

**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

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**CLASS ACTION SETTLEMENT AGREEMENT**

This Agreement (“Agreement” or “Settlement Agreement”) is entered into by and among: (i) Plaintiff and settlement class representative Jane Doe and settlement class representative John Doe (“Settlement Class Representatives”); (ii) the Settlement Class (as defined herein); and (iii) Defendant SSM Health Care Corporation d/b/a SSM Health (“Defendant” or “SSM Health”). The Settlement Class and Settlement Class Representatives are collectively referred to as the “Plaintiffs” unless otherwise noted. The Plaintiffs and the Defendant are collectively referred to herein as the “Parties.”

This Agreement is intended by the Parties to fully, finally and forever resolve, discharge, and settle the Released Claims (as defined herein), upon and subject to the terms and conditions of this Agreement, and subject to the final approval of the Court.

**RECITALS**

A. This class action was originally filed by Plaintiff John Doe against Defendant SSM Health Care Corporation d/b/a SSM Health on December 5, 2022, in the St. Louis Circuit Court, Case No. 2222-CC10014 (the “Missouri Case” or the “Litigation”). The case was removed to

federal court on January 6, 2023, and eventually remanded back to state court. After considerable motion practice and consolidation, Plaintiff Jane Doe joined this case and is presently the sole Plaintiff. The material allegations of the operative Complaint in this matter, the Second Amended Class Action Petition, center on SSM Health's alleged disclosure of its patients' personally identifiable information to Meta, formerly known as Facebook, and other third-party technologies without permission. Jane Doe asserted claims against SSM Health for: (1) Tampering with Computer Data in Violation of Mo. Rev. Stat. §§ 569.095 & 537.525; (2) Breach of Fiduciary Duty of Confidentiality; (3) Unjust Enrichment/Quasi-Contract; (4) Invasion of Privacy—Unreasonable Intrusion upon the Seclusion of Another; (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. On June 6, 2024, the Court denied SSM Health's Motion to Dismiss as to Count 7 on the Wiretap Act claim, and on October 18, 2024, following the filing of the Second Amended Petition, SSM Health filed an answer and affirmative defenses.

**B.** On April 3, 2024, while this case remained pending, Plaintiff John Doe sued Physician Services Corporation of Southern Illinois, Inc. d/b/a SSM Health Medical Group (PSC of Southern Illinois), an affiliate entity of defendant SSM Health, in the Twentieth Judicial Circuit Court for St. Clair County, Illinois, Case No. 24-LA-0486 (the "Illinois Case," and, collectively with the Missouri case, the "Actions"). The material allegations of the Complaint in the Illinois case center upon the same issues and conduct as the Missouri Case. John Doe brought counts for (1) Negligence; (2) Invasion of Privacy — Intrusion Upon Seclusion; (3) Breach of Implied Contract; (4) Unjust Enrichment; (5) Breach of Fiduciary Duty; and (6) Violation of the Illinois Consumer Fraud and Deceptive Practices Act, 815 Ill. Comp. Stat. § 505/1, *et seq.* PSC of Southern Illinois filed an answer and affirmative defenses. The Parties have filed a Motion to Stay this matter, which motion has now been granted by the Court.

**C.** The Parties engaged in substantial discovery and motion practice in the Missouri case, both in federal and in state court. The class certification discovery included negotiating over custodians for an electronic document production, reviewing and collecting all relevant emails and policy documents, and culminated with Plaintiffs taking two days of corporate representative depositions in St. Louis in October 2024 of SSM Health witnesses. These depositions included written and oral testimony regarding issues such as the size and scope of the putative class, and certain facts related to the strength of Defendant's defenses. Following this discovery, Plaintiffs in the Missouri case moved for class certification in January 2025. SSM Health in turn moved for summary judgment on the Plaintiffs' claims under the Missouri Wiretap Act in March 2025.

**D.** In the midst of this discovery and motion practice, the Parties also engaged in settlement discussions. The Parties initially held a mediation in February 2024 which was not successful. In April 2025, the Parties then agreed to participate in a private mediation with Bennett G. Picker, Esq., of Stradley Ronon in Philadelphia.

**E.** The mediation took place via Zoom on April 17, 2025. At the end of the mediation the Parties had not yet reached agreement, but continued settlement talks over a period of two and a half months. On July 8, 2025, the Parties eventually reached agreement on all material terms of a class action settlement resolving both the Missouri Case and the Illinois Case on a nationwide class basis.

**F.** SSM Health denies any wrongdoing whatsoever and disputes that SSM Health committed, or threatened or attempted to commit, any wrongful act, omission, or violation of law or duty alleged in the Actions and believes SSM Health would have prevailed at summary judgment and/or trial. Nonetheless, taking into account the uncertainty, risks, and expense inherent in any litigation, SSM Health has concluded that it is desirable the Actions be fully and finally settled and terminated in the manner and upon the terms and conditions set forth in this Agreement.

This Agreement is a compromise, and the Agreement, any related documents, and any negotiations resulting in it shall not be construed as or deemed to be evidence of or an admission or concession of liability or wrongdoing on the part of Defendant, or any of the Released Parties (defined below), with respect to any claim of any fault or liability or wrongdoing or damage whatsoever.

G. Plaintiffs and Class Counsel recognize that Defendant has raised factual and legal defenses that, if successful, could prevent or limit any recovery. Plaintiffs and Class Counsel also recognize the expense and delay associated with continued prosecution of the Actions against Defendant through class certification, summary judgment, trial, and any subsequent appeals. Plaintiffs and Class Counsel have also taken into account the uncertain outcome and risks of litigation, especially in complex class actions, as well as the difficulties inherent in such litigation. Therefore, Plaintiffs believe it is desirable that the Released Claims be fully and finally compromised, settled, and resolved with prejudice. Based on their evaluation, Class Counsel have concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate to the Settlement Class, and that it is in the best interests of the Settlement Class to settle the claims raised in the Actions pursuant to the terms and provisions of this Agreement.

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED** by and among Plaintiffs, the Settlement Class, and SSM Health, by and through their undersigned counsel that, subject to final approval of the Court after a hearing or hearings as provided for in this Settlement Agreement, in consideration of the benefits flowing to the Parties from the Agreement set forth herein, that the Actions and the Released Claims shall be finally and fully compromised, settled, and released, and the Actions shall be dismissed with prejudice, upon and subject to the terms and conditions of this Agreement.

## AGREEMENT

### 1. DEFINITIONS.

As used in this Settlement Agreement, the following terms have the meanings specified below:

**1.1 “Actions”** means both *Jane Doe v. SSM Health Care Corporation d/b/a SSM Health*, Case No. 2222-CC10014-01, pending in the Circuit Court of the City of St. Louis, State of Missouri as well as *John Doe v. Physician Services Corporation of Southern Illinois, Inc. d/b/a SSM Health Medical Group*, Case No. 24LA0486, pending in the Circuit Court of St. Clair County, Illinois.

**1.2 “Approved Claim”** means a Claim Form submitted by a Settlement Class Member that is approved by the Settlement Administrator pursuant to the provisions of this Agreement.

**1.3 “Claim”** means a claim for settlement benefits made under the terms of this Settlement Agreement.

**1.4 “Claim Form”** means the document substantially in the form attached hereto as **Exhibit B**, as approved by the Court. Settlement Class Members who wish to file a Claim for a payment shall be able to submit the Claim Form in either electronic or paper format in the manner described below.

**1.5 “Claims Deadline”** means the date by which all Claim Forms must be postmarked or received to be considered timely and shall be set as a date sixty (60) days after the Notice Date. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order as well as in the Notice and the Claim Form.

**1.6 “Class Counsel”** means CohenMalad LLP; Stranch Jennings & Garvey PLLC; Milberg Coleman Bryson Phillips Grossman, PLLC; and Ahmad, Zavitsanos & Mensing, PLLC.

1.7 “**Class Representatives**” means the named Plaintiffs in the Actions, John Doe and Jane Doe.

1.8 “**Court**” means the City of St. Louis Circuit Court and the Judge presiding over the Action.

1.9 “**Defendant**” means SSM Health Care Corporation d/b/a SSM Health.

1.10 “**Defendant’s Counsel**” means BakerHostetler LLP.

1.11 “**Effective Date**” means the day after which all the events and conditions specified in Paragraph 9.1 have been met and have occurred.

1.12 “**Exclusion Deadline**” means the date by which a written request for exclusion submitted by a Person within the Settlement Class must be made, which shall be designated as a date no later than thirty (30) days after the Notice Date, or such other date as ordered by the Court.

1.13 “**Fee Award**” means the amount of attorneys’ fees and reimbursement of expenses awarded by the Court to Class Counsel, which will be paid by Defendant.

1.14 “**Final**” means one business day after the latest of the following events: (i) the date upon which the time expires for filing or noticing any appeal of the Court’s Final Judgment approving the Settlement Agreement; (ii) if there is an appeal or appeals, other than an appeal or appeals solely with respect to the Fee Award or Incentive Award, the date of completion, in a manner that finally affirms and leaves in place the Final Judgment without any material modification, of all proceedings arising out of the appeal or appeals (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or *certiorari*, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal or appeals following decisions on remand); or (iii) the date of final dismissal of any appeal or the final dismissal of any proceeding on *certiorari*. Notwithstanding the above, any order modifying or reversing any Fee Award or Incentive Award, or appeal solely thereof, made in this

case shall not affect whether the Judgment is “Final” as defined herein or any other aspect of the Judgment.

**1.15 “Final Approval Hearing”** means the hearing before the Court where the Parties will request the Final Judgment to be entered by the Court approving the Settlement Agreement, the Fee Award, and the Incentive Award to the Class Representatives. The hearing may be held remotely, and if so, access instructions will be posted on the Settlement Website.

**1.16 “Final Judgment”** means the Final Judgment and Order to be entered by the Court approving the Agreement and making such other final rulings as are contemplated by this Settlement Agreement after the Final Approval Hearing. Class Counsel shall move the Court for a Final Approval Order of this Settlement no later than fourteen (14) days prior to the date of the Final Approval Hearing. Contemporaneously with seeking Final Approval of the Settlement, Class Counsel shall cause to be filed with the Court a declaration from the Settlement Administrator with respect to the Notice program.

**1.17 “Notice”** means the notice of this proposed Class Action Settlement Agreement and Final Approval Hearing, which is to be sent to the Settlement Class substantially in the manner set forth in this Agreement, is consistent with the requirements of Due Process, Missouri Rule of Civil Procedure 52.08, and is substantially in the form of **Exhibits A, C, and D** hereto.

**1.18 “Notice Date”** means the date by which the initial Direct Notice set forth in Paragraph 4.1 has commenced, which shall be no later than thirty (30) days after Preliminary Approval.

