SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Settlement Agreement") is entered into by and between Dinah Barnett, Kristen Kurtz Kohlberg, Steven Shireman, Mattie Arnold, and Ralph Williams ("Plaintiffs" or "Settlement Class Representatives"), individually and on behalf of the Settlement Class (defined below); and St. Andrew's Resources for Seniors System ("Defendant" or "St. Andrew's") in the case titled *Barnett et al. v. St. Andrew's Resources for Seniors System*, Case No. 2522-CC09432, in the Circuit Court for the City of St. Louis, State of Missouri. Defendant and Plaintiffs are collectively referred to herein as the "Parties." The lawsuit being resolved is referred to herein as the "Litigation."

I. FACTUAL BACKGROUND AND RECITALS

1. Plaintiffs allege that, on or about February 8, 2024, St. Andrew's was alerted to suspicious activity in certain employee email accounts (the "Data Incident"). Plaintiffs alleged that this Data Incident potentially impacted the personally identifiable information ("PII") and protected health information ("PHI") of Defendant's current and former employees and patients. Specifically, the following types of PII/PHI were potentially impacted: names, addresses, Social Security numbers, driver's license numbers, state identification numbers, passport numbers, military identification numbers, financial account information, payment card information, health insurance information, and medical information.

2. In total, the Data Incident potentially impacted the PII/PHI of approximately 12,304 living individuals (the "Class" or "Class Members").

3. On February 7, 2025, Defendant began notifying Plaintiffs and the Settlement Class about the Data Incident.

4. In February and March 2025, Plaintiffs filed separate actions against Defendant—which Defendant then removed to the U.S. District Court for the Eastern District of Missouri.

5. The initial state court actions were titled: *Kristen Kurtz Kohlberg v. St. Andrew's Resources for Seniors System*, No. 25SL-CC01891 (St. Louis County) (filed February 19, 2025) (removed April 7, 2025); *Steven Shireman v. St. Andrew's Resources for Seniors System*, No. 25SL-CC01962 (St. Louis County) (filed February 20, 2025) (removed April 7, 2025); *Ralph Williams v. St. Andrew's Resources for Seniors System*, No. 25SL-CC02016 (St. Louis County) (filed February 24, 2025) (removed April 7, 2025); *Mattie Arnold v. St. Andrew's Resources for Seniors System*, No. 2522-CC00410 (City of St. Louis) (filed March 4, 2025) (removed April 7, 2025); and *Dinah Barnett v. St. Andrew's Resources for Seniors System*, No. 25SL-CC02942 (St. Louis County) (filed March 18, 2025) (removed May 9, 2025).

6. The resultant federal cases were titled: *Dinah Barnett v. St. Andrew's Resources for Seniors' System*, No. 4:25-cv-00674-SRC (E.D. Mo.); *Kristen Kurtz Kohlberg v. St. Andrew's Resources for Seniors' System*, No. 4:25-cv-00466-JAR (E.D. Mo.); *Mattie Arnold v. St. Andrews Resources for Seniors Systems*, No. 4:25-cv-00460-MTS (E.D. Mo.); *Steven Shireman v. St. Andrew's Resources for Seniors' System*, No. 4:25-cv-00459-SEP (E.D. Mo.); and *Ralph Williams v. St. Andrew's Resources for Seniors' System*, No. 4:25-cv-00454-JMD (E.D. Mo.).

7. On July 23, 2025, after a period of informal discovery and mutual exchange of information, the Parties engaged in mediation with experienced class action mediator Bennett G. Picker, Esq. of Stradley Ronon Stevens & Young, LLP. Throughout their mediation session, the Parties engaged in an extensive evaluation and discussion of the relevant facts and law, and the Parties carefully considered the risk and uncertainties of continued litigation and all other factors bearing on the merits of settlement. During the mediation, the Parties succeeded in reaching agreement on the principal terms of a settlement—subject to final mutual agreement on all the necessary documentation.

8. On October 3, 2025, Plaintiffs individually and on behalf of a putative class, filed an action against Defendant in the Circuit Court for the City of St. Louis, State of Missouri, titled *Barnett et al. v. St. Andrew's Resources for Seniors System*, Case No. 2522-CC09432. Plaintiffs brought the following claims: breach of implied contract, negligence, negligent training and supervision, and negligence *per se*.

9. The Parties have agreed to settle the Litigation on the terms and conditions set forth herein in recognition that the outcome of the Litigation is uncertain and that achieving a final result through litigation would require substantial additional risk, uncertainty, discovery, time, and expense for the Parties.

10. Defendant denies all claims of wrongdoing or liability that Plaintiffs, Settlement Class Members, or anyone else have asserted in this Litigation or may assert in the future based on the conduct alleged in the complaints referenced in these Recitals. Despite Defendant's position that it is not liable for, and has good defenses to, the claims alleged in the Litigation, Defendant desires to settle the Litigation, and thus avoid the expense, risk, exposure, inconvenience, uncertainty, and distraction of continued litigation of any action relating to the matters being fully settled and finally resolved and released in this Settlement Agreement. Neither this Settlement Agreement, nor any negotiation or act performed or document created in relation to the Settlement Agreement or negotiation or discussion thereof is, or may be deemed to be, or may be used as, an admission of, or evidence of, any wrongdoing or liability.

11. The Parties now enter into this Settlement Agreement. Plaintiffs and Class Counsel have conducted an investigation into the facts and the law regarding the Litigation and have concluded that a settlement according to the terms set forth below is fair, reasonable, and adequate, and beneficial to and in the best interests of Plaintiffs and the Settlement Class, recognizing: (1) the existence of complex and contested issues of law and fact; (2) the risks inherent in litigation; (3) the likelihood that future proceedings will be unduly protracted and expensive if the proceeding is not settled by voluntary agreement; (4) the magnitude of the benefits derived from the contemplated settlement in light of both the maximum potential and likely range of recovery to be obtained through further litigation and the expense thereof, as well as the potential of no recovery whatsoever; and (5) Plaintiffs' determination that the settlement is fair, reasonable, adequate, and will substantially benefit the Settlement Class Members.

12. Considering the risks and uncertainties of continued litigation and all factors bearing on the merits of settlement, the Parties are satisfied that the terms and conditions of this Settlement Agreement are fair, reasonable, adequate, and in their respective best interests.

13. In consideration of the covenants, agreements, and releases set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and among the undersigned that the Litigation be settled and compromised, and that the Releasors release the Released Parties of the Released Claims, without costs as to Released Parties, Plaintiffs, Class Counsel, or the Settlement Class, except as explicitly provided for in this Settlement Agreement, subject to the approval of the Court, on the following terms and conditions.

II. DEFINITIONS

As used in this Settlement Agreement, the following terms have the meanings specified below:

14. **"Alternative Cash Payment"** means a cash payment of Fifty Dollars and Zero Cents ($50.00), which a Class Member may claim in lieu of claims for Documented Out-of-Pocket Losses or Lost Time.

15. "**Approved Claims**" shall mean complete and timely Claim Forms submitted by Settlement Class Members that have been approved by the Settlement Administrator.

16. "**Claim Form**" shall mean the form that Settlement Class Members may submit to obtain Settlement Benefits, which is attached as **Exhibit C**.

17. "**Claims Deadline**" shall mean the date by which all Claim Forms must be postmarked (if mailed) or submitted (if filed electronically) to be considered timely and shall be set as a date ninety (90) days after the Notice Deadline. The Claims Deadline shall be the last day by which a Claim Form may be submitted to the Settlement Administrator for a Settlement Class Member to be eligible for Settlement Benefits. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order, as well as in the Notice and the Claim Form.

18. "**Class Counsel**" shall mean Maureen M. Brady of McShane & Brady, LLC, Eduard Korsinsky of Levi & Korsinsky, LLP, J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC, Tyler J. Bean of Siri & Glimstad LLP, Raina C. Borrelli of Strauss Borrelli PLLC and David K. Lietz of Milberg Coleman Bryson Phillips Grossman, PLLC.

19. "**Counsel**" or "**Counsel for the Parties**" means both Class Counsel and Defendant's Counsel, collectively.

20. "**Court**" shall mean the Circuit Court for the City of St. Louis, State of Missouri.

21. **"Monitoring Services"** means two (2) years of Medical Shield Complete and one-bureau credit monitoring.

22. **"Data Incident"** means the cybersecurity incident that Defendant was alerted to on or about February 8, 2024 in which a criminal third party gained unauthorized access to certain of Defendant's employee email accounts, which potentially impacted the PII/PHI of approximately 12,304 living individuals, and which is the subject of this Litigation.

23. "**Defendant**" shall mean St. Andrew's Resources for Seniors System.

24. "**Defendant's Counsel**" shall mean Baker & Hostetler LLP.

25. "**Effective Date**" shall mean the date when the Settlement Agreement becomes Final.

26. "**Fee and Expense Application**" shall mean the motion to be filed by Class Counsel, in conjunction with the motion seeking final approval, in which they seek approval of an award of attorney fees, as well as Service Awards for the Class Representatives.

27. "**Fee Award and Expenses**" means the amount of attorney fees and reimbursement of litigation expenses awarded by the Court to Class Counsel.

28. "**Final**" means the Final Approval Order has been entered on the docket, and: (1) the time to appeal from such order has expired and no appeal has been timely filed; (2) if such an appeal has been filed, it has been finally resolved and has resulted in an affirmation of the Final Approval Order; or (3) the Court following the resolution of the appeal enters a further order or orders approving settlement on the material terms set forth herein, and either the time to further appeal from such order has expired and no further appeal is taken from such order(s) or any such appeal has been finally resolved and results in affirmation of such order(s).

