STATE OF MINNESOTA **DISTRICT COURT**

COUNTY OF HENNEPIN **FOURTH JUDICIAL DISTRICT**

CASE TYPE: CIVIL/OTHER MISCELLANEOUS

In re: MNGI Digestive Health, PA	***AMENDED*** **ORDER GRANTING PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT** ***Amendments appear in bold, italics, and underline.***

This matter came before the Court on September 4, 2025, on Plaintiffs' Motion for Final Approval of Class Action Settlement (the "Motion") in Courtroom 655 at the Hennepin County Government Center, 300 S. Sixth St., Minneapolis, Minnesota (and with some parties participating via Zoom). Christopher P. Renz, Esq. and Kate Baxter-Kauf, Esq. appeared in person on behalf of Class Counsel. Anthony Gabor, Esq., appeared in person and represents Defendant MNGI Digestive Health, P.A. ("Defendant" or "MNGI"). Jason Orr, Esq. appeared via Zoom and represents Defendant. The following attorneys also attended and represent Class Counsel: David Goodwin, Esq. (in person) and Frances Mahoney, Esq. (via Zoom). None of the Class Representatives appeared at the hearing. Objector Troy Scheffler appeared via Zoom; no other Objectors appeared at the hearing. Having reviewed and considered the Motions and all other papers that have been filed related to the Settlement Agreement, including all exhibits and attachments to the Motion and Settlement Agreement, and being fully advised in the premises, following the hearing on September 4, 2025, the Court hereby issues the following Order:

1. Capitalized terms used in this Order that are not otherwise defined herein have the same meaning assigned to them as in the Settlement Agreement.

2. The Court has jurisdiction over the subject matter of this action, Plaintiffs, the Settlement Class Members, and Defendant.

3. The Court incorporates and confirms as final its preliminary findings, conclusions, and appointments as reflected in the Preliminary Approval Order.

4. The Court-approved Notices of Settlement were distributed by the Settlement Administrator to Settlement Class Members by direct mail and/or email in accordance with the Settlement Agreement and Preliminary Approval Order. The Settlement Administrator provided a reminder Notice and also established a settlement website for Settlement Class Members that provided access to the Notice and other settlement documents, a mechanism to submit electronic Claim Forms, answers to frequently asked questions, and avenues for Settlement Class Members to seek more information. The Notice and the methods of distribution satisfied due process under the U.S. and Minnesota Constitutions and the requirements of Minnesota Rule of Civil Procedure 23.05(a) and constituted the best notice practicable under the circumstances.

5. Plaintiffs Sammie Lee Austin, Michele Margaret Dagenais, Dirk Hackett, Kathleen Schroeder and Debra Sobergare are confirmed as the Settlement Class Representatives.

6. Raina Borrelli (Strauss Borrelli PLLC), Christopher P. Renz (Chestnut Cambronne PA), Brian Gudmundson (Zimmerman Reed LLP), E. Michelle Drake (Berger Montague PC), Melissa Weiner (Pearson Warshaw, LLP), Kate Baxter-Kauf (Lockridge Grindal Nauen PLLP), Nathan Prosser (Hellmuth & Johnson PLLC) and David Goodwin (Gustafson Gluek PLLC) are confirmed as Settlement Class Counsel.

7. The Court grants certification for settlement purposes of the following class:

> All individuals to whom Defendant sent notice of the security incident that Defendant experienced on or about August 20, 2023.

8. All Settlement Class Members who have not excluded themselves from the Settlement Class are bound by this Final Approval Order.

9. 44 individuals filed timely requests with the Settlement Administrator to be excluded. Those individuals were listed in Attachment 5 to the Declaration of Cameron R. Azari, Esq. (filed 8/21/2025); Attachment 5 is replicated but relabeled by the Court as **Exhibit A** to this Order and those individuals are excluded from the Settlement Class.

