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 MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

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I. INTRODUCTION

The record now before the Court confirms that the Settlement embodied in the April 6, 2026 Settlement Agreement and Release (Doc. #82-1) (the "Agreement" or "Settlement") warrants final approval. At preliminary approval, the Court found that the Settlement would likely satisfy Rule 23(e)(2), described the relief as "an excellent result for the Settlement Class," and approved the notice program as the best notice practicable under the circumstances. Doc. #87 at 2-5.

The notice process and Settlement Class response confirm that assessment: notice reached approximately 98% of the class, and, with the claims period still open, approximately 10% of the Settlement Class submitted claims. Only two Settlement Class Members requested exclusion, and no Settlement Class Member objected to the Settlement. The highly effective notice program, substantial claims participation, and absence of opposition reflect an exceptionally strong class response.

Because the post-approval record confirms that the Settlement satisfies Rule 23(e)(2) and the Eighth Circuit's *Van Horn* factors, Plaintiffs respectfully request final approval of the Settlement, final certification of the Settlement Class for settlement purposes, confirmation of the Named Plaintiffs as Settlement Class Representatives, appointment of Class Counsel under Rule 23(g), grant of Plaintiffs' pending Motion for Attorneys' Fees, Expense Reimbursement, and Service Awards (Doc. #89), and entry of final judgment dismissing the Action with prejudice in accordance with the Settlement.

II. BACKGROUND

A. SUMMARY OF THE LITIGATION AND SETTLEMENT.

This Action arises from a data security incident on or around June 26, 2024, during which Plaintiffs allege that a third-party cybercriminal gained unauthorized access to Defendants' network environment and exfiltrated personally identifiable information ("PII") and protected health information ("PHI") concerning more than 53,000 current and former patients of Defendants. The private information potentially accessed included names, Social Security numbers, dates of birth, addresses, confidential medical information, gender, and telephone numbers. Doc. #82-2 ¶ 2.

Plaintiffs T.R., D.S., and T.S. filed their Complaint on October 29, 2024. On January 27, 2025, Plaintiffs filed an Amended Complaint on behalf of thirteen plaintiffs, consolidating claims and parties from multiple related actions pending in Missouri state and federal courts, all arising from the June 2024 data breach. Doc. #82-2 ¶ 3; Doc. #13. The Amended Complaint asserted causes of action for negligence, negligence *per se*, breach of implied contract, breach of the fiduciary duty of confidentiality, invasion of privacy by public disclosure of private facts, invasion of privacy, negligent training and supervision, and violations of the Missouri Merchandising Practices Act. Doc. #13. On July 31, 2025, Defendants moved to dismiss the Amended Complaint. Docs. #54, 55. That motion was fully briefed, and on November 3, 2025, the Court issued an order granting the motion in part and denying it in part. Doc. #82-2 ¶¶ 4-5; Doc. #70.

While the motion to dismiss was pending and thereafter, the Parties pursued settlement. They exchanged documents and information sufficient to evaluate the material strengths and weaknesses of the claims and defenses, and on September 2, 2025 participated in a full-day mediation before Thomas V. Bender, an experienced mediator in complex civil litigation. The mediation did not produce an immediate resolution, but it narrowed the issues and framed continued negotiations. Plaintiffs continued to press the litigation while counsel negotiated over the ensuing months. The Parties executed a detailed term sheet on January 16, 2026. Plaintiffs thereafter conducted confirmatory discovery, including discovery concerning Defendants' financial condition and available resources, and Class Counsel considered the scope and limitations of available insurance coverage before finalizing the Settlement Agreement. Doc. #82-2 ¶¶ 6-7, 21-22.

The resulting Settlement provides meaningful, multi-faceted relief. The non-reversionary Settlement Fund pays Approved Claims for Documented Losses up to $15,000 per claimant; Cash Fund Payments from funds remaining after required Settlement obligations; three years of Medical and Credit Monitoring Services through CyEx Medical Shield Total; notice and administration; taxes; service awards; and any Court-approved fee and expense award. Agreement ¶¶ 38, 41, 44-53; Doc. #82-2 ¶¶ 8-12, 17-19. Medical Shield Total includes three-bureau credit monitoring, healthcare-identifier monitoring, dark-web and high-risk transaction monitoring, real-time alerts, victim assistance, and up to $1,000,000 in identity-theft insurance. Agreement ¶ 18; Doc. #82-2 ¶¶ 12-15. Defendants' separate business practice commitments include enhanced cybersecurity training, policies and safeguards, access controls, and monitoring and incident-response procedures for no less than five years. Agreement ¶¶ 60-61; Doc. #82-2 ¶ 16.

B. PRELIMINARY APPROVAL AND IMPLEMENTATION OF THE NOTICE PLAN.

Plaintiffs moved for preliminary approval on April 7, 2026. Docs. #82-83. On April 17, 2026, Angeion caused CAFA notice to be sent to the Attorneys General of all states and territories and the Attorney General of the United States. Saunders Decl. ¶ 5. After ordering vendor and conflict disclosures, the Court granted preliminary approval on June 16, 2026. Doc. #87. The Court appointed Angeion Group, LLC as Settlement Administrator, approved CyEx as the monitoring vendor, appointed Interim Class Counsel, and approved the proposed notice program as satisfying Rule 23 and due process. *Id*. at 2-5. Angeion then implemented the approved Notice Plan. Defendants provided the class list on June 18, 2026. After removing duplicate records, Angeion identified 53,753 unique Settlement Class Members, 53,738 of whom had complete mailing addresses. Saunders Decl. ¶ 6. On July 17, 2026, Angeion mailed the Court-approved Postcard Notice by First-Class Mail to those 53,738 members. *Id.* ¶ 7.

Angeion used the USPS National Change of Address database before mailing, incorporating 19,483 updated addresses. It remailed notices returned with forwarding addresses and performed skip traces on notices returned without forwarding information, identifying and remailing to 1,363 additional updated addresses as of September 14. *Id.* ¶¶ 8-10. Based on those efforts, Angeion estimated that, through September 14, 2026, notice was successfully delivered to 52,712 Settlement Class Members, representing approximately 98.0% of the Class. *Id.* ¶ 11. Angeion also established and maintained a dedicated Settlement Website with an online claims portal and a toll-free telephone line through which Settlement Class Members could obtain information and assistance. *Id.* ¶¶ 12-16.

On August 14, 2026, Plaintiffs filed their Motion for Attorneys' Fees, Expense Reimbursement, and Service Awards (Doc. #89), seeking $333,333.33 in fees, $10,799.98 in expenses, and $2,500 for each Named Plaintiff. The motion was filed more than 21 days before the September 6, 2026 objection deadline, as required by the Settlement and Court-approved Notice. To date, Angeion has not received any objection to the Settlement. Saunders Decl. ¶ 21.

C. THE REACTION OF THE SETTLEMENT CLASS HAS BEEN OVERWHELMINGLY FAVORABLE.

The Settlement Class's reaction has been overwhelmingly favorable. As of September 14, with more than two weeks remaining before the September 30 Claims Filing Deadline, Angeion had received 5,328 Claim Forms—approximately 10% of the entire Settlement Class. Angeion had preliminarily reviewed 5,312 of those Claim Forms, with sixteen still pending initial preliminary review, and all submissions remain subject to final audits, including review for validity and duplicate submissions. Saunders Decl. ¶¶ 17-19. Although those claims remain subject to review for validity and duplication, that participation substantially exceeds rates commonly seen in consumer class actions. As courts have recognized, "[t]he prevailing rule of thumb with respect to consumer class actions is a claims rate of 3-5 percent." *Forcellati v. Hyland's, Inc.*, 2014 WL 1410264, at *6 (C.D. Cal. Apr. 9, 2014) (internal marks and quotations omitted). Indeed, the Eighth Circuit has explained that "a claim rate as low as 3 percent is hardly unusual in consumer class actions[.]" *Keil v. Lopez*, 862 F.3d 685, 697 (8th Cir. 2017) (collecting cases); *see also Sullivan v. DB Invs., Inc.*, 667 F.3d 273, 329 n.60 (3d Cir. 2011) (en banc) (claims rates in consumer class action settlements "rarely" exceed 7%, "even with the most extensive notice campaigns").

