

**IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
AT INDEPENDENCE**

**TERESA BURTON, STACY CARLINGTON,
STEPHEN DEITSCH, ROBIN STEWARD,
and BRIANNA PHILLIPS, , individually and on
behalf of all others similarly situated,**

Plaintiffs,

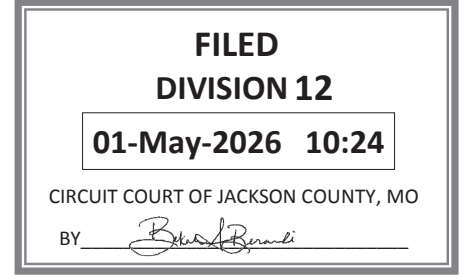
v.

BERMAN & RABIN, P.A.,

Defendant.

Case No. 2616-CV00873

CLASS ACTION



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

This case comes before the Court for hearing on Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement, which is subject to approval by the Court.

WHEREAS, after full consideration of the Parties’ Settlement Agreement and Plaintiffs’ Motion for Preliminary Approval, along with its supporting documents, and good cause appearing therefor pursuant to Missouri Rule of Civil Procedure 52.08,

IT IS HEREBY ORDERED as follows:

1. Capitalized terms herein shall have the same meaning as those defined in Section II of the Settlement Agreement, attached as Exhibit A to the Motion for Preliminary Approval.
2. The Court has jurisdiction over the subject matter of this action, Plaintiffs, the Settlement Class, and Defendant.

3. The Court orders that to effectuate the proposed Settlement and for settlement purposes only, this Action shall be maintained as a class action under Rule 52.08, subject to Final Approval of the Settlement, on behalf of the following Settlement Class:

All living individuals in the United States who were sent a notice that their Private Information was potentially compromised in the Data Incident.

Excluded from the Settlement Class are (a) all persons who are directors and officers of Defendant, or its respective subsidiaries and affiliated companies; (b) governmental entities; (c) the Judge(s) assigned to the Action, the Judge's immediate family, and Court staff; and (d) any Settlement Class Member who properly and timely opts-out of the Settlement.

4. The Court appoints Teresa Burton, Stacy Carlington, Stephen Deitsch, Robin Steward, and Breanna Phillips as Class Representatives.

5. The Court appoints Jeff Ostrow of Kopelowitz Ostrow P.A., Mariya Weekes of Milberg PLLC, Andrew J. Shamis of Shamis & Gentile, P.A., John Heenan of Heenan & Cook, and Maureen Brady of McShane & Brady, LLC as Class Counsel.

6. The Court appoints Simpluris, Inc. as Settlement Administrator.

7. The Court recognizes that, pursuant to the Agreement, should the Settlement not be finally approved, Defendant retains all rights to object to any future requests to certify a class. Therefore, as more fully set forth below, if the Settlement is not finally approved, and litigation resumes, this Court's preliminary findings regarding the propriety of class certification shall be of no further force or effect.

8. The Court preliminarily approves the Settlement of this Action as set forth in the Agreement as being fair, just, reasonable and adequate, subject to further consideration at the Final Approval Hearing described below. The Court further finds the likelihood of Final Approval of the Settlement is sufficient to warrant notice to the Settlement Class as specified in the Agreement. There is good cause to find that the Settlement was negotiated with the assistance of an experienced mediator and at arms-length between the Parties, who were each represented by experienced counsel.

9. For settlement purposes only, the Court finds that the Settlement Class as defined herein meets the requirements of Rule 52.08 as follows:

- a. The Settlement Class is sufficiently ascertainable;
- b. All Settlement Class Members have standing as the Petition alleges a sufficient concrete harm;
- c. Though not adopted by the Missouri Supreme Court, Fed. R. Civ. P. 23(e)(2) considers the following additional factors a court should consider when evaluating a class action settlement. *Cf. State ex rel. Union Planters Bank, N.A. v. Kendrick*, 142 S.W.3d 729, 735 n.5 (Mo. banc 2004) (interpretations of Fed. R. Civ. P. 23 may be considered in interpreting Rule 52.08). The relief proposed to be provided to the Settlement Class preliminarily appears adequate taking into account the factors stated in federal Rule 23(e)(2)(c), in that:

