

# EXHIBIT A

**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, )

Case No.: 2622-CC00320

Plaintiffs, )

v. )

THOMPSON COBURN LLP, )

Defendant. )

**SETTLEMENT AGREEMENT**

This Settlement Agreement<sup>1</sup> is entered into between Plaintiffs for the above-styled action, on behalf of themselves and the Settlement Class, on the one hand, and Defendant, on the other hand. The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order and Judgment entered by the Court.

**I. Background**

1. Defendant is a nationally recognized law firm based in St. Louis, Missouri that provides legal services to for-profit and non-profit companies and individuals throughout the country.

2. During the regular course of providing legal services, Defendant’s clients often entrust Defendant with Private Information.

3. On May 28, 2024, and May 29, 2024, an unauthorized third-party cybercriminal illegally infiltrated Defendant’s computer network and gained access to certain Private Information

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<sup>1</sup> All capitalized terms herein shall have the same meanings as those defined in Section II herein.

of 377,211 individuals (i.e., the Data Incident). The vast majority of those individuals were current and former patients of Presbyterian Health Services, one of Defendant's clients.

4. Beginning in November 2024, notice letters were sent to those individuals whose Private Information may have been impacted in the Data Incident.

5. On November 12, 2024, Defendant and Presbyterian were named in eight class actions in the Eastern District of Missouri.

6. A ninth case, *Martinez v. Presbyterian Health Services*, Case No. 4:25-cv-01263, was filed in the District of New Mexico and eventually transferred to the Eastern District of Missouri.

7. The Plaintiffs in the Eastern District of Missouri cases conferred and agreed to work cooperatively with one another. To that end, on December 20, 2024, Plaintiffs moved to consolidate their cases in the Eastern District of Missouri and appoint Raina Borrelli of Strauss Borelli PLLC, Norman E. Siegel of Stueve Siegel Hanson LLP, and Jeff Ostrow of Kopelowitz Ostrow P.A. as Interim Co-Lead counsel, as well an Executive Committee consisting of seven others. The Eastern District of Missouri court granted the motion on January 21, 2025, consolidating all cases and appointing interim lead counsel.

8. On February 20, 2025, Plaintiffs in this Action filed a consolidated complaint, seeking to represent a nationwide class of all individuals whose Private Information was impacted in the Data Incident and asserting claims for negligence, negligence per se, breach of implied contract, unjust enrichment, breach of third-party beneficiary contract, breach of fiduciary duty of confidentiality, violation of the Missouri Merchandising Practices Act, and declaratory judgment.

9. On March 24, 2025, Presbyterian moved to dismiss the consolidated complaint. That same day, Defendant filed its motion to dismiss. Plaintiffs filed their opposition to

Defendant's motion to dismiss on April 23, 2025, to which Defendant filed its reply on May 13, 2025.

10. Shortly thereafter, the Parties decided to explore early resolution. They scheduled a mediation for November 5, 2025, with experienced data breach class action mediator and former federal magistrate Judge Diane Welsh (Ret.), of JAMS.

11. In advance of the mediation, Plaintiffs' counsel consulted with damage and liability experts, and the Parties exchanged informal discovery, including information that allowed Plaintiffs' counsel to assess the nature, scope, and extent of the Data Incident. The Parties discussed the strengths and weaknesses of Plaintiffs' claims and Defendant's defenses thereto, along with the risks of protracted litigation. The Parties also exchanged mediation statements in advance of the mediation.

12. On November 5, 2025, the Parties participated in an in-person mediation in Philadelphia, Pennsylvania before Judge Welsh. After a full day of arms-length negotiations, the Parties were unable to agree to the terms of a settlement. However, they continued to negotiate over the following weeks, ultimately reaching an agreement on all material terms.

13. During the settlement discussions, the Parties concluded that since jurisdiction was proper in state court, they would dismiss the federal action and refile this Action in this Court. Consequently, the Parties dismissed the federal action on February 10, 2026, and refiled this Action in this Court.

14. The Parties now agree to settle the Action entirely, without any admission of liability or wrongdoing, on the terms set forth in this Agreement. Defendant has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the Data Incident and the allegations made in the Petition, and to avoid the litigation costs and expenses, distractions,

burden, expense, and disruption to their business operations associated with further litigation. Defendant denies all liability and denies all claims in the Petition. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in the Petition, and Defendant disclaims and denies any fault or liability and any charges of wrongdoing that have been or could have been asserted in the Petition. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement. Plaintiffs have entered into this Agreement to recover on the claims in the Petition, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiffs do not in any way concede that the claims alleged in the Petition lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiffs, Defendant, and all Settlement Class Members.

**NOW, THEREFORE**, in light of the foregoing and for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows.

**II. Definitions**

15. “**Action**” means the above-styled action, *Salazar et al. v. Thompson Coburn LLP*, Case No. 2622-CC00320, currently pending in the Circuit Court of the City of St. Louis, Missouri.

16. “**Additional Benefits**” means payment by Defendant of Settlement Class Members’ Claims for Cash Payment A – Documented Losses; payment by Defendant in the amount set forth in the Cyex agreement dated January 27, 2026 to make Medical Data Monitoring for all Settlement Class Members; and payment by Defendant of up to \$250,000 in attorneys’ fees. The Additional Benefits shall be paid separate and apart from the Common Settlement Fund. The

total amount of the Additional Benefits will depend on the costs of Medical Data Monitoring as set forth in the Cyex agreement dated January 27, 2026, the total amount of Valid Claims by Settlement Class Members for Cash Payment A – Documented Losses, and the amount of attorneys’ fees awarded by the Court. In the event the total amount of Additional Benefits is less than \$1,500,000, then Defendant is obligated only to pay that lesser amount. Under no circumstances shall the total amount of the Additional Benefits payable by the Defendant exceed \$1,500,000 (i.e., the Additional Benefits Limit).

17. **“Additional Benefits Payment Limit”** is the maximum aggregate amount Defendant may be liable for Additional Benefits, which is \$1,500,000. For the avoidance of doubt, the total amount of the Additional Benefits will depend on the costs of Medical Data Monitoring as set forth in the Cyex agreement dated January 27, 2026, the total amount of Valid Claims by Settlement Class Members for Cash Payment A – Documented Losses, and the amount of attorneys’ fees awarded by the Court, but in no event will be more than \$1,500,000. In the event the total amount of Additional Benefits is less than \$1,500,000, then Defendant is obligated only to pay that lesser amount.

18. **“Agreement”** or **“Settlement”** or **“Settlement Agreement”** means this agreement between the Plaintiffs and Defendant, and all exhibits hereto.

19. **“Application for Attorneys’ Fees, Costs, and Service Awards”** means Class Counsel’s application for attorneys’ fees and costs for Class Counsel, and Service Awards for the Class Representatives, which shall be filed along with Plaintiffs’ Motion for Final Approval.

