

IN THE CIRCUIT COURT OF PHELPS COUNTY, MISSOURI

MOLLY BECKER, SONJA BOLERJACK,
FRANK GONZALEZ, VINCENT LEBRECHT,
MARIA MCBAIN, VICTORIA RODGERS,
PAMELA SMYTHE, and ROBIN WHITE,
individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

MASSIMO ZANETTI BEVERAGE, USA, Inc.,
a Delaware corporation, MOTHER PARKERS
TEA & COFFEE USA, Ltd., a Texas limited
partnership, and REILY FOODS COMPANY, a
Delaware corporation,

Defendants.

FILED

NOV 18 2020

SUE BROWN, CIRCUIT CLERK
PHELPS COUNTY, MO

Case No. 20PH-CV00569

**FINAL APPROVAL OF THE SETTLEMENT AGREEMENT; FINAL JUDGMENT;
AWARD OF ATTORNEYS' FEES, COSTS, AND CLASS REPRESENTATIVE
INCENTIVE AWARDS; AND ORDER OF DISMISSAL WITH PREJUDICE**

WHEREAS, on July 29, 2020, this Court entered an Order Preliminarily Approving Class Settlement, Approving Class Notice, and Scheduling Fairness Hearing (“Preliminary Approval Order”) that:

- a. Conditionally certified, for settlement purposes only, pursuant to Mo. R. Civ. P. 52.08, a class consisting of “All persons who purchased any Products in the United States during the Class Period. Excluded from the Settlement Class are: (a) Persons who purchased or acquired any Products for resale; (b) the Released Parties; (c) all Persons who file a timely and Opt-Out; (d) Plaintiffs’ Counsel and Defendants’ Counsel; (e) federal, state, and local governments (including all agencies and

subdivisions, but excluding employees not otherwise excluded hereunder); and (f) the judicial officers and courtroom staff overseeing the Action”;

- b. Appointed as Lead Class Counsel for the Settlement Class: (i) the Law Office of L. DeWayne Layfield, PLLC; (ii) KamberLaw LLC; and (iii) Steelman & Gaunt; and appointed as Class Counsel for the Settlement Class: (i) Law Office of L. DeWayne Layfield, PLLC; (ii) KamberLaw LLC; (iii) Steelman & Gaunt; (iv) Southern Atlantic Law Group PLLC; and (v) Law Office of Howard W. Rubinstein PA;
- c. Preliminarily approved the Class Action Settlement Agreement (the “Settlement”) as fair, adequate and reasonable;
- d. Set a hearing to take place before this Court (the “Final Approval Hearing”), upon notice to Members of the Settlement Class, to determine whether the proposed Settlement in accordance with the terms set forth therein should be approved as fair, adequate and reasonable to the Class and whether a Final Approval Order and Judgement should be entered;
- e. Approved the Claim Form and set the Claims Deadline;
- f. Designated Heffler Claims Administration (“Heffler”) as the Settlement Administrator and instructed Heffler to perform the following functions, as set forth in the Settlement:
 - 1. Process Opt-Out requests from the Settlement in accordance with Section IX of the Settlement;
 - 2. Process Objections to the Settlement in accordance with Section IX of the Settlement;
 - 3. Process Claim Forms in accordance with Section VI of the Settlement;

4. Before disseminating the Settlement Notice, establish the Settlement Website, which Settlement Class Members can visit to read and obtain additional information regarding the Settlement, including submission of Claim Forms; and
 5. Set up and operate a toll-free automated interactive voice response system through which Settlement Class Members can access Settlement information.
- g. Prescribed the method and period of time for providing notice to Members of the Settlement Class of the certification of the Settlement Class and found that the distribution of Settlement Notice substantially in accordance with Section VIII of the Settlement meets the requirements of Mo. R. Civ. P. 52.08(b)(3), 52.08(c)(2) and due process, and is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto;
- h. Prescribed the method and period of time during which Members of the Settlement Class may file Objections to the Settlement and found that any Settlement Class Member who fails to serve timely and properly a written Objection containing all of the information listed in items (a) through (j) of the Preliminarily Approval Order, including notice of whether he/she intends to appear at the Final Approval Hearing, shall not be permitted to object to the Settlement and shall be foreclosed from seeking any review of the Settlement or its terms by any means, including but not limited to appeal; and
- i. Prescribed the method and period of time during which Members of the Settlement Class may file requests to be excluded (or “Opt-Out”) from the Settlement Class

and found that any Member of the Settlement Class who does not properly and timely request exclusion from the Settlement Class will remain a Settlement Class Member and will be bound by any Orders entered by the Court, including the Final Approval Order and the Releases contemplated thereby.

