

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement ("Agreement") is entered into as of October 2, 2017 between Plaintiff Kyle Sanford ("Plaintiff"), on behalf of himself and the Settlement Class (as defined in Section 1.11 below) and Defendant CenturyTel of Missouri, LLC (as defined in Section 1.2 below, and hereinafter "CenturyLink") in *Sanford v. CenturyTel of Missouri, LLC, d/b/a/ CenturyLink*, Case No. 12BA-CV-4686, Circuit Court of Boone County, Missouri (the "Action"). Plaintiff and CenturyLink (jointly, the "Parties") intend this Agreement to fully, finally and forever resolve, discharge and settle all Released Claims, as set forth below, subject to the terms and conditions set forth herein.

RECITALS

A. Plaintiff, who has brought the Action as a putative class action under Mo. R. Civ. P. 52.08 ("Rule 52.08"), alleges that CenturyLink violated the Missouri Merchandising Practices Act by virtue of alleged misrepresentations, nondisclosures and unfair practices in its marketing, sale, and billing of a "Pure Broadband" package that, instead of consisting solely of broadband service, was bundled with a limited-use phone line. Sanford seeks actual and punitive damages, pre-judgment and post-judgment interest, and attorney's fees, costs and expenses.

B. CenturyLink has denied, and continues to deny, any wrongdoing and any and all allegations that Plaintiff or Settlement Class Members (as defined in Section 1.13 below) have suffered any damages or are entitled to any relief as a result of the alleged conduct described above. CenturyLink asserts that it has a number of potential defenses to the claims asserted as well as to certification of a class. For purposes of settlement only, and as part of this Agreement, CenturyLink agrees not to assert these defenses.

C. Settlement negotiations, including an all-day mediation on August 14, 2017, have taken place between the Parties.

D. The Parties desire to avoid the further expense of litigation and to settle and voluntarily compromise any and all claims or causes of action between them that have arisen or that may arise in the future which relate in any way to Plaintiff's claims or the conduct described above, individually and on behalf of the Settlement Class. Plaintiff and Settlement Class Counsel have concluded that the proposed Settlement set forth in this Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained herein, and with the intention of being legally bound thereby, the Parties agree as follows:

AGREEMENT

1. Definitions

In addition to the terms defined elsewhere in this Agreement, the following definitions apply in this Agreement.

1.1 “Administrative Costs” means all costs incurred by the Settlement Administrator in connection with administering the Settlement, including the fees and expenses of the Settlement Administrator and the costs of all notices described herein.

1.2 “CenturyLink” means CenturyTel of Missouri, LLC, CenturyTel Holdings Missouri, Inc., CenturyTel Broadband Services, LLC, Embarq Missouri, Inc., CenturyLink, Inc., and all of their predecessors and successors in interest, and any of their parents, members, subsidiaries, divisions, affiliates, officers, directors, employees, trustees, principals, attorneys, agents, representatives, vendors, shareholders, partners, and any other person acting on CenturyLink’s behalf.

1.3 “Class Notice,” which shall be in substantially the same form as Exhibits A (“Mail Notice”) and B (“Long-Form Notice”) hereto, means the Court-approved form of notice to the Settlement Class of: certification of the Settlement Class; preliminary approval of the Agreement; scheduling of the Final Approval Hearing; and options available to Settlement Class Members.

1.4 “Claim Form,” which shall be in substantially the same form as Exhibit C hereto, means the Court-approved form which Settlement Class Members may submit to the Settlement Administrator in order to obtain payment under this Agreement. The Claim Form shall require Settlement Class Members to: (a) provide the billing account number provided in the Mail Notice, (b) update their name and address if necessary, (c) attest that they purchased Pure Broadband between December 3, 2007 and July 31, 2017 for personal, family, or household purposes and are entitled to the relief specified in the Agreement, and (d) agree to be bound by the Agreement’s Release.

1.5 “Court” means the Circuit Court of Boone County, Missouri, in which the Action is pending and to which presentation of this Agreement for judicial review and approval will be made.

1.6 “Preliminary Approval Order” means an order of the Court preliminarily approving this Agreement, in substantially the same form as Exhibit D hereto.

1.7 “Order and Judgment” means an order of the Court, in substantially the same form as Exhibit E hereto, that finally approves this Agreement as fair, reasonable, and adequate under Rule 52.08, finally certifies the Settlement Class under Rule 52.08, and makes such other findings and determinations as are necessary and appropriate to effectuate the terms of this Agreement.

1.8 “Effective Date” means the date when the Order and Judgment becomes a “Final Order” as defined in Section 1.9 below.

1.9 “Final Order” means the termination of the Action after the occurrence of each of the following events: (a) this Agreement is approved in all respects by the Court without material modification unless expressly agreed to by CenturyLink and Plaintiff; (b) the Order and

Judgment is entered by the Court; and (c) the time for the filing of any appeals has expired or, if there are appeals, the Order and Judgment has been affirmed in all respects by the appellate court of last resort to which such appeals have been taken and such affirmances are no longer subject to further appeal or review.

1.10 "Settlement Administrator" means Rust Consulting, Inc. or such other qualified entity chosen by CenturyLink and authorized by the Court to undertake the settlement administration tasks set forth in this Agreement.

1.11 "Settlement Class" means the class defined in Section 2 of this Agreement, which the Parties have agreed to seek to have certified by the Court solely for purposes of approving this Agreement.

1.12 "Settlement Class Counsel" means Humphrey, Farrington & McClain, P.C.

1.13 "Settlement Class Member" means any individual falling within the definition of the Settlement Class.

2. Settlement Class

The Parties agree, for purposes of settlement and no other purpose, to certification of a Settlement Class that consists of 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. If the Settlement is not finalized for any reason, the certification of this Settlement Class will be void, and no doctrine of waiver, estoppel or preclusion will be asserted in any litigated certification proceedings in the Action.

3. Settlement Fund

The Settlement Fund shall consist of \$7,500,000. Of this amount, CenturyLink shall deposit into an escrow account to be established under this Agreement (the "Escrow Account"): (a) \$250,000 within 14 days of entry of the Preliminary Approval Order; and (b) \$7,250,000 within seven business days of the Effective Date. At CenturyLink's option, the Escrow Account shall be established as a Qualified Settlement Fund within the meaning of Section 468B of the Internal Revenue Code of 1986, as amended, and all rules and regulations thereunder. If this Agreement is terminated for any reason, all amounts in the Escrow Account as of the date of such termination shall be returned to CenturyLink.