**1.19 “Objection Deadline”** means the date by which a written objection to this Settlement Agreement must be made, which shall be designated as a date no later than thirty (30) days after the Notice Date, or such other date as ordered by the Court.

**1.20 “Person”** shall mean, without limitation, any individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and their spouses, heirs, predecessors, successors, representatives, or assigns. “Person” is not intended to include any governmental agencies or governmental actors, including, without limitation, any state Attorney General office.

**1.21 “Plaintiffs”** means the Class Representatives and the Settlement Class Members.

**1.22 “Preliminary Approval”** means the Court’s certification of the Settlement Class for settlement purposes, preliminary approval of this Settlement Agreement, and approval of the form and manner of the Notice.

**1.23 “Preliminary Approval Order”** means the order preliminarily approving the Settlement Agreement, certifying the Settlement Class for settlement purposes, and directing notice thereof to the Settlement Class, which will be agreed upon by the Parties and submitted to the Court in conjunction with Plaintiffs’ motion for preliminary approval of the Agreement.

**1.24 “Released Claims”** means any and all actual, potential, filed, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities, rights, causes of action, contract or agreements, extra contractual claims, damages, punitive, exemplary or multiplied damages, expenses, costs, attorneys’ fees, and/or obligations (including “Unknown Claims” as defined below), whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, whether based on state, federal, local, statutory, or common law or any other law, rule or regulation, against Released Parties, or any of them, arising out of any facts, transactions, events, matters occurrences, acts, disclosures, statements, representations, omissions or failures to act regarding the alleged disclosure, use, interception or transfer of information of or related to the Settlement Class

Members through use of the Meta Pixel or other tracking, analytics and/or advertising technologies, including without limitation all claims that were brought or could have been brought in the Actions by or on behalf of any and all Releasing Parties relating to, concerning, or arising out of SSM Health's alleged use of the Meta Pixel and/or any other tracking, analytics and/or advertising technologies, or the allegations, facts, or circumstances described in the Action.

**1.25 "Released Parties"** means SSM Health Care Corporation d/b/a SSM Health, and any and all of SSM Health's respective present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, licensors, licensees, associates, affiliates, employers, employees, agents, consultants, independent contractors, insurers, reinsurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, firms, trusts, and corporations. This includes, specifically, Physicians Services Corporation of Southern Illinois, Inc. d/b/a SSM Health Medical Group, which is the defendant in the Illinois case.

**1.26 "Releasing Parties"** means Plaintiffs and every Settlement Class Member who does not timely opt out of the Settlement Class, and all of their respective present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, associates, affiliates, employers, employees, agents, consultants, independent contractors, insurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, firms, trusts, and corporations.

**1.27 "Settlement Administration Expenses"** means the expenses billed by the Settlement Administrator for providing Notice, processing claims, responding to inquiries from

members of the Settlement Class, mailing checks for Approved Claims, and related services. Settlement Administration Expenses shall be paid by Defendant.

**1.28 “Settlement Administrator”** means Epiq or such other reputable administration company that has been selected by the Parties and approved by the Court to oversee the distribution of Notice, as well as the processing and payment of Approved Claims to the Settlement Class as set forth in this Agreement.

**1.29 “Settlement Class” or “Class Member”** means 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. The Parties estimate that the Settlement Class consists of approximately 1.239 million individuals. Excluded from the Settlement Class are: (1) any Judge presiding over this Action, any members of the Judges’ respective staffs, and immediate members of the Judge’s family; (2) officers and directors of the Defendant, its agents, affiliates, subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest; (3) persons who timely and validly request exclusion from and/or opt-out of the Settlement Class; (4) the legal representatives, successors or assigns of any such excluded persons; and (5) Class Counsel.

**1.30 “Settlement Class Member”** means a Person who falls within the definition of the Settlement Class as set forth above and who has not submitted a valid request for exclusion.

**1.31 “Settlement Website”** means a website, referenced in Section 4(c) below, to be established, operated, and maintained by the Settlement Administrator for purposes of providing notice and otherwise making available to the Settlement Class Members the documents, information, and online claims submission process referenced herein. The Settlement Website shall be deactivated ninety (90) days after the Effective Date.

**1.32** “United States” as used in this Settlement Agreement includes the District of Columbia and all territories.

**1.33** “Unknown Claims” means any of the Released Claims that any of the Releasing Parties does not know or suspect to exist, which, if known by him or her, might have affected his or her settlement with, and release of, the Released Parties or the Released Claims or might have affected his or her decision to agree, object or not to object to and/or participate in the Settlement. Upon the Effective Date, Plaintiffs expressly shall have, and all other Releasing Parties shall be deemed to have, and by operation of the Judgment shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of § 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Upon the Effective Date, Plaintiffs expressly shall have, and all other Releasing Parties also shall be deemed to have, and by operation of the Judgment shall have, waived any and all provisions, rights and benefits conferred by any law of any state or territory of the United States (including, without limitation, Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to § 1542 of the California Civil Code. The Releasing Parties acknowledge that they may 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 this release, but that it is their intention to finally and forever settle and release the Released Claims, notwithstanding any Unknown Claims they may have, as that term is defined in this Paragraph. The Settling Parties acknowledge, and the Releasing Parties shall be deemed by

operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

## **2. SETTLEMENT RELIEF.**

**2.1 Payments to Settlement Class Members.** SSM Health will pay or cause to be paid the following: (i) the opportunity for Settlement Class Members to enroll in one year of the CyEx Privacy Shield Pro product pursuant to Paragraph 2.3(b) below; (ii) Approved Claims for cash benefits submitted by Settlement Class Members pursuant to Paragraph 2.3(a) below; (iii) the Notice and Other Administrative Costs actually incurred by the Settlement Administrator as described in Paragraph 4 below; (iv) the Fee Award, as described in Paragraph 8.1 below; and (iv) any Incentive Award to the Plaintiffs, as may be ordered by the Court and as described in Paragraph 8.3 below.

**2.2 Schedule of Payments.** SSM Health will make payments in accordance with the following schedule:

(a) *Notice and Other Administrative Costs.* Amounts for Notice and Other Administrative Costs, to be paid within thirty (30) days of when such amounts are invoiced to SSM Health and become due and owing.

(b) *Fee Award.* An amount equal to the Fee Award as ordered by the Court, to be paid as described in Paragraph 8.1, below.

(c) *Incentive Award.* An amount equal to \$2,500.00 each, totaling \$7,500.00, to be paid to each of the Class Representatives as described in Paragraph 8.3, below.

(d) *Payment of Approved Claims.* An amount equal to \$31.50 multiplied by the number of Approved Claims, which amount is to be paid out by Epiq within 30 days after all claims are processed.

**2.3 Claims Process.** Each Settlement Class Member will be entitled to automatically receive a code for redeeming the CyEx Privacy Shield Pro product and may submit a Claim Form for a cash payment, consistent with this section and as determined by the Court.

(a) *Cash Payment.* Each Settlement Class member may submit a claim for a cash payment of \$31.50.

**2.3.a.1 Method of Payment.** Each Settlement Class Member may choose to receive his or her cash payment via check, Venmo, PayPal, or Zelle. Payment by check will be the default payment method in the event that a Settlement Class Member does not state a preferred method of payment.

**2.3.a.2 Payment Date.** Cash payments for Approved Claims will be paid thirty (30) days after the funding as set forth in Section 2.2 (d) above.

(b) *CyEx Privacy Shield Pro.* Each Settlement Class member will automatically receive a code with the Settlement Class Member notice which provides the ability to enroll in one year of CyEx Privacy Shield Pro, which includes the following features: Dark Web Monitoring, VPN In Touch, Password Scan, Private Search functionality, Password Defense, Digital Vault, and Data Broker Opt-Out services. Instructions for enrollment in the CyEx Privacy Shield Pro product will also be included.

**2.3.b.1 Enrollment.** Instructions for how to enroll in the Privacy Shield Pro product will be sent with the Settlement Class Member notice. The instructions will include the code for enrollment.

**2.4 Proof of Claim.** A maximum of one claim, submitted on a single Claim Form, may be submitted by each Settlement Class Member.

**2.5 Review of Claims.** The Settlement Administrator will be responsible for reviewing all Claim Forms to determine their validity. Each Claim Form must be: (a) submitted timely and in accordance with the directions on the Claim Form and the provisions of the Settlement Agreement; (b) fully and truthfully completed by a Settlement Class Member with all of the information requested in the Claim Form; (c) signed by the Settlement Class Member, physically or electronically. The Settlement Administrator will reject any Claim Form that does not comply in any material respect with the instructions on the Claim Form, the terms of this paragraph, the terms of Paragraphs 2.3 and 2.4, above, or is submitted after the Claims Deadline.

**2.6 Cash Benefit – Uncleared Checks.** Cashing a settlement check is a condition precedent to any Settlement Class Member’s right to receive settlement benefits. Those Settlement Class Members whose cash benefit checks are not cleared within one-hundred eighty (180) days after issuance will be ineligible to receive a cash settlement benefit and Defendant will have no further obligation to make any payment pursuant to this Settlement Agreement or otherwise to such Settlement Class members; provided, however, that within thirty (30) days thereafter the Settlement Administrator must pay an amount equal to the uncleared checks on a cy pres basis to the Cardinal Glennon Children’s Foundation.

### **3. RELEASE.**

**3.1** The obligations incurred pursuant to this Settlement Agreement shall be a full and final disposition of the Actions and any and all Released Claims, as against all Released Parties.

**3.2** Upon the Effective Date, the Releasing Parties, and each of them, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties, and each of them. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, shall, either directly, indirectly, representatively, or in any capacity, be permanently

barred and enjoined from filing, commencing, prosecuting, intervening in, or participating (as a class member or otherwise) in any lawsuit, action, or other proceeding in any jurisdiction (other than participation in the Settlement as provided herein) against any Released Party based on the Released Claims. Solely to clarify any potential ambiguity, nothing herein is intended to release any claims any governmental agency or governmental actor has against Defendant, to the extent that any such claims exist.

#### **4. NOTICE TO THE SETTLEMENT CLASS.**

**4.1** The Notice Plan shall consist of the following:

(a) *Settlement Class List.* No later than ten (10) days after Preliminary Approval, SSM Health shall produce to the Settlement Administrator an electronic list from their records that includes the names, addresses, and email addresses, to the extent available and excluding duplicates, belonging to Persons within the Settlement Class. Class Counsel's assent to this Agreement shall constitute consent on behalf of the Settlement Class to disclose this information. This electronic document shall be called the "Class List," and shall be provided to the Settlement Administrator. Class Counsel may not send advertisements, solicitations, or communications to the Settlement Class to solicit Class members to retain Class Counsel for any other matters or disputes.