WHEREAS, this Court finds that the papers are detailed and sufficient to rule on Plaintiffs' Motion for Final Approval of Class Action Settlement and Plaintiffs' Unopposed Motion for Attorneys' Fees, Costs, and Class Representative Incentive Awards ("Motions"); and

WHEREAS, this Court, having heard from counsel in this matter, and having reviewed all other arguments and submissions presented by all interested persons and entities with respect to the Settlement and Plaintiffs' Motions; and

WHEREAS, except as stated herein, capitalized terms used herein have the meanings set forth and defined in the Settlement entered into by the parties as of July 24, 2020, it is hereby

ORDERED, ADJUDGED, DECREED, AND FOUND THAT:

1. This case arises out of Plaintiffs' allegations that Defendants Massimo Zanetti Beverage USA, Inc., Mother Parkers Tea & Coffee USA, Ltd., and Reily Foods Company ("Defendants") engaged in deceptive and unlawful conduct in the manufacture, packaging, marketing and labeling of numerous brands of ground coffee, which are sold in cans, bricks, jars or similar containers (other than soft bags) (the "Products"). Plaintiffs contend that Defendants' misrepresentations and misconduct give rise to claims for violation of: the Missouri Merchandising Practices Act; the Florida Deceptive And Unfair Trade Practices Act; the California Unfair, Fraudulent and Unlawful Business Acts and Practices law; the California Deceptive Advertising Practices Act; the California Consumer Legal Remedies Act; Unjust Enrichment; and Breach of Express and Implied Warranties pursuant to the Uniform Commercial Code. Without admitting

the truth of any allegations made in the Action, or any liability with respect thereto, Defendants concluded that it is desirable that the claims against them be settled and dismissed on the terms reflected in the Settlement in order to resolve costly and burdensome litigation and to avoid further expense, inconvenience, and interference with ongoing business operations.

2. After extensive settlement negotiations, including numerous formal mediation sessions, the Parties agreed to settle the Action.

3. The Settlement provides substantial and meaningful Programmatic Relief to the Settlement Class as follows: Each of the Defendants that manufactures Products shall commence the process necessary to remove the Challenged Language from the Labeling of the Products beginning not later than the date of entry by the Court of the Preliminary Approval Order (the “PAO Date”). No Defendant shall manufacture any Products with Labeling containing the Challenged Language during the period (the “Restricted Period”) beginning on the six-month anniversary of the PAO Date and ending on the 3-year anniversary of the PAO Date, other than Products containing demonstrably accurate information on the Label with respect to which the applicable Defendant has provided notice to Class Counsel and Class Counsel has not objected within 15 days (with any disagreement not resolved following good faith discussions to be resolved by the Court). For the avoidance of doubt, the Released Parties, including the Defendants, (i) shall be permitted to sell existing Product inventory and Products manufactured prior to the commencement of the Restricted Period (the “Specified Inventory”) in the ordinary course of business and (ii) shall not be required to withdraw, destroy, or recall any Products included in the Specified Inventory in connection with the Programmatic Relief described in the Settlement.

4. The Settlement also provides substantial and meaningful monetary benefits to the Settlement Class, including as follows: Defendants agreed to provide cash benefits under a two-

tiered structure with a gross potential payout of \$20 million. Defendants will pay or cause to be paid Valid Claims based on which of the following two Tiers the Settlement Class Member elects and for which the Settlement Class Member qualifies: Tier 1. Settlement Class Members who elect to fill out the Claim Form section for Tier 1 and who do not have valid Proof of Purchase may recover \$1.00 per Unit purchased, up to a maximum of \$5.00 per Household; or Tier 2. Settlement Class Members who elect to fill out the Claim Form section for Tier 2 and who provide valid Proof(s) of Purchase may recover \$1.00 per Unit purchased for the number of Units for which a valid Proof of Purchase has been provided, up to a maximum of \$30.00 per Household. Defendants are also separately paying for all notice and administration costs.

5. The Settlement and Preliminary Approval Order establish an Objection and Opt-Out deadline of November 2, 2020. The Claims Period runs through November 18, 2020. At the request of the Parties, this Court Orders the Claims Administrator to process late claims received on or before November 25, 2020.

