

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement” or “Agreement”) is entered into by and between Adam Schroeder (“Plaintiff”), individually and on behalf of the Settlement Class (as defined below), by and through Settlement Class Counsel (as defined below), and Defendant M.I. Industries, Inc. d/b/a Instinct Pet Food (“Defendant”) in relation to the following matter: *Adam Schroeder v. M.I. Industries, Inc. d/b/a Instinct Pet Food*, Case No. 25SL-CC02259 (Circuit Court of the City of St. Louis) (defined below as the “Lawsuit”). This Settlement Agreement is intended by Plaintiff and Defendant (collectively referred to as the “Parties”) to fully, finally, and forever resolve, discharge, dismiss, and settle all of the Released Claims, as defined below, upon and subject to the terms and conditions hereof, and subject to the Court’s full and final approval.

RECITALS

WHEREAS, Plaintiff alleges that on or around October 16, 2024, Defendant detected unauthorized access to its computer system (the “Data Incident”). Plaintiff alleges that the Data Incident exposed the personally identifiable information (“PII”) of Defendant’s current and former employees.

WHEREAS, on December 27, 2024, Plaintiff, individually and on behalf of a putative class, filed an action against Defendant in the United States District Court for the Eastern District of Missouri (the “Federal Court”). Therein, Plaintiff brought the following claims: negligence, negligence *per se*, breach of implied contract, invasion of privacy, unjust enrichment, and breach of fiduciary duty.

WHEREAS, on February 21, 2025, Defendant moved to dismiss Plaintiff’s Complaint in its entirety;

WHEREAS, due to Defendant’s argument that the Federal Court lacked jurisdiction, Plaintiff dismissed his action in Federal Court and refiled the Lawsuit in the Circuit Court of St. Louis County on March 3, 2025.

WHEREAS, shortly after Defendant filed its motion to dismiss, the Parties began to discuss the benefits of early resolution. Thereafter, the Parties engaged in five months of arms-length negotiations and ultimately succeeded in reaching agreement on the principal terms of a settlement—subject to final mutual agreement on all the necessary documentation.

WHEREAS, Plaintiff and Settlement Class Counsel (as defined below) believe that the claims asserted in the Lawsuit, as set forth in the Complaint, have merit. Plaintiff and Settlement Class Counsel recognize and acknowledge, however, the expense and length of continued proceedings necessary to prosecute the Lawsuit against Defendant through motion practice, trial, and potential appeals. Plaintiff and Settlement Class Counsel have also taken into account the uncertain outcome and risk of further litigation, as well as the difficulties and delays inherent in such litigation. Settlement Class Counsel is experienced in class action litigation and is knowledgeable regarding the relevant claims, remedies, and defenses in this Lawsuit. Settlement

Class Counsel has determined that the Settlement set forth in this Settlement Agreement is fair, reasonable, and adequate, and in the best interests of the Settlement Class.

WHEREAS, Defendant denies each and all of the claims and contentions alleged against it in the Lawsuit and believes it has meritorious defenses to Plaintiff's claims. Defendant denies all allegations of wrongdoing or liability as alleged, or which could be alleged, in the Lawsuit. Nonetheless, Defendant has concluded that further defense of the Lawsuit would be protracted and expensive, and that it is desirable that the Lawsuit be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement. Defendant has taken into account the uncertainty and risks inherent in any litigation. Defendant has, therefore, determined that it is desirable and beneficial that the Lawsuit be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Plaintiff, individually and on behalf of the Settlement Class, Settlement Class Counsel, and Defendant that, subject to the approval of the Court, the Lawsuit and the Released Claims (as defined below) shall be finally and fully compromised, settled, and released, and the Lawsuit shall be dismissed with prejudice as to the Parties, the Settlement Class, and the Settlement Class Members, except those Settlement Class Members who lawfully opt out of the Settlement Agreement, upon and subject to the terms and conditions of this Settlement Agreement, as follows:

1. Definitions

As used in this Settlement Agreement and its exhibits, the following terms have the meanings specified below:

1.1. "*Claim Deadline*" means a date certain, which is to be set forth in the Notice and which shall be no more than ninety (90) Days from the date Notice is mailed to Settlement Class Members.

1.2. "*Claim Form*" means the form, attached as **Exhibit C** to this Settlement Agreement, which Settlement Class Members must complete and submit on or before the Claim Deadline in order to be eligible for the benefits described herein. The Claim Form shall require an actual or electronic sworn signature but shall not require a notarization or any other form of verification.

1.3. "*Complaint*" means the Class Action Complaint filed by Plaintiff in the Lawsuit.

1.4. "*Court*" means the Circuit Court of St. Louis County.

1.5. "*Costs of Settlement Administration*" means all actual costs associated with or arising from Settlement Administration, including but not limited to the costs of providing notice under Section 5 of this Settlement Agreement.

1.6. "*Data Incident*" means the unauthorized computer access that occurred on Defendant's network, which Defendant detected on or around October 16, 2024, which allegedly involved Plaintiff's and Settlement Class Members' PII.

1.7. “Days” means calendar days, except, when computing any period of time prescribed or allowed by this Settlement Agreement, it does not include the day of the act, event, or default from which the designated period of time begins to run. Further, when computing any period of time prescribed or allowed by this Settlement Agreement, include the last day of the period, unless it is a Saturday, a Sunday, or a federal legal holiday, in which event the period runs until the end of the next day that is not a Saturday, Sunday, or federal legal holiday.

1.8. “Defendant” means M.I. Industries, Inc. d/b/a Instinct Pet Foods.

1.9. “Defendant’s Counsel” means Michael J. Hickey and Michael L. Jente of Lewis Rice LLC.

1.10. “Effective Date” means the date defined in Paragraph 13.1 of this Settlement Agreement.

1.11. “Final” means that all of the following events have occurred: (a) the Settlement pursuant to this Settlement Agreement is finally approved by the Court; (b) the Court has entered the Final Order and Judgment; and (c) either (i) no appeal has been taken from the Final Order and Judgment as of the date on which all times to appeal or seek permission to appeal therefrom have expired, or (ii) if an appeal or other review proceeding of the Final Order and Judgment has been commenced, such appeal or other review is finally concluded and no longer is subject to further review by any court, whether by appeal, petitions, rehearing or re-argument, petitions for rehearing *en banc*, petitions for writ of certiorari, petitions for transfer, or otherwise, and such appeal or other review has been finally resolved in a manner that affirms the Final Order and Judgment in all material respects. Notwithstanding the above, any order modifying or reversing any Service Award or award of attorneys’ fees or expenses shall not affect whether a judgment in this matter is Final or any other aspect of the judgment.

