

**IN THE CIRCUIT COURT OF ST. LOUIS COUNTY
STATE OF MISSOURI**

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

Plaintiffs,

vs.

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

Defendants.

Case No. 2422-CC00888

**PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS
SETTLEMENT**

On February 14, 2025, the Court issued its Order Granting Preliminary Approval of the Settlement, finding that “the likelihood of final approval of the Settlement Agreement is sufficient to warrant notice to the class members as specified in the Settlement Agreement.” *See* Order, ¶7. The Settlement provides direct cash benefits to those class members making claims and provides a comprehensive release for the Defendants and dismissal of claims. Settlement Class Members have been notified of the terms of the Settlement, including the available monetary relief, the allocation formula, and their right to object to or opt out of the Settlement.

The Class Representatives now seek final approval of the Settlement, final certification of a Settlement Class, final appointment of Class Counsel, and entry of final approval order so that payment and credit monitoring may be distributed to the Settlement Class. The parties' Settlement of this action is fair, reasonable, and adequate under the governing legal standards and satisfies all of the criteria for final approval. For these reasons, and those more fully explained herein, the Court should finally approve the Settlement.

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1. Procedural history

The history of this litigation is fully set forth in Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement and Memorandum in Support filed on January 23, 2024. ECF No. 21. For purposes of efficiency, Plaintiffs incorporate the Background section contained in that Brief. The Court granted Plaintiffs' Motion for Preliminary Approval of the Settlement on February 23, 2025. See ECF No. 23, Order Granting Preliminary Approval of Settlement ("Prelim. Approval Order"). The Court, *inter alia*, (1) preliminarily approved the Settlement as fair, reasonable, and adequate, (2) conditionally certified the Settlement Class, (3) appointed Class Counsel, (4) approved the Settlement Class Notice, and scheduled a Final Approval Hearing for June 27, 2025. *Id.*

As explained in the motion for preliminary approval, the parties were unable to reach an early settlement in this case with the aid of experienced mediator, Thomas V. Bender. **Ex. 1** Joint Decl. at ¶ 4. Settlement was only achieved through a day-long negotiation conducted after informal discovery, and after each side had fully set out their legal positions in their respective mediation briefs. *Id.* at ¶¶ 13–14.

2. Nature of the dispute and terms of the settlement

For its part, Defendants deny Plaintiffs' claims in their entirety and deny any wrongdoing, but wish to avoid the uncertainty and risk attendant with further litigation. The Settlement is a reasonable compromise of the claims at issue. **Ex. 1** Joint Decl. at ¶ 16. The Settlement Class is comprised of Class Representatives M.W., D.L., T.K., and Elizabeth Tague and nearly 80,000 other current and former employees, students and patients of Defendants whose information was potentially impacted by the Security Incident at issue (collectively, "Class Members"). The Settlement provides direct cash benefits for Class Members that made valid and timely claims. *Id.*

at ¶ 15. The Settlement provides certainty to the Class Members as to the outcome of the litigation and it eliminates the expense to all parties of a continued litigation. *Id.* Each Settlement Class Member was given an opportunity to submit a claim form, including a second reminder notice, to receive material benefits under the Settlement Agreement.

The operative terms of the proposed Settlement are:

- Defendants will receive a release of the claims asserted in the Petition;
- Class Members that opt out will preserve any claims against Defendants;
- Class Members had the option to either make a claim for a *pro rata* cash payment (estimated at \$100.00) or to seek reimbursement of up to Three Hundred Dollars (\$300.00) for documented losses related to this Cybersecurity Incident;
- Class Members could additionally make a claim for up to one year of three-bureau credit monitoring, including identity theft insurance coverage for up to \$1,000,000 and fully managed identity recovery services;
- Putative Class Counsel seek attorneys' fees in the amount of \$700,000 and reimbursement of reasonable litigation costs in the amount of \$4,048.51; and
- In recognition of their service to the class, the Class Representatives each seek approval of a service award in the amount of \$2,500.00 for each Class Representative. *Id.* at ¶¶ 10, 15.

3. Settlement administration and notice

As described in the Motion for Preliminary Approval, the administration and notice procedure was specifically tailored in order to provide every putative Class Member with direct written notice of the Settlement. The detailed notice paperwork fully described the Settlement terms and provided information allowing Class Members to opt out, object, or obtain additional information directly from Class Counsel, among other things. In compliance with the Settlement Agreement and

consistent with the Court’s Preliminary Approval Order, Defendants provided the Claims Administrator with a mailing list of the individuals identified as Class Members (“Class List”) and worked extensively to obtain and verify this information. The Class List included names and last known addresses of all Class Members. On March 14, 2025, the Claims Administrator initiated the mailing of 78,604 paper notices. Eisner Decl. at ¶ 7. Additionally, the Claims administrator executed supplemental mailing for 3,690 Class Members for which the notice was not deliverable but for which Eisner was able to obtain an alternative mailing address through reasonable inquiry methods, such as skip trace searches. *Id.* In total, only 5,352 of the combined 82,214 initial and supplemental notices were returned as undeliverable, representing a 92.55% notice reach. *Id.* ¶ 12. After the conclusion of the claims period, the Claims Administrator received no requests for exclusion and no objections to the Settlement. *Id.* at ¶¶ 14-15.

4. The settlement approval process

A class action settlement must be approved by the Court to be effective. *See* Rule 52.08(e). Approval of a proposed class action settlement is a matter within the discretion of the Court. *See State ex rel. Byrd v. Chadwick*, 956 S.W.2d 369, 375 (Mo. App. 1997). Indeed, the law favors settlement, particularly in class actions and other complex cases where substantial resources can be conserved by avoiding the time, cost, and rigor of prolonged litigation. *See State Farm Mut. Auto. Ins. Co. v. MFA Mut. Ins. Co.*, 671 S.W.2d 276, 279 (Mo. banc 1984) (“Settlements are favored in the law....”); *see also* 4 NEWBERG ON CLASS ACTIONS § 13:44 (5th ed. 2020) (“The law favors settlement, particularly in class actions and other complex cases where substantial resources can be conserved by avoiding lengthy trials and appeals.”).

Approval of a class action settlement is generally a three-step process. *See Byrd*, 956 S.W.2d at 382-83; *see also* 4 NEWBERG ON CLASS ACTIONS § 13:10 (endorsing multi-step process,

including “preliminary approval”; notice period and fairness hearing; and “final approval”). Here, two of the steps have been completed: (1) the Court has preliminarily ruled that the settlement is “fair, reasonable, and adequate” and (2) has scheduled a final approval hearing and ordered notice to the class members to give them an opportunity to opt out or voice objections to the settlement. *See Roberts v. The Source for Public Data LP*, 2010 WL 2195523, *1–5 (W.D. Mo. May 28, 2010); *see* Preliminary Approval Order.

