

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

DARNELL CRAWFORD and MICHAEL )	)	
DEW, on behalf of themselves )	)	
and others similarly situated, )	)	
	)	Case No.: 2122-CC00411
	)	
<i>Plaintiffs,</i>	)	
	)	
v.	)	
	)	
THYSSENKRUPP MATERIALS NA, )	)	
INC. and THYSSENKRUPP SUPPLY )	)	
CHAIN SERVICES NA, INC., )	)	
	)	
<i>Defendants.</i>	)	

**CLASS ACTION SETTLEMENT AGREEMENT  
WITH  
THYSSENKRUPP MATERIALS NA, INC. AND  
THYSSENKRUPP SUPPLY CHAIN SERVICES NA, INC.**

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**SCHEDULE OF EXHIBITS**

Exhibit A — Claim Form

Exhibit B — Detailed Notice

Exhibit C — Final Approval Order

Exhibit D — Preliminary Approval Order

Exhibit E — Summary Notice

## AGREEMENT

Plaintiffs, Darnell Crawford and Michael Dew, individually and on behalf of all others similarly situated, and Defendants, thyssenkrupp Materials NA, Inc., and thyssenkrupp Supply Chain Services NA, Inc., subject to court approval, enter into the following Settlement Agreement:

### 1 RECITALS

#### 1.1 Defendants Experience a Data Incident.

On or about December 28, 2020, Defendants experienced a Data Incident<sup>1</sup> in which tk Materials' servers and workstations were encrypted in a ransomware attack that Plaintiffs allege involved a compromise of personally identifiable information of certain of its current and former employees, including, but not limited to, exposure of names, addresses, Social Security numbers, dates of birth, direct deposit information, health information, and contact information.

#### 1.2 Defendants Give Notice of the Data Incident and Offer Two Years of Credit Monitoring at No Cost.

On January 28, 2021, Defendants mailed notification letters to Plaintiffs and other employees of the Data Incident. The letters reiterated an offer to current employees made earlier in January to enroll, at no cost, in a three-bureau credit monitoring service known as *myTrueIdentity* for two years. Additional notification letters were mailed on May 19, 2021 to former employees whose information was identified in a review of documents potentially at issue in the Data Incident.

#### 1.3 Plaintiffs Sue Defendants in State Court over the Data Incident.

On February 25, 2021, Plaintiffs filed their Class Action Petition in the Circuit Court of the City of St. Louis in the State of Missouri, No. 2122-CC00411. Plaintiffs alleged that they were damaged by Defendants' failure to adequately protect Plaintiffs' and similarly situated persons' personally identifiable information that was compromised during the Data Incident. The Action brought claims for negligence, negligence *per se*, invasion of privacy, and breach of contract.

#### 1.4 Defendants Remove the Action to Federal Court.

On April 2, 2021, Defendants filed a Notice of Removal, removing the Action to the United States District Court for the Eastern District of Missouri.

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<sup>1</sup> Capitalized terms in this Settlement Agreement are defined below in Sections 2 and 3.

### **1.5 Defendants Move to Dismiss the Action in Federal Court.**

On April 23, 2021, Defendants filed a Motion to Dismiss all of Plaintiffs' claims, and the parties fully briefed that motion.

### **1.6 Plaintiffs Move to Remand the Action to State Court.**

On April 30, 2021, Plaintiffs filed a Motion to Remand, or Alternatively, for Jurisdictional Discovery, and the parties fully briefed that motion.

### **1.7 The Federal Court Remands the Action to State Court.**

On October 18, 2021, the United States District Court for the Eastern District of Missouri entered an Order of Remand, remanding the Action to the Circuit Court of the City of St. Louis, State of Missouri.

### **1.8 Defendants Move to Dismiss the Action in State Court.**

On November 16, 2021, Defendants filed a Motion to Dismiss Plaintiffs' Class Action Petition in the Circuit Court of the City of St. Louis, State of Missouri.

