

LEGAL NOTICE OF PENDENCY OF CLASS ACTION

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”) 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 class action lawsuit 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 REGULARLY FOR UPDATES AND FURTHER DETAILS

SUMMARY OF CASE AND PURPOSE OF NOTICE

The Plaintiff has filed a lawsuit against 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**”). 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 the Mercy Defendants used that provider network to enter into managed care contracts with third-party payors (insurers) like Humana and Aetna. Plaintiff alleges the non-employed network physicians did their part as providers in the network and that their 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, risk sharing payments, care coordination fees, and quality payments) from third-party payors like 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. The Mercy Defendants assert that the Network Providers are fully compensated through fee-for-service payments they receive for the care they provide to patients and that they are not entitled to any additional compensation or money, including savings payments, risk sharing payments, care

coordination fees, and quality payments. A jury has not yet decided which side will prevail. There is no money available now, and no guarantee there will be.

The Court has allowed this lawsuit to be a class action on behalf of Missouri Network Providers in the Mercy Defendants' network during the time period of January 1, 2014 through July 9, 2025. Two classes have been certified: The Humana Class and the Aetna Class.

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>ACTION</i>	<i>RESULT</i>
IF YOU WANT TO REMAIN PART OF THE CLASS, DO NOTHING	<p>Stay in the lawsuit. Await the outcome. Give up certain rights.</p> <p>By doing nothing, you keep the possibility of getting money or benefits that may come from a trial or settlement. But you give up any rights to sue the Mercy Defendants separately about the same claims in this lawsuit.</p>
IF YOU DO <u>NOT</u> WANT TO PARTICIPATE IN THE CLASS, ASK TO BE EXCLUDED	<p>Get out of the lawsuit. Get no benefits from it. Keep rights.</p> <p>If you ask to be excluded and money or benefits are later awarded, you will not share in those. But you keep any rights to sue the Mercy Defendants separately about the same legal claims in this lawsuit.</p>

NOTICE: Your options are explained in this notice. If you do not want to be part of the Humana Class or Aetna Class, you must ask to exclude yourself by a letter postmarked no later than **January 13, 2026**.

Basic Information

1. Why is there a Class Action? 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. This notice explains that the Court has allowed, or “certified,” a class action lawsuit that may affect you.

You have legal rights and options that you may exercise before the Court holds a trial. The trial is to decide whether the claims being made against the Mercy Defendants are correct. Judge David Mouton of the Circuit Court of Jasper County, Missouri is overseeing this class action. The lawsuit is known as *Samuel R. Carter, M.D., v. Mercy Health, et al.*, Case No. 23AO-CC-00118.

2. What is the lawsuit about?

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 like 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

Questions? Contact Class Counsel identified in paragraph 21.

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.

A jury has not yet heard this case or determined which side will prevail.

3. What is a class action and who is involved?

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.” 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.

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

4. Why is this lawsuit a class action?

The Court decided that this lawsuit can be a class action and move toward a trial because it meets the requirements of the Missouri Supreme Court Rules, which govern class actions in Missouri state court.

More information about why the Court is allowing this lawsuit to be a class action is in the Court’s Order certifying the class, which is available at www.rg2claims.com/mercyclassaction.

The Claims in the Lawsuit

5. What does this lawsuit complain about?

Plaintiff’s lawsuit alleges that the Mercy Defendants violated Missouri law by receiving certain value-based payments (including shared savings payments, risk sharing payments, care coordination fees, and quality payments) from third-party payors like Humana and Aetna that were attributable to the Network Providers, and keeping that money instead of providing it to the Network Providers. You can read the Amended Class Action Petition at www.rg2claims.com/mercyclassaction.

6. How do Defendants answer?

Defendants deny the claims in the lawsuit and deny that they did anything wrong. Defendants’ Answer is also available at www.rg2claims.com/mercyclassaction.

Questions? Contact Class Counsel identified in paragraph 21.

7. Has the Court or jury decided who is right?

No. Neither the Court nor a jury has decided who is right on the claims. By certifying the Class claims as a class action and approving this notice, the Court is not suggesting that the Plaintiff will win or lose the case. The purpose of a class action is to decide those issues on behalf of all Class Members in the class action. Ultimately, the case will be submitted to a jury who will decide which side prevails.

8. What are Plaintiffs asking for on behalf of the Classes?

Plaintiff seeks to recover money damages and is asking the Mercy Defendants to compensate the Class Members by paying them an amount of the shared savings payments, risk sharing payments, care coordination fees, and quality payments the Mercy Defendants received from Humana and Aetna. Plaintiff is also seeking to recover costs and attorneys' fees from the Mercy Defendants.