6. The Settlement Class as provided in the Preliminary Approval Order is unconditionally certified pursuant to Mo. R. Civ. P. 52.08(a), (b)(2) and (b)(3). The prerequisites for a class action under Rule 52.08 have been satisfied in that: (a) the Settlement Class Members are so numerous that joinder of all Settlement Class Members is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the claims of Plaintiffs are typical of the claims of the Settlement Class they seek to represent; (d) Plaintiffs have and will fairly and adequately represent the interests of the Settlement Class; (e) the questions of law and fact common to the Settlement Class Members predominate over any questions affecting only individual Settlement Class Members; and (f) a class action is superior to all other available methods for the fair and efficient adjudication of this controversy.

7. For purposes of the Programmatic Relief specified in Section 5.1 of the Settlement, the prerequisites for a class action under Rule 52.08(b)(2) have been satisfied in that: (a) the number of Settlement Class Members is so numerous that joinder of all Settlement Class Members is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the claims of Plaintiffs are typical of the claims of the Settlement Class they seek to represent; (d) Plaintiffs have and will fairly and adequately represent the interests of the Settlement Class; and (e) Defendants have acted or refused to act on grounds generally applicable to the Settlement Class, thereby making appropriate final declaratory relief with respect to the Settlement Class as a whole.

8. Molly Becker, Sonja Bolerjack, Frank Gonzalez, Vincent Lebrecht, Maria McBain, Justin McHale, Victoria Rodgers, Pamela Smythe, and Robin White are appointed as Class Representatives of the Settlement Class.

9. The Court confirms the following as Lead Class Counsel for the Settlement Class: (i) the Law Office of L. DeWayne Layfield, PLLC; (ii) KamberLaw LLC; and (iii) Steelman & Gaunt. In addition, the Court confirms the following as Class Counsel for the Settlement Class: (i) Law Office of L. DeWayne Layfield, PLLC; (ii) KamberLaw LLC; (iii) Steelman & Gaunt; (iv) Southern Atlantic Law Group PLLC; and (v) Law Office of Howard W. Rubinstein PA..

10. The Settlement is in all respects fair, reasonable, and adequate, is in the best interests of the Settlement Class Members, and is approved in all respects in accordance with Rules 52.08(a), (b)(2) and (b)(3).

11. The Settlement was negotiated at arm's length by experienced counsel who were fully informed of the facts and circumstances of the Action and of the strengths and weaknesses of their respective positions. The Settlement was reached after the Parties engaged in extensive negotiations and formal mediation. Class Counsel and Defendants' Counsel are therefore well

positioned to evaluate the benefits of the Settlement, taking into account the expense, risk, and uncertainty of protracted litigation over numerous questions of fact and law.

12. Notice to the Settlement Class Members required by Mo. R. Civ. P. 52.08(b)(3) has been provided as directed by this Court in the Preliminary Approval Order, and such notice constituted the best notice practicable, including, but not limited to, the forms of notice and methods of identifying and providing notice to the Settlement Class Members, and satisfied the requirements of the Missouri Rules of Civil Procedure, and all other applicable laws.

13. No timely Objections were received to the Settlement and no Settlement Class Members Opted Out of the Settlement. This positive reaction by the Settlement Class demonstrates the strength of the Settlement.

14. The Court received an email of a purported objection and a cover letter on November 13, 2020, from Steven F. Helfand (“Mr. Helfand”). Each was entered on the Court docket. (Dkt; 11/13/2020). Mr. Helfand was also given the opportunity to be heard at the Final Approval Hearing. (Dkt; 11/16/2020). In addition, Mr. Helfand was provided the opportunity to provide any additional materials that he believed should be considered by the Court in evaluating his purported objection, both procedurally and substantively, including a proposed order, no later than November 17 at 5:00 pm. Mr. Helfand timely submitted a proposed order to the Court and it was entered on the Court Docket. (Dkt; 11/17/2020). Having considered all materials in the record, the Court makes the following findings (para 15) and rulings (para 16) regarding the purported objection from Mr. Helfand.

15. The following facts bear on consideration of Mr. Helfand’s purported objection:

- a. At the Final Approval Hearing, Mr. Helfand stipulated that, by way of proceedings commenced by the California Bar in 2018, Mr. Helfand was

disbarred based on 12 counts, including moral turpitude. (Dkt; 11/16/2020).

Mr. Helfand further stipulated that he was found to have misled courts, filed objections without client authorization, and misappropriated settlement proceeds. (Dkt; 11/16/2020).

