CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release ("Agreement" or "Settlement Agreement" or "Settlement") is made and entered into by and among Plaintiffs JOHN DOE (JOHN BECK), JAMES DOE (ROBERT WOOD), and JUDY DOE (DEBBI PAYNE) (collectively, "Plaintiffs"), on behalf of themselves and the proposed Settlement Class (as defined below) and LAKE REGIONAL HEALTH SYSTEM ("Defendant" or "Lake Regional") (together, the "Parties").

I. RECITALS

WHEREAS, Lake Regional is a nonprofit corporation treating approximately 31,000 patients annually;

WHEREAS, on March 17, 2023, Plaintiff John Doe (John Beck) filed a Petition against Lake Regional in the Circuit for the Court of Camden County, Missouri related to Lake Regional's use of third-party tracking technologies on its websites, case number 23CM-CC00072;

WHEREAS, on June 9, 2023, Defendant filed a motion to dismiss;

WHEREAS, on January 16, 2024, Plaintiff John Doe (John Beck) filed an amended petition which added Plaintiff Jane Doe (Maryann Reinhart);

WHEREAS, February 26, 2024, Defendant subsequently moved for judgment on the pleadings on February 26, 2024;

WHEREAS, the motion was fully briefed, and argument was held on May 23, 2024, and the Court denied Defendant's motion for judgment on the pleadings;

WHEREAS, on January 9, 2025, Plaintiff Jane Doe (Maryann Reinhart) filed a notice of voluntary dismissal, without prejudice, and the Court has designated the case (Case No. 23CM-CC00072) as dismissed;

WHEREAS, on January 9, 2025, Plaintiff John Doe initiated the present action (Case No. 25CM-CC00008), along with James Doe (Robert Wood), and Judy Doe (Debbi Payne), against Lake Regional in the Circuit for the Court of Camden County, Missouri related to Lake Regional's use of third-party tracking technologies on its websites;

WHEREAS, on April 2, 2026, the Parties engaged in a mediation before Bennett G. Picker of Stradley Ronan, a well-respected mediator with significant experience resolving consumer privacy class actions;

WHEREAS, the Parties recognize the outcome of the Action and the claims asserted in the Action are uncertain, and that protracted litigation of this Action to final judgment would entail substantial cost, risk, and delay of benefits and relief for Plaintiffs and all Settlement Class Members (as defined below);

WHEREAS, the Parties desire to compromise and settle all issues, claims, and allegations asserted in the Action, or those claims that could have been asserted in the Action based upon the personal information that was allegedly disclosed by Lake Regional to third parties through Meta Pixel, Google Analytics, and similar or related technology without authorization, by or on behalf of Plaintiffs and the Settlement Class (as defined below);

WHEREAS, Plaintiffs and Settlement Class Counsel (as defined below) believe that the factual and legal claims asserted in the Action are meritorious. Settlement Class Counsel has investigated the facts relating to the claims and defenses alleged and the underlying events in the Action, has made a thorough study of the legal principles applicable to the claims and defenses asserted in the Action, and has conducted a thorough assessment of the strengths and weaknesses of the claims in the Action. Plaintiffs and Settlement Class Counsel have concluded that it would be in the best interests of the Settlement Class to enter into this Agreement, which interests include the substantial value to be derived by this Settlement and the interests of avoiding the uncertainties of litigation and assuring that the benefits reflected herein are obtained for the Settlement Class; that Plaintiffs consider the Settlement set forth herein to be fair, reasonable and adequate, and in the best interests of the Settlement Class; and Plaintiffs and Settlement Class Counsel believe that the Settlement confers substantial benefits upon the Settlement Class;

WHEREAS, Lake Regional asserts numerous legal and factual defenses to the claims made in the Action and specifically denies each and all the claims and contentions alleged against it in the Action and denies all charges of wrongdoing or liability as alleged, or which could be alleged, in the Action. Lake Regional, despite its belief that it has valid and complete defenses to the claims asserted against it in the Action, has nevertheless agreed to enter into this Agreement to reduce and avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation, and thereby to resolve this controversy, without any admission of wrongdoing or liability whatsoever;

NOW, THEREFORE, in consideration of the covenants, agreements, and releases set forth herein and for other good and valuable consideration, it is hereby agreed by and among Plaintiffs, on behalf of themselves and the proposed Settlement Class, and Lake Regional that, subject to the approval of the Court, the Action be forever and fully resolved, settled, and compromised on the following terms and conditions:

II. DEFINITIONS

1. The terms used in this Settlement Agreement, and listed in this section, shall have the following meanings:

a. "Action" means the putative class action lawsuit captioned as *Doe et al. v. Lake Regional Health System*, docketed as Cause No. 25CM-CC00008, presently pending in the Camden County, Missouri, Circuit Court.

b. "Agreement" or "Settlement Agreement" or "Settlement" means this Settlement Agreement, Exhibits, and the settlement embodied herein.

c. "Approved Claim(s)" means any Claim approved by the Claims Administrator or found to be valid through the appeal process set forth in this Agreement.

d. "Cash Payment" means a payment of Twenty Dollars and Zero Cents ($20.00) to each Participating Settlement Class Member who elects to receive this payment and submits an Approved Claim.

e. "Claim" means a claim for settlement benefits made under the terms of this Settlement Agreement.

f. "Claim Form" means the form that a Settlement Class Member must complete and submit on or before the Claims Deadline to be eligible for the benefits described herein. The Claim Form shall be reformatted by the Claims Administrator as needed and shall be made available in paper and for electronic submission through the Settlement Website. The Claim Form template is attached as Exhibit A to this Settlement Agreement.

g. "Claimant" means a Participating Settlement Class Member who makes a Claim for benefits under this Settlement Agreement.

h. "Claims Administrator" means Atticus Administration, subject to approval of the Court.

i. "Claims Deadline" means the final time and date by which a Claim must be postmarked or submitted through the Settlement Website for a Class Member to be entitled to any of the settlement consideration contemplated by this Agreement. The Claims Deadline shall be sixty (60) days after the Notice Deadline.

j. "Court" means the Camden County, Missouri, Circuit Court, or such other Court sitting in its stead.

k. "Effective Date" means one business day following the date upon which the Settlement in the Action shall become effective and final, and occurs when the Final Order and Judgment, as defined below, has been entered and all times to appeal therefrom have expired with (i) no appeal or other review proceeding having been commenced; or (ii) an appeal or other review proceeding having been commenced, and such appeal or other review having been concluded such that it is no longer subject to review by any court, whether by appeal, petitions for rehearing or re-argument, petitions for rehearing *en banc*, petitions for writ of certiorari, or otherwise, and such appeal or other review has been resolved in a manner that affirms the Final Order and Judgment in all material respects.

l. "Fees Award and Costs" means the reasonable attorneys' fees, costs, and expenses of counsel for Plaintiffs and awarded by the Court.

m. "Final Approval Hearing" means the hearing to determine whether the Settlement of the Action should be given final approval and whether the applications of Settlement Class Counsel for attorneys' fees, costs and expenses, and service awards for the Settlement Class Representatives should be approved.

n. "Final Order and Judgment" means an order and judgment substantially in the form attached hereto as Exhibit F, entered by the Court, as discussed in Section XII, below, which finally approves the Settlement Agreement, certifies the Settlement Class, dismisses the Action with prejudice, and otherwise satisfies the settlement-related provisions of the Missouri Rules of Civil Procedure and is consistent with all material provisions of this Agreement.

o. "Lake Regional" or "Defendant" means Defendant Lake Regional Health System.

p. "Lake Regional's Counsel" means Jenn O. Hatcher of Shook Hardy & Bacon LLP.

q. "Litigation" means all claims and causes of action asserted in the Action, or that could have been asserted, against Lake Regional and the Released Parties, including any and all appellate rights, as well as any other such actions by and on behalf of any other individuals or putative classes of individuals originating, or that may originate, in the jurisdictions of the United States against Lake Regional relating to the subject matter of this Action. The Parties represent that they are unaware of any such actions pending other than the Action.

r. "Notice" means the email notice substantially in the form, included within Exhibit B, attached hereto, which is to be emailed to Settlement Class Members, subject to approval by the Court. Notice also means the Long Form Notice, included within Exhibit C, attached hereto, which is to be made available to the Settlement Class Members on the Settlement Website maintained by the Claims Administrator, without material alteration (except where necessary to render it electronically accessible). Where an email address is not available for a Settlement Class Member, the Claims Administrator may mail a postcard notice, included within Exhibit D, attached hereto, to the Settlement Class Member.

s. "Notice and Administration Expenses" means all of the reasonable expenses incurred by the Claims Administrator in the administration of this Settlement, including, without limitation, all expenses or costs associated with providing Notice to the Settlement Class; locating Settlement Class Members; processing Claims; determining the eligibility of any person to be a Settlement Class Member; and administering, calculating, and disbursing the benefits made available under this Settlement to Settlement Class Members. Notice and Administration Expenses also includes all reasonable third-party fees and expenses incurred by the Claims Administrator in administering the terms of this Agreement.

t. "Notice Deadline" means the last day by which Notice must begin issuing to the Settlement Class and will occur no later than thirty (30) days after entry of the Preliminary Approval Order.

u. "Objection Deadline" means the deadline for Settlement Class Members to object to the Settlement, as specified in the Notices, which date shall be sixty (60) days after the Notice Deadline.

v. "Opt-Out Deadline" means the deadline to submit requests to opt out of the Settlement, as specified in the Notices, which date shall be thirty (30) days after the Notice Deadline.

w. "Participating Settlement Class Member" means a Settlement Class Member who does not submit a valid Request for Exclusion by the Opt-Out Deadline.

x. "Parties" means (i) Plaintiffs, on behalf of themselves and the Settlement Class, and (ii) Lake Regional.

y. "Patient Portal" means the secure, password-protected online patient account environment through which individual patients access and manage their own healthcare-related information and services.

z. "Person" means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision thereof, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, agents and/or assignees.

aa. "Petition" means the Class Action Petition filed on January 9, 2025.

bb. "Plaintiffs" means John Doe [John Beck], James Doe [Robert Wood], and Judy Doe [Debbi Payne].

cc. "Preliminary Approval Order" means the proposed order preliminarily approving the Settlement and directing email notice to the Settlement Class of the pendency of the Action and of the Settlement, to be entered by the Court. A proposed form of the Preliminary Approval Order is included within Exhibit E, attached hereto.

dd. "Privacy Monitoring Services" means CyEx Privacy Shield Pro privacy monitoring services for a period of one (1) year.

