

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

S.W., B.W., CARY COLLINS, T.K., by and through their legal guardian KRISTAN TABITHA LOUISE KIRBY, C.M. by and through their legal guardian CODY MURPHY, CARY COLLINS, SAVANNAH CROWSON, JOHN CRISP, DAVID MINDEMAN, DOUG CONRAD, KAY JOHNSON, BRYAN MANION, COREY ORTON, LISA COLE, CHARLESETTA JACKSON, J.N. and L.N., by and through their legal guardian TRACIE NASCA, ANNIE MALLORY, MARSHA GRIBBLE, and CATALINA MURILLO-LONG, *individually and on behalf of all others similarly situated,*

Plaintiffs,

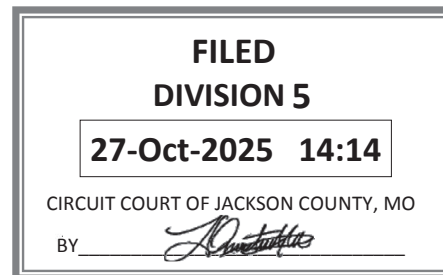
v.

SUNFLOWER MEDICAL GROUP, P.A.,

Defendant.

Case No. 2516-CV22364

Division 5



**ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

Before the Court is Plaintiffs' Motion for Preliminary Approval of Class Action Settlement (the "Motion"), the terms of which are set forth in a Settlement Agreement (the "Settlement Agreement") between Plaintiffs S.W., B.W., T.K., by and through their legal guardian Kristan Tabitha Kirby, Cary Collins, Savannah Crowson, John Crisp, David Mindeman, Doug Conrad, Kay Johnson, Bryan Manion, Corey Orton, Lisa Cole, Charlesetta Jackson, C.M., by and through their legal guardian Cody Murphy, J.N. and L.N., by and through their legal guardian Tracie Nasca, Annie Mallory, Catalina Murillo-

Long, and Marsha Gribble (“Plaintiffs”) and Sunflower Medical Group, P.A., (“Defendant” or “Sunflower” and, together with Plaintiffs, the “Parties”), with accompanying exhibits attached to Plaintiffs’ Memorandum of Law in Support of the Motion for Preliminary Approval of Class Action Settlement.<sup>1</sup>

Having fully considered the issue, the Court hereby **GRANTS** the Motion and **ORDERS** as follows:

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

All individuals residing within the United States of America who received notice that their PII or PHI was potentially exposed to unauthorized third parties as a result of the Sunflower Medical Group cybersecurity incident.

Excluded from the Settlement Class are (a) all persons who are directors and officers of Defendant, or its respective subsidiaries and affiliated companies (unless such persons received a notice of the Data Breach); (b) governmental entities; and (c) the Judge(s) assigned to the Action, the Judge’s immediate family, and Court staff.

Pursuant to Missouri Rule 52.08, the Court finds that giving notice is justified. The Court finds that it will likely be able to approve the proposed Settlement as fair, reasonable, and adequate. The Court also finds that it will likely be able to certify the Settlement Class for purposes of judgment on the Settlement because it meets all of the requirements of Rule 52.08(a) and the requirements of Rule 52.08(b)(3). Specifically, the Court finds for

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<sup>1</sup> All defined terms in this Order Granting Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”) have the same meaning as set forth in the Settlement Agreement, unless otherwise indicated.

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

2. **Settlement Class Representatives and Settlement Class Counsel.** The Court finds that Plaintiffs will likely satisfy the requirements of Rule 52.08 and Missouri law and should be appointed as the Settlement Class Representatives. Additionally, the Court finds Maureen Brady of McShane & Brady, LLC; J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC; Raina Borrelli of Strauss Borrelli PLLC, and David Lietz from Milberg Coleman Bryson Phillips Grossman, PLLC, will likely satisfy the requirements of Rule 52.08 and Missouri law and should be appointed as Class Counsel.