After the Court’s order preliminarily approving the Settlement, notice was provided to the class by first mailing and the establishment of a website to provide information and allow online claim filing, www.stlouisuniversitydataincident.com. **Ex. 1** Joint Decl. at ¶¶ 6-7. As of the date of this filing, only no Class Members have objected to the settlement, and no Class Members have excluded themselves from the case despite having a sufficient period within which to have done so. *Id.* ¶ 9.

To date, 2,691 potential class members have made claims. **Ex. 2** Eisner Decl. At ¶ 13.

With steps 1 and 2 of the approval process complete, the Court now must decide whether to give final approval to the Settlement after accounting for all information obtained during the approval process. *See Byrd*, 956 S.W.2d at 389. “Ultimately, the court must examine whether the interests of the class are better served by settlement than by further litigation.” *Casey v. Coventry Healthcare of Kansas, Inc.*, 2012 WL 860395, *1 (W.D. Mo. Mar. 13, 2012). Having provided notice and receiving very limited complaints, objections, or a significant number of exclusions, the Court can now grant final approval of the Settlement.

4.1. Courts begin their review by presuming that the settlement is fair to the class.

“The law strongly favors settlements. Courts should hospitably receive them.” *Little Rock Sch. Dist. v. Pulaski County Special Sch. Dist. No. 1*, 921 F.2d 1371, 1383 (8th Cir. 1990). This

preference is particularly strong “in class actions and other complex cases where substantial judicial resources can be conserved by avoiding formal litigation.” *Cohn v. Nelson*, 375 F. Supp. 2d 844, 852 (E.D. Mo. 2005) (internal quotations omitted); *Marshall v. Nat’l Football League*, 787 F.3d 502, 508 (8th Cir. 2015) (“A settlement agreement is presumptively valid.”) (internal quotations omitted).

Here, Class Counsel believes that the Settlement provides Class Members with a substantial recovery. **Ex. 1** Joint Decl. ¶¶ 15-16. This recovery is within the range of comparable settlements of data breach class actions and reflects significant relief to the Class Members, especially in light of the risks inherent in proceeding to trial and any subsequent appellate proceedings. *Id.*; see *Vigil v. Finesod*, 779 F. Supp. 522, 526 (D.N.M. 1990) (“If the proposed settlement is not approved, the result will be a much more complicated and expensive course of litigation and there is no assurance that the final result will in any way be superior.”). “Although the Court is not bound by counsel’s opinion, their opinion nevertheless is entitled to great weight.” *In re BankAmerica Corp. Sec. Litig.*, 210 F.R.D. 694, 702 (E.D. Mo. 2002).

4.2. Each of the factors the Court may review favors approval.

The federal class action rule sets forth certain additional factors that federal courts consider when evaluating a settlement. Though not a mandatory analysis for this Court to conduct, these factors broadly encompass the primary considerations regarding whether the Settlement should be approved. *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). Fed. R. Civ. Proc. 23(e)(2) requires that for a settlement to bind the class, the Court must hold a hearing and find that the proposed settlement is fair, reasonable, and

adequate after considering the Rule 23(e)(2) factors. As shown below, each of these factors weigh in favor of approving the proposed Settlement.

The Class Representative and Class Counsel have adequately represented the Settlement Class.

Class Counsel are experienced in the area of class action litigation, having litigated hundreds of such cases around the country. *See Ex. 1* Joint Decl. ¶ 16; *see also* Firm Resumes (submitted as part of Exhibit 3 to preliminary approval motion). Class Counsel also reviewed the necessary discovery exchange ahead of settlement negotiations, and worked with the Class Representatives to determine the strengths and weaknesses of the case. *See Ex. 1* Joint Decl. ¶¶ 4, 14-16. Similarly, the Class Representatives have done everything asked of them. *Id.* at ¶ 14. The Class Representatives stepped in to bring this case on behalf of the class, provided valuable information to Class Counsel, participated in the Settlement negotiations, reviewed and approved the Settlement Agreement, and have at all times represented the interests of the members of the Settlement Class. *Id.*

The Settlement Agreement was negotiated at arm's length.

The fairness of the negotiating process should be examined “in light of the experience of counsel, the vigor with which the case was prosecuted, and [any] coercion or collusion that may have marred the negotiations themselves.” *Malchman v. Davis*, 706 F.2d 426, 433 (2nd Cir. 1983). The Settlement was honestly and fairly negotiated by competent counsel through a fulsome, arms-length process, including a full day mediation with the assistance of an experienced mediator. *See Ex. 1* Joint Decl. ¶ 4. “When a settlement is reached by experienced counsel after negotiations in an adversarial setting, there is an initial presumption that the settlement is fair and reasonable.” *Marcus v. Kansas*, 209 F. Supp. 2d 1179, 1182 (D. Kan. 2002). This case was contested; Defendants is ably represented by experienced counsel and have maintained throughout that

Defendants disagrees with Plaintiff's legal and factual positions. Under these circumstances, it is clear that the deal was reached at arm's length and is not the product of any collusion, or "sweetheart deal," between the Class Representatives and the Defendant.

The costs, risks, and delay of trial and appeal

The parties naturally dispute the strength of Plaintiffs' case, and the Settlement reflects the parties' compromise of their assessments of the worst-case and best-case scenarios, weighing the likelihood of various potential outcomes. Plaintiffs' best-case scenario is class certification, surviving summary judgment, and recovery on the merits. Plaintiff's worst-case scenario is that the class is not certified, summary judgment is granted to Defendant, or Plaintiff loses at trial.

Further, litigating the case would entail significant costs to both parties and the Court. Here, the parties performed the discovery necessary to evaluate the potential damages, but stopped short of the potentially years-long process of fighting over every element of the case. The remaining certification briefing, summary judgment, potential decertification briefing, trial, and appeal would significantly tax the parties'—and the Court's—resources. And of course, extensive litigation of this type takes a substantial amount of time (usually measured in years) before Class Members can expect any recovery.

On the other hand, the Settlement ensures that Class Members – and all other students, employees and patients of Defendants – will receive the benefit of Defendant's remedial measures. And those Class Members that came forward with individual losses will be reimbursed. A certain recovery that is not maximal, but is still equitable, is preferable to the many uncertainties of continued litigation.

