the Court conducted a Rule 16 conference. (Doc. #44). On July 31, 2025, Defendants moved to dismiss the Amended Complaint. (Docs. #54, #55). While that motion was pending and thereafter, the Parties also engaged in settlement discussions, including mediation before Thomas V. Bender. Although mediation did not immediately resolve the case, it facilitated continued negotiations. Moore Decl., ¶ 4.

Following mediation, Plaintiffs filed their opposition to Defendants' motion to dismiss, which was fully briefed on October 16, 2025. (Docs. #68, 69). On November 3, 2025, the Court issued an order granting the motion in part and denying it in part. (Doc. #70). On November 11, 2025, Plaintiffs served written discovery, which included interrogatories and requests for production of documents. Moore Decl., ¶ 5.

On November 17, 2025, the Parties filed a joint motion to extend Defendants' answer deadline, explaining that they were "in the process of negotiating a term sheet and expect to subsequently negotiate the terms of a settlement agreement." (Doc. #71, ¶ 5). On January 16, 2026, the Parties executed a term sheet and jointly moved the Court to stay all pending deadlines and to set a briefing schedule for preliminary approval of the settlement. (Doc. #73). The Court granted that motion on January 20, 2026. (Doc. #74). Moore Decl., ¶ 6.

B. Summary of the Proposed Settlement Relief

The Settlement will provide benefits to approximately 53,916 individuals residing in the United States who were sent notification by Defendants that their Private Information was potentially compromised as a result of the Data Breach. Excluded from the Settlement Class are Defendants, any judge or magistrate presiding over the Action and members of their immediate families and judicial staff, and any person who timely and validly requests exclusion. *See* Agreement, ¶ 36. Under the terms of the Settlement, Defendants will fund a non-reversionary cash settlement fund in the amount of $1,000,000. Agreement, ¶¶ 38, 41, 44-45; Moore Decl. ¶ 8. The Settlement Fund will be used to pay for the following benefits to the Settlement Class:

1. Reimbursement of Documented Losses

The first component of the Settlement is reimbursement of out-of-pocket expenses and unreimbursed charges fairly traceable to the Data Breach up to $15,000 per individual ("Documented Losses"). *See* Agreement, ¶¶ 10, 46(a). Proposed Class Counsel believe that the $15,000 individual cap will be sufficient to cover all potential losses or expenses incurred as a result of the Data Breach. Moore Decl., ¶ 9. When a victim incurs out-of-pocket expenses relating to a data breach, the expenses are typically associated with seeking advice about how to address the incident (*e.g.*, paying for professional services), paying incidental costs associated with identity theft or fraud (*e.g.*, overdraft fees or costs for sending documents by certified mail), or taking mitigative measures like paying for credit monitoring or credit freezes. *Id*. As such, the out-of-pocket expenses associated with a data breach are generally relatively modest, and rarely exceed several hundred dollars. *Id.* When victims spend more than this amount, it is typically due to professional services such as those provided by an accountant, attorney, or credit repair specialist. Thus, the high individual cap will ensure that even individuals who suffered outlier losses will be eligible to participate in the Settlement. *Id*.

Likewise, the "fairly traceable" is designed to allow class members to be compensated for a broad range of harm likely to flow from the Data Breach. Examples of Documented Losses that are eligible for reimbursement through the Settlement include:

- Out-of-pocket costs, expenses, losses, or other charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of a Settlement Class Member's Private Information;

- Out-of-pocket costs incurred after the Data Breach was disclosed associated with changing accounts or engaging in other mitigative conduct, such costs may include notary, fax, postage, copying, mileage, and long-distance telephone charges;

- Out-of-pocket professional fees incurred to address the Data Breach; and

- Out-of-pocket purchases of credit monitoring or other mitigative services after the Data Breach was disclosed, through the date of the Settlement Class Member's Claim submission.

See Claim Form, Agreement, Ex. 2; Agreement, ¶¶ 10, 28, 46(a).

The documentation necessary to establish Documented Losses is not overly burdensome and can consist of documents such as receipts from third parties, highlighted account statements, phone bills, gas receipts, and postage receipts, among other relevant documentation. *See* Agreement, ¶¶ 10, 28, 46(a), 49; Moore Decl., ¶ 10. If the claim is rejected for any reason, there is also a consumer-friendly process whereby claimants will have the opportunity to cure any deficiencies in their submission if the Settlement Administrator determines a claim for Documented Losses is deficient in whole or part. Agreement, ¶ 50; Moore Decl., ¶ 10.

2. Cash Fund Payment

In lieu of a Documented Loss Payment, Settlement Class Members may elect to receive a Cash Fund Payment. Cash Fund Payments will be made, if any funds remain, from the portion of the Net Settlement Fund remaining after payment of all Approved Claims for Documented Losses. Any such remaining funds will be distributed on a *pro rata* basis, such that each eligible Participating Settlement Class Member receives an equal share of the funds available for Cash Fund Payments. Although Proposed Class Counsel anticipate that participating Settlement Class Members will receive meaningful payments, the Notice and Claim Form make clear that Cash Fund Payments are not guaranteed and that the amount of any such payment will depend on the number and value of valid claims submitted. Agreement, ¶¶ 46(b), 47, 51; Moore Decl., ¶ 11.

3. Credit and Medical Monitoring Services

Separate and apart from the cash Settlement Fund, the Settlement provides Settlement Class Members the opportunity to enroll in three years of Medical and Credit Monitoring Services through CyEx's Medical Shield Total program. Agreement ¶¶ 18, 46(c), 53. Moore Decl. ¶ 12. Medical Shield Total is an integrated identity protection and medical fraud monitoring service designed specifically to address risks associated with the exposure of personal and healthcare-related information in a data security incident. Moore Decl., ¶ 12.