20. **“Cash Payment”** means the cash compensation consisting of (a) Cash Payment A – Documented Losses and (b) Cash Payment B – *Pro Rata* Cash that Settlement Class Members may elect to claim in the Settlement. For the avoidance of doubt, an individual Settlement Class

Member may only select *either* Cash Payment A – Documented Losses, *or* Cash Payment B – *Pro Rata* Cash.

21. “**Cash Payment A – Documented Losses**” means the cash compensation consisting of a maximum of \$5,000.00 per Settlement Class Member that Settlement Class Members who incurred documented losses may claim as set forth in Section V herein.

22. “**Cash Payment B – Pro Rata Cash**” means the cash compensation consisting of a *pro rata* share of cash from the Net Settlement Fund that all Settlement Class Members may elect to claim as set forth in Section V herein.

23. “**Claim**” means the submission of a Claim Form by a Claimant.

24. “**Claim Form**” means the proof of claim, substantially in the form attached hereto as *Exhibit 3*, which Claimants must use to submit a Claim for Cash Payments.

25. “**Claim Form Deadline**” means 105 days after the Court enters the Preliminary Approval Order and is the last day by which a Claim Form may be submitted to the Settlement Administrator for a Settlement Class Member to be eligible for a Settlement Class Member Benefit.

26. “**Claimant**” means a Settlement Class Member who submits a Claim Form.

27. “**Claims Process**” means the process by which Claimants may submit Claims to the Settlement Administrator, including the procedure to approve or reject Claims.

28. “**Class Counsel**” means Raina Borrelli of Strauss Borrelli PLLC, Norman E. Siegel of Stueve Siegel Hanson LLP, and Jeff Ostrow of Kopelowitz Ostrow P.A.

29. “**Class List**” means the list of all individuals in the Settlement Class. Defendant shall provide the Class List to the Settlement Administrator to be used for the provision of Notice.

30. “**Class Representatives**” means the Plaintiffs the Court approves to serve as

representatives of the Settlement Class.

31. “**Common Settlement Fund**” means the non-reversionary \$6,000,000 cash fund that Defendant has agreed to pay in accordance with the terms of the Settlement.

32. “**Court**” means the Circuit Court for the City of St. Louis, Missouri and the Judge(s) assigned to the Action.

33. “**Data Incident**” means the data security incident in which an unauthorized actor viewed or took certain Private Information within Defendant’s environment on May 28, 2024 and May 29, 2024, and that is the subject of the Petition.

34. “**Defendant**” means Thompson Coburn LLP, the defendant in the Action.

35. “**Defendant’s Counsel**” means Robb Hellwig of Stone, Leyton & Gershman, and Kristine McAlister Brown and Donald Houser of Alston & Bird LLP.

36. “**Effective Date**” shall be the first business day after all of the following conditions have occurred: (a) the Parties execute this Agreement; (b) the Court enters the Preliminary Approval Order without material change to the Parties agreed-upon proposed Preliminary Approval Order attached as *Exhibit 4*, which shall include approval of the Notice Program; (c) Notice is provided to the Settlement Class in accordance with the Notice Program and Preliminary Approval Order; (d) the Court enters a Final Approval Order and Judgment consistent with the requirements of Paragraph 40; and (e) the Final Approval Order and Judgment becomes final because (i) the time for appeal, petition, rehearing, or other review has expired; or (ii) if any appeal, petition, or request for rehearing or other review has been filed, the Final Approval Order and Judgment is affirmed without material change, or the appeal is dismissed or otherwise disposed of, and no other appeal, petition, rehearing, or other review is pending, and the time for further appeals, petitions, and requests for rehearing or other review has expired.

37. “**Entity**” means any corporation, partnership, limited liability company, association, trust, or other organization of any type.

38. “**Final Approval**” means the final approval of the Settlement, which occurs when the Court enters a Final Approval Order and Judgment.

39. “**Final Approval Hearing**” means the hearing held before the Court during which the Court will consider granting Final Approval of the Settlement and the Application for Attorneys’ Fees, Costs, and Service Awards.

40. “**Final Approval Order and Judgment**” means an order and judgment that the Court enters after the Final Approval Hearing, which, among other things, (a) finally approves the Agreement without any material changes; (b) finally certifies the Settlement Class for settlement purposes; (c) dismisses all claims in the Action with prejudice; (d) releases the Released Parties from the Released Claims as set forth herein; (e) bars and enjoins the Releasing Parties from asserting any of the Released Claims, including during the pendency of any appeal from the Final Approval Order and Judgment; (f) includes as an exhibit a list of individuals who timely and validly opted out of the Settlement; and (g) satisfies the settlement-related provisions of Missouri Rule of Civil Procedure 52.08 in all respects.

41. “**Long Form Notice**” means the long form notice of the Settlement, substantially in the form attached hereto as *Exhibit 2*, that shall be posted on the Settlement Website and be available to Settlement Class Members by mail upon request made to the Settlement Administrator.

42. “**Medical Data Monitoring**” means the CyEx Medical Shield Complete monitoring service for a three-year period that will be made available to all Settlement Class Members.

43. “**Motion for Final Approval**” means the motion that Plaintiffs and Class Counsel

shall file with the Court seeking Final Approval of the Settlement.

44. “**Motion for Preliminary Approval**” means the motion that Plaintiffs shall file with the Court seeking Preliminary Approval of the Settlement.

45. “**Net Settlement Fund**” means the funds remaining in the Common Settlement Fund after the payment of Settlement Administration Costs and Court-awarded Service Awards, attorneys’ fees, and costs.

46. “**Notice**” means the Postcard Notice and Long Form Notice that Plaintiffs and Class Counsel will ask the Court to approve in connection with the Motion for Preliminary Approval.

47. “**Notice Commencement Date**” means the date by which Notice is first commenced, which shall be 30 days after the Court enters the Preliminary Approval Order.

48. “**Notice Completion Date**” means the date by which Notice must be completed, which is 90 days after the Court enters the Preliminary Approval Order.

49. “**Notice Program**” means the methods provided for in this Agreement that may be used for the provision of Notice of the Settlement (Postcard Notice and Long Form Notice), along with the Settlement Website and Settlement telephone line.

50. “**Notice of Deficiency**” means the notice the Settlement Administrator may send to a Settlement Class Member who has submitted a timely but deficient Claim.

51. “**Objection Deadline**” means the deadline by which written objections to the Settlement must be filed in the Action’s electronic docket or postmarked as set forth in the Preliminary Approval Order. Such deadline shall be 120 days after the Court enters the Preliminary Approval Order.

52. “**Opt-Out Deadline**” means the deadline by which written requests for exclusion from the Settlement must be postmarked as set forth in the Preliminary Approval Order. Such

deadline shall be 120 days after the Court enters the Preliminary Approval Order.

53. “**Party**” means Plaintiffs and/ or Defendant, individually, and “**Parties**” means Plaintiffs and Defendant, collectively.

54. “**Petition**” means the petition filed in this Action on February 13, 2026.

55. “**Plaintiffs**” means the plaintiffs in the Action: Jason Salazar, Kristin Tafoya, Heidi Mathiasen, Paula Ortiz, M.R., Kristen Cochrane, Mary Martinez, and Mikah Wuorinen.

