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CLERK OF THE SALINE COUNTY DISTRICT COURT

CASE NUMBER: SA-2025-CV-000218

PII COMPLIANT



Court: Saline County District Court
Case Number: SA-2025-CV-000218
Case Title: Robert Ross, et al vs. WPM Pathology Laboratory Chartered, et al
Type: ORD: Order (Generic) PRELIMINARY APPROVAL ORDER

SO ORDERED,

A handwritten signature in blue ink, reading "Andrea K. Swisher".

/s/ Judge Andrea Swisher, District Court
Judge

**IN THE 28TH JUDICIAL DISTRICT
DISTRICT COURT OF SALINE COUNTY, KANSAS
CIVIL DEPARTMENT**

**SHAWN STEINLE, on behalf of
himself and all others similarly situated,**

Plaintiff,

v.

**WPM PATHOLOGY LABORATORY,
and SALINA REGIONAL HEALTH
CENTER, INC.,**

Defendants.

Case No. SA-2025-CV-000218

PRELIMINARY APPROVAL ORDER

Plaintiff, Shawn Steinle, and Defendants, WPM Pathology Laboratory and Salina Regional Health Center, Inc., have entered into a proposed Class Action Settlement Agreement (the “Settlement”). Plaintiff has moved the Court to certify the Settlement Class for settlement purposes only under K.S.A. § 60-223; to grant preliminary approval to the Settlement under K.S.A. § 60-223(e); to approve the form and method for giving notice of the proposed Settlement to the Settlement Class; and to schedule a Final Approval Hearing on the Settlement after the deadlines to object to, or opt out of, the Settlement have passed. Defendants do not oppose the motion.

ACCORDINGLY, IT IS HEREBY ORDERED:

1. Terms capitalized herein and not otherwise defined shall have the meanings ascribed to them in the Settlement.
2. This Court has jurisdiction over the subject matter of this lawsuit and jurisdiction over Plaintiff, Defendants, and the members of the Settlement Class in the above-captioned case.
3. The Court finds that, solely for purposes of settlement and notice, the requirements of K.S.A. § 60-223(a) and § 60-223(b)(3) are satisfied, specifically:

- a. The Settlement Class is so numerous that joinder of all members is impracticable, as the Settlement Class includes approximately 5,619 individuals;
- b. There are questions of law and fact common to the Settlement Class arising out of the alleged Data Breach and Defendants' alleged failure to safeguard Private Information;
- c. The claims of Plaintiff are typical of the claims of the Settlement Class;
- d. Plaintiff and Class Counsel will fairly and adequately protect the interests of the Settlement Class; and
- e. Questions of law and fact common to Settlement Class Members predominate over any questions affecting only individual members, and a class action is superior to other available methods for fairly and efficiently adjudicating this Action.

Neither this Order nor the findings in this paragraph may be cited as authority or precedent by any person or entity in support of any contested motion for class certification in this Action or in any other action or proceeding.

4. The Court therefore **CERTIFIES** the following Plaintiff Class for settlement purposes only:

All individuals whose Private Information was compromised in the Data Breach, including all individuals to whom Defendants sent an individual notification letter regarding the Data Breach.

Excluded from the Settlement Class are (a) all persons who are directors and officers of Defendants, or their respective subsidiaries and affiliated companies; (b) governmental entities; (c) the Judge assigned to the Action, the Judge's immediate family, and Court staff; and (d) all those who timely and validly opt out of this Settlement.

The Court appoints Shawn Steinle as Class Representative, and the Court appoints Grayson Wells of Stranch, Jennings & Garvey, PLLC and Richard S. Fisk of Beam-Ward, Kruse, Wilson & Fletes, LLC as Class Counsel.

5. The Court finds that the terms of the Settlement are within the range of a fair, reasonable, and adequate compromise under the circumstances of this case. The Court therefore preliminarily approves the Settlement and directs the Parties to the Settlement to perform and satisfy the terms and conditions that are triggered by such preliminary approval.

6. The Court approves the form and method of notice provided for in the Settlement and finds that it complies with the applicable rules and the requirements of Due Process. The Court appoints Simpluris, Inc. as Settlement Administrator and orders the Settlement Administrator and the Parties to implement the Notice Program set forth in the Settlement.

7. A final approval hearing (the “Final Approval Hearing”) shall be held before the undersigned on _____, 2026, at _____ .m., at the Saline County District Court, or via video or teleconference, for the purpose of: (a) determining whether the Settlement Agreement is fair, reasonable, and adequate and should be finally approved; (b) determining whether a Final Approval Order should be entered; and (c) considering Class Counsel’s application for an award of attorneys’ fees and expenses and any service award.

8. The Court may adjourn, continue, and reconvene the Final Approval Hearing pursuant to oral announcement without further notice to the Settlement Class, and the Court may consider and grant final approval of the Settlement, with or without minor modification and without further notice to the Settlement Class.

9. Members of the Settlement Class shall be afforded an opportunity to request exclusion from the Settlement Class. A request for exclusion from the Settlement Class must

comply with the requirements for form and timing set forth in the Long Form Notice and the Settlement. Members of the Settlement Class who submit a timely and valid request for exclusion shall not participate in and shall not be bound by the Settlement. Members of the Settlement Class who do not timely and validly opt out of the Settlement Class in accordance with the Long Form Notice and the Settlement shall be bound by all determinations and judgments in this Action concerning the Settlement.

10. Settlement Class Members who have not excluded themselves shall be afforded an opportunity to object to the terms of the Settlement Agreement and to Class Counsel's application for attorneys' fees, costs, and service award. Any objection must comply with the requirements for form and timing set forth in the Long Form Notice and the Settlement. If a Settlement Class Member or his or her counsel wishes to speak at the Final Approval Hearing, he or she must also comply with the requirements set forth in the Long Form Notice and the Settlement.

11. Any Settlement Class Member who does not make his or her objection in the manner provided in the Settlement and Long Form Notice shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness or adequacy of the proposed Settlement Agreement.

12. Any request for intervention in this action for purposes of commenting on or objecting to the Settlement Agreement must meet the requirements set forth above, including the deadline for filing objections, and also must be accompanied by any evidence, briefs, motions, or other materials the proposed intervenor intends to offer in support of the request for intervention.

13. Any lawyer intending to appear at the Final Approval Hearing must be authorized to represent a Settlement Class Member, must be duly admitted to practice law before this Court,

and must file a written appearance. Copies of the appearance must be served on Class Counsel and counsel for Defendants.

14. Not more than fifteen (15) days after the Opt-Out Deadline, the Settlement Administrator shall provide Class Counsel and Defendants' Counsel a list of the names of all persons who timely and validly excluded themselves from the Settlement, and Class Counsel shall promptly file the list with the Court.

15. At least fourteen (14) days before the Final Approval Hearing, Class Counsel shall file a motion for final approval of the Settlement and for approval of attorneys' fees, expenses, and service award, along with any supporting materials.

16. If the Settlement does not become effective or is rescinded pursuant to the Settlement, the Settlement and all proceedings had in connection therewith shall be without prejudice to the status quo ante rights of Plaintiff and Defendants, and all Orders issued pursuant to the Settlement shall be vacated.

17. The Court retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement Agreement.

This Order is effective as of the date and time shown on the electronic file-stamp.

IT IS SO ORDERED.