(b) *Direct Notice.* In the event that the Court preliminarily approves the Settlement, no later than the Notice Date, the Settlement Administrator shall send Notice via email substantially in the form attached as Exhibit C, along with an electronic link to the Claim Form, to all Settlement Class Members for whom a valid email address is available in the Class List. In the event transmission of email notice results in any "bounce-backs," the Settlement Administrator shall, where feasible, correct any issues that may have caused the "bounce-back" to occur and make a second attempt to re-send the email notice. If the bounce-back is not cured,

the Settlement Administrator shall send notice via Postcard to the mailing address included in the Class List, if such an address is known. If more than 30% of Settlement Class Members' emails are unable to be sent or bounce back, the Parties and Settlement Administrator will confer on a process for supplemental notice.

(c) *Settlement Website.* Within thirty (30) days from entry of the Preliminary Approval Order, Notice shall be provided on a website at a URL approved by Class Counsel and SSM Health's Counsel, which shall be administered and maintained by the Settlement Administrator and shall include the ability to file Claim Forms on-line. The Notice provided on the Settlement Website shall be substantially in the form of **Exhibit D** hereto.

(d) *Contact from Class Counsel.* Class Counsel, in their capacity as counsel to Settlement Class Members, may from time to time contact Settlement Class Members to provide information about the Settlement Agreement and to answer any questions Settlement Class Members may have about the Settlement Agreement.

**4.2** The Notice shall advise the Settlement Class of their rights, including the right to be excluded from, comment upon, and/or object to the Settlement Agreement or any of its terms. The Notice shall specify that any objection to the Settlement Agreement, and any papers submitted in support of said objection, shall be considered by the Court at the Final Approval Hearing only if, on or before the Objection Deadline approved by the Court and specified in the Notice, the Person making the objection files notice of an intention to do so and at the same time (a) files copies of such papers he or she proposes to be submitted at the Final Approval Hearing with the Clerk of the Court, or alternatively, if the objection is from a Class Member represented by counsel, files any objection through the Court's electronic filing system, and (b) sends copies of such papers by mail, hand, or overnight delivery service to Class Counsel and SSM Health's counsel.

**4.3** Any Settlement Class Member who intends to object to this Agreement must present the objection in writing, which must be personally signed by the objector, and must include: (1) the objector's name and address; (2) an explanation of the basis upon which the objector claims to be a Settlement Class Member; (3) all grounds for the objection, including all citations to legal authority and evidence supporting the objection; (4) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection (the "Objecting Attorneys"); (5) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel who files an appearance with the Court in accordance with the Local Rules); and (6) a list, by case name, court, and docket number, of all other cases in which the objector and/or the Objecting Attorneys have filed an objection to any proposed class action settlement within the last three (3) years.

**4.4** This objection must be filed with the Court and must also be sent to the following attorneys at the following addresses:

For Plaintiffs:

Lynn Toops  
CohenMalad  
One Indiana Square, Suite 1400  
Indianapolis, IN 46204  
[ltoops@cohenmalad.com](mailto:ltoops@cohenmalad.com)

J. Gerard Stranch, IV  
Stranch, Jennings & Garvey, PLLC  
The Freedom Center  
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For SSM Health:

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Baker & Hostetler LLP  
127 Public Square, Suite 2000  
Cleveland, OH 44114  
[dcarney@bakerlaw.com](mailto:dcarney@bakerlaw.com)

**4.5** If a Settlement Class Member or any of the Objecting Attorneys has objected to any class action settlement where the objector or the Objecting Attorneys asked for or received any payment in exchange for dismissal of the objection, or any related appeal, without any modification to the settlement, then the objection must include a statement identifying each such case by full case caption and amount of payment received. Any challenge to the Settlement Agreement, the Final Order, or the Final Judgment shall be pursuant to appeal under the applicable rules of appellate procedure and not through a collateral attack.

**4.6** A Settlement Class Member may request to be excluded from the Settlement Class by sending a written request postmarked on or before the Exclusion Deadline approved by the Court and specified in the Notice. To exercise the right to be excluded, a Person in the Settlement Class must timely send a written request for exclusion to the Settlement Administrator as specified in the Notice, which must include: (1) his/her name, current address, telephone number, and unique ID; (2) a signature; (3) the name and number of the case; and (4) a statement that he or she wishes to be excluded from the Settlement Class for purposes of this Settlement.

**4.7** A request to be excluded that does not include all of this information, or that is sent to an address other than that designated in the Notice, or that is not postmarked within the time specified, shall be invalid unless the parties agree to treat it as valid, and the Person(s) serving such a request shall be a member(s) of the Settlement Class and shall be bound as a Settlement Class Member by this Agreement, if approved.

**4.8** Any member of the Settlement Class who validly elects to be excluded from this Agreement shall not: (i) be bound by any orders or the Final Judgment; (ii) be entitled to relief under this Settlement Agreement; (iii) gain any rights by virtue of this Agreement; or (iv) be entitled to object to any aspect of this Agreement. The request for exclusion must be personally signed by the Person requesting exclusion. So-called “mass” or “class” opt-outs shall not be allowed. To be valid, a request for exclusion must be postmarked or received by the date specified in the Notice.

**4.9** The Final Approval Hearing shall be no earlier than sixty (60) days after the Preliminary Approval Order is signed by the Court.

**4.10** Any Settlement Class Member who does not, using the procedures set forth in this Agreement and the Notice, either seek exclusion from the Settlement Class or timely file a valid Claim Form shall not be entitled to receive any payment or benefits pursuant to this Agreement, but will otherwise be bound by all of the terms of this Agreement, including the terms of the Final Judgment to be entered in the Actions and the Releases provided for in the Agreement, and will be barred from bringing any action against any of the Released Parties concerning the Released Claims.

**4.11** No Person shall have any claim against the Settlement Administrator, Defendant, SSM Health’s Counsel, Plaintiffs’ Counsel and/or the Class Representatives based on distributions of benefits to Settlement Class Members.

**4.12** No public out-of-court statements will be made about the Settlement by Class Counsel, the Class Representatives, SSM Health or SSM Health's Counsel other than through the agreed content to be posted on the Settlement Website. Nothing in this Settlement Agreement shall be interpreted to prevent Class Counsel from informing or advising Class Members about the terms of, and/or their rights under, the Settlement Agreement.

**5. SETTLEMENT ADMINISTRATION.**

**5.1** The Settlement Administrator shall administer the relief provided by this Settlement Agreement by processing Claim Forms in a rational, responsive, cost effective, and timely manner. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as are required by applicable law in accordance with its normal business practices and such records will be made available to Class Counsel and SSM Health's Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. The Settlement Administrator shall provide Class Counsel and SSM Health's Counsel with information concerning Notice, administration, and implementation of the Settlement Agreement. Should the Court request, the Parties shall submit a timely report to the Court summarizing the work performed by the Settlement Administrator, including a report of all amounts paid to Settlement Class Members on account of Approved Claims. Without limiting the foregoing, the Settlement Administrator shall:

(a) Forward to SSM Health's Counsel, with copies to Class Counsel, all original documents and other materials received in connection with the administration of the Settlement, and all copies thereof, within thirty (30) days after the date on which all Claim Forms have been finally approved or disallowed in accordance with the terms of this Agreement;

(b) Receive requests to be excluded from the Settlement Class and other requests and promptly provide to Class Counsel and SSM Health's Counsel copies thereof. If the Settlement Administrator receives any exclusion forms or other requests after the deadline for the submission of such forms and requests, the Settlement Administrator shall promptly provide notice thereof to Class Counsel and SSM Health's Counsel with the final listing to be provided no later than ten (10) days following the Exclusion Deadline;

(c) Provide weekly reports to Class Counsel and SSM Health's Counsel, including without limitation, reports regarding the number of Claim Forms received, the number approved by the Settlement Administrator, and the categorization and description of Claim Forms rejected, in whole or in part, by the Settlement Administrator;

(d) Make available for inspection by Class Counsel or SSM Health's Counsel the Claim Forms received by the Settlement Administrator at any time upon reasonable notice;

(e) Deliver to the Parties' counsel in a reasonably timely manner, but in no event later than seven (7) days after the Exclusion Deadline/Objection Deadline, a written report concerning all Requests for Exclusion (valid and invalid), all Claim Forms (valid and deficient), and all objections (valid and invalid); and, ultimately, confirm in writing its completion of the administration of the Settlement.

**5.2** The Settlement Administrator shall be obliged to employ reasonable procedures to screen claims for abuse or fraud and deny Claim Forms where there is evidence of abuse or fraud. The Settlement Administrator will reject any claim that does not comply in any material respect with the instructions on the Claim Form or the terms of Paragraphs 2.3, 2.4, and/or 2.5 above, or is submitted after the Claims Deadline.

**5.3** In the exercise of its duties outlined in this Agreement, the Settlement Administrator shall have the right to reasonably request additional information from the Parties or

any Settlement Class Member. The Settlement Administrator may also contact any Person who has submitted a Claim Form to obtain additional information necessary to verify the Claim Form.

## **6. TERMINATION OF SETTLEMENT.**

**6.1** Subject to Paragraphs 9.1–9.3 below, SSM Health or the Class Representatives on behalf of the Settlement Class, shall have the right to terminate this Agreement by providing written notice of the election to do so (“Termination Notice”) to all other Parties hereto within twenty-one (21) days of any of the following events: (i) the Court’s refusal to grant Preliminary Approval of this Agreement in any material respect; (ii) the Court’s refusal to grant final approval of this Agreement in any material respect; (iii) the Court’s refusal to enter the Final Judgment in this Action in any material respect; (iv) the date upon which the Final Judgment is modified or reversed in any material respect by the Appellate Court or the Supreme Court; or (v) the date upon which an Alternative Judgment, as defined in Paragraph 9.1(d) of this Agreement is modified or reversed in any material respect by the Appellate Court or the Supreme Court.

**6.2** Subject to Paragraphs 9.1–9.3 below, SSM Health shall further have the right, but not the obligation, in SSM Health’s sole discretion, to terminate this Agreement by providing written notice to Class Counsel within seven (7) days after the last day on which Settlement Class Members may submit a Request for Exclusion if more than one thousand, five hundred (1,500) people of the total Settlement Class Members exercise their right to opt out of the Settlement.

**6.3** The Parties agree that the Court’s failure to approve, in whole or in part, the attorneys’ fees payment to Class Counsel and/or the Incentive Award set forth in Paragraph 8 below shall not prevent the Agreement from becoming effective, nor shall it be grounds for termination. The procedures for any application for approval of attorneys’ fees, expenses, or Incentive Award are to be considered by the Court separately from the Court’s consideration of the fairness, reasonableness and adequacy of the Settlement.

