

## **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](http://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](http://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 [1-866-742-4955](tel:1-866-742-4955); or (iv)

access the Court's docket in this case through the Case.net website at [www.mo.courts.gov](http://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.

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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><b>ACTION</b></i>	<i><b>RESULT</b></i>	<i><b>DUE DATE</b></i>
<p><b>IF YOU WANT TO REMAIN PART OF THE CLASS(ES) AND BE ELIGIBLE FOR PAYMENT, DO NOTHING</b></p>	<p><b>Stay in the lawsuit. Await your payment. Give up certain rights.</b></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>	
<p><b>IF YOU DO <u>NOT</u> WANT TO PARTICIPATE IN THE CLASS(ES), ASK TO BE EXCLUDED</b></p>	<p><b>Get out of the lawsuit. Get no benefits from it. Keep rights.</b></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>	<p><b><u>By May 26, 2026</u></b></p>
<p><b>OBJECT</b></p>	<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 <b><u>do not exclude yourself by the date listed immediately above.</u></b></p>	<p><b><u>By May 26, 2026</u></b></p>

**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](http://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](http://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](http://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 June 17, 2026, at 1:30 p.m. 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](http://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 **May 26, 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](mailto: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 215-827-5551 or emailed to [MercyClassAction@rg2claims.com](mailto:MercyClassAction@rg2claims.com) by **May 26, 2026**, or mailed, U.S. Mail, ***postmarked no later than May 26, 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](http://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 **May 26, 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 **May 26, 2026**. Also, you must serve a copy of the same on counsel for the parties at the addresses set forth below:

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

Thompson Coburn  
c/o Jeff Fink  
One US Bank Plaza

[brandon@boulware-law.com](mailto:brandon@boulware-law.com)  
[kim@boulware-law.com](mailto:kim@boulware-law.com)

St. Louis, MO 63101  
[jfink@thompsoncoburn.com](mailto: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 **May 26, 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 **June 2, 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](http://www.boulware-law.com))

WHITE, GRAHAM, BUCKLEY & CARR, LLC ([www.wgbclaw.com](http://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 **June 17, 2026 at 1:30 p.m.** This hearing date may be moved, cancelled or otherwise modified, so please check the settlement website at [www.rg2claims.com/MercyClassAction.html](http://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](http://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](http://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**