IN THE CIRCUIT COURT OF CLAY COUNTY, MISSOURI

L.B., individually and on behalf of all others similarly situated,	)	
Plaintiffs,	)	
v.	)	**Case No. 21CY-CV07481**
CLAY COUNTY PUBLIC HEALTH CENTER,	)	**Division II**
Defendant.	)	

YOU ARE RECEIVING THIS NOTICE BECAUSE YOU MAY BE ENTITLED TO MONEY FROM A SETTLEMENT WITH CLAY COUNTY PUBLIC HEALTH CENTER.

YOU MUST TAKE ACTION TO BE ELIGIBLE TO RECEIVE ANY PAYMENT UNDER THE SETTLEMENT. THIS NOTICE AFFECTS YOUR RIGHTS. PLEASE READ IT CAREFULLY.

THIS IS NOT A SOLICITATION FROM A LAWYER. THE CIRCUIT COURT OF CLAY COUNTY, MISSOURI, HAS AUTHORIZED THIS NOTICE.

NOTICE OF COLLECTIVE ACTION SETTLEMENT

- This Notice of Collective Action Settlement is to inform you that Clay County Public Health Center ("CCPHC") has agreed to settle a lawsuit filed by Plaintiff L.B. claiming that CCPHC committed negligence by posting Protected Health Information ("PHI") and Personally Identifiable Information ("PII") of Clay County residents on the www.clayhealth.com public website in June 2020 (hereinafter the "Lawsuit"). This Notice is to inform you about the settlement, including your right to receive a share of the settlement fund.
- Defendant CCPHC denies the allegations, and the Court has not decided whether CCPHC did anything wrong. CCPHC agreed to settle this litigation to avoid costly, disruptive, and time-consuming litigation and not as an admission to any wrongdoing or liability.
- This settlement is limited to individuals whose PHI and PII were posted online in June 2020, specifically June 18, 2020.
- On October 21, 2026, the Circuit Court of Clay County, Missouri preliminarily approved this settlement.
- This Notice is being sent to you because records from CCPHC show that your information may have been posted on the www.clayhealth.com public website on June 18, 2020.

YOUR LEGAL RIGHTS AND OPTIONS UNDER THE PRELIMINARILY APPROVED SETTLEMENT	
SUBMIT A CLAIM **DEADLINE:** **DECEMBER 20, 2026**	To receive a Settlement benefit, you must submit a valid Claim Form. Settlement Class Members may be eligible to receive a cash payment and/or reimbursement for documented out-of-pocket expenses and losses, up to $300.00 per Class Member. If you are requesting a cash payment by check, you may complete and submit the tear-off Claim Form included with the Postcard Notice. If you are requesting reimbursement for documented out-of-pocket expenses and/or losses, you must complete and submit the electronic Claim Form available on the Settlement Website. You must also use the electronic Claim Form if you wish to receive your Settlement payment electronically rather than by check. **Submit your claim online via the Settlement website at www.CCPHCClassAction.com, via email at info@CCPHCClassAction.com or mail to the Settlement Administrator at no later than December 20, 2026.**
EXCLUDE YOURSELF **DEADLINE:** **JANUARY 19, 2027**	If you ask to be excluded, you will not receive any payment from the Settlement. However, you will keep any right to sue CCPHC separately for the same legal rights. Any Settlement Class Member who wishes to exclude themselves from the Settlement must do so by mail to the Settlement Administrator at **CCPHC Data Incident Settlement Attn: Exclusions, P.O. Box 58220, Philadelphia, PA 19102**. The written notification must contain the individual's full name, address, and telephone number; an unequivocal statement that he or she wants to be excluded from the Settlement Class; and the original signature of the individual or a person previously authorized by law to act on behalf of the individual with respect to the claims asserted in this Action.
OBJECT **DEADLINE:** **JANUARY 4, 2027**	You have the right to object to this Settlement. To object to this settlement, you must state your objection in writing, sign the document, and mail it to either Plaintiffs' Counsel or Defense Counsel on or before **January 4, 2027**. Any objections will be forwarded to the Court. However, if you file a written objection, you have the right to appear in person at the Final Approval Hearing to object in person. You are not required to appear in person for your objection to be considered by the Court.
DO NOTHING	If you do not submit a Claim Form and/or documentation of your loss, you will not receive a portion of the Settlement, and you will release your rights to pursue claims against CCPHC in the future.