ee. "Released Claims" means any and all claims, liabilities, rights, demands, suits, actions, causes of action, obligations, damages, penalties, costs, attorneys' fees, losses, and remedies of every kind or description—whether known or unknown (including Unknown Claims), existing or potential, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—

that the Releasing Parties had or have that have been or could have been asserted in the Action that relate to or arise from the personal information that was disclosed by Lake Regional to third parties through Meta Pixel, Google Analytics, and similar or related technology without authorization, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law.

ff. "Released Parties" means Lake Regional and each and every of its respective predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and any and all of their past, present, and future officers, directors, employees, stockholders, partners, servants, agents, successors, attorneys, representatives, insurers, reinsurers, subrogees and assigns of any of the foregoing. Each of the Released Parties may be referred to individually as a "Released Party."

gg. "Releasing Parties" means the Settlement Class Representatives and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representative, agents, partners, successors, attorneys, and assigns.

hh. "Request for Exclusion" means a written communication by or on behalf of a Settlement Class Member in which he or she requests to be excluded from the Settlement Class in the form and manner provided for in the Notice, and on or before the Opt-Out Deadline.

ii. "Service Award Payment" means compensation awarded by the Court and paid to the Settlement Class Representatives in recognition of their role in the Action.

jj. "Settlement Class" means all living Missouri patients of Lake Regional who logged into the Patient Portal between January 9, 2020, and November 2, 2022, who are included on the Settlement Class List. The class size is estimated to be 11,864. The Settlement Class specifically excludes: (i) any judge or magistrate presiding over this action, Court personnel, and members of their families; (ii) the Defendant, Defendant's subsidiaries, affiliates, parents, successors, predecessors, and any entity in which the Defendant or its parent has a controlling interest and their current or former employees, officers, and directors; and (iii) Settlement Class Counsel, including any other attorneys representing Plaintiffs in this Action, and Lake Regional's Counsel.

kk. "Settlement Class Counsel" refers to Foster C. Johnson of Ahmad, Zavitsanos & Mensing, PLLC; Lynn A. Toops of CohenMalad LLP; and J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC.

ll. "Settlement Class List" means the list generated by Lake Regional containing the full names and current or last known email address for Settlement Class Members, to the extent reasonably available, which Lake Regional shall provide to the Claims Administrator within twenty (20) days of the entry of the Preliminary Approval Order.

mm. "Settlement Class Member" means any Person who falls within the definition of the Settlement Class.

nn. "Settlement Class Representatives" means Plaintiffs (as defined later in this section).

oo. "Settlement Payment" means the payment to be made via mailed check or electronic payment to a Participating Settlement Class Member who has submitted an Approved Claim for a Cash Payment.

pp. "Settlement Website" means the website that the Claims Administrator will establish as soon as practicable following entry of the Preliminary Approval Order, but prior to sending Notice, as a means for Settlement Class Members to obtain notice of and information about the Settlement and relevant case documents and deadlines. The Settlement Website shall contain relevant documents, including, but not limited to, the Notice, this Agreement, Plaintiffs' motion for preliminary approval of the Settlement, the Preliminary Approval Order, Plaintiffs' motion for a Fee Award and Costs and/or Service Award Payment(s), and the Petition. The Settlement Website shall also include a toll-free telephone number, email address, and mailing address through which Settlement Class Members may contact the Claims Administrator directly. The Settlement Website shall not include any advertising and shall remain operational until at least sixty (60) days after all Settlement Payments have been distributed.

qq. "Unknown Claims" means any of the Released Claims that any Settlement Class Members, including the Settlement Class Representatives, does not know or suspect to exist in his or her favor at the time of the release of the Released Parties that, if known by him or her, might have affected his or her settlement with, and release of, the Released Parties, or might have affected his or her decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date, the Settlement Class Representatives expressly shall have, and each of the other Settlement Class Members shall be deemed to have, and by operation of the Final Order and Judgment shall have, waived the provisions, right, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by the law of any state, province, or territory of the United States, which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY

AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Settlement Class Members, including the Settlement Class Representatives, may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Released Claims, but the Settlement Class Representatives expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Final Order and Judgment shall have, upon the Effective Date, fully, finally, and forever settled and released any and all of the Released Claims. The Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Final Order and Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

III. SETTLEMENT BENEFITS TO CLASS

Subject to the terms of this Agreement, Lake Regional shall make available the following benefits to Participating Settlement Class Members who have submitted Approved Claims:

2. **CyEx Privacy Shield:** In exchange for the dismissal of this Action with prejudice, and the Released Claims as provided herein, Lake Regional agrees to provide each of the Settlement Class Members with a one-year subscription to CyEx Privacy Shield. A one-year subscription to CyEx Privacy Shield is valued at over $330 per class member. The CyEx Privacy Shield includes:

a. **VPN**: Privacy Shield VPN provides a military-grade encryption, allowing users to access the internet anytime, anywhere, on multiple devices—without exposure.
b. **Password Defense:** Password Defense makes it easy to secure online accounts with strong passwords and access these passwords across multiple devices.
c. **Data Broker Opt Out:** Data broker opt out allows users to control their privacy by eliminating personal information from data brokers, reducing the risk that the user's information is sold to advertisers, telemarketers, or bad actors.
d. **Privacy Search:** Privacy Search automatically launches an anonymous search engine in a new tab for the private online activity.
e. **Digital Vault:** The digital vault allows users to securely store their most important digital files and easily share them with family members.

3. **Dissemination of Privacy Monitoring Services:** Each Settlement Class Member will automatically be sent, via email, a link, activation code, and instructions clearly explaining how to enroll in one year of CyEx Privacy Shield. Settlement Class Members will have ninety (90) days from the date the Claims Administrator provides the activation codes to enroll in CyEx Privacy Shield.

4. **Cash Payment:** In addition to Privacy Monitoring Services, Settlement Class Members may make a claim to receive a Cash Payment in the amount of Twenty-Five Dollars and Zero Cents ($25.00). Cash Payments shall be limited to one per unique Settlement Class Member as reflected on the Settlement Class List.

a. The Claims Administrator shall verify that each person who submits a Claim Form for a Cash Payment is a Participating Settlement Class Member. A Participating Settlement Class Member shall be required to provide sufficient information to allow the Claims Administrator to reasonably match the Claim to the Settlement Class List, including a valid email address. Each Claimant shall attest under penalty of perjury that they are the intended recipient of the Notice and an eligible Settlement Class Member.

b. The Claims Administrator may contact Participating Settlement Class Members to seek clarification regarding submitted claims prior to determining their validity. In the event of any ambiguities in the Claim Form, the Claims Administrator must contact the Participating Settlement Class Member prior to making a determination as to its validity and, specifically, whether the Participating Settlement Class Member wishes to file a claim for a Cash Payment.

5. **Injunctive Relief:** Lake Regional shall not use Meta Pixel, Google Analytics, or similar third-party tracking technologies within the Lake Regional Patient Portal for three years following final approval of the Settlement. Nothing herein prohibits Lake Regional from using HIPAA compliant third-party vendors for analytics or de-identification purposes, so long as such use is subject to a valid Business Associate Agreement and does not involve tracking technologies that transmit patient information for advertising or marketing purposes.

IV. STIPULATED CLASS ACTION SETTLEMENT CERTIFICATION

6. Only for purposes of effectuating the Settlement, Settlement Class Representatives, Settlement Class Counsel, and Lake Regional agree and stipulate to certification of the Settlement Class as defined in this Agreement. Settlement Class Representatives, Settlement Class Counsel , and Lake Regional further agree and stipulate that, subject to Court approval, Settlement Class Counsel shall act as counsel for the Settlement Class.

7. Such agreement and stipulation to certification of the Settlement Class and appointment of Settlement Class Counsel is contingent upon the Court entering the Final Order and Judgment of this Settlement and the occurrence of the Effective Date. Should such events not occur or in the event this Agreement is terminated for any reason, Lake Regional reserves the right to object to class certification *de novo*. This Agreement shall have no precedential effect with regard to any motion for certification of a litigation class that may be filed if this matter is not fully and completely resolved through this settlement effort. This Agreement shall have no precedential effect with regard to any other lawsuit against Lake Regional that may be pending now or in the future, other than in a proceeding seeking to enforce this Agreement.

8. Settlement Class Representatives, Settlement Class Counsel, and Lake Regional agree and stipulate that the Settlement should be approved by the Court, and that the Court should make a determination that the Settlement is fair, reasonable, and adequate, and made in good faith. Settlement Class Counsel shall bear the expenses and responsibility for taking all necessary measures to obtain Court approval, including, without limitation, preparing and filing all papers

with the Court necessary for obtaining such approval, and following the required procedures for a good faith determination.

9. Settlement Class Representatives, Settlement Class Counsel, and Lake Regional agree and stipulate that the Parties shall timely submit the motions for preliminary and final approval of the Parties' Settlement to the Court. Consistent with the terms of this Agreement and notwithstanding the rights of the Parties to terminate this Agreement as set forth herein, the Parties and their counsel agree to cooperate and use their reasonable best efforts, including all steps and efforts contemplated by this Agreement and any other reasonable steps and efforts that may be necessary or appropriate, by order of the Court or otherwise, to carry out the terms of this Agreement.

V. RELEASE

10. Upon the Effective Date, and without any further action, and for good and valuable consideration the adequacy of which is hereby acknowledged, each Releasing Party shall be deemed to have fully, finally, and forever released, relinquished, and discharged any and all Released Claims against each and every one of the Released Parties, and shall forever be barred and enjoined, without the necessity of any of the Released Parties posting a bond, from commencing, instituting, prosecuting, or maintaining any of the Released Claims. Upon the Effective Date, and without any further action, the Settlement Class Representatives further agree not to knowingly and voluntarily assist in any way any third party in commencing or prosecuting any suit against the Released Parties related to any Released Claim. The Released Claim(s) include the release of Unknown Claims. It is further agreed that this Settlement may be pleaded as a complete defense to any proceeding subject to this Paragraph.

VI. ADMINISTRATION OF THE SETTLEMENT AND CLASS NOTICE

11. The Claims Administrator shall provide notice to the Settlement Class Members and administer the Settlement under the Parties' supervision and subject to the exclusive jurisdiction of this Court.

12. No later than twenty (20) days after entry of the Preliminary Approval Order, Lake Regional shall provide the Settlement Class List to the Claims Administrator. The Settlement Class List shall be used by the Claims Administrator solely for the purpose of performing its obligations pursuant to this Agreement and shall not be used for any other purpose at any time. Except to administer the Settlement as provided for in this Agreement, or to provide all data and information in its possession to the Parties upon request, the Claims Administrator shall not reproduce, copy, store, or distribute in any form, electronic or otherwise, the Settlement Class List.