1.12. “Final Approval Hearing” means the hearing in the Lawsuit at which the Court considers final approval of this Settlement and the entry of the Final Order and Judgment.

1.13. “Final Order and Judgment” means the final judgment and order of dismissal with prejudice to be entered in the Lawsuit in connection with the approval of the Settlement after the Final Approval Hearing.

1.14. “Lawsuit” means the lawsuit, styled *Adam Schroeder v. M.I. Industries, Inc. d/b/a Instinct Pet Food*, Case No. 25SL-CC02259 (Circuit Court of St. Louis County).

1.15. “Notice” means the written notice to be sent or published to Settlement Class Members pursuant to the Preliminary Approval Order, attached as Exhibits A and B to this Settlement Agreement.

1.16. “Notice and Settlement Administration Costs” means actual costs associated with or arising from providing notice to Settlement Class Members and performing Settlement Administration in connection with the Settlement.

1.17. “Notice Deadline” means within thirty (30) Days of the entry of the Preliminary Approval Order, by which time the Settlement Administrator shall send the Notice in Exhibit A

to all Settlement Class Members whose addresses are known to Defendant.

1.18. “*Notice Program*” means the notice program described in Section 4.

1.19. “*Objection Deadline*” means the time period in which a Settlement Class Member may submit an Objection, which is sixty (60) Days after the Notice Deadline.

1.20. “*Opt-Out Period*” means the time period ordered by the Court during which a Settlement Class Member may submit an Opt-Out Request to opt out of the benefits available under the Settlement Agreement and also not be bound by the Settlement Agreement. The Parties will recommend to the Court that this period be the sixty (60) Day period beginning from the Notice Deadline, as further detailed in Section 5.

1.21. “*Opt-Out Request*” means a written request a Settlement Class Member may submit to the Settlement Administrator as detailed under Section 5 below if he or she wants to be excluded from the Settlement Class and not be bound by the Settlement Agreement.

1.22. “*Person*” means an individual.

1.23. “*Private Information*” shall mean any kind of legally protected information, including, but it not limited to, names, Social Security numbers and any other types of PII or “Protected Health Information” (or “PHI”) collected or maintained by Defendant and potentially compromised in the Data Incident.

1.24. “*Plaintiff*” means Adam Schroeder.

1.25. “*Preliminary Approval Date*” means the date on which the Preliminary Approval Order has been entered by the Court.

1.26. “*Preliminary Approval Order*” means the order preliminarily approving the Settlement and providing for Notice to the Settlement Class, attached as **Exhibit D** to this Settlement Agreement.

1.27. “*Related Entities*” means (a) Defendant’s past or present parents, subsidiaries, divisions, and related or affiliated entities; (b) each of Defendant’s respective predecessors, successors, directors, officers, shareholders, board members, principals, agents, attorneys, insurers, and reinsurers; and (c) any Person related to any entity in **Paragraph 1.29** who is, was, or could have been named as a defendant in the Lawsuit, other than any Person who is found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, or aiding or abetting the criminal activity associated with the Data Incident or who pleads *nolo contendere* to any such charge.

1.28. “*Released Claims*” means any and all past, present, and future liabilities, rights, claims, counterclaims, actions, causes of action, demands, damages, penalties, costs, attorneys’ fees, losses, and remedies of any form, kind, or description, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result from, relate to, concern, arise out of, are connected with, or are based upon the Data Incident, including, but not limited to, any claims or cause of action arising under or premised

upon: (a) negligence; (b) negligence *per se*; (c) breach of confidence; (d) breach of implied contract; (e) unjust enrichment; (f) publicity given to private life; (g) any state or federal consumer protection statute; (h) misrepresentation (whether fraudulent, negligent, or innocent); (i) bailment; (j) wantonness; (k) any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, territory, county, city, or municipality, including but not limited to 15 U.S.C. § 45 *et seq.*, and all similar statutes in effect; (l) without limiting the foregoing, any violations of any state data privacy or data security statutes and the regulations promulgated under those statutes; (m) failure to provide adequate notice pursuant to any federal, state, or territory breach notification statute, regulation, or common law duty; (n) breach of fiduciary duty (o) breach of confidence; (p) invasion of privacy; (q) fraud; (r) any causes of action under 18 U.S.C. §§ 2701 *et seq.*, and all similar statutes in effect in any states in the United States as defined herein; and (s) Unknown Claims. Released Claims also includes, but is not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys' fees, costs and expenses, set-offs, losses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, the appointment of a receiver, and any other form of relief that either has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Persons based on, relating to, concerning, arising out of or in connection with (a) the exposure or disclosure of Private Information in the Data Incident, or (b), conduct that was alleged or could have been alleged in the Lawsuit.,

1.29. “*Released Persons*” means M.I. Industries, Inc., the Related Entities, and each of their past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, assigns, owners, directors, shareholders, members, officers, board members, principals, agents, representatives, attorneys, insurers, and reinsurers.

1.30. “*Service Award*” means compensation awarded by the Court and paid to the Settlement Class Representative in recognition of his role in this litigation.

1.31. “*Settlement*” means the settlement of the Lawsuit upon the terms and conditions set forth in this Settlement Agreement.

1.32. “*Settlement Administration*” means providing notice of the settlement to Settlement Class Members and governmental entities, if any, required to be provided notice, the processing of claims, requests for exclusions, and objections, and payment of Valid Claims received from Settlement Class Members by the Settlement Administrator.

1.33. “*Settlement Administrator*” means Analytics Consulting LLC or another company experienced in administering class action claims generally and specifically those of the type provided for and made in Lawsuit, if jointly agreed upon by the Parties and approved by the Court.

1.34. “*Settlement Agreement*” means this Settlement Agreement, including all exhibits hereto.

1.35. “*Settlement Benefits*” means (a) Monetary Compensation for losses described in **Paragraph 2.2** (Ordinary Losses, Extraordinary Losses, Lost Time, and the Alternative Cash Payment); (b) the opportunity to enroll in two years of three-bureau credit monitoring with at least

\$1,000,000 in identity theft protection insurance described in Paragraph 2.3; and (c) Defendant's business practice commitments.

