

IN THE DISTRICT COURT OF CLAY COUNTY, MISSOURI

C.P. and DAN COOK, individually and on behalf of those similarly situated,

Plaintiffs,

v.

NEW LIBERTY HOSPITAL CORPORATION d/b/a LIBERTY HOSPITAL, et al.

Defendants.

Case No. 24CY-CV00681

Division: 1

PLAINTIFFS' UNOPPOSED MOTION FOR AMENDED PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Plaintiffs C.P. and Dan Cook ("Plaintiffs") respectfully move the Court to amend its Order of Preliminary Approval of Class Action Settlement as to the set deadlines in this matter. In support of their Motion, Plaintiffs state:

1. On June 3, 2025, this Court entered its Order Granting Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement.
2. Pursuant to the Court's Order, on June 16, 2025, Defendant provided the Class Administrator, Angeion, with the class list to begin the notice process.
3. Due to a misunderstanding between the parties as to the class size, upon receipt of the class list it was discovered that the class was larger than originally believed. Declaration of Counsel in Support of Motion for Amended Preliminary Approval, ¶ 6, attached as **Exhibit 1**.

4. The Parties immediately conferred on the issues and renegotiated some of the terms of the Settlement Agreement in order to account for the increase in the class size.
5. The Parties agreed to execute an Addendum to the Settlement Agreement to account for the class size.
6. A copy of the fully executed Addendum is attached here as **Exhibit 2**.
7. As provided for in the Addendum, Defendant agreed to business practice changes in the form of cybersecurity enhancements valued at more than \$1,000,000. Declaration of Class Counsel ¶ 9.
8. Due to the renegotiation of some of the terms of the Settlement Agreement, the notice process ordered by the Court could not commence on the date ordered in the June 3, 2025 Order of Preliminary Approval.
9. Plaintiffs now request this Court Amend its June 3, 2025 Order of Preliminary Approval, to allow for a new notice date and deadlines.
10. A copy of the proposed Amended Order of Preliminary Approval is attached as **Exhibit 3**.
11. The undersigned counsel has been in contact with counsel for Defendant and there is no opposition to the amended order.
12. This motion is not made for reasons of vexation or delay but for the benefit of the interests of the Class.

Dated: October 10, 2025.

Respectfully submitted,

Maureen M. Brady

Maureen M. Brady, #57800(MO)

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***Attorneys for Plaintiffs and the
Proposed Settlement Class***

CERTIFICATE OF SERVICE

I hereby certify that on October 6, 2025, a copy of the foregoing was filed electronically with the Clerk of the Court to be served by operation of the Court's electronic filing system upon all counsel of record.

Maureen M. Brady
Maureen M. Brady

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d/b/a LIBERTY HOSPITAL, et al.)

Defendants.)

Case No. 24CY-CV00681

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DECLARATION OF CLASS COUNSEL IN SUPPORT OF UNOPPOSED MOTION FOR AN AMENDED PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

We are Counsel for Plaintiffs in the above-captioned case. We offer this declaration in support of the unopposed Motion for Preliminary Approval of the proposed settlement in this case with Defendants, New Liberty Hospital d/b/a Liberty Hospital et. al., (collectively, “Defendants”). We have personal knowledge of the facts recited in this Declaration, and if called upon to testify to the truth of the statements below, we could and would do so:

1. The Parties in the actions vigorously litigated their respective positions and subsequently entered into settlement negotiations to resolve the above actions. The Settlement is the product of hard-fought, prolonged, and extensive arm’s length negotiations, conducted by experienced counsel after extensive analysis of the relevant facts and law.

2. On June 3, 2025, this Court entered its Order Granting Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement.

3. Pursuant to the Court's Order, on June 16, 2025, Defendant provided the Class Administrator, Angeion, with the class list to begin the notice process.

4. Upon receipt of the class list it was discovered that the class was larger than originally believed.

5. Specifically, although Proposed Class Counsel believed that the class size was approximately 88,000, the class list provided to Angeion was approximately 192,000.

6. The Parties immediately conferred on the issues and renegotiated the terms of the Settlement Agreement to account for the increase in the class size.

7. The Parties agreed to execute an Addendum to the Settlement Agreement to account for the class size.

8. Pursuant to the Addendum, Defendant agreed to implement several business practice changes. Specifically, such business practice changes include:

- Administrative Safeguards, such as appointing a Chief Information Security Officer or equivalently titled individual to oversee and direct Defendant's comprehensive cybersecurity program;
- Technical Safeguards, such as ensuring that all internet-facing services and all services with access to any electronic medical records are designed to require multifactor authentication with Number Match enabled and enforced; and
- Physical Safeguards, such as ensuring that all destruction of sensitive data—including PII, PHI, and IT confidential information such as passwords and network diagram—are destroyed in a reasonably secure manner such as through shredding.

9. In all, Defendant estimated the value of the business practice changes outlined in the Addendum to be worth in excess of \$1,000,000.

