

IN THE CIRCUIT COURT OF JASPER COUNTY
STATE OF MISSOURI

SAMUEL R. CARTER, et al.,

Plaintiffs,

v.

MERCY HEALTH, et al.,

Defendants.

Case No. 23AO-CC00118

Division No. 3

CLASS ACTION SETTLEMENT AGREEMENT

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”) enter into this Class Action Settlement Agreement (the “Settlement Agreement”) on the following agreed terms:

RECITALS

1. On May 1, 2023, Plaintiff filed his original petition against Mercy Health Springfield Communities in the Circuit Court of Jasper County, Missouri (the “Court”), which was assigned case number 23AO-CC00118 (the “Lawsuit”).

2. On July 14, 2023, Plaintiff filed his Amended Petition - Class Action against all of the Defendants (Mercy). Plaintiff asserted claims against Mercy for breach of fiduciary duty, breach of contract, unjust enrichment, and promissory estoppel related to his Network Affiliation Agreement with Mercy, his participation in the Mercy provider network, and Mercy’s managed care contracts with third-party payors.

3. Mercy filed its answer and defenses to Plaintiff’s Amended Petition – Class Action. Mercy denied that Plaintiff was entitled to any relief and asserted numerous defenses.

4. The parties engaged in extensive discovery regarding the claims and defenses asserted in the Lawsuit. Discovery included interrogatories, requests for admission, requests for production of documents, the production of voluminous documents, and numerous depositions of various fact and expert witnesses.

5. On July 10, 2025, the Court certified two classes in the Lawsuit, a “Humana Class” and an “Aetna Class.” On October 17, 2025, the Court amended the definitions of the Humana Class and the Aetna Class.

6. On October 17, 2025, the Court granted Plaintiff’s motion for leave to amend to add a claim for punitive damages to the claim for breach of fiduciary duty. That same day, Plaintiff filed his Second Amended Petition – Class Action, which asserts class claims against Mercy for breach of fiduciary duty, breach of contract, unjust enrichment, and promissory estoppel related to the class members’ Network Affiliation Agreements with Mercy, the class members’ participation in the Mercy provider network, and Mercy’s managed care contracts with third-party payors.

7. On October 27, 2025, Mercy filed its answer and defenses to Plaintiff’s Second Amended Petition – Class Action. Mercy denied that Plaintiff or the class members are entitled to any relief and asserted numerous defenses.

8. In December 2025, the parties engaged in settlement negotiations. On January 9, 2026, the parties participated in an all-day mediation before mediator Ron Mitchell and reached a settlement in principle, subject to Court approval of a formal settlement agreement.

9. Class Counsel believe the settlement set forth in this Settlement Agreement confers substantial benefits upon the Settlement Class Members in light of the totality of the circumstances.

Based on their evaluation, Class Counsel have determined that the settlement set forth in this Settlement Agreement is in the best interests of the Plaintiff and the Settlement Class Members, and is fair, reasonable, and adequate.

DEFINITIONS

10. “Aetna Class” means:

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.

11. “Aetna Class Member” means anyone who is a member of the Aetna Class who did not previously submit a timely request to be excluded from the Aetna Class, as provided by the Court’s October 17, 2025 Order Granting Plaintiffs’ Motion to Approve and Disseminate Class Notice. The current Aetna Class Members are listed in Exhibit A to this Settlement Agreement.

12. “Aetna Settlement Class” means the Aetna Settlement Class Members.

13. “Aetna Settlement Class Member” means any Aetna Class Member who does not timely request to be excluded from the Aetna Class, as provided by the Preliminary Approval Order, and is not otherwise excluded by the Court from the Aetna Class.

14. “Aetna Settlement Class Member’s Percentage” means the amount of the Aetna Class Member’s claimed damages as stated in Column N of Schedule 3.1.1 of the Damages Analysis, divided by \$7,853,093.27.

15. “Aetna Settlement Fund” means the sum of \$3,000,000.00.

16. “Classes” means the Humana Class and the Aetna Class.
17. “Class Counsel” means the law firms Boulware Law LLC and White, Graham, Buckley & Carr L.L.C.
18. “Class Member” means a Humana Class Member or an Aetna Class Member.
19. “Class Representative” means Plaintiff Samuel R. Carter.
20. “Court” means the Circuit Court of Jasper County, Missouri.
21. “Damages Analysis” means the updated damages analysis prepared by Plaintiff’s expert, Craig Schulman, on or about October 29, 2025, in which the claimed damages of each Class Member was calculated.
22. “Defendants” and “Mercy” each mean 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”).
23. “Defendants’ Counsel” and “Mercy’s Counsel” each mean Thompson Coburn LLP.
24. “Effective Date” shall be 41 days after the entry of the Final Approval Order and Judgment provided that: (a) no motion to amend or vacate the Final Approval Order and Judgment is filed within 30 days after entry of the Final Approval Order and Judgment; and (b) no appeals are taken from the Final Approval Order and Judgment. If a motion to amend or vacate the Final Approval Order and Judgment is filed within 30 days after entry of the Final Approval Order and Judgment and the motion is denied, then the “Effective Date” shall be 11 days after the motion is denied provided that no appeals are taken from the Final Approval Order and Judgment. If a motion to amend or vacate the Final Approval Order and Judgment is filed within 30 days after entry of the Final Approval Order and Judgment and the Final Approval Order and Judgment is amended

to any extent, then the “Effective Date” shall be as provided in the first sentence of this paragraph. If any appeals are taken from the Final Approval Order and Judgment, then the “Effective Date” shall be 16 days after all such appeals are finally resolved by the Missouri Court of Appeals and/or the Missouri Supreme Court with the Final Approval Order and Judgment still in effect.

25. “Execution Date” means the latest date on which the Settlement Agreement has been fully executed by the Class Representative, Class Counsel, Mercy, and Mercy’s Counsel.

26. “Final Approval Hearing” means the hearing that the Court will conduct to consider whether to grant final approval to this Settlement Agreement, which the parties anticipate being approximately 90 days after the Notice Date.

27. “Final Approval Order and Judgment” means the proposed Final Approval Order and Judgment, substantially in the form of Exhibit F.

28. “Humana Class” means:

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.

29. “Humana Class Member” means anyone who is a member of the Humana Class who did not previously submit a timely request to be excluded from the Humana Class, as provided by the Court’s October 17, 2025 Order Granting Plaintiffs’ Motion to Approve and Disseminate

Class Notice. The current Humana Class Members are listed in Exhibit B to this Settlement Agreement.

30. “Humana Settlement Class” means the Humana Settlement Class Members.

31. “Humana Settlement Class Member” means any Humana Class Member who does not timely request to be excluded from the Humana Class, as provided by the Preliminary Approval Order, and is not otherwise excluded by the Court from the Humana Class.

32. “Humana Settlement Class Member’s Percentage” means the amount of the Humana Class Member’s claimed damages as stated in Column M of Schedule 2.1 of the Damages Analysis, divided by \$10,792,451.78.

33. “Humana Settlement Fund” means the sum of \$12,000,000.00.

34. “Lawsuit” means Case Number 23AO-CC00118 in the Circuit Court of Jasper County, Missouri.

35. “Net Aetna Settlement Fund” means the monies remaining in the Aetna Settlement Fund after the payment from the Aetna Settlement Fund of 20% of: (a) the attorneys’ fees, expenses, costs approved by the Court; (b) the Class Representative’s service award approved by the Court; and (c) the Settlement Administrator’s fees, expenses, and costs.

36. “Net Humana Settlement Fund” means the monies remaining in the Humana Settlement Fund after the payment from the Humana Settlement Fund of 80% of: (a) the attorneys’ fees, expenses, costs approved by the Court; (b) the Class Representative’s service award approved by the Court; and (c) the Settlement Administrator’s fees, expenses, and costs.