1.36. "*Settlement Class*" means: "All persons residing in the United States whose PII was or may have been compromised in the M.I. Industries, Inc. Data Breach that was discovered on or around October 2024, including all those who received notice of the Data Breach from M.I. Industries, Inc." Excluded from the Settlement Class are: (i) Defendant; (ii) the Related Entities; (iii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iv) any judges assigned to this case and their staff and family; and (v) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

1.37. "*Settlement Class Counsel*" shall mean Brittany Resch of Strauss Borrelli PLLC and Colleen Garvey of Stranch, Jennings & Garvey PLLC.

1.38. "*Settlement Class Members*" means all persons who fall within the definition of the Settlement Class.

1.39. "*Settlement Class Representative*" means Adam Schroeder.

1.40. "*Settlement Website*" means a dedicated website created and maintained by the Settlement Administrator, which will contain relevant documents and information about the Settlement, including this Settlement Agreement, Notice, and Claim Form, among other things.

1.41. "*United States*" includes all fifty (50) states, the District of Columbia, and all territories.

1.42. "*Unknown Claims*" means any of the Released Claims that any Settlement Class Member, including Class Representative, does not know or suspect to exist in his/her favor at the time of the release of the Released Persons that, if known by him or her, might have affected his or her settlement agreement with, and release of, the Released Persons, or might have affected his or her decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, Class Representative intends to and expressly shall have, and each of the other Settlement Class Members intend to and shall be deemed to have, and by operation of the Judgment shall have, waived, compromised, and released any Unknown Claims and the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States (including, without limitation, California Civil Code §§ 1798.80 *et seq.*, Montana Code § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD

HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH
THE DEBTOR OR RELEASED PARTY.

Settlement Class Members, including Class Representative, may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Class Representative expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims. The Settling Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and is a material element of the Settlement Agreement of which this release is a part.

1.43. “*Valid Claims*” means Claims submitted on Claim Forms by the Claim Deadline that are approved by the Settlement Administrator or found to be valid through the Claims processing and/or dispute resolution process described in this Settlement Agreement.

2.1. Subject to the terms of this Settlement Agreement, Defendant will provide to Settlement Class Members who submit Valid Claims the Settlement Benefits.

2.2. Monetary Compensation. Settlement Class Members who submit Valid Claims may obtain Monetary Compensation for Ordinary Losses, Lost Time, Extraordinary Losses, and Alternative Cash Payment (“Monetary Compensation”). Claims for Monetary Compensation will be subject to review for completeness and plausibility by the Settlement Administrator.

a) Ordinary Losses. Defendant will reimburse documented out-of-pocket expenses incurred as a result of the Data Incident, up to a maximum of \$1,000 per person, with third-party documentation (“Ordinary Losses”). Ordinary Losses include, without limitation and by way of example, unreimbursed losses relating to fraud or identity theft; professional fees including attorneys’ fees, accountants’ fees, and fees for credit repair services; credit monitoring costs that were incurred on or after mailing of the notice of data breach, through the date of claim submission; and miscellaneous expenses such as fax, postage, copying, and mileage. Settlement Class Members with Ordinary Losses must submit documentation supporting their claims. This can include receipts or other documentation not “self-prepared” by the claimant that documents the costs incurred.

i. Lost Time. Ordinary Losses may also include lost time, up to four hours, at a rate of \$20 per hour, for a total of up to \$80. Any such claim falls within the individual cap of \$1,000 for Ordinary Losses. Claims for lost time require an attestation on the Claim Form.

b) Extraordinary Losses. Defendant will provide up to a maximum of \$3,500 per Settlement Class Member with third-party documentation if: (i) the loss is an actual, documented, and unreimbursed monetary loss; (ii) the loss was more likely than not caused by the Data Incident; (iii) the loss was incurred after the date of the Data Incident; (iv) the loss is not already covered by one or more of the other reimbursement categories in this **Paragraph 2.2**; and (v) the Settlement Class Member made reasonable efforts to avoid, or

seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.

c) Alternative Cash Payment: Settlement Class Members can make a Claim for a single sixty dollar and zero cents (\$60.00) cash payment in the alternative to Claims for Ordinary Losses, Lost Time, Extraordinary Losses, and Credit Monitoring.

2.3. Credit Monitoring: Settlement Class Members who submit a Valid Claim shall be eligible for two years of three-bureau credit monitoring with at least \$1,000,000 in identity theft protection insurance. Settlement Class Members cannot receive both the Alternative Cash Payment and Credit Monitoring.

2.4. Remedial Measures. Defendant will provide a confidential declaration to Class Counsel describing its information security improvements since the Data Incident.

2.5. Claims Period. The Parties agree that the period for submitting claims will be set at a date certain no more than ninety (90) Days from the date that Notice is mailed to the Settlement Class Members.

2.6. The Settlement Administrator will provide information to Settlement Class Counsel and Defendant's Counsel regarding Valid Claims, including the claimant's name and other relevant information and all documentation to substantiate the claim upon request. Settlement Class Counsel and Defendant's Counsel shall have up to ten (10) business Days after being provided this information to dispute any Valid Claim.

2.7. If a Settlement Class Member disputes in writing a claim determination related to a claim under **Paragraph 2.2 or 2.3** and requests an appeal, the Parties will meet and confer on the appeal. If the Parties are unable to reach an agreement, the parties will agree on third party, or the Court will appoint a third party, to make a final and binding determination regarding the disputed claim by a Settlement Class Member.

3.1. All Costs of Settlement Administration will be paid by Defendant.

3.2. The Parties have agreed to request that the Court appoint Analytics Consulting LLC as Settlement Administrator. Once approved by the Court, the Settlement Administrator will be an agent of the Court and will be subject to the Court's supervision and direction as circumstances may require.

3.3. The Settlement Administrator will cause the Notice Program to be effectuated in accordance with the terms of this Settlement Agreement and any orders of the Court. The Settlement Administrator may request the assistance of the Parties to facilitate providing notice and to accomplish such other purposes as may be approved by Defendant's Counsel and Settlement Class Counsel. The Parties shall reasonably cooperate with such requests.

3.4. The Settlement Administrator will administer and update the Settlement Website in accordance with the terms of this Settlement Agreement. Settlement Class Counsel and Defendant's Counsel shall agree on all information and documents to be posted on the Settlement Website.

