CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

Plaintiff L.B. ("Plaintiff" or "Class Representative") on behalf of herself and all others similarly situated, and Defendant Clay County Public Health Center ("Defendant") (collectively, the "Parties"), hereby enter into this Class Action Settlement Agreement and Release ("Settlement Agreement"), subject to Court approval. As detailed below, this Settlement Agreement releases and forever discharges and bars all claims asserted (or claims that could have been asserted in the class action lawsuit captioned, L.B., individually and on behalf of all others similarly situated v. Clay County Public Health Center, filed in the Circuit Court of Clay County, Missouri, Case No. 21CY-CV07481.

I. RECITALS

A. On August 27, 2021, Plaintiff filed a putative class action in the Circuit Court of Clay County, Missouri, captioned *, L.B., individually and on behalf of all others similarly situated v. Clay County Public Health Center*, Case No. 21CY-CV07481 alleging that Defendant disclosed personal health information ("PHI") and personally identifiable information ("PII") on the Defendant's website between June 18, 2020 and June 22, 2020 (hereinafter referred to as the "Action").

B. Plaintiff claimed that they wrongfully disclosed Private Information.

C. The Action defined the class as "All Clay County citizens who's PHI and PII was posted on the www.clayhealth.com public website on June 18, 2020."

D. The class size is 315 individuals, including Plaintiff.

E. On May 9, 2024, the Court granted Plaintiff's Motion for Class Certification.

F. On November 12, 2024, the Parties participated in Mediation with Mediator Rick Holtsclaw. Mediation was unsuccessful.

G. On July 25, 2025, notice was sent to each of the class members.

H. As of October 27, 2025, 313 notices were sent, with 38 returned as undeliverable. 35 notices were remailed. No exclusions have been received. No opposition has been received.

I. In October 2025, Counsel for the Parties were able to come to an agreement on the principal terms of a settlement on a class-wide basis, subject to final mutual agreement on all the necessary documentation.

J. The Parties have agreed to settle the Action entirely, on the terms and conditions set forth herein, without any admission of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties.

K. Defendant denies all claims of wrongdoing or liability that Plaintiff, class members, or anyone else has asserted in this Action or may assert in the future based on the conduct alleged in the Action. Despite Defendant's position that it is not liable for, and has good defenses to, the claims alleged in the Action, Defendant has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the Petition, and to avoid the litigation costs and expenses, distractions, burden, and disruption to its business operations associated with further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in the Petition, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Petition.

L. Plaintiff has entered into this Agreement to recover on the claims asserted in the Petition, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiff does not in any way concede that the claims alleged in the Action lack merit or are subject to any defenses.

M. The Parties intend this Agreement to bind Plaintiff, Defendant, and all participating class members.

N. Counsel for Plaintiff and the Class Members have thoroughly examined the law and facts relating to the matters at issue in the Action, including Plaintiff's claims and Defendant's potential defenses, including conducting an independent investigation participating in mediation, conferring with defense counsel through the settlement negotiation process, as well as conducting an assessment of the merits of expected arguments and defenses throughout the litigation. Based on a thorough analysis of the facts and the law applicable to Plaintiff's claims in the Action, and taking into account the burden, expense, and delay of

continued litigation, including the risks and uncertainties associated with litigating class certification and other defenses Defendant may assert, a protracted trial and appeal(s), as well as the opportunity for a fair, cost-effective, and assured method of resolving the claims of the Settlement Class, Plaintiffs and Settlement Class Counsel believe that the terms set forth in this Settlement Agreement confer substantial benefits upon the Settlement Class and have determined that they are fair, reasonable, adequate, and in the best interests of the Settlement Class.

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows:

II. DEFINITIONS

As used in this Settlement Agreement, the terms and phrases below have the following meanings, unless a section or subsection of this Settlement Agreement or its exhibits provides otherwise. Unless otherwise indicated, all defined terms include the plural as well as the singular.