29. "**Final Approval Hearing**" means the hearing before the Court where the Plaintiffs will request a judgment to be entered by the Court approving the Settlement Agreement, approving the Fee Award and Expenses, and approving Service Awards to the Class Representatives. The hearing may be held via video conference or by telephone, and if so, instructions will be posted on the Settlement Website.

30. "**Final Approval Order**" shall mean an order entered by the Court, in substantially the same form as the one attached hereto as **Exhibit E**, that:

i. Certifies the Settlement Class for purposes of settlement;

ii. Finds that the Settlement Agreement is fair, reasonable, and adequate, was entered into in good faith and without collusion, and approves and directs consummation of this Settlement Agreement;

iii. Dismisses Plaintiffs' claims pending before it with prejudice and without costs, except as explicitly provided for in this Settlement Agreement;

iv. Approves the Release provided below and orders that, as of the Effective Date, the Released Claims will be released as to Released Parties;

v. Includes as an exhibit a list of individuals who timely and validly opted out of the Settlement;

vi. Reserves jurisdiction over the Settlement and this Settlement Agreement; and

vii. Finds that there is no just reason for delay of entry of Final Approval Order with respect to the foregoing.

31. "**Frequently Asked Questions**" or "**FAQs**" are questions and answers to those questions that are frequently posed by Class Members about class action settlements and specifically about this Settlement.

32. "**Litigation**" shall mean the action *Barnett et al. v. St. Andrew's Resources for Seniors System*, Case No. 2522-CC09432, in the Circuit Court for the City of St. Louis, State of Missouri.

33. "**Long Form Notice**" is the content of the notice substantially in the form as **Exhibit B**, which will be posted on the Settlement Website and will include robust details about the Settlement.

34. **"Lost Time"** means time spent remedying issues related to the Data Incident, which can be claimed at a rate of $20.00/hour for up to four (4) hours.

35. "**Notice**" means the direct notice of this proposed Settlement, which is to be provided substantially in the manner set forth in this Settlement Agreement and **Exhibits A and B**. The Notice Deadline in this case will be thirty (30) days after the Preliminary Approval Order is entered.

36. "**Notice Deadline**" means the last day by which Notice must be issued to the Settlement Class Members, and will occur thirty (30) days after the Preliminary Approval Order is entered.

37. "**Notice and Administrative Expenses**" means all reasonable expenses incurred in the administration of this Settlement, including, without limitation, providing Notice to the Settlement Class, locating Settlement Class Members, processing claims, determining the eligibility of any person to be a Settlement Class Member, and administering, calculating and distributing the Settlement Payments to Participating Settlement Class Members, subject to the agreement between Simpluris and Defendant.

38. "**Objection Deadline**" means the date by which a written objection to this Settlement Agreement or a request for exclusion submitted by a person within the Settlement Class must be postmarked and/or filed with the Court and sent to the Settlement Administrator, which shall be designated as sixty (60) days after the Notice Deadline, or such other date as ordered by the Court.

39. "**Opt-Out Deadline**" is the last day on which a Settlement Class Member may file a request to be excluded from the Settlement Class, which will be sixty (60) days after the Notice Deadline.

40. **"Out-of-Pocket Losses"** means out-of-pocket costs or expenditures that a Settlement Class Member actually incurred that are supported by reasonable third-party documentation. Out-of-Pocket Losses include things such as losses related to fraud and identity theft, the purchase of identity protection services, credit monitoring services, or ID theft insurance, and such expenses must be fairly traceable to the Data Incident and not already reimbursed by a third party.

41. **“Participating Settlement Class Member**” means a Settlement Class Member who does not submit a valid request for exclusion prior to the Opt-Out Deadline.

42. “**Parties**” shall mean Plaintiffs and Defendant, collectively.

43. “**Plaintiffs**” or “**Class Representatives**” shall mean the named Class Representatives, Dinah Barnett, Kristen Kurtz Kohlberg, Steven Shireman, Mattie Arnold, and Ralph Williams.

44. “**Preliminary Approval Order**” shall mean the Court’s Order preliminarily approving the Settlement Agreement, certifying the Settlement Class for settlement purposes, and directing notice of the Settlement to the Settlement Class substantially in the form of the Notice set forth in this Settlement Agreement. Attached as **Exhibit D**.

45. “**Released Claims**” shall have the meaning ascribed to it as set forth below in this Settlement Agreement.

46. “**Released Parties**” shall have the meaning ascribed to it as set forth below in this Settlement Agreement.

47. “**Releasors**” shall refer, jointly and severally, and individually and collectively, to Plaintiffs, the Participating Settlement Class Members, and to each of their past, present, and future predecessors, successors, heirs, devisees, beneficiaries, conservators, executors, estates, administrators, trustees, receivers, and assigns of each of the foregoing, and anyone claiming by, through, or on behalf of them.

48. “**Service Award**” shall have the meaning ascribed to it as set forth below in this Settlement Agreement. The Service Awards requested in this matter shall not exceed $3,500.00 to each Plaintiff, or $17,500.00 total, subject to court approval.

49. “**Settlement Administrator**” means, subject to Court approval, Simpluris, Inc., an entity jointly selected and supervised by Class Counsel and Defendant to administer the Settlement.

50. “**Settlement Benefits**” means the Monitoring Services, Out-of-Pocket Losses, Lost Time, and/or Alternative Cash Payment benefits, as further described in Section IV herein.

51. “**Settlement Class**” or **“Class”** means all living individuals in the United States who received Notice, including notice of this Settlement, that their PII/PHI may have been impacted in the Data Incident.” Excluded from the Settlement Class are: (1) the judges presiding over this Action, and members of their direct families and Court staff; (2) the Defendant, their subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or their parents have a controlling interest, and their current or former officers and directors; (3) Settlement Class Members who submit a valid request for exclusion prior to the Opt-Out Deadline; (4) governmental entities; and (5) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident, or who pleads *nolo contendere* to any such charge.

52. "**Settlement Class List**" means a list of each Settlement Class Member's full name, current or last known address, and email address (if any), which Defendant or Defendant's agent shall provide to the Settlement Administrator within seven (7) days of the entry of the Preliminary Approval Order.

53. "**Settlement Class Member**" means an individual who falls within the definition of the Settlement Class.

54. "**Settlement Payment**" means the payment to be made via mailed check and/or electronic payment to a Participating Settlement Class Member from the Settlement Administrator.

55. "**Settlement Website**" means a website established and administered by the Settlement Administrator, which shall contain information about the Settlement, including electronic copies of **Exhibits A-E** (or any forms of these notices that are approved by the Court), this Settlement Agreement, and all Court documents related to the Settlement. The Settlement Website, will be publicly viewable and contain broad information about the Settlement, including but not limited to, copies of the Complaint filed in this matter, a copy of the Long Form Notice, Short Form Notice, FAQs, Claim Form that may be submitted online through the Settlement Website or mailed to the Settlement Administrator, and the deadlines for filing a claim, objection, or exclusion requests, and the date of the Final Approval Hearing. The Settlement Website is viewed as an important piece of the notice plan to Class Members. The Settlement Website will remain active until ninety (90) days after the Effective Date.

56. "**Short Form Notice**" is the content of the postcard notice that will be mailed to each available Settlement Class Member substantially in the form as **Exhibit A**, which will be posted on the Settlement Website and will include details about the Settlement.

IV. SETTLEMENT BENEFITS AND ADMINISTRATION

57. The Settlement Administrator will agree to make the following Settlement Benefits available to Settlement Class Members who submit valid and timely claim forms. Claims will be subject to review for completeness and plausibility by a Settlement Administrator, and Claimants will have the opportunity to cure any deficiencies identified by the Settlement Administrator.

i. **Monitoring Services**: All Participating Settlement Class Members are eligible to enroll in two (2) years of Medical Shield Complete services and one-bureau credit monitoring services, provided by CyEx, regardless of whether the Participating Settlement Class Member submits a claim for reimbursement of Out-of-Pocket Losses or Lost Time. The Settlement Administrator shall send an activation code to each valid Monitoring Services claimant within fourteen (14) days of the Effective Date that can be used to activate Monitoring Services. Such enrollment codes shall be sent via e-mail, unless the claimant did not provide an e-mail address, in which case such codes shall be sent via U.S. mail. Codes will be active for one-hundred and eighty (180) days after the date of mailing, and may be used to activate the full term if used at any time during that period. Monitoring Services, the administration of which will be overseen by the Settlement Administrator, will be paid for by Defendant.

ii. **<u>Compensation for Out-of-Pocket Losses</u>**: Participating Settlement Class Members may submit a claim for reimbursement of documented out-of-pocket losses, not to exceed $5,000.00 per Participating Settlement Class Member. To be eligible for documented out-of-pocket loss reimbursement, the Participating Settlement Class Member must attest under penalty of perjury to incurring documented losses, that those losses were reasonably related to the Data Incident, and that those losses have not already been reimbursed by a third party. Participating Settlement Class Members must also submit reasonable documentation supporting the out-of-pocket losses, which means documentation contemporaneously generated or prepared by a third party supporting a claim for expenses paid. Non-exhaustive examples of reasonable documentation include telephone records, correspondence including emails, or receipts. Participating Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with the credit monitoring and identity theft protection product offered as part of the notification letter provided by Defendant or otherwise. If a Participating Settlement Class Member does not submit reasonable documentation supporting a loss, or if their Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim, the Claim will be rejected.

“Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation.

iii. **<u>Compensation for Lost Time</u>**: The Settlement Administrator will provide compensation for up to four (4) hours of lost time at $20.00 per hour for time spent mitigating the effects of the Data Incident (i.e., not to exceed $80.00 in total). Participating Settlement Class Members may submit claims for lost time with an attestation affirming that they spent the claimed time responding to issues raised by the Data Incident. This attestation may be completed by checking a box next to the sentence: “I swear and affirm that I spent the amount of time noted responding to the Data Incident that impacted St. Andrew’s Resources for Seniors System.” Claims for Lost Time can be combined with claims for: (i) monitoring services, or (ii) compensation for out-of-pocket losses. But a claim for Lost Time cannot be combined with a claim for the Alternative Cash Payment.

iv. **<u>$50 Cash Compensation (Alternative Cash Payment)</u>**: Participating Settlement Class Members can elect to make a claim for a $50.00 Alternative Cash Payment as an alternative to making a claim for Out-of-Pocket Losses and Lost Time. However, Settlement Class Members can claim both Monitoring Services and the Alternative Cash Payment. To receive this benefit, Participating Settlement Class Members must submit a valid claim form, but no documentation is required to make a claim. For the avoidance of doubt, Participating Settlement Class Members electing an Alternative Cash Payment may not submit a claim for any other form of reimbursement that may otherwise be available under this Settlement Agreement, including for Out-of-Pocket Losses and Lost Time.

58. **Assessing Claims for Out-of-Pocket Losses**. The Settlement Administrator shall verify that each person who submits a Claim Form is a Settlement Class Member. The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent documentation for out-of-pocket losses reflect valid out-of-pocket losses actually incurred (and not already reimbursed by a third party) that are fairly traceable to the Data Incident, but may consult with both Class Counsel and Defendant's Counsel in making individual determinations. The Settlement Administrator is authorized to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.

59. **Assessing Claims for Lost Time**. The Settlement Administrator shall verify that each person who submits a Claim Form is a Settlement Class Member. The Settlement Administrator shall have the sole discretion and authority to determine whether the prerequisites have been met in order to award payments of Lost Time, but may consult with both Class Counsel and Defendant's Counsel in making individual determinations. The Settlement Administrator is authorized to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.

60. **Assessing Claims for Alternative Cash Payments**. The Settlement Administrator shall verify that each person who submits a Claim Form is a Settlement Class Member. A Settlement Class Member shall not be required to submit any documentation or additional information in support of their claim for an Alternative Cash Payment. The Settlement Administrator is authorized to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.

61. **Disputes**. To the extent the Settlement Administrator determines a claim is deficient in whole or part, within a reasonable time of making such a determination, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies and give the Settlement Class Member twenty-one (21) days to cure the deficiencies. Such notifications shall be sent via e-mail, unless the claimant did not provide an e-mail address, in which case such notifications shall be sent via U.S. mail. If the Settlement Class Member attempts to cure the deficiencies but, at the sole discretion and authority of the Settlement Administrator, fails to do so, the Settlement Administrator shall notify the Settlement Class Member of that determination within ten (10) days, which shall be final. The Settlement Administrator may consult with Class Counsel and Defendant's Counsel in making such determinations.

62. **Returned Checks**. For any Settlement Check returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make reasonable efforts to locate a valid address and resend the Settlement Payment within thirty (30) days after the check is returned to the Settlement Administrator as undeliverable. In attempting to locate a valid address, the Settlement Administrator is authorized to send an e-mail and/or place a telephone call to that

Participating Settlement Class Member to obtain updated address information. Any replacement Settlement Checks issued to Participating Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Participating Settlement Class Members within that time.

63. **Uncashed Checks**. Settlement Checks must be cashed within ninety (90) days of issuance and may thereafter automatically be canceled if not cashed by the Participating Settlement Class Members within that time. Any Participating Settlement Class Member who does not cash their check within the aforementioned time period may petition the Settlement Administrator within 30 days of the expiration of their uncashed check to reissue their paper check and, good cause providing, the Settlement Administrator will issue a new check. Participating Settlement Class Members are entitled to only one petition on this basis, and any check reissued for such reasonable circumstances will expire within 30 days of reissuance (based on the date of the check). Participating Settlement Class Members who do not timely cash their checks and who fail to petition for a reissuance of the uncashed check will be considered as having waived any right to a cash payment under the Settlement Agreement.

64. **Deadline to Provide List of Initially Approved and Rejected Claims**. Within thirty-five (35) days after the Claims Deadline, the Settlement Administrator shall provide Class Counsel and Defendant's Counsel with a list of initially approved and rejected claims.

65. **Deadline to Provide Objections and Opt-Outs**. Within seventy (70) days after the Claims Deadline, the Settlement Administrator shall provide Class Counsel and Defendant's Counsel with copies of each request for exclusion and written objection to the Settlement.

66. **Settlement Administration Fees**. Upon the receipt of sufficient payment information from the Settlement Administrator, Defendant will pay (or cause to be paid) the entirety of the Notice and Administrative Expenses, including the cost of Notice. The Parties have solicited competitive bids for the settlement administration fees, and agree to utilize email notice where practicable in order to minimize the administration costs while still providing effective notice to the Class. Settlement Administration Fees shall be paid by Defendant, subject to the agreement between Simpluris and Defendant.

67. Once a Settlement Administrator is mutually agreed to by the Parties and after the settlement is preliminarily approved by the Court, the Settlement Administrator will provide notice in a manner mutually agreed upon by the Parties, and which shall consist of direct mail or email notice.

68. In advance of the Final Approval Hearing, the Settlement Administrator shall prepare a written declaration confirming the Notice was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice was completed, indicating the number of Claim Forms received, including the value of all Claims for Lost Time, the value of all Claims for Documented Out-of-Pocket Losses, and the number of Settlement Class Members who elected Monitoring Services, and 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.

69. Within thirty (30) days after the Effective Date, the Settlement Administrator shall make payments to all Participating Settlement Class Members that made a valid claim, subject to the procedure set forth herein.

70. The Parties, Class Counsel, and Defendant's Counsel shall not have any liability whatsoever with respect to: (i) any act, omission or determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise; and (ii) the management and distribution of Settlement Payments.

V. ADDITIONAL SECURITY MEASURES

71. **Additional Security Measures**. Defendant has confirmed that it has made certain changes to its information security and will attest to these changes in a confidential declaration or other communication.

72. Within thirty (30) days after the entry of the Preliminary Approval Order, Defendant shall provide Plaintiffs' Counsel with a confidential declaration or other communication attesting that agreed upon security-related measures have been implemented on or before and up to the date of the Preliminary Approval Order and identifying the approximate cost of those security-related measures.

73. Costs associated with these security-related measures should be paid by Defendant separate and apart from other settlement benefits.

74. If requested by the Court, the Parties will provide such information for *in camera* review.

VI. SETTLEMENT CLASS NOTICE, OPT-OUTS, AND OBJECTIONS

75. **Notice**. Within seven (7) days after the entry of the Preliminary Approval Order, Defendant shall provide the Settlement Class List to the Settlement Administrator. Within thirty (30) days after the Preliminary Approval Order is entered, the Settlement Administrator shall disseminate Notice to the Settlement Class Members. Notice shall be disseminated via U.S. mail or email to all Settlement Class Members, to the extent mailing addresses or email addresses are known. The process to issue Notice as described in this Paragraph and the creation and maintenance of the Settlement Website shall constitute the "Notice Plan."

76. **Final Approval Hearing**. The Notice must set forth the time and place of the Final Approval Hearing (subject to change) and state that any Settlement Class Member who does not file a timely and adequate objection in accordance with this Paragraph waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement.

77. **Opt-Outs**. The Notice shall explain the procedure for Settlement Class Members to exclude themselves or "opt-out" of the Settlement by mailing a request for exclusion to the Settlement Administrator postmarked no later than the Opt-Out Deadline. 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.

78. **Objections**. The Notice shall explain the procedure for Settlement Class Members to object to the Settlement or Fee and Expense Application by submitting written objections to the Court no later than the Objection Deadline. 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).

VII. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

79. **Certification of the Settlement Class**. For purposes of this Settlement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon both the Court entering the Final Approval Order of this Settlement and the occurrence of the Effective Date.

80. **Preliminary Approval**. Following execution of this Agreement, Class Counsel shall file a motion for preliminary approval of the Settlement, in a form agreeable to the Parties, within thirty (30) days thereof or a date thereafter that is agreeable to the Parties and the Court or that is otherwise ordered by the Court.

81. **Final Approval**. Class Counsel shall move the Court for a Final Approval Order of this Settlement, to be issued following the Final Approval Hearing; within a reasonable time after the Notice Deadline, Objection Deadline, and Opt-Out Deadline.

82. **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 retain jurisdiction with respect to the administration, consummation and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Plan and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

VIII. MODIFICATION AND TERMINATION

83. **Modification**. The terms and provisions of this Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that, after entry of the Preliminary Approval Order, the Parties may, by written agreement, effect such amendments, modifications, or expansions of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members under this Agreement.

84. **Settlement Not Approved**. If: (1) the Court does not issue the Preliminary Approval Order or Final Approval Order; (2) the Effective Date does not occur; or (3) the Final Approval Order is modified or reversed in any material respect by any appellate or other court, the Parties shall have sixty (60) days from the date of such non-occurrence during which the Parties shall work together in good faith in considering, drafting, and submitting reasonable modifications to this Agreement to address any issues identified by the Court or that otherwise caused the Preliminary Approval Order or Final Approval Order not to issue or the Effective Date not to occur. If such efforts are unsuccessful, either Party may at their sole discretion terminate this Agreement on seven (7) days written notice to the other Party. For avoidance of any doubt, neither Party may terminate the Agreement while an appeal from an order granting approval of the Settlement is pending.

85. **Blow Provision**. In the event that more than one hundred (100) Settlement Class Members exercise their right to exclude themselves from the Settlement Class, Defendant shall have the option to terminate this Agreement. Defendant shall notify Class Counsel and the Court of its intention to terminate this Agreement pursuant to this paragraph within ten (10) days after the last day on which Settlement Class Members may submit a request for exclusion, or the option to terminate shall be considered waived.

