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

JANE DOE, individually and on behalf of all others similarly situated, Plaintiff, v. SSM HEALTH CARE CORPORATION, d/b/a SSM HEALTH, Defendant.	Case No. 2222-CC10014-01 Class Action

MEMORANDUM IN SUPPORT OF PLAINTIFF'S UNOPPOSED MOTION FOR FINAL APPROVAL

Plaintiff Jane Doe, individually and on behalf of all others similarly situated, by and through counsel, respectfully moves the Court to enter an order (1) affirming its certification of the Class for the purpose of Settlement only; (2) finally approving the Settlement as fair, reasonable, and adequate; (3) holding that the notice program implemented by the Settlement Administrator was appropriate and in accordance with due process; (4) affirming its appointment of Class Representatives; and (5) affirming its appoint of Class Counsel. Defendant has reviewed this motion and does not oppose the relief sought herein.

I. Background

This case arises out of Defendant's alleged use of online tracking technologies like Meta Pixel, which Plaintiff alleges captured patients' personally identifiable information ("PII") and conveyed that information to third parties like Meta. Plaintiff Doe originally filed this matter in St. Louis City Circuit Court and was remanded back to this Court after

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Defendant attempted to remove the case to federal court. To redress the harms allegedly cause by Defendant's conduct, Plaintiff asserted claims for (1) tampering with computer data in violation of Mo. Rev. Stat. §§ 569.095 & 537.525; (2) breach of fiduciary duty; (3) unjust enrichment; (4) invasion of privacy; (5) identity theft in violation of Mo. Rev. Stat. § 570.223; (6) negligence; and (7) interception of wire communications in violation of Mo. Rev. Stat. § 542.402. Defendant then filed a motion to dismiss. On June 6, 2024, the Court denied the motion as to Count 7. Plaintiff then filed the second-amended petition, which Defendant answered on October 18, 2024.

On April 3, 2024, Plaintiff John Doe filed suit in the related case against Physician Services Corporation of Southern Illinois, Inc. d/b/a SSM Health Medical Group—an affiliate of SSM Health. Plaintiff John Doe filed that case in the St. Clair County Circuit Court, as case number 24-LA-0486. The allegations in each suit are materially the same in that they center on the same issues and alleged conduct. The St. Clair County Circuit Court case has been stayed pending final approval of the proposed Settlement here—which would resolve both cases through the nationwide class that is part of the settlement.

While discovery was ongoing, Plaintiff and Defendant ("the Parties") began engaging in settlement negotiations, which ultimately led to a formal mediation in February 2024. Though that mediation was not successful, the Parties agreed to a second formal mediation in April 2025 with Bennett G. Picker, Esquire, of Stradley Ronan. Mr. Picker is an accomplished mediator which substantial experience resolving data privacy class actions. The Parties mediated with Mr. Picker on April 17, 2025, which again was unsuccessful. Nevertheless, the Parties continued negotiations in good faith and ultimately

reached an agreement in principle on July 8, 2025, to resolve both matters on a classwide basis. The Parties then began working on a formal Settlement Agreement, which was executed on August 8, 2025. On September 2, 2025, this Court granted preliminary approval of the proposed Settlement and ordered the Settlement Administrator to conduct the notice program.

II. Terms of the Settlement

As part of the Settlement, Defendant agrees not to oppose certification of a class of "all natural persons who are, or were, patients of defendant SSM Health and logged into the SSM Health MyChart patient portal between July 6, 2020 and February 10, 2023." Settlement Agreement ("S.A.") ¶ 1.29.[1] Excluded from the Class are (1) any Judge presiding over this matter, including the Judge's staff and immediate family members; (2) officers and directors of Defendant, its agents, affiliates, subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest; (3) individuals who file valid and timely requests to be excluded from the Class; (4) the legal representatives, successors, or assigns of such persons who request to be excluded; and (5) Class Counsel.

Settlement Class Members who do not request to be excluded will be entitled to benefits designed to protect their privacy moving forward and compensate for the alleged

[1] The Settlement Agreement was filed along with Plaintiff's motion for preliminary approval as is incorporated herein.

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past privacy harm: (1) one year of CyEx's Privacy Shield product,[2] and (2) a cash payment of $31.50 per Class Member who files a valid claim. *Id.* ¶¶ 2.1–2.2. Moreover, Defendant will separately pay the costs of notice and claims administration, Class Counsel's attorneys' fees, and Class Representatives' Incentive Awards—subject to Court approval of Plaintiff's motion, which was separately filed. *Id.* ¶¶ 2.2, 8.1, 8.3. In exchange for these benefits, the participating Class Members who do not timely and validly opt out will release Defendant of all claims arising under this action. *Id.* ¶ 3.

III. Notice

On September 2, 2025, the Court entered an order preliminarily approving the proposed classwide Settlement. The Court then entered an order amending preliminary approval on September 10, 2025. As part of that order, the Court appointed Epiq Class Action & Claims Solutions, Inc. ("Epiq") as the Settlement Administrator and ordered it to carry out the notice program. On September 2, 2025, Defendant sent Epiq the Class List containing 1,234,769 records, which resulted in 1,231,345 total Class Members after de-duplication. Declaration of Cameron R. Azari of Epiq Class Action & Claims Solutions, Inc., ("Azari Decl.") ¶ 22. Most had valid email addresses; 460 did not have valid email addresses but had valid mailing addresses. *Id.* Of the total, only three individuals lacked both mailing addresses and email addresses. *Id.* Shortly thereafter, on September 6, 2025, Epiq commenced sending email notices to 1,230,882 Class Members. *Id.* ¶ 23. These

[2] The Privacy Shield product includes dark web monitoring, VPN in Touch, password scanning, private search functionality, password defense, digital vault, and data broker opt-out services. S.A. ¶ 2.3(b).

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emails were crafted to avoid spam filters in the most reasonably practicable manner. *Id.* ¶ 24. On October 21, 2025, Epiq commenced mailing Postcard Notices to 135,581 persons for whom either an email address was unknown or for whom the email notice was not properly delivered. *Id.* ¶ 26. This notice was sent via first-class mail. *Id.* Before sending the Postcard, Epiq performed a check against the National Change of Address database to ensure the notice was sent to the most up-to-date address. *Id.* ¶ 27.

Moreover, Epiq created a Settlement Website to provide notice to the public of the proposed Settlement. *Id.* ¶ 31. The Settlement Website allowed the public a way to download important documents, such as the Settlement Agreement, the Court's order granting preliminary approval, the Long Form Notice containing procedures for opting out and objecting, and a claim form. *Id.* The Website also provided the public and Class Members with all important dates and the answers to frequently asked questions. *Id.* Further, the Website provided the means for Class Members to file their claims online. *Id.* Still further, Epiq created a toll-free help line wherein Class Members could hear answers to frequently asked questions and request a claims package, including a claim form. *Id.* ¶ 32. Through these efforts, Epiq reports that the notice here resulted in a reach percentage of approximately 99%. *Id.* ¶ 30.

