

# Exhibit A

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

S.W., B.W., CARY COLLINS, SAVANNAH CROWSON, JOHN CRISP, DAVID MINDEMAN, DOUG CONRAD, KAY JOHNSON, BRYAN MANION, COREY ORTON, LISA COLE, CHARLESETTA JACKSON, T.K., by and through their legal guardian CODY MURPHY, J.N. and L.N., by and through their legal guardian TRACIE NASCA, ANNIE MALLORY, 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

**SETTLEMENT AGREEMENT**

This Settlement Agreement is entered into between Plaintiffs,<sup>1</sup> individually and on behalf of the Settlement Class, and Defendant as of the date last signed below. The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

**I. Background**

1. Defendant is a private multi-specialty medical group.
2. In the course of its business, Defendant collects, maintains, and stores collects and maintains Private Information of its patients, which may include their names, Social Security numbers, dates of birth, addresses, driver's license numbers, medical information, and health insurance information ("Private Information").

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<sup>1</sup> All capitalized terms herein shall have the same meanings as those defined in Section II herein.

3. On or about January 7, 2025, Defendant became aware of unauthorized activity on its information systems and later determined that an unauthorized third party gained access to its information systems on or about December 15, 2024, and acquired files containing Plaintiffs' and Class Members' Private Information ("Data Breach").

4. Following the Data Breach, Defendant was named as a defendant in a number of class actions lawsuits filed in federal and state courts in Missouri and Kansas. The various Plaintiffs' claims arise from the Data Breach, and include, without limitation, claims for negligence, negligence *per se*, breach of implied contract, unjust enrichment, invasion of privacy, breach of fiduciary duty, and violations of the Missouri Merchandising Practices Act.

5. The Parties decided to explore early resolution of the Action and scheduled a mediation with an experienced class action mediator, Thomas V. Bender of Horn Aylward & Bandy, LLC.

6. Prior to mediation, Plaintiffs obtained informal discovery from Defendant related to, among other things, the class size, the specific type of information potentially disclosed, and the available insurance coverage applicable to the Action.

7. The Parties then engaged mediation with Mr. Bender on June 24, 2025. The mediation was mostly a success, resulting in agreement in principle on the majority of issues. The Parties then continued negotiating to resolve the remaining issues over the course of the next few days.

8. The Parties now agree to settle the Action entirely, without any admission by Defendant of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendant has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the Complaint and the Data Breach as it relates to Defendant,

and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to its business operations associated with further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in the Complaint, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement. Plaintiffs enter into this Agreement to recover on the claims asserted in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiffs do not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiffs, Defendant, and all Settlement Class Members.

**NOW, THEREFORE**, in light of the foregoing, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows.

## **II. Definitions**

9.     **“Action”** means the above-captioned action, *S.W., et al. v. Sunflower Medical Group, P.A.*, Case No. 2516-CV22364, filed in the Circuit Court of Jackson County, Missouri at Independence.

10.    **“Application for Attorneys’ Fees, Costs, and Service Awards”** means the application seeking Class Counsel’s attorneys’ fees and reimbursement for costs and Service Awards for the Class Representatives.

11.    **“Cash Payment A – Documented Losses”** means reimbursement for documented losses and/or expenses incurred as a result of the Data Breach up to \$5,000 per Settlement Class

Member with a total aggregate cap of \$300,000 on Cash Payment A and Cash Payment B.

12.     **“Cash Payment B – Alternative Cash Payment”** means a flat cash payment, in the alternative to Cash Payment A, estimated to be \$10. This alternative cash payment will increase or decrease on a *pro rata* basis to exhaust the \$300,000 cap on cash payments.

13.     **“Claimant”** means a Settlement Class Member who submits a valid Claim Form.

14.     **“Claim Form”** means the proof of claim, substantially in the form attached hereto as *Exhibit 3* which may be modified as necessary subject to the Parties’ approval.

15.     **“Claim Process”** means the process by which Claimants or Settlement Class Members submit Claims to the Settlement Administrator for the election of Settlement Class Member Benefits.

16.     **“Claim Form Deadline”** or **“Claims Deadline”** mean the date that is one hundred and twenty (120) days from the date the Notice Program commences, and the last day by which a Claim Form may be submitted to the Settlement Administrator for a Settlement Class Member to be eligible for a Settlement Class Member Benefit.

17.     **“Class Counsel”** means the following: 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.

18.     **“Class List”** means the list of Settlement Class Members prepared by Defendant using information in Defendant’s records and provided to the Settlement Administrator by Defendant for Notice. The Class List shall include the Settlement Class Members’ names and postal addresses where known and/or as reflected in Defendant’s business records. Defendant shall ensure that the addresses in the Class List are the most up-to-date known to Defendant, including by conferring with Defendant’s counsel who were involved in Defendant’s data breach incident

response to ensure the addresses represent the final known addresses after any advances searches were performed when mailing data breach notification letters. Defendant has represented that the Class Size is approximately 255,734.

19. **“Class Representatives”** means those Plaintiffs that sign this Agreement.
20. **“Court”** means the Circuit Court for Jackson County, Missouri at Independence.
21. **“Credit Monitoring”** means two years of CyEx Medical Shield Complete, which Settlement Class Members may elect as part of their Settlement Class Member Benefit.
22. **“Data Breach”** means the unauthorized access to Defendant’s information systems that it discovered on or about January 7, 2024.
23. **“Effective Date”** means the day after the entry of the Final Approval Order, provided no objections are made to the Settlement. If there are objections to the Settlement, then the Effective Date shall be the later of (a) thirty (30) days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order, or (b) if appeals are taken from the Final Approval Order, then the earlier of thirty (30) days after the last appellate court ruling affirming the Final Approval Order or thirty (30) days after the entry of a dismissal of the appeal.
24. **“Final Approval”** means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order, substantially in the form attached to the Motion for Final Approval.
25. **“Final Approval Hearing”** means the hearing held before the Court wherein the Court will consider granting Final Approval of the Settlement and the Application for Attorney’s Fees, Costs, and Service Awards.
26. **“Final Approval Order”** means the final order the Court enters granting Final Approval of the Settlement. The proposed Final Approval Order shall be in a form agreed upon by

the Parties and shall be substantially in the form attached as an exhibit to the Motion for Final Approval. "Final Approval Order" also includes the orders, which may be entered separately, determining the amount of attorneys' fees and costs awarded to Class Counsel and/or Service Awards to the Class Representatives.

27. **"Defendant"** means Sunflower Medical Group, P.A., the defendant in the Action.
28. **"Defendant's Counsel"** means Mark A. Olthoff and Courtney P. Klaus of Polsinelli.
29. **"Long Form Notice"** means the long form notice of the Settlement, substantially in the form attached hereto as *Exhibit 2*, that shall be posted on the Settlement Website and shall be available to Settlement Class Members by mail on request made to the Settlement Administrator.
30. **"Motion for Final Approval"** means the motion that Plaintiffs and Class Counsel shall file with the Court seeking Final Approval of the Settlement.
31. **"Motion for Preliminary Approval"** means the motion that Plaintiffs shall file with the court seeking Preliminary Approval of the Settlement.
32. **"Notice"** means the Postcard Notice and Long Form Notice that Plaintiffs will ask the Court to approve in connection with the Motion for Preliminary Approval.
33. **"Notice Commencement Date"** means the date by which the Settlement Administrator shall commence the Notice Program, and which shall be no later than thirty (30) days following entry of the Preliminary Approval Order. The Notice Commencement Date shall be used for the purpose of calculating the Claims Deadline, the Opt-Out Deadline, the Objection Deadline, and all other deadlines that flow from the Notice Commencement Date.
34. **"Notice Completion Date"** means the date by which the Settlement Administrator

shall complete the Notice Program, which shall be no later than forty-five (45) days following entry of the Preliminary Approval Order.

