

IN THE CIRCUIT COURT OF BOONE COUNTY, MISSOURI
CIRCUIT DIVISION

CASEY BUMBALES, on behalf of himself
and all others similarly situated,

Plaintiff,

vs.

CURATORS OF THE UNIVERSITY OF
MISSOURI d/b/a MU HEALTH CARE,

Defendant.

Case No. 20BA-CV03309
(consolidated with Case No. 21BA-
CV00182)

STIPULATION AND SETTLEMENT AGREEMENT

This Stipulation and Settlement Agreement (“Settlement Agreement”), dated August 2, 2024, is made and entered into by and among: (1) Plaintiff Casey Bumbales (“Bumbales”) and Plaintiff Amanda Kunkelman (“Kunkelman”) (collectively, “Plaintiffs” or “Class Representatives”) on behalf of themselves and the proposed Settlement Class (as hereinafter defined); and (2) Defendant The Curators of the University of Missouri on behalf of MU Health Care (“MUHC” or “Defendant”) (individually each a “Party” and collectively, the “Parties”).

I. **BACKGROUND**

1. On October 9, 2020, Bumbales filed his Class Action Petition against MUHC, asserting causes of action for Wantonness, Vicarious Liability, Bailment, Violation of the Missouri Merchandising Practices Act, Unjust Enrichment, Money Had and Received, Breach of Contract, Negligence, Negligence Per Se, Breach of Covenant of Good Faith & Fair Dealing, and Invasion of Privacy on behalf of himself and a proposed class over alleged injuries from a Security Incident (defined below) against MUHC’s email system between May 4 and May 6, 2020.

2. On January 20, 2021, Kunkelman filed in this Court a separate action on behalf of herself and a proposed class. She asserted breach of contract and unjust enrichment claims based on the Security Incident.

3. On March 25, 2021, the Court entered an order partially granting a motion to dismiss filed by MUHC in the Bumbales Action. The Court dismissed Bumbales’ claims for Wantonness, Vicarious Liability, Bailment, and Violation of the Missouri Merchandising Practices Act.

4. In January 2023, the parties participated in a mediation of the Consolidated Action (defined below) with mediator Mark Kempton, which resulted in an impasse.

5. The Parties engaged in substantial written, deposition, and expert witness discovery for several months.

6. On February 26, 2024, the Parties again engaged in a full day in-person mediation of the Consolidated Action with Mr. Kempton. Despite both Parties participating in good faith, after the day-long mediation session, the Parties were unable to reach an agreement on all material terms of a settlement. The Parties remained in contact with Mr. Kempton and continued working toward a resolution.

7. Following arm's-length negotiations and with Mr. Kempton's assistance, the Parties have negotiated a Settlement by which the Parties agree and wish to resolve all matters pertaining to, arising from, or associated with the Consolidated Action, and as set forth herein, all claims that are related to the Security Incident Plaintiffs and members of the class they seek to represent for purposes of the Settlement, have or may have had against Defendant or the Defendant Released Parties, as defined herein, through the date on which the Parties sign this Agreement.

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

9. Defendant has maintained and continues to maintain that it has at all times complied with applicable law. Defendant denies and continues to deny: each and every allegation and all charges of wrongdoing or liability of any kind whatsoever that Plaintiffs and/or members of the Settlement Class presently have asserted in this Consolidated Action or may in the future assert; that it breached any duties owed to Plaintiffs or any other persons; that it violated any law; that it is liable for or owes damages or other relief to anyone with respect to the alleged facts or causes of action asserted in the Consolidated Action; and that any claims asserted by Plaintiffs may proceed on a class action basis. Despite Defendant's belief that it is not liable for, and has good defenses to, the claims alleged in the Consolidated Action, without admitting or conceding any arguments, facts, issues, liability, or damages whatsoever, or that any claims alleged in the Consolidated Action may proceed on a class action basis, Defendant has agreed to settle the Consolidated Action on the terms and conditions set forth in this Settlement Agreement, and thus avoid the expense, risk, exposure, inconvenience, and distraction of continued litigation of any action or proceeding relating to the matters being fully settled and finally put to rest in this Settlement Agreement. Neither this Settlement Agreement, nor any negotiation or act performed or document created in relation

to the Settlement Agreement or negotiation or discussion thereof is, or may be deemed to be, or may be used as, an admission of, or evidence of, any wrongdoing or liability.

10. The Class Representatives and Class Counsel believe the Settlement confers substantial benefits on the Settlement Class and is in the best interest of the putative class. The Class Representatives and Class Counsel have investigated the facts and the law regarding the Consolidated Action and have concluded that a settlement according to the terms set forth below is fair, reasonable, and adequate, and beneficial to and in the best interests of the Class Representatives and the Settlement Class recognizing (1) the existence of complex and contested issues of law and fact, (2) the risks inherent in litigation, (3) the likelihood that future proceedings will be unduly protracted and expensive if the proceeding is not settled by voluntary agreement, and (4) the magnitude of the benefits derived from the contemplated settlement in light of both the maximum potential and likely range of recovery to be obtained through further litigation and the expense thereof, as well as the potential of no recovery whatsoever.

11. The Parties understand, acknowledge, and agree that the execution of this Settlement Agreement constitutes the settlement and compromise of all claims and defenses as described herein. It is the Parties' desire and intention to affect a full, complete, and final settlement and resolution of all disputes and claims asserted or that could have been asserted in the Consolidated Action related to the Security Incident as set forth herein.

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

II. DEFINITIONS

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

(a) "Administrative Expenses" mean those expenses incurred and charged by the Claims Administrator in effectuating the Settlement, including but not limited to costs in providing notice to and communicating with Class Members, and disbursing payments to the proposed Class Members.

(b) "Agreement" or "Settlement Agreement" or "Settlement" means this Settlement Agreement, Exhibits, and the settlement embodied herein.

(c) "Bumbales Action" means the case filed by Plaintiff Casey Bumbales in this Court bearing Case No. 20BA-CV03309.

(d) “Claim Form” means the documentation, in substantially similar form to **Exhibit A**, which a Class Member must complete by the Claims Deadline to receive compensation from the Settlement Fund.

(e) “Claims Administrator” means EPIQ Class Action & Claims Solutions, chosen by the Parties to provide Notice of the Settlement to the Settlement Class and administer the Settlement, subject to the approval of the Court.

(f) “Claims Deadline” means the final date by which any Class Member must have to file his or her Claim Form as designated by the Court, and which the Parties will request to be sixty (60) calendar days from the Notice Date by 11:59:59 pm (Central). If the Claims Deadline falls on a Sunday or holiday, the Claims Deadline will be the next business day that is not a Sunday or holiday.

(g) “Class Counsel” means Co-Lead Counsel and Class Executive Committee.

(h) “Class Executive Committee” means Troy Walton of Walton Telken, LLC, Aaron Zigler of Zigler Law Group, LLC, and Tyler Schneider and Kenneth Brennan of TorHoerman Law LLC.

(i) “Class List” means the list of Class Members to whom the Notice regarding this Settlement will be sent.

(j) “Class Member” means a member of the Settlement Class, as defined in Paragraph II.12(rr) below.

(k) “Class Representatives” means the Plaintiffs (as defined later in this section).

(l) “Co-Lead Counsel” means Bradford B. Lear and Todd C. Werts of Lear Werts LLP. The purpose of the Co-Lead Counsel designation is to streamline the notice processes contained herein, not to limit the role or responsibility of the Class Executive Committee in any other way.

(m) “Consolidated Action” means the legal actions captioned under *Casey Bumbales v. Curators of the University of Missouri d/b/a MU Health Care*, Circuit Court of Boone County, Missouri, Case No. 20BA-CV03309, which is the surviving case caption/number after the Bumbales Action was consolidated with the Kunkelman Action.

(n) “Counsel” or “Counsel for the Parties” means both Class Counsel and Defendant’s Counsel, collectively.

(o) “Court” refers to the Circuit Court of Boone County, Missouri.

(p) “Defendant Released Parties” shall refer, jointly and severally, and individually and collectively, to Defendant, including its past and present governing board and members thereof, and all of its respective past, present, and future parents, subsidiaries, affiliates, predecessors, successors, assigns, holding companies, divisions, shareholders, principals, owners, curators, members, trustees,

administrators, executors, directors, officers, managers, employees, independent contractors, agents, board members, partners, attorneys, insurers, reinsurers, accountants, financial and other advisors, investment bankers, employee benefit plans (and the trustees, administrators, fiduciaries, agents, representatives, insurers, and reinsurers of such plans), underwriters and lenders, and each of their respective past, present and future parents, subsidiaries, affiliates, predecessors, successors, employees, and agents, and all other persons and/or entities acting by, through, under, and/or in concert with any of the foregoing, and any other individuals or entities that on their behalf may be liable or jointly liable with any of them.

(q) “Defendant’s Counsel” means Greenberg Traurig, LLP and Smith Lewis, LLP.

(r) “Defendant” means The Curators of the University of Missouri d/b/a MU Health Care and its respective past, present, and future governing board and members thereof, curators, trustees, owners, shareholders, officers, directors, employees, predecessors, successors, parents, subsidiaries, affiliates, agents, and assigns, whether pursuant to contract, by operation of law, or otherwise.

(s) “Effective Date of Settlement” or “Effective Date” means the date upon which the Settlement in the Consolidated Action shall become effective and final, and occurs one business day following the later of: (a) the date upon which the time expires for filing or noticing any appeal of the Final Judgment; (b) if an appeal is filed, other than an appeal solely related to the Fee Award, the date of completion, in a manner that finally affirms and leaves in place the Final Judgment without any material modification, of all proceedings arising out of the appeal(s) (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petition for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal(s) following decisions on remand); or (c) the date of final dismissal of any appeal or the final dismissal of any proceeding on certiorari with respect to the Final Judgment.

(t) “Escrow Account” means the bank account at Huntington Bank into which the Defendant shall deposit funds to pay the Participating Class Member Payments, Fee Award, and Incentive Payments.

(u) “Excluded Persons” means those Class Members who exclude themselves from this Settlement by submitting a Valid Exclusion Statement.

(v) “Exclusion Statement” means a statement substantially in the form detailed in Paragraph 33 below.

(w) “Fee and Expense Application” means the motion to be filed by Class Counsel, in which they seek the approval of an award of attorneys’ fees, costs, and expenses not to exceed 22% of the total amount of Payment Cap under this Settlement Agreement.

(x) “Fee Award” means the amount of attorneys’ fees and reimbursement of costs and expenses awarded by the Court to Class Counsel.

(y) “Final Approval Hearing” means the hearing before the Court on the Motion for Final Approval and on the question of whether the Settlement, including approval of the Fee Award, Incentive Award to the Class Representatives, and Administrative Expenses, should be finally approved as fair, reasonable, and adequate to the Class Members.

(z) “Final Judgment” means a judgment entered by the Court, as discussed in Section IX below.

(aa) “Incentive Award” means the payment to the Class Representatives pursuant to Class Counsel’s motion and subject to the Court’s approval and the limitations/procedures set forth in Section VII of this Agreement.

(bb) “Kunkelman Action” means the case filed by Plaintiff Amanda Kunkelman in this Court bearing Case No. 21BA-CV00182.

(cc) “Notice Date” means the first date upon which the Notice Package is disseminated by the Claims Administrator to the Class Members.

(dd) “Notice Form” means the “Notice of Pendency and Proposed Settlement of Class Action,” substantially in the form of **Exhibit B**, attached hereto, which is to be provided to Class Members pursuant to Section VI of this Agreement, subject to approval by the Court and consistent with the requirements of due process.

(ee) “Notice Package” means the postcard to be mailed to Class Members by the Claims Administrator in accordance with Section VI of this Agreement.

(ff) “Objection/Exclusion Deadline” means the date by which any Class Member shall file his or her written objection to this Settlement Agreement or request for exclusion, and which the Parties will request to be sixty (60) calendar days from the Notice Date. If the Objection/Exclusion Deadline falls on a Sunday or holiday, the Objection/Exclusion Deadline will be the next business day that is not a Sunday or holiday.

(gg) “Participating Class Member Payment” means, for each Participating Class Member, a cash payment in the amount of his or her monetary share of the Settlement Consideration as set forth in Section III below.

(hh) “Participating Class Member” means any Class Member from whom the Settlement Administrator has received a Valid Claim Form which indicates the Class Member desires to claim benefits under this Settlement and who has not submitted a Valid Exclusion Statement.

(ii) “Parties” means, collectively, (i) the Class Representatives, on behalf of themselves and the Settlement Class, and (ii) Defendant.