### **1.9 The Parties Agree to Mediate and Subsequently Reach an Agreement in Principle to Settle the Action.**

In December of 2021, the Plaintiffs and Defendants agreed to a mediation with the Honorable Wayne R. Andersen (ret.) of JAMS. On January 11, 2022, the parties engaged in a full-day, arm's-length mediation with Judge Andersen serving as the mediator. The parties did not reach an agreement at the mediation. On January 12, 2022, Judge Andersen made a mediator's proposal to resolve the Action. Both parties accepted the mediator's proposal on January 13, 2022.

### **1.10 The Parties Negotiate the Detailed Terms of this Settlement Agreement.**

Following both parties' acceptance of the mediator's proposal, the parties engaged in negotiations over the detailed terms of this Settlement Agreement.

### **1.11 Defendants Deny Liability.**

By entering into this Settlement Agreement, Defendants do not concede or admit, and expressly deny, any liability based on the allegations and claims made in the Action. Defendants are entering into this Settlement Agreement solely to eliminate the uncertainties, burdens, and expenses of protracted litigation and to obtain a final resolution as provided by the releases contained in this Settlement Agreement.

### **1.12 Plaintiffs Deny Defenses.**

By entering into this Settlement Agreement, Plaintiffs do not concede, and expressly deny, that their claims in the Action lack merit or are subject to any defenses. Plaintiffs are entering into this Settlement Agreement solely to eliminate the uncertainties, burdens, and expenses of protracted litigation and to liquidate the claims and obtain relief.

### **1.13 Opinion of Class Counsel.**

Class Counsel believes that the proposed settlement set forth in this Settlement Agreement is a fair, reasonable, and adequate compromise of the claims in the Action, particularly considering the risks, uncertainties, and delays inherent in complex litigation.

## **2 DEFINITIONS**

### **2.1 Action.**

“Action” means *Crawford v. Thyssenkrupp Materials NA, Inc.*, No. 2122-CC00411 (Cir. Ct. St. Louis Mo.).

### **2.2 Claim Form.**

“Claim Form” means the claim form, in substantially the form attached as Exhibit A and as translated into an online form on the Settlement Website, approved by the Court.

### **2.3 Class Counsel.**

“Class Counsel” means the law firms of Branstetter, Stranch & Jennings, PLLC; Carey Danis & Lowe; Cohen & Malad, LLP; and Muchnick Haber Margolis, LC.

### **2.4 Class Member.**

“Class Member” means any person who is a member of the Settlement Class and who has not submitted a timely request to be excluded pursuant to Section 3.7.

### **2.5 Class Member List.**

“Class Member List” means the list containing the name and last-known address of each member of the Settlement Class, as determined from Defendants’ records.



## **2.6 Class Representatives.**

“Class Representatives” means Plaintiffs Darnell Crawford and Michael Dew.

## **2.7 Court.**

“Court” means the Circuit Court of the City of St. Louis, State of Missouri.

## **2.8 Data Incident.**

“Data Incident” means the incident described above in Section 1.1 and of which Defendants gave notice as described in Section 1.2

## **2.9 Defendants.**

“Defendants” means thyssenkrupp Materials NA, Inc., and thyssenkrupp Supply Chain Services NA, Inc.

## **2.10 Defendants’ Counsel.**

“Defendants’ Counsel” means the law firms of Greenberg Traurig, LLP and Bryan Cave Leighton Paisner LLP.

## **2.11 Detailed Notice.**

“Detailed Notice” means the proposed detailed notice, in substantially the form of Exhibit B, approved by the Court.

## **2.12 Extraordinary Loss.**

“Extraordinary Loss” means an unreimbursed monetary loss suffered by a Class Member that is not Lost Time or an Ordinary Loss, that arises from financial fraud or identity theft, that is attributable to the Data Incident, and that the Class Member made reasonable efforts to avoid, mitigate, or seek other reimbursement for.

## **2.13 Final Approval Hearing.**

“Final Approval Hearing” means the hearing that the Court will conduct to consider whether to grant final approval of this Settlement Agreement.

## **2.14 Final Approval Order.**

“Final Approval Order” means the order, substantially in the form of Exhibit B, entered by the Court granting final approval of this Settlement Agreement.

