



Pursuant to Missouri Court Rule of Civil Procedure 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 the requirements of Rule 52.08(a) and 52.08(b). Specifically, the Court finds, for 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 has 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. **Class Counsel:** The Court finds that proposed Class Counsel are all qualified and adequate to represent the Class and appoints Maureen Brady of McShane & Brady, Eduard Korsinsky of Levi & Korsinsky, LLP, Gerard Stranch of Stranch, Jennings & Garvey, PLLC, Tyler Bean of Siri & Glimstad LLP, Raina C. Borrelli of Strauss Borrelli PLLC and David K. Lietz of Milberg Coleman Bryson Phillips Grossman, PLLC as Class Counsel.

3. **Preliminary 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, that the Settlement treats the Settlement Class Members equitably, and all of the other factors required by Rule 52.08 and relevant case law.

4. **Jurisdiction:** The Court has subject matter jurisdiction pursuant to Mo. Stat. § 478.070 and personal jurisdiction over the parties before it. Additionally, venue is proper in this Court pursuant to MO Stat. § 508.010.

5. **Final Approval Hearing:** A Final Approval Hearing shall be held on June 8, 9:30 am, 2026, at 10 North Tucker Boulevard, St. Louis, Missouri, where the Court will determine, among other things, whether: (a) this Litigation should be finally certified as a class action for settlement purposes pursuant to Missouri Court Rule of Civil Procedure 52.08; (b) the Settlement should be approved as fair, reasonable, and adequate, and finally approved pursuant to Missouri Court Rule of Civil Procedure 52.08; (c) this Litigation 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 Class Counsel for an award of Attorneys' Fees, Costs, and Expenses should be approved pursuant to Missouri Court Rule of Civil Procedure 74.16; and (f) whether Service Awards will be awarded to Class Representatives.

6. **Settlement Administration:** The Court appoints Simpluris, Inc., 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 Plan in the Settlement Agreement provides adequate due process to absent class members and is hereby approved. The Court finds that the proposed form, content, and method of giving notice to the Settlement Class as described in the notice program and 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 Litigation, 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, including Missouri Court Rule of Civil Procedure 52.08; and (e) and meet the requirements of the Due Process Clause(s) of the United States and Missouri Constitutions. 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.

8. **Exclusion from the Class:** Any Settlement Class Member who wishes to be excluded from the Settlement Class must individually sign and timely and appropriately submit valid written notice of such intent to the designated Post Office box established by the Settlement Administrator in the manner provided in the notice. The request for exclusion must include: (i) the name and number of the proceeding; (ii) the individual's full name, current mailing address,

telephone number, and email address (if any); (iii) personal signature; and (iv) the words “Request for Exclusion,” and a comparable statement that the individual does not wish to participate in the Settlement, or some other clear manifestation of the intent to opt-out of the Settlement in the written communication. Each request for exclusion must request exclusion only for that one individual whose personal signature appears on the request. The Notice must state that any Settlement Class Member who does not file a timely request for exclusion in accordance with this Paragraph will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement. The Settlement Administration shall timely furnish Class Counsel and Defendant’s counsel with a list of all valid and timely opt outs and shall include the same in its declaration in support of final approval.

9. **Objection:** A Settlement Class Member (who does not submit a timely written request for exclusion) desiring to object to the Settlement Agreement may submit a timely written notice of his or her objection by the Objection Date and as stated in the notice. The Long Notice and the Settlement Website shall instruct Settlement Class Members who wish to object to the Settlement Agreement to send their written objections to the Settlement Administrator at the address indicated in the Long Notice, and to file their objection with this Court. The Long Notice shall advise Settlement Class Members of the deadline for submission of any objections—the “Objection Date.” A written objection must include (i) the name and number of the proceeding; (ii) the Settlement Class Member’s full name, current mailing address, telephone number, and email address (if any); (iii) documentation sufficient to establish membership in the Settlement Class, such as a copy of the Email Notice or Postcard Notice the objector received; (iv) a statement of the specific grounds for the objection, as well as any documents supporting the objection and a description of whether the objection applies only to the Settlement Class Member, a subset of the

Settlement Class, or the entire Settlement Class; (v) the identity of any attorneys representing the objector (if any), as well as a description of the attorney's background and prior experience, the amount of anticipated fees and method of calculation, the attorney's hourly rate, and the number of hours spent working; (vi) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to 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 description and/or copies of evidence that may be introduced at Final Approval Hearing; (ix) a list of proceedings in which the Settlement Class Member has submitted an objection during the past five (5) years; and (x) the signature of the Settlement Class Member (an attorney's signature is not sufficient). 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 and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Litigation. 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.

10. **Claims Process.** Settlement Class Counsel and Defendant's counsel 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 notices and 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.

11. **Termination of the 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; (c) there is no Effective Date; or (d) otherwise consistent with the terms of the Settlement Agreement. In such event, (a) the Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled Litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel; (b) 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 Litigation or in any other proceeding for any purpose, and (c) 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*.

12. **Use of this 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, or liability. Nor shall this Preliminary Approval Order be construed or used

as an admission, concession, or declaration by or against any of 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 Litigation or in any other lawsuit. Nor shall this Preliminary Approval Order be construed or used as an admission, concession, or declaration with respect to whether a class should be certified.

13. **Continuance of the 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.

14. **Stay of Litigation:** All proceedings in the Litigation, 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.

15. **Schedule and Deadlines:** The Court orders the following schedule of dates:

**SETTLEMENT TIMELINE**

<b><u>Event</u></b>	<b><u>Deadline</u></b>
Defendant provides Settlement Class List to the Settlement Administrator	7 days after entry of this order
Notice Deadline	30 days after entry of this order
Objection Deadline	60 days after the notice deadline
Opt-Out Deadline	60 days after the notice deadline
Claims Deadline	90 days after the notice deadline
Plaintiffs' Motion for Attorneys' Fees and Service Awards	14 days before the opt-out and objection deadline
Plaintiffs' Motion for Final Approval	14 days before the Final Approval Hearing

Final Approval Hearing

PLAINTIFFS' REQUEST THAT THE  
COURT SET THIS DATE NO EARLIER  
THAN 120 DAYS AFTER ENTRY OF THIS  
ORDER

**IT IS SO ORDERED.**

Dated: 1/21/26

  
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Circuit Judge