IV. The Court Should Affirm its Certification of the Class

As part of its order granting preliminary approval, the Court conditionally certified the Class for the purpose of Settlement only. Plaintiff now asks the Court to affirm that certification, again for the purpose of Settlement only. Indeed, nothing has changed, and the Class still meets the requirements of Missouri Rule of Civil Procedure 52.08.

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Numerosity

The number of persons in the proposed class makes the joinder of all class members impracticable. The Settlement Class here consists of 1,231,345 individuals. This is well over the number that has been approved by Missouri courts to satisfy numerosity. *See Frank v. Enviro-Tech Servs.*, 577 S.W.3d 163, 168 (Mo. Ct. App. 2019) (holding that a class of 82 satisfies the numerosity requirement of Rule 52.08(a)); *Dale v. DaimlerChrysler Corp.*, 204 S.W.3d 151, 168 (Mo. Ct. App. 2006) (holding that a class of hundreds is sufficient for the numerosity requirement and noting that "[c]lass certifications have been upheld where the class is composed of even 100 or less"). The numerosity requirement is satisfied here.

Commonality

Many questions of law and fact in the case are common to all Settlement Class Members such that Rule 52.08(a)(2) is satisfied. "The common question 'must be of such a nature that it is capable of classwide resolution' such that the determination of its truth or falsity will resolve an issue that is central to the validity of each claim." *Lucas Subway MidMo, Inc. v. Mandatory Poster Agency, Inc.*, 524 S.W.3d 116, 129–30 (Mo. Ct. App. 2017) (quoting *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 350 (2011)). "Rule 52.08(a)(2) does not require that all issues in the litigation be common, only that common questions exist. '[I]f the same evidence will suffice for each member to make a *prima facie* showing as to a given question, then it is a common question.'" *Elsea v. U.S. Eng'g Co.*, 463 S.W.3d 409, 419 (Mo. Ct. App. 2015) (quoting *Karen S. Little, L.L.C. v. Drury Inns, Inc.,* 306 S.W.3d 577, 581 (Mo.App.E.D.2010)).

Here, numerous such questions of fact and law are common to Plaintiff and the Class, as is inherently true because Plaintiff's and all Settlement Class Members' claims arise under the same alleged conduct by Defendant—the use of online tracking technology in a manner that results in the unauthorized disclosure of PII to third parties. These common questions include: (1) whether Defendant's conduct violated Plaintiff and the Class Members' privacy rights; (2) whether Defendant's conduct violated Mo. Rev. Stats. § 542.402, 407.020, 569.095, 191.656; and (3) whether Defendant knowingly disclosed Plaintiff's and Class Members' PII to unauthorized third parties, among many other common questions of law or fact. Given the many common questions of law or fact, the commonality requirement is met here.

Typicality

In addition, Plaintiff's claims are also typical of the rest of the Settlement Class Members' claims. The typicality requirement is "is fairly easily met so long as other class members have claims similar to the named plaintiff. Factual variations in the individual claims will not normally preclude class certification if the claim arises from the same event or course of conduct as the class claims, and gives rise to the same legal or remedial theory." *Dale*, 204 S.W.3d at 169 (emphasis in original) (quoting *Carpe v. Aquila, Inc.*, 224 F.R.D. 454, 457 (W.D. Mo. 2004)). Here, Plaintiff and the Settlement Class all allegedly suffered injuries arising out of the same conduct—Defendant's alleged use of online tracking technologies, like the Meta Pixel, to convey PII to third parties, like Meta, who Plaintiff did not authorize to receive such private data. Given that Plaintiff's claims are identical to those of the Settlement Class, the typicality requirement is met here.

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Adequacy

Plaintiff and Proposed Class Counsel and the Class Representatives are more than adequate. "To satisfy Rule 52.08(a)(4), a plaintiff must demonstrate that class counsel is qualified and competent to conduct the litigation and that the plaintiff has no interests that are antagonistic to the other proposed class members." *Lucas Subway MidMo, Inc.*, 524 S.W.3d at 130. Settlement Class Representatives have demonstrated that they are well-suited to represent the Settlement Class. They came forward prior to the filing of the Petitions and have been involved in this matter since that time. Plaintiffs Jane and John Doe have maintained contact with counsel, assisted in the investigation of the case, reviewed pleadings, remained available for consultation throughout the settlement negotiations, and answered all of Counsel's relevant questions. Plaintiffs do not have any conflicts with the proposed class and have adequately represented Settlement Class Members in the litigation. At bottom, their interests are aligned with those of the other Settlement Class Members. Declaration of J. Gerard Stranch, IV ("Stranch Decl.") ¶ 8. Additionally, Proposed Class Counsel are well qualified to represent the Settlement Class, as they possess significant experience leading the prosecution of complex class action matters. *Id.* ¶ 4. The adequacy requirement is met here.

Predominance and Superiority

Settlement Class Representatives, having satisfied Rule 52.08(a), must also satisfy "one of the three requirements of Rule 52.08(b)" to obtain class certification. *Meyer ex rel. Coplin v. Fluor Corp.,* 220 S.W.3d 712, 715 (Mo. 2007). Plaintiff here seeks certification under Rule 52.08(b)(3), "which requires the trial court to find that the questions of law or

fact common to the class members 'predominate over any questions affecting only individual members' and that a class action is superior to other available methods for the fair and efficient adjudication of the matter." *Id*. The predominance requirement tests whether proposed classes are sufficiently cohesive to warrant adjudication by representation. It "does not demand that every single issue in the case be common to all the class members, but only that there are substantial common issues which 'predominate' over the individual issues.'" *Elsea*, 463 S.W.3d at 422 (quoting *State ex rel. McKeage v. Cordonnier,* 357 S.W.3d 597, 600 (Mo. 2012) (internal quotation omitted). "In fact, the predominance requirement can be satisfied if there is one single common issue that is the overriding issue in the litigation." *Id*. "Further, predominance is not precluded when there needs to be an inquiry as to individual damages." *Id*.

This litigation revolves around the same alleged conduct by Defendant—the use of online tracking technology. Because Plaintiff's claims and any claims Class Members' could bring on their own challenge the same conduct, arise under identical factual circumstances, and present the same questions of law, the common questions undoubtedly predominate.

"In addition to requiring that common questions of law and fact predominate, Rule 52.08(b)(3) requires that the court find that a class action is superior to other available methods for the fair and efficient adjudication of the controversy." *Elsea*, 463 S.W.3d at 423 (quoting *Hale v. Wal–Mart Stores, Inc.*, 231 S.W.3d 215, 229 (Mo. App. W.D. 2007)). "The superiority requirement requires the trial court to balance, in terms of fairness and efficiency, the merits of a class action in resolving the controversy against those of

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alternative available methods of adjudication." *Dale*, 204 S.W.3d at 181 (internal quotation omitted). "The balancing must be in keeping with judicial integrity, convenience, and economy." *Id.* Another fact the Court may take into consideration is "the inability of the poor or uninformed to enforce their rights, and the improbability that large numbers of class members would possess the initiative to litigate individually." *Id.* at 183.