The approximately 10% claim-submission rate to date is not only well above the norm for consumer class actions generally—it is exceptional in the data breach context, where claims rates are typically lower still because the recoveries often involve relatively modest dollar amounts. *See, e.g., Lurry v. PharMerica Corp.*, 2026 WL 1864705, at *4 (W.D. Ky. June 29, 2026) (approving data breach settlement with 0.50% claims rate and noting that "[m]any courts have approved settlements with claims rate of less than one percent.") (collecting cases); *Reed v. ALN Med. Mgmt. LLC*, 2026 WL 1362526, at *5 (D. Neb. May 15, 2026) (finding 1.69% claims rate "not unusual for data breach cases like this.") (collecting cases); *In re Wawa, Inc. Data Sec. Litig.*, 2024 WL 1557366, at *17 (E.D. Pa. Apr. 9, 2024), *aff'd*, 141 F.4th 456 (3d Cir. 2025) (approving data breach settlement with 2.56% claims rate); *In re Anthem, Inc. Data Breach Litig.*, 327 F.R.D. 299, 321 (N.D. Cal. 2018) (approving data breach settlement with 1.8% claims rate).

Equally significant, no Settlement Class Member objected to the Settlement, the fee request, or the requested service awards, and only two requested exclusion. That response strongly supports final approval. *See Petrovic v. Amoco Oil Co.*, 200 F.3d 1140, 1152 (8th Cir. 1999) (small percentage of objectors and opt-outs, relative to class size, supports settlement approval).

III. ARGUMENT

A. THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE.

Rule 23(e)(2) directs the Court to consider the adequacy of representation, whether the Settlement was negotiated at arm's length, the adequacy of the relief and distribution process, the terms of any fee award or related agreement, and whether class members are treated equitably. The Eighth Circuit additionally considers (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." *Van Horn v. Trickey*, 840 F.2d 604, 607 (8th Cir. 1988). The Court already applied these principles at preliminary approval and found that the Settlement would likely satisfy them. Doc. #87 at 2-4. The implementation of the notice program and class response reinforce that conclusion.

1. The Settlement Class Representatives and Class Counsel Adequately Represented the Class.

The adequacy factor remains satisfied. The Named Plaintiffs provided information and documents, remained engaged throughout the litigation and settlement process, and assisted counsel in pursuing the claims of the Settlement Class. Doc. #82-2 ¶ 24; Doc. #89-1 ¶¶ 13-14. Class Counsel investigated the breach, coordinated related actions, litigated the motion to dismiss, pursued discovery, participated in mediation, negotiated the Agreement, conducted confirmatory financial discovery, and supervised implementation. Doc. #82-2 ¶¶ 3-7, 21-24; Doc. #89-1 ¶¶ 2-5. The Court has already found Class Counsel "competent, experienced, and well-qualified," Doc. #87 at 4, and nothing since preliminary approval alters that conclusion.

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

The procedural history forecloses any concern that the Settlement resulted from collusion or inadequate information. The Parties litigated a contested motion to dismiss, exchanged information, and participated in a full-day mediation before experienced neutral Thomas V. Bender. The mediation did not produce an immediate settlement. Instead, the Parties continued to litigate and negotiate for months, reached a detailed term sheet only in January 2026, and then completed confirmatory discovery—including into Defendants' financial condition—before executing the Agreement. The Court already found that this process was arm's length. Doc. #87 at 3. Nothing has changed that would disturb that conclusion.

3. The Relief Is Adequate in Light of the Costs, Risks, and Delay of Continued Litigation.

The substantive relief remains excellent when weighed against litigation risk. Data breach cases present recurring and substantial disputes concerning standing, injury, causation, class certification, liability, damages, and proof. *See 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."). Those risks were present here as Defendants vigorously contested the claims and succeeded in obtaining dismissal of some claims at the pleading stage. Doc. #70. Continued litigation would have required expert discovery, summary judgment, class certification, trial, and likely appeal, with no guarantee of recovery.

Against those risks, the Settlement provides certain and multi-faceted relief now. Eligible claimants may obtain reimbursement of documented losses up to $15,000. Other class members may elect a *pro rata* Cash Fund Payment. Any class member submitting a valid claim may elect three years of specialized medical and three-bureau credit monitoring. Defendants also agreed to at least five years of judicially enforceable cybersecurity practices funded outside the common fund. The Court already concluded that this package was "an excellent result for the Settlement Class in light of the substantial litigation risks, costs, and uncertainties associated with data breach cases" (Doc. #87 at 2), and the class participation affirms that assessment.

The *Van Horn* financial-condition factor likewise favors approval. Before finalizing the Settlement, Class Counsel obtained and reviewed financial information concerning Defendants and considered the limitations of available insurance coverage. Doc. #82-2 ¶¶ 7, 22-23. Counsel concluded that the $1,000,000 non-reversionary fund represented a meaningful recovery in light of Defendants' financial condition and the collection risk associated with a larger judgment. *Id.*; *see In re Uponor, Inc., F1807 Plumbing Fittings Prods. Liab. Litig.*, 716 F.3d 1057, 1063 (8th Cir. 2013). That practical collection risk must be weighed against the certain fund and non-monetary relief available under the Settlement.

4. The Actual Notice and Claims Results Confirm That the Distribution Method Is Effective.

Rule 23(e)(2)(C)(ii) directs the Court to examine "the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims." The notice process approved by the Court was highly effective.

First, direct notice achieved exceptional reach. Angeion mailed notice to 53,738 class members, used NCOA processing before mailing, remailed to forwarding addresses, and skip-traced undeliverable records. Saunders Decl. ¶¶ 7-10. Through September 14, Angeion estimated that notice was successfully delivered to 52,712 Settlement Class Members, approximately 98.0% of the class. *Id.* ¶ 11. The website and toll-free line provided additional access to settlement information and assistance. *Id.* ¶¶ 12-16. This record confirms that the notice program reached almost every member of the class.

Second, the claim mechanism was accessible. The Court-approved double postcard with a detachable claim form that could be completed and returned without postage was designed to make submitting a claim as simple as possible. Doc. #83 at 8-10. For Cash Fund Payments and Medical and Credit Monitoring Services, class members could make a claim by simply checking a box.

Doc. #82-1 at 35, 38; Agreement ¶ 54. For Documented Loss claims, claimants receive an opportunity to cure deficiencies, and an otherwise timely and valid claim denied for insufficient documentation or failure to cure defaults to a Cash Fund Payment. Agreement ¶¶ 49-51. These procedures removed needless friction while preserving reasonable fraud and duplication safeguards.

Third, class members participated in the claims process in substantial numbers. The large number of submissions, through both mail and online channels, is practical confirmation that class members could understand the notice, identify the available relief, and complete the claim process. This factor strongly supports final approval.

5. The Terms Governing Fees, Expenses, and Service Awards Support Approval.

Rule 23(e)(2)(C)(iii) requires consideration of the terms of any proposed fee award, including timing of payment. Those terms remain appropriate. The Settlement is not conditioned on approval of any particular fee, expense reimbursement, or service award. Agreement ¶¶ 84-86; Doc. #87 at 3. Class Counsel filed their fee motion on August 14, 2026, seeking $333,333.33 in attorneys' fees, $10,799.98 in expense reimbursement, and $2,500 service awards for each of the thirteen Named Plaintiffs. Doc. #89. The Court-approved Notice disclosed the maximum fee and service-award requests, and the motion was on file more than three weeks before the September 6 objection deadline. No class member objected. Saunders Decl. ¶ 21.

As explained in Plaintiffs' fee motion, the requested one-third fee is within the range routinely approved in common-fund litigation, and it represents only approximately 53% of Class Counsel's then-compiled lodestar, before accounting for additional work through final approval and administration. Doc. #89-1 ¶¶ 6-10. The fee structure supports final approval.