35.     **“Notice Program”** means the methods provided for in this Agreement for giving Notice to the Settlement Class and consists of the Postcard Notice and Long Form Notice, along with the Settlement Website and the toll-free telephone line.

36.     **“Notice of Deficiency”** means the notice sent by the Settlement Administrator to a Settlement Class member who has submitted an invalid Claim.

37.     **“Objection Period”** means the period that begins the day after the earliest day on which the Notice is first distributed, and that ends no later than sixty (60) days thereafter.

38.     **“Opt-Out Period”** means the period that 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.

39.     **“Party”** means each of the Plaintiffs and Defendant, and “Parties” means Plaintiffs and Defendant, collectively.

40.     **“Private Information”** means some combination of Settlement Class Members’ information that was affected by the Data Breach, which may have included names, Social Security numbers, dates of birth, addresses, driver’s license numbers, medical information, and health insurance information.

41.     **“Plaintiffs”** means all named Plaintiffs in the Action.

42.     **“Postcard Notice”** means the double-sided postcard notice with a tear-off claim form, substantially in the form attached hereto as *Exhibit 1*, that the Settlement Administrator shall disseminate to Settlement Class Members by U.S. mail.

43.     **“Preliminary Approval”** means the preliminary approval of the Settlement, which

occurs when the Court enters the Preliminary Approval Order.

44.     **“Preliminary Approval Order”** means the order preliminarily approving the Settlement and proposed Notice Program, substantially in the form attached hereto as ***Exhibit 4***.

45.     **“Releases”** means the releases and waiver set forth in Section XIII of this Agreement.

46.     **“Released Claims”** means any and all actual, potential, filed or unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected claims, demands, liabilities, rights, causes of action, damages, punitive, exemplary or multiplied damages, expenses, costs, attorneys’ fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, joint or several, of every nature and description whatsoever, based on any federal, state, local, statutory or common law or any other law, against the Released Parties, or any of them, arising out of or relating to actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act relating to the Data Breach.

47.     **“Released Parties”** means Defendant and Defendant’s past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, joint ventures, partners, principals, officers, directors, shareholders, members, agents, employees, attorneys, insurers, reinsurers, benefit plans, predecessors, successors, managers, administrators, executors, and trustees.

48.     **“Releasing Parties”** means Plaintiffs and Settlement Class Members and their respective past, present, and future heirs, beneficiaries, conservators, executors, estates, administrators, assigns, agents, accountants, financial and other advisors, and any other representatives of any of these persons and entities.

49.     **“Service Awards”** means the payments the Court may award the Plaintiffs who sign this Agreement for serving as Class Representatives.

50.     **“Settlement Administrator”** means Simpluris.

51.     **“Settlement Administration Costs”** means all costs and fees of the Settlement Administrator regarding Notice and Settlement administration.

52.     **“Settlement Class”** means “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.

53.     **“Settlement Class Member”** means any member of the Settlement Class who has not opted out of the Settlement.

54.     **“Settlement Class Member Benefit”** means the Cash Payment and/or Credit Monitoring, elected by Settlement Class Members.

55.     **“Settlement Website”** means the website the Settlement Administrator will establish as a means for Settlement Class Members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to this Agreement, the Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval, Motion for Attorneys’ Fees, Costs, and Service Awards, and the Final Approval Order, as well as any other documents as the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable for at least four months after Final Approval.

56. “**Valid Claim**” means a Claim Form submitted by a Settlement Class Member that is (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) returned via mail and postmarked by the Claim Form Deadline; and (e) determined to be valid by the Settlement Administrator. The Settlement Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement Administrator’s Notice of Deficiency may result in a determination that the Claim is not a Valid Claim.

### **III. Certification of the Settlement Class**

57. In the Motion for Preliminary Approval, Plaintiffs shall propose and request to the Court that the Settlement Class be certified for Settlement purposes only. Defendant agrees solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that this case shall proceed as a class action; provided however, that if a Final Approval Order is not issued, then any certification shall be null and void and, for the avoidance of doubt, Defendant shall retain all rights to object to any future requests to certify a class. Plaintiffs and Class Counsel shall not reference this Agreement in support of any subsequent motion for class certification of any class in the Action in such event.

### **IV. Settlement Consideration**

58. When submitting a Claim, Settlement Class Members may elect to receive either Cash Payment A – Documented Losses or Cash Payment B – Alternative Cash Payment. Settlement Class Members may also elect to receive Credit Monitoring in accordance with the terms of this section. If a Settlement Class Member does not submit a Valid Claim, the Settlement

Class Member will release their claims against the Released Parties without receiving a Settlement Class Member Benefit.

59. All Claims determined to be Valid Claims shall be paid in full by Defendant up to a cap of \$1,200,000.00, inclusive of all Settlement Class relief (including Claims, Credit Monitoring, attorneys' fees and costs for all Plaintiffs' Counsel, Service Award payments, and Settlement Administration Costs). If the total of Valid Claims, cost of Credit Monitoring, attorneys' fees and costs, Service Award payments, and Settlement Administration Costs exceeds the cap, the class relief shall be reduced *pro rata*, with the order of priority for payments to be valid claims for Cash Payment A followed by valid claims for Cash Payment B. If the total of Valid Claims, cost of Medical Monitoring, attorneys' fees and costs, Service Award payments, and Settlement Administration Costs exceeds the cap, valid claims for Cash Payment B shall be increased *pro rata* until the cap is reached. No additional amounts shall be due or owed by Defendant to fund the Settlement.

**a. Cash Payment A – Documented Losses**

When submitting a Claim, Settlement Class Members may elect to receive a cash payment under this section for up to \$5,000.00 for Documented Losses and Expenses. Claims for Cash Payment A – Documented Losses (1) must be supported with third-party documentation if, (2) the loss or expense must be an actual, documented, and unreimbursed monetary loss or expense; (3) the loss or expense was reasonably caused by the Data Breach; (4) the loss or expense was incurred after the date of the Data Breach; and (5) the loss or expense was not already covered by one or more of the other reimbursement categories or other reimbursed by a third party. The necessary documentation must be from a third-party source. The categories of reimbursable expenses and losses include, but are not limited to, financial losses (e.g., unreimbursed fraud);

bank fees; postage; copying; travel costs; and notary fees related to addressing the misuse of the Class Members' Social Security number or date of birth; fees for credit repair services; and costs for additional credit reports, credit monitoring, or other identity theft insurance products.

i. If a Settlement Class Member does not submit reasonable documentation supporting a loss, or if the Settlement Administrator rejects for any reason the Settlement Class Member's Claim to receive Cash Payment A, and the Settlement Class Member fails to cure the Claim, the Claim for Cash Payment A will be rejected and the Settlement Class Member will automatically qualify to receive Cash Payment B – Alternative Cash Payment.

**b. Cash Payment B – Alternative Cash Payment**

As an alternative to Cash Payment A above, Settlement Class Members may submit a Claim for an alternative cash payment of approximately \$10.00 per Settlement Class Member, which is subject to *pro rata* increase or decrease depending upon the number of Valid Claims submitted. Class Members who make claims for Cash Payment B may additionally make claims for Credit Monitoring.

**c. Credit Monitoring**

In addition to Cash Payments, all Settlement Class Members will receive two years of CyEx Medical Shield Complete. This Medical Monitoring has a value of approximately \$15.00 per month per Settlement Class Member.

**d. Business Practice Changes**

Upon request, Defendant shall provide Class Counsel with a confidential declaration regarding additional cybersecurity safeguards it implemented to reasonably mitigate the risk of another data breach.

## **V. Settlement Approval**

60. Class Counsel will use best efforts to submit the Motion for Preliminary Approval to the Court within thirty (30) days of the Complaint's filing.