- b. Also at the Final Approval Hearing, Mr. Helfand stipulated that he has been involved in at least 50 cases as an objector, three of which are being considered for final approval this month. (Dkt; 11/16/2020). In certain of his objections, other courts have found in published opinions that Mr. Helfand has falsely claimed to be a class member and that he has disregarded orders of court regarding the manner in which objections should be made by absent class members. (Dkt; 11/16/2020). (*See, e.g., Legg v. Lab. Corp. of Am.*, 2016 WL 3944069, at *3 (S.D. Fla. Feb 18, 2016) (Objector Helfand not a member of the Class); *Hooker v. Sirius XM Radio Inc.*, No. 4:13-cv-00003-AWA-LRL, ECF No. 209, ¶ 20 (E.D. Va. Dec 22, 2016) (Mr. Helfand has not complied with preliminary Approval Order and is not a member of the Class); *Brown v. Hain Celestial Group, Inc.*, 2016 WL 631880, at *10 (N.D. Cal. Feb. 17, 2016) (Mr. Helfand is a professional objector who provided no proof he is a class member).
- c. Mr. Helfand alleges he learned of the Settlement on or about October 24 or 25, 2020. (Dkt; 11/16/2020). Mr. Helfand claims to have seen a news article around that time mentioning the Settlement and claims he thereafter went to the Settlement Website where he reviewed the Website and read the long and short form Notice. (Dkt; 11/16/2020). Around that time, he decided to

submit a claim and make an objection. (Dkt; 11/16/2020). Mr. Helfand alleges that, on October 27, 2020, he put three copies of his purported objection in the mail addressed to the Court, Defense Counsel and Class Counsel, respectively. (Dkt; 11/16/2020). Mr. Helfand stipulated that he has no proof of his mailing and that he did not send the mailing by certified mail. (Dkt; 11/16/2020).

- d. Around the same time, Mr. Helfand was in the process of objecting in a different class action pending in federal court. Mr. Helfand stipulated that, prior to November 2, 2020, he knew that mail he claimed to have sent in that federal class action had not reached the intended recipients. (Dkt; 11/16/2020). Mr. Helfand explained that it was for this reason that he sent an objection in that federal case by certified mail on November 3. (Dkt; 11/16/2020). Despite this knowledge, until November 13, 2020, Mr. Helfand never sent any subsequent correspondence in the instant case, either by certified mail or otherwise. (Dkt; 11/16/2020).
- e. Mr. Helfand stipulated that, from October 28, 2020 to November 12, 2020, he did not communicate with Class Counsel or Defense Counsel. (Dkt; 11/16/2020). Mr. Helfand further stipulated that, during that same period, he did not communicate with the Court or otherwise confirm with the Court that his purported objection had reached the Court or had been filed or submitted. (Dkt; 11/16/2020). Mr. Helfand further stipulated he had not attempted to contact the Claims Administrator at any time. (Dkt; 11/16/2020).

- f. On November 13, 2020, the business day before the Final Approval Hearing, Mr. Helfand emailed a copy of the purported objection to the Clerk of this Court, who promptly filed it and had it entered on the Docket. (Dkt; 11/13/2020). Mr. Helfand also provided a copy by email to Class Counsel and Defense Counsel on November 13, 2020.
- g. As of the time of the Final Approval Hearing on November 16, 2020, none of the parties to whom Mr. Helfand claims to have sent his October 27, 2020 correspondence had received that correspondence. (Dkt; 11/16/2020).

16. The Court makes the following rulings concerning Mr. Helfand's purported objection:

- a. Mr. Helfand's purported objection is struck as untimely. On July 29, 2020, this Court entered the Preliminary Approval Order, which provided criteria and timing for an absent class member to Object to the Settlement. Paragraph 12 of the Preliminary Approval Order stated that any Class Member who wishes to object must file said Objection with the Court by November 2, 2020. Given Mr. Helfand's active practice of objecting to class action settlements, his history as a prior member of the bar, his knowledge prior to the deadline of the difficulty he had with submitting objections by mail in a federal class action, his failure to contact the Court, Class Counsel, Defense Counsel, or the Claims Administrator prior to the Objection Deadline to confirm receipt and the other facts stated herein, the Court finds that Mr. Helfand's purported objection is untimely and is struck.