10. The Settlement Class meets all requirements for certification under Minnesota Rules of Civil Procedure 23.01-23.02 for settlement purposes for the reasons explained in Plaintiffs' Memorandum of Law in Support of Their Motion for Preliminary Approval of Class Action Settlement. In particular, the Settlement Class satisfies the following Rule 23 requirements: (1) numerosity is satisfied because the Settlement Class includes over 700,000 members; (2) commonality is satisfied because the central question in this lawsuit (which predominates over any questions affecting only individual Settlement Class Members) is whether MNGI employed appropriate measures to protect the Settlement Class Members' Personal Data from disclosure prior to, and during the Data Security Incident that occurred on or about August 20, 2023; (3) typicality is satisfied because the claims of Plaintiffs and the Settlement Class arise out of the Data Security Incident; and (4) adequacy is satisfied because the Settlement Class Representatives have an interest in the litigation and have no conflict with Settlement Class Members and because Settlement Class Counsel is experienced in class action litigation, particularly with respect to data breach litigation, and has adequately represented the Settlement Class. Because the Settlement Class is certified solely for purposes of settlement, the Court need not address any issues of manageability.

11. There are five class members who submitted timely objections to the Settlement Agreement in this matter: Troy Scheffler, Kristi Grech, Barbara Johnson, Shawn Morrisson, and Anastasia Gregoire. The Court requested that Class Counsel file any of the objections which had not been filed by the Objectors, and Class Counsel complied with the Court's request. The Court carefully reviewed all of the written submissions by the Objectors. In addition, the Court heard directly from Troy Scheffler, who attended the hearing via Zoom. The Court permitted Scheffler to address the Court to voice his concerns and objections to the proposed Settlement; Scheffler was given ample time to present his concerns to the Court. In addition, because Class Counsel informed the Court that it would file the Declaration of Melissa Weiner, Esq. following the hearing and the Court requested that Class Counsel file the projected cost of Medical Monitoring by September 11, 2025, the Court permitted Scheffler to file any additional response (directed only at the post-hearing filings by Class Counsel, and not as an opportunity to reargue the objections already made) by September 18, 2025. On September 11, 2025, Ms. Baxter-Kauf filed correspondence regarding Medical Monitoring with the Court; on September 17, 2025, Scheffler filed a document entitled "Supplemental Objection of Class Member Troy Kenneth Scheffler." The Court considered the post-hearing filings by Class Counsel and the responsive filing by Scheffler. The Court now addresses the objections which were received.

12. The Court addresses each of the five objections to the proposed settlement below.

Troy Scheffler

13. Scheffler makes various objections to the Settlement. The Court rejects the contention that there is no nexus between the Medical Monitoring (available to claimants who seek it) and the alleged harm suffered in the data breach incident. After all, the data incident concerned the loss of confidential health information, among other information. Furthermore,

the mechanism for cash payments to claimants is sufficiently clear, given it amounts to a pro rata share of the Net Settlement Fund once attorney fees and claims for reimbursement of out-of-pocket costs and Medical Monitoring are deducted. The Court inquired at the hearing regarding the projected costs of Medical Monitoring, as the Court wanted to know how claims for Medical Monitoring would impact the amount of funds available in the Settlement Fund. At the hearing, Ms. Baxter-Kauf noted that Epiq Global had negotiated a bulk rate which she expected to be substantially lower than the typical cost of $310 per person for two years of Medical Monitoring. Following the hearing, Class Counsel (Ms. Baxter-Kauf) filed correspondence with more specific figures on the cost of Medical Monitoring; Medical Monitoring through CyEx Medical Shield Pro for 24 months "is valued at $12.95/month (for a total value of $310.80 to any class member who elects this remedy)." (Baxter-Kauf Letter, filed 9/11/25). However, the letter continues: "The negotiated rate for each class member that selects the medical monitoring option on the claim form is $5.20." *Id.* Thus, the Court concludes that for each member who makes a claim for Medical Monitoring, $5.20 will be deducted from the Settlement Fund. Although it is not possible to know with certainty right now how many of the approximately 72,000 members who filed a claim also requested the remedy of Medical Monitoring and/or reimbursement for out-of-pocket costs until a final accounting of all claims is performed, the additional correspondence from Class Counsel gives the Court a pretty good idea. The letter notes:

> . . . as of the claims deadline there have been 34,480 claims with the Medical Monitoring remedy selected. At $5.20 each, the cost that would be allocated from the total settlement amount is $179,296.