(jj) “Petition” means, collectively, the Class Action Petition filed on October 9, 2020, in the Bumbales Action and the Class Action Complaint filed on January 20, 2021, in the Kunkelman Action.

(kk) “Plaintiff Releasers” shall refer, jointly and severally, and individually and collectively, to Plaintiffs, the Class Members, and each of their respective, current, former, and future predecessors, successors, heirs, spouses, children, beneficiaries, conservators, executors, administrators, assigns, attorneys agents, and all other persons or entities acting or claiming by, through, under, on behalf of, or in concert with any of them.

(ll) “Plaintiffs” means Casey Bumbales and Amanda Kunkelman.

(mm) “Preliminary Approval Date” means the date the Preliminary Approval Order is entered by the Court.

(nn) “Preliminary Approval Order” means the proposed order preliminarily approving, *inter alia*, the terms and conditions of this Settlement, the manner and timing of providing notice to the Class Members, and the time period for objections and exclusions, which the Parties shall request be substantially in the form attached hereto as **Exhibit C**.

(oo) “Released Claims” means any and all claims, causes of action, demands, obligations, liabilities, complaints, charges, grievances, and/or suits of any type or nature or description whatsoever, known or unknown, against the Defendant Released Parties, whether premised upon or arising under federal, state, statutory, regulatory, common, foreign, or other law, statute, or contract, that arises in any way from or relates to the Consolidated Action against Defendant or the Security Incident (other than claims to enforce the Settlement), as more specifically described in Paragraphs 21-24 below, including, but not limited to, causes of action or claims for negligence, unjust enrichment, conversion, fraudulent inducement, intrusion about seclusion, publication of private facts, personal injury, liquidated damages, compensatory damages, punitive damages, penalties of any nature, invasion of privacy, and/or breach of contract. Released Claims include, without limitation, all causes of action or claims that were asserted or were or are related in any way to the factual allegations of the Consolidated Action relating to the Security Incident, regardless of whether such claims are known or unknown, suspected or unsuspected, filed or unfiled, asserted or unasserted, existing or contingent, whether based on contract, tort, or otherwise,

whether legal or equitable, or that were or are related in any way to the factual allegations of the Consolidated Action.

(pp) “Remedial Measures” means use of multi-factor authentication for Defendant’s electronic mail system for at least five (5) years with appropriate training.

(qq) “Security Incident” means the data incident occurring between May 4-6, 2020, giving rise to the Consolidated Action, as further described in the Petition.

(rr) “Settlement Class” means all individuals who were notified by Defendant that their personal information may have been impacted as a result of the Security Incident. Excluded from the Settlement Class are the officers and directors of Defendant, the Judges presiding over the Bumbales Action, Kunkelman Action, and Consolidated Action, their courtroom staff, and Excluded Persons.

(ss) “Settlement Consideration” consists of cash payments to Participating Class Members as described herein, Remedial Measures, the Fee Award, Administrative Expenses, and the Incentive Award. Defendant is not required to pay any other amount other than as specifically required by this Agreement. Defendant is not required to take any actions other than as specifically required by this Settlement Agreement.

(tt) “Settlement Website” means the website that the Settlement Administrator will establish as soon as practicable following entry of the Preliminary Approval Order as a means for Settlement Class Members to obtain notice and information about the Settlement and relevant case documents and deadlines. The Settlement Website shall not include any advertising and shall remain operational until at least 60 days after all Settlement Payments have been distributed.

(uu) “Valid Claim Form” means a completed and signed Claim Form that is timely received by the Claims Administrator, whereby the Class Member’s signature indicates his/her desire to claim benefits under this Settlement. The Claims Administrator will accept Valid Claim Forms either on paper or through electronic submission as provided herein.

(vv) “Valid Exclusion Statement” means a completed and signed Exclusion Statement substantially in the form set forth in Section VI below that is timely received by the Claims Administrator, wherein the Class Member has stated a desire to exclude himself/herself and not participate in this Settlement, whereby doing so the Class Member does not participate in this Settlement and has the ability, if he/she so chooses, to pursue his/her claim(s) on his/her own.

III. SETTLEMENT BENEFITS TO THE CLASS

13. **Reimbursement:** Each Class Member who submits a Valid Claim Form is eligible for reimbursement of the following ordinary out-of-pocket expenses, not to exceed \$150.00 (One Hundred

Fifty Dollars and Zero Cents) per Class Member, that were actually and reasonably incurred by that Class Member as a result of the Security Incident after May 6, 2020, and on or before the date the Notice of this Settlement is first distributed to Class Members: (i) documented costs associated with miscellaneous expenses such as notary, fax, postage, copying, and mileage; (ii) documented costs associated with credit freezes with an affirmative statement by the Class Member that the credit-monitoring services were purchased primarily because of the Security Incident and not for other purposes and with proof of purchase and documented costs of credit-monitoring services active between August 28, 2020 and the date the Notice of this Settlement is first distributed to Class Members; and (vii) if at least one (1) full hour was spent and if the time spent can be documented with reasonable specificity by answering the questions on the Claim Form, up to three (3) hours of lost time compensated at up to \$25.00 (Twenty-Five Dollars and Zero Cents) per hour upon attestation, made subject to the penalties of perjury, that time was spent as a result of the Security Incident (“Reimbursement”).

(a) A Class Member seeking Reimbursement must complete and submit a Valid Claim Form to the Claims Administrator.

(b) Each submitted Claim Form must be verified by the Class Member with reasonable specificity and an attestation, subject to the penalties of perjury, that he or she believes that the losses or expenses claimed were incurred as a result of the Security Incident.

(c) For a submitted Claim Form seeking Reimbursement of out-of-pocket expenses to be a Valid Claim Form, the submitted Claim Form cannot be supported solely by a personal certification, declaration, or affidavit from the Class Member or the Class Member’s representative(s), but such information may be considered with other reasonable documentation.

(d) For a submitted Claim Form seeking Reimbursement of out-of-pocket expenses to be a Valid Claim Form, it must be accompanied by documentation that is not self-prepared by the Class Member or the Class Member’s representative(s). Self-prepared documents such as handwritten receipts are, by themselves, insufficient to receive Reimbursement, but can be considered to add clarity or to support other submitted documentation.

(e) For a submitted Claim Form seeking Reimbursement of out-of-pocket expenses to be a Valid Claim Form, it must be accompanied by documentation reflecting the costs incurred and payment of the out-of-pocket expense(s) for which Reimbursement is sought.

(f) For a submitted Claim Form seeking Reimbursement of out-of-pocket expenses to be a Valid Claim Form, if the requisite documentation cannot be provided, the Class Member must provide a written reason why documentation cannot be provided, which will be considered by the Claims

Administrator and Counsel for the Parties. The Claims Administrator will escalate any disputes regarding the sufficiency of documentation provided by a Class Member to Counsel for the Parties who will work in good faith to provide guidance to the Claims Administrator on how to resolve such disputes. If the Parties cannot jointly resolve such disputes, the Court will resolve the dispute.

(g) For a submitted Claim Form seeking Reimbursement for lost time to be a Valid Claim Form, the Class Member must answer the questions on the Claim Form with reasonable specificity and with an attestation subject to penalty of perjury. Additional documentation will not be required but may be considered to add clarity or support.

(h) If a submitted Claim Form seeking Reimbursement is determined to be deficient, and cannot be cured following a Notice of Deficient Claim as described below, then the Class Member shall have the option to make a claim for a Fixed Cash Payment as described below.

14. Fixed Cash Payment: In lieu of obtaining Reimbursement, a Class Member may instead elect to receive a payment of \$60.00 (Sixty Dollars and Zero Cents) by selecting the “Fixed Cash Payment” on the Claim Form and submitting a Valid Claim Form to the Claims Administrator. No additional documentation is required to receive the Fixed Cash Payment.

15. Cap on Payments: Total payments under this Agreement, including but not limited to Reimbursement and Fixed Pay Option payments under Paragraphs 13 and 14 to all Class Members, payments to Class Representatives, Fee Award, and Administrative Expenses shall not exceed Eight Million U.S. Dollars and Zero Cents (\$8,000,000.00) (“Payment Cap”). If the valid claims submitted for Reimbursement and Fixed Pay Option payments exceed the Payment Cap, all such claims shall be reduced on a pro rata basis before payment. For the avoidance of doubt, the Payment Cap represents the maximum total amount payable by the Defendant under this Agreement and is not a common fund.

16. Funding.

(a) Within seven (7) calendar days after the Effective Date, Defendant shall deposit, pursuant to the Claims Administrator’s instructions: any Incentive Award (not to exceed \$10,000.00, comprised of \$5,000.00 for each Class Representative), the Fee Award (not to exceed 22% of the Payment Cap), and funds sufficient to distribute Participating Class Member Payments. If this date falls on a Saturday, Sunday, or holiday, the deadline will be the next business day that is not a Saturday, Sunday, or holiday.

(b) The Settlement Consideration represents the total extent of the Defendant’s and the Defendant Released Parties’ monetary obligations under the Settlement Agreement. Defendant’s contribution to the Settlement Consideration shall be fixed under this Section and be final. Defendant and

the Defendant Released Parties have no obligation to make further payments into the Settlement Consideration and shall have no financial responsibility or obligation relating to the settlement beyond the Settlement Consideration. Defendant shall pay Administrative Expenses directly to the Claims Administrator.

17. Payments.

(a) Class Counsel shall provide the Claims Administrator with its completed IRS W-9 form and wiring instructions before the payment of the Fee Award is due. Within ten (10) calendar days following the Effective Date, the Claims Administrator shall pay to Class Counsel the Fee Award by wire transfer to the Lear Werts LLP Trust Account according to the wire instructions provided by Class Counsel. If this date falls on a Saturday, Sunday, or holiday, the deadline will be the next business day that is not a Saturday, Sunday, or holiday.

(b) Within ten (10) calendar days following the Effective Date, the Claims Administrator will distribute the Incentive Award to Plaintiffs in a manner designated by Class Counsel. If this date falls on a Saturday, Sunday, or holiday, the deadline will be the next business day that is not a Saturday, Sunday, or holiday.

(c) Within ten (10) calendar days following the Effective Date, the Claims Administrator shall remit to each Participating Class Member payment equaling his/her Participating Class Member Payment. This payment shall be in the form of electronic payment or check, at the Class Member's election. If this date falls on a Saturday, Sunday, or holiday, the deadline will be the next business day that is not a Saturday, Sunday, or holiday.

(d) Defendant's property and shall revert to Defendant or to such other third party as Defendant directs. Within one hundred twenty-five (125) calendar days after the Effective Date, the Claims Administrator shall return funds totaling the amount of Unclaimed Checks to Defendant or to such other third party as Defendant directs.

(e) All payments to Class Members shall be deemed to be paid to such Class Members solely in the year in which such payments are actually received by the Class Members. The Parties agree and the Class Members acknowledge that the payments provided for in this Agreement are the sole payments to be made to the Class Members, and that the Class Members are not entitled to any new or additional compensation or benefits as a result of having received the payments (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Settlement). It is expressly understood and agreed that any amount paid to any Class Member shall not create any credit or otherwise affect the calculation of benefits provided

under any pension, retirement, retirement savings, excess or supplemental retirement or retirement savings, any deferred compensation, bonus, equity, incentive, severance, displacement, supplemental unemployment, health, life, or disability plan, or any benefit, pension, or other compensation or benefit plan, policy, program, or arrangement provided by Defendant or any of the Defendant Released Parties, and no payment made pursuant to this Agreement or the Settlement will be considered as “Wages,” “Compensation,” “Earnings,” “Salary,” or any similar definition or form or payment.

(f) Class Members specifically agree that sufficient and adequate consideration is being conveyed through this Agreement to support the Releases of any and all of the Released Claims.

IV. STIPULATED CLASS ACTION SETTLEMENT CERTIFICATION

18. Only for purposes of effectuating the Settlement, the Class Representatives, Class Counsel, and Defendant agree and stipulate to: certification by the Court of the Settlement Class as defined in this Agreement; appointment by the Court of Plaintiff Bumbales and Plaintiff Kunkelman to represent the Settlement Class for settlement purposes as the Class Representatives; and appointment by the Court of Class Counsel to represent the Settlement Class.