- b. Mr. Helfand's objection is further struck because it does not comply with this Court's Preliminary Approval Order or the instructions on the Settlement Website and in the Notice. (Dkt; 7/29/2020). This Court's July 29, 2020 Preliminary Approval Order provided clear criteria for how an absent class member must object to the Settlement, consistent with the instructions on the Settlement Website and in the Notice. In paragraph 12(h), this Court required that an Objector make a statement of membership in the Class that includes "all information required by the Claim Form." This instruction was consistent with the instruction provided in the Notice, which Mr. Helfand claims he reviewed in late October. The Claim Form, also available on the Settlement Website, required identification of the form of packaging, whether bag, brick, can or jar, and the identification of the stores at which the Product was purchased. The Claim Form also required a proof of purchase for Class Members who desired the larger claim amount. As of November 16, 2020, in support of his purported objection, Mr. Helfand did not provide a full description of his alleged purchase as required on the Claim Form. Nor did Mr. Helfand supplement these materials in the wake of the Final Fairness Hearing.
- c. Even if the Court had not struck Mr. Helfand's purported objection, the Court would overrule it. At the Final Approval Hearing, this Court provided Mr. Helfand an extensive opportunity to detail his purported objection. Mr. Helfand focused on whether the time periods provided for in the Notice should be extended given the Covid-19 pandemic, whether the mechanism

for Class Members to receive a claim check by mail was functioning properly, and his general argument that attorneys' fees were too high. (Dkt; 11/16/2020). The Court is not persuaded regarding any alleged inadequacy of the Notice as it pertains to the deadlines set forth therein. This Court finds that the Notice Plan the Court previously approved satisfies the requirements of due process and that the record demonstrated that this Notice Plan was properly executed. The Preliminary Approval Order was entered in July, well after the Covid-19 pandemic had begun, and this Court took the pandemic into full consideration in approving a Notice Plan, which this Court finds was in full compliance with the standards set forth by the Missouri Supreme Court. Further, this Court finds that Mr. Helfand's claims questioning the functionality of the Settlement Website concerning payment by check are contradicted by the Supplemental Declaration of the Claims Administrator. (Dkt; 11/16/2020) This Court finds that the Supplemental Declaration of the Claims Administrator describing the functionality of the Settlement Website and its payment-by-check feature is credible. In addition, Mr. Helfand's arguments concerning attorneys' fees failed to take into consideration the injunctive relief and potential value of the claims process achieved by Class Counsel. Mr. Helfand's arguments also did not consider that the attorneys' fees did not reduce the benefit to the class and are instead being paid entirely by Defendants. Mr. Helfand's arguments further failed to take into consideration the risk Class Counsel assumed in prosecuting this case and the other factors set forth in paragraph

25, which more fully describes this Court's findings that the attorneys' fee award is reasonable. Accordingly, if this Court had not struck the purported objection, it would have overruled it.

17. Plaintiffs and Defendants are directed to promptly consummate the Settlement in accordance with all its terms.

18. The Settlement shall not be deemed to constitute an admission or finding of liability or wrongdoing on the part of the Defendants, Plaintiffs, Class Representatives, or any of the Settlement Class Members or Released Parties.

19. The Action is hereby dismissed, with prejudice, on the merits, as against the Plaintiffs, Class Representatives, and all Settlement Class Members, on the terms and conditions set forth in the Settlement, and without costs to any party except as provided herein and in the Settlement.

20. The Action is hereby dismissed, with prejudice, on the merits, as against all Defendants presently or previously named in the Action, including Walmart Inc., Massimo Zanetti Beverage USA, Inc., Mother Parkers Tea & Coffee USA, Ltd., and Reily Foods Company.

21. Upon the Effective Date, Plaintiffs, Class Representatives, each Settlement Class Member, and each Releasing Party shall be deemed to have, and by operation of this Final Approval Order and Judgment shall have, fully, finally, and forever released, relinquished and discharged all Released Claims against the Released Parties in the manner(s) set forth in Section XII of the Settlement.

22. Upon the Effective Date, Plaintiffs, Class Representatives, each Settlement Class Member, and each Releasing Party shall be permanently barred and enjoined from asserting,

commencing, prosecuting or continuing any of the Released Claims as set forth in Sections XI and XII of the Settlement.

23. Service Awards are hereby awarded in the total amount of \$27,000, comprised of \$3,000 to each of Class Representatives Molly Becker, Sonja Bolerjack, Frank Gonzalez, Vincent Lebrecht, Maria McBain, Justin McHale, Victoria Rodgers, Pamela Smythe, and Robin White. Lead Class Counsel shall pay these Service Awards to the Class Representatives following payment of this amount by Defendants as compensation for their efforts in bringing the Action and achieving the benefits of the Settlement on behalf of the Settlement Class.