13. Dissemination of the Notice shall be accomplished by the Claims Administrator, and the Claims Administrator shall comply with the following:

a. Settlement Website: Prior to sending Notice, the Parties agree to direct the Claims Administrator to create the Settlement Website. The Settlement Website will include the information in the Notice, provide access to relevant publicly available

court documents relating to the Action, allow Participating Settlement Class Members to submit Claims for available Settlement Class Member benefits, and allow Participating Settlement Class Members to submit documents to supplement or cure deficient Claims.

b. Settlement Toll-Free Number: The Claims Administrator shall establish and maintain a toll-free telephone number with information relevant to this Settlement.

c. Email Notice: Within thirty (30) days of the signed Preliminary Approval Order, the Claims Administrator shall commence the dissemination of the Notice. Notice shall be given by email. If any email notice is returned as undeliverable, the Claims Administrator shall attempt to locate either a substitute email address or a mailing address for the Settlement Class Members and shall email or mail the Notice promptly.

d. Reminder Notice: No later than thirty (30) days after the Notice Deadline, the Claims Administrator shall send a reminder notice substantially in the form of the original Notice with the additional indication that it is a reminder of the Settlement Class Members' rights to file a claim.

14. The administration of the Settlement is defined as the approval of the form of notice program and all related forms; initial emailing of the Notice; creation and maintenance of Settlement Website; administration and coordination of the emailing, mailing, and distribution of codes for Privacy Monitoring Services and/or Cash Payments after final approval of Settlement; day-to-day administration of the Settlement, including responding to Settlement Class Member inquiries; delivery to the Parties of any requests to opt out or objections; communication to the Parties about any issues that may arise; and the preparation of an affidavit of fairness of the notice program to be submitted to the Court with the motion for final approval.

15. The notice program shall be designed to provide for maximum clarity and ease of Claim submission. Claims may be made by submitting a paper Claim Form by mail or by filling out an online Claim Form to be developed by the Claims Administrator.

16. The Claims Administrator shall inform Settlement Class Counsel and Lake Regional's Counsel regarding all material aspects of the claims process including Claims made, Claims accepted, Claims rejected, and all substantive communications with Settlement Class Members. Specifically, the Claims Administrator shall provide weekly reports to the Parties identifying: (a) the number of received Claims; (b) the number of Approved Claims; (c) the number of rejected Claims; and (d) the total projected Cash Payment exposure.

17. Settlement Payments for Approved Claims shall be issued and either mailed or emailed by the Claims Administrator within sixty (60) days after the Effective Date and/or sixty (60) days after approval of the Claim, whichever is later. Lake Regional shall fund the amount necessary to pay all Approved Claims within thirty (30) days after the Effective Date or receipt of payment instructions from the Claims Administrator, whichever is later.

18. All settlement checks shall be void sixty (60) days after issuance and shall bear the language: "This check must be cashed within 60 days of its date; after that time, it will be void." Any check that is not negotiated within the void period shall be deemed forfeited, and the Settlement Class Member shall have no further right to receive a Cash Payment. A check may be reissued once upon written request received within fifteen (15) days after it becomes void. No reissuance shall occur more than ninety (90) days after the Effective Date. Lake Regional shall have no obligation to reissue checks, locate Settlement Class Members, or otherwise ensure that payments are received or negotiated.

19. All codes for Privacy Monitoring Services shall be void ninety (90) days after issuance. Any code that is not activated within the void period shall be deemed forfeited, and the Settlement Class Member shall have no further right to receive Privacy Monitoring Services. A code may be reissued only in cases of documented delivery failure. No reissuance shall occur more than ninety (90) days after issuance. Lake Regional shall have no obligation to reissue codes, locate Settlement Class Members, or otherwise ensure that codes are received or activated.

20. All Settlement Class Members who fail to timely submit a Claim for any benefits under this Settlement by the applicable deadline, or such other deadline as may be ordered by the Court, or otherwise allowed, shall be forever barred from receiving any Cash Payments or benefits pursuant to the Settlement, but will in all other respects remain subject to and bound by the provisions of the Settlement Agreement, including the releases contained herein and the Final Order and Judgment.

21. No Person shall have any claims against the Claims Administrator, Settlement Class Representatives, Settlement Class Counsel, Lake Regional, or Lake Regional's Counsel based on distribution of benefits to Settlement Class Members. Nothing contained herein shall be deemed a release of any claim against the Claims Administrator for its breach of fulfilling its duties due under its administration obligations.

22. The Parties, Settlement Class Counsel, Lake Regional's Counsel, and the Released Parties shall not have any liability whatsoever with respect to (a) any act, omission, or determination of the Claims Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise; (b) the management, investment, or distribution of Claims made or benefits available pursuant to this Agreement; (c) the formulation, design, or terms of the disbursement of the Claims made or benefits available pursuant to this Agreement; and (d) the determination, administration, calculation, or payment of any Claims made pursuant to this Agreement.

23. The Claims Administrator shall defend, indemnify and hold harmless the Parties, Settlement Class Counsel, Lake Regional's Counsel and the Released Persons for (a) any act, omission or determination of the Claims Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise; (b) the management, investment or distribution of claims made or benefits available pursuant to this Agreement; (c) the formulation, design or terms of the disbursement of the claims made or benefits available pursuant to this Agreement; and (d) the determination, administration, calculation, or payment of any claims made pursuant to this Agreement.

VII. OPT-OUT AND OBJECTION PROCEDURES

24. Under the procedure set forth in the Notice, Settlement Class Members have the right and ability to submit a Request for Exclusion and exclude themselves from the Settlement Class as set forth in the Preliminary Approval Order. No person may submit a Request for Exclusion on behalf of any other Person, or purport to exclude Settlement Class Members as a group, in the aggregate, or as a class. Any such purported Request for Exclusion shall be void, and the Settlement Class Member(s) shall be treated as Participating Settlement Class Members unless a valid and timely Request for Exclusion is submitted. To be a valid Request for Exclusion, the Settlement Class Member must send a letter to the Claims Administrator postmarked no later than the Opt-Out Deadline. The Request for Exclusion must include the name of the proceeding, the individual's full name, current address, personal signature, and the words "Request for Exclusion" or a comparable statement that the individual does not wish to participate in the Settlement at the top of the communication. The Notice must state that any Settlement Class Member who does not file a timely Request for Exclusion in accordance with this Paragraph will lose the opportunity to exclude his or herself from the Settlement and will be bound by the Settlement as a Participating Settlement Class Member, regardless of whether such individual files a Claim for benefits under this Settlement. All persons who submit valid and timely Requests for Exclusion shall not receive any benefits under the Settlement, shall not be bound by the Settlement, and shall have no rights under this Agreement. Any Request for Exclusion that does not comply with the requirements set forth in this Paragraph, or that is not timely submitted, shall be invalid, and the Person submitting such request shall be deemed a Participating Settlement Class Member and bound by the Settlement.

25. The Claims Administrator shall cause copies of any Requests for Exclusion to be provided to Settlement Class Counsel and Lake Regional's Counsel as they are received. No later than seven (7) days after the Opt-Out Deadline, the Claims Administrator shall provide Settlement Class Counsel and Lake Regional's Counsel a complete and final list of all known Requests for Exclusion. Settlement Class Counsel shall provide this information to the Court before the Final Approval Hearing.

26. Within seven (7) days after receipt of the list of all known Requests for Exclusion, provided that there have been Opt Outs (exclusions) representing more than five percent (5%) of the Settlement Class, Lake Regional may, by notifying Settlement Class Counsel in writing, void this Agreement. If Lake Regional voids the Agreement pursuant to this Paragraph, Lake Regional shall be obligated to pay all Notice and Administration Expenses already incurred, excluding any attorneys' fees, costs, and expenses of Settlement Class Counsel and Service Award Payments.

27. The Notice will inform the Settlement Class Members that they may submit a written objection to the Claims Administrator postmarked no later than the Objection Deadline. To be valid, an objection must state: (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 Approval Hearing; (h) a list of all persons who will be called to testify at the Final Approval 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 signature.

28. The Notice will further inform Settlement Class Members that to be considered timely, any valid objection in the appropriate form must be filed with the Clerk of the Camden County, Missouri, Circuit Court no later than the Objection Deadline. The Notice will also inform Settlement Class Members that they must mail a copy of their objection to the Claims Administrator, Settlement Class Counsel, and Lake Regional's Counsel, postmarked no later than the Objection Deadline. The Notice must set forth the time and the place of the Final Approval Hearing (subject to change) and state that any Settlement Class Member who does not file a timely and adequate objection in accordance with this Section waives the right to object or be heard at the Final Approval Hearing and shall forever be barred from making any objection to the Settlement.

VIII. DISPUTE RESOLUTION FOR CLAIMS

29. The Claims Administrator, in its discretion, will determine whether a Claim is a valid and complete Claim submitted by a Settlement Class Member identifiable on the Settlement Class List and should be approved under the terms of this Agreement (collectively, "Valid and Complete"). The Claims Administrator may, at any time, request from the Participating Settlement Class Member, in writing, additional information as the Claims Administrator may reasonably require to evaluate the Claim ("Claim Supplementation").

30. The Claims Administrator's initial review will be limited to a determination of whether the Claim is Valid and Complete. For any such Claims that the Claims Administrator determines to be not Valid and Complete, the Claims Administrator will submit those Claims to counsel for the Parties. If Settlement Class Counsel and Lake Regional's Counsel agree that the Claim is Valid and Complete, then the Claim shall be paid. If the Parties agree that the Claim is incomplete or not Valid and Complete, it shall be denied. If the Parties do not agree, after meeting and conferring, then the Claim shall be decided by the Claims Administrator.

31. Upon receipt of a Claim Form that is incomplete, unsigned, or not accompanied by sufficient information to determine eligibility for monetary relief, the Claims Administrator may notify the Claimant of the deficiency and provide the Claimant fourteen (14) days from the date of such notice to cure the deficiency. Claimants shall have only one opportunity to cure, and no additional cure opportunities shall be provided. This process shall apply only to Claims for monetary relief submitted under the Settlement. If the Claimant fails to timely cure the identified deficiency, the Claim shall be deemed invalid and there shall be no obligation to pay the Claim. The Claims Administrator shall have discretion to accept or reject any attempted cure, shall not be required to provide multiple notices or opportunities to cure, and shall have no obligation to extend any deadlines; all determinations regarding the completeness or sufficiency of a Claim Form or any cure shall be final, subject only to the terms of this Agreement.

