

IN THE CIRCUIT COURT OF JASPER COUNTY
STATE OF MISSOURI

FILED
KIMBERLY CLINTON - CLERK

Jun 17 2026

JASPER COUNTY CIRCUIT
COURT

SAMUEL R. CARTER, et al.,

Plaintiffs,

v.

MERCY HEALTH, et al.,

Defendants.

Case No. 23AO-CC00118

Division No. 3

FINAL APPROVAL ORDER AND JUDGMENT

WHEREAS, Plaintiff/Class Representative Samuel R. Carter, on behalf of himself and the Humana Class (defined below) and the Aetna Class (defined below), and Defendants Mercy Health, Mercy Network, LLC, MHM Support Services, Mercy Health Springfield Communities, Mercy Health East Communities, and Mercy Health Southwest Missouri/Kansas Communities (sued as “Mercy Health Southwest Missouri/Kansas Communities and Joplin, Missouri”) (collectively, “Defendants” or “Mercy”), by their respective counsel, entered into the Class Action Settlement Agreement (the “Settlement Agreement”);

WHEREAS, Plaintiff/Class Representative and Defendants applied pursuant to Missouri Rule of Civil Procedure 52.08 for an order preliminarily approving the proposed settlement and preliminarily approving the form and plan of notice and distribution as set forth in the Settlement Agreement;

WHEREAS, this Court previously certified the following classes (the “Classes”):

Humana Class:

All Missouri citizens who were non-employee primary care physicians who the Mercy Defendants included as network providers in connection with the Humana managed care and value-based contracts who have a net-positive total of Humana shared savings payment amounts, care coordination fee amounts, and quality payment amounts attributable to them during the period from January 1, 2016 through July 9, 2025.

Excluded from the Class Members are Defendants, any entity in which Defendants have a controlling interest, any of the officers, directors, or employees of the Defendants, the legal representatives, heirs, successors, and assigns of the Defendants, anyone employed with Plaintiff's counsels' firms, any Judge to whom this case is assigned, and his or her immediate family. Also excluded from the class are any physicians who are subject to a valid and enforceable arbitration agreement with the Mercy Defendants.

Aetna Class:

All Missouri citizens who were non-employee primary care physicians who the Mercy Defendants included as network providers in connection with the Aetna managed care and value-based contracts during the period from January 1, 2014 through 2023.

Excluded from the Class Members are Defendants, any entity in which Defendants have a controlling interest, any of the officers, directors, or employees of the Defendants, the legal representatives, heirs, successors, and assigns of the Defendants, anyone employed with Plaintiff's counsels' firms, any Judge to whom this case is assigned, and his or her immediate family. Also excluded from the class are any physicians who are subject to a valid and enforceable arbitration agreement with the Mercy Defendants.

Excluded from the Classes is anyone who has submitted a timely request to be excluded from the Classes. After accounting for all such exclusions, the final Aetna Class Members (and Aetna Settlement Class Members) are listed in Exhibit 1 to this Final Approval Order and Judgment, and the final Humana Class Members (and Humana Settlement Class Members) are listed in Exhibit 2 to this Final Approval Order and Judgment.

WHEREAS, on March 11, 2026, the Court entered an order preliminarily approving the Settlement Agreement, approving the forms of notice of the Settlement Agreement to the members of the Classes, directing that appropriate notice of the Settlement Agreement be given to the Classes, and scheduling a hearing on final approval (the “Preliminary Approval Order”);

WHEREAS, in accordance with the Settlement Agreement and the Preliminary Approval Order: (1) the Settlement Administrator caused the Notice to be mailed by United States First Class Mail to the members of the Classes; and (2) the affidavit of notice filed with this Court by Class Counsel demonstrates compliance with the Preliminary Approval Order with respect to the mailed notice and, further, that the best notice practicable under the circumstances was, in fact, given;

WHEREAS, Class Counsel filed with the Court a listing of the names of the Class Members who submitted valid requests for exclusion from the Classes;

WHEREAS, on June 17, 2026, this Court held a hearing on whether the Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Classes (the “Final Approval Hearing”); and

WHEREAS, based upon the foregoing, having heard the statements of Class Counsel and Defendants’ Counsel, and of such persons as chose to appear at the Final Approval Hearing; having considered all of the files, records, and proceedings in the Lawsuit, the benefits to the Class Members under the Settlement Agreement and the risks, complexity, expense, and probable duration of further litigation; and being fully advised in the premises;

THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED

AS FOLLOWS:

1. Terms capitalized herein and not otherwise defined shall have the meanings ascribed to them in the Settlement Agreement. The Settlement Agreement, including Exhibits thereto, is expressly incorporated by reference into this Final Approval Order and Judgment and made a part hereof for all purposes.