37. “Net Settlement Funds” means the Net Humana Settlement Fund and the Net Aetna Settlement Fund.

38. “Notice” means the proposed notice to be sent to the members of the Classes by direct mail substantially in the form of Exhibit C and as approved by the Court.

39. “Notice Date” means the date on which the Settlement Administrator first mails notice pursuant to paragraph 46 of the Settlement Agreement.

40. “Petition” means Plaintiffs’ Second Amended Petition – Class Action in the Lawsuit.

41. “Preliminary Approval Order” means the proposed Preliminary Approval Order, substantially in the form of Exhibit E.

42. “Settlement Administrator” means the qualified third party selected by the parties and approved by the Court in the Preliminary Approval Order to administer the settlement, including providing notice, processing opt-outs and otherwise complying with the terms and conditions of this Settlement Agreement and the Court’s Preliminary Approval Order. The parties agree to recommend that the Court appoint RG/2 Claims Administration LLC as the Settlement Administrator. If RG/2 Claims Administration LLC becomes unable to fulfill that role, the parties may recommend a different proposed Settlement Administrator.

43. “Settlement Class Members” means the Humana Settlement Class Members and the Aetna Settlement Class Members.

44. “Settlement Funds” means the Humana Settlement Fund and the Aetna Settlement Fund.

PROCEDURE FOR APPROVAL OF SETTLEMENT AGREEMENT

Preliminary Approval of the Settlement Agreement by the Court

45. The Class Representative shall move the Court to enter the Preliminary Approval Order, and Mercy will not oppose that motion provided that the motion is consistent with the terms of the Settlement Agreement. Class Counsel will provide Mercy’s Counsel with a draft of the

motion in advance of filing, and Mercy's Counsel will have adequate opportunity to review and provide suggested edits. Mercy retains the right to oppose the motion if Mercy's suggested edits to the motion are not adopted after the parties' good faith efforts to come to an agreement on the final language of the motion.

Notice to Class Members of Preliminary Approval

46. Within 30 days of the Preliminary Approval Order, or within such other time as may be ordered by the Court, the Settlement Administrator shall mail the Notice to each Class Member at the Class Member's last known address. If any Notice is returned as undeliverable with a forwarding address, then the Settlement Administrator shall cause the Notice to be forwarded by mail to the listed forwarding address. If any Notice is returned as undeliverable without a forwarding address, the Settlement Administrator shall attempt to locate a forwarding address by utilizing reasonable and customary means to do so, and in addition, Class Counsel shall attempt to contact the Class Member's office to obtain the Class Member's address and, if successful, the Settlement Administrator shall mail the Notice to the Class Member at the Class Member's address.

47. Before filing of the motion seeking preliminary approval of the Settlement Agreement, the Settlement Administrator shall provide to Class Counsel a written declaration in a form that is appropriate for submission to the Court describing the notice to be provided to the Class Members as set forth in this Settlement Agreement and on the Notice attached hereto as Exhibit C, together with a written explanation supporting the adequacy and appropriateness of the notice under Missouri Rule of Civil Procedure 52.08 and any other applicable law.

Settlement Website

48. Within thirty (30) days after entry of the Preliminary Approval Order, but no later than the Notice Date, the Settlement Administrator shall maintain an operating website that: (i) contains downloadable copies of the Preliminary Approval Order, the Notice, the Settlement Agreement, and, when filed, Class Counsel's motions for attorneys' fees, costs, and for incentive awards for the Class Representative; and (ii) will post any subsequent notices approved by the Court. This website shall be referred to as the "Settlement Website."

Right of Class Members to Opt Out

49. Any Class Member may be excluded from the Classes by mailing, emailing, or faxing to the Settlement Administrator a written request for exclusion that is postmarked (for mailing) or transmitted (for email or fax) no later than 60 days after the Notice Date ("Exclusion Deadline"). After the Exclusion Deadline, Class Counsel shall promptly file with the Court a listing of all persons who requested exclusion. Class Members who fail to submit a valid and timely request for exclusion on or before the Exclusion Deadline or the date otherwise specified in the Court's Preliminary Approval Order shall be bound by all terms of this Settlement Agreement and the Final Approval Order and Judgment.

50. The request to be excluded from the Humana Class and/or the Aetna Class must include the Class Member's name, address, and telephone number and provide a clear statement communicating that the Class Member elects to be excluded from the settlement and elects to be excluded from any judgment entered pursuant to the Settlement Agreement.

Right of Class Members to Object

51. Class Members who have not excluded themselves may object to the Settlement Agreement by filing with the Court, and serving on Class Counsel and Defendants' Counsel, a written objection postmarked no later than 60 days after the Notice Date ("Objection Deadline").

52. All objections must include the Class Member's full name, current address, telephone number, a written statement setting forth all the bases for the objection accompanied by any evidence that the Class Member intends to offer in support of any objection, a statement of whether the Class Member intends to appear at the fairness hearing on the Class Member's own behalf or through counsel, and a list of all cases in which the objector or the objector's counsel has objected to a class action settlement in the last five years. If the Class Member intends to call witnesses at the Final Approval Hearing, any such witness must be identified to Class Counsel, Defendants' Counsel, and the Court at least seven days before the Final Approval Hearing, including by providing each such witness's name, address and telephone number. Objections must be signed by the Class Member or by the Class Member's counsel. Any Class Member who wishes to appear in person or by counsel at the Final Approval Hearing must file with the Court and serve on Class Counsel and Defendants' Counsel at least 15 days before the Final Approval Hearing a notice of their intent to appear. Any Class Member who fails to file and serve timely written objections in the manner specified herein shall be deemed to have waived all objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement Agreement.

Final Approval of the Settlement Agreement by the Court

53. On the date set forth in the Preliminary Approval Order, a Final Approval Hearing shall be conducted to determine final approval of the Settlement Agreement.

54. No later than ten days before the Final Approval Hearing, the Class Representative and Mercy must jointly file a motion with the Court to enter the Final Approval Order and Judgment. Class Counsel will provide Mercy's Counsel with a draft of the motion in advance of filing, and Mercy's Counsel will have adequate opportunity to review and provide suggested edits. Mercy retains the right to oppose the motion if Mercy's suggested edits to the motion are not

adopted after the parties' good faith efforts to come to an agreement on the final language of the motion.

55. No later than seven days before the Final Approval Hearing, the Settlement Administrator shall serve on Class Counsel a declaration verifying that the Notice required by this Settlement Agreement and Preliminary Approval Order has been completed in accordance with their terms, and provide a report stating: (i) the total number of notices mailed to the Class Members; and (ii) a list of the valid exclusion requests received by the Settlement Administrator pursuant to this Settlement Agreement, including the name and address of each member who validly requested exclusion.

BENEFIT TO CLASS MEMBERS

56. On the Effective Date, each Humana Settlement Class Member shall be entitled to receive payment in the amount of the Net Humana Settlement Fund multiplied by the Humana Settlement Class Member's Percentage. For any Humana Class Member who timely requests exclusion from the Humana Class, Mercy shall retain from the Net Humana Settlement Fund the amount of any payment to which the Humana Class Member would have been entitled under this paragraph if the Humana Class Member had not timely requested to be excluded from the Humana Class.

57. On the Effective Date, each Aetna Settlement Class Member shall be entitled to receive payment in the amount of the Net Aetna Settlement Fund multiplied by the Aetna Settlement Class Member's Percentage. For any Aetna Class Member who timely requests exclusion from the Aetna Class, Mercy shall retain from the Net Aetna Settlement Fund the amount of any payment to which the Aetna Class Member would have been entitled under this paragraph if the Aetna Class Member had not timely requested to be excluded from the Aetna Class.