4. Amount of Payments to Settlement Class Members

4.1 The maximum amount payable to Settlement Class Members under this Agreement, assuming all Settlement Class Members submit timely and properly completed Claim Forms, is \$7,500,000 minus: (a) the amount of Court-approved attorney's fees and expenses; (b) the amount of any Court-approved incentive payment to Plaintiff; and (c) Settlement Administration Costs (the "Maximum Distributable Amount"). For purposes of

determining the Maximum Distributable Amount, Settlement Administration Costs shall be deemed to include (i) all Settlement Administration Costs incurred as of the Effective Date; and (ii) the Settlement Administrator's good faith estimate of all additional Settlement Administration Costs to be incurred after the Effective Date for, *inter alia*, the issuance of settlement checks to Settlement Class Members who timely return properly completed Claim Forms ("Eligible Settlement Class Members"). For example, if the amount of Court-approved attorney's fees and expenses is \$2,500,000, the amount of a Court-approved incentive payment to Plaintiff is \$15,000, and the amount of Settlement Administration Costs as defined above is \$235,000, the Maximum Distributable Amount will be \$4,750,000 (\$7,500,000 - \$2,500,000 - \$15,000 - \$235,000).

4.2 In consideration for the release of the Released Claims as defined below, CenturyLink shall make a payment to each Eligible Settlement Class Member in an amount equal to the percentage set forth below (the "Percentage") of all federal and Missouri universal service fund charges billed to such class member between December 3, 2007 and July 31, 2017 as reflected in CenturyLink's billing records (the "USF Charges"). The Percentage shall equal the Maximum Distributable Amount as a percentage of \$5,718,000. For example, if the Maximum Distributable Amount is \$4,750,000, *i.e.*, 83.1% of \$5,718,000, then the amount payable to each Eligible Settlement Class Member shall be 83.1% of his or her USF Charges. Under this example, an Eligible Settlement Class Member whose USF Charges total \$20.00 shall be paid \$16.61. Only Eligible Settlement Class Members shall receive any payment under this Agreement. The difference between the Maximum Distributable Amount and the amount paid to Eligible Class Members shall revert to CenturyLink.

5. Release

Subject to and effective upon entry of the Effective Date, Plaintiff and all Settlement Class Members who do not opt out of the Settlement Class release CenturyLink from all past and future claims, demands, liabilities, actions, obligations, damages, losses, costs, causes of action of every kind and nature, including all federal and state statutory claims and common law claims, whether known or unknown, actual or potential, suspected or unsuspected, direct or indirect, contingent or fixed, that are alleged or could have been alleged in the Petition arising from or related to CenturyLink's marketing, sale or billing of "Pure Broadband" or a "Pure Broadband" package (the "Released Claims"). For purposes of this Release, "CenturyLink" shall mean and include CenturyTel of Missouri, LLC, CenturyTel Holdings Missouri, Inc., CenturyTel Broadband Services, LLC, Embarq Missouri, Inc., CenturyLink, Inc., and any and all of their respective predecessors, successors (by merger or otherwise), and assigns; their past, present, and future parents, affiliates, and subsidiaries; and each of those persons' and entities' past, present, and future directors, officers, shareholders, employees, attorneys, agents, consultants, and representatives (the "Released Parties"). "Unknown" Released Claims means any and all claims that any Plaintiff or Settlement Class Member does not know to exist against CenturyLink which, if known, might have affected his or her decision to enter into or to be bound by the terms of this Settlement. Plaintiff and the Settlement Class Members acknowledge that they may hereafter discover facts in addition to or different from those that they now know or believe to be true concerning the subject matter of this release, but nevertheless fully, finally, and forever settle and release the Released Claims as set forth above.

6. Attorney's Fees and Expenses and Incentive Payments

Attorney's fees and expenses shall be based upon the amount of the Settlement Fund, *i.e.*, \$7,500,000, and shall be paid out of that fund. CenturyLink shall not object to (1) an award of attorney's fees and expenses to Plaintiff's counsel in an amount of up to one-third of the Settlement Fund; or (2) an incentive payment to Plaintiff in the amount of \$15,000 payable out of the Settlement Fund. Any award of attorney's fees and expenses to Settlement Class Counsel and of an incentive payment to Plaintiff shall be subject to Court approval. The Court's failure to approve, in whole or in part, any award of attorney's fees and expenses to Plaintiff's counsel or any incentive payment to Plaintiff shall not prevent this Agreement from becoming effective and shall not be grounds for its termination.

7. Class Notice

7.1 Mail Notice. Subject to the Court's approval, notice shall be sent in the form of a postcard via U.S. Mail to all Settlement Class Members in the form of Exhibit A, subject to modifications as agreed by the parties (the "Mail Notice"). If the Court requires modifications to Exhibit A as a condition of approval, or if modifications are required to comply with the requirements of the U.S. Postal Service and/or the Settlement Administrator, all such changes shall be subject to the mutual approval of the parties. Consent to changes that do not materially affect the substance of Exhibit A shall not be unreasonably withheld.

7.2 Settlement Website and 1-800 Number. Within 28 days of entry of the Preliminary Approval Order, the Settlement Administrator shall establish: (a) a website setting forth information about the Settlement contained in the long-form notice attached as Exhibit B (the "Long-Form Notice") and on which copies of this Agreement and Court orders relating to the Settlement may be viewed or printed (the "Settlement Website"); and (b) 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 on line or print, complete, and submit via U.S. Mail.

8. Settlement Administration

8.1 Administrative Costs and Settlement Administrator. All Administrative Costs shall be paid out of the Settlement Fund. The Parties agree upon the selection of Rust Consulting, Inc. as Settlement Administrator. The Settlement Administrator shall administer various aspects of the settlement as described in this Agreement, including without limitation: (a) implementing the class notice program as described in Sections 7 and 8.2; (b) obtaining a U.S. Post Office Box for the purpose of receiving any mailed Claim Forms and requests for exclusion submitted in accordance with the Notice; (c) promptly giving notice of the receipt of any requests for exclusion by providing copies thereof to counsel for the Parties; (d) opening the Escrow Account; and (e) making payments to Eligible Settlement Class Members as provided herein.