2.1 "Action" means the case captioned *L.B., individually and on behalf of all others similarly situated v. Clay County Public Health Center*, Case No. 21CY-CV07481, pending in the Circuit Court of Clay County, Missouri.

2.2 "Attorneys' Fees and Expenses Award" means the amount awarded by the Court to be paid to Settlement Class Counsel solely from the Settlement Fund, which amount shall be in full and complete satisfaction of Settlement Class Counsel's claim or request for payment of attorneys' fees and reimbursement for litigation expenses.

2.3 "Defendant" means Clay County Public Health Center.

2.4 "Claim Deadline" means a certain date, which is to be set forth in the Notice and which shall be no more than thirty (30) Days from the date Notice is mailed to the Settlement Class Members.

2.5 "Claim Form" means the form which Settlement Class Members must complete and submit on or before the Claim Deadline in order to be eligible for the benefits described herein. The Claim Form

shall require an actual or electronic sworn signature under penalty of perjury but shall not require a notarization or any other form of verification.

2.6 "Class Representative" or "Plaintiff" means L.B.

2.7 "Court" means the Circuit Court of Clay County, Missouri.

2.8 "Data Incident" means the incident that occurred on or about June 18, 2020, in which the personal information for 315 Clay County, Missouri residents was posted on the www.clayhealth.com website for approximately two days.

2.9 "Defendant's Counsel" means Kathryn A. Wright and Lauren Mangiameli, Halbrook Wood, P.C., with a mailing address of 3500 W. 75th Street, Suite 300, Prairie Village, Kansas 66208 and an email address of kwright@halbrookwoodlaw.com.

2.10 "Effective Date" means the date upon which the Settlement in the Action shall become effective and final, and occurs when the Final Approval Order has been entered and all times to appeal therefrom have expired with (1) no appeal or other review proceeding having been commenced; or (2) an appeal or other review proceeding having been commenced, and such appeal or other review having been concluded such that it is no longer subject to review by any court, whether by appeal, petitions for rehearing or re-argument, petitions for rehearing en banc, petitions for writ of certiorari, or otherwise, and such appeal or other review has been resolved in a manner that affirms the Final Judgment in all material respects. The Effective Date shall not be altered in the event the Court declines to approve, in whole or in part, Settlement Class Counsel's Fees or the Service Award. Further, the Effective Date shall not be altered in the event that an appeal is filed with the sole issue(s) on appeal being Class Counsel's attorneys' fees, costs, and/or the Service Award.

2.11 "Final Approval Hearing" means the hearing at which the Court will consider and finally decide whether to enter the Final Approval Order and at which the Court will consider Settlement Class Counsel's request for payment of any Service Award and Plaintiff's request for an award of attorneys' fees and costs.

2.12 "Final Approval Order" or "Final Judgment" means the Final Approval Order and Judgment of the Court approving this Settlement Agreement as fair, adequate and reasonable, confirming the final certification of the Settlement Class, and make such other final rulings as are contemplated by this Settlement Agreement.

2.13 "Long Form Notice" means the Court-approved long-form notice of settlement to be posted on the Settlement Website, substantially in the form as shown in Exhibit A to this Settlement, informing the Settlement Class of, among other things (i) the preliminary approval of the Settlement; (ii) the scheduling of the Final Approval Hearing; (iii) the Settlement Award available to Settlement Class Members; and (iv) their opportunity to participate in, object to or exclude themselves from the Settlement, and the procedures to timely and valid opt out or object.

2.14 "Motion for Final Approval" means the motion that Plaintiff and Settlement Class Counsel shall file with the Court seeking Final Approval of the Settlement.

2.15 "Motion for Preliminary Approval" means the motion that Plaintiff shall file with the Court seeking Preliminary Approval of the Settlement.

2.16 "Net Settlement Fund" means the balance of funds after the subtraction of the Settlement Administration Costs, Service Awards, and Attorneys' Fees and Expenses Award awarded by the Court.