58. No later than 14 days after the Effective Date, for each Settlement Class Member, Mercy shall deliver to Class Counsel a check made payable to the Settlement Class Member in the amount due to the Settlement Class Member. Class Counsel shall be responsible for mailing the settlement checks to the Settlement Class Members.

59. Each Settlement Class Member is solely responsible for the tax consequences of the settlement payment made to the Settlement Class Member.

Disposition of Unclaimed Funds

60. Any checks that are not cashed within 6 months of issuance or are returned as non-deliverable shall be reported to the Missouri State Treasurer's Office as unclaimed property in accordance with Missouri law.

RELEASES AND TERMINATION OF LAWSUIT

61. The Class Representative, the Settlement Class Members, and Mercy agree that all the Settlement Funds are apportioned to the claims in the Petition for breach of fiduciary duty, including actual damages and prejudgment interest.

62. On the Effective Date, the Class Representative, the Settlement Class Members, and Mercy stipulate to the dismissal of all claims in the Lawsuit with prejudice.

63. On the Effective Date, 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.

64. The Class Representative and Class Counsel represent to Mercy that they are not currently aware of any potential claims that the Class Representative or any Class Member may have against Mercy and were not asserted in the Lawsuit.

NO ADMISSION OF LIABILITY

65. Mercy is entering into this Settlement Agreement and agreeing to the form and content of the related documents solely to compromise and settle the claims brought in the Lawsuit and to avoid the expense and uncertainty of continued litigation in the Lawsuit. Neither this Settlement Agreement nor any of the related documents shall be construed as an admission of liability or any type of wrongdoing or misconduct or of any fault or fact whatsoever, and Mercy expressly denies any wrongdoing, misconduct, or liability in the Lawsuit.

ATTORNEYS' FEES, EXPENSES, AND COSTS AND CLASS REPRESENTATIVE SERVICE AWARD

Attorneys' Fees & Expenses

66. Class Counsel shall file a motion with the Court for consideration at the Final Approval Hearing seeking to be paid attorneys' fees of up to \$5,000,000.00, plus expenses and costs, from the Settlement Funds. Mercy agrees to take no position as to the amount of attorneys' fees of up to \$5,000,000.00, plus expenses and costs, that Class Counsel may seek. Any fees, costs, or expenses approved by the Court must be awarded and payable out of the Settlement Funds alone—with 80% payable out of the Humana Settlement Fund and 20% payable out of the Aetna Settlement Fund—and shall be paid to Class Counsel by Mercy within 7 days of the Effective Date.

Class Representative Service Award

67. Class Counsel, on behalf of the Class Representative, may apply to the Court for a service award of up to \$125,000.00 for the Class Representative. Mercy agrees to take no position as to the amount of the service award up to this limit. Any Class Representative service award approved by the Court must be awarded and payable out of the Settlement Funds alone—with 80% payable out of the Humana Settlement Fund and 20% payable out of the Aetna Settlement Fund—and shall be paid to Class Representative, through Class Counsel, by Mercy within 7 days of the Effective Date.

MISCELLANEOUS

Agreement to Effectuate This Settlement

68. The Class Representative, Class Counsel, Mercy, and Mercy's Counsel agree to undertake their best efforts to effectuate this Settlement Agreement, including: (i) all steps that may be appropriate or necessary to secure the Court's preliminary and final approvals and entry of the Preliminary Approval Order and the Final Approval Order and Judgment; (ii) all steps that may be appropriate or necessary to oppose any challenges to or appeals from the Court's orders approving the Settlement Agreement; and (iii) Class Representative and Class Counsel shall each provide a Form W-9 to Mercy's Counsel before receiving the payments set forth above.

Reservation of Rights If This Settlement Agreement Is Not Approved or Becomes Void

69. If this Settlement Agreement is not approved by the Court or if it becomes void, then all the parties to this Settlement Agreement shall be returned to the same position in the Lawsuit that they were in on the day before the Execution Date.

No Extraneous Public Statements About the Settlement

70. Other than the court filings, the Notice, and other communications to the Class Members necessary to effectuate the settlement, the Class Representative, the Settlement Class Members, and Class Counsel on the one hand, and Mercy and Mercy's Counsel on the other hand, shall not disparage each other, or make any public statements, about the Lawsuit or the settlement other than, if any of them is asked, they may provide the following statement: "The parties have reached a mutually acceptable resolution." Mercy's remedies for any breach of this paragraph by a Settlement Class Member shall be against only the breaching Settlement Class Member and shall not affect the validity of this Settlement Agreement as to the non-breaching Settlement Class Members.

Integration Clause

71. This Settlement Agreement, and all exhibits to it, constitute the entire agreement between the parties, can be modified only in writing, and constitute the entire agreement between the parties, and supersede any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they relate in any way to the subject matter of this Settlement Agreement. The Settlement Agreement is an integrated agreement, and no promise, inducement, or agreement separate from this Settlement Agreement has been made to the parties. The terms of this Settlement Agreement, and all exhibits to it, are binding upon and inure to the benefit of each of the parties and their respective successors, heirs, and assigns.

Execution in Counterparts

72. This Settlement Agreement may be executed in counterparts, and each counterpart, when executed, shall be deemed to be an original.

No Construction Against the Drafter

73. Each party has participated in negotiating and drafting this agreement through counsel, so if an ambiguity or question of intent or interpretation arises, this Settlement Agreement is to be construed as if the parties had drafted it jointly, as opposed to being construed against a party. Further, each party represents that they have each read this Settlement Agreement and are fully aware of and understand all of its terms and the legal consequences thereof. The parties represent that they have consulted or have had the opportunity to consult with and have received or have had the opportunity to receive advice from legal counsel in connection with their review and execution of this Settlement Agreement.

Choice of Law, Forum, and Stipulation to Jurisdiction

74. This Settlement Agreement, and all exhibits to it, shall be governed by the laws of the State of Missouri, and the parties to this Settlement Agreement stipulate that the Court has personal jurisdiction over them for purposes of administering, interpreting, and enforcing this Settlement Agreement. All proceedings relating to the administration, interpretation, and enforcement of this Settlement Agreement and related documents must be brought in the Court.


Court Approval

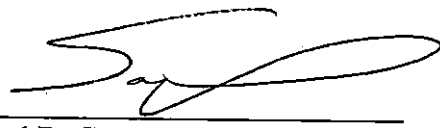
75. This Settlement Agreement requires approval by the Court to become effective.

SIGNATURES

CLASS COUNSEL

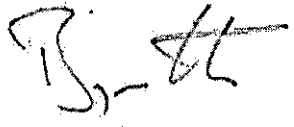
CLASS REPRESENTATIVE

By: 
Brandon Boulware
Boulware Law LLC


Samuel R. Carter

Dated: February 27, 2026

Dated: 2/27/2026

By: 
Bryan T. White
White, Graham, Buckley & Carr L.L.C.

Dated: February 27, 2026

**MERCY HEALTH, MERCY NETWORK,
LLC, MHM SUPPORT SERVICES,
MERCY HEALTH SPRINGFIELD
COMMUNITIES, MERCY HEALTH
EAST COMMUNITIES, AND MERCY
HEALTH SOUTHWEST
MISSOURI/KANSAS COMMUNITIES**

**COUNSEL FOR MERCY HEALTH,
MERCY NETWORK, LLC, MHM
SUPPORT SERVICES, MERCY
HEALTH SPRINGFIELD
COMMUNITIES, MERCY HEALTH
EAST COMMUNITIES, AND MERCY
HEALTH SOUTHWEST
MISSOURI/KANSAS COMMUNITIES**

By: _____

By: 

Printed Name: _____

Jeffrey R. Fink
Thompson Coburn, LLP

Its: _____

Dated: February 27, 2026

Dated: _____

SIGNATURES

CLASS COUNSEL

CLASS REPRESENTATIVE

By: _____
Brandon Boulware
Boulware Law LLC

Samuel R. Carter

Dated: _____


Dated: _____

By: _____
Bryan T. White
White, Graham, Buckley & Carr L.L.C.