Medical Shield Total provides continuous monitoring of credit activity as well as monitoring of healthcare-related identifiers that could be used to commit medical identity theft. The program includes three-bureau credit monitoring, which alerts individuals to potentially fraudulent activity such as new credit inquiries, loan or credit card applications, or other changes to a consumer's credit file. These alerts allow individuals to promptly investigate suspicious activity and take corrective action before fraudulent activity expands. *Id.*, ¶ 13.

In addition to traditional credit monitoring, Medical Shield Total provides specialized monitoring for healthcare identifiers and related information that may be vulnerable following a healthcare data breach. The service monitors identifiers including health insurance plan numbers, Medical Record Numbers (MRN), Medicare Beneficiary Identifiers (MBI), National Provider Identifiers (NPI), and International Classification of Diseases (ICD) codes to detect potential misuse of healthcare credentials or medical data. The program also includes dark web monitoring, high-risk transaction monitoring, and real-time authentication alerts, which notify individuals if their personal information appears in illicit marketplaces or is used in suspicious transactions. *Id.*, ¶ 14.

The program also includes identity theft insurance coverage of up to $1,000,000 for certain eligible losses arising from identity theft incidents. These combined services are designed to detect suspicious activity quickly, notify individuals in real time, and provide professional assistance to remediate identity theft if necessary. *Id.*, ¶ 15.

Importantly, the Medical and Credit Monitoring Services are available to all Settlement Class Members who submit a valid claim, regardless of whether they seek or receive monetary compensation under the Settlement. Agreement ¶¶ 46, 46(c). This ensures that class members whose Private Information may have been exposed have access to meaningful prospective protection against both financial identity theft and medical identity fraud.

4. Contractual Business Practice Commitments

In addition to the monetary relief and monitoring services provided by the Settlement, Defendants have agreed to implement and maintain contractual business practice commitments designed to strengthen their data security practices and reduce the risk of future incidents. Agreement ¶¶ 60-61. These commitments will remain in place for no less than five (5) years following the Effective Date and will be funded entirely by Defendants, separate and apart from the Settlement Fund. *Id.*; Moore Decl. ¶ 16.

Under the Settlement, Defendants will maintain enhanced cybersecurity training for workforce members, including training on the secure handling and protection of sensitive personal information and awareness of common cybersecurity threats. Agreement ¶ 60(a). Defendants will also maintain enhanced data security policies governing the access, use, and retention of sensitive personal information, along with commercially reasonable technical safeguards such as strengthened authentication requirements and other security controls. *Id.* ¶¶ 60(b)-(c). In addition, Defendants will maintain access controls designed to limit access to personal information to personnel with a legitimate business need and maintain monitoring and incident response procedures designed to detect and respond to suspicious activity. *Id.* ¶¶ 60(d)-(e). These commitments are enforceable. Within thirty days of the Effective Date, Defendants must provide a declaration confirming that the commitments have been implemented or are being implemented consistent with the Settlement Agreement, and the Court retains jurisdiction to enforce these obligations. *Id*. ¶¶ 60, 73.

C. Notice and Settlement Administration

Following a competitive bidding process, the Parties selected Angeion Group, LLC ("Angeion") to serve as the Settlement Administrator and Notice Provider responsible for disseminating notice and administering the Settlement. Moore Decl. ¶ 17; Saunders Decl. ¶¶ 6–7. Angeion is a nationally recognized class action notice and claims administration firm with extensive experience administering complex class action settlements, including data breach matters, and has been repeatedly approved by courts nationwide to perform these services. Saunders Decl. ¶¶ 7–9.

Under the Settlement, Defendants will provide the Settlement Class List to the Settlement Administrator within ten (10) days of entry of the Preliminary Approval Order. Agreement ¶ 62. The Settlement Administrator will then disseminate Notice to Settlement Class Members as soon as practicable, and no later than thirty (30) days after receipt of the Settlement Class List, via direct U.S. mail and email notice to Settlement Class Members whose email addresses are available. Agreement ¶ 63; Moore Decl. ¶ 17; Saunders Decl. ¶¶ 11-12, 14.

As part of the Notice Plan, Angeion will send Notice via first-class U.S. Mail, postage prepaid, to all Settlement Class Members for whom a mailing address is available. The Postcard Notice will be formatted as a double postcard with a detachable Claim Form that Settlement Class Members can complete and return by mail without needing to affix postage. Saunders Decl. ¶ 18. To maximize deliverability, Angeion will update addresses using the United States Postal Service's National Change of Address database, re-mail notices returned with forwarding information, and perform skip tracing to identify updated addresses for notices returned as undeliverable. Saunders

Decl. ¶ 19.

Angeion will also disseminate Email Notice to Settlement Class Members with valid email addresses. Prior to dissemination, email addresses will be validated and scrubbed against known undeliverable addresses, and further verified through Internet Service Providers to confirm deliverability. Saunders Decl. ¶ 15. At the direction of Class Counsel, Angeion may also send reminder email notices to Settlement Class Members prior to the Claims Deadline to further enhance participation. Moore Decl. ¶ 17; Saunders Decl. ¶ 20.