56. “**Postcard Notice**” means the postcard notice of the Settlement, substantially in the form attached hereto as *Exhibit 1*, that the Settlement Administrator will disseminate to members of the Settlement Class.

57. “**Preliminary Approval**” means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order.

58. “**Preliminary Approval Order**” means the order preliminarily approving the Settlement and proposed Notice Program, substantially in the form attached hereto as *Exhibit 4*.

59. “**Presbyterian**” means Presbyterian Health Services, one of Defendant’s clients.

60. “**Private Information**” means all personally identifiable information, including without limitation name, date of birth, protected health information, health insurance information, prescription/treatment information, clinical information, medical provider information, passport number, drivers’ license information, and Social Security number.

61. “**Released Claims**” means any and all claims, defenses, demands, actions, causes of action, rights, offsets, setoffs, suits, remedies, damages, lawsuits, costs, relief for contempt, losses, attorneys’ fees, expenses, or liabilities of any kind whatsoever, in law or in equity, for any relief whatsoever, including monetary sanctions or damages for contempt, injunctive or declaratory relief, rescission, general, compensatory, special, liquidated, indirect, incidental,

consequential, or punitive damages, as well as any and all claims for treble damages, penalties, interest, attorneys' fees, costs, or expenses, whether a known or Unknown Claim, suspected or unsuspected, existing or potential, contingent or vested, accrued or not accrued, liquidated or unliquidated, matured or unmatured, that in any way concern, arise out of, or relate to the Data Incident, any legal, factual, or other allegations in the Action, and/or any theories of recovery that were, or could have been, raised at any point in the Action.

For the avoidance of doubt, Released Claims are to be construed broadly and include, without limitation, any claims that a Releasing Party may have under the law of any jurisdiction including, without limitation, those arising under state or federal law of the United States (including, without limitation, any causes of action under the California Consumer Privacy Act, Cal. Civ. Code §§ 1798.100 et seq. and any similar statutes in effect in the United States or in any states in the United States); causes of action under the common or civil laws of any state in the United States, including but not limited to: unjust enrichment, negligence, bailment, conversion, negligence per se, breach of contract, breach of implied contract, breach of fiduciary duty, breach of implied covenant of good faith and fair dealing, misrepresentation (whether fraudulent, negligent, or innocent), fraudulent concealment or nondisclosure, invasion of privacy, public disclosure of private facts, and misappropriation of likeness and identity; any causes of action based on privacy rights provided for under the constitutions of the United States or of any states in the United States; any statutory claims under state or federal law; and also including, but not limited to, any and all claims in any state or federal court of the United States, for damages, injunctive relief, restitution, disgorgement, declaratory relief, equitable relief, attorneys' fees and expenses, pre-judgment interest, credit or financial account monitoring services, identity theft insurance, the creation of a fund for future damages, statutory penalties, restitution, the

appointment of a receiver, and any other form of relief.

62. **“Released Parties”** means:

- a. All Thompson Coburn Persons, as well as the Thompson Coburn Persons’ respective predecessors, successors, assigns, current and former parents, subsidiaries, divisions, and affiliated companies, whether indirect or direct, as well as their directors, officers, members, managers, employees, agents, vendors, insurers, reinsurers, sureties, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, contractors, wholesalers, resellers, distributors, service providers, and retailers; and
- b. Entities and persons, including but not limited to Presbyterian and the Thompson Coburn Persons’ current and former clients, whose information, including but not limited to information contained in files relating to representation of such current and former clients, was compromised, accessed, exfiltrated, or otherwise impacted by the Data Incident, as well as those Entities’ and persons’ respective predecessors, successors, assigns, current and former parents, subsidiaries, divisions, and affiliated companies, whether indirect or direct, as well as their directors, officers, members, managers, employees, agents, vendors, insurers, reinsurers, sureties, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, contractors, wholesalers, resellers, distributors, service providers, and retailers. For the avoidance of doubt, the Released Parties also include the business associates and/or covered entities who were the data owners of information accessed, compromised, or impacted by the Data Incident. It is the Parties’ express intent that all Entities

and persons that are Released Parties are third party beneficiaries who the Parties intend should benefit from the Agreement and who are entitled to enforce the Agreement fully and directly, including without limitation the Agreement's releases.

63. **“Releasing Parties”** means Plaintiffs and all Settlement Class Members who do not timely and validly opt out of the Settlement.

64. **“Service Awards”** shall mean the payment the Court may award the Class Representatives for serving as representatives of the Settlement Class. All Service Awards shall be paid from the Common Settlement Fund.

65. **“Settlement Administrator”** means the administrator selected by Class Counsel and approved by the Court to, among other things, provide Notice and administer the Claims Process pursuant to this Settlement.

66. **“Settlement Administration Costs”** means all reasonable costs and fees of or incurred by the Settlement Administrator in connection with Notice, the Notice Program, Claims Process, and Settlement administration. Settlement Administration Costs also includes all Taxes on the Settlement Fund Account. All Settlement Administration Costs shall be paid from the Common Settlement Fund.

67. **“Settlement Class”** means 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.

68. **“Settlement Class Member”** means any member of the Settlement Class.

69. **“Settlement Class Member Benefits”** means Cash Payments, Medical Data Monitoring, Settlement Administration Costs, Service Awards, and Class Counsel’s attorneys’ fees and costs.

70. **“Settlement Fund Account”** means the account as defined below in Paragraph 80.

71. **“Settlement Payments”** means the payments as defined below in Paragraph 80.

72. **“Settlement Value”** means the \$7,500,000 in total cash compensation that Defendant has agreed, subject to the terms of the Settlement including the Additional Benefits Payment Limit, to make available to resolve all claims in the Action.

73. **“Settlement Website”** means the website the Settlement Administrator will establish as a means for the Settlement Class Members to submit Claim Forms and obtain notice and information about the Settlement, including access to this Agreement, the Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval, Application for Attorneys’ Fees, Costs, and Service Awards, and Final Approval Order and Judgment, as well as other documents as the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable for six months after Final Approval.

74. **“Thompson Coburn Persons”** means Defendant, and its current and former shareholders, partners, associates, attorneys, of counsel attorneys, in-house attorneys, officers, employees, directors, divisions, and affiliated companies.

75. **“Unknown Claims”** means any and all Released Claims that any Class Representative or Settlement Class Member does not know or suspect to exist in his or her favor as of the Effective Date and which, if known by him or her, might have affected his or her decision(s) with respect to the Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date, Class Representatives and Settlement Class

Members 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 Class Representatives and Class Counsel acknowledge, and each Settlement Class Member by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Released Claims was a key element of the Settlement Agreement.

76. “**Taxes**” means (a) any applicable taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest, or penalties) arising in any jurisdiction with respect to the income or gains earned by or in respect of the Settlement Fund Account, including, without limitation, any taxes that may be imposed upon the Parties or the Parties’ counsel with respect to any income or gains earned by or in respect of the Settlement Fund Account; (b) any other taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest, or penalties) relating to the Settlement Fund Account that the Settlement Administrator determines are or will become due and owing, if any; and (c) any and all expenses, liabilities, and costs incurred in connection with the taxation of the Settlement Fund Account (including without limitation, expenses of tax attorneys and accountants). Taxes shall be considered Settlement Administration Costs and paid out of the Common Settlement Fund.

