

IN THE CIRCUIT COURT
FOR THE CITY OF ST. LOUIS
STATE OF MISSOURI

FILED
OCT 16 2025
22ND JUDICIAL CIRCUIT
CIRCUIT CLERK'S OFFICE
BY _____ DEPUTY

JOHN DOE I and JOHN DOE II, on behalf
of themselves and all others similarly situated,

Plaintiffs,

v.

BJC HEALTH SYSTEM
d/b/a BJC HEALTHCARE,

Defendant.

Case No. 2222-CC09151-01

~~[PROPOSED]~~ **FINAL ORDER AND JUDGMENT APPROVING
CLASS ACTION SETTLEMENT**

Plaintiffs John Doe I and John Doe II, in their individual capacity and on behalf of all others similarly situated, filed an Unopposed Motion for Final Approval of Class Action Settlement pursuant to Civil Rule 23(e), in accordance with the terms of the Class Action Settlement Agreement and Release (“Settlement Agreement”) entered into between Plaintiffs and Defendant BJC Health System (“BJC”) on March 24, 2025. Plaintiffs also filed an Unopposed Motion for Final Approval of Attorneys’ Fees, Costs and Expenses, and Class Representative Incentive Award on August 25, 2025.

The Court held a Final Approval hearing on October 16, 2025, at 1:30 p.m. At the hearing, the Court addressed (1) whether the settlement of this action, on the terms and conditions set forth in the Settlement Agreement, should be approved as fair, reasonable, and adequate; (2) the amount of attorney’s fees and expenses to award Class Counsel; and (3) whether to enter the Settlement Order and Final Judgment.

The Parties have provided the Court with sufficient information to enable it to determine

whether to certify the Settlement Class and finally approve the Settlement. Having reviewed and considered the Settlement Agreement, the accompanying exhibits and supporting declarations, all prior proceedings herein, and for good cause shown, it is hereby ordered that Plaintiffs' Motion for Final Approval of Class Action Settlement is **GRANTED** as set forth herein.

1. Defined Terms. This Order incorporates by reference the definitions in the Settlement Agreement, and all terms used in this Order shall have the same meanings as set forth in the Settlement Agreement

2. Jurisdiction. The Court finds that it has subject matter jurisdiction of the Action, and all matters relating to the Settlement, as well as personal jurisdiction over all the Parties and each of the Settlement Class Members. Additionally, venue is proper in this Court.

3. Class Certification for Settlement Purposes. The Court hereby affirms its determinations in the Preliminary Approval Order dated May 14, 2025 certifying, for the purposes of the Settlement only, this action as a Class Action. The Court finds, solely for purposes of the Settlement, that Rule 52.08 criteria for certification of the Settlement Class exist in that: (a) the Class is so numerous that joinder of all Class Members is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the claims of the Class Representatives are typical of the claims of the Settlement Class; (d) the Class Representatives and Class Counsel have and will continue to fairly and adequately represent and protect the interests of the Settlement Class; and (e) the questions of law or fact common to class members predominate over any questions affecting only individual members, and a class action is superior to other available methods of adjudication.

4. Class Definition. The Court certifies, solely for purposes of effectuating the Settlement, the following Settlement Class:

All individuals who between June 2017, when BJC went live with MyChart, and August 2022, when Google Analytics was removed from MyChart, used BJC's MyChart patient portal.

5. Class Representative. The Court finds and determines that Plaintiffs John Doe I and John Doe II fairly and adequately represent the interests of the Class in enforcing their rights in the Class Action and appoints them as Class Representatives. The Court further finds, for purposes of this Settlement, that Plaintiffs John Doe I and John Doe II are similarly situated to absent Class Members and will be adequate Representatives.

6. Class Counsel. The Court appoints Jason 'Jay' Barnes and Eric Johnson of Simmons Hanly Conroy LLP, as well as Amy Gunn of Gunn Slater, as Class Counsel for the Settlement Class (collectively, "Class Counsel"). The Court authorizes Class Counsel to enter into the Settlement on behalf of the Class Representative and the Class, and to bind them all to the duties and obligations contained therein, in accordance with the final approval by the Court.

7. Class Notice. The Court finds that the dissemination of the Notice and the publication of the Summary Notice: (a) were implemented in accordance with the Preliminary Approval Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of (i) the pendency of the Action; (ii) the effect of the proposed Settlement (including the Releases to be provided thereunder); (iii) Class Counsel's motion for an award of attorneys' fees and reimbursement of Litigation Expenses; (iv) their right to object to any aspect of the Settlement, the Plan of Allocation and/or Class Counsel's motion for attorneys' fees and reimbursement of Litigation Expenses; (v) their right to exclude themselves from the Settlement Class; and (vi) their right to appear at the Settlement Hearing; (d) constituted due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement;

and (e) satisfied the requirements of Rule 52.08 of the Missouri Rules of Civil Procedure and all other applicable law and rules.

8. Settlement Agreement. Based on the papers filed with the Court and the presentations made to the Court by the Parties and other interested persons at the final approval hearing, and pursuant to Missouri Rule 52.08(e), the Court now grants final approval to the Settlement Agreement. The Court finds that the Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class Members, because: Plaintiffs and Class Counsel have adequately and capably represented the Settlement Class; there is no evidence of fraud or collusion; the Settlement will deliver valuable relief while avoiding the considerable costs, risks, and delays of trial and appeal; the stage of the proceedings and the amount of discovery complete favor approval; the probability of Plaintiffs' success on the merits and the range of possible recovery in relation to the benefits provided by the Settlement favor approval; and there is no meaningful opposition to the settlement. In addition, the Court finds that the Settlement Agreement was entered into in good faith between Plaintiffs and Defendant and is the result of good faith arm's length negotiations by experienced counsel on behalf of the Parties. Therefore, the Settlement is finally approved.