Dated: _____

**MERCY HEALTH, MERCY NETWORK,
LLC, MHM SUPPORT SERVICES,
MERCY HEALTH SPRINGFIELD
COMMUNITIES, MERCY HEALTH
EAST COMMUNITIES, AND MERCY
HEALTH SOUTHWEST
MISSOURI/KANSAS COMMUNITIES**

**COUNSEL FOR MERCY HEALTH,
MERCY NETWORK, LLC, MHM
SUPPORT SERVICES, MERCY
HEALTH SPRINGFIELD
COMMUNITIES, MERCY HEALTH
EAST COMMUNITIES, AND MERCY
HEALTH SOUTHWEST
MISSOURI/KANSAS COMMUNITIES**

By:  _____

By: _____
Jeffrey R. Fink
Thompson Coburn, LLP

Printed Name: Jennifer Brown

Its: SVP, Chief Legal Officer

Dated: _____

Dated: 02/27/2026

Exhibit A
filed under seal

Exhibit B
filed under seal

Exhibit C

LEGAL NOTICE OF CLASS ACTION SETTLEMENT

You are receiving this notice because you are or were an independent primary care physician in Missouri in the Mercy Health network pursuant to a network affiliation agreement or other agreement (“Network Providers”) at some point during the period of January 1, 2014, through July 9, 2025, and have been identified as a class member as explained in this notice.

A Proposed Class Action settlement may affect your rights.

**A COURT AUTHORIZED THIS NOTICE
THIS IS NOT A SOLICITATION FROM A LAWYER**

READ THIS NOTICE CAREFULLY. YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE CHECK THE CLASS WEBSITE AT www.rg2claims.com/MercyClassAction.html REGULARLY FOR UPDATES AND FURTHER DETAILS

SUMMARY OF SETTLEMENT AND PURPOSE OF NOTICE

A class action settlement was reached with Defendants Mercy Health; Mercy Network, LLC; MHM Support Services; Mercy Health Springfield Communities; Mercy Health East Communities; and Mercy Health Southwest Missouri/Kansas Communities and Joplin, Missouri (the “**Mercy Defendants**”) in a lawsuit filed by an independent primary care provider against the Mercy Defendants. The lawsuit is known as *Samuel R. Carter, M.D., v. Mercy Health, et al.*, Case No. 23AO-CC-00118.

Plaintiff’s lawsuit alleges that the Mercy Defendants entered into agreements with non-employee physicians to bring those physicians into the Mercy Defendants’ provider network in Missouri. Plaintiff alleges that in those agreements, the Missouri non-employed primary care physicians (“**Network Providers**”) gave the Mercy Defendants responsibility to act as their power of attorney and that the Mercy Defendants committed to, and had a fiduciary duty to, negotiate and enter into managed care contracts on behalf of and for the benefit of those Network Providers. Plaintiff alleges that under those managed care contracts, Mercy was paid certain value-based payments attributable to Plaintiff and the other Network Providers and that the payments belong to those providers, but that the Mercy Defendants kept that money, concealed their unlawful conduct, breached their contracts and fiduciary duties to Plaintiff and the Network Providers, and have been unjustly enriched. The Mercy Defendants have denied the allegations and all claims of wrongdoing.

This notice summarizes the parties’ class action settlement. For more information, please (i) visit the Settlement Website at www.rg2claims.com/MercyClassAction.html where you can read common questions and answers and access settlement documents; (ii) contact Class Counsel, as explained in more detail below; (iii) call the settlement hotline at _____; or (iv)

access the Court's docket in this case through the Case.net website at www.mo.courts.gov or by visiting the office of the Clerk of the Court for the Circuit Court of Jasper County, Missouri, 633 S. Pearl Ave., Joplin, Missouri, 64801, between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday, excluding Court holidays. Please do not telephone the Court or the Clerk's office to inquire about the proposed settlement.

If you are eligible, the settlement provides you with a cash award based upon a distribution formula to be approved by the Court. Your cash award may be as much as hundreds of dollars, thousands of dollars, or tens of thousands of dollars or more depending on the amount of value-based payments that Plaintiff and Plaintiff's experts contend were attributable to you based upon the information collected in the lawsuit.

You are a Class Member in the Humana Class if you are a Missouri citizen who was a non-employee primary care physician who the Mercy Defendants included as a network provider in connection with the Humana managed care and value-based contracts who had a net-positive total of Humana shared savings payment amounts, care coordination fee amounts, and quality payment amounts attributable to you during the period from January 1, 2016 through July 9, 2025.

You are a Class Member in the Aetna Class if you are a Missouri citizen who was a non-employee primary care physician who the Mercy Defendants included as a network provider in connection with the Aetna managed care and value-based contracts during the period from January 1, 2014 through December 31, 2023.

You are not part of the Humana Class or the Aetna Class if you are an employee, director, officer or agent of Defendants or their subsidiaries or affiliated companies, are a Judge of the Court in which the Action is pending (or could be appealed to), or part of their immediate family and staff. Additionally, you are not part of the Classes if you are subject to a valid and enforceable arbitration agreement with the Mercy Defendants.

[Remainder of page intentionally left blank]

If you are a member of the Humana Class or the Aetna Class, your legal rights are affected, and you have a choice to make now:

<i>ACTION</i>	<i>RESULT</i>	<i>DUE DATE</i>
IF YOU WANT TO REMAIN PART OF THE CLASS(ES) AND BE ELIGIBLE FOR PAYMENT, DO NOTHING	<p>Stay in the lawsuit. Await your payment. Give up certain rights.</p> <p>By doing nothing, you will be bound by the proposed settlement (if approved), you will have released your claims, and you will be eligible to receive the payment allocated to you.</p>	
IF YOU DO <u>NOT</u> WANT TO PARTICIPATE IN THE CLASS(ES), ASK TO BE EXCLUDED	<p>Get out of the lawsuit. Get no benefits from it. Keep rights.</p> <p>You may request to be excluded by timely submitting a request in writing to the Settlement Administrator. If you do this, you will not receive any of the money or benefits provided by the settlement and you may not object to the proposed settlement. You do, however, keep any rights to sue the Mercy Defendants separately about the same legal claims in this lawsuit.</p>	<u>By _____, 2026</u>
OBJECT	<p>You may object to the proposed settlement by submitting a valid and timely objection to the Court and counsel for the parties. You may object to the proposed settlement only if you <u>do not</u> exclude yourself by the date listed immediately above.</p>	<u>By _____, 2026</u>

NOTICE: Your rights and choices – **and the deadlines to exercise them** – are explained in this notice.

These deadlines may be moved, cancelled or otherwise modified by the Court, so please check the Settlement Website at www.rg2claims.com/MercyClassAction.html regularly for updates and further details.

The Court still has to decide whether to approve the proposed settlement. Payments will be provided only if the Court approves the proposed settlement and after any appeals are resolved.

Basic Information

1. Why did I get this notice?

The Mercy Defendants' records show that you are a Missouri citizen Network Provider in connection with the Mercy Defendants' Humana and/or Aetna managed care contracts during the class periods set forth above. A Court ordered that this notice be given because you have a right to know about a proposed class action settlement that may affect you.

You have legal rights and options that you may exercise before the Court decides whether to approve the proposed settlement.

This notice explains:

- What the lawsuit is about.
- Who is included in the proposed settlement.
- How the proposed settlement may benefit you.
- What your legal rights are.
- The terms of the proposed settlement and how to get the benefits of the proposed settlement.

