

STATE OF MINNESOTA
COUNTY OF HENNEPIN

DISTRICT COURT
FOURTH JUDICIAL DISTRICT
Case Type: Other Civil
Court File No.: 27-CV-25-16549

**IN RE: TWIN CITIES PAIN CLINIC
DATA BREACH LITIGATION**

Case No.: 27-CV-25-16549
Judge: Bridget Sullivan

**ORDER GRANTING PLAINTIFFS'
UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT AND CLASS
NOTICE PROGRAM**

This matter comes before the Court on Plaintiffs' Motion for Preliminary Approval of Class Action Settlement and Class Notice Program ("Motion"). The Court has reviewed the Motion and the Settlement Agreement entered into by Plaintiffs Diane Rezack, Lawrence Burns, Edward Severson, Elizabeth Timmerman, and Mark Gore ("Plaintiffs"), on behalf of themselves and the Class, and Defendant Twin Cities Pain Clinic ("Defendant") (collectively with Plaintiffs, the "Parties"), and it finds that the Motion should be **GRANTED**.¹

IT IS HEREBY ORDERED THAT:

1. The Settlement Agreement and the proposed Notice Program, including the Double Postcard Notice, Email Notice, Long Notice, Settlement Website and Claim Form, the appointment of Plaintiffs Diane Rezack, Lawrence Burns, Edward Severson, Elizabeth Timmerman, and Mark Gore as the Class Representatives, the appointment of Class Counsel for Plaintiffs and the Class, the appointment of Simpluris as the Settlement Administrator, the Class

¹ Capitalized terms used herein, but not defined herein, shall have the meaning ascribed to such terms in the Settlement Agreement.

Relief provided under the terms of the Settlement Agreement and proposed method of distribution of Settlement Agreement benefits are fair, reasonable and adequate, subject to further consideration at the Final Approval Hearing described below.

2. The Court does hereby preliminarily and conditionally approve, for settlement purposes, the following Class:

All individuals in the United States who had Private Information accessed and/or acquired as a result of the Data Incident.

The Class specifically excludes:

- (i) all persons who are directors, officers, and agents of Defendant, or its subsidiaries and affiliated companies;
- (ii) governmental entities; and
- (iii) the Judge assigned to the Action, that Judge's immediate family, and Court staff.

3. The Court preliminarily finds: the Class is ascertainable and satisfies numerosity; there are common questions of law and fact, including whether Defendant's Data Incident potentially compromised Plaintiffs' and Class Members' Private Information, satisfying commonality; the proposed Class Representatives' claims are typical, in that they are Class Members and allege they received notice from Defendant that their Private Information was potentially compromised in Defendant's Data Incident, thereby alleging they have been damaged by the same conduct as other Class Members; the proposed Class Representatives and Class Counsel will fully, fairly and adequately protect the interests of the Class; questions of law and fact common to Members of the Class predominate over questions affecting only individual members for settlement purposes; and a class action is superior to other available methods for the fair and efficient adjudication of this Action. This preliminary certification is made solely for

settlement purposes, shall not constitute an admission by Defendant of any fact or legal conclusion, and shall not be used as precedent in any other proceeding or action.

4. The Court preliminarily appoints Diane Rezack, Lawrence Burns, Edward Severson, Elizabeth Timmerman, and Mark Gore as class representatives.

5. The Court preliminarily appoints Christopher P. Renz of Chestnut Cambronne PA and Raina C. Borrelli of Strauss Borrelli PLLC, as Class Counsel.

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

7. The Court approves, as to the form and content, the proposed Notice Program, including the Double Postcard Notice, Email Notice, Long Form Notice, Settlement Website, and Claim Form, as compliant with due process as the notices, form and manner of transmission are reasonably calculated to adequately apprise Class Members of the following:

- (a) a fair summary of the Parties' respective litigation positions,
- (b) statements that the Settlement Agreement and notice of settlement are legitimate and that the Class Members are entitled to benefits under the Settlement Agreement
- (c) the general terms of the settlement set forth in the Settlement Agreement,
- (d) instructions for how to object to or opt-out of the Settlement Agreement,
- (e) instructions for how to obtain the Settlement Agreement benefits,
- (f) the process and instructions for making claims to the extent contemplated herein, and
- (g) the date, time and place of the Final Approval Hearing.

8. The Notice Deadline shall be thirty (30) days after the entry of this Order Granting Plaintiffs' Motion for Preliminary Approval of Class Action Settlement and Class Notice Program.

9. In order to be a Valid Claim under the Settlement Agreement, a Claim Form must

be postmarked or submitted online no later than 11:59 ET on the Claim Form Deadline which shall be 60 days after the Notice Deadline. The Settlement Administrator will ensure that all specific dates and deadlines are included in the notices and posted on the Settlement Website after this Court enters this Order in accordance with the settlement timeline below.

10. All requests to Opt-Out of the proposed Settlement Agreement must be postmarked and sent to the Settlement Administrator no later than 60 days after the Notice Deadline. For an Opt-Out to be valid, 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 include a statement indicating a request to opt-out of the Settlement Class.

11. All objections to the proposed Settlement Agreement must be postmarked and sent to the Settlement Administrator or filed by Class Members with the Court no later than 60 days after the Notice Deadline. For an objection to be valid, the written notice of objection shall state: (i) the objector's full name, mailing address, telephone number, and email address (if any); (ii) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel; (iii) 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; (iv) 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 Application for Attorneys' Fees, Costs, and Service Award; (v) the number of times in which the objector's counsel and/or 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 upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years; (vi) the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing; (vii) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any); (viii) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and (ix) the objector's signature (an attorney's signature is not sufficient). Additionally, Class Counsel and/or Defendants' Counsel may conduct limited discovery on any objector or objector's counsel, including taking depositions and propounding document requests.