The notice to the Settlement Class

The Court approved the parties' notice plan at the preliminary approval stage. *See* Preliminary Approval Order, ¶¶ 9–12. Notices were mailed to 78,604 class members. **Ex. 2** Eisner Decl. ¶ 7. Of those, 8,901 notices returned as undeliverable and 3,610 were re-mailed at least once. *Id.* ¶ 12. As described herein, class administration and notification procedures were robust and employed the best mechanisms to thoroughly identify and notify Class Members at the earliest possible juncture, providing them with sufficient time to participate, opt out, or object to the Settlement. The positive Class Member response to the Settlement is a testament to its fairness and adequacy, and weighs in favor of final approval. No Class Member has objected or have excluded themselves from the Settlement. **Ex. 1** Joint Decl. at ¶ 8. Here, the absence of objections or opt-outs from the Settlement Class is significant in determining whether the proposed Settlement is reasonable to the class as a whole. This factor also favors approval of the settlement.

The plan and timing for payment of proposed Fee Award

The settlement calls for a payment of attorneys' fees and reimbursement for out-of-pocket litigation expenses constituting approximately 26% of the benefits made available by the Settlement, or \$700,000 for attorney fees and \$4,048.51 for reasonable litigation costs.

There are two ways courts typically consider attorney fee requests in class action cases – common benefit or lodestar. *See Keil v. Lopez*, 862 F.3d 685, 701 (8th Cir. 2017). The common benefit or “percentage of the benefit” approach, permits an award of fees that is equal to some fraction of the common fund that the attorneys were successful in gathering during the course of the litigation.” *Id.* (internal quotations omitted). Missouri law has long recognized the common fund doctrine requiring all parties receiving a portion of a common benefit from litigation to contribute their proportionate share of counsel fees. *See Feinberg v. Adolph K. Feinberg Hotel*

Trust, 922 S.W.2d 21, 26 (Mo. Ct. App. 1996) (collecting Supreme Court of Missouri cases dating to early 1960s). And in class action cases that result in both monetary and non-monetary benefits to the class, percentage-based fees should be based on the value for both sorts of benefits. *See Tussey v. ABB, Inc.*, 2019 WL 3859763, *2 (W.D. Mo. Aug. 16, 2019) (Laughrey, J.) (collecting authorities).

Courts in this federal circuit routinely approve and apply the “percentage-of-the-fund” approach in awarding attorneys’ fees in common benefit cases. *See Huyer v. Buckley*, 849 F.3d 395, 399 (8th Cir. 2017) (“Indeed, courts have frequently awarded attorneys’ fees ranging up to 36% in class actions.”); *see also, e.g., Rawa v. Monsanto Co.*, 934 F.3d 862, 870 (8th Cir. 2019) (approving the percentage method as one method of awarding fees); *Johnston v. Comerica Mortg. Corp.*, 83 F.3d 241, 245-7 (8th Cir. 1996) (same); *Petrovic v. AMOCO Oil Co.*, 200 F.3d 1140, 1157 (8th Cir. 1999); *In re U.S. Bancorp Litig.*, 291 F.3d 1035, 1038 (8th Cir. 2002). And at least one court has recognized that the percentage method is the preferred method for calculating fees when a common benefit is provided. *See Cromeans v. Morgan, Keegan & Co., Inc.*, 2015 WL 5785576, *2 (W.D. Mo. Sept. 16, 2015).

It is, though, sometimes necessary to evaluate class action attorney fees on a lodestar basis where “the hours expended by an attorney are multiplied by a reasonable hourly rate of compensation so as to produce a fee amount which can be adjusted, up or down, to reflect the individualized characteristics of a given action.” *Huyer*, 849 F.3d at 398 (internal quotations omitted). But that approach has been recognized as being a “cumbersome, enervating, and often surrealistic process.” *Swedish Hosp. Corp. v. Shalala*, 1 F.3d 1261, 1266 (D.C. Cir. 1993) (describing “Third Circuit task force appointed to compare the respective merits of the lodestar and percentage-of-the-fund approaches”) (quoting *Third Circuit Task Force Report*, 108 F.R.D. 237,

255 (3d Cir. 1985)); *see also New England Health Care Employees Pension Fund v. Fruit of the Loom, Inc.*, 234 F.R.D. 627, 633 (W.D. Ky. 2006) (noting (1) the lodestar method is too cumbersome and time-consuming of the resources of the Court; and (2) more importantly, the ‘percentage of the fund’ approach more accurately reflects the result achieved) (quotations omitted). Here, a lodestar analysis is unnecessary.

In cases involving fee-shifting statutes, like the Missouri Merchandising Practices Act here, the United States Supreme Court has expressed a preference that the parties agree to the amount of the fee: “A request for attorney’s fees should not result in a second major litigation. Ideally, of course, litigants will settle the amount of a fee.” *Hensley v. Eckerhart*, 461 U.S. 424, 437 (1983). Relatedly, the Supreme Court of Missouri has recognized that where a fee-shifting provision is concerned, there is not necessarily a strict relationship between the amount of the judgment and the amount of attorney’s fees. *Berry v. Volkswagen Grp. of Am., Inc.*, 397 S.W.3d 425, 431 (Mo. banc 2013). By proposing fair and reasonable attorneys’ fees the parties seek to avoid secondary litigation proscribed by *Hensley* and disagreements anticipated by *Berry*.

Here, the Settlement provides potential direct monetary benefits to the class. **Ex. 1** Joint Decl. ¶ 15. These benefits were made available through a reasonable claims process. *Id.* ¶¶ 6-9. The fact that a limited number of Class Members chose to participate in the Settlement does not diminish the value of the benefit provided. *See Berry*, 397 S.W.3d at 428–29, 433 (affirming \$6 million in fees based, in part, on provision of \$24 million benefit even though only \$125,261 in claims were made).

All Class Members have been informed in the notice that Class Counsel will seek up to \$700,000 in attorney fees, plus reasonable litigation costs. **Ex. 1** Joint Decl. ¶¶ 10-11.

4.3. The Settlement treats Class Members equitably relative to each other.

No person or group of people are treated more advantageously than another in this Settlement, and the release was narrowly tailored so that no person or group of persons is treated more disadvantageously than another. **Ex. 1** Joint Decl. at ¶17.

5. Rule 52.08 certification for settlement purposes is appropriate in this case.

As explained by the Missouri Court of Appeals in *Byrd*, even in when considering a settlement, the Court should confirm that there is sufficient basis for class certification. *See Byrd*, 956 S.W.2d at 378. That said, the same “rigorous analysis” required to certify a litigated class “simply does not apply to settlement approvals.” *Keil*, 862 F.3d at 694; *accord Byrd*, 956 S.W.2d at 377 (citing *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 617–18 (1997)).