86. **Effect of Termination**. In the event of a termination as provided herein, this Agreement and the Settlement shall be considered null and void; all of the Parties' obligations under the Agreement shall cease to be of any force and effect and the Parties shall return to the status quo ante in the Action as if the Parties had not entered into this Agreement or the Settlement. Further, in the event of such a termination, the certification of the Settlement Class shall be void. Defendant reserve the right to contest class certification for all purposes other than this Settlement. Any orders preliminarily or finally approving the certification of any class contemplated by the Settlement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity in support of claims or defenses or in support or in opposition to a class certification

motion. In addition: (a) the fact that Defendant did not oppose certification of a class under the Settlement shall not be used or cited thereafter by any person or entity, including in a contested proceeding relating to class certification and (b) in the event of such a termination, all of the Parties' respective pre-Settlement claims and defenses will be preserved and any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Litigation or any other action or proceeding for any purpose.

IX. RELEASES

87. Upon the Effective Date, and in consideration of the settlement relief and other consideration described herein, Releasors shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and irrevocably released, acquitted, relinquished, and forever discharged Defendant and Defendant's past, present, and future direct and indirect heirs, associates, corporations, investors, owners, parents, subsidiaries, divisions, affiliates, predecessors, successors, and assigns, Board of Trustees, directors, officers, employees, agents, insurers, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, and the predecessors, successors, and assigns of each of them as well as covered entities associated with the Data Incident, and any other person acting on Defendant's behalf, in their capacity as such ("Released Parties"), and shall be forever barred from instituting, maintaining, or prosecuting any and all liabilities, rights, claims, actions, causes of action, demands, damages, penalties, costs, attorney fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result from, arise out of, are based upon, or relate to the Data Incident, and conduct that was alleged or could have been alleged in the Litigation, including, without limitation, any claims, actions, causes of action, demands, damages, penalties, losses, or remedies relating to, based upon, resulting from, or arising out of the Data Incident (the "Released Claims"). Each Party expressly waives state law or common law claims arising out of or relating to the Data Incident that the Releasors may have or had, such as under California's Consumer Privacy Act, California Civil Code section 1798.100, *et seq*. and/or California's Unfair Competition Law, California Civil Code section 17200 *et seq*.

88. With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date, Releasors shall have waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, the District of Columbia, or principle of common law or otherwise, which includes or is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

> **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 Releasors 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 Releasors 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. Settlement Class Representatives and Class Counsel acknowledge, and each Participating Settlement Class Member by operation of law shall be deemed to have acknowledged, that the inclusion of unknown claims in the Release was separately bargained for and was a key element of the Settlement Agreement.

89. Each Releasor waives any and all defenses, rights, and benefits that may be derived from the provisions of applicable law in any jurisdiction that, absent such waiver, may limit the extent or effect of the release contained in this Settlement Agreement.

90. **Mutual Understanding.** The Parties understand that if the facts upon which this Agreement is based are found hereafter to be different from the facts now believed to be true, each Party expressly assumes the risk of such possible difference in facts, and agrees that this Agreement, including the releases contained herein, shall remain effective notwithstanding such difference in facts. The Parties agree that in entering this Agreement, it is understood and agreed that each Party relies wholly upon its own judgment, belief, and knowledge and that each Party does not rely on inducements, promises, or representations made by anyone other than those embodied herein.

91. **Release of Class Representatives and Class Counsel**. Upon the Effective Date, Defendant and their representatives, officers, agents, directors, principals, affiliates, employees, insurers, and attorneys shall be deemed to have released, acquitted, and forever discharged the Settlement Class Representatives and Class Counsel from any and all claims or causes of action of every kind and description, including any causes of action in law, claims in equity, complaints, suits or petitions, and any allegations of wrongdoing, demands for legal, equitable or administrative relief (including, but not limited to, any claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, compensatory damages, consequential damages, penalties, exemplary damages, punitive damages, attorney fees, costs, interest or expenses), whether known or unknown, that arise out of, are based upon, or relate to prosecution of the Action (provided, however, that this release and discharge shall not include claims relating to the enforcement of the terms of the Settlement or this Agreement).

92. **Bar to Future Suits.** Upon entry of the Final Approval Order, Releasors shall be enjoined from prosecuting any claim they have released in the preceding paragraphs in any proceeding against Defendant or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order. Likewise, Defendant and their representatives, officers, agents, directors, principals, affiliates, employees, insurers, and attorneys shall be enjoined from prosecuting any claim they have released in the preceding paragraphs in any proceeding against Settlement Class Representatives and Class Counsel or based on any actions taken by Settlement Class Representatives and Class Counsel that are authorized or required by this Agreement or by the Final Approval Order. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this section.

X. SERVICE AWARD PAYMENTS

93. **Service Award Payments**. At least fourteen (14) days before the Opt-Out and Objection Deadlines, Class Counsel will file a Fee and Expense Application that will include a request for Service Award payments for the Settlement Class Representatives in recognition for their contributions to this Action not to exceed $3,500.00 per Plaintiff ($17,500.00 in total). Defendant shall pay (or cause to be paid) the Service Award payments to the Settlement Class Representatives. Such Service Award payments shall be distributed by the Settlement Administrator, in the amount approved by the Court, no later than seven (7) days after the Effective Date.

94. **No Effect on Agreement**. In the event the Court declines to approve, in whole or in part, the payment of Service Awards in the amount requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the Service Awards shall constitute grounds for termination of this Agreement.

XI. ATTORNEY FEES, COSTS, EXPENSES

95. **Attorney Fees and Costs and Expenses**. At least fourteen (14) days before the Opt-Out and Objection Deadlines, Class Counsel will file a Fee and Expense Application for an award of attorney fees and costs not to exceed $265,000.00. Fee Award and Expenses (plus any interest accrued thereon) shall be paid by the Settlement Administrator, in the amount approved by the Court, no later than seven (7) days after the Effective Date.

96. **No Effect on Agreement**. In the event the Court declines to approve, in whole or in part, the payment of the Fee Award and Expenses in the amount requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the Fee Award and Expenses shall constitute grounds for termination of this Agreement.

XII. NO ADMISSION OF LIABILITY

97. **No Admission of Liability**. The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with 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.

98. **No Use of Agreement**. Neither the Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) 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 Plaintiffs; or (ii) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission by Defendant in the Action or in any proceeding in any court, administrative agency or other tribunal.

XIII. <u>MISCELLANEOUS</u>

99. **Publicity.** The Parties agree that they shall not publicize this Settlement, Settlement Payments, the amount or sum of individual Settlement Class Representatives' or Settlement Class Members' shares or the events and negotiations surrounding this Agreement in any way except by joint pleadings or unopposed motions filed with the Court, if required. Subject to prior approval by Defendant's Releasees, which shall not be unreasonably withheld, Class Counsel may post information on their law firm websites about the Settlement that is consistent with the notice program. If any Party believes a statement is made in violation of this provision, the Parties shall meet-and-confer informally in an effort to resolve the dispute. If the dispute cannot be resolved informally, it shall be submitted to the Court for resolution.

100. **Integration of Exhibits**. The exhibits to this Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Agreement.

101. **Entire Agreement**. This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties with regard to the subject matter hereof and shall supersede any previous agreements, representations, communications and understandings among the Parties. This Agreement may not be changed, modified, or amended except in writing signed by all Parties, subject to Court approval. The Parties contemplate that, subject to Court approval or without such approval where legally permissible and where such changes are non-material, the exhibits to this Agreement may be modified by subsequent agreement of counsel for the Parties prior to dissemination of the Settlement Class Notice to the Settlement Class.

102. **Deadlines**. If any of the dates or deadlines specified herein falls on a weekend or legal holiday, including without limitation the Notice Deadline, the applicable date or deadline shall fall on the next business day. All reference to "days" in this agreement shall refer to calendar days unless otherwise specified.

103. **Construction**. For the purpose of construing or interpreting this Agreement, the Parties agree that this Agreement is to be deemed to have been drafted equally by all Parties hereto and shall not be construed strictly for or against any Party.

104. **No Tax Advice**. The Parties acknowledge that no tax advice has been offered or given by either Party to the other in connection with this Agreement, and each Party is relying upon the advice of its/their own tax consultant with regard to any tax consequences which may arise as a result of the execution of this Agreement.

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

106. **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 in good faith prior to seeking Court intervention.

107. **Governing Law**. 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.

108. **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 signatories do not sign the same counterparts. Original signatures are not required. Any signature submitted electronically through e-mail of an Adobe PDF shall be deemed an original.

109. **Notices**. All notices to Class Counsel provided for herein, shall be sent by overnight mail and email to:

Raina C. Borrelli
STRAUSS BORRELLI PLLC
80 N Michigan Avenue, Suite 1610
Chicago, Illinois 60611
T: (872) 263-1100
raina@straussborrelli.com

All notices to Defendant provided for herein, shall be sent by overnight mail and email to:

Casie D. Collignon
Sean B. Solis
BAKER & HOSTETLER LLP
1801 California Street, Suite 4400
Denver, Colorado 80202
T: (303) 861-0600
F: (303) 861-7805
ccollignon@bakerlaw.com
ssolis@bakerlaw.com

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

110. **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 or Parties on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

111. **No Government Third-Party Rights or Beneficiaries**. No government agency or official can claim any rights under this Agreement or Settlement.

112. **No Collateral Attack**. The Settlement Agreement shall not be subject to collateral attack, including by any Settlement Class Member or any recipient of notices of the Settlement after issuance of the Final Approval Order.