## **2.15 Identity Theft Protection Services.**

“Identity Theft Protection Services” means TransUnion *myTrueIdentity* – Credit Monitoring, or an equivalent reputable product, which includes, among other features, triple-bureau credit monitoring and insurance with an aggregate limit of \$1,000,000 to cover losses incurred as the result of a stolen identity event.

## **2.16 Lost Time.**

“Lost Time” means time a Class Member spent addressing the Data Incident, such as, for example, time spent freezing credit reports, obtaining credit monitoring, or addressing identity theft associated with the Data Incident.

## **2.17 Notice Declaration.**

“Notice Declaration” means a sworn statement to be provided by the Settlement Administrator setting forth the details of Settlement Administrator’s administration of notice as set forth in Section 3.4 and attaching any objections or opt-outs received by the Settlement Administrator under Sections 3.6 and 3.7.

## **2.18 Ordinary Loss.**

“Ordinary Loss” means any of the following unreimbursed losses incurred by a Class Member: bank fees, long distance phone charges, cell phone and data charges (if charged by usage), postage expenses, fuel expenses, parking expenses, fees to replace a card or identification (e.g., a driver’s license), fees for additional credit reports, and costs of credit monitoring or identity theft insurance products purchased between December 28, 2020, and the date the Court enters the Preliminary Approval Order.

## **2.19 Preliminary Approval Order.**

“Preliminary Approval Order” means the order, substantially in the form of Exhibit D, granting preliminary approval to this Settlement Agreement.

## **2.20 Released Claims.**

“Released Claims” means any and all claims, causes of action, debts, obligations, payments, promises, damages, judgments, liens, demands and liabilities of any and every kind and description, including any causes of action in law, claims in equity, complaints, suits or petitions, and any allegations of wrongdoing, demand for legal, equitable, or administrative relief (including, but not limited to, any claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, compensatory damages, consequential damages, penalties, exemplary damages, punitive damages, attorneys’ fees, costs, interests or expense), that the Class Members have or may

have had in the past, or may claim now or in the future to have, whether in arbitration, administrative, or judicial proceedings, that were or could have been asserted or alleged arising out of the same nucleus of operative fact as any of the claims alleged or asserted in the Action concerning the Data Incident.

### **2.21 Released Parties.**

“Released Parties” means Defendants thyssenkrupp Materials NA, Inc. and thyssenkrupp Supply Chain Services NA, Inc., as well as their present and former predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, vendors, customers, insurers, and any and all of their past, present, and future officers, directors, employees, stockholders, partners, servants, agents, predecessors, successors, and assigns.

### **2.22 Settlement Administrator.**

“Settlement Administrator” means [Defendant to propose, subject to Plaintiffs’ consent (not to be unreasonably withheld)].

### **2.23 Settlement Class.**

“Settlement Class” means all persons to whom Defendants sent a Notice of Data Breach in January or May 2021, disclosing the Data Incident.

### **2.24 Settlement Website.**

“Settlement Website” means the website located at www.[agreed on URL].com, established as a means for Class Members to obtain notice and information about the Settlement and relevant case documents and deadlines. The Settlement Website shall contain relevant documents, including, but not limited to, the Notice, this Agreement, Plaintiffs’ Motion for Preliminary Approval of the Settlement, the Preliminary Approval Order, Plaintiffs’ Fee Application, and a downloadable and online version of the Claim Form and Detailed Notice. The Settlement Website shall also include a toll-free number, email address, and mailing address through which Class Members may contact the Settlement Administrator directly. The Settlement Website shall not include any advertising and shall remain operational until at least thirty (30) days after all Settlement payments have been distributed.

### **2.25 Summary Notice.**

“Summary Notice” means the proposed summary notice, in substantially the form of Exhibit E, approved by the Court

## 2.26 Value of the Settlement.

“Value of the Settlement” means the approximate amount of \$1,771,325, which is comprised of the estimated costs to Defendants to provide the benefits set forth in this Settlement Agreement, including costs of Identity Theft Protection Services; the maximum amounts payable by Defendants for Lost Time, Ordinary Loss, Extraordinary Loss; the service awards to the Class Representatives; and attorneys’ fees to Class Counsel.