61. The Motion for Preliminary Approval shall, among other things, request the Court (a) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (b) provisionally certify the Settlement Class for settlement purposes only; (c) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (d) approve the Claim Form and Claim Process; (e) approve the procedures for Settlement Class Members to opt-out of the Settlement or for Settlement Class Members to object to the Settlement; (f) appoint Class Counsel for Settlement purposes; (g) appoint the Plaintiffs who sign this Agreement as Class Representatives; (h) appoint Simpluris as the Settlement Administrator; (i) stay the Action pending Final Approval of the Settlement; and (j) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendant's Counsel.

## **VI. Settlement Administrator**

62. The Parties agree that, subject to Court approval, Simpluris shall be the Settlement Administrator. Class Counsel shall oversee the Settlement Administrator.

63. The Settlement Administrator will be responsible for administering all aspects of the Settlement Agreement, including processing Claims and distributing Settlement Class Member Benefits.

64. All Settlement Administration Costs, including, without limitation, the fees and expenses of the Settlement Administrator, shall be paid, or caused to be paid, by Defendant separately and directly to the Settlement Administrator.

65. The Settlement Administrator shall fulfill the requirements set forth in the

Preliminary Approval Order and the Agreement and comply with all applicable laws, including, but not limited to, the Due Process Clause of the United States Constitution.

66. The Settlement Administrator shall administer all aspects of the Settlement as described in the following paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program, handling the Claims Process, and distributing the Settlement Class Member Benefits to those who submit Valid Claims.

67. The Settlement Administrator's duties include the following:

- a. Complete the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice and sending out Long Form Notices and paper Claim Forms upon request from Settlement Class Members, reviewing Claim Forms, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending Settlement Class Member Benefits to Settlement Class Members who submit a Valid Claim;
- b. Establish and maintain a post office box to receive opt-out requests, objections, and Claim Forms from Settlement Class Members;
- c. Establish and maintain the Settlement Website to provide important information and to receive electronic Claim Forms;
- d. Establish and maintain an automated toll-free telephone line with live agents for Settlement Class Members to call with Settlement-related inquiries, and answer the frequently asked questions of Settlement Class Members who call with or otherwise communicate such inquiries, including whether they are Class Members and what their Class Member ID's are;
- e. Respond to any mailed Settlement Class Member inquiries;

- f. Process all opt-out requests from Settlement Class Members;
- g. Provide weekly reports to Class Counsel and Defendant's Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notices of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;
- h. In advance of the Final Approval Hearing, prepare a declaration confirming the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, providing the names of each Settlement Class Member who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;
- i. Distribute Cash Payments to Settlement Class Members who submit Valid Claims electing Cash Payment A and/or Cash Payment B;
- j. Send Credit Monitoring redemption codes to all Settlement Class Members and provide instruction on how to activate those redemption codes;
- k. Any other Settlement administration function at the instruction of Class Counsel and Defendant's Counsel, including, but not limited to, verifying that Settlement Class Member Benefits have been properly distributed.

## **VII. Notice to the Settlement Class, Opt-Out Procedures, and Objection Procedures**

- 68. Defendant will make available to Class Counsel and the Settlement Administrator the Class List no later than ten (10) days after entry of the Preliminary Approval Order. To the extent necessary, Defendant will cooperate with updating the Class List to accomplish the Notice Program and otherwise administer the Settlement.

69. Within thirty (30) days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program provided herein, using the forms of Notice approved by the Court.

70. Direct Notice will be provided through a single Postcard Notice. Postcards will be sent via U.S. Mail. The Postcard Notice shall include, among other information, the following: a description of the material terms of the Settlement; how to submit a Claim Form; the Claim Form Deadline; the last day of the Opt-Out Period for Settlement Class Members to opt-out of the Settlement Class; the last day of the Objection Period for Settlement Class Members to object to the Settlement and/or the Application for Attorneys' Fees, Costs, and Service Awards; the Final Approval Hearing date; and the Settlement Website address at which Settlement Class Members may access this Agreement and other related documents and information. Class Counsel shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

71. No later than ten (10) days after receiving a funding invoice from the Settlement Administrator, Defendant shall pay or cause to be paid to the Settlement Administrator the funds necessary to pay for the printing costs and costs of transmitting Notice to the Settlement Class. The Settlement Administrator must submit an invoice to Defendant within five (5) days after entry of the Preliminary Approval Order to recover reasonable costs associated with printing and transmitting Notice, and provide Defendant with ACH/wire instructions for payment. Defendant shall direct payment of the amount invoiced to the Settlement Administrator. The timing set forth

in this provision is contingent upon the receipt of a W-9 from the Settlement Administrator within five (5) days of the date that the Preliminary Approval Order is entered. If Defendant does not receive this information by five (5) days after the date the Preliminary Approval Order is entered, the payments specified by this paragraph shall be made within ten (10) days after Defendant receives this information. Payment of the remaining costs of Notice and Settlement Administration Costs shall be made within thirty-five (35) days of the Effective Date. The Settlement Administrator must submit an invoice to Defendant for payment of all remaining Notice and Settlement Administration Costs within five (5) days of the Effective Date.

72. The Settlement Administrator shall establish the Settlement Website no later than the day before the Notice Program is initiated. The Settlement Administrator shall ensure the Settlement Website makes available the Court-approved online Claim Form that can be submitted directly on the Settlement Website or in printable version that can be sent by U.S. Mail to the Settlement Administrator.

73. The Long Form Notice shall also include a procedure for Settlement Class Members to opt-out of the Settlement Class. A Settlement Class member may opt-out of the Settlement Class at any time during the Opt-Out Period by mailing a request to opt-out 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.

74. The Long Form Notice also shall include a procedure for Settlement Class Members to object to the Settlement and/or Motion for Attorneys' Fees, Costs, and Service Awards. 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. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label. Combined, joint, collective, or aggregate objections shall not be valid.

75. For an objection to be considered by the Court, the objection must also set forth the following:

- a. the objector's full name, mailing address, telephone number, and email address (if any);
- b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- c. the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;

- d. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or the 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).

76. Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel.

77. The Settlement Administrator will perform an advanced address lookup to ensure up-to-date mailing addresses are being used when sending Postcard Notices to the Settlement Class. If the Settlement Administrator receives notices that Postcard Notices were not delivered, the Settlement Administrator will perform a skip trace and remail Notice to an updated mailing address. No later than thirty (30) days before the original date set for the Final Approval Hearing, the Settlement Administrator shall complete the re-mailing of Postcard Notice to those Settlement Class Members whose new addresses were identified as of that time through address traces.

### **VIII. Claims Process and Disbursement of Cash Payments**

78. The Notice and the Settlement Website will explain to Settlement Class Members that they may be entitled to a Settlement Class Member Benefit and how to submit a Claim Form.

79. Claim Forms may be submitted online through the Settlement Website or through U.S. Mail by sending them to the Settlement Administrator at the address designated on the Claim Form.

80. The Settlement Administrator shall collect, review, and address each Claim Form received to determine whether the Claim Form meets the requirements set forth in this Settlement and is thus a Valid Claim. The Settlement Administrator shall examine the Claim Form before designating the Claim as a Valid Claim to determine that the information on the Claim Form is reasonably complete. The Settlement Administrator shall have the sole authority to determine whether a Claim by any Claimant is a Valid Claim.

81. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate or fraudulent claims. No Settlement Class Member may submit more than one Claim Form. The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class Member. The Settlement Administrator shall use its best efforts to determine whether there is any duplication of claims, and if there is, contact the Settlement Class Member in an effort to determine which Claim Form is the appropriate one for consideration.