A class action here is superior because of the increased efficiency and because a class action is likely the only way many Class Members would be able to receive any compensation. Courts routinely recognize that class actions are superior to individual litigation in other privacy cases where class-wide settlements have been approved, including in the similar line of data breach cases. *See, e.g.*, *Richardson v. Gershman Investment Corp.*, No. 22SL-CC03085 (St. Louis Cnty. Cir. Ct., Nov. 6, 2023) (granting final approval); *In re BJC Healthcare Data Breach Litig.*, No. 2022-CC09492 (St. Louis Cir. Ct., Sept. 6, 2022); *Morrison v. Entrust Corp.*, 2024 WL 2207563, at *5 (D. Minn. May 14, 2024); *In re Yahoo! Inc. Customer Data Sec. Breach Litig.*, 2020 WL 4212811, at *7 (N.D. Cal. July 22, 2020); *Hameed-Bolden v. Forever 21 Retail, Inc.*, 2019 WL 8953127, at *7 (C.D. Cal. Aug. 12, 2019); *Hutton v. Nat'l Bd. of Exam'rs in Optometry, Inc.*, 2019 WL 3183651, at *4 (D. Md. July 15, 2019).

The Settlement Class here consists of approximately 1,231,345 persons. Having individual trials for all these Settlement Class Members would be impracticable and inefficient for the Court. *See Dale*, 204 S.W.3d at 183 (noting that "judicial economy would dictate that all such possible claims be tried in one class action lawsuit" when the number of claims were in the "hundreds or even thousands"). Further, the amount of damages for

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each Settlement Class Member is relatively small compared to the cost of litigation. A class action is superior to any other form of resolution here.

V. The Proposed Settlement is Fair, Reasonable, and Adequate

Missouri Rule 52.08 governs class actions. The rule states, "A class action shall not be dismissed or compromised without the approval of the court, and notice of the proposed dismissal or compromise shall be given to all members of the class in such manner as the court directs." Missouri Rule 52.08(e). The Rule is "essentially identical" to Federal Rule 23, and, therefore, Missouri courts "rely on federal cases where Missouri law has not definitively addressed an issue." *Hope v. Nissan N. Am., Inc.*, 353 S.W.3d 68, 75 (Mo. Ct. App. 2011). Approval of a proposed class action settlement is a matter within the discretion of the Court. *See State ex rel. Byrd v. Chadwick*, 956 S.W.2d 369, 375 (Mo. App. 1997). Indeed, the law favors settlement, particularly in class actions and other complex cases where substantial resources can be conserved by avoiding the time, cost, and rigor of prolonged litigation. *See State Farm Mut. Auto. Ins. Co. v. MFA Mut. Ins. Co.*, 671 S.W.2d 276, 279 (Mo. 1984) (holding that "[s]ettlements are favored" under Missouri law); *see also* 4 NEWBERG ON CLASS ACTIONS § 13:44 (5th ed. 2020) ("The law favors settlement, particularly in class actions and other complex cases where substantial resources can be conserved by avoiding lengthy trials and appeals.").

Approval of a class action settlement is generally a three-step process. *See Byrd*, 956 S.W. 2d at 382-83; *see also* 4 NEWBERG ON CLASS ACTIONS § 13:10 (endorsing multi-step process, including preliminary approval, notice period and fairness hearing, and final approval). Here, two of the steps have been completed: the Court has (1) preliminarily

ruled that the settlement is within range of fair, reasonable, and adequate; and (2) scheduled a final approval hearing with notice ordered to the Settlement Class Members to give them an opportunity to opt out or voice objections to the Settlement. *See Roberts v. The Source for Public Data LP*, 2010 WL 2195523, *1–5 (W.D. Mo. May 28, 2010); *see also* Preliminary Approval Order.

After the Court's order preliminarily approving the Settlement, Epiq provided notice to the Class in accordance with the Court's order and the Parties' Settlement Agreement. With steps one and two of the approval process complete, the Court must now decide whether to grant final approval to the Settlement after accounting for all information obtained during the approval process. *See Byrd*, 956 S.W.2d at 389. "Ultimately, the court must examine whether the interests of the class are better served by settlement than by further litigation." *Casey v. Coventry Healthcare of Kansas, Inc.*, 2012 WL 860395, *1 (W.D. Mo. Mar. 13, 2012). Having provided notice, received very limited objections that should be overruled as discussed further below, and received only thirty-two exclusions, the Court should now grant final approval of the Settlement. Azari Decl. ¶ 34.

In determining whether a class action settlement is fair, reasonable, and adequate, Missouri courts must consider: "(1) the existence of fraud or collusion behind the settlement; (2) the complexity, expense, and likely duration of the litigation; (3) the stage of the proceedings and the amount of discovery completed; (4) the probability of the plaintiff's success on the merits; (5) the range of possible recovery; and (6) the opinions of class counsel, class representatives and absent class members." *Bachman v. A.G. Edwards, Inc.*, 344 S.W.3d 260, 266 (Mo. Ct. App. 2011) (citation omitted).

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1. The Settlement Was Negotiated at Arms'-Length with no Collusion

The Settlement here was hard fought and negotiated at arms'-length. Indeed, it required two formal mediations and then another two and a half months before the Parties were able to reach an agreement on the material terms. S.A. at 3. Given that the negotiations took months and required two neutral mediators, this factor weighs in favor of final approval.

2. This Litigation is Highly Complex, Expensive, and Would Likely Take Years

Consumer privacy litigation is often highly complex. *See In re Sonic Corp. Customer Data Sec. Breach Litig.*, 2019 WL 3773737, at *7 (N.D. Ohio Aug. 12, 2019) (noting the complexity of the similar area of data breach litigation and the unpredictability of juries). That is no different here, as cases challenging a Defendant's use of online tracking technologies require significant technical knowledge, the use of expensive experts, and require significant time to work through these various complexities. Stranch Decl. ¶ 9. Moreover, because of these technical challenges, counsel bringing these cases must understand the inherent risk associated with the need to explain complicated issues to lay jurors. *Id.* Further, even if Plaintiff were to prevail, the novelty of these cases almost certainly means that Defendant would appeal. Thus, the Settlement here is even more reasonable because of the significant hurdles Counsel faces and the years of delay to get to trial and defend a favorable verdict through appeals.

3. The Parties Have Exchanged Sufficient Discovery to Craft a Fair Settlement

Next, the Parties engaged in sufficient discovery to ensure both sides had the information necessary to empower informed negotiations on both sides—indeed discovery

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had been ongoing at the time of settlement negotiations, which included comprehensive corporate representative deposition testimony by Defendant. S.A. at 3. Class Counsel has litigated numerous privacy class actions and believe the information it had was easily sufficient to enable it to represent the best interests of the Class. Stranch Decl. ¶¶ 4, 9. Indeed, that can be seen here because of the substantial recovery made available to Settlement Class Members.