## 3 DATES AND DEADLINES

The following deadlines, which are in approximate chronological order, apply throughout this Settlement Agreement. Each deadline shall be computed in accordance with Mo. R. Civ. Proc. 44.01(a).

<b>3.1 Date of Execution.</b>	The first date on which this Settlement Agreement has been fully executed by all signatories.
<b>3.2 Deadline to File Motion for Preliminary Approval.</b>	7 days after the Date of Execution.
<b>3.3 Deadline to Prepare Class Member List.</b>	7 days after entry of the Preliminary Approval Order.
<b>3.4 Deadline to Send Notice.</b>	30 days after entry of the Preliminary Approval Order.
<b>3.5 Deadline to File Motion for Fees, Expenses, and Service Awards.</b>	14 days after the Deadline to Send Notice.
<b>3.6 Deadline to Object.</b>	45 days after the Deadline to Send Notice.
<b>3.7 Deadline to Opt-Out.</b>	45 days after the Deadline to Send Notice.
<b>3.8 Deadline to Prepare Notice Declaration.</b>	7 days after the Deadline to Opt-Out.
<b>3.9 Deadline to Terminate Agreement.</b>	5 business days after the Deadline to Prepare Notice Declaration.

<b>3.10 Deadline to File Motion for Final Approval.</b>	14 days before the date of the Final Approval Hearing or as otherwise ordered by the Court.
<b>3.11 Final Approval Hearing</b>	Approximately 45-70 days after the Deadline to Send Notice.
<b>3.12 Effective Date.</b>	30 days after the entry of the Final Approval Order, provided no Class Member objects to this Settlement Agreement. If a Class Member objects to this Settlement Agreement, then the Effective Date shall be the later of: (1) 30 days after entry of the Final Approval Order, if no appeals are taken from the Final Approval Order; or (2) if appeals are taken from the Final Approval Order, then 30 days after an appellate court ruling affirming the Final Approval Order and expiration of all further deadlines to seek further review, or of dismissal of the appeal.
<b>3.13 Deadline to Pay Fees, Expenses, and Service Awards.</b>	10 days after the Effective Date.
<b>3.14 Deadline to Provide Identity Theft Protection Services.</b>	30 days after the Settlement Administrator reports to Defendants its determination that the claim is valid, but in no event earlier than the Effective Date
<b>3.15 Deadline to Submit Claims.</b>	90 days after the Deadline to Send Notice.
<b>3.16 Deadline to Determine Economic Loss Claims.</b>	30 days after the Deadline to Submit Claims.
<b>3.17 Deadline to Pay Economic Loss Claims.</b>	30 days after the Settlement Administrator reports to Defendants its determination that the claim is valid, but in no event earlier than the Effective Date.

<b>3.18 Date Settlement Checks Expire.</b>	120 days after the Deadline to Pay Economic Loss Claims.
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#### **4 BENEFITS OF THE SETTLEMENT TO CLASS MEMBERS**

In consideration for the releases provided in this Settlement Agreement, Defendants will provide the benefits and payments listed in this Section to Class Members. A Class Member may claim all of the benefits to which the Class Member has a valid claim under this Section, provided, however, that a Class Member who enrolled in the two years of Identity Theft Protection Services originally offered by Defendants, as referenced in Section 1.2, need not submit a claim in order to receive an automatic extension of Identity Theft Protection Services to cover an additional year, as set forth in Section 4.1.

##### **4.1 Defendants Pay for Identity Theft Protection Services.**

For those Class Members who enrolled in the two years of Identity Theft Protection Services originally offered by Defendants, as referenced in Section 1.2, Defendants will automatically extend each Class Member's Identity Theft Protection Services to cover an additional year, for a total of three years of coverage, without the need for the Class Member to submit any claim.

