

**IN THE 29th JUDICIAL DISTRICT
DISTRICT COURT OF WYANDOTTE COUNTY, KANSAS**

JASON BUHL, on behalf of himself and all
others similarly situated,

Plaintiff,

v.

DAIRY FARMERS OF AMERICA, INC.,

Defendant.

Case No. WY-2026-CV-000143

**[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

This matter having come before the Court on Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement between Jason Buhl ("Plaintiff"), and on behalf the Settlement Class, and Dairy Farmers of America, Inc. ("Defendant") (collectively the "Parties"), as set forth in the Settlement Agreement between the Parties, and the Court having duly considered the papers and arguments of counsel, the Court hereby **GRANTS** this Motion and **ORDERS** as follows:

1. Unless otherwise defined herein, all terms that are capitalized herein shall have the same meaning ascribed to those terms in the Settlement Agreement.
2. The Court has jurisdiction over this Action, Plaintiff, Defendant, and Settlement Class Members, and any party to any agreement that is part of or related to the Settlement Agreement.

PRELIMINARY APPROVAL

3. The Court has reviewed the terms of the proposed Settlement Agreement, the exhibits and attachments thereto, Plaintiff's motion papers and briefs, and the declarations of counsel. Based on its review of these papers, the Court finds that the Settlement Agreement appears to be the result of serious, informed, non-collusive negotiations, through which the basic terms of the Settlement Agreement were negotiated and finalized. The terms of the Settlement Agreement do not improperly grant preferential treatment to any individual or segment of the Class and fall within the range of possible approval as fair, reasonable, and adequate.

4. The Court therefore GRANTS preliminary approval of the Settlement Agreement and all of the terms and conditions contained therein.

PRELIMINARY CLASS CERTIFICATION

5. Pursuant to Kan. Stat. Sec. 60-223, the Court preliminarily certifies, for settlement purposes only, the Class defined in the Settlement Agreement as follows:

all individuals residing in the United States whose Personal Information was compromised in the Data Incident, including all those individuals who received notice of the Data Incident.

Excluded from the Settlement Class are (1) the judges presiding over this Action, and members of their direct families; (2) Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which Defendant has a controlling interest; and (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

6. The Court preliminarily finds that the Settlement Class satisfies the requirements of Kan. Stat. Sec. 60-223(a) for settlement purposes only: the Settlement Class is comprised of thousands of individuals; there are questions of law or fact common to the Settlement Class;

Plaintiff's claims are typical of those of Settlement Class Members; and Plaintiff will fairly and adequately protect the interests of the Settlement Class.

7. The Court preliminarily finds that the Settlement Class satisfies the requirements of Kan. Stat. Sec. 60-223(b) for settlement purposes only: the questions of law or fact common to the Class predominate over individual questions; and class action litigation is superior to other available methods for the fair and efficient adjudication of this controversy.

8. The Court hereby appoints Plaintiff Jason Buhl as the Class Representative for the Settlement Class. The Court provisionally finds that Plaintiff is similarly situated to absent Settlement Class Members and therefore typical of the Settlement Class and that he will be an adequate class representative.

9. The Court finds Brittany Resch of Strauss Borrelli PLLC and Maureen M. Brady of McShane & Brady, LLC are experienced and adequate and appoints them as Class Counsel.

NOTICE AND ADMINISTRATION

10. Pursuant to the Settlement Agreement, the Parties have designated Simpluris as the Settlement Administrator. The Settlement Administrator shall perform all the duties of the Settlement Administrator set forth in the Settlement Agreement.

11. The Court finds that the proposed notice program set forth in the Settlement Agreement satisfies the requirements of due process and Kan. Stat. Sec. 60-223 and provides the best notice practicable under the circumstances. The notice program is reasonably calculated to apprise Settlement Class Members of the nature of this Action, the scope of the Settlement Class, the terms of the Settlement Agreement, the right of Settlement Class Members to object to the Settlement Agreement or exclude themselves from the Settlement Class and the processes for doing so, and the Final Approval Hearing. The Court therefore approves the notice program and

directs the Parties and the Settlement Administrator to proceed with providing notice to Settlement Class pursuant to the terms of the Settlement Agreement and this Order.

12. The Settlement Administrator shall commence the notice program within the time required by the Settlement Agreement.

13. The Court also approves the versions of the Claim Form, Postcard Notice, and Long Form Notice.

EXCLUSION AND OBJECTIONS

14. Settlement Class Members who wish to opt out and exclude themselves from the Class may do so by notifying the Settlement Administrator in writing, postmarked no later than sixty (60) days after the Notice Deadline. The Request for Exclusion (or “Opt Out”) must be in writing, include the name of the proceeding, the individual’s full name, current address, personal signature, and clearly manifest a person’s intent to be excluded from the Settlement Class.

