

**JOHN DOE AND JANICE DOE,**  
Individually and on behalf of all others  
similarly situated,

y.

**CH ALLIED SERVICES, INC.**  
d/b/a Boone Health  
d/b/a Boone Hospital Center,

**CASE NO. 22AC-CC07646**

## JURY TRIAL DEMANDED

The Court previously granted Preliminary Approval of the Class Action Settlement on August 10, 2026 (the “Preliminary Approval Order”). Before the Court is the Parties’ Joint Motion for Preliminary Approval of Amended Class Action Settlement (the “Motion”), the terms of which are set forth in the Amended Settlement Agreement between Plaintiffs and Boone Health, Inc. d/b/a Boone Health and CH Allied Services, Inc. d/b/a Boone Health and Boone Hospital Center (SSM Health Care Corporation d/b/a SSM Health (collectively, “Boone Health” or “Defendants,” and, together with Plaintiffs, the “Parties”), with accompanying exhibits attached as **Exhibit 1** to the Parties’ Memorandum of Law in Support of their Motion (the “Amended Settlement Agreement”).<sup>1</sup> The Parties have requested that the Court grant approval

<sup>1</sup> All defined terms in this Order Granting the Preliminary Approval of Amended Class Action Settlement (“Amended Preliminary Approval Order”) have the same meaning as set forth in the Amended Settlement Agreement, unless otherwise indicated.

of the Amended Settlement Agreement to resolve any ambiguities regarding the deadlines contained in the original Settlement Agreement and the Preliminary Approval Order.

Having fully considered the issue, the Court hereby **GRANTS** the Motion and **ORDERS** as follows:

1. **Class Certification for Settlement Purposes Only.** The Amended Settlement Agreement provides for a Settlement Class defined as follows:

All patients of Boone Health who resided in Missouri and logged into the Patient Portal from April 1, 2021 to December 5, 2022, who are included on the Settlement Class List. The class size is estimated to be 22,197.

Specifically excluded from the Settlement Class are:

(i) the Judge assigned to evaluate the fairness of this Settlement, Court personnel, and any members of their immediate families; and (ii) Boone Health, and any entity in which Boone Health has a controlling interest, is a parent or subsidiary, or which is controlled by Boone Health, and the affiliates, legal representatives, attorneys, heirs, predecessors, successors and assigns of Boone Health.

Pursuant to Missouri Rule of Civil Procedure 52.08(e), the Court finds that giving notice is justified. The Court finds that it will likely be able to approve the proposed Settlement as fair, reasonable, and adequate. The Court also finds that it will likely be able to certify the Settlement Class for purposes of judgment on the Settlement because it meets all of the requirements of Rule 52.08(a) and the requirements of Rule 52.08(b)(3). Specifically, the Court finds for settlement purposes that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are issues of law and fact that are common to the Settlement Class; (c) the claims of the Class Representatives are typical of and arise from the same operative facts and the Class Representatives seek similar relief as the claims of the Settlement Class Members; (d) the Class Representatives will fairly and adequately protect the interests of the Settlement Class as the Class Representatives have no interests antagonistic to or in conflict with the Settlement Class and has retained experienced and competent counsel to prosecute this Litigation on behalf of the Settlement Class; (e) questions of law or fact common

to Settlement Class Members predominate over any questions affecting only individual members; and (f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this Litigation.

2. **Settlement Class Representatives and Settlement Class Counsel.** The Court finds that Plaintiffs Janice Doe and John Doe will likely satisfy the requirements of Rule 52.08(a)(4) and should be appointed as the Class Representatives. Additionally, the Court finds that Barnes Law, LLC and Ahmad, Zavitsanos, & Mensing, PLLC should be appointed as Class Counsel.

3. **Preliminary Settlement Approval.** Upon preliminary review, the Court finds the Settlement is fair, reasonable, and adequate to warrant providing notice of the Settlement to the Settlement Class and accordingly is preliminarily approved. In making this determination, the Court has considered the monetary and non-monetary benefits provided to the Settlement Class through the Settlement, the good faith, arms' length negotiations between the Parties and absence of any fraud or collusion in the Settlement, the complexity, expense, and likely duration of the litigation, the stage of the proceedings and the amount of discovery completed, the probability of the Plaintiffs' success on the merits, the range of possible recovery, the opinions of class counsel and class representatives, the specific risks faced by the Settlement Class in prevailing on their claims, effectiveness of the proposed method for distributing relief to the Settlement Class, the proposed manner of allocating benefits to Settlement Class Members, that the Settlement treats the Settlement Class Members equitably, and all of the other factors required by Rule 52.08 and relevant case law.

4. **Jurisdiction.** The Court has subject matter jurisdiction and personal jurisdiction over the parties before it, including specifically the nationwide settlement class. *See Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 811-12 (1985). Additionally, venue is proper in this county because a substantial part of the events or omissions giving rise to Plaintiff's claims occurred in this county.