For all other Class Members, Defendants will provide the Class Member with the option to enroll in two years of Identity Theft Protection Services at no cost to the Class Member. A Class Member may claim this benefit by submitting a completed Claim Form to the Settlement Administrator postmarked no later than the Deadline to Submit Claims or by submitting such a request by that deadline through the Settlement Website. The claim will be processed and benefits distributed as set forth in Section 5.2.

##### **4.2 Defendants Pay for Lost Time, Ordinary Loss, and Extraordinary Loss.**

Defendants will pay all valid claims of Class Members for Lost Time, Ordinary Loss, and Extraordinary Loss, up to an aggregate total not to exceed \$750,000 for all Class Members, and subject to the follow per Class Member limits:

1. Defendants will pay \$25 per hour for Lost Time, up to a total of 6 hours of Lost Time per Class Member.
2. Defendants will pay Ordinary Loss up to \$200 per Class Member.
3. Defendants will pay Extraordinary Loss up to \$8,000 per Class Member.

If the total amount of valid claims for Lost Time, Ordinary Loss, and Extraordinary Loss for all Class Members exceeds \$750,000, the payment due to each Class Member with a valid claim will be reduced on a pro rata basis. In no event shall Defendants be liable to pay more than \$750,000 for valid claims for Lost Time, Ordinary Loss, and Extraordinary Loss.

A Class Member may claim this benefit by submitting a completed Claim Form to the Settlement Administrator postmarked no later than the Deadline to Submit Claims or by submitting such a request by that deadline through the Settlement Website. The claim will be processed and benefits distributed as set forth in Section 5.3.

#### **4.3 Defendants Pay for Settlement Notice and Administration Costs.**

Defendants will pay all costs and expenses of settlement notice and administration, including, but not limited to, the expense of the Settlement Administrator, the expense of preparing the Class Member List, and all expenses involved in providing notice to the members of the Settlement Class and distributing the benefits of the settlement to Class Members.

#### **4.4 Defendants Pay Attorneys' Fees, Expenses, and Service Awards.**

Defendants will pay to Class Counsel attorneys' fees and expenses approved by the Court in an amount not to exceed \$435,000 and will pay service awards approved by the Court in an amount not to exceed \$3,500 to each Class Representative and not to exceed \$7,000 in aggregate to all Class Representatives. Defendants will make these payments no later than Deadline to Pay Fees, Expenses, and Service Awards.

### **5 CLAIMS PROCESSING AND PROVISION OF SETTLEMENT BENEFITS**

#### **5.1 Settlement Administrator's Duties and Discretion in Processing Claims.**

The Settlement Administrator will be responsible for collecting and processing all Identity Theft Protection Services Claim Forms and all Economic Loss Claim Forms, whether submitted by mail or through the Settlement Website. The Settlement Administrator may consult with Class Counsel and Defendants' Counsel in making determinations as to any claim, but the Settlement Administrator has the sole discretion to determine, in good faith and under the terms of this Settlement Agreement, whether any claim is timely, whether any claim is complete or deficient, and whether any claim is valid, including whether

documentation is sufficient to support any claim. If the Settlement Administrator identifies a deficiency in the information provided for any claim, the Settlement Administrator must follow the procedures in Section 5.4 to allow the Class Member a chance to cure the deficiency.

## **5.2 Processing of Identity Theft Protection Services Claims.**

A claim for Identity Theft Protection Services will be valid so long as: (i) the claim is submitted by or on behalf of a Class Member who did not enroll in the two years of Identity Theft Protection Services originally offered by Defendants and referenced in Section 1.2; (ii) the information required to process the claim has been completed; and (iii) the original claim has been submitted on or before the Deadline to Submit Claims.

The Settlement Administrator must process Claim Forms requesting Identity Theft Protection Services within 30 days of receipt to determine whether the claim for Identity Theft Protection Services is valid, and must report its determinations monthly to Defendants. The Settlement Administrator must work with the provider of the Identity Theft Protection Services to obtain activation codes for the service for all Class Members who submit a valid claim, at Defendants' cost. By no later than the Deadline to Provide Identity Theft Protection Services, the Settlement Administrator must distribute the activation codes to Class Members who submit valid claims for Identity Theft Protection Services.