82. The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the Claim process. The Settlement Administrator may, in its discretion, deny in whole or in part any Claim Form to prevent actual or possible fraud or abuse. By agreement, the Parties can instruct the Settlement Administrator to take whatever steps it deems appropriate if the Settlement

Administrator identifies actual or possible fraud or abuse relating to the submission of claims, including, but not limited to, denying in whole or in part any Claim to prevent actual or possible fraud or abuse. If any fraud is detected or reasonably suspected, the Settlement Administrator and Parties may require information from the Claimant or deny the Claim, subject to the supervision of the Parties and ultimate oversight by the Court.

83. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Settlement Class Member of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Settlement Class Member using the contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the Claimant's physical or e-signature. A Settlement Class Member shall have until the Claim Form Deadline, or fifteen (15) days from the date the Notice of Deficiency is sent via mail and postmarked or sent via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Settlement Class Member timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Settlement Class Member does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendant's Counsel and Class Counsel otherwise agree. If the Settlement Administrator denies a claim for Cash Payment A – Documented Losses, then the

Settlement Administrator shall consider the claim to be a Valid Claim for Cash Payment B – Alternative Cash Payment, unless another reason to deny the claim exists under the terms of this Settlement Agreement.

84. When a good faith basis exists, the Settlement Administrator may reduce or reject a Claim for the following reasons, among others:

- a. Failure to fully complete and/or sign the Claim Form;
- b. Illegible Claim Form;
- c. The Claim Form is fraudulent;
- d. The Claim Form is duplicative of another Claim Form;
- e. The Claimant is not a Settlement Class Member;
- f. The Claimant submitted a timely and valid request to opt-out of the Settlement Class;
- g. The person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted;
- h. Failure to submit a Claim Form by the Claim Form Deadline; and/or
- i. The Claim Form otherwise does not comply with the requirements of this Settlement.

85. The Settlement Administrator's reduction or denial of a Claim is final, subject to the following dispute resolution procedures:

- a. The Settlement Administrator shall have thirty (30) days from the Claim Form Deadline to approve or reject Claims based on findings of fraud or duplication.
- b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this paragraph.

c. If a Claim is rejected for fraud or duplication, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Class Counsel and Defendant's Counsel shall be provided with copies of all such notifications to Claimants.

d. The Settlement Administrator's determination as to whether to approve, deny, or reduce a Claim shall be final and binding.

86. The Settlement Administrator shall provide all information gathered in investigating Claims, including but not limited to copies of all correspondence and all notes of the Settlement Administrator, the decision reached, and all reasons supporting the decision, if requested by Class Counsel or Defendant's Counsel. Additionally, Class Counsel and Defendant's Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice. Any such information shall be treated as confidential by the Settlement Administrator and Parties.

87. No person or entity shall have any claim against Defendant, Defendant's Counsel, Plaintiffs, the Settlement Class, Class Counsel, and/or the Settlement Administrator based on any eligibility determinations, distributions, or awards made in accordance with this Settlement.

88. Within fifteen (15) days after the Claim Form Deadline, the Settlement Administrator will determine whether the Cash Payment – B needs to be increased or decreased on a *pro rata* basis.

89. The Settlement Administrator must submit a funding invoice to Defendant for payment of all Valid Claims within fifteen (15) days of the Effective Date as defined herein or as soon as all Claim deficiencies are resolved via the Dispute Resolution process set forth in ¶ 85, whichever occurs later. Defendant shall pay or cause to be paid to the Settlement Administrator

the invoiced amount of all Valid Claims within fifteen (15) days of receipt of the funding invoice.

90. No later than thirty (30) days after the Effective Date or as soon as all claim deficiencies are resolved via the Dispute Resolution procedure set forth in ¶ 85 whichever is later, the Settlement Administrator shall distribute the Settlement Class Member Benefits.

91. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check. The Claim Form shall give Settlement Class Members the option to select electronic payment. In the event a Settlement Class Member does not make an election or there is a problem with issuance of an electronic payment, a paper check will be sent to the Settlement Class Member's last known address. Settlement Class Members shall have ninety (90) days to select their form of payment following such email from the Settlement Administrator. Paper checks must be negotiated within ninety (90) days of issuance. In the event the Settlement Administrator is unable to distribute funds to the person or persons entitled to receive them due to incorrect or incomplete information provided to the Settlement Administrator, the funds shall revert to Defendant, and the Settlement Class Member shall forfeit their right to the funds.

92. All Settlement Class Members will receive a code to enroll in Credit Monitoring. That code will not become active until after Final Approval is granted. Class Members who wish to receive a reminder about activating their Credit Monitoring code shall provide the Settlement Administrator with their email address. The Settlement Administrator will send an email to Settlement Class Members who provide their email addresses with a reminder to activate their Credit Monitoring after final approval is granted.

## **IX. Final Approval Order and Final Judgment**

93. Plaintiffs 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. At the Final Approval Hearing, the

Court will hear argument on Plaintiffs' Motion for Final Approval and Motion for Attorneys' Fees, Costs, and Service Awards. In the Court's discretion, the Court will also hear argument at the Final Approval Hearing from any Settlement Class Member (or their counsel) who objects to the Settlement and/or to the Motion for Attorneys' Fees, Costs, and Service Awards, provided the objectors submitted timely objections that meet all of the requirements listed in this Agreement.

94. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and final judgment thereon, and whether to grant Plaintiffs' Motion for Attorneys' Fees, Costs, and Service Awards. Such proposed Final Approval Order shall effectuate the following, among other things:

- a. Determine that the Settlement is fair, adequate and reasonable;
- b. Finally certify the Settlement Class for settlement purposes only;
- c. Determine that the Notice Program satisfies Due Process requirements;
- d. Affirm its appointment of Class Representatives and Class Counsel;
- e. Determine whether to grant Plaintiffs' Motion for attorneys' fees and Service Awards;
- f. Bar and enjoin all Releasing Parties from asserting or otherwise pursuing any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;
- g. Release Defendant and the Released Parties from the Released Claims; and
- h. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendant, Plaintiffs, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance

with its terms.

**X. Attorneys' Fees and Costs; Service Awards**

95. ***Service Awards*** – In recognition of the time and effort Class Representatives expended in pursuing this Action and in fulfilling their obligations and responsibilities to the Class, and of the relief conferred on all Settlement Class Members by the Settlement, Class Counsel shall request a Service Award for Class Representatives in the amount not to exceed \$1,300.00 each. Defendant will not oppose Plaintiffs' request for Service Awards to the extent they do not exceed this amount. Defendant moreover will not object to Plaintiffs' appointment as Class Representatives.

96. The Parties did not discuss Plaintiffs' request for Service Awards until after the substantive terms of the Settlement had been agreed upon.

97. Within fifteen (15) days of receipt of a funding request invoice from the Settlement Administrator after the Effective Date as defined herein, Defendant shall pay or cause to be paid the Court-approved amount of Service Awards to the Settlement Administrator.

98. ***Attorneys' Fees and Costs*** – Plaintiffs will move the Court for an order awarding reasonable attorneys' fees and litigation costs, up to a total of \$600,000.00. Defendant will not oppose Plaintiffs' Motion for Attorneys' Fees and Costs to the extent it does not exceed that amount.

99. Within fifteen (15) days of receipt of a funding request invoice from the Settlement Administrator after the Effective Date as defined herein, Defendant shall pay or cause to be paid the Court-approved amount of attorneys' fees and costs to the Settlement Administrator.

100. The Parties did not discuss the payment of attorneys' fees, costs, and/or expenses until after the substantive terms of the Settlement had been agreed upon.

101. This Settlement is not contingent on approval of the Application for Attorneys'

Fees, Costs, and Service Awards, and if the Court denies the request or grants amounts less than what was requested, the remaining provisions of the Agreement shall remain in force. No order of the Court or modification or reversal or appeal of any order of the Court concerning the amounts of the attorneys' fees and costs and/or Service Awards shall constitute grounds for cancellation or termination of the Settlement.