The Notice Plan also includes the establishment of a dedicated Settlement Website that will provide Settlement Class Members with access to key information regarding the Settlement, including the Settlement Agreement, relevant court filings, important deadlines, and instructions for submitting claims. Settlement Class Members will be able to submit Claim Forms electronically through the Settlement Website or by mail. Agreement ¶¶ 39, 54; Saunders Decl. ¶¶ 21-22. The website will be user-friendly, mobile-optimized, and ADA-compliant, and will include frequently asked questions and a secure online claims portal. Saunders Decl. ¶¶ 21-22.

In addition, the Notice Plan provides for a dedicated toll-free telephone number utilizing an interactive voice response system, through which Settlement Class Members may obtain information about the Settlement and request materials. Live operator support will also be available during normal business hours. Saunders Decl. ¶ 23.

The claims administration process is designed to be straightforward and secure. Angeion will receive and review all Claim Forms, determine eligibility, and implement reasonable procedures to identify and prevent fraudulent or duplicative claims, including the use of proprietary fraud detection tools. Saunders Decl. ¶¶ 25, 35. Valid claims will be processed in accordance with the Settlement Agreement, and Settlement payments will be distributed through a variety of methods, including digital payment options and traditional checks. Saunders Decl. ¶¶ 26, 28. Angeion will also establish and maintain a qualified settlement fund and will be responsible for tax reporting and the distribution of settlement payments. Saunders Decl. ¶ 27.

This comprehensive, multi-channel notice program is designed to maximize reach and participation and constitutes the best notice practicable under the circumstances. It satisfies the requirements of Rule 23(c)(2)(B) and due process by providing individualized notice through means reasonably calculated to apprise Settlement Class Members of the Settlement and their rights. Saunders Decl. ¶¶ 11-12, 40.

Angeion has provided a "not-to-exceed" estimate of $97,500 for notice and settlement administration costs, which is reasonable in light of the size of the Settlement Class and the scope of the notice program, and will be paid from the Settlement Fund. Saunders Decl. ¶ 38.

The proposed Class Notice, substantially in the form attached as Exhibit 1 to the Settlement Agreement, satisfies the requirements of Rule 23(c)(2)(B). Moore Decl. ¶ 18; Saunders Decl. ¶¶ 11-12, 40. The Notice is written in plain language and clearly explains the nature of the action, the terms of the Settlement, the benefits available to Settlement Class Members, and the options available to class members, including how to submit a claim, request exclusion, or object to the Settlement. The Notice also identifies Proposed Class Counsel, discloses the maximum attorneys' fees and service awards that may be sought, and directs Settlement Class Members to the Settlement Website where additional information and relevant case documents may be obtained. Moore Decl. ¶ 18.

D. Service Awards and Attorneys' Fees, Costs, and Expenses

The Settlement Fund will also be used to pay any Court-approved attorneys' fees, litigation costs and expenses, and service awards to the Named Plaintiffs. Agreement ¶¶ 44, 83, 85. Class Counsel will move for an award of attorneys' fees not to exceed one-third (33.33%) of the

Settlement Fund, as well as reimbursement of reasonable litigation costs and expenses incurred in prosecuting the Action. Agreement ¶ 85; Moore Decl. ¶ 19.

Class Counsel will also request service award payments of up to $2,500 for each Named Plaintiff in recognition of their time and effort in representing the Settlement Class and assisting in the prosecution and resolution of the Action. Agreement ¶ 83; Moore Decl. ¶ 19.

Class Counsel will file their motion for attorneys' fees, costs, expenses, and service awards no later than twenty-one (21) days before the Opt-Out and Objection Deadlines, allowing Settlement Class Members adequate opportunity to review and respond. Agreement ¶¶ 83, 85; Moore Decl. ¶ 19. Any such awards are subject to approval by the Court and will be paid from the Settlement Fund. Agreement ¶¶ 44, 83, 85.

E. Release of Claims

In exchange for the benefits provided under the Settlement, Settlement Class Members who do not validly exclude themselves will release certain claims against Defendants and the other Released Parties. Specifically, upon the Effective Date, Participating Settlement Class Members will release all claims that were or could have been asserted arising out of or relating to the Data Breach, Defendants' information security practices, or Defendants' maintenance, storage, or handling of the Private Information at issue in this Action. Agreement ¶¶ 29, 79, 81; Moore Decl. ¶ 20.

The Settlement Agreement further provides that the Released Claims include both known and unknown claims arising from the same nucleus of operative facts as the claims asserted in this litigation. Agreement ¶ 80. Accordingly, while the release is comprehensive, it is appropriately limited to the conduct and factual predicate underlying the Action, and does not extend beyond the scope of the claims at issue. Moore Decl. ¶ 20.

III. PRELIMINARY APPROVAL OF THE SETTLEMENT IS WARRANTED

A. Standard For Issuance of Notice

Class action settlements must be approved by the Court. Fed. R. Civ. P. 23(e). The first step is the Court's evaluation of whether directing notice of the proposed settlement to the settlement class is justified. "As a general matter, the law strongly favors settlements and courts should hospitably receive them." *Gibson v. The National Ass'n of Realtors, et al.*, 2026 WL 640989, at *3 (W.D. Mo. Feb. 5, 2026) (Bough, J.) (cleaned up). Furthermore, the determination whether a class action settlement is "fair, reasonable, and adequate" is "committed to the sound discretion of the trial judge. Great weight is accorded his views because he is exposed to the litigants, and their strategies, positions and proofs. He is aware of the expense and possible legal bars to success. Simply stated, he is on the firing line and can evaluate the action accordingly." *Id.*, at *4 (quoting *Van Horn v. Trickey*, 840 F.2d 604, 606-07 (8th Cir. 1988)). Rule 23(e)(2) includes four factors the Court must consider when evaluating settlement fairness. Those factors are whether:

(A) the Class Representatives and Class Counsel have adequately represented the class;

(B) the proposal was negotiated at arm's length;

(C) the relief provided for the Class is adequate, taking into account:

(i) the costs, risks, and delay of trial and appeal;

(ii) the effectiveness of any proposed method of distributing relief to the Class, including the method of processing Class-Member claims;

(iii) the terms of any proposed award of attorney's fees, including timing of payment; and

(iv) any agreement required to be identified under Rule 23(e)(3); and

(D) the proposal treats class members equitably relative to each other.