19. Defendant does not consent to certification of the Settlement Class for any purpose other than to effectuate the Settlement. If the Court does not enter a Preliminary Approval Order or Final Judgment, or if for any other reason final approval of the Settlement does not occur, is successfully objected to, or challenged on appeal, any certification of any Settlement Class will be vacated, and the Parties will be returned to their positions with respect to the Consolidated Action as if the Agreement had not been entered into. In the event that Final Approval Judgment is not achieved: (a) any Court orders preliminarily or finally approving the certification of any class contemplated by this Agreement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity; and (b) the fact of the settlement reflected in this Agreement, that Defendant did not oppose the certification of a Settlement Class under this Agreement, or that the Court preliminarily approved the certification of a Settlement Class, shall not be used or cited thereafter by any person or entity, in any manner whatsoever, including without limitation any contested proceeding relating to the certification of any class. If for any reason the Settlement is not granted preliminary and/or final approval, Defendant’s agreement to certification of the Settlement Class shall not be used for any purpose, including in any request for class certification in the Consolidated Action or any other proceeding.

20. Class Representatives, Class Counsel, and Defendant agree and stipulate that the Settlement should be approved by the Court and that the Court should make a determination that the Settlement is fair, reasonable, and made in good faith. Class Counsel and Defendant shall bear the expenses and

responsibility for taking all necessary measures to obtain Court approval, including, without limitation, preparing and filing all papers with the Court necessary for obtaining such approval, and following the required procedures for a good faith determination. Class Counsel shall manage the case through the final fairness hearing and until the Settlement Consideration is fully paid and distributed.

V. RELEASES

21. Upon the entry of the Final Judgment, and for good and valuable consideration as described herein, the adequacy of which is hereby acknowledged, Plaintiff Releasors fully, finally, completely, and forever release, relinquish, acquit, and discharge each of the Defendant Released Parties from any and all Released Claims. Accordingly, upon entry of the Final Judgment, all Plaintiff Releasors hereby fully, finally, completely, and forever release, waive, discharge, surrender, forego, give up, abandon and cancel any and all Released Claims against the Defendant Released Parties, and shall be forever barred and enjoined from instituting any action, prosecuting any action, and/or receiving or accepting any other relief from any other action, suit, administrative claim, and/or other claim or proceeding of any sort or nature whatsoever against the Defendant Released Parties, up to and including the date of the Final Judgment, relating to the Released Claims. Upon the Effective Date, and without any further action, Plaintiff Releasors further agree not to knowingly and voluntarily assist in any way any third party in commencing or prosecuting any suit against the Defendant Released Parties relating to any Released Claims. Upon the Effective Date, and without any further action, Plaintiff Releasors shall forever be barred and enjoined, without the necessity of any of the Defendant Released Parties posting a bond, from commencing, instituting, prosecuting, or maintaining any of the Released Claims.

22. Final approval of this Settlement Agreement will fully settle and resolve with finality, on behalf of Plaintiffs and the Settlement Class, the Consolidated Action, the Released Claims, and any other claims that have been brought or could have been brought related to the Security Incident against the Defendant Released Parties by the Plaintiff Releasors in the Consolidated Action or any other proceeding arising out of, related to, or connected with the Released Claims.

23. Upon the entry of the Final Judgment, each Plaintiff Releasor waives any and all defenses, rights, and/or benefits that may be derived from the provisions of applicable law in any jurisdiction that, absent such waiver, may limit the extent or effect of the release contained in this Agreement.

24. Class Counsel and Plaintiffs, on behalf of the Settlement Class and each individual Class Member, hereby irrevocably and unconditionally release, acquit, and forever discharge any claim that he, she, or they may have against Defendant or the Defendant Released Parties for attorneys' fees or costs associated with Class Counsel's representation of Plaintiffs, the Settlement Class, and the Class Members in

this Consolidated Action, the Settlement, or any Released Claims. Class Counsel further understand and agree that any Fee Award approved by the Court will be the full, final, and complete payment of all attorneys' fees and costs associated with Class Counsel's representation in the Consolidated Action.

VI. ADMINISTRATION OF THE SETTLEMENT AND CLASS NOTICE

25. Claims Administrator. The Claims Administrator shall be responsible for the claims administration process and distributions to Participating Class Members as provided herein, as well as for making any mailings and performing other services as required under this Agreement. The Parties, through their counsel, will cooperate in good faith to assist the Claims Administrator in administering the Settlement and/or to resolve any disputes regarding the Claims Administrator's ability or need to perform certain duties under this Agreement, and any unresolved disputes shall be decided by the Court. Neither Party shall bring an unresolved dispute to the Court's attention absent a good faith effort to first resolve the dispute prior to bringing the dispute to the Court's attention for resolution. If for any reason the Court does not enter a Preliminary Approval Order or Final Judgment, and the Settlement does not become Effective, the Parties shall bear Administration Expenses equally. Counsel have the right to make inquiries and receive any information from the Claims Administrator as is necessary to the administration of this Settlement.

26. Notice Process. The Claims Administrator shall provide notice to the Class Members and administer the Settlement under the Parties' supervision and subject to the exclusive jurisdiction of the Court.

27. Class List. Within seven (7) calendar days of the date of entry of the Preliminary Approval Order, Defendant will provide the Claims Administrator with a list, in electronic form, of the names and last known addresses of the Class Members ("Class List"). The Class List will be produced to the Claims Administrator as "Confidential," subject to the Protective Order entered in this Consolidated Action, after the Claims Administrator agrees to be bound by the Protective Order.

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

29. Timing and Type of Notice.

(a) Within thirty (30) calendar days after receiving the Class List, or as soon thereafter as practicable, the Claims Administrator shall send, via First Class United States mail, postage prepaid, the

Notice Package, using each Class Member's last known address as provided by Defendant and/or as updated by Class Counsel or the Claims Administrator. The Claims Administrator shall give the Parties two (2) business days' notice before the Notice Packages are sent out. The Notice Form shall inform all Class Members of their rights under this Agreement.

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

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

(d) Settlement Website: Prior to the dissemination of the Notice Package, the Claims Administrator shall create a website dedicated to providing information related to the Security Incident, the Consolidated Action, and this Settlement, including the long form notice contained within **Exhibit D**. The Settlement Website will include the information in the Notice Package, include access to relevant publicly available court documents relating to the Consolidated Action, and provide Class Members with the ability to submit claims for Settlement benefits and submit documents to supplement or cure deficient claims. The website will make clear that Class Members who have opted-out of the Settlement in accordance with Court-approved deadlines and procedures have not released any claims they may have related to the Security Incident and may still file claims related to the allegations in the Petitions. The website will also give notice that there is a statute of limitations for filing claims by anyone opting-out of the Settlement and that they should contact class counsel or another attorney immediately if they believe they may want to file their own legal action.

(e) Settlement Call Center: The Claims Administrator shall establish and maintain a call center with staff trained to respond to inquiries from Class Members.

30. Claims Process.

(a) To receive a Participating Class Member Payment, a Class Member must submit to the Claims Administrator a Valid Claim Form that must be postmarked or electronically submitted on or before the Claims Deadline. Any Claim Form that is not completed, not signed by the Class Member, or not postmarked/electronically submitted on or before the Claims Deadline shall be deemed untimely, and the Class Member shall not receive a Participating Class Member Payment. The postmark or electronic submission of the Valid Claim Form mailed by the Class Member to the Claims Administrator shall be deemed the exclusive means for determining whether a Class Member timely submitted his/her Claim Form. In the event that there is no postmark date on the paper Claim Form being mailed by the Class Member to the Claims Administrator, it shall be presumed that the Claim Form was mailed five (5) days prior to the Claims Administrator's receipt of the Claim Form, excluding any Sunday or other day for which no postal service was provided.

(b) The Settlement Website will be programmed to allow Class Members to submit their claims through the website without the need to print a paper copy of the Claim Form. Electronic signatures compliant with the 15 U.S.C. § 7001, et seq. shall be accepted by the Claims Administrator, and the Claims Administrator shall make provision for receiving such electronic signatures. The Claims Administrator, however, shall provide a paper copy of the Claim Form to any Class Member and will process timely received paper copies of the Claim Form in the same manner as those provided electronically. No preference will be given to a Claim Form based upon whether it was submitted electronically or on paper. The Settlement Website will further be programmed to provide a unique confirmation number along with a recitation of the Class Member's name, details of the claim made, as well as the date and time of the claim submission. This confirmation information will include a statement advising Class Members to print or save a copy of the confirmation information.

(c) The Claims Administrator will provide to Counsel a bi-weekly report of the Class Members who have submitted Valid Claim Forms.

(d) The Claims Administrator shall provide Counsel a bi-weekly report of any rejected Claim Forms. Class Counsel shall have until the Claims Deadline and Objection/Exclusion Deadline, or fourteen (14) calendar days after the last bi-weekly report has been issued, whichever is later, to assist the Class Member whose Claim Form has been rejected to amend or resubmit a Valid Claim Form.

31. Any Class Member who does not submit a timely and Valid Claim Form and who does not submit a Valid Exclusion Statement will still be bound by the Settlement and the Release, but will not be entitled to receive a Participating Class Member Payment.

32. In the event that the Claims Administrator determines that some or all of a claim is deficient, the Claims Administrator shall respond to the Class Member with a written or electronic Notice of Deficient Claim. Notices of Deficient Claims shall (i) be written or electronic, in plain, easily understandable English, (ii) explain the reason for the deficiency(ies), (iii) explain what type of documentation or other proof, if any, can cure the deficiency(ies), (iv) explain the available procedures for submitting documents or other proof to supplement or cure the deficiencies, and (v) advise the Class Member that he or she must provide information sufficient to cure the identified deficiencies within fourteen (14) calendar days of the Notice being provided. The Claims Administrator shall adjudicate claims and issue Notices of Deficient Claims on a rolling basis. If a claim for reimbursement cannot be cured following a Notice of Deficient Claim, then the Class Member shall be notified that he/she has fourteen (14) calendar days to make a claim for a Fixed Cash Payment.

33. Exclusions.

(a) The Notice Form shall advise Class Members of their rights, including the right to be excluded from the Settlement Agreement and its terms.

(b) Any Class Member may request to be excluded from the Settlement Class. In order to validly be excluded from the Settlement, the Class Member must send a signed letter to the Claims Administrator that states he or she is excluding himself or herself from the Settlement (“Exclusion Statement”). The Exclusion statement must contain the name, address, and telephone number of the Class Member to be valid. It must also contain the words: “I elect to exclude myself from the settlement in *Casey Bumbales v. Curators of the University of Missouri d/b/a MU Health Care*” and must be signed in order to be valid. To be effective, an Exclusion Statement must be postmarked before the Objection/Exclusion Deadline.

(c) Any request for exclusion must be personally signed by the Class Member requesting exclusion. So-called “mass” or “class” exclusion requests shall not be allowed.

(d) If a Class Member timely submits a Claim Form and Exclusion Statement indicating that he/she wishes to opt in and opt out of the Settlement, the Claims Administrator shall contact said Class Member to verify if a mistake was made. If the Claims Administrator is not able to reach said Class Member or is not able to verify a mistake was made, the Class Member will be deemed to have excluded himself or herself from the Settlement and will not be entitled to a Participating Class Member Payment.

(e) If a Class Member submits a deficient Exclusion Statement, the Claims Administrator shall contact said Class Member to notify that Class Member of the deficiency within five (5) business days of the Claims Administrator’s receipt of the deficient Exclusion Statement. If the Claims Administrator is

not able to reach said Class Member, the Class Member's attempted Exclusion Statement will be rejected. If the Claims Administrator is able to reach said Class Member, the Class Member shall have fifteen (15) calendar days to cure any identified deficiencies. To be valid, the Class Member's corrected Exclusion Statement must cure all identified deficiencies and must be postmarked by the fifteenth (15th) calendar date from the date the Claims Administrator contacted said Class Member (including the date of the Claims Administrator's contact). Class Members submitting untimely or deficient Exclusions Statements shall be bound by the Settlement and the Release.

(f) A request to be excluded that is sent to an address other than that designated in the Notice Form, or that is not postmarked within the Objection/Exclusion Deadline, shall be invalid, and the person serving such a request shall be considered a member of the Settlement Class, as applicable, and shall be bound by the Agreement and will be deemed a Plaintiff Releasor as defined herein, if a Final Judgment is entered.

(g) If a Final Judgment is entered, all Class Members who have not submitted a Valid Exclusion Statement will be bound by the Settlement and will be deemed a Plaintiff Releasor as defined herein, and the relief provided by the Settlement will be the sole and exclusive remedy for the claims alleged by the Settlement Class.

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

(i) Within seven (7) calendar days after the Objection/Exclusion Deadline, the Claims Administrator shall provide Counsel a written list reflecting a list of all Excluded Persons who submitted timely and Valid Exclusion Statements.