32. Following receipt of additional information requested by the Claims Administrator, the Claims Administrator shall have ten (10) days to accept or reject each Claim. If, after review of the Claim and all documentation submitted by the Claimant, the Claims Administrator determines that such a Claim is Valid and Complete, then the Claim shall be paid. If the Claimant fails to cure a deficiency in accordance with Paragraph 31, then the Claim shall be deemed invalid and may be rejected. If the Claim is rejected for reasons other than incompleteness, the procedures set forth in Paragraph 30 shall apply. Once a final determination regarding a Claim has been made, notice will be sent to the Claimant by the Claims Administrator regarding whether the Claim has been accepted or rejected.

IX. NOTICE AND ADMINISTRATION EXPENSES

33. All reasonable Notice and Administration Expenses, including without limitation, the fees and expenses of the Claims Administrator, shall be paid separately by Lake Regional. Notice and Administration Expenses shall be paid within thirty (30) days after: (a) the Preliminary Approval Order is entered or (b) receipt of an invoice, form W-9, and payment instructions from the Claims Administrator, whichever comes later.

X. ATTORNEYS' FEES, COSTS, EXPENSES AND SERVICE AWARDS

34. Plaintiffs will move the Court for a Fee Award and Costs. Lake Regional will not oppose any request that does not exceed Four Hundred Fifty Thousand Dollars and Zero Cents ($450,000.00).

35. Unless otherwise ordered by the Court, Settlement Class Counsel shall have the sole and absolute discretion to allocate any approved Fee Award and Costs amongst Settlement Class Counsel and any other attorney(s) for Plaintiffs. Lake Regional and the Released Parties shall have no liability or any other responsibility for allocation of any such attorneys' fees and costs.

36. Plaintiffs will also move the Court for an order awarding Service Award Payment not to exceed Two Thousand Dollars and Zero Cents ($2,000.00) to each of the Settlement Class Representatives, which Lake Regional will not oppose.

37. Any Fee and Costs Award or Service Award Payments awarded by the Court shall be paid by Defendant within thirty (30) days after: (a) the Final Approval of the Settlement or (b) Lake Regional's Counsel's receipt of a completed IRS Form W-9 for Settlement Class Counsel and Plaintiffs, whichever is later.

38. The amount(s) of any Fee Award and Costs or Service Award Payment are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. Settlement Class Counsel will file an application for Fee Award and Costs and Service Award Payment at least fourteen (14) days prior to the Objection Deadline.

39. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of Fee Award and Costs or Service Award Payment ordered by the Court to the Settlement Class Counsel or Settlement Class Representatives shall affect whether the Settlement becomes effective and final or constitute grounds for cancellation or termination of this Settlement Agreement, except that the payment of the attorneys' fees, costs, and expenses, as agreed to in this Section, will not be paid until any appeal or other review proceeding regarding the attorneys' fees, costs, and expenses has been resolved.

XI. PRELIMINARY APPROVAL OF SETTLEMENT

40. Within ten (10) days after the execution of the Settlement Agreement, Settlement Class Counsel shall submit this Settlement Agreement to the Court and file a Motion for Preliminary Approval of the Settlement with the Court requesting entry of the Preliminary Approval Order attached to Plaintiff's Motion for Preliminary Approval, which is attached hereto as Exhibit E, requesting, *inter alia*:

a. Certification of the Settlement Class for settlement purposes only;
b. Preliminary approval of the Settlement Agreement as set forth herein;
c. Appointment of Settlement Class Counsel as counsel for the Settlement Class;
d. Appointment of Settlement Class Representatives as representatives for the Settlement Class;
e. Approval of the form and content of the Notice as contemplated by this Agreement; and
f. Appointment of a Claims Administrator as jointly agreed by the Parties.

41. Lake Regional and Lake Regional's Counsel shall cooperate with Settlement Class Counsel to obtain preliminary approval of the Settlement consistent with the terms herein.

XII. FINAL JUDGMENT

42. If the Preliminary Approval Order is entered by the Court, Settlement Class Counsel will move the Court, at least fourteen (14) days prior to the initially scheduled Final Approval Hearing, for entry of a Final Order and Judgment, substantially similar to the form attached hereto as Exhibit F.

43. Lake Regional and Lake Regional's Counsel shall cooperate with Settlement Class Counsel to obtain final approval of the Settlement consistent with the terms herein.

XIII. TERMINATION

44. The Parties shall each have the right to terminate this Agreement by providing written notice of their election to do so to each other within seven (7) days of: (a) the Court declining to enter the Preliminary Approval Order in a form materially consistent with this Agreement and indicating that it would not enter a Preliminary Approval Order if the Parties make revisions that were materially consistent with this Agreement; (b) the Court declining to enter a Final Order and Judgment in a form materially consistent with this Agreement (other than

determining, in the Court's sole discretion, the amount of the attorneys' fees and expenses award and service awards in accordance with this Agreement) and indicating that it would not enter a Final Order and Judgment if the Parties make revisions that were materially consistent with this Agreement; (c) the date upon which the Final Order and Judgment is modified or reversed in any material respect by any appellate court, which indicates that the Settlement cannot be approved if the Parties make revisions that are materially consistent with this Agreement (except with respect to the amount of the attorneys' fees and expenses or service awards); (d) Lake Regional's receipt of opt out (exclusion) list representing more than five percent (5%) of the Settlement Class after the Opt-Out Deadline from the Claims Administrator, which right may be exercised solely by Lake Regional as set forth in this Agreement; or (e) the mutual agreement of Plaintiffs and Lake Regional to terminate this Agreement. If an option to terminate this Agreement arises under this Paragraph, no Party is required for any reason or under any circumstance to exercise that option. Notwithstanding any statement in this Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order on Plaintiffs' application for Fee Award and Costs and/or Service Award Payments shall constitute grounds for cancellation or termination of the Agreement.

45. In the event any of the Parties exercise the right to termination, then (a) the Parties shall be restored to their respective positions in the Action 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; and (b) the terms and provisions of the Settlement Agreement and statements made in connection with seeking approval of the Agreement shall have no further force and effect with respect to Parties and shall not be used in the Action or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, nunc pro tunc.

XIV. NO ADMISSION OF WRONGDOING OR LACK OF MERIT

46. The terms of this Settlement (whether the Settlement becomes final or not), the negotiations leading up to this Settlement, the fact of the Settlement, and the proceedings taken pursuant to the Settlement, shall not: (a) be construed as an admission of liability or an admission of any claim or defense on the part or any Party, in any respect; (b) form the basis for any claim of estoppel by any third-party against any of the Released Parties; or (c) be admissible in any action, suit, proceeding, or investigation as evidence, or as an admission of any wrongdoing or liability whatsoever by any Party, or as evidence of the truth of any of the claims or allegations contained in the Petition.

XV. MISCELLANEOUS PROVISIONS

47. This Agreement, including the exhibits hereto, contains an entire, complete, and integrated statement of each and every term and provision agreed to by and between the Parties hereto, and supersedes any prior oral or written agreements and contemporaneous oral agreements among the Parties. All the exhibits attached hereto are hereby incorporated by reference as though fully set forth herein.

48. The Parties to the Settlement intend and agree that the Settlement is a final and complete resolution of all disputes related to the Action by the Settlement Class Representatives and the Participating Settlement Class Members.

49. The Parties agree that the benefits provided herein and the other terms of the Settlement were negotiated at arm's length in good faith by the Parties to the Settlement with the assistance of an experienced and independent mediator and reflect a settlement that was reached voluntarily after consultation with experienced legal counsel.

50. The terms and provisions of this Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that, after entry of the Preliminary Approval Order, the Parties may, by written agreement, effect such amendments, modifications, or expansions of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members under this Agreement.

51. The headings herein are used for the purpose of convenience only and are not meant to have legal effect.

52. The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice and the Claims Administrator. As part of its agreement to render services in connection with this Settlement, the Claims Administrator shall consent to the jurisdiction of the Court for this purpose.

53. The Settlement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument, provided that counsel for the Parties to the Settlement shall exchange among themselves original signed counterparts. Electronically transmitted signatures are valid signatures as of the date thereof.

54. The construction, interpretation, operation, effect, and validity of the Settlement, and all documents necessary to effectuate it, shall be governed by the laws of the State of Missouri. The Parties understand and agree that any disputes arising out of the Settlement shall be governed and construed by and in accordance with the laws of the State of Missouri.

55. The Settlement shall not be construed more strictly against one Party to the Settlement than another merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of the Parties, it being recognized that the Settlement is the result of arm's-length negotiation between the Parties to the Settlement, and all Parties to the Settlement have contributed substantially and materially to the preparation of the Settlement.

56. Any and all counsel and Parties to the Settlement who execute the Settlement and any of the exhibits hereto, or any related Settlement documents, represent that they have reviewed and understand those documents and have the full authority to execute the Settlement, and that they have the authority to take appropriate action required or permitted to be taken pursuant to the Settlement to effectuate its terms.

57. Plaintiffs represent and warrant that they have not assigned or transferred any interest in the Action, which is the subject of this Agreement, in whole or in part. Plaintiffs acknowledge that they have been represented by counsel of their choosing in the Action and the negotiation and execution of this Agreement, that they fully understand this Agreement, and that they have had a reasonable and sufficient opportunity to consult with counsel before executing this Agreement.

58. The provisions of this Agreement, and any orders, pleadings or other documents entered in furtherance of this Agreement, may be offered or received in evidence solely (a) to enforce the terms and provisions hereof or thereof, (b) as may be specifically authorized by a court of competent jurisdiction after hearing upon application of a Party hereto, (c) in order to establish payment or a defense in a subsequent case, including res judicata, or (d) to obtain Court approval of this Agreement.

59. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto.

60. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision if the Parties mutually elect to proceed as if such invalid, illegal or unenforceable provision had never been included in the Agreement.

61. In the event any date or deadline set forth in this Agreement falls on a weekend or federal or state legal holiday, such date or deadline shall be on the first business day thereafter.

62. As used in this Agreement, all references to the plural shall also mean the singular and to the singular shall also mean the plural whenever the context so indicates.

63. Lake Regional may communicate with the Settlement Class Members in the ordinary course of its business. Lake Regional will refer inquiries regarding this Agreement and the administration of the Settlement to the Claims Administrator and/or Settlement Class Counsel.

IN WITNESS WHEREOF, the Parties have, through their respective counsel, executed this Settlement Agreement as of the last dated signature below.

Docusign Envelope ID: CA5C2CEF-324A-8C1E-823F-153414A30B9D

SIGNATURES OF THE PARTIES

JOHN BECK

Dated: 9/19/2026

DocuSigned by:

3C4D7CD1A53A45F...