Fed. R. Civ. P. 23(e)(2).

The Eighth Circuit has also set forth four factors that a court should consider in determining whether to approve a proposed class action settlement. These include: (1) the merits of the plaintiff's case, weighed against the terms of the settlement; (2) the defendant's financial condition; (3) the complexity and expense of further litigation; and (4) the amount of opposition to the settlement. *See Van Horn*, 840 F.2d at 607. "No one factor is determinative, but the 'most important factor in determining whether a settlement is fair, reasonable, and adequate is a balancing of the strength of the plaintiff's case against the terms of the settlement.'" *Holt v. Community America Credit Union*, 2020 WL 12604383, at *2 (W.D. Mo. Sept. 4, 2020) (quoting *Van Horn*, 840 F.2d at 607)).

B. The Proposed Settlement is Fair, Reasonable, and Adequate

As demonstrated below, the proposed Settlement is fair, reasonable, and adequate and the Court should conclude it will likely be able to approve the Settlement.

1. The Class Representatives and Class Counsel are Adequate

The adequacy-of-representation factor supports a finding that the Settlement is fair, reasonable, and adequate. First, the Named Plaintiffs have demonstrated their commitment to representing the interests of the Settlement Class. The Named Plaintiffs provided information and documents to counsel and remained actively engaged with counsel throughout the litigation and settlement process. Each Named Plaintiff has worked with counsel to advance the litigation on behalf of themselves and the Settlement Class and supports the proposed Settlement. Moore Decl. ¶ 24.

Second, Proposed Class Counsel are experienced and well-qualified attorneys with substantial expertise in complex class actions, including data breach litigation. *Id*. For example, Mr. Moore and his firm have prosecuted data breach cases for more than a decade and served as co-lead counsel in the three largest data breach settlements in history. *Id*. Ms. Brady has devoted her career to representing individuals harmed by breaches of confidential information, particularly in the medical setting, and Ms. Norman has served as class counsel in multiple complex cases in Missouri state and federal courts. *Id*. Proposed Class Counsel were further assisted by additional experienced data breach counsel who represented named plaintiffs in the Amended Complaint and contributed to the investigation, development, and prosecution of the claims at issue. *Id*. Collectively, Proposed Class Counsel have significant experience litigating and resolving data breach class actions and are well positioned to represent the interests of the Settlement Class. *Id*.

Counsel's experience and knowledge of data breach litigation enabled them to evaluate the strengths and risks of the claims asserted in this case and to negotiate a settlement that provides meaningful relief to Settlement Class Members. Based on that experience and their investigation of the claims, Proposed Class Counsel believe the Settlement is fair, reasonable, and in the best interests of the Settlement Class. Moore Decl. ¶ 23. *See DeBoer v. Mellon Mortg. Co*., 64 F.3d 1171, 1178 (8th Cir. 1995) (recognizing that class counsel's "experience in this type of litigation" supports providing deference to their views as to the fairness of the settlement). Accordingly, this factor supports preliminary approval of the Settlement.

2. The Settlement Is the Product of Arm's Length Negotiations

The proposed Settlement is the product of arm's-length negotiations between experienced counsel and was reached only after meaningful litigation and the assistance of an experienced mediator. Prior to mediation, the Parties exchanged documents and information that provided Plaintiffs with sufficient evidence and understanding of the relevant facts to evaluate the strengths and weaknesses of the claims and defenses at issue. Moore Decl. ¶ 21. The Parties participated in a full-day mediation before Thomas V. Bender, an experienced mediator in complex civil litigation. *Id*. Although the mediation did not result in an immediate resolution, it facilitated productive discussions that helped narrow the issues and frame the contours of a potential settlement. *Id*.

Following mediation, the Parties continued settlement discussions while simultaneously continuing to litigate the case. Over the ensuing months, counsel negotiated the terms of a detailed term sheet while Plaintiffs continued to press the litigation in the event a settlement could not be reached. *Id.*, ¶ 22. The Parties ultimately reached agreement on a term sheet after ongoing negotiations, and Plaintiffs thereafter conducted confirmatory discovery, including discovery regarding Defendants' financial condition, before finalizing the Settlement Agreement. *Id*. These negotiations occurred in an adversarial context and were conducted by counsel experienced in data breach and complex class action litigation. Accordingly, this factor supports preliminary approval of the Settlement.

3. The Settlement Relief is Excellent Considering the Costs, Risks, and Delay of Trial and Appeal

The relief provided by the Settlement is substantial and well within the range of reasonableness when weighed against the costs, risks, and delay associated with continued litigation. "Cost and risk are an especially salient concern in the data breach context because such cases are particularly risky, expensive, and complex." *Krant v. UnitedLex Corp.*, 2024 WL 5187565, at *3 (D. Kan. Dec. 20, 2024) (cleaned up); *see also In re Netgain Tech., LLC*, 2025 WL 3063288, at *6 (D. Minn. Nov. 3, 2025) ("Data breach cases, such as this one, are especially risky, expensive, and complex.") (collecting case).