113. **Survival**. The Parties agree that the terms set forth in this Settlement Agreement shall survive the signing of the Settlement Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused the Settlement Agreement to be executed,

/s/ Dinah S. Barnett RN,C
Plaintiff Dinah Barnett

/s/
Plaintiff Kristen Kurtz Kohlberg

/s/
Plaintiff Steven Shireman

/s/
Plaintiff Mattie Arnold

/s/
Plaintiff Ralph Williams

/s/
Defendant St. Andrew's Resources for Seniors System

Dated:

/s/

Casie D. Collignon
Colby M. Everett
Sean B. Solis
BAKER & HOSTETLER LLP
1801 California Street, Suite 4400
Denver, CO 80202
T: (303) 861-0600
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ccollignon@bakerlaw.com
ceverett@bakerlaw.com
ssolis@bakerlaw.com
Counsel for Defendant St. Andrew's Resources for Seniors System

Dated:

/s/

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

J. Gerard Stranch, IV
Grayson Wells
STRANCH, JENNINGS & GARVEY, PLLC
The Freedom Center
223 Rosa L. Parks Avenue, Suite 200
Nashville, TN 37203
T: (615) 254-8801

IN WITNESS WHEREOF, the Parties hereto have caused the Settlement Agreement to be executed,

/s/
Plaintiff Dinah Barnett

/s/ Kristen Kurtz Kohlberg (Oct 30, 2025 13:40:13 CDT)
Plaintiff Kristen Kurtz Kohlberg

/s/
Plaintiff Steven Shireman

/s/
Plaintiff Mattie Arnold

/s/
Plaintiff Ralph Williams

/s/
Defendant St. Andrew's Resources for Seniors System

Dated:

/s/

Casie D. Collignon
Colby M. Everett
Sean B. Solis
BAKER & HOSTETLER LLP
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Denver, CO 80202
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F: (303) 861-7805
ccollignon@bakerlaw.com
ceverett@bakerlaw.com
ssolis@bakerlaw.com
Counsel for Defendant St. Andrew's Resources for Seniors System

Dated:

/s/

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

J. Gerard Stranch, IV
Grayson Wells
STRANCH, JENNINGS & GARVEY, PLLC
The Freedom Center
223 Rosa L. Parks Avenue, Suite 200
Nashville, TN 37203
T: (615) 254-8801

IN WITNESS WHEREOF, the Parties hereto have caused the Settlement Agreement to be executed,

/s/
Plaintiff Dinah Barnett

/s/
Plaintiff Kristen Kurtz Kohlberg

/s/ Steven Shireman
Steven Shireman (Oct 30, 2025 15:59:08 CDT)
Plaintiff Steven Shireman

/s/
Plaintiff Mattie Arnold

/s/
Plaintiff Ralph Williams

/s/
Defendant St. Andrew's Resources for Seniors System

Dated:

/s/

Casie D. Collignon
Colby M. Everett
Sean B. Solis
BAKER & HOSTETLER LLP
1801 California Street, Suite 4400
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ccollignon@bakerlaw.com
ceverett@bakerlaw.com
ssolis@bakerlaw.com
Counsel for Defendant St. Andrew's Resources for Seniors System

Dated:

/s/

Raina C. Borrelli
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980 N Michigan Avenue, Suite 1610
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The Freedom Center
223 Rosa L. Parks Avenue, Suite 200
Nashville, TN 37203
T: (615) 254-8801

IN WITNESS WHEREOF, the Parties hereto have caused the Settlement Agreement to be executed,

/s/ ______________________________
Plaintiff Dinah Barnett

/s/ ______________________________
Plaintiff Kristen Kurtz Kohlberg

/s/ ______________________________
Plaintiff Steven Shireman

/s/ Mattie Arnold (Nov 7, 2025 14:33:36 CST) ______________________________
Plaintiff Mattie Arnold

/s/ ______________________________
Plaintiff Ralph Williams

/s/ ______________________________
Defendant St. Andrew's Resources for Seniors System

Dated:

/s/ ______________________________

Casie D. Collignon
Colby M. Everett
Sean B. Solis
BAKER & HOSTETLER LLP
1801 California Street, Suite 4400
Denver, CO 80202
T: (303) 861-0600
F: (303) 861-7805
ccollignon@bakerlaw.com
ceverett@bakerlaw.com
ssolis@bakerlaw.com
Counsel for Defendant St. Andrew's Resources for Seniors System

Dated:

/s/ ______________________________

Raina C. Borrelli
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980 N Michigan Avenue, Suite 1610
Chicago, IL 60611
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The Freedom Center
223 Rosa L. Parks Avenue, Suite 200
Nashville, TN 37203
T: (615) 254-8801

IN WITNESS WHEREOF, the Parties hereto have caused the Settlement Agreement to be executed,

/s/
Plaintiff Dinah Barnett

/s/
Plaintiff Kristen Kurtz Kohlberg

/s/
Plaintiff Steven Shireman

/s/
Plaintiff Mattie Arnold

/s/ 11 / 06 / 2025
Plaintiff Ralph Williams

/s/
Defendant St. Andrew's Resources for Seniors System

Dated:

/s/

Casie D. Collignon
Colby M. Everett
Sean B. Solis
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ssolis@bakerlaw.com
Counsel for Defendant St. Andrew's Resources for Seniors System

Dated:

/s/

Raina C. Borrelli
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223 Rosa L. Parks Avenue, Suite 200
Nashville, TN 37203
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IN WITNESS WHEREOF, the Parties hereto have caused the Settlement Agreement to be executed,

/s/

Plaintiff Dinah Barnett

/s/

Plaintiff Kristen Kurtz Kohlberg

/s/

Plaintiff Steven Shireman

/s/

Plaintiff Mattie Arnold

/s/

Plaintiff Ralph Williams

Signed by:

/s/ William M. Holman

B3BB987AAD5F456...

Defendant St. Andrew's Resources for Seniors System

Dated: October 31, 2025

/s/

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Colby M. Everett
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Counsel for Defendant St. Andrew's Resources for Seniors System

Dated: 11 / 17 / 2025

/s/ Raina Borrelli

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Gary M. Klinger
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dlietz@milberg.com
gklinger@milberg.com

Counsel for Plaintiffs and Proposed Settlement Class

SETTLLEMENT TIMELINE

<u>Grant of Preliminary Approval</u>	
Defendant provides list of Settlement Class Members to the Settlement Administrator	7 days after Preliminary Approval
Long Form and Short Form Notices Posted on the Settlement Website	No later than 28 days after Preliminary Approval, or prior to the Settlement Website going live
Notice Deadline	30 days after Preliminary Approval.
Class Counsel's Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Class Representative Service Award	14 days before Objection and Opt-Out Deadlines
Objection Deadline	60 days after Notice Deadline
Opt-Out Deadline	60 days after Notice Deadline
Claims Deadline	90 days after Notice Deadline
Settlement Administrator Provide List of Objections/Opt-Outs to Counsel for the Parties	70 days after Notice Deadline
Initially Approved Claims List	35 days after Claims Deadline

Initially Rejected Claims List	35 days after Claims Deadline
Parties' Challenge to Any Claims	35 days from Initially Approved Claims List
Final Approval Hearing	120 days after Preliminary Approval Order (at minimum)
Motion for Final Approval	14 days before Final Approval Hearing Date
Settlement Administrator Provides Court Notice of Opt-Outs and/or Objections	14 days before Final Approval Hearing Date
Final Approval	
Payment of Attorney Fees and Expenses Class Representative Service Award	7 days after Effective Date
Settlement Website Deactivation	90 days after Effective Date

— EXHIBIT A —

St. Andrew's Data Incident Settlement
c/o Settlement Administrator
P.O. Box _____
Santa Ana, CA 92799-9958

Barnett et al. v. St. Andrew's Resources for Seniors System
Case No. 2522-CC09432

IF YOU WERE SENT NOTICE THAT YOUR PRIVATE INFORMATION MAY HAVE BEEN IMPACTED IN A FEBRUARY 2024 DATA INCIDENT INVOLVING ST. ANDREW'S RESOURCES FOR SENIORS SYSTEM, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS AND ENTITLE YOU TO SETTLEMENT BENEFITS.

A court has authorized this Notice.

This is not a solicitation from a lawyer.

You are not being sued.

THIS NOTICE IS ONLY A SUMMARY. VISIT WWW.[SETTLEMENTWEBSITE].COM OR SCAN THIS QR CODE FOR COMPLETE INFORMATION.

QR
code

First-Class
Mail
US Postage
Paid
Permit #__

«Barcode»
Postal Service: Please do not mark barcode

Claim #: XXX- «LoginID» - «MailRec»
«First1» «Last1»
«Addr1» «Addr2»
«City», «St» «Zip»
«Country»

Why am I receiving this notice?

A Settlement has been reached with St. Andrew’s Resources for Seniors System (“St. Andrew's”) in a class action lawsuit (“Settlement”). The case involves a February 2024 cybersecurity incident in which a criminal third party gained unauthorized access to certain of St. Andrew's' employee email accounts (the “Data Incident”). St. Andrew's denies that it did anything wrong, and the Court has not decided that St. Andrew’s did anything wrong. The parties have agreed to settle the lawsuit 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 living individuals in the United States who received Notice, including notice of this Settlement, that their PII/PHI may have been impacted in the Data Incident..”

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

What are the Settlement benefits?

All Settlement Class Members may elect two years of Medical Data Monitoring through CyEx Medical Shield Complete.

All Settlement Class Members may also submit a claim to receive reimbursement for (a) documented out-of-pocket losses, not to exceed $5,000; and (b) up to 4 hours of lost time at $20/hour.

Instead of submitting a claim for reimbursement for documented out-of-pocket losses and lost time, Settlement Class Members may submit a claim for a one-time $50 payment. Full details and instructions are available online.

How do I receive a benefit?

