

IN THE CIRCUIT COURT OF THE COUNTY OF ST. LOUIS
STATE OF MISSOURI

T.D., et al.,)
)
Plaintiffs,)
)
v.)
)
MERCY HOSPITALS EAST COMMUNITIES,)
d/b/a Mercy Hospital St. Louis et al.,)
)
Defendants.)

Case No. 20SL-CC05974

Division No. 6

FILED
JUN 18 2024
JOAN M. GILMER
CIRCUIT CLERK, ST. LOUIS COURT

JUDGMENT GRANTING
FINAL APPROVAL OF CLASS ACTION SETTLEMENT

This case comes before the Court for hearing on Plaintiffs’ Motion for Final Approval of Class Action Settlement (“the Motion”), which is subject to approval by the Court, due and adequate notice having been given to the Settlement Class and the Court having considered the papers filed and proceedings in this matter and being fully advised,

WHEREAS, the Court preliminarily approved the Settlement Agreement on March 29, 2024, finding that “the likelihood of final approval of the Settlement Agreement is sufficient to warrant notice to the class members as specified in the Settlement Agreement.” See Order, ¶ 7.

WHEREAS, the Court conducted a final approval and fairness hearing on June 18, 2024.

WHEREAS, having duly considered the Motion and supporting memorandum of law and other materials presented with respect to the Settlement addressing the class claims asserted in the litigation under Missouri law,

The Court hereby finds that the Settlement is a fair, adequate, and reasonable resolution of a bona fide dispute in contested litigation.

NOW THEREFORE, after due deliberation, IT IS HEREBY ORDERED THAT:

1. Unless otherwise defined herein, all terms used in this Judgment have the same meaning as defined in the Settlement Agreement. The terms of the Settlement Agreement are hereby incorporated by reference into this Judgment.

2. This Court has jurisdiction over the subject matter of this Civil Action and personal jurisdiction over all Parties to the Civil Action, including all Class Members.

3. This Judgment is binding on the Settlement Class as defined in the Settlement.

4. The Settlement was negotiated at arm's length and is fair, reasonable, and adequate; is in the best interests of the Settlement Class; provides adequate relief to the Settlement Class; treats class members equitably; and should be, and hereby is, approved, especially in the light of the benefits to the class accruing therefrom the discovery, investigation, and litigation conducted by Class Counsel prior to the proposed Settlement, and the complexity, expense, risks and probable protracted duration of further litigation.

5. Likewise, the Settlement has the support of Class Counsel and Mercy's Counsel, both of whom have significant experience representing parties in the complex class actions.

6. The Court finally approves the Settlement Agreement and the Settlement claims brought in the above-captioned Civil Action under the terms of that Settlement Agreement.

7. The claims process and formula for allocation of Participating Class Member Payments as set forth in the Settlement Agreement is approved as fair, equitable, and reasonable measures for calculating and distributing the settlement payments to the Class Representatives and the Class Members.

8. The Court finds that adequate notice of the Settlement was given to all Class Members pursuant to the terms of the Preliminary Approval Order. The Notice Package that was disseminated to Class Members adequately informed the Settlement Class of the terms of the

Settlement Agreement, the type of relief available, the process available to them to submit a claim, their right to request exclusion from the Settlement and pursue their own remedies, and their opportunity to submit objections and appear and be heard at the Final Approval Hearing. The Notice Package also adequately informed Class Members of additional resources available to obtain further information, including the identity of Class Counsel and how to contact the Court-approved Claims Administrator. The Court finds that the Notice Package satisfied the requirements of Rules 52.08(c)(2) and 52.08(e).

9. The Court held a Final Approval Hearing on June 18, 2024, at which time the Parties and all other interested persons were afforded the opportunity to be heard in support of and in opposition to the Settlement.

10. The Court finally certifies, for settlement purposes only, the Settlement Class:

All individuals who, as determined by Mercy in 2020, were patients of Mercy (or were the patient's parents if the patient was a minor at the time of the Incident) and had their protected health information and/or personally identifiable information improperly accessed by a certain Mercy employee. Excluded from the Settlement Class are: (a) any individuals who submit a Valid Exclusion Statement; and (b) all individuals who, as of the date of the Settlement Agreement, have reached settlements with Mercy or have commenced other litigation against Mercy concerning the actions of the Mercy employee who caused the Incident.

11. The persons who are listed on Exhibit 1 to this Judgment have made timely and valid requests for exclusion and are excluded from the Settlement Class and are not bound by this Final Judgment of Dismissal.

12. Objections were timely filed by Katie Brannon and Sarah Cleaveland. Having reviewed those objections and hearing from all those appearing at the Final Approval Hearing on June 18, 2024, the Court overrules both objections in all respects.

13. For settlement purposes only, the Court confirms the appointment of T.D. and Monica Gama, on behalf of herself, as next friend to A.L., as Class Representatives of the Settlement Class.

14. For settlement purposes only, the Court confirms the appointment of the following counsel as Class Counsel and finds that they are experienced in class action litigation and have adequately represented the Settlement Class: Todd C. Werts of Lear Werts LLP, Maureen M. Brady McShane & Brady LLC and Christopher E. Roberts of Butsch Roberts & Associates, LLC.