1. WHY DID I GET THIS NOTICE?

The notice explains that in October 2025, a Settlement was reached in the case titled *L.B., individually and on behalf of all other similarly situated v. Clay County Public Health Center,* Case No. 21CY-CV07481. The purpose of this Notice is to inform you of the existence of a Settlement between Plaintiff and Clay County Public Health Center resolving alleged claims that CCPHC posted Clay County residents' COVID status on the Clay County Health public website without prior consent.

As described further below, in order to receive your share of the settlement proceeds, you ***must* submit** a valid Claim Form no later than **December 20, 2026** in order to be eligible to receive a cash payment and/or reimbursement for documented out-of-pocket expenses and losses, up to $300.00 per Class Member. If you are requesting a cash payment by check, you may complete and submit the tear-off Claim Form included with the Postcard Notice.

If you are requesting reimbursement for documented out-of-pocket expenses and/or losses, you must complete and submit the electronic Claim Form available on the Settlement Website. You must also use the electronic Claim Form if you wish to receive your Settlement payment electronically rather than by check.

2. WHAT IS YOUR SETTLEMENT AMOUNT?

To settle this case, CCPHC agreed to pay up to $200,000 ("Settlement Sum"). Settlement Class Members who submit a valid Claim Form may be eligible to receive a cash payment and/or reimbursement for documented out-of-pocket expenses and losses of up to $300.00 per Class Member, before applicable taxes.

PLEASE NOTE THE AMOUNT INDICATED IS NOT FINAL AND CAN BE MODIFIED BY THE COURT BEFORE THE COURT'S FINAL APPROVAL OF THE SETTLEMENT.

You will be solely responsible for the payment of any local, state, or federal taxes resulting from or attributable to any payments you receive under this settlement. If you have any tax-related questions, you should consult a tax preparer.

You will have 90 days to cash your Settlement payment after it is issued. Any uncashed checks will be voided after 90 days. After that, you will be unable to obtain payment, and you will have released any and all claims you may have had arising from this case.

3. HOW TO ACCEPT YOUR SETTLEMENT AWARD?

In order to accept and receive your share of the settlement, you must submit a valid Claim Form.

If you are requesting a cash payment by check, you may complete and return the tear-off Claim Form included with the Postcard Notice to the CCPHC Data Incident Settlement Administrator. If you are requesting reimbursement for documented out-of-pocket expenses and/or losses, or wish to receive your Settlement payment electronically, you must submit the electronic Claim Form available on the Settlement Website. All Claim Forms must be submitted by **December 20, 2026**.

If you do not sign and return the document or make a timely submission via the online claim submission portal, you will not receive your share of the settlement, and you will release all claims against CCPHC.

4. ATTORNEYS' FEES AND COSTS

Plaintiff's Counsel is asking the Court to award her approval for attorneys' fees in the amount of $100,000. The actual attorneys' fees Plaintiff's Counsel has recorded based on her time expended in advancing this lawsuit are substantially higher than the attorneys' fees she is asking the Court to award. Plaintiff's Counsel has voluntarily reduced the amount of attorneys' fees she is asking the Court to award so that there is a larger portion of the Settlement Sum to be divided among the Plaintiffs. Plaintiff's Counsel is continuing to perform legal work to finalize this settlement, but her attorneys' fees will be capped at no more than $100,000.

Please note that these amounts have already been deducted from your settlement amount listed above, which will not be subject to any further deductions for attorneys' fees or costs.

You will not be required to make any payments for attorneys' fees or other litigation costs from your settlement amount. If the Court approves the settlement agreement and the fee award in this case, then CCPHC will issue payment directly to Plaintiff's Counsel for attorneys' fees and costs, and this amount will come out of the Settlement Sum.