Here, the Court certified the Class for settlement purposes in its Preliminary Approval Order. *See* Preliminary Approval Order, ¶8. Notice has been sent to the Settlement Class, and nothing has changed to affect the Court’s preliminary certification decision. **Ex. 1** Joint Decl. at ¶¶ 6-9. As such, final class certification is appropriate.

6. The proposed service awards should be approved.

The Settlement allows for a \$2,500 service award for each of the four class representatives. As described above, they have more than fulfilled their duties as Class Representative as shown by their commitment to this case through their help reviewing the facts of the case, the settlement negotiation, and review of the Settlement Agreement on behalf of the Settlement Class. *See Ex. 1* Joint Decl. at ¶¶ 14. This Service Award represents approximately 0.4% of the monetary common

settlement benefit.¹ Given the importance of the assistance provided by the Class Representatives here, the Service Award is fair and reasonable and should be approved.

7. CONCLUSION

The proposed Settlement provides an immediate, material, and fair resolution of this case. The Settlement was reached in an arm's length negotiation after sufficient discovery. The Settlement treats all Class Members fairly and provides fair compensation to Class Counsel and the Class Representatives for their work in delivering this Settlement to the Settlement Class. Adequate notice was given to the Settlement Class, and no Class Members objected to or excluded themselves from the Settlement. This Settlement strikes all the notes for a fair, adequate, and just outcome. Plaintiffs, therefore, respectfully request that the Court approve the Settlement in whole and without delay.

A proposed Final Approval of Class Settlement is attached hereto as ***Exhibit 3***.

Dated: May 12, 2025

Respectfully submitted,

By: /s/ Maureen M. Brady

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¹ See *Husein v. Bravo Brio Restaurant Group*, No. 16-cv-00435-DW, Doc. 48 (W.D. Mo. December 13, 2017) (approving service award to two named plaintiffs and early opt in of \$17,500 each); *Hermesen v. City of Kansas City*, No. 11-cv-753-BP, Doc. 115 (W.D. Mo. Sept. 22, 2014) (approving service award to named plaintiff in the amount of \$42,282.12, representing 3% of the common fund); *Wolfert v. UnitedHealth Group, Inc.*, 2009 WL 10694829, at *4 (E.D. Mo. Aug. 21, 2009) (approving Service award of \$30,000); *Matheson v. T-Bone Rest., LLC*, 2011 WL 6268216, at *9 (S.D.N.Y. Dec. 13, 2011) (approving \$45,000 service award to named plaintiff after two-and-a-half years of litigation); *Mentor v. Imperial Parking Sys., Inc.*, 2010 WL 5129068, at *5 (S.D.N.Y. Dec. 15, 2010) (approving \$40,000 service award to named plaintiff after five years of litigation); *Willix v. Healthfirst, Inc.*, 2011 WL 754862, at *7 (E.D.N.Y. Feb. 18, 2011) (approving \$30,000 service award to named plaintiff after three years of litigation).

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CERTIFICATE OF SERVICE

I hereby certify that on May 12, 2025, a copy of the foregoing was filed electronically with the Clerk of the Court to be served by operation of the Court's electronic filing system upon all counsel of record.

/s/ Maureen M. Brady
Maureen M. Brady
Attorney for Plaintiff

Exhibit 1

**IN THE CIRCUIT COURT OF ST. LOUIS COUNTY
STATE OF MISSOURI**

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

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ST. LOUIS UNIVERSITY, d/b/a
SAINT LOUIS UNIVERSITY and
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Defendants.

Case No. 2422-CC00888

**JOINT DECLARATION IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION SETTLEMENT**

In support of Plaintiffs' Motion for Final Approval of Class Action Settlement, we, Maureen Brady, Jeff Ostrow and Andrew J. Shamis, hereby declare under penalty of perjury:

1. We are the preliminarily-approved Class Counsel for Plaintiffs and the proposed Settlement Class in the above-captioned matter. We submit this declaration in support of Plaintiffs' Motion for Final Approval of Class Action Settlement.

2. The contents of this Declaration are based upon counsel's own personal knowledge, the events of this litigation, and a review of their respective firm's business records and information which are maintained on a routine basis. We incorporate by reference the statements made in the Declaration submitted in support of preliminary approval. *See* Motion for Preliminary Approval, Exhibit 3, Joint Declaration of Maureen Brady, Jeff Ostrow and Andrew Shamis in Support of Motion for Preliminary Approval.

3. As Class Counsel, our firms have been centrally involved in all aspects of this litigation from the initial investigation to the present. We have been the primary point of contact

for Plaintiffs and Class Counsel with counsel for St. Louis University and SSM-SLUH (“Defendants” or “SLU”). Class Counsel and Defendants’ counsel are experienced in class action litigation.

4. The Settlement Agreement reached by the parties was negotiated at arms-length through a full-day private mediation, is the result of hard bargaining, and provides Class Members credit monitoring and monetary benefits in compensation for out-of-pocket losses and cash payments.

5. Class Counsel prosecuted this case on a wholly contingent basis with no guarantee that their costs or time would ever be recovered or their fees ever paid. Class Counsel has not received any compensation or reimbursement for expenses during the pendency of this action.

SETTLEMENT ADMINISTRATION & CLAIMS INFORMATION

6. We have worked with the Eisner Advisory Group, LLC (“Eisner”) on several class action settlements in the past and stayed in communication with Eisner throughout settlement administration in this case. Following Preliminary Approval, Eisner established the Settlement Website permitting Class Members to submit claims online. The Settlement Website also included frequently asked questions to assist Class Members in understanding the Settlement, including in submitting a claim. Eisner reported that the Settlement website received 10,356 unique visits. Eisner also created a toll-free hotline to handle inquiries about the settlement.

7. Class Counsel worked with Eisner to design and implement the notice program, issuing over 73,000 notices to potential Class Members. During this time, Eisner provided weekly updates to Class Counsel regarding claims, objections, and opt outs. Eisner followed the Preliminary Approval Order by executing the Notice Plan, handling the Class’s claims and

inquiries about the Settlement, submitting weekly settlement claims update, and reporting the number of objections and requests to opt out of the settlement's benefits.

8. Eisner received over 2,691 valid claims for Settlement benefits. Eisner received no objections to the Settlement and no requests to opt-out of the Settlement. Attached as **Exhibit A** to this Declaration is Eisner's latest monthly settlement status report. The 2,691 claims from 79,145 Class Members comprises a current claims rate of roughly 3.4%. A 3.4% claims rate is at the higher end of claims rate in a data breach class action such as this one. Generally, data breach class actions have had average claims rates ranging between 1-3%.

9. Through our experience with working with Eisner and in administering many class action settlements, we believe the Notice Plan implemented in this case was robust, comprehensive, fair and reasonable, especially since there were no objections to the Settlement.