- (1) it appears that continued litigation would entail significant costs, risks, and delay as compared to the proposed Settlement as the Settlement was reached relatively early in the litigation process and before

the expenditure of much more significant costs in time and money by the Parties;

(2) the Settlement provides meaningful Cash Payments and other consideration to Settlement Class Members who submit Valid Claims;

(3) the terms of the proposed Application for Attorneys' Fees, Costs, and Service Awards appear reasonable; and

(4) there are no "side-deals" as part of this Settlement.

d. There are approximately 151,944 Settlement Class Members which is sufficiently numerous for purposes of Rule 52.08(a) and joining all of these parties into a single action would be impractical;

e. The Settlement Class Members assert common claims challenging Defendant's acts and omissions concerning the Data Incident through the same legal theories under Missouri law;

f. Plaintiffs' and Settlement Class Members' claims are typical of one another in that they seek the same sorts of relief for the same alleged wrongs;

g. The Class Representatives have adequately represented the Settlement Class in that they have taken the steps necessary to achieve this Settlement, including, but not limited to, by hiring competent counsel who have no conflicts of interest with the class and by vigorously litigating this case to its proposed conclusion;

h. The common questions related to Defendant's acts and omissions concerning the Data Incident predominate over any individual questions that might arise; and,

i. Class certification is superior to individual adjudication of the claims asserted here due to the similarities between the Settlement Class Members' claims and that managing those claims together would be significantly more efficient than litigating them separately.

10. The Court approves the Notice Program and Claim Process, including the Postcard Notice, Long Form Notice, and Claim Form (substantially in the form as Exhibits 1 through 3 to the Agreement), and finds the Notice accurately reflects the nature of the claims and the proposed Settlement, states the opt-out and objection procedures in clear language, and is reasonably and practicably calculated to inform the Settlement Class of the pendency of the Action and their rights, among other things, to opt-out or object to the Settlement, and to attend the Final Approval Hearing. The Notice meets the requirements of Rule 52.08 and the requirements of due process. The Court further finds the procedure for dissemination of Notice in the manner described in the Agreement has a reasonable chance of reaching a substantial percentage of the Settlement Class and constitutes the best notice practicable under the circumstances. In addition, the Court finds that no notice other than that specifically identified in the Agreement is necessary in this Action. The Parties, by agreement, may revise the Notices and Claim Form in ways that are not material or are appropriate to update those documents for purposes of accuracy or formatting for publication.

11. The mailing and distribution of Notice as set forth in the Settlement Agreement shall proceed. The Settlement Administrator is authorized to mail the Postcard Notice, after the Notice is updated with the appropriate dates and deadlines consistent with the Agreement, to the applicable Settlement Class Members as provided in the Settlement.

12. The Settlement Class shall be bound by all determinations and orders pertaining to the Settlement, including the release of all claims to the extent set forth in the Settlement, whether favorable or unfavorable, unless such persons validly opt-out of the Settlement Class in a timely and proper manner, as hereinafter provided. Settlement Class Members who do not timely and validly opt-out of the Settlement shall be bound by the terms of the Agreement.

13. As explained in the Long Form Notice attached to the Agreement as Exhibit 3, Settlement Class Members shall be entitled to exclude themselves at any time prior to the Opt-Out Deadline by mailing a request to opt-out to the Settlement Administrator postmarked on or before the Opt-Out Deadline. The opt-out request must be personally signed by the Settlement Class Member and contain the requestor's name, address, telephone number, and email address (if any), the title of the Action, and a statement indicating a request to be excluded from the Settlement Class. Requests to opt out may only be done on an individual basis, and no person may request to be excluded from the Settlement Class through "mass" or "class" opt outs. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if that Settlement Class Member does not submit a Valid Claim.

14. Any Settlement Class Member who has not requested to opt-out of the Settlement Class and who wishes to object to any aspect of the Settlement, including the amount of the attorney's fees and costs that Class Counsel intends to seek or the payment of Service Awards to the Class Representatives, may do so, either personally or through an attorney, by filing a written objection, together with any supporting documentation, as set forth in the Settlement Agreement and this Preliminary Approval Order. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted on or before the Objection Deadline, as specified in the Notice, and the Settlement Class Member must not have excluded him/herself from the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label. Objections not filed and served in accordance with this Preliminary Approval Order shall not be received or considered by the Court.

