FILED
MAY 14 2025
22ND JUDICIAL CIRCUIT
CIRCUIT CLERK'S OFFICE
BY _____ DEPUTY

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

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~~] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND NOTICE PLAN

Plaintiffs John Doe I and John Doe II have filed an unopposed motion for preliminary approval of a class action settlement, 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"). Having reviewed and considered the Settlement Agreement and accompanying exhibits, and all prior proceedings herein, and for good cause shown, it is hereby ordered that Plaintiff's Motion for Preliminary 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. Preliminary Approval of the Settlement. The Court preliminarily approves the Settlement Agreement, including the exhibits attached thereto, as fair, reasonable, adequate, and in the best interests of the Settlement Class, pending a final hearing on the Settlement as provided

herein. Specifically, the Court finds that the Class Representatives and Class Counsel have adequately represented the Class in all respects. The Court also preliminarily find that the Settlement was negotiated at arm's length by informed and experienced counsel. The relief provided to the Class under the Settlement Agreement is adequate and will provide a benefit to all Class Members. Moreover, there would be substantial costs, risks and delay associated with proceeding to trial and potential appeal. Further, the Court preliminarily finds that the proposed award of attorneys' fees and costs, including the timing of such payment, is reasonable, subject only to the Court's review of a timely filed fee application.

3. Jurisdiction: The Court concludes that it has subject matter jurisdiction and personal jurisdiction over the Parties before it for the purposes of the Settlement. Additionally, venue is proper in this Court.

4. Stay of the Action. Pending the Final Fairness Hearing, all proceedings in the Action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement Agreement and this Order, are hereby stayed.

5. Class Definition. The Court preliminarily 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.

6. Class Representative. The Court finds and determines that Plaintiffs John Doe I and John Doe II will fairly and adequately represent the interests of the Class in enforcing their rights in the Action and appoint 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 an adequate Representatives.

7. Class Counsel. The Court preliminarily appoints Jason 'Jay' Barnes and Eric Johnson of Simmons Hanly Conroy LLC, 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 Representatives and the Class, and to bind them all to the duties and obligations contained therein, subject to final approval by the Court.

8. Preliminary Class Certification for Settlement Purposes Only: The Court preliminarily 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.

9. Final Approval Hearing: A Final Approval Hearing shall be held on 10/16/25, 2025 at 1:30 pm o'clock [a.m./p.m.] before this Court to determine, among other things, whether (1) this matter should be finally certified as a class action pursuant to Civil Rule 52.08; (2) the Settlement Agreement between the Parties should be finally approved; (3) the Settlement and Settlement Agreement should be finally approved as fair, reasonable, adequate, and in the best interests of the Settlement Class; (4) the Litigation should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (5) Settlement Class Members (except those who have timely and valid requests for exclusion from the Settlement) should be bound by the releases set forth in the Settlement Agreement; (6) Plaintiff's Motion for Attorneys' Fees, Costs,

Expenses, and Service Awards should be granted; (7) Jason "Jay" Barnes and Eric S. Johnson of Simmons Hanly Conroy LLC and Amy Gunn of Gunn Slater should be finally appointed as Class Counsel; and (8) John Doe I and John Doe II should be finally appointed as Class Representatives.

Plaintiff's Motion for Final Approval of Class Action Settlement shall be filed with the Court no later than fourteen (14) days after the Objection Deadline, and Plaintiff's Motion for Attorneys' Fees, Costs, Expenses, and Service Award to Class Representatives shall be filed with the Court at least fourteen (14) days prior to the deadline for Settlement Class Members to opt-out of or object to the Settlement.

10. Class Notice. The proposed Notice Plan set forth in the Settlement Agreement constitutes reasonable notice of the settlement of the Litigation, provides a fair recital of the subject matter and proposed terms of the Settlement, provides Settlement Class Members with details regarding how to make a claim or request exclusion from or to object to the Settlement Agreement, and is hereby approved.

11. Findings and Conclusions Concerning Notice. The Court finds that the form, content, and method of giving notice to the Settlement Class as described in this Preliminary Approval Order and the Settlement Agreement constitute reasonable notice of the Settlement of the Litigation to the Settlement Class. Specifically, the Notice is clear and straightforward. It defines the Settlement Class; clearly describes the options available to Class Members and the deadlines for taking action; describes the essentially terms of the Settlement, including a description of the subject matter and the proposed terms of the Settlement, including a summary of the monetary or other benefits the Class would receive; discloses the requested Service Award for the Class Representatives, as well as the amount that Class Counsel intends to seek in fees, costs, and expenses; describes the date, time, and place of the Final Fairness Hearing; and

prominently displays the address and phone number of Class Counsel and the Settlement Administrator to make further inquiry about the Settlement. Finally, direct mailing, combined with publishing on the Settlement Website, is designed to be the best reasonable notice of the commencement of the action to reach the Settlement Class Members under the circumstances. The Court concludes the Notice Plan meets all applicable requirements of law and constitutes Due Process under the U.S. and Missouri Constitutions, and is hereby approved.

Non-material modifications to the exhibits may be made without further order of the Court. The Settlement Administrator is directed to carry out the Notice Plan in conformance with the Settlement Agreement.

12. Exclusion from the Class. Any Settlement Class Member who wishes to be excluded from the Settlement Class must timely complete, personally sign, and submit a request for exclusion ("Opt-Out Request") to the Settlement Administrator at the address in the Notice. To be effective, an Opt-Out Request must clearly manifest the Settlement Class Member's intent to be excluded from the Settlement Class, such as "I hereby request to be excluded from the Settlement Class in the *BJC Privacy Litigation*"; be postmarked no later than sixty (60) days after the Notice Date; and include the Settlement Class Member's name, address, telephone number, email address (if any), and personal physical signature.