8.2 Settlement Administration Process

8.2.1 The parties shall file a joint motion for preliminary settlement approval pursuant to Rule 52.08, together with this Agreement and the exhibits hereto, within three business days of execution of this Agreement. Plaintiff shall, and CenturyLink may, file a brief in support of the joint motion. If the Court declines to enter the Preliminary Approval Order and to order notice of hearing with respect to the proposed Settlement Class, or if the Court thereafter declines to enter the Order and Judgment, this Agreement will terminate as soon as the Court enters an order unconditionally and finally adjudicating that this Agreement will not be approved.

8.2.2 Within three days of entry of the Preliminary Approval Order, CenturyLink shall provide to the Settlement Administrator a list that sets forth each Settlement Class Member's name, billing account number, product identification number, billing address, and USF Charges.

8.2.3 Within 30 days of entry of the Preliminary Approval Order ("Notice Mailing Date"), the Settlement Administrator shall transmit the Mail Notice 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. If a Mail Notice is returned by the U.S. Postal Service as undeliverable as addressed but with a forwarding address, the Settlement Administrator shall promptly resend that Mail Notice to the Settlement Class Member at the address provided to it by the U.S. Postal Service on the returned envelope. In addition, if a Mail Notice is returned by the U.S. Postal Service as undeliverable as addressed, the Settlement Administrator shall utilize an address trace process in an attempt to locate an alternative address, and if an alternative address is located, shall re-send the Mail Notice to such alternative address via U.S. Mail.

8.2.4 Class Members shall be given an opportunity to opt out or object to the Settlement. The deadline for filing any objection and the mailing of any opt out shall be no sooner than 45 days after the Notice Mailing Date ("Objection and Opt Out Deadline").

8.2.5 The Mail Notice shall specify that all Claim Forms must be submitted online or postmarked by a specified date, which shall be no later than 45 days after entry of the Order and Judgment (the "Claims Deadline").

8.2.6 Upon timely receiving Claim Forms through the mail or the Settlement Website, the Settlement Administrator shall review such Claim Forms to determine if they have been properly completed and if the claims qualify for inclusion in this Settlement. If a class member's Claim Form is deficient, the Settlement Administrator shall mail such class member a notice of deficient claim, and such class member shall have 21 days from the postmark date to cure such deficiency by submitting a complete and correct Claim Form to the Settlement Administrator. The Settlement Administrator shall also provide CenturyLink upon request with information regarding the number and identities of Eligible Settlement Class Members.

8.3 Within one business day of the Effective Date, Settlement Class Counsel shall furnish to the Settlement Administrator any required trust account information, tax information,

or forms. Within ten business days of the Effective Date, the Settlement Administrator shall wire from the Escrow Account: (a) the amount of the Court-approved attorneys' fees and expenses to Settlement Class Counsel; and (b) the amount of any Court-approved plaintiff incentive payment to Settlement Class Counsel's trust account.

8.4 Within 90 days of the Effective Date, the Settlement Administrator shall issue checks payable to Eligible Settlement Class Members in the amounts specified in Section 4.2. Such checks shall be transmitted via U.S. Mail to the addresses to which the Mail Notice was sent, as updated by address information provided in class members' Claim Forms. Such checks shall bear a legend stating that the check will be void if not presented for payment within 90 days of issuance, and shall expire within 90 days of first issuance. If a check is not timely presented for payment, the claim of the Eligible Class Member to whom such check was issued shall be deemed extinguished.

8.5 Within 21 days of issuance of the checks to Eligible Settlement Class Members as set forth in Section 8.4, the Settlement Administrator shall: (a) inform CenturyLink of the total amount of such checks and of the remaining balance in the Escrow Account assuming all such checks are cashed (the "Uncommitted Escrow Account Balance"); and (b) remit to CenturyLink 90% of the Uncommitted Escrow Account Balance. Within 180 days of issuance of the checks to Eligible Settlement Class Members as set forth in Section 8.4, the Settlement Administrator shall remit to CenturyLink all funds remaining in the Escrow Account. The Settlement Administrator shall pay out of the Escrow Account any income taxes payable with respect to interest earned on the Escrow Account.

9. CenturyLink's Right To Terminate Agreement

CenturyLink shall have the right, but not the obligation, to terminate this Agreement if: (a) opt-outs from Settlement Class Members represent more than 20% of the number of Settlement Class Members; (b) any objections to the proposed settlement are sustained; or (c) there are any material modifications to this Agreement or its exhibits by the Court. If CenturyLink exercises its right to terminate this Agreement, the Agreement and all negotiations, proceedings, information exchanged, documents prepared or exchanged, and statements made in connection herewith shall be without prejudice to the Parties, shall not be deemed or construed to be an admission or confession by the Parties of any fact, matter, or proposition of law, and shall not be used in any manner for any purpose, and all parties to the Actions shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court; provided, however, that this sentence shall not apply to, and shall not constrain the use in this case of, the Affidavit of Kiran Seshagiri dated August 28, 2017.

10. Miscellaneous

10.1 Continuing Jurisdiction and Governing Law. Without affecting the finality of the Order and Judgment, the Court shall retain continuing jurisdiction over the Action and the Parties, including all members of the Settlement Class, the administration and enforcement of the Settlement, and the benefits to the Settlement Class hereunder, including for such purposes as supervising the implementation, enforcement, construction, and interpretation of this Agreement, the Preliminary Approval Order, and the Order and Judgment. Any dispute or controversies

arising with respect to the interpretation, enforcement, or implementation of the Settlement Agreement shall be presented by motion to the Court, exclusively. This Agreement shall be construed in accordance with, and be governed by, the laws of the State of Missouri, without regard to the principles thereof regarding choice of law.

10.2 Cessation of Litigation Activity. Immediately upon execution of this Agreement, the Parties and their respective counsel agree to cease all litigation activity in the Action (other than any activity to implement this Settlement Agreement), and to request the Court to stay all discovery, motions, and other pre-trial matters until each of the conditions precedent to the Parties' obligations to proceed to consummate the Settlement provided for herein has been satisfied or waived.

