

**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

PLAINTIFF’S UNOPPOSED MOTION FOR FINAL APPROVAL

Before the Court is Plaintiff’s Unopposed Motion for Final Approval of the Class Action Settlement.

Having reviewed and considered the Settlement Agreement, the Unopposed Motion for Final Approval of Class Action Settlement, and all supporting papers, and having conducted a Final Approval Hearing, the Court makes the following findings and grants the relief set forth below approving the Settlement upon the terms and conditions set forth in this Final Order and Judgment.

THE COURT not being required to conduct a trial on the merits of the case or determine with certainty the factual and legal issues in dispute when determining whether to approve a proposed class action settlement; and

THE COURT makes the findings and conclusions hereinafter set forth for the limited purpose of determining whether the Settlement should be approved as being fair, reasonable, adequate and in the best interests of the Settlement Class, for settlement purposes only.

IT IS ORDERED that:

1. The Settlement does not constitute an admission of liability by Defendant, and the Court expressly does not make any finding of liability or wrongdoing by Defendant.

2. The Court, for the purposes of this Final Order and Judgment, adopts the defined terms as forth in the Settlement Agreement for any term not otherwise defined herein.

3. On September 2, 2025, the Court entered an order, which among other things: (a) provisionally certified a Settlement Class in this matter for settlement purposes only, including defining the Settlement Class, (b) appointed John Doe and Plaintiff Jane Doe as Class Representatives; (c) Settlement Class Counsel; (d) preliminarily approved the Settlement; (e) approved and appointed the Settlement Administrator; (f) approved the Notice to the Settlement Class, including approval of the form and manner of notice under the Notice Program set forth in the Settlement Agreement; and (g) set deadlines for opt-outs and objections. The Court further set the date for the Final Approval Hearing for November 21, 2025, at 9:00 a.m.

4. In the Order Granting Preliminary Approval of Class Action Settlement, pursuant to Missouri Rule of Civil Procedure 52, for settlement purposes only, the Court certified the 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.

5. The Settlement Class specifically excludes: (1) any judge presiding over this Action, 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.

6. The Court, having reviewed the terms of the Settlement Agreement submitted by the parties pursuant to Missouri Rule of Civil Procedure 52, grants final approval of the Settlement Agreement and defines the Settlement Class as defined therein and in the Preliminary Approval Order and finds that the settlement is fair, reasonable, and adequate and meets the requirements of Rule 52.

7. The terms of the Settlement Agreement are fair, reasonable, and adequate and are hereby finally approved, adopted, and incorporated by the Court. The Parties, their respective attorneys, and the Settlement Administrator are hereby directed to consummate the Settlement in accordance with this Final Order and Judgment and the terms of the Settlement Agreement.

8. Notice of the Final Approval Hearing has been provided to Settlement Class Members as directed by this Court's Orders, and a declaration of the Settlement Administrator's compliance with the Notice Program has been filed with the Court.

9. The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Missouri Rule of Civil Procedure 52. The Court finds that the notice program was reasonably calculated to, and did, provide due and sufficient notice to the Settlement Class of the pendency of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and their rights to object to and appear at the Final Approval Hearing or to exclude themselves from the Settlement, and satisfied the requirements of the Missouri Court Rules, the United States Constitution, and all other applicable law. Indeed, Direct notice was successfully delivered to approximately 99% of Class Members via email and/or mail.

10. The Court readopts and incorporates by reference its preliminary conclusions as to the satisfaction of Missouri Rule of Civil Procedure 52 as set forth in the Preliminary Approval Order. The Court notes that because this certification of the Settlement Class is in connection with the Settlement Agreement rather than litigation, the Court need not address any issues of manageability that may be presented by certification of the Settlement Class in the Settlement Agreement.

11. As of the final date of the Opt-Out Deadline, October 27, 2025, thirty-two (32) Settlement Class Member have submitted timely and valid requests for exclusion from the Settlement Class, attached to the Declaration of Settlement Administrator and incorporated herein. Those persons are not bound by this Final Order and Judgment, as set forth in the Settlement Agreement.

12. There were two (2) timely objections filed by Settlement Class Members and three untimely objections—two being identical. The Court has considered all objections and they are overruled.

13. The Court has considered all the documents filed in support of the Settlement, and has fully considered all matters raised, all exhibits and affidavits filed, all evidence received at the Final Approval Hearing, all other papers and documents comprising the record herein, and all oral arguments presented to the Court.

14. Pursuant to the Settlement Agreement, Settlement Class Counsel, Defendant's Counsel, and the Settlement Administrator shall implement the Settlement in the manner and time frame as set forth therein. Pursuant to the Settlement Agreement, Plaintiff and the Settlement Class Members are deemed to have completely and unconditionally released, forever discharged, and acquitted the Released Parties from all Released Claims, including Unknown Claims, as set forth

and defined in the Settlement Agreement. Plaintiff and Settlement Class Members are further barred and permanently enjoined from asserting, instituting, or prosecuting, either directly or indirectly, the Released Claims. The full terms of the Releases described herein are set forth fully in the Settlement Agreement, and the Releases are hereby approved and incorporated by reference.