3.5. The Settlement Administrator will conduct Settlement Administration in accordance with the terms of the Settlement Agreement, and any additional processes agreed to by Settlement Class Counsel and Defendant's Counsel, and subject to the Court's supervision and direction as circumstances may require.

3.6. To make a claim for Settlement Benefits, a Settlement Class Member must complete and submit a Claim Form by the Claim Deadline. Claim Forms shall be submitted by U.S. mail or electronically through the Settlement Website and must be postmarked or submitted no later than the Claim Deadline.

3.7. The Settlement Administrator will review and evaluate each Claim Form, including any required documentation submitted, for timeliness, completeness, and validity and make a determination as to whether the Claim is a Valid Claim.

3.8. The Settlement Administrator, in its sole discretion to be reasonably exercised, will determine whether: (1) the claimant is a Settlement Class Member; (2) the claimant has provided all third-party documentation (except for claims for lost time) or information needed to complete the Claim Form, including any documentation required to support claims for Monetary Compensation under Paragraph 2.2 above; and (3) when applicable, the information submitted could lead a reasonable person to conclude that the claimant is eligible for the category and/or amount for which a claim is submitted. The Settlement Administrator may, at any time, request from the claimant, in writing, additional information as the Settlement Administrator may reasonably require in order to evaluate the claim, e.g., documentation requested on the Claim Form, information regarding the claimed losses, available insurance or other sources of reimbursement, the status of any claims made for insurance benefits or other reimbursement, and claims previously made for identity theft and the resolution thereof.

3.9. The Settlement Administrator will maintain records of all Claim Forms submitted until the later of (a) one hundred and eighty (180) Days after the Effective Date or (b) the date all Claim Forms have been fully processed. Claim Forms and supporting documentation may be provided to the Court upon request and to Settlement Class Counsel and/or Defendant's Counsel to the extent requested or necessary to resolve disputes as detailed in Paragraph 2.7. Defendant or the Settlement Administrator will provide other reports or information as requested by the Court.

3.10. Subject to the terms and conditions of this Settlement Agreement, Defendant shall transmit any Monetary Compensation deemed due to Settlement Class Members to the Settlement Administrator, and the Settlement Administrator shall mail or otherwise provide payment for Valid Claims within sixty (60) Days of the Effective Date, or within sixty (60) Days of the date that the Settlement Administrator determines a claim is a Valid Claim, whichever is later.

3.11. Payment for Valid Claims shall be mailed or otherwise sent to the Settlement Class Member in the manner indicated on his or her Claim Form.

3.12. Any checks issued under this section shall be void if not negotiated within ninety (90) Days of their date of issue and shall bear the language: "This check must be cashed within 90 days, after which time it is void." Checks issued pursuant to this section that are not negotiated within ninety (90) Days of their date of issue shall not be reissued. If a Settlement Class Member

fails to cash a check issued under this section before it becomes void, the Settlement Class Member will have failed to meet a condition precedent to recovery of settlement benefits, the Settlement Class Member's right to receive monetary relief available under the Settlement shall be extinguished, and Defendant shall have no obligation to make payments to the Settlement Class Member for monetary compensation under **Paragraph 2.2**, to provide Credit Monitoring under **Paragraph 2.3**, or to make any other type of monetary relief to the Settlement Class Member. Such Settlement Class Member remains bound by all terms of the Settlement Agreement.

3.13. Settlement Benefits provided by Defendant pursuant to this Agreement will not be subject to any non-claim statutes or any possible rights of forfeiture or escheat. All monies that might be paid are not vested, contingently due, or otherwise monies in which a Settlement Class Member has an enforceable right and shall remain the property of Defendant until all conditions for payment have been met. No interest shall accrue or be payable in connection with any payment due under this Settlement Agreement.

3.14. Information submitted by Settlement Class Members in connection with submitted claims for benefits under this Settlement Agreement shall be deemed confidential and protected as such by the Settlement Administrator, Settlement Class Counsel, and Defendant's Counsel.

4.1. The Parties agree that the following Notice Program provides reasonable notice to the Settlement Class.

4.2. Notice shall be provided to Settlement Class Members via: (1) direct notice; and (2) notice on the Settlement Website.

4.3. Within ten (10) Days of the entry of the Preliminary Approval Order and engagement of a Settlement Administrator, Defendant shall provide the Settlement Administrator with the names and mailing addresses of the Settlement Class Members whose mailing addresses are known to Defendant. The Settlement Administrator shall, by using the National Change of Address ("NCOA") database maintained by the United States Postal Service ("Postal Service"), obtain updates, if any, to the mailing addresses.

4.4. Within thirty (30) Days of the entry of the Preliminary Approval Order (the "Notice Deadline"), the Settlement Administrator shall send the Notice in **Exhibit A** to all Settlement Class Members whose addresses are known to Defendant by first-class U.S. mail.

4.5. If any Notice is returned by the Postal Service as undeliverable, the Settlement Administrator shall re-mail the Notice to the forwarding address, if any, provided by the Postal Service on the face of the returned mail. Where the undeliverable Notice is returned without a forwarding address, the Settlement Administrator shall make reasonable efforts to ascertain the correct address of the Settlement Class Member whose Notice was returned undeliverable and re-mail the Notice. Other than as set forth in the preceding sentence, neither the Parties nor the Settlement Administrator shall have any obligation to re-mail a Notice to a Settlement Class Member.

4.6. The Notice mailed to Settlement Class Members will consist of a short form notice in a form substantially similar to that attached hereto as **Exhibit A** ("Short Form Notice"). The Settlement Administrator shall have discretion to format the Short Form Notice in a reasonable

manner to minimize mailing and administrative costs. Before Notices are mailed, Settlement Class Counsel and Defendant's Counsel shall first be provided with a proof copy (reflecting what the items will look like in their final form) and shall have the right to inspect the same for compliance with the Settlement Agreement and any orders of the Court.

4.7. No later than thirty (30) Days following entry of the Preliminary Approval Order and engagement of a Settlement Administrator, and prior to the mailing of the Notice to Settlement Class Members, the Settlement Administrator will create a dedicated Settlement Website. The Settlement Administrator shall cause the Complaint, the Short Form Notice, the long form notice in a form substantially similar to that attached hereto as **Exhibit B** ("Long Form Notice"), and the claim form in a form substantially similar to that attached hereto as **Exhibit C** ("Claim Form"), as approved by the Court, as well as this Settlement Agreement, to be made available on the Settlement Website. Settlement Class Members shall be able to submit Claims online via the Settlement Website. Any other content proposed to be included or displayed on the Settlement Website shall be approved in advance by Settlement Class Counsel and Defendant's Counsel, which approval shall not be unreasonably withheld. The Settlement Website address and the fact that the Long Form Notice and a Claim Form are available through the Settlement Website shall be included in the Notice mailed to Settlement Class Members.