10. These additional benefits adequately account for the increase in class size

and provide a favorable result to the members of the Settlement Class, placing the Settlement well within the range of possible final approval. Proposed Class Counsel believe that the Settlement is an excellent outcome for the Settlement Class in view of the possible issues that could arise during litigation. Indeed, the overall per capita recovery here favors well with similar such data breach class actions, so Class Counsel believes in the strength of the Settlement and recommends it for approval.

We declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Sworn this 1st day of October 2025, at Kansas City, Missouri.


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Sworn this 1st day of October 2025, at Nashville, Tennessee.

/s/ J. Gerard Stranch
J. Gerard Stranch, IV*
Grayson Wells, # 73068(MO)
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 Defendants.)


ADDENDUM TO THE CLASS ACTION SETTLEMENT

Plaintiffs C.P. and Dan Cook (“Plaintiffs”) and Defendant new Liberty Hospital Corporation d/b/a Liberty Hospital (collectively, “the Parties”), hereby amend their Class Action Settlement Agreement and Release, which was executed on May 28, 2025.

1. The Settlement Agreement is amended to provide for additional classwide benefits in the form of cybersecurity enhancements to Defendant’s information systems that will provide enhanced protection for Plaintiffs’ and Class Members protected health information and personally identifiable information that remained stored and maintained on Defendant’s information systems.
2. Defendant has shared the details of these cybersecurity enhancements with Plaintiffs’ counsel, but those details will remain confidential given that they detail the cybersecurity defenses that future threat actors will face.
3. Nevertheless, these cybersecurity enhancements exceed \$1,000,000 in value per year and add additional benefits to the Class.

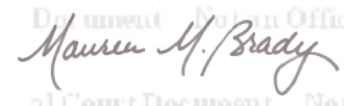
Signature page to follow:

For Plaintiffs and the Settlement Class:



J. Gerard Stranch, IV

STRANCH, JENNINGS & GARVEY, PLLC



Maureen Brady

MC SHANE & BRADY

For Defendant:



David A. Yudelson

CONSTANGY, SMITH & PROPHETE LLP

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ORDER GRANTING PLAINTIFFS’ AMENDED UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Before the Court is Plaintiffs’ Amended Unopposed Motion for Preliminary Approval of the proposed Class Action Settlement (the “Motion”), the terms of which are set forth in a Settlement Agreement with accompanying exhibits attached to Plaintiffs’ Motion as Exhibit 1 (the “Settlement Agreement”).¹ Having fully considered the issue, the Court hereby GRANTS the Motion and orders as follows:

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

All persons residing in the United States whose Private Information was potentially exposed to unauthorized third parties as a result of the Data Incident experienced by Defendant on December 19, 2023.

Pursuant to Missouri Rule 52.08, the Court finds that giving notice is justified. The Court finds that the Settlement is within range of final approval as fair, reasonable, and adequate. The Court also finds that it will likely be able to certify the Settlement Class for

¹ All defined terms herein have the same meaning as set forth in the Settlement Agreement.

purposes of judgment on the Settlement because they meet all the requirements of Rule 52.08(a) and the requirements of Rule 52.08(b)(3), and so the Court conditionally certifies the Class for the purpose of Settlement. Specifically, the Court finds, for settlement purposes only, that: a) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; b) there are questions of law and fact that are common to the Settlement Class; c) the claims of the proposed Class Representatives are typical of and arise from the same operative facts and that they seek similar relief as the claims of the Settlement Class Members; d) the proposed Class Representatives will fairly and adequately protect the interests of the Settlement Class as the proposed Class Representatives have no interest antagonistic to or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this litigation on behalf of the Settlement Class; e) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members; and f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this Litigation.

2. **Settlement Class Representatives and Settlement Class Counsel.** The Court finds that Plaintiffs C.P. and Dan Cook should be appointed as Settlement Class Representatives. Additionally, the Court finds that J. Gerard Stranch, IV and Maureen Brady should be appointed as Settlement Class Counsel.

3. **Preliminary Settlement Approval.** Upon preliminary review, the Court finds the Settlement is fair, reasonable, and adequate to warrant providing Notice of Settlement to the Settlement Class and accordingly is preliminarily approved. In making

this determination, the Court has considered the monetary benefits provided to the Settlement Class through the Settlement, the specific risks faced by the Settlement Class in prevailing on their claims, the stage of the proceedings at which the Settlement was reached and the discovery that was conducted, the effectiveness of the proposed method for distributing relief to the Settlement Class, the proposed manner of allocating benefits to Settlement Class Members, and all of the other factors required by Rule 52.08.