(j) The Parties' Counsel shall have seven (7) calendar days after the date they receive the list of "Excluded Persons" to audit and challenge any person on that list.

(k) The final list reflecting all Excluded Persons who submitted timely and Valid Exclusion Statements (as agreed to by the Parties' Counsel and Claims Administrator) shall also be filed with the Court at the time of filing of the Final Approval Motion.

(l) Plaintiffs shall not exclude themselves from the Settlement. Plaintiffs' execution of this Agreement shall signal their agreement to all of the terms of the Settlement.

34. Objections. The Notice shall advise the Class Members of their rights, including the right to object to the Settlement Agreement and its terms. The Notice Form will further inform Class Members that to be considered timely, any valid objection in the appropriate form must be filed with the Clerk of the

Circuit Court of Boone County, 705 E. Walnut Street, Columbia, Missouri 65201, no later than the date set by this Court and outlined in the Notice. In addition to filing the objection with the Court, the Notice will inform Class Members that they must mail a copy of their objection to the following two different places postmarked no later than the date set by the Court and outlined in the Notice:

CLASS COUNSEL	DEFENDANT'S COUNSEL
Todd C. Werts Lear Werts LLP 103 Ripley Street Columbia, MO 65201	Jena Valdetero Greenberg Traurig, LLP 77 West Wacker Drive, Suite 3100 Chicago, IL 60601

(a) Class Members who wish to object to the Settlement must first do so in writing. To be considered, such statement must be filed with the Court and served upon both Class Counsel and Defendant's Counsel (by United States mail, hand delivery, overnight delivery, or via the Settlement Website) by no later than the Objections/Exclusion Deadline, which applies notwithstanding any argument regarding non-receipt of the Notice Package. A copy of the objection must also be mailed or submitted through the Settlement Website to the Claims Administrator at the address that the Claims Administrator will establish to receive requests for exclusion or objections, and any other communication relating to this Settlement.

(b) Anyone who fails to file and serve timely written objections in this manner shall be deemed to have waived any objections and shall be foreclosed from making any objection to the Settlement and from filing any appeal from any Final Judgment entered by the Court.

(c) Any Class Member objector who has filed and served a timely written objection in accordance with this Section must also appear at the Final Approval Hearing either in person or through counsel hired by the objector. To be heard at the Final Approval Hearing, any written objection must include or attach: (a) the Class Member objector's full name, address, and current telephone number; (b) the case name and number of this Consolidated Action; (c) information or documents sufficient to allow the Parties to confirm, that the objector is a Class Member; (d) a statement of such Class Member's specific objections; (e) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; (f) the identification of any other objections the Class Member objector has filed, or has had filed on his/her behalf in any other class action cases in the last four years; (g) a list of any witnesses the Class Member objector may call to testify at the Final Approval Hearing; (h) a list of all exhibits the Class Member objector intends to introduce into evidence at the Final Approval Hearing (which

must also be attached to the objection); and (i) the Class Member objector's signature. If represented by counsel, the objecting Class Member must also provide the name and telephone number of his/her counsel.

(d) No objector may appear at the Final Approval Hearing unless he/she has filed a timely objection that complies with the procedures provided in this Section. Only Class Members may object to the Settlement. Plaintiffs shall not object to the Settlement.

(e) An objector may withdraw his/her objection(s) at any time.

(f) The Parties may file with the Court written responses to any filed objections at or prior to the Final Approval Hearing. The Parties agree that Class Counsel will take the lead in drafting responses to any objections to the Settlement, including any appeals filed by the objectors. However, both Parties retain their rights to make any argument(s) in response to any objector.

(g) Any Class Member who has submitted a Valid Claim Form or Valid Exclusion Statement may not submit objections to the Settlement. Class Members cannot both object to and exclude themselves from the Settlement. Any Class Member who attempts to both object to and exclude himself/herself from this Settlement Agreement will be deemed to have excluded himself/herself and will forfeit the right to object to the Settlement or any of its terms.

(h) Any Class Member who fails to timely file and serve a written objection and notice of intent to appear at the Final Approval Hearing pursuant to this Agreement shall not be permitted to object to the approval of the Settlement at the Final Approval Hearing and shall be foreclosed from seeking any review of the Settlement or the terms of the Agreement by appeal or other means.

(i) The Parties will request that the Court, within its discretion, exercise its right to deem any objection as frivolous and award appropriate costs and fees to the Parties opposing such objection(s).

VII. ATTORNEYS' FEES AND EXPENSES AND INCENTIVE AWARD

35. Prior to the Final Approval Hearing, Class Counsel shall file their Fee and Expense Application, moving the Court for an award of attorneys' fees and costs incurred by Class Counsel in the Consolidated Action, in an amount not to exceed 22% of the Payment Cap.

36. Defendant agrees not to oppose this Fee and Expense Application provided that Class Counsel has abided by the terms of this Agreement. Class Counsel, in turn, agree not to seek or accept attorneys' fees or costs of litigation in excess of this amount from the Court. Defendant shall have no additional liability for attorneys' fees and costs relating to this Agreement, the Consolidated Action, the Settlement, or any Released Claims.

37. These attorneys' fees and litigation costs amounts sought by Class Counsel shall be at the discretion of the Court, and this Settlement is not contingent upon the Court's approval of such attorneys'

fees or costs. In no case shall Defendant be requested or required to pay any attorneys' fees, costs, or litigation expenses in excess of those set forth in this Agreement.

38. The substance of Class Counsel's Fee and Expense Application is not part of this Agreement and is to be considered separately from the Court's consideration of the fairness, reasonableness, adequacy, and good faith of the settlement of the Consolidated Action. The outcome of any proceeding related to Class Counsel's Fee and Expense Application shall not terminate this Agreement or otherwise affect the Court's ruling on the Final Approval Motion.

39. Prior to the Final Approval Hearing or at the same time that Plaintiffs seek final approval of the Settlement Agreement, Class Counsel shall move the Court for an Incentive Award for the Class Representatives of \$5,000.00 (Five Thousand Dollars and Zero Cents) to Plaintiff Bumbales and \$5,000.00 (Five Thousand Dollars and Zero Cents) to Plaintiff Kunkelman, for a total of \$10,000.00 (Ten Thousand Dollars and Zero Cents).

40. Such Incentive Award shall be at the discretion of the Court, and this Settlement is not contingent upon the Court's approval of such Incentive Award. Defendant will not oppose such application provided that it is made in accordance with the terms of this Agreement. The outcome of the Court's ruling on the application for Incentive Award shall not terminate this Agreement or otherwise affect the Court's ruling on the Final Approval Motion.

41. In no event will Defendant's liability for attorney's fees, expenses, and costs, an Incentive Award, and/or Administrative Expenses exceed its funding obligations set out in this Agreement. Defendant shall have no financial responsibility for this Settlement Agreement outside of the Settlement Consideration. Defendant shall have no further obligation for attorneys' fees or expenses to any counsel representing or working on behalf of either one or more individual Class Members or the Settlement Class. Defendant will have no responsibility, obligation, or liability for allocation of fees and expenses among Class Counsel.

VIII. PRELIMINARY APPROVAL OF SETTLEMENT

42. This Settlement shall be subject to approval of the Court. If the Court refuses to grant Preliminary Approval, Defendant shall have the right to withdraw from this Agreement, in which case this Agreement (including Exhibits) will become void. The Agreement and any negotiations leading to the Settlement will not and cannot be used for any purpose in connection with any further litigation in the Consolidated Action or any other lawsuit, administrative or other legal proceeding, claim, investigation, or complaint.

43. Within thirty (30) calendar days of the complete execution of this Agreement, Plaintiffs shall file with the Court a Motion for an Order Granting Preliminary Approval (“Preliminary Approval Motion”). The Preliminary Approval Motion will request entry of a Preliminary Approval Order that will, *inter alia*, preliminarily approve the Settlement, set the date for the Final Approval Hearing, and prescribe the method for giving notice of the Settlement to the Settlement Class. In connection therewith, Plaintiffs will submit to the Court, among other things: the proposed Notice Package; and a proposed Preliminary Approval Order. The Preliminary Approval Motion will seek the setting of dates for the submission of Claim Forms, Exclusions Statements, objections, and a Final Approval Hearing. Plaintiffs will provide Defendant with a draft of the Preliminary Approval Motion seven (7) calendar days in advance of filing and Defendant will have adequate opportunity to review and provide suggested edits. Defendant retains the right to oppose the Preliminary Approval Motion, including in the event Defendant’s suggested edits to the Preliminary Approval Motion are not adopted.

44. All proceedings in the Consolidated Action will be stayed following entry of the Preliminary Approval Order, except as may be necessary to implement the Settlement or comply with the terms of the Settlement. Pending determination of whether the Preliminary Approval Motion should be granted, the Parties agree not to pursue any claims, defenses, discovery, arguments, or motions otherwise available to them in the Consolidated Action.

45. Pending the Court’s decision on the final approval of the Settlement and entry of the Court’s Final Judgment, Plaintiffs, all Class Members, and anyone acting on behalf of any Class Member shall be barred and enjoined from: (a) further prosecution of the Consolidated Action; (b) filing or taking any action directly or indirectly to commence, prosecute, pursue or participate on an individual or class action basis any action, claim, or proceeding against Defendant or the Defendant 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; or (c) seeking, whether on a conditional basis or not, certification of a class action that involves any such claims.

46. The Parties stipulate, for settlement purposes only, to certification by the Court of the Settlement Class encompassed by this Settlement. If for any reason the Court does not approve this stipulation, or does not enter a Preliminary Approval Order, or if this Settlement is lawfully terminated for any other reason, the preliminary certification of the class shall become null and void, and the fact of certification shall not be cited to, used, and/or admissible in any judicial, administrative, or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural.

IX. FINAL JUDGMENT

47. If the Preliminary Approval Order is entered by the Court, Class Counsel will move the Court, within the time frames contemplated by the Preliminary Approval Order, for entry of a Final Judgment (the “Final Approval Motion”).

48. This Settlement shall be subject to approval of the Court. If the Court refuses to grant final approval, Defendant shall have the right to withdraw from this Agreement, in which case this Agreement (including Exhibits) and will become void. The Agreement and any negotiations leading to the Settlement will not and cannot be used for any purpose in connection with any further litigation in the Consolidated Action or any other lawsuit, administrative or other legal proceeding, claim, investigation, or complaint.

49. In the Final Approval Motion and at the Final Approval Hearing, Plaintiffs will request that the Court, among other things: (a) certify the Settlement Class for purposes of settlement only; (b) enter Judgment in accordance with the terms of this Agreement; (c) approve the Settlement as fair, adequate, reasonable, and binding on all Class Members;; (d) enter an order permanently enjoining all Class Members from pursuing, filing, and/or seeking to reopen claims that have been released by this Agreement; and (e) incorporate into the Final Judgment the terms of this Agreement. Plaintiffs will provide Defendant with a draft of the Final Approval Motion seven (7) calendar days before its filing, and Defendant will have adequate opportunity to review and provide suggested edits. Defendant retains the right to oppose the Final Approval Motion, including in the event Defendant’s suggested edits to the Final Approval Motion are not adopted.

50. The Parties shall agree to the text of a proposed Final Judgment, substantially in the form attached hereto as **Exhibit E**.

51. Class Counsel shall use their best efforts to assist Defendant in obtaining the Final Judgment of the Consolidated Action and take all steps necessary and appropriate to otherwise effectuate all aspects of this Agreement.

52. Plaintiffs and Class Counsel agree to return and/or destroy all documents produced to them for settlement purposes in the Consolidated Action and/or that were marked confidential under any protective order during the course of the Consolidated Action, within sixty (60) calendar days of the Effective Date.

X. WAIVER OR TERMINATION

53. Defendant shall have the right to terminate the Settlement at any time prior to entry of the Final Judgment if: (a) more than 250 persons opt out of the Settlement Class; (b) the Court does not certify the Settlement Class; (c) the Court otherwise makes an order materially inconsistent with any of the terms

of this Settlement (other than with respect to the Fee and Expense Application and/or the Incentive Award); or (d) the opposing Party breaches the Agreement. If Defendant chooses to exercise this provision, the case will resume as if the Settlement never took place.

54. The Settlement is conditioned upon preliminary and final approval of the Parties' written Settlement Agreement, and all terms and conditions thereof without material change, material amendments, or material modifications by the Court (except to the extent such changes, amendments, or modifications are agreed to in writing between the Parties). All Exhibits attached hereto are incorporated into this Settlement Agreement.