4.8. The Settlement Website shall be maintained and updated until thirty (30) Days after Final Order and Judgment.

4.9. Claim Forms shall be returned or submitted to the Settlement Administrator via U.S. mail or submitted through the Settlement Website by the Claim Deadline set by the Court or be forever barred.

4.10. Prior to the Final Approval Hearing, the Settlement Administrator shall provide to Settlement Class Counsel and Defendant's Counsel an appropriate affidavit or declaration, to be filed with the Court, that speaks to its compliance with the Court-approved Notice Program.

4.11. Defendant shall pay the entirety of the Costs of Settlement Administration in accordance with the Preliminary Approval Order and this Settlement Agreement.

5.1. Each Settlement Class Member shall have the right to opt out and not participate in the Settlement Agreement, as provided for in the Preliminary Approval Order.

5.2. The Notice shall inform each Settlement Class Member of his or her right to request exclusion from the Settlement Class and to not be bound by this Settlement Agreement, if, within such time as is ordered by the Court, the Settlement Class Member personally signs and timely submits, completes, and mails a request for exclusion to the Settlement Administrator at the address set forth in the Notice.

5.3. The Parties will recommend to the Court that the Opt-Out Period be the sixty (60) day period beginning upon the Notice Deadline.

5.4. For a Settlement Class Member's Opt-Out Request to be valid, it must: (a) state his or her full name, mailing address, email address, and telephone number; (b) contain the Settlement Class Member's personal and original signature (or the original signature of a person previously

authorized by law, such as a trustee, guardian, or person acting under a power of attorney to act on behalf of the Settlement Class Member with respect to a claim or right, such as those in the Lawsuit); (c) clearly manifest the Settlement Class Member's intent to be excluded from the Settlement Class, to be excluded from the Settlement, to not participate in the Settlement, and/or to waive all rights to the benefits of the Settlement; and (d) be postmarked no later than the final date of the Opt-Out Period. The Settlement Administrator shall promptly inform Settlement Class Counsel and Defendant's Counsel of any Opt-Out Requests.

5.5. All Settlement Class Members who submit timely and valid Opt-Out Requests in the manner set forth in Paragraph 5.4, referred to herein as "Opt-Outs," shall receive no benefits or compensation under this Settlement Agreement, shall gain no rights from the Settlement Agreement, shall not be bound by the Settlement Agreement, and shall have no right to object to the Settlement or proposed Settlement Agreement or to participate at the Final Approval Hearing. All Settlement Class Members who do not request to opt out from the Settlement Class in the manner set forth in Paragraph 5.4, shall be bound by the terms of this Settlement Agreement, including the Release contained herein, and any judgment entered thereon, regardless of whether he or she files a Claim Form or receives any monetary benefits from the Settlement.

5.6. An Opt-Out Request or other request for exclusion that does not fully comply with the requirements set forth in Paragraph 5.4, or that is sent to an address other than that set forth in the Notice, shall be invalid, and the person submitting such request shall be treated as a Settlement Class Member and be bound by this Settlement Agreement, including the Release contained herein, and any judgment entered thereon.

5.7. No person shall purport to exercise any exclusion rights of any other person, or purport: (a) to opt out Settlement Class Members as a group, in the aggregate, or as a class involving more than one Settlement Class Member; or (b) to opt out more than one Settlement Class Member on a single paper, or as an agent or representative. Any such purported mass or class opt-out shall be void, and the Settlement Class Member(s) who is or are the subject of such purported Opt-Out Requests shall be treated as a Settlement Class Member and be bound by this Settlement Agreement, including the Release contained herein, and judgment entered thereon, unless he or she submits a valid and timely Opt-Out Request.

5.8. Within ten (10) Days after the last Day of the Opt-Out Period, the Settlement Administrator shall furnish to Settlement Class Counsel and to Defendant's Counsel a complete list of all valid Opt-Out Requests (the "Opt-Out List").

6.1. Any Settlement Class Member who wishes to object to the Settlement Agreement must submit a timely and valid written notice of his or her objection ("Objection") by the Objection Deadline. Such notice shall: (i) state the objecting Settlement Class Member's full name, mailing address, telephone number, and email address (if any); (ii) contain the objecting Settlement Class Member's personal and original signature; (iii) set forth information identifying the objector as a Settlement Class Member, including proof that the objector is within the Settlement Class (e.g., copy of the Notice or copy of original notice of the Data Incident); (iv) set forth a statement of all grounds for the objection, including any legal support for the objection that the objector believes applicable; (v) identify all counsel representing the objector; (vi) state whether the objector and/or his or her counsel will appear at the Final Approval Hearing, and; (vii) contain the signature of the

objector's duly authorized attorney or other duly authorized representative (if any), along with documentation setting forth such representation.

6.2. To be timely, an Objection in the appropriate form must be filed with the Clerk of the Court and mailed or hand-delivered concurrently upon Settlement Class Counsel and Defendant's Counsel at addresses set forth in the Notice no later than the Objection Deadline. The deadline for filing Objections shall be included in the Notice.

6.3. An objector is not required to attend the Final Approval Hearing. If an objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, he or she must also file with the Court, and mail or hand-deliver to Settlement Class Counsel and Defendant's Counsel, a notice of appearance no later than the Objection Deadline.

6.4. If the objecting Settlement Class Member intends to appear at the Final Approval Hearing through counsel, the notice of appearance filed with the Court must also identify the attorney(s) representing the objector who will appear at the Final Approval Hearing and include each such attorney's name, mailing address, phone number, email address, state bar(s) to which counsel is admitted, as well as associated state bar numbers, and a list identifying all objections such counsel has filed to class action settlements in the past three (3) years, the results of each objection, any court opinions ruling on the objections, and any sanctions issued by a court in connection with objections filed by such attorney.

6.5. If the objecting Settlement Class Member intends to request permission from the Court to call witnesses at the Final Approval Hearing, the objecting Settlement Class Member must provide Settlement Class Counsel and Defendant's Counsel a list of any such witnesses together with a brief summary of each witness's expected testimony at least thirty (30) Days before the Final Approval Hearing.