Id. Based on the record and the additional correspondence filed by Class Counsel on September 11, 2025, the mechanism for which deductions may be made from the Settlement Fund is readily

apparent. Now that Class Counsel has provided more specifics on the cost of Medical Monitoring, the Court is satisfied that there has been sufficient transparency with respect to the projected cost of Medical Monitoring and how claims for that type of relief may affect the amount(s) available in the Net Settlement Fund.

14. Scheffler's primary objection concerns Class Counsel's alleged lack of zealous advocacy and alleged inflated attorney fee request. Based on the Court's awareness of this file, the Court soundly rejects the assertion that Class Counsel did not zealously advocate for their clients. The attorneys comprising Class Counsel are extremely experienced and knowledgeable in class-action litigation, and the Court finds that their ability to negotiate a potential settlement on behalf of such a large class in a relatively short amount of time is a testament to their hard work and dedication to this case. The Court also dismisses the *ad hominem* remarks directed towards attorney Melissa S. Weiner, Esq. and gives them no weight given the inappropriate nature of Scheffler's criticism towards her. Ms. Weiner filed a Declaration on September 4, 2025, as noted by Class Counsel (Christopher Renz) at the hearing. The Court has reviewed and considered Ms. Weiner's Declaration. The Weiner Declaration confirms the significant breadth and experience of Weiner as well as other Pearson Warshaw LLP attorneys involved in representation of the Class in complex class-action litigation; importantly, the Weiner Declaration also lists other class-action cases throughout the country in which courts have approved attorney fee requests by Pearson Warshaw LLP at hourly rates identical or similar to those utilized in this case.[1] (Weiner Decl. at 7-9). Finally, the Weiner Declaration notes the significant involvement by Weiner in the broader legal community and bar association to

[1] The Court notes that the United States District Court for the District of Minnesota, Judge John R. Tunheim, approved a request for attorney fees in a class-action case at similar hourly rates to those utilized here, in *In re Pork Antitrust Litig.*, Case No. 18-cv-01776 (JRT-HB) (D. Minn.).

enhance access to justice. *Id.* at 2. Once again, Scheffler's personal attacks on Weiner and her colleagues are misplaced and entirely inappropriate.

15. Finally, with regard to the amount of attorney fees, the Court finds that it is important that Class Counsel billed a significant number of hours working on this case, and that the lodestar value of the attorney fees equals nearly 33% - the amount of the attorney fee percentage requested by Class Counsel in this case. *See* Decl. of Kate Baxter-Kauf at ¶ 12, filed 7/15/25 (attesting to 1,137.30 hours of billable time and that "the total lodestar calculation is $906,756.85, which is 95.8% of the Class Counsel's requested fee.") Class Counsel noted at the hearing that the amount of billable hours had risen to 1,197.90 hours through July 15, 2025. In other words, the value of the billable hours performed is nearly commensurate with the contingent attorney fee requested by Class Counsel. This is <u>not</u> a case where, for example, the value of the hours worked by the lawyers is significantly lower than the amount of the contingent fee requested. In light of the billed time by Class Counsel being nearly the lodestar equivalent of a 33% contingent fee, the argument of an excessive attorney fee rings hollow.

16. The Court's overall impression of Scheffler's objections is that to a large extent, his concerns go well beyond this proposed Settlement and instead appear directed at class action settlements in general, and attorney fees to class action lawyers in particular. To the extent Scheffler is concerned about *this* case, he appears unusually concerned regarding Class Counsel and/or the efforts of the attorneys on behalf of the class. Given the impressive resumes and considerable experience of Class Counsel in complex litigation such as this case, as well as the significant amount of work (measured in the equivalent of over 1,000 hours of billable attorney time and results achieved) that Class Counsel put into this case, Scheffler's concerns are largely unfounded. With regard to Scheffler's complaint that his email inquiry regarding the identity of

lead class counsel went largely unanswered, his complaint is belied by the reality that if he truly wanted to know details regarding Class Counsel, all he had to do was consult the Settlement website (www.mngisettlement.com), where under the "Documents" tab he would be able to locate court filings and/or pleadings which readily identified Class Counsel; under the "FAQ" tab and the question "Do I have a lawyer in the lawsuit?" the answer lists the names of each of the Class Counsel and their respective law firms.