6. There Are No Undisclosed Side Agreements, and the Settlement Treats Class Members Equitably.

Rule 23(e)(2)(C)(iv) and Rule 23(e)(3) present no concern. There are no agreements concerning the Settlement other than those set forth in or expressly referenced by the Agreement. Doc. #82-2 ¶ 28. Nor does the Settlement favor one segment of the class over another. Each class member has the same opportunity to seek the available Settlement relief. Agreement ¶¶ 46-53. Monetary relief turns on the nature and validity of the individual claim, not arbitrary distinctions among class members. The Court already found that the Settlement treats class members equitably and should reaffirm that conclusion at final approval. Doc. #87 at 3.

7. The Overwhelmingly Favorable Class Reaction Independently Supports Final Approval.

The fourth *Van Horn* factor strongly supports approval. Angeion received 5,328 Claim Forms, only two Settlement Class Members requested exclusion, and no objection to the Settlement was received or reported. Saunders Decl. ¶¶ 17, 20-21. As discussed above, this combination strongly supports the conclusion that the Settlement is fair, reasonable, and adequate.

B. Notice Satisfied Rule 23 and Due Process.

For a Rule 23(b)(3) settlement class, the Court must direct "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 Court previously approved the notice plan and found it reasonably calculated to apprise Settlement Class Members of the Action, the terms of the Settlement, their rights, and the claims process. Doc. #87 at 4-5.

The administrator effectively implemented that plan. It used direct First-Class Mail, address updating and skip tracing, a dedicated website, and a toll-free line, and achieved an estimated 98.0% successful direct-notice rate, with notice successfully delivered to 52,712 of the

53,753 Settlement Class Members. Saunders Decl. ¶ 11. The Notice explained the nature of the action, the essential settlement terms, available benefits, the deadlines and methods for claims, exclusions, and objections, the requested attorneys' fees and service awards, and the Final Approval Hearing. Doc. #82-1 at 25-40. The notice program therefore satisfied Rules 23(c)(2)(B) and 23(e) and due process. See Doc. #87 at 4-5.

C. FINAL CERTIFICATION OF THE SETTLEMENT CLASS REMAINS APPROPRIATE

The Court preliminarily found that the Settlement Class satisfies Rules 23(a) and 23(b)(3): it is sufficiently numerous; common questions exist; the Named Plaintiffs' claims are typical; the Named Plaintiffs and Class Counsel are adequate; common questions predominate; and a class action is superior. Doc. #87 at 3-4. Nothing has occurred since preliminary approval that calls any of those findings into question. Final certification is therefore appropriate.

Numerosity is easily satisfied: after removal of duplicate records, the Settlement Class List contained 53,753 unique Settlement Class Member records. Saunders Decl. ¶ 6; *see Carpe v. Aquila, Inc.*, 224 F.R.D. 454, 456-57 (W.D. Mo. 2004). Commonality and predominance are likewise present because the central liability questions arise from a single alleged data incident and Defendants' common data-security practices. *See* Fed. R. Civ. P. 23(a)(2), (b)(3); *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 350 (2011); *Amgen Inc. v. Conn. Ret. Plans & Tr. Funds*, 568 U.S. 455, 459 (2013). The Named Plaintiffs' claims remain typical because they arise from the same alleged compromise and pursue the same basic theories and relief. *See DeBoer v. Mellon Mortg. Co.*, 64 F.3d 1171, 1174-75 (8th Cir. 1995). And adequacy is established for the reasons addressed above and already found by the Court.

Superiority is also confirmed by the settlement's operation. Individual prosecution of more than 53,000 relatively small claims would be economically irrational and inefficient, while the class mechanism has produced a common fund, business practice changes, specialized monitoring, and a simple distribution process available to the entire class. Final certification for purposes of judgment on the Settlement should be granted.

D. The Court Should Appoint Class Counsel, Grant The Pending Fee Motion, And Enter Final Judgment

The Court appointed 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 and found them competent, experienced, and well-qualified. Doc. #87 at 4. Plaintiffs respectfully request that, upon final certification, the Court appoint them as Class Counsel under Rule 23(g)(1). Plaintiffs also respectfully request that the Court grant Plaintiffs' request for attorneys' fees, expenses, and service awards. Doc. #89. Finally, consistent with the Agreement, the Court should enter a Final Approval Order and separate Final Judgment dismissing the Action with prejudice, provide that the releases take effect upon the Effective Date in accordance with the Agreement, authorize continued implementation and distribution of Settlement benefits, and retain jurisdiction to enforce the Settlement and related orders.

IV. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court grant their Motion for Final Approval of Class Action Settlement, finally approve the Settlement, finally certify the Settlement Class for settlement purposes, confirm the Named Plaintiffs as Settlement Class Representatives, appoint Class Counsel under Rule 23(g), grant Plaintiffs' pending Motion for Attorneys' Fees, Expense Reimbursement, and Service Awards (Doc. #89), and enter a Final Approval Order and Final Judgment dismissing the Action with prejudice in accordance with the Settlement.

Dated: September 15, 2026

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that on September 15, 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*

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

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

DECLARATION OF STEPHANIE SAUNDERS OF ANGEION GROUP, LLC RE: IMPLEMENTATION OF THE NOTICE PLAN & SETTLEMENT ADMINISTRATION

I, Stephanie Saunders, Esq., hereby declare the following:

1. I am a Vice President of Class Action and Mass Tort Services at the class action notice and settlement administration firm Angeion Group, LLC ("Angeion"). I am fully familiar with the facts contained herein based upon my personal knowledge, as well as information that has been provided to me by my colleagues in the ordinary course of business at Angeion.

2. My credentials were previously reported to the Court in the Declaration of Stephanie Saunders of Angeion Group, LLC Regarding Proposed Notice Plan & Qualifications ("Notice Plan Declaration"). *See* ECF No. 82-3 ¶¶ 2-5.

3. Angeion was appointed to serve as the Settlement Administrator pursuant to the Court's Preliminary Approval Order and was directed to provide notice to the Settlement Class and administer the Settlement in accordance with the terms of the Settlement Agreement and Release. *See* ECF No. 87 ¶ 4.

4. The purpose of this Declaration is to provide the Court and the Parties with a summary of Angeion's efforts to disseminate notice in accordance with the approved Notice Plan and to administer the Settlement pursuant to the Settlement Agreement and Release ("Settlement Agreement") (ECF No. 82-1).

NOTICE PURSUANT TO THE CLASS ACTION FAIRNESS ACT 28 U.S.C § 1715

5. On April 17, 2026, on behalf of Defendants, Angeion caused notice of the Settlement to be sent to the Attorneys General of all U.S. states and territories and to the Attorney General of the United States ("CAFA Notice"). The CAFA Notice was substantially in the form attached hereto as **Exhibit A**.

SETTLEMENT CLASS LIST

6. On June 18, 2026, Defendants' Counsel provided Angeion with an electronic file containing Settlement Class Member names and last known mailing addresses.[1] Angeion reviewed the file and removed duplicate records, resulting in 53,753 unique Settlement Class Member records (the "Settlement Class List"). Of the 53,753 unique Settlement Class Member records, 53,738 contained complete mailing address information, and fifteen (15) did not contain sufficient mailing address information.

DIRECT NOTICE

Mailed Notice

7. On July 17, 2026, Angeion caused Notice of the Settlement ("Postcard Notice") to be mailed by United States Postal Service ("USPS") First-Class Mail, postage prepaid, to the 53,738 Settlement Class Members with valid mailing addresses on the Settlement Class List. A true and correct copy of the Postcard Notice is attached hereto as **Exhibit B**.

8. Prior to mailing the Postcard Notice, Angeion processed the mailing addresses on the Settlement Class List through the USPS National Change of Address ("NCOA") database to identify updated addresses for individuals who had moved within the prior four years and filed a change-of-address request with USPS. The NCOA process identified 19,483 updated addresses, which Angeion incorporated into the Settlement Class List before mailing the Postcard Notice.