CLASS COUNSEL'S ATTORNEYS' FEE REQUEST IS REASONABLE

10. Class Counsel respectfully requests an award of attorneys' fees in the amount of \$700,000 and \$4,048.51 in reasonable litigation costs as compensation for time spent and expenses incurred in the litigation. In addition to this request for attorneys' fees, Class Counsel moves for \$10,000.00 in Class Representative Service Awards, providing \$2,500.00 to each of the four Class Representatives in this case: Plaintiffs M.W., D.L., T.K. and Elizabeth Tague.

11. Our firms devoted and spent significant time prosecuting this action, at the opportunity cost of working on other matters, as set forth in Plaintiffs' Motion for Final Approval of Class Action Settlement. Importantly, the parties did not discuss attorneys' fees until after all other Settlement terms were finalized, and the Settlement Class Members were informed of Class Counsel's fee request in the notice.

12. As of May 7, 2025, the lodestar to date was more than 306 hours. Significant additional time has been spent overseeing settlement administration and final approval of the Settlement Agreement. Should the Court approve this settlement, Class Counsel anticipates spending hours of additional time working on behalf of the Class to answer Class Members' questions about the Settlement and to ensure they receive their claimed Settlement benefits.

CLASS COUNSEL'S EXPENSES ARE REASONABLE

13. As of May 7, 2025, Class Counsel had incurred \$4,048.51 in expenses prosecuting this matter. Furthermore, our firms will incur additional expenses traveling to the Final Approval Hearing. We have reviewed our firm's expense records and the expense records in this litigation, and we believe that these expenses were necessary, reasonable, and directly related to this litigation. The expenses include those items for which the firms ordinarily bill their clients.

THE CLASS REPRESENTATIVES AWARD OF \$10,000.00 IS REASONABLE

14. Class Representatives M.W., D.L., T.K. and Elizabeth Tague have been formidable class representatives. Each has stayed informed about this litigation, reviewed and approved all settlement demands and counteroffers, and spent substantial time and effort protecting the Class's interests. Accordingly, the \$10,000.00 Class Representative Service Awards to Class Representative M.W., D.L., T.K. and Elizabeth Tague are reasonable given their efforts on behalf of the Class in this matter.

**THE SETTLEMENT IS FAIR, REASONABLE AND ADEQUATE
AND FINAL APPROVAL IS PROPER**

15. The Settlement provides Class Members (1) up to a total of \$2,500 per claimant for documented out-of-pocket losses; (2) a *pro rata* cash payment estimated to be \$100; and (3) up to one year of three-bureau credit monitoring, including identify theft insurance coverage up to \$1,000,000 and fully managed identity recovery services. Additionally, Defendant provided

assurances of remedial measures implemented to further secure its data systems and environments, providing significant benefit to all Settlement Class Members. This represents a substantial recovery for Class Members affected by the Data Breach.

16. Through our experience in handling many class action lawsuits, our review of similar Data Breach class actions, and our firms' pursuit of hundreds of other Data Breach class actions around the country, we have the informed opinion that the Settlement is fair, reasonable, and adequate and should receive final court approval. The Settlement provides certainty to the Class Members and relief from the expense to all parties of continued litigation.

17. All Settlement Class Members are treated equally under the Settlement and the narrowly tailored release, with no persons or groups treated differently or advantageously over another.

I declare under penalty of perjury of the laws of the State of Missouri and the United States that the foregoing is true and correct, and that this declaration was executed in Kansas City, Missouri on this 12th day of May, 2025.

/s/ Maureen Brady
Maureen Brady

I declare under penalty of perjury of the laws of the State of Florida and the United States that the foregoing is true and correct, and that this declaration was executed in Fort Lauderdale, Florida on this 12th day of May, 2025.

/s/ Jeff Ostrow
Jeff Ostrow

I declare under penalty of perjury of the laws of the State of Florida and the United States that the foregoing is true and correct, and that this declaration was executed in Miami, Florida on this 12th day of May, 2025.

/s/ Andrew J. Shamis
Andrew J. Shamis

Exhibit A

Table 1: Direct Notice Program Dissemination & Reach		
Description	Volume of Class Members	Percentage of Class Members
Class Members	79,145	100.00%
Initial Notice Mailing		
(+) Total Notices Mailed	78,604	99.32%
(-) Total Notices Returned as Undeliverable	8,901	11.25%
Supplemental Notice Mailing		
(+) Total Notices Re-Mailed	3,610	4.56%
(-) Total Undeliverable (Re-Mailed) Notices	61	0.08%
Direct Notice Program Reach		
(=) Received Direct Notice	73,252	92.55%
Table 2: Claims Statistics (as of May 9, 2025)		
Description	Volume (#)	
Total Claims Received	2,744	
(-) Duplicate Claims	22	
(-) Invalid Claims: Not a Class Member	31	
Net Claims	2,691	

Exhibit 2

IN THE CIRCUIT COURT FOR ST. LOUIS CITY, MISSOURI

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

Plaintiffs,

v.

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

Defendants.

Case No. 2422-CC00888

**DECLARATION OF SETTLEMENT ADMINISTRATOR IN SUPPORT OF MOTION
FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

I, Blake Ross, hereby declare and verify as follows:

I. INTRODUCTION

1. ***Personal Information.*** I am an Associate Director for Eisner Advisory Group LLC (“EAG”). EAG was retained as the Settlement Administrator in this case, and, as the project manager over this Settlement, I am personally familiar with the facts set forth in this declaration.

2. ***The Capacity and Basis of this Declaration and Verification.*** I am over the age of 21. Except as otherwise noted, the matters set forth in this Declaration are based upon my personal knowledge, information received from the parties in this proceeding, and information provided by my colleagues at EAG and our partners.

II. BACKGROUND

3. ***Preliminary Approval.*** On February 13, 2025, the Court entered its order preliminarily approving the Settlement Agreement and the appointment of EAG as the Settlement

Administrator. After the Court's preliminary approval of the Settlement, EAG began to implement and coordinate the Notice program.

4. ***The Purpose of this Declaration and Verification.*** I submit this Declaration to evidence EAG's compliance with the terms of the Preliminary Approval Order, to detail EAG's execution of its role as the Settlement Administrator, and to verify compliance with the Notice requirements contained in the Settlement Agreement, and the Court's Preliminary Approval Order.

III. CLASS ACTION NOTICE PROGRAM EXECUTION

5. ***Notice Database.*** EAG maintains a database of 79,145 Class Members, which was used to effectuate the Notice campaign as outlined within the Settlement Agreement ("Class List"). EAG received the class data on February 19, 2025, in a single Excel file containing the names and mailing addresses, where available, for a total of 88,692 records. After de-duplicating and analyzing the data, EAG determined that a total of 79,145 unique records exist in the class data, and 79,095 records contained a mailing address.