The risk involved is highlighted by the fact that historically data breach cases have faced substantial hurdles even in making it past the pleading stage. *See, e.g., C.C. v. Med-Data Inc.*, 2022 WL 970862, at *10 (D. Kan. Mar. 31, 2022) (dismissing data breach claims for lack of Article III injury). Class certification rulings have been reversed on appeal in other data breach cases. *See Maldini v. Marriott Int'l, Inc.*, 140 F.4th 123 (4th Cir. 2025). "Because the legal issues involved in data breach litigation are cutting-edge and unsettled many resources would necessarily be spent litigating substantive law as well as other issues." *In re Netgain Tech., LLC*, 2025 WL 3063288, at *6 (cleaned up).

The Settlement avoids these risks while providing meaningful relief to Settlement Class Members. A relatively early settlement is especially warranted in the data breach context because class members benefit immediately from protections like credit monitoring and identity restoration services that can help detect and prevent identity theft and fraud early and assist class members in addressing any issues that arise. At trial, there is a possibility that only class members who already experienced damages in the form of monetary losses would be able to recover. By contrast, this Settlement provides benefits to the *entire* class, including cash payments, medical and credit monitoring, and business practice commitments that might not otherwise be available at trial.

Taken together, these benefits provide immediate and meaningful relief to Settlement Class Members without the delay and uncertainty inherent in continued litigation.

4. The Effectiveness of the Proposed Method of Distributing Relief to the Settlement Class Supports Approval of the Settlement

Rule 23(e)(2)(C)(ii) requires courts to consider "the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims." The method for distributing relief here is straightforward, efficient, and designed to maximize participation by Settlement Class Members.

First, the Notice Program ensures that Settlement Class Members will receive direct notice of the Settlement and their rights. The Settlement Administrator will disseminate notice by U.S. mail to all Settlement Class Members and by email where email addresses are available. A Settlement Website and toll-free telephone line will also be established to allow Settlement Class Members to obtain information about the Settlement and submit claims.

Second, the claims process is simple and consumer-friendly. Settlement Class Members may submit Claim Forms electronically through the Settlement Website or by mail. The Claim Form allows Settlement Class Members to seek reimbursement of documented losses up to $15,000, elect a *pro rata* Cash Fund Payment, and enroll in three years of Medical and Credit Monitoring Services. Documentation requirements for documented losses are reasonable and limited to materials such as receipts, statements, or invoices that claimants would ordinarily possess.

Third, the Settlement includes a fair process for reviewing and curing claims. If the Settlement Administrator determines that a claim is deficient, the claimant will receive notice and an opportunity to cure the deficiency within 21 days. If a documented loss claim is denied, the claim will automatically be treated as an election for a Cash Fund Payment, provided the claim form is otherwise valid.

These procedures create an efficient and accessible process for distributing relief while maintaining safeguards against fraudulent or duplicative claims. Accordingly, the proposed method of distributing relief supports preliminary approval of the Settlement.

5. The Terms for the Award of Attorneys' Fees, Including the Timing of Payment, Support Approval of the Settlement

Rule 23(e)(2)(C)(iii) requires courts to consider "the terms of any proposed award of attorney's fees, including timing of payment." The terms governing attorneys' fees here are consistent with class action best practices and support preliminary approval.

First, the amount of any attorneys' fee award will be determined by the Court separately from the Court's evaluation of the fairness, reasonableness, and adequacy of the Settlement. Agreement ¶¶ 44, 85-86. The Settlement is not contingent upon approval of any particular fee award, and any attorneys' fees, costs, and expenses approved by the Court will be paid from the Settlement Fund. *Id*.

Second, Plaintiffs intend to seek an attorneys' fee award not to exceed one-third (33.33%) of the $1,000,000 Settlement Fund, as well as reimbursement of reasonable litigation costs and expenses. Agreement ¶ 85. The Agreement's provision for an attorneys' fee award paid from the Settlement Fund is fair and reasonable under the common fund doctrine. *See, e.g., Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980) ("[A] litigant or a lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney's fee from the fund as a whole."); *Barfield v. Sho-Me Power Elec. Co-op.*, 2015 WL 3460346, at *3 (W.D. Mo. June 1, 2015) (Under the "common fund" doctrine, Class Counsel is entitled to an award of reasonable attorneys' fees "'equal to some fraction of the common fund that the attorneys were successful in gathering during the course of the litigation.'") (quoting *Johnston v. Comerica Mortg. Corp.*, 83 F.3d 241, 244-45 (8th Cir. 1996)); *see also* Fed. R. Civ. P. 23(h) (permitting the court to award "reasonable attorney's fees and nontaxable costs that are authorized by law or by the parties' agreement"). The proposed Settlement Notice advises Settlement Class Members of the maximum amount of attorneys' fees and costs that may be requested.

Third, consistent with Rule 23(h), Plaintiffs will file their motion for attorneys' fees, reimbursement of costs and expenses, and service awards no later than 21 days before the deadlines for Settlement Class Members to object to the Settlement. Agreement ¶¶ 83, 85; Moore Decl. ¶ 19. This schedule ensures that Settlement Class Members have a full opportunity to review and, if they choose, object to the requested fees before the Final Approval Hearing.

These provisions ensure transparency regarding the potential fee request and provide Settlement Class Members with a meaningful opportunity to evaluate and respond to the request.