9. As of September 14, 2026, the USPS has returned 409 Postcard Notices as undeliverable with a forwarding address. Angeion updated the Settlement Class List with the

[1] Defendants' Counsel confirmed that email addresses were not available for Settlement Class Members.

forwarding addresses provided by the USPS and promptly remailed the Postcard Notices to those updated addresses.

10. As of September 14, 2026, the USPS has returned 2,283 Postcard Notices as undeliverable without a forwarding address. Angeion performed address verification searches ("skip traces") on the Settlement Class Member records associated with those undeliverable Postcard Notices. As a result of the skip trace efforts, Angeion identified 1,363 updated addresses, updated the Settlement Class List accordingly, and remailed Postcard Notices to those addresses.[2] Angeion will continue to perform skip traces on Postcard Notices returned as undeliverable through the Claims Filing Deadline.

11. As a result of the notice efforts described above, Angeion estimates that, through September 14, 2026, Postcard Notice was successfully delivered to 52,712 Settlement Class Members, representing approximately 98.0% of the 53,753 Settlement Class Members on the Settlement Class List.[3]

SETTLEMENT WEBSITE

12. On July 17, 2026, Angeion established the following website dedicated to this Settlement: www.cpfmsettlement.com ("Settlement Website"). The Settlement Website was designed to be user-friendly to allow Settlement Class Members to find general information about the Settlement, including important dates and deadlines pertinent to the Settlement, view or download Court documents, including the Long Form Notice and Claim Form, and find answers to frequently asked questions. True and accurate copies of the Long Form Notice and Claim Form are attached hereto as **Exhibits C** and **D**, respectively.

13. The Settlement Website has a "Contact Us" page which provides Settlement Class Members with the contact information for the Settlement Administrator and allows Settlement Class Members to submit questions regarding the Settlement. Settlement Class Members may also

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[2] Through September 14, 2026, 106 of the re-mailed Notices have been returned as undeliverable for a second time by the USPS.

[3] For purposes of this calculation, a Postcard Notice is considered "successfully delivered" if it was mailed and not returned by the USPS as undeliverable, or if it was remailed to an updated address and not subsequently returned by the USPS as undeliverable. The percentage was calculated by dividing the number of Settlement Class Members to whom notice was successfully delivered (52,712) by the total number of unique Settlement Class Members on the Settlement Class List (53,753).

securely submit a Claim Form and upload supporting documentation through the dedicated online portal available on the Settlement Website.

14. As of September 14, 2026, the Settlement Website has received 1,527 unique visitors, resulting in approximately 7,877 total page views.

TOLL-FREE TELEPHONE SUPPORT

15. On July 17, 2026, Angeion established the following toll-free telephone support line dedicated to this Settlement: 1-866-488-4298. The toll-free support line utilizes an interactive voice response ("IVR") system to provide Settlement Class Members with a summary of their rights and options under the Settlement, responses to frequently asked questions and essential information regarding the Settlement, including important dates and deadlines. The toll-free support line is accessible to Settlement Class Members 24 hours a day, 7 days a week.

16. As of September 14, 2026, the toll-free support line has received 137 calls, totaling 751 minutes.

CLAIM FORM SUBMISSIONS

17. The deadline for Settlement Class Members to submit a Claim Form is September 30, 2026. As of September 14, 2026, Angeion has received 5,328 Claim Forms, including 3,776 submitted by mail and 1,536 submitted through the online portal.

18. Angeion has performed a preliminary review of 5,312 Claim Forms received.[4] The following table shows the settlement benefits claimed and what benefits are currently approved:

Benefit Selected	**Number of Claim Forms**[5]	**Approved Claim Forms**[6]
Pro Rata Cash Payment	4,541	4,187
Credit Monitoring	2,103	1,969
Out of Pocket Losses	23	0
No Benefit Selected[7]	97	N/A

[4] Sixteen (16) Claim Forms received are still pending an initial preliminary review.
[5] Claim Forms can be submitted for multiple benefits, *e.g.* the pro rata cash payment and credit monitoring.
[6] 386 Claim Forms received are still pending matching to Settlement Class List to determine that claimant is an eligible Settlement Class Member.
[7] Claim Forms submitted with no settlement benefit selected will receive a deficiency notice once the claims filing deadline has passed.

19. All Claim Form submissions remain subject to final audits, including the full assessment of each claim's validity and a review for duplicate submissions. Angeion will continue to report to the Parties the number of Claim Form submissions it receives and processes.

REQUESTS FOR EXCLUSION AND OBJECTIONS

20. The deadline for Settlement Class Members to request exclusion from the Settlement was September 6, 2026. As of September 14, 2026, Angeion has received two (2) exclusion requests from Bruce Robertson and Gary Bohanan.

21. The deadline for Settlement Class Members to object to the Settlement was September 6, 2026. As of September 14, 2026, Angeion has not received, nor been made aware of, any objections to the Settlement.

22. Angeion will keep the Parties apprised of any exclusion requests or objections received.

NOTICE AND ADMINISTRATION EXPENSES

23. Through July 31, 2026, notice and administration expenses totaled $53,272.96. Angeion will continue to provide the Parties with monthly updates regarding notice and administration costs. As of the date of this Declaration, and based on currently available information, Angeion estimates that total notice and administration expenses will be approximately $97,500.00.

CONCLUSION

24. It is my professional opinion that the Notice Plan provided full and proper notice to Settlement Class Members and was the best practicable notice under the circumstances, fulfilling all due process requirements, and fully comporting with Fed. R. Civ. P.23.

I hereby declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Dated: September 15, 2026

Stephanie E. Saunders

STEPHANIE E. SAUNDERS

Exhibit A

ANGEION GROUP
Writing the Rules

1650 Arch Street • Suite 2210 • Philadelphia PA 19103
www.angeiongroup.com

April 17, 2026

VIA USPS PRIORITY MAIL

United States Attorney General & Appropriate Officials

Re: Notice of Proposed Class Action Settlement

Dear Counsel or Official:

Angeion Group, an independent claims administrator, on behalf of the defendant in the below-described action, hereby provides your office with this notice under the provisions of the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1715, to advise you of the following proposed class action settlement:

> **Case Name:** *Highfill, et al. v. Clay-Platte Family Medicine Clinic, P.C., et al.*
> **Case No.:** 4:24-cv-00704
> **Jurisdiction:** United States District Court for the Western District of Missouri, Western Division
> **Date Settlement Filed with Court:** April 7, 2026

In accordance with the requirements of 28 U.S.C. § 1715, copies of the following documents associated with this action are available at https://cafa.angeiongroup.com/highfill-et-al-v-clay-platte-family-medicine-clinic-p-c-et-al/:

1. **28 U.S.C. § 1715(b)(1)-Complaint:** The *Class Action Complaint for Damages* was filed with the Court on October 29, 2024. The *Plaintiffs' First Amended Complaint* was filed with the Court on January 27, 2025.

2. **28 U.S.C. § 1715(b)(2)-Notice of Any Scheduled Judicial Hearings:** A preliminary settlement hearing has been scheduled for June 16, 2026, at 11:00 am in Courtroom 7B Kansas City before District Judge Stephen R. Bough. There are no other hearings currently scheduled for this case as of the date of this Notice.

3. **28 U.S.C. § 1715(b)(3)-Notification to Class Members:** The proposed *Long Form Notice, Email Notice, Postcard Notice,* and *Claim Form* were filed with the Court on April 7, 2026.

4. **28 U.S.C. § 1715(b)(4)-Class Action Settlement Agreement:** The *Settlement Agreement and Release, Plaintiffs' Unopposed Motion to Direct Class Notice and for Preliminary Approval of Proposed Class Action Settlement, Plaintiffs' Suggestions in Support of Unopposed Motion to Direct Class Notice and for Preliminary Approval of Proposed Class Action Settlement, Declaration of J. Austin Moore in Support of Unopposed Motion to Direct Class Notice and for Preliminary Approval of Proposed Class,* and *Declaration of Stephanie Saunders of Angeion Group, LLC Re Proposed Notice Plan & Qualifications* were filed with the Court on April 7, 2026. All documents are also available at https://cafa.angeiongroup.com/highfill-et-al-v-clay-platte-family-medicine-clinic-p-c-et-al/.