4. The Risk of Prolonged Litigation Favors Settlement When Compared with the Benefits Made Available in the Settlement and the Range of Possible Recovery

The risk of prolonged litigation balanced against the success gained for the Class is likely the "most important" consideration for the Court. *Bachman*, 344 S.W.3d at 266. Class Counsel and the Class Representative believe the claims asserted in this action are strong and meritorious. Stranch Decl. ¶ 9. But they also recognize the substantial risks that exist if litigation continues. Defendant has aggressively maintained its position denying the allegations and any liability. Although Class Counsel and Class Representatives disagree with Defendant's view, they remain mindful of the inherent problems associated with litigating novel cases, the technical challenges of this type of litigation, and the possible defenses to the claims asserted here. *Id*. Although plaintiffs around the country have often survived motions to dismiss in online tracking cases, sometimes referred to as pixel cases, winning class certification and an eventual jury verdict is far from certain.

Plaintiff also recognizes the difficulties in establishing liability on a classwide basis through summary judgment or even at trial and in achieving a result better than that offered by the Settlement proposed here. And to get to that point could be years in the future

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because, although summary adjudication might have been able to narrow some of the legal questions, it is highly likely that a jury would have to decide many of the questions presented here, including the amount of damages.

In contrast with the risks and length of prolonged litigation, the benefits of the Settlement are certain and immediate. Stranch Decl. ¶ 5. Settlement Class Members will be entitled to cash payments for the alleged privacy violation and enrollment in CyEx's Privacy Shield product to help protect their privacy moving forward. In other words, the Settlement here provides both retrospective and prospective relief. Indeed, the $31.50 cash payment made available to Class Members here favors well in relation to the recent trial against Google LLC, in which a jury awarded $425.7 million in compensation for 100 million Google users in a similar privacy class action—just more than $4 per person. *Rodriguez v. Google LLC*, No. 3:20-cv-04688 (N.D. Cal.), at Dkt. 670. Thus, the risk of prolonged litigation balanced with the benefits made available here and the range of possible recovery strongly favors final approval.

5. <u>The reactions of the Settlement Class support final approval and the Court should reject any objections.</u>

Courts may find a settlement to be fair, adequate, and reasonable even when a reasonable number of class members object to the settlement. *See Ring v. Metro. St. Louis Sewer Dist.*, 41 S.W.3d 487, 494 (Mo. Ct. App. 2000) (issuing final approval where "[o]nly eleven class members in total objected to the settlement agreement and only five corporations and three individuals then appealed the approval of the settlement agreement"). Here, the deadline to request exclusion from the settlement or to object the

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settlement was October 27, 2025. Azari Decl. ¶ 31. Only thirty-two Settlement Class Members opted out, and only two Settlement Class Member submitted timely objections—with three additional untimely objections. *Id.* ¶ 34; Exhibit C. As so few members have opted out or objected, the reaction of the Settlement Class has been significantly positive, so this factor also favors final approval. Moreover, as noted below, the Court should overrule the objections. Settlements are inherently compromises, so it not surprising that some individuals may believe the compensation is not enough, while others think it is too much. *Pickett v. Holland Am. Line-Westours, Inc.*, 35 P.3d 351, 362 (Wash. 2001) (finding a "de minimus level of objection" where there were less than 50 objections to the proposed settlement for a proposed class of more than 750,000 members); *Deien v. Seattle City Light*, 527 P.3d 102, 110 (Wash. App. 2023) ("[E]nsuring that 'every party is content is with the settlement' would be an intrusion by the trial court on the private agreement that would 'contravene the very nature of consensual settlement.'" (*quoting Picket* 35 P.3d at 356)).

i. The Court Should Overrule the Flaiz and Coxhead's Objections

Class Members Liliana Flaiz's ("Objector Flaiz") and Emma Coxhead's ("Objector Coxhead") objections to the Final Approval of the Settlement Agreement argue that the compensation is inadequate.[3] *See generally*, Exhibit C. These are the two timely objections. Specifically, they argue that the Settlement Agreement is inadequate because it offers $31.50 compensation. Objector Coxhead also contends that CyEx's Privacy Shield benefit somehow "places the burden on victims rather than the responsible entity" and generally

[3] Class Member Bernard Coxhead also filed a late objection that is identical to Emma Coxhead's objection. The Court need not consider this objection to be valid because it was not submitted on time. Nevertheless, it is identical to the objection filed by Ms. Coxhead in substance and form.

argues that this Settlement should include the level of credit monitoring services available in data breach settlements. *Id*.

The Court should overrule these objections. First, though Objector Coxhead is correct that data breach settlements often provide additional credit monitoring services, the allegations presented here are based on unauthorized disclosure to companies like Meta. That is different than data breach cases in which third-party cybercriminals have stolen personal information for the purpose of identity theft and fraud. Those cases are similar in that they also implicate consumer privacy concerns, but they are different in the type of quantum of prospective relief that is necessary. Second, though the Settlement represents a compromise—as all settlements do—the cash payment here is highly reasonable. If this case were to go to trial, it is unknown how much relief a jury would award. Indeed, in the recent case against Google LLC, a jury awarded a common fund amounting to just over $4 per person. *Rodriguez v. Google LLC*, No. 3:20-cv-04688 (N.D. Cal.), at Dkt. 670; *see also In re Equifax Inc. Customer Data Sec. Breach Litig.*, 999 F.3d 1247, 1274 (11th Cir. 2021) ("While Mr. Cochran might wish for longer credit monitoring and identity theft restoration services, such quibbling with a settlement's terms is not a part of an abuse of discretion review.") (citing *Cotton v. Hinton*, 559 F.2d 1326, 1330 (5th Cir. 1977) (trial judge "should be hesitant to substitute its own judgment for that of counsel"). Thus, the Settlement benefits made available here are a good deal for the Class, and the Court should overrule these objections.

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ii. The Court Should Overrule the Untimely Bahls Objection

On the far end of the spectrum, Class Member Timothy C. Bahls's ("Objector Bahls") submitted an untimely objection because he apparently disagrees with Plaintiff's view of the merits of this action—or just does not believe Defendant should have to redress the alleged harms. *See generally*, Exhibit C. Specifically, he concedes that Defendant may have been "a bit careless" and that its actions may have created "theoretical privacy concerns," but he nonetheless believes Defendant should be let off the hook. *See* Exhibit C. That is not a valid basis to object, though it is certain a reason a person may choose to opt out. Moreover, Objector Bahls contends that online tracking technology is ubiquitously used, so people should expect to have their private information collected and used for targeted advertising. But the suit here does not challenge the general use of online tracking technologies. Rather, it challenges the use of such technologies in a manner that sends personally identifiable information or protected health information to unauthorized third parties. Thus, though the Court need not consider this untimely objection in the first instance, it nevertheless provides no persuasive basis to prevent final approval.

iii. The Court Should Overrule the Untimely Burkett Objection

Class Member Kelly Burkett ("Objector Burkett") did not include a reason for her untimely objection, except a general statement that she received the Postcard too late. She also asks the Court to appoint her an attorney, which the Court should not do. The Missouri Supreme Court has held that courts lack inherent power to compel attorneys to serve in civil cases. *See, e.g.*, *State ex rel. Scott v. Roper*, 688 S.W.2d 757, 769 (Mo. 1985) ("The courts of this state have no inherent power to appoint or compel attorneys to serve in civil

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actions without compensation."). As to Objector Burkett's argument regarding notice, Class Counsel is willing to consider Ms. Burkett an opt out if she wishes, but she still has until November 25, 2025, to submit a claim. Thus, the Court should likewise overrule her objection.

