

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement” or “Agreement”) is entered into by and between Jason Buhl (“Plaintiff”), individually and on behalf of Settlement Class Members (defined below), and Dairy Farmers of America, Inc. (“Defendant”) in the action *Jason Buhl v. Dairy Farmers of America, Inc.*, WY-2026-CV-000143, filed in the 29th Judicial District Court of Wyandotte County, Kansas (the “Action”). Plaintiff and Defendant together are referred to herein as the “Parties,” with either individually referred to as a “Party.”

RECITALS

WHEREAS, Plaintiff, a former employee of Defendant, initiated this litigation by filing a Class Action Complaint styled *Jason Buhl v. Dairy Farmers of America, Inc.*, No. 2:25-cv-02614, in the United States District Court for the District of Kansas on October 24, 2025, alleging that his personal information was compromised in a Data Incident affecting Defendant, which occurred on or around June 11, 2025;

WHEREAS, on December 19, 2025, the Parties filed a motion requesting a stay of proceedings due to an upcoming mediation, and the District Court granted the motion on December 30, 2025;

WHEREAS, on February 16, 2026, the Parties attended a mediation with Judge David E. Jones (Ret.) of Resolute Systems serving as mediator, and at the end of a full-day mediation, the Parties reached a settlement in principle;

WHEREAS, the Parties proceeded to negotiate and draft this full Settlement Agreement and exhibits and obtain bids for and retain a class action settlement administrator to conduct notice and claims administration;

WHEREAS, Plaintiff proceeded to dismiss the action in the United States District Court for the District of Kansas without prejudice and on February 20, 2026, commenced the Action by filing a Complaint against Defendant in the 29th Judicial District Court of Wyandotte County, Kansas, asserting claims for negligence, negligence per se, breach of implied contract, invasion of privacy, unjust enrichment, and declaratory judgment;

WHEREAS, Defendant denies Plaintiff’s allegations and all liability with respect to any and all facts and claims alleged in the Action, that the Class Representative and the class that he purports to represent have suffered any damage(s), and/or that the Action satisfies the requirements to be tried as a class action under Kansas Statute Annotated 60-223 or Federal Rule of Civil Procedure 23; and

WHEREAS, following extensive arm’s length settlement negotiations, a mediation session, and the exchange of informal discovery, the Parties reached an agreement on the essential terms of settlement.

NOW, THEREFORE, in exchange for the mutual promises and valuable consideration provided for in this Agreement, the Parties agree to a full, complete, and final settlement and resolution of the Action, subject to Court approval, on the following terms and conditions:

I. DEFINITIONS

In addition to terms defined at various points within this Agreement, the following defined terms shall have the meanings set forth below:

1. “**Action**” means the class action lawsuit captioned *Jason Buhl v. Dairy Farmers of America, Inc.*, WY-2026-CV-000143, filed in the 29th Judicial District Court of Wyandotte County, Kansas.
2. “**Aggregate Cap**” means the maximum total amount of Four Hundred and Seventy-Five Thousand Dollars and Zero Cents (\$475,000.00) that Defendant and the Released Parties (defined below) will be required to pay for the Cash Benefits under this Settlement Agreement, excluding the cost of Credit Monitoring Services (defined below).
3. “**Alternative Cash Payment**” means a cash payment of \$55.00 that a Settlement Class Member may claim. The Alternative Cash Payment is available only as an alternative to and in lieu of submitting a claim for Out-of-Pocket Losses but may be claimed in addition to Credit Monitoring Services.
4. “**Approved Claim**” means the timely submission of a Claim Form by a Settlement Class Member that has been approved by the Settlement Administrator.
5. “**Cash Benefits**” means Out-of-Pocket Losses, or, in the alternative, an Alternative Cash Payment, subject to an aggregate cap of Four Hundred Seventy-Five Thousand Dollars (\$475,000.00). This excludes Credit Monitoring Services.
6. “**Claim Form**” means the form that will be available for Settlement Class Members to submit a Settlement Claim (defined below) to the Settlement Administrator (defined below) and that is substantially in the form of **Exhibit C**. Settlement Class Members must submit a Claim Form, subject to the provisions of this Settlement Agreement to obtain benefits under this Settlement Agreement.
7. “**Claims Deadline**” means the last day for a Settlement Class Member to submit a timely Claim Form, which will occur ninety (90) days after the Notice Deadline.
8. “**Claims Period**” means the period of time during which Settlement Class Members may submit Claim Forms to receive settlement benefits, which will end ninety (90) days after the Notice Deadline.
9. “**Class Counsel**” means Brittany Resch of Strauss Borrelli PLLC and Maureen M. Brady of McShane & Brady, LLC.
10. “**Class Representative**” means the Plaintiff in this Action, Jason Buhl.

11. **“Court”** means the 29th Judicial District Court of Wyandotte County, Kansas.
12. **“Credit Monitoring Services”** means two (2) years of credit monitoring by a provider as jointly agreed to by the Settling Parties. These services include three-bureau credit monitoring; dark web monitoring; real-time inquiry alerts; and \$1 million in identity theft insurance, among other features.
13. **“Data Incident”** means the data security incident affecting Defendant, which occurred on or around June 11, 2025.
14. **“Defendant’s Counsel”** means Greenberg Traurig, LLP.
15. **“Effective Date”** means one (1) business day after all of the following conditions have occurred: (i) the Court enters the Preliminary Approval Order; (ii) the Court has entered a Final Approval Order finally approving this Settlement Agreement and entered judgment; and (iii) either (a) the date upon which the time expires for filing or noticing any reconsideration or appeal of the Final Approval Order; or (b) if there is an appeal or appeals or reconsideration sought, the date on which the Final Approval Order is affirmed without any material modification and is no longer subject to judicial review; and (iv) the date of final dismissal of any appeal or reconsideration or the final dismissal of any proceeding on certiorari with respect to the Final Approval Order, and the Final Approval Order is no longer subject to judicial review. Notwithstanding the above, any order modifying or reversing any award of attorneys’ fees, costs, and expenses or Service Award to the Class Representative shall not affect the “Effective Date” or any other aspect of the Final Approval Order.
16. **“Fee Award and Costs”** means the amount of attorneys’ fees and reimbursement of Litigation Costs and Expenses awarded by the Court to Class Counsel.
17. **“Final Approval Hearing”** means the hearing to be conducted by the Court to determine whether the Settlement should be given final approval and whether to enter a judgment approving the Settlement Agreement, approving the Fee Award and Costs, and approving a Service Award to the Class Representative.
18. **“Final Approval Order”** means an order and judgment that the Court enters after the Final Approval Hearing, which finally approves the Settlement Agreement, certifies the Settlement Class, dismisses the Action with prejudice and requests that judgment be entered, otherwise satisfies the settlement-related provisions of Kansas Statute Annotated 60-223, and is consistent with all material provisions of this Agreement. Notwithstanding the foregoing, any order modifying or reversing any Fee Award and Costs, or Service Award to the Class Representative made in this case shall not affect whether the Final Approval Order and the entered judgment are “Final” as defined herein or any other aspect of the Final Approval Order.
19. **“Litigation Costs and Expenses”** means costs and expenses incurred by counsel for Plaintiff in connection with commencing, prosecuting, and settling the Action.
20. **“Notice”** means notice of the proposed class action Settlement to be provided to Settlement Class Members, substantially in the form attached hereto as **Exhibit A** (“Short Form Notice”) and **Exhibit B** (“Long Form Notice”), and including the Settlement Website.

21. **“Notice Deadline”** means the last day by which Notice must begin to issue to the Settlement Class Members, and which will occur thirty (30) days after entry of the Preliminary Approval Order.

22. **“Notice and Administrative Expenses”** means all of the expenses incurred or charged by the Settlement Administrator in the administration of this Settlement, including, without limitation, all expenses or costs associated with providing Notice to the Settlement Class, locating Settlement Class Members, performing National Change of Address search(es) and/or skip tracing, processing claims, determining the eligibility of any person to be a Settlement Class Member, and administering, calculating and distributing the Settlement benefits to Settlement Class Members. Administrative Expenses also include all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

23. **“Objection Deadline”** is the last day on which a Settlement Class Member may file an objection to the Settlement, which will be sixty (60) days after the Notice Deadline.

24. **“Opt-Out Deadline”** is the last day on which a Settlement Class member may file a request to be excluded from the Settlement Class, which will be sixty (60) days after the Notice Deadline.

25. **“Out-of-Pocket Losses”** means documented expenses or documented monetary losses that a Settlement Class Member actually and reasonably incurred, are fairly traceable to the Data Incident, and have not been reimbursed by a third party. Eligible Out-of-Pocket Losses are subject to the per-claimant limit of \$4,500.00. Settlement Class Members must submit documentary proof supporting their claims and attest under penalty of perjury that they reasonably believe that the expense or loss was incurred as a result of the Data Incident and that they were not previously reimbursed. This documentary proof shall include receipts or other documentation not “self-prepared” by the claimant that documents the costs or losses incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but may be considered to add clarity or support to other submitted documentation. Examples of compensable Out-of-Pocket Losses include, without limitation:

a. *Documented unreimbursed expenses* incurred as a result of the Data Incident, such as fees for credit reports, credit monitoring, or identity theft protection; professional fees (including attorneys, accountants, or credit repair services); costs to freeze or unfreeze credit reports; and incidental expenses such as notary, fax, postage, copying, mileage, or telephone charges.

b. *Documented monetary losses* resulting from fraud, identity theft, or misuse occurring after June 11, 2025, and before the end of the Claims Period, that were more likely than not caused by the Data Incident, and for which the Settlement Class Member made reasonable efforts to mitigate or obtain reimbursement, including use of any available credit monitoring or identity theft insurance.

