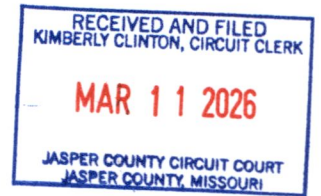


IN THE CIRCUIT COURT OF JASPER COUNTY  
STATE OF MISSOURI



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 1:30 p.m., on Wednesday, June 17, 2026, with 2 hours set aside, 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.

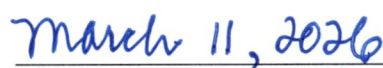
22. RG/2 Claims Administration LLC is hereby appointed as Settlement Administrator for this Settlement and shall perform all of the duties of the Settlement Administrator set forth in the Settlement Agreement.

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