5. **Final Approval Hearing.** A Final Approval Hearing shall be held on November 10,

2026, at 9:00 a.m. or as soon as practicable for the Court at 301 East High Street, Jefferson City, Missouri 65101, where the Court will determine, among other things, whether: (a) this Litigation should be finally certified as a class action for settlement purposes only pursuant to Missouri Rule of Civil Procedure 52.08(a) and (b)(3); (b) the Settlement should be approved as fair, reasonable, and adequate, and finally approved pursuant to Missouri Rule of Civil Procedure 52.08(e); (c) this Litigation should be dismissed with prejudice pursuant to the terms of the Amended Settlement Agreement; (d) Settlement Class Members (who have not timely and validly excluded themselves from the Settlement) should be bound by the releases set forth in the Amended Settlement Agreement; (e) the application of Class Counsel for an award of Attorneys' Fees, Costs, and Expenses should be approved pursuant to Missouri Rule of Civil Procedure 52.08 (d)(5); and (f) the application of the Class Representatives for Service Awards should be approved.

6. **Settlement Administrator.** The Court appoints Atticus Administration as the Settlement Administrator, with responsibility for class notice and settlement administration. The Settlement Administrator is directed to perform all tasks the Amended Settlement Agreement requires. The Settlement Administrator's fees will be paid pursuant to the terms of the Amended Settlement Agreement.

7. **Notice.** The proposed notice program set forth in the Amended Settlement Agreement and the Notices and Claim Form attached to the Amended Settlement Agreement as **Exhibits A-C** are hereby approved. Non-material modifications to these Exhibits may be made by the Settlement Administrator in consultation and agreement with the Parties, and without further order of the Court.

8. **Findings Concerning Notice.** The Court finds that the proposed form, content, and method of giving Notice to the Settlement Class as described in the Notice program and the Amended Settlement Agreement and its exhibits constitute the best practicable notice under the circumstances, including individual notice to all members who can be identified through reasonable effort, as

directed by the Court. *See* Rule 52.08(c)(2), (e). Pursuant to Missouri Rule of Civil Procedure 52.08(c)(2), the Notice describes procedures for making claims, objections, and requesting exclusion by a specified date; that the court will exclude the class member from the class if the member so requests by a specified date; described that the judgment, whether favorable or not, will include all members who do not request exclusion, and that any member who does not request exclusion may, if the member desires, enter an appearance through counsel. *See id.* Thus, the Notice meets all applicable requirements of law, including Missouri Rule of Civil Procedure 52.08(c) and (e), and meet the requirements of the Due Process Clause(s) of the United States and Missouri Constitutions. The Court further finds that the Notice provided for in the Amended Settlement Agreement is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members. The Settlement Administrator is directed to carry out the Notice program in conformance with the Amended Settlement Agreement.

10. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded from the Settlement Class must individually sign and timely submit written notice of such intent to the designated Post Office box established by the Settlement Administrator in the manner provided in the Notice. The written notice must clearly manifest a Person's intent to be excluded from the Settlement Class. To be effective, such Requests for Exclusion must be postmarked no later than the Opt-Out Deadline described in ¶ 24 in the Amended Settlement Agreement and as stated in the Notice, which is no later than thirty (30) days from the Notice Deadline.

Within seven (7) days after the Opt-Out Deadline, the Settlement Administrator shall furnish to Class Counsel and to Defendant's Counsel a complete list of all timely and valid Requests for Exclusion (the "Opt-Out List").

If a Final Order and Judgment is entered, all Persons falling within the definition of the Settlement Class who do not request to be excluded from the Settlement Class shall be bound by the terms of this Amended Settlement Agreement and the Final Order and Judgment. All Persons who submit valid and

timely notices of their intent to be excluded from the Settlement Class shall not receive any cash benefits of and/or be bound by the terms of the Amended Settlement Agreement.

11. **Objections and Appearances.** A Settlement Class Member (who does not submit a timely written Request for Exclusion) desiring to object to the Amended Settlement Agreement may submit a timely written notice of his or her objection by the Objection Deadline and as stated in the Notice. The Email Notice shall instruct Settlement Class Members who wish to object to the Amended Settlement Agreement to file their objections with the Court and to mail copies to Class Counsel and Defendant's Counsel. The Notice shall advise Settlement Class Members of the deadline for submission of any objections—the "Objection Deadline." Any such notices of an intent to object to the Amended Settlement Agreement must be written and must include all of the following: (a) the name of the proceedings; (b) the Settlement Class Member's full name, address, telephone number (if any), and email address (if any); (c) information identifying the objector as a Settlement Class Member; (d) a written statement of all grounds for the objection, accompanied by any legal support or documentation the objector cares to submit; (e) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (f) the identity of all lawyers (if any) representing the objector; (g) a statement of whether the objector or his/her attorneys intends to appear at the Final Fairness Hearing; (h) a list of all persons who will be called to testify at the Final Fairness Hearing in support of the objection; (i) a list of all other matters in which the objecting Settlement Class Member and/or his/her attorney has lodged an objection to a class action settlement; and (j) the objector's personal signature.