77. “**Valid Claim**” means a Claim Form submitted by a Settlement Class Member that

is: (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally, subject to penalty of perjury; (d) returned via mail and postmarked by the Claim Form Deadline, or, if submitted online, submitted by 11:59 p.m. Central Time on the Claim Form Deadline; and (e) determined to be valid by the Settlement Administrator. The Settlement Administrator may require additional information from the Claimant to validate a Claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement Administrator's request for additional information may result in a determination that the Claim is not a Valid Claim.

**III. Funding of Common Settlement Fund and Additional Benefits**

78. Within 25 days after the Court enters the Preliminary Approval Order, Defendant shall fund a portion of the Common Settlement Fund in the amount of \$377,739 for purposes of covering the initial postage cost of sending Notice to the Settlement Class.

79. No later than five days after the Effective Date or as soon as practicable thereafter, the Settlement Administrator will provide Defendant with an invoice indicating (a) the amount necessary to fund the remainder of the Common Settlement Fund (i.e., \$5,622,261); (b) the amount necessary fund the Additional Benefits; and (c) instructions for wire transfer.

80. Within 15 days of the later of the Effective Date or Defendant's receipt of the invoice from the Settlement Administrator as referenced immediately above in Paragraph 79, Defendant shall pay or cause to be paid the amounts required to fund the remainder of Common Settlement Fund (i.e., \$5,622,261, which represents \$6,000,000 less the amounts already paid to cover the cost of initial postage as set forth in Paragraph 78)) and the Additional Benefits

(collectively, the “Settlement Payments”). The Settlement Payments shall be made by wire transfer to a settlement fund account, which shall be established by the Settlement Administrator (the “Settlement Fund Account”).

81. The Parties agree that the Settlement Fund Account is intended to constitute a “qualified settlement fund” within the meaning of Treasury Regulation § 1.468B-1, *et seq.*, and that the Settlement Administrator shall be the “administrator” within the meaning of Treasury Regulation § 1.468B-2(k)(3). The Parties further agree that the Settlement Fund Account shall be treated as a qualified settlement fund from the earliest possible date and agree to any relationship-back election required to treat the Settlement Fund Account as a qualified settlement fund from the earliest date possible.

82. Upon or before establishment of the Settlement Fund Account, the Settlement Administrator shall apply for an employer identification number for the Settlement Fund Account utilizing IRS Form SS-4 and in accordance with Treasury Regulation § 1.468B2(k)(4) and shall provide Defendant with that employer identification number on a properly completed and signed IRS Form W-9.

83. The Settlement Administrator shall file or cause to be filed, on behalf of the Settlement Fund Account, all required federal, state, and local tax returns, information returns, including, but not limited to, any Form 1099-series return, and tax withholdings statements, in accordance with the provisions of Treasury Regulation § 1.468B-2(k)(1) and Treasury Regulation § 1.468B-2(1)(2). Any contract, agreement, or understanding with the Settlement Administrator relating to the Settlement Fund Account shall require the Settlement Administrator or its agent to file or cause to be filed, on behalf of the Settlement Fund Account, all required federal, state, and local tax returns, information returns, including, but not limited to any Form 1099-series return,

and tax withholdings statements, in accordance with the provisions of Treasury Regulation § 1.468B-2(k)(1) and Treasury Regulation § 1.468B-2(1)(2). The Settlement Administrator may, if necessary, secure the advice of a certified public accounting firm in connection with its duties and tax issues arising hereunder the costs of which shall be considered Settlement Administration Costs and paid from the Common Settlement Fund.

84. All Taxes relating to the Settlement Fund Account shall be paid out of the Settlement Fund Account, shall be considered to be a Settlement Administration Cost of the Settlement, and shall be timely paid by the Settlement Administrator without prior order of the Court. Further, the Settlement Fund Account shall indemnify and hold harmless the Parties and the Parties' counsel for Taxes (including, without limitation, taxes payable by reason of such indemnification payments).

85. Following its payment of the Settlement Payments, Defendant shall have no responsibility, financial obligation, or liability whatsoever with respect to selection of the Settlement Fund Account, investment of the Settlement Fund Account, payment of federal, state, and local income, employment, unemployment, excise, and any other Taxes, penalties, interest, or other charges related to Taxes related to the Settlement Fund Account or the disbursements, payment of the administrative, legal, accounting, or other costs occasioned by the use or administration of the Settlement Fund Account.

86. The Common Settlement Fund will be used to pay: (1) all Settlement Administration Costs; (2) up to \$2,500 in Service Awards to each of the Class Representatives; (3) up to \$2,250,000 in attorneys' fees, plus reimbursement of costs to Class Counsel; and (4) cash payments divided equally amongst all Settlement Class Members who submit Valid Claims for Cash Payment B – *Pro Rata* Cash.

87. Aside from the Common Settlement Fund, Defendant has agreed to pay up to \$1,500,000 for Additional Benefits consisting of: (a) the cost of Medical Data Monitoring for all Settlement Class Members in the amount set forth in the Cyex agreement dated January 27, 2026; (b) payment of Valid Claims for Cash Payment A – Documented Losses for all Settlement Class Members; and (c) payment of up to \$250,000 in additional attorneys’ fees to Class Counsel. In the event the total amount of Additional Benefits is less than \$1,500,000, then Defendant is obligated only to pay that lesser amount. Under no circumstances shall the total amount of the Additional Benefits payable by the Defendant exceed \$1,500,000 (i.e., the Additional Benefits Payment Limit).

#### **IV. Certification of the Settlement Class**

88. Plaintiffs shall propose to the Court that the Settlement Class be certified for settlement purposes only. Defendant agrees solely for purposes of the Settlement, and the implementation of such Settlement, that the Action shall proceed as a class action settlement; provided, however, that if the Agreement is terminated or does not become effective, then any certification shall be null and void and, for the avoidance of doubt, Defendant shall retain all rights to object to any future requests to certify a class. Plaintiffs and Class Counsel shall not reference this Agreement or any negotiations leading to this Agreement in support of any subsequent motion for class certification of any class in the Action or in any other proceeding.

#### **V. Settlement Consideration**

89. Settlement Class Members will automatically, without having to file a Claim, be entitled to Medical Data Monitoring through CyEx. Additionally, all Settlement Class Members may submit a Claim for: (a) Cash Payment A – Documented Losses or (b) Cash Payment B – *Pro Rata* Cash. If a Settlement Class Member does not submit a Valid Claim, the Settlement Class

Member will release his or her claims against Defendant and Released Parties without receiving a Cash Payment.

