

FILED

SEP 10 2026

22ND JUDICIAL CIRCUIT
CIRCUIT CLERK'S OFFICE

BY _____ DEPUTY

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

EXHIBIT

3

J.D., et al., individually and on behalf
of a class of others similarly situated,

Plaintiffs,

v.

Jefferson County Health Center d/b/a
Jefferson County Health Department,

Defendant.

Case No. 2622-CC00457

**ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

This case comes before the Court for hearing on Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement ("the Motion"), which is subject to approval by the Court.

WHEREAS, after full consideration of the Parties' Settlement Agreement and the Motion, along with its supporting documents, and good cause appearing therefor pursuant to Rule 52.08,

IT IS HEREBY ORDERED THAT:

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

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

3. The Court orders that this case shall be maintained as a class action under Rule 52.08, subject to final approval of the Settlement, on behalf of the following Settlement Class:

All Missouri residents who utilized Defendant's services and whose protected health information was compromised in the breach that was discovered on or about November 15, 2022. Excluded from the Settlement Class are Defendant and Defendant's affiliates, officers and directors, and any entity in which Defendant has a controlling interest, all individuals who make a valid and timely election to be excluded from the Settlement Class and all judges and their staff assigned to hear any aspect of this litigation, as well as their immediate family members.

4. Plaintiffs J.D., F.M., and Candice Gurley's appointment as the Class Representatives is reaffirmed.

5. Lear Werts LLP's appointment as Class Counsel is reaffirmed.

6. The Court preliminarily approves the settlement of this case as set forth in the Settlement Agreement as being fair, just, reasonable and adequate to the Class Members, subject to further consideration at the Fairness Hearing described below. The Court further finds the likelihood of final approval of the Settlement Agreement is sufficient to warrant notice to the Class Members as specified in the Settlement Agreement. There is good cause to find that the Settlement Agreement was negotiated at arms-length between the Parties, who were represented by experienced counsel.

7. The Court finds that the Settlement Class as defined herein meets the requirements of Rule 52.08 as follows:

- a. The Class Members are sufficiently ascertainable and will be specifically identified on the Class List;
- b. All Class Members have standing as the petition alleges a sufficient concrete harm;
- c. Though not adopted by the Missouri Supreme Court, Fed. R. Civ. P. 23(e)(2) sets forth certain additional factors a court should consider when evaluating a class action settlement. *Cf. State ex rel. Union Planters Bank, N.A. v. Kendrick*, 142 S.W.3d 729, 735 n.5 (Mo. banc 2004) (interpretations of Fed. R. Civ. P. 23 may be considered in interpreting Rule 52.08). The relief proposed to be provided to the Settlement Class preliminarily appears adequate taking into account the factors stated in Rule 23(e)(2)(c), in that:

- (1) it appears that continued litigation would entail significant costs, risks, and delay as compared to the proposed Settlement as the Settlement was reached relatively early in the litigation process and before the expenditure of much more significant costs in time and money by the Parties;
- (2) the Settlement provides meaningful relief and payments to the Class Members;

(3) the terms of the proposed Fee Award do not appear unreasonable;

(4) there are no "side-deals" as part of this Settlement;

- d. The Settlement Class numbers 115,940 people which is sufficiently numerous that joining all parties into a single action would be impractical;
- e. The Class Members assert common claims regarding Defendant's alleged failure to protect their sensitive health, personal, and financial information, which was compromised, accessed, and disclosed to one or more bad actors;
- f. The Class Members' claims are typical of one another in that they seek the same sorts of relief for the same alleged wrongs;
- g. The Class Representatives have adequately represented the Settlement Class in that they have taken the steps necessary to achieve this Settlement, including hiring competent counsel who have no conflicts of interest with the class and by vigorously litigating this case to its proposed conclusion;
- h. The common questions related to Defendant's alleged failure to protect Class Members' sensitive health, personal, and financial information predominate over any individual questions that might arise; and

- i. Class-wide resolution is superior to individual adjudication of the claims asserted here due to the similarities between Class Members' claims and that managing those claims together would be significantly more efficient than litigating them separately.