26. **“Participating Settlement Class Member”** means a Settlement Class Member who does not submit a valid Request for Exclusion prior to the Opt-Out Deadline.

27. **“Personal Information”** means information that identifies an individual or that in

combination with other information can be used to identify, locate, or contact an individual. The term “Personal Information” is not intended here, nor should it be viewed as, having any bearing on the meaning of this term or similar term in any statute or other source of law beyond this Agreement, or how the Parties may use the term in other circumstances.

28. **“Preliminary Approval Order”** means an order directing issuance of Notice to Settlement Class Members, determining that the Court will likely be able to approve the Settlement under Kansas Statute Annotated 60-223, and determining that the Court will likely be able to certify the Settlement Class for purposes of settlement and judgment. Such order will include the forms and procedure for providing notice to the Settlement Class, including notice of the procedure for Settlement Class Members to object to or opt-out of the Settlement, and set a date for the Final Approval Hearing, substantially in the form annexed hereto as **Exhibit D**.

29. **“Released Claims”** means any and all claims, liabilities, rights, demands, suits, actions, causes of action, obligations, damages, penalties, costs, attorneys’ fees, losses, and remedies of every kind or description—whether known or unknown (including Unknown Claims (defined below)), existing or potential, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that arise out of or relate to the Data Incident, the operative facts alleged in the Action, including the complaint and any amendment thereto, Defendant’s information security policies and practices, or Defendant’s maintenance or storage of Personal Information, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law.

30. **“Released Parties”** means Defendant and each and every one of its respective predecessors, successors, assigns, parents, subsidiaries, divisions, departments, owners, and related or affiliated entities of any nature whatsoever, whether direct or indirect, as well as any and all of Defendant’s and these entities’ respective predecessors, successors, officers, directors, current and former employees (and their dependents), advisors, vendors, stockholders, members, partners, agents, attorneys, representatives, insurers, reinsurers, subrogees and assigns. Each of the Released Parties may be referred to individually as a “Released Party.”

31. **“Releasing Parties”** and a **“Releasing Party”** means the Class Representative and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, predecessors, successors, attorneys, assigns, and any other person purporting to assert a claim on their behalf.

32. **“Request for Exclusion”** means a writing by or on behalf of a Settlement Class Member in which he or she requests to be excluded from the Settlement Class in the form and manner provided for in the Notice and as described below.

33. **“Service Award”** means compensation awarded by the Court and paid to the Class Representative in recognition of his role in this litigation.

34. **“Settlement”** means the settlement of the Action by and between the Parties, and the terms thereof as stated in this Settlement Agreement.

35. **“Settlement Administrator”** means Simpluris, a notice and settlement administrator with recognized expertise in class action notice and claims generally and data

security litigation specifically, or such other administrator as jointly agreed upon by the Settling Parties and approved by the Court.

36. “**Settlement Class**” means 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. Defendant represents that the Settlement Class consists of approximately 4,546 individuals. 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.

37. “**Settlement Class List**” means the list generated by Defendant containing the full names and current or last known home addresses for Settlement Class Members, which Defendant shall provide to the Settlement Administrator within 10 days of the Preliminary Approval Order.

38. “**Settlement Class Member**” means an individual who falls within the definition of the Settlement Class.

39. “**Settlement Payment**” or “**Settlement Check**” mean the payment to be made via mailed check or via electronic means (agreed to by the Parties) to a Participating Settlement Class Member pursuant to the claims process set forth below.

40. “**Settlement Website**” means the website that the Settlement Administrator will establish as soon as practicable following entry of the Preliminary Approval Order, but prior to the mailing of the Notice, as a means for Settlement Class Members to obtain notice of and information about the Settlement and relevant case documents and deadlines. The Settlement Website shall contain relevant documents, including, but not limited to, the Notice, the Claim Form, this Agreement, Plaintiff’s motion for preliminary approval of the Settlement, the Preliminary Approval Order, Plaintiff’s motion for a Fee Award and Costs and/or Service Award, and the operative complaint in the Action. The Settlement Website shall also include a toll-free telephone number, e-mail address, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. The Settlement Website shall not include any advertising and shall remain operational until at least thirty (30) days after all Settlement Payments have been distributed.

II. SETTLEMENT BENEFITS AND REIMBURSEMENT

41. **Credit Monitoring Services.** All Settlement Class Members shall be offered an opportunity to enroll in Credit Monitoring Services. Enrollment in Credit Monitoring Services is available to all Settlement Class Members, regardless of whether or which Cash Benefit they elect under this Agreement.

42. **Cash Benefits.** Defendant will pay Approved Claims for Out-of-Pocket Losses, or, in the alternative, an Alternative Cash Payment, as described below, up to an aggregate cap of Four Hundred Seventy-Five Thousand Dollars (\$475,000.00), excluding Credit Monitoring Services. If total Approved Claims under this Paragraph exceed \$475,000.00, such Claims shall be reduced on a *pro rata* basis to stay within the cap. Settlement Class

Members may elect to receive Credit Monitoring Services regardless of which monetary benefit they choose between: (1) submitting a claim for Out-of-Pocket Losses, or (2) electing the Alternative Cash Payment described below.

- a. **Claims for Out-of-Pocket Losses.** Settlement Class Members may submit a claim for reimbursement of Out-of-Pocket Losses of up to \$4,500.00 per claimant. Claims for Out-of-Pocket Losses must be supported by reasonable third-party documentation and Settlement Class Members must attest under penalty of perjury that they reasonably believe that the Out-of-Pocket Losses were incurred as a result of the Data Incident and that they were not previously reimbursed. Submitting a claim for Out-of-Pocket Losses does not preclude enrollment in Credit Monitoring Services.
 - b. **Alternative Cash Payment.** Settlement Class Members may elect to receive a single payment of Fifty Dollars (\$55.00) in lieu of submitting a claim for Out-of-Pocket Losses. For the avoidance of doubt, Class Members who elect the Alternative Cash Payment may not submit any other claim for monetary reimbursement under this Agreement, including claims for Out-of-Pocket Losses, but may still elect to receive Credit Monitoring Services. To receive the Alternative Cash Payment, a Class Member must check the appropriate box on the Claim Form. No supporting documentation is required.
43. **Business Practice Commitments.** Defendant will provide a confidential declaration to Settlement Class Counsel describing the extent of the monetary commitment to data security enhancements since the Data Incident. Defendant will pay the cost of such enhancements separate and apart from all other settlement benefits.

III. CLAIMS PROCESS AND PAYMENTS TO PARTICIPATING SETTLEMENT CLASS MEMBERS

44. **Submission of Electronic and Hard Copy Claims.** Settlement Class Members may submit Claim Forms to the Settlement Administrator electronically via the Settlement Website or physically by mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked on or before the end of the Claims Period. The Settlement Administrator will maintain records of all Claim Forms submitted until the later of: (a) one hundred and eighty (180) days after the Effective Date; or (b) the date all Claim Forms have been fully processed in accordance with the terms of this Agreement. Information submitted by Settlement Class Members in connection with Claim Forms shall be deemed confidential and protected as such by the Settlement Administrator, Class Counsel, and Defendant's Counsel.

45. **Claims Review Process.** The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent a claim for Credit Monitoring Services, Out-of-Pocket Losses, and/or an Alternative Cash Payment is valid.

- a. The Settlement Administrator will verify that each person who submits a Claim Form is a member of the Settlement Class.

- b. The Settlement Administrator will determine that each Claim Form submitted by a Settlement Class Member was submitted during the Claims Period and is timely.
- c. In determining the validity of claims for Out-of-Pocket Losses, the Settlement Administrator will determine (i) whether the Settlement Class Member submitted the required documentation and (ii) whether the claimed loss was previously reimbursed by a third party;
- d. In determining whether claimed Out-of-Pocket Losses are more likely than not caused by the Data Incident, the Settlement Administrator will consider: (i) the timing of the alleged loss and whether it occurred on or after June 11, 2025; (ii) whether the alleged loss involved the types of information for that specific Settlement Class Member that may have been affected in the Data Incident; (iii) the explanation of the Settlement Class Member as to why the alleged loss was caused by the Data Incident; and (iv) any other factors the Settlement Administrator reasonably deems relevant.
- e. The Settlement Administrator is authorized to contact any Settlement Class Member (by email, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.
- f. No decision of the Settlement Administrator shall be deemed to constitute a finding, admission, or waiver by Defendant as to any matter of fact, law, or evidence having any collateral effect on any proceedings in any forum or before any authority.
- g. To the extent the Settlement Administrator determines that a timely claim for Credit Monitoring Services or Out-of-Pocket Losses by a Settlement Class Member is deficient in whole or in part, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies and provide the Settlement Class member twenty-one (21) days to cure the deficiencies. If the Settlement Administrator subsequently determines that the Settlement Class Member has not cured the deficiencies, the Settlement Administrator will notify the Settlement Class Member within ten (10) days of that determination. The Settlement Administrator may consult with the Parties in making these determinations.
- h. If a Settlement Class Member receives notice that the Settlement Administrator has determined that the deficiencies it identified have not been cured, the Settlement Class Member may request an appeal in writing, including any supporting documents. The appeal must be submitted within twenty-one (21) days of the Settlement Administrator sending the notice. In the event of an appeal, the Settlement Administrator shall provide the Parties with all relevant documentation regarding the appeal. The Parties will confer regarding the appeal. If they agree on a disposition of the appeal, that disposition will be final and non-appealable. If they cannot agree on disposition of the appeal, the dispute will be submitted to the Settlement Administrator for final, non-appealable disposition. In reaching disposition, the Settlement Administrator is authorized to communicate with counsel for the Parties separately or collectively.

