

**IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
AT KANSAS CITY**

| | | |
|--|---|---------------------------|
| LYNN HENDERSON, ESPIRE |) | |
| CONCEPCION, ANTONIO JONES, and |) | |
| TYRONE GREEN-SMITH, individually and on |) | |
| behalf of all others similarly situated, |) | |
| |) | |
| Plaintiffs, |) | Case Number: 1416-CV13765 |
| |) | |
| v. |) | Division: 10 |
| |) | |
| CIOX HEALTH, LLC f/k/a HEALTHPORT |) | |
| TECHNOLOGIES, LLC, SSM HEALTH CARE |) | |
| CORPORATION, and SSM REGIONAL |) | |
| HEALTH SERVICES, |) | |
| |) | |
| Defendants. |) | |

**AMENDED ORDER PRELIMINARILY
APPROVING THE SETTLEMENT OF CLASS ACTION**

Plaintiffs Lynn Henderson, Espire Concepcion, Antonio L. Jones, Tyrone Green-Smith, individually and as representatives of the “Settlement Class” (as defined herein), and Defendants CIOX Health, LLC f/k/a HealthPort Technologies, LLC (“CIOX”), SSM Health Care Corporation (“SSM Health Care”) and SSM Regional Health Services (“SSM Regional”) have entered into a Settlement Agreement.

Plaintiffs have moved for, and Defendants have indicated that they do not oppose entry of this order, which (a) preliminarily approves the Settlement, appointing Plaintiffs as the representatives of the Settlement Class and Class Counsel as counsel for the Settlement Class and determine the Settlement to be fair, reasonable, and adequate and in the best interest of the Class Members for settlement purposes; (b) conditionally certifies the Settlement Class (for settlement purposes only); (c) approves the forms of Class Notice to be provided to the Settlement Class; (d) approves the forms of the Proof of Claim to be provided to the Settlement Class; (e) directs that the Class Notice be disseminated in accordance with the Agreement and find that the plan for disseminating Class Notice established pursuant to the Agreement constitutes the best notice practicable under the circumstances and satisfies the requirements of due process and Mo. R. Civ.

P. 52.08; (f) establishes a procedure for Persons in the Settlement Class to object to the settlement or exclude themselves from the Settlement Class, and set a date, no later than the final day of the Claim Period, after which no Person shall be allowed to object to the settlement or exclude himself or herself from the Settlement Class or seek to intervene in the Action; (g) pending final determination of whether the settlement should be approved, bar all Persons in the Settlement Class, directly, on a representative basis, or in any other capacity, from commencing or prosecuting against any of the Released Parties any action, arbitration, or proceeding in any court, arbitration forum, or tribunal asserting any of the Released Claims; (h) pending final determination of whether the settlement should be approved, stay all proceedings in the Action except those related to the effectuation of the settlement; and (i) sets a date for the Final Approval Hearing in which the Court will make a final decision whether to approve the settlement as fair, reasonable and adequate.

The Court has considered the terms of the Settlement Agreement in light of the issues presented by the pleadings, the record in this case, the complexity of the proceedings, the absence of collusion between the Parties, and the experience of Class Counsel, and is preliminarily satisfied that the Settlement Agreement is fair, reasonable, and adequate. The Court also is satisfied that the plan for sending notice of the Settlement to the Settlement Class is adequate, sufficiently informs Settlement Class members of the Settlement's terms and of the conditional certification of the Settlement Class, and satisfies the requirements set forth by applicable law and due process.

THEREFORE, IT IS ORDERED THAT:

1. The Court has jurisdiction over the subject matter of this Action and personal jurisdiction over the Parties and the conditionally certified Settlement Class, as defined below.
2. This Order incorporates by reference the Definitions in the Settlement Agreement, and all capitalized terms used in this Order will have the same meanings as set forth in the Settlement Agreement, unless otherwise defined in this Order.
3. The Parties have agreed to and the Court provisionally certifies the following "Settlement Class" for purposes of settlement only:

All Persons who, on one or more occasions between June 9, 2009 and the date of this Preliminary Approval Order, sought copies of medical records from the Missouri Hospitals, or had the records requested by some other Person pursuant to their authorization, and were charged an E-Delivery Fee(s), No Records Found Fee(s) and/or a Notary Fee(s); and who subsequently paid CIOX, either directly or indirectly, one or more of said E-Delivery Fee(s), No Records Found Fee(s) and/or a Notary Fee(s) and were not reimbursed by CIOX for the same.