2. What is the lawsuit about?

The case is pending in the Circuit Court of Jasper County, Missouri. The full name of the case is *Samuel R. Carter, M.D., v. Mercy Health, et al.*, Case No. 23AO-CC-00118.

Plaintiff alleges that the Network Providers' work and their care of their patients contributed to, and is reflected in, the Mercy Defendants receiving certain value-based payments (including shared savings payments, capitation payments, care coordination fees, and quality payments) from third-party payors Humana and Aetna. Plaintiff alleges that the value-based payments attributable to Plaintiff and the other Network Providers belong to those providers, but that the Mercy Defendants kept that money, concealed their unlawful conduct, breached their contracts and fiduciary duties to Plaintiff and the Network Providers, and have been unjustly enriched. The Mercy Defendants have denied the allegations and all claims of wrongdoing.

You can find a copy of the lawsuit at www.rg2claims.com/MercyClassAction.html.

The parties agreed to the proposed settlement to avoid the risk and expense of further litigation. Plaintiff believes that the claims against the Mercy Defendants have merit and that the proposed settlement is fair, reasonable, and in the best interests of the members of the Humana Class and Aetna Class given the risk and expense of further litigation.

The Court has not issued any final ruling regarding the merits of Plaintiff's claims against the Mercy Defendants.

3. What is a class action, who is involved, and why is there a settlement?

In a class action, one or more people, called Class Representatives, sue on behalf of other people who have similar claims. All these people together are a “Class” or “Class Members,” except those who exclude themselves from the Classes. In a class action, the Court has a responsibility to assure that the prosecution and resolution of class claims by the Class Representative and Class Counsel is fair.

The Class Representative for the Humana Class and the Aetna Class is Samuel Carter, M.D. Dr. Carter—and all the Class Members like him—are called the plaintiffs. Class Counsel—as defined below—are attorneys whom the Court determined are qualified to fairly and adequately represent the interests of Plaintiff and Class Members.

The company or people they sued—in this case, the Mercy Defendants—are called the defendants. One lawsuit resolves the issues for everyone in the Humana Class and Aetna Class, except for those people who choose to exclude themselves from the Classes.

The Court did not rule in favor of any party. Instead, the Plaintiff and the Mercy Defendants agreed to a proposed settlement. The Plaintiff and Class Counsel think the proposed settlement is best for all Humana and Aetna Class Members. The proposed settlement does not mean that any law was broken by the Mercy Defendants or that the Mercy Defendants did anything wrong. The Mercy Defendants deny any wrongdoing or liability.

4. Will this settlement conclude the litigation?

Yes. The proposed settlement between Plaintiff and the Mercy Defendants, if given final approval, would conclude the lawsuit.

Who is in the Proposed Settlement Classes

You need to decide whether you are affected by this lawsuit.

5. How do I know if I am part of the Classes? What do I need to do to participate?

The Court has certified two 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.

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 Classes 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.

You have been identified as a member of the Humana Class and/or the Aetna Class. **You are a member of one or both of the Classes unless you choose to exclude yourself from the Classes by following the steps for exclusion described below.**

Persons who are members of the Humana Class and/or Aetna Class and do not exclude themselves will be bound by the proposed settlement, if approved by the Court, and will be prevented from bringing other claims covered by the proposed settlement against the Mercy Defendants. Those who exclude themselves from the Classes will not be bound by the proposed settlement and will not receive any payments from the settlement.

If you are a member of the Humana Class and/or the Aetna Class, the proposed settlement may provide you with a cash award. It is not known at this time what any specific monetary award will be. Your award will be based upon a distribution formula to be approved by the Court.

6. I'm still not sure if I am included.

If you are not sure whether you are included, you can get free help by contacting Class Counsel (identified below in Question 19) or visiting www.rg2claims.com/MercyClassAction.html.

The Proposed Settlement – What You May Get

7. What does the proposed settlement provide?

The proposed settlement will provide significant benefits to the Settlement Class Members (meaning those Class Members who do not request to be excluded from the Classes). The settlement was negotiated between the Plaintiff and the Mercy Defendants, through their attorneys and with a mediator, and has been preliminarily approved by the Court. Pursuant to the settlement, the Mercy Defendants agree to pay a total of \$12,000,000 for Humana Settlement Class Member relief and \$3,000,000 for Aetna Settlement Class Member relief, for a total of \$15,000,000 in Settlement Class member relief, costs of settlement administration and notice, the incentive award to the Class Representative, and attorneys' fees and expenses of Class Counsel.

Each Humana Settlement Class Member and Aetna Settlement Class Member's award will be based upon a distribution formula to be approved by the Court. Your cash award may be as much as hundreds of dollars, thousands of dollars, or tens of thousands of dollars or more depending on the amount of value-based payments that Plaintiff and Plaintiffs' experts contend were attributable to you based upon the information collected in the lawsuit.

8. When will I get my proposed settlement benefits?

Settlement benefits will only be available if the proposed settlement is approved by the Court and after it becomes final. The Court will hold a hearing on _____, 2026 at the Circuit Court of Jasper County, Division 3, 663 S. Pearl Ave., Joplin, Missouri, 64801, to decide whether to approve the proposed settlement. If the Court approves the proposed settlement, there may be appeals, and the proposed settlement cannot become final until all appeals are resolved. It is always uncertain how long appeals will take. They can take many months or longer. You should check the settlement website at www.rg2claims.com/MercyClassAction.html for updates on the status of the proposed settlement and applicable deadlines. Please be patient.

Your Rights and Options – Excluding Yourself

You have to decide whether to stay in the Classes or ask to be excluded from the proposed settlement. To stay in the Classes, you can do nothing at all. To exclude yourself from the Classes, then you must make such a request by a letter postmarked no later than **[INSERT BAR DATE – 60 days after notice commences], 2026**.

9. What happens if I do nothing at all and what am I giving up?

You do not have to do anything now if you want to remain in the Classes and receive money and benefits from the settlement. By doing nothing you are automatically staying in the Classes.

If you do nothing now and stay in the Classes, you will not be able to sue the Mercy Defendants in any other lawsuit about the same legal claims that are the subject of this lawsuit. You will also be legally bound by all the Court's orders and judgments in this case.

By staying in the Classes, you become a Settlement Class Member and you are agreeing to fully, finally and forever release, relinquish, and discharge any claims you have against the Mercy Defendants that relate to the subject matter of the lawsuit. The entire release contained in the settlement agreement is set forth below:

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.

10. Can I get out of the proposed settlement and the classes?

Yes, you can get out of the proposed settlement and the Classes. This is called excluding yourself, or it is sometimes referred to as “opting out” of the Classes. If you exclude yourself from the Classes, then you will not get any money or benefits from the proposed settlement and you cannot object to the proposed settlement. However, you keep your rights to sue or continue to sue the Mercy Defendants for the same conduct related to the payments at issue. If you exclude yourself, you will not be bound by the Court’s judgments and orders in this case.

If you start your own lawsuit against the Mercy Defendants after you exclude yourself, you’ll have to hire and pay your own lawyer for that lawsuit, and you’ll have to prove your claims. If you want to exclude yourself so you can start or continue your own lawsuit against the Mercy Defendants, you should talk to your own lawyer soon because your claims may be subject to a statute of limitations, and delay in proceeding separately with your own action may result in some or all of your claims expiring as a matter of law.

If you stay in the Classes, Class Counsel will assist you with questions about the settlement and no out-of-pocket payment will be required by you. Attorneys’ fees will be awarded from the settlement payment as approved by the Court.