46. Payment.

- a. After the Effective Date, and after final determinations have been made with respect to all claims submitted during the Claims Period pursuant to the Claims Review Process, the Settlement Administrator shall provide the Parties an accounting of the total amount of all Approved Claims for Credit Monitoring Services, Out-of-Pocket Losses, and/or an Alternative Cash Payment, and also provide only to Defendant a list of all Settlement Class Members whose claims were approved and in what amount, funding instructions and a properly completed and duly executed IRS Form W-9, along with any other necessary forms. Within forty-five (45) days of receiving this accounting, Defendant or its representative shall transmit the funds needed to pay Approved Claims for Credit Monitoring Services, Out-of-Pocket Losses, and/or an Alternative Cash Payment in accordance with the terms of this Agreement.
- b. Payments issued by the Settlement Administrator for Approved Claims for Out-of-Pocket Losses and/or an Alternative Cash Payment shall be issued in the form of a check, or via electronic means (through means agreed to by the Parties) and sent as soon as practicable after the Settlement Administrator receives the funds.
- c. All Settlement Class Members who fail to submit a valid Claim Form for any benefits under this Agreement within the time frames set forth herein, or such other period as may be ordered by the Court, shall be forever barred from receiving any payments or benefits pursuant to the Settlement, but will in all other respects be subject to and bound by the provisions of this Agreement, including but not limited to the releases contained herein, and the Final Approval Order.

47. Timing. Settlement Payments shall bear the legend that they expire if not negotiated within ninety (90) days of their issue date.

48. Returned Checks. For any Settlement Check returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall make reasonable efforts to locate a valid address and resend the Settlement Payment within thirty (30) days after the check is returned to the Settlement Administrator as undeliverable. In attempting to locate a valid address, the Settlement Administrator is authorized to send an email and/or place a telephone call to that Participating Settlement Class Member to obtain updated address information. Any replacement Settlement Checks issued to Participating Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Participating Settlement Class Members within that time.

49. Voided Checks. In the event a Settlement Payment in the form of a check becomes void, the Participating Settlement Class Member to whom that Settlement Check was made payable will forfeit the right to payment and will not be entitled to payment under the Settlement, and the Agreement will in all other respects be fully enforceable against the Participating Settlement Class Member. No later than one hundred and twenty (120) days after the issuance of the last Settlement Check, the Settlement Administrator shall take all steps necessary to stop payment on any Settlement Checks that remain uncashed.

IV. SETTLEMENT CLASS NOTICE

50. **Timing of Notice.** Within ten (10) days after the date of the Preliminary Approval Order, Defendant shall provide the Settlement Class List to the Settlement Administrator. Within thirty (30) days after the date of the Preliminary Approval Order, the Settlement Administrator shall disseminate the Short Form Notice to the members of the Settlement Class. The Settlement Administrator shall make the Long Form Notice and Claim Form available to Settlement Class Members on the Settlement Website.

51. **Form of Notice.** Notice shall be disseminated via postcard through First Class U.S. mail to Settlement Class Members on the Settlement Class List. Notice shall also be provided on the Settlement Website. The Notice mailed to Settlement Class Members will consist of a Short Form Notice in a form substantially similar to that attached hereto as **Exhibit A**. Before Notices are mailed or emailed, Class Counsel and Defendant's Counsel shall first be provided with a proof copy (reflecting what the items will look like in their final form) and shall have the right to inspect the same for compliance with the Settlement Agreement and any orders of the Court. For Notices returned as undeliverable, the Settlement Administrator shall use reasonable efforts (*e.g.*, skip trace) to identify an updated mailing address and resend the postcard notice if an updated mailing address is identified. In addition, the Long Form Notice and Claim Form approved by the Court may be adjusted by the Settlement Administrator in consultation and agreement with the Parties, as may be reasonable and necessary and not inconsistent with such Court approval.

52. **Settlement Website.** The Settlement Administrator will establish the Settlement Website as soon as practicable following entry of the Preliminary Approval Order, but prior to dissemination of the Notice. The URL of the Settlement Website shall be agreed upon by Class Counsel and Defendant. The Settlement Website shall contain relevant documents germane to this Action, including, but not limited to, the Long Form Notice, the Claim Form, this Agreement, Plaintiff's motion for preliminary approval of the Settlement, the Preliminary Approval Order, Plaintiff's motion for a Fee Award and Costs and Service Award, and the operative complaint in the Action. The Settlement Website shall also include a toll-free telephone number, e-mail address, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. Class Members shall be able to submit claims online via the Settlement Website or mailed to the Settlement Administrator. The Settlement Website shall contain the deadlines for filing a claim, objection, or opt-out requests, and the date of the Final Approval Hearing. The Settlement Website shall not include any advertising and shall remain operational until at least thirty (30) days after all Settlement Payments have been distributed.

53. **Cost of Notice and Administrative Expenses.** Defendant will pay for the Notice and Administrative Expenses, which will be paid separately from costs associated with providing the Settlement benefits.

V. OPT-OUTS AND OBJECTIONS

54. **Opt-Outs.** The Notice shall explain the procedure for Settlement Class Members to exclude themselves or "opt-out" of the Settlement by submitting a Request for Exclusion to the Settlement Administrator postmarked no later than sixty (60) days after the Notice Deadline. The Request for Exclusion must include the name of the proceeding, the individual's full name, current

address, personal signature, and the words “Request for Exclusion” or a comparable unequivocal statement that the individual does not wish to participate in the Settlement Class at the top of the communication. The Notice must state that any Settlement Class Member who does not file a timely Request for Exclusion in accordance with this Paragraph will lose the opportunity to exclude himself or herself from the Settlement Class and will be bound by the Settlement.

55. **Objections.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement or Class Counsel’s request for attorney’s Fee Award and Costs and Services Awards by filing written objections with the Court, and sending them to Class Counsel and Defendant’s Counsel by mail or hand-delivery at the addresses set forth in the Long Form Notice, no later than the Objection Deadline, which shall be no later than 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. The Notice must set forth the time and place of the Final Approval Hearing (subject to change) and state that any Settlement Class Member who does not file a timely and adequate objection in accordance with this Paragraph waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement.

56. Within seven (7) days after the deadline to opt-out as set forth in this section and as approved by the Court, the Settlement Administrator shall furnish to counsel for the parties a complete list of all timely and valid request for exclusions.

VI. DUTIES OF THE SETTLEMENT ADMINISTRATOR

57. **Duties of Settlement Administrator.** The Settlement Administrator shall perform the functions and duties necessary to effectuate the Settlement and as specified in this Agreement, including, but not limited to, the following:

- a. Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;
- b. Causing Notice to be effectuated in accordance with the terms of this Settlement Agreement and orders of the Court;
- c. Performing National Change of Address searches on the Settlement Class List and/or skip tracing on undeliverable notices;
- d. Providing Notice to Settlement Class Members via U.S. mail;
- e. Establishing and maintaining the Settlement Website;

- f. Establishing and maintaining a toll-free telephone line with interactive voice response for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call or otherwise communicate such inquiries in a timely fashion;
- g. Responding to any mailed or emailed Settlement Class Member inquiries in a timely fashion;
- h. Reviewing, determining the validity of, and processing all claims submitted consistent with the terms of this Agreement;
- i. Receiving and reviewing Requests for Exclusion and objections from Settlement Class Members. If the Settlement Administrator receives any Requests for Exclusion, objections, or other requests from Settlement Class Members after the deadlines set forth herein, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendant's Counsel;
- j. After the Effective Date, working with the provider of Credit Monitoring Services to receive and send activation codes to Settlement Class Members who submitted valid claims for Credit Monitoring Services;
- k. After the Effective Date, processing and transmitting Settlement Payments to Settlement Class Members;
- l. Providing weekly or other periodic reports to Class Counsel and Defendant's Counsel that include information regarding claims, objections, Requests for Exclusion and other data agreed to between Class Counsel, Defendant's Counsel and the Settlement Administrator;
- m. In advance of the Final Approval Hearing, preparing an affidavit to submit to the Court that: (i) attests to implementation of Notice in accordance with the Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly submitted a Request for Exclusion; and
- n. Performing any function related to settlement administration as provided for in this Agreement or agreed-upon among Class Counsel, Defendant's Counsel, and the Settlement Administrator.

VII. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

58. **Certification of the Settlement Class.** For purposes of this Settlement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon the Court entering the Final Approval Order and judgment of this Settlement and the occurrence of the Effective Date. Should: (1) the Settlement not receive final approval from the Court, or (2) the Effective Date not occur, the certification of the Settlement Class shall be void. Defendant reserves the right to contest class certification for all other purposes. The Parties further stipulate to designating the Class Representative as the representative for the Settlement Class.