Visit www.[SettlementWebsite].com to submit a claim, or call **1-XXX-XXX-XXXX** to receive a Claim Form by mail. **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 Defendant or the Released Parties for the Released Claims. 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]** or by virtual or telephonic means, to consider whether to approve the Settlement. The Court will also consider Class Counsel’s request for attorneys' fees and costs of up to $265,000, and $3,500 for each of the Plaintiffs, up to $17,500. 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

St. Andrew's Data Incident Settlement
c/o Settlement Administrator
P.O. Box [PO Box Number]
Santa Ana, CA 92799-9958

— EXHIBIT B —

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Barnett et al. v. St. Andrew's Resources for Seniors System
Case No. 2522-CC09432
Circuit Court for the City of St. Louis, Missouri

IF YOU WERE SENT NOTICE THAT YOUR PRIVATE INFORMATION MAY HAVE BEEN IMPACTED IN A FEBRUARY 2024 DATA INCIDENT INVOLVING ST. ANDREW'S RESOURCES FOR SENIORS SYSTEM, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS AND ENTITLE YOU TO SETTLEMENT BENEFITS.

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 St. Andrew's Resources for Seniors System ("St. Andrew's" or "Defendant") in a proposed class action lawsuit. This case involves a February 2024 cybersecurity incident in which a criminal third party gained unauthorized access to certain of Defendant's employee email accounts (the "Data Incident"). The PII/PHI of certain individuals may have been impacted in the Data Incident. This information may have included names; addresses; Social Security numbers; driver's license numbers; state identification numbers; passport numbers; military identification numbers; financial account information; payment card information; health insurance information; and/or medical information.

- The lawsuit is called *Barnett et al. v. St. Andrew's Resources for Seniors System*, Case No. 2522-CC09432. It is pending in the Circuit Court for the City of St. Louis, Missouri (the "Litigation").

- St. Andrew's denies that it did anything wrong, and denies all claims, allegations, and liability. The Court has not made a determination that St. Andrew's did anything wrong.

- The parties have agreed to settle the lawsuit (the "Settlement") to avoid the costs and risks, disruptions, and uncertainties of continuing the Litigation.

- You have been identified as a Settlement Class Member, and you may be entitled to benefits under the Settlement.

- 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
SUBMIT A CLAIM	The only way to receive benefits or payment from this Settlement is by submitting a valid and timely Claim Form. The fastest way to submit your Claim Form is online at www.[SettlementWebsite].com. 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.	**Submitted, emailed or postmarked by ______, 2025**
OPT OUT OF THE SETTLEMENT	You can choose to opt out of the Settlement and receive no Settlement Benefits. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement. You can hire your own lawyer at your own expense.	**______, 2025**
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	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**
DO NOTHING	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 or the Released Parties related to the Released Claims.	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.

WHAT THIS NOTICE CONTAINS

Basic Information

1. Why was this Notice issued?

The Circuit Court for the City of St. Louis, 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 *Barnett et al. v. St. Andrew's Resources for Seniors System*, Case No. 2522-CC09432. It is pending in the Circuit Court for the City of St. Louis, Missouri. The people that filed this lawsuit are called the "Plaintiffs" (or "Class Representatives") and the company they sued, St. Andrew's Resources for Seniors System, is called the "Defendant."

2. What is this lawsuit about?

This lawsuit alleges that, in February 2024, Defendant became aware of a cybersecurity incident involving a criminal third party gaining unauthorized access to certain of Defendant's employee email accounts. These files may have contained personal information such as names; addresses; Social Security numbers; driver's license numbers; state identification numbers; passport numbers; military identification numbers; financial account information; payment card information; health insurance information; and medical 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 Dinah Barnett; Kristen Kurtz Kohlberg; Steven Shireman; Mattie Arnold; and Ralph Williams. 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 living individuals in the United States who received Notice, including notice of this Settlement, that their PII/PHI may have been impacted in the Data Incident." In this sentence, 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) St. Andrew's and its officers, directors, and related companies; (3) Settlement Class Members who submit a valid request for exclusion prior to the Opt-Out Deadline; (4) governmental entities; and (5) anyone who perpetrated the Data Incident.

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
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: St. Andrew's Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

You may also view the Settlement Agreement at www.[SettlementWebsite].com.

The Settlement Benefits

7. What does the Settlement provide?

St. Andrew's has agreed to pay for a number of different benefits. Everyone may claim two years of **Monitoring Services** and one or more cash payments. The benefits are explained in more detail below.

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.

Out-of-Pocket Losses. If you incurred actual, documented out-of-pocket losses traceable to the Data Incident, you may submit a claim, not to exceed **$5,000.00**. The losses must have occurred between February 8, 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 documented 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. Your proof or notes should show that your expenses were because of the Data Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

Compensation for Lost Time. Class Members who spent time responding to the Data Incident may claim up to four hours, at $20.00 per hour, for a maximum of **$80.00**.

You must have spent the time on tasks related to the Data Incident. Some examples include things like:

- changing your passwords
- investigating suspicious activity in your accounts
- researching the Data Incident

Alternative Cash Payment. *Instead of* a payment for *either* Out-of-Pocket Losses *or* Compensation for Lost Time, you may claim a **$50.00** 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
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: St. Andrew's Data Incident 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 Defendant or the Released Parties for any of the Released Claims. The "Releases" section of the Settlement Agreement (Section IX) describes the legal claims that you give up if you remain in the Class. The Settlement Agreement is available at www.[SettlementWebsite].com.

Submitting a Claim Form for a Settlement Benefits

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. If you prefer, you can download a printable Claim Form from the website and mail it to the Settlement Administrator at:

St. Andrew's Data Incident 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, by email 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 M. Brady of McShane & Brady, LLC; Eduard Korsinsky of Levi & Korsinsky, LLP; J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC; Tyler J. Bean of Siri & Glimstad LLP; Raina C. Borrelli of Strauss Borrelli PLLC; and David K. Lietz of 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 $265,000.00 as reasonable attorneys' fees and costs of litigation. If approved, these fees and costs will be paid by Defendant.

Class Counsel will also ask for Service Award payments of $3,500.00 for each of the Class Representatives, not to exceed $17,500.00. Any approved Service Awards will also be paid by Defendant.

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. However, you will keep any rights you may have to sue Defendant 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: *Barnett et al. v. St. Andrew's Resources for Seniors System*, Case No. 2522-CC09432, pending in the Circuit Court for the City of St. Louis, 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:

St. Andrew's Data Incident Settlement
ATTN: Exclusion Request
[PO Box Number]
Santa Ana, CA 92799-9958

Your Request for Exclusion must be submitted or postmarked by **[Opt-Out Deadline]**. You cannot opt out by telephone or email.

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: *Barnett et al. v. St. Andrew's Resources for Seniors System*, Case No. 2522-CC09432, pending in the Circuit Court for the City of St. Louis, Missouri;

(2) your full name, mailing address, telephone number, and email address;

(3) information that proves that you are a Class Member (such as a notice you have received);

(4) whether the objection applies only to you, or to other Class Members, as well;

(5) a clear description of all the reasons you object; include any legal support, such as documents, you may have for your objection;

(6) if you have hired your own lawyer to represent you for this objection, provide their name, bar number, and contact information;

(7) if you have hired your own lawyers, also provide their background and experience, how much they expect to charge, and how they calculated that number;

(8) if you or your lawyer have objected in any other cases in the past five years, list the names, courts, and civil action numbers for each of those cases;

(9) whether or not you or your lawyer would like to speak at the Final Approval Hearing;

(10) if you plan on calling witnesses or submitting documents at the Final Approval Hearing, provide a full list of both; and

(11) 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.

Clerk of the Court	**Settlement Administrator**
Clerk of the Court [Court Address]	St. Andrew's Data Incident Settlement ATTN: Objections [PO Box Number] Santa Ana, CA 92799-9958

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 Final Approval Hearing

18. When is the 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 the City of St. Louis, Missouri, at [Court Address] or by virtual or telephonic means.

At the final approval hearing, the Court will decide whether to approve the Settlement. The Court will also decide whether to approve Class Counsel's request for attorneys' fees and costs 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 location, date, or time of this hearing may change without further notice. Please check 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 any benefits 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.

If you have additional questions, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: info@[SettlementWebsite].com
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: St. Andrew's Data Incident 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 C —

Your claim must be submitted online or postmarked by: [Claims Deadline]	***Barnett et al. v. St. Andrew's Resources for Seniors System*** Case No. 2522-CC09432 Circuit Court for the City of St. Louis, Missouri **DATA INCIDENT 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 living individuals in the United States who received Notice, including notice of this Settlement, that their PII/PHI may have been impacted in the Data Incident." In this sentence, PII means Personally Identifiable Information, and PHI means Protected Health Information.

Excluded from the Settlement Class are: (1) the Judge in this case, and the Judge's family and staff; (2) St. Andrew's and its officers, directors, and related companies; (3) Settlement Class Members who submit a valid request for exclusion prior to the Opt-Out Deadline; (4) governmental entities; and (5) anyone who perpetrated the Data Incident.

COMPLETE THIS CLAIM FORM IF YOU ARE A SETTLEMENT CLASS MEMBER AND WISH TO RECEIVE ONE OR MORE OF THE FOLLOWING SETTLEMENT BENEFITS

SETTLEMENT BENEFITS

St. Andrew's has agreed to pay for a number of different benefits. Everyone may claim two years of **Monitoring Services** and one or more cash payments. The benefits are explained in more detail below.

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.

Out-of-Pocket Losses. If you incurred actual, documented out-of-pocket losses traceable to the Data Incident that have not been reimbursed through another source, you may submit a claim for reimbursement, not to exceed **$5,000.00**. The actual, documented losses must have occurred between February 8, 2024, and [Claims Deadline].