## **5.3 Processing of Claims for Lost Time, Ordinary Loss, and Extraordinary Loss.**

A claim for Lost Time will be valid so long as: (i) the claim is submitted by or on behalf of a Class Member; (ii) the information required to process the claim has been completed; and (iii) the original claim has been submitted on or before the Deadline to Submit Claims.

A claim for Ordinary Loss will be valid so long as: (i) the claim is submitted by or on behalf of a Class Member; (ii) the information required to process the claim has been completed; (iii) the original claim has been submitted on or before the Deadline to Submit Claims; (iv) the claim has not previously been compensated by a third party and is attributable to the Data incident and (v) the claim is supported by documentation sufficient to the Settlement Administrator to show the Ordinary Loss was incurred.

A claim for Extraordinary Loss will be valid so long as: (i) the claim is submitted by or on behalf of a Class Member; (ii) the information required to process the claim has been completed; (iii) the original claim has been submitted on or before the Deadline to Submit Claims; (iv) the claim is supported by documentation sufficient to show the Extraordinary Loss was incurred, (v) the claim



has not previously been compensated by a third party or otherwise under the Agreement, (vi) is attributable to the Data Incident, and (vii) the Class Member made reasonable efforts to avoid, mitigate, or seek reimbursement for the Extraordinary Loss. In determining whether an Extraordinary Loss is attributable to the Data Incident, the Settlement Administrator must consider: (i) whether the timing of the loss occurred on or after the date of the Data Incident; and (ii) whether the information used to commit identity theft or fraud consisted of the type of information that was potentially compromised for that Class Member in the Data Incident. The Settlement Administrator may consult with Defendants concerning what information was potentially compromised for any claimant.

On or before the Deadline to Determine Economic Loss Claims, the Settlement Administrator must determine the total amount of valid claims for Lost Time, Ordinary Loss, and Extraordinary Loss, and must report that amount to the Defendants. On or promptly after Deadline to Determine Economic Loss Claims and before the Deadline to Pay Economic Loss Claims, the Settlement Administrator must send a check to each Class Member for the total amount of valid claims for that Class Member for Lost Time, Ordinary Loss, and Extraordinary Loss, and Defendants shall be responsible for providing the Settlement Administrator with funds to make such payments on or before the Deadline to Pay Economic Loss Claims. Checks shall be valid until the Date Settlement Checks Expire. The Settlement Administrator shall return to Defendants the amount of any checks that are not cashed or deposited before the Date Settlement Checks Expire. All payments under this subsection are subject to the payment limits and reductions set forth in Section 4.2.

#### **5.4 Processing Deficient Claims and Opportunity to Cure.**

Prior to the Deadline to Determine Economic Loss Claims, if the Settlement Administrator determines that any Claim Form that has been submitted is deficient or that additional documentation or information is necessary to determine the validity of the claim, the Settlement Administrator shall promptly provide the person submitting the Claim Form with notice of the deficiency and request that the person provide the information or documentation necessary to process the Claim Form and to determine the validity of the claim. Failure of the person to provide the requested information prior to the Deadline to Determine Economic Loss Claims may result in denial of the claim, or part of it, by the Settlement Administrator.

## **6 RELEASES**

### **6.1 Class Members' Release.**

As of the Effective Date, the Class Representatives and all Class Members shall be deemed to have fully and irrevocably released and forever discharged Released Parties from any and all Released Claims. The relief stated above will be

offered to participating Class Members as consideration for the release set forth in this paragraph.

## **6.2 Defendants' Release.**

As of the Effective Date, Defendants shall be deemed to have fully and irrevocably released and forever discharged the Class Representatives and Class Counsel from all rights, claims, damages, and liabilities relating to the filing and prosecution of the Action.

