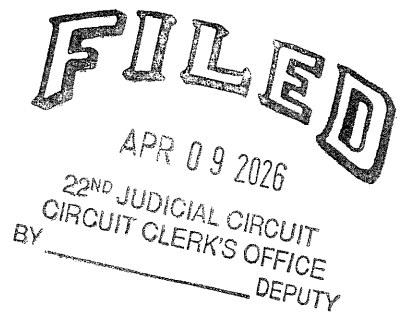


IN THE CIRCUIT COURT OF THE CITY OF ST. LOUIS, MISSOURI

JASON SALAZAR, KRISTIN TAFOYA,)
 HEIDI MATHIASSEN, PAULA ORTIZ,)
 M.R., KRISTEN COCHRANE, MARY)
 MARTINEZ, and MIKAH WOURINEN,)
 on behalf of all others similarly situated,)
)
 Plaintiffs,)
)
 v.)
)
 THOMPSON COBURN LLP,)
)
 Defendant.)

Case No.: 2622-CC00320



~~PROPOSED~~ **ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

This matter is before the Court for consideration of whether the Settlement reached by the Parties should be preliminarily approved, the proposed Settlement Class preliminarily certified, and the proposed plan for notifying the Settlement Class approved.

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

IT IS HEREBY ORDERED THAT:

1. Capitalized terms herein shall have the same meaning as those defined in the Settlement Agreement, which is attached as an exhibit to the Motion for Preliminary Approval.
2. The Court has jurisdiction over the subject matter of this action, Plaintiffs, the Settlement Class, and Defendant.

3. The Court orders that, in order to effectuate the proposed Settlement and for settlement purposes only, this Action is hereby preliminarily certified as a class action under Rule 52.08, subject to Final Approval of the Settlement, on behalf of the following Settlement Class:

All persons in the United States who were sent notice of the Data Incident as identified in the Class List. Excluded from the Settlement Class are (1) Defendant, its general counsel, and all members of its management committee; and (2) the Judge assigned to the Action, the Judge's immediate family, and Court staff; and (3) any individual who timely and validly opts out of the Settlement.

4. The Court finds, for settlement purposes only, that Plaintiffs Jason Salazar, Kristin Tafoya, Heidi Mathiasen, Paula Ortiz, M.R., Kristen Cochrane, Mary Martinez, and Mikah Wuorinen are adequate Class Representatives and appoints them as Class Representatives for the Settlement Class.

5. The Court appoints Raina Borrelli of Strauss Borrelli PLLC, Norman E. Siegel of Stueve Siegel Hanson LLP, and Jeff Ostrow of Kopelowitz Ostrow P.A. as Class Counsel.

6. The Court appoints Simpluris, Inc. as the Settlement Administrator. The Settlement Administrator is directed to carry out the Notice Program and to perform all other tasks that the Settlement requires of the Settlement Administrator.

7. The Court recognizes that, pursuant to the Agreement, should the Settlement not be finally approved, Defendant shall retain all rights to object to any future requests to certify a class. Therefore, as more fully set forth below, if the Settlement is not finally approved, and litigation resumes, this Court's preliminary findings regarding the propriety of class certification shall be of no further force or effect.

8. The Court preliminarily approves the settlement of this Action as set forth in the Agreement as being fair, just, reasonable, and adequate, subject to further consideration at the Final Approval Hearing described below. The Court further finds the likelihood of Final Approval

of the Settlement is sufficient to warrant notice to the Settlement Class as specified in the Agreement. There is good cause to find that the Settlement was negotiated with the assistance of an experienced mediator and at arm's length between the Parties, who were each represented by experienced counsel.

9. For settlement purposes only, the Court preliminarily finds that the Settlement Class as defined herein meets the requirements of Rule 52.08 as follows:

- a. The Settlement Class is sufficiently ascertainable;
- c. Rule 52.08(e)(2) has been amended and now mirrors Fed. R. Civ. P. 23(e)(2). Prior to amendment, the Missouri Supreme Court cited Fed. R. Civ. P. 23(e)(2) approvingly, that Rule considers the following 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 to be adequate, taking into account the factors stated in Rule 52.08(e)(2) and FRCP 23(e)(2)(c), in that:
 - (1) 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 significant costs in time and money by the Parties;
 - (2) the Settlement provides meaningful Cash Payments and other consideration to Settlement Class Members who submit Valid Claims;
 - (3) the terms of the proposed Application for Attorneys' Fees, Costs, and Service Awards do not appear unreasonable; and

(4) there are no “side-deals” between the Parties except as referenced in the Settlement, including the agreement referenced in Paragraph 137 of the Settlement that provides Defendant the opportunity to terminate the Settlement in the event more than a specified number agreed to by the Parties opt out of the Settlement.

d. There are 377,211 Settlement Class Members, which is sufficiently numerous for purposes of Rule 52.08(a) and joining all of these parties into a single action would be impractical;

e. The Settlement Class Members assert common claims challenging Defendant’s alleged acts and omissions concerning the Data Incident through the same legal theories under Missouri law;

f. The Settlement 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, but not limited to, by hiring competent counsel who have no conflicts of interest with the Settlement Class and by vigorously litigating this case to its proposed conclusion;

h. The common questions related to Defendant’s alleged acts and omissions concerning the Data Incident predominate over any individual questions that might arise; and

i. Class certification for settlement purposes is superior to individual adjudication of the claims asserted here due to the similarities between the Settlement

Class Members' claims and the fact that managing those claims together would be significantly more efficient than litigating them separately.