10.3 No Admission of Liability. By entering into this Agreement, the Parties agree that CenturyLink is not admitting any liability to Plaintiff, the Settlement Class, or any other person or entity, and CenturyLink expressly denies all such liability. CenturyLink is entering into this Agreement to dispose expeditiously of the claims asserted in the Action by settlement and compromise rather than incur the expense, uncertainty, and inconvenience of protracted litigation. No portion of this Agreement may be admitted into evidence in any action, except as required to enforce this Agreement. In particular, no portion of this Agreement may be admitted into evidence with respect to the claims or defenses asserted in the Action or with respect to whether those claims may appropriately be pursued on a class-wide basis. Nor may any statements made or actions taken by either Party in furtherance of this Agreement constitute or be used as an admission of, or evidence of, the validity or invalidity of any Released Claims or of any alleged wrongdoing or liability of CenturyLink.

10.4 Final Order. The Parties agree that the settlement provided herein is expressly conditioned upon the Order and Judgment becoming a Final Order.

10.5 Confidentiality. The Parties and their counsel will maintain in confidence and not disclose to third parties the existence and terms of this Agreement until such time as the parties file the motion for preliminary approval. Plaintiff and Settlement Class Counsel further agree that unless and until the Court enters the Preliminary Approval Order, neither they nor their agents will make any public statements regarding the Settlement or its terms, including on any website; provided, however, that prior to entry of a Preliminary Approval Order, Plaintiff and Settlement Class Counsel may make public statements (1) to the Court as necessary to obtain preliminary approval of the Settlement; (2) in response to any inquiries from Settlement Class Members; or (3) as required by law.

10.6 Integration. This Agreement contains a complete and integrated statement of each and every term and provision agreed to by and among the Parties and supersedes any prior writings or agreements (written or oral) between or among the Parties, which prior agreements may no longer be relied upon for any purpose. This Agreement shall not be orally modified in any respect and can be modified only by the written agreement of the Parties. If a dispute arises between the Parties over the meaning or intent of this Agreement, the Parties agree that prior drafts, notes, memoranda, term sheets, discussions or any other oral communications or documents regarding the negotiations, meaning or intent of this Agreement shall not be offered

or admitted into evidence. Plaintiff and Settlement Class Counsel acknowledge that, in entering into this Agreement, they have not relied upon any representations, statements, actions, or inaction by CenturyLink or its counsel that are not expressly set forth herein. CenturyLink acknowledges that, in entering into this Agreement, it has not relied upon any representations, statements, actions, or inaction by Plaintiff and/or Settlement Class Counsel that are not expressly set forth herein.

10.7 Mutual Interpretation. The Parties agree and stipulate that this Agreement was negotiated on an “arms-length” basis between parties of equal bargaining power and has been drafted jointly by Settlement Class Counsel and counsel for CenturyLink. Accordingly, this Agreement shall be neutral and no ambiguity shall be construed in favor of or against any of the Parties.

10.8 Binding Upon Successors. This Agreement shall be binding upon and inure to the benefit of the Parties and their representatives, heirs, successors, and assigns.


10.9 Independent Investigation and Decision to Settle. The Parties understand and acknowledge that: (a) they have performed an independent investigation of the allegations of fact and law made in connection with the action; and (b) even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. The Parties intend to resolve their disputes in connection with the Action pursuant to the terms of this Agreement and, in furtherance of that intention, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

10.10 Receipt of Advice of Counsel. Each of the Parties separately acknowledges and specifically warrants that he or it has (a) read this Agreement in its entirety; (b) received independent legal advice regarding the advisability of entering into the Agreement and regarding its legal effect; and (c) fully understands the effect of this Agreement.

10.11 Cooperation of Parties. The Parties agree to cooperate in good faith to prepare and execute all documents, to seek Court approval, to defend Court approval, and to do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

10.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts. Original signatures are not required. Any signature submitted by facsimile or through email of an Adobe PDF shall be deemed an original.

The undersigned Parties have executed this Agreement as of the date first above written.



Kyle Sanford

CENTURYTEL OF MISSOURI, LLC, D/B/A CENTURYLINK

By: _____

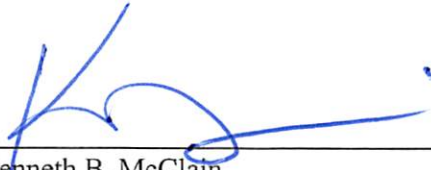
The undersigned Parties have executed this Agreement as of the date first above written.

Kyle Sanford

CENTURYTEL OF MISSOURI, LLC, D/B/A CENTURYLINK

By: Maxine Moran
Maxine Moran

Approved as to form:



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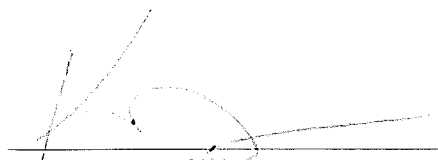
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Sauford v. CenturyTel of Missouri, LLC, d/b/a/ CenturyLink,
Case No. 12BA-CV-4686, Circuit Court of Boone County, Missouri

Read Carefully. This Notice Applies To You Because You Are a Current or Former “Pure Broadband” Customer of CenturyLink in Missouri, and May Be Entitled To Receive a Payment from the Settlement of This “Class Action” Against CenturyLink. If the Settlement is Approved, and You Want to Receive Payment, You Must File a Claim by _____, 2018.

Plaintiff commenced this action in this Court against CenturyLink on behalf of himself and a proposed class of which you are a member. Plaintiff contends CenturyLink violated the Missouri Merchandising Practices Act when it sold a high-speed internet service bundled with a limited-use phone line.

Although CenturyLink has denied liability, and claims that this is not a proper class action, the parties have reached a conditional settlement. If the Court approves the settlement, CenturyLink will pay \$7.5 million into a settlement fund, from which settlement administration costs will be paid and up to \$2.5 million will be paid for plaintiff's attorney fees and expenses and up to \$15,000 to plaintiff for his services. The balance of the fund will be available to make specified payments to class members who timely submit valid Claim Forms.

The amount class members might receive under the settlement depends in part on how many months they were a Pure Broadband customer. If the Court approves the settlement in its current form, class members would receive about 83% of certain charges billed to them, which averaged about \$1 per month.

You have four choices, as follows.

1. If you want to receive a payment under the settlement agreement, if approved, fill out the Claim Form available at www.PBCClassSettlement.com and return it as instructed by _____, 2018.
2. If you do nothing, you will remain a class member and be bound by the outcome of the action, but you will not receive any payment if the settlement is approved.