ROBERT WOOD

Dated: _____

_____

DEBBI PAYNE

Dated: _____

_____

FOSTER C. JOHNSON

Dated: _____

_____

Docusign Envelope ID: B2267BC9-4690-8A8A-82C2-C70597EB3C13

SIGNATURES OF THE PARTIES

JOHN BECK

Dated: _____

_____

ROBERT WOOD

Dated: 9/22/2026

DocuSigned by:
Robert Wood
26010CBF29914E1...

DEBBI PAYNE

Dated: _____

_____

FOSTER C. JOHNSON

Dated: _____

_____

Docusign Envelope ID: 951573B4-D9D7-8EC8-83E7-7396220DEBFD

SIGNATURES OF THE PARTIES

JOHN BECK

Dated: _____

_____

ROBERT WOOD

Dated: _____

_____

DEBBI PAYNE

Dated: 9/18/2026

Signed by:

02AEBEFE4394440...

FOSTER C. JOHNSON

Dated: _____

_____

Docusign Envelope ID: 92550E32-5D52-8F87-81D1-D35CFA239984

SIGNATURES OF THE PARTIES

JOHN BECK

Dated: _____

_____

ROBERT WOOD

Dated: _____

_____

DEBBI PAYNE

Dated: _____

_____

FOSTER C. JOHNSON

Dated: 9/18/2026 | 10:05 AM CDT

DocuSigned by:
Foster Johnson
7F10265A1F5C494...

Docusign Envelope ID: 92550E32-5D52-8F87-81D1-D35CFA239984

J. GERARD STRANCH, IV

Dated: 9/22/2026 | 3:21 PM CDT

Signed by:
C61FBA575FFE450...

LYNN TOOPS

Dated: 9/18/2026 | 8:35 AM PDT

DocuSigned by:
Lynn Toops
D9B8B8938A374C0...

LAKE REGIONAL HEALTH SYSTEM

Dated: 9-17-2026

BY: Kevin McRoberts

TITLE: CEO

JENN O. HATCHER

Dated: 09/15/2026

Jhatcher

EXHIBIT A
(CLAIM FORM)

Doe, et al. v. Lake Regional Health System
Case No. 25CM-CC00008 in the Circuit Court of Camden County, State of Missouri

CLAIM FORM

If you are a Settlement Class Member and wish to receive a Cash Payment, your completed Claim Form must be postmarked or submitted online on or before [_____].

The Notice of settlement is available at **[hyperlink]**.

To receive a Cash Payment under the Settlement in this class action lawsuit, you must complete and submit a signed Claim Form either online at [**URL**] or by mail to [**ADDRESS**].

CLAIMANT INFORMATION, PAYMENT METHOD ELECTION, AND SIGNATURE

If you wish to receive a $20.00 Cash Payment, please provide your name and contact information below and sign and date. If your contact information changes after submission of this Claim Form, please notify the Claims Administrator to ensure your payment reaches you.

FIRST NAME

LAST NAME

STREET ADDRESS

CITY **STATE** **ZIP CODE**

EMAIL ADDRESS

Your Settlement Class Member Login ID: [INSERT]:_____

Your Settlement Class Member Password: [INSERT]:_____

Unless you indicate otherwise, the Cash Payment will be sent in the form of a check. If you would like payment in a different form, please select from the options below:

Venmo ❑ Venmo Username: _____

PayPal ❑ PayPal Email: _____

Zelle ❑ Zelle Email: _____

By signing below, I affirm that I am a natural person who is, or was, a patient of Defendant Lake Regional, resides in Missouri, and logged into the Lake Regional MyChart patient portal between January 9, 2020, and November 2, 2022, and that all of the information on this Claim Form is true and correct to the best of my knowledge.

SIGNATURE

DATE

MM **DD** **YY**

Please keep a copy of your Claim Form for your records.

EXHIBIT B
(EMAIL NOTICE)

From:
To:
Re: Legal Notice of Class Action Settlement

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Doe, et al. v. Lake Regional Health System,
Case No. 25CM-CC00008 in the Circuit Court of Camden County, State of Missouri

Our Records Indicate You May Be Entitled to a $20.00 Payment from a Class Action Settlement.

A court authorized this notice. You are not being sued. This is not a solicitation from a lawyer.

This Notice is to inform you that a settlement has been reached in a class action lawsuit claiming that Lake Regional Health System allegedly disclosed certain information through third-party website technologies on its public website. Lake Regional firmly denies all of Plaintiffs' claims in the lawsuit and maintains that it did nothing wrong but has agreed to the settlement to avoid the expense, burden and uncertainties associated with the litigation.

Am I a Settlement Class Member? Our records indicate you may be a Settlement Class Member. Settlement Class Members are all living Missouri patients of Lake Regional who logged into the Patient Portal from January 9, 2020, through November 2, 2022, who are included on the Settlement Class List.

What Can I Get? All Settlement Class Members are eligible for both 1) enrollment in Privacy Shield Pro and 2) a $20.00 Cash Payment.

1) Privacy Shield Pro: As a Settlement Class Member, you are automatically entitled to enroll in Privacy Shield Pro. You will receive a separate email with instructions on how to use the code below for enrollment.

Privacy Shield Pro Code: [XXXXXX]

2) Cash Payment: To receive a $25.00 Cash Payment, you **must** submit a timely and complete Claim Form **no later than [Claims Deadline]**. You can file a Claim by clicking [here]. Your payment will come by check unless you elect to receive payment electronically by PayPal, Venmo, or Zelle. Claim Forms must be submitted online by 11:59 p.m. EST on [DATE] or postmarked and mailed by [DATE]. If you need a paper Claim Form, please contact the Claims Administrator listed in the last paragraph of this Notice.

Your Settlement Class Member Login ID: [INSERT]:_____

Your Settlement Class Member Password: [INSERT]:_____

What are My Other Options? Opt Out. You may exclude yourself from the Settlement Class by sending a letter to the Claims Administrator no later than [**Opt-Out Deadline**]. If you exclude yourself, you may not get a Cash Payment, but you keep any rights you may have to sue Lake Regional over the legal issues in the lawsuit. Object. If you do not exclude yourself, you may object to the Settlement, and you or your lawyer may appear before the Court. Your written objection must be filed no later than [**Objection Deadline**].

Specific instructions about how to object to, or exclude yourself from, the Settlement are available at www._____settlement.com. If you file a Claim, object, or do nothing, and the Court approves the Settlement, you will be bound by all the Court's orders and judgments. In addition, your claims relating to the allegations in this lawsuit concerning third-party website technologies will be released.

Who Represents Me? The Court has appointed Foster Johnson, Lynn Toops, and J. Gerard. Stranch, IV to represent the Settlement Class. These attorneys are called Settlement Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this Action, you may hire one at your expense.

When Will the Court Consider the Proposed Settlement? The Court will hold the Final Approval Hearing at _____, 2026, at _____ a.m. or as soon as practicable for the Court at the Camden County Courthouse, 1 Court Circle, Camdenton, Missouri, 65020. The Court may also conduct the hearing remotely, in which case instructions on how to attend remotely will be listed on the Settlement Website. You do not need to attend, but you may if you wish. At that hearing, the Court will: (a) hear any objections concerning the fairness of the Settlement; (b) determine the fairness of the Settlement; (c) decide whether to approve Settlement Class Counsel's request for attorneys' fees and costs; and (d) decide whether to award the Settlement Class Representatives $2,000.00 each for their service in helping to bring and settle this Action. Lake Regional has agreed to pay Settlement Class Counsel reasonable attorneys' fees, costs, and expenses in an amount to be determined by the Court. Settlement Class Counsel is entitled to seek no more than $450,000.00, but the Court may award less than this amount.

How Do I Get More Information? For more information, including the full Notice, Claim Form and Settlement Agreement, visit www._____settlement.com, call the Claims Administrator at 1- - - , or write at Lake Regional Claims Administrator, [address], or call Settlement Class Counsel at [INSERT].

EXHIBIT C
(LONG FORM NOTICE)

Doe, et al. v. Lake Regional Health System,
Case No. 25CM-CC00008 in the Circuit Court of Camden County, State of Missouri

If You Are or Were a Patient of Lake Regional, Resided in Missouri, and Logged into Its Patient Portal Between January 9, 2020, and November 2, 2022, You May Be Entitled to Receive Benefits from a Class Action Settlement.

A court authorized this notice. You are <u>not</u> being sued.
This is <u>not</u> a solicitation from a lawyer.

- A settlement has been reached in a class action lawsuit claiming that Defendant Lake Regional Health System ("Lake Regional" or "Defendant") utilized third-party website technologies on its public website, resulting in the transmission of certain information to third parties. Lake Regional firmly denies all of Plaintiffs' claims in the lawsuit and maintains that it did nothing wrong but has agreed to the settlement to avoid the expense, burden and uncertainties associated with continuing litigation.
- You are included if you are a living person who is or was a patient of Lake Regional, resided in Missouri, and logged into the Patient Portal from January 9, 2020, and November 2, 2022.
- Persons included in the Settlement will be eligible to submit a Claim Form to receive a Cash Payment of $25.00. Class Members will also have the option to enroll in Privacy Shield.
- Lake Regional has agreed to pay all Approved Claims to the Settlement Class, together with Notice and Administrative Expenses, approved Fees Award and Costs to Settlement Class Counsel, and Service Award Payments to the Settlement Class Representatives.

Read this Notice carefully. Your legal rights are affected whether you act or don't act.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM BY [DATE]	This is the **only** way to receive a Cash Payment.
SIGN UP FOR PRIVACY SHIELD	This is the **only** way to enroll in the Privacy Shield. You may do this in addition to submitting a Claim Form for a Cash Payment. You will receive a separate email with instructions.
EXCLUDE YOURSELF BY [DATE]	You will receive no benefits, but you will retain any rights you currently have to sue the Defendant about the claims in this Action.
OBJECT BY [DATE]	Write to the Court explaining why you don't like the Settlement.
GO TO THE HEARING ON [DATE]	Ask to speak in Court about your opinion of the Settlement.
DO NOTHING	You **will not** get a share of the Settlement benefits and will give up your rights to sue the Defendant about the claims in this Action.

Your rights and options—**and the deadlines to exercise them**—are explained in this Notice.

BASIC INFORMATION

1. Why was this Notice issued?

A Court authorized this Notice because you have a right to know about a proposed Settlement of this class action lawsuit and about all your options, before the Court decides whether to give final approval to the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

The case is called *Doe, et al. v. Lake Regional Health System*, Case No. 25CM-CC00008, Circuit Court of Camden County, State of Missouri.