2. This Court has jurisdiction over the subject matter of this Lawsuit and jurisdiction over the Class Representative, the Class Members, and Defendants in this case (the “Parties”).

3. The Court hereby adopts and reaffirms the findings and conclusions set forth in the Preliminary Approval Order, including its findings under Rule 52.08 of the Missouri Rules of Civil Procedure. The Court hereby finally certifies Classes defined in the Settlement Agreement and Preliminary Approval Order.

4. The Class Representative and Class Counsel have fairly and adequately represented the interests of the Classes in connection with the Settlement Agreement.

5. The Settlement Agreement is the product of good faith, arm’s-length negotiations by the Class Representative and Class Counsel and Defendant and Defendants’ Counsel, and the Classes and Defendants were represented by capable and experienced counsel.

6. The form, content, and method of dissemination of the notice mailed to Class Members were adequate and reasonable, constituted the best notice practicable under the

circumstances, and satisfied the requirements of Missouri Rule of Civil Procedure 52.08 and Due Process.

7. The Settlement Agreement is fair, reasonable, and adequate and in the best interests of the Classes and is approved in all respects. The Court hereby directs the Class Representative, the Classes, Class Counsel, Defendants, and Defendants' Counsel to effectuate the Settlement Agreement according to its terms.

8. Pursuant to Rule 52.08 (h) of the Missouri Rules of Civil Procedure and having considered the briefing submitted, the Court hereby awards Class Counsel reasonable attorney's fees in the amount of \$5,000,000.00 and expenses in the amount of \$393,053.78. The Court awards the Class Representative a service and incentive award in the amount of \$125,000.00. The attorneys' fees and expenses are based on the factors identified in the applicable law and in the submitted briefing.

9. The Settlement Agreement provides for certain benefits to Settlement Class Members. The Court approves those benefits and approves the distribution plan for the Settlement Funds set forth in the Settlement Agreement, and the Parties are authorized to implement distribution of the Settlement Funds after deductions for fees, expenses, costs, and service awards as approved by the Court.

10. The Court shall have continuing jurisdiction over the Settlement Funds.

11. Upon the occurrence of the Effective Date of the Settlement Agreement, the Class Representative and the Settlement Class Members release and forever discharge Mercy and its predecessors, successors, assigns, affiliates, parents, subsidiaries, insurers, members, and current and former officers, directors, employees, attorneys, and agents from

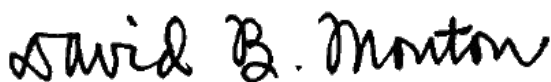
all past and present known and unknown claims, demands, damages, causes of action, or suits seeking damages or other legal or equitable relief arising out of or in any way related to the claims or allegations that have been asserted in the Lawsuit or concerning any risk sharing payments, gain sharing payments, shared savings payments, care coordination fees, care management fees, management fees, bonus payments, quality payments, quality care payments, value payments, physician reward program payments, model practice reward program payments, or any other type of value-based or incentive compensation.

12. The Lawsuit is hereby dismissed with prejudice and without assessment of costs or attorneys' fees against any party except as provided in the Settlement Agreement and Court order.

13. The Court hereby declares that the Settlement Agreement is binding on all parties and Class Members, and it is to be preclusive in all pending and future lawsuits or other proceedings.

14. This Order is a final judgment because it disposes of all claims against all parties to this Lawsuit. The Court retains jurisdiction over the Settlement Agreement, the parties to the Settlement Agreement, and all matters relating to the administration and enforcement of the Settlement Agreement.

IT IS SO ORDERED.



Circuit Judge

June/17/2026

Date