9. Is there any money available now?

No money or benefits are available now because the Court and/or jury has not yet decided whether the Mercy Defendants did anything wrong, and the two sides have not settled the case. There is no guarantee that money or benefits will ever be obtained. If they are, you will be notified about how to ask for a share.

Who is in the Classes

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

10. How do I know if I am part of the Classes?

Judge Mouton decided that the following people are in 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 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.

Questions? Contact Class Counsel identified in paragraph 21.

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 December 31, 2023.

Excluded from the class 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. 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 Paragraph 21) or visiting www.rg2claims.com/mercyclasaction.

Your Rights and Options

You have to decide whether to stay in the Classes or ask to be excluded before the trial. 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 **January 13, 2026**.

12. What happens if I do nothing at all?

You don't have to do anything now if you want to keep the possibility of getting money or benefits from this lawsuit. By doing nothing you are staying in the Class(es). If you stay in and Plaintiff obtains money or benefits, either as a result of trial or a settlement, you will be notified about how to apply for a share (or how to ask to be excluded from any settlement).

Keep in mind that if you do nothing now, regardless of whether Plaintiff wins or loses at trial, 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.

13. Why would I ask to be excluded?

You may ask to be excluded for a number of reasons. If you already have a lawsuit against the Mercy Defendants regarding the payments at issue in this case and want to continue with it, you need to ask to be excluded from the Class(es). If you exclude yourself from the Class(es), then you won't get any money or benefits from this lawsuit even if Plaintiff obtains them as a result of the trial or from a settlement with the Mercy Defendants (that may or may not be reached). However, you will then be able to sue or continue to sue the Mercy Defendants for the same conduct related

Questions? Contact Class Counsel identified in paragraph 21.

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 Class(es), Class Counsel will assist you in pursuit of recovery and no out-of-pocket payment will be required by you. You will not have to pay for Class Counsel's assistance, and no attorneys' fees will be awarded unless Plaintiff prevails through judgment in favor of the Class(es) or a settlement approved by the Court.

14. How do I ask to be excluded from the Class(es)?

If you choose to do nothing and participate in the lawsuit, you do not need to do anything.

If you choose to exclude yourself from this lawsuit and do not wish to participate in in this lawsuit, 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 *Samuel R. Carter, M.D., v. Mercy Health, et al.*, Case No. 23AO-CC-00118, and that you want to be excluded from any judgment or settlement entered in the case against the Mercy Defendants;
- 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 January 13, 2026**, or mailed, U.S. Mail, **postmarked no later than January 13, 2026**, to: Mercy Class Action, c/o RG2 Claims, PO Box 59479, Philadelphia, PA 19102-9479.

You may also obtain an Exclusion Request from the website:
www.rg2claims.com/mercyclasaction

Questions? Contact Class Counsel identified in paragraph 21.

The Lawyers Representing You

15. Do I have a lawyer in this Case?

If you remain in the Class(es), 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 purchaser 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.

16. Should I get my own lawyer?

If you are in the Class(es) you do not need to hire your own lawyer. Class Counsel, who was appointed by the Court, is working on your behalf. But, if you want to hire another lawyer, you will have to hire one on your own and at your own expense.

17. How will the lawyers be paid?

Class Counsel is working on a contingency-fee basis. You will not have to pay them anything if there is no recovery. If the Court grants Class Counsel's request, the fees and expenses may be deducted from any money obtained for the Class(es), paid separately by the Mercy Defendants, or a combination of the two. The Court decides the fees of Class Counsel.

The Trial

The Court has scheduled a trial to decide who is right in this case.

18. How and when and where will the case be decided?

If the case isn't resolved by settlement or otherwise, Class Counsel will have to prove Plaintiff's claims at a trial. The trial is scheduled to start on January 26, 2026 at:

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

During the trial, a jury will hear the evidence to help them reach a decision about whether Plaintiff or the Mercy Defendants are right about the claims in the lawsuit. There is no guarantee that Plaintiff will win, or that he will get any money for the Class(es).

Questions? Contact Class Counsel identified in paragraph 21.

19. Do I have to come to the trial?

You do not need to attend the trial. Class Counsel will present the case for Plaintiff, and Defendants will present their defenses. You or your own lawyer are welcome to attend the trial at your own expense.

20. Will I get money after the trial?

If Plaintiff obtains money or benefits as a result of the trial or a settlement, you will be notified about how to participate. We do not know how long this will take. There is no guarantee Plaintiff will prevail in the lawsuit or that money will be available.

Getting More Information

21. Are more details about the lawsuit available?

Visit the website www.rg2claims.com/mercyclassaction where you will find the Court's Order Granting Class Certification (dated July 9, 2025) and other important documents for the case.

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

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

Questions? Contact Class Counsel identified in paragraph 21.