6. Class Counsel Believe the Settlement is in the Best Interests of the Class

Lastly, Class Counsel are highly experienced in this area of consumer privacy litigation and strongly believe in the quality of the Settlement proposed here. Stranch Decl. ¶¶ 4, 5, 9. Class Counsel has litigated numerous such cases around the country, and the Settlement here favors well in comparison. *Id.* This factor also favors final approval.

VI. The Notice Program was Appropriate and Satisfied Due Process

The notice program offered the best notice practicable in compliance with Rule 52.08. The notice program provides for robust direct notice to Settlement Class Members via email notice and via U.S. Postal Service first class mail for all those without a valid email or for whom the email notice was not effective, as well as the creation of a website containing important information about the Settlement. S.A. ¶ 4.1(b)–(c). Moreover, the notice program, described in Section III *supra*, resulted in an approximately 99% notice reach. Azari Decl. ¶ 30. Furthermore, the notice materials were written in plain language that can be easily understood. *See id.* Exs. 2–5. These materials make clear Class Members' rights to file claims, to opt out, or to object to the Settlement. The Court should, therefore, hold that the notice program complies with due process and the Missouri Rules of Civil Procedure.

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VII. The Court Should Affirm its Appointment of Class Counsel and Class Representatives

The Court appointed Class Representatives and Class Counsel as part of its order granting preliminary approval. Plaintiff asks that the Court now affirm its appointment of Class Counsel and Class Representatives pursuant to the Parties' agreement. S.A. ¶¶ 1.6–1.7. Class Counsel's efforts in this case have resulted in significant benefits to the Class that could only have been achieved through the class mechanism because of the massive size of the Class. Moreover, each firm has significant experience and expertise in privacy class action litigation and has and continues to litigate numerous online tracking technology actions across the country and hundreds more data breach cases. Stranch Decl. ¶ 4. Moreover, Plaintiffs Jane Doe and John Doe as Class Representatives adequately represented the Class. They came forward to enable this suit and the more than a million Class Members would not have received the benefits of the Settlement without their service. *Id.* ¶ 8. Thus, the Court should affirm its appointment of Class Counsel and Class Representatives.

VIII. Conclusion

For these reasons, Plaintiff respectfully requests that the Court enter an order (1) affirming its certification of the Class for the purpose of Settlement only; (2) finally approving the Settlement as fair, reasonable, and adequate; (3) holding that the notice program implemented by the Settlement Administrator was appropriate and in accordance with due process; (4) affirming its appointment of Class Representatives; and (5) affirming its appointment of Class Counsel.

Date: November 7, 2025

Respectfully Submitted,

/s/ John F. Garvey
John F. Garvey #35879(MO)
Colleen Garvey #72809(MO)
Ellen A. Thomas #73043(MO)
STRANCH, JENNINGS & GARVEY, PLLC
701 Market Street, Suite 1510
St. Louis, MO 63101
Tel: (314) 390-6750
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Foster C. Johnson
Justin Kenney
Kyle Poelker #65586
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1221 McKinney Street, Suite 3460
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kpoelker@azalaw.com

Samuel J. Strauss
Raina C. Borrelli
STRAUSS BORRELLI PLLC
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980 N Michigan Avenue, Suite 1610
Chicago, IL 60611
sam@straussborrelli.com
raina@straussborrelli.com

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Gary M. Klinger
MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC
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Chicago, IL 60606
Tel: (866) 252-0878
gklinger@milberg.com

Bryan L. Bleichner
CHESTNUT CAMBRONNE PA
100 Washington Ave. South, Suite 1700
Minneapolis, MN 55401
Tel: (612) 339-7300
bbleichner@chestnutcambronne.com
pkrzeski@chestnutcambronne.com

Tiffany Marko Yiatras, #58197(MO)
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Ellisville, MO 63011-2029
Tel: (314) 541-0317
tiffany@consumerprotectionlegal.com

Terence R. Coates
Dylan J. Gould
MARKOVITS, STOCK & DEMARCO, LLC
119 E. Court St., Ste. 530
Cincinnati, OH 4502
Tel: (513) 651-3700
tcoates@msdlegal.com
dgould@msdlegal.com

Joseph M. Lyon
The Lyon Law Firm
2754 Erie Avenue
Cincinnati, OH 45208
Tel: (513) 381-2333
jlyon@thelyonfirm.com

Attorneys for Plaintiff and the Proposed Class

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CERTIFICATE OF SERVICE

I certify that a copy of this document was filed electronically on November 7, 2025. Notice of this filing will be sent to counsel of record by operation of the Court's electronic filing system.

/s/ John F. Garvey
John F. Garvey #35879(MO)

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EXHIBIT C

Objection Letter

Liliana Flaiz
1112 Weidman Rd
Chesterfield, MO 63017

September 29, 2025 / 29 de septiembre de 2025

SSM Settlement
c/o Settlement Administrator
P.O. Box 3679
Portland, OR 97208-3679

Re: Objection to Settlement in Jane Doe v. SSM Health Care Corporation, Case No. 2222-CC10014-01

I, Liliana Flaiz, hereby formally object to the proposed settlement in this case.

My reasons are as follows:
1. I believe that the $31.50 compensation offered to each Class Member is wholly inadequate and does not reflect the seriousness of disclosing personal and confidential medical information without consent.
2. The disclosure of sensitive medical data can have severe consequences, including risks of identity theft, employment or insurance discrimination, and emotional harm to affected patients.
3. The settlement appears to benefit the attorneys with multi-million-dollar fees, while the patients — the actual victims — receive only a minimal payout.
4. Health privacy is a fundamental right, and much stronger data security and protection measures must be established to prevent such incidents from happening again. A token payment of $31.50 does not ensure justice or future prevention.

For these reasons, I respectfully request that the Court consider the inadequacy of the compensation and the urgent need for stronger safeguards for affected patients.

Sincerely,

Signature
Liliana Flaiz

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Rte/ Liliana Flaiz
1112 Weidman Rd
Chesterfield MO 63017
USA

SAINT LOUIS MO 630
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97208

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SSM Settlement
c/o Settlement Administrator
P.O. Box. 3679
Portland, OR 97208-3679
USA.