## **XI. Releases**

102. Upon the Effective Date, and in consideration of the Settlement relief and other consideration described herein, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished, and completely discharged the Released Parties from any and all Released Claims, including but not limited to any federal or state statutory or common law claims arising out of or relating to the Data Incident that the Releasing Parties may have or had. Each Party expressly waives all rights under California Civil Code section 1542, which provides as follows:

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

The Releasing Parties also waive the provisions and rights of any law(s) that are comparable in effect to California Civil Code section 1542 (including, without limitation, California Civil Code § 1798.80, *et seq.*, Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11). The Releasing Parties agree that, once this Agreement is executed, they will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, arbitration, or similar proceeding, in any capacity whatsoever, against any of the

Released Parties based on any of the Released Claims.

103. Settlement Class Members who opt-out of the Settlement prior to the end of the Opt-Out Period do not release their claims and will not obtain any benefits, including any Settlement Class Member Benefits, under the Settlement.

104. Upon the Effective Date (a) this Settlement shall be the exclusive remedy for any and all Released Claims of Plaintiffs and Settlement Class Members; and (b) Plaintiffs and Settlement Class Members stipulate to be and shall be permanently barred and enjoined by Court order from initiating, asserting, or prosecuting any Released Claim against the Released Parties, whether on behalf of Plaintiffs, any Settlement Class Member or others, in any jurisdiction, including in any federal, state, or local court or tribunal.

105. The power to enforce any term of this Settlement is not affected by the releases in this section.

## **XII. Termination of Settlement**

106. This Agreement shall be subject to, and is expressly conditioned on, the occurrence of all the following events:

- a. Court approval of the Settlement consideration set forth in Section IV and the Releases set forth in Section XI of this Agreement;
- b. The Court has entered the Preliminary Approval Order;
- c. The Court has entered the Final Approval Order, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and
- d. The Effective Date has occurred.

107. If any of the conditions specified in the preceding paragraph are not met, or if the Court otherwise imposes any modification to or condition of approval of the Settlement to which

the Parties do not consent, then this Agreement shall be cancelled and terminated. Separately, at Defendant's election, if more than five percent (5%) of the Class membership opts out, then this Agreement is voidable.

108. In the event this Agreement is terminated or fails to become effective, then the Parties shall return to the *status quo ante* as if the Parties had not entered into this Agreement. 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, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

109. In the event this Agreement is terminated or fails to become effective, Defendant shall have no right to seek from Plaintiffs, Class Counsel, or the Settlement Administrator the Settlement Administration Costs already paid.

### **XIII. Effect of Termination**

110. The grounds upon which this Agreement may be terminated are set forth in Section XII. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiffs', Class Counsel's, Defendant's, and Defendant's Counsel's obligations under the Settlement shall cease to be of any force and effect; and the Parties shall return to the *status quo ante* as if the Parties had not entered into this Agreement. In the event of such a termination, all the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.

111. In the event the Settlement is terminated in accordance with the provisions of this Agreement, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

#### **XIV. No Admission of Liability**

112. This Agreement reflects the Parties' compromise and settlement of disputed claims. This Agreement shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law. Defendant has denied and continues to deny each of the claims and contentions alleged in the Complaint. Defendant does not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Defendant has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action.

113. Class Counsel believe the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Action. Class Counsel fully investigated the facts and law relevant to the merits of the claims, conducted discovery, and conducted independent investigation of the alleged claims. Class Counsel concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class Members.

114. This Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties in connection with the negotiations of this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

115. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement (a) 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 the Plaintiffs or Settlement Class Members, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency, or other tribunal.

116. In addition to any other defenses Defendant or the Released Parties may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to and may be used as the basis for an injunction against, any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement or the Releases contained herein.

#### **XV. Miscellaneous Provisions**

117. ***Confidentiality.*** To the extent permitted by ethics rules, the Parties and their counsel shall keep confidential all settlement communications, including communications regarding the negotiation and drafting of this Agreement. The Parties will not make any public statement about the Settlement that has not been approved by the other side, except as required or authorized by law. Approval of any proposed public statement of the other side will not be unreasonably withheld. The Parties will cooperate with each other regarding public statements about the Settlement and may issue a joint statement/press release if they mutually agree to do so. This paragraph shall not be construed to limit or impede the Notice requirements contained in this Agreement, nor shall this paragraph be construed to prevent Class Counsel or Defendant's Counsel from notifying or explaining that the Action has settled or limit the representations that the Parties or their counsel may make to the Court to assist in the Court's evaluation of the Settlement, Preliminary Approval, Final Approval, and any objection to the Settlement's terms. Defendant may also provide information about the Agreement to its customers, attorneys, shareholders, officers, directors, members, partners, insurers, brokers, accountants, agents, and other persons or

entities as required by securities laws, tax laws, other applicable laws and regulations, and as necessary to effect the Settlement. Nothing in this provision shall be construed to prevent Class Counsel from including the Settlement in a list of comparable settlements for future settlement negotiations or from listing this Settlement on their firm websites, though such uses must be limited to (a) counsel's role in this action, and (b) the monetary settlement benefits provided for herein.

118. ***Gender and Plurals.*** As used in this Agreement, the masculine, feminine, or neutral gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

119. ***Binding Effect.*** This Agreement shall be binding upon, and inure to and for the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

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

121. ***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 met and conferred in an attempt to resolve the dispute.

122. ***Integration and No Reliance.*** This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. This Agreement is executed without reliance on any covenant, agreement, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever have

been made by any Party hereto, except as provided for herein.

123. ***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.

124. ***Governing Law.*** Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of the State of Missouri, without regard to the principles thereof regarding choice of law.

125. ***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 Parties do not sign the same counterparts.

126. ***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 also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of the agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Court shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining all Releasing Parties from asserting any of the Released Claims and from pursuing any Released Claims against the Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order.

127. ***Notices.*** All notices provided for herein shall be sent by email, as follows:

a. If to Plaintiffs or Class Counsel:

Maureen Brady  
McShane & Brady

4006 Central Street  
Kansas City, MO 64111  
Tel: (816) 888.8010  
mbrady@mcshanebradylaw.com

David K. Lietz  
Milberg Coleman Bryson  
Phillips Grossman, PLLC  
5335 Wisconsin Avenue NW, Suite 440  
Washington, D.C. 20015-2052  
Telephone: (866) 252-0878  
Facsimile: (202) 686-2877  
dlietz@milberg.com

J. Gerard Stranch, IV  
Grayson Wells  
Stranch, Jennings & Garvey, PLLC  
The Freedom Center  
223 Rosa L. Parks Avenue, Suite 200  
Nashville, TN 37203  
gstranch@stranchlaw.com  
gwell@stranchlaw.com

Raina Borrelli  
Strauss Borrelli PLLC  
980 N. Michigan Avenue, Suite 1610  
Chicago, IL 60611  
Tel: (872) 263-1100  
raina@straussborrelli.com

b. If to Defendant or Defendant's Counsel:

Mark A. Olthoff  
Courtney P. Klaus  
Polsinelli PA  
900 W. 48th Place, Suite 900  
Kansas City, MO 64112  
Tel: (816) 753-1000  
molthoff@polsinelli.com  
cklaus@polsinelli.com

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

Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received because of the Notice Program.

128. ***Modification and Amendment.*** This Agreement may not be amended or modified, except by a written instrument signed by Class Counsel and Defendant's Counsel and, if the Settlement has been approved preliminarily by the Court, as approved by the Court.

129. ***No Waiver.*** The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

130. ***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 the terms and provisions of this Agreement.