59. **Preliminary Approval.** Following execution of this Agreement, Class Counsel shall file a motion for preliminary approval of this Settlement with the Court. Class Counsel shall provide Defendant's counsel with a draft of the motion for preliminary approval within a reasonable time frame prior to filing same to ensure that there are no requested revisions from Defendant and to confirm they do not oppose the relief sought in the motion.

60. **Final Approval.** Class Counsel shall move the Court for a Final Approval Order of this Settlement, substantially in the form set forth in **Exhibit E**, to be issued following the Final Approval Hearing, within a reasonable time after the Notice Deadline, Objection Deadline, and Opt-Out Deadline. In connection with the motion for preliminary approval, counsel for the parties shall request that the Court set a date for the Final Approval Hearing that is no earlier than 120 days after entry of the Preliminary Approval Order. Class Counsel shall provide Defendant's counsel with a draft of the motion for final approval within a reasonable time frame prior to filing same to ensure that there are no requested revisions from Defendant.

61. **Jurisdiction.** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

VIII. MODIFICATION AND TERMINATION

62. **Modification.** The terms and provisions of this Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that, after entry of the Preliminary Approval Order, the Parties may, by written agreement, effect such amendments, modifications, or expansions of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members under this Agreement.

63. **Termination.** Class Counsel (on behalf of the Settlement Class Members) and Defendant shall have the right to terminate this Agreement by providing written notice of their or its election to do so ("Termination Notice") within fourteen (14) days of: (1) the Court's denial of preliminary approval of this Settlement Agreement (or grant of preliminary approval through an order that is different in any material respect from Exhibit D hereto); or (2) the Court's denial of final approval of this Settlement Agreement (or refusal to enter the Final Approval Order or judgment in any material respect); or (3) the date the Final Approval Order or judgment is modified or reversed in any material respect by any appellate or other court.

64. **Effect of Termination.** In the event of a termination as provided in Paragraph 63,

this Agreement shall be considered null and void; all of the Parties' obligations under the Agreement shall cease to be of any force and effect and 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. Finally, in such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties and shall not be used in this Action or in any other action or proceeding for any other purpose, nor shall any draft of this Agreement nor any part of the Parties' settlement discussions, negotiations, or documentation, nor any rulings regarding class certification for settlement purposes have any effect or be admissible into evidence for any purpose in the Action or any other proceeding, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

IX. RELEASES

65. **The Release.** Upon the Effective Date, and in consideration of the Settlement benefits described herein, each Releasing Party shall be deemed to have released, acquitted, and forever discharged Defendant and each of the Released Parties from any and all Released Claims. Plaintiff, Participating Settlement Class Members, and any Releasing Parties covenant and agree that they will not take any step whatsoever to assert, sue on, continue, pursue, maintain, prosecute, or enforce any Released Claim, directly or indirectly, whether on behalf of themselves or others, against any of the Released Parties in any jurisdiction.

66. **Unknown Claims.** The Released Claims include the release of Unknown Claims. "Unknown Claims" means claims that could have been raised in the Action and that Plaintiff, any member of the Settlement Class or any Releasing Party, do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties or the Released Claims or might affect his, her or its decision to agree, object or not to object to the Settlement. With respect to the Released Claims, Plaintiff, Settlement Class Members, and any Releasing Parties, expressly understand and acknowledge it is possible that unknown economic losses or claims exist or that present losses may have been underestimated in amount or severity. Plaintiff, Settlement Class Members, and any Releasing Parties explicitly took that into account in entering into this Agreement, and a portion of the consideration and the mutual covenants contained herein, having been bargained for between Plaintiff and Defendant with the knowledge of the possibility of such Unknown Claims for economic loss, were given in exchange for a full accord, satisfaction, and discharge of all such claims. Upon the Effective Date, Plaintiff, the Settlement Class, and any Releasing Party shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Upon the Effective Date, each of the Releasing Parties shall be deemed to have, and shall have, waived any and all provisions, rights and benefits conferred by any law of any state, the

District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. Class Representative, the Settlement Class, and any Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Release, but that it is their intention to finally and forever settle and release the Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this Paragraph. Each of those individuals expressly agrees that, as of the Effective Date, he or she shall have automatically and irrevocably waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, contingent or non-contingent claims with respect to all of the matters described in or subsumed by this Agreement. Further, each of those individuals agrees and acknowledges that he or she shall be bound by this Agreement, including by the release herein and that all of their claims shall be dismissed with prejudice and released, whether or not such claims are concealed or hidden; without regard to subsequent discovery of different or additional facts and subsequent changes in the law; and even if he or she never receives actual notice of the Settlement and/or never receives a payment from the Settlement.

67. **Bar to Future Suits.** Upon entry of the Final Approval Order and Judgment, the Class Representative, other Settlement Class Members, and Class Counsel and any other attorneys for Plaintiff in the Action shall be enjoined from prosecuting any claim released in the preceding paragraphs in any proceeding against Defendant or any of the Released Parties or based on any actions taken by Defendant or any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this section.

X. SERVICE AWARD

68. **Service Award.** At least fifteen (15) days before the Opt-Out and Objection Deadlines, Class Counsel will file a motion seeking a service award payment not to exceed Two Thousand and Five Hundred Dollars and Zero Cents (\$2,500.00) for the Class Representative in recognition of his contributions to this Action, paid separate and apart from the Settlement benefits to the Class, and subject to Court approval. Defendant shall pay the Court-approved Service Award to an account established by or on behalf of Class Counsel within thirty (30) days after the Effective Date and Class Counsel's provision of its properly completed and duly executed IRS Form W-9, whichever is later. Class Counsel will then distribute the Service Award.

69. **No Effect on Agreement.** In the event the Court declines to approve, in whole or in part, the payment of the Service Award in the amount requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the Service Award shall constitute grounds for termination of this Agreement.

XI. ATTORNEYS' FEE AWARD AND COSTS

70. **Attorneys' Fee Award and Costs.** At least fifteen (15) days before the Opt-Out and Objection Deadlines, Class Counsel will file a motion for an award of attorneys' fees and costs

not to exceed One Hundred and Fifty-Eight Thousand Dollars and Thirty-Three Cents (\$158,333.33), paid separate and apart from the Settlement benefits to the Class, and subject to Court approval. In no event shall Defendant be liable to pay more than \$158,333.33 for Fee Award and Costs. Defendant shall pay the Court-approved Fee Award and Costs to an account established by or on behalf of Class Counsel within thirty (30) days after the Effective Date and Class Counsel's provision of its properly completed and duly executed IRS Form W-9, whichever is later. Class Counsel shall ensure that a duly executed IRS Form W-9 and payment instructions are provided through secure processes.

71. **Allocation.** To the extent applicable, and unless otherwise ordered by the Court, Class Counsel shall have the sole and absolute discretion to allocate any approved Fee Award and Costs amongst Plaintiff's counsel and any other attorneys for Plaintiff. Defendant shall have no liability or other responsibility for allocation of any such attorneys' fees and costs.

72. **No Effect on Agreement.** In the event the Court declines to approve, in whole or in part, the payment of attorneys' fees and costs in the amount requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the Fee Award and Costs shall constitute grounds for termination of this Agreement.

XII. NO ADMISSION OF LIABILITY

73. **No Admission of Liability.** The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. Neither this Agreement nor any action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any allegations, claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

74. **No Use of Agreement.** This Settlement Agreement is for settlement purposes only. Neither the Settlement Agreement, nor any act performed or document produced or executed pursuant to or in furtherance of the Settlement: (i) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Plaintiff; or (ii) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission by Defendant in the Action or in any proceeding in any court, administrative agency or other tribunal. Nothing contained herein is or shall be construed or admissible as an admission by Defendant that Plaintiff's claims or any similar claims are suitable for class treatment other than pursuant to this Settlement Agreement.

75. **No Claims Based on Administration of Settlement.** No person shall have any claim against Plaintiff, Class Counsel, Defendant, Defendant's Counsel, the Settlement Administrator or the Released Parties or their agents based on administration of the Settlement substantially in accordance with the terms of the Settlement Agreement or any order of the Court or any appellate court.

XIII. MISCELLANEOUS

76. **Integration of Exhibits.** The exhibits to this Agreement and any exhibits thereto

are a material part of the Settlement and are incorporated and made a part of the Agreement.

77. **Entire Agreement.** This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties with regard to the subject matter hereof and shall supersede any previous agreements, representations, communications and understandings among the Parties. This Agreement may not be changed, modified, or amended except in writing signed by all Parties, subject to Court approval. The Parties contemplate that, subject to Court approval or without such approval where legally permissible, the exhibits to this Agreement may be modified by subsequent Agreement of counsel for the Parties prior to dissemination of the Settlement Class Notice to the Settlement Class.

78. **Deadlines.** If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next business day. All reference to “days” in this agreement shall refer to calendar days unless otherwise specified.

79. **Singular and Plurals.** As used in this Agreement, all references to the plural shall also mean the singular and to the singular shall also mean the plural whenever the context so indicates.

80. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

81. **Construction.** For the purpose of construing or interpreting this Agreement, the Parties agree that this Agreement is to be deemed to have been drafted equally by all Parties hereto and shall not be construed strictly for or against any Party.

82. **Cooperation of Parties.** The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, to seek Court approval, defend Court approval, and to do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

83. **Obligation to Meet and Confer.** Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have consulted in good faith.

