

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

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

SETTLEMENT AGREEMENT

This settlement agreement (hereinafter the “Settlement Agreement” or the “Settlement”), dated August 27, 2026, 2026 is made and entered into by and among: (1) Plaintiffs J.D., F.M., and Candice Gurley, on behalf of themselves and the proposed Settlement Class (as hereinafter defined); and (2) Defendant Jefferson County Health Center d/b/a Jefferson County Health Department (individually each a “Party” and collectively, the “Parties”).

SECTION 1 – BACKGROUND

1. Plaintiffs were patients of Defendant and contend that they entrusted it with their sensitive health, personal, and financial information, which they assert was compromised, accessed, and disclosed to one or more bad actors. The alleged unauthorized access and disclosure occurred between October 31, 2022, through November 15, 2022, and was discovered on or about November 15, 2022.

2. Plaintiffs J.D. and F.M. filed their Petition on January 27, 2023 and their Amended Petition on April 12, 2023, in the Jefferson County Circuit Court, case number

23JE-CC00082. Ultimately, another case was filed by separate Plaintiff Candice Gurley against Defendant in Jefferson County Circuit Court bearing case number 23JE-CC00466, which case was consolidated with this action by order of the Court on October 2, 2023.

3. Plaintiffs allege that Defendant was negligent, breached its contract with Plaintiffs, breached Plaintiffs confidence, violated the implied covenant of good faith and fair dealing, and breached its fiduciary duty of confidentiality by failing to properly secure and safeguard the protected health information of Plaintiffs. Defendant denies the allegations and any wrongdoing, and argues that as a political subdivision of the State of Missouri it enjoys sovereign immunity from liability.

4. The Parties engaged in substantial discovery, including, but not limited to, interrogatories, document production, and the deposition of Defendant's corporate representatives.

5. Defendant filed a motion to dismiss on May 5, 2023 which the Court denied on June 28, 2023 after briefing and argument to the Court.

6. Plaintiffs thereafter filed a motion for class certification on October 10, 2024, which the Court granted on May 27, 2025 after briefing and argument to the Court. Bradford B. Lear and Todd C. Werts of Lear Werts LLP were appointed as Class Counsel.

7. Defendant thereafter filed Motions for Change of Judge For Cause and for Change of Venue from Inhabitants for Cause on October 16, 2025. The same was extensively briefed and argued by the Parties. The Court granted the motion for change of venue and ordered the case transferred to the City of St. Louis Circuit Court on March 3, 2026.

8. While a notice plan was presented and approved by the Court, a notice of certification of the class has not been sent to the class as of yet, but will be sent as a part of the settlement process as contemplated by this Settlement.

9. Following the Court's ruling on the Motion for Change of Venue, the Parties conducted arms-length settlement negotiations on their own without the assistance of a mediator. Through these ongoing, robust discussions, the Parties have negotiated a settlement by which the Parties agree and hereby wish to resolve all claims that Plaintiffs and the members of the class that they represent for purposes of the Settlement have or may have had against Defendant that arise from, pertain or are related to, or are associated with their Protected Information Security Failure claims alleged in the Consolidated Petition.

10. After coming to an agreement in principle, the Parties have finalized the terms of this Settlement Agreement and the attached exhibits. The Parties have agreed to settle this case on the terms and conditions set forth herein in recognition that the outcome of this case is uncertain and that achieving a final result through litigation would require substantial additional risk, discovery, time, and expense.

11. Defendant denies and continues to deny all of the allegations in the Lawsuit and has denied and continues to deny any and all liability and damages of any kind to anyone with respect to these alleged facts or causes of action asserted in the Lawsuit. Nonetheless, without admitting or conceding any liability or damages whatsoever, Defendant has agreed to settle the Lawsuit on the terms and conditions set forth in this agreement to avoid the burden, expense and uncertainty of continuing the Lawsuit.

12. Plaintiffs and Class Counsel believe that the Settlement confers substantial benefits on the Settlement Class and is in the best interest of the class. Plaintiffs and Class Counsel have conducted a thorough investigation into the facts and the law regarding the Lawsuit and have concluded that a settlement according to the terms set forth below is fair, reasonable, adequate, and beneficial to and in the best interests of Plaintiffs and the Settlement Class, recognizing: (a) the existence of complex and contested issues of law and fact; (b) the risks inherent in litigation; (c) the likelihood that future proceedings will be unduly protracted and expensive if the proceeding is not settled by voluntary agreement; and, (d) 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 for Plaintiffs and the Settlement Class whatsoever.