2.17 "Notice" or "Class Notice" means the Long Form Notice, Postcard Notice, Settlement Website, and settlement telephone line that Plaintiff and Settlement Class Counsel will ask the Court to approve in connection with the Motion for Preliminary Approval.

2.18 "Notice Program" means steps taken by the Settlement Administrator to notify Settlement Class Members of the settlement as set forth in Section VI of this Agreement.

2.19 "Notice Commencement Date" means thirty days after the Court's entry of the Preliminary Approval Order.

2.20 "Objection Deadline" means the date by which members of the Settlement Class must mail to Settlement Class Counsel and Defendant's Counsel or, in the alternative, file with the Court, their objection to the Settlement. The postmark date shall constitute evidence of the date of mailing for these

purposes. The Objection Date shall be forty-five (45) days from the Notice Commencement Date. The postmark date shall constitute evidence of the date for mailing for these purposes.

2.21 "Opt-Out," "Out-Out Request" or "Request for Exclusion" means a timely and valid request by any Settlement Class Member for exclusion from the Settlement.

2.22 "Opt-Out Deadline" means the date by which members of the Settlement Class must mail to the Settlement Administrator their request to be excluded from the Settlement Class for that request to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes. The Opt-Out Deadline shall be sixty (60) days from the Notice Commencement Date.

2.23 "Party" means Plaintiff and Defendant individually and "Parties" means Plaintiff and Defendant collectively.

2.24 "Postcard Notice" means the notice of the proposed class action settlement, substantially in the form as shown in Exhibit B to this Settlement. The Postcard Notice will direct recipients to the Settlement Website, where Settlement Class Members may obtain additional details of the proposed Settlement, and instructions for how to Opt-Out or make a claim. Moreover, the Postcard Notice shall contain a tear-off claim form for any Class Member who wishes to receive payment via check. The Postcard Notice shall state that to receive payment via electronic means or to make claims for documented out-of-pocket expenses and/or losses, Class Members shall submit claims online via the Settlement Website.

2.25 "Preliminary Approval Order" means the order of the Court preliminarily approving this Settlement Agreement, substantially in the form as shown in Exhibit C to this Settlement.

2.26 "Private Information" means the information allegedly affected by the Data Incident, including names, addresses, dates of birth, COVID status, Social Security numbers, telephone numbers, and email addresses.

2.27 "Released Claims" means all past, present, and future claims and causes of action related to the Data Incident, including, but not limited to, any causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality, including 15 U.S.C. § 45, et seq., 45 C.F.R. § 160.100 et seq., 42 U.S.C. §

17921, and all similar statutes in effect in any states in the United States such as: state consumer-protection statutes; negligence; negligence per se; breach of contract; breach of implied contract; breach of third-party beneficiary contract; breach of fiduciary duty; breach of confidence; invasion of privacy; fraud; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief or judgment, equitable relief, attorneys' fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver, whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal or equitable relief that either has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Parties based on, relating to, concerning or arising out of the Data Incident or the allegations, transactions, occurrences, facts, or circumstances alleged in or otherwise described in the Action. Released Claims shall not include the right of any Settlement Class Member or any of the Released Parties to enforce the terms of the settlement contained in this Settlement Agreement and shall not include the claims of any Person who has timely excluded themselves from the Settlement Class.

2.28 "Released Parties" means Clay County Public Health Center and its past, present, and future directors, officers, executives, officials, principals, stockholders, heirs, agents, servants, insurers, reinsurers, members, attorneys, accountants, actuaries, fiduciaries, advisors, consultants, representatives, partners, joint venturers, licensees, licensors, independent contractors, subrogees, trustees, executors, administrators, predecessors, successors and assigns, and any other person acting on their behalf, in their capacity as such. It is expressly understood that to the extent a Released Party is not a party to the Agreement, all such Released Parties are intended third-party beneficiaries of the Agreement.