84. **No Conflict Intended.** Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

85. **Governing Law.** The Agreement shall be construed in accordance with, and be governed by, the laws of the State of Kansas, without regard to the principles thereof regarding choice of law.

86. **Stay of Proceedings.** The Parties stipulate to the stay of any litigation deadlines in the Action until the approval of this Settlement Agreement has been finally determined, except the stay of proceedings shall not prevent the filing of any motions, affidavits, and other matters necessary to obtain and preserve judicial approval of this Settlement Agreement.

87. **Counterparts.** This Agreement may be executed in any number of counterparts,

each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all signatories do not sign the same counterparts. Original signatures are not required. Any signature submitted electronically, by facsimile, or through e-mail of an Adobe PDF shall be deemed an original.

88. **Notices.** All notices to Class Counsel provided for herein, shall be sent by overnight mail and email to:

Brittany Resch
STRAUSS BORRELLI PLLC
980 N. Michigan Avenue, Suite 1610
Chicago, Illinois 60611
Tel: (872) 263-1100
Email: bresch@straussborrelli.com

All notices to Defendant or Defendant's Counsel provided for herein, shall be sent by overnight mail and email to:

Christopher S. Dodrill
GREENBERG TRAUIG, LLP
2200 Ross Avenue, Suite 5200
Dallas, TX 76262
Tel: (214) 665-3601
Email: christopher.dodrill@gtlaw.com

The notice recipients and addresses designated above may be changed by written notice.

89. **Authority.** Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

[SIGNATURE PAGE TO FOLLOW]

SIGNATURES

JASON BUHL

By: 

Date: 04 / 22 / 2026

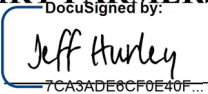
STRAUSS BORRELLI PLLC

Counsel for Plaintiff and the Settlement Class (as to form only)

By: _____
Brittany Resch

Date: _____

DAIRY FARMERS OF AMERICA, INC.

By:  _____
7CA3ADE6CF0E40F...

Date: 04/23/2026

Name: Jeff Hurley

Title: CIO

GREENBERG TRAURIG, LLP

Counsel for Defendant (as to form only)

By: _____
Christopher S. Dodrill

Date: _____

SIGNATURES

JASON BUHL

By: _____ Date: _____

STRAUSS BORRELLI PLLC

Counsel for Plaintiff and the Settlement Class (as to form only)

By: Brittany Resch Date: 04 / 21 / 2026
Brittany Resch

DAIRY FARMERS OF AMERICA, INC.

By: _____ Date: _____

Name: _____

Title: _____

GREENBERG TRAURIG, LLP

Counsel for Defendant (as to form only)

Signed by:
By: Christopher Dodrill Date: 04/24/2026
Christopher S. Dodrill

— **EXHIBIT A** —

First-Class
Mail
US Postage
Paid
Permit # _____

DocuSign Envelope ID: D6C1A9E2-0328-8D20-8336-BB36282F3AAC
c/o Settlement Administrator
P.O. Box _____
Santa Ana, CA 92799-9958

*Jason Buhl v.
Dairy Farmers of America, Inc.*
Case No. WY-2026-CV-000143

**IF YOUR PRIVATE INFORMATION WAS
COMPROMISED IN THE JUNE 2025
DAIRY FARMERS OF AMERICA, INC.,
DATA INCIDENT, A PROPOSED CLASS
ACTION SETTLEMENT MAY AFFECT YOUR
RIGHTS AND ENTITLE YOU TO
BENEFITS.**

*A court has authorized this Notice.
This is not a solicitation from a lawyer.
You are not being sued.*

Login ID: «ClaimLoginID»
PIN: «ClaimLoginPIN»

Postal Service: Please do not mark barcode

«IMbFullBarcodeEncoded»

«FirstName» «LastName»
«Address1» «Address2»
«City», «State» «Zip»



This notice is only a summary. Visit
www.SettlementWebsite.com
Or scan this QR code for
complete information.

Wt Docusign Envelope ID: D6C1A9E2-0328-8D20-8336-BB36282F3AAC **?** If you are claiming a payment for Out-of-Pocket Losses, file all of your claims online. Otherwise, you may fill out the Claim Form below. Tear at perforation, and return by U.S. Mail. Postage is already paid. For a full paper Claim Form call 1-XXX-XXX-XXXX. **Claims must be submitted online or postmarked by [Claims Deadline].**

What if I don't want to participate in the Settlement? If you do not want to be part of the Settlement, you must exclude yourself by **[Opt-Out Deadline]** or you will not be able to sue DFA for the claims covered in *this* lawsuit. If you exclude yourself, you cannot get benefits from this Settlement. If you want to object to the Settlement, you may file an objection by **[Objection Deadline]**. The Settlement Agreement, available online, explains how to exclude yourself or object.

When will the Court approve the Settlement? The Court will hold a hearing in this case on **[FA Hearing Date]** at the **[Court Address]**, to consider whether to approve the Settlement. The Court will also consider Class Counsel's request for attorney's fees and costs of up to \$158,333.33, and a \$2,500 service award for the Plaintiff. You may attend the hearing at your own cost, but you do not have to.

Who is included in the Settlement? The Court has defined the class as: "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."

The Court has appointed experienced attorneys, called "Class Counsel," to represent the Class.

What are the Settlement benefits? You can claim two years of **Credit Monitoring Services** and one of the two **cash payment** options.

If you have documented Out-of-Pocket Losses incurred as a result of the Data Incident, you may be eligible for up to **\$4,500**. Instead of Out-of-Pocket Losses, you can get a one-time **\$55** Alternative Cash Payment.

Full details and instructions are available online.



This notice is only a summary. Visit the settlement website online or scan this QR code for complete information.



www.[SettlementWebsite].com

SIMID: [SIMID] CaseID: [CaseID]



BUSINESS REPLY MAIL
FIRST-CLASS MAIL PERMIT NO. 47 COSTA MESA CA

POSTAGE WILL BE PAID BY ADDRESSEE

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

DFA Data Incident Settlement
c/o Settlement Administrator
P.O. Box **[PO Box Number]**
Santa Ana, CA 92799-9958



Complete this Claim Form, tear at perforation, and return by U.S. Mail no later than **Claims Deadline**.

Only one Claim Form per Class Member.

Log in ID: «ClaimLoginID»
PIN: «ClaimLoginPIN»

«FirstName» «LastName»
«Address1» «Address2»
«City», «State» «Zip»

To claim Out-of-Pocket Losses, visit the settlement website at www.SettlementWebsite.com. To request a full paper Claim Form, call 1-XXX-XXX-XXXX.

Check this box to enroll in two years of **Credit Monitoring Services** from CyEx Financial Shield Total.

[illegible]

Notify us if your contact information is different from what is shown above, or changes after submitting this form.

SIMID: «SIMID»
CaseID: [CaseID]

— EXHIBIT B —

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Jason Buhl v. Dairy Farmers of America, Inc.
Case No. WY-2026-CV-000143
District Court of Wyandotte County, Kansas

IF YOUR PRIVATE INFORMATION WAS COMPROMISED IN THE JUNE 2025 DAIRY FARMERS OF AMERICA, INC., DATA INCIDENT, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS AND ENTITLE YOU TO BENEFITS.

A court has authorized this notice. This is not a solicitation from a lawyer.

You are not being sued.

Please read this Notice carefully and completely.

- A Settlement has been reached with Dairy Farmers of America, Inc. (“DFA” or “Defendant”) in a class action lawsuit. This case is about a data security incident at DFA in June 2025 (“Data Incident”). Certain files with private information may have been accessed by an unauthorized third party. These files may have contained personal information such as information that identifies an individual or that in combination with other information can be used to identify, locate, or contact an individual.
- The lawsuit is called *Jason Buhl v. Dairy Farmers of America, Inc.*, Case No. WY-2026-CV-000143. It is pending in the District Court of Wyandotte County, Kansas (“Litigation”).
- DFA denies that it did anything wrong, and the Court has not decided who is right.
- The parties have agreed to settle the lawsuit (the “Settlement”) to avoid the costs and risks, disruptions, and uncertainties of continuing the Litigation.
- DFA's records indicate that you are a Class Member and entitled to benefits under the Settlement. You may have received a previous notice directly from DFA.
- Your rights are affected whether you act or don't act. ***Please read this Notice carefully and completely.***

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM	The only way to receive benefits or payments from this Settlement is by submitting a valid and timely Claim Form. The fastest way to submit your Claim Form is online at www.[SettlementWebsite].com. If you prefer, you can download the Claim Form from the Settlement Website and mail it to the Settlement Administrator. You may also call or email the Settlement Administrator to receive a paper copy of the Claim Form.	<u> </u> , 2026
OPT OUT OF THE SETTLEMENT	You can choose to opt out of the Settlement and receive no benefit or payment. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendants related to the legal claims resolved by this Settlement. You can hire your own lawyer at your own expense.	<u> </u> , 2026
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	If you do not opt out of the Settlement, you may object to it by writing to the Court about why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for Settlement benefits.	<u> </u> , 2026
DO NOTHING	Unless you opt out, you are automatically part of the Settlement. If you do nothing, you will not receive benefits or payments from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement.	No Deadline

- 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.

WHAT THIS NOTICE CONTAINS

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EXCLUDING YOURSELF FROM THE SETTLEMENT 6

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GETTING MORE INFORMATION 9

Basic Information

1. Why was this Notice issued?

The District Court of Wyandotte County, Kansas, authorized this Notice. You have a right to know about the proposed Settlement of this class action lawsuit, and about all of your options, before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, your legal rights, what benefits are available, and who can receive them.