90. **Cash Payments.** Valid Claims for Cash Payment A – Documented Losses will be paid as an Additional Benefit on a claims-made basis by the Defendant. Valid Claims for Cash Payment B – *Pro Rata* Cash will be paid on a *pro rata* basis (i.e., in an equal amount to each claiming Settlement Class Member) out of the Net Settlement Fund. Settlement Class Members whose Claims for Cash Payment A – Documented Losses are deficient, and not properly cured, will be deemed to have submitted a Claim for Cash Payment B – *Pro Rata* Cash.

**a. Cash Payment A – Documented Losses**

Subject to the Additional Benefits Payment Limit, all Settlement Class Members may submit a Claim for a documented losses cash payment of up to \$5,000.00 per Settlement Class Member upon presentment of documented, unreimbursed out-of-pocket losses fairly traceable to Data Incident. To receive a documented losses cash payment, a Settlement Class Member must: (a) elect Cash Payment A – Documented Losses on the Claim Form; (b) attest under penalty of perjury to incurring documented, unreimbursed out-of-pocket losses related to fraud or identity theft as a result of the Data Incident; and (c) submit reasonable documentation supporting the losses and demonstrating that the losses are fairly traceable to the Data Incident. These losses may include, without limitation, unreimbursed out-of-pocket losses relating to fraud or identity theft; professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after the Data Incident through the date of Claim submission; and miscellaneous expenses such as notary, facsimile, postage, copying, mileage, and long-distance telephone charges. Time spent responding to the Data Incident is not a documented

loss category. For the avoidance of doubt, Settlement Class Members with unreimbursed, out-of-pocket losses must submit documentation supporting their losses and demonstrating that the losses are fairly traceable to the Data Incident. This can include receipts or other documentation not “self-prepared” by the Claimant that documents the losses incurred. “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. If a 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 is provided an opportunity to cure his or her Claim but fails to do so, then the Claim will be rejected.

**b. Cash Payment B – *Pro Rata* Cash**

As an alternative to Cash Payment A, Settlement Class Members may submit a Valid Claim for Cash Payment B – *Pro Rata* Cash, which will entitle them to receive a *pro rata* share of the cash in the Net Settlement Fund. This means that all Settlement Class Members who submit a Valid Claim for Cash Payment B – *Pro Rata* Cash will receive the same amount. The actual amount will be known following the submission of all claims and will be based on the total value of all Valid Claims for Cash Payment B – *Pro Rata* Cash, the amount of the Settlement Administration Costs, and the total amount awarded by the Court for attorneys’ fees, costs, and Service Awards.

91. ***Medical Data Monitoring*** – In addition to electing a Cash Payment, all Settlement Class Members who do not opt-out of the Settlement will automatically be entitled to three years of CyEx’s Medical Shield Complete. The Postcard Notice will inform Settlement Class Members that they will automatically be entitled to Medical Data Monitoring and how to activate the service following the Effective Date. Medical Shield Complete includes credit monitoring with three bureaus, healthcare insurance plan ID monitoring, Medicare beneficiary identifier ID monitoring,

medical record number monitoring, international classification of disease monitoring, national provider identifier monitoring, health savings account monitoring, dark web monitoring, high-risk transaction monitoring, \$1,000,000.00 of insurance coverage for fraud/identity theft with no deductible, security freeze assist, victim assistance, and customer support.

92. In the event the total amount of Additional Benefits claimed is greater than the Additional Benefits Payment Limit, the Additional Benefits claimed will be reduced to the Additional Benefits Payment Limit and paid in the following order: (a) cost of Medical Data Monitoring; (b) additional attorneys' fees to Class Counsel as awarded by the Court up to \$250,000; and (c) Cash Payment A – Documented Losses, payable *pro rata* based upon the amount of each Settlement Class Member's Valid Claim such that the total amount of all Additional Benefits equals but does not exceed the Additional Benefits Payment Limit of \$1,500,000. In no event will the total amount of Additional Benefits exceed the Additional Benefits Payment Limit of \$1,500,000.

## **VI. Settlement Approval**

93. Upon execution of this Agreement by all Parties and Class Counsel, Class Counsel shall file the Petition in this Court and a Motion for Preliminary Approval. The proposed Preliminary Approval Order shall be submitted with the Motion for Preliminary Approval.

94. The Motion for Preliminary Approval shall, among other things, request the Court enter the Preliminary Approval Order, which will, at a minimum: (a) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (b) provisionally certify the Settlement Class for settlement purposes only; (c) appoint Class Counsel to represent the Settlement Class, Plaintiffs as Class Representatives, and the Settlement Administrator to administer the Settlement; (d) approve the Notice Program set forth herein and

approve the form and content of the Notices; (e) approve the Claim Form and Claims Process; (f) approve the procedures as set forth herein for individuals in the Settlement Class to opt-out of or object to the Settlement; (g) stay the Action pending Final Approval of the Settlement; and (h) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, Class Counsel, and Defendant's Counsel.

95. Class Counsel shall share drafts of any memoranda in support of Preliminary Approval, Final Approval, and Application for Attorneys' Fees, Costs, and Service Awards with Defendant at least two business days before filing the same and shall consider any proposed edits by Defendant in good faith.

**VII. Settlement Administrator**

96. Class Counsel and Defendant's Counsel shall jointly oversee the Settlement Administrator. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and the Agreement and comply with all applicable laws.

97. Following Preliminary Approval and as discussed above, Defendant will pay or cause to be paid to the Settlement Administrator \$377,739 to pay for the initial cost of postage for sending the Notice to the Settlement Class. This amount paid will be credited against the \$6,000,000 which is due to be paid to fund the Common Settlement Fund by the Defendant following Final Approval and the occurrence of the Effective Date as set forth above. The remainder of the Settlement Administration Costs shall be payable out of the Common Settlement Fund.

98. The Settlement Administrator shall administer various aspects of the Settlement as described in greater detail in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to,

effectuating the Notice Program, handling the Claims Process, collecting funds necessary to fund the Common Settlement Fund and to pay the Additional Benefits, distributing Cash Payments, ensuring Settlement Class Members who submit Valid Claims are provided enrollment information to facilitate Medical Data Monitoring, and paying attorneys' fees, costs, and Service Awards.