11. How do I ask to be excluded from the Settlement Classes?

To exclude yourself, you must send a request for exclusion by U.S. Mail, fax (to 866-742-4955), or email (to info@rg2claims.com). The request must contain all of the following:

- Your name, current address, telephone number, and email address (if any);
- A statement that you want to be excluded from the settlement in *Samuel R. Carter, M.D., v. Mercy Health, et al.*, Case No. 23AO-CC-00118, that you do not wish to be a Class Member, and that you want to be excluded from any judgment or settlement entered in the case pursuant to the settlement;
- The letter must be signed personally by you and also must be dated. The signature of your attorney will not be accepted by the Court. In the case of an entity, the signature can be by any natural person who can legally bind the entity; and,
- The name of your attorney, if any.

Your exclusion request must be signed and faxed or emailed *by* **[INSERT BAR DATE – 60 days after notice commences], 2026**, or mailed, U.S. Mail, *postmarked no later than* **[INSERT BAR DATE – 60 days after notice commences], 2026**, to: RG2 Claims, PO Box 59479, Philadelphia, PA 19102-9479.

You may obtain an Exclusion Request from the website:
www.rg2claims.com/MercyClassAction.html

12. If I do not exclude myself, can I still sue the Mercy Defendants for the same things later?

No. Unless you exclude yourself, you give up the right to sue the Mercy Defendants as described in response to Question 9. If you want to keep the right to sue the Mercy Defendants in a new lawsuit, you have to exclude yourself from this settlement and the Classes. Remember, any exclusion request must be signed, mailed, faxed or emailed and postmarked (or the equivalent for fax or email) by _____, 2026.

13. If I exclude myself, can I get any benefits from this proposed settlement?

No. If you exclude yourself, you will not get any proposed Settlement Class benefits or any money.

Your Rights and Options – Objecting to the Proposed Settlement

14. How do I tell the Court I do not like the proposed settlement?

If you are a Class Member and do not exclude yourself, you can tell the Court you do not like the proposed settlement or some part of it. You can ask the Court to deny approval of the settlement by filing an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the proposed settlement already reached. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object. You may object to the proposed settlement in writing. You may also appear at the Final Fairness Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney. All written objections and supporting documentation must (a) clearly identify the case and number, (b) be submitted to the Court either by mailing them to the Office of the Clerk of the Court, Circuit Court of Jasper County, 633 S. Pearl Ave., Joplin, Missouri 64801, or by filing them in person at the courthouse, and (c) be filed or postmarked on or before _____, 2026. Also, you must serve a copy of the same on counsel for the parties at the addresses set forth below:

Boulware Law LLC
1600 Genessee, Suite 760
Kansas City, MO 64102

Thompson Coburn
c/o Jeff Fink
One US Bank Plaza

brandon@boulware-law.com
kim@boulware-law.com

St. Louis, MO 63101
jfink@thompsoncoburn.com

All written objections must list your name, current address, telephone number, location of your medical practice during the class period, which Classes you are objecting to, the reasons for the objection, and whether you intend to appear at the Final Approval Hearing either with or without separate counsel, and provide a list of all cases in which you or your separate counsel have objected to a class action settlement in the last five years. Any documents supporting the objections must also be attached to your written objections. In addition, if you intend to call witnesses at the Final Approval Hearing, any such witnesses must be identified in your written objections. You must personally sign your written objections. You will not be entitled to be heard at the Final Approval Hearing unless written notice of your intention to appear at the Final Approval Hearing and copies of any written objections and/or briefs are filed with the Court by _____, 2026. If you fail to file and serve timely written objections in the manner specified above, you shall be deemed to have waived all objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the class settlement.

15. What is the difference between objecting to the proposed class action settlement and excluding myself from the proposed class action settlement?

Objecting is the way to tell the Court what you do not like about the proposed class action settlement. You can object only if you stay in the Classes and do not exclude yourself.

Excluding yourself is the way to tell the Court you do not want to be part of the Classes and the proposed class action settlement, and that you want to keep the right to file your own lawsuit. If you exclude yourself, you cannot object because the proposed class action settlement no longer will affect you.

Your Rights and Options – Appearing in the Lawsuit

16. Can I appear or speak in this lawsuit and the proposed class action settlement?

As long as you do not exclude yourself, you can (but do not have to) participate and speak for yourself in this lawsuit about the proposed class action settlement. This is called making an appearance. You can also have your lawyer speak for you, but you will have to pay for the lawyer yourself.

17. How can I appear in the lawsuit?

If you want to participate (or have your own lawyer instead of Class Counsel participate or speak for you) in this lawsuit, you must give the Court a paper that is titled “Notice of Appearance.” The Notice of Appearance must contain the title of the lawsuit, a statement that you wish to appear at the Final Approval Hearing, and the signature of you or your lawyer.

Your Notice of Appearance can also state that you or your lawyer would like to speak at the Court’s Final Approval Hearing on the proposed settlement. If you submit an objection (see Question 14,

above) and you would like to speak about the objection at the Court's Final Approval Hearing, both your Notice of Appearance and your objection should include this information too.

Your Notice of Appearance must be signed, mailed and postmarked by _____, 2026 to the Court at:

Jasper County Circuit Court
Division 3
633 S. Pearl Ave.
Joplin, MO 64801

If You Do Nothing

18. What happens if I do nothing at all and what am I giving up?

If you do nothing:

- You will stay a member of the Classes and all of the Court's orders pertaining to the proposed settlement will apply to you.
- You will be eligible to receive a monetary benefit from the proposed settlement.
- You will not be able to sue, or join a new lawsuit against, the Mercy Defendants about the issues and claims in this lawsuit.

The Lawyers Representing You

19. Do I have a lawyer in this Case?

If you remain in the Classes, you will be represented by Class Counsel. The Court has determined that the following attorneys are qualified to serve as Class Counsel and that they will fairly and adequately represent the interests of Plaintiff and Class Members in this litigation:

BOULWARE LAW, LLC (www.boulware-law.com)

WHITE, GRAHAM, BUCKLEY & CARR, LLC (www.wgbclaw.com)

Information about these law firms, their practices, and their lawyers' experience is available at the websites listed above.

You are welcome to call these lawyers with any questions about the lawsuit or settlement, or to otherwise discuss further the proposed class action settlement.

You may also consult your own lawyer at your own expense.

20. How will Class Counsel be paid and how will they be paid?

Class Counsel will ask the Court to approve the payment of attorneys' fees of no more than one-third (1/3) of the proposed Settlement Class Funds, as well as case expenses. Class Counsel also will ask the Court to award \$125,000 to the Class Representative for his time and commitment to this case. The Court decides the fees of Class Counsel. These payments, in whatever amounts ordered by the Court, come out of the proposed Settlement Class Funds. Class Counsel will file their Fee Application and their request for the Class Representative incentive award at least ten business days before the deadline for objecting to the settlement.

The Court's Final Approval Hearing

21. When and where will the Court decide whether to approve the proposed settlement?

The Court will hold a Final Approval Hearing at the Circuit Court of Jasper County at the address below on ____, 2026. This hearing date may be moved, cancelled or otherwise modified, so please check the settlement website at www.rg2claims.com/MercyClassAction.html regularly for further details, or access the Court's docket through the Court's Case.net website at www.courts.mo.gov, or visit the Office of the Clerk of the Court at the address below:

Jasper County Circuit Court
Division 3
633 S. Pearl Ave.
Joplin, MO 64801

At this hearing, the Judge will consider all objections, if any, and will consider whether the proposed settlement is fair, reasonable, and adequate for the Classes. The Judge will listen to people who have asked to speak at the hearing and filed their Notice of Appearance. The Judge may also decide how much to award to Class Counsel for their fees and expenses. At or after the hearing, the Judge will decide whether to approve the proposed class action settlement and the Plan of Allocation. We do not know how long these decisions will take.

22. Do I have to come to the hearing?

You do not need to attend the hearing. Class Counsel will answer any questions the Court has. But you or your own lawyer are welcome to attend the hearing at your own expense. If you send an objection, you do not need to come to the hearing for the Court to consider it.