131. ***Agreement Mutually Prepared.*** Neither Plaintiffs nor Defendant shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, common law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

132. ***Independent Investigation and Decision to Settle.*** The Parties understand and acknowledge (a) that they have performed an independent investigation of the allegations of fact and law made in connection with the Action; and (b) that even if they may hereafter 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 Action as reflected in this Agreement, it will not affect or in any respect limit the binding nature of this Agreement. All Parties recognize and acknowledge they reviewed and analyzed data that they used to make certain determinations, arguments, and settlement positions. The Parties agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. The Parties' intend to resolve their disputes in connection with the

Action pursuant to the terms of this Agreement now. Thus, in furtherance of the Parties' intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

133. ***Receipt of Advice of Counsel.*** Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement the Releases, and fully understands the effect of this Agreement and the Releases.

134. ***Dismissal of Lawsuits.*** Each Plaintiff shall dismiss without prejudice all pending lawsuits against the Defendant (other than the Action) arising out of the Data Breach on or before the Effective Date of the Settlement.

[signature pages follow]

## PLAINTIFFS

Shelby C. Weaver  
S.W.  
*Plaintiff*

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B.W.  
*Plaintiff*

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CARY COLLINS  
*Plaintiff*

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SAVANNAH CROWSON  
*Plaintiff*

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JOHN CRISP  
*Plaintiff*

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**DAVID MINDEMAN**  
*Plaintiff*

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DOUG CONRAD  
*Plaintiff*

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KAY JOHNSON  
*Plaintiff*

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BRYAN MANION  
*Plaintiff*

PLAINTIFFS

Shelby C. Weaver  
S.W.  
*Plaintiff*

\_\_\_\_\_  
B.W.  
*Plaintiff*

\_\_\_\_\_  
CARY COLLINS  
*Plaintiff*

\_\_\_\_\_  
SAVANNAH CROWSON  
*Plaintiff*

\_\_\_\_\_  
JOHN CRISP  
*Plaintiff*

\_\_\_\_\_  
DAVID MINDEMAN  
*Plaintiff*

Douglas J. Conrad  
DOUG CONRAD  
*Plaintiff*

\_\_\_\_\_  
KAY JOHNSON  
*Plaintiff*

\_\_\_\_\_  
BRYAN MANION  
*Plaintiff*

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COREY ORTON  
*Plaintiff*

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LISA COLE  
*Plaintiff*

---

CHARLESETTA JACKSON  
*Plaintiff*

---

CODY MURPHY  
*Plaintiff*

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TRACIE NASCA  
*Plaintiff*

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Kris Cole (Sep 9, 2025 11:10:38 CDT)

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T.K.  
*Plaintiff*

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ANNIE MALLORY  
*Plaintiff*

*Catalina Murillo-Lon*

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CATALINA MURILLO  
*Plaintiff*

---

COREY ORTON  
*Plaintiff*

---

LISA COLE  
*Plaintiff*



---

CHARLESETTA JACKSON  
*Plaintiff*

---

CODY MURPHY  
*Plaintiff*

---

TRACIE NASCA  
*Plaintiff*

---

T.K.  
*Plaintiff*

---

ANNIE MALLORY  
*Plaintiff*

---

CATALINA MURILLO  
*Plaintiff*

---

COREY ORTON

*Plaintiff*



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LISA COLE

*Plaintiff*

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CHARLESETTA JACKSON

*Plaintiff*

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CODY MURPHY

*Plaintiff*

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TRACIE NASCA

*Plaintiff*

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~~Karen~~ Sep 9, 2025 11:10:38 CDT  
T.K.

*Plaintiff*

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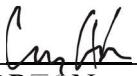
ANNIE MALLORY

*Plaintiff*

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CATALINA MURILLO

*Plaintiff*

  
COREY ORTON  
*Plaintiff*

LISA COLE  
*Plaintiff*

CHARLESETTA JACKSON  
*Plaintiff*

CODY MURPHY  
*Plaintiff*

TRACIE NASCA  
*Plaintiff*

Kris [redacted] Sep 9, 2025 11:10:38 CDT  
T.K.  
*Plaintiff*

ANNIE MALLORY  
*Plaintiff*

CATALINA MURILLO  
*Plaintiff*

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COREY ORTON  
*Plaintiff*

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LISA COLE  
*Plaintiff*

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CHARLESETTA JACKSON  
*Plaintiff*

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CODY MURPHY  
*Plaintiff*

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TRACIE NASCA  
*Plaintiff*

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Kris Cole (Sep 9, 2025 11:10:38 CDT)  
T.K.  
*Plaintiff*

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ANNA MALLORY (Sep 3, 2025 11:31:41 CDT)  
ANNIE MALLORY  
*Plaintiff*

---

CATALINA MURILLO  
*Plaintiff*

**PLAINTIFFS**

Shelby C. Weaver  
S.W.  
*Plaintiff*

\_\_\_\_\_  
B.W.  
*Plaintiff*

\_\_\_\_\_  
CARY COLLINS  
*Plaintiff*

\_\_\_\_\_  
SAVANNAH CROWSON  
*Plaintiff*

\_\_\_\_\_  
JOHN CRISP  
*Plaintiff*

\_\_\_\_\_  
DAVID MINDEMAN  
*Plaintiff*

\_\_\_\_\_  
DOUG CONRAD  
*Plaintiff*

Kay J.  
\_\_\_\_\_  
Kay Lynn Johnson (Sep 3, 2025 14:15:13 CDT)  
KAY JOHNSON  
*Plaintiff*

\_\_\_\_\_  
BRYAN MANION  
*Plaintiff*

**CLASS COUNSEL**

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MAUREEN BRADY

*Raina Borrelli*

---

RAINIA BORRELLI

---

DAVID LIETZ

---

J. GERARD STRANCH IV

*Co-Lead Counsel for Plaintiffs  
and the Settlement Class*

**DEFENDANT**

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By: \_\_\_\_\_

Its: \_\_\_\_\_

**DEFENDANT'S COUNSEL**

*Mark A. Olthoff* 8/28/25

By: Mark A. Olthoff

Its: Attorney \_\_\_\_\_

## CLASS COUNSEL

DocuSigned by:

Maureen Brady

9/3/2025 | 12:33 PM CDT

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MAUREEN BRADY

Signed by:

Raina Borrelli

9/3/2025 | 10:40 AM CDT

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RAINA BORRELLI

DocuSigned by:

David Lietz

9/8/2025 | 1:59 PM PDT

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DAVID LIETZ

Signed by:



9/3/2025 | 10:40 AM CDT

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J. GERARD STRANCH IV

*Co-Lead Counsel for Plaintiffs  
and the Settlement Class*

## DEFENDANT

By: \_\_\_\_\_

Its: \_\_\_\_\_

## DEFENDANT'S COUNSEL

By: Mark A. Olthoff \_\_\_\_\_

Its: Attorney \_\_\_\_\_

**CLASS COUNSEL**

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MAUREEN BRADY

---

RAINAH BORRELLI

---

DAVID LIETZ

---

J. GERARD STRANCH IV

*Co-Lead Counsel for Plaintiffs  
and the Settlement Class*

**DEFENDANT**

By: Anna Slattery DO  
Its: Vice President

**DEFENDANT'S COUNSEL**

---

By: Mark A. Olthoff \_\_\_\_\_  
Its: Attorney \_\_\_\_\_

# **EXHIBIT 1**

Sunflower Data Breach Settlement  
c/o Settlement Administrator  
P.O. Box \_\_\_\_\_  
Santa Ana, CA 92799-9958

First-Class  
Mail  
US Postage  
Paid  
Permit # \_\_\_\_\_

**S.W., et al. v. Sunflower Medical Group**  
Case No. 2516-CV22364

**IF YOU RECEIVED A NOTICE THAT YOUR  
PRIVATE INFORMATION WAS POTENTIALLY  
COMPROMISED IN THE DECEMBER 2024  
SUNFLOWER MEDICAL GROUP  
DATA BREACH, A PROPOSED CLASS ACTION  
SETTLEMENT MAY AFFECT YOUR RIGHTS,  
AND ENTITLE YOU TO BENEFITS  
AND A CASH PAYMENT.**

*A court has authorized this Notice.*

*This is not a solicitation from a lawyer.*

*You are not being sued.*

**«Barcode»**

Postal Service: Please do not mark barcode

Claim #: XXX- «LoginID» - «MailRec»

«First1» «Last1»

«Addr1» «Addr2»

«City», «St» «Zip»

«Country»

THIS NOTICE IS ONLY A SUMMARY.  
VISIT [WWW.\[SETTLEMENTWEBSITE\].COM](http://WWW.[SETTLEMENTWEBSITE].COM)  
OR SCAN THIS QR CODE  
FOR COMPLETE INFORMATION.



