

KYLE SANFORD, individually, and  
on behalf of all others similarly situated,

V.

Defendant.

## Division 2

This matter comes before the Court on Plaintiff's Motion for Preliminary Approval of Class Action Settlement (the "Motion"). The Court has reviewed and considered all papers filed in connection with the Motion, including the Class Action Settlement Agreement (the "Agreement") and all exhibit attached thereto. Terms capitalized herein and not defined shall have the meanings ascribed to them in the Agreement. Having reviewed and considered all such materials,

THE COURT HEREBY ORDERS that the Motion is granted, and further finds and orders as follows.

1. Preliminary Approval of the Settlement and Certification of the Settlement Class.

a. Based on its examination of the record, the Court has made a preliminary determination, under Missouri Rule of Civil Procedure 52.08 and applicable case law, that the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class. The Court therefore preliminarily approves the Settlement and finds that those Settlement Class

Members whose claims would be settled, compromised, dismissed, and/or released pursuant to the Settlement should be given notice and an opportunity to be heard regarding final approval of the Settlement and other related matters.

b. The Court preliminarily finds that the proposed Settlement Class meets all of the applicable requirements under Missouri Rule 52.08(a) and (b)(3). The Court hereby certifies the following Class for settlement purposes only:

All individuals, excluding the Parties' counsel and the Court, who at any point between December 3, 2007 and July 31, 2017 purchased the "Pure Broadband" package, and no other telephony services, from CenturyLink in the State of Missouri and were assessed a Universal Fund Surcharge, a Missouri Universal Service Fund Surcharge, a 911 Surcharge, and/or a Missouri Relay Surcharge.

Certification of this Class for settlement purposes only is without prejudice to CenturyLink's right to oppose class certification in the Action.

c. Plaintiff Kyle Sanford is conditionally appointed as representative of the Settlement Class, and Humphrey, Farrington & McClain, P.C. is conditionally appointed as Class Counsel.

2. Approval of Class Notice and Method of Dissemination and Appointment of Settlement Administrator. The parties have agreed upon proposed forms of a Mail Notice and a Long-Form Notice which are attached to the Agreement as Exhibits A and B, respectively (jointly, the "Notices"). The Court finds that the Notices are reasonably calculated under the circumstances to apprise Settlement Class Members of the proposed Settlement and afford them the opportunity to exercise all options available to them with respect to it. The Notices fairly and adequately describe the terms and effect of the Settlement and notify the Settlement Class: (a) that Plaintiff's counsel will seek an award of attorney's fees and expenses, and an incentive

payment to Plaintiff; (b) of the time and place of the Final Approval Hearing; (c) that the Court will exclude all members who so request by a specified date; (d) of the process for requesting exclusion; (e) that a judgment in the case, whether favorable or not, will bind all class members who do not properly request exclusion; and (f) that Settlement Class Members who do not request exclusion may, if so desired, file objections to the Settlement and/or enter appearances in the case through counsel. For these reasons, the Court approves the Notices in form and content.

The Parties have proposed a plan, as described in Sections 7 and 8 of the Agreement, to disseminate the Mail Notice to Settlement Class Members via U.S. mail. The Mail Notice, like the Long-Form Notice, advises Settlement Class Members that they may contact the Settlement Administrator to obtain more information concerning the Settlement. The notice plan also incorporates a toll-free telephone number managed by the Settlement Administrator, and a Settlement Website on which Settlement Class Members may obtain or request additional information or copies of the Agreement, the Claim Form, this Order, and other settlement-related documents. The Court finds that the proposed notice plan provides the best notice practicable under the circumstances, and therefore approves that plan.

The Court hereby appoints Rust Consulting, Inc. as Settlement Administrator, and directs it within 30 days of the date of this Order to: (a) transmit the Mail Notice, with such non-substantive modifications thereto as may be agreed upon by the Parties, via U.S. Mail to all Settlement Class Members at the billing addresses provided by CenturyLink, as updated by the national change of address resources offered by the U.S. Postal Service; (b) establish a Settlement Website setting forth information about the Settlement contained in the Long-Form Notice and on which copies of the Agreement, the Claim Form, this Order, and other settlement-

related documents may be viewed or printed; and (c) establish an automated 1-800 number, by means of which Settlement Class Members may obtain pre-recorded information regarding the Settlement and copies of the Long-Form Notice and Claim Form. The Settlement Website shall include a Claim Form that Settlement Class Members may either complete and submit online or print, complete, and submit via U.S. Mail. The Long Form Notice substantially in the Form of Exhibit B to the Agreement shall be available on the settlement website and shall be provided to any Settlement Class Member who requests a copy.