## 7. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER.

7.1 Promptly after the execution of this Settlement Agreement, Class Counsel shall submit this Agreement together with its Exhibits to the Court and shall move the Court for Preliminary Approval of the settlement set forth in this Agreement; certification of the Settlement Class for settlement purposes only; appointment of Class Counsel and the Class Representatives; and entry of a Preliminary Approval Order, which order shall set a Final Approval Hearing date and approve the Notice and Claim Form for dissemination substantially in the form of **Exhibits A, B, C and D** hereto. The Preliminary Approval Order shall also authorize the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications and expansions of the Settlement Agreement and its implementing documents (including all exhibits to this Agreement) so long as they are consistent in all material respects with the terms of the Settlement Agreement and do not limit or impair the rights of the Settlement Class.

7.2 SSM Health's non-opposition to certification of the Settlement Class is solely for purposes of effectuating the Settlement and no other purpose. SSM Health shall retain all of its objections, arguments, and defenses with respect to class certification and any other issue, and reserve all rights to contest class certification and any other issue if the Settlement set out in this Agreement does not result in entry of the Final Approval Order and Final Judgment, if the Court's approval is reversed or vacated on appeal, if this Settlement is terminated as provided herein, or if the Settlement set forth in this Settlement Agreement otherwise fails to become effective. The Parties acknowledge that there has been no stipulation to any classes or certification of any classes for any purpose other than effectuating the Settlement, and that if the Settlement set forth in this Settlement Agreement is not finally approved, if the Court's approval is reversed or vacated on

appeal, if this Settlement Agreement is terminated as provided herein, or if the Settlement set forth in this Settlement Agreement otherwise fails to become effective, this agreement as to certification of the Settlement Class becomes null and void ab initio, and this Settlement Agreement or any other settlement-related statement may not be cited regarding certification of the Settlement Class, or in support of an argument for certifying any class for any purpose related to this Action or any other proceeding.

7.3 At the time of the submission of this Agreement to the Court as described above, Class Counsel shall request that, after Notice is given, the Court hold a Final Approval Hearing and approve the settlement of the Litigation as set forth herein.

7.4 After Notice is given, the Parties shall request and seek to obtain from the Court a Final Judgment, which will (among other things):

(a) find that the Court has personal jurisdiction over all Settlement Class Members and that the Court has subject matter jurisdiction to approve the Agreement, including all exhibits thereto;

(b) approve the Settlement Agreement and the proposed settlement as fair, reasonable, and adequate as to, and in the best interests of, the Settlement Class Members; direct the Parties and their counsel to implement and consummate the Agreement according to its terms and provisions; and declare the Agreement to be binding on, and have *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiffs, the Settlement Class, and Releasing Parties;

(c) find that the Notice implemented pursuant to the Agreement (1) constitutes the best practicable notice under the circumstances; (2) constitutes notice that is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action, their right to object to or exclude themselves from the proposed Agreement, and to appear at the

Final Approval Hearing; (3) is reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice; and (4) meets all applicable requirements of the Missouri Rules of Civil Procedure, the Due Process Clause of the United States and Missouri Constitutions, and the rules of the Court;

(d) find that the Class Representatives and Class Counsel adequately represent the Settlement Class for purposes of entering into and implementing the Agreement;

(e) dismiss the Litigation (including all individual claims and Settlement Class Claims presented thereby) on the merits and with prejudice, without fees or costs to any party except as provided in the Settlement Agreement;

(f) incorporate the Release set forth above, make the Release effective as of the date of the Effective Date, and forever discharge the Released Parties as set forth herein;

(g) permanently bar and enjoin all Settlement Class Members who have not been properly excluded from the respective Settlement Class from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in, any lawsuit or other action in any jurisdiction based on the Released Claims;

(h) without affecting the finality of the Final Judgment for purposes of appeal, retain jurisdiction as to all matters relating to administration, consummation, enforcement, and interpretation of the Settlement Agreement and the Final Judgment, and for any other necessary purpose; and

(i) incorporate any other provisions, as the Court deems necessary and just.

**8. CLASS COUNSEL'S ATTORNEYS' FEES AND REIMBURSEMENT OF EXPENSES; INCENTIVE AWARD.**

**8.1** Class Counsel may receive, subject to Court approval, attorneys' fees, costs, and expenses not to exceed ten million, five hundred thousand dollars and no cents (\$10,500,000.00). Class Counsel will petition the Court for an award of such attorneys' fees no later than fourteen

(14) days before the Objection Deadline, and Defendant agrees to not object to or otherwise challenge, directly or indirectly, Class Counsel's petition for reasonable attorneys' fees and for reimbursement of costs and expenses if limited to the amount set forth in this Paragraph. Class Counsel, in turn, agrees to seek no more than the amount set forth in this Paragraph from the Court in attorneys' fees and for reimbursement of costs and expenses.

**8.2** The Fee Award shall be payable ten (10) days after the Effective Date. Prior to the Effective Date, Class Counsel shall provide all payment routing information and tax I.D. numbers for Class Counsel, and all address information to SSM Health's counsel so that payment may be made by check. Payment of the Fee Award shall be made by the Defendant by wire transfer or by check to Class Counsel in accordance with the instructions to be jointly provided by Class Counsel, after completion of necessary forms by Class Counsel, including but not limited to properly completed and duly executed IRS Form W-9, along with any other necessary forms. If Class Counsel does not provide the necessary paperwork (including the IRS Form W-9) prior to the Effective Date, then payment shall be made 10 days from when the paperwork is provided.

**8.3** Subject to Court approval, the Class Representatives may be paid an Incentive Award by SSM Health, in addition to any settlement payment as a result of an Approved Claim pursuant to this Agreement, and in recognition of their efforts on behalf of the Settlement Class. Plaintiffs may request an incentive award of \$2,500 each (for a total of \$7,500.00). SSM Health will not object to or otherwise challenge, directly or indirectly, Class Counsel's application for the Incentive Award to the Class Representatives if limited to this amount. Class Counsel, in turn, agrees to seek no more than this amount from the Court as an Incentive Award for the Class Representatives. Such award will be paid by SSM Health (in the form of a check to the Class Representatives that is sent in care of Class Counsel) within ten (10) days after the Effective Date, subject to the same timing conditions as set forth in paragraph 8.2 above.

**9. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION OR TERMINATION.**

**9.1** The Effective Date of this Settlement Agreement shall not occur unless and until each of the following events occurs and shall be the day after which the last (in time) of the following events occurs:

- (a) The Parties and their counsel have executed this Agreement;
- (b) The Court has entered the Preliminary Approval Order;
- (c) The Court has entered an order finally approving the Agreement, following Notice to the Settlement Class, and has entered the Final Judgment, or a judgment consistent with this Agreement in all material respects; and
- (d) The time to appeal has been exhausted and the Judgment has become Final, as defined above, or, in the event that the Court enters an order and final judgment in a form other than that provided above (“Alternative Judgment”) and that has the consent of the Parties, such Alternative Judgment becomes Final.

**9.2** If some or all of the conditions specified in Paragraph 9.1 are not met, or in the event this Agreement is not approved by the Court, or the settlement set forth in this Agreement is terminated or fails to become effective in accordance with its terms, including sections 6.1 and 6.2 above, then this Settlement Agreement shall be canceled and terminated unless Class Counsel and Defendant’s Counsel mutually agree in writing to proceed with the Agreement. If any Party is in material breach of the terms hereof, and fails to cure such material breach within thirty (30) days of notice, any other Party, provided that it is in substantial compliance with the terms of this Agreement, may terminate this Agreement on notice to all the Settling Parties.

**9.3** If this Agreement is terminated or fails to become effective for the reasons set forth in Paragraphs 6.1, 6.2 and 9.1–9.2 above, the Parties shall be restored to their respective positions in the Actions as of the date of the signing of this Agreement. In such event, any Final Judgment

or other order entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*, and the Parties shall be returned to the *status quo ante* with respect to the Actions as if this Agreement had never been entered into.

## **10. MISCELLANEOUS PROVISIONS.**

**10.1** The Parties (a) acknowledge that it is their intent to consummate this Settlement Agreement; and (b) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement, to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Agreement, to secure final approval, and to defend the Final Judgment through any and all appeals. Class Counsel and SSM Health's Counsel agree to cooperate with one another in seeking Court approval of the Settlement Agreement, entry of the Preliminary Approval Order, and the Final Judgment, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Agreement.

**10.2** The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims by Plaintiffs, the Settlement Class and each or any of them against the Released Parties.

**10.3** The Parties have relied upon the advice and representation of counsel, selected by them, concerning their respective legal liability for the claims hereby released. The Parties have read and understand fully the above and foregoing agreement and have been fully advised as to the legal effect thereof by counsel of their own selection and intend to be legally bound by the same.

**10.4** Whether or not the Effective Date occurs or the Settlement Agreement is terminated, neither this Agreement nor the Settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of this Agreement or the settlement:

(a) is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them, as an admission, concession or evidence of, the validity of any Released Claims, the truth of any fact alleged by the Plaintiffs, the deficiency of any defense that has been or could have been asserted in the Action, the violation of any law or statute, the reasonableness of the settlement amount or the Fee Award, or of any alleged wrongdoing, liability, negligence, or fault of the Released Parties, or any of them;

(b) is, may be deemed, or shall be used, offered or received against Defendant, as an admission, concession or evidence of any fault, misrepresentation or omission with respect to any statement or written document approved or made by the Released Parties, or any of them;

(c) is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them, as an admission or concession with respect to any liability, negligence, fault or wrongdoing as against any Released Parties, in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. However, the Settlement, this Agreement, and any acts performed and/or documents executed in furtherance of or pursuant to this Agreement and/or Settlement may be used in any proceedings as may be necessary to effectuate the provisions of this Agreement. Further, if this Settlement Agreement is approved by the Court, any Party or any of the Released Parties may file this Agreement and/or the Final Judgment in any action that may be brought against such Party or Parties in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim;

(d) is, may be deemed, or shall be construed against Plaintiffs, the Settlement Class, the Releasing Parties, or each or any of them, or against the Released Parties, or each or any of them, as an admission or concession that the consideration to be given hereunder represents an

amount equal to, less than or greater than that amount that could have or would have been recovered after trial; and

(e) is, may be deemed, or shall be construed as or received in evidence as an admission or concession against Plaintiffs, the Settlement Class, the Releasing Parties, or each and any of them, or against the Released Parties, or each or any of them, that any of Plaintiffs' claims are with or without merit or that damages recoverable in the Actions would have exceeded or would have been less than any particular amount.