55. In the event that the Court does not preliminarily or finally approve the Settlement (other than Class Counsel's attorneys' fees), (a) the Parties shall first attempt to renegotiate the Settlement in good faith for a period of sixty (60) calendar days for the purpose of obtaining Court approval of a renegotiated settlement agreement before resuming the Consolidated Action; and/or (b) either or both Parties may seek reconsideration or appellate review of the decision denying approval of the Settlement Agreement. In the event reconsideration and/or appellate review is denied or a mutually agreed-upon settlement modification is not approved or no renegotiated settlement can be reached after sixty (60) calendar days, the Parties, pleadings, and proceedings will return to the *status quo ante* as if no settlement had been negotiated or entered into, and the Parties will negotiate in good faith to establish a new schedule for the Consolidated Action.

56. If the Effective Date of Settlement does not occur, or if the Settlement is terminated or fails to become effective for any reason, then the Parties shall be deemed to have reverted to their respective statuses in the Consolidated Action as of the date and time immediately prior to the execution of this Stipulation, and, except as to Paragraph 16(b) concerning Defendant's obligation to pay notice and administration costs or as otherwise expressly provided, the Parties shall proceed in all respects as if this Stipulation and any related orders had not been entered.

XI. NO ADMISSION OF WRONGDOING

57. The terms of this Stipulation (whether the Stipulation becomes final or not), the negotiations leading up to this Stipulation, the fact of the Settlement, and the proceedings taken pursuant to the Settlement, shall not: (a) be construed as an admission of liability or an admission of any claim or defense on the part of any party, in any respect; (b) form the basis for any claim of estoppel by any third-party against any released party; or (c) be admissible in any action, suit, proceeding, or investigation as evidence, or as an admission, of any wrongdoing or liability whatsoever by any party, or as evidence of the truth of any of the claims or allegations contained in the Consolidated Action.

58. Defendant denies that it breached any duty or that it violated the law in any manner alleged in or related to the Consolidated Action. Nothing relating to this Agreement, or any communications, papers, or orders related to the Settlement, shall be cited to as, construed to be, admissible as, or deemed to be an admission by Defendant or the Defendant Released Parties of any violation, liability, culpability, negligence, misconduct, or other wrongdoing toward Plaintiffs, the Class Members, Plaintiff Releasers, or any other person, and Defendant and the Defendant Released Parties specifically disclaim any liability, culpability, negligence, misconduct or other wrongdoing toward Plaintiffs, the Class Members, Plaintiff Releasers, or any other person, or that class certification is appropriate in this Consolidated Action or any other matter. Neither this Agreement nor any act performed or document executed pursuant to or in furtherance of the Agreement is, may be deemed to be, may be cited to as, or may be used as any admission or evidence of the validity of any of the Class Members' Released Claims, class certification, or of any wrongdoing, fault or liability of the Defendant in any civil, criminal, or administrative proceeding.

59. Each of the Parties has entered into this Agreement with the intention to avoid further disputes and litigation with the attendant risks, uncertainty, burden, inconvenience, expenses, and contingencies. There has been no determination by any court as to the merits of the Consolidated Action, including any claims asserted by Plaintiffs against Defendant or whether a class should be certified, other than for settlement purposes only. Furthermore, nothing in this Agreement shall be cited to as, construed to be, admissible as, or considered any form of waiver of any alternative dispute resolution agreements, provisions, or policies by Defendant or the Defendant Released Parties.

XII. MISCELLANEOUS PROVISIONS

60. Taxability of Payments.

(a) The Claims Administrator shall be responsible for making all reporting with respect to all amounts payable to Participating Class Members required pursuant to any federal, state, or local tax law or regulation hereunder under the Employer Identification Number ("EIN") of the Escrow Account. The Claims Administrator shall also be responsible for filing and sending a Form 1099, if necessary, to any applicable recipient of any payment made pursuant to this Agreement solely in the name and amount of said recipients for the amount actually received by the Participating Class Member. The Claims Administrator shall handle all tax reporting with respect to the payments made pursuant to the Settlement, and shall report the payments in accordance with applicable law.

(b) Payment of the Fee Award to Class Counsel shall be reported by the Claims Administrator on the applicable IRS Form 1099, solely in the name of Class Counsel, as required by the

Internal Revenue Code and shall be made without withholding, provided the Claims Administrator has timely received a duly completed W-9 from Class Counsel.

(c) Plaintiffs and each Participating Class Member will be solely responsible for all taxes, interest, penalties, or other amounts due with respect to any payment received pursuant to the Settlement. Plaintiffs, on behalf of all Class Members and Participating Class Members, acknowledge and agree that they have not relied upon any advice from Defendant or Defendant's Counsel as to the taxability of any payments made or received pursuant to the Settlement.

61. Mutual Full Cooperation.

(a) The Parties shall cooperate fully with each other and the Claims Administrator and shall use their reasonable best efforts to accomplish the terms of this Agreement, including but not limited to, obtaining the Court's approval of this Agreement and all of its terms and defending the Settlement from any legal challenge. If any deadlines related to the Settlement cannot be met, the Parties' Counsel shall meet and confer to reach agreement on any necessary revisions of the deadlines and timetables set forth in this Agreement. In the event that the Parties fail to reach such agreement, any Party may apply to the Court via a noticed motion for modification of the dates and deadlines in this Agreement. Each of the Parties, upon the request of any other Party, agrees to perform such further acts and to execute and deliver such other documents as are reasonably necessary to carry out the provisions of this Agreement.

(b) The Parties (i) acknowledge that it is their intent to consummate this Settlement Agreement, and (ii) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement and to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Agreement. Counsel agree to cooperate with each other in seeking entry of a Preliminary Approval Order and Final Judgment, and to promptly agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Settlement.

62. Except as provided herein and prior to final approval of the Settlement, there shall be no public comments made to the press or any third party, or any other public disclosure by or through the Parties or their attorneys or agents, comprising opinions as to the Consolidated Action, this Agreement, or the Settlement, aside from the following agreed upon statement: "The Parties have reached a proposed agreement and look forward to the Court's review and decision." This paragraph shall not be construed to limit or impede any Notices or prevent Class Counsel or Defendant from notifying or explaining to potential Class Members or others that this case has settled and/or how to obtain settlement benefits, nor shall this paragraph limit the representations that the Parties or their Counsel may make to the Court to assist in its evaluation of the Settlement. This paragraph shall not be construed to limit or impede the Parties' Counsel

from posting already-published articles regarding the Consolidated Action, this Agreement, or the Settlement to their websites.

63. The Parties agree that all the Exhibits attached hereto are material and integral parts of the Agreement and are hereby incorporated by reference as though fully set forth herein.

64. The Parties intend and agree that the Settlement is a final and complete resolution of all disputes related to the Consolidated Action by Defendant, the Class Representatives, and each Class Member who has not submitted a Valid Exclusion Statement. The Parties agree that the Settlement Agreement provides fair, equitable, and just compensation, and a fair, equitable, and just process for determining eligibility for compensation for any given Class Member related to the Released Claims.

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

66. The Parties have relied upon the advice and representation of their respective counsel, selected by them, concerning their respective legal liability for the claims hereby released. The Parties have read and understand fully this Settlement Agreement, including its Exhibits, and have been fully advised as to the legal effects thereof by counsel of their own selection and intend to be legally bound by the same.

67. This Agreement constitutes the entire agreement between the Parties regarding the subject matter contained herein, and all prior and contemporaneous negotiations and understandings between the Parties shall be deemed merged into this Agreement. The Parties agree not to assert in any forum that the Consolidated Action was brought by Plaintiffs or defended by Defendant, or each or any of them, in bad faith or without a reasonable basis. No representation, promise, or inducement has been offered or made to induce any Party to enter into this Agreement, which contains the entire, complete, and integrated statement of all negotiations, understandings, and Settlement terms and supersedes all previous oral or written agreements. The Parties enter into this Agreement knowingly, voluntarily, and with full knowledge of its significance. The Parties have not been coerced, threatened, or intimidated into signing this Agreement and have consulted with legal counsel regarding the Agreement.

68. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties; but this Agreement is not designed to and does not create any third-party beneficiaries other than third parties that are identified as Released Parties in this Agreement. Nothing express or implied in this Agreement is intended or shall be construed to confer upon or give any person or entity other than the Parties, Released Parties, and Class Members any right or remedy under or by reason of this Agreement.

Each of the Released Parties is an intended third-party beneficiary of this Agreement with respect to the Released Claims and shall have the right and power to enforce the release of the Released Claims in his, her or its favor against all Releasers.

69. This Agreement shall be binding upon the Parties and Class Counsel, with respect to Plaintiffs, the Class Members, and each of their respective heirs, assigns, spouses, children, beneficiaries, conservators, executors, administrators, attorneys and agents.

70. This Agreement may not be modified or amended, nor may any of its provisions be waived, except by a writing signed by all Parties or their successors-in-interest. No waiver, modification, or amendment of the terms of this Agreement, whether purportedly made before or after the Court's approval of this Agreement, shall be valid or binding unless in writing, signed by or on behalf of all Parties and then only to the extent set forth in such written waiver, modification, or amendment, subject to any required Court approval. Any failure by any Party to insist upon the strict performance by the other Party(ies) of any of the provisions of this Agreement shall not be deemed a waiver of future performance of the same provisions or of any of the other provisions of this Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

71. The Parties may agree, subject to the approval of the Court where required, to reasonable extensions of time to carry out the provisions of the Agreement.

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

73. Class Counsel and Plaintiffs, on behalf of the Settlement Class and each individual Class Member, represent and warrant that they have not assigned or transferred, or purported to assign or transfer, to any person or entity, any full or partial claim, right, or interest, including but not limited to, any interest in the Consolidated Action as against the Defendant Released Parties.

74. The headings and captions herein are used for the purpose of convenience only and are not meant to have legal effect. They shall in no way define, limit, extend, or describe the scope of this Agreement or any provision hereof and shall in no way have any effect upon the construction or interpretation of any part of this Agreement.

75. The Parties hereby irrevocably submit to the continuing and exclusive jurisdiction of the Court for any suit, action, proceeding, or dispute arising out of or relating to this Settlement as embodied in the Agreement or its applicability, and agree that they will not oppose the designation of such suit, action,

proceeding, or dispute as a related case to the Consolidated Action. The Court shall not have jurisdiction to modify the terms of this Agreement or to increase Defendant's payment obligations hereunder.

76. Unless otherwise stated herein, any notice or communications required or provided for under this Agreement shall be in writing and shall be sent to the Parties at the addresses of their respective counsel as follows:

CLASS COUNSEL	DEFENDANT'S COUNSEL
Todd C. Werts Lear Werts LLP 103 Ripley Street Columbia, MO 65201 Phone: (573) 875-1991 Email: werts@learwerts.com	Jena Valdetero Greenberg Traurig, LLP 77 West Wacker Drive, Suite 3100 Chicago, IL 60601 Phone: (312) 456-1025 Email: jena.valdetero@gtlaw.com

77. The Agreement may be executed in one or more counterparts exchanged by hand, messenger, facsimile, or PDF as an electronic mail attachment. When each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one binding Agreement.

78. The construction, interpretation, operation, effect, and validity of the Settlement Agreement, and all documents necessary to effectuate it, shall be governed by the laws of the State of Missouri without regard to choice of law or conflicts of laws principles, except to the extent that the law of the United States requires that United States federal law govern, in which case such federal law (as interpreted by the Eighth Circuit Court of Appeals) shall govern. The Parties understand and agree that any disputes arising out of the Settlement shall be governed and construed by and in accordance with the laws of the State of Missouri, without reference or regard to choice-of-law principles.

79. This Agreement shall not be construed more strictly in favor of or against one either of the Parties merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of the Parties, it being recognized that the Agreement is the result of arm's-length negotiation between the Parties, and all Parties have contributed substantially and materially to the preparation of the Agreement. The determination of the terms and conditions of this Agreement has been by mutual agreement of the Parties. Each Party participated jointly in the drafting of this Agreement, and therefore the terms and

conditions of this Agreement are not intended to be, and shall not be, construed against any Party by virtue of draftsmanship.

80. The Parties specifically acknowledge, agree, and admit that this Settlement Agreement and its Exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, correspondence, orders, or other documents shall be considered a compromise within the meaning of the rules of evidence and any other equivalent or similar rule, and shall not (a) constitute, be construed as, be offered as, or be received into evidence as an admission of the validity of any claim or defense, or the truth of any fact alleged or other allegation in the Consolidated Action or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of any Party, or (b) be used to establish a waiver of any defense or right, or to establish or contest jurisdiction or venue.