2.29 "Releasing Parties" means (i) Plaintiff and all Settlement Class Members, (ii) each of their respective executors, representatives, heirs, predecessors, assigns, beneficiaries, affiliates, successors,

bankruptcy trustees, guardians, joint tenants, tenants in common, tenants by the entireties, agents, attorneys, (iii) any entities in which a Plaintiff and/or other participating Settlement Class Member has or had a controlling interest or that has or had a controlling interest in him, her, they, or it, (iv) any other person or entity (including any governmental entity) claiming by or through, on behalf of, for the benefit of, derivatively for, or as representative of a Plaintiffs and/or any other Settlement Class Member, and all those who claim through them or on their behalf, and (v) the respective past and present directors, governors, executive-committee members, officers, officials, employees, members, partners, principals, agents, attorneys, advisors, trustees, administrators, fiduciaries, consultants, service providers, representatives, successors in interest, assigns, beneficiaries, heirs, executors, accountants, accounting advisors, and auditors of any or all of the above persons or entities identified in herein.

2.30 "Service Award" means the amount to be paid to Plaintiff as a class representative to compensate her for the time and effort spent pursuing the Action on behalf of the Settlement Class, subject to approval of the Court. The Service Award shall be paid solely from the Settlement Fund.

2.31 "Settlement," "Agreement" and "Settlement Agreement" mean the agreement by the Parties to resolve this Action, the terms of which have been memorialized herein.

2.32 "Settlement Administration" means the Settlement Administrator's provision of Notice of the Settlement to the Settlement Class, Opt-Out Requests and Objections received from Settlement Class Members, the Service Awards, the distribution of Attorneys' Fees and Expenses Award.

2.33 "Settlement Administrator" means Angeion Group ("Angeion"), a company experienced in administering class action claims generally and specifically those of the type provided for in this Action.

2.34 "Settlement Administration Costs" means all reasonable costs and fees of the Settlement Administrator regarding Notice and Settlement Administration. Settlement Administration Costs also include all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

2.35 "Settlement Award" means the pro rata amount remitted by the Settlement Administrator out of the Net Settlement Fund to a Settlement Class Member.

2.36 "Settlement Class" means the 315 Clay County residents whose Private Information was potentially exposed to unauthorized third parties as a result of the Data Incident.

2.37 "Settlement Class Benefit" means the total amount of the Settlement Sum as well as the value of Business Changes Defendant has or has agreed to make responsive to the Data Breach.

2.38 "Settlement Class Counsel" means Maureen Brady of McShane & Brady, 4006 Central Street, Kansas City, MO 64111.

2.39 "Settlement Class Member" or "Class Member" means a Person who falls within the definition of the Settlement Class.

2.40 "Settlement Fund" means the non-reversionary settlement fund into which the Settlement Sum will be paid and from which the Settlement Administrator will distribute the Settlement Awards, Service Awards, the Attorneys' Fees and Expenses Award and Settlement Administration fees and Settlement Administration Costs. The Settlement Fund is a common fund, intended to cover all payments required under this Agreement and under no circumstances shall Defendant be required to pay any amount above the Settlement Sum.

2.41 "Settlement Sum" means Two Hundred Thousand United States Dollars ($200,000.00).

2.42 "Settlement Website" means the dedicated website to be established by the Settlement Administrator that will inform members of the Settlement Class of the terms of this Settlement Agreement, their rights, dates and deadlines and related information, and shall include in .pdf format and available for download the following: (1) the Notice, (2) the Preliminary Approval Order, (3) this Settlement Agreement, (4) the operative Complaint, (5) Plaintiffs' motions for fees and final approval, and (6) any other materials agreed upon by the Parties and/or required by the Court. The Settlement Website shall provide the members of the Settlement Class with the ability to complete and submit timely Opt-Out Requests and Objections. The Settlement Website shall be deactivated six (6) months after the Court's issuance of the Final Approval Order.

2.43 All time periods herein stated in terms of "days" shall be in calendar days unless otherwise expressly stated. If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next business day.

III. SETTLEMENT FUND/MONETARY PAYMENTS

3.1 In consideration for the settlement and releases provided herein, Defendant will pay the Settlement Sum into the Settlement Fund.