23. Can I speak at the hearing?

You can ask the Court to allow you (or your lawyer) to speak at the hearing. To do so, you or your lawyer must file a Notice of Appearance that says you wish to speak. You can find how to file a Notice of Appearance, and the due date for filing, in Question 17 of this Notice. If you submit an objection and wish to speak about it at the Final Fairness Hearing, you must include that information in your objection (see Question 14).

You cannot speak at the hearing if you exclude yourself.

Getting More Information

24. Are more details about the lawsuit and the proposed class action settlement available?

This Notice only summarizes the lawsuit and the proposed class action settlement. You can review copies of the settlement document by visiting the settlement website:

www.rg2claims.com/MercyClassAction.html

More details about the lawsuit are contained in the Second Amended Petition, which is available on the settlement website. You can review all documents filed in the lawsuit by accessing the Court's docket on the Case.net website or by visiting the Office of the Clerk of Court of Jasper County at the address listed in Question 21.

You may also contact one of the lawyers serving as Class Counsel by calling, emailing, or writing to them at:

- Boulware Law LLC
1600 Genessee, Suite 760
Kansas City, MO 64102
816-492-2826
brandon@boulware-law.com
kim@boulware-law.com
- White, Graham, Buckley & Carr, LLC
19040 E. Valley View Pkwy., Ste. C
Independence, MO 64055
816-373-9080
bwhite@wagblaw.com
vandrews@wagblaw.com

PLEASE CONTACT CLASS COUNSEL WITH ANY QUESTIONS

Exhibit D

IN THE CIRCUIT COURT OF JASPER COUNTY, MISSOURI

SAMUEL R. CARTER, M.D.,)	
Individually and on behalf of all others)	
similarly situated,)	
)	
Plaintiff,)	Case No.: 23AO-CC-00118
)	
-vs-)	Division 3
)	
MERCY HEALTH, <i>et al</i> ,)	
)	
Defendants.)	

EXCLUSION REQUEST FORM

Name: _____

Address: _____

Phone No.: _____

Email: _____

Name and phone number of
your Attorney, if any: _____

I have received the Notice of Class Action Settlement in the case identified above. I understand the Notice and the provisions concerning whether to exclude myself from this Class Action Settlement. I understand that I must mail, email or fax this Exclusion Request Form to the settlement administrator as set forth in the Notice and that it must be emailed, faxed or postmarked no later than [INSERT DEADLINE].

I want to be excluded from *Samuel R. Carter, M.D., v. Mercy Health, et al.*, Case No. 23AO-CC-00118, and want to be excluded from any judgment or settlement entered in the case against the Mercy Defendants.

Date: _____

Signature

Exhibit E

IN THE CIRCUIT COURT OF JASPER COUNTY
STATE OF MISSOURI

SAMUEL R. CARTER, et al.,

Plaintiffs,

v.

MERCY HEALTH, et al.,

Defendants.

Case No. 23AO-CC00118

Division No. 3

PRELIMINARY APPROVAL ORDER

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, have submitted a Class Action Settlement Agreement (the “Settlement Agreement”) and have applied under Missouri Rule of Civil Procedure 52.08 for an order: (1) preliminarily approving the terms and conditions set forth in the Settlement Agreement, (2) approving the form and method of notice to the Classes, and (3) scheduling a final approval hearing to consider final approval of the Settlement Agreement.

The Court has given due consideration to the terms of the Settlement Agreement, the exhibits to the Settlement Agreement, the submissions in support of preliminary

approval of the Settlement Agreement, and the record of proceedings, and now finds that the proposed Settlement Agreement should be preliminarily approved pending notice to the Class Members and a final hearing on whether the Settlement Agreement is fair, reasonable, and adequate for the Classes.

ACCORDINGLY, IT IS HEREBY ORDERED:

1. Terms capitalized in this order and not otherwise defined shall have the meanings ascribed to them in the Settlement Agreement.

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

3. The Court finds that the requirements of Missouri Rule of Civil Procedure 52.08 have been met, specifically:

- a. The class is so numerous that joinder of all members is impracticable, as there are approximately 164 class members;
- b. There are questions of law or fact common to the Classes based upon the claims raised in the lawsuit that predominate over questions affecting only individual members;
- c. Class Representative and Class Counsel have fairly and adequately protected the interests of the Classes;
- d. The class action is an appropriate method for the fair and efficient adjudication of the controversy.

4. Pursuant to the Court's class certification order, as originally entered on July 10, 2025, and subsequently amended on October 17, 2025, the Court has certified the following Classes, which the Court now further certifies for settlement purposes:

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.

Also excluded from the Classes is anyone who previously submitted a timely request to be excluded from the Classes, as provided by the Court's October 17, 2025 Order Granting Plaintiffs' Motion to Approve and Disseminate Class Notice. After accounting for all such

exclusions, the current Aetna Class Members are listed in Exhibit A to the Settlement Agreement, and the current Humana Class Members are listed in Exhibit B to the Settlement Agreement.

5. The Settlement Agreement was reached as a result of extensive arms-length negotiations between Class Counsel, on the one hand, and Defendants' counsel, on the other hand, including, but not limited to, through in-person mediation.

6. The Settlement Agreement confers substantial benefits upon the Humana and Aetna Classes, and does so without the costs, uncertainties, delays, and other risks associated with continued litigation, challenges to the class certification, trial, and potential appeal.

7. The Court finds that the terms of the Settlement Agreement are within the range of a fair, reasonable, and adequate settlement between the Class Representative, the Classes, and Defendants under the circumstances of this case. The Court therefore preliminarily approves the Settlement Agreement and directs the parties to the Settlement Agreement to perform and satisfy the terms and conditions of the Settlement Agreement that are triggered by such preliminary approval.

8. The Court appoints Brandon Boulware and Jeremy Suhr of Boulware Law, LLC, and Bryan White of White, Graham, Buckley & Carr, LLC, as counsel for the Humana and Aetna Settlement Classes. For purposes of these settlement approval proceedings, the Court finds that Class Counsel are competent and capable of exercising their responsibilities as Class Counsel.

9. The proposed Notice of Class Action Settlement in the form attached to the Settlement Agreement as Exhibit C and the manner of distribution of such Notice by direct mail are hereby approved by this Court as the best notice practicable to the Class Members. The form and manner of notice proposed in the Settlement Agreement comply with Missouri Rule of Civil Procedure 52.08 and the requirements of Due Process.

10. A final approval hearing (the “Final Approval Hearing”) shall be held before the undersigned at _____ o’clock, on _____, 2026, at Jasper County Circuit Court, Division 3, 633 S. Pearl Ave., Joplin, MO 64801, or via video or teleconference, for the purpose of: (a) determining whether the Settlement Agreement is fair, reasonable, and adequate and should be finally approved; (b) determining whether a Final Approval Order and Judgment should be entered; (c) considering Class Counsel’s application for an award of attorneys’ fees, expenses, and costs from the Settlement Funds; and (d) considering Class Counsel’s application, on behalf of the Class Representative, for a service award from the Settlement Funds. The Court may adjourn, continue, and reconvene the Final Approval Hearing pursuant to oral announcement without further notice to the Classes, and the Court may consider and grant final approval of the Settlement Agreement, with or without minor modification and without further notice to the Classes.

11. The Court approves, as to form and content, the Class Notice, attached to the Settlement Agreement as Exhibit C. The Court further approves the Exclusion Request Form attached to the Settlement Agreement as Exhibit D. Finally, the Court approves the Settlement Administration and Notice Plan set forth in the Settlement Agreement and provided to the Court.