81. The Parties also agree that this Settlement Agreement and its Exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, correspondence, orders or other documents entered in furtherance of this Settlement Agreement, and any acts in the performance of this Settlement Agreement are not intended and shall not be used to establish grounds for certification of any class involving any Class Member other than for certification of the Settlement Class for settlement purposes.

82. This Settlement Agreement, whether approved or not approved, revoked, or made ineffective for any reason, and any proceedings related to this Settlement Agreement and any discussions relating thereto shall not be admissible as evidence of any liability or wrongdoing whatsoever and shall not be offered as evidence of any liability or wrongdoing in any court or other tribunal in any state, territory, or jurisdiction, or in any manner whatsoever. Further, neither this Settlement Agreement, the Settlement contemplated by it, nor any proceedings taken under it, will be construed or offered or received into evidence as an admission, concession, or presumption that class certification is appropriate, except to the extent necessary to consummate this Agreement and the binding effect of the Final Judgment.

83. The provisions of this Settlement Agreement, and any orders, pleadings, or other documents entered in furtherance of this Settlement Agreement, may be offered or received in evidence solely (a) to enforce the terms and provisions hereof or thereof, (b) as may be specifically authorized by a court of competent jurisdiction after an adversary hearing upon application of a Party hereto, (c) in order to establish payment, or an affirmative defense of preclusion or bar in a subsequent case, (d) in connection with any motion to enjoin, stay, or dismiss any other action, or (e) to obtain Court approval of the Settlement Agreement.

84. The Parties represent that they have obtained the requisite authority to enter this Settlement Agreement in a manner that binds all Parties to its terms. The Parties represent that they have reviewed and understand this Agreement and all the Exhibits hereto.

85. This Agreement shall be deemed executed as of the date that the last Party signatory signs the Agreement.

86. Except for provisions of this Agreement requiring any Party to act or seek Court action prior to Court approval, which provisions are intended to be binding on the Parties upon mutual execution hereof, this Agreement shall become fully effective upon the Effective Date.

IN WITNESS WHEREOF, the Parties have, through their respective counsel, voluntarily and without coercion, executed this Agreement as of the date written below:

[Remainder of Page Intentionally Left Blank – Signature Pages to Follow]

Dated: _____, 2024

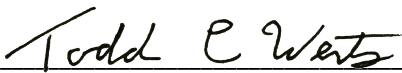
CASEY BUMBALES

Dated: _____, 2024

AMANDA KUNKELMAN

Dated: August 2, 2024

CLASS COUNSEL



Todd C. Werts
LEAR WERTS LLP
103 Ripley Street
Columbia, MO 65201

Dated: _____, 2024

DEFENDANT

By: _____

Dated: _____, 2024

DEFENDANT'S COUNSEL

Jena Valdetero
GREENBERG TRAUIG, LLP
77 West Wacker Drive, Suite 3100
Chicago, IL 60601

Exhibit A

Bumbales v. MU Health Care Settlement Class Member Claim Form

Circuit Court of Boone County, Missouri, No. 20BA-CV03309

DEADLINE: THIS CLAIM FORM MUST BE SUBMITTED ONLINE OR POSTMARKED BY [NOTICE + 60 DAYS] AND MUST BE FULLY COMPLETED, BE SIGNED UNDER OATH, AND MEET ALL CONDITIONS OF THE SETTLEMENT AGREEMENT. YOUR FAILURE TO SUBMIT A TIMELY CLAIM FORM WILL RESULT IN YOU FORFEITING ANY PAYMENT AND/OR BENEFITS FOR WHICH YOU MAY BE ELIGIBLE UNDER THE SETTLEMENT.

Instructions: Please read carefully the Notice of Class Action Settlement ("Notice"), which is included with this Claim Form. If you were notified by Defendant that your personal information may have been compromised as a result of the Security Incident in May 2020, you may be entitled to monetary benefits from the Settlement.

YOU MUST SUBMIT THIS CLAIM FORM IN ORDER TO RECEIVE A SETTLEMENT PAYMENT.

As a Class Member, you are eligible to make a claim for **one of the following two options:**

- (1) Fixed Cash Payment. Receive a cash payment of \$60. No additional documentation is required to receive the Fixed Cash Payment.

OR

- (2) Reimbursement. Seek reimbursement for documented losses you have suffered as a result of the Security Incident up to a maximum of \$150. The losses may include: (i) long distance telephone charges; (ii) cell minutes (if charged by minute); (iii) Internet usage charges (if charged by the minute or by the amount of data usage and incurred solely as a result of the Security Incident); (iv) text messages (if charged by the message and incurred solely as a result of the Security Incident); (v) postage; (vi) documented costs associated with miscellaneous expenses such as notary, fax, postage, copying, and mileage; (vii) documented costs associated with credit freezes; (viii) documented costs of credit-monitoring services active between August 28, 2020 and [date of Preliminary Approval Order]; (ix) up to three (3) hours of lost time at up to Twenty-Five Dollars (\$25) per hour.

If total claims for Fixed Cash Payments and Reimbursement exceed \$8,000,000, you will receive a lesser, *pro rata* share of the \$8,000,000 Payment Cap. This process takes time. Please be patient.

In order to receive monetary benefits from the Settlement, you must take all of the following steps:

- Complete all applicable sections of this Claim Form in black or blue ink or electronically.
- Sign and date this Claim Form below, attesting that the statements and information you have provided are true and correct to the best of your knowledge.
- Return this Claim Form by the Deadline to:

MU Health Care Data Breach Settlement
Settlement Administrator
PO Box 5735
Portland, OR 97228-5735
visit www.settlementwebsite.com.

For questions, visit www.settlementwebsite.com or call 1-877-123-4567.

Exhibit B

The Curators of the University of Missouri
c/o Claims Administration
Address 1
City, State ZIP



LEGAL NOTICE BY ORDER
OF THE CIRCUIT COURT OF
BOONE COUNTY, MISSOURI

<MAILER ID>
<NAME>
<ADDRESS 1>
<ADDRESS 2>
<CITY, STATE ZIP>

A court authorized this notice. This is not a solicitation from a lawyer.

If you were sent a notification that your personal information may have been compromised as a result of a Security Incident at Defendant in May 2020, you could get monetary benefits from a class action settlement.

This Notice contains information about a proposed class action settlement with Defendant. More information can be found at [www.\[settlementwebsite\].com](http://www.[settlementwebsite].com) or by calling toll-free at **1-877-123-4567**. Your rights may be affected whether you act or don't act.

What is this Notice for? This Notice is being sent to inform you that a settlement has been reached in the lawsuit *Bumbales v. MU Health Care*, 20BA-CV03309 which is pending in the Circuit Court of Boone County, Missouri. Defendant denies wrongdoing or liability for the allegations in the lawsuit. This class settlement has been preliminarily approved pursuant to Missouri Supreme Court Rule 52.08.

Who is included? Class Members include all individuals who were sent notification that their personal information may have been compromised as a result of the May 2020 Security Incident. Excluded from the Settlement Class are all those persons who submit timely and valid requests for exclusion from the Settlement Class.

What are my options? You can file a claim to receive monetary Settlement benefits, do nothing and stay in the case, exclude yourself, or object to the Settlement. If you do not exclude yourself, and the Court approves the Settlement, you will be bound by the Court's orders and judgments, even if you do not file a claim.

What can I get? Under the proposed Settlement, Class Members who submit a Valid Claim Form postmarked by **Month Day**, 2024, are entitled to:

- 1) **Expense Reimbursement:** a cash payment of up to \$150 per Class Member for out-of-pocket expenses, including up to three hours of lost time related to the Security Incident (up to \$25 dollars per hour) and/or documented expenses or monetary loss as outlined in the Settlement Agreement; or
- 2) **Fixed Cash Payment:** a cash payment of up to \$60 if you select the “Fixed Pay Option” in the Valid Claim Form you submit as outlined in the Settlement Agreement.

How do I file a claim? You will be considered a member of the Settlement Class unless you timely file a Valid Exclusion Statement. Class Members may submit a claim online at [www.\[settlementwebsite\].com](http://www.[settlementwebsite].com) or via mail to the Claims Administrator at _____.

What happens next? The Court will hold a Final Approval Hearing on **Month Day**, 2024 to decide whether the Settlement is fair, reasonable, and adequate. The Court will also decide whether to approve Class Counsel’s attorneys’ fees and expenses (up to 22% of the Payment Cap) and whether to award \$5,000 to each of the two Class Representatives. You or your attorney may ask permission to speak at the hearing at your own cost.

How do I get more information? If you wish to file a claim, object to the Settlement, or exclude yourself from the Settlement, you must follow the procedures outlined on the settlement website within sixty (60) calendar days after this postcard was first mailed to you.

Notice of Class Action Settlement

If you received notice from Defendant that your personal information may have been compromised as a result of a Security Incident that occurred in May 2020, please read this notice.

**The Circuit Court of Boone County, Missouri
has preliminarily approved a class action settlement
that may affect your legal rights.**

A state court authorized this notice. This is not a solicitation from a lawyer.

Exhibit C

IN THE BOONE COUNTY CIRCUIT COURT, STATE OF MISSOURI
CIRCUIT DIVISION

CASEY BUMBALES, on behalf of
himself and all others similarly situated,

Plaintiff,

vs.

CURATORS OF THE UNIVERSITY
OF MISSOURI d/b/a MU HEALTH
CARE,

Defendant.

Case No. 20BA-CV03309
(consolidated with Case No. 21BA-
CV00182)

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

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

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

IT IS HEREBY ORDERED THAT:

1. Capitalized terms used in this Preliminary Approval Order that are not otherwise defined herein shall have the same meaning assigned to them as in the Settlement Agreement.
2. The Court has jurisdiction over the subject matter of this Consolidated Action, Plaintiffs, the Class Members, and Defendant.

3. The Court orders that, in order to effectuate the proposed settlement and for settlement purposes only, this Consolidated 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 who were notified by Defendant that their personal information may have been compromised as a result of the Security Incident. Excluded from the Settlement Class are the officers and directors of Defendant, the Judges presiding over the Bumbales Action, Kunkelman Action, and Consolidated Action, their courtroom staff, and Excluded Persons.

4. For settlement purposes only, Casey Bumbales and Amanda Kunkelman are appointed as Class Representatives.

5. For settlement purposes only, Class Counsel is appointed as follows: Bradford B. Lear and Todd C. Werts of Lear Werts LLP are appointed as Co-Lead Counsel. Troy Walton of Walton Telken, LLC, Aaron Zigler of Zigler Law Group, LLC, and Tyler J. Schneider and Kenneth Brennan of TorHoerman Law LLC are appointed as Class Executive Committee.

6. The Court recognizes that, pursuant to the Settlement Agreement, Defendant retains all rights to object to the propriety of class certification in the Consolidated Action in all other contexts and for all other purposes should the Settlement not be finally approved. 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 whatsoever, and this Order will be vacated in its entirety.

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

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

preliminarily appears adequate taking into account the factors stated in Rule 23(e)(2)(c), in that:

- (1) it appears that continued litigation would entail significant costs, risks, and delay as compared to the proposed Settlement as the Settlement was reached relatively early in the litigation process and before the expenditure of much more significant costs in time and money by the Parties;
 - (2) the Settlement provides meaningful injunctive relief and payments to certain Class Members who submit a Valid Claim Form;
 - (3) the terms of the proposed Fee Award do not appear unreasonable;
 - (4) there are no “side-deals” as part of this Settlement;
- d. The Settlement Class numbers more than 189,736 people which is sufficiently numerous that joining all parties into a single action would be impractical;
- e. The Class Members assert common claims challenging Defendant’s acts and omissions related to its data security through the same legal theories under Missouri law;

- f. The Class Members' claims are typical of one another in that they seek the same sorts of relief for the same alleged wrongs;
- g. The Class Representatives have adequately represented the Settlement Class in that they have taken the steps necessary to achieve this Settlement, including hiring competent counsel who have no conflicts of interest with the class and by vigorously litigating this case to its proposed conclusion;
- h. The common questions related to Defendant's security systems 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 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 Notice Form, substantially in the form as Exhibits B and D to the Settlement Agreement, and finds that these accurately reflect the nature of the claims and the proposed Settlement, and that the objection procedure is stated in clear language and is reasonably and practicably calculated to inform Class Members of the pendency of the Consolidated Action and their rights, among other things, to opt out of the Settlement, to object to the Settlement, and to attend the Final Approval Hearing. The Notice Form, therefore, meets the requirements of Rule 52.08 and requirements of due process. The Court

further finds that the procedure for dissemination of the Notice Packages in the manner described in the Settlement Agreement has a reasonable chance of reaching a substantial percentage of the Class Members and constitutes the best notice practicable under the circumstances. In addition, the Court finds that no notice other than that specifically identified in the Settlement Agreement is necessary in this Consolidated Action. The Parties, by agreement, may revise the Notice Form and Claim Form by agreement in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting for publication.