13. The Parties understand, acknowledge, and agree that the execution of this Settlement Agreement constitutes the settlement and compromise of all claims and defenses as described herein. It is the Parties' desire and intention to affect a full, complete, and final settlement and resolution of all disputes and claims as set forth herein.

NOW, THEREFORE, in consideration of the covenants, agreements, and releases set forth herein and for other good and valuable consideration, the sufficiency of which is acknowledged, it is hereby agreed by and among Plaintiffs (individually and on behalf of the Settlement Class) and Defendant that, subject to the Court's approval, the Lawsuit be forever resolved, settled, and compromised on the following terms and conditions:

SECTION 2 – DEFINITIONS

The terms used in this Settlement Agreement and listed in this section shall have the following meanings:

1. “Claims Deadline” means the final date by which any Class Member must have his or her claim form submitted as designated by the Court, and which the Parties will request to be forty-five (45) calendar days from the date of mailing the Class Notice. If the Claims Deadline falls on a Sunday or holiday, the Claims Deadline will be the next business day that is not a Sunday or holiday.

2. “Class Counsel” means Lear Werts LLP.

3. “Class Notice” means the email and post card notice developed by the Claims Administrator as described in Section 4.2, *infra*.

4. “Class Period” means the period of time during which the unauthorized access and disclosure occurred between October 31, 2022 through November 15, 2022, and which was discovered on or about November 15, 2022

5. “Class Representatives” means J.D., F.M., and Candice Gurley.

6. “Data Security Incident” means the cybersecurity incident that impacted Defendant on about October 31, 2022 through November 15, 2022.

7. “Defendant” means Jefferson County Health Center d/b/a Jefferson County Health Department, its present and former officers, directors, employees, agents, attorneys, insurers, successors, and assigns, and any individual or entity which could be jointly liable with Defendant.

8. “Defendant’s Counsel” means Pierson Ferdinand and Hellmich, Hill & Retter, LLC.

9. “Exclusion Period” means the forty-five (45) day period beginning from the date of mailing of the Class Notice.

10. “Fairness Hearing” means the hearing on Plaintiffs’ motion for Final Approval.

11. “Final Approval” means that the Court has entered an order granting final approval of this Settlement as fair, reasonable, and adequate to the Class Members, including approval of the attorney fees and expenses and Service Awards.

12. “Lawsuit” means the civil action captioned *J.D., et al., individually and on behalf of a class of others similarly situated, v. Jefferson County Health Center d/b/a Jefferson County Health Department*, Circuit Court of the City of St. Louis, Missouri, Case No. 2622-CC00457.

13. “Order Granting Preliminary Approval” means the Order entered by the Court preliminarily approving the terms and conditions of this Agreement, including the manner and timing of providing notice to the Class Members, the time period for objections, and the date for the Fairness Hearing.

14. “Participating Class Member Payment” means, for each Participating Class Member, a cash payment in the amount of his or her monetary share of the Settlement Fund as described in this Settlement Agreement.

15. “Participating Class Member” means any Class Member that seeks to receive benefits from this Settlement from whom the Settlement Administrator has received a valid claim form.

16. “Preliminary Approval” means that the Court has entered an Order Granting Preliminary Approval of this Settlement.

17. “Released Parties” means Defendant, and each and every of its predecessors, successors, assigns, parents, subsidiaries, affiliates, divisions, departments, owners,

trustees, and the present and former directors, trustees, officers, employees, agents, insurers, reinsurers, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, vendors and related or affiliated entities of any nature whatsoever, whether direct or indirect. Each of the Released Parties may be referred to individually as a “Released Party.”

18. “Released Claims” means any and all claims, liabilities, rights, claims, demands, suits, actions, causes of action, obligations, damages, penalties, costs, attorney fees, losses, and remedies of every kind or description—whether known or unknown (including Unknown Claims), existing or potential, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that result from, relate to, are based upon, or arise out of the Data Security Incident or the operative facts alleged in the Lawsuit, including the complaint and any amendment thereto, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law..

19. “Settlement Administrator” means Kroll Settlement Administration LLC, chosen by the Parties to provide notice of the settlement to Class Members and to administer the Settlement, subject to the approval of the Court.