5. **28 U.S.C. § 1715(b)(5)-Any Settlement or Other Agreements:** Other than the Settlement Agreement, there are no other settlements or agreements made between the parties related to the proposed settlement.

6. **28 U.S.C. § 1715(b)(6)-Final Judgment:** As of the date of this Notice, no Final Judgment or notice of dismissal has been entered in this case.

7. **28 U.S.C. § 1715(b)(7)(B)-Estimate of Class Members:** There are an estimated 53,917 persons potentially in the Settlement Class. A chart listing the number of Settlement Class Members that likely reside in each state is available at https://cafa.angeiongroup.com/highfill-et-al-v-clay-platte-family-medicine-clinic-p-c-et-al/. It is not feasible to provide the proportionate share of the Settlement benefits per state as class member awards are contingent upon the submission of a claim form.

8. **28 U.S.C. §1715(b)(8)-Judicial Opinions Related to the Settlement:** The Court has not issued a judicial opinion concerning the proposed settlement at this time.

If you have any questions regarding the details of this notice, please contact Clay-Platte Family Medicine Clinic, P.C. at:

Clay-Platte Family Medicine Clinic, P.C. c/o Daniel Mirarchi,
Gordon Rees Scully Mansukhani
Three Logan Square
1717 Arch Street
Suite 610
Philadelphia, PA 19103
Email: dmirarchi@grsm.com

If you need assistance accessing the CAFA website, please contact Angeion Group at:

Angeion Group
1650 Arch Street, Suite 2210
Philadelphia PA 19103
www.angeiongroup.com
CAFA@angeiongroup.com

Exhibit B

LEGAL NOTICE

CFM Settlement
c/o Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

PRESORTED
FIRST-CLASS MAIL
U.S. POSTAGE PAID
MAG

Electronic Service Requested

You may claim benefits from a class action settlement including a cash payment and free monitoring services.

Important details are contained in the enclosed Court-approved notice.

NUMBERIC EQUIVALENT

Postal Service: Please do not mark barcode

CONFIDENTIAL LEGAL INFORMATION – TO BE OPENED BY THE ADDRESSEE ONLY.

Notice ID: ‹‹Notice ID››
Confirmation Code: ‹‹Confirmation Code››

‹‹FirstName››‹‹LastName››
‹‹Address1››
‹‹Address2››
‹‹City››, ‹‹State›› ‹‹Zip››

BLIND PERF DOES NOT PRINT

CFM SETTLEMENT CLAIM FORM

Notice ID: ‹‹Notice ID››
‹‹FirstName››‹‹LastName››
‹‹Address1››
‹‹Address2››
‹‹City››, ‹‹State›› ‹‹Zip››

NUMBERIC EQUIVALENT

Complete this Claim Form if you want to receive a Cash Fund Payment and/or Medical & Credit Monitoring Services. Visit www.CPFMSettlement.com to submit a claim for the Documented Loss Payment (documentation required).

Check the box to indicate which benefit(s) you want to receive and provide the required information.

☐ **Cash Fund Payment.** Select a payment method: ☐ PayPal ☐ Venmo ☐ Zelle ☐ Check

Email address or mobile number associated with your selection (if electronic payment):

Email Address: ____

Phone: ____

For more information, including disclosures and terms and conditions related to PayPal, Venmo, and Zelle digital payment options, please visit the FAQs at www.CPFMSettlement.com.

☐ **Medical & Credit Monitoring.**
Provide an email address to receive enrollment instructions (if you leave blank we will use email address provided above):

____

Affirmation and Signature: I swear and affirm under penalty of perjury under the laws of the United States that the information supplied in this Claim Form is true and correct to the best of my knowledge or recollection and that I am a Participating Settlement Class Member and I have not opted out of the Settlement.

Signature: ______________________ **Printed Name:** ______________________ **Date:** __ __/__ __/__ __

Notice ID: ‹‹Notice ID››

A class action settlement has been reached in a lawsuit against Clay-Platte Family Medicine Clinic and related clinics arising out of a June 2024 data security incident that may have affected your personal information. The lawsuit is captioned: *Highfill, et al. v. Clay-Platte Family Medicine Clinic, P.C., et al.*, No. 4:24-cv-00704-SRB (W.D. Mo.).

You are receiving this notice because Defendants' records indicate you are a Settlement Class Member. Under the Settlement, you may claim the following benefits:

1. **Reimbursement for Documented Losses.** If you spent money or incurred losses as a result of the Data Security Incident, you may submit a Claim Form for reimbursement of up to $15,000. Supporting documentation is required. Claims for Documented Losses must be submitted online at www.CPFMSettlement.com by **September 30, 2026**, where you will be required to upload documentation. You may also call 1-(866) 488-4298 for assistance.
2. **Cash Fund Payment.** In lieu of submitting a claim for a Documented Loss Payment, you may elect to receive a Cash Fund Payment. Cash Fund Payments will be distributed on a pro rata basis, meaning that the available funds will be divided equally among all eligible claimants who elect this option. The amount of any payment is not guaranteed and will depend on the number of approved Documented Loss claims and other required expenses. You can claim this benefit by checking the box on this postcard, providing your selected payment method, and submitting by mail postmarked no later than **September 30, 2026**, or by submitting a Claim Form at www.CPFMSettlement.com by **September 30, 2026**.
3. **Free Medical and Credit Monitoring Services.** You may claim three years of free Medical and Credit Monitoring Services by checking the box on this postcard, providing your email address, and submitting by mail, postmarked no later than September 30, 2026, or by submitting a Claim Form at www.CPFMSettlement.com by **September 30, 2026**.

Your Other Options: If you do not want to be legally bound by the Settlement, you must **exclude yourself** by **September 6, 2026**. If you do not exclude yourself, you will release any claims you may have against Defendants and the Released Parties related to the legal claims resolved by the Settlement. If you do not exclude yourself, you may **object** to the Settlement by **September 6, 2026**. Please visit www.CPFMSettlement.com for complete details on how to exclude yourself from or object to the Settlement.

The Lawyers Representing You. The Court has appointed 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 to represent you and the Settlement Class. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you. Class Counsel shall request an award of attorneys' fees not to exceed one-third (33.33%) of the Settlement Fund, reimbursement of reasonable costs and expenses, and Service Awards not to exceed $2,500 for each of the Named Plaintiffs.

The Final Approval Hearing: The Court has scheduled a hearing for **September 29, 2026 at 11:00 AM** at 400 E. 9th Street, Courtroom 7B, Kansas City, MO 64106, to consider whether to approve the Settlement, Service Awards, attorneys' fees and expenses, as well as any objections. You or your attorney may request to appear at the hearing, but you are not required to do so. The date or time of the hearing may change, so please check www.CPFMSettlement.com for updates.

This Notice is only a Summary. For more information, visit www.CPFMSettlement.com, call toll-free 1-(866) 488-4298 , or scan the QR:

BLIND PERF DOES NOT PRINT

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

BUSINESS REPLY MAIL
FIRST-CLASS MAIL PERMIT NO. 49 PHILADELPHIA, PA

POSTAGE WILL BE PAID BY ADDRESSEE

CFM SETTLEMENT
C/O CLAIM FORM SUBMISSIONS
1650 ARCH STREET
SUITE 2210
PHILADELPHIA PA 19103-9996

Exhibit C

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

If you received notice of a June 2024 data breach that involved Clay-Platte Family Medicine Clinic, P.C., Summit Family and Sports Medicine, Clay Platte Family Medicine Clinic P.C. and Barry Pointe Family Care P.C., you may be entitled to receive a payment and other benefits from a class action settlement

The United States District Court for the Western District of Missouri authorized this Notice.

A proposed class action settlement has been reached in the lawsuit captioned: ***Highfill, et al. v. Clay-Platte Family Medicine Clinic, P.C., et al.***, Case No. 4:24-cv-00704-SRB (W.D. Mo.). If approved by the Court, the Settlement will resolve the class action lawsuit that was brought in response to the data security incident disclosed by Defendants that occurred on or around June 26, 2024.