This benefit covers out-of-pocket expenses like:

- unreimbursed losses because of identity theft or fraud
- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs

DATA INCIDENT SETTLEMENT CLAIM FORM

- postage to contact banks by mail

You must submit documentation to support your claim, such as bank statements, receipts, postage, or copying expenses to show how much you spent or lost and that it was related to the Data Incident. 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. Your proof or notes should show that your expenses were because of the Data Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

Compensation for Lost Time. Class Members who spent time remedying issues related to the Data Incident may claim up to four hours, at $20.00 per hour, for a maximum of **$80.00**. You must attest that the time claimed was spent as a result of the Data Incident.

You must have spent the time on tasks related to the Data Incident. Some examples include things like:

- changing your passwords
- investigating suspicious activity in your accounts
- researching the Data Incident

Alternative Cash Payment. *Instead of* a payment for *either* Out-of-Pocket Losses *or* Compensation for Lost Time, you may claim a **$50.00** 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
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: St. Andrew's Data Incident Settlement
  c/o Settlement Administrator
  [PO Box Number]
  Santa Ana, CA 92799-9958

THE MOST EFFICIENT WAY TO SUBMIT YOUR CLAIMS IS ONLINE AT www.[SettlementWebsite].com

You may also print out and complete this Claim Form, and submit it by U.S. mail.

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

You must submit your Claim Form online, by mail, or by email no later than [Claims Deadline].

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

Barnett et al. v. St. Andrew's Resources for Seniors System

Case No. 2522-CC09432

Circuit Court for the City of St. Louis, Missouri

DATA INCIDENT SETTLEMENT CLAIM FORM

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

I. SETTLEMENT 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. MONITORING SERVICES

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

III. OUT-OF-POCKET LOSSES

☐ Check this box if you would like to claim reimbursement for <u>documented</u> out-of-pocket losses. You may submit a claim for up to $5,000.00.

Please complete the table below, describing the supporting documentation you are submitting.

Description of Documentation Provided	***Amount***
Example: Fee for credit report	*$40*
TOTAL CLAIMED:	

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.

Barnett et al. v. St. Andrew's Resources for Seniors System

Case No. 2522-CC09432

Circuit Court for the City of St. Louis, Missouri

DATA INCIDENT SETTLEMENT CLAIM FORM

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

IV. COMPENSATION FOR LOST TIME

If you would like to submit a claim for reimbursement for time spent remedying issues caused by the Data Incident, please select how many hours (up to four) you spent.

I spent (select only **one**): ☐ 1 hour ($20.00) ☐ 2 hours ($40.00) ☐ 3 hours ($60.00) ☐ 4 hours ($80.00)

You must attest to this claim by checking the box below:

☐ I swear and affirm that I spent the amount of time noted responding to the Data Incident that impacted St. Andrew's Resources for Seniors System.

V. ALTERNATIVE CASH PAYMENT

☐ Check this box if you want to claim a one-time $50.00 cash payment.

DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING PAYMENTS FROM SECTION III, OR IV.

VI. 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:___________________________________

☐ **Physical Check**
Payment will be mailed to the address provided in Section 1.

VII. ATTESTATION & SIGNATURE

Your claim must be submitted online or postmarked by: [Claims Deadline]	***Barnett et al. v. St. Andrew's Resources for Seniors System*** Case No. 2522-CC09432 Circuit Court for the City of St. Louis, Missouri **DATA INCIDENT SETTLEMENT CLAIM FORM**	Your claim must be submitted online or postmarked by: [Claims Deadline]

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

— EXHIBIT D —

IN THE CIRCUIT COURT FOR THE CITY OF ST. LOUIS
STATE OF MISSOURI

DINAH BARNETT, STEVEN SHIREMAN, RALPH WILLIAMS, MATTIE ARNOLD, and KRISTEN KURTZ KOHLBERG, on behalf of themselves and those similarly situated, Plaintiff, v. ST. ANDREW'S RESOURCES FOR SENIORS SYSTEM, Defendant.	Case No: 2522-CC09432 Div. _____

[PROPOSED] ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Before the Court is Plaintiffs' Dinah Barnett, Steven Shireman, Ralph Williams, Mattie Arnold, and Kristen Kurtz Kohlberg motion for preliminary approval of the proposed classwide Settlement. Having reviewed the motion, the record, and being otherwise duly informed, the Court Grants the motion as follows:

1. **Class Certification:** The Court certifies the proposed class for the purpose of Settlement only:

> "All living individuals in the United States who received Notice, including notice of this Settlement, that their PII/PHI may have been impacted in the Data Incident." Excluded from the Settlement Class are: (1) the judges presiding over this Action, and members of their direct families and Court staff; (2) the Defendant, their subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or their parents have a controlling interest, and their current or former officers and directors; (3) Settlement Class Members who submit a valid request for exclusion prior to the Opt-Out Deadline; (4) governmental entities; and (5) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident, or who pleads *nolo contendere* to any such charge."

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 ________________, 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

Event	Deadline
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: ______   ______________________________
Presiding Judge

— EXHIBIT E —

IN THE CIRCUIT COURT FOR THE CITY OF ST. LOUIS

STATE OF MISSOURI

DINAH BARNETT, STEVEN SHIREMAN, RALPH WILLIAMS, MATTIE ARNOLD, and KRISTEN KURTZ KOHLBERG, on behalf of themselves and those similarly situated, Plaintiff, v. ST. ANDREW'S RESOURCES FOR SENIORS SYSTEM, Defendant.	Case No: 2522-CC09432 Div. _____

[PROPOSED] ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND MOTION FOR ATTORNEYS' FEES, COSTS, AND EXPENSES

Before the Court is Plaintiffs' Motion for Final Approval of Class Action Settlement ("Motion for Final Approval"). The Motion seeks approval of the Settlement as fair, reasonable, and adequate. Also before the Court is Plaintiffs' Motion for Attorneys' Fees, Costs, and Expenses to Settlement Class Counsel, and Service Award Payment to Plaintiffs ("Motion for Attorneys' Fees").

Having reviewed and considered the Settlement Agreement[1], Motion for Final Approval, and Motion for Attorneys' Fees, and having conducted a Final Approval Hearing, the Court makes the findings and grants the relief set forth below approving the Settlement upon the

[1] All defined terms in this Order Granting Final Approval of Class Action Settlement ("Final Approval Order") have the same meaning as set forth in the Settlement Agreement, unless otherwise indicated.

terms and conditions set forth in this Order.

WHEREAS, on __________________[DATE], the Court entered an Order Granting Preliminary Approval of Class Action Settlement ("Preliminary Approval Order") **(Doc. No. __)** which, among other things: (a) conditionally certified this matter as a class action, including defining the class and class claims, (b) appointed Plaintiffs as the Settlement Class Representatives and appointed Settlement Class Counsel; (c) preliminarily approved the Settlement Agreement; (d) approved the form and manner of Notice to the Settlement Class; (d) set deadlines for opt-outs and objections; (e) approved and appointed the Settlement Administrator; and (f) set the date for the Final Approval Hearing;

WHEREAS, on __________________[DATE], pursuant to the Notice requirements set forth in the Settlement Agreement and in the Preliminary Approval Order, the Settlement Class was notified of the terms of the proposed Settlement Agreement, of the right of Settlement Class Members to opt-out, and the right of Settlement Class Members to object to the Settlement Agreement and to be heard at a Final Approval Hearing;

WHEREAS, on __________________[DATE], the Court held a Final Approval Hearing to determine, *inter alia*: (1) whether the terms and conditions of the Settlement Agreement are fair, reasonable, and adequate for the release of the claims contemplated by the Settlement Agreement; and (2) whether judgment should be entered dismissing this action with prejudice;

WHEREAS, the Court not being required to conduct a trial on the merits of the case or determine with certainty the factual and legal issues in dispute when determining whether to approve a proposed class action settlement; and

WHEREAS, the Court being required under Missouri Rule of Civil Procedure 52.08(e) to make the findings and conclusions hereinafter set forth for the limited purpose of determining whether the Settlement should be approved as being fair, reasonable, adequate and in the best interests of the Settlement Class;

Having given an opportunity to be heard to all requesting persons in accordance with the Preliminary Approval Order, having heard the presentation of Settlement Class Counsel and counsel for Defendant, having reviewed all of the submissions presented with respect to the proposed Settlement Agreement, having determined that the Settlement Agreement is fair, adequate, and reasonable, having considered the application made by Settlement Class Counsel for attorneys' fees, costs, and expenses, and the application for Service Award Payments to the Representative Plaintiffs, and having reviewed the materials in support thereof, and good cause appearing:

IT IS ORDERED that:

1. The Court has jurisdiction over the subject matter of this action and over all claims raised therein and all Parties thereto, including the Settlement Class.

2. The Settlement involves allegations in Plaintiffs' Class Action Petition against Defendant for purported failure to implement or maintain adequate data security measures and safeguards to protect Personal Information, which Plaintiffs allege directly and proximately caused injuries to Plaintiffs and Settlement Class Members. Defendant denies the allegations and claims in the Petition, denies all allegations of wrongdoing or liability, and believes it has meritorious defenses to Plaintiffs' claims.

3. The Settlement does not constitute an admission of liability by Defendant, and the Court expressly does not make any finding of liability or wrongdoing by Defendant.

4. Unless otherwise indicated, words spelled in this Order and Judgment Granting Final Approval of Class Action Settlement ("Final Approval Order and Judgment") with initial

capital letters have the same meaning as set forth in the Settlement Agreement.

5. The Court, having reviewed the terms of the Settlement Agreement submitted by the Parties, grants final approval of the Settlement Agreement, and for purposes of the Settlement Agreement and this Final Approval Order and Judgment only, the Court hereby finally certifies the following Settlement Class:

> "All living individuals in the United States who received Notice, including notice of this Settlement, that their PII/PHI may have been impacted in the Data Incident." Excluded from the Settlement Class are: (1) the judges presiding over this Action, and members of their direct families and Court staff; (2) the Defendant, their subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or their parents have a controlling interest, and their current or former officers and directors; (3) Settlement Class Members who submit a valid request for exclusion prior to the Opt-Out Deadline; (4) governmental entities; and (5) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident, or who pleads *nolo contendere* to any such charge."