6.6. Any Settlement Class Member who fails to comply in full with the requirements for objecting set forth in this Settlement Agreement, the Notice, and any applicable orders of the Court shall forever waive and forfeit any and all rights he or she may have to raise any Objection to the Settlement Agreement, shall not be permitted to object to the approval of the Settlement at the Final Approval Hearing, shall be foreclosed from seeking any review of the Settlement or the terms of the Settlement Agreement by appeal or other means, and shall be bound by the Settlement Agreement and by all proceedings, orders, and judgments in the Action. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions set forth in this Section. Without limiting the foregoing, any challenge to the Settlement Agreement, the Final Order and Judgment approving this Settlement Agreement, or the Judgment to be entered upon final approval shall be pursuant to appeal under the Missouri Rules of Civil Procedure and not through a collateral attack. Any objecting Settlement Class Member who appeals final approval of the Settlement Agreement will be required to post an appeal bond.

7.1. Plaintiff will move the Court for Service Award to be paid to Plaintiff in an amount not to exceed Two Thousand and Five Hundred Dollars and no/100 (\$2,500.00), which award is intended to recognize Plaintiff for his efforts in the litigation and commitment on behalf of the Settlement Class. If approved by the Court, Defendant will pay the Service Award to an account established by Settlement Class Counsel no later than twenty-one (21) Days after the Effective

Date. The Service Awards will be paid by Defendant separate and apart from any other sums agreed to under this Settlement Agreement.

7.2. Plaintiff will move the Court for an award of attorneys' fees and costs in an amount not to exceed One Hundred Thousand dollars and no/100 (\$100,000.00) to Settlement Class Counsel. If approved by the Court, Settlement Class Counsel will provide Defendant with all appropriate documentation required under applicable law, including, without limitation, an appropriately completed Internal Revenue Service Form W-9, and Defendant will pay the Court-approved amount for attorneys' fees and costs to an account established by Settlement Class Counsel no later than twenty-one (21) Days after the Effective Date. The attorneys' fees and costs will be paid by Defendant separate and apart from any other sums agreed to under this Settlement Agreement.

7.3. Settlement Class Counsel will file the applications with the Court for the Service Award and attorneys' fees and costs no later than fourteen (14) Days prior to the Objection Deadline and end of the Opt-Out Period, unless otherwise ordered by the Court.

7.4. The Parties agree that Defendant will not in any event or circumstance be required to pay any amounts to Plaintiff or Settlement Class Counsel for Service Awards or attorneys' fees and costs in excess of the amounts identified above in Paragraphs 7.1 and 7.2.

7.5. The Parties agree that the Court's approval or denial of any request for Service Awards and/or attorneys' fees and costs are not conditions to this Settlement Agreement. The Parties further agree that the amount(s) of Service Awards, and of any award of attorneys' fees or costs, are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. No order of the Court, or modification, reversal, or appeal of any order of the Court, concerning the amount of Service Awards or any attorneys' fees or costs, ordered by the Court to be paid to Settlement Class Counsel, or Plaintiff, shall affect whether the Final Order and Judgment is Final, cancel, or terminate this Settlement Agreement, or constitute grounds for cancellation or termination of this Settlement Agreement.

8.1. All notices (other than the Notice) required by the Settlement Agreement shall be made in writing **and** communicated by mail or hand delivery to the following addresses:

All Notices to Settlement Class Counsel or Plaintiff shall be sent to:

Brittany Resch
bresch@straussborrelli.com
STRAUSS BORRELLI PLLC
980 N Michigan Avenue, Suite 1610
Chicago, Illinois 60611
872.263.1100

All Notices to Defendant's Counsel or Defendant shall be sent to:

Michael J. Hickey
mhickey@lewisrice.com

LEWIS RICE LLC
600 Washington Avenue, Suite 2500
St. Louis, Missouri 63101-1311
(314) 444-7600

Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of comments, Objections, Opt-Out Requests, or other documents, communications, or filings received as a result of any notice.

9. Settlement Approval Process and Class Certification

9.1 As soon as practicable after execution of this Settlement Agreement, the Parties shall jointly submit this Settlement Agreement to the Court and file a motion for preliminary approval of the settlement, requesting entry of a Preliminary Approval Order in the form attached hereto as **Exhibit D**, or an order substantially similar to such form, which:

- a) Preliminarily approves this Settlement Agreement;
- b) Certifies the Settlement Class for settlement purposes only pursuant to Section 2;
- c) Finds that the proposed Settlement is sufficiently fair, reasonable, and adequate to warrant providing notice to Settlement Class Members;
- d) Appoints the Settlement Administrator in accordance with the provisions *supra*;
- e) Approves the Notice Program and directs the Settlement Administrator to provide Notice to Settlement Class Members in accordance with the Notice Program provided for in this Settlement Agreement;
- f) Approves a customary form of short notice to be mailed to Settlement Class Members (the “Short Form Notice”) in a form substantially similar to the one attached hereto as **Exhibit A** and a customary long form of notice (“Long Form Notice”) in a form substantially similar to the one attached hereto as **Exhibit B**, which together shall include a fair summary of the Parties’ respective litigation positions, the general terms of the Settlement set forth in this Settlement Agreement, instructions for how to opt out of or object to the settlement, the process and instructions for making claims to the extent contemplated herein, and the date, time, and place of the Final Approval Hearing;
- g) Approves a Claim Form substantially similar to that attached hereto as **Exhibit C**, and directs the Settlement Administrator to conduct Settlement Administration in accordance with the provisions of this Settlement Agreement;
- h) Approves the opt-out and objection procedures as outlined in this Settlement Agreement;
- i) Schedules a Final Approval Hearing to consider the fairness,

reasonableness, and adequacy of the proposed Settlement and whether it should be finally approved by the Court;

- j) Appoints Settlement Class Counsel;
- k) Appoints Plaintiff as the Settlement Class Representative; and
- l) Contains any additional provisions agreeable to the Parties that might be necessary or advisable to implement the terms of this Settlement Agreement.

10. Final Approval Hearing

10.1 Settlement Class Counsel and Defendant's Counsel shall request that after Notice is completed, the Court hold a Final Approval Hearing and grant final approval of the Settlement set forth herein. The Parties will recommend that the Final Approval Hearing be scheduled no earlier than one-hundred and twenty (120) Days after the entry of the Preliminary Approval Order.