Under the terms of the settlement, the Clay-Platte defendants agreed to establish a fund of $1,000,000.00 that will be used to pay for the following forms of relief:

1. **Reimbursement for Documented Losses**. If you spent money or incurred losses as a result of the Data Breach, you may submit a claim for reimbursement of up to $15,000. Supporting documentation for losses related to the data security incident is required.

2. **Cash Fund Payment**: In lieu of submitting a claim for a Documented Loss Payment, you may elect to receive a Cash Fund Payment. Cash Fund Payments will be distributed on a pro rata basis, meaning that the available funds will be divided equally among all eligible claimants who elect this option. The amount of any payment is not guaranteed and will depend on the number of approved Documented Loss claims and other required expenses.

3. **Free Medical and Credit Monitoring Services**: You can submit a claim to enroll in three years of CyEx Medical Shield Total, a medical and three-bureau credit monitoring service designed to protect against medical identity theft and fraud.

- **Business Practice Commitments**: Defendants have agreed to implement and maintain certain business practice commitments relating to their information security program for at least five years following the effective date of the Settlement.

Your legal rights are affected whether or not you act. Please read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM **DEADLINE: SEPTEMBER 30, 2026**	Submitting a Claim Form is the only way to receive Settlement Benefits. Only Participating Settlement Class Members, *i.e.*, Settlement Class Members who do not exclude themselves from the Settlement, are eligible to submit a Claim Form. More information about submitting a Claim Form is available at FAQ #12.
EXCLUDE YOURSELF FROM THIS SETTLEMENT **DEADLINE: SEPTEMBER 6, 2026**	Excluding yourself from the Settlement (or "opting out") is the only option that allows you to sue, continue to sue, or be part of another lawsuit against the Defendants or other Released Parties for the claims this Settlement resolves. If you exclude yourself, you will give up the right to receive any Settlement Benefits. More information about excluding yourself is available at FAQ #18.
OBJECT TO THE SETTLEMENT **DEADLINE: SEPTEMBER 6, 2026**	You may object to the Settlement by writing to the Court and informing it why you do not think the Settlement should be approved. You will still be bound by the Settlement if it is approved. If you exclude yourself from the Settlement, you cannot object to it. If you object to the Settlement, you may still submit a Claim Form. More information about objecting is available at FAQ #21.
ATTEND THE FINAL APPROVAL HEARING **SEPTEMBER 29, 2026**	You may attend the Final Approval Hearing where the Court may hear arguments concerning approval of the Settlement. If you wish to speak at the Final Approval Hearing, you must make a request to do so in your written objection. You are not required to attend the Final Approval Hearing. More information about the Court's Final Approval hearing is available at FAQ #23.
DO NOTHING	If you do nothing, you will not receive any of the Settlement Benefits and you will give up any rights you have to sue, continue to sue, or be part of another lawsuit against the Defendants and other Released Parties for the claims this Settlement resolves.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. No Settlement Benefits will be provided unless the Court approves the Settlement, and it becomes final.

BASIC INFORMATION

1. Why is there a Notice?

You received this notice because your personal information may have been compromised in a data security incident involving the Clay-Platte defendants that occurred in or about June 2024. A Court authorized this notice because you have a right to know how the proposed settlement may affect your rights.

This Notice explains the nature of the lawsuit, the terms of the proposed Settlement, who is eligible to receive benefits from this Settlement, a description of the benefits, and how to obtain those benefits.

2. What is this lawsuit about?

Plaintiffs allege that on or around June 26, 2024, cybercriminals obtained unauthorized access to Defendants' servers and exfiltrated personally identifiable information and protected health information of approximately 53,916 current and former patients of Defendants (the "Data Breach"). The information potentially accessed included names, Social Security numbers, dates of birth, addresses, confidential medical information, gender, and telephone numbers.

Defendants deny that they did anything wrong, and no court or other entity has made any judgment or other determination of any wrongdoing or that any law has been violated. Instead, Plaintiffs and Defendants have agreed to a settlement to avoid the risk, cost, and time of further litigation.

The specific legal claims alleged by the Plaintiffs can be viewed in Plaintiffs' First Amended Complaint, which is available on the Settlement Website, **www.**CPFMSettlement.com.

3. Why is this a class action?

In a class action lawsuit, one or more individuals (called the "Plaintiffs" or "Named Plaintiffs") bring claims on behalf of a larger group of people who have similar claims (the "Settlement Class" or "Settlement Class Members"). The Court resolves the claims for all Settlement Class Members, except for those who choose to exclude themselves from the Settlement Class. Under the Settlement, members of the Settlement Class who do not exclude themselves from the Settlement are referred to as "Participating Settlement Class Members."

4. Why is there a Settlement?

The Plaintiffs and the Defendants disagree over the legal claims made in this Action. The Action has not gone to trial, and the Court has not decided in favor of the Plaintiffs or Defendants (collectively referred to as the "Parties"). Instead, the Parties have agreed to settle the Action after considering the risks and uncertainties of continuing the lawsuit, and all factors related to the Settlement. The Parties believe that this Settlement is fair, reasonable, adequate, and in the best interests of themselves and the Settlement Class.

WHO IS INCLUDED IN THE SETTLEMENT?

5. How do I know if I am part of the Settlement?

You are a Settlement Class Member if you received this Notice. The Settlement Class includes approximately 53,916 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 security incident.

6. Are there exceptions to individuals who are included in the Settlement Class?

Yes, the Settlement Class specifically excludes: (i) Defendants; (ii) any judge or magistrate presiding over the Action and members of their immediate families and judicial staff; and (iii) any person who timely and validly requests exclusion.

7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are included in this Settlement, you can contact the Settlement Administrator for free assistance by calling toll-free 1-(866) 488-4298, emailing info@CPFMSettlement.com or writing to CFM Settlement, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

THE SETTLEMENT BENEFITS

8. What does the Settlement provide?

Under the Settlement, Defendants will create a $1 million Settlement Fund to pay for settlement benefits and Court-approved costs.

1. **Free Credit and Medical Monitoring**: All Settlement Class Members who submit a valid claim can receive three (3) years of free Medical and Credit Monitoring Services through CyEx Medical Shield Total.

   These services include:
   - Credit monitoring from all three bureaus
   - Monitoring of medical and healthcare information
   - Dark web monitoring
   - Fraud alerts and identity theft protection
   - Up to $1 million in identity theft insurance
   - Access to customer support and fraud resolution services

2. Payment Options: In addition to monitoring services, you may choose one of the following:

A. **Documented Loss Payment (up to $15,000)**: You can receive reimbursement for out-of-pocket losses related to the data security incident, such as:
   - Fraud or identity theft losses
   - Fees for attorneys, accountants, or credit repair services
   - Expenses like postage, mileage, or phone charges
   - Costs for credit monitoring or other protective services incurred after June 26, 2024

To receive this payment, you must provide supporting documentation (such as receipts, statements, or invoices) for losses related to the data security incident. Claims cannot be based on a statement alone.

B. **Cash Fund Payment:** Instead of claiming documented losses, you may choose a Cash Fund Payment.
   - These payments will be divided equally (pro rata) among all eligible claimants who choose this option.
   - The amount you receive will depend on:
     - how many people submit valid claims, and
     - how much money remains in the Settlement Fund after other payments are made.

The amount of a Cash Fund Payment is not guaranteed and will depend on the number of claims.

9. Are there other Settlement Benefits?

Yes. Defendants have also agreed to certain business practice commitments and remedial measures. More information about the Settlement Benefits, including Defendants' business practice commitments, is available on the Settlement Website, www.CPFMSettlement.com.

10. What am I giving up in order to receive a Settlement Benefit or stay in the Settlement Class?

Unless you exclude yourself, you are choosing to remain in the Settlement Class as a Participating Settlement Class Member. If the Settlement is approved and becomes final, all of the Court's orders pertaining to the Settlement will apply to you and will legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Defendants and the other Released Parties about the legal issues in this Action, resolved by this Settlement, and released by the Settlement Agreement and Release ("Settlement Agreement"). The specific rights you are giving up are called Released Claims (*see* next question).