The persons who sued are called the Plaintiffs. The Defendant is Lake Regional Health System.

2. What is a class action?

In a class action, one or more people called the "class representatives" sue on behalf of a group or a "class" of people who have similar claims. In a class action, the Court resolves the issues for all class members, except for those who exclude themselves from the class.

3. What is this lawsuit about?

This lawsuit alleges that Lake Regional's use of third-party website technologies on its public website was improper and resulted in transmission of certain information to third parties. Lake Regional firmly denies all of Plaintiffs' claims in the lawsuit and maintains that it did nothing wrong.

4. Why is there a Settlement?

By agreeing to settle, both sides avoid the cost and risk of a trial, and people who submit valid, timely claims will get compensation. The Settlement Class Representatives and their counsel believe the Settlement is fair, reasonable, and adequate and, thus, best for the Settlement Class and its members. The settlement does NOT mean that Lake Regional did anything wrong.

WHO'S INCLUDED IN THE SETTLEMENT

5. How do I know if I am in the Settlement Class?

The **Settlement Class** is defined as:

All living Missouri patients of Lake Regional who logged into the Patient Portal between January 9, 2020, and November 2, 2022, who are included on the Settlement Class List.

Excluded from the Settlement Class are: (i) any judge or magistrate presiding over this Action, Court personnel, and members of their immediate families; (ii) the Defendant, Defendant's subsidiaries, affiliates, parents, successors, predecessors, and any entity in which the Defendant or its parent has a controlling interest and their current or former employees, officers, and directors;

and (iii) Settlement Class Counsel, including any other attorneys representing Plaintiffs in this Action, counsel and Lake Regional's Counsel.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

Monetary Relief and the Privacy Shield Product: Each Settlement Class Member will automatically receive a code to enroll in Privacy Shield Pro. The code is listed at the top of your Notice. Each Settlement Class Member who files a timely, valid Claim will also have the option to select a Cash Payment of $25.00. In addition, Defendant has agreed to pay the Notice and Administration Expenses of the settlement, any approved Fees Award and Costs to Settlement Class Counsel, and Service Award Payments to the Settlement Class Representatives. To submit a Claim, you can do so online here: [URL] Or you may request a paper Claim Form by calling the number at the bottom of this Notice.

A detailed description of the settlement benefits can be found in the Settlement Agreement. [insert hyperlink]

7. How much will my Cash Payment be?

You **must** submit a Claim Form (see instructions below) to receive a Cash Payment. **If you submit a valid Claim Form and elect to receive a Cash Payment, you will receive a $20.00 Cash Payment**.

You must verify that you are a Settlement Class Member when filing a Claim by providing the Settlement Class Member Login ID and Settlement Class Member Password on the Notice you received by e-mail or mail. If for some reason you did not receive this information, but believe you are a Settlement Class Member, please email info@XXXXXXX.com to verify your identity and receive your Settlement Class Member Login ID and Settlement Class Member Password.

8. When will I get my Cash Payment?

The hearing to consider the fairness of the settlement is scheduled for [Final Approval Hearing Date]. If the Court approves the settlement, eligible Settlement Class Members whose Claims were approved by the Claims Administrator will receive their payment 60 days after the Settlement has been finally approved and any appeals process is complete. The payment will be made in the form of a check, unless you elect to receive payment by PayPal, Venmo, or Zelle, and all checks will expire and become void 90 days after they are issued.

HOW TO GET BENEFITS

9. How do I get a Cash Payment?

You **must** complete and submit a Claim Form to receive a payment. You may submit a Claim Form either electronically on the Settlement Website by clicking here [insert hyperlink], or by

printing and mailing in a paper Claim Form, copies of which are available for download here [insert hyperlink]. Claim Forms must be submitted online by 11:59 p.m. EST on [date] or postmarked and mailed by [date].

REMAINING IN THE SETTLEMENT

10. What am I giving up if I stay in the Settlement Class?

If the Settlement becomes final, you will give up your right to sue Defendant for the claims this Settlement resolve. The Settlement Agreement describes the specific claims you are giving up against the Defendant. You will be "releasing" the Defendant and their affiliates described in the Settlement Agreement. Unless you exclude yourself (*see* Question 14), you are "releasing" the claims, regardless of whether you submit a Claim or not. The Settlement Agreement is available through the "court documents" link on the Settlement Website.

The Settlement Agreement describes the Released Claims with specific descriptions, so read it carefully. If you have any questions, you may talk to the lawyers listed in Question 12 for free or you may, of course, talk to your own lawyer if you have questions about what this means.

11. What happens if I do nothing at all?

If you do nothing, you won't get any benefits from this Settlement. But, unless you request exclusion, you won't be able to start a lawsuit or be part of any other lawsuit against the Defendant for the claims being resolved by this Settlement.

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in the case?

The Court has appointed Foster Johnson, Lynn Toops, and J. Gerard Stranch, IV to be the attorneys representing the Settlement Class. They are called "Settlement Class Counsel." They believe, after conducting a thorough investigation, that the Settlement Agreement is fair, reasonable, and in the best interests of the Settlement Class. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

13. How will the lawyers be paid?

Settlement Class Counsel's Fees Award and Costs will be paid separately by Defendant and awarded by the Court. Settlement Class Counsel is entitled to seek no more than $450,000.00, but the Court may award less than this amount.

As approved by the Court, the Settlement Class Representatives will separately be paid a service award by Defendant for helping to bring and settle the case. Settlement Class Representatives may seek up to $2,000.00 each ($6,000.00 total) as a Service Award Payment, but the Court may award less than this amount.

EXCLUDING YOURSELF FROM THE SETTLEMENT

14. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must mail or otherwise deliver a letter (or request for exclusion) stating that you want to be excluded from the settlement. Your letter or request must be in writing and must: (a) identify the case name and number (*Doe, et al. v. Lake Regional Health System*, Case No. 25CM-CC00008, Circuit Court of Camden County, State of Missouri); (b) state the name. current address, telephone number, and unique ID of the Class Member seeking exclusion; (c) be physically signed by the person(s) seeking exclusion; and (d) must also contain a statement to the effect that "I hereby request to be excluded from the Settlement Class for purposes of this Settlement." You must mail or deliver your Request for Exclusion no later than **[Opt-Out Deadline]** to:

Lake Regional Settlement
c/o [Claims Administrator] PO Box 0000
City, ST 00000-0000

15. If I don't exclude myself, can I sue the Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue the Defendant for the claims being resolved by this Settlement.

16. If I exclude myself, can I get anything from this Settlement?

No. If you exclude yourself, you will not be entitled to any benefits of the settlement, and you should not submit a Claim Form to ask for benefits.

OBJECTING TO THE SETTLEMENT

17. How do I object to the Settlement?

If you're a Class Member, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must file a letter or brief stating that you object to the Settlement in *Doe, et al. v. Lake Regional Health System*, Case No. 25CM-CC00008, Circuit Court of Camden County, State of Missouri, which must be personally signed, and identify all reasons for your objections. Your letter or brief must include: (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 Approval Hearing; (h) a list of all persons who will be called to testify at the Final Approval 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 signature. All objections must be submitted to the Claims Administrator, Settlement Class Counsel identified below, and to the Court. Settlement Class Counsel's Motion for Fee Award will be filed with the Court and posted on the Settlement Website.

If you want to appear and speak at the Final Approval Hearing to object to the Settlement, with or without a lawyer (explained below in answer to Question 21), you must say so in your letter or brief. File the objection with the Court and mail a copy to Settlement Class Counsel and Defendant's counsel postmarked no later than **[Objection Deadline].**

COURT
Clerk's Office
Camden County Circuit Court
1 Court Circle, Suite 8
Camdenton, Missouri, 65020

SETTLEMENT CLASS COUNSEL
Foster C. Johnson
Ahmad, Zavitsanos, & Mensing, PLLC
1221 McKinney, Suite 2500
Houston, TX 77010

Lynn A. Toops
CohenMalad LLP
One Indiana Square, Suite 1400
Indianapolis, IN 46204

J. Gerard Stranch, IV
Stranch, Jennings & Garvey, PLLC
The Freedom Center
223 Rosa L. Parks Avenue, Suite 200
Nashville, TN 37203

LAKE REGIONAL'S COUNSEL
Jenn O. Hatcher
Shook, Hardy, & Bacon, LLP
2555 Grande Blvd.
Kansas City, MO 64108

18. What's the difference between objecting and excluding myself from the Settlement?

Objecting simply means telling the Court that you don't like something about the Settlement. You can object only if you stay in the Class. Excluding yourself from the Class is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

19. When and where will the Court decide whether to approve the Settlement?

The Court will hold the Final Approval Hearing _____, 2026, at _____ a.m./p.m. or as soon as practicable for the Court, at the Camden County Courthouse, 1 Court Circle, Camdenton, Missouri, 65020. The hearing may be held remotely, and if so, instructions will be posted on the Settlement Website. The purpose of the hearing will be for the Court to determine whether to approve the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class; to consider the Settlement Class Counsel's request for attorneys' fees and expenses; and to consider the request for a Service Award Payment to the Settlement Class Representatives. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement.

The hearing may be postponed to a different date or time without notice, so it is a good idea to check [www._____settlement.com] or call 1-800-000-0000.

20. Do I have to come to the hearing?

No. Settlement Class Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. If you send an objection or comment, you don't have to come to Court to talk about it. As long as you filed and mailed your written objection on time, the Court will consider it. You may also pay for your own lawyer to attend, but it's not required.

21. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include in your letter or brief objecting to the settlement a statement saying that it is your "Notice of Intent to Appear in *Doe, et al. v. Lake Regional Health System*, Case No. 25CM-CC00008, Circuit Court of Camden County, State of Missouri." It must include your name, address, telephone number and signature as well as the name and address of your lawyer, if one is appearing for you. Your objection and notice of intent to appear must be filed with the Court and postmarked no later than **[objection deadline]** and be sent to the addresses listed in Question 17.

22. Where do I get more information?

GETTING MORE INFORMATION

This Notice summarizes the Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at www.settlement.com. You may also write with questions to the Lake Regional Claims Administrator, c/o [Claims Administrator], P.O. Box 0000, City, ST 00000. You can call the Claims Administrator at 1-800-000-0000 or Settlement Class Counsel at (314) 390-6750 if you have any questions. Before doing so, however, please read this full Notice carefully. You may also find additional information elsewhere on the case website.