12. The Court finds that the Class Notice is reasonable, that it constitutes due, adequate, and sufficient notice to all persons entitled to receive notice, and that it meets the requirements of due process and Rule 52.08 of the Missouri Rules of Civil Procedure. Specifically, the Court finds that the manner of dissemination of the Class Notice described in the Settlement Administration and Notice Plan provided to the Court complies with Rule 52.08(e) of the Missouri Rules of Civil Procedure as it is a reasonable manner of providing notice to those Class Members who would be bound by the Settlement. The Court also finds that the manner of dissemination of the Class Notice described in the Settlement Administration and Notice Plan and herein complies with Rule 52.08(e), as it is also the best practicable notice under the circumstances, provides individual, direct mail notice to all Class Members who can be identified, and is reasonably calculated, under all the circumstances, to apprise the Class Members of the pendency of the Action, the terms of the Class Action Settlement Agreement, and their right to object to the Settlement or exclude themselves from the Humana or Aetna Classes.

13. In accordance with the Settlement Agreement, within 30 days of this Order, the Settlement Administrator shall mail to each Class Member a copy of the Notice in the form attached to the Settlement Agreement as Exhibit C. The date on which the Settlement Administrator first mails notice shall be considered the “Notice Date.” The Court further orders:

a. For any initial direct mail notice that is returned as undeliverable within 21 days after mailing, the Settlement Administrator shall attempt to locate a new address through an address search or any other reasonably available means. If

a new address is located, the Settlement Administrator shall promptly re-mail the initial notice. If, after a second mailing, the notice is again returned, no further efforts need to be taken by the Settlement Administrator to send the direct mail notice.

b. Within thirty (30) days after entry of this Order, but no later than the Notice Date, the Settlement Administrator shall (i) secure and maintain a Post Office Box or similar mailing address for the receipt of opt-out notices, and any other correspondence related to the Settlement; and (ii) establish a unique, case-specific email address for online receipt of opt-out notices, and any other correspondence related to the Settlement.

c. Within thirty (30) days after entry of this Order, but no later than the Notice Date, the Settlement Administrator shall create and maintain an operating website that: (i) contains downloadable copies of the Preliminary Approval Order, Class Notice, the Settlement Agreement, and, when filed, Class Counsels' application for attorneys' fees, costs and for incentive award for the Plaintiff; and (ii) will post any subsequent notices agreed upon by the Parties and approved by the Court. This website shall be referred to as the "Settlement Website."

d. Within thirty (30) days after entry of this Order, but no later than the Notice Date, the Settlement Administrator shall set up a toll-free telephone number for receiving toll-free calls related to the Settlement. That telephone number shall be maintained until sixty (60) calendar days after the Exclusion Deadline (defined below). For that period, either a person or a recording will advise any caller to the

toll-free telephone number that the deadline for opting out or objecting has passed and the details regarding the Settlement Agreement may be reviewed on the Settlement Website.

14. A Class Member may request exclusion from the Classes. Each Class Member who wishes to be excluded from the Classes and follows the procedures below shall be excluded. A request for exclusion from the Classes must (i) include the Class Member's name, address, and telephone number and provide a clear statement communicating that the Class Member elects to be excluded from the Classes and elects to be excluded from any judgment entered pursuant to the Settlement Agreement; (ii) be signed by the Class Member; and (iii) be mailed to the Settlement Administrator with a postmark, or transmitted by email or fax to the Settlement Administrator, on or before the "Exclusion Deadline" as defined in the Settlement Agreement. A Class Member who submits a timely and valid request for exclusion from the Classes shall be excluded from the Classes, shall not be a Settlement Class Member, and shall not participate in and shall not be bound by the Settlement Agreement. A Class Member who does not timely and validly opt out of the Classes in accordance with the Notice shall be a Settlement Class Member and shall be bound by all determinations and judgments in the Lawsuit concerning the Settlement Agreement.

15. A Class Member who has not timely and validly opted out of the Classes in accordance with the Notice may object to the terms of the Settlement Agreement. Any objection must (i) include (a) the Class Member's full name, current address, and telephone number, (b) a written statement setting forth all the bases for the objection accompanied by

any evidence that the Class Member intends to offer in support of any objection, (c) a statement of whether the Class Member intends to appear at the Final Approval Hearing on the Class Member's own behalf or through counsel, and (d) a list of all cases in which the objector or the objector's counsel has objected to a class action settlement in the last five years; (ii) be signed by the Class Member or the Class Member's counsel; and (iii) be filed with the Court and mailed to Class Counsel and Defendants' Counsel with a postmark on or before the "Objection Deadline" as defined in the Settlement Agreement. If a Class Member who has timely submitted an objection intends to call any witnesses at the Final Approval Hearing, any such witnesses must be identified to Class Counsel, Defendants' Counsel, and the Court at least seven days before the Final Approval Hearing, including by providing each such witness's name, address, and telephone number. Any Class Member who wishes to appear in person or by counsel at the Final Approval Hearing must file with the Court and serve on Class Counsel and Defendants' Counsel at least 15 days before the Final Approval Hearing a notice of their intent to appear. Any Class Member who fails to file and serve a timely written objection in the manner specified in this order shall be deemed to have waived all objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement Agreement.

16. Any request for intervention in this Lawsuit for purposes of commenting on or objecting to the Settlement Agreement must meet the requirements set forth above, including the deadline for filing objections, and also must be accompanied by any evidence, briefs, motions, or other materials the proposed intervenor intends to offer in support of the request for intervention.

17. Any lawyer intending to appear at the Final Approval Hearing must be authorized to represent a Class Member, must be duly admitted to practice law before this Court, and must file a written appearance. Copies of the appearance must be served on Class Counsel and Defendants' Counsel in accordance with Missouri law.

18. No later than seven days before the Final Approval Hearing, the Settlement Administrator shall serve on Class Counsel a declaration verifying that the Notice required by this Settlement Agreement and this Preliminary Approval Order has been completed in accordance with their terms, and provide a report stating: (i) the total number of notices mailed to the Class Members; and (ii) a list of the valid exclusion requests received by the Settlement Administrator pursuant to this Settlement Agreement, including the name and address of each Class Member who validly requested exclusion. Class Counsel shall promptly file the Settlement Administrator's declaration and report with the Court.

19. Prior to the Final Approval Hearing, Class Counsel shall file a motion for approval of the attorneys' fees, expenses, costs, and service awards to be paid from the Settlement Funds, along with any supporting materials.

20. If the Settlement Agreement does not become effective or is rescinded pursuant to the Settlement Agreement, the Settlement Agreement and all proceedings had in connection therewith shall be without prejudice to the status quo ante rights of the Class Representative, the Class Members, and Defendants, and all Orders issued pursuant to the Settlement Agreement shall be vacated. All of the Court's prior Orders having nothing whatsoever to do with Settlement (including the Court's Order Granting Plaintiff's Motion for Class Certification) shall, subject to this Order, remain in force and effect, subject to

extensions or modifications of deadlines as appropriate under the circumstances and in the Court's discretion.

21. Pending final determination of whether the proposed Settlement should be approved, no Humana or Aetna Class Member, directly, derivatively, in a representative capacity, or in any other capacity, may commence or continue any action against any of the Released Parties in any court or tribunal or in any other forum asserting any of the Released Claims.

22. RG/2 Claims Administration LLC is hereby appointed as Settlement Administrator for this Settlement and shall perform all of the duties of the Settlement Administrator set forth in the Settlement Agreement.

23. Class Counsel and Defendants' counsel are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement that are not materially inconsistent with this Order or the Settlement Agreement, including making, without further approval of the Court, minor changes to the form or content of the Class Notice, Settlement Website and other documents and exhibits that they jointly agree are reasonable or necessary.

24. The Court retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement Agreement.

IT IS SO ORDERED.

Circuit Judge

Date

Exhibit F

IN THE CIRCUIT COURT OF JASPER COUNTY
STATE OF MISSOURI

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 _____, 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 _____, 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 \$_____. 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

Date