3.2 Benefits for the Settlement Class: Settlement Class Members will be eligible to sign up for a cash payment and/or for any documented out-of-pocket expenses and losses up to $300.00 per Class Member, as further defined below. Class Members can choose to receive a cash payment via check by using the tear-off claim form included in the Postcard Notice. Class Members seeking reimbursement for documented out-of-pocket expenses and/or losses, or who otherwise wish to receive payment via electronic means, shall use the electronic claim form on the Settlement Website.

3.3 Service Awards to the Class Representative: Settlement Class Counsel will move the Court for Service Award payment to the Class Representative in an amount not to exceed $5,000.00, in recognition of the risks and time taken and spent as the Class Representative in commencing and prosecuting this Action. Defendant agrees not to oppose Settlement Class Counsel's request for Service Award payments, not to exceed $5,000 per named Plaintiff. If awarded by the Court, the Settlement Sum shall be the only source of payment for the Service Awards.

3.4 Settlement Class Counsel's Attorneys' Fees, Costs, and Expenses: Settlement Class Counsel shall apply to the Court for an Attorneys' Fees and Expenses Award. Settlement Class Counsel's request for attorneys' fees, costs, and expenses, not to exceed $100,000 which represents 33.3% of the total Settlement Class Benefit. Class Counsel may also seek reimbursement for their reasonable expenses. Class Counsel will file its motion at least fourteen (14) days before the Objection Deadline. Defendant shall take no position with regard to Settlement Class Counsel's application for an Attorneys' Fees and Expenses Award if the application complies with the provisions of this section. If approved by the Court, the Settlement Sum shall be the only source of payment for Attorneys' Fees and Expenses Award.

3.5 Settlement Administration: The Settlement Administrator will administer the Settlement subject to the administration procedures set forth in Section V. The Settlement Fund shall be the only source of payment for all costs of Settlement Administration.

3.6 The Settlement Administrator shall pay through wired deposits the Attorneys' Fees and Expenses Award (if any) and Service Awards (if any) from the Settlement Fund to Settlement Class Counsel within ten (10) days of the Effective Date, or within ten (10) days after the Court awards such Attorneys' Fees and Expenses Award and Service Awards, whichever is later. Settlement Class Counsel will instruct the Settlement Administrator as to the payment directions for the Attorneys' Fees and Expenses Award and the Class Representative Awards.

3.7 The finality or effectiveness of this Agreement shall not depend upon the Court awarding any particular Attorneys' Fees and Expenses Award or Service Awards. No order of the Court, or modification or reversal or appeal of any order of the Court concerning the amount(s) of the Attorneys' Fees and Expenses Award and/or Service Awards shall affect whether the Final Judgment is final or constitute grounds for cancellation or termination of this Agreement.

IV. PRELIMINARY AND FINAL APPROVAL OF THE SETTLEMENT

4.1 Plaintiffs shall file the Agreement in the Court and move for preliminary approval of the Settlement, requesting entry of a Preliminary Approval Order, which shall, inter alia:

a. Stay all proceedings in the Court, other than those related to approval of the settlement;

b. Preliminarily certify the Settlement Class for settlement purposes only and preliminarily approve this Agreement for purposes of issuing the Class Notice;

c. ;

d. Approve the Notice Program;

e. Approve the form and contents of a Long Form Notice to be posted on the Settlement Website substantially similar to the one attached hereto as Exhibit A, and a short-form, Postcard Notice to be mailed to Settlement Class Members substantially similar to the one attached

hereto as Exhibit B, which together shall include a fair summary of the Parties' respective litigation positions, the general terms of the settlement set forth in this Agreement, instructions for how to object to or submit a Request for Exclusion from the settlement, and the date, time and place of the Final Approval Hearing;

f. Appoint Angeion the Settlement Administrator;

g. Schedule an appropriate Opt-Out Deadline, Objection Deadline, Claim Deadline, and other settlement-related dates and deadlines to be included in the Class Notice; and

h. Schedule the Final Approval Hearing.

