

IN THE CIRCUIT COURT FOR ST. LOUIS CITY, MISSOURI

M.W., D.L., T.K. and ELIZABETH
TAGUE, individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

ST. LOUIS UNIVERSITY, d/b/a SAINT
LOUIS UNIVERSITY and SSM-SLUH,

Defendants.

Case No. 2422-CC00888

FILED
FEB 13 2025
22ND JUDICIAL CIRCUIT
CIRCUIT CLERK'S OFFICE
BY _____ DEPUTY

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

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

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

IT IS HEREBY ORDERED THAT:

1. Capitalized terms herein shall have the same meaning as those defined in Section II of the Settlement Agreement, attached as Exhibit A to the Motion for Preliminary Approval.
2. The Court has jurisdiction over the subject matter of this action, Plaintiffs, the Settlement Class, and Defendants.

[Faint, illegible handwritten text]

EXHIBIT C

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

All individuals residing within in the United States who received notice that their Private Information was potentially exposed to unauthorized third parties as result of Data Incident.

4. The Court appoints M.W., D.L., T.K., and Elizabeth Tague as Class Representatives.

5. The Court appoints Maureen M. Brady of McShane & Brady LLC, Jeff Ostrow of Kopelowitz Ostrow P.A., and Andrew Shamis of Shamis & Gentile P.A. as Class Counsel.

6. The Court recognizes that, pursuant to the Agreement, should the Settlement not be finally approved, Defendants 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.

7. 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 arms-length between the Parties, who were each represented by experienced counsel.

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

- a. The Settlement Class is sufficiently ascertainable and can be specifically identified;
- b. All Settlement Class has standing as the Petition alleges a sufficient concrete harm;
- c. Though not adopted by the Missouri Supreme Court, Fed. R. Civ. P. 23(e)(2) 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 adequate taking into account the factors stated in Rule 23(e)(2)(c), in that:
 - (1) it appears that continued litigation would entail significant costs, risks, and delay as compared to the proposed Settlement as the Settlement was reached relatively early in the litigation process and before the expenditure of much more significant costs in time and money by both Parties;

- (2) the Settlement provides meaningful payments 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" as part of this Settlement.
- d. There are more than 88,000 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 Defendants' 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 class and by vigorously litigating this case to its proposed conclusion;
- h. The common questions related to Defendants' acts and omissions concerning the Data Incident predominate over any individual questions that might arise; and,

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

9. The Court approves, in form and content, 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, 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 Civil Action. The Parties, by agreement, may revise the Notices and Claim Form in ways that are not material or are appropriate to update those documents for purposes of accuracy or formatting for publication.

10. The Court approves the Claim Form, attached to the Agreement as Exhibit 3, and the Claims process.

11. The Court appoints Eisner Advisory Group LLC to serve as the Settlement Administrator and to perform duties in accordance with the Settlement.

12. The mailing and distribution of the Postcard Notice as set forth in the Settlement Agreement shall proceed. The Claims Administrator is authorized to mail the Postcard Notice, after the Notice is updated with the appropriate dates and deadlines consistent with the Agreement, to the applicable Settlement Class members as provided in the Settlement.

13. 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 validly opt-out of the Settlement Class in a timely and proper manner, 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.

14. 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 30 days before the Final Approval Hearing. The opt-out request must be personally signed by the Settlement Class member and contain the name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class. Any individual in the Settlement Class who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if he or she does not submit a Valid Claim. There shall be no combined, collective, or joint opt-out requests and, in the event any

combined, collective, or joint opt-out requests are submitted, they shall be deemed void as to all such persons.

15. Any Settlement Class Member who has not requested to opt-out of the Settlement Class and who wishes to object to any aspect of the Settlement, including the amount of the attorney's 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 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 identity of all counsel who represent the objector, including the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing; 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. Any such Objection must be submitted to the Settlement Administrator in the manner, form, and by the deadline as explained in the Notice. There shall be no combined, collective, or joint objections and, in the event any combined, collective, or joint objections are submitted, they shall be deemed invalid as to all such persons.

16. Objections not filed and served in accordance with this Preliminary Approval Order shall not be received or considered by the Court. Any Settlement Class Member who

fails to timely file and serve a written objection in accordance with this Preliminary Approval Order shall be deemed to have waived, and shall be forever foreclosed from raising, any objection to the Settlement, to the fairness, reasonableness, or adequacy of the Settlement, to the payment of attorney's fees and costs, or to the payment of any Service Awards, and to the final judgment of dismissal and the right to appeal same. Only Class Members may object to the Settlement. An objector may withdraw his/her objection(s) at any time before final judgment. The Parties may file with the Court written responses to any filed objections at or prior to the Final Approval Hearing.

17. No Settlement Class Member shall be entitled to be heard, and no objection shall be considered, unless the requirements set forth in this Preliminary Approval Order and in the Settlement are fully satisfied. Any Settlement Class Member who does not make his or her objection to the Settlement in the manner provided herein shall be deemed to have waived any such objection by appeal, collateral attack, or otherwise, and shall be bound by the Settlement, the releases contained therein, and all aspects of the final judgment of dismissal.

18. 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 out-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.

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

20. In the event the Effective Date as defined in the Settlement does not occur, the Agreement, and this Preliminary Approval Order shall be deemed null and void and shall have no effect whatsoever. In such case, nothing in the Agreement or this Preliminary Approval Order shall be relied upon, cited as, constitute evidence of, or constitute an admission of liability or that class action certification is or may be appropriate in this action or any other matter.

21. 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.

22. 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 Defendants or the Released Parties in any forum in which any of the claims subject to the Settlement are asserted, or which in any way would prevent any such claims from being extinguished; and/or, (c) seeking, whether on a conditional basis or not, certification of a class or collective action that involves any such claims.

23. The Final Approval Hearing is hereby scheduled to be held before the Court on _____, 2025, at _____. The purpose of the Final Approval Hearing will be as follows:

- a. To determine whether the proposed Settlement of this Action, as set forth in the Motion for Preliminary Approval, should be approved as fair, reasonable, and adequate to the Settlement Class, and whether a Final Judgment of Dismissal approving the Settlement should be entered;
- b. To consider Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards; and
- d. To rule upon such other matters as the Court may deem appropriate.

24. 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. At or following the Final Approval Hearing, the Court may enter a Final Judgment that approves the Settlement and, in accordance with the Settlement, adjudicates the rights of all Settlement Class Members.


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

Event	Calendar Days Before Final Approval Hearing
Notice Program Complete (including Initial Mailed Notice and the Notice Re-Mailing Process)	_____, 2025 (45 before Final Approval Hearing)
Motion for Final Approval and Application for Attorneys' Fees, Costs and Service Awards	_____, 2025 (45 before Final Approval Hearing)
End of Opt-Out Period	_____, 2025 (30 before Final Approval Hearing)
End of Objection Period	_____, 2025 (30 before Final Approval Hearing)
Final Approval Hearing	_____, 2025, at __: __.m.

IT IS SO ORDERED:

2/13/2025

Date


Christopher E. McGraugh 48160
Circuit Judge, Division 193

Elizabeth R. HOGAN