## Why am I receiving this notice?

A Settlement has been reached with Sunflower Medical Group, P.A. ("Sunflower") in a class action lawsuit. The case is about the December 2024 cyberattack on Sunflower's computers (the "Data Breach"). Files containing private information were accessed. Sunflower denies that it did anything wrong, and the Court has not decided who is right. The parties have agreed to settle the lawsuit ("Settlement") to avoid the risks, disruption, and uncertainties of continued litigation. A copy of the Settlement is available online.

## Who is included in the Settlement?

The Court has defined the class as: "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." In this definition "PII" means Personally Identifiable Information, and "PHI" means Protected Health Information.

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

## What are the Settlement benefits?

You can claim two years of **Medical Data Monitoring Services** and one of two **Cash Payment** options.

**OPTION 1:** If you have documented losses you can get back up to **\$5,000**. **OPTION 2:** instead of Option 1, you can get a one-time **\$10** payment.

Full details and instructions are available online.

## How do I receive a benefit?

If you are claiming a cash payment for documented losses, file 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 Sunflower for the claims made 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 attorneys' fees and costs of up to \$600,000, and \$1,300 for each of the Plaintiffs. You may attend the hearing at your own cost, but you do not have to.

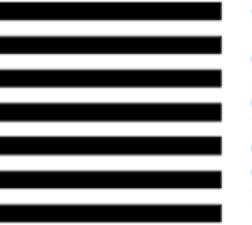
**BUSINESS REPLY MAIL**

FIRST-CLASS MAIL PERMIT NO. 47 COSTA MESA, CA

POSTAGE WILL BE PAID BY ADDRESSEE



NO POSTAGE  
NECESSARY  
IF MAILED  
IN THE  
UNITED STATES

A series of eight thick, black, horizontal lines, likely representing a horizontal postal barcode or a series of horizontal bars used for postal processing.

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



**Sunflower Data Breach Settlement**

«First1» «Last1»  
«Addr1» «Addr2»  
«City», «St» «Zip»

Complete this Claim Form, tear at perforation, and return by U.S.

Mail no later than **[Claims Deadline]**.

Login ID: «LoginID»

PIN: «PIN»

Only one Claim Form per Class Member.

**INSTRUCTIONS:** Use this card to submit your claim for Medical Data Monitoring Services, and/or a \$10.00 Alternative Cash Payment.

To claim a cash payments for documented losses, visit the settlement website at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com). To request a full paper Claim Form, call **1-XXX-XXX-XXXX**.

Check this box to enroll in one year of **Medical Data Monitoring Services**.

Check this box to claim a one-time \$10.00 **Alternative Cash Payment**.

How would you like to be paid:

Check one:  PayPal  Venmo  Zelle  Virtual Prepaid Card  Check (sent to above address)

For digital payment options, please PRINT your email address LEGIBLY on the line below and doublecheck that it is correct:

---

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

# **EXHIBIT 2**

## NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

*S.W., et al. v. Sunflower Medical Group, P.A.*

Case No. 2516-CV22364

Circuit Court for Jackson County, Missouri

**IF YOU RECEIVED A NOTICE THAT YOUR PRIVATE INFORMATION WAS  
POTENTIALLY COMPROMISED IN THE  
DECEMBER 2024 SUNFLOWER MEDICAL GROUP DATA BREACH  
A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS,**

*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 Sunflower Medical Group, P.A. (“Sunflower” or “Defendant”) in a class action lawsuit. This case is about the targeted cyberattack on Sunflower’s computer systems that occurred in December 2024 (the “Data Breach”). Certain files that contained private information were accessed. These files may have contained personal information such as names; Social Security numbers; dates of birth; addresses; driver’s license numbers; medical information; and health insurance information.
- The lawsuit is called *S.W., et al. v. Sunflower Medical Group, P.A.*, Case No. 2516-CV22364. It is pending in the Circuit Court for Jackson County, Missouri (the “Litigation”).
- Sunflower 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.
- Sunflower’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 Sunflower.
- 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
<b>SUBMIT A CLAIM</b>	<p>The only way to receive benefits from this Settlement is by submitting a valid and timely Claim Form.</p> <p>The fastest way to submit your Claim Form is online at <a href="http://www.[SettlementWebsite].com">www.[SettlementWebsite].com</a>. 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.</p>	_____, 2025
<b>OPT OUT OF THE SETTLEMENT</b>	You can choose to opt out of the Settlement and receive no 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.	_____, 2025
<b>OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING</b>	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.	_____, 2025
<b>DO NOTHING</b>	Unless you opt out of the Settlement, you are automatically part of the Settlement. If you do nothing, you will not receive benefits 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.

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## Basic Information

### **1. Why was this Notice issued?**

The Circuit Court for Jackson County, Missouri, 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 *S.W., et al. v. Sunflower Medical Group, P.A.*, Case No. 2516-CV22364. It is pending in the Circuit Court for Jackson County, Missouri. The people that filed this lawsuit are called the “Plaintiffs” (or “Class Representatives”) and the company they sued, Sunflower Medical Group, P.A., is called the “Defendant.”

### **2. What is this lawsuit about?**

This lawsuit alleges that, during the December 2024, targeted cyberattack on Sunflower's computer systems, certain files that contained private information were accessed. These files may have contained personal information such as names; Social Security numbers; dates of birth; addresses; driver's license numbers; medical information; and health insurance information.

### **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 called the “Plaintiffs” or “Class Representatives.” Together, the people included in the class action are called a “Class” or “Class Members.” One court resolves the lawsuit for all Class Members, except for those who opt out from the settlement. In this Settlement, the Class Representatives are S.W.; B.W.; Cary Collins; Savannah Crowson; John Crisp; David Mindeman; Doug Conrad; Kay Johnson; Bryan Manion; Corey Orton; Lisa Cole; Charlesetta Jackson; T.K.; by and through their legal guardian Cody Murphy; J.N. and L.N.; by and through their legal guardian Tracie Nasca; Annie Mallory, and Catalina Murillo-Long. Everyone included in this Action are the Class Members.

## 4. Why is there a Settlement?

The Court did not decide whether the Plaintiffs 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 Plaintiffs and their 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 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." In this definition "PII" means Personally Identifiable Information, and "PHI" means Protected Health Information.

## 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) Sunflower and its employees, officers, and directors (unless they received a data breach notice); (3) governmental entities; and (4) 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: Sunflower Data Breach 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?

Sunflower has agreed to provide a number of benefits for Class Members. All Class Members are eligible to enroll in two years of **Medical Data Monitoring Services** and **one** of two **Cash Payment** options:

### **OPTION 1:** Payment for Documented Losses

- Get up to \$5,000.00 back for documented losses

**OR**

### **OPTION 2:** Alternative Cash Payment.

- Receive a one-time \$10.00 cash payment

The benefits are explained in more detail below.