To be timely, written notice of an objection in the appropriate form must contain the case name and docket number *John Doe and Janice Doe v. Boone Health, Inc. and CH Allied Services, Inc.*, Case No. 22AC-CC07646 and must be filed with the Clerk of Court by the Objection Deadline, which is no later than sixty (60) days from the Notice Deadline pursuant to ¶ 24 in the Amended Settlement Agreement, and served concurrently therewith upon Class Counsel and Defendant's Counsel, postmarked by the

Objection Deadline, established by this Amended Preliminary Approval Order and as stated in the Notice.

Any Settlement Class Member who fails to comply with the requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Amended Settlement Agreement, and shall be bound by all the terms of the Amended Settlement Agreement and by all proceedings, orders, and judgments in the Litigation. The provisions stated in ¶¶ 24-27 of the Amended Settlement Agreement shall be the exclusive means for any challenge to the Amended Settlement Agreement. Any challenge to the Amended Settlement Agreement, or the Final Order and Judgment to be entered upon final approval shall be pursuant to appeal under the Missouri Rules of Appellate Procedure and not through a collateral attack.

12. **Claims Process.** Settlement Class Counsel and Defendant have created a process for Settlement Class Members to claim benefits under the Settlement. The Court preliminarily approves this process and directs the Settlement Administrator to make the Claim Form or its substantial equivalent available to Settlement Class Members in the manner specified in the Notice.

The Settlement Administrator will be responsible for effectuating the claims process.

Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirement and procedures specified in the Notice and the Claim Form. If the Final Order and Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a Claim in accordance with the requirements and procedures specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Final Order and Judgment, including the releases contained therein.

13. **Termination of Settlement.** This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing before the Court entered this Preliminary Approval Order and before they

entered the Amended Settlement Agreement, if: (a) the Court does not enter this Preliminary Approval Order; (b) Settlement is not finally approved by the Court or is terminated in accordance with the Amended Settlement Agreement; or (c) there is no Effective Date. In such event, (i) the Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled Litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel; (ii) the terms and provisions of the Amended Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and (iii) any judgment or order entered by the Court in accordance with the terms of the Amended Settlement Agreement shall be treated as vacated, *nunc pro tunc*.

14. **Use of Order.** This Preliminary Approval Order shall be of no force or effect if the Final Order and Judgment is not entered or there is no Effective Date and shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, or liability. Nor shall this Preliminary Approval Order be construed or used as an admission, concession, or declaration by or against the Class Representatives or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claims they may have in this Litigation or in any other lawsuit.

15. **Continuance of Hearing.** The Court reserves the right to adjourn or continue the Final Fairness Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement Website maintained by the Settlement Administrator. The Court may approve the Settlement, with such modifications as may be agreed upon by the Parties, if appropriate, without further notice to the Settlement Class.

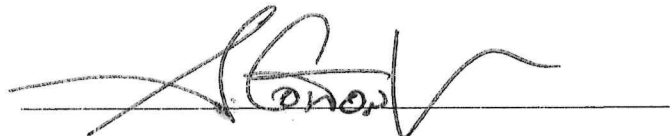
16. **Stay of Litigation.** All proceedings in the Litigation, other than those related to approval of the Amended Settlement Agreement, are hereby stayed. Further, any actions brought by

Settlement Class Members concerning the Released Claims are hereby enjoined and stayed pending Final Approval of the Settlement Agreement.

17. **Schedule and Deadlines.** The Court orders the following schedule of dates for the specified actions/further proceedings:

| Event                                                                                                  | Deadline                                         |
|--------------------------------------------------------------------------------------------------------|--------------------------------------------------|
| Defendant Provides Class Member Information to Settlement Administrator                                | Within 20 Days of August 10, 2026                |
| Deadline for Claims Administrator to Begin Sending Short Form Notice by Email (the "Notice Deadline")  | Within 30 Days of August 10, 2026                |
| Opt-Out Deadline                                                                                       | 30 Days After Notice Deadline                    |
| Settlement Administrator Provides Parties with List of Timely, Valid Opt-Outs                          | 7 Days After Opt-Out Deadline                    |
| Motion for Attorneys' Fees, Costs, Expenses, and Service Award to Be Filed by Settlement Class Counsel | At Least 14 Days Prior to the Objection Deadline |
| Objection Deadline                                                                                     | 60 Days After Notice Deadline                    |
| Claims Deadline                                                                                        | 60 Days After Notice Deadline                    |
| Motion for Final Approval to Be Filed by Class Counsel                                                 | At Least 14 Days Prior To Final Approval Hearing |
| Final Approval Hearing                                                                                 | December 1, 2026 at 8:30 a.m.                    |

DONE AND ORDERED on this 3<sup>rd</sup> day of September, 2026.



Hon. Cotton Walker