10. The Court appoints Epiq Class Action and Claims Solutions to serve as the Claims Administrator and to perform duties in accordance with the Settlement Agreement.

11. The mailing and distribution of the Notice Form and Notice Packages as set forth in the Settlement Agreement shall proceed. The Claims Administrator is authorized to mail the Notice Form and Notice Packages, after they are updated with the appropriate dates and deadlines consistent with the Settlement Agreement, to the applicable Class Members as provided in the Settlement Agreement.

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

13. As explained on the long-form class notice attached to the Settlement Agreement as Exhibit D, Class Members shall be entitled to exclude themselves by written statement expressly requesting exclusion from the Settlement on or before the applicable Objection/Exclusion Deadline. To be valid, the Exclusion Statement must contain the Class Members' name, address, and intention to be excluded. To be valid, the Exclusion Statement must be personally signed by the person requesting exclusion. Any such Exclusion Statement must be submitted to the Claims Administrator in the manner, form, and by the deadline as explained on the Class Notice. No Class Member, or any person acting on behalf of, in concert with, or in participation with that Class Member, may request exclusion from the Settlement Class of any other person within the Settlement Class.

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

15. Any Class Member who has not requested exclusion from the Settlement Class and who wishes to object to any aspect of the Settlement Agreement, including the amount of the attorneys' fees, costs, and expenses that Class Counsel intends to seek and the payment of the Incentive Award to the Class Representatives, may do so, either personally or through an attorney, by filing a written objection, together with the supporting documentation as set forth in Section VI.34 of the Settlement Agreement, with the Clerk of the Court, and served upon Class Counsel, Defendant's Counsel, and the Claims Administrator no later than the Objection/Exclusion Deadline. Addresses for Class Counsel, Defendant's Counsel, and the Clerk of Court are as follows:

COURT	CLASS COUNSEL	DEFENDANT'S COUNSEL
Circuit Court of Boone County, Civil Actions 705 E. Walnut Street Columbia, MO 65201	Todd C. Werts Lear Werts LLP 103 Ripley Street Columbia, MO 65201	Jena Valdetero Greenberg Traurig, LLP 77 West Wacker Drive, Suite 3100 Chicago, IL 60601

16. Any Class Member who has not submitted a Valid Claim Form or Valid Exclusion Statement and who intends to object to the Settlement must state, in writing, all objections and the basis for any such objection(s), and must also include or attach: (i) his/her full name, address, and current telephone number; (ii) the case name and number of this Consolidated Action; (iii) information or documents sufficient to allow the Parties to confirm that the objector is a Class Member; (iv) a statement of such Class Member's specific objections; (v) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; (vi) the identification of any other objections he/she has filed, or has had filed on his/her behalf, in any other class action cases in the last four years; (vii) a list of any witnesses the Class Member objector may call to testify at the Final Approval Hearing; (viii) a list of all exhibits the Class Member objector intends to introduce into evidence at the Final Approval Hearing (which must also be attached to the objection); and (ix) the objector's signature. If represented by counsel, the objecting Class Member must also provide the name and telephone number of his/her counsel.

17. Objections not filed and served in accordance with this Preliminary Approval Order shall not be received or considered by the Court. Any Class Member who fails to timely file and serve a written objection in accordance with this Preliminary Approval Order shall be deemed to have waived, and shall be forever foreclosed from raising, any objection to the Settlement, to the fairness, reasonableness, or adequacy of the Settlement, to the payment of attorneys' fees, costs, and expenses, to the payment of any Incentive Award, and to the Final Judgment and the right to appeal same. A Class Member who has not submitted a Valid Claim Form or Valid Exclusion Statement and who has timely and properly filed and served a written objection in compliance with the Settlement Agreement, must appear at the Final Approval Hearing in person or through counsel to show cause why the proposed Settlement should not be approved as fair, reasonable, and adequate. Only Class Members may object to the Settlement. An objector may withdraw his/her objection(s) at any time. The Parties may file with the Court written responses to any filed objections at or prior to the Final Approval Hearing.

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

19. Any Class Member who has submitted a Valid Claim Form or Valid Exclusion Statement may not submit objections to the Settlement. Class Members cannot both object to and exclude themselves from the Settlement. Any Class Member who attempts to both object to and exclude himself/herself from the Settlement will be deemed to have excluded himself/herself and will forfeit the right to object to the Settlement or any of its terms.

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

21. Class Counsel may file any motion seeking an award of attorneys' fees and costs not to exceed 22% of the Payment Cap, as well as an Incentive Award of \$10,000.00 for the Class Representatives (\$5,000 for Plaintiff Bumbales and \$5,000.00 for Plaintiff Kunkelman) (the "Fee and Expense Application"), by no later than fourteen (14) calendar days before the Final Approval Hearing.

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

23. In the event that the Effective Date as defined in the Settlement Agreement does not occur, the Settlement, the Settlement Agreement, and this Preliminary Approval Order shall be deemed null and void and shall have no effect whatsoever, other than the non-admission provisions in Paragraphs 9, 57-59, and 80-82 of the Settlement Agreement, which shall remain in effect. In such case, nothing in the Settlement 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 Consolidated Action or any other matter.

24. Pending the Court's final determination of the fairness, reasonableness, and adequacy of the proposed Settlement, Plaintiffs and all Class Members and anyone acting on behalf of any Class Member shall be barred and enjoined from: (a) further litigation in this Consolidated Action; (b) instituting, filing, or taking any action directly or indirectly, to commence, prosecute, pursue or participate on an individual or a class or collective action basis any action, claim, or proceeding against Defendant or the Defendant 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.

25. The Final Approval Hearing is hereby scheduled to be held before the Court on _____, 2024 at 9:00 a.m. in Division IV of the Boone County Circuit Court (or at such other time or location as the Court may without further notice direct). If circumstances require it, the Court will order counsel to arrange to conduct the hearing via teleconference and will require Class Counsel to provide log-in information to any Class Members who have filed appropriate documents indicating an intent to appear. The purpose of the Final Approval Hearing will be as follows:

- a. To determine whether the proposed Settlement of this Consolidated Action, as set forth in the Motion should be approved as fair, reasonable,

and adequate to the Settlement Class, and whether a Final Judgment approving the Settlement should be entered;

- b. To consider Class Counsel's Fee and Expense Application;
- c. To consider any Incentive Award for the service of the Class Representatives; and
- d. To rule upon such other matters as the Court may deem appropriate.

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

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

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

IT IS SO ORDERED.

Date

Hon. Joshua C. Devine
CIRCUIT JUDGE, Div. IV

Exhibit D

CIRCUIT COURT
OF BOONE COUNTY, MISSOURI

Notice of Class Action Settlement

If you received notice from Defendant that your personal information may have been compromised as a result of a Security Incident that occurred in May 2020, please read this notice.

**The Circuit Court of Boone County, Missouri
has preliminarily approved a class action settlement that may affect your legal rights.**

A state court authorized this notice. This is not a solicitation from a lawyer.

- A class action settlement has been reached in the case of *Casey Bumbales v. MU Health Care*, Case No. 20BA-CV03309 pending in the Circuit Court of Boone County, Missouri in Columbia, Missouri.
- On **Month Day**, 2024, the Court preliminarily approved this settlement and, by agreement of the Parties, certified this lawsuit to proceed as a class action for settlement purposes only.
- If you received notice from Defendant that your personal information may have been compromised as a result of a Security Incident that occurred in May 2020 at Defendant, you are a member of the Settlement Class. Excluded from the Settlement Class are all those persons who timely and validly request exclusion from the Settlement Class.
- If you are a Class Member, then you may be entitled to compensation under the terms of a proposed settlement. If you are a Class Member and you wish to file a claim, object to the Settlement, or exclude yourself from the Settlement, you must do so following the procedures outlined in this notice.
- This notice is to advise you of the status of the lawsuit, the terms of the proposed Settlement, and your rights in connection with the proposed Settlement. This is not a lawsuit against you. A full copy of the Settlement Agreement may be reviewed at the Settlement Website at [www.\[settlementwebsite\].com](http://www.[settlementwebsite].com). This Notice contains only a summary of the Settlement Agreement.
- Your legal rights are affected whether you act or don't act. **Read this notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT

ACTION	EXPLANATION	DUE DATE
DO NOTHING	You will be included in the Settlement Class, but receive no benefits. You will be bound by the Court’s judgment, and release claims against Defendant relating to the Security Incident.	No deadline
SUBMIT A CLAIM FORM	<p>Class Members can choose to submit a claim to receive Settlement benefits. For more information about submitting a claim, see question 7.</p> <p>If you submit a Valid Claim Form, assuming the Court approves the Settlement, you will receive a Participating Class Member Payment. You will be bound by the Court’s judgment and release claims against Defendant relating to the Security Incident.</p>	<p>Month Day, 2024 [Notice + 60 days]</p>
ASK TO BE EXCLUDED	If you choose to exclude yourself (opt out), you will not be included in the Settlement. You will receive no benefits and you will not release any claims you may have against Defendant relating to the Security Incident.	<p>Month Day, 2024 [Notice + 60 days]</p>
OBJECT	If you wish to object to the Settlement, you must file your objection in writing with the Clerk of the Court, and send a copy of your objection to the attorneys for all Parties. If you exclude yourself from the Settlement, you cannot file an objection. Class Members who do not timely make their objections in this manner will be deemed to have waived all objections and shall not be heard or have the right to appeal approval of the Settlement. If you file an objection and wish it to be considered, <u>you must also appear</u> at the Final Approval Hearing, in-person or through counsel, to show cause of why the proposed Settlement should not be approved as fair, reasonable, and adequate.	<p>Month Day, 2024 [Notice + 60 days]</p>

BASIC INFORMATION

1. Why did I receive notice of this settlement?

You received postcard notice of this Settlement because records show that you received notice from Defendant that your personal information may have been compromised as a result of the Security Incident in May 2020. If these records are correct, you are a Class Member, and you are entitled to receive Settlement benefits if you submit a Valid Claim Form to the Claims Administrator before the deadline and if the Court grants final approval of the Settlement. You also have other options as described in this notice.

2. What is a class action and who is involved?

In a class action lawsuit, one or more people called “class representatives” (in this case, Casey Bumbales and Amanda Kunkelman) sue on behalf of other people who have similar claims. The people together are a “class.” The class representatives who sue—and all the class members like them—are called plaintiffs. The entity they sued (in this case, The Curators of the University of Missouri on behalf of MU Health Care) is called the Defendant. One court resolves the issues for everyone who does not exclude himself/herself.

3. Why is this lawsuit a class action?

The Court has preliminarily decided that this lawsuit can proceed as a class action for settlement purposes only because it meets the requirements of Missouri Supreme Court Rule 52.08. Specifically, the Court found that, for settlement purposes only, there are a sufficient number of people who were affected by the Security Incident at issue in this case, that there are legal questions common to each of them, that the Class Representatives will fairly and adequately represent the Settlement Class’s interests; and that this class action will be more efficient than having many individual lawsuits.

4. What is this lawsuit about?

The Class Representatives filed a Class Action Petition (Bumbales) and a Class Action Complaint (Kunkelman) (collectively, “Petition”) against Defendant, which were consolidated into a single case (hereafter the “Consolidated Action”). The Petition alleges that Defendant acted unlawfully by failing to prevent the Security Incident. The Class Members claimed that Defendant failed to fulfill its legal duty to adequately secure and safeguard the information of the Class Representatives and Class Members and that Defendant breached promises made to the Class Representatives and Class Members concerning the security of their data.

Defendant has denied and continues to deny the allegations asserted by the Class Representatives in the Consolidated Action and contends that Defendant was and is in compliance with applicable state and federal law. The Court has not made any ruling on the merits of this case. To resolve this matter without the expense, delay, and uncertainties of continued litigation, the Parties have reached a Settlement, which resolves all claims against Defendant. The Settlement is not an admission of wrongdoing by Defendant and does not imply that there has been, or would be, any finding that Defendant violated the law. The Court has already preliminarily approved the Settlement. Nevertheless, because the settlement of a class action determines the rights of all members of the class, the Court overseeing this lawsuit must give final approval to the Settlement before it can be effective. The Court has certified the Settlement Class for settlement purposes only and subject to final approval of the Settlement, so that members of the Settlement Class can be given this notice and the opportunity to submit a Claim Form, to object to the Settlement, or to exclude themselves from the Settlement Class. If the Court does not grant final approval of the Settlement, or if it is terminated by the Parties, the Settlement will be void, and the lawsuit will proceed as if there had been no settlement and no certification of the Settlement Class.