EXHIBIT A

3. If you elect to be excluded from the class, you will not be bound by the outcome of the action and will not receive any payment if the settlement is approved. To be excluded you must mail a request for exclusion to the Settlement Administrator postmarked on or before _____, 2017.
4. If you want to remain a member of the class but object to the proposed settlement, you may file written objections, which must be received by the Clerk of the Court by _____, 2017.

If you do not request exclusion, you may hire counsel at your own expense to represent you.

On _____, 2017, at _____, at the Circuit Court of Boone County, Missouri, 705 Walnut, Columbia, MO 65201, a hearing will be held to determine whether the settlement agreement, including its proposed settlement fund distribution, should be approved. To inspect the agreement, visit www.PBCClassSettlement.com or contact the Settlement Administrator at 1-866-xxx-xxxx or the Clerk of the Court.

This notice is only a summary. For further information visit www.PBCClassSettlement.com or contact the Settlement Administrator at 1-866-xxx-xxxx. If you have any questions you should consult an attorney. The Clerk of the Court cannot give legal advice.

This notice is sent pursuant to Missouri Rule of Civil Procedure 52.08 and by Order of the Court.

Dated: October __, 2017. _____, Clerk of the Court

Circuit Court of Boone County, State of Missouri
Sanford v. CenturyTel of Missouri, LLC, d/b/a/ CenturyLink,
Case No. 12BA-CV-4686

NOTICE OF PENDENCY OF CLASS ACTION, PROPOSED SETTLEMENT, AND HEARING

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

If you are an individual who purchased “Pure Broadband” from CenturyLink in Missouri between December 3, 2007 and July 31, 2017, you might be eligible to receive benefits from a class action settlement.

The settlement resolves a class action lawsuit in which the plaintiff alleges that CenturyLink violated the Missouri Merchandising Practices Act when it sold a “Pure Broadband” package that, instead of consisting solely of broadband service, was bundled with a limited-use phone line.

The two sides disagree about whether CenturyLink’s conduct was proper, whether CenturyLink violated the Missouri Merchandising Practices Act or any other law, and if so, the extent of any such liability. The parties have agreed to resolve the lawsuit by a settlement in order to avoid the expense and uncertainty of a trial.

Your legal rights are affected. Please read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Take no action	You may lose your claim and you might not receive a payment for it.
Submit a claim	If you wish to receive benefits under the Settlement, you must complete and submit a claim form by _____, 2018.
Exclude yourself	Get no benefit. This is the only option that allows you to be part of any other lawsuit against CenturyLink about the claims being resolved in this settlement.
Object	Write to the Court about why you don’t like the settlement.
Go to a hearing	Ask to speak in Court about the fairness of the settlement.

- If you do not request exclusion, you may hire counsel at your own expense to represent you.
- Your rights and options—and the deadlines to exercise them—are explained in this notice.
- The Court still has to decide whether to approve this settlement, which may take some time. Please be patient.

FREQUENTLY ASKED QUESTIONS

1. What is the purpose of the Notice?

The purpose of the Notice is to inform you that a proposed settlement has been reached in the putative class action lawsuit entitled *Sanford v. CenturyTel of Missouri, LLC*, Case No. 12BA-CV-4686. Because your rights may be affected by this settlement, it is extremely important that you read the Notice carefully. The Notice summarizes the settlement and your rights under it.

2. What does it mean if I received a postcard about this settlement?

If you received a postcard describing this settlement, that is because the records of Defendant CenturyTel of Missouri, LLC and/or its parents and related companies (collectively, “CenturyLink”) indicate that you are a member of the Settlement Class. You are a member of the Settlement Class if you are an individual, 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.

3. What is this class action lawsuit about?

In a class action, one or more people called a Class Representative (here, Plaintiff Kyle Sanford) sues on behalf of people who allegedly have similar claims. This group is called a class and the persons included are called class members. One court resolves the issues for all of the class members, except for those who exclude themselves from the class.

Plaintiff claims that CenturyLink violated the Missouri Merchandising Practices Act by virtue of alleged misrepresentations, nondisclosures and unfair practices in its marketing, sale, and billing of a “Pure Broadband” package that, instead of consisting purely of broadband service, was bundled with a limited-use phone line.

CenturyLink denies these allegations and denies any claim of wrongdoing. The Court has not ruled on the merits of Plaintiff’s claims or CenturyLink’s defenses. By entering into the settlement, CenturyLink has not conceded the truth or validity of any of the claims against it. The Court has conditionally certified a class action for settlement purposes only.

The Honorable Jeff Harris (the “Court”) is presiding over this action.

4. Why is there a settlement?

The Court did not decide in favor of Plaintiff or CenturyLink. Instead, both sides agreed to this settlement. That way, they avoid the risk and cost of a trial, and the Settlement Class Members are eligible to receive compensation. Plaintiff and Class Counsel think the settlement is best for all individuals in the Settlement Class.

5. How do I know if I am a part of the Settlement Class?

The Court has preliminarily certified a class action for settlement purposes only. You are in the Settlement Class if you are an individual, other than 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.

The Settlement Class does not include any persons who validly request exclusion from the Settlement Class, as described under FAQ 14. A person who does not exclude him or herself is a "Settlement Class Member."

6. Do I have lawyers in this case?

The Court has appointed the law firm of Humphrey, Farrington & McClain, P.C. as Class Counsel to represent you and the other persons in the Settlement Class. You will not be personally charged by these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

7. How will Class Counsel and Plaintiff be paid?

Class Counsel will ask the Court to approve payment of up to one-third of the \$7,500,000 Settlement Fund for attorney's fees and expenses. This payment would compensate Class Counsel for investigating the facts, litigating the case, and negotiating the settlement. Class Counsel also will ask the Court to approve payment of \$15,000 to Plaintiff for his services as Class Representative. The Court may award less than these amounts.

8. What does the settlement provide?

If the settlement is approved, CenturyLink will deposit \$7,500,000 into a Settlement Fund. Part of that fund will be used to pay Court-approved attorney's fees and expenses to Class Counsel and any Court-approved incentive payment to Plaintiff, as described in FAQ 7 above, plus Settlement Administration Costs as defined in the Agreement. The balance of the Settlement Fund will be available to make specified payments to members of the Settlement Class who submit timely and properly completed Claim Forms. Although the exact amount of these payments cannot now be determined, their estimated amount is described in FAQ 9 below. Any amount remaining in the Settlement Fund after payment of the amounts described above will revert to CenturyLink.