EXHIBIT D
(POSTCARD NOTICE)

Doe, et al. v. Lake Regional Health System, No. 25CM-CC00008
c/o [INSERT ADMINISTRATOR NAME AND ADDRESS]

FIRST-CLASS MAIL
U.S. POSTAGE PAID
CITY, ST
PERMIT NO. XXXX

ELECTRONIC SERVICE REQUESTED

NOTICE OF CLASS ACTION SETTLEMENT

If you received this Notice, you have been identified as a Lake Regional Health System patient who logged into the Lake Regional Health System patient portal between January 9, 2020 and November 2, 2022.

www.xxxxxxxxxxxxxxxxxx.com

<<Refnum Barcode>>

Class Member ID: <<Refnum>>

Postal Service: Please do not mark or cover

<<FirstName>> <<LastName>>
<<BusinessName>>
<<Address>>
<<Address2>>

Who is a Class Member? Our records indicate that you may be a Settlement Class Member. Settlement Class Members include all living Missouri patients of Defendant Lake Regional Health System who logged into the Lake Regional Health System patient portal between January 9, 2020 and November 2, 2022.

What are the settlement benefits and terms? Settlement Class Members who file an Approved Claim may receive a one-time payment of $25.00. All Settlement Class Members will also be entitled to receive a code for redeeming 1 year of CyEx Privacy Shield Pro, which includes the following features: Dark Web Watchlist, VPN In Touch, Password Scan, Private Search functionality, Password Defense, Digital Vault, and Data Broker Opt-Out services.

What are your rights and options?

Submit a Claim Form. To qualify for payment under this Settlement, you must timely submit a Claim Form. Your Claim Form must be postmarked by or submitted online at **www.xxxxxxxxxxxxxxxx.com** no later than **<<Claims Deadline>>**.

Request Exclusion (Opt Out). You may exclude yourself from the settlement and retain your ability to sue Defendant on your own by mailing a Request for Exclusion to the Claims Administrator that is postmarked no later than **<<Opt-Out Deadline>>**. If you do not exclude yourself, you will be bound by the Agreement and give up your right to sue regarding the Released Claims.

Object. If you do not exclude yourself, you have the right to object to the Agreement. Written objections must be signed and postmarked no later than **<<Objection Deadline>>**, and must provide the reasons for the objection. If you object, you may also appear at the Final Approval Hearing. Further instructions can be found on the Long Notice and in the Settlement Agreement located on the Settlement Website **www.xxxxxxxxxxxxxxx.com**

Do Nothing. If you do nothing, you will not receive a Settlement Payment and will lose the right to sue regarding the Released Claims. You will be bound by the Court's decision because this is a class action.

Attend the Final Approval Hearing. The Court will hold a Final Approval Hearing at <<time>> on <<Date>>, to determine if the Agreement is fair, reasonable, and adequate. All persons who timely object to the settlement may appear at the Final Approval Hearing, but you do not need to attend unless you want to.

Do I have an attorney? The Court appointed Foster Johnson, Lynn Toops, and J. Gerard Stranch to represent the Settlement Class. If you want to be represented by your own lawyer, you may hire one at your own expense.

Do I have any obligation to pay attorneys' fees or expenses? No. The Attorneys' Fees and Expenses Amount will be paid exclusively by Defendant as awarded and approved by the Court. The requested fee will be no more than $450,000, plus Service Award Payments for the Settlement Class Representatives. The motion for the Fees Award and Costs and Service Award Payments will be posted on the Settlement Website after it is filed with the Court.

What is the amount of the Plaintiffs' Service Awards? The Settlement Class Representatives will seek Service Award Payments of up to $2,000.00 each ($6,000.00 total) for their time, effort, and service to the Settlement Class.

To learn more, review the Agreement, or submit a Claim, visit:

www.xxxxxxxxxxxxxxxx.com

This Notice is a summary of the proposed settlement.

Exhibit E
(Proposed MPA Order)

IN THE CIRCUIT COURT OF CAMDEN COUNTY
STATE OF MISSOURI

JOHN DOE, JAMES DOE, and JUDY DOE, individually and on behalf of all others similarly situated, Plaintiffs, v. **LAKE REGIONAL HEALTH SYSTEM,** Defendant.	§ § § § § § § § § § §	**CASE NO. 25CM-CC00008**

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL

Before the Court is John Doe's, James Doe's, and Judy Doe's ("Plaintiffs") Unopposed Motion for Preliminary Approval of Class Action Settlement (the "Motion"), the terms of which are set forth in a Settlement Agreement between Plaintiffs and Lake Regional Health System (collectively, "Lake Regional" or "Defendant", and, together with Plaintiffs, the "Parties"), with accompanying exhibits attached as **Exhibit 1** to Plaintiffs' Memorandum of Law in Support of their Motion (the "Settlement Agreement").[1]

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

[1] All defined terms in this Order Granting Preliminary Approval of Class Action Settlement ("Preliminary Approval Order") have the same meaning as set forth in the Settlement Agreement, unless otherwise indicated.

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

> All living Missouri patients of Lake Regional who logged into the Patient Portal between January 9, 2020, and November 2, 2022, who are included on the Settlement Class List.

Specifically excluded from the Settlement Class are:

> (i) any judge or magistrate presiding over this Action, Court personnel, and members of their immediate families; (ii) the Defendant, Defendant's subsidiaries, affiliates, parents, successors, predecessors, and any entity in which the Defendant or its parent has a controlling interest and their current or former employees, officers, and directors; and (iii) Settlement Class Counsel, including any other attorneys representing Plaintiffs in this Action, counsel and Lake Regional's Counsel.

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 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, here approximately 11,864 individuals; (b) there are issues of law and fact that are common to the Settlement Class; (c) the claims of the Settlement Class Representatives are typical of and arise from the same operative facts and the Settlement Class Representatives seek similar relief as the claims of the Settlement Class Members; (d) the Settlement Class Representatives will fairly and adequately protect the interests of the Settlement Class as

the Settlement 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 John Doe, James Doe, and Judy Doe will likely satisfy the requirements of Rule 52.08(a)(4) and should be appointed as the Settlement Class Representatives. Additionally, the Court finds that Foster Johnson, Lynn Toops, and J. Gerard Stranch should be appointed as Settlement 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 Settlement Class Counsel and Settlement 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. *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 Plaintiffs' claims occurred in this county.

5. **Final Approval Hearing**. A Final Approval Hearing shall be held on _____, 2026, at _____ a.m./p.m. or as soon as practicable for the Court at 1 Court Circle, Camdenton, Missouri, 65020, where the Court will determine, among other things, whether: (a) this Litigation should be finally certified as a class action for settlement purposes 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 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 Settlement Agreement; (e) the application of Settlement 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 Award Payments should be approved.

6. **Claims Administrator**. The Court appoints Atticus Administration as the

Claims Administrator, with responsibility for Settlement Class Notice and claims administration. The Claims Administrator is directed to perform all tasks the Settlement Agreement requires. The Notice and Administration Expenses will be paid pursuant to the terms of the Settlement Agreement.

7. **Notice**. The proposed notice program set forth in the Settlement Agreement and the Notices and Claim Form attached to the Settlement Agreement as **Exhibits A-D** are hereby approved. Non-material modifications to these Exhibits may be made by the Claims 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 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* Mo. R. Civ. P. 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 Settlement 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 Clauses of the United States and Missouri Constitutions. The Court further finds that the Notice provided for in the Settlement Agreement is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members. The Claims Administrator is directed to carry out the Notice program in conformance with the 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 Request for Exclusion of such intent to the designated post office box established by the Claims Administrator in the manner provided in the Notice. The written request 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, which is no later than thirty (30) days from the Notice Deadline pursuant to paragraph 24 in the Settlement Agreement, and as stated in the Notice.

Within seven (7) days after the Opt-Out Deadline, the Claims Administrator shall furnish to Settlement Class Counsel and to Lake Regional'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 Settlement Agreement and the Final Order and Judgment. All Persons who submit valid and timely Requests for Exclusion shall not receive any cash benefits of and/or be bound by the terms of the Settlement Agreement.

11. **Objections and Appearances**. A Settlement Class Member (who does not submit a timely written Request for Exclusion and) wishes to object to the Settlement Agreement may submit a timely written objection on or before the Objection Deadline in the manner set forth in the Notice. The Notice shall instruct Settlement Class Members who wish to object to the Settlement Agreement to file their objections with the Court and to mail copies to Settlement Class Counsel and Lake Regional's Counsel. The Notice shall advise Settlement Class Members of the deadline for submission of any objections—the "Objection Deadline." Any such objections to the 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 Approval Hearing; (h) a list of all persons who will be called to testify at the Final Approval 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 signature.

To be timely, written objections in the appropriate form must contain the case name and docket number *Doe et al. v. Lake Regional Health System*, No. 25CM-CC00008

(Camden County, Missouri, Circuit Court) and must be filed with the Clerk of Court by the Objection Date, which is no later than sixty (60) days from the Notice Deadline pursuant to paragraph 24 in the Settlement Agreement, and served concurrently therewith upon Settlement Class Counsel and Lake Regional's Counsel, postmarked by the Objection Deadline, established by this 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 to appear separately and/or to object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Litigation. The provisions stated in paragraphs 24 to 27 of the Settlement Agreement shall be the exclusive means for any challenge to the Settlement Agreement. Any challenge to the 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 Claims Administrator to make the Claim Form or its substantial equivalent available to Settlement Class Members in the manner specified in the Notice. The Claims 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 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 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 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 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 Approval 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 Claims 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 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 Settlement Class List to Claims Administrator	Within 20 Days of Entry of the Preliminary Approval Order
Deadline For Claims Administrator to Begin issuing Notice (By Email) (the "Notice Deadline")	Within 30 Days of Entry of Preliminary Approval Order

Opt-Out Deadline	30 Days After Notice Deadline
Claims 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 Payments to Be Filed by Settlement Class Counsel	At Least 14 Days Prior to Objection Deadline
Claims Deadline	60 Days After Notice Deadline
Objection Deadline	60 Days After Notice Deadline
Motion For Final Approval to be Filed by Settlement Class Counsel	At Least 14 Days Prior to Final Approval Hearing
Final Approval Hearing	_____ No Earlier Than 75 Days After Entry of Preliminary Approval Order

DONE AND ORDERED on this ___ day of _____, 2026.

_____

Circuit Judge

Exhibit F
(Proposed Final Order and Judgment)

IN THE CIRCUIT COURT OF CAMDEN COUNTY
STATE OF MISSOURI

JOHN DOE, JAMES DOE, and JUDY DOE, individually and on behalf of all others similarly situated,	§	
	§	**CASE NO. 25CM-CC00008**
Plaintiffs,	§	
v.	§	
LAKE REGIONAL HEALTH SYSTEM,	§	
Defendant.	§	

[PROPOSED] ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR FINAL APPROVAL AND JUDGMENT

Before the Court is John Doe's, James Doe's, and Judy Doe's ("Plaintiffs") Unopposed Motion for Final Approval of the Class Action Settlement.