99. The Settlement Administrator's duties include:

a. Completing the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice, sending Long Form Notices and paper Claim Forms upon request from Settlement Class Members, reviewing Claim Forms, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and distributing or ensuring the distribution of Settlement Class Member Benefits to Settlement Class Members who submit Valid Claims;

b. Reviewing, determining the validity of, and processing all Claims submitted by Claimants. Specifically, the Settlement Administrator, in its sole discretion to be reasonably exercised will determine whether: (i) the Claimant is a Settlement Class Member; (ii) the Claimant has provided all information required to complete the Claim Form by the Claim Form Deadline, including any documentation that may be necessary to support Claims for Additional Benefits; and (iii) the information submitted would lead a reasonable person to conclude, for a Settlement Claim for Cash Payment A – Documented Losses, that the alleged unreimbursed, out-of-pocket losses are fairly traceable to the Data Incident;

c. Establishing and maintaining a post office box to receive opt-out requests, objections, and Claim Forms;

d. Establishing and maintaining the Settlement Website to provide important information about the Settlement and receive electronic Claim Forms;

e. Establishing and maintaining an automated toll-free telephone line for the

Settlement Class to call with Settlement-related inquiries, and answer frequently asked questions of Settlement Class Members who call with or otherwise communicate such inquiries;

- f. Responding to any mailed Settlement Class Member inquiries;
- g. Sending Long Form Notices to Settlement Class Members upon their request;
- h. Processing all requests to opt out of the Settlement;
- i. Providing weekly reports to Class Counsel and Defendant's Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notices of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;
- j. Within 15 days of the Opt-Out Deadline or such shorter period as is reasonably practicable, providing a list of all individuals who submitted an opt-out request;
- k. In advance of the Final Approval Hearing, preparing a declaration or affidavit confirming the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received and providing details of the Settlement Class Members' benefits claimed, providing the names of each Settlement Class Member who timely and validly requested to opt out of the Settlement, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;
- l. Sending an invoice to Defendant requesting payment of funds necessary to fund the Common Settlement Fund and the Additional Benefits and collecting those funds to pay the remainder of Settlement Administration Costs, Cash Payments to Settlement Class Members

who submitted Valid Claim Forms, CyEx for Medical Data Monitoring, attorneys' fees and costs to Class Counsel, and Service Awards to Class Representatives;

m. After the Effective Date, processing and distributing Cash Payments to Settlement Class Members by electronic means or by paper check;

n. Confirming that CyEx provides the Medical Data Monitoring service;

o. Paying Court-approved attorneys' fees and costs and Service Awards to Class Representatives out of the Common Settlement Fund,;

p. Entering into a Business Associate Agreement to the extent necessary to carry out Notice or administration of the Settlement;

q. Any other Settlement Administration function at the instruction of Class Counsel and Defendant's Counsel.

#### **VIII. Notice to the Settlement Class**

100. Defendant will provide the Settlement Administrator with the Class List no later than 10 days after entry of the Preliminary Approval Order.

101. The Notice Program and Notices will be reviewed and approved by the Settlement Administrator. The Notices may be revised if agreed upon by the Parties prior to submission to the Court for approval. Immaterial revisions to the Notices may also be made prior to dissemination of Notice.

102. Within 30 days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program by sending Postcard Notice to the Settlement Class.

103. The Postcard Notice shall be substantially in the form of *Exhibit 1* and shall include, among other information: a description of the material terms of the benefits of the Settlement; how

to submit a Claim Form; the Claim Form Deadline for Settlement Class Members to submit Claims; the Opt-Out Deadline for Settlement Class Members to opt out of the Settlement; the Objection Deadline for Settlement Class Members to object to the Settlement and/or the Application for Attorneys' Fees, Costs, and Service Awards; the Final Approval Hearing date; and the Settlement Website address at which Settlement Class Members may access this Agreement and other related documents and information. Class Counsel and Defendant's Counsel shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

104. The Settlement Administrator shall establish the Settlement Website no later than the day before the Notice Commencement Date. The Settlement Administrator shall ensure the Settlement Website makes available the Court-approved online Claim Form that can be submitted directly on the Settlement Website or in a printable version that can be sent by U.S. Mail to the Settlement Administrator. Claims submitted directly on the Settlement Website shall require a unique code to be provided by the Settlement Administrator on the Postcard Notice.

105. Settlement Class Members may opt out of the Settlement at any time before the Opt-Out Deadline by mailing a request to opt out to the Settlement Administrator postmarked no later than the Opt-Out Deadline. The opt-out request must include the name of this Action (*Salazar et al. v. Thompson Coburn LLP*, Case No. 2622-CC00320); 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 this Agreement, including without limitation all releases herein, 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.

106. Objections may be either: (a) electronically filed in the Action's electronic docket on or before the Objection Deadline; or (b) sent via first class, postage-prepaid United States Mail, postmarked no later than the Objection Deadline to: (i) the Clerk of Court; (ii) Class Counsel; and (ii) Defendant's Counsel.

107. For an objection to be considered by the Court, the objection must also set forth:

- a. the objector's full name, mailing address, telephone number, and email address (if any);
- b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- c. the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector submits 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;

d. the identity of all counsel 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;

e. 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;

f. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);

g. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and

h. the objector's signature (an attorney's signature is not sufficient).

108. The Long Form Notice shall include the procedure for Settlement Class Members to opt out of the Settlement. The Long Form Notice also shall include the procedure for the Settlement Class to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards. The Postcard Notice shall direct the Settlement Class to the Settlement Website, where Settlement Class Members may obtain the Long Form Notice, which includes the opt-out and objections instructions and procedures.

109. Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel, including taking depositions and propounding discovery.

110. If a Settlement Class Member submits both an objection and an opt-out request, the opt-out request will supersede the objection, the Settlement Class Member will be excluded from the Settlement Class, and the objection will be invalid and not considered by the Court.

111. The Settlement Administrator shall perform reasonable address traces to identify updated and current addresses for those Settlement Class Members whose Postcard Notices were undeliverable. By way of example, a reasonable tracing procedure would be to run addresses of returned postcards through the Lexis/Nexis database that can be utilized for such purpose. Within 60 days following entry of the Preliminary Approval Order or as soon as reasonably practical thereafter, the Settlement Administrator shall re-mail notices to those Settlement Class Members for whom the initial Postcard Notice was undeliverable.

112. The Notice Program must be completed by the Notice Completion Date, which is 90 days after the Court enters the Preliminary Approval Order.

**IX. Claims Process and Disbursement of Cash Payments**

113. The Postcard Notice and Long Form Notice will explain to Settlement Class Members that they are entitled to Settlement benefits, how to submit a Claim Form for a Cash Payment, and how to activate the Medical Data Monitoring service.

114. Claim Forms may be submitted online through the Settlement Website or through U.S. Mail by sending them to the Settlement Administrator at the address designated on the Claim Form.

115. The Settlement Administrator shall collect, review, and address each Claim Form received to determine whether the Claim Form meets the requirements set forth in this Settlement and is thus a Valid Claim. The Settlement Administrator shall examine the Claim Form before designating the Claim as a Valid Claim to determine that the information on the Claim Form is

reasonably complete. The Settlement Administrator shall have the sole authority to determine whether a Claim by any Claimant is a Valid Claim.

116. No Settlement Class Member may submit more than one Claim Form. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate Claims. The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class Member, and the Settlement Administrator may, but in exercising its discretion is not required to, contact the Settlement Class Member in an effort to determine which Claim Form is the appropriate one for consideration.

117. The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the Claims Process. The Settlement Administrator may, in its discretion, deny in whole or in part any Claim Form to prevent actual or possible fraud or abuse. By agreement, the Parties can instruct the Settlement Administrator to take whatever steps it deems appropriate if the Settlement Administrator identifies actual or possible fraud or abuse relating to the submission of Claims, including, but not limited to, denying in whole or in part any Claim to prevent actual or possible fraud or abuse. If any fraud or abuse is detected or reasonably suspected, the Settlement Administrator and Parties may require information from Claimants or deny Claims, subject to the supervision of the Parties and ultimate oversight by the Court.