9. Objections. The Court has considered the objections of Brian Keith Lewis II and Carol J. Dismuke and finds that the objections are not well taken, nor do they affect the Court's final approval determination. Therefore, the terms of the Settlement, as set forth in the Agreement, are hereby determined to be fair, reasonable, and adequate. Accordingly, the Agreement, including each of its respective terms and conditions, is hereby finally approved by and incorporated as part of this Settlement Order and Final Judgment.

10. Final Judgment. The Court hereby enters final judgment approving the Settlement,

and (e) satisfied the requirements of Rule 52.08 of the Missouri Rules of Civil Procedure and all other applicable law and rules.

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10. Final Judgment. The Court hereby enters final judgment approving the Settlement,

as set forth in the Agreement. In accordance with the Agreement and this Settlement Order and Final Judgment, the Court hereby enters judgment fully and finally terminating all claims of Plaintiffs and the Settlement Class against BJC Health System d/b/a BJC Healthcare, on the merits, with prejudice, and without leave to amend.

11. Release of Claims. The Court further finds that all Class Members who have not timely and properly excluded themselves, regardless of whether such Class Members have claimed or obtained benefits under the Agreement, shall, by operation of this Settlement Order and Final Judgment, release, dismiss with prejudice, and forever discharge Defendant BJC, and all related entities, from any and all claims and causes of action, both known and unknown, and including any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys' fees and expenses, prejudgment interest, statutory damages, exemplary damages, restitution, the appointment of a receiver, and any other form of relief that either has been or could have been asserted by any Settlement Class Member against any of the Released Persons based on, relating to, concerning, or arising out of the litigation or the allegations, facts, or circumstances described in the operative complaint.

12. Exclusions from Class. Those Class Members who timely and properly requested exclusion from the Settlement Class are identified in Attachment 1 to the Affidavit of Cameron Azari, filed with the Court. The Court approves this list of Class Members who have excluded themselves from the Settlement Class, and those individuals are excluded from the Settlement Class. All other Members of the Settlement Class are, together with their heirs, estates, trustees, executors, administrators, principals, agents, beneficiaries, assigns, successors, and legal representatives bound by this Settlement Order and Final Judgment and all proceedings embodied by the Settlement, including the releases provided for in this Settlement Order and Final Judgment.

13. Attorneys' Fees and Expenses. The Court hereby awards Class Counsel the sum of \$3,000,000 in attorneys' fees and reimbursement of expenses incurred of \$5,130.16. These sums shall be paid by Defendant BJC to Class Counsel representing Plaintiffs and the Settlement Class pursuant to the terms and conditions and at the time set forth in the Agreement. Defendant BJC shall not be responsible for and shall have no liability whatsoever with respect to the allocation among Class Counsel and/or any other person who may assert a claim thereto, of attorneys' fees and expenses awarded by the Court.

14. Service Award. The sum of \$15,000 is hereby awarded as a service award to each of the named Plaintiffs in recognition of their time and effort spent as Class Representatives.

15. Costs of Notice. Defendant BJC shall pay the costs of administration of the Settlement of approximately \$367,000 in accordance with the terms of the Settlement Agreement.

16. Consumption of Agreement. The Parties are directed to consummate the Agreement in accordance with its terms.

17. Settlement Administrator. The Settlement Administrator shall discharge all aspects of notice and other settlement administration in accordance with the Agreement.

18. Non-Admission of Liability. Neither this Settlement Order and Final Judgment, the Agreement, the fact of settlement, the settlement proceedings, settlement negotiations, nor any related document, shall be used as an admission of any act or omission by Defendant BJC or any other Released Party, or be offered or received into evidence as an admission, concession, presumption, or inference of any wrongdoing by Defendant BJC or any other Released Party, in any action or proceeding in any court, administrative panel or proceeding, or other tribunal, other than such proceedings as may be necessary to consummate or enforce the Agreement.

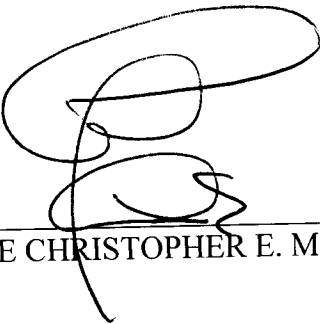
19. The Parties are hereby authorized without further approval from the Court to agree

upon such amendments or modifications of the Agreement and all exhibits thereto as shall be consistent in all respects with this Settlement Order and Final Judgment and do not limit the rights of the Class Members.

20. Without affecting the finality of this Order, the Court retains jurisdiction over this Settlement to the extent necessary to implement, enforce, and administer the Agreement and this Settlement Order and Final Judgment. Upon written report of the Settlement Administrator that all distributions have been made pursuant to the Agreement, the Court will dismiss this action with prejudice and without costs or attorneys' fees (except such costs and fees awarded herein) as to all claims that were asserted or could have been asserted by Plaintiffs and/or the Settlement Class. Notwithstanding the foregoing, the Order constitutes a final and complete adjudication of the claims of the Settlement Class and other matters presented herein, and the Court expressly determines that there is no just reason for delay.

IT IS SO ORDERED.

Date: 10/16/25



JUDGE CHRISTOPHER E. MCGRAUGH