6. The Settlement was entered into in good faith following arm's length negotiations and is non-collusive. The Settlement is in the best interests of the Settlement Class and is therefore approved. The Court finds that the Parties faced significant risks, expenses, delays, and uncertainties, including as to the outcome, including on appeal, of continued litigation of this complex matter, which further supports the Court's finding that the Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class Members. The Court finds that the uncertainties of continued litigation in both the trial and appellate courts, as well as the expense associated with it, weigh in favor of approval of the Settlement reflected in the Settlement Agreement.

7. The Settlement Agreement provides, in part, and subject to a more detailed description of the settlement terms in the Settlement Agreement, for:

a. Settlement Class Members to be able to submit claims that will be evaluated by the Settlement Administrator.

b. Defendant to pay all costs of Settlement Administration, including the cost of the Settlement Administrator, instituting Notice, processing and administering claims, and preparing and mailing checks.

c. Defendant to pay, subject to the approval and award of the Court, the reasonable attorneys' fees, costs, and expenses of Class Counsel and Service Award Payments to the Class Representatives.

The Court readopts and incorporates herein by reference its preliminary conclusions as to the satisfaction of Rule 52.08 set forth in the Preliminary Approval Order and notes that because this certification of the Settlement Class is in connection with the Settlement Agreement rather than litigation, the Court need not address any issues of manageability that may be presented by certification of the Settlement Class proposed in the Settlement Agreement.

8. The terms of the Settlement Agreement are fair, adequate, and reasonable and are hereby approved, adopted, and incorporated by the Court. Notice of the terms of the Settlement, the rights of Settlement Class Members under the Settlement, the Final Approval Hearing, Plaintiffs' application for attorneys' fees, costs, and expenses, and the Service Award Payments to the Settlement Class Representatives have been provided to Settlement Class Members as directed by this Court's Orders, and proof of Notice has been filed with the Court.

9. The Court finds that the Notice, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order, was the best notice practicable under the circumstances, was reasonably calculated to provide and did provide due and sufficient notice to the Settlement Class of the pendency of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and their right to object and to appear at the final approval hearing or to exclude themselves from the Settlement

Agreement, and satisfied the requirements of the Missouri Rules of Civil Procedure, the Missouri Constitution, the United States Constitution, and other applicable law.

10. As of the Opt-Out deadline, ________ potential Settlement Class Members have requested to be excluded from the Settlement. Their names are set forth in **<u>Exhibit A</u>** to this Final Approval Order and Judgment. Those persons are not bound by the Settlement Agreement and this Final Approval Order and Judgment and shall not be entitled to any of the benefits afforded to the Settlement Class Members under the Settlement Agreement, as set forth in the Settlement Agreement. All Settlement Class Members who have not validly excluded themselves from the Settlement Class are bound by this Final Approval Order and Judgment.

11. _______ objections were filed by Settlement Class Members. The Court has considered all objections and finds the objections do not counsel against Settlement Agreement approval, and the objections are hereby overruled in all respects.

12. All Settlement Class Members who have not objected to the Settlement Agreement in the manner provided in the Settlement Agreement are deemed to have waived any objections by appeal, collateral attack, or otherwise.

13. The Court has considered all the documents filed in support of the Settlement, and has fully considered all matters raised, all exhibits and affidavits filed, all evidence received at the Final Approval Hearing, all other papers and documents comprising the record herein, and all oral arguments presented to the Court.

14. The Parties, their respective attorneys, and the Settlement Administrator are hereby directed to consummate the Settlement in accordance with this Final Approval Order and Judgment and the terms of the Settlement Agreement.

15. Pursuant to the Settlement Agreement, Defendant, the Settlement Administrator,

and Settlement Class Counsel shall implement the Settlement in the manner and timeframe as set forth therein.

16. Within the time period set forth in the Settlement Agreement, the relief provided for in the Settlement Agreement shall be made available to the various Settlement Class Members submitting valid Claim Forms, pursuant to the terms and conditions of the Settlement Agreement.

17. Pursuant to and as further described in the Settlement Agreement, Plaintiffs and the Settlement Class Members (each a "Releasor") release claims as follows:

Upon the Effective Date, and in consideration of the settlement relief and other consideration described herein, Releasors shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and irrevocably released, acquitted, relinquished, and forever discharged Defendant and Defendant's past, present, and future direct and indirect heirs, associates, corporations, investors, owners, parents, subsidiaries, divisions, affiliates, predecessors, successors, and assigns, Board of Trustees, directors, officers, employees, agents, insurers, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, and the predecessors, successors, and assigns of each of them as well as covered entities associated with the Data Incident, and any other person acting on Defendant's behalf, in their capacity as such ("Released Parties"), and shall be forever barred from instituting, maintaining, or prosecuting any and all liabilities, rights, claims, actions, causes of action, demands, damages, penalties, costs, attorney fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result from, arise out of, are based upon, or relate to the Data Incident, and conduct that was alleged or could have been alleged in the Litigation, including, without limitation, any claims, actions, causes of action, demands, damages, penalties, losses, or remedies relating to, based upon, resulting from, or arising out of the Data Incident (the "Released Claims"). Each Party expressly waives state law or common law claims arising out of or relating to the Data Incident that the Releasors may have or had, such as under California's Consumer Privacy Act, California Civil Code section 1798.100, *et seq*. and/or California's Unfair Competition Law, California Civil Code section 17200 *et seq*.

18. None of the releases in the Settlement Agreement shall preclude any action to enforce the terms of the Settlement Agreement by Plaintiffs, Settlement Class Members, Settlement Class Counsel, and/or Defendant.

19. The Court grants final approval to the appointment of Plaintiffs as Settlement Class Representatives. The Court concludes that the Settlement Class Representatives have fairly and adequately represented the Settlement Class and will continue to do so.

20. Pursuant to the Settlement Agreement, and in recognition of their efforts on behalf of the Settlement Class, the Court approves a payment of Service Awards to each Settlement Class Representative in the amount of $3,500.00. Defendant shall make such payment in accordance with the terms of the Settlement Agreement.

21. The Court grants final approval to the appointment of Settlement Class Counsel. The Court concludes that Settlement Class Counsel has adequately represented the Settlement Class and will continue to do so.

22. The Court, after careful review of the fee petition filed by Settlement Class Counsel, and after applying the appropriate standards required by relevant case law, hereby grants Settlement Class Counsel's application for attorneys' fees and costs in the amount of $265,000.00. Payment shall be made pursuant to the terms of the Settlement Agreement.

23. This Final Approval Order and Judgment and the Settlement Agreement, and all acts, statements, documents, or proceedings relating to the Settlement Agreement are not, and shall not be construed as, used as, or deemed to be evidence of, an admission by or against Defendant of any claim, any fact alleged in the Action, any fault, any wrongdoing, any violation of law, or any liability of any kind on the part of Defendant or of the validity or certifiability for litigation of the Settlement Class or any claims that have been, or could have been, asserted in the Action. This Final Approval Order and Judgment, the Settlement Agreement, and all acts, statements, documents, or proceedings relating to the Settlement Agreement shall not be offered or received or be admissible in evidence in any action or proceeding, nor shall they be used in any way as an admission or concession or evidence of any liability or wrongdoing of any nature or that Plaintiff, any Settlement Class Member, or any other person has suffered any damage; provided, however, that the Settlement Agreement and this Final Approval Order and Judgment may be filed in any action by Defendant, Settlement Class Counsel, or Settlement Class Members seeking to enforce the Settlement Agreement or the Final Approval Order and Judgment (including, but not limited to, enforcing the releases contained herein). The Settlement Agreement and Final Order and Judgment shall not be construed or admissible as an admission by Defendant that Plaintiffs' claims or any similar claims are suitable for class treatment. The Settlement Agreement's terms shall be forever binding on, and shall have maximum *res judicata*, collateral estoppel, and all other preclusive effect in, all pending and future lawsuits, claims, suits, demands, petitions, causes of action, or other proceedings as to Released Claims and other prohibitions set forth in this Final Approval Order and Judgment that are maintained by, or on behalf of, any Settlement Class Member or any other person subject to the provisions of this Final Approval Order and Judgment.

24. If the Effective Date, as defined in the Settlement Agreement, does not occur

for any reason, or the Settlement Agreement is terminated by either of the Parties, this Final Approval Order and Judgment and the Preliminary Approval Order shall be deemed vacated, and shall have no force and effect whatsoever; the Settlement Agreement shall be considered null and void; all of the Parties' obligations under the Settlement Agreement, the Preliminary Approval Order, and this Final Approval Order and Judgment and 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 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 the Parties shall be restored to their respective positions in the Action, as if the Parties never entered into the Settlement Agreement (without prejudice to any of the Parties' respective positions on the issue of class certification or any other issue). In such event, the Parties will jointly request that all scheduled deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel. Further, in such event, Defendant will pay amounts already billed or incurred for costs of notice to the Settlement Class, and Settlement Administration, and will not, at any time, seek recovery of same from any other Party to the Action or from counsel to any other Party to the Litigation.

25. This Court shall retain the authority to issue any order necessary to protect its jurisdiction from any action, whether in state or federal court.

26. Without affecting the finality of this Final Order and Judgment, the Court will retain jurisdiction over the subject matter and the Parties with respect to the interpretation and implementation of the Settlement Agreement for all purposes.

27. This Order resolves all claims against all Parties in this action and is a final order.

28. The matter is hereby dismissed with prejudice and without costs except as provided

in the Settlement Agreement.

IT IS SO ORDERED

Dated	Judge