All Settlement Class Members who submit timely, valid Opt-Out Requests, shall receive no benefits or compensation under the Settlement Agreement, shall gain no rights from the Settlement Agreement, shall not be bound by the Settlement Agreement, and shall have no right to object to the Settlement or proposed Settlement Agreement or to participate at the Final Approval Hearing. An Opt-Out Request or other request for exclusion that does not fully comply with the requirements for requesting exclusion from the Settlement Class or that is not timely submitted or

postmarked, or that is sent to an address other than that set forth in the Notice, will be invalid, and the person submitting such request will be treated as a Settlement Class Member and will be bound by the Settlement Agreement, including the Release contained therein, and any judgment thereon.

Within ten (10) days after the Claims Deadline, the Settlement Administrator shall furnish the Settlement Class Counsel and Defendant's Counsel a complete list of all timely and valid Opt-Out Requests.

13. Objections and Appearances. Any Class Member may enter an appearance in the Action, at their own expense, individually or through counsel of their own choice. If a Class Member does not enter an appearance, they will be represented by Class Counsel. Any Class Member who wishes to object to the Settlement, the Settlement Benefits, Service Awards, and/or the Attorneys' Fee Award and Costs, or to appear at the Final Fairness Hearing and show cause, if any, why the Settlement should not be approved as fair, reasonable, and adequate to the Class, why a final judgment should not be entered thereon, why the Settlement Benefits should not be approved, or why the Service Awards and/or the Attorneys' Fee Award and Costs should not be granted, may do so, but must proceed as set forth in this paragraph.

No Class Member or other person will be heard on such matters unless they have filed in this Action, and served concurrently on Class Counsel and Defendant's Counsel, the objection, together with any briefs, papers, statements, or other materials the Class Member or other person wishes the Court to consider, within sixty (60) calendar days after the Notice Date. Any objection must: (i) set forth the Settlement Class Member's full name, current address, telephone number, and email address; (ii) contain the Settlement Class Member's original signature; (iii) contain proof that the Settlement Class Member is a member of the Settlement Class (e.g., copy of settlement notice); (iv) state that the Settlement Class Member objects to the Settlement, in whole or in part;

(v) set forth a statement of the legal and factual basis for the Objection; (vi) provide copies of any documents that the Settlement Class Member wishes to submit in support of his/her position; (vii) identify all counsel representing the Settlement Class Member, if any; (viii) contain the signature of the Settlement Class Member's duly authorized attorney or other duly authorized representative, along with documentation setting forth such representation; and (ix) contain a list, including case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement in the past three (3) years.

14. Claims Process and Settlement Administration. Class Representatives and Defendant have created a process for assessing and determining the validity of claims and a payment methodology to Settlement Class Members who submit a timely, valid Claim Form. The Court preliminarily approves the plan for remuneration described in the Settlement Agreement and directs that the Settlement Administrator effectuate the distribution of Settlement consideration according to the terms of the Settlement Agreement, should the Settlement be finally approved.

Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirements 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 Settlement Agreement, the Release included in the Settlement Agreement, and the Final Order and Judgment.

15. Termination of Settlement. The 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 as of the date of the execution of the Settlement Agreement, if

the Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement. In such event, the Settlement and Settlement Agreement shall become null and void and be of no further force and effect, and neither the Settlement Agreement nor the Court's orders, including this Preliminary Approval Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

16. Use of Order. This Preliminary Approval Order shall be of no force or effect if a 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, liability, or the certifiability of any class. Nor shall this Preliminary Approval Order be construed or used as an admission, concession, or declaration by or against Class Representatives or any other Settlement Class Member that his or her claim lacks merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any party of any defense or claim he, she, or it may have in this Lawsuit or in any other lawsuit.

17. Final Approval Briefing. All opening briefs and supporting documents in support of a request for final approval of the Settlement and Settlement Benefits must be filed and served at least 15 days prior to the Fairness Hearing. All briefing and supporting documents in support of an application for attorneys' fees and costs and Service Awards must be filed 14 days prior to the Objection Deadline.

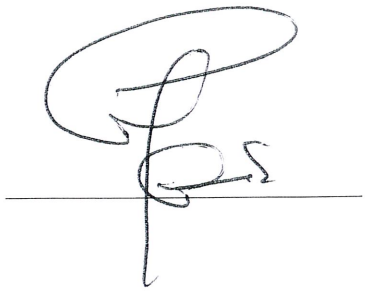
18. Reasonable Procedures. Class Counsel and Defense Counsel are hereby authorized to use all reasonable procedures in connection with approval of the Settlement that are not materially inconsistent with this Order or the Settlement Agreement.

19. Extension of Deadlines. Upon application of the Parties and good cause shown, the deadlines set forth in this Order may be extended by order of the Court, without further notice to

the Class. The Court reserves the right to adjourn or continue the Final Fairness Hearing, and/or to extend the deadlines set forth in this Order, without further notice of any kind to the Class.

20. Summary of Deadlines. The preliminary approved Settlement shall be administered according to its terms pending the Final Approval Hearing. Deadlines arising under the Settlement Agreement and this Preliminary Approval Order include, but are not limited to:

EVENT	DATE
Notice Date	TBD
Deadline for Settlement Class Members to Opt-Out of or Object to Settlement Agreement	60 Days After the Notice Date
Deadline for Plaintiff to File Motion for Attorneys' Fees, Costs, Expenses, and Service Award	14 Days Prior to the Objection Deadline
Deadline for Class Members to Submit Claim Forms	90 Days After the Notice Date
Deadline for Plaintiffs to File Motion for Final Approval of Settlement	TBD
Final Approval Hearing	TBD

IT IS SO ORDERED:

Date: 5/14/25