9. How much will my settlement payment be?

The amount class members will receive under the settlement varies depending in part on the number of months they were a Pure Broadband customer. In general, if the Court approves all aspects of the settlement proposed by Plaintiff, class members who submit a valid and timely claim will recover about 83% of the federal and Missouri universal service charges ("USF Charges") billed to them for Pure Broadband. Under this example, a class member who was a Pure Broadband customer for ten months and was billed USF Charges averaging \$1.00 per

month would receive a settlement payment of about \$8.30 (83% of \$10.00). Under this same example, a class member who was a Pure Broadband customer for 30 months would receive a settlement payment of about \$24.90 (83% of \$30.00). These amounts are mere estimates. The exact amount you will receive if you submit a valid and timely claim cannot be determined until after the Court has decided whether to give final approval to the settlement.

10. What am I giving up to stay in the Settlement Class?

Unless you exclude yourself from the settlement, you will be part of the Settlement Class, and you will be bound by the release of claims in the settlement. This means that, if the settlement is approved, you cannot sue or be part of any other lawsuit against CenturyLink or any other released parties asserting a released claim. It also means that all of the Court's orders will apply to you and legally bind you.

Unless you opt out of the settlement, you will agree to release CenturyLink and any other released parties from the claims described in this release:

Subject to and effective upon the Effective Date, Plaintiff and all Settlement Class Members who do not opt out of the Settlement Class release CenturyLink from all past and future claims, demands, liabilities, actions, obligations, damages, losses, costs, causes of action of every kind and nature, including all federal and state statutory claims and common law claims, whether known or unknown, actual or potential, suspected or unsuspected, direct or indirect, contingent or fixed, that are alleged or could have been alleged in the Petition arising from or related to CenturyLink's marketing, sale or billing of "Pure Broadband" or a "Pure Broadband" package (the "Released Claims"). For purposes of this Release, "CenturyLink" shall mean and include CenturyTel of Missouri, LLC, CenturyTel Holdings Missouri, Inc., CenturyTel Broadband Services, LLC, Embarq Missouri, Inc., CenturyLink, Inc., and any and all of their respective predecessors, successors (by merger or otherwise), and assigns; their past, present, and future parents, affiliates, and subsidiaries; and each of those persons' and entities' past, present, and future directors, officers, shareholders, employees, attorneys, agents, consultants, and representatives (the "Released Parties"). "Unknown" Released Claims means any and all claims that any Plaintiff or Settlement Class Member does not know to exist against CenturyLink which, if known, might have affected his or her decision to enter into or to be bound by the terms of this Settlement. Plaintiff and the Settlement Class Members acknowledge that they may hereafter discover facts in addition to or different from those that they now know or believe to be true concerning the subject matter of this release, but nevertheless fully, finally, and forever settle and release the Released Claims as set forth above.

If you have any questions about the release or what it means, you can speak, for free, to Class Counsel, listed under FAQ 6, or you can, at your own expense, talk to your own lawyer. The release does not apply to persons in the Settlement Class who timely exclude themselves.

11. How can I get a settlement payment?

To qualify for a settlement payment, you must send in a claim form by _____, **2018**. You may get a claim form on this settlement website, by clicking [here](#), or by calling the Toll-Free Settlement Hotline, 1-866-xxx-xxxx. To be valid, the claim form must be completed accurately and submitted timely. Fill out the claim form completely and accurately, sign it, and submit it via this website [here](#) or by mail to the claims administrator at:

Pure Broadband Settlement Claims Administrator
P.O. Box _____

If you submit your claim form via this website you must do so on or before _____, **2018**. If you mail your claim form to the Settlement Administrator it must be postmarked on or before _____, **2018**.

12. When would I receive a settlement payment?

The Court will hold a Final Approval Hearing on _____, **2017** at ____:____.m. to decide whether to approve the settlement. If the Court approves the settlement, after that, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Everyone eligible to receive a settlement payment will be informed of the progress of the settlement through information posted on the Home page of this website. Please be patient.

13. Will my settlement payment expire?

Yes. Settlement payments are only valid for 90 days after the date on the check. If you fail to cash the check within the 90 day time period, you will be deemed to have forever waived and released your claim for payment. Please act promptly.

14. How do I get out of the settlement?

If you want to keep the right to sue CenturyLink or a Released Party arising out of a Released Claim, then you must take steps to get out of the Settlement Class. This is called excluding yourself from, or opting out of, the Settlement Class.

You may request exclusion from the Settlement by mailing to the Settlement Administrator at the following address a written request for exclusion postmarked no later than _____, **2017**:

Pure Broadband Settlement Claims Administrator
P.O. Box _____

Exclusion requests must include:

1. the full name and address of the Settlement Class Member requesting exclusion;
2. the billing account number;

3. the following statement: "I ask to be excluded from the settlement in the Pure Broadband action"; and
4. the Settlement Class Member's signature.

No request for exclusion will be valid unless timely submitted and all of the information described above is included.

If you ask to be excluded, you will not get any payment, and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue CenturyLink or a Released Party in the future.

15. If I do not exclude myself, can I sue CenturyLink for the same thing later?

No. If you do not exclude yourself, you give up any right to sue CenturyLink or any Released Parties for the Released Claims that this settlement resolves. If you do not validly exclude yourself from the Settlement Class, any pending or future action will be subject to dismissal.

16. If I exclude myself, can I get a benefit from this settlement?

No. If you ask to be excluded, you will not receive any settlement payment and you cannot object to the settlement. However, if a Settlement Class Member submits both an exclusion request and a claim form, the exclusion request will control.

17. How do I tell the Court that I do not think the settlement is fair?

If you are in the Settlement Class and do not exclude yourself, you can object to the settlement or any part of the settlement that you think the Court should reject, and the Court will consider your views. If you do not provide a timely, written objection in the manner described below, you are deemed to have waived any objection and shall forever be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the settlement, including as to the award of any attorney's fees and costs to Class Counsel and/or an incentive award to Plaintiff.