5. HOW DO I OPT OUT OF THE SETTLEMENT?

If you do not want to receive any benefits from the Settlement, and you want to keep your right, if any, to separately sue the Defendant about the legal issues in this case, there are steps that you must take to exclude yourself from the Settlement Class. This is called requesting an exclusion from, or "opting out" of the Settlement Class. The deadline to submit a request for exclusion from the Settlement is **January 19, 2027**.

To exclude yourself from the Settlement, you must submit a written request for exclusion that includes the Settlement Class Member's full name and current address and signature, and (ii) specifically state their desire to be excluded from the Settlement and from the Settlement Class in the *L.B., individually and on behalf of all other similarly situated v. Clay County Public Health Center,* Case No. 21CY-CV07481, class action Settlement.

Your request for exclusion must be mailed to the Settlement Administrator at the address below, **postmarked no later than January 19, 2027.**

CCPHC Data Incident Settlement Administrator
Attn: Exclusions
P.O. Box 58220
Philadelphia, PA 19102

Failure to comply with these requirements and to timely submit the Request for Exclusion will result in the Settlement Class Member being bound by the terms of the Settlement.

6. HOW TO OBJECT TO THE SETTLEMENT?

You have a right to object to this settlement. To object to this settlement, you must state your objection in writing, sign the document, and mail it first-class postage prepaid to the Settlement Class Counsel and Defendant's Counsel at their addresses before January 4, 2027**.** Any objections will be forwarded to the Court. However, if you file a written objection, you have the right to appear in person at the Final Approval Hearing to object in person. You are not required to appear in person for your objection to be considered by the Court.

The Final Approval Hearing where the Court will determine whether to give final approval of the settlement will be held on **January 27, 2027 at 9:00 a.m.,** before Judge Timothy Flook at the Clay County Courthouse, 11 South Water Street, Liberty, MO 64068.

YOU ARE NOT REQUIRED TO ATTEND THE FINAL APPROVAL HEARING TO BENEFIT FROM THE SETTLEMENT.

Plaintiff's Counsel **Maureen Brady** MCSHANE AND BRADY 4006 Central Street Kansas City, MO 64111 mbrady@mcshanebradylaw.com	**Defendants' Counsel** **Kathryn Wright** HALBROOK WOOD WINDHAM, P.C. 3500 W 75th Street Suite 300 Prairie Village, KS 66208 kwright@hwwlegal.com

7. WHEN DO I GET MY PAYMENT?

The Court still has to perform a final review of and give final approval of the settlement, which will be after the **January 27, 2027**, Final Approval Hearing. Settlement payments will not be sent out until the Court gives final approval of the settlement. You are welcome to contact Plaintiff's Counsel, whose contact information is listed in this Notice, for updates on the status of the settlement payments.

8. SCOPE OF RELEASE

If you timely submit the Claim Form and/or supporting documentation, you will forever release and discharge CCPHC, their present and former officers, directors, subsidiaries, affiliates, agents, partners, employees, attorneys, accountants, executors, administrators, personal representatives, heirs, successors and assigns, and any or all of them (collectively, the "Releasees"), in their personal, individual, official and/or corporate capacities, from any and all claims under any federal, state, or local law, including but not limited to, all claims asserted or that could have been asserted and that arise from or relate to facts brought forth in this lawsuit.

9. YOUR RESPONSIBILITIES

If you do not timely submit the Claim Form and/or supporting documentation, you will not receive your settlement award, and you will also release any and all claims against CCPHC.

It is your responsibility to keep the Plaintiff's Counsel informed of any change of address and to cash your check on time. You must act within the time periods set out in this Notice. The time periods will be strictly enforced. Failure to carry out any of these responsibilities could result in your failure to receive your settlement award.

10. QUESTIONS REGARDING THIS NOTICE

If you have any questions regarding this Notice or need to update your address, you can contact Plaintiff's Counsel at mbrady@mcshanebradylaw.com, or mailed to MCSHANE & BRADY, 4006 Central Street, Kansas City, MO 64111.

11. PLAINTIFF'S LEGAL COUNSEL

Maureen Brady
MCSHANE & BRADY
4006 Central Street
Kansas City, MO 64111
Email: mbrady@mcshanebradylaw.com

PLEASE DO NOT CALL OR OTHERWISE CONTACT THE COURT, REGARDING THIS NOTICE.