6. ***Mail Notice.*** EAG coordinated and caused the Postcard Notice to be mailed via U.S. First-Class Mail to Settlement Class Members for whom a mailing address was available from the class data. The Postcard Notice included the web address to the case website for access to additional information, a description of the rights and options as a Class Member, and the dates by which to act on those options, and the date of the Final Approval Hearing. A true and correct copy of the Postcard Notice is attached hereto as **Exhibit A**.

7. ***Mail Notice Delivery.*** Prior to mailing, all mailing addresses were checked against the National Change of Address (NCOA) database maintained by the United States Postal Service (USPS). In addition, the addresses were certified via the Coding Accuracy Support System (CASS) to ensure the quality of the zip code and verified through Delivery Point Validation (DPV) to verify

the accuracy of the addresses. After completion of the validation process, EAG determined that 541 records contained invalid mailing addresses. Beginning on March 14, 2025 EAG caused the mailing of the Postcard Notice by U.S. First Class Mail to a total of 78,604 Settlement Class Members that passed the validation procedures above. EAG also executed supplemental mailings for 3,690 Class Members for which an initial Postcard Notice failed the validation process or was not deliverable but for which EAG was able to obtain an alternative mailing address through (1) forwarding addresses provided by the USPS, (2) skip trace searches using the LexisNexis third-party vendor database, or (3) requests received directly from Class Members. Mail notice delivery statistics are detailed in paragraph 13 below.

8. ***Settlement Post Office Box.*** EAG maintains the following Post Office Box (the “P.O. Box”) for the Settlement Program:

SLU Data Incident Settlement Administrator
PO Box 3116
Baton Rouge, LA 70821

This P.O. Box serves as a location for the USPS to return undeliverable program mail to EAG and for Settlement Class Members to submit claim forms, exclusion requests, and other settlement-related correspondence. The P.O. Box address appears prominently in all Class Notices and in multiple locations on the Settlement Website. EAG monitors the P.O. Box daily and uses a dedicated mail intake team to process each item received.

9. ***Settlement Website.*** On March 14, 2025, EAG published the Settlement Website, www.StLouisUniversityDataIncident.com. Visitors to the Settlement Website can download the Long Form Notice, the Short Form Notice, the Claim Form, as well as Court Documents, such as the Settlement Agreement, Orders of the Court, and other relevant documents. Visitors are also able to submit claims electronically, download a Claim Form to submit by mail, and find answers

to frequently asked questions (FAQs), important dates and deadlines, and contact information for the Settlement Administrator. As of May 9, 2025, the Settlement Website received 10,356 unique visits.

10. ***Toll-Free Number.*** On March 14, 2025, EAG established a dedicated toll-free telephone number, 1-844-410-7258 (the “Toll-Free Number”), which is available twenty-four hours per day. Class Members can call and interact with an interactive voice response (“IVR”) system that provides important settlement information and offers the ability to leave a voicemail message to address specific requests or issues. EAG also provided copies of the Long Form Notice and paper Claim Form, as well as the Settlement Agreement, upon request to Class Members, through the Toll-Free Number. The Toll-Free Number appeared in all Class Notices, as well as in multiple locations on the Settlement Website. The Toll-Free Number will remain active through the close of this Settlement Program.

11. ***Email Support.*** EAG established an Email address, info@StLouisUniversityDataIncident.com, to provide an additional option for Class Members to address specific questions and requests to the Settlement Administrator for support.

IV. NOTICE PROGRAM REACH

12. ***Notice Reach Results.*** Through the Notice procedures outlined above, EAG attempted to send direct Notice to 78,604 (99.32%). As of May 9, 2025, the Notice Program reached a total of 73,525 (92.55%) Class Members.¹ Table 1 below provides an overview of dissemination results for the Notice Program and reach statistics for the Notice Program.

¹ A Class Member is considered “reached” by direct Notice if a Notice mailed to the Class Member has not been returned by the USPS as undeliverable or, if a Notice mailed to the Class Member was returned by the USPS as undeliverable, a subsequent Notice was mailed to an alternative mailing address for the Class Member and was not returned.

Table 1: Direct Notice Program Dissemination & Reach		
Description	Volume of Class Members	Percentage of Class Members
Class Members	79,145	100.00%
Initial Notice Mailing		
(+) Total Notices Mailed	78,604	99.32%
(-) Total Notices Returned as Undeliverable	8,901	11.25%
Supplemental Notice Mailing		
(+) Total Notices Re-Mailed	3,610	4.56%
(-) Total Undeliverable (Re-Mailed) Notices	61	0.08%
Direct Notice Program Reach		
(=) Received Direct Notice	73,252	92.55%

V. CLAIM ACTIVITY

13. ***Claim Intake and Processing.*** The online claim submission feature was available beginning March 14, 2025. As of May 9, 2025, EAG had received a total of 2,744 timely claims. Of these, EAG has determined that 2,691 claims are from Class Members and are non-duplicative claims. Table 2 below provides summary statistics of Claim submissions and current dispositions. EAG shall continue to intake and process claims through the June 13, 2025, claims deadline.

Table 2: Claims Statistics (as of May 9, 2025)	
Description	Volume (#)
Total Claims Received	2,744
(-) Duplicate Claims	22
(-) Invalid Claims: Not a Class Member	31
Net Claims	2,691

VI. EXCLUSIONS AND OBJECTIONS

14. ***Exclusions (Opt-Outs) Received.*** The deadline to submit a request for exclusion is May 27, 2025. As of May 9, 2025, EAG has received zero (0) exclusion requests from Settlement Class Members.

15. ***Settlement Objections.*** The Settlement Agreement directed objections to be filed with the Clerk of Court by no later than May 27, 2025. As of May 9, 2025, EAG has not received any objections and is not aware of any objections filed with the Clerk of Court.

VII. CERTIFICATION

I, Blake Ross, declare under the penalty of perjury under the laws of the State of New York that the foregoing is true and correct. Executed on this 12th day of May 2025 at Baton Rouge, Louisiana.