12. Any Class Member who fails to comply with the requirements for objecting shall waive and forfeit any and all rights they may have to appear separately and/or to object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Action—even if they do not submit a Valid Claim.

13. Any Class Member—even if they do not submit a Valid Claim—who did not opt-out of the Settlement Agreement, including Plaintiffs, shall be deemed to have, and by operation of the Judgment shall have, fully, finally and forever released, relinquished and discharged all Released Claims as against all Released Persons.

14. Based on the foregoing, the proposed form of notice, including the Email Notice, Double Postcard Notice, Long Notice, Settlement Website and Claim Form are hereby approved.

15. Immaterial revisions to the proposed Notice Program, including the Email Notice, Double Postcard Notice, Long Notice, Settlement Website and Claim Form, may also be made prior to dissemination of notice.

16. The Court approves the implementation of the Notice Program, including the Email Notice, Double Postcard Notice, Long Notice, Settlement Website and Claim Form, substantially in the form as presented in the exhibits to the Motion, and finds that such notice program meets the requirements of Minn. R. Civ. P. 23 and due process, and is the best notice practicable under the circumstances, including emailed or mailed notice at addresses provided by Defendant, the best party available to hold this information, and a Settlement Website, and shall constitute due and efficient notice to all persons or entities entitled to notice.

17. A Final Approval Hearing shall be held before the Court on January 20, 2027, at 1:30 p.m., which is at least 149 days after the order granting preliminary approval, for the following purposes:

- a. To determine whether the proposed Settlement Agreement on the terms and conditions provided for by the Agreement is fair, reasonable, and adequate to the Class and should be approved by the Court;
- b. To determine whether a Final Approval Order and Judgment, as defined in the Agreement, should be entered;
- c. To determine whether the Notice Program as implemented was appropriate and whether the claims process under the Settlement Agreement is fair and reasonable, and should be approved by the Court;
- d. To determine whether Plaintiffs' Application for Attorneys' Fees, Costs and Service Awards, should be approved; and
- e. To rule upon such other matters as the Court may deem appropriate.

18. The Court hereby sets the below schedule for the dissemination of notice to the Class and for the Court's Final Approval Hearing, at which time the Court will determine whether

the Settlement Agreement should be finally approved as fair, reasonable and adequate. The Final Fairness Hearing may be held remotely, and if so, instructions will be posted on the Settlement Website.

SETTLEMENT TIMELINE

<u>From Order Granting Preliminary Approval</u>	
Defendant provides list of Class Members to the Settlement Administrator	10 days after Preliminary Approval.
Notice Deadline	30 days after Preliminary Approval.
Objection & Opt-Out Deadlines	60 days after the Notice Deadline
Claims Form Deadline	60 days after the Notice Deadline
Counsel's Motion for Attorneys' Fees, Costs and Expenses, and Class Representative Service Awards	45 days before the original date set for the Final Approval Hearing
Motion for Final Approval	45 days before the original date set for the Final Approval Hearing
<u>Final Approval Hearing</u>	At least 149 days after Preliminary Approval

19. One may join the Final Approval Hearing using the following Zoom information:

- a. Meeting ID: 161 333 9921
- b. Passcode: 339127

20. In the event that the Settlement Agreement, including the releases, are not approved by the Court or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms, (i) the Settling Parties shall be restored to their respective positions in the Action, shall jointly file a status report in the Court seeking to reopen the Action and all papers filed, and shall jointly request that all scheduled Action deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or Settling Party's counsel, and (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling

Parties and shall not be used in the Action or in any other proceeding for any purpose, and any Judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*, and (iii) no adverse inference shall be drawn against the Defendant by reason of having entered into the Settlement Agreement, and all materials, documents, and communications exchanged during settlement negotiations shall remain confidential and inadmissible in any subsequent proceeding.

21. This Order and the Settlement Agreement, and any of their terms, and all negotiations, discussions, and proceedings in connection with this Order and the Settlement Agreement, shall not constitute evidence, or an admission by Defendant that any acts of wrongdoing have been committed, that Defendant breached any duty or obligation, that Defendant violated any law or regulation, or that any person suffered damages as a result of the Data Incident, and shall not be deemed to create any inference that there is any liability on the part of Defendant. This Order and the Settlement Agreement, and any of their terms, and all negotiations, discussions and proceedings in connection with this Order and the Settlement Agreement shall not be offered or received in evidence or used for any purpose in this or any other proceeding in any court, administrative agency, arbitration tribunal, or other forum of any kind of character in the United States or any other country except as necessary to enforce the terms of this Order or the Settlement

22. The Court reserves the right to adjourn the date of the Final Approval Hearing without further notice to the Class Members and retains jurisdiction to consider all further applications or matters arising out of or connected with the proposed Settlement Agreement. The Court may approve the Settlement Agreement, with such modifications as may be agreed to by the Plaintiffs and Defendant, if appropriate, without further notice to the Class.

IT IS SO ORDERED.

DATED: August 11, 2026

A handwritten signature in black ink, reading "Bridget A. Sullivan". The signature is written in a cursive, flowing style.

The Honorable Bridget A. Sullivan
Fourth Judicial District Court Judge