10.2 Plaintiff will file with the Court their brief in support of final approval no later than fourteen (14) Days before the Final Approval Hearing, or as directed by the Court.

10.3 The Parties shall ask the Court to enter a Final Order and Judgment in the same form as **Exhibit E** attached hereto.

10.4 If and when the Final Order and Judgment becomes Final, the Lawsuit shall be dismissed with prejudice, with the Parties to bear their own attorneys' fees, costs, and expenses not otherwise provided in accordance with this Settlement Agreement.

11. Termination

11.1 Each Party shall have the right to terminate this Settlement Agreement if:

- a) The Court denies preliminary approval of this Settlement Agreement (or grants preliminary approval through an order that is not substantially similar in form and substance to **Exhibit D** attached hereto);
- b) The Court denies final approval of this Settlement Agreement (or grants final approval through an order that materially differs in substance from **Exhibit E** attached hereto); or
- c) The Final Order and Judgment does not become Final because a higher court reverses final approval by the Court.

11.2 If a Party elects to terminate this Settlement Agreement under this Section 11, that Party must provide written notice to the other Party's counsel, by hand delivery, mail, or email within ten (10) Days of the Party learning of the occurrence of the condition permitting termination.

11.3 Nothing shall prevent Plaintiff or Defendant from appealing or seeking other

appropriate relief from an appellate court with respect to any denial by the Court of final approval of the Settlement. In the event such appellate proceedings result, by order of the appellate court or by an order after remand or a combination thereof, in the entry of an order(s) whereby the Settlement is approved in a manner substantially consistent with the substantive terms and intent of this Settlement Agreement, and dismissing all claims in the Lawsuit with prejudice, and otherwise meeting the substantive criteria of this Settlement Agreement for approval of the Settlement, such order shall be treated as a Final Order and Judgment.

11.4 If this Settlement Agreement is terminated or disapproved, or if the Effective Date should not occur for any reason, then: (i) this Settlement Agreement and all orders entered in connection therewith shall be rendered null and void; (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Lawsuit or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*; (iii) Defendant shall be responsible for all Costs of Settlement Administration incurred prior to the termination or disapproval; (iv) all Parties shall be deemed to have reverted to their respective positions and status in the Lawsuit as of the date this Settlement Agreement was executed and shall jointly request that a new case schedule be entered by the Court; and (v) Defendant shall have no payment, reimbursement, or other financial obligation of any kind as a result of this Settlement Agreement, other than as stated in Sub-Part (iii) above.

12.1 On the Effective Date, the Parties and each and every Settlement Class Member shall be bound by this Settlement Agreement and shall have recourse only to the benefits, rights, and remedies provided hereunder. No other action, demand, suit, arbitration, or other claim may be pursued against Defendant or any Released Persons with respect to the Released Claims.

12.2 Upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Plaintiff, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, pursuing, or participating in any recovery in any action in this or any other forum (other than participation in the Settlement as provided herein) in which any of the Released Claims are asserted.

12.3 On the Effective Date, and in consideration of the promises and covenants set forth in this Settlement Agreement, (i) Plaintiff and each Settlement Class Member, and each of their respective spouses and children with claims on behalf of the Settlement Class Member, executors, representatives, guardians, wards, heirs, estates, successors, predecessors, next friends, co-borrowers, co-obligors, co-debtors, legal representatives, attorneys, agents, and assigns, and all those who claim through them or who assert claims (or could assert claims) on their behalf (including the government in the capacity as *parens patriae* or on behalf of creditors or estates of the releasors), and each of them (collectively and individually, the “Releasing Persons”), and (ii) Settlement Class Counsel and each of their past and present law firms, partners, or other employers, employees, agents, representatives, successors, or assigns will be deemed to have, and by operation of the Final Order and Judgment shall have, fully, finally, completely, and forever released and discharged the Released Persons from the Released Claims. The release set forth in the preceding sentence (the “Release”) shall be included as part of any judgment, so that all Released Claims shall be barred by principles of *res judicata*, collateral estoppel, and claim and issue preclusion.

12.4 Without in any way limiting the scope of the Release, the Release covers, without limitation, any and all claims for attorneys' fees, costs, and expenses incurred by Settlement Class Counsel or any other counsel representing Plaintiff or Settlement Class Members, or any of them, in connection with or related in any manner to the Lawsuit, the Settlement, the administration of such Settlement and/or the Released Claims, as well as any and all claims for Service Awards to Plaintiff.

12.5 Subject to Court approval, as of the Effective Date, all Settlement Class Members shall be bound by this Settlement Agreement and the Release and all of their claims shall be dismissed with prejudice and released, irrespective of whether they received actual notice of the Lawsuit or this Settlement.

12.6 As of the Effective Date, the Released Persons are deemed, by operation of entry of the Final Order and Judgment, to have fully released and forever discharged each other of and from any claims they may have against each other arising from the claims asserted in the Lawsuit, including any claims arising out of the investigation, defense, or Settlement of the Lawsuit.

12.7 Nothing in the Release shall preclude any action to enforce the terms of this Settlement Agreement, including participation in any of the processes detailed herein.

13.1 The "Effective Date" of this Settlement Agreement shall be one (1) Day after the date when each and all of the following conditions have occurred:

- a) This Settlement Agreement has been fully executed by all Parties and their counsel;
- b) Orders have been entered by the Court certifying the Settlement Class, granting preliminary approval of this Settlement Agreement, and approving the Notice Program and Claim Form, all as provided above;
- c) The Court-approved Notice has been sent and the Settlement Website has been duly created and maintained as ordered by the Court;
- d) The Court has entered a Final Order and Judgment finally approving this Settlement Agreement, as provided above;
- e) The Final Order and Judgment has become Final; and
- f) The time for any appeal of the Final Order and Judgment has expired.

14. Miscellaneous Provisions

14.1 The recitals and exhibits to this Settlement Agreement are an integral part of the Settlement and are expressly incorporated and made a part of this Settlement Agreement.

14.2 The Parties (i) acknowledge that it is their intent to consummate this Agreement; and (ii) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement, and to exercise their best efforts to accomplish the

terms and conditions of this Settlement Agreement.