The lawsuit is called *Jason Buhl v. Dairy Farmers of America, Inc.*, Case No. WY-2026-CV-000143. It is pending in the District Court of Wyandotte County, Kansas. The person who filed this lawsuit is the “Plaintiff” (or “Class Representative”) and the company he sued, Dairy Farmers of America, Inc., is the “Defendant.”

2. What is this lawsuit about?

This lawsuit alleges that during the June 2025 Data Incident, certain files that contained private information were accessed. These files may have contained personal information such as information that identifies an individual or that in combination with other information can be used to identify, locate, or contact an individual.

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are the “Plaintiffs” or “Class Representatives.” Together, the people included in the class action are a “Class” or “Class Members.” One court resolves the lawsuit for all Class Members, except for those who timely and properly opt out from the Settlement. In this Settlement, the Class Representative is Jason Buhl. Everyone included in this Action are the Class Members.

4. Why is there a Settlement?

The Court did not decide whether the Plaintiff or the Defendant are right. Both sides have agreed to a Settlement to avoid the costs and risks of a trial, and to allow the Class Members to receive benefits from the Settlement. The Plaintiff and his attorneys think the Settlement is best for all Class Members.

Who is in the Settlement?

5. Who is included in the Settlement?

The Court has defined the Class this way: “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.”

6. Are there exceptions to being included?

Yes. Excluded from the Class are: (1) the Judge in this case, and the Judge’s family and staff; (2) DFA and its officers, directors, and related companies; and (3) anyone who validly excludes themselves from the Settlement.

If you are not sure whether you are a Class Member, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: DFA Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

You may also view the Settlement Agreement at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

The Settlement Benefits

7. What does the Settlement provide?

All Settlement Class Members may claim **Credit Monitoring Services** and one of two **cash payment** options. The benefits are explained in more detail below.

CREDIT MONITORING SERVICES. All Class Members are eligible to enroll in two years of CyEx Financial Shield Total. This comprehensive service comes with \$1 million of financial fraud insurance, and includes monitoring for:

- fraud or identity theft
- unauthorized financial transactions
- personal information associated with high-risk transactions

If anything suspicious happens, you will be able to talk to a fraud resolution agent to help fix any problems.

CASH PAYMENT OPTIONS

Out-of-Pocket Losses. If you incurred documented out-of-pocket losses due to the Data Incident, you may be eligible for up to **\$4,500.00**. The losses must have occurred between June 11, 2025, and [Claims Deadline] and be fairly traceable to the Data Incident.

This benefit covers documented out-of-pocket expenses like:

- losses because of identity theft or fraud
- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

To be eligible, you must send proof, like bank statements or receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof or notes must show that your expenses were because of the Data Incident. Your claim must be submitted under penalty of perjury.

You may not claim a payment for expenses already reimbursed by a third party.

Alternative Cash Payment. *Instead of a payment for Out-of-Pocket Losses*, you may claim a one-time cash payment. This payment is expected to be **\$55.00**, but may be smaller depending on the total claims filed. You do not have to provide any proof or explanation to claim this payment.

There is an aggregate cap of \$475,000.00 on these cash payments. This means that if the total value of cash payments claimed is over \$475,000.00, everyone's payments will be reduced *pro rata* so that they add up to \$475,000.00.

A full description of how this works is available in Settlement Agreement, at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: DFA Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

8. What claims am I releasing if I stay in the Class?

If you stay in the class, you won't be able to be part of any other lawsuit against DFA about the issues that this Settlement covers. The "Releases" section of the Settlement Agreement (Section IX) describes the legal claims that you give up if you remain in the Class. The Settlement Agreement is available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

Submitting a Claim Form for a Settlement Payment

9. How do I submit a claim for a Settlement benefit?

The fastest way to submit your Claim Form is online at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com). If you prefer, you can download a printable Claim Form from the website and mail it to the Settlement Administrator at:

DFA Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

You may also contact the Settlement Administrator to request a Claim Form by telephone, toll free, 1-XXX-XXX-XXXX, by email [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com), or by U.S. mail at the address above.

10. Are there any important Settlement payment deadlines?

If you are submitting a Claim Form online, you must do so by **[Claims Deadline]**. If you are submitting a claim by U.S. mail, the completed and signed Claim Form, including supporting documentation, must be postmarked no later than **[Claims Deadline]**.

11. When will the Settlement benefits be issued?

The Court will hold a final approval hearing on **[FA Hearing Date]** (see **Question 18**). If the Court approves the Settlement, there may be appeals. We do not know if appeals will be filed, or how long it will take to resolve them if they are filed.

Settlement payments will be distributed if the Court grants final approval, and after any appeals are resolved.

The Lawyers Representing You

12. Do I have a lawyer in the case?

Yes, the Court has appointed attorney Brittany Resch of Strauss Borrelli PLLC and Maureen M. Brady of McShane & Brady, LLC, to represent you and other Class Members ("Class Counsel").

13. Should I get my own lawyer?

You will not be charged for Class Counsel's services. If you want your own lawyer, you may hire one at your expense.

14. How will Class Counsel be paid?

Class Counsel will ask the court to approve \$158,333.33 as reasonable attorney's fees and reimbursement of litigation costs. This amount will be paid by DFA separate and apart from the other Settlement benefits.

Class Counsel will also ask for a Service Award Payment of \$2,500.00 for the Class Representative. The Service Award Payment will also be paid by DFA separate and apart from the other Settlement benefits.

Excluding Yourself from the Settlement

15. How do I opt out of the Settlement?

If you do not want to be part of the Settlement, you must formally exclude yourself from the Settlement. This is called a Request for Exclusion, also called "opting out." If you opt out, you will not receive Settlement benefits or payment. However, you will keep any rights you may have to sue DFA on your own about the legal issues in this case.

If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You will not be eligible to receive any Settlement benefits if you exclude yourself.

The deadline to exclude yourself from the Settlement is **[Opt-Out Deadline]**.

To be valid, your Request for Exclusion must have the following information:

- (1) the name of the Litigation: *Jason Buhl v. Dairy Farmers of America, Inc.*, Case No. WY-2026-CV-000143, pending in the District Court of Wyandotte County, Kansas;
- (2) your full name, mailing address, telephone number, and email address;
- (3) personal signature; and

- (4) the words “Request for Exclusion” or a clear and similar statement that you do not want to participate in the Settlement.

You may only exclude yourself—not any other person.

Mail your Request for Exclusion to the Settlement Administrator at:

DFA Data Incident Settlement
ATTN: Exclusion Request
[PO Box Number]
Santa Ana, CA 92799-9958

Your Request for Exclusion must be submitted, postmarked, or emailed by [Opt-Out Deadline].

Commenting on or Objecting to the Settlement

16. How do I tell the Court if I like or do not like the Settlement?

If you are a Class Member and do not like part or all of the Settlement, you can object to it. Objecting means telling the Court your reasons for why you think the Court should not approve the Settlement. The Court will consider your views.

You cannot object if you have excluded yourself from the Settlement (see Question 15)

You must provide the following information for the Court to consider your objection:

- (1) the name of the Litigation: *Jason Buhl v. Dairy Farmers of America, Inc.*, Case No. WY-2026-CV-000143, pending in the District Court of Wyandotte County, Kansas;
- (2) your full name, mailing address, telephone number, and email address;
- (3) a clear description of all the reasons you object; include any legal support, such as documents, you may have for your objection;
- (4) whether the objection applies only to you, or to other Class Members, as well;
- (5) if you have hired your own lawyer to represent you for this objection, provide their name, bar number, and contact information;
- (6) whether or not you or your lawyer would like to speak at the Final Approval Hearing;
- (7) if you or your lawyer have objected in any other cases, list the names, courts, and civil action numbers for each of those cases;
- (8) your signature (or, if you have hired your own lawyer, your lawyer’s signature).

For your objection to be valid, it must meet each of these requirements.

To be considered by the Court, you must file your complete objection with the Clerk of Court by [OBJECTION DATE]. You must also send a copy of the objection to the Settlement Administrator, Class Counsel, and counsel for Defendants.

Clerk of the Court	Settlement Administrator
--------------------	--------------------------

Clerk of the Court [Court Address]	DFA Data Incident Settlement ATTN: Objections [PO Box Number] Santa Ana, CA 92799-9958
Class Counsel Brittany Resch STRAUSS BORRELLI PLLC 980 N. Michigan Avenue, Suite 1610 Chicago, IL 60611	Counsel for Defendants Christopher S. Dodrill GREENBERG TRAURIG, LLP 2200 Ross Avenue, Suite 5200 Dallas, TX 76262

17. What is the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is opting out and stating to the Court that you do not want to be part of the Settlement. If you opt out of the Settlement, you cannot object to it because the Settlement no longer affects you.

The Court's Final Approval Hearing

18. When is the Court's Final Approval Hearing?

The Court will hold a final approval hearing on [FA Hearing Date] at [Hearing Time] Central Time, in Room [Court Room] of the District Court of Wyandotte County, Kansas, at [Court Address].

At the final approval hearing, the Court will decide whether to approve the Settlement. The Court will also decide how much Class Counsel should be paid, and whether to award a Service Award Payment to the Class Representative. The Court will also consider any objections to the Settlement.