17. The Court also considered Scheffler's Supplemental Objection filed on September 17, 2025. Scheffler continues to argue that the entire proposed settlement is a "scam" that does not provide benefits to the Class, Ms. Weiner's Declaration shows a lack of zealous representation, and Class Counsel could not explain the benefits to the Class of the proposed settlement. The Court need not repeat all of the analysis above as to Scheffler's primary objections.[2] However, the Court finds it important to emphasize the following:

a. **The proposed settlement is not a "scam."** The settlement provides tangible benefits to the Class, including increased security measures by Defendant, compensation of up to $10,000 for out-of-pocket losses fairly traceable to the data incident, two years of Medical Monitoring and a pro-rata cash payment of remaining funds.

b. **Class Counsel explained the benefits of Medical Monitoring.** At the Final Fairness Hearing, Christopher Renz, Esq. explained that the reason the Medical Monitoring was an important benefit was that the data incident involved compromised personal health care information. The

[2] One of Scheffler's supplemental objections is that Class Counsel ignored the alleged violation of the 60-day notice requirement for informing victims of a breach of unsecured protected health information. However, Class Counsel argued at the hearing and in their materials (and this Court so finds) that this alleged violation was included in the various allegations of wrongdoing against Defendant in this case.

Medical Monitoring is designed to alert Class Members to potential unauthorized and/or fraudulent use of their personal health information. The Court reviewed Ex. 9999, filed by Scheffler in the Minnesota Digital Evidence System on September 17, 2025 as part of his Supplemental Objection. This exhibit purports to be a recording of a conversation Scheffler had with a customer service representative for the company providing Medical Monitoring in this case. Most of the recording consists of the customer service representative attempting, to the best of her ability, to answer numerous questions from Scheffler about the Medical Monitoring service. For example, Scheffler asks the representative "what is the Dark Web?" Aside from confirming the basic essence and/or purpose of the Medical Monitoring service, the recording is of limited weight. The Court is unable to reach the conclusion suggested by Scheffler at the end of the recording, which is that the Medical Monitoring service is a "scam."

c. **Scheffler did not finish the math exercise.** Although Scheffler argues in a heading that "THE NUMBERS EXPOSE THE SCAM," he does not quite finish the math exercise he begins on page 3 of his Supplement Objection. From the Settlement Fund of $2,838,749.62, after deducting claimed attorney fees of $946,155 and costs of $27,143.59 and service awards of $25,000, as well as estimated claims for Medical Monitoring of $179,296, this leaves a balance of approximately $1,661,155.03. This means that well over $1.6 million dollars would remain available in the

Settlement Fund for Class Members for payment of Out-of-Pocket Losses (up to a maximum of $10,000 each) and a pro rata cash payment. Scheffler ignores the benefit of Class Members' recoupment of Out-of-Pocket Losses as well as the pro rata cash payment. Even if the ultimate pro rata cash payment to Class Members turns out to be modest, that does not mean Class Members did not receive a benefit from the Settlement (see 'a' above), particularly when the risk of going forward with litigation was a zero recovery.

d. **Other courts have approved the Medical Monitoring at issue.** It strains credulity that the Medical Monitoring service to be utilized in this case would be "a scam" in light of recent and continued court approval of the very same Medical Monitoring in other class-action litigation. *See* Baxter-Kauf Letter, filed 9/11/25 ("Multiple courts have approved this product as a part of class action settlements for data breach cases involving personal health information.") (citing to recent cases in U.S. District Court in West Virginia and state court in King County, Washington).

The Court remains convinced that Scheffler is obsessed with his belief that attorneys in class-action cases are out to "scam" the justice system. Scheffler is certainly entitled to his opinions, but in this case, his view is not grounded in reality and is belied by the record demonstrating significant legal work done on behalf of the Class and the benefits of the Settlement for Class Members.