20. “Settlement Class” or “Class Member” means 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 and were identified by Defendant as a potential class member on the list attached hereto as Exhibit 2 (hereinafter the “Class List”). Specifically 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.

SECTION 3 - SETTLEMENT FUND, ALLOCATION, AND PAYMENT

1. In accordance with Paragraph 6 below, Defendant agrees to and must pay, or cause to be paid, Plaintiffs Two Million Two Hundred Fifty Thousand U.S. Dollars (\$2,250,000.00) (the "Settlement Fund") to resolve the Released Claims of the Settlement Class. The Released Claims of the Settlement Class and payments to Class Members, the costs of settlement administration, the service awards to the Class Representatives, and Class Counsel's attorney's fees and expenses will be paid from this Settlement Fund. In no event shall any money or any part, portion, or remainder of the Settlement Fund revert back to or be refunded to Defendant.

2. Settlement Allocation. After the Settlement Fund is reduced by the costs of settlement administration, Class Counsel's attorney fees and expenses, and the service awards to the Class Representatives, the remaining balance of the Settlement Fund (hereinafter the "Net Settlement Fund") shall be used to make cash payments to Participating Class Members in the form of one of the two following options upon submission of a valid claim form:

- a. Fixed cash payment option. Class Members who submit a valid claim form may elect to receive a payment of one hundred fifty dollars (\$150.00) by selecting the "Fixed Cash Payment" option on the claim form; or
- b. Compensation for lost time and out-of-pocket expenses option. In lieu of receiving the Fixed Cash Payment option, Class Members may seek compensation for their lost time and out-of-pocket expenses by selecting the "Reimbursement" option on the claim form. Each Settlement Class Member

who selects the Reimbursement option is eligible to seek up to a maximum of three hundred dollars (\$300.00). Class Members that select the Reimbursement option must submit a valid claim form and supporting evidence of their lost time, out-of-pocket expenses, or other expenditures. The lost time, out-of-pocket expenses, or other expenditures include, but are not limited to, costs for fraud or identity protection, professional fees, credit repair services, and/or the time incurred dealing with the privacy breach at issue. The lost time and out-of-pocket expenses must have been incurred between the date of the notice of the breach by Defendant and the end of the Claims Deadline and have not yet been reimbursed by a third party or other source.

3. Service Awards. Plaintiffs' Counsel will apply for service awards of \$5,000.00 for each of the Class Representatives. Defendant will not object to said application to the service awards.

4. Attorney Fees and Costs and Expenses. Class Counsel will apply for attorney fees of thirty-five percent (35%) of the Settlement Fund, or Seven Hundred Eighty-Seven Thousand Five Hundred Dollars (\$787,500.00), in addition to their out-of-pocket cost and expenses incurred during the prosecution of this case. Defendant will not object to such a fee and expense application.

5. Potential *Cy Pres* in the Event the Net Settlement Fund Not Exhausted. At least seventy-five percent (75%) of the Net Settlement Fund (and up to one hundred percent (100%) of the Net Settlement Fund) shall be paid to Participating Class Members for their claims. Therefore, if the total dollar value of all claims made totals less than 75% of the Net Settlement Fund, Participating Class Member Payments will be adjusted upward on a pro rata basis to total 75% of the Net Settlement Fund. If the total dollar amount of all claims made totals more than 100% of the Net Settlement Fund, Participating Class Member Payments will be adjusted downward on a pro rata basis to total 100% of the Net Settlement Funds. Thus, a Participating Class Member may ultimately receive less or more than the

Fixed Cash Payment or Reimbursement amounts described in this Settlement Agreement depending on the total dollar value of all claims made. In the event that the Net Settlement Fund is not exhausted by paying all of the Participating Class Member Payments and there remains undistributed funds, such balance of the Net Settlement Fund (up to a maximum of twenty-five percent (25%) of the Net Settlement Fund) shall be paid in the form of a *Cy Pres* award in equal shares to the following three charitable entities:

- Adapt of Missouri, Inc. d/b/a Compass Health Network, its successors and assigns

- PreventEd

- Chestnut Health Systems, Inc.