**10.5** The headings used herein are used for the purpose of convenience only and are not meant to have legal effect.

**10.6** The waiver by one Party of any breach of this Agreement by any other Party shall not be deemed as a waiver of any other prior or subsequent breaches of this Agreement.

**10.7** All of the Exhibits to this Agreement are material and integral parts thereof and are fully incorporated herein by this reference.

**10.8** This Agreement and its Exhibits set forth the entire agreement and understanding of the Parties with respect to the matters set forth herein, and supersede all prior negotiations, agreements, arrangements and undertakings with respect to the matters set forth herein. No representations, warranties or inducements have been made to any Party concerning this Settlement Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in such documents. This Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

**10.9** Except as otherwise provided herein, each Party shall bear its own costs.

**10.10** Plaintiffs represent and warrant that they have not assigned any claim or right or interest therein as against the Released Parties to any other Person or Party and that they are fully entitled to release the same.

**10.11** Each counsel or other Person executing this Settlement Agreement, any of its Exhibits, or any related settlement documents on behalf of any Party hereto, hereby warrants and represents that such Person has the full authority to do so and has the authority to take appropriate action required or permitted to be taken pursuant to the Agreement to effectuate its terms. Class Counsel in particular warrants that they are authorized to execute this Settlement Agreement on behalf of Plaintiffs and the Settlement Class (subject to final approval by the Court after notice to all Settlement Class Members), and that all actions necessary for the execution of this Settlement Agreement have been taken.

**10.12** This Agreement may be executed in one or more counterparts. Signature by digital means, facsimile, or in PDF format will constitute sufficient execution of this Agreement. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court if the Court so requests.

**10.13** This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and the Released Parties.

**10.14** The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Agreement, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied in this Agreement.

**10.15** This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

**10.16** This Agreement is deemed to have been prepared by counsel for all Parties, as a result of arm's-length negotiations among the Parties. Because all Parties have contributed

substantially and materially to the preparation of this Agreement, it shall not be construed more strictly against one Party than another.

**10.17** Where this Agreement requires notice to the Parties, such notice shall be sent to the undersigned counsel:

Class Counsel:

Lynn Toops  
CohenMalad, LLP  
One Indiana Square, Suite 1400  
Indianapolis, IN 46204  
ltoops@cohenmalad.com

J. Gerard Stranch, IV  
Stranch, Jennings & Garvey, PLLC  
223 Rosa L. Parks Avenue, Suite 200  
Nashville, TN 37203  
gstranch@stranchlaw.com

Gary Klinger  
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Foster Johnson  
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1221 McKinney, Suite 2500  
Houston, TX 77010  
Tel: (713) 655-1101  
fjohnson@azalaw.com

SSM Health's Counsel

Adam Simon, Esq.  
Dowd Bennett LLP  
7676 Forsyth Blvd., Suite 1900  
St. Louis, MO 63105  
asimon@dowdbennett.com

David A. Carney  
Baker & Hostetler LLP  
127 Public Square, Suite 2000  
Cleveland, OH 44114  
dcarney@bakerlaw.com

**IT IS SO AGREED TO BY THE PARTIES:**

Dated: 08 / 18 / 2025

**JOHN DOE**

By: *John Doe*

John Doe, individually and as representative of the Settlement Class

Dated: \_\_\_\_\_

**JANE DOE**

By: \_\_\_\_\_

Jane Doe, individually and as representative of the Settlement Class

Dated: \_\_\_\_\_

**SSM Health Care Corporation, d/b/a SSM Health**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**IT IS SO STIPULATED BY COUNSEL:**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Lynn A. Toops (No. 26386-49)  
Amina A. Thomas (No. 34451-49)  
**COHENMALAD, LLP**  
One Indiana Square, Suite 1400  
Indianapolis, IN 46204  
(317) 636-6481  
ltoops@cohenmalad.com  
athomas@cohenmalad.com

J. Gerard Stranch, IV  
Andrew E. Mize  
**STRANCH, JENNINGS & GARVEY, PLLC**  
The Freedom Center  
223 Rosa L. Parks Avenue, Suite 200  
Nashville, TN 37203  
(615) 254-8801  
gstranch@stranchlaw.com  
amize@stranchlaw.com

**IT IS SO AGREED TO BY THE PARTIES:**

Dated: \_\_\_\_\_


**JOHN DOE**

By: \_\_\_\_\_

John Doe, individually and as representative of the Settlement Class

Dated: 08 / 18 / 2025

**JANE DOE**

By:  \_\_\_\_\_

Jane Doe, individually and as representative of the Settlement Class

Dated: \_\_\_\_\_

**SSM Health Care Corporation, d/b/a SSM Health**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**IT IS SO STIPULATED BY COUNSEL:**

Dated: 8-18-2025



By: \_\_\_\_\_

Lynn A. Toops (No. 26386-49)  
Amina A. Thomas (No. 34451-49)  
**COHENMALAD, LLP**  
One Indiana Square, Suite 1400  
Indianapolis, IN 46204  
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ltoops@cohenmalad.com  
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**STRANCH, JENNINGS & GARVEY, PLLC**  
The Freedom Center  
223 Rosa L. Parks Avenue, Suite 200  
Nashville, TN 37203  
(615) 254-8801  
gstranch@stranchlaw.com  
amize@stranchlaw.com

**IT IS SO AGREED TO BY THE PARTIES:**

Dated: \_\_\_\_\_

**JOHN DOE**

By: \_\_\_\_\_

John Doe, individually and as representative of the Settlement Class

Dated: \_\_\_\_\_

**JANE DOE**

By: \_\_\_\_\_

Jane Doe, individually and as representative of the Settlement Class

Dated: 8/30/2025

**SSM Health Care Corporation, d/b/a SSM Health**

By: \_\_\_\_\_

Signed by:  
*Laura S. Kaiser*  
74DCASBDF060470...

Name: Laura S. Kaiser, FACHE

Title: President / CEO

**IT IS SO STIPULATED BY COUNSEL:**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Lynn A. Toops (No. 26386-49)  
Amina A. Thomas (No. 34451-49)  
**COHENMALAD, LLP**  
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Houston, TX 77010  
(713) 655-1101  
fjohnson@azalaw.com

*Attorneys for Plaintiffs and Settlement Class  
Counsel*

Dated: 8.21.25

By:   
David Carney  
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Tel: (216) 621-0200  
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John D. Comerford, #601164 (MO)  
Adam J. Simon, #68396 (MO)  
**DOWD BENNETT LLP**  
7676 Forsyth Boulevard, Suite 1900  
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(314) 889-7300  
jcomerford@dowdbennett.com  
asimon@dowdbennett.com

*Attorneys for Defendant SSM Health Care  
Corporation, d/b/a SSM Health*

**EXHIBIT A**  
**(POSTCARD NOTICE)**

Jane Doe v. SSM Health Care Corporation d/b/a SSM Health, Case No. 2222-CC10014-01  
c/o [INSERT ADMINISTRATOR NAME AND ADDRESS]

FIRST-CLASS MAIL  
U.S. POSTAGE PAID  
CITY, ST  
PERMIT NO. XXXX

**ELECTRONIC SERVICE REQUESTED**

**NOTICE OF CLASS ACTION**  
**SETTLEMENT**

If you received this Notice, you have been identified as an SSM Health patient who logged into the SSM Health MyChart patient portal between July 6, 2020 and February 10, 2023.

[www.xxxxxxxxxxxxxxxxxxxx.com](http://www.xxxxxxxxxxxxxxxxxxxx.com)

<<Refnum Barcode>>

Class Member ID: <<Refnum>>

**Postal Service: Please do not mark or cover**

<<FirstName>> <<LastName>>

<<BusinessName>>

<<Address>>

<<Address2>>

### **Who is a Class Member?**

In the litigation *Jane Doe v. SSM Health Care Corporation d/b/a SSM Health*, Case No. 2222-CC10014-01, pending in the Circuit Court of the City of St. Louis, State of Missouri you are a Class Member if you are a natural person who is, or was, a patient of defendant SSM Health and logged into the SSM Health MyChart patient portal between July 6, 2020 and February 10, 2023.

**What are the settlement benefits and terms?** Class Members who file a valid claim may receive a one-time payment of \$31.50. All Class Members will also be entitled to receive a code for redeeming 1 year of the CyEx Privacy Shield Pro product, which includes the following features: Dark Web Watchlist, VPN In Touch, Password Scan, Private Search functionality, Password Defense, Digital Vault, and Data Broker Opt-Out services. More information is available on the Settlement Website.

### **What are your rights and options?**

**Submit a Claim Form.** To qualify for payment under this settlement, you must timely mail a Claim Form or submit a Claim Form online at [www.xxxxxxxxxxxxxxxxxx.com](http://www.xxxxxxxxxxxxxxxxxx.com). Your Claim Form must be postmarked or submitted online no later than the Deadline to Submit Claims of [«<Deadline to Submit Claims>>](#).

**Opt-Out.** You may exclude yourself from the settlement and retain your ability to sue the Defendant on your own by mailing a request to opt out to the Settlement Administrator that is postmarked no later than [«<Deadline to Opt-Out>>](#). If you do not exclude yourself, you will be bound by the Agreement and give up your right to sue regarding the Released Claims.

**Object.** If you do not exclude yourself, you have the right to object to the Agreement. Written objections must be signed, postmarked no later than [«<Objection Deadline >>](#), and must provide the reasons for the objection necessary to support your objection. You may also appear at the Final Approval Hearing. Further instructions can be found on the Detailed Notice and in the Settlement Agreement located on the Settlement Website [www.xxxxxxxxxxxxxxxxxx.com](http://www.xxxxxxxxxxxxxxxxxx.com).

**Do Nothing.** If you do nothing, you will not receive a Class Member payment or other benefits and will lose the right to sue regarding the Released Claims. You will be bound by the Court's decision because this is a class action.

**Attend the Final Approval Hearing.** The Court will hold a Final Approval Hearing at [«<time>> on «<Date>>](#), to determine if the Agreement is fair, reasonable, and adequate. All persons who timely object to the settlement may appear at the Final Approval Hearing, but you do not need to attend unless you want to.

**Who are the attorneys for the Plaintiffs and the proposed Settlement Class?** The Court appointed CohenMalad, LLP, Stranch, Jennings & Garvey, PLLC, and Strauss Borrelli PLLC to represent the Settlement Class. If you want to be represented by your own lawyer, you may hire one at your own expense.

**Do I have any obligation to pay attorneys' fees or expenses?** No. The Attorneys' Fees and Expenses Amount will be paid exclusively by Defendant as awarded and approved by the Court. The requested fee will be no more than \$10,500,000.00, plus Service Awards for the Class Representatives. The Motion for Fees, Expenses, and Service Awards will be posted on the Settlement Website after it is filed with the Court.