If you are a Class Member, you or your lawyer may ask permission to speak at the hearing at your own cost (**See Question 16**).

The date, time, and/or location of this hearing may change without further notice. Please check [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) for updates.

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

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish, but you do not have to.

If you file an objection, you do not have to come to the Final Approval Hearing to talk about it; the Court will consider it as long as it was filed on time. You may also pay your own lawyer to attend, but you do not have to.

If I Do Nothing

20. What happens if I do nothing at all?

If you do nothing, you will not receive a benefit from this Settlement.

You will also give up the rights described in **Question 8**.

Getting More Information

21. How do I get more information?

This Notice is a summary of the proposed Settlement. The full Settlement Agreement and other related documents are available at the Settlement Website, [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

If you have additional questions, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: DFA Data Incident Settlement
c/o Settlement Administrator
[\[PO Box Number\]](#)
Santa Ana, CA 92799-9958

You can obtain copies of publicly filed documents by visiting the office of the Clerk of the Court, [\[Court Address\]](#).

DO NOT CONTACT THE COURT OR CLERK OF COURT REGARDING THIS SETTLEMENT

— **EXHIBIT C** —

**Your claim must
be submitted
online or
postmarked by:
[Claims Deadline]**

Jason Buhl v. Dairy Farmers of America, Inc.
Case No. WY-2026-CV-000143
District Court of Wyandotte County, Kansas
DATA INCIDENT SETTLEMENT CLAIM FORM

**Your claim must
be submitted
online or
postmarked by:
[Claims Deadline]**

GENERAL INSTRUCTIONS

Who is eligible to file a claim? The Court has defined the Class this way: “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 Judge in this case, and the Judge’s family and staff; (2) DFA and its officers, directors, and related companies; and (3) anyone who validly excludes themselves from the Settlement.

COMPLETE THIS CLAIM FORM IF YOU ARE A CLASS MEMBER AND WISH TO RECEIVE ONE OR MORE OF THE FOLLOWING SETTLEMENT BENEFITS

AVAILABLE BENEFITS

All Settlement Class Members may claim **Credit Monitoring Services** and one of two **cash payment** options. The benefits are explained in more detail below.

CREDIT MONITORING SERVICES. All Class Members are eligible to enroll in two years of CyEx Financial Shield Total. This comprehensive service comes with \$1 million of financial fraud insurance, and includes monitoring for:

- fraud or identity theft
- unauthorized financial transactions
- personal information associated with high-risk transactions

CASH PAYMENT OPTIONS

Out-of-Pocket Losses. If you incurred documented out-of-pocket losses due to the Data Incident, you may be eligible for up to **\$4,500.00**. The losses must have occurred between June 11, 2025, and **[Claims Deadline]** and be fairly traceable to the Data Incident.

This benefit covers documented out-of-pocket expenses like:

- losses because of identity theft or fraud
- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

To be eligible, you must send proof, like bank statements or receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

**Your claim must
be submitted
online or
postmarked by:
[Claims Deadline]**

Jason Buhl v. Dairy Farmers of America, Inc.
Case No. WY-2026-CV-000143
District Court of Wyandotte County, Kansas
DATA INCIDENT SETTLEMENT CLAIM FORM

**Your claim must
be submitted
online or
postmarked by:
[Claims Deadline]**

papers alone are not enough to make a valid claim. Your proof or notes must show that your expenses were because of the Data Incident. Your claim must be submitted under penalty of perjury.

You may not claim a payment for expenses already reimbursed by a third party.

Alternative Cash Payment. *Instead of a payment for Out-of-Pocket Losses*, you may claim a one-time cash payment. This payment is expected to be **\$55.00**, but may be smaller depending on the total claims filed. You do not have to provide any proof or explanation to claim this payment.

There is an aggregate cap of \$475,000.00 on these cash payments. This means that if the total value of cash payments claimed is over \$475,000.00, everyone's payments will be reduced *pro rata* so that they add up to \$475,000.00.

A full description of how this works is available in Settlement Agreement, at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: DFA Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

**THE MOST EFFICIENT WAY TO SUBMIT YOUR CLAIMS IS ONLINE AT
[www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)**

You may also print out and complete this Claim Form, and submit it by U.S. mail.

An electronic image of the completed Claim Form can also be emailed to [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)

You must submit your Claim Form online, by mail, or by email no later than [Claims Deadline].

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

Your claim must
be submitted
online or
postmarked by:
[Claims Deadline]

Jason Buhl v. Dairy Farmers of America, Inc.
Case No. WY-2026-CV-000143
District Court of Wyandotte County, Kansas

DATA INCIDENT SETTLEMENT CLAIM FORM

Your claim must
be submitted
online or
postmarked by:
[Claims Deadline]

I. CLASS MEMBER NAME AND CONTACT INFORMATION

Print your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this claim form. All fields are required. **Please print legibly.**

First Name	Last Name
Street Address	
City	State
Email Address	Zip Code
	Phone Number
	Notice ID (if known)

II. CREDIT MONITORING SERVICES

☐ Check this box if you would like to enroll in two years of Credit Monitoring Services from CyEx Financial Shield Total.

III. OUT-OF-POCKET LOSSES

☐ Check this box if you would like to claim reimbursement for documented out-of-pocket losses incurred as a result of the Data Incident. You can get back up to \$4,500.00. **DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING PAYMENTS FROM SECTION IV.**

Please complete the table below, describing the supporting documentation you are submitting.

Description of Documentation Provided	Amount
Example: Unauthorized bank transfer	\$500
TOTAL CLAIMED:	

If you have more expenses than rows, you may attach additional sheets of paper to account for them. Please print your name and sign the bottom of each additional sheet of paper.

**Your claim must
be submitted
online or
postmarked by:
[Claims Deadline]**

Jason Buhl v. Dairy Farmers of America, Inc.
Case No. WY-2026-CV-000143
District Court of Wyandotte County, Kansas
DATA INCIDENT SETTLEMENT CLAIM FORM

**Your claim must
be submitted
online or
postmarked by:
[Claims Deadline]**

IV. ALTERNATIVE CASH PAYMENT

- ☐ Check this box if you want to claim a one-time \$55.00 cash payment. **DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING PAYMENTS FROM SECTION III.**

V. PAYMENT SELECTION

Please select **one** of the following payment options, which will be used if you are claiming a cash payment.

- ☐ **PayPal**
Email address, if different than you provided in Section 1: _____
- ☐ **Venmo**
Mobile number, if different than you provided in Section 1: _____
- ☐ **Zelle**
Email address or mobile number, if different than you provided in Section 1: _____
- ☐ **Virtual Prepaid Card**
Email address, if different than you provided in Section 1: _____
- ☐ **Physical Check**
Payment will be mailed to the address provided in Section 1.

VI. ATTESTATION & SIGNATURE

I swear and affirm on penalty of perjury that the information provided in this Claim Form, including supporting documentation, is true and correct to the best of my knowledge. 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.

Signature

Printed Name

Date

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

— EXHIBIT D —

**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 _____ at _____ 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: _____

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]

— **EXHIBIT E** —

**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
FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

Before the Court is Plaintiff's Unopposed Motion for Final Approval of the Settlement, inclusive of Class Counsel's Motion for an Award of attorneys' Fees and Costs and Service Award (the "Motion"). Having reviewed and considered the Settlement Agreement, the Motion, and having conducted a Final Approval Hearing, the Court makes the findings and grants the relief set forth below approving the Settlement upon the terms and conditions set forth in this Order.

WHEREAS, on [DATE], the Court entered an Order Granting Preliminary Approval of Class Action Settlement ("Preliminary Approval Order") (Doc. No. __), which, among other things: (a) conditionally certified this matter as a class action, including defining the class and class claims; (b) appointed Plaintiff as the Settlement Class Representative and appointed Brittany Resch of Strauss Borrelli PLLC and Maureen M. Brady of McShane & Brady, LLC as Class Counsel; (c) preliminarily approved the Settlement Agreement; (d) approved the form and manner of Notice to the Settlement Class; (e) set deadlines for Requests for Exclusion and objections;

(f) approved and appointed the Settlement Administrator; and (g) set the date for the Final Approval Hearing;

WHEREAS, on [DATE], pursuant to the Notice requirements set forth in the Settlement Agreement and in the Preliminary Approval Order, the Settlement Class was notified of the terms of the proposed Settlement Agreement, of the right of Settlement Class Members to opt out, and the right of Settlement Class Members to object to the Settlement Agreement and to be heard at a Final Approval Hearing;

WHEREAS, on [DATE], the Court held a Final Approval Hearing to determine, *inter alia* whether the terms and conditions of the Settlement Agreement are fair, reasonable, and adequate for the release of the claims contemplated by the Settlement Agreement. Prior to the Final Approval Hearing, a declaration of compliance with the provisions of the Settlement Agreement and Preliminary Approval Order relating to notice was filed with the Court as required by the Preliminary Approval Order. Therefore, the Court is satisfied that Settlement Class Members were properly notified of their right to appear at the Final Approval Hearing in support of or in opposition to the proposed Settlement Agreement, the requested Fee Award and Costs for Settlement Class Counsel and Service Award for the Settlement Class Representative;

WHEREAS, the Court not being required to conduct a trial on the merits of the case or determine with certainty the factual and legal issues in dispute when determining whether to approve a proposed class action settlement; and