4. **Final Approval Hearing.** A Final Approval Hearing shall be held on **January 22, 2026**, at Division 1 of the Clay County Circuit Court [or via telephone or videoconference] at **9:30 am CST** to determine, among other things, whether: (a) this litigation should be finally certified as a class action for settlement purposes pursuant to Missouri Rule 52.08(a) and (b)(3); (b) the Settlement should be approved as fair, reasonable and adequate, and finally approved; (c) this Litigation should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members should be bound by the releases set forth in the Settlement Agreement; (e) the application of Settlement Class Counsel for an award of Attorneys' Fees, Costs, and Expenses should be approved; and (f) the application of the Settlement Class Representatives for Service Awards should be approved.

5. **Claims Administrator.** The Court appoints Angeion as the Settlement Administrator, with responsibility for class notice and claims administration. The Settlement Administrator is directed to perform all tasks the Settlement Agreement requires. The Settlement Administrator's fees will be paid pursuant to the terms of the Settlement Agreement.

6. **Notice.** The proposed notice plan set forth in the Settlement Agreement and the Notices and Claim Form attached to the Settlement Agreement as exhibits are hereby approved. Non-material modifications to these Exhibits may be made with approval by the parties but without further order of the Court.

7. **Findings Concerning Notice.** The Court finds that the proposed form, content, and method of giving notice to the Settlement Class as described in the notice plan and the Settlement Agreement and its exhibits: (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the litigation, the terms of the proposed Settlement, and their rights under the proposed Settlement, including but not limited to their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; (d) meet all applicable requirements of law, including Missouri Rule 52.08, and the Due Process Clause(s) of the United States Constitution and the Missouri Constitution. The Court further finds that the Notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members.

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

9. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded from the Settlement Class must sign and timely submit written notice of such

intent pursuant to the procedures set forth in the Settlement Agreement and the Long Form Notice.

10. If the final Judgment and Order of Dismissal is entered, any Settlement Class Member who has not submitted a timely, valid written opt-out request for exclusion from the Settlement Class shall be bound by all subsequent proceedings, orders, and judgments in this Litigation, including but not limited to the release set forth in the Final Judgment and Order of Dismissal. Settlement Class Members who submit valid and timely opt-out requests for exclusion shall not be entitled to receive any benefits from the Settlement.

11. **Objections and Appearances.** A Settlement Class Member who does not file a valid and timely request for exclusion may file with the Court a notice of intent to object to the Class Settlement Agreement. A Settlement Class Member who wishes to object must follow the procedure set forth in the Settlement Agreement and the Long Form Notice.

12. Any Settlement Class Member who fails to comply with the provisions in this Order will waive and forfeit any and all rights they may have to object, will have their objection stricken from the record, and will lose their rights to appeal from approval of the Settlement. Any such Settlement Class Member also shall be bound by all subsequent proceedings, orders, and judgments in this Litigation, including but not limited to the release set forth in the Final Judgment and Order of Dismissal if entered.

13. **Claims Process.** Settlement Class Counsel and Defendant have created a process for Settlement Class Members to claim benefits under the Settlement. The Court preliminarily approves this process and directs the Settlement Administrator to follow

those provisions in the Settlement Agreement, including the use of the tear-off claim form in the Postcard.

14. **Termination of Settlement.** This Order shall become null and void and shall be without prejudice to the rights of the parties, all of whom shall be restored to their respective positions existing before the Court entered this Order and before they entered the Settlement Agreement, if: (a) the Court does not enter this Preliminary Approval Order; (b) Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement; or (c) there is no Effective Date. In such event, the Settlement and Settlement Agreement shall become null and void and be of no further force and effect, and neither the Settlement Agreement nor the Court's orders, including this Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

15. **Use of Order.** This Order shall be of no force or effect if the Final Judgment and Order of Dismissal is not entered or there is no Effective Date and shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, or liability. Nor shall this Order be construed or used as an admission, concession, or declaration by or against the Class Representatives or any other Settlement Class Member that their claims lack merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any party of any defense or claims they may have in this litigation or in any other lawsuit.

16. **Continuance of Hearing.** The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times

shall be posted on the Settlement Website maintained by the Settlement Administrator. The Court may approve the Settlement, with such modifications as may be agreed upon by the parties, if appropriate, without further notice to the Settlement Class.

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

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

Event	Timing
Defendant Provides Class List to the Settlement Administrator	No later than 5 days after entry of this Amended Preliminary Approval Order
Notice Commencement Date	No later than 30 days after entry of this Amended Preliminary Approval Order
Notice Completion Date	No later than 45 days after entry of this Amended Preliminary Approval Order
Postmark Deadline for requests for Exclusion (Opt-Out) or Objections	60 days after the Notice Commencement Date
Postmark/Filing Deadline for Filing Claims	60 days after Notice Commencement Date
Motion for Fees, Expenses, and Service Awards	14 days before the objection deadline
Motion for Final Approval	At Least 14 days before the Final Approval Hearing
Final Approval Hearing	No earlier than 120 days after entry of this Amended Preliminary Approval Order

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IT IS SO ORDERED on this ____ day of October, 2025.

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Hon. Shane T. Alexander
Division 1-Presiding Judge

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