6. Funding the Settlement and Issuing Payments.

- a. If no objections to the Settlement are filed, or if objections to the Settlement are filed, but the Settlement is approved, and no appeals are filed, Defendant shall pay the entirety of the Settlement Fund by payment/transfer to the Settlement Administrator's escrow account pursuant to the Settlement Administrator's instructions within forty-five (45) calendar days after the date of Final Approval. If an appeal is filed, then no payments will be issued until and unless the Settlement is upheld on appeal or the objection is otherwise resolved. If an appeal is filed and the Settlement is upheld or the objection is otherwise resolved, Defendant shall pay the entirety of the Settlement Fund by payment/transfer to the Settlement Administrator's escrow account pursuant to the Settlement Administrator's instructions within ten (10) calendar days of (1) an appellate order affirming final

approval of the Settlement, or (2) confirmation by the Court that the objection is resolved.

b. Within ten (10) calendar days following the receipt of the Settlement Fund, the Settlement Administrator shall pay to Class Counsel the fee and expense award by wire transfer to the Lear Werts LLP Trust Account according to Class Counsel's wire instructions.

c. Within ten (10) calendar days following the receipt of the Settlement Fund, the Settlement Administrator will distribute the Service Awards to the Class Representatives in a manner designated by Class Counsel.

d. Within ten (10) calendar days following the receipt of the Settlement Fund, the Settlement Administrator shall pay each Participating Class Member his/her Participating Class Member Payment. Said payments shall be in the form of electronic payment or check, at the Class Member's election.

e. The Settlement Administrator shall make every reasonable effort to re-issue any un-redeemed settlement checks or payments that may have been lost, destroyed, misplaced, etc. in an effort to have all settlement checks or payments be received by Participating Class Members.

f. All unclaimed checks or payments shall be considered unclaimed property and transferred to the Treasurer of the State of Missouri's Unclaimed Property division in the name of the original payee by the Settlement Administrator.

g. Class Counsel shall file a status report and/or satisfaction of judgment with the Court within a reasonable period of time after the Settlement Fund has been

distributed to Class Members and/or the State of Missouri's Unclaimed Property division.

SECTION 4 - SETTLEMENT ADMINISTRATION,
NOTICE PROCESS, CLAIM PROCESS, AND APPROVAL

1. Lawsuit Stayed Pending Approval of the Settlement. The Parties agree (and will request a stipulated order from the Court if necessary) that all proceedings in the Lawsuit shall be stayed in order to consummate and implement the Settlement. The Parties agree not to pursue any claims, defenses, discovery, arguments, or motions otherwise available to them in the Lawsuit pending approval of the Settlement by the Court.

2. Settlement Administration.

a. Settlement Administrator. The Settlement Administrator shall be responsible for the notice process, claims administration process, payment to Class Counsel for the fee and expense award, and payments to Participating Class Members as provided herein, as well as for making any mailings and performing other services as required under this Settlement Agreement. The Parties, through their counsel, will cooperate in good faith to assist the Settlement Administrator in administering the Settlement and/or to resolve any disputes regarding the Settlement Administrator's ability or need to perform certain duties under this Agreement, and any unresolved disputes shall be decided by the Court. Neither Party shall bring an unresolved dispute to the Court's attention absent a good faith effort to first resolve the dispute prior to bringing the dispute to the Court's attention for resolution. If for any reason the Court does not grant Final Approval, and the Settlement does not become effective, the Parties shall bear administration expenses equally. Class Counsel and

Defendant's Counsel have the right to make inquiries and receive any information from the Settlement Administrator as is necessary to the administration of this Settlement.

b. Notice Process. Class Counsel will consult with and work with the Settlement Administrator to draft, design, and prepare a notice campaign that satisfies due process and Missouri Supreme Court Rule 52.08, subject to the agreement of the Parties and court approval of the same. The Settlement Administrator shall provide notice to the Class Members and administer the Settlement under the Parties' supervision and subject to the exclusive jurisdiction of the Court.

c. Class List. Within seven (7) calendar days of the date of entry of the Order Granting Preliminary Approval, Defendant will provide Class Counsel and the Settlement Administrator with an updated Class List, verified by affidavit, in electronic form, with the names, last known addresses, and email addresses of the Class Members.

d. Settlement Administrator to Update Addresses. Prior to mailing the Class Notice, the Settlement Administrator will update the addresses of the Class Members on the Class List using the U.S. Postal Service's National Change of Address Database and other available resources deemed suitable by the Settlement Administrator to verify and correct addresses to attempt to reduce the number of returned mail items.

e. Within fourteen (14) calendar days after receiving the Class List, or as soon thereafter as practicable, the Settlement Administrator shall send the Class