11. What are the Released Claims?

The Released Claims are defined as: any and all claims or causes of action of every kind and description, whether known or unknown, suspected or unsuspected, fixed or contingent, liquidated or unliquidated, in law or equity, that the Releasing Parties had, have, or may in the future have, that were or could have been asserted or alleged arising out of or relating to the Data Breach, Defendants' information security policies and practices, or Defendants' maintenance, storage, or handling of PII/PHI, and that arise out of the same nucleus of operative facts as the claims asserted in the Action.

For more information, please refer to the Settlement Agreement, which is available on the Settlement Website at **www.**CPFMSettlement.com.

How to Get Settlement Benefits—Submitting a Claim Form

12. How do I make a claim for Settlement Benefits?

Participating Settlement Class Members must submit a Claim Form in order to receive Settlement Benefits. Visit www.CPFMSettlement.com to submit a claim online or to download a full Claim Form to complete and return by mail.

Claim Forms must be submitted online by **September 30, 2026**. Claim Forms submitted by mail must be received or postmarked no later than **September 30, 2026**.

Completed Claim Forms along with supporting documentation, if required, must be mailed to the Settlement Administrator at the following address:

CFM Settlement

Attn: Claim Forms
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

13. Can I request a Claim Form?

Yes. Participating Settlement Class Members can also request that a Claim Form be mailed to them by calling toll-free 1-(866) 488-4298 or by writing to the Settlement Administrator.

Mail: CFM Settlement, Attn: Claim Request, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

Email: info@CPFMSettlement.com

14. What happens if my contact information changes after I submit a Claim Form?

If you need to update your contact information after you submit a Claim Form, you may notify the Settlement Administrator of any changes by writing to the Settlement Administrator via mail or email. Please include your Notice ID number (or Claim number if submitted online) with any written requests to assist the Settlement Administrator in identifying you.

15. When and how will I receive the Settlement Benefits?

If you submit a valid claim for Medical and Credit Monitoring Services, the Settlement Administrator will send you an email with instructions on how to activate those services after the Settlement is approved and becomes final. The email will be sent to the email address that you provide on your Claim Form.

Payments will also be issued by the Settlement Administrator only after the Settlement is approved and becomes final and sent via the payment you selected on your Claim Form. It is your responsibility to inform the Settlement Administrator of any updates to your contact or payment information after the submission of your Claim Form.

The Settlement approval process may take time and there may be appeals that must be resolved before any Settlement Benefits can be issued. Please be patient and check www.CPFMSettlement.com for updates.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

Yes, the Court has appointed 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 to represent the Settlement Class. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you.

J. Austin Moore **STUEVE SIEGEL HANSON LLP** 460 Nichols Road, Suite 200 Kansas City, MO 64112	Maureen M. Brady **MCSHANE & BRADY, LLC** 4006 Central Kansas City, MO 64111	Phyllis A. Norman **NORMAN & GRAVES LLC** 4505 Madison Avenue, Suite 220 Kansas City, MO 64111

17. How will Class Counsel be paid?

Class Counsel have undertaken this case on a contingency-fee basis and have not been paid any money in relation to their work on this case to date. Accordingly, Class Counsel will ask the Court to award them attorneys' fees of up to one-third (33.33%) of the Settlement Fund, and for reimbursement of reasonable costs and expenses, to be paid from the Settlement Fund. Class Counsel may also request that the Court approve Service Award payments for the Named Plaintiffs in an amount not to exceed $2,500 each. Service Awards, if approved, shall be paid from the Settlement Fund. The Court may award less than these amounts.

The Court will decide the amount of fees and costs and expenses to be paid. Class Counsel's request for attorneys' fees and costs (which must be approved by the Court) will be filed by September 29, 2026 and will be available to view on the settlement website at **www.**CPFMSettlement.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you are a Settlement Class Member and want to keep any rights you may have to sue or continue to sue the Defendants and/or the other Released Parties on your own based on the claims raised in this Action or released by this Settlement, then you must take steps to get out of the Settlement. This is called excluding yourself from—or "opting out" of—the Settlement. Any Settlement Class Member who does not timely submit a Request for Exclusion in accordance with the instructions below will lose the opportunity to exclude himself, herself, or themselves from the Settlement and will be bound by the Settlement.

18. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must mail the Settlement Administrator written notice of a request for exclusion, which includes:

1. The case name or similar identifying words such as "Clay Platte Data Breach Lawsuit";
2. Your name, address, and telephone number;
3. A clear statement you want to be excluded from the Settlement Class, such as "I hereby request to be excluded from the proposed Settlement Class in *Highfill, et al. v. Clay-Platte Family Medicine Clinic, P.C., et al*., Case No. 4:24-cv-00704-SRB (W.D. Mo.) in the United States District Court for the Western District of Missouri; and
4. Your signature

Settlement Class Members who want to exclude themselves or "opt-out" of the Settlement must submit a Request for Exclusion to the Settlement Administrator by mail at the address below, so it is received by **September 6, 2026,** or received with a postmark date no later than **September 6, 2026**.

CFM Settlement
Attn: Exclusion Requests
P.O. Box 58220
Philadelphia, PA 19102

Any Settlement Class Member who does not file a timely Request for Exclusion in accordance with these requirements will lose the opportunity to be excluded from the Settlement and will be bound by the Settlement.

19. If I exclude myself, can I still receive Settlement Benefits?

No. If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You are only eligible to receive Settlement Benefits if you stay in the Settlement and submit a valid and timely Claim Form.

20. If I do not exclude myself, can I sue the Defendants for the same thing later?

No. Unless you exclude yourself, you give up any right to sue the Defendants and the other Released Parties for the claims resolved by this Settlement. You must exclude yourself from the Settlement if you want to start or continue with your own lawsuit or be part of any other lawsuit against the Defendants or any of the other Released Parties for the same legal claims. If you have a pending lawsuit, you should speak with your lawyer in that case immediately.

OBJECT TO OR COMMENT ON THE SETTLEMENT

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

Participating Settlement Class Members who wish to object to the Settlement or Class Counsel's Fee Application must submit their written objection to the Settlement Administrator by mail at the address below, so it is received by or received with a postmark date no later than **September 6, 2026**.

CFM Settlement
Attn: Objections
P.O. Box 58220
Philadelphia, PA 19102

<u>The written objection must include</u>:

1. The name of the proceedings;
2. Your full name, address, and telephone number;
3. State with specificity the grounds for the objection, as well as any documents supporting the objection;
4. A statement as to whether the objection applies only to you and your circumstances, to a specific subset of the class, or to the entire class;
5. The number of times you have objected to a class action settlement within the five (5) years preceding the date that you file the objection, the caption of each case in which you have made such objection, and a copy of any orders related to or ruling upon your prior objections that were issued by the trial and appellate courts in each listed case;
6. The name and address of any attorneys representing you with respect to the objection;
7. A list of all persons who will be called to testify at the Final Approval Hearing in support of your objection (if any);
8. A statement regarding whether you or your attorney intend to appear at the Final Approval Hearing; and
9. You or your attorney's signature.

Class Counsel and/or Defendants' Counsel may conduct limited discovery on any objector or objector's counsel.

Any Settlement Class Member who does not file a timely and adequate objection in accordance with these requirements waives the right to object or to be heard at the Final Approval Hearing (*see* FAQ #23) and shall be forever barred from making any objection to the Settlement.

22. What is the difference between objecting and requesting exclusion?

Objecting is telling the Court you do not like something about the Settlement. You can object only if you stay in the Settlement Class (that is, do not exclude yourself). Requesting exclusion is telling the Court you do not want to be part of the Class or the Settlement. If you exclude yourself, you cannot object to the Settlement because it no longer affects you.

THE FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing on **September 29, 2026** in Courtroom **7B**, located at 400 E. 9th Street, Courtroom 7B, Kansas City, MO 64106.