Accordingly, the terms governing attorneys' fees further support preliminary approval of the Settlement.

6. There Are No Other Agreements to Be Disclosed Under Rule 23(e)(3)

Rule 23(e)(3) requires that "[t]he parties seeking approval must file a statement identifying any agreement made in connection with the proposal." Fed. R. Civ. P. 23(e)(3). The purpose of this rule is to ensure transparency regarding any side agreements that could affect the fairness of the proposed settlement.

Here, there are no agreements between the Parties concerning the Settlement other than those set forth in, or expressly referenced by, the Settlement Agreement itself. Moore Decl. ¶ 28.

7. Class Members Are Treated Equitably Relative to Each Other

The Settlement treats all Settlement Class Members equitably relative to one another. Fed. R. Civ. P. 23(e)(2)(D). Each Settlement Class Member who submits a valid Claim Form has the same opportunity to seek reimbursement of documented losses of up to $15,000 that are fairly traceable to the Data Breach. Settlement Class Members who do not submit claims for documented losses—or whose documented loss claims are denied—may instead receive a *pro rata* Cash Fund Payment from the portion of the Net Settlement Fund remaining after payment of approved Documented Loss claims.

In addition, all Settlement Class Members who submit a valid Claim Form may elect to receive three years of medical and credit monitoring services at no cost. Thus, the Settlement provides uniform access to both monetary and non-monetary relief.

Because the Settlement provides the same categories of relief to all Settlement Class Members and allocates monetary compensation based on the nature and validity of each class member's claim, the Settlement treats class members equitably relative to one another. Accordingly, this requirement is satisfied.

8. Defendants' Financial Condition

In evaluating the reasonableness of the Settlement, Plaintiffs also considered Defendants' financial condition and their ability to withstand a substantially larger judgment. As part of the settlement negotiations, the Parties agreed that Defendants would provide Plaintiffs' counsel with financial information sufficient to evaluate Defendants' current financial condition before finalizing the Settlement. Moore Decl. ¶ 7. Plaintiffs' counsel also considered the scope and limitations of Defendants' available insurance coverage in assessing the realistic range of potential recovery.

Based on that review, Plaintiffs' counsel concluded that the $1,000,000 non-reversionary Settlement Fund represents a meaningful recovery for the Settlement Class in light of Defendants' financial condition and available resources. Moore Decl. ¶ 7. Continued litigation would also pose a material risk that, even if Plaintiffs were to prevail, Defendants may lack the ability to satisfy a larger judgment in full. *See In re Uponor, Inc., F1807 Plumbing Fittings Prods. Liab. Litig.*, 716 F.3d 1057, 1063 (8th Cir. 2013) (noting defendants' financial condition favored settlement approval since defendants had ceased operations and "class counsel had considered insurance coverage, the effect of previous claims paid, and coverage defenses in negotiating settlement terms.") (cleaned up). Here, Plaintiffs' counsel carefully evaluated these considerations and determined that the Settlement reflects a reasonable and prudent compromise in light of the risks of continued litigation and the uncertainty of recovery. This factor therefore supports preliminary approval.

9. The Amount of Opposition to the Settlement Supports Preliminary Approval

Because notice has not yet been disseminated, Settlement Class Members have not yet had an opportunity to object to or opt out of the Settlement. At this stage, however, there is no known opposition, and both Plaintiffs and their experienced counsel believe the Settlement provides an excellent result in light of the risks, costs, and delay of continued litigation. Moore Decl. ¶¶ 23, 26.

Settlement Class Members will have a full opportunity to object to or opt out of the Settlement following notice, and any objections will be presented to the Court in advance of the Final Approval Hearing. At this preliminary stage, the absence of opposition and the support of Plaintiffs and their counsel weigh in favor of granting preliminary approval and directing notice to the Settlement Class.

Accordingly, Rule 23(e) and the Eighth Circuit's *Van Horn* factors support a finding that the Court will likely be able to approve the Settlement, and that therefore, Notice of the Settlement should issue to the Settlement Class.

IV. THE PROPOSED SETTLEMENT CLASS SATISFIES RULE 23 FOR SETTLEMENT PURPOSES ONLY

A. Numerosity is Satisfied

Rule 23(a)(1) is satisfied where "the class is so numerous that joinder of all members is impracticable." Fed. R. Civ. P. 23(a)(1). The class has nearly 54,000 class members, which easily satisfies the numerosity requirement. *See, e.g., Carpe v. Aquila, Inc*., 224 F.R.D. 454, 457 (W.D. Mo. 2004) (noting that "while there is no bright line test regarding the minimum number of plaintiffs needed to satisfy the numerosity requirement, there is support for certification of classes much smaller [20 to 40 members] than the proposed class before this Court.").

B. The Key Issues of Law and Fact Are Common to all Settlement Class Members

Rule 23(a)(2)'s commonality requirement mandates the existence of "a common contention" that is "capable of classwide resolution," the determination of which "will resolve an issue that is central to the validity of each one of the claims in one stroke." *Wal-Mart Stores, Inc.*

v. Dukes, 564 U.S. 338, 350 (2011). This requires that the determination of the common question "will resolve an issue that is central to the validity of each one of the claims in one stroke." Id. "Even a single common question will do." *Id*. at 359. Many courts "have previously addressed [the commonality] requirement in the context of data breach class actions and found it readily satisfied." *In re Equifax Inc. Customer Data Sec. Breach Litig*., 2020 WL 256132, at *11-12 (N.D. Ga. Mar. 17, 2020) (noting "[a]ll members of the class suffered the same alleged injury, exposure of their data in the Equifax data breach, stemming from the same conduct and the same event. The class members are asserting the same or substantially similar legal claims."); *In re T-Mobile Customer Data Sec. Breach Litig*. ("*In re T-Mobile*"), 2023 WL 11878508, at *4 (W.D. Mo. June 29, 2023) (under data breach fact pattern, the "commonality requirement is met."), *rev'd on other grounds*, 111 F.4th 849 (8th Cir. 2024); *see also Krant*, 2024 WL 5187565, at *5 (same).