Blake Ross

Exhibit A: POSTCARD NOTICE

Court Approved Legal Notice*MW., et al., v. St. Louis University, et al.*

Case No. 2422-CC00888 (Circuit Court for St. Louis City, Missouri)

If you received notice from St. Louis University ("SLU") concerning a Data Incident, you may be eligible for benefits from a class action settlement.*A Court has authorized this notice. It is not a solicitation from a lawyer.**Para una notificación en Español, visitar www.StLouisUniversityDataIncident.com.*

A Settlement has been reached in a class action lawsuit against St. Louis University and SSM-SLUH. ("Defendants" or "SLU") relating to a Data Incident. On or about March 2, 2023, Defendant SLU discovered it was the victim of the unauthorized access of current and former students', employees' and other patients' Personal Information maintained on Defendant SLU's computer network. The investigation revealed that unauthorized actors had access to the Personal Information for eight months (December 2022- July 2023). The impacted files may include, but are not limited to, names, addresses, dates of birth, telephone numbers, driver's license numbers, passport numbers, online credentials, digital signatures, email addresses, and Social Security numbers, and health insurance information, and other medical information. ("Data Incident").

Who Is Included? You are in the Settlement Class as a Settlement Class member if you received Notice that your Private Information was potentially exposed to unauthorized third parties as a result of the Data Incident. If you received the mailed Notice of this Settlement, you are a Settlement Class member.

What Does the Settlement Provide? Settlement Class members may claim (1) **Cash Payment A - Documented Losses** of up to \$2,500 per person for reimbursement for actual documented losses, *i.e.*, money spent or lost, as a result of the Data Incident, and/or (2) **Cash Payment B - Flat Cash Payment** in the estimated amount of \$100 (subject to a *pro rata* decrease depending upon the number of Valid Claims filed).

In addition to, and regardless of whether you submit a Claim for, a Cash Payment described above, Settlement Class members may claim one (1) year of three-bureau Credit Monitoring.

Postal Service: Do Not Mark or Cover Barcode

ET87



Please read this notice carefully.

This is not a solicitation from a lawyer or an advertisement. You are a member of a class action, your legal rights are affected regardless of whether you do or do not act.

A court authorized this Notice of Class Action notice.

Settlement Claim ID: [claim ID]
[FIRST NAME] [LAST NAME]
[ADDRESS1]
[ADDRESS2]
[CITY] [STATE] [ZIP]-[ZIP4]

ELECTRONIC SERVICE REQUESTED

PRESORTED
FIRST CLASS
U.S. POSTAGE
PAID
FPI

SLU Data Incident Settlement Administrator
P.O. Box 3116
Baton Rouge, LA 70821

More information about the benefits provided by this Settlement can be found in the Long Form Notice or Settlement Agreement available on the Settlement Website or by calling 1-844-410-7258.

How To Get Benefits? The only way to receive benefits is to file a Claim. To file your Claim online, or to get a paper Claim Form, visit the website at www.StLouisUniversityDataIncident.com or call 1-844-410-7258. To be eligible, you must complete and submit a valid Claim Form, postmarked or submitted online, on or before **June 13, 2025**.

Your Other Options? If you do nothing, you will remain in the Settlement Class, you will not be eligible for benefits, and you will be bound by the decisions of the Court and give up your rights to sue Defendants for the claims resolved by this Settlement. If you do not want to be legally bound by the Settlement, you must opt-out of the Settlement by **May 27, 2025**. If you stay in the Settlement, you may object to it by **May 27, 2025**. A more detailed Long Form Notice is available to explain how to opt-out or object. Please visit the Settlement Website or call 1-844-410-7258 for a copy of the more detailed notice.

The Final Approval Hearing: The Court has scheduled a Final Approval Hearing in this case *MW, et al., v. St. Louis University, et al.*, Case No. 2422-CC00888 (Circuit Court for St. Louis City, Missouri) for **June 26, 2025, at 1:30 PM.**, to consider: whether to approve the Settlement, Class Counsel's application for Service Awards of up to \$2,500.00 for each Class Representative, attorneys' fees of up to \$700,000, and reimbursement of reasonable litigation costs, as well as any objections. Any Court awarded Service Awards, attorneys' fees and costs, will be paid separately by the Defendants. You or your attorney may attend and ask to appear at the hearing, but you are not required to do so.

More Information. Complete information about your rights and options, as well as the Claim Form, the Long Form Notice, and Settlement Agreement, are available at www.StLouisUniversityDataIncident.com, or by calling toll free 1-844-410-7258.

www.StLouisUniversityDataIncident.com

1-844-410-7258

SLU Data Incident Settlement Administrator
P.O. Box 3116
Baton Rouge, LA 70821

Your Updated Information

PLACE
STAMP
HERE

*This is not a claim form. You will have an opportunity to update your contact information when submitting a claim through the Online Claim Form.

Exhibit 3

**IN THE CIRCUIT COURT OF ST. LOUIS COUNTY
STATE OF MISSOURI**

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

Plaintiffs,

vs.

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

Defendants.

Case No. 2422-CC00888

**FINAL JUDGMENT OF DISMISSAL AND ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

This case comes before the Court for hearing on Plaintiffs’ Motion for Final Approval of Class Action Settlement (“the Motion”), which is subject to approval by the Court, due and adequate notice having been given to the Settlement Class and the Court having considered the papers filed and proceedings in this matter and being fully advised,

WHEREAS, the Court preliminarily approved the Settlement Agreement on February 13, 2025, finding that “the likelihood of final approval of the Settlement Agreement is sufficient to warrant notice to the class members as specified in the Settlement Agreement.” See Order, ¶7.

WHEREAS, the Court conducted a final approval and fairness hearing on _____, 2025.

WHEREAS, having duly considered the Motion and supporting memorandum of law and other materials presented with respect to the Settlement addressing the class claims asserted in the litigation under Missouri law,

The Court hereby finds that the Settlement is a fair, adequate, and reasonable resolution of a bona fide dispute in contested litigation.

NOW THEREFORE, after due deliberation, IT IS HEREBY ORDERED THAT:

1. Unless otherwise defined herein, all terms used in this Final Judgment of Dismissal have the same meaning as defined in the Settlement Agreement. The terms of the Settlement Agreement are hereby incorporated by reference into this Final Judgment of Dismissal.
2. This Court has jurisdiction over the subject matter of this Civil Action and personal jurisdiction over all Parties to the Civil Action, including all Class Members.
3. This Final Judgment of Dismissal is binding on the Settlement Class as defined in the Settlement.
4. The Settlement was negotiated at arm's length and is fair, reasonable, and adequate; is in the best interests of the Settlement Class; provides adequate relief to the Settlement Class; treats class members equitably; and should be, and hereby is, approved, especially in the light of the benefits to the class accruing therefrom the discovery, investigation, and litigation conducted by Class Counsel prior to the proposed Settlement, and the complexity, expense, risks and probable protracted duration of further litigation.
5. Likewise, the Settlement has the support of Class Counsel and Defendants' Counsel, both of whom have significant experience representing parties in the complex class actions.
6. The Court finally approves the Settlement Agreement and the Settlement claims brought in the above-captioned Civil Action under the terms of that Settlement Agreement.