15. Released Claims shall not include the right of any Settlement Class Member or the Released Parties to enforce the terms of the Settlement contained in the Settlement Agreement and shall not include the claims of those persons identified in the Declaration—who have timely and validly requested exclusion from the Settlement Class.

16. Upon the Effective Date, each Settlement Class Member who did not timely and validly excluded themselves from the Settlement, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims as against all Released Parties. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member who has not timely and validly excluded himself or herself from the Settlement, including Plaintiff, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than participation in the settlement as provided herein) in which any of the Released Claims is asserted.

17. Upon the Effective Date, Defendant shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged Plaintiff, each and all of the Settlement Class Members, and Settlement Class Counsel of all claims based on or arising out of the institution, prosecution, assertion, settlement, or resolution of the Action or the Released Claims, except for enforcement of the Settlement Agreement and except as to

Settlement Class Members who submitted a timely and valid Request for Exclusion from the Settlement.

18. The Court affirms its appointment of Plaintiff as Class Representative. The Court concludes that the Class Representative has fairly and adequately represented the Settlement Class and will continue to do so.

19. Pursuant to the Settlement Agreement, the Court approves \$3,500 Incentive Awards to the Class Representatives. Defendant shall make such payment in accordance with the terms of the Settlement Agreement.

20. The Court affirms its appointment of CohenMalad LLP, Stranch, Jennings & Garvey PLLC, Strauss Borrelli PLLC, and Ahmad, Zavitsanos & Mensing, PLLC, as Class Counsel.

21. This Final Order and Judgment and the Settlement Agreement, and all acts, statements, documents, or proceedings relating to the Settlement Agreement are not, and shall not be construed as, used as, or deemed to be evidence of, an admission by or against Defendant of any claim, any fact alleged in the Action, any fault, any wrongdoing, any violation of law, or any liability of any kind on the part of Defendant's or of the validity or certifiability for litigation of any claims that have been, or could have been, asserted in the Action. This Final Order and Judgment, the Settlement Agreement, and all acts, statements, documents, or proceedings relating to the Settlement Agreement shall not be offered or received or be admissible in evidence in any action or proceeding, or be used in any way as an admission or concession or evidence of any liability or wrongdoing of any nature or that Plaintiff, any Settlement Class Member, or any other person has suffered any damage; provided, however, that the Settlement Agreement and this Final Order and Judgment may be filed in any action by Defendant, Settlement Class Counsel, or

Settlement Class Members seeking to enforce the Settlement Agreement or the Final Order and Judgment (including, but not limited to, enforcing the releases contained herein). The Settlement Agreement and Final Order and Judgment shall not be construed or be deemed admissible as an admission by Defendant that Plaintiff's claims or any claims that were or could have been asserted in the Action are suitable for class treatment or any other litigation purpose. The Settlement Agreement's terms shall be forever binding on, and shall have res judicata, collateral estoppel, and all other preclusive effect in all pending and future causes of action, claims for relief, suits, demands, petitions, lawsuits, or other challenges or proceedings as to Released Claims and other prohibitions set forth in this Final Order and Judgment that are maintained by, or on behalf of, any Settlement Class Member or any other person subject to the provisions of this Final Order and Judgment.

22. If the Effective Date does not occur for any reason, this Final Order and Judgment and the Preliminary Approval Order shall be deemed vacated, and shall have no force and effect whatsoever; the Settlement Agreement shall be considered null and void; all of the Parties' obligations under the Settlement Agreement, the Preliminary Approval Order, and this Final Order and Judgment and 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 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*, and the Parties shall be restored to their respective positions in the Action, as if the Parties never entered into the Settlement Agreement (without prejudice to any of the Parties' respective positions on the issue of class certification or any other issue). In such event, the Parties will jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid undue prejudice.

23. Without affecting the finality of this Final Order and Judgment, the Court will retain jurisdiction over the subject matter and the Parties with respect to the interpretation and implementation of the Settlement Agreement for all purposes.

24. In accordance with Missouri Rule of Civil Procedure 52, this Final Order and Judgment resolves all claims against all parties in this Action and is a final order. There is no just reason to delay the entry of final judgment in this matter, and the Clerk is directed to file this Final Order and Judgment as the final judgment in this matter.

25. **Final Judgment and Dismissal.** Pursuant to the terms of the Settlement, it is hereby ORDERED AND ADJUDGED that this Action is hereby dismissed **with prejudice** on the merits, with each side to bear its own costs and attorneys' fees, except as provided under the terms of the Settlement. This is the FINAL JUDGMENT of the Court in this Action.

IT IS SO ORDERED this ___ day of _____, 2025.

Presiding Judge