**MEDICAL DATA MONITORING SERVICES.** All Class Members are eligible to enroll in two years of **CyEx Medical Shield Complete**. This comprehensive service comes with \$1 million of medical identity theft insurance, and includes monitoring for:

- healthcare insurance ID exposure
- Medical Record Number (MRN) exposure
- unauthorized Health Savings Account (HSA) spending

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

**CASH PAYMENT OPTIONS.** You may claim **one** of the following two cash payment options. The Settlement includes a \$300,000.00 aggregate cap on all cash payments. This means that if the total amount of cash payment claimed is over \$300,000.00, everyone's payments will be reduced pro rata.

**Option 1: Cash Payment for Documented Losses.** If you incurred actual, documented out-of-pocket losses due to the Data Breach, you can get back up to **\$5,000.00**. The losses must have occurred between December 15, 2024, and [Claims Deadline].

This benefit covers 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

You need to 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.

**Option 2: Alternative Cash Payment.** Instead of Option 1, you may claim a one-time **\$10.00** cash payment. You do not have to provide any proof or explanation to claim this payment.

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: Sunflower Data Breach 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 Sunflower about the issues that this Settlement covers. The "Releases" section of the Settlement Agreement (Section XI) 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:

Sunflower Data Breach 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](tel: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 attorneys 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, 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 \$600,000.00 as reasonable attorneys' fees and costs of litigation. This amount will be paid by Sunflower.

Class Counsel will also ask for Service Award payments of \$1,300.00 for each of the Class Representatives. Service Award payments will also be paid by Sunflower.

## 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, and is sometimes 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 Sunflower 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: *S.W., et al. v. Sunflower Medical Group, P.A.*, Case No. 2516-CV22364, pending in the Circuit Court for Jackson County, Missouri;
- (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:

Sunflower Data Breach 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: *S.W., et al. v. Sunflower Medical Group, P.A.*, Case No. 2516-CV22364, pending in the Circuit Court for Jackson County, Missouri;
- (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) if you have hired your own lawyer to represent you at the Final Approval Hearing, provide their name and telephone number;
- (5) if you or your lawyer have objected in any other cases in the past five years, list the names, courts, the orders ruling on your objections, and civil action numbers for each of those cases;
- (6) whether or not you or your lawyer would like to speak at the Final Approval Hearing;
- (7) if you plan on calling witnesses or submitting documents at the Final Approval Hearing, provide a full list of both;
- (8) your signature (if you have hired your own lawyer, their signature is not sufficient).

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]	Sunflower Data Breach Settlement ATTN: Objections [PO Box Number] Santa Ana, CA 92799-9958

Class Counsel	Counsel for Defendants
<p>Raina Borrelli <b>Strauss Borrelli PLLC</b> 980 N. Michigan Avenue Suite 1610 Chicago, IL 60611</p> <p>J. Gerard Stranch, IV <b>Stranch, Jennings &amp; Garvey, PLLC</b> 223 Rosa L. Parks Avenue, Suite 200 Nashville, TN 37203</p> <p>Maureen Brady <b>McShane &amp; Brady</b> 4006 Central Street</p>	<p>Mark A. Olthoff Courtney P. Klaus <b>Polzinelli PC</b> 900 W. 48th Place Suite 900 Kansas City, MO 64112</p>

Kansas City, MO 64111
David Lietz
<b>Milberg Coleman Bryson Phillips Grossman</b>
5335 Wisconsin Avenue NW, Suite 440
Washington, D.C. 20015-2052

## 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 on [FA Hearing Date] at [Hearing Time] Central Time, in Room [Court Room] of the Circuit Court for Jackson County, Missouri, at [Court Address].

At the final approval hearing, the Court will decide whether to approve the Settlement. The court will also decide how Class Counsel should be paid, and whether to award Service Award payments to the Class Representatives. 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 and time 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: Sunflower Data Breach 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 3**

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

**S.W., et al. v. Sunflower Medical Group, P.A.**

Case No. 2516-CV22364  
Circuit Court for Jackson County, Missouri

**DATA BREACH 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 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: (1) the Judge in this case, and the Judge’s family and staff; (2) Sunflower and its employees, officers, and directors (unless they received a data breach notice); (3) governmental entities; and (4) 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**

Sunflower has agreed to provide a number of benefits for Class Members. All Class Members are eligible to enroll in two years of **Medical Data Monitoring Services** and one of two **Cash Payment** options:

**OPTION 1:** Payment for Documented Losses

- Get up to \$5,000.00 back for documented losses

**OR**

**OPTION 2:** Alternative Cash Payment.

- Receive a one-time \$10.00 cash payment

The benefits are explained in more detail below.

**MEDICAL DATA MONITORING SERVICES.** All Class Members are eligible to enroll in two years of **CyEx Medical Shield Complete**. This comprehensive service comes with \$1 million of medical identity theft insurance, and includes monitoring for:

- healthcare insurance ID exposure
- Medical Record Number (MRN) exposure
- unauthorized Health Savings Account (HSA) spending

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

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]

**S.W., et al. v. Sunflower Medical Group, P.A.**

Case No. 2516-CV22364  
Circuit Court for Jackson County, Missouri

**DATA BREACH SETTLEMENT CLAIM FORM**

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

**CASH PAYMENT OPTIONS.** You may claim **one** of the following two cash payment options. The Settlement includes a \$300,000.00 aggregate cap on all cash payments. This means that if the total amount of cash payment claimed is over \$300,000.00, everyone's payments will be reduced pro rata.

**Option 1: Cash Payment for Documented Losses.** If you incurred actual, documented out-of-pocket losses due to the Data Breach, you can get back up to **\$5,000.00**. The losses must have occurred between December 15, 2024, and [Claims Deadline].

This benefit covers 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

You need to 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.

**Option 2: Alternative Cash Payment.** Instead of Option 1, you may claim a one-time **\$10.00** cash payment. You do not have to provide any proof or explanation to claim this payment.

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: Sunflower Data Breach Settlement  
c/o Settlement Administrator  
[PO Box Number]  
Santa Ana, CA 92799-9958

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]

**S.W., et al. v. Sunflower Medical Group, P.A.**

Case No. 2516-CV22364  
Circuit Court for Jackson County, Missouri

**DATA BREACH SETTLEMENT CLAIM FORM**

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

**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 to:

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

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

You must submit online, mail, or email your Claim Form by **[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]

## S.W., et al. v. Sunflower Medical Group, P.A.

Case No. 2516-CV22364  
Circuit Court for Jackson County, Missouri

### DATA BREACH 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

Zip Code




Email Address

Phone Number

Notice ID (if known)

#### II. CREDIT MONITORING SERVICES

Check this box if you would like to enroll in two years of Medical Data Monitoring Services Monitoring .

#### III. CASH PAYMENT OPTION 1 – DOCUMENTED LOSSES

Check this box if you would like to claim reimbursement for documented losses due to identity theft or fraud. You can get back up to \$5,000.00. **Do not claim this payment option if you are claiming an Alternative Cash Payment 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
<b>TOTAL CLAIMED:</b>	

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.

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]

**S.W., et al. v. Sunflower Medical Group, P.A.**

Case No. 2516-CV22364  
Circuit Court for Jackson County, Missouri

**DATA BREACH SETTLEMENT CLAIM FORM**

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

**IV. CASH PAYMENT OPTION 2 – ALTERNATIVE CASH PAYMENT**

Check this box if you want to claim a one-time \$10.00 cash payment. **Do not claim this payment option if you are claiming a cash payment for Documented Losses from Section III.**

**VII. 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.

**VII. ATTESTATION & SIGNATURE**

I swear and affirm on penalty of perjury that the information provided in this Claim Form, and any 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 4**

**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

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**[PROPOSED] 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

\_\_\_\_\_, 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
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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 \_\_\_\_\_, 2025.

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Presiding Judge

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [\\$1.2M Sunflower Medical Group Settlement Ends December 2024 Data Breach Lawsuit](#)

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