## **7 PROCEDURE FOR COURT APPROVAL OF SETTLEMENT**

### **7.1 Stipulation to Certification of the Settlement Class and Appointment of Class Representatives and Class Counsel for Purposes of Settlement Only.**

Subject to Section 8.2, and for purposes of settlement only, the Parties agree that the Settlement Class meets all of the requirements for class certification under Missouri Rules of Civil Procedure 52.08(a) and (b)(3), that the Class Representatives should be appointed as representatives of the Settlement Class, and that Class Counsel should be appointed as counsel for the Settlement Class. Subject to Section 8.2, and for purposes of settlement only, Defendants will not oppose certification of the Settlement Class and appointment of Class Counsel and the Class Representatives.

### **7.2 Preliminary Approval of the Settlement by the Court.**

On or before the Deadline to File Motion for Preliminary Approval, the Class Representatives must move the Court to enter the Preliminary Approval Order, and Defendants will not oppose entry of the Preliminary Approval Order. Class Counsel shall provide a courtesy copy of the motion and memorandum at least 7 days in advance of filing with an opportunity for Defendants' Counsel to provide feedback on the language of the Preliminary Approval Order.

### **7.3 Notice to the Settlement Class of the Preliminarily Approved Settlement.**

On or before the Deadline to Prepare Class Member List, Defendants must provide the Settlement Administrator with the Class Member List.

On or before the Deadline to Send Notice, the Settlement Administrator must activate the Settlement Website, post the Detailed Notice to the Settlement Website, and mail the Summary Notice to each person listed on the Class Member List. If any Summary Notice is returned as undeliverable, the Settlement Administrator must forward the returned Summary Notice to the forwarding address provided or, if no forwarded address is provided, must attempt to locate the

correct address through a reasonable search and must forward the Summary Notice to the address, if any, obtained from the search.

#### **7.4 Posting of the Motion for Attorneys' Fees, Expenses, and Service Awards.**

On or before the Deadline to File Motion for Fees, Expenses, and Service Awards, the Class Representatives must file any motion requesting payment of attorneys' fees, expenses, and service awards, to be heard at the Final Approval Hearing, and the Class Representatives must promptly forward the motion to the Settlement Administrator for posting to the Settlement Website.

#### **7.5 Right of Members of the Settlement Class to Opt Out.**

Any person may exclude him or herself from the Settlement Class by mailing to the Settlement Administrator a written request for exclusion. All requests to be excluded must be postmarked no later than the Deadline to Opt-Out, must contain the person's name and address, must be signed by the person, and must state in substance that the person requests to opt out or be excluded from the settlement. Upon receipt of any request to opt-out of the settlement, the Settlement Administrator must promptly forward the opt-out request to Class Counsel and Defendants' Counsel.

#### **7.6 Right of Class Members to Object.**

Any Class Member may object to approval of the Settlement Agreement, or any part of it, by mailing a written objection to the Settlement Administrator. All objections must be postmarked no later than the Deadline to Object and must include a written statement setting forth all of the bases for the objection, accompanied by any evidence that the Class Member intends to offer in support of the objection. If the objecting Class Member intends to appear at the Final Approval Hearing, the objection must state that intention and whether the Class Member will appear pro se or by counsel, along with contact information for any counsel. Any counsel who wish to speak at the Final Approval Hearing must be duly admitted to the Court and must file an appearance in accordance with the applicable Court rules. Upon receipt of any objection to the Settlement, the Settlement Administrator must promptly forward the objection to Class Counsel and Defendants' Counsel.

#### **7.7 Settlement Administrator's Report on Notice, Opt-Outs, and Objections.**

On or before the Deadline to Prepare Notice Declaration, the Settlement Administrator must provide Class Counsel and Defendants' Counsel with the Notice Declaration.

## **7.8 Defendants' Right to Terminate Based on Opt-Outs.**

If the number of persons who submit timely request to opt out under Section 7.5 meets or exceeds 5% of the total number of persons in the Settlement Class, Defendants may, at their sole discretion, terminate this Settlement Agreement by sending notice of termination to Class Counsel by the Deadline to Terminate Agreement.

## **7.9 Motion for Final Approval.**

On or before the Deadline to File Motion for Final Approval Motion, the Class Representatives must file a motion requesting that the Court grant final approval to the Settlement by entering the Final Approval Order. The motion must include the Settlement Administrator's Notice Declaration, along with arguments in response to any objection to the Settlement that have been received.