Excluded from the class are (i) Defendants, any predecessor, subsidiary, sister and/or merged companies, and all of the present or past directors, and officers of the Defendants; (ii) any and all government entities that paid for records pursuant to a specific agreement or rate different from Section 191.227; (iii) the Missouri Judge or Justice signing the Final Approval Order, and the current spouse and all other persons within the third degree of consanguinity to such judge/justice; and (iv) Class Counsel.

4. Based on the Court's review of the Settlement Agreement and the Plaintiffs' Motion, the Court finds that conditional certification of the Settlement Class for settlement purposes only is appropriate because the class is so numerous that joinder would be impracticable, this action presents common issues of law and fact that predominate over any individual questions, Plaintiffs' claims are typical of the Settlement Class members' claims, Plaintiffs and their counsel are adequate representatives of the Settlement Class, and a class action is superior to tens of thousands of individual lawsuits.

5. Based on the Court's review of the Settlement Agreement, the Motion for Preliminary Approval, the supporting memoranda, declarations of counsel, argument of counsel, and the entire record, the Court finds that the Settlement Agreement is fair, reasonable, and adequate. Plaintiffs' motion to preliminarily approve the Settlement Agreement and conditionally certify the Settlement Class is granted. The Court appoints Plaintiffs Lynn Henderson, Espire Concepcion, Antonio L. Jones, and Tyrone Green-Smith as Class Representatives and (i) Matthew L. Dameron and the law firm of Williams Dirks Dameron LLC, 1100 Main Street, Suite 2600, Kansas City, Missouri 64105; (ii) M. Blake Heath and the law firm of M. Blake Heath, Trial

Attorney LLC, 917 West 43rd Street, Suite 100, Kansas City, Missouri; and (iii) William C. Kenney, Bill Kenney Law Firm, LLC., 1100 Main Street Suite 1800, Kansas City, Missouri 64105 as Class Counsel.

6. The Court appoints Analytics, LLC as Claims Administrator, which shall fulfill the functions, duties, and responsibilities of the Claims Administrator as set forth in the Settlement Agreement and this Order. By accepting this appointment, the Claims Administrator has agreed to the Court's jurisdiction solely for purposes of enforcement of the Settlement Administrator's obligations under the Settlement Agreement.

7. The Settlement Administrator shall cause the Class Notice to be accomplished within sixty (60) calendar days after the entry of this Preliminary Approval Order.

8. The Court approves the form, substance and requirements of: the Proof of Claim or Claim Form, and the Class Notice attached to the Settlement Agreement as Exhibits B, C, and D, and finds that the form, content, and mailing and distribution of the Class Notice, substantially in the manner and form set forth in the Settlement Agreement, (i) meet the requirements of all applicable laws and rules; (ii) is the best notice practicable under the circumstances; (iii) constitutes due and sufficient notice that is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, of the effect of the proposed Settlement (including the releases to be provided thereunder), of Class Counsel's application for an award of attorneys' fees and expenses, including Plaintiffs' expenses, and Plaintiffs' Incentive Award, of their right to exclude themselves from the Class, and of their right to appear at the Final Approval Hearing; and (iv) constitutes due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement.

9. The Court further finds that the manner of providing for objections and exclusion requests to the Settlement specified in the Settlement Agreement is reasonable, appropriate, and satisfies the requirements of due process and applicable laws and rules.

10. In order to be entitled to obtain a benefit under the Settlement set forth in the Settlement, each Class Member must submit a Valid Claim Form as specified in the Settlement Agreement.

11. If the Effective Date does not occur, the Parties will be returned to their positions *status quo ante* with respect to the Action, for all litigation purposes, as if no settlement had been negotiated or entered into and thus this Preliminary Approval Order and all other findings or stipulations regarding the Settlement, including but not limited to, certification of the Settlement Class will be automatically void, vacated, and treated as if never filed.

12. The Court will hold a Final Approval Hearing on August 31, 2021, at 1:30 p.m. to make a final determination of whether to (a) approve the Settlement Agreement as presented and without modification (except insofar as the Parties have agreed to such modification); (b) find that the settlement and the Agreement is fair, just, equitable, reasonable, adequate, and in the best interests of the Settlement Class; (c) direct the Parties to consummate the Agreement in accordance with its terms; (d) dismiss with prejudice all claims against Defendants in the Action, without fees or costs except as provided in this Agreement; (e) declare that the Class Notice fully complies with the requirements of due process and Mo. R. Civ. P. 52.08(e)(2), constitutes the best notice practicable under the circumstances, and is due and sufficient notice to all Persons entitled to notice of the settlement in this Action; (f) declare that Plaintiffs and the Class Members who have not opted out are bound by this Agreement, including the release of claims set forth herein; (g) permanently enjoin Plaintiffs and the Class Members who have not opted out from prosecuting any Released Claims against the Released Parties; (h) reserve continuing jurisdiction over the construction, interpretation, implementation, and enforcement of this Agreement and over the administration and distribution of the Settlement Payments the prerequisites for class certification and treatment under applicable laws and rules are met; and (i) rule on any other matters that the Court may deem appropriate.