97208-367979

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E PAID

.D, MO 63017

1-63

CERTIFIED MAIL®

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

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IN THE CIRCUIT COURT OF THE CITY OF ST. LOUIS, MISSOURI

JOHN DOE v. SSM HEALTH CARE CORPORATION d/b/a SSM HEALTH, et al.

Case No. 2222-CC10014-01
Unique ID: 6692U4XEC7 **PIN:** 7012
Final Approval Hearing: November 21, 2025 – 9:00 A.M.
Settlement Website: SSMHealthDataSettlement.com

FORMAL OBJECTION TO PROPOSED CLASS ACTION SETTLEMENT

Filed October 25, 2025

Submitted By:
EMMA m. COXHEAD
809 Liberty Drive
Deforest. WI 53532
608 335 1161
ecoxheadd@tds.net

I. INTRODUCTION

I, Emma M. Coxhead , am a confirmed member of the settlement class in this matter as evidenced by the official postcard notice I received containing my Unique ID 6692U4XEC7 and PIN 7012. Pursuant to the notice and the requirements of **Missouri Supreme Court Rule 52.08(e)**, I respectfully submit this formal written objection to the proposed class settlement in *John Doe v. SSM Health Care Corporation d/b/a SSM Health, et al.*, Case No. 2222-CC10014-01.

This objection is timely and in good faith. I request that the Court evaluate the fairness, reasonableness, and adequacy of the proposed settlement in accordance with **Rule 52.08(e)** and by analogy to **Federal Rule of Civil Procedure 23(e)(2)**, which Missouri courts regularly apply for guidance.

II. SUMMARY OF THE PROPOSED SETTLEMENT

The class notice indicates the settlement provides each eligible member with:

- **A one-time cash payment of $31.50**, and
- **One (1) year of CYEX Privacy Shield Protection.**

The Court has appointed **Cohen & Malad LLP**, **Stranch, Jennings & Garvey PLLC**, **Milberg Coleman Bryson Phillips Grossman PLLC**, and **Ahmad, Zavitsanos & Mensing PLLC** as Class Counsel.

III. BASIS FOR OBJECTION

A. Gross Inadequacy of Monetary Relief

The proposed $31.50 payment is disproportionate to the harm caused by the exposure of Protected Health Information (PHI). Individuals whose medical and personal identifiers were compromised must spend dozens to hundreds of hours monitoring records and remediating issues—an uncompensated burden far exceeding this nominal payment.

B. Insufficient and Ineffective "Privacy Protection" Remedy

The one-year CYEX Privacy Shield places the burden of security on victims rather than the responsible entity. Once data is on the dark web, it cannot be removed; monitoring alone is not a remedy. Comparable health-data settlements provide two to two-to-three years of multi-bureau monitoring.

C. Failure to Reflect Actual Loss and Continuing Risk

This settlement ignores both **intangible harms** (loss of privacy, anxiety, reputational injury) and **tangible future losses**. Under **Rule 52.08(e)(2)(C)** and **Fed. R. Civ. P. 23(e)(2)(C)**, courts must consider "the relief provided for the class" in light of "costs, risks, and delay." Here, the relief is clearly inadequate.

IV. COMPARATIVE PRECEDENT DEMONSTRATING INADEQUACY

Courts have intervened where class-action settlements offered trivial compensation for serious data breaches.

1. In re 23andMe Data Breach Litigation (2023–2025)

Following exposure of genetic and health data for 6.4 million users, the initial $30 million proposal was increased to **$50 million** after judicial scrutiny (*Reuters*, Sept. 5 2025). Health data was held to require premium valuation. The SSM Health breach warrants similar treatment.

2. In re AT&T Data Breach Class Action (2024)

AT&T's 2024 settlement created a **$177 million fund**, providing up to **$5,000 per person** for losses (*ClassAction.org*, Sept. 2024). Courts recognized that minimal payments could not cover real consumer costs. By contrast, $31.50 is token relief.

3. Lane v. Facebook, Inc., 696 F.3d 811 (9th Cir. 2012)

The *Beacon* privacy-tracking settlement distributed negligible per-user benefits and has been widely criticized as a *de minimis* resolution. Missouri courts should avoid approving settlements that mirror *Lane*'s deficiencies.

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D. Comparative Summary

Case	Class Size	Data Type	Settlement Value	Outcome
23andMe Data Breach (2023–25)	≈ 6.4 M	Genetic / Health	\$30 M → \$50 M	Increased 70% after objections
AT&T Data Breach (2024)	30 M +	PII & Account Info	\$177 M fund	Up to \$5,000 per claimant
Lane v. Facebook (2012)	Millions	Behavioral Data	\$9.5 M fund	Criticized as inadequate

These precedents show that courts often **enhance settlement structures** when per-member payments fail to meet Rule 52.08(e)'s fairness test.

V. REQUEST FOR RELIEF

I respectfully request that the Court:

1. **Reject** or withhold approval of the current settlement; or
2. Require the parties to:
   a. Increase per-member compensation to reflect realistic monitoring and time costs; and/or
   b. Extend identity-protection coverage to **no less than three years**; and / or
   c. Provide a supplemental **privacy-invasion payment** recognizing intangible harm.

VI. CONCLUSION

Under **Rule 52.08(e)** and **Fed. R. Civ. P. 23(e)(2)**, the proposed settlement is not fair, reasonable, or adequate. I therefore object to its approval in its current form and urge the Court to require revision to ensure equitable relief for class members.

VII. PROPOSED FAIR AND ADEQUATE RELIEF

While recognizing the practical constraints of class litigation, I respectfully submit that a fair and reasonable settlement should provide compensation that meaningfully reflects the time, cost, and risk imposed on class members. Based on comparable health data breach settlements, a fair structure would include:

1. **A minimum cash payment of \$300 to \$500 per class member**, representing five to ten hours of time commonly expended to monitor and repair identity issues;
2. **Three (3) years of comprehensive credit and identity-protection coverage** from all three major credit bureaus, including identity-restoration services; and
3. **Eligibility for additional reimbursement up to \$5,000** for documented out-of-pocket expenses or extraordinary losses directly traceable to the breach.

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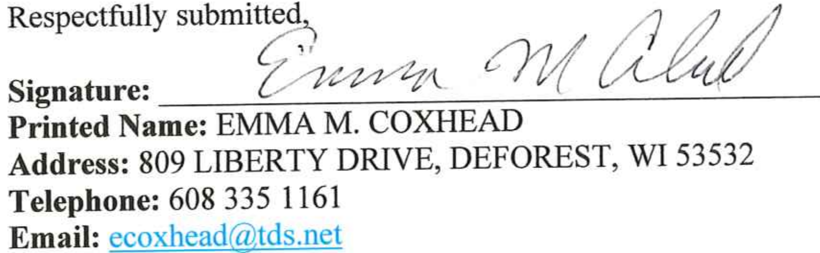
This level of relief would align the SSM Health settlement with national norms and satisfy the fairness criteria of **Rule 52.08(e)** by providing compensation proportionate to the magnitude of the privacy violation and the long-term burden on victims.