To object, you must make your objection in writing, stating that you object to the settlement in *Sanford v. CenturyTel of Missouri, LLC*, and file it with the Court. To be valid, the written objection must: (1) set forth your name, address, and billing account number; and (2) include statement of the objection, along with any legal support or evidence that you wish to bring the Court's attention. You must sign your objection personally or by legal counsel. To be considered, you must file your objections with the Court at the address below and mail your objections to Counsel for Plaintiff and CenturyLink at the addresses below no later than _____, 2017.

Sanford v. CenturyTel of Missouri, LLC
Case No. 12BA-CV04686
Clerk of the Court
Circuit Court of Boone County, Missouri
705 East Walnut
Columbia, Missouri 65201

For Plaintiff:

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

For CenturyLink:

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

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

18. What is the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the settlement. You can object only if you stay in the Settlement Class. Excluding yourself means that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you. If you both object and request to exclude yourself, the request to exclude yourself will control.

19. What happens if I do nothing at all?

If you do nothing, you will not receive a settlement payment and you will give up your rights to sue CenturyLink and/or any other Released Parties on a Released Claim. For more information relating to what rights you are giving up, see FAQ 10.

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

The Court will hold a Final Approval Hearing at __:__.m. on _____, 2017 at the Circuit Court of Boone County, Missouri, 705 East Walnut, Columbia, Missouri 65201, in Courtroom __. At this hearing, the Court will consider whether the settlement is fair, reasonable and adequate. If there are valid objections that comply with the requirements in FAQ 17 above, the Court also will consider them and will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay to Class Counsel as well as Plaintiff. The Final Approval Hearing may be moved to a different date or time. You may check this settlement website to see if the date or time of the Final Approval Hearing has been changed.

21. Do I have to come to the hearing?

No. Class Counsel will appear on behalf of the Settlement Class. But you are welcome to come, or have your own lawyer appear, at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as your written objection was filed or mailed on time, and meets the other criteria described in the settlement agreement, the Court will consider it.

22. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing, but only in connection with an objection that you have timely submitted to the Court according to the procedure set forth in FAQ 17 above. To speak at the Final Approval Hearing, you must also file a document with the Court stating your intention to appear. For this document to be considered, you must say that it is your "Notice of Intention to Appear" in "*Sanford v. CenturyTel of Missouri, LLC, d/b/a CenturyLink*, Case No. 12BA-CV-4686." The document must also include your name, address, telephone number, that you are a class member, and your signature. The document must be filed with the Court at the address in FAQ 17 no later than _____, 2017.

You cannot speak at the hearing if you exclude yourself from the settlement.

23. How do I get more information?

The Notice is only a summary of the proposed settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by clicking [here](#), or you can write to the Settlement Administrator at the address set forth in FAQ 14 or to Plaintiff's counsel at the address set forth in FAQ 17.

PLEASE DO NOT CALL OR WRITE TO THE COURT, THE CLERK OF THE COURT, CENTURYLINK, OR CENTURYLINK'S COUNSEL ABOUT THE SETTLEMENT.

PRINTABLE CLAIM FORM (mailed upon request)

CLAIM FORM

Sanford v. CenturyTel of Missouri, LLC, d/b/a/ CenturyLink,
Circuit Court of Boone County, Missouri

To be eligible to participate in the settlement, you must be a "Settlement Class Member" as defined in the Class Action Settlement Agreement available at www.PBClassSettlement.com and you must complete this form and either: (1) send it via U.S. Mail, postmarked on or before _____, 2018, to Settlement Administrator, P.O. Box _____, _____, or (2) submit it online on or before _____, 2018 at www.PBClassSettlement.com.

Enter your name, address, and Billing Account Number:

Name _____
Address _____
Address2 _____
City, State, ZIP _____
Billing Account No. _____

Your billing account number is located in the upper left corner on the front of the postcard you received. If you are a current Pure Broadband customer, you can also find it on the first page of your CenturyLink bill.

Sign and submit your Claim Form:

I declare under penalty of perjury that I purchased "Pure Broadband" from CenturyLink in Missouri between December 3, 2007 and July 31, 2017 primarily for personal, family, or household purposes. By submitting this Claim Form I agree that, if the settlement is approved, I will be entitled to the relief specified in the Class Action Settlement Agreement and be bound by the Release in that agreement.

Date: _____ Signature: _____

IN THE CIRCUIT COURT OF BOONE COUNTY, MISSOURI

KYLE SANFORD, individually, and)	
on behalf of all others similarly situated,)	
)	
Plaintiff,)	Case No. 12BA-CV04686
v.)	
)	Division 2
CENTURYTEL OF MISSOURI, LLC,)	
d/b/a CENTURYLINK,)	
)	
Defendant.)	

**ORDER GRANTING JOINT MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION SETTLEMENT**

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 _____, 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, address, and billing account number 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 _____, 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 _____.

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 _____, 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 _____, 2017 at __:__ .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 _____, 2017 (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 _____, 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.

Date: _____

The Honorable Jeff Harris, Circuit Judge

IN THE CIRCUIT COURT OF BOONE COUNTY, MISSOURI

KYLE SANFORD, individually, and)	
on behalf of all others similarly situated,)	
)	
Plaintiff,)	Case No. 12BA-CV04686
v.)	
)	Division 2
CENTURYTEL OF MISSOURI, LLC,)	
d/b/a CENTURYLINK,)	
)	
Defendant.)	

[PROPOSED] ORDER AND JUDGMENT

WHEREAS, the Parties to this action (the “Action”) entered into a Class Action Settlement Agreement dated effective September 29, 2017 (the “Settlement Agreement”); and

WHEREAS, by Order dated _____, 2017 (the “Preliminary Approval Order”), the Court preliminarily approved the proposed class settlement as set forth in the Settlement Agreement and directed that notice be given to the members of the proposed settlement class; and

WHEREAS, the Court conducted a final approval hearing on _____, 2017, at which time the Court considered the Settlement Agreement, the submissions in support of the Settlement Agreement, the arguments of counsel, any and all objections to the Settlement and the parties’ responses thereto, all pertinent materials in the file in this Action, the benefits to the Settlement Class under the Settlement Agreement, and the risks, complexity, expense, and probable duration of further litigation; and

WHEREAS, the Court is fully advised in the premises,

EXHIBIT E

THE COURT HEREBY ORDERS AND ADJUDGES AS FOLLOWS:

1. Except as otherwise provided herein, capitalized terms in this Order and Judgment shall have the meanings set forth in the Settlement Agreement.