Notice to all Class Members via First Class United States mail, postage prepaid, and via e-mail to those Class Members for which there is an email address.

f. The Settlement Administrator shall take all reasonable steps to obtain the correct address of any Class Members for whom the Class Notice is returned by the post office as undeliverable, including skip-tracing, and shall attempt re-mailings as described below.

g. If any Class Notice is returned as undeliverable, the Settlement Administrator shall promptly re-send the applicable notice to any forwarding addresses provided by the U.S. Postal Service. If no such forwarding address is provided, the Settlement Administrator shall perform a Level 2 skip trace in the manner that the Settlement Administrator customarily performs skip traces in an effort to determine the Class Member's current address, and, to facilitate this process, Defendant, upon the request of the Settlement Administrator and on an as-needed basis, shall provide the Settlement Administrator with the Class Member's social security number (if available to Defendant), which shall be maintained in strict confidence. If a new address is obtained, the Settlement Administrator will promptly re-mail the Class Notice to the Class Member. If a new address is not obtained from the U.S. Post Office or through a standard Level 2 skip tracing, no further efforts are required, and these shall be deemed adequate notice.

h. Settlement Website. The Settlement Administrator shall create a website dedicated to providing information related to the Lawsuit, this Settlement, the Class Notice, and a long-form class notice in the form attached hereto as Exhibit 1. The website will include the information in the Class Notice, include access to

relevant publicly available court documents relating to the Lawsuit, and provide Class Members with the ability to electronically submit their claims for Settlement benefits and submit any necessary documents in support of their claims or documents to supplement or cure deficient claims. The website will make clear that Class Members who have opted out of the Settlement in accordance with Court-approved deadlines and procedures have not released any claims they may have related to the Lawsuit and may still file claims related to the allegations in the Lawsuit. The website will also give notice that there is a statute of limitations for filing claims by anyone opting out of the Settlement and that they should contact Class Counsel or another attorney immediately if they believe they may want to file their own legal action.

i. Settlement Call Center. The Settlement Administrator shall establish and maintain a call center with staff trained to respond to inquiries from Class Members.

j. Claims Process. To receive a Participating Class Member Payment, a Class Member must submit a valid claim form to the Settlement Administrator that is postmarked or electronically submitted on or before the Claims Deadline. To be valid, claims forms must be signed by the Participating Class Member, include the Class Member's mailing address, phone number, and email address, indicate their selection of the Fixed Cash Payment or Reimbursement options, and, if the Reimbursement option is selected, provide the relevant information related to their lost time or out-of-pocket losses. In the event that the Settlement Administrator determines that some or all of a claim is deficient, the Settlement Administrator shall

respond to the Class Member with a written or electronic notice of deficient claim. Such notices of deficient claims shall (i) be written or electronic, in plain, easily understandable English, (ii) explain the reason for the deficiency(ies), (iii) explain what type of documentation or other information, if any, can cure the deficiency(ies), (iv) explain the available procedures for submitting documents or other information to supplement or cure the deficiencies, and (vi) advise the Class Member that he or she must provide information sufficient to cure the identified deficiencies within fourteen (14) calendar days of the notification being provided. The Settlement Administrator shall adjudicate claims and issue such notices of deficient claims on a rolling basis. If a claim for Reimbursement cannot be cured following a notice of deficient claim, then the Class Member shall be notified that he/she has fourteen (14) calendar days to make a claim for a Fixed Cash Payment. The Settlement Administrator will provide to Class Counsel and Defendant's Counsel a bi-weekly report of the Class Members who have submitted valid claim forms. The Settlement Administrator will also provide Class Counsel and Defendant's Counsel a bi-weekly report of any rejected claim forms. Class Counsel shall have until the Claims Deadline and objection/exclusion deadline, or fourteen (14) calendar days after the last bi-weekly report has been issued, whichever is later, to assist the Class Member whose claim form has been rejected to amend or resubmit a valid claim form.