4.2 Defendant will not oppose entry of the Preliminary Approval Order so long as it is consistent with this Agreement.

4.3 Settlement Class Counsel and Defendant's counsel shall request that the Court hold a Final Approval Hearing after notice is completed and at least 90 days after the entry of the Preliminary Approval Order, subject to the Court's availability, and grant Final Approval of the settlement set forth herein.

4.4 Plaintiffs shall file their Motion for Final Approval of the Settlement no later than fourteen (14) days before the Final Approval Hearing. In the Court's discretion, the Court will hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who submit timely and valid objections to the Settlement and/or Settlement Class Counsel's request for attorneys' fees and Service Awards.

4.5 The proposed Final Approval Order that shall be filed with the motion for final approval shall be in the form as agreed upon by Defendant and Settlement Class Counsel and shall, among other things:

a. Determine that the Agreement is fair, adequate, and reasonable;

b. Finally certify the Settlement Class for settlement purposes only;

c. Determine that the Notice Program satisfied due process requirements;

d. Bar and enjoin any Settlement Class Members who did not timely Opt-Out in accordance with the requirements of the Agreement from asserting any of the Released Claims;

e. Release and forever discharge Defendant and the Released Parties from the Released Claims, as provided for in this Agreement; and

f. Determine whether and to what extent to approve Settlement Class Counsel's application for an Attorneys' Fees and Expenses Award and for Service Awards to the Plaintiffs.

V. SETTLEMENT ADMINISTRATION

5.1 The Settlement Administrator shall establish the Settlement Fund in an interest-bearing account. The Settlement Administrator shall administer the Settlement Fund, subject to the continuing jurisdiction of the Court and from the earliest possible date, as a qualified settlement fund as defined in Treasury Regulation § 1.468B-1, et seq. Any taxes owed by the Settlement Fund shall be paid by the Settlement Administrator out of the Settlement Fund. Defendant shall not have any other financial obligation under the Agreement. In addition, under no circumstances will Defendant have any liability for taxes or tax expenses under the Agreement.

5.2 The Parties agree that, subject to Court approval, Angeion Group ("Angeion") shall be the Settlement Administrator. The Parties shall jointly oversee the Settlement Administrator and Settlement Administration. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and this Agreement and comply with all applicable laws, including, but not limited to, the Due Process Clause of the United States Constitution.

5.3 Within thirty (30) days of entry of the Court's order granting preliminary approval, Defendant will pay the Settlement Sum into an interest-bearing escrow account established by the Settlement Administrator.

5.4 The Settlement Administrator shall administer various aspects of the Settlement as described below and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program, administering the Settlement, and distributing the Settlement Awards to Settlement Class Members.

5.5 The Settlement Administrator's duties include:

a. Completing the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice, and sending Long Form Notices;

b. Establishing and maintaining a post office box or other mailing address to receive opt-out requests from Settlement Class Members, and objections from Settlement Class Members;

c. Establishing and maintaining the Settlement Website to provide information about the Settlement;

d. Establishing and maintaining an automated toll-free telephone line for the Settlement Class to call with Settlement-related inquiries, and answer the frequently asked questions of members of the Settlement Class who call with or otherwise communicate such inquiries, including the option to connect to a live person to for follow-up assistance (e.g., help determining whether the caller is a class member or help filing a claim);

e. Responding to any mailed Settlement Class Member inquiries;

f. Processing all opt-out requests from the Settlement Class;

g. Providing weekly reports to Settlement Class Counsel and Defendant's Counsel that summarize the number of Claims submitted and amounts claimed, Claims approved and rejected, Notices of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;

h. In advance of the Final Approval Hearing, preparing a declaration to submit to the Court limited to confirming that the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, providing statistics and information regarding the reach of the Notice Program, providing the names of each individual in the Settlement Class who timely and properly requested to opt out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;

i. Distributing Settlement Awards by electronic means, unless a specific request is made for an alternate form of payment;

j. Paying any Court-approved Service Award and attorneys' fees and expenses;

k. Performing any other Settlement Administration function at the instruction of Settlement Class Counsel and Defendant's Counsel, including, but not limited to, verifying that the Settlement has been properly administered and that the Settlement Awards have been properly distributed.