13. Any Class Members who do not request exclusion and have a Qualifying Request possess the right to object to the proposed Settlement by filing an objection in writing and as outlined in the Settlement Agreement with the Clerk of the Court, located at 415 E. 12th Street, Kansas City, Missouri 64106, no later than the final day of the Claims Period. The objection must also be mailed to each of the following, postmarked by the last day to file the objection:

(i) Class Counsel: Matthew L. Dameron and the law firm of Williams Dirks Dameron LLC, 1100 Main Street, Suite 2600, Kansas City, Missouri 64105; and/or M. Blake Heath and the law firm of M. Blake Heath, Trial Attorney LLC, 917 West 43rd Street, Suite 100, Kansas City, Missouri; and/or William C. Kenney, Bill Kenney Law Firm, LLC., 1100 Main Street Suite 1800, Kansas City, Missouri 64105; (ii) counsel for Defendants: Richard D. Rhyne, Brian Fries, and Kate O'Hara Gasper, Lathrop GPM LLP, 2345 Grand Boulevard, Suite 2200, Kansas City, Missouri 64108; and (iii) the Claims Administrator: *Henderson et al. v. Ciox Health LLC* Class Action Settlement, P.O. Box 2004; Chanahassen, MN 55317-2004.

14. Any Class Member who has not opted out of the Settlement Class may appear at the Final Approval Hearing to show cause why the proposed Settlement Agreement should or should not be approved as fair, reasonable, and adequate; provided, however, that no person shall be heard or entitled to contest the approval of the Settlement Agreement unless that person has, filed a written notice of intention to appear at the Final Approval Hearing and mailed copies of the same to Class Counsel and Defense Counsel no later than thirty (30) calendar days before the date of the Final Approval Hearing.

15. Any Settlement Class Member who does not submit an objection in the manner provided in the Settlement Agreement and above shall be deemed to have waived any objection to the Settlement Agreement and shall forever be foreclosed from making any objection to class certification of the Settlement Agreement, to the fairness, adequacy or reasonableness of the Settlement Agreement, and to any attorneys' fees, and cost reimbursements.

16. In accordance with the Settlement Agreement, CIOX shall pay Class Counsel the Fee Award.

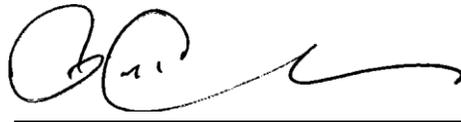
17. In accordance with the Settlement Agreement, CIOX shall pay the Incentive Award to Plaintiffs.

18. All proceedings in this Court with respect to the Action, other than those that are necessary to carry out, or incidental to carrying out, the terms and conditions of this Order, are stayed and suspended until further order of the Court.

19. Pending entry of the Final Approval Order and Judgment, Plaintiffs, Settlement Class members, and any person or entity allegedly acting on behalf of the Settlement Class, either directly, representatively, or in any other capacity, are preliminarily enjoined from commencing or prosecuting against the Released Parties any action or proceeding in any court or tribunal asserting any of the Released Claims; provided, however, that this injunction shall not apply to individual claims of any Settlement Class Members who timely exclude themselves in a manner that complies with this Order. This injunction is necessary to protect and effectuate the Settlement Agreement, this Order, and the Court's flexibility and authority to effectuate this Settlement Agreement and to enter judgment when appropriate, and is ordered in aid of the Court's jurisdiction and to protect its judgments.

20. The Court retains jurisdiction over the Action and all matters arising out of or connected with the proposed Settlement Agreement. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing without further notice to Settlement Class members, and retains jurisdiction to consider all further applications arising out of or connected with the Settlement Agreement. The Court may approve or modify the Settlement Agreement without further notice to Settlement Class members.

IT IS SO ORDERED and signed by me this 15th day of March, 2021.



HON. PATRICK W. CAMPBELL
Circuit Judge