WHEREAS, the Court being required under Kan. Stat. Sec. 60-223(e) to make the findings and conclusions hereinafter set forth for the limited purpose of determining whether the Settlement should be approved as being fair, reasonable, adequate, and in the best interests of the Settlement Class;

Having given an opportunity to be heard to all requesting persons in accordance with the Preliminary Approval Order, having heard the presentation of Class Counsel and Defendant's Counsel, having reviewed all of the submissions presented with respect to the proposed Settlement Agreement, having determined that the Settlement Agreement is fair, adequate, and reasonable, having considered the application made by Settlement Class Counsel for a Fee Award and Costs, and the application for Service Award for the Settlement Class Representative, and having reviewed the materials in support thereof, and good cause appearing:

IT IS ORDERED that:

1. The Court has jurisdiction over the subject matter of this Action and over all claims raised therein and all Parties thereto, including the Settlement Class.
2. The Settlement involves allegations in Plaintiff's Class Action Complaint against Defendant for failure to implement or maintain adequate data security measures and safeguards to protect Personal Information, which Plaintiff alleges directly and proximately caused injuries to Plaintiff and Settlement Class Members.
3. The Settlement does not constitute an admission of liability by Defendant, and the Court expressly does not make any finding of liability or wrongdoing by Defendant.
4. Unless otherwise indicated, words spelled in this Order Granting Final Approval of Class Action Settlement ("Final Approval Order") with initial capital letters have the same meaning as set forth in the Settlement Agreement.
5. The Court, having reviewed the terms of the Settlement Agreement submitted by the Parties pursuant to Kan. Stat. Sec. 60-223(e), grants final approval of the Settlement Agreement and for purposes of the Settlement Agreement and this Final Approval Order only, the Court hereby finally certifies the following Settlement Class:

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.

Specifically 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 Settlement was entered into in good faith following arm's-length negotiations and is non-collusive. The Settlement is in the best interests of the Settlement Class and is therefore approved. The Court finds that the Parties faced significant risks, expenses, delays, and uncertainties, including as to the outcome, including on appeal, of continued litigation of this complex matter, which further supports the Court's finding that the Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class Members. The Court finds that the uncertainties of continued litigation in both the trial and appellate courts, as well as the expense associated with it, weigh in favor of approval of the settlement reflected in the Settlement Agreement.

7. The Settlement Agreement provides, in part, and subject to a more detailed description of the settlement terms in the Settlement Agreement, for:

- a. Settlement Administration, as outlined in the Settlement Agreement, whereby Settlement Class Members can submit claims that will be evaluated by a Settlement Administrator.
- b. Defendant to pay all costs of Settlement Administration, including the cost of the Settlement Administrator, instituting Notice, processing and administering claims, and preparing and mailing checks.

- c. Defendant to pay, subject to the approval and award of the Court, the reasonable Fee Award and Costs for Settlement Class Counsel and Service Award for the Settlement Class Representative.

The Court readopts and incorporates herein by reference its preliminary conclusions as to the satisfaction of Kan. Stat. Sec. 60-223(a) and (b) set forth in the Preliminary Approval Order and notes that because this certification of the Settlement Class is in connection with the Settlement Agreement rather than litigation, the Court need not address any issues of manageability that may be presented by certification of the class proposed in the Settlement Agreement.

8. The terms of the Settlement Agreement are fair, adequate, and reasonable and are hereby approved, adopted, and incorporated by the Court. Notice of the terms of the Settlement, the rights of Settlement Class Members under the Settlement, the Final Approval Hearing, Plaintiff's application for a Fee Award and Costs, and the Service Award for the Settlement Class Representative have been provided to Settlement Class Members as directed by this Court's Orders, and proof of Notice has been filed with the Court.

9. The Court finds that the notice program, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order, was the best notice practicable under the circumstances, was reasonably calculated to provide and did provide due and sufficient notice to the Settlement Class of the pendency of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and their right to object and to appear at the final approval hearing or to exclude themselves from the Settlement Agreement, and satisfied the requirements of the Kansas Rules of Civil Procedure, the Kansas Constitution, and other applicable law.

10. As of the Opt-Out Deadline, [REDACTED] potential Settlement Class Members have requested to be excluded from the Settlement. Their names are set forth in **Exhibit A** to this Final Approval Order. Those persons are not bound by the Settlement Agreement and this Final Approval Order and shall not be entitled to any of the benefits afforded to the Settlement Class Members under the Settlement Agreement, as set forth in the Settlement Agreement.

11. [REDACTED] objections were filed by Settlement Class Members. The Court has considered all objections, finds the objections do not counsel against Settlement Agreement approval, and hereby overrules the objections in all respects.

12. All Settlement Class Members who have not objected to the Settlement Agreement in the manner provided in the Settlement Agreement are deemed to have waived any objections by appeal, collateral attack, or otherwise.

13. The Court has considered all the documents filed in support of the Settlement, and has fully considered all matters raised, all exhibits and affidavits filed, all evidence received at the Final Approval Hearing, all other papers and documents comprising the record herein, and all oral arguments presented to the Court.

14. The Parties, their respective attorneys, and the Settlement Administrator are hereby directed to consummate the Settlement in accordance with this Final Approval Order and the terms of the Settlement Agreement.

15. Pursuant to the Settlement Agreement, Defendant, the Settlement Administrator, and Settlement Class Counsel shall implement the Settlement in the manner and timeframe as set forth therein.

16. Within the time period set forth in the Settlement Agreement, the relief provided for in the Settlement Agreement shall be made available to the various Settlement Class Members submitting valid Claim Forms, pursuant to the terms and conditions of the Settlement Agreement.

17. Pursuant to and as further described in the Settlement Agreement, Plaintiff and the Settlement Class Members release claims as follows:

Upon the Effective Date, and in consideration of the Settlement benefits described herein, each Releasing Party shall be deemed to have released, acquitted, and forever discharged Defendant and each of the Released Parties from any and all Released Claims (including Unknown Claims)..

18. The Court grants final approval to the appointment of Plaintiff as Class Representative. The Court concludes that the Class Representative has fairly and adequately represented the Settlement Class and will continue to do so.

19. Pursuant to the Settlement Agreement, and in recognition of his efforts on behalf of the Settlement Class, the Court approves a payment to the Class Representative in the amount of \$2,500.00 as a Service Award. Defendant shall make such payment in accordance with the terms of the Settlement Agreement.

20. The Court grants final approval to the appointment of Brittany Resch of Strauss Borrelli PLLC and Maureen M. Brady of McShane & Brady, LLC as Class Counsel. The Court concludes that Class Counsel has adequately represented the Settlement Class and will continue to do so.

21. The Court, after careful review of the fee petition filed by Settlement Class Counsel, and after applying the appropriate standards required by relevant case law, hereby grants Settlement Class Counsel's application for a Fee Award and Costs in the amount of \$158,333.33. Payment shall be made pursuant to the terms of the Settlement Agreement.

22. This Final Order and the Settlement Agreement, and all acts, statements, documents, or proceedings relating to the Settlement Agreement are not, and shall not be construed as, used as, or deemed to be evidence of, an admission by or against Defendant of any claim, any fact alleged in the Action, any fault, any wrongdoing, any violation of law, or any liability of any kind on the part of Defendant, or of the validity or certifiability for litigation of any claims that have been, or could have been, asserted in the Action. This Final Approval Order, the Settlement Agreement, and all acts, statements, documents, or proceedings relating to the Settlement Agreement shall not be offered or received or be admissible in evidence in any action or proceeding, or be used in any way as an admission or concession or evidence of any liability or wrongdoing of any nature or that Plaintiff, any Settlement Class Member, or any other person has suffered any damage; provided, however, that the Settlement Agreement and this Final Order may be filed in any action by Defendant, Class Counsel, or Settlement Class Members seeking to enforce the Settlement Agreement or the Final Approval Order (including, but not limited to, enforcing the releases contained herein). The Settlement Agreement and Final Approval Order shall not be construed or admissible as an admission by Defendant that Plaintiff's claims or any similar claims are suitable for class treatment. The Settlement Agreement's terms shall be forever binding on, and shall have res judicata and preclusive effect in, all pending and future lawsuits or other proceedings as to Released Claims and other prohibitions set forth in this Final Approval Order that are maintained by, or on behalf of, any Settlement Class Member or any other person subject to the provisions of this Final Approval Order.

23. If the Effective Date, as defined in the Settlement Agreement, does not occur for any reason: this Final Approval Order and the Preliminary Approval Order shall be deemed vacated, and shall have no force and effect whatsoever; the Settlement Agreement shall be

considered null and void; all of the Parties' obligations under the Settlement Agreement, the Preliminary Approval Order, and this Final Approval Order and the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose; and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated *nunc pro tunc*, and the Parties shall be restored to their respective positions in the Action, as if the Parties never entered into the Settlement Agreement (without prejudice to any of the Parties' respective positions on the issue of class certification or any other issue). In such event, the Parties will jointly request that all scheduled Action deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel. Further, in such event, Defendant will pay amounts already billed or incurred for Notice and Administrative Expenses.

24. Without affecting the finality of this Final Approval Order, the Court will retain jurisdiction over the subject matter and the Parties with respect to the interpretation and implementation of the Settlement Agreement for all purposes.

25. This Order resolves all claims against all Parties in this action and is a final order.

26. The matter is hereby dismissed with prejudice and without costs except as provided in the Settlement Agreement.

IT IS SO ORDERED.

LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated:

By: _____
Honorable Judge