5.6 The Notice Program, including the Long Form Notice, and the Postcard Notice, will be reviewed and approved by the Settlement Administrator, but may be revised as agreed upon by the Parties prior to submission to the Court for approval. Immaterial revisions to these documents may also be made prior to dissemination of Notice.

5.7 Settlement Awards. The Net Settlement Fund shall be distributed to Class Members who timely and valid submits claims as follows:

a. Documented Expenses and Losses: First, the Settlement Administrator shall prioritize claims for reimbursement of documented out-of-pocket expenses and losses. Class Members may submit claims for unreimbursed, documented out-of-pocket expenses and financial losses fairly traceable to the Data Incident. This includes, without limitation, unreimbursed costs, losses, or expenditures relating to fraud or identity theft; professional fees including accountants' fees and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after the Data Incident through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges. Such claims must be supported by reasonable third-party documentation. "Self-prepared" documents such as handwritten notes or receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation. If a Settlement Class Member does not submit reasonable documentation supporting a loss, or if their Claim is rejected by the Settlement

Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim, the Claim will be rejected.

b. Cash Payments: Second, after paying all valid and timely claims for document out-of-pocket expenses and/or losses as described above, the Settlement Administrator shall pay all timely claims for a Cash Payment. Settlement Class Members may submit claims for a cash payment, which is estimated to be $150. Notwithstanding the estimation, the Cash Payment will be increased or decrease on a pro rata basis to exhaust the Net Settlement Fund.

5.8 The Postcard Notice shall inform Settlement Class Members of the option to receive digital payment (such as Venmo, PayPal, Zelle, or other options) in the Notice and will be directed to the Settlement Website to submit their claims electronically if they wish to receive payment electronically. The Settlement Administrator shall distribute Settlement Awards by electronically transferring funds or mailing checks within thirty (30) days after the Effective Date. No Settlement Awards will be distributed without authorization from the Parties. Settlement Award checks shall be valid for a period of ninety (90) days from issuance, and shall state, in words or substance, that the check must be cashed within 90 days, after which time it will become void. To the extent that a Settlement Check is not cashed within the specified time period after the date of issue, the Settlement Administrator shall undertake the following actions: (1) attempt to contact the Settlement Class Member by email and/or telephone to discuss how to obtain a reissued check and to request details on how to deliver payment electronically if the Class Members so desires; (2) if those efforts are unsuccessful, make reasonable efforts to locate an updated address for the Settlement Class Member using advanced address searches or other reasonable methods; and (3) re-issue a check or mail the Settlement Class Member a postcard (either to an updated address if located or the original address if not) providing information regarding how to obtain a reissued check. Any reissued settlement checks issued to Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Settlement Class Members within that time.

5.9 The Settlement Administrator shall, within ten (10) days of receipt of notice of digital payment failure or of unclaimed digital payment, mail a paper check for the Settlement Award to each Settlement Class Member whose digital payment failed or who has not claimed their digital payment. In either event, the payment shall be subject to the issuance procedures set forth above in Paragraph 5.8.

5.10 If there is any balance remaining in the Settlement Fund Account ninety (90) days after the Settlement Administrator completes the process for stopping payment on any Settlement Award checks that remain uncashed, the remaining funds will revert back to Defendant.

5.11 No Person shall have any claim against the Settlement Administrator, Defendant, Defendant's Counsel, Class Counsel, and/or the Plaintiffs based upon distributions of benefits to Settlement Class Members.