3. Preliminary Approval of Settlement. Within fourteen (14) days after receiving the executed Settlement Agreement, Class Counsel shall file a motion requesting that the Court issue a Preliminary Order Approving the Settlement, which shall include the following:

- preliminary approval of the settlement memorialized in this Settlement Agreement as fair, reasonable and adequate;
- approval of the long form notice substantially in the form of Exhibit 1;
- approval of the email and post card notice developed by the Claims Administrator as described in Section 4.2, *infra*, for distribution to all Class Members;
- a direction to the Settlement Administrator to distribute the Class Notices in the forms approved by the Court to Class Members;
- a finding that the notice to be given constitutes the best notice practicable under the circumstances, including individual notice to all Class Members who can be identified with reasonable effort, and constitutes valid, due, and sufficient notice to Class Members in full compliance with the requirements of applicable law, including the due process clause of the United States Constitution;
- a direction that each potential Class Member who wishes to be excluded from the Settlement Class must opt-out per the instructions set forth in the Class Notice, and that their responses must be received by the date set forth in the Preliminary Approval Order;
- a direction that, pending final determination of the joint application for approval of this Settlement Agreement, all Class Members who do not request exclusion from the Settlement Class shall be enjoined from commencing or prosecuting any action, suit, proceeding, claim, or cause of action in any court or before any tribunal based upon the same claims in this Lawsuit;
- a direction that any Class Member who has not properly and timely requested exclusion from the Settlement Class shall be bound in the event of Final Approval of the Settlement;
- the scheduling of a Fairness Hearing to determine whether this Settlement Agreement should be approved as fair, reasonable, and adequate and whether to grant Final Approval of the Settlement;
- a direction that the Settlement Administrator shall tabulate communications from Class Members asking to be excluded from the settlement and shall report the names and addresses of such persons to the Court and the Parties no less than fifteen (15) days before the Fairness Hearing;
- a direction that Class Counsel shall file a fee and expense application and Class Representatives' Service Award application fourteen (14) days before the Fairness Hearing, and shall file any supplemental brief in support of final approval of the Settlement Agreement no later than seven (7) days prior to the Fairness Hearing, and that the Court shall determine at the Fairness Hearing in what amount attorney's fees and reimbursement of costs and expenses should be

awarded to Class Counsel, and in what amount service awards will be awarded to the Class Representatives;

- a direction that any Class Member who wishes to object in any way to the Settlement Agreement, the attorney fee and expense application, and/or the Class Representatives' service award must file and serve such written objections no later than the date set forth in the Preliminary Approval Order, together with copies of all papers in support of his or her position. The Class Notice shall state that the Court will not consider the objections of any Settlement Class Member who has not properly served copies of his or her objections on a timely basis.

4. Response to Notice. For those Class Members that are not Participating Class Members, such Class Members may object to the Settlement or request to be excluded from the Settlement.

a. Objection to Settlement. Any Class Member who intends to object to the fairness of the Settlement Agreement must do so within forty-five (45) days after the mailing of the Class Notice and must file any such objection with the Court no later than fourteen (14) days before the Fairness Hearing, and provide copies of the objection to:

Sander Sowers
Lear Werts LLP
103 Ripley Street
Columbia, MO 65201
Class Counsel

Rachel Rivers
Pierson Ferdinand
2100 Geng Road, Suite 210
Palo Alto, CA 94303
Defendant's Counsel

William Hellmich
Hellmich, Hill & Retter, LLC
1049 North Clay Avenue
Kirkwood, MO 63122
Defendant's Counsel

Any Class Member objecting to the Settlement must send a signed, written statement objecting to the Settlement which must include: (i) the objector's full name, address, e-mail address, and 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; and, (vii) a statement whether the objector intends to appear at the Fairness Hearing, with or without counsel. Any member of the Settlement Class who does not file a timely written objection to the settlement and notice of his intent to appear at the Fairness Hearing shall be foreclosed from seeking any adjudication or review of the settlement by appeal or otherwise. No objector may appear at the Fairness Hearing unless he/she has filed a timely objection that complies with the procedures provided in this Settlement Agreement. Only Class Members may object to the Settlement and any Class Member that requests to be excluded from the Settlement may not submit any objection to the Settlement.

b. Request for Exclusion. Any Class Member who wishes to be excluded from the Settlement Class must submit a request for exclusion to the address specified in the Class Notice by the date specified in the Preliminary Order Approving Settlement, which shall be forty-five (45) days after the mailing of the Class Notice. To be effective, the Class Member must send a signed, written statement requesting to be excluded from the Settlement and it must (i) include the Class Member's full name, address, e-mail address, and telephone number; and (ii) specifically state his or her desire to be excluded from the settlement. To be effective, any request to be excluded from the Settlement must be submitted, mailed or postmarked prior to the expiration of the Exclusion Period. Any Class Member who fails to submit a timely request to be excluded shall be subject to and bound by this Settlement Agreement and every order or judgment entered pursuant to this Settlement Agreement. In the event there are more than 5,000 individual Class Members that request exclusion

from the Settlement, Defendant may, at its election, terminate this Settlement upon written notice to Class Counsel within fourteen (14) days following the Exclusion Period. If Defendant so elects to terminate this Settlement under this provision, Defendant shall bear all costs and expenses incurred for settlement administration and by the Settlement Administrator.