24. Lead Class Counsel are hereby awarded \$4,700,000 in (i) attorneys' fees and (ii) reimbursement of their reasonable expenses in accordance with Section VII of the Settlement. Defendants shall deposit the sums awarded and approved by the Court in an account established and maintained by the Settlement Administrator no later than ten (10) business days following the earlier of (i) the Effective Date or (ii) such date that Class Counsel provides payment security in a form agreed by Class Counsel and each Defendant in its sole discretion (which security shall provide for recovery of all fees and expenses paid to Class Counsel in the event that the final judgment or Attorneys' Fees and Costs Awards is reversed or otherwise reduced); provided, that the date described in clause (ii) shall not occur prior to the following entry of the Final Approval Order and award of the Attorneys' Fees and Costs Award.

25. The award of attorneys' fees to Lead Class Counsel shall be allocated among Class Counsel in a fashion that, in the opinion of Lead Class Counsel, fairly compensates them for their respective contributions in the prosecution of the Action. Neither Defendants nor Defendants' Counsel shall have any responsibility for, or interest in, or liability whatsoever with respect to allocation among Class Counsel, and/or any other person who may assert some claim thereto, of

any Attorneys' Fees and Costs Award that the Court may make. In making its award of attorneys' fees and reimbursement of expenses, in the amounts described in paragraph 21 above, the Court has considered and finds as follows:

- a. The Settlement has provided significant relief to the Settlement Class.
- b. Defendants' adoption of the Programmatic Relief was a negotiated, material term of Settlement.
- c. The Settlement Notice constituted the best notice practicable to Settlement Class Members.
- d. Class Counsel have conducted the litigation and achieved the Settlement with skill, perseverance, and diligent advocacy on behalf of Plaintiffs, Class Representatives and the Settlement Class as a whole.
- e. The Action involves complex factual and legal issues and, in the absence of Settlement, would involve further lengthy proceedings and uncertain resolution of such issues.
- f. Had the Settlement not been achieved, there would remain a significant risk that the Settlement Class may have recovered less or nothing from Defendants, and that any recovery would have been significantly delayed, which would have resulted in the continued exposure of Settlement Class Members to the challenged representations.
- g. The amount of attorneys' fees and reimbursable expenses awarded to Lead Class Counsel is fair and reasonable given: the results of the Settlement, which are substantial; that there has been a substantial number of Products sold by Defendants; Class Counsel was able to secure a significant benefit

for the Settlement Class in terms of both programmatic and monetary relief; significant skill was required to prosecute this case, including the experience, reputation, and ability of Class Counsel; the fact that the fees were always contingent; and the fee is not disproportionately excessive in light of the benefits conferred on the Settlement Class Members. Moreover, the amount awarded is within the norms in class action cases in the state of Missouri.

26. Defendants and the Released Parties shall not be liable for any additional fees or expenses for Class Counsel or counsel of any Plaintiffs, Class Representative or Settlement Class Members in connection with the Action, beyond those expressly provided in the Settlement.

27. By reason of the Settlement, and approval hereof, there is no just reason for delay and this Final Order and Judgment shall be deemed a final judgment pursuant to Rule 74 of the Missouri Rules of Civil Procedure.

28. Jurisdiction is reserved, without affecting the finality of this Final Approval Order and Judgment, over:

- a. Effectuating the Settlement and the terms of the Class Action Settlement Agreement, including the payment of Lead Class Counsel's attorneys' fees and reimbursement of expenses, including any interest accrued thereon;
- b. Supervising all aspects of the administration of the Settlement;
- c. Determining whether, in the event an appeal is taken from any aspect of this Final Approval Order and Judgment, notice should be given at the appellant's expense to some or all Settlement Class Members apprising

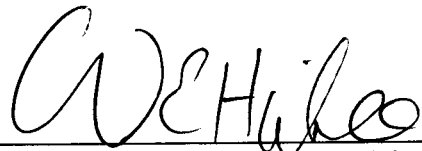
them of the pendency of the appeal and such other matters as the Court may order;

- d. Enforcing and administering the Settlement, including any releases executed in connection therewith, and the provisions of this Final Approval Order and Judgment;
- e. Adjudicating any disputes that arise under the Settlement; and
- f. Any other matters related or ancillary to the foregoing.

29. The above-captioned Action is dismissed in its entirety with prejudice

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: 11-18-2020



JUDGE OF THE CIRCUIT COURT