3. Exclusion from the Settlement. Any Settlement Class Member who wishes to be excluded ("Opt-Out") from the Settlement must mail a written Opt-Out request to the Settlement Administrator postmarked on or before December 26, 2017. To be valid, an Opt-Out request must include the name, address, telephone number and signature of the individual requesting exclusion, and a clear statement that the individual wishes to be excluded from the Settlement. Settlement Class Members who request exclusion (a) will not receive any payment under the Settlement; (b) will not be bound by the terms of the Agreement or any judgment entered in this matter, including the releases provided therein, and will retain any right to file their own lawsuit(s) concerning the claims in this matter; and (c) will not be able to object to the Settlement. Any Settlement Class Member who does not properly request to Opt-Out from the Settlement Class by the date specified above will remain a Settlement Class Member and be bound by the terms of the Agreement and any judgment entered in this matter, including the releases provided therein.

4. Objections to the Settlement. Any Settlement Class Member who wishes to object to the fairness, reasonableness, or adequacy of the Settlement, to any term of the Settlement, or

to the proposed requests for attorney's fees and expenses and/or Plaintiff's proposed incentive award may file an objection to that effect. A valid and proper objection must include: (a) the name and address of the objector; (b) a clear reference that the objection is made with respect to the settlement in the case of *Sanford v. CenturyTel of Missouri, LLC, d/b/a/ CenturyLink*, Case No. 12BA-CV-4686, and (c) a concise statement of the objection, along with any legal support or evidence that the objector wishes to bring the Court's attention. You must sign your objection personally or by legal counsel. Objections must be mailed to all of the following:

To the Court:

Boone County Civil Records  
Boone County Courthouse  
705 Walnut  
Columbia, Missouri 65201

To Plaintiff's Counsel:

Kenneth B. McClain, Esq.  
Jonathan M. Soper, Esq.  
Humphrey, Farrington & McClain, P.C.  
221 West Lexington, Suite 400  
Independence, Missouri 64050

To CenturyLink's Counsel:

Mark B. Leadlove, Esq.  
Jonathan B. Potts, Esq.  
Bryan Cave LLP  
One Metropolitan Square  
211 North Broadway, Suite 3600  
St. Louis, Missouri 63102

Christopher J. Koenigs, Esq.  
Michael B. Carroll, Esq.  
Sherman & Howard L.L.C.  
633 Seventeenth Street, Suite 3000  
Denver, Colorado 80202

All objections must be filed with the Court and mailed to counsel for the Parties on or before December 26, 2017. If the objector hires an attorney to represent him or her for the purposes of making an objection, the attorney must formally enter his or her appearance in the case on or before December 26, 2017.

Any Settlement Class Member who does not timely file and serve a valid written objection complying with the terms of this Order shall be deemed to have waived all objections to the Settlement and shall be foreclosed from raising any objection at the Final Approval Hearing. The Parties may file responses to any objections made.

5. Claim Forms. In order to be eligible to receive any payment under the Settlement, Settlement Class Members must properly complete and timely submit a Claim Form. The Settlement Administrator shall cause the Claim Form, with such non-substantive modifications thereto as may be agreed upon by the parties, to be available to the Settlement Class via the settlement website or by U.S. mail upon request. All Claim Forms must be submitted to the Settlement Administrator, postmarked no later than March 8, 2018; provided, however, that this deadline may be extended by agreement of the Parties. Under the circumstances set forth in the Agreement, the Settlement Administrator may permit a Settlement Class Member who timely submits a Claim Form to remedy deficiencies in such Claim Form. Any class member who fails to submit a valid, timely Claim Form shall be forever barred from any settlement payment under the Agreement, but shall in all other respects be bound by all of the terms of the Agreement and any judgment entered in this matter, including the releases provided therein. Any Claim Form submitted by a class member will not bar that class member's ability to object to the Settlement or any aspect thereof.

6. Final Approval of the Settlement. A hearing is scheduled for January 22, 2018 at 9:00 a.m. in the courtroom of the Honorable Jeff Harris, Circuit Court of Boone County, Missouri, 705 Walnut, Columbia, MO 65201, to determine, among other things: (a) whether the Settlement merits final approval as fair, reasonable, and adequate; (b) whether this Action should be dismissed with prejudice and whether judgment should be entered pursuant to the terms of the Agreement; (c) whether the settlement notice to the Settlement Class was sufficient under the circumstances; (d) whether Plaintiff's counsel adequately represented the Settlement Class for purposes of entering into and implementing the Settlement; (e) whether the applications for attorney's fees and expenses and an incentive award to Plaintiff are fair and reasonable and should be approved; and (f) whether the Court shall enter an Order and Judgment in the form attached as Exhibit E to the Agreement.