10. The Court approves the Notice Program and Claims Process, including the Postcard Notice, Long Form Notice, and Claim Form (substantially in the form as Exhibits 1 through 3 to the Agreement), and finds that the Notice accurately reflects the nature of the claims and the proposed Settlement, states the opt-out and objection procedures in clear language, and is reasonably and practicably calculated to inform the Settlement Class of the pendency of the Action and their rights, including, among other things, to opt out or object to the Settlement, and to attend the Final Approval Hearing. The Notice meets the requirements of Rule 52.08 and the requirements of due process. The Court further finds that the procedure for dissemination of the Notice in the manner described in the Agreement has a reasonable chance of reaching a substantial percentage of the Settlement Class and constitutes the best notice practicable under the circumstances. In addition, the Court finds that no notice other than that specifically identified in the Agreement is necessary in this Action. The Parties, by agreement, may revise the Notice and Claim Form in ways that are not material or are appropriate to update those documents for purposes of accuracy or formatting for publication.

11. The Court hereby approves the mailing and distribution of the Postcard Notice as set forth in the Settlement Agreement and directs the Settlement Administrator to disseminate the Notices and Claim Form as set forth in the Settlement Agreement. Prior to disseminating, the Notices shall be updated to reflect the dates and deadlines consistent with the Settlement Agreement and this Preliminary Approval Order.

12. The Settlement Class 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, whether

favorable or unfavorable, unless such persons timely and validly opt out of the Settlement, as hereinafter provided. Settlement Class Members who do not timely and validly opt out of the Settlement shall be bound by the terms of the Agreement, including without limitation the releases therein.

13. As explained in the Long Form Notice attached to the Agreement as Exhibit 2, Settlement Class Members shall be entitled to exclude themselves by written statement expressly requesting exclusion from the Settlement on or before 120 days after the Court enters this Preliminary Approval Order. The written notification must include the name of this Action (*Salazar et al. v. Thompson Coburn LLP*, Case No. 2622-CC00320, in the Circuit Court of the City of St. Louis, Missouri); the full name and address of the individual seeking exclusion from the Settlement; be personally signed by the individual seeking exclusion; include a statement in the body of the document clearly indicating the individual's intent to be excluded from the Settlement; and request exclusion only for that one individual whose personal signature appears on the request. Mass or class opt-outs, or other purported opt-outs signed by an attorney, are not permitted and will not be accepted. Opt-out requests seeking exclusion on behalf of more than one individual shall be deemed invalid by the Settlement Administrator. Any individual in the Settlement Class who does not timely and validly opt out shall be bound by the terms of the Agreement, including without limitation all releases therein, even if he or she does not submit a Valid Claim, and even if he or she has pending, or subsequently initiates, litigation, arbitration, or any other proceeding against Defendant or any of the other Released Parties relating to the Released Claims. To be timely, the opt-out request must be made by the Opt-Out Deadline, which shall be 120 days after the Court enters this Preliminary Approval Order.

14. All individuals who submit valid and timely requests for exclusion from the Settlement shall: (i) not be bound by any orders or judgments entered in connection with the Settlement; (ii) not be entitled to any relief under, or be affected by, the Settlement; (iii) not gain any rights by virtue of the Settlement; and (iv) not be entitled to object to any aspect of the Settlement.

15. The Settlement Administrator shall provide the Parties with copies of all requests to opt-out promptly upon receipt and, within fifteen (15) days of the Opt-Out Deadline or such shorter period as is reasonably practicable, a final list of all individuals who have timely and validly excluded themselves from the Settlement in accordance with the terms of the Settlement and herein. Prior to the Final Approval Hearing, the Settlement Administrator shall also prepare and execute a declaration identifying each individual who timely and validly requested exclusion from the Settlement.

16. Any Settlement Class Member who has not requested to opt out of the Settlement and who wishes to object to any aspect of the Settlement, including the amount of the attorneys' fees and costs that Class Counsel intends to seek or the payment of Service Awards to the Class Representatives, may do so, either personally or through an attorney, by filing a written objection, together with any supporting documentation, as set forth in the Settlement Agreement. To be valid, the objection must contain the objector's full name, mailing address, telephone number, and email address (if any); all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel; the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial

and appellate courts in each listed case; the identity of all counsel who represent the objector, including the identity of all counsel (if any) who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards, and whether they will appear at the Final Approval Hearing; the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years; a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any); and a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing. To be valid, the objection must be personally signed by the objector. There shall be no combined, collective, or joint objections.