7. The claims process and formula for allocation of Participating Class Member Payments as set forth in the Settlement Agreement is approved as fair, equitable, and reasonable measures for calculating and distributing the settlement payments to the Class Representatives and the Class Members.

8. The Court finds that adequate notice of the Settlement was given to all Class Members pursuant to the terms of the Preliminary Approval Order. The Notice Package that was disseminated to Class Members adequately informed the Settlement Class of the terms of the Settlement Agreement, the type of relief available, the process available to them to submit a claim, their right to request exclusion from the Settlement and pursue their own remedies, and their opportunity to submit objections and appear and be heard at the Final Approval Hearing. The Notice Package also adequately informed Class Members of additional resources available to obtain further information, including the identity of Class Counsel and how to contact the Court-approved Claims Administrator. The Court finds that the Notice Package satisfied the requirements of Rules 52.08(c)(2) and 52.08(e).

9. The Court held a Final Approval Hearing on _____, at which time the Parties and all other interested persons were afforded the opportunity to be heard in support of and in opposition to the Settlement.

10. The Court finally certifies, for settlement purposes only, the Settlement Class:

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

11. The persons who are listed on Exhibit 1 to this Final Judgment of Dismissal have made timely and valid requests for exclusion and are excluded from the Settlement Class and are not bound by this Final Judgment of Dismissal. [OR] The Court finds that no Class Member

excluded himself or herself from the Settlement following the issuance of the Notice Package. The absence of any requests by Class Members for exclusion from the Settlement supports approval of the Settlement.

12. Any objections to the Settlement are overruled and denied in all respects. [OR] The Court finds that no Class Member objected to the Settlement. The absence of any objections to the Settlement by Class Members supports approval of the Settlement.

13. For settlement purposes only, the Court confirms the appointment of M.W., D.L., T.K. and Elizabeth Tague as Class Representatives of the Settlement Class.

14. For settlement purposes only, the Court confirms the appointment of the following counsel as Class Counsel and finds that they are experienced in class action litigation and have adequately represented the Settlement Class: attorneys Maureen Brady, Jeff Ostrow and Andrew Shamis.

15. With respect to the Settlement Class, the Court finds, for settlement purposes only, that: (a) the Settlement Class defined above is so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Settlement Class, and those common questions predominate over any questions affecting only individual members; (c) the Class Representatives and Class Counsel have fairly and adequately protected, and will continue to fairly and adequately protect, the interests of the Settlement Class; and (d) certification of the Settlement Class is an appropriate method for the fair and efficient adjudication of this controversy.

16. The Court orders the Parties to the Settlement Agreement to perform their obligations thereunder. The terms of the Settlement Agreement shall be deemed incorporated herein as if explicitly set forth and shall have the full force of an order of this Court.

17. The Court dismisses the Action with prejudice and without costs (except as otherwise provided herein and in the Settlement Agreement) as to Plaintiffs' and all Class Members' claims against Defendants. The Court adjudges that the Released Claims and all of the claims described in the Settlement Agreement are released against Defendants and the Defendants' Released Parties.

18. The Court adjudges that Plaintiffs and all Class Members who have not opted out of the Settlement Class shall be deemed to have fully, finally, and forever released, relinquished, and discharged all Released Claims against Defendants and the Defendants' Released Parties, as defined under the Settlement Agreement. The Released Claims specifically extend to claims that Plaintiffs and the Class Members do not know or suspect to exist in their favor at the time that the Settlement Agreement, and the releases contained therein, become effective.

19. The Court further adjudges that, upon entry of this Final Judgment of Dismissal, the Settlement Agreement and the above-described release of the Released Claims will be binding on, and have res judicata preclusive effect in, all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiffs and all other Class Members who did not validly and timely exclude themselves from the Settlement, and their respective affiliates, assigns, heirs, executors, administrators, successors, and agents, as set forth in the Settlement Agreement. The Defendants' Released Parties may file the Settlement Agreement and/or this Final Judgment of Dismissal in any action or proceeding that may be brought against them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

20. Plaintiffs and all Class Members who did not validly and timely request exclusion from the Settlement are, for all purposes, conclusively and permanently barred and enjoined from commencing, prosecuting, asserting, filing, pursuing, continuing, seeking to reopen, and/or otherwise maintaining in any court or forum any of the Released Claims or any of the claims described in the Settlement Agreement against any of the Defendants Released Parties.

21. Plaintiffs' request for an Incentive Award in the amount of \$2,500 to each of the Class Representatives, who have adequately represented the Class, is hereby approved. The Court specifically finds such amount to be reasonable in light of the services performed by the Class Representatives for the Settlement Class, including taking on the risks of litigation, participating in depositions, and helping achieve the results to be made available to the Settlement Class. This amount shall be paid from the Gross Settlement Fund in accordance with the terms of the Settlement Agreement.

22. The Court approves payment of attorney's fees to Class Counsel in the amount of \$700,000 and reimbursement of reasonable litigation costs in the amount of \$4,048.51. This amount shall be paid from the Gross Settlement Fund in accordance with the terms of the Settlement Agreement. Class Counsel has adequately represented the Settlement Class and Class Counsel has applied for a Fee Award, based on an approximately 26% contingency fee from the common benefit created to settle this case. A 26% common benefit contingency fee is reasonable in class action cases like the Civil Action and is reasonable in this Civil Action.

23. Neither this Final Judgment of Dismissal, nor the Settlement Agreement, nor the payment of any consideration in connection with the Settlement shall be construed or used as an admission or concession by or against Defendants or any of the Defendants Released Parties of any fault, omission, liability, or wrongdoing, or of the validity of any of the Released Claims.

This Final Judgment of Dismissal is not a finding of the validity or invalidity of any claims in this Civil Action or a determination of any wrongdoing by Defendants or any of the Defendants Released Parties. The final approval of the Settlement does not constitute any position, opinion, or determination of this Court, one way or another, as to the merits of the claims or defenses of Plaintiffs, the Class Members, or Defendants.

24. The Court finds that no reason exists for delay in entering this Final Judgment of Dismissal. Accordingly, the Clerk is hereby directed forthwith to enter this Final Judgment of Dismissal.

25. The Parties, without further approval from the Court, are hereby permitted to agree to and adopt such amendments, modifications, and expansions of the Settlement Agreement and its implementing documents (including all exhibits to the Settlement Agreement) so long as they are consistent in all material respects with the Final Judgment of Dismissal and do not limit the rights of the Class Members.

IT IS SO ORDERED:

Date

Hon. Elizabeth B. Hogan
Circuit Judge