15. To be valid, the objection must also set forth the following:

- a. the objector's full name, mailing address, telephone number, and email address (if any);
- b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;

c. the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;

d. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or the Application for Attorneys' Fees, Costs, and Service Awards, and whether they will appear at the Final Approval Hearing;

e. the number of times in which the objector's counsel and/or the objector's counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling on the objection issued by the trial and appellate courts in each such listed case;

f. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);

g. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and

h. the objector's signature (an attorney's signature is not sufficient).

16. Failure to fully and strictly comply with the requirements herein will result in the Court overruling an objection.

17. Only Settlement Class Members may object to the Settlement. Class Counsel and/or Defendant's Counsel may conduct discovery on any objector or objector's counsel, including the taking of depositions and requesting documentation. The Parties may file with the Court written responses to any filed objections at or prior to the Final Approval Hearing.

18. The Court hereby adopts the Settlement approval process as set forth in the Settlement.

19. In the event the Effective Date as defined in the Settlement does not occur, the Agreement, and this Preliminary Approval Order shall be deemed null and void and shall have no effect whatsoever. In such case, nothing in the Agreement or this Preliminary Approval Order shall be relied upon, cited as, constitute evidence of, or constitute an admission of liability or that class action certification is or may be appropriate in this action or any other matter.

20. All pretrial proceedings in this Action are stayed and suspended until further order of this Court, except such actions as may be necessary to implement the Agreement and this Preliminary Approval Order.

21. Pending the Court's final determination of the fairness, reasonableness, and adequacy of the proposed Settlement, Plaintiffs and all Settlement Class Members and anyone acting on behalf of any Settlement Class Member are barred and enjoined from: (a) further litigation in this Action; (b) instituting, filing, or taking any action directly or indirectly, to commence, prosecute, pursue or participate on an individual or a class or

collective action basis any action, claim or proceeding against Defendant or the Released Parties in any forum in which any of the claims subject to the Settlement are asserted, or which in any way would prevent any such claims from being extinguished; and/or, (c) seeking, whether on a conditional basis or not, certification of a class or collective action that involves any such claims.

22. The Final Approval Hearing is hereby scheduled to be held before the Court on September 11, 2026, at 1:30 p.m. The purpose of the Final Approval Hearing will be as follows:

- a. To determine whether the proposed Settlement of this Action, as set forth in the Motion for Preliminary Approval, should be approved as fair, reasonable, and adequate to the Settlement Class, and whether a Final Approval Order approving of the Settlement should be entered;
- b. To consider Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards; and
- d. To rule upon such other matters as the Court may deem appropriate.


23. The Final Approval Hearing may be switched to Zoom, or another virtual platform, postponed, adjourned, or continued by order of the Court. Notice of the postponement, adjournment or continuance of the hearing shall be posted on the Settlement Website. At or following the Final Approval Hearing, the Court may enter a Final Judgment that approves the Settlement and, in accordance with the Settlement, adjudicates the rights of all Settlement Class Members.

24. The Court hereby sets the following schedule of events:

Event	Date
Notice Program Commences	May 21, 2026 (20 days following Preliminary Approval)
Notice Program Complete	July 28, 2026 (45 days before initial scheduled Final Approval Hearing)
Motion for Final Approval and Application for Attorneys' Fees, Costs and Service Awards	July 28, 2026 (45 before initial scheduled Final Approval Hearing)
Opt-Out Deadline	August 12 2026 (30 days before initial scheduled Final Approval Hearing)
Objection Deadline	August 12, 2026 (30 days before initial scheduled Final Approval Hearing)
Final Approval Hearing	September 11, 2026, at 1:30 p.m.

IT IS SO ORDERED:

May 1, 2026
Date



Hon. Jennifer M. Phillips
Circuit Judge, Division 12

Copies mailed/faxed/e-mailed this 1st day of May, 2026 to:

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Law Clerk / Judicial Administrative Assistant, Division 12