Respectfully submitted,



Signature: ______________________________
Printed Name: EMMA M. COXHEAD
Address: 809 LIBERTY DRIVE, DEFOREST, WI 53532
Telephone: 608 335 1161
Email: ecoxhead@tds.net

Date: October 25, 2025

CERTIFICATE OF SERVICE

I hereby certify that on October 25, 2025, a true and correct copy of this Objection was served via First Class U.S. Mail to each of the following:

Court / Clerk of Court

Clerk's Office – St. Louis Circuit Court (22nd Judicial Circuit)
Clyde S. Cahill Courts Building
10 N. Tucker Blvd.
St. Louis, MO 63101
(Judge name to be confirmed with Clerk's Office.)

Settlement Administrator

SSM Settlement – c/o Settlement Administrator (Epiq)
P.O. Box 3679
Portland, OR 97208-3679
Email: info@SSMHealthDataSettlement.com

Court-Appointed Class Counsel

Lynn A. Toops • Amina A. Thomas
Cohen & Malad, LLP
One Indiana Square, Suite 1400
Indianapolis, IN 46204

J. Gerard Stranch IV • Andrew E. Mize
Stranch, Jennings & Garvey, PLLC
The Freedom Center, 223 Rosa L. Parks Ave., Suite 200
Nashville, TN 37203

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Gary Klinger
Milberg Coleman Bryson Phillips Grossman, PLLC
227 W. Monroe St., Suite 2100
Chicago, IL 60606

Foster Johnson
Ahmad, Zavitsanos & Mensing, PLLC (AZA)
1221 McKinney, Suite 2500
Houston, TX 77010

Defendant's Counsel

Adam Simon
Dowd Bennett LLP
7676 Forsyth Blvd., Suite 1900
St. Louis, MO 63105

David Carney
BakerHostetler LLP
127 Public Square, Suite 2000
Cleveland, OH 44114-1214
Email: dcarney@bakerlaw.com

(Signature)

EMMA , COXHEAD, October 25, 2025

☑ **Mailing** Included a photocopy of your class-member postcard showing your Unique ID and PIN.

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This copy is for the Settlement Administrator

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To the St. Louis Circuit Court,

I object to the settlement in Jane Doe v. SSM Health Care Corporation d/b/a SSM Health, Case No. 2222-CC10014-01, pending in the Circuit Court for the City of St. Louis, State of Missouri.

1. My name is Timothy C. Bahls. I live at 1195 Observatory Hill Rd, Belleville, WI.
2. My family and I have been patients at SSM Health. I am part of the Settlement Class because I logged into my SSM Health MyChart account between July 6, 2020, and February 10, 2023.
3. SSM Health has provided care and protection for my family, including safely delivering my daughter. They offer, as a service to patients, access to their own medical records via an online portal made by my employer, Epic.
   I am a software developer with professional web development experience. I can vouch that using tracking technologies is an industry standard and completely normal. This can inform companies about the efficacy of campaigns, understand site usage, and focus development efforts among other bona fide benefits. As a rule, by using the internet, I expect that my actions will be tallied and converted to data. I can also vouch that tracking companies get a huge amount of data and would have little or no interest in the exact composition of individual data points. Your data will be used to serve you targeted ads, but they are not trying to steal your identity. While it was an oversight to include tracking inside the health record itself, and while there are theoretical privacy concerns, it is not surprising or shocking or a realistic privacy risk. SSM's developers were a bit careless, not criminally negligent.
   I visit many websites and assume most use tracking software. I have not been harmed by SSM's technology slip—we've had no issues with identity theft in the years since. What's more I do not believe any member of my class has been harmed in the least. As in Popa v. Microsoft (and also Jones v. Bloomingdales.com), the suit brings only a vague allegation of harm rather than concrete evidence of any damage whatsoever. The claim that I and my class have suffered "widespread injury and damages" as claimed in the class action petition is ludicrous.
4. I do not have an attorney representing me, assisting me, or benefiting from my objection. My objection is my own and is not written in consultation with my employer.
5. I do not plan to testify in person.
6. I have not objected to any class actions settlements in the past three years.

I do not want $31.50. I want a financially solvent healthcare organization in my community that continues to offer high-quality services. As an informed member of the class, I humbly request that the court deny the settlement, then summarily reject the class petition.

Sincerely,

[signature]

Timothy C. Bahls

10/26/2025
Date

Timothy Bahls
1195 Observatory Hill Rd.
Belleville, WI 53508

MILWAUKEE WI 530

28 OCT 2025 PM 4 L

SSM Health Data Settlement
Settlement Administrator
P.O. Box 3679
Portland, OR 97208-3679

97208-367979

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10/25/25

Notice of Class Action Settlement:
Case # 2222-CC10014-01
I Kelly Burkett choose to object to the settlement amount of $31.50! I wish to have the court appointed attorneys represent me in this case.
I will be in touch with appointed lawfirm.

Sincerely,
Kelly Burkett A77CF796FE

I recieved this postcard on 10/25/25 with only 1 day to respond. Not acceptable!!!

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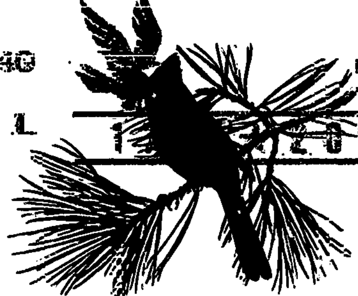
Kelly Burkett
3314 E 59th St
Kansas City. Mo.
64130



Mailed at post office
drop box 10/26/25

SSM Health Settlement
Settlement Administrator
P.O. Box 3679
Portland, Or.
97208-3679

97208-357979

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IN THE CIRCUIT COURT OF THE CITY OF ST. LOUIS, MISSOURI

JOHN DOE v. SSM HEALTH CARE CORPORATION d/b/a SSM HEALTH, et al.

Case No. 2222-CC10014-01
Unique ID: 797676CD2T PIN: 1005
Final Approval Hearing: November 21, 2025 – 9:00 A.M.
Settlement Website: SSMHealthDataSettlement.com

FORMAL OBJECTION TO PROPOSED CLASS ACTION SETTLEMENT

Filed October 25, 2025

Submitted By:
BERNARD L. COXHEAD
809 Liberty Drive
Deforest. WI 53532
608 335 1160
Becoxheadd@tds.net

I. INTRODUCTION

I, Bernard L. Coxhead , am a confirmed member of the settlement class in this matter as evidenced by the official postcard notice I received containing my Unique ID 797676CD2T and PIN 1005. Pursuant to the notice and the requirements of **Missouri Supreme Court Rule 52.08(e),** I respectfully submit this formal written objection to the proposed class settlement in *John Doe v. SSM Health Care Corporation d/b/a SSM Health, et al.*, Case No. 2222-CC10014-01.

This objection is timely and in good faith. I request that the Court evaluate the fairness, reasonableness, and adequacy of the proposed settlement in accordance with **Rule 52.08(e)** and by analogy to **Federal Rule of Civil Procedure 23(e)(2),** which Missouri courts regularly apply for guidance.