18. Finally, the Court notes the holding of the U.S. District Court for the District of Minnesota that Scheffler is a "frequent class action settlement objector" and gives that appropriate weight in the overall evaluation of his argument. *See, e.g., In re CenturyLink*, 2020 WL 7133805 at *9 (" 'The fact that the objections are asserted by a serial or 'professional objector'. . . may be relevant in determining the weight to accord the objection. . . .' ") (citation omitted).

19. The Court finds no compelling evidence that the Medical Monitoring relief provided by the Settlement is a "sham" or "scam" and the Court firmly rejects Scheffler's invitation to find that this case is some sort of "mockery." As will be set forth in more explicit findings below, the Court instead will find that the Settlement is fair and reasonable, and that it provides appropriate measures of relief for the incident which took place. Rather than criticize Class Counsel, which appeared to be a primary objective of Scheffler, the Court lauds the significant amount of high-quality legal work (over 1,000 hours) which was exerted by Class Counsel in a relatively short period of time to achieve a fair resolution for the Class.

20. For all of the foregoing reasons, Scheffler's objection to the fairness of the Settlement is overruled.

Remaining Objectors

21. There are four other objectors who submitted objections to the Settlement in this case but did not attend the hearing. As far as the Court can tell, they did not file their objections, but the Court received courtesy copies of the objections they submitted from Class Counsel on September 2, 2025.

Kristi Grech

22. Grech objects to the Settlement because she claims numerous statutes were violated by Defendant, she had her "information attacked" and had to "freeze [her] credit", she alleges the attorneys were "no help", and pleads for the Court to protect the victims "so that healthcare companies work harder on protecting our personal/private information in the future."

23. Class counsel raised similar and/or appropriate alleged violations by Defendant in initiating the lawsuit, and the parties reached a settlement. The Court sympathizes with what Grech went through, and notes that claimants may request compensation for out-of-pocket losses and two years of Medical Monitoring to monitor personal health information. With regard to the attorney complaints, the attorneys billed over 1,100 hours of time working on this case and negotiated a proposed settlement efficiently. As far as protecting victims, the Court notes that as part of the Settlement, Defendant also agreed to incur millions of dollars ($2.7 million dollars) to implement data security measures.

24. The Settlement addresses a number of Grech's concerns, and the Court rejects the argument that Class Counsel's fee is not fair and reasonable. Grech's objection is overruled.

Anastasie Grace Gregoire

25. Gregoire objects to the Settlement primarily due to the alleged significant amount of emotional distress she claims the data breached caused her, and that the Settlement allegedly does not account for damages due to emotional distress. The Court notes that Class Counsel evaluated the risks of taking this case to trial in negotiating a settlement, including the risk of a zero recovery to the Class. Under the proposed Settlement, claimants may recover up to $10,000 for out-of-pocket losses fairly traceable to the data incident, and the Class may also recover an additional pro rata share of the Net Settlement Fund. Any person who does not believe that the Settlement offers sufficient compensation had the right to opt-out of the Settlement and pursue

alternative legal action. Gregoire's arguments are important, but they do not show that the Settlement is unfair because the Settlement provides benefits to claimants or alternatively, a person could have chosen to opt-out of the Class. Gregoire's objection is overruled.

Barbara Johnson

26. Johnson primarily asks a number of rhetorical questions regarding the data breach incident, and at the end of her letter, she states "I do not accept your offer of settlement." Johnson's letter does not truly state a basis for why the Settlement is not fair and reasonable. As with any other Class Member, Johnson was entitled to request exclusion from the Settlement and pursue alternative legal action. Johnson's objection is overruled.

Shawn Morrison

27. Morrison objects to the Settlement because he argues he has no way of knowing the extent to which he has been damaged by the data breach. Morrison also states he wishes to be included in the Settlement.

28. Morrison does not provide any reasons for why the Settlement is not fair and reasonable. Accordingly, the Court overrules Morrison's objections.