15. With respect to the Settlement Class, the Court finds, for settlement purposes only, that: (a) the Settlement Class defined above is so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Settlement Class, and those common questions predominate over any questions affecting only individual members; (c) the Class Members' claims are typical of one another in that they seek the same sorts of relief for the same alleged wrongs; (d) the Class Representatives and Class Counsel have fairly and adequately protected, and will continue to fairly and adequately protect, the interests of the Settlement Class; and (e) certification of the Settlement Class is the superior method for the fair and efficient adjudication of this controversy.

16. The Court orders the Parties to the Settlement Agreement to perform their obligations thereunder. The terms of the Settlement Agreement shall be deemed incorporated herein as if explicitly set forth and shall have the full force of an order of this Court.

17. The Court adjudges that the Released Claims and all of the claims described in the Settlement Agreement are released against Mercy and the Mercy Released Parties.

18. The Court adjudges that Plaintiffs and all Class Members who have not opted out of the Settlement Class shall be deemed to have fully, finally, and forever released, relinquished, and discharged all Released Claims against Mercy and the Mercy Released Parties, as defined under the Settlement Agreement. The Released Claims specifically extend to claims that Plaintiffs and the Class Members do not know or suspect to exist in their favor at the time that the Settlement Agreement, and the releases contained therein, become effective.

19. The Court further adjudges that, upon entry of this Judgment, the Settlement Agreement and the above-described release of the Released Claims will be binding on, and have res judicata preclusive effect in, all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiffs and all other Class Members who did not validly and timely exclude themselves from the Settlement, and their respective affiliates, assigns, heirs, executors, administrators, successors, and agents, as set forth in the Settlement Agreement. The Mercy Released Parties may file the Settlement Agreement and/or this Judgment in any action or proceeding that may be brought against them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

20. Plaintiffs and all Class Members who did not validly and timely request exclusion from the Settlement are, for all purposes, conclusively and permanently barred and enjoined from commencing, prosecuting, asserting, filing, pursuing, continuing, seeking to reopen, and/or otherwise maintaining in any court or forum any of the Released Claims or any of the claims described in the Settlement Agreement against any of the Defendant Released Parties.

21. Plaintiffs' request for an Incentive Award in the amount of \$5,000 to each of the Class Representatives, who have adequately represented the Class, is hereby approved. The Court specifically finds such amount to be reasonable in light of the services performed by the Class Representatives for the Settlement Class, including taking on the risks of litigation, responding to discovery, participating in depositions, and helping achieve the results to be made available to the Settlement Class. This amount shall be paid from the Gross Settlement Fund in accordance with the terms of the Settlement Agreement.

22. The Court approves payment of attorney's fees, costs and expenses to Class Counsel in the amount of \$600,000.00. This amount shall be paid from the Gross Settlement Fund in accordance with the terms of the Settlement Agreement. Class Counsel has adequately represented the Settlement Class and Class Counsel has applied for a Fee Award, based on a one-third contingency fee from the common benefit created to settle this case. A one-third common benefit contingency fee is reasonable in class action cases like the Civil Action and is reasonable in this Civil Action.

23. Neither this Judgment, nor the Settlement Agreement, nor the payment of any consideration in connection with the Settlement shall be construed or used as an admission or concession by or against Mercy or any of the Mercy Released Parties of any fault, omission, liability, or wrongdoing, or of the validity of any of the Released Claims. This Judgment is not a finding of the validity or invalidity of any claims in this Civil Action or a determination of any wrongdoing by Mercy or any of the Mercy Released Parties. The final approval of the Settlement does not constitute any position, opinion, or determination of this Court, one way or another, as to the merits of the claims or defenses of Plaintiffs, the Class Members, or Mercy.

24. The Court finds that no reason exists for delay in entering this Judgment.

25. The Parties, without further approval from the Court, are hereby permitted to agree to and adopt such amendments, modifications, and expansions of the Settlement Agreement and its implementing documents (including all exhibits to the Settlement Agreement) so long as they are consistent in all material respects with the Judgment and do not limit the rights of the Class Members.

26. The Court retains jurisdiction over this matter for purposes of ensuring compliance with the terms of the Settlement Agreement.

IT IS SO ORDERED:

6/18/24
Date

Rich Stewart
for Div 6

EXHIBIT 1

| Claimant ID | First Name | Last Name |
|-------------|-----------------|-------------|
| 5886043 | JANET | BETTENCOURT |
| 5895481 | EMILY D | REYESDONIS |
| 5893182 | TAYLOR MARIE | HASTEN |
| 5886410 | WANDA S | CARTER |
| 5892059 | VERNON C | CREELY |
| 5887540 | JIMMY | HARDY |
| 5894820 | BRITTANY | MOTT |
| 5890593 | PAUL EMIL | WEINRICH |
| 5892267 | KAYLYN A | DICKENS |
| 5895801 | CHRISTY CT | SCHWARTZ |
| 5887320 | ROD | GOINGS |
| 5890147 | JOY JAN | STEWART |