### **What is the amount of the Plaintiffs' Service Awards?**

The Class Representatives will seek a service award of up to \$2,500.00 each (\$5,000.00 total) for their time, effort and service to the Settlement Class in this matter.

**Where may I locate a copy of the Agreement, learn more about the case or submitting a claim, and see definitions of capitalized terms?**

[www.xxxxxxxxxxxxxxxxxx.com](http://www.xxxxxxxxxxxxxxxxxx.com)

**This Notice is a summary of the proposed settlement.**



**EXHIBIT B**  
**(CLAIM FORM)**



By signing below I affirm that I am a natural person who is, or was, a patient of defendant SSM Health and logged into the SSM Health MyChart patient portal between July 6, 2020 and February 10, 2023, and that all of the information on this Claim Form is true and correct to the best of my knowledge.

**SIGNATURE**

**DATE**

**MM**

**DD**

**YY**

**Please keep a copy of your Claim Form for your records.**

**EXHIBIT C**  
**(EMAIL NOTICE)**

From: Settlement@ settlement.com  
To: JonQClassMember@domain.com  
Re: Legal Notice of Class Action Settlement

**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. 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.

**What Can I Get?** All Class Members are eligible for both 1) enrollment in the Privacy Shield Pro product and 2) a \$31.50 cash payment.

- 1) Privacy Shield Pro:** As a Class Member, you are automatically entitled to enroll in the Privacy Shield Pro product. After final approval of the Settlement, and within thirty (30) days of the Effective Date, you will receive an email with instructions on how to use the code below for enrollment. The email will also include this code:

**Privacy Shield Code:** [XXXXXX]

- 2) Cash Payment:** To receive a \$31.50 cash payment, you **must** submit a timely and complete Claim Form **no later than [claims deadline]**. You can file a claim by clicking [here.] Your payment will come by check unless you elect to receive payment electronically by PayPal, Venmo, or Zelle. Claim Forms must be submitted online by 11:59 p.m. EST on [DATE] or postmarked and mailed by [DATE]. If you need a paper claim form, please contact the Settlement Administrator listed in the last paragraph of this notice.

**Your Class Member Login ID:** [INSERT]  
**Your Class Member Password:** [INSERT]

**What are My Other Options?** You may exclude yourself from the Class by sending a letter to the settlement administrator no later than [objection/exclusion deadline]. If you exclude yourself, you cannot get a settlement payment, but you keep any rights you may have to sue SSM over the legal issues in the lawsuit. If you do not exclude yourself, you can object to the settlement and you or your lawyer can appear before the Court. Your written objection must be filed no later than [objection/exclusion deadline]. Specific instructions about how to object to, or exclude yourself from, the Settlement are available at [www.\\_\\_\\_\\_\\_settlement.com](http://www._____settlement.com). If you file a claim, object, or do nothing, and the Court approves the Settlement, you will be bound by all of the Court's orders and judgments. In addition, your claims relating to the alleged disclosure of PII and/or PHI to third party technologies in this case against SSM will be released.

**Who Represents Me?** The Court has appointed CohenMalad LLP, Stranch, Jennings & Garvey PLLC, and Strauss Borelli, LLP to represent the class. These attorneys are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

**When Will the Court Consider the Proposed Settlement?** The Court will hold the Final Approval Hearing at \_\_\_\_\_m. on [date] in Courtroom X at the St. Louis City Circuit Court, 10 N. Tucker Blvd, St. Louis, Missouri 63101. The Court may also conduct the hearing remotely in which case instructions on how to attend remotely will be listed on the settlement website. You do not need to attend, but you can if you wish. At that hearing, the Court will: hear any objections concerning the fairness of the settlement; determine the fairness of the settlement; decide whether to approve Class Counsel's request for attorneys' fees and costs; and decide whether to award the Class Representatives \$2,500.00 each (\$5,000.00 total) for their service in helping to bring and settle this case. SSM has agreed to pay Class Counsel reasonable attorneys' fees, costs, and expenses in an amount to be determined by the Court. Class Counsel is entitled to seek no more than \$10,500,000.00, but the Court may award less than this amount.

**How Do I Get More Information?** For more information, including the full Notice, Claim Form and Settlement Agreement go to [www.\\_\\_\\_\\_\\_settlement.com](http://www._____settlement.com), contact the settlement administrator at 1-\_\_\_\_-\_\_\_\_-\_\_\_\_ or SSM Settlement Administrator, [address], or call Class Counsel at [INSERT].

**EXHIBIT D**  
**(LONG FORM NOTICE)**

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

*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

**If You Are or Were a patient of SSM Health Care Corporation, d/b/a SSM Health and Logged Into Its MyChart Patient Portal Between July 6, 2020 and February 10, 2023 You May Be Entitled to Receive Benefits From a Class Action Settlement.**

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

- A settlement has been reached in a class action lawsuit claiming that Defendant, SSM Health Care Corporation d/b/a SSM Health (“SSM” or “Defendant”), 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. SSM firmly denies all of Plaintiff’s’ claims in the lawsuit and maintains that it did nothing wrong but has agreed to the settlement to avoid the expense, burden and uncertainties associated with continuing litigation.
- You are included if you are or were a natural person who is, or was, a patient of Defendant SSM Health and logged into the SSM Health MyChart patient portal between July 6, 2020 and February 10, 2023.
- Persons included in the Settlement will be eligible to submit a Claim Form to receive a cash payment of \$31.50. Class Members will also have the option to enroll in the Privacy Shield product.
- Defendant has agreed to pay all approved claims to the Settlement Class, together with notice and administrative expenses, approved attorneys’ fees and costs to Class Counsel, and an incentive award to the Class Representatives.
- Read this notice carefully. Your legal rights are affected whether you act, or don’t act.

| <b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b> |  |
|---|--|
| <b>SUBMIT A CLAIM FORM BY [DATE]</b>                    | This is the <b>only</b> way to receive a cash payment.   |
| <b>SIGN UP FOR PRIVACY SHIELD</b>                       | This is the <b>only</b> way to enroll in the Privacy Shield product. You can do this in addition to submitting a claim form for a cash payment. You will be able to sign up if the settlement becomes effective and you will receive a separate email with instructions. |
| <b>EXCLUDE YOURSELF BY [DATE]</b>                       | You will receive no benefits, but you will retain any rights you currently have to sue the Defendant about the claims in this case.  |
| <b>OBJECT BY [DATE]</b>                                 | Write to the Court explaining why you don’t like the Settlement.   |

|                                    |   |
|------------------------------------|---|
| <b>GO TO THE HEARING BY [DATE]</b> | Ask to speak in Court about your opinion of the Settlement.   |
| <b>DO NOTHING</b>                  | You <b>will not</b> get a share of the Settlement benefits and will give up your rights to sue the Defendant about the claims in this case. |

Your rights and options—**and the deadlines to exercise them**—are explained in this Notice.

## BASIC INFORMATION

### 1. Why was this Notice issued?

A Court authorized this notice because you have a right to know about a proposed Settlement of this class action lawsuit and about all of your options, before the Court decides whether to give final approval to the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

The case is called *Jane Doe v. SSM Health Care Corporation d/b/a SSM Health*, Case No. 222-CC10014-01, pending in the Circuit Court for the City of St. Louis, State of Missouri.

The person who sued is called the Plaintiff. The Defendant is SSM Health Care Corporation d/b/a SSM Health.

### 2. What is a class action?

In a class action, one or more people called the class representatives sue on behalf of a group or a “class” of people who have similar claims. In a class action, the Court resolves the issues for all class members, except for those who exclude themselves from the Class.

### 3. What is this lawsuit about?

This lawsuit claims that SSM violated the law by disclosing patients’ confidential personally identifiable information (“PII”) and/or protected health information (“PHI”) (collectively referred to as “Private Information”) to third-party technologies without consent. SSM firmly denies all of Plaintiff’s claims in the lawsuit and maintains that it did nothing wrong.

### 4. Why is there a Settlement?

By agreeing to settle, both sides avoid the cost and risk of a trial, and people who submit valid, timely claims will get compensation. The Class Representative and her counsel believe the settlement is fair, reasonable, and adequate and, thus, best for the Settlement Class and its members. The settlement does NOT mean that SSM did anything wrong.

## WHO'S INCLUDED IN THE SETTLEMENT?

### 5. How do I know if I am in the Settlement Class?

The **Settlement Class** is defined as:

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.

Excluded from the Settlement Class are: (1) any Judge presiding over this Action, any members of the Judges' respective staffs, and immediate members of the Judge's family; (2) officers and directors of the Defendant, its agents, affiliates, subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest; (3) persons who timely and validly request exclusion from and/or opt-out of the Settlement Class; (4) the legal representatives, successors or assigns of any such excluded persons; and (5) Class Counsel.

## THE SETTLEMENT BENEFITS

### 6. What does the Settlement provide?

**Monetary Relief and Privacy Shield Product:** Each Settlement Class Member will automatically receive a code to enroll in the Privacy Shield Pro product. The code is listed at the top of your Notice. Each Settlement Class Member who files a timely, valid claim will also have the option to select a cash payment of \$31.50. In addition, Defendant has agreed to pay the costs of notice and administration of the settlement, approved attorneys' fees and costs to Class Counsel, and an incentive award to the Class Representatives. To submit a claim, you can do so online here: [URL] Or you may request a paper form by calling the number at the bottom of this notice.

A detailed description of the settlement benefits can be found in the Settlement Agreement. [insert hyperlink]

### 7. How much will my payment be?

You **must** submit a Claim Form (see instructions below) to receive a payment. **If you submit a valid Claim Form and elect to receive a cash payment, you will receive a \$31.50 cash payment.**

You must verify you are a Settlement Class Member when filing a claim by providing the Class Member Login ID and Class Member Password on the notice you received by e-mail. If for some reason you did not receive this information, but believe you are a Settlement Class Member, please email [info@XXXXXXXX.com](mailto:info@XXXXXXXX.com) to verify your identity and receive your Class Member Login ID and Class Member Password.

### 8. When will I get my payment?

The hearing to consider the fairness of the settlement is scheduled for [Final Approval Hearing Date]. If the Court approves the settlement, eligible Class Members whose claims were approved by the Settlement Administrator will receive their payment 30 days after the Settlement has been finally approved and any appeals process is complete. The payment will be made in the form of a check, unless you elect to receive payment by PayPal, Venmo, or Zelle, and all checks will expire and become void 180 days after they are issued.

## HOW TO GET BENEFITS

### 9. How do I get a payment?

You **must** complete and submit a Claim Form to receive a payment. You may submit a Claim Form either electronically on the Settlement Website by clicking [here](#) [insert hyperlink], or by printing and mailing in a paper Claim Form, copies of which are available for download [here](#) [insert hyperlink]. Claim Forms must be submitted online by 11:59 p.m. EST on [date] or postmarked and mailed by [date].