The date and time of the Final Approval Hearing is subject to change without further notice to the Settlement Class, so please check **www.**CPFMSettlement.com for updates.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also decide whether to approve the Settlement as final and whether to approve Class Counsel's application for an award of attorneys' fees and expenses, and Service Awards for the Named Plaintiffs.

If there are objections, the Court will consider them. The Court will also listen to people who have asked to speak at the hearing.

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

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you submit a timely and complete objection (*see* FAQ #21), the Court will consider it, and you do not have to come to Court to talk about it.

25.	**May I speak at the Final Approval Hearing?**

Yes. If you wish to attend and speak at the Final Approval Hearing, you must indicate your intent to do so in your written objection (*see* FAQ #21). Your objection must state that it is your intention to appear at the Final Approval Hearing and must indicate if your attorney intends to appear and speak for you at the Final Approval Hearing.

IF YOU DO NOTHING

26.	**What happens if I do nothing at all?**

If you are a Participating Settlement Class Member and you do nothing, you will not receive any Settlement Benefits. You will also give up certain rights, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendants or any of the other Released Parties about the legal issues in this Action and released by the Settlement.

GETTING MORE INFORMATION

27.	**How do I get more information?**

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at **www.**CPFMSettlement.com. You may also contact the Settlement Administrator by mail or email:

Mail: CFM Settlement, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103

Email: info@CPFMSettlement.com

PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE
TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

Exhibit D

Must be postmarked
or submitted online
NO LATER THAN
September 30, 2026

CFM SETTLEMENT
ATTN: CLAIM FORMS
1650 ARCH STREET, SUITE 2210
PHILADELPHIA, PA 19103

CFM-CLAIM

Clay-Platte Settlement Claim Form

SETTLEMENT BENEFITS – WHAT YOU MAY GET

A class action settlement has been reached in a lawsuit against Clay-Platte Family Medicine Clinic and related clinics arising out of a June 2024 data security incident that may have affected your personal information.

The easiest way to submit a claim is online at www.CPFMSettlement.com, or you can complete and mail this Claim Form to the mailing address above. To receive any of the below benefits, you must submit the Claim Form below by mail or submit a claim online by **September 30, 2026**.

You may submit a claim for one or more of these benefits:

1. **Reimbursement for Documented Losses**. If you spent money or incurred losses as a result of the Data Security Incident, you may submit a claim for reimbursement of up to $15,000. Supporting documentation for losses related to the data security incident is required.

2. **Cash Fund Payment**: In lieu of submitting a claim for a Documented Loss Payment, you may elect to receive a Cash Fund Payment. Cash Fund Payments will be distributed on a pro rata basis, meaning that the available funds will be divided equally among all eligible claimants who elect this option. The amount of any payment is not guaranteed and will depend on the number of approved Documented Loss claims and other required expenses.

3. **Free Medical and Credit Monitoring Services**: You can submit a claim to enroll in three years of CyEx Medical Shield Total, a medical and three-bureau credit monitoring service designed to protect against medical identity theft and fraud.

*   *   *

Claims must be submitted online or mailed by September 30, 2026. Use the address at the top of this form for mailed claims.

Please note: the Settlement Administrator may contact you to request additional documents to process your claim.

For more information and complete instructions visit
www.CPFMSettlement.com

Settlement benefits will be distributed only after the Settlement is approved by the Court.

CFM SETTLEMENT
ATTN: CLAIM FORMS
1650 ARCH STREET, SUITE 2210
PHILADELPHIA, PA 19103

CFM-CLAIM

Free Medical and Credit Monitoring

Would you like to enroll in three years of CyEx Medical Shield, a medical and three-bureau credit monitoring service designed to protect against medical identity theft and fraud?

Yes ☐

Please provide the email address where you would like to receive enrollment instructions (if different from above) ____

Signature

By signing below and submitting this Claim Form, I swear and affirm under penalty of perjury under the laws of the United States that: (1) the information supplied in this Claim Form and any documents submitted in support of my claim are true and correct to the best of my knowledge or recollection; (2) 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; and (3) I am a Participating Settlement Class Member and I have not opted out of the Settlement.

Signature:	**Date:**
Print Name:	

REMINDER: You can submit your claim online at **www.CPFMSettlement.com**. If you choose to submit your claim by mail, this form must be completed, signed, and sent to the Settlement Administrator, postmarked no later than **September 30, 2026**, and addressed to:

ATTN: CLAIM FORMS
1650 ARCH STREET, SUITE 2210
PHILADELPHIA, PA 19103

Must be postmarked or submitted online NO LATER THAN September 30, 2026

CFM SETTLEMENT
ATTN: CLAIM FORMS
1650 ARCH STREET, SUITE 2210
PHILADELPHIA, PA 19103

CFM-CLAIM

Your Information

We will use this information to contact you and process your claim. It will not be used for any other purpose. If any of the following information changes, you must promptly notify us by emailing info@CPFMSettlement.com.

1. NAME:	First	Middle Initial	Last
2. MAILING ADDRESS:	Street Address		
	Apt. No.		
	City		
	State		
	Zip		
3. PHONE NUMBER:			
4. EMAIL ADDRESS:			
5. NOTICE ID:			

Cash Payment: Money You Lost or Spent

If you lost or spent money trying to prevent or recover from fraud or identity theft caused by the Data Security Incident and have not been reimbursed for that money, you can receive reimbursement for up to $15,000. If you are not claiming this benefit, you may proceed to the next section.

If you are claiming this benefit, it is important for you to send documents that show what happened and how much you lost or spent, so that you can be repaid. The documents must show that your claimed losses are fairly traceable to the Data Security Incident, meaning they were reasonably incurred after June 26, 2024.

Loss Type and Examples of Documents	Approximate Amount of Expense and Date	Description of Loss or Money Spent and Supporting Documents (Identify what you are attaching, and why it's related to the Data Security Incident)
☐ Costs or expenses incurred in connection with taking measures to mitigate identity theft or fraud *Examples: Receipts for costs incurred associated with replacing identification documents, obtaining credit reports, or taking other measures taken to mitigate identity theft or fraud*	$ Date:	______ ______ ______ ______ ______
☐ Credit monitoring and identity theft protection purchased on or after June 26, 2024, through the date of your Claim submission *Examples: Receipts or statements for credit monitoring or other mitigative services*	$ Date:	______ ______ ______ ______
☐ Costs, expenses, and losses due to identity theft, fraud, or misuse of your personal information on or after June 26, 2024 *Examples: Account statement with unauthorized charges highlighted; police reports; IRS documents; FTC Identity Theft Reports; letters refusing to refund fraudulent charges*	$ Date:	______ ______ ______ ______ ______ ______

☐ Professional fees paid to address identity theft on or after June 26, 2024 *Examples: Receipts, bills, and invoices from accountants, lawyers, or others*	$ Date:	____________________ ____________________ ____________________ ____________________
☐ Other expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges related to the Data Security Incident *Examples: Phone bills, receipts, detailed list of places you traveled (i.e. police station, IRS office), reason why you traveled there (i.e. police report or letter from IRS re: falsified tax return) and number of miles you traveled*	$ Date:	____________________ ____________________ ____________________ ____________________ ____________________ ____________________ ____________________

Cash Fund Payment

If you did not submit a claim for a documented loss payment, check this box if you wish to claim a cash fund payment.

Yes ☐

By checking this box, I acknowledge that cash fund payments are not guaranteed and the amounts of these payments will depend on the number of individuals who submit valid claims.

Payment Selection

Please select **one** of the following payment options: ☐ PayPal ☐ Venmo ☐ Zelle ☐ Check

Provide the email address or mobile number associated with selection: ____________________

For more information, including disclosures, terms and conditions, related to PayPal, Venmo, and Zelle digital payment options, visit the FAQs at www.CPFMSettlement.com

If you do not select a payment method and your claim is approved for payment, a paper check will be sent to the address you provided in Section I above.

Exhibit E

Clay-Platte Opt-Out

Notice ID	First Name	Last Name	Date
CFM100003309	Bruce	Robertson	8/10/2026
CFM100051603	GARY	BOHANAN	8/25/2026