5. Fairness Hearing. On the date set forth in the Preliminary Approval Order, a Fairness Hearing will be held at which the Court will: (1) decide whether to finally certify the Settlement Class, (2) approve the Settlement Agreement as fair, reasonable, and adequate, and (3) decide any petitions for attorney's fees and costs and the Class Representatives' service award application.

If the Court grants Final Approval of this Settlement, a final order approving the Settlement and directing the entry of judgment pursuant to Supreme Court Rule 74.01 shall be entered as follows:

- finally approving the Settlement Agreement as fair, reasonable, and adequate as it applies to the Settlement Class;
- declaring the Settlement Agreement to be binding on Defendant and the Class Representatives, as well as all members of the Settlement Class who have not been excluded;
- forever discharging the Released Parties from all Released Claims upon payment of the Settlement Fund; and,
- indicating the amount of attorney fees and costs and expenses to be awarded to Class Counsel and the amount of the Class Representatives' service awards.

SECTION 5 – NO ADMISSION OF LIABILITY/BENEFITS OF SETTLEMENT

1. The tender of consideration in this Settlement Agreement is not meant to be construed as an admission of liability or wrongdoing on behalf of Defendant and Defendant denies any such liability or wrongdoing.

2. Plaintiffs believe that the claims at issue in this Lawsuit have merit. Plaintiffs, however, recognize and acknowledge the expense and length of continued proceedings that would be necessary to prosecute these claims against Defendant through trial and appeals. Plaintiffs have also considered the uncertain outcome and the risk of any litigation, especially in complex actions such as this Lawsuit, as well as the difficulties and delays inherent in such litigation. Plaintiffs believe that this settlement confers substantial benefits upon the Class Members. Based on evaluation of all these factors, the Class Representatives and Plaintiffs' counsel have determined that this settlement is fair and reasonable and in the best interests of the Class.

SECTION 6 - MISCELLANEOUS

1. Service or Notice. Whenever, under the terms of this Settlement Agreement, a person is required to provide service or written notice to Defendant, Defendant's Counsel or Class Counsel, such service or notice shall be directed to the individuals and addresses specified below, unless those individuals or their successors give notice to the other Parties in writing:

Sander Sowers
Lear Werts LLP
103 Ripley Street
Columbia, MO 65201
Class Counsel

Rachel Rivers
Pierson Ferdinand
2100 Geng Road, Suite 210
Palo Alto, CA 94303
Defendant's Counsel

William Hellmich
Hellmich, Hill & Retter, LLC
1049 North Clay Avenue
Kirkwood, MO 63122
Defendant's Counsel

2. Taxes. For tax purposes, each Participating Class Member's payment and the Service Awards shall be treated as interest and other damages and shall be paid without withholdings and shall be reported on an applicable IRS Form 1099 prepared by the Settlement Administrator solely in the name of said recipients and for the amount actually

received by the Participating Class Member. Payment of the fee and expense award to Class Counsel shall be reported by the Settlement Administrator on the applicable IRS Form 1099, solely in the name of Class Counsel, as required by the Internal Revenue Code and shall be made without withholding. Each Party shall be responsible for their own tax reporting, credits, and liabilities that may arise from or be related to this Settlement in any way.

3. Severability of Provisions. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of its provisions shall not affect the validity or enforceability of any of the other provisions.

4. The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, carefully considered, arm's length, and good-faith negotiations between the Parties and reflect a settlement that was reached voluntarily after consultation with experienced legal counsel.

5. Except as otherwise provided herein, each Party shall bear his, her or its own costs, attorney fees and other expenses.

6. Continuing Jurisdiction. The Circuit Court of the City of St. Louis, Missouri shall retain continuing and exclusive jurisdiction over the Parties to this Agreement and the Lawsuit, including all Class Members, for the purpose of the administration and enforcement of this Agreement.