29. Based on all of the foregoing, the Court, having considered the objections from Troy Scheffler, Kristi Grech, Barbara Johnson, Shawn Morrisson, and Anastasia Gregoire, overrules each of these objections.

30. The Court finds the settlement memorialized in the Settlement Agreement and filed with the Court is fair, reasonable, and adequate, and in the best interests of Settlement Class Members. The Court finds that the strength of the Settlement Class Representatives' and Settlement Class Members' claims, when weighed against the strength of Defendant's defenses, support approval of the Settlement. In addition, taking this Action to trial would be a complex,

lengthy, and expensive undertaking. Furthermore, support for the settlement was strong, with five objections (overruled) and only 44 requests for exclusion. The settlement was negotiated on behalf of the Settlement Class by competent class action counsel following a mediation with an experienced mediator (Bennett G. Picker, Esq. of Stradley Ronon Stevens & Young, LLP.) and involving arms-length negotiations between the Parties. The mediation was ultimately successful, and the Parties reached settlement in principle, ultimately executing a Settlement Agreement. As part of the settlement negotiations, the Parties engaged in confirmatory discovery including Defendant's production of forensic reporting of the cause and scope of the Data Incident, communications between Defendant and governmental agencies and insurance companies related to the Data Incident and information sufficient to identify the Class. The parties therefore were well-informed regarding the merits of this Action and the strengths and weaknesses of their respective positions.

31. The Parties and the Settlement Administrator are ordered and authorized to comply with and to consummate the Settlement Agreement in accordance with its terms (such terms incorporated into this order in their entirety), but are authorized, without further approval from the Court, to agree to such amendments, modifications, and expansions of the Settlement and its implementing documents (including this Settlement Agreement all Exhibits thereto) as may be necessary to consummate the Settlement that (i) are consistent in all material respects with the Final Approval Order, and (ii) do not limit the rights of Settlement Class Members.

32. As set forth in Section 6.1 of the Settlement Agreement, as of the Settlement Effective Date, the Settlement Class Representatives and all Settlement Class Members, and excluding any Settlement Class Member who submits a timely and valid request to be excluded

from the Settlement Class, are deemed to have irrevocably released Defendant and each of the Related Entities (defined in the Settlement Agreement) from the Released Claims.

33. As set forth in Section 1.27 of the Settlement Agreement, as of the Settlement Effective Date, the Settlement Class Representatives are deemed to have released the Released Parties from any and all past, present and future claims and causes of action related to the Data Incident, including, but not limited to, any causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation or common law of any country, state, province, county, city or municipality, including 15 U.S.C. § 45, et seq., and all similar statutes in effect in any states in the United States as defined below; state consumer-protection statutes; negligence; negligence per se; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; fraud; misrepresentation (whether fraudulent, negligent, or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief or judgment, equitable relief, attorneys' fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution and/or the appointment of a receiver, whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative and any other form of legal or equitable relief that either has been asserted, was asserted, or could have been asserted, by any Class Member against any of the Released Persons based on, relating to, concerning or arising out of the alleged Data Incident or the allegations, transactions, occurrences, facts or circumstances alleged in or otherwise described in the Litigation.

34. Notwithstanding the above, nothing in this section is intended to limit or restrict any rights that cannot, by express and unequivocal terms of law, be limited, waived, or extinguished. Released Claims also does not include the right of any Class Member or any of the Released Persons to enforce the terms of the settlement contained in the Settlement Agreement and does not include the claims of any Person who has timely excluded themselves from the Class.