## **7.10 Final Approval Hearing.**

At the final approval hearing, the Class Representatives and Defendants must jointly move the Court to enter the Final Approval Order.

# **8 MISCELLANEOUS PROVISIONS**

## **8.1 Best Efforts.**

The Class Representatives, Class Counsel, Defendants, and Defendants' counsel agree to undertake their best efforts to effectuate this Settlement Agreement, including: (i) all steps that may be appropriate or necessary to secure the Court's preliminary and final approvals and entry of the Preliminary Approval Order and the Final Approval Order; and (ii) all steps that may be appropriate or necessary to oppose any challenges to or appeals from the Court's orders approving the Settlement Agreement; and (iii) Class Representatives and Class Counsel shall each provide a Form W-9 to Defendant and its insurer and the Settlement Administrator prior to receiving the payments set forth in Paragraph 4.4.

## **8.2 Effect of Termination or Failure of Effective Date to Occur.**

If this Settlement Agreement is terminated under Section 7.8, if the Settlement Agreement is rejected by the Court or on appeal such that the Effective Date will not occur, or if the Settlement Agreement for any other reason is rendered void, then: (i) no act, statement, or filing in furtherance of this Settlement Agreement may be used to support or oppose the certification of any class in the lawsuit; (ii) all the parties to this Settlement Agreement will be returned to the same position in the lawsuit that they were in on the day before the Date of Execution; (iii) the Settlement Class shall be decertified; and (iv) Defendants will be entitled to object to certification of any class in this Action.

### **8.3 Integration Clause.**

This Settlement Agreement, and all exhibits to it, constitute the entire agreement between the parties and can be modified only in writing. This Settlement Agreement, and all exhibits to it, constitute the entire agreement between the parties, and supersede any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they relate in any way to the subject matter of this Settlement Agreement. The Settlement Agreement is an integrated agreement, and no promise, inducement, or agreement separate from this Settlement Agreement has been made to the parties. The terms of this Settlement Agreement, and all exhibits to it, are binding upon and inure to the benefit of each of the parties and their respective successors, heirs, and assigns.

### **8.4 Execution Electronically and in Counterparts.**

This Settlement Agreement may be executed in counterparts, and each counterpart, when executed, is deemed to be an original. This Settlement Agreement may be executed via electronic signature (e.g., by DocuSign).

### **8.5 No Construction Against the Drafter.**

Each party has participated in negotiating and drafting this agreement through counsel as a result of arms-length negotiations, so if an ambiguity or question of intent or interpretation arises, this Settlement Agreement is to be construed as if the parties had drafted it jointly, as opposed to being construed against a party. Further, each party represents that they have each read this Settlement Agreement and are fully aware of and understand all of its terms and the legal consequences thereof. The parties represent that they have consulted or have had the opportunity to consult with and have received or have had the opportunity to receive advice from legal counsel in connection with their review and execution of this Settlement Agreement.

### **8.6 Choice of Law, Forum, and Stipulation to Jurisdiction.**

This Settlement Agreement, and all exhibits to it, will be governed by the laws of the State of Missouri, and the parties to this Settlement Agreement stipulate that the Court has personal jurisdiction over them for purposes of administering, interpreting, and enforcing this Settlement Agreement. All proceedings relating to the administration, interpretation, and enforcement of this Settlement Agreement and related documents must be brought in the Court.

### **8.7 Court Approval.**

This Settlement Agreement requires Court approval to become effective.

[This space intentionally left blank.]

**9 SIGNATURES**

<p><b>Darnell Crawford</b></p> <p>_____</p> <p>Dated: _____</p>	<p><b>thyssenkrupp Materials NA, Inc.</b></p> <p>By: _____</p> <p>Its: _____</p> <p>Dated: _____</p>
<p><b>Michael Dew</b></p> <p>_____</p> <p>Dated: _____</p>	<p><b>thyssenkrupp Supply Chain NA, Inc.</b></p> <p>By: _____</p> <p>Its: _____</p> <p>Dated: _____</p>