Likewise here, Plaintiffs and all Settlement Class Members are united by the same alleged injury—the compromise of their Private Information as a result of the June 2024 Data Breach—and their claims arise from the same course of conduct by Defendants. The central issues in this case are common to all Settlement Class Members and include, among others: (1) whether Defendants had a duty to implement reasonable data security measures to protect Settlement Class Members' Private Information; (2) whether Defendants breached that duty by failing to adequately safeguard such information; and (3) whether and to what extent Settlement Class Members were injured as a result of the Data Breach. Because these common questions are capable of classwide resolution and are central to the validity of the claims, Rule 23(a)(2)'s commonality requirement is satisfied.

C. The Claims of the Class Representatives Are Typical

Rule 23(a)(3) requires that the representative parties' claims or defenses are typical of those of the class. The typicality requirement is "fairly easily met so long as the other class members have claims similar to the named plaintiff." *DeBoer v. Mellon Mortg. Co*., 64 F.3d 1171, 1174 (8th Cir. 1995). Here, Settlement Class Representatives are current or former patients of Defendants who were victims of the Data Breach. Their litigation goals precisely align with those of the Settlement Class Members, as their claims arise from the same Data Breach and involve the same tort and contract theories as all other Settlement Class Members. *See In re T-Mobile*, 2023 WL 11878508, at *4 ("Plaintiffs' claims arise out of the same course of alleged conduct, are based on the same legal theories, seek the same types of damages as those of the Settlement Class, and meet all necessary standing requirements. The typicality requirement of Rule 23(a)(3) is met.").

D. Plaintiffs Will Fairly and Adequately Protect the Interests of the Settlement Class

Rule 23(a)(4) requires the plaintiffs to show that "the representative parties will fairly and adequately protect the interests of the class." Fed. R. Civ. P. 23(a)(4). "The adequacy inquiry serves to uncover conflicts of interest between named parties and the class they seek to represent." *In re T-Mobile*, 2023 WL 11878508, at *5 (cleaned up). No such conflict of interest exists or will arise in this case, as the Class Representative and the proposed Settlement Class Members allege that they all had their personal information compromised through the same Data Breach and all seek to remedy similar injuries. *See, e.g., In re Equifax Inc. Customer Data Sec. Breach Litig*., 999 F.3d 1247, 1275–76 (11th Cir. 2021) (adequacy in data breach case satisfied where "[t]here is no dispute that all these Plaintiffs' claims arise out of the same unifying event, Equifax's data privacy breach. Likewise, all Plaintiffs seek redress for the same injury. They all seek compensation for injuries associated with the risk of identity theft."); *In re Anthem, Inc. Data Breach Litig*., 327 F.R.D. 299, 309-10 (N.D. Cal. 2018) (adequacy satisfied as "all Settlement Class Members are victims of the same event" and "seek the same relief: compensation for the harms already incurred as a result of the breach and protection against the use of their personal information going forward."). Further, as discussed above, Plaintiffs retained counsel who are highly experienced in class action and data breach litigation. *See Corra v. ACTS Ret. Servs., Inc*., 2024 WL 22075, at *4 (E.D. Pa. Jan. 2, 2024) (adequacy met where class counsel "have litigated and settled numerous class actions, including data breach class actions."). The adequacy requirement is thus satisfied.

E. Common Questions Predominate over Individual Questions

Predominance is satisfied if "questions of law or fact common to class members predominate over any questions affecting only individual members." Rule 23(b)(3); *see Amgen, Inc. v. Conn. Retirement Plans and Trust Funds*, 568 U.S. 455, 459 (2013). "Rule 23(b)(3) requires a showing that *questions* common to the class predominate, not that those questions will be answered, on the merits, in favor of the class." *Amgen*, 568 U.S. at 459 (emphasis in original).

Here, the key predominating questions are whether Defendants had a duty to exercise reasonable care in safeguarding, securing, and protecting the Private Information of Plaintiffs and the Settlement Class and whether Defendants breached that duty. The many common questions of fact and law that arise from Defendants' conduct predominate over any individualized issues. Other courts have recognized that these types of common issues arising from a data breach predominate over individualized issues. *See, e.g., In re T-Mobile*, 2023 WL 11878508, at *5 ("Plaintiffs' claims raise common issues concerning the same fundamental questions of fact and law regarding the Data Breach and [defendant's] conduct, which revolve around common evidence that does not vary among Settlement Class Members, and these common issues predominate over any individual concerns and can be fairly resolved for all Settlement Class Members at once."); *In re Anthem*, 327 F.R.D. at 312-315 (finding predominance was satisfied because "Plaintiffs' case for liability depends, first and foremost, on whether [the defendant] used reasonable data security to protect Plaintiffs' personal information," such that "the claims rise or fall on whether [the defendant] properly secured the stolen personal information," and that these issues predominated over "potential individual issues based on state-law variations"). Accordingly, the common questions of fact and law that arise from Defendants' conduct predominate over any individualized issues.