## REMAINING IN THE SETTLEMENT

### 10. What am I giving up if I stay in the Class?

If the Settlement becomes final, you will give up your right to sue Defendant for the claims this Settlement resolve. The Settlement Agreement describes the specific claims you are giving up against the Defendant. You will be “releasing” the Defendant and its affiliates described in Section 1.25 of the Settlement Agreement. Unless you exclude yourself (*see* Question 14), you are “releasing” the claims, regardless of whether you submit a claim or not. The Settlement Agreement is available through the “court documents” link on the Settlement Website.

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions you can talk to the lawyers listed in Question 12 for free or you can, of course, talk to your own lawyer if you have questions about what this means.

### 11. What happens if I do nothing at all?

If you do nothing, you won’t get any benefits from this Settlement. But, unless you exclude yourself, you won’t be able to start a lawsuit or be part of any other lawsuit against the Defendant for the claims being resolved by this Settlement.

## THE LAWYERS REPRESENTING YOU

## 12. Do I have a lawyer in the case?

The Court has appointed CohenMalad LLP, Stranch, Jennings & Garvey PLLC, and Strauss Borelli, LLP to be the attorneys representing the Settlement Class. They are called “Class Counsel.” They believe, after conducting a thorough investigation, that the Settlement Agreement is fair, reasonable, and in the best interests of the Settlement Class. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

## 13. How will the lawyers be paid?

Class Counsel’s attorneys’ fees, costs, and expenses will be paid separately by Defendant and awarded by the Court. Class Counsel is entitled to seek no more than \$10,500,000.00, but the Court may award less than this amount.

As approved by the Court, the Class Representatives will separately be paid an incentive award by Defendant for helping to bring and settle the case. Class Representatives may seek up to \$2,500.00 each (\$5,000.00 total) as an incentive award, but the Court may award less than this amount.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

### 14. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must mail or otherwise deliver a letter (or request for exclusion) stating that you want to be excluded from the settlement. Your letter or request must be in writing and must: (i) identify the case name and number (*Jane Doe v. SSM Health Care Corporation d/b/a SSM Health*, Case No. 222-CC10014-01, pending in the Circuit Court for the City of St. Louis, State of Missouri); (ii) state the name, current address, telephone number, and unique ID of the Class Member seeking exclusion; (iii) be physically signed by the person(s) seeking exclusion; and (iv) must also contain a statement to the effect that “I hereby request to be excluded from the Settlement Class for purposes of this Settlement.” You must mail or deliver your exclusion request no later than **[objection/exclusion deadline]** to:

SSM Settlement  
c/o **[Settlement Administrator]**  
PO Box 0000  
City, ST 00000-0000

### 15. If I don’t exclude myself, can I sue the Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue the Defendant for the claims being resolved by this Settlement.

### 16. If I exclude myself, can I get anything from this Settlement?

No. If you exclude yourself you will not be entitled to any benefits of the settlement, and you should not submit a Claim Form to ask for benefits.

## OBJECTING TO THE SETTLEMENT

### 17. How do I object to the Settlement?

If you're a Class Member, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must file a letter or brief stating that you object to the Settlement in *Jane Doe v. SSM Health Care Corporation d/b/a SSM Health*, Case No. 222-CC10014-01, pending in the Circuit Court for the City of St. Louis, State of Missouri, which must be personally signed, and identify all reasons for your objections. Your letter or brief must include: (1) the objector's name and address; (2) an explanation of the basis upon which the objector claims to be a Settlement Class Member; (3) all grounds for the objection, including all citations to legal authority and evidence supporting the objection; (4) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection (the "Objecting Attorneys"); (5) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel who files an appearance with the Court in accordance with the Local Rules); and (6) a list, by case name, court, and docket number, of all other cases in which the objector and/or the Objecting Attorneys have filed an objection to any proposed class action settlement within the last three (3) years.

All objections must be submitted to the Settlement Administrator, Class Counsel identified below, and to the Court. Class Counsel's Motion for Fee Award will be filed with the Court and posted on the Settlement Website.

If you want to appear and speak at the Final Approval Hearing to object to the Settlement, with or without a lawyer (explained below in answer to Question 21), you must say so in your letter or brief. File the objection with the Court and mail a copy to these two different places postmarked no later than **[objection deadline]**.

| Court  | Class Counsel   | Defendant's Counsel   |
|--|---|---|
| Clerk's Office<br>St. Louis Circuit Court<br><br>10 N. Tucker Blvd<br>St. Louis, Missouri<br>63101 | Lynn A. Toops<br>CohenMalad, LLP<br>One Indiana Square, Suite<br>1400<br>Indianapolis, Indiana 46204<br>(317) 636-6481<br><a href="mailto:ltoops@cohenmalad.com">ltoops@cohenmalad.com</a><br><br>J. Gerard Stranch, IV | Adam Simon, Esq.<br>Dowd Bennett LLP<br>7676 Forsyth Blvd., Suite<br>1900<br>St. Louis, MO 63105<br><a href="mailto:asimon@dowdbennett.com">asimon@dowdbennett.com</a><br><br>David Carney<br>Baker & Hostetler LLP |

|  |   |  |
|--|---|--|
|  | <p>Stranch, Jennings &amp; Garvey, PLLC<br/>The Freedom Center<br/>223 Rosa L. Parks Avenue,<br/>Suite 200<br/>Nashville, Tennessee 37203<br/>(615) 254-8801<br/>(615) 255-5419 (facsimile)<br/><a href="mailto:Gstranch@stranchlaw.com">Gstranch@stranchlaw.com</a></p> <p>Gary Klinger<br/>Milberg Coleman Bryson<br/>Phillips Grossman, PLLC<br/>227 W. Monroe Street, Suite<br/>2100<br/>Chicago, IL 60606<br/>Tel: (866) 2520-0878<br/><a href="mailto:gklinger@milberg.com">gklinger@milberg.com</a></p> <p>Foster Johnson<br/>Ahmad, Zavitsanos &amp;<br/>Mensing, PLLC<br/>1221 McKinney, Suite 2500<br/>Houston, TX 77010<br/>Tel: (713) 655-1101<br/><a href="mailto:fjohnson@azalaw.com">fjohnson@azalaw.com</a></p> | <p>127 Public Square<br/>Suite 2000<br/>Cleveland, OH 44114-1214</p> |
|--|---|--|

**18. What's the difference between objecting and excluding myself from the Settlement?**

Objecting simply means telling the Court that you don't like something about the Settlement. You can object only if you stay in the Class. Excluding yourself from the Class is telling the Court that you don't 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.

**THE COURT'S FINAL APPROVAL HEARING**

**19. When and where will the Court decide whether to approve the Settlement?**

The Court will hold the Final Approval Hearing at [redacted] m. on [date] in Courtroom X at the St. Louis City Circuit Court, 10 N. Tucker Blvd St. Louis, Missouri 63101. The hearing may be held remotely, and if so, instructions will be posted on the Settlement Website. The purpose of the hearing will be for the Court to determine whether to approve the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class; to consider the Class Counsel's request for attorneys' fees and expenses; and to consider the request for

an incentive award to the Class Representative. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement.

The hearing may be postponed to a different date or time without notice, so it is a good idea to check [[www.\\_\\_\\_\\_\\_settlement.com](http://www._____settlement.com)] or call **1-800-000-0000**.

#### **20. Do I have to come to the hearing?**

No. Class Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. If you send an objection or comment, you don't have to come to Court to talk about it. As long as you filed and mailed your written objection on time, the Court will consider it. You may also pay for your own lawyer to attend, but it's not required.

#### **21. May I speak at the hearing?**

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include in your letter or brief objecting to the settlement a statement saying that it is your "Notice of Intent to Appear in *Jane Doe v. SSM Health Care Corporation d/b/a SSM Health*, Case No. 222-CC10014-01, pending in the Circuit Court for the City of St. Louis, State of Missouri." It must include your name, address, telephone number and signature as well as the name and address of your lawyer, if one is appearing for you. Your objection and notice of intent to appear must be filed with the Court and postmarked no later than [**objection deadline**] and be sent to the addresses listed in Question 17.

### **GETTING MORE INFORMATION**

#### **22. Where do I get more information?**

This Notice summarizes the Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at [www.\\_\\_\\_\\_\\_settlement.com](http://www._____settlement.com). You may also write with questions to the SSM Settlement, c/o [**Settlement Administrator**], P.O. Box **0000**, City, ST **00000**. You can call the Settlement Administrator at **1-800-000-0000** or Class Counsel at (866) 748-6220 if you have any questions. Before doing so, however, please read this full Notice carefully. You may also find additional information elsewhere on the case website.

**EXHIBIT E**  
**(PREL. APPR. ORDER)**

**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

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**[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT**

Before the Court is Jane Doe (“Plaintiff”) Unopposed Motion for Preliminary Approval of Class Action Settlement (the “Motion”), the terms of which are set forth in a Settlement Agreement between Plaintiff Jane Doe and SSM Health Care Corporation d/b/a SSM Health (“SSM” or “Defendant” and, together with Plaintiff Jane Doe, the “Parties”), with accompanying exhibits attached as **Exhibit 1** to Plaintiff’s Memorandum of Law in Support of their Motion (the “Settlement Agreement”).<sup>1</sup>

Having fully considered the issue, the Court hereby **GRANTS** the Motion and **ORDERS** as follows:

1. **Class Certification for Settlement Purposes Only.** The Settlement Agreement provides for a Settlement Class defined as follows:

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.

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<sup>1</sup> All defined terms in this Order Granting Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”) have the same meaning as set forth in the Settlement Agreement, unless otherwise indicated.

Specifically excluded from the Settlement Class are:

(1) Any Judge presiding over this Action, any members of the Judges' respective staffs, and immediate members of the Judge's family; (2) officers and directors of the Defendant, its agents, affiliates, subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest; (3) persons who timely and validly request exclusion from and/or opt-out of the Settlement Class; (4) the legal representatives, successors or assigns of any such excluded persons; and (5) Class Counsel.

Pursuant to Missouri Rule of Civil Procedure 52.08(e), the Court finds that giving notice is justified. The Court finds that it will likely be able to approve the proposed Settlement as fair, reasonable, and adequate. The Court also finds that it will likely be able to certify the Settlement Class for purposes of judgment on the Settlement because it meets all of the requirements of Rule 52.08(a) and the requirements of Rule 52.08(b)(3). Specifically, the Court finds for settlement purposes that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are issues of law and fact that are common to the Settlement Class; (c) the claims of the Class Representatives are typical of and arise from the same operative facts and the Class Representatives seek similar relief as the claims of the Settlement Class Members; (d) the Class Representatives will fairly and adequately protect the interests of the Settlement Class as the Class Representatives have no interests antagonistic to or in conflict with the Settlement Class and has retained experienced and competent counsel to prosecute this Litigation on behalf of the Settlement Class; (e) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members; and (f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this Litigation.