2. Based on the record before the Court, the Court finds that the applicable requirements of Rule 52.08 of the Missouri Rules of Civil Procedure (“Rule 52.08”) have been satisfied with respect to the Settlement Class and the proposed Settlement. This Action is therefore permanently certified as a class action on behalf of the following Settlement Class:

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.

The Court expressly states that because certification is for settlement purposes only and not for litigation purposes, it need not consider, and has not considered, whether the Action if tried would present manageability problems.

3. CenturyLink has filed with the Court a list of all individuals who submitted to the Settlement Administrator timely and proper requests for exclusion from the Settlement Class. All such individuals are excluded from the Settlement Class and are not eligible to receive settlement payments. As used below, “Class Members” refers to all members of the Settlement Class who have not submitted to the Settlement Administrator timely and proper requests for exclusion from the Settlement Class.

4. The Court finds that the Settlement Agreement is the product of good-faith, arm’s-length negotiations between Plaintiff and his counsel and CenturyLink and its counsel.

5. The Court finds that Plaintiff and Plaintiff's Counsel have fairly and adequately represented the Settlement Class with respect to the Settlement and the Settlement Agreement. For purposes of the Settlement only, Plaintiff is appointed Class Representative and Plaintiff's Counsel, the law firm of Humphrey, Farrington & McClain, P.C., is appointed counsel for the Settlement Class.

6. The Court finds that the notice to the Settlement Class approved by the Preliminary Approval Order constituted reasonable notice, and the best practicable notice reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of the Action, the terms of the Settlement Agreement, the right to object or opt out, the right to appear at the final approval hearing, and the procedure for submitting claims. The Court further finds that the notice to the Settlement Class satisfied the requirements of Rule 52.08, the requirements of due process, and any other requirements of Missouri law.

7. Pursuant to Rule 52.08(e), the Court finds that the Settlement is fair, adequate, reasonable, and in the best interests of the Settlement Class, and grants final approval of the Settlement. The Parties are directed to perform and satisfy the terms and conditions of the Settlement Agreement. Without limiting the generality of the foregoing, the Settlement Fund shall be paid and disbursed in accordance with the terms and conditions set forth in the Settlement Agreement and this Order and Judgment.

8. Class Members shall be permitted to make claims for the benefits described in the Settlement Agreement, subject to the conditions and limitations stated therein. Class Members must satisfy the Settlement Agreement's requirements for submitting Claim Forms in order to be eligible to receive settlement payments.

9. Counsel for the Settlement Class is awarded reasonable attorney's fees and expenses in the amount of \$2,500,000.00.

10. In recognition of his time and effort in pursuing the Action and in fulfilling his obligations and responsibilities as Class Representative, Plaintiff is awarded the sum of \$15,000.00.

11. Plaintiff and all Class Members (including their successors in interest) shall have, by operation of this Order and Judgment, fully, finally and forever released, relinquished and discharged all Released Parties from all Released Claims, whether or not such Class Members submit a Claim Form. This Release may be enforced by any of the Released Parties.

12. Plaintiff and all Class Members (including their successors in interest) shall be barred and permanently enjoined from instituting, asserting, or prosecuting, directly or indirectly, as class representatives, members or otherwise, or receiving any benefits from any lawsuit, arbitration, administrative or regulatory proceeding or order against any Released Parties based on or relating to any Released Claims. The terms of the Settlement Agreement, including its release, and of this Order and Judgment shall be forever binding on, and shall have res judicata and preclusive effect on, the Parties and Class Members.

13. Neither this Order and Judgment, the Settlement Agreement, nor any provision therein, nor any negotiations, statements, communications or proceedings in connection therewith, including the Court's certification of the Settlement Class and appointment of the Class Representative and counsel for the Settlement Class for settlement purposes only, shall be deemed, described, construed, offered or received as evidence of any presumption, concession, or admission by any person or entity of the truth of any fact alleged in the Action; the validity or

invalidity of any claim or defense that was or could have been asserted in the Action; the amount of damages, if any, that may have been recoverable in the Action; or any liability, negligence, fault or wrongdoing of CenturyLink, Plaintiff, or any Class Member. Notwithstanding the foregoing, the Settlement Agreement and this Order and Judgment may be filed in any action by any of the Released Parties seeking to enforce the Settlement Agreement or the Order and Judgment by injunctive or other relief, or to assert defenses including but not limited to res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

14. If for any reason the Effective Date of the Settlement Agreement does not occur, this Order and Judgment, including its certification of the Settlement Class, and any other orders entered in connection therewith, shall be rendered null and void and shall be vacated. Certification of the Settlement Class as set forth above is for settlement purposes only and shall not constitute, or be construed as, an admission on the part of the CenturyLink that the Action, or any other proposed or certified class action, is appropriate for any other purpose, including, without limitation, for trial class treatment. If this Order and Judgment is reversed on appeal or the Settlement Agreement is terminated in accordance with its provisions, the foregoing certification of the Settlement Class, appointment of Class Representative, and appointment of Class Counsel shall be null and void and of no further effect and the parties to the Settlement shall be returned to the status each occupied before the Settlement Agreement was executed, without prejudice to any legal argument that any of the Parties might have asserted but for that agreement.

15. Without further order of the Court, the Parties may agree in writing to reasonable extensions of time to carry out any of the provisions of the Settlement Agreement.

16. This Action is dismissed with prejudice as to Plaintiff and all Class Members, without costs except as provided for herein or in any other Order of the Court.

17. The Court has and shall retain exclusive jurisdiction over: (a) the Settlement Agreement, including its administration, claim procedures, enforcement, and any other issues or questions that may arise thereunder; (b) the Parties and disputes relating in any way to the Settlement Agreement; and (c) all proceedings relating to the Settlement Agreement both before and after this Order and Judgment becomes final and is no longer subject to appeal, and over enforcement of this Order and Judgment.

18. Notwithstanding the provisions of paragraph 17, this document is a final, appealable order, and shall constitute a judgment for purposes of Rule 74.01 of the Missouri Rules of Civil Procedure.

SO ORDERED.

Date: _____

The Honorable Jeff Harris, Circuit Judge