F. A Class Action is Superior to Other Methods

A class action is superior to other methods available to fairly, adequately, and efficiently resolve the claims of the proposed Settlement Class. To determine if superiority requirements are met for certification of a settlement class, courts consider: (1) the class members' interests in individually controlling the prosecution or defense of separate actions; (2) the extent and nature of any litigation concerning the controversy already begun by or against class members; and (3) the desirability or undesirability of concentrating the litigation of the claims in the particular forum. *See* Fed. R. Civ. P. 23(b)(3). At its most basic, "[t]he inquiry into whether the class action is the superior method for a particular case focuses on 'increased efficiency.'" *Agan v. Katzman & Korr, P.A.*, 222 F.R.D. 692, 700 (S.D. Fla. 2004) (quoting *Sikes v. Teleline, Inc.*, 281 F.3d 1350, 1359 (11th Cir. 2002)).

Proceeding as a class action in this case is superior to other means of adjudication. There is no indication in this case that any class member wishes to litigate their claims individually, and with the high cost of litigating a case like this—requiring expert investigation and testimony to prove how and why the data breach occurred—almost certainly swamping individual damages, individualized litigation is impracticable. *See Krant*, 2024 WL 5187565, at *6 ("the relatively low-dollar recovery for an individual plaintiff wouldn't justify the high litigation expense. Class resolution is superior to prosecuting individual claims here.").

V. THE PROPOSED FORM AND METHOD OF PROVIDING NOTICE TO THE CLASS ARE APPROPRIATE

A. The Court Should Preliminarily Approve the Proposed Notice of Settlement

Under Rule 23(e)(1)(B), "[t]he court must direct notice in a reasonable manner to all class members who would be bound by the [settlement] proposal." Likewise, in directing notice "to a class proposed to be certified for purposes of settlement under Rule 23(b)(3)—the court must direct to class members the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort." Fed. R. Civ. P. 23(c)(2)(B).

The proposed Class Notice (Exhibit 1 to the Settlement Agreement) readily meets these requirements, and the notice program—using multiple forms of direct delivery, including postcard notice sent via U.S. mail and email notice where available—constitutes the best practicable notice under the circumstances. The mailed notice will be a concise, plain-language postcard that directs Settlement Class Members to a dedicated Settlement Website containing the long-form notice and frequently asked questions.

The Notice uses "plain English" to inform class members of, among other things, the nature of the class claims, the essential terms of the settlement, the date, time, and place of the Final Approval Hearing, how to object to or opt out of the settlement, and the binding effect of the settlement on class members. The Notice also provides information regarding Proposed Class Counsel's request for fees and expenses, as well as the proposed service awards to the class representatives.

Accordingly, the notice program satisfies the requirements of Federal Rule of Civil Procedure 23(c)(2)(B), adequately informs class members of the terms of the proposed settlement and their available options, and represents the best notice practicable under the circumstances.

B. Appointment of Angeion to Serve as the Settlement Administrator Is Proper

Plaintiffs request that the Court appoint Angeion to serve as the Settlement Administrator, including responsibility for providing notice of the Settlement, administering the claims process, and distributing Settlement benefits. Angeion is an experienced and well-qualified class action administrator with substantial experience administering complex class action settlements, including data breach matters. *See generally* Saunders Decl.; Moore Decl. ¶ 17. Accordingly, Angeion is well suited to serve as Settlement Administrator, and its appointment is appropriate.

C. Proposed Schedule of Settlement Events

If the Court grants preliminary approval of the Settlement, Plaintiffs respectfully propose the following schedule:

Defendant provides CAFA notice required by 28 U.S.C. § 1715(b)	Within 10 days after the filing of Plaintiffs' Motion for Preliminary Approval
Deadline for Defendant to Provide Settlement Class List to Angeion	10 days after entry of Preliminary Approval Order
Notice Date	Within 30 days after Settlement Administrator's receipt of the Settlement Class List
Motion for Attorneys' Fees and Expenses and Service Awards	At least 21 days before the Opt-Out and Objection Deadlines
Opt-Out/ Exclusion Deadline	50 days after Notice Date
Objection Deadline	50 days after Notice Date
Claims Deadline	75 days after Notice Date
Final Approval Brief and Response to Objections Due	At least 14 days prior to Final Approval Hearing
Final Approval Hearing	At least 90 days after Defendants' service of CAFA notice

CONCLUSION

For the reasons set forth above, Plaintiffs respectfully request that the Court grant this Motion.

Dated: April 7, 2026

Respectfully submitted,

/s/ J. Austin Moore
J. Austin Moore, MO Bar #64040
STUEVE SIEGEL HANSON LLP
460 Nichols Road, Suite 200
Kansas City, Missouri 64112
Telephone: (816) 714-7100
moore@stuevesiegel.com

Maureen M. Brady MO #57800
MCSHANE & BRADY, LLC
4006 Central Kansas City, MO 64111
Telephone: (816) 888-8010
Facsimile: (816) 332-6295
mbrady@mcshanebradylaw.com

Phyllis A. Norman, MO #55887
NORMAN & GRAVES LLC
4505 Madison Avenue, Suite 220
Kansas City, MO 64111
(816) 895-8989
(816) 895-8988 FAX
phyllis@ngkclaw.com

Proposed Class Counsel

CERTIFICATE OF SERVICE

I hereby certify that on April 7, 2026, a true and correct copy of the foregoing document was filed electronically through the Court's CM/ECF system, and therefore, will be transmitted to all counsel of record by operation of the Court's CM/ECF system.

By: /s/ *J. Austin Moore*