15. All Settlement Class Members who do not opt out and exclude themselves shall be bound by the terms of the Settlement Agreement upon entry of the Final Approval Order.

16. Settlement Class Members who wish to object to the Settlement may do so by filing a written Objection with the Court and sending them to Class Counsel and Defendant’s Counsel by mail or hand-delivery by sixty (60) days after the Notice Deadline. The written objection must include: (i) the name of the proceeding; (ii) the Settlement Class Member’s full name, current mailing address, and telephone number; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (v) the identity of any attorneys representing the objector; (vi) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing;

(vii) a list of all other matters in which the objecting Settlement Class Member and/or his/her attorney has lodged an objection to a class action settlement; and (viii) the personal signature (or electronic equivalent) of the Settlement Class Member or the Settlement Class Member's attorney.

17. Any Settlement Class Member who does not timely submit a written objection in accordance with these procedures and the procedures detailed in the notice program and Settlement Agreement shall be deemed to have waived any objection, shall not be permitted to object to the Settlement, and shall be precluded from seeking any review of the Settlement Agreement or the Final Approval Order by appeal or other means.

FINAL APPROVAL HEARING

18. The Court will hold a Final Approval Hearing on Oct 24, 2024 at 10:00 Div 2 before the 29th Judicial District Court of Wyandotte County, Kansas. The hearing shall be conducted remotely, and the Court will provide instructions for remote participation in advance for any person who wishes to attend or be heard.

19. At the Final Approval Hearing, the Court will consider whether: (a) the Settlement is fair, reasonable, and adequate; (b) the Settlement Class should be finally certified; (c) the preliminary appointment of Settlement Class Counsel should be made final; (d) the preliminary appointment of Plaintiff as Settlement Class Representative should be made final; (e) Settlement Class Counsel's motion for a Fee Award and Costs should be granted; (f) the Service Award sought for Plaintiff should be granted; and (g) a final judgment should be entered.

20. The Court reserves the right to continue the date or change the location (from in person to remote) of the Final Approval Hearing without further notice to Settlement Class Members.

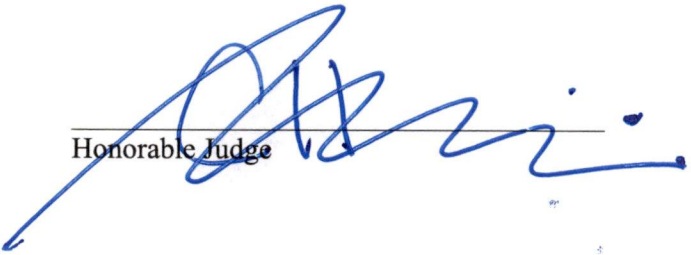
21. All proceedings and deadlines in this matter, except those necessary to implement this Order and the settlement, are hereby stayed and suspended until further order of the Court.

22. All Settlement Class Members who do not validly opt out and exclude themselves are hereby enjoined from pursuing or prosecuting any of the Released Claims as set forth in the Settlement Agreement until further order of the Court

23. In the event that the Settlement Agreement is terminated pursuant to the terms of the Settlement Agreement: (a) the Settlement Agreement and this Order shall be considered null and void, (b) all of the Parties' obligations under the Agreement shall cease to be of any force and effect, and (c) the Parties shall return to the status quo ante in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement claims and defenses will be preserved. Any Court orders preliminarily or finally approving certification of the Settlement Class and any other orders entered pursuant to the Agreement shall be deemed null and void and vacated.

IT IS SO ORDERED.

Dated: 6/15/2026

Honorable Judge 

SUMMARY OF DEADLINES

<u>Event</u>	<u>Deadline</u>
Defendant to send Settlement Class List to Settlement Administrator	10 days after Preliminary Approval Order
Notice Program Begins (Postcard Notice Sent and Website Notice Established)	30 days after Preliminary Approval Order
Deadline to file Plaintiff's Motion for Attorney Fees, Costs, and Service Awards	At least fifteen (15) days before the Objection and Opt-Out Deadlines
Opt-Out Deadline	60 days after the Notice Deadline
Objection Deadline	60 days after the Notice Deadline
Claim Deadline	90 days after the Notice Deadline
Deadline to file Plaintiff's Motion for Final Approval	No later than 14 days before the Final Approval Hearing
Final Approval Hearing	[INSERT] [no less than 120 days after entry of Preliminary Approval Order]