2. **Settlement Class Representatives and Settlement Class Counsel.** The Court finds that Plaintiff Jane Doe, as well as class representative John Doe , will likely satisfy the

requirements of Rule 52.08(a)(4) and should be appointed as the Class Representatives. Additionally, the Court finds that CohenMalad LLP, Stranch, Jennings & Garvey PLLC, and Strauss Borelli, LLP should be appointed as Class Counsel.

3. **Preliminary Settlement Approval.** Upon preliminary review, the Court finds the Settlement is fair, reasonable, and adequate to warrant providing notice of the Settlement to the Settlement Class and accordingly is preliminarily approved. In making this determination, the Court has considered the monetary and non-monetary benefits provided to the Settlement Class through the Settlement, the good faith, arms' length negotiations between the Parties and absence of any fraud or collusion in the Settlement, the complexity, expense, and likely duration of the litigation, the stage of the proceedings and the amount of discovery completed, the probability of the Plaintiff's success on the merits, the range of possible recovery, the opinions of class counsel and class representatives, the specific risks faced by the Settlement Class in prevailing on their claims, effectiveness of the proposed method for distributing relief to the Settlement Class, the proposed manner of allocating benefits to Settlement Class Members, that the Settlement treats the Settlement Class Members equitably, and all of the other factors required by Rule 52.08 and relevant case law.

4. **Jurisdiction.** The Court has subject matter jurisdiction and personal jurisdiction over the parties before it, including specifically the nationwide settlement class. *See Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 811-12 (1985). Additionally, venue is proper in this county because a substantial part of the events or omissions giving rise to Plaintiff's claims occurred in this county.

5. **Final Approval Hearing.** A Final Approval Hearing shall be held on November 21, 2025, at 9:00 a.m. at 10 N. Tucker Blvd., St. Louis, Missouri, 63101

[REDACTED], where the Court will determine, among other things, whether: (a) this Litigation should be finally certified as a class action for settlement purposes pursuant to Missouri Rule of Civil Procedure 52.08(a) and (b)(3); (b) the Settlement should be approved as fair, reasonable, and adequate, and finally approved pursuant to Missouri Rule of Civil Procedure 52.08(e); (c) this Litigation should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members (who have not timely and validly excluded themselves from the Settlement) should be bound by the releases set forth in the Settlement Agreement; (e) the application of Class Counsel for an award of Attorneys' Fees, Costs, and Expenses should be approved pursuant to Missouri Rule of Civil Procedure 52.08 (d)(5); and (f) the application of the Class Representatives for Service Awards should be approved.

6. **Settlement Administrator.** The Court appoints Epiq as the Settlement Administrator, with responsibility for class notice and settlement administration. The Settlement Administrator is directed to perform all tasks the Settlement Agreement requires. The Settlement Administrator's fees will be paid pursuant to the terms of the Settlement Agreement.

7. **Notice.** The proposed notice program set forth in the Settlement Agreement and the Notices and Claim Form attached to the Settlement Agreement as **Exhibits A, C, and D** are hereby approved. Non-material modifications to these Exhibits may be made by the Settlement Administrator in consultation and agreement with the Parties, and without further order of the Court.

8. **Findings Concerning Notice.** The Court finds that the proposed form, content, and method of giving Notice to the Settlement Class as described in the Notice program and the Settlement Agreement and its exhibits constitute the best practicable notice under the circumstances, including individual notice to all members who can be identified through

reasonable effort, as directed by the Court. See Rule 52.08(c)(2), (e). Pursuant to Missouri Rule of Civil Procedure 52.08(c)(2), the Notice describes procedures for making claims, objections, and requesting exclusion by a specified date; that the court will exclude the class member from the class if the member so requests by a specified date; described that the judgment, whether favorable or not, will include all members who do not request exclusion, and that any member who does not request exclusion may, if the member desires, enter an appearance through counsel. *See id.* Thus, the Notice meets all applicable requirements of law, including Missouri Rule of Civil Procedure 52.08(c); and (e) and meet the requirements of the Due Process Clause(s) of the United States and Missouri Constitutions. The Court further finds that the Notice provided for in the Settlement Agreement is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members.

The Settlement Administrator is directed to carry out the Notice program in conformance with the Settlement Agreement.

10. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded from the Settlement Class must individually sign and timely submit written notice of such intent to the designated Post Office box established by the Settlement Administrator in the manner provided in the Notice. The written notice must clearly manifest a Person's intent to be excluded from the Settlement Class. To be effective, such requests for exclusion must be postmarked no later than the Opt-Out Date, which is no later than thirty (30) days from the date on which the notice program is complete pursuant to ¶ 4.1(b) in the Settlement Agreement, and as stated in the Notice.

In the event that within seven (7) days after the Opt-Out Date as approved by the Court, there have been more than one thousand, five hundred (1,500) timely and valid Opt-Outs

(exclusions) submitted, Defendant may, by notifying Class Counsel and the Court in writing, void the Settlement Agreement. If Defendant voids the Settlement Agreement, Defendant will be obligated to pay all settlement expenses already incurred, excluding any attorneys' fees, costs, and expenses of Class Counsel and the Service Award to the Class Representatives and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation.

Within seven (7) days after the Opt-Out Date, the Settlement Administrator shall furnish to Class Counsel and to Defendant's counsel a complete list of all timely and valid requests for exclusion (the "Opt-Out List").

If a Final Order and Judgment is entered, all Persons falling within the definition of the Settlement Class who do not request to be excluded from the Settlement Class shall be bound by the terms of this Settlement Agreement and the Final Order and Judgment. All Persons who submit valid and timely notices of their intent to be excluded from the Settlement Class shall not receive any cash benefits of and/or be bound by the terms of the Settlement Agreement.

11. **Objections and Appearances.** A Settlement Class Member (who does not submit a timely written request for exclusion) desiring to object to the Settlement Agreement may submit a timely written notice of his or her objection by the Objection Date and as stated in the Notice. The Email Notice shall instruct Settlement Class Members who wish to object to the Settlement Agreement to file their objections with the Court and to mail copies to Class Counsel and Methodist's counsel. The Notice shall advise Settlement Class Members of the deadline for submission of any objections—the "Objection Date." Any such notices of an intent to object to the Settlement Agreement must be written and must include all of the following: (i) the objector's full name, address, telephone number, and e-mail address (if any); (ii) information identifying the

objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of notice); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (iv) the identity of any and all counsel representing the objector in connection with the objection; (v) a statement as to whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; (vi) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation); and (vii) a list, by case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement within the last three (3) years.

To be timely, written notice of an objection in the appropriate form must contain the case name and docket number *Jane Doe v. SSM Health Care Corporation d/b/a SSM Health*, Case No. 222-CC10014-01 and must be filed with the Clerk of Court by the Objection Date, which is no later than sixty (60) days from the date on which notice program is complete pursuant to ¶ 4.1(b) in the Settlement Agreement, and served concurrently therewith upon Class Counsel and SSM's Counsel, postmarked by the Objection Date, established by this Preliminary Approval Order and as stated in the Notice.

Any Settlement Class Member who fails to comply with the requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Litigation. The provisions stated in ¶ 4 of the Settlement Agreement shall be the exclusive means for any challenge to the Settlement Agreement. Any challenge to the Settlement Agreement, or the Final Order and Judgment to be entered upon

final approval shall be pursuant to appeal under the Missouri Rules of Appellate Procedure and not through a collateral attack.

12. **Claims Process.** Settlement Class Counsel and Defendant have created a process for Settlement Class Members to claim benefits under the Settlement. The Court preliminarily approves this process and directs the Settlement Administrator to make the Claim Form or its substantial equivalent available to Settlement Class Members in the manner specified in the Notice.

The Settlement Administrator will be responsible for effectuating the claims process.

Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirement and procedures specified in the Notice and the Claim Form. If the Final Order and Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Final Order and Judgment, including the releases contained therein.

13. **Termination of Settlement.** This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing before the Court entered this Preliminary Approval Order and before they entered the Settlement Agreement, if: (a) the Court does not enter this Preliminary Approval Order; (b) Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement; or (c) there is no Effective Date. In such event, (i) the Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled Litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or

Party's counsel; (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and (iii) any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*.

14. **Use of Order.** This Preliminary Approval Order shall be of no force or effect if the Final Order and Judgment is not entered or there is no Effective Date and shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, or liability. Nor shall this Preliminary Approval Order be construed or used as an admission, concession, or declaration by or against the Class Representatives or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claims they may have in this Litigation or in any other lawsuit.

15. **Continuance of Hearing.** The Court reserves the right to adjourn or continue the Final Fairness Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement Website maintained by the Settlement Administrator. The Court may approve the Settlement, with such modifications as may be agreed upon by the Parties, if appropriate, without further notice to the Settlement Class.

16. **Stay of Litigation.** All proceedings in the Litigation, other than those related to approval of the Settlement Agreement, are hereby stayed. Further, any actions brought by Settlement Class Members concerning the Released Claims are hereby enjoined and stayed pending Final Approval of the Settlement Agreement.

17. **Schedule and Deadlines.** The Court orders the following schedule of dates for the specified actions/further proceedings:

| <b><u>Event</u></b>  | <b><u>Deadline</u></b>   |
|--|--|
| Defendant Provides Class Member Information To Settlement Administrator                                | Within 10 Days Of Entry Of Preliminary Approval Order  |
| Deadline For Settlement Administrator To Begin Sending Short Form Notice (By Email)                    | Within Thirty (30) Days Of Entry Of Preliminary Approval Order (the “Notice Date”)                         |
| Motion for Attorneys’ Fees, Costs, Expenses, and Service Award to Be Filed by Settlement Class Counsel | At Least 14 Days Prior To Opt-Out/Objection Dates  |
| Opt-Out/Objection Date Deadlines   | 30 Days After Notice Date  |
| Settlement Administrator Provides Parties With List Of Timely, Valid Opt-Outs                          | 10 Days After Opt-Out Date   |
| Claims Deadline  | 60 Days After Notice Date  |
| Motion For Final Approval To Be Filed By Class Counsel   | At Least 14 Days Prior To Final Approval Hearing   |
| Final Approval Hearing   | <b>November 21, 2025 at 9:00 a.m.</b><br>No Earlier Than 60 Days After Entry Of Preliminary Approval Order |

**DONE AND ORDERED** on this \_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
JUDGE