7. Cooperation Clause and Dispute Resolution. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to execution of such documents and taking such other action as may be reasonably necessary to implement the terms of this Settlement Agreement. The parties to this Settlement Agreement shall use their best efforts, including all efforts contemplated by

this Settlement Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement Agreement and the terms set forth herein. As soon as practicable after execution of this Settlement Agreement, Class Counsel shall, with the assistance and cooperation of Defendant and their counsel, take all necessary steps to secure the Court's final approval of this Settlement Agreement.

8. Choice of Law. The enforcement of this Agreement shall be governed and interpreted by and under the laws of the State of Missouri whether or not any Party is or may hereafter be a resident of another state.

9. Amendments/Modifications/Extensions of Time. This Agreement constitutes the entire agreement of the parties concerning the subjects contained herein. This Settlement Agreement may not be changed or altered except in writing signed by all Parties and upon approval by the Court, except that the Parties may agree upon a reasonable extension of time for deadlines and dates reflected in this Settlement Agreement, without further notice (subject to Court approval as to Court dates). No waiver, modification or amendment of the terms of this Agreement, whether purportedly made before or after the Court's approval of this Agreement, shall be valid or binding unless in writing, signed by or on behalf of all Parties and then only to the extent set forth in such written waiver, modification or amendment, subject to any required Court approval. Any failure by any Party to insist upon the strict performance by the other Party of any of the provisions of this Agreement shall not be deemed a waiver of any of the other provisions of this Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

10. Binding Agreement. This Agreement shall be binding upon, and inure to the benefit of, the parties and their affiliates, agents, employees, beneficiaries, heirs, executors, administrators, successors, and assigns.

11. Captions. The captions or headings of the sections and paragraphs of this Agreement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Agreement.

12. Execution of Agreement. This Settlement Agreement shall become effective upon its execution subject to subsequent Court approval. The Parties may execute this Settlement Agreement in counterparts, and execution in counterparts shall have the same force and effect as if the Class Representatives and their Counsel and Defendant had signed the same instrument. Any signature made and transmitted by facsimile or electronic means for the purpose of executing this Agreement shall be deemed an original signature for purposes of this Agreement and shall be binding upon the Party whose counsel transmits the signature page by facsimile or other electronic means. Each counsel or other person executing this Agreement or any of its exhibits on behalf of any Party hereto warrants that such person has the authority to do so. Any person executing this Agreement or any such related documents on behalf of any entity hereby warrants and promises for the benefit of all Parties hereto that such person has been duly authorized by such entity to execute this Agreement or any such related documents.

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

Dated: 8/27/2026



Printed name: Steve Sikes

Printed title: Executive Director

Dated: August 25, 2026



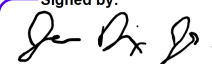
Rachel Rivers
Pierson Ferdinand
Counsel for Defendant
Approved as to Form

Dated: _____



William Hellmich
Hellmich, Hill & Retter, LLC
Counsel for Defendant
Approved as to Form

Dated: 8/17/2026 _____

Signed by:

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J.D.
Plaintiff/Class Representative

Dated: _____

F.M.
Plaintiff/Class Representative

Dated: _____

Candice Gurley
Plaintiff/Class Representative

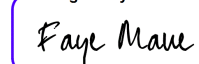
Dated: _____

Todd C. Werts
Lear Werts LLP
Class Counsel
Approved as to Form

Dated: _____

J.D.
Plaintiff/Class Representative

Dated: 8/17/2026

Signed by:

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F.M.
Plaintiff/Class Representative

Dated: _____

Candice Gurley
Plaintiff/Class Representative

Dated: _____

Todd C. Werts
Lear Werts LLP
Class Counsel
Approved as to Form

Dated: _____

J.D.
Plaintiff/Class Representative

Dated: _____

F.M.
Plaintiff/Class Representative

Dated: 8/17/2026


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Candice Gurley
Plaintiff/Class Representative

Dated: _____

Todd C. Werts
Lear Werts LLP
Class Counsel
Approved as to Form

Dated: _____

J.D.
Plaintiff/Class Representative

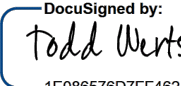
Dated: _____

F.M.
Plaintiff/Class Representative

Dated: _____

Candice Gurley
Plaintiff/Class Representative

Dated: 8/20/2026

DocuSigned by:

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Todd C. Werts
Lear Werts LLP
Class Counsel
Approved as to Form

ClassAction.org

This complaint is part of ClassAction.org's searchable [class action lawsuit database](#)