14.3 This Settlement Agreement is for settlement purposes only. No provision contained in this Settlement Agreement or any action taken hereunder shall constitute or be construed as an admission of the merit or validity of any claim or any fact alleged in the Lawsuit or of any wrongdoing, fault, violation of law, or liability of any kind on the part of Defendant or the Released Persons or any admission by Defendant or the Released Persons with respect to any claim or allegation made in any action or proceeding or any concession as to the merit of any of the claims asserted by Plaintiff in the Lawsuit. This Settlement Agreement shall not be offered or be admissible in evidence against either Party or the Released Persons or cited or referred to in any action or proceeding, except in an action or proceeding brought to enforce its terms. Nothing contained herein is or shall be construed or admissible as an admission by Defendant or the Released Persons that Plaintiff's claims or any similar claims are suitable for class treatment outside of this Settlement.

14.4 No tax advice has been offered or given by the parties, their attorneys, their agents, or any other representatives. All Settlement Class Members are responsible for any tax obligations or consequences that might arise from the Settlement Agreement or receipt of Settlement Benefits, including any federal, state, and local income taxes that may be due on any payments made to them and any other benefit they receive under this Settlement Agreement. Under no circumstances shall Defendant or any of the Released Parties have any liability for taxes or tax expenses under the Settlement Agreement or the Settlement.

14.5 In the event that there are any developments in the effectuation and administration of this Settlement Agreement that are not dealt with by the terms of this Settlement Agreement, then such matters shall be dealt with as agreed upon by the Parties, and failing such agreement, as shall be ordered by the Court. The Parties shall execute all documents and use their best efforts to perform all acts necessary and proper to promptly effectuate the terms of this Settlement Agreement and to take all necessary or appropriate actions to obtain judicial approval of this Settlement Agreement in order to give this Settlement Agreement full force and effect.

14.6 No Person shall have any claim against Plaintiff, Settlement Class Counsel, Defendant, Defendant's Counsel, the Settlement Administrator, the Released Persons, or their agents based on administration of the Settlement substantially in accordance with the terms of the Settlement Agreement or any court order.

14.7 This Settlement Agreement constitutes the entire agreement between the Parties with respect to the settlement of the Lawsuit. This Settlement Agreement supersedes all prior negotiations and agreements with respect to the settlement of the Lawsuit and may not be modified or amended, except by a writing signed by or on behalf of the Parties or their respective successors-in-interest. The Parties acknowledge, stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation, or understanding concerning any part of the subject matter of this Settlement Agreement has been made or relied on, except as expressly set forth in this Settlement Agreement.

14.8 There shall be no waiver of any term or condition absent an express writing to that effect by the waiving Party. No waiver of any term or condition in this Settlement Agreement shall

be construed as a waiver of a subsequent breach or failure of the same term or condition, or waiver of any other term or condition of this Settlement Agreement.

14.9 In the event a third party, such as a bankruptcy trustee, former spouse, or other third party, has or claims to have a claim against any payment made or to be made to a Settlement Class Member, it is the sole responsibility of the Settlement Class Member to transmit the funds to such third party in satisfaction of such claims.

14.10 The Parties intend this Settlement to be a final and complete resolution of all disputes between them with respect to the Lawsuit. The Settlement compromises and releases claims that are contested and shall not be deemed an admission by any Party as to the merits of any claim or defense. The Parties each agree that the Settlement was negotiated in good faith by the Parties and was reached voluntarily after consultation with competent legal counsel. The Parties reserve their right to rebut, in a manner that such Party determines to be appropriate, any contention made in any public forum that the Lawsuit was brought or defended in bad faith or without a reasonable basis. It is agreed that neither Party shall have any liability to one another as it relates to the Lawsuit, except as set forth herein.

14.11 This Settlement Agreement shall not be construed more strictly against one Party than another merely because of the fact that it may have been prepared by counsel for one of the Parties. The Parties recognize that because the arm's-length negotiations resulted in the Settlement Agreement, all Parties hereto have contributed substantially and materially to the preparation of the Settlement Agreement. All terms, conditions, and exhibits are material and necessary to this Settlement Agreement and have been relied upon by the Parties in entering into this Settlement Agreement.

14.12 The Court shall retain jurisdiction, after entry of the Final Order and Judgment, with respect to implementation and enforcement of the terms of this Settlement Agreement, and all Parties and Settlement Class Members submit to the exclusive jurisdiction of the Court for purposes of the implementation and enforcement of the Settlement embodied in this Settlement Agreement and any dispute with respect thereto.

14.13 This Settlement Agreement shall be interpreted, construed, and applied under and governed by the laws of Missouri without regard to its choice of law provisions.

14.14 In the event that any one or more of the provisions contained in this Settlement Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, which shall remain in full force and effect as though the invalid, illegal, or unenforceable provision had never been a part of this Settlement Agreement, as long as the benefits to Defendant or the Settlement Class Members are not materially altered as the result of the invalid, illegal, or unenforceable provision.

14.15 This Settlement Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties.

14.16 The headings used in this Settlement Agreement are for the convenience of the reader only and shall not affect the meaning or interpretation of this Settlement Agreement. In construing this Settlement Agreement, the use of the singular includes the plural (and vice-versa),

and the use of the masculine includes the feminine (and vice-versa).

14.17 All dollar amounts are in United States dollars (USD).

14.18 This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original as against any Party who has signed it and all of which shall be deemed a single Settlement Agreement.

14.19 Each Party to this Settlement Agreement and the signatories thereto warrant that he, she, or it is acting upon his, her, or its independent judgment and the advice of his, her, or its counsel and not in reliance upon any warranty or representation, express or implied, of any nature or kind by any other Party, other than the warranties and representations expressly made in this Settlement Agreement.

14.20 Each signatory below warrants that he or she has authority to execute this Settlement Agreement and bind the Party on whose behalf he or she is executing the Settlement Agreement.

14.21 At Defendant's election the account into which monies are paid by Defendant to fund the Settlement as set forth herein may be a Qualified Settlement Fund (QSF) opened, administered and controlled by the Settlement Administrator pursuant to Section 468B of the IRC and Treas. Reg. § 1.468B-1, 26 C.F.R. § 1.468B-1, et seq.

[remainder of page intentionally blank; signature page follows]

IN WITNESS WHEREOF, the Parties hereto have caused the Settlement Agreement to be executed,

/s/ _____

Plaintiff Adam Schroeder

/s/ _____

Defendant M.I. Industries, Inc.

Dated:

Dated:

/s/ _____

/s/ _____

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