17. A written notice of objection may be either: (1) electronically filed in the Action's electronic docket on or before the Objection Deadline; or (2) sent via first class, postage-prepaid United States Mail, postmarked no later than the Objection Deadline to: (a) the Clerk of Court; (b) Class Counsel; and (c) Defendant's Counsel at the addresses listed below:

Clerk of Court:	Defendant's Counsel:	Class Counsel:
Clerk of Court [INSERT]	Kristine M. Brown Donald Houser ALSTON & BIRD LLP 1201 West Peachtree Street NW Suite 4900 Atlanta, GA 30309-3424 Robb E. Hellwig	Raina Borrelli STRAUSS BORRELLI PLLC 980 N. Michigan Ave., Ste. 1610 Chicago, Illinois 60611 Norman Siegel STUEVE SIEGEL HANSON LLP

	<p>STONE, LEYTON & GERSHMAN, A PROFESSIONAL CORPORATION 7733 Forsyth Blvd., Suite 500 St. Louis, Missouri 63105</p>	<p>460 Nichols Road, Ste. 200 Kansas City, Missouri 64112</p> <p>Jeff Ostrow KOPELOWITZ OSTROW P.A. 1 West Las Olas Blvd., Ste. 500 Fort Lauderdale, Florida 33301</p>
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18. The Objection Deadline shall be 120 days after the Court enters this Preliminary Approval Order.

19. Any Settlement Class Member who fails to object to the Settlement in the manner described herein shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be precluded from seeking any review of the Settlement or the terms of this Order by appeal or any other means.

20. The Parties may file with the Court written responses to any filed objections at or prior to the Final Approval Hearing.

21. Any Settlement Class Member who has opted out of the Settlement may not submit an objection to the Settlement. Settlement Class Members cannot both object to and opt out of the Settlement. Any Settlement Class Member who attempts to both object to and opt out of the Settlement will be deemed to have opted out and will forfeit the right to object to the Settlement or any of its terms.

22. This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of which shall be restored to their respective positions existing immediately before this Court entered this Order, if the Settlement is not finally approved by the Court, the Settlement is terminated in accordance with its terms, or the Effective Date does

not occur. In such event, the Settlement shall become null and void and be of no further force and effect, and the Settlement (including any Settlement-related filings) and the Court's orders, including this Order, relating to the Settlement shall not be construed or used as an admission, concession, or declaration by or against Defendant or any Thompson Coburn Persons of any fault, wrongdoing, breach, or liability; shall not be construed or used as an admission, concession, or declaration by or against any Settlement Class Representative or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable; and shall not constitute a waiver by any party of any defense (including without limitation any defense to class certification) or claims he or she may have in this Action or in any other lawsuit; and shall not be used or referred to for any purpose whatsoever.

23. All pretrial proceedings in this Action are stayed and suspended until further order of this Court, except such actions as may be necessary to implement the Agreement and this Preliminary Approval Order.

24. Pending the Court's final determination of the fairness, reasonableness, and adequacy of the proposed Settlement, Plaintiffs and all Settlement Class Members and anyone acting on behalf of any Settlement Class Member are barred and enjoined from: (a) further litigation in this Action; (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 other 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 (c) seeking, whether on a conditional basis or not, certification of a class or collective action that involves any such claims.

25. The Final Approval Hearing is hereby scheduled to be held before the Court on _____, 2026, at _____. At the Final Approval Hearing, the Court will determine, among other things:

- a. Whether the proposed Settlement Class should be finally certified for settlement purposes;
- b. Whether to enter a Final Approval Order and Judgment as set forth in the Settlement;
- c. Whether the Settlement should be finally approved as fair, reasonable, and adequate;
- d. Whether the Settlement Class Members should be bound by the releases set forth in the Settlement;
- e. Whether Class Counsel's Application for Attorneys' Fees, Costs, and Services Awards should be approved; and
- f. Any other matters the Court deems necessary and appropriate to address at the hearing.

26. The Final Approval Hearing may be switched to Zoom, or another virtual platform, postponed, adjourned, or continued by order of the Court. Notice of the postponement, adjournment or continuance of the hearing shall be posted on the Settlement Website.

27. Class Counsel shall submit their Class Counsel's Application for Attorneys' Fees, Costs, and Services Awards no later than ninety (90) days after entry of this Preliminary Approval Order.

28. The Court hereby sets the following schedule of events:

ACTION	DEADLINE
Notice Commencement Date	30 days after entry of this Preliminary Approval Order
Claim Form Deadline	105 days after entry of this Preliminary Approval Order
Opt-Out Deadline	120 days after entry of this Preliminary Approval Order
Objection Deadline	120 days after entry of this Preliminary Approval Order
Motion for Final Approval and Application for Attorneys' Fees, Costs and Service Awards	90 days after entry of this Preliminary Approval Order
Final Approval Hearing	<p style="text-align: center;">_____, 2026, at __:__.m.</p> <p>[no earlier than 135 days after entry of this Preliminary Approval Order]</p>

IT IS SO ORDERED this 7 day of April, 2026.