II. SUMMARY OF THE PROPOSED SETTLEMENT

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The Court has appointed **Cohen & Malad LLP, Stranch, Jennings & Garvey PLLC, Milberg Coleman Bryson Phillips Grossman PLLC**, and **Ahmad, Zavitsanos & Mensing PLLC** as Class Counsel.

III. BASIS FOR OBJECTION

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The *Beacon* privacy-tracking settlement distributed negligible per-user benefits and has been widely criticized as a *de minimis* resolution. Missouri courts should avoid approving settlements that mirror *Lane*'s deficiencies.

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Case	Class Size	Data Type	Settlement Value	Outcome
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These precedents show that courts often **enhance settlement structures** when per-member payments fail to meet Rule 52.08(e)'s fairness test.

V. REQUEST FOR RELIEF

I respectfully request that the Court:

1. **Reject** or withhold approval of the current settlement; or
2. Require the parties to:
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VI. CONCLUSION

Under **Rule 52.08(e)** and **Fed. R. Civ. P. 23(e)(2)**, the proposed settlement is not fair, reasonable, or adequate. I therefore object to its approval in its current form and urge the Court to require revision to ensure equitable relief for class members.

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2. **Three (3) years of comprehensive credit and identity-protection coverage** from all three major credit bureaus, including identity-restoration services; and
3. **Eligibility for additional reimbursement up to $5,000** for documented out-of-pocket expenses or extraordinary losses directly traceable to the breach.

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This level of relief would align the SSM Health settlement with national norms and satisfy the fairness criteria of **Rule 52.08(e)** by providing compensation proportionate to the magnitude of the privacy violation and the long-term burden on victims.

Respectfully submitted,

Signature:
Printed Name: Bernard L Coxhead
Address: 809 LIBERTY DRIVE, DEFOREST, WI 53532
Telephone: 608 335 1160
Email: becoxhead@tds.net

Date: October 25, 2025

CERTIFICATE OF SERVICE

I hereby certify that on October 31, 2025, a true and correct copy of this Objection was served via First Class U.S. Mail to each of the following:

Court / Clerk of Court

Clerk's Office – St. Louis Circuit Court (22nd Judicial Circuit)
Clyde S. Cahill Courts Building
10 N. Tucker Blvd.
St. Louis, MO 63101
(Judge name to be confirmed with Clerk's Office.)

Settlement Administrator

SSM Settlement – c/o Settlement Administrator (Epiq)
P.O. Box 3679
Portland, OR 97208-3679
Email: info@SSMHealthDataSettlement.com

Court-Appointed Class Counsel

Lynn A. Toops • Amina A. Thomas
Cohen & Malad, LLP
One Indiana Square, Suite 1400
Indianapolis, IN 46204

J. Gerard Stranch IV • Andrew E. Mize
Stranch, Jennings & Garvey, PLLC
The Freedom Center, 223 Rosa L. Parks Ave., Suite 200
Nashville, TN 37203

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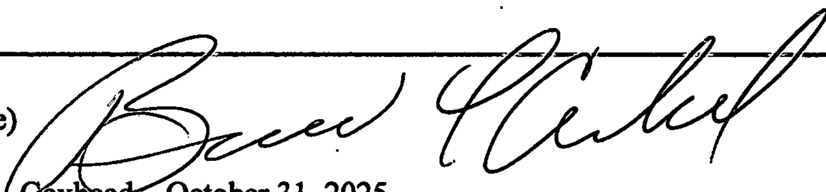
Gary Klinger
Milberg Coleman Bryson Phillips Grossman, PLLC
227 W. Monroe St., Suite 2100
Chicago, IL 60606

Foster Johnson
Ahmad, Zavitsanos & Mensing, PLLC (AZA)
1221 McKinney, Suite 2500
Houston, TX 77010

Defendant's Counsel

Adam Simon
Dowd Bennett LLP
7676 Forsyth Blvd., Suite 1900
St. Louis, MO 63105

David Carney
BakerHostetler LLP
127 Public Square, Suite 2000
Cleveland, OH 44114-1214
Email: dcarney@bakerlaw.com



(Signature)

Bernard L Coxhead October 31, 2025

☑ **Mailing** included a photocopy of your class-member postcard showing your Unique ID and PIN.

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Electronically Filed - CITY OF ST. LOUIS - November 07, 2025 - 03:07 PM

bcoxhead@tds.net

From:	bcoxhead@tds.net
Sent:	Friday, September 26, 2025 3:17 PM
To:	'SSM Health Data Settlement'
Subject:	RE: Legal Notice of Class Action Settlement

I checked my wife's email and she did not receive a claim form while she also had a My Chart at this time: Here email is Ecoxhead@tds.net Her Name is Emma Coxheadd

From: SSM Health Data Settlement <ssmhealthdatasettlement@e.epiqnotice.com>
Sent: Friday, September 26, 2025 2:40 PM
To: bcoxhead@tds.net
Subject: Legal Notice of Class Action Settlement

Name	Unique ID	PIN	PrivacyCode
BERNARD L COXHEAD	797676CD2T	1005	SHZN-U5MV-FDA5-EK2P

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
Jane Doe v. SSM Health Care Corporation d/b/a SSM Health, Case No. 2222-CC10014-01
Circuit Court of the City of St. Louis, State of Missouri

Our Records Indicate You May Be Entitled to a $31.50 Payment from a Class Action Settlement.

A court authorized this notice. You are not being sued. This is not a solicitation from a lawyer.

This notice is to inform you that a settlement has been reached in a class action lawsuit claiming that SSM Health Care Corporation d/b/a SSM Health disclosed confidential personally identifiable information ("PII") and/or protected health information ("PHI") (collectively referred to as "Private Information") to third-party technologies without patient consent. In particular, Plaintiff alleges that for users who logged into the SSM Health MyChart patient portal between July 6, 2020, and February 10, 2023, tracking technologies on the portal website disclosed PHI, including their status as patients, their physicians, their medical treatments, the hospitals they visited, and their personal identities, to third-party tracking technology vendors. SSM firmly denies all of Plaintiff's claims in the lawsuits and maintains that it did nothing wrong but has agreed to the settlement to avoid the expense, burden, and uncertainties associated with the litigation.

Am I a Class Member? Our records indicate you may be a Class Member. Class Members are all natural persons who are, or were, patients of Defendant SSM Health and logged into the SSM Health MyChart patient portal between July 6, 2020, and February 10, 2023.

Mr. Bernard Coxhead
809 Liberty Dr.
Deforest WI 53532

MILWAUKEE WI

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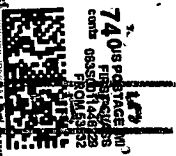

Settlement Administrator

SSM Settlement – c/o Settlement Administrator (Epiq)
P.O. Box 3679
Portland, OR 97208-3679
Email: info@SSMHealthDataSettlement.com

97208-367979

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