8. The Court approves, in form and content, the Class Notice form, substantially in the form as Exhibit 1 to the Settlement Agreement, and finds that it accurately reflects the nature of the claims and the proposed Settlement, and that the objection procedure is stated in clear language and is reasonably and practicably calculated to inform Class Members of the pendency of this case and their rights, among other things, to opt out of the Settlement, to object to the Settlement, and to attend the Fairness Hearing. The Class Notice, therefore, meets the requirements of Rule 52.08 and requirements of due process. The Court further finds that the procedure for dissemination of the Class Notice in the manner described in the Settlement Agreement has a reasonable chance of reaching a substantial percentage of the Class Members and constitutes the best notice practicable under the circumstances. In addition, the Court finds that no notice other than that specifically identified in the Settlement Agreement is necessary in this case. The Parties, by agreement, may revise the Class Notice in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting for publication.

9. The Court appoints Kroll Settlement Administration LLC to serve as the Settlement Administrator and to perform duties in accordance with the Settlement Agreement.

10. The mailing, emailing, and distribution of the Class Notice as set forth in the Settlement Agreement shall proceed and the Settlement Administrator (with the assistance of Class Counsel) is authorized to mail and email the Class Notice, after it is updated with the appropriate dates and deadlines consistent with the Settlement Agreement, to the applicable Class Members as provided in the Settlement Agreement.

11. Class Members shall be bound by all determinations and orders pertaining to the Settlement, including the release of all claims to the extent set forth in the Settlement Agreement, whether favorable or unfavorable, unless such persons validly exclude themselves from the Settlement Class in a timely and proper manner, as hereinafter provided. Class Members who do not timely and validly exclude themselves from the Settlement shall be so bound even if they have previously initiated or subsequently initiate litigation or other proceedings against the Defendant or the Released Parties relating to any of the Released Claims.

12. As explained in the Class Notice, Class Members shall be entitled to exclude themselves by written statement expressly requesting exclusion from the Settlement on or before the applicable objection/exclusion deadline. To be valid, the exclusion statement must contain the Class Members' name, address, email address,

telephone number, and intention to be excluded. To be valid, the exclusion statement must be personally signed by the person requesting exclusion. Any such exclusion statement must be submitted to Class Counsel in the manner, form, and by the deadline as explained on the Class Notice. No Class Member, or any person acting on behalf of, in concert with, or in participation with that Class Member, may request exclusion from the Settlement Class of any other person within the Settlement Class.

13. Any Class Member who elects to be excluded shall not: (i) be bound by any orders or the Final Judgment; (ii) be entitled to relief under the Settlement Agreement; (iii) gain any rights by virtue of this Settlement Agreement; or (iv) be entitled to object to any aspect of this Settlement Agreement.

14. Any Class Member who has not requested exclusion from the Settlement Class and who wishes to object to any aspect of the Settlement Agreement, including the amount of the attorney fees, costs, and expenses that Class Counsel intends to seek and the payment of the Service Awards to the Class Representatives, may do so, either personally or through an attorney, by filing a written objection, together with the supporting documentation as set forth in the Settlement Agreement, with the Clerk of the Court, and served upon Class Counsel and Defendant's Counsel no later than the objection/exclusion deadline. Addresses for Class Counsel, Defendant's Counsel, and the Clerk of Court are as follows:

COURT	CLASS COUNSEL	DEFENDANT'S COUNSEL
Clerk of the Court City of St. Louis Circuit Court 10 North Tucker Boulevard St. Louis, MO 63101	Sander C. Sowers Lear Werts LLP 103 Ripley Street Columbia, MO 65201	Rachel Rivers Pierson Ferdinand 2100 Geng Road, Suite 210 Palo Alto, CA 943035 William Hellmich Hellmich, Hill & Retter, LLC 1049 North Clay Avenue Kirkwood, MO 63122

15. Any Class Member who has not requested exclusion from the Settlement and who intends to object to the Settlement must state, in writing: (i) his/her full name, address, email address, and current telephone number; (ii) a written statement of all grounds for the objection accompanied by any legal support for such objection; (iii) if represented by counsel, provide the name, address, e-mail address, and telephone number for such counsel; (iv) copies of any papers, briefs, or other documents upon which the objection is based; (v) proof the person is a class member; (vi) a list of all persons who will be called to testify in support of the objection; (vii) a statement whether the objector intends to appear at the Fairness Hearing, with or without counsel; and, (viii) be signed by the objector.

16. Objections not filed and served in accordance with this Preliminary Approval Order shall not be received or considered by the Court. Any Class Member who fails to timely file and serve a written objection in accordance with this Preliminary Approval Order shall be deemed to have waived, and shall be forever foreclosed from raising, any objection to the Settlement, to the fairness,

reasonableness, or adequacy of the Settlement, to the payment of attorney fees, costs, and expenses, to the payment of any Service Award, and to the Final Judgment and the right to appeal same. A Class Member who has not submitted a request for exclusion and who has timely and properly filed and served a written objection in compliance with the Settlement Agreement, must appear at the Fairness Hearing in person or through counsel to show cause why the proposed Settlement should not be approved as fair, reasonable, and adequate. Only Class Members may object to the Settlement. An objector may withdraw his/her objection(s) at any time. The Parties may file with the Court written responses to any filed objections at or prior to the Fairness Hearing.