118. If the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. Any Notice of Deficiency shall be sent to the Claimant using the contact information provided in the Claim Form. The additional information and/or

documentation can include, for example, answers to questions regarding the validity of the Claimant's physical or e-signature. A Claimant shall have until the Claim Form Deadline, or 15 days from the date the Notice of Deficiency is sent to the Claimant via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Claimant timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Claimant does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless both Defendant and Class Counsel otherwise agree. For the avoidance of doubt, the Settlement Administrator is not required to request supplemental Claim information, and in reasonably exercising its discretion, may deny a Claim without sending a Notice of Deficiency and/or without requesting supplemental Claim information.

119. Where a good faith basis exists, the Settlement Administrator may reduce or reject a Claim for, among other reasons, the following:

- a. Failure to fully complete and/or sign the Claim Form;
- b. Illegible Claim Form;
- c. The Claim Form is fraudulent;
- d. The Claim Form is duplicative of another Claim Form;
- e. The Claimant is not a Settlement Class Member;
- f. The Claimant submitted a timely and valid request to opt out of the Settlement;
- g. The person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted;

- h. Failure to submit a Claim Form by the Claim Form Deadline; and/or
- i. The Claim Form otherwise does not comply with the requirements of this

Settlement.

120. The Settlement Administrator shall provide all information gathered in investigating Claims, including, but not limited to, copies of all correspondence and emails and all notes of the Settlement Administrator, the decision reached, and all reasons supporting the decision, if requested by Class Counsel or Defendant's Counsel. Additionally, Class Counsel and Defendant's Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

121. The Settlement Administrator shall distribute the Settlement Class Member Benefits no later than 60 days after the Effective Date, or as soon as reasonably practicable thereafter.

122. Cash Payments will be made electronically or by paper check as selected on the Claim Form. Settlement Class Members who do not select electronic payment or those who provide an incorrect, incomplete, or otherwise insufficient electronic payment information as determined by the Settlement Administrator, shall receive a paper check in the mail. Settlement Class Members receiving payment by check shall have 120 days to negotiate the check.

123. No person or entity shall have any claim against Defendant or its Released Parties, Defendant's Counsel, Plaintiffs, the Settlement Class, Class Counsel, and/or the Settlement Administrator based on any eligibility determinations, distributions, or awards made in accordance with this Settlement.

**X. Final Approval**

124. 90 days after the Court enters the Preliminary Approval Order, Plaintiffs shall file

their Motion for Final Approval seeking Final Approval of the Settlement and entry of a Final Approval Order and Judgment and Class Counsel shall file the Application for Attorneys' Fees, Costs, and Service Awards. At the Final Approval Hearing, the Court will hear argument on Plaintiffs' Motion for Final Approval and Application for Attorneys' Fees, Costs, and Service Awards. In the Court's discretion, the Court also will hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement and/or to the Application for Attorneys' Fees, Costs, and Service Awards, provided the objector(s) submitted timely objections that meet all the requirements listed in the Agreement.

125. At or following the Final Approval Hearing, the Court will determine whether to enter a Final Approval Order and Judgment, and whether to grant the Application for Attorneys' Fees, Costs, and Service Awards.

**XI. Service Awards, Attorneys' Fees and Costs**

126. *Service Awards* – In recognition of the time and effort the Class Representatives expended in pursuing the Action and in fulfilling their obligations and responsibilities as Class Representatives, and of the relief conferred on all Settlement Class Members by the Settlement, Class Counsel shall request a Service Award for the Class Representatives in an amount not to exceed \$2,500 each. If approved, the Service Awards shall be paid within 20 days of the Effective Date by the Settlement Administrator out of the Common Settlement Fund. Class Counsel will instruct the Settlement Administrator where to send the payments. The Service Award payments to the Class Representatives shall be separate and apart from their entitlement to Cash Payments and Medical Data Monitoring as Settlement Class Members.

127. *Attorneys' Fees and Costs* – Class Counsel shall apply to the Court for a total award of attorneys' fees of up to \$2,500,000, plus reimbursement of costs. Up to \$2,250,000 of the

attorneys' fees, plus reimbursement for all costs, shall be payable out of the Common Settlement Fund, and up to \$250,000 in attorneys' fees shall be paid by the Defendant, or shall be caused to be paid by Defendant, to Class Counsel, in consideration for the Additional Benefits obtained by Class Counsel. Within 10 days of the Effective Date, Class Counsel shall designate the account pursuant to which payment of attorneys' fees and costs shall be made by wire transfer. Class Counsel agree to voice verify any wire instructions and to provide W-9s for all Class Counsel as requested by Defendant. All Court-approved attorneys' fees and costs shall be distributed by the Settlement Administrator and Defendant to Class Counsel within 15 days of the Effective Date.

128. This Settlement is not contingent on the Court's approval of the request for attorneys' fees and costs or Service Awards, and if the Court denies the request or grants amounts less than the amounts requested, the remaining provisions of the Agreement shall remain in force. The provisions for attorneys' fees and costs and the Service Awards were negotiated after all material terms of the Settlement.

## **XII. Disposition of Residual Funds**

129. In the event there are funds remaining from uncashed checks for 60 days following a 120-day period to cash checks or for Settlement Class Members to select the form of electronic payment, the Parties will ask the Court to use the funds to extend the period for Medical Data Monitoring if administratively feasible, and if not, to distribute the funds to a *cy pres* recipient. The Parties agree to propose The Missouri Bar Foundation as the *cy pres* recipient.

## **XIII. Releases**

130. Upon the Effective Date, all Releasing Parties, on behalf of themselves, their heirs, assigns, beneficiaries, executors, administrators, insurers, predecessors, and successors, and any

other person purporting to claim on their behalf, hereby expressly, generally, absolutely, unconditionally, and forever release and discharge any and all Released Claims against the Released Parties, except for claims relating to the enforcement of the Settlement.

131. The Parties expressly intend that all Released Parties, including Presbyterian and all other Released Parties (e.g., current and former clients whose information was impacted in the Data Incident), are third-party beneficiaries and shall have the right to directly enforce the Agreement, including without limitation, the releases herein.

132. Settlement Class Members who timely and validly opt out from the Settlement prior to the Opt-Out Deadline do not release their claims and will not be entitled to any of the benefits provided under the Settlement.

133. Upon the Effective Date, the Releasing Parties shall be permanently barred and enjoined by Court order from initiating, asserting, or prosecuting any Released Claim against the Released Parties, whether on behalf of Plaintiffs, any Settlement Class Member or others, in any jurisdiction, including in any federal, state, or local court or tribunal.

134. The power to enforce any term of this Settlement is not affected by the releases in this section.

#### **XIV. Termination of Settlement**

135. This Agreement shall be subject to and is conditioned on the occurrence of all of the following events:

- a. The Court finally approving the Settlement, including the consideration set forth in Section V and the releases set forth in Section XIII, without material modification or changes;
- b. Defendant choosing not to exercise its right to terminate pursuant to Paragraph

137; and

c. The Effective Date having occurred.