5. How do I know if I am part of the settlement?

The following Settlement Class has been certified by the Court subject to final approval of the Settlement: all individuals who were notified by Defendant that their personal information may have been compromised as a result of the Security Incident. The “Security Incident” means the data incident occurring between May 4-6, 2020, giving rise to the Consolidated Action, as further described in the Petition. You will be considered a member of the Settlement Class unless you timely file a Valid Exclusion Statement.

6. What does the Settlement Provide?

If the Court grants final approval, Class Members who submit Valid Claim Forms are entitled to the following settlement benefits:

- 1) **Reimbursement:** a cash payment of up to \$150 per Class Member for out-of-pocket expenses, including up to three hours of lost time related to the Security Incident (up to \$25 dollars per hour) and/or documented expenses or monetary loss as outlined in the Settlement Agreement; or
- 2) **Fixed Cash Payment:** a cash payment of up to \$60 if you select “Fixed Pay Option” in the Valid Claim Form you submit as outlined in the Settlement Agreement.

Reimbursement Terms: Defendant will pay up to a total of \$8,000,000 for all Class Members’ valid claims for Reimbursement and Fixed Cash Payments, payments to Class Representatives, Fee Award, and Administrative Expenses. To receive compensation for out-of-pocket losses / lost time incurred due to the Security Incident, or a Fixed Cash Payment, you must submit a Valid Claim Form by [NOTICE DATE + 60 days]. Claims for Lost Time will be compensated at up to \$25.00 per hour (up to three hours per Class Member) upon attestation, made subject to the penalties of perjury, by the Class Member that the time was spent as a result of the Security Incident. If a claim for reimbursement and is determined to be deficient, the Class Member will receive a Notice of Deficient Claim and given an opportunity to cure the defect. If the defect cannot be cured following, then the Class Member shall be notified that he/she has fourteen (14) calendar days to make a claim for a Fixed Cash Payment. If the valid claims for Reimbursement and Fixed Cash Payments submitted by Class Members, payments to Class Representatives, Fee Award, and Administrative Expenses exceed a total of \$8,000,000, all claims will be reduced on a pro rata basis prior to payment. The amount you are entitled to receive depends on several factors, including how many Valid Claim Forms are filed before the Claims Deadline. You can look at the Claim Form [Link to Claim Form] to see an explanation of the types of loss that will be considered, as well as specific documentation requirements.

Remedial Measures: The Settlement also provides remedial relief for all Class Members, regardless of whether you make a claim in the Settlement, including use of two-factor authentication for Defendant’s electronic mail system and training for five years with appropriate training.

Fees, Costs, and Expenses Associated with the Settlement: The parties estimate that the fees, costs, and expenses associated with the Settlement will be as follows: (i) Settlement Administration Costs estimated to be One Hundred Thousand Dollars (\$100,000); (ii) a Fee Award, to be requested by Class Counsel, not to exceed 22% of the Payment Cap; and (iii) an Incentive Award, to be requested by the Class Representatives, not to exceed Five Thousand Dollars (\$5,000) to each Class Representative.

For those Class Members entitled to a cash payment, the exact amount of such payment is unknown at this time and may vary depending on several factors, including the costs of the other expenses to be paid from the Settlement. The Claims Administrator will calculate the final amount that is due to each eligible Participating Class Member and shall pay settlement distributions directly to each eligible Class Member who timely returns a completed Valid Claim Form and who does not actively remove himself or herself from the Class and who otherwise qualifies for the distribution.

7. How do I receive a benefit?

If you are an eligible Class Member and you do not exclude yourself from the Settlement, and if you wish to receive a payment from the Settlement, then you must make a valid claim by Month Day, 2024. (Notice + 60 Days)

Claims can be filed online at [www.\[settlementwebsite\].com](http://www.[settlementwebsite].com) by Month Day, 2024 or by mailing your Claim Form to the Claims Administrator at _____. You may also contact the Claims Administrator toll-free at 1-877-123-4567 with any questions. Late claims for distribution will not be paid.

If the Settlement is approved by the Court after the Final Approval Hearing, and if you have timely submitted a Valid Claim Form for Reimbursement or a Fixed Cash Payment by the deadline of Month Day, 2024, you will be sent a Participating Class Member Payment for your monetary share of the Settlement.

8. How will I receive payments?

The Claims Administrator will issue a check to each Class Member entitled to a Participating Class Member Payment following the final approval of the Settlement.

The Parties cannot predict exactly when (or whether) the Court will give final approval to the Settlement, so please be patient. However, if the Court finally approves the Settlement, you will be paid, if eligible, within 21 calendar days after the Effective Date of the Settlement. If there is an appeal of the Settlement, payment may be delayed. Updated information about the case can be obtained through Class Counsel at the telephone number or email address provided below.

YOUR RIGHTS AND OPTIONS

10. What happens if I do nothing at all?

If the Court grants final approval of the Settlement, and you do nothing, then you will be bound by the Court's Final Judgment that will forever bar you from pursuing any claim against Defendant and the Defendant Released Parties related to the Security Incident that occurred in May 2020, and you will receive no payment from the Claims Administrator.

11. Why would I ask to be excluded?

If you already have your own lawsuit against Defendant about the same claims in this lawsuit and want to continue with it, you need to ask to be excluded from the Class. If you exclude yourself, you will not be legally bound by the Court's judgment in this case. If you start your own lawsuit against Defendant after you exclude yourself, you'll have to hire and pay your own lawyer for that lawsuit, and you'll have to prove your claims. If you do exclude yourself so you can start or continue your own lawsuit against Defendant, you should talk to your own lawyer.

12. How do I ask the Court to exclude me in this case?

You have the right to exclude yourself from (i.e., "opt out" of) the Settlement Class. If you exclude yourself, you will be giving up the right to receive any payment and the right to object, but you will not be releasing the claims that are released in the Settlement.

To exclude yourself from the Class, you must inform the Claims Administrator in writing of your name, address, and your intention to be excluded. The Exclusion Statement must contain the name, address, and telephone number of the Class Member to be valid. It must also contain the words: "I elect to exclude myself from the settlement in *Casey Bumbales v. Curators of the University of Missouri d/b/a MU Health Care*" and be signed in order to be valid. All requests for exclusion must be submitted, signed, and mailed to the Claims Administrator and postmarked no later than **[NOTICE + 60 DAYS]**. If you return a late request for exclusion, the request will be deemed invalid, and you will remain a member of the Class and will be bound by all of the terms of the Settlement.

YOU CANNOT EXCLUDE YOURSELF BY TELEPHONE OR BY SENDING AN EMAIL.

DO NOT SUBMIT BOTH A CLAIM FORM AND A REQUEST FOR EXCLUSION. IF YOU SUBMIT BOTH A CLAIM FORM AND A REQUEST FOR EXCLUSION, YOUR CLAIM FORM WILL BE DISREGARDED.

13. How do I object to the settlement?

You have the right to object to the Settlement if you wish. To object, you must file a written statement with the Clerk of the Court, Circuit Court of Boone County, 705 E. Walnut, Columbia, Missouri 65201, no later than **[NOTICE + 60 DAYS]**. You must also mail a copy of your objection to the following two places postmarked no later than **[NOTICE + 60 DAYS]**:

CLASS COUNSEL	DEFENDANT'S COUNSEL
Todd C. Werts Lear Werts LLP 103 Ripley Street Columbia, MO 65201	Jena Valdetero Greenberg Traurig, LLP 77 West Wacker Drive, Suite 3100 Chicago, IL 60601

A copy of your objection must also be mailed or submitted through the Settlement Website to the Claims Administrator at the following address: **[INSERT]**

Your objection must: (i) include your full name, address, and telephone number; (ii) state the case name and number of this Consolidated Action; (iii) attach documents establishing or provide information sufficient to allow the Parties to confirm you are a Class Member; (iv) include a statement of your specific objections; (v) state all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; (vi) identify any other objections you have filed, or have had filed on your behalf, in any other class action cases in the last four years; (vii) provide a list of witnesses you may call to testify and exhibits you intend to introduce as evidence at the Final Approval hearing; and (viii) be signed by you.

If you file an objection and wish it to be considered, you must also appear at the Final Approval Hearing, which will be held on **[FINAL APPROVAL DATE]**, in Division IV of the Boone County Courthouse, 705 E. Walnut, Columbia, MO 65201, in-person or through counsel to show cause of why the proposed Settlement should not be approved as fair, reasonable, and adequate.

You will not be excluded from the Settlement by filing an objection. If you exclude yourself from the Settlement or submit a Valid Claim Form, you cannot file an objection.

Any attorney you may hire for the purpose of making an objection must file his or her Entry of Appearance on or before **[NOTICE + 60 DAYS]**. The Entry of Appearance shall be filed with the Clerk of the Court with a copy served upon Class Counsel and Defendant's Counsel in accordance with Missouri Supreme Court Rules.

Any Class Member who does not timely file and serve this written objection will not be permitted to raise an objection, except for good cause shown, and any Class Member who fails to object in the manner described above will be deemed to have waived objections to the claim and will be foreclosed from raising any objections.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

For purposes of this settlement, the Class Representatives and the Settlement Class are represented by both Co-Lead Counsel and a Class Executive Committee. Co-Lead Counsel are Bradford B. Lear and Todd C. Werts of Lear Werts LLP, 103 Ripley Street, Columbia, Missouri 65201. The Class Executive Committee is comprised of Troy Walton of Walton Telken, LLC, Aaron Zigler of Zigler Law Group, LLC, and Tyler Schneider and Kenneth Brennan of TorHoerman Law LLC.

You will not be personally charged for their work on the case (which is being paid out of the Settlement Fund). If you want to be represented by your own lawyer, you may hire one at your own expense.

15. Is there a release or waiver of claims?

Yes. Unless you affirmatively exclude yourself, you will agree to the “Release” of claims as described in Section V of the Settlement Agreement. That means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or other Defendant Released Parties for any of the Released Claims. It also means that the Court’s orders will apply to you and legally bind you. You may view the Settlement Agreement for the full language of the claims you will give up if you remain in the Settlement by visiting [www.\[settlementwebsite\].com](http://www.[settlementwebsite].com) [redacted] or requesting a copy from the Claims Administrator.

THE COURT’S FINAL APPROVAL HEARING

16. When and where will the Court decide whether to approve the settlement?

The Court has already granted preliminary approval of the Settlement. The Court will hold a Final Approval Hearing on **Month Day**, 2024 at 9:00 a.m. in the Boone County Courthouse, Division IV, 705 E. Walnut, Columbia, MO 65201. The Final Approval Hearing may be continued to a future date without further notice. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider and rule on them. The Court may also decide how much to pay Class Counsel. After the hearing, the Court will decide whether to approve the Settlement.

If the Court does not approve the Settlement, if it approves the Settlement and the approval is reversed on appeal, or if the Settlement does not become final for some other reason, you will not be paid at this time, and Class Members will receive no benefits from the Settlement. Plaintiffs, Defendant, and all of the Class Members will be in the same position as they were prior to the execution of the Settlement, and the Settlement will have no legal effect, no class will remain certified (subject to approval or otherwise), and the Plaintiffs and Defendant will continue to litigate the Consolidated Action. There can be no assurance that if the Settlement is not approved, the Settlement Class will recover more than is provided in the Settlement, or indeed, anything at all.

17. Do I have to come to the hearing?

No, unless you have filed an objection. Class counsel will answer questions the Court may have. But you are welcome to come at your own expense. If you send an objection, you have to come to Court to talk about it. You may also pay your own lawyer to attend, but it’s not necessary.

MORE INFORMATION

18. Are more details available?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Agreement at [www.\[settlementwebsite\].com](http://www.[settlementwebsite].com) or by calling the Claims Administrator toll-free at **1-877-123-4567**.

Please do not contact the Court Clerk, the Judge, Defendant’s Counsel, or Defendant; they are not in a position to give you any advice about the Settlement.

19. What are the important deadlines?

The following are the important dates and deadlines under the proposed Settlement:

- Last Day to Submit Request for Exclusion: **[NOTICE + 60 DAYS]**
- Last Day to File and Serve Objections: **[NOTICE + 60 DAYS]**
- Last Day to File a Claim Form: **[NOTICE + 60 DAYS]**
- Final Approval Hearing: **Month Day**, 2024