3. **Preliminary Settlement Approval.** Upon preliminary review, the Court finds the Settlement is fair, reasonable, and adequate to warrant providing notice of the Settlement to the Settlement Class and accordingly is preliminarily approved. In making this determination, the Court has considered the monetary and non-monetary benefits

provided to the Settlement Class through the Settlement, the specific risks faced by the Settlement Class in prevailing on their claims, the good faith, arms' length negotiations between the Parties and absence of any collusion in the Settlement, the effectiveness of the proposed method for distributing relief to the Settlement Class, the proposed manner of allocating benefits to Settlement Class Members, the equitable treatment of the Settlement Class Members under the Settlement, and all of the other factors required by Rule 52.08 and relevant case law.

4. **Jurisdiction.** The Court has subject matter jurisdiction and personal jurisdiction over the parties before it. Additionally, venue is proper in this County.

5. **Final Approval Hearing.** A Final Approval Hearing shall be held on \_\_\_\_\_ at 6, March 2024 @ 1:30pm, where the Court will determine, among other things, whether: (a) the Settlement Class should be finally certified for settlement purposes; (b) the Settlement should be approved as fair, reasonable, and adequate, and finally approved; (c) this action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members (who have not timely and validly excluded themselves from the Settlement) should be bound by the releases set forth in the Settlement Agreement; (e) the application of Settlement Class Counsel for an award of Attorney Fees, Costs, and Expenses should be approved; and (f) the application of the Settlement Class Representatives for Service Awards should be approved.

6. **Settlement Administrator.** The Court appoints Simpluris as the Settlement



Administrator, with responsibility for class notice and settlement administration. The Settlement Administrator is directed to perform all tasks the Settlement Agreement requires. The Settlement Administrator's fees will be paid pursuant to the terms of the Settlement Agreement.

7. **Notice.** The proposed notice program set forth in the Settlement Agreement and the Notices and Claim Form attached to the Settlement Agreement are hereby approved. Non-material modifications to these Exhibits may be made by the Settlement Administrator in consultation and agreement with the Parties, but without further order of the Court.

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

Settlement Class Members. The Settlement Administrator is directed to carry out the Notice program in conformance with the Settlement Agreement.

9. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded (i.e., “opt out”) from the proposed Settlement must timely submit a request to be excluded from the Settlement in the manner provided in the Settlement Agreement. A Settlement Class member may opt-out of the Settlement Class at any time during the Opt-Out Period by mailing a request to the Settlement Administrator postmarked no later than the last day of the Opt-Out Period. The opt-out request must be personally signed by the Settlement Class Member and contain the requestor’s name, address, telephone number, and email address (if any), and a statement indicating a request to be excluded from the Settlement Class. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if that Settlement Class Member does not submit a Valid Claim. Combined, joint, collective, or aggregate opt-out request shall not be valid. If a Final Approval Order and Judgment is entered, all Persons falling within the definition of the Settlement Class who do not timely and validly request to be excluded from the Settlement Class shall be bound by the terms of this Settlement Agreement and the Final Approval Order and Judgment. All Persons who submit valid and timely requests to be excluded from the Settlement Class shall not receive any cash benefits of and/or be bound by the terms of the Settlement Agreement.

10. **Objections and Appearances.** A Settlement Class Member desiring to object to the Settlement Agreement may submit a timely written objection by the end of the Objection Period in the manner provided in the Settlement Agreement. The Notice shall

advise Settlement Class Members of the deadline for submission of any objections—i.e., the end of the “Objection Period.”

Any such objections to the Settlement Agreement must be written and must include all of the following: a. the objector’s full name, mailing address, telephone number, and email address (if any); b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector’s counsel; c. the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector’s prior objections that were issued by the trial and appellate courts in each listed case; d. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or the Motion for Attorneys’ Fees, Costs, and Service Awards, and whether they will appear at the Final Approval Hearing; e. the number of times in which the objector’s counsel and/or the objector’s counsel’s law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling on the objection issued by the trial and appellate courts in each such listed case; f. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any); g. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and h. the objector’s signature (an attorney’s signature is not sufficient).



Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted no later than the last day of the Objection Period, as specified in the Notice, and the Settlement Class Member must not have excluded him/herself from the Settlement Class. Any Settlement Class Member who fails to comply with the requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Action, and shall be precluded from seeking any review of the Settlement Agreement and/or Final Approval Order and Judgment by appeal or other means. The provisions stated in the Settlement Agreement shall be the exclusive means for any challenge to the Settlement Agreement. Any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Final Order and Judgment to be entered upon final approval shall be pursuant to appeal under the Missouri Rules of Appellate Procedure and not through a collateral attack.

11. **Claims Process.** Settlement Class Counsel and Defendant have created a process for Settlement Class Members to claim benefits under the Settlement. The Court preliminarily approves this process and directs the Settlement Administrator to make the Claim Form or its substantial equivalent available to Settlement Class Members in the manner specified in the Notice. The Settlement Administrator will be responsible for effectuating the claims process. Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirement and procedures



specified in the Notice and the Claim Form. If the Final Order and Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Final Order and Judgment, including the releases contained therein.

12. **Termination of Settlement**. This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing before the Court entered this Preliminary Approval Order and before they entered the Settlement Agreement, if: (a) the Court does not enter this Preliminary Approval Order; (b) Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement; or (c) there is no Effective Date. In such event, (i) the Parties shall be restored to their respective positions in the Action prior to execution of the Settlement Agreement and shall 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; (ii) 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 (iii) 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*.

13. **Use of Order**. This Preliminary Approval Order shall be of no force or effect if the Final Order and Judgment is not entered or there is no Effective Date and shall not

be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, liability, or propriety of certifying any class. Nor shall this Preliminary Approval Order be construed or used as an admission, concession, or declaration by or against the Class Representatives or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claims they may have in this Action or in any other lawsuit.

14. **Continuance of Hearing.** The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement Website maintained by the Settlement Administrator. The Court may approve the Settlement, with such modifications as may be agreed upon by the Parties, if appropriate, without further notice to the Settlement Class.

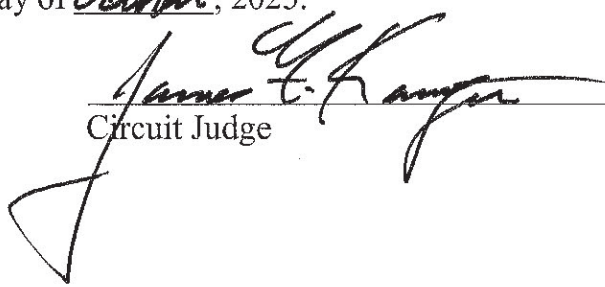
15. **Stay of Litigation.** All proceedings in the Action, other than those related to approval of the Settlement Agreement, are hereby stayed. Further, any actions brought by Settlement Class Members concerning the Released Claims are hereby enjoined and stayed pending Final Approval of the Settlement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

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

Defendant provides class list to the Settlement Administrator	No later than ten (10) days after entry of the Preliminary Approval Order
Notice Commencement Date	No later than thirty (30) days following entry of the Preliminary Approval Order

Notice Completion Date	No later than forty-five (45) days following entry of the Preliminary Approval Order
Objection Period	Begins the day after the earliest day on which the Notice is first distributed, and that ends no later than sixty (60) days thereafter.
Opt-Out Deadline	Begins the day after the earliest day on which the Notice is first distributed, and that ends no later than sixty (60) days after the Notice Commencement Date.
Claims Deadline	One hundred and twenty (120) days after the Notice Program commences.
Class Counsel shall file their Motion for Final Approval of the Settlement, inclusive of the Motion for Attorneys' Fees, Costs, and Service Awards	No later than forty-five (45) days before the original date set for the Final Approval Hearing

IT IS SO ORDERED on this 27 day of October, 2025.

  
Circuit Judge