136. If any of the conditions specified in the preceding Paragraph 135 are not met, then this Agreement shall be cancelled and terminated.

137. Defendant may, in its sole discretion, terminate this Agreement if more than a specified number of Settlement Class Members submit valid and timely requests to exclude themselves from the Settlement, as agreed to by the Parties in a separate writing that has been executed by them contemporaneously with the execution of this Agreement, and, if requested, submitted to the Court for in camera review. If Defendant elects to terminate the Settlement pursuant to this Paragraph 137, it shall provide written notice to Class Counsel no later than 15 business days after the Opt-Out Deadline.

138. In the event this Agreement is terminated or fails to become effective, the Settlement Administrator may retain any Settlement Administration Costs that have been incurred and have already been paid by Defendant. The Settlement Administrator shall return any remaining funds Defendant has paid to it within 20 days of termination or failure of this Agreement to become effective.

**XV. Effect of Termination**

139. The grounds upon which this Agreement may be terminated are set forth in Section XIV. In the event this Agreement is terminated or fails to become effective, this Agreement shall be considered null and void; all of Plaintiffs', Class Counsel's, Defendant's, and Defendant's Counsel's obligations under the Settlement 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. The terms and provisions of this Agreement shall have no further force and effect with respect to

the Parties and shall not be used in this Action or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, nunc pro tunc. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.

140. In the event the Settlement is terminated in accordance with the provisions of this Agreement or fails to become effective, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

**XVI. No Admission of Liability**

141. This Agreement reflects the Parties' compromise and settlement of disputed claims. This Agreement shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law. Defendant maintains that Plaintiffs' claims do not have merit and has denied and continues to deny each of the claims and contentions alleged in the Petition. Defendant specifically denies that a class could or should be certified in the Action for litigation purposes. Defendant does not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Defendant has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action. No action taken by the Parties in connection with the negotiations of 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.

142. Class Counsel believe the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Action. Class Counsel fully investigated the facts and law relevant to the merits of the claims, conducted informal discovery, and conducted independent investigation of the alleged claims. Class Counsel concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class.

143. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (a) 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 the Plaintiffs or the Settlement Class, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency, or other tribunal.

144. In addition to any other defenses Defendant or the other Released Parties may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to and may be used as the basis for an injunction against any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement or the releases contained herein.

**XVII. Miscellaneous Provisions**

145. ***Gender and Plurals.*** As used in this Agreement, the masculine or feminine gender, and the singular or plural number, shall each be deemed to include the other whenever the context so indicates.

146. **Binding Effect.** This Agreement shall be binding upon, and inure to and for the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

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

148. **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 and certify to the Court that they have met and conferred in an attempt to resolve the dispute.

149. **Integration and No Reliance.** Subject to Paragraph 137 and the Cyex agreement dated January 27, 2026 setting forth the cost of Medical Data Monitoring: (a) this Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof; (b) this Agreement is executed without reliance on any covenant, agreement, representation, or warranty by any party or any party's representative other than those set forth in this Agreement; and (c) no covenants, agreements, representations, or warranties of any kind have been made by any party, except as provided for in this Agreement.

150. **No Conflict Intended.** Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

151. **Governing Law.** Except as otherwise provided herein, 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.

152. **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 Parties do not sign the same counterparts. Original signatures are not required.

153. ***Jurisdiction.*** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have 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 also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of the agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Court shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining all Releasing Parties from asserting any of the Released Claims and from pursuing any Released Claims against the Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order and Judgment.

154. ***Notices.*** All notices provided for herein shall be sent by email with a hard copy sent by overnight mail as follows:

If to Plaintiffs or Class Counsel:

Raina Borrelli  
**STRAUSS BORRELLI PLLC**  
980 N. Michigan Ave., Ste. 1610  
Chicago, Illinois 60611  
raina@straussborrelli.com

Norman Siegel  
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954.332.4200  
ostrow@kolawyers.com

If to Defendant or Defendant's Counsel:

Kristine McAlister Brown  
Donald Houser  
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1201 West Peachtree Street, Ste 4900  
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Robb E. Hellwig  
**STONE, LEYTON & GERSHMAN,  
A PROFESSIONAL CORPORATION**  
7733 Forsyth Blvd., Suite 500  
St. Louis, Missouri 63105  
Tel: 314.721.7011  
rhellwig@stoneleyton.com

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice Program.

155. **Modification and Amendment.** This Agreement may not be amended or modified, except by a written instrument signed by Class Counsel and Defendant's Counsel and, if the Settlement has been approved preliminarily by the Court, approved by the Court.

156. **No Waiver.** The failure of a Party to insist upon strict performance of any provision of this Agreement shall not be deemed a waiver of such Party's rights or remedies or a waiver by such Party of any default by another Party in the performance or compliance of any of the terms of this Agreement. In addition, the waiver by one Party of any breach of this Agreement by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

157. **Authority.** Class Counsel (for Plaintiffs and the Settlement Class), and Defendant,

represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation, or entity included within the definitions of Plaintiffs and Defendant to all terms of this Agreement. 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 on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

158. ***Agreement Mutually Prepared.*** Neither Plaintiffs nor Defendant shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

159. ***Independent Investigation and Decision to Settle.*** The Parties understand and acknowledge they: (a) have performed an independent investigation of the allegations of fact and law made in connection with the Action; and (b) even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. All Parties recognize and acknowledge they reviewed and analyzed data that they and their counsel, consultants, and/or experts used to make certain determinations, arguments, and settlement positions. The Parties agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in connection with the Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law,

and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

160. ***Receipt of Advice of Counsel.*** Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the releases contained herein, received independent legal advice with respect to the advisability of entering into this Agreement and the releases, and the legal effects of this Agreement and the releases, and fully understands the effect of this Agreement and the releases.

***Signatures on the following page***

**CLASS COUNSEL (For Plaintiffs)**

*Raina Borrelli*

Raina Borrelli (Feb 16, 2026 10:04:56 CST)

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**RAINA BORRELLI**  
STRAUSS BORRELLI PLLC

*Norman E. Siegel*

Norman E. Siegel (Feb 16, 2026 13:53:24 EST)

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**NORMAN SIEGEL**  
STUEVE SIEGEL HANSON LLP

*Jeffrey Ostrow*

Jeffrey Ostrow (Feb 16, 2026 11:14:36 EST)

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**JEFF OSTROW**  
KOPELOWITZ OSTROW P.A.

**DEFENDANT'S COUNSEL**

*Kristine McAlister Brown*

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**KRISTINE MCALISTER BROWN**  
ALSTON & BIRD LLP

**DEFENDANT**

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Signed by:  
BY: *David A. Dick*  
E47374E46729494...

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THOMPSON COBURN LLP

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [\\$7.5M Thompson Coburn LLP Settlement Wraps Up Class Action Lawsuit Over May 2024 Data Breach](#)

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