

ENTERED
OCT 17 2025

IN THE COURT OF COMMON PLEAS
HAMILTON COUNTY, OHIO

JOHN DOE, on behalf of himself and all
others similarly situated,

Plaintiff,

v.

BON SECOURS MERCY HEALTH,

Defendant.

CASE NO. A 2002633

JUDGE CHRISTIAN A. JENKINS

CLASS ACTION

FINAL ORDER AND JUDGMENT APPROVING
CLASS ACTION SETTLEMENT

Plaintiff John Doe has filed an unopposed motion for final approval of a 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 Plaintiff and Defendant Bon Secours Mercy Health on March 5, 2025.

The Court held a Final Approval Hearing on August 19, 2025, at 2:30 p.m. At this 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; (ii) the amount of attorneys’ fees and expenses to award counsel for Plaintiff; and (iii) whether the Settlement Order and Final Judgment should be entered.



D146298263

Having conserved the record in this action, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

1. Jurisdiction. The Court has jurisdiction over the subject matter 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.

2. 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.

3. Class Certification for Settlement Purposes. The Court hereby affirms its determinations in the Preliminary Approval Order certifying, for the purposes of the Settlement only, the Action as a class action pursuant to Rules 23(a) and (b)(3) of the Ohio Rules of Civil Procedure on behalf of the Settlement Class. In making these findings, the Court has considered, *inter alia* (1) the interests of the Settlement Class Members in individually controlling the prosecution or defense of separate actions; (2) the impracticality or inefficiency of prosecuting or defending separate actions; (3) the extent and nature of any litigation concerning these claims already commenced; and (4) the desirability of concentrating the litigation of the claims in a particular forum.

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

All natural persons residing in the State of Ohio who are, or were, patients of defendant Bon Secours Mercy Health and logged into the Mercy MyChart patient portal between March 27, 2018 and December 31, 2021.

5. Class Representative. The Court finds that Plaintiff John Doe will fairly and adequately represent the interests of the Class in enforcing their rights in the Action and appoints

him as Class Representative. The Court further finds, for purposes of this Settlement, that Plaintiff John Doe is similarly situated to absent Class Members and will be an adequate Representative.

6. Class Counsel. The Court appoints Jason ‘Jay’ Barnes and Eric S. Johnson of Simmons Hanly Conroy LLC and Stuart E. Scott and Kevin C. Hulick of Spangenberg Shibley & Liber LLP 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, subject to 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) Lead 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 Lead 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 23 of the Ohio Rules of Civil Procedure and all other applicable law and rules.

8. Settlement Agreement. The Court finds that the Agreement was entered into in good faith between Plaintiff and Defendant and is the result of good faith arm’s length negotiations by

the Parties thereto. In addition, the Court finds that Final Approval of the Agreement will result in substantial savings in time and resources of the Court and the Parties and will further the interests of justice, and is in the best interest of the Settlement Class, especially in light of the benefits to the Settlement Class and the costs and risks associated with the complex proceedings necessary to achieve a favorable result in this Action. Further, the Court finds that the Agreement is fair, reasonable, and adequate to Members of the Settlement Class based on proceedings in this Action, discovery, due diligence, and in the absence of material objections sufficient to deny approval.

9. Objections. The Court has considered the objections to the settlement advanced by objectors Mariann Horner, Caroline Robb, and Jawuan Crystal Boykin and finds that the objections are not well taken, nor does they affect the Court's final approval determination. For Ms. Horner and Ms. Robb, their objections appear to be attempts to opt out of the settlement, and the Court therefore characterizes them as such. Mr. Boykin's objection does not affect final approval. 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, 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 Plaintiff and the Settlement Class against Bon Secours Mercy Health, 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 Bon Secours Mercy Health, 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 Exhibit A to the Affidavit of Cameron Azzari, 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. In addition, Caroline Robb and Mariann Horner are excluded from the 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 \$2,100,000 in attorneys' fees and \$140,481.10, in expenses. These sums shall be paid by Defendant to Class Counsel representing Plaintiff and the Settlement Class pursuant to the terms and conditions and at the time set forth in the Agreement. Defendant 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 \$18,000 is hereby awarded as a service award to the named Plaintiff in recognition of his time and effort spent as a Class Representative.

15. Costs of Notice. Defendant shall pay the costs of administration of the Settlement not to exceed \$200,000 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 this 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 or any other Released Party, or be offered or received into evidence as an admission, concession, presumption, or inference of any wrongdoing by Defendant 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 Judgement. 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 are awarded herein) as to all claims that were asserted or could have been asserted by Plaintiff 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:

10/16/25
DATE


JUDGE CHRISTIAN A. JENKINS

COURT OF COMMON PLEAS
ENTER
HON. CHRISTIAN A. JENKINS
THE CLERK SHALL SERVE NOTICE
TO PARTIES PURSUANT TO CIVIL
RULE 58 WHICH SHALL BE TAXED
AS COSTS HEREIN.

FOR COURT USE ONLY
S. C. Line #: 18