17. No Class Member shall be entitled to be heard, and no objection shall be considered, unless the requirements set forth in this Preliminary Approval Order and in the Settlement Agreement are fully satisfied. Any Class Member who does not make his or her objection to the Settlement in the manner provided herein, or who does not also timely provide copies to the designated counsel of record for the Parties at the addresses set forth herein, or who does not appear at the Fairness Hearing, shall be deemed to have waived any such objection by appeal, collateral attack, or otherwise, and shall be bound by the Settlement Agreement, the releases contained therein, and all aspects of the Final Judgment.

18. Any Class Member who has submitted a request for exclusion may not submit objections to the Settlement. Class Members cannot both object to and exclude

themselves from the Settlement. Any Class Member who attempts to both object to and exclude himself/herself from the Settlement will be deemed to have excluded himself/herself and will forfeit the right to object to the Settlement or any of its terms.

19. The Court hereby adopts the settlement approval process as set forth in the Settlement Agreement.

20. Class Counsel may file any motion seeking an award of attorney fees and litigation costs and expenses, with attorney fees not to exceed 35% of the Settlement Fund (or Seven Hundred Eighty-Seven Thousand Five Hundred Dollars (\$787,500.00)). Class Counsel's litigation costs and expenses are in addition to attorney fees. Class Counsel may also apply for Service Awards of \$5,000.00 for each of the Class Representatives (a total of \$15,000 in Service Awards, \$5,000 for Plaintiff J.D., \$5,000 for Plaintiff F.M., and \$5,000 for Plaintiff Gurley) (the "Fee and Expense Application"), by no later than fourteen (14) calendar days before the Fairness Hearing.

21. The Court approves the potential *Cy Pres* award in the event that the Net Settlement Fund is not exhausted as set forth in the Settlement Agreement.

22. All papers in support of final approval of the proposed Settlement shall be filed no later than fourteen (14) calendar days before the Fairness Hearing.

23. Pending the Court's final determination of the fairness, reasonableness, and adequacy of the proposed Settlement, Plaintiffs and all Class Members and anyone acting on behalf of any Class Member shall be barred and enjoined from: (a)

further litigation in this case; (b) instituting, filing, or taking any action directly or indirectly, to commence, prosecute, pursue or participate on an individual or a class or collective action basis any action, claim, or proceeding against Defendant or the Released Parties in any forum in which any of the claims subject to the Settlement are asserted, or which in any way would prevent any such claims from being extinguished; and/or (c) seeking, whether on a conditional basis or not, certification of a class or collective action that involves any such claims.

24. The Fairness Hearing is hereby scheduled to be held before the Court on December 10th, 2026 at 9:00 a.m. in Division 17 of the City of St. Louis Circuit Court (or at such other time or location as the Court may without further notice direct). If circumstances require it, the Court will order counsel to arrange to conduct the hearing via teleconference and will require Class Counsel to provide login information to any Class Members who have filed appropriate documents indicating an intent to appear. The purpose of the Fairness Hearing will be as follows:

- a. To determine whether the proposed Settlement of this case, as set forth in the Motion should be approved as fair, reasonable, and adequate to the Settlement Class, and whether a Final Judgment approving the Settlement should be entered;
- b. To consider Class Counsel's Fee and Expense Application;
- c. To consider any Service Awards for the service of the Class Representatives; and

d. To rule upon such other matters as the Court may deem appropriate.

25. The Fairness Hearing may be postponed, adjourned, transferred or continued by order of the Court without further notice to the Settlement Class. At or following the Fairness Hearing, the Court may enter a Final Judgment approving the Settlement Agreement and in accordance with the Settlement Agreement that adjudicates the rights of all Class Members.

26. All discovery and other proceedings in this case as between Plaintiffs and Defendant are stayed and suspended until further order of the Court except such actions as may be necessary to implement the Settlement Agreement and this Preliminary Approval Order.

27. The Parties are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

IT IS SO ORDERED.

9-10-26
Date:

T. A. McCarthy
Hon. Thomas A. McCarthy
CIRCUIT JUDGE, Div. 17