Having reviewed and considered the Settlement Agreement, the Unopposed Motion for Final Approval of Class Action Settlement, and all supporting papers, and having conducted a Final Approval Hearing, the Court makes the following findings and grants the relief set forth below approving the Settlement upon the terms and conditions set forth in this Final Order and Judgment.

THE COURT not being required to conduct a trial on the merits of the case or determine with certainty the factual and legal issues in dispute when determining whether to approve a proposed class action settlement; and

THE COURT having made the findings and conclusions hereinafter set forth for the limited purpose of determining whether the Settlement should be approved as being fair, reasonable, adequate and in the best interests of the Settlement Class, for settlement purposes only.

IT IS ORDERED that:

1. The Settlement does not constitute an admission of liability by Defendant, and the Court expressly does not make any finding of liability or wrongdoing by Defendant.

2. The Court, for the purposes of this Final Order and Judgment, adopts the defined terms as forth in the Settlement Agreement for any term not otherwise defined herein.

3. On _____, 2026, the Court entered an order, which among other things: (a) provisionally certified a Settlement Class in this matter for settlement purposes only, including defining the Settlement Class, (b) appointed Plaintiffs John Doe, James Doe, and Judy Doe as Settlement Class Representatives; (c) appointed Settlement Class Counsel; (d) preliminarily approved the Settlement; (e) approved and appointed the Claims Administrator; (f) approved the Notice to the Settlement Class, including approval of the form and manner of notice under the notice program set forth in the Settlement Agreement; and (g) set deadlines for opt outs and objections. The Court further set the date for the Final Approval Hearing for _____, 2026, at ____.

4. In the Order Granting Preliminary Approval of Class Action Settlement, pursuant to Missouri Rule of Civil Procedure 52, for settlement purposes only, the Court certified the Settlement Class, defined as follows:

> All living Missouri patients of Lake Regional who logged into the Patient Portal between January 9, 2020, and November 2, 2022, who are included on the Settlement Class List.

5. The Settlement Class specifically excludes: (a) any judge or magistrate presiding over this Action, Court personnel, and members of their immediate families; (b) the Defendant, Defendant's subsidiaries, affiliates, parents, successors, predecessors, and any entity in which the Defendant or its parent has a controlling interest and their current or former employees, officers, and directors; and (c) persons who timely and validly request exclusion from (i.e., any opt outs of the Settlement Class); (d) the legal representatives, successors or assigns of any such excluded persons; and (e) Settlement Class Counsel, including any other attorneys representing Plaintiffs in this Action, and Lake Regional's Counsel.

6. The Court, having reviewed the terms of the Settlement Agreement submitted by the Parties pursuant to Missouri Rule of Civil Procedure 52, grants final approval of the Settlement Agreement and defines the Settlement Class as defined therein and in the Preliminary Approval Order and finds that the settlement is fair, reasonable, and adequate and meets the requirements of Rule 52.

7. The terms of the Settlement Agreement are fair, reasonable, and adequate and are hereby finally approved, adopted, and incorporated by the Court. The Parties, their respective attorneys, and the Claims Administrator are hereby directed to consummate the Settlement in accordance with this Final Order and Judgment and the terms of the Settlement Agreement.

8. Notice of the Final Approval Hearing has been provided to Settlement Class Members as directed by this Court's Orders, and a declaration of the Claims Administrator's compliance with the notice program has been filed with the Court.

9. The Court finds that such Notice, as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Missouri Rule of Civil Procedure 52. The Court finds that the notice program was reasonably calculated to, and did, provide due and sufficient notice to the Settlement Class of the pendency of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and their rights to object to and appear at the Final Approval Hearing or to exclude themselves from the Settlement, and satisfied the requirements of the Missouri Court Rules, the United States Constitution, and all other applicable law. Indeed, direct notice was successfully delivered to approximately ____ percent of Settlement Class Members via email or mail.

10. The Court readopts and incorporates by reference its preliminary conclusions as to the satisfaction of Missouri Rule of Civil Procedure 52 as set forth in the Preliminary Approval Order. The Court notes that because this certification of the Settlement Class is in connection with the Settlement Agreement rather than litigation, the Court need not address any issues of manageability that may be presented by certification of the Settlement Class in the Settlement Agreement.

11. As of the Opt-Out Deadline, _____, 2026, _____ Settlement Class Member(s) have submitted timely and valid Requests for Exclusion from the Settlement

Class, attached to the Declaration of the Claims Administrator and incorporated herein. Those persons are not bound by this Final Order and Judgment, as set forth in the Settlement Agreement.

12. There were ___ timely objections filed by Settlement Class Members and ____ untimely objections. The Court has considered all objections and they are overruled.

13. The Court has considered all the documents filed in support of the Settlement, and has fully considered all matters raised, all exhibits and affidavits filed, all evidence received at the Final Approval Hearing, all other papers and documents comprising the record herein, and all oral arguments presented to the Court.

14. Pursuant to the Settlement Agreement, Settlement Class Counsel, Lake Regional's Counsel, and the Claims Administrator shall further implement the Settlement in the manner and time frame as set forth therein. Pursuant to the Settlement Agreement, Plaintiffs and the Settlement Class Members are deemed to have completely and unconditionally released, forever discharged, and acquitted the Released Parties from all Released Claims, including Unknown Claims, as set forth and defined in the Settlement Agreement. Plaintiffs and Settlement Class Members are further banned and permanently enjoined from asserting, instituting, or prosecuting, either directly or indirectly, the Released Claims. The full terms of the Releases described herein are set forth fully in the Settlement Agreement, and the Releases are hereby approved and incorporated by reference.

15. Released Claims shall not include the right of any Settlement Class Member or the Released Parties to enforce the terms of the Settlement contained in the Settlement

Agreement and shall not include the claims of those persons identified in the Declaration who have timely and validly requested exclusion from the Settlement Class.

16. Upon the Effective Date, each Settlement Class Member who did not timely and validly exclude themselves from the Settlement, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims as against all Released Parties. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member who has not timely and validly excluded himself or herself from the Settlement, including Plaintiffs, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than participation in the settlement as provided herein) in which any of the Released Claims is asserted.

17. Upon the Effective Date, Defendant shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged Plaintiffs, all Settlement Class Members, and Settlement Class Counsel from all claims based on or arising out of the institution, prosecution, assertion, settlement, or resolution of the Action or the Released Claims, except for enforcement of the Settlement Agreement and except as to Settlement Class Members who timely and validly submitted Requests for Exclusion from the Settlement.

18. The Court re-affirms its appointment of Plaintiffs as Settlement Class Representatives. The Court concludes that the Settlement Class Representatives have fairly and adequately represented the Settlement Class and will continue to do so.

19. Pursuant to the Settlement Agreement, the Court approves $2,000 Service Award Payments to each of the Settlement Class Representatives, Defendant shall make such payment in accordance with the terms of the Settlement Agreement.

20. The Court re-affirms its appointment of Foster Johnson, Lynn Toops, and J. Gerard Stranch, IV as Settlement Class Counsel.

21. This Final Order and Judgment and the Settlement Agreement, and all acts, statements, documents, or proceedings relating to the Settlement Agreement are not, and shall not be construed as, used as, or deemed to be evidence of, an admission by or against Defendant of any claim, any fact alleged in the Action, any fault, any wrongdoing, any violation of law, or any liability of any kind on the part of Defendant's or of the validity or certifiability for litigation of any claims that have been, or could have been, asserted in the Action. This Final Order and Judgment, the Settlement Agreement, and all acts, statements, documents, or proceedings relating to the Settlement Agreement shall not be offered or received or be admissible in evidence in any action or proceeding, or be used in any way as an admission or concession or evidence of any liability or wrongdoing of any nature or that Plaintiffs, any Settlement Class Member, or any other person has suffered any damage; provided, however, that the Settlement Agreement and this Final Order and Judgment may be filed in any action by Defendant, Settlement Class Counsel, or Settlement Class Members seeking to enforce the Settlement Agreement or the Final Order and Judgment

(including, but not limited to, enforcing the releases contained herein). The Settlement Agreement and Final Order and Judgment shall not be construed or be deemed admissible as an admission by Defendant that Plaintiffs' claims or any claims that were or could have been asserted in the Action are suitable for class treatment or any other litigation purpose. The Settlement Agreement's terms shall be forever binding on, and shall have res judicata, collateral estoppel, and all other preclusive effect in all pending and future causes of action, claims for relief, suits, demands, petitions, lawsuits, or other challenges or proceedings as to Released Claims and other prohibitions set forth in this Final Order and Judgment that are maintained by, or on behalf of, any Settlement Class Member or any other person subject to the provisions of this Final Order and Judgment.

22. If the Effective Date does not occur for any reason, this Final Order and Judgment and the Preliminary Approval Order shall be deemed vacated, and shall have no force and effect whatsoever; the Settlement Agreement shall be considered null and void; all of the Parties' obligations under the Settlement Agreement, the Preliminary Approval Order, and this Final Order and Judgment and the terms and provisions of the 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 any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated *nunc pro tunc*, and the Parties shall be restored to their respective positions in the Action, as if the Parties never entered into the Settlement Agreement (without prejudice to any of the Parties' respective positions on the issue of class certification or any other issue). In such event, the Parties will jointly request that all

scheduled litigation deadlines be reasonably extended by the Court to avoid undue prejudice.

23. Without affecting the finality of this Final Order and Judgment, the Court will retain jurisdiction over the subject matter and the Parties with respect to the interpretation and implementation of the Settlement Agreement for all purposes.

24. In accordance with Missouri Rule of Civil Procedure 52, this Final Order and Judgment resolves all claims against all Parties in this Action and is a final order. There is no just reason to delay the entry of final judgment in this matter, and the Clerk is directed to file this Final Order and Judgment as the final judgment in this matter.

25. **Final Judgment and Dismissal.** Pursuant to the terms of the Settlement, it is hereby ORDERED AND ADJUDGED that this Action is hereby dismissed **with prejudice** on the merits, with each side to bear its own costs and attorneys' fees, except as provided under the terms of the Settlement. This is the FINAL JUDGMENT of the Court in this Action.

DONE AND ORDERED on this ____ day of _____, 202__.

_____

Circuit Judge

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This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: Lake Regional Health System Settlement Ends Lawsuit Over Alleged Patient Data Sharing