On or before January 8, 2018 (or at least 14 days prior to the Final Approval Hearing if such hearing is rescheduled by order of the Court), counsel shall file all motions associated with the Final Approval Hearing, including a joint motion for final approval of the Settlement and Plaintiff's motion for awards of attorney's fees and expenses and an incentive payment to Plaintiff. The Settlement Administrator shall post copies of these motions on the Settlement Website and provide copies to Settlement Class Members who request them.

Any objector who files and serves a timely, valid objection may also appear at the Final Approval Hearing, either in person or through qualified counsel retained at the objector's expense. Objectors and their attorneys intending to appear at the Final Approval Hearing must file and serve a notice of intention to appear setting forth the name, address, and telephone number of the objector and the objector's attorney, if applicable. The notice of intention to

appear must be filed with the Court and served on counsel for the parties at the respective addresses listed in paragraph 4 above on or before December 26, 2017 (~~or at least 21 days before the Final Approval Hearing if such hearing is rescheduled by order of the Court~~). Any objector or attorney who does not timely file and serve a notice of intention to appear shall not be permitted to appear at the Final Approval Hearing.

The Court reserves the right to approve the Settlement at or after the Final Approval Hearing with such modification(s) as may be consented to by the Parties to the Agreement and without further notice to Settlement Class Members.

7. Termination of the Settlement. This Order shall become null and void, *ab initio*, and shall be without prejudice to the rights of the parties, all of whom shall be restored to their respective positions as of August 13, 2017, if the Settlement is terminated in accordance with the terms of the Agreement.

8. Use of Order. This Order is not admissible as evidence for any purpose against CenturyLink in any pending or future litigation involving any of the parties. This Order shall not be construed or used as an admission, concession, or declaration by or against CenturyLink of any fault, wrongdoing, breach, or liability, and CenturyLink specifically denies any such fault, wrongdoing, breach, and liability. This Order shall not be construed or used as an admission, concession, or declaration by or against Plaintiff or the Settlement Class that their claims lack merit or that the relief requested in this action is inappropriate, improper, or unavailable. This Order shall not be construed or used as an admission, concession, declaration, or waiver by any party of any arguments, defenses, or claims that may exist in the event that the Agreement is terminated. Moreover, the Settlement and any proceedings conducted pursuant to the Settlement



are for settlement purposes only. Neither the fact of, nor any provision contained in, the Settlement or the documents submitted in conjunction with the Settlement, nor any actions taken thereunder shall be construed as, offered into evidence as, received in evidence as, and/or deemed to be evidence of a presumption, concession, or admission of any kind as to the truth of any fact alleged or validity of any legal argument that has been, could have been, or might in the future be asserted.

9. Stay. Because the Settlement entered into by the Parties has been preliminarily approved by this Court, all proceedings in this action, other than those necessary to administer and evaluate the Settlement pursuant to Rule 52.08, are stayed.

10. Other Provisions.

a. No discovery regarding the Settlement or the Agreement shall be permitted other than as the Court may direct upon a proper showing by the person seeking such discovery by motion properly noticed and served in accordance with the applicable rules of this Court.

b. Any information received by the Settlement Administrator in connection with this Settlement that pertains to a particular Settlement Class Member shall be confidential and shall not be disclosed by the Settlement Administrator to any other Settlement Class Member or their counsel.

c. CenturyLink may refer any Settlement Class Members who contact it regarding the Settlement to the Settlement Administrator, including to its toll free number and the Settlement Website. CenturyLink may communicate with its customers who are Settlement

Class Members in the ordinary course of business without need to submit the communication to the Court for approval.

d. The Court may enter an Order and Judgment approving the Settlement and dismissing this action on the merits and with prejudice regardless of whether it has approved the award of attorney's fees and expenses to Plaintiff's counsel or the incentive payment to Plaintiff.

e. The Court may alter the date or time of the Final Approval Hearing without further notice to Settlement Class Members, provided that the date or time of the Final Approval Hearing shall not be earlier than the date and time set forth in Paragraph 6 above. The Settlement Administrator shall use reasonable efforts to update the website to reflect any such change. The Court retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement. The Court may approve the Settlement, with such modifications as may be agreed to by the Settling Parties, if appropriate, without further notice to the Settlement Class.

IT IS SO ORDERED *nunc pro tunc* to this Court's October 10, 2017 entry of its prior Order Granting Joint Motion for Preliminary Approval of Class Action Settlement.

Date: 10-20-17

  
The Honorable Jeff Harris, Circuit Judge

COURT SEAL OF



BOONE COUNTY