35. The Releases above apply to unknown claims, which means any of the Released Claims that any Class Member, including Plaintiffs, does not know or suspect to exist in their favor at the time of the release of the Released Persons that, if known by them, might have affected their settlement with, and release of, the Released Persons, or might have affected their decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, Plaintiffs intend to and expressly shall have, and each of the other Class Members intend to and shall be deemed to have, and by operation of the Judgment shall have, released any and all Released Claims, including Unknown Claims. Plaintiffs may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Plaintiffs expressly shall have, and each other Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims, including Unknown Claims. The Settling Parties acknowledge, and Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

36. Pursuant to the terms of the Settlement Agreement, all Releasing Settlement Class Members are permanently barred and enjoined from instituting, participating in, prosecuting, or maintaining, either directly or indirectly, on their own behalf or on behalf any other person or entity, any action or proceeding of any kind, in any forum, asserting any of the Released Claims against any of the Released Parties. All Settlement Class Members are deemed to have agreed that the Release described herein, and the injunction against pursuing Released Claims, will be and may be raised as a complete defense to and will preclude any action or proceeding based on the claims released by and through the Settlement Agreement.

37. The Settlement Administrator shall issue payments to all Settlement Class Participants as described in the Settlement Agreement. The Settlement Administrator shall treat as timely all valid claims either (i) submitted by September 4, 2025, or, (ii) submitted after September 4, 2025 but identified to this Court by Settlement Class Counsel at or before the Final Approval Hearing as submitted late due to excusable neglect on the part of the claimant.

38. The Court awards Settlement Class Counsel $946,155.00, in attorney fees and $27,143.59 in litigation costs, which are payable as described in the Settlement Agreement.

39. The Court awards each of the Settlement Class Representatives - Sammie Lee Austin, Michele Margaret Dagenais, Dirk Hackett, Kathleen Schroeder and Debra Sobergare - Five-Thousand Dollars ($5,000) as an Incentive Award ($25,000 total), which is payable as described in the Settlement Agreement.

40. Funds not claimed by Settlement Class Members and/or checks not cashed by Settlement Class Participants shall be distributed according to the Settlement Agreement.

41. This matter is dismissed with prejudice without awarding costs to the Parties except as provided in this Order and the Settlement Agreement, but this Court shall retain

jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Settlement Agreement and all orders and judgments entered in connection therewith.

42. Neither this Order and Final Judgment, nor any of the materials described in the Settlement Agreement, shall constitute any evidence or admission by any Party (except as may be necessary to effectuate the Settlement).

43. The Clerk of Court is directed to enter and docket this Order and Final Judgment in the Action.

LET JUDGMENT BE ENTERED ACCORDINGLY.

Peralta, Nelson
2026.01.14 16:50:07
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January 14, 2026
Date ***Amended***

The Honorable Nelson Peralta
Judge of Hennepin County District Court

Filed in District Court
State of Minnesota
8/21/2025 3:29 PM

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MNGI Digestive Health, P.A.

Exclusion Report

Number	First Name	Last Name
1	BARBARA	MORRISON
2	JONATHAN	LACHO
3	CRAIG	LINDMAN
4	JAMESON	MIKULICH
5	KEITH	LANDGREBE
6	DELORES	MEDWID
7	DARLENE	KNOEPKA
8	PATRICK	JACOBS
9	GRETCHEN	DONAHUE
10	MEGAN	ONEIL
11	RITA	KAISER
12	SUSAN	SHEPPERD
13	SHARON	MITCHELL
14	VIRGINIA	WATSON
15	PATRICIA	MICHELETTI
16	RICHARD	PRICE
17	BONITA	ZELAZNY
18	BONNIE	COGHLAN
19	CATHY	KOHN
20	BRUCE	KOHN
21	DONNA	FASCHINGBAUER
22	JILL	HIEBERT
23	MICHAEL	BRUMMER
24	JANET	BROWN
25	JANET	CORNELL
26	ELIDAH	ASETTO
27	LISA	SELSTAD
28	ELISSA	POURZANDVAKIL
29	JOHN	COGHLAN
30	CHRISTIE	CHANG
31	RAMONIA	MACDONALD
32	MICHAEL	BERGMANN
33	MARGARET	MACEACHERN
34	JEFFREY	WARNER
35	MARLYS	GENUNG
36	MABEL	HERNANDEZ
37	GEORGE	PAPPAS
38	ELLEN	LANE
39	SYNETSKA	OKSANA
40	SHANNON	BRADY
41	STEPHANIE	KOHN
42	CAROL	JACOBS
43	DEAN	OLANDER
44	GLORIA	OLANDER