VI. EFFECTUATING THE NOTICE PROGRAM

6.1 Within five (5) business days after entry of the Preliminary Approval Order, Defendant will provide the Settlement Administrator with a list of Settlement Class Members in an Excel spreadsheet that includes, to the extent available, the name, and mailing address of each Settlement Class Member as reflected Defendant's business records. The Settlement Administrator shall cause notice to be disseminated to the Settlement Class pursuant to the Preliminary Approval Order and the Notice Program as described herein, the costs of which shall be costs of Settlement Administration. For any Settlement Class Member whose information does not include a valid address or in the event of any undeliverable mail, the Settlement Administrator shall use the available information to conduct a reverse look-up search to obtain a physical address to mail the Notice. The Settlement Class Member Information and its contents shall be used by the Settlement Administrator solely for the purpose of performing its obligations pursuant to this Settlement Agreement and shall not be used for any other purpose at any time. Except to administer the settlement as provided in this Settlement Agreement the Settlement Administrator shall not reproduce, copy, store

6.2 Within thirty (30) days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program provided for herein, using the forms of Notice approved by the Court. Postcard Notice shall be disseminated via U.S. Mail to the Settlement Class's mailing

addresses. Before mailing the Postcard Notice, the Settlement Administrator shall conduct a National Change of Address (NCOA) search and update the mailing addresses of Settlement Class Members accordingly. The Settlement Administrator shall also make reasonable efforts to find updated addresses for any Postcard Notice returned as undeliverable, and if found, re-mail the Postcard Notice to the new address within ten (10) days of receipt of the notification of undeliverability. The response deadlines shall be extended by fourteen (14) days for Settlement Class Members sent a re-mailed Postcard Notice.

6.3 The Settlement Administrator shall establish a dedicated Settlement Website. The Settlement Administrator shall post on the website copies of the Postcard Notice and Long Notice approved by the Court. The Settlement Administrator shall also post this Agreement, the Motion for Preliminary Approval of the Settlement, the Motion for Final Approval of the Settlement, the Motion for the Attorneys' Fees and Expenses Award and Class Representative Awards, and the Final Approval Order and Judgment. The Settlement Administrator shall maintain and update the website throughout the administration of the Settlement. The Long Form Notice also shall include a procedure for member of the Settlement Class to opt out of the Settlement; and the Postcard Notice shall direct members of the Settlement Class to review the Long Form Notice to obtain the opt-out instructions.

6.4 The Long Form Notice also shall include a procedure for the Settlement Class to object to the Settlement and/or Settlement Class Member's request for attorneys' fees, costs, and the Service Award, and the Postcard Notice shall direct the Settlement Class to review the Long Form Notice to obtain the objection instructions.

6.5 The Notice Program shall be completed no later than sixty (60) days after entry of the Preliminary Approval Order and shall be completed as set forth herein.

VII. OPT-OUT AND OBJECTION PROCEDURES

7.1 Any Settlement Class Member may submit an opt-out by mailing such request in writing to the Settlement Administrator at the address set forth in the Notice. To be valid, an optout must be postmarked no later than sixty (60) days after the Notice Commencement Date. The opt-out request shall (i) state 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. 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.

7.2 Any Settlement Class Member who submits a timely opt-out may not make any objections to the Settlement and shall be deemed to have waived any rights or benefits under this Settlement Agreement.

7.3 The Settlement Administrator shall provide Settlement Class Counsel and Defendant's counsel with a weekly report informing them of any opt-out requests received by the Settlement Administrator during each week following the Notice Commencement Date. The Settlement Administrator must provide Settlement Class Counsel and Defendant's Counsel with a declaration identifying all Settlement Class Members who requested timely exclusion from the Settlement. Settlement Class Counsel will file with the Court and serve Defendant with the declaration along with their Motion for Final Approval.

7.4 Any Settlement Class Member who does not file a timely Request for Exclusion may send a notice of intent to object to the settlement (an "Objection Notice"). To be a valid objection, the objection must state: (i) the objector's full name and address; (ii) the case name and docket number – *L.B., individually and on behalf of all others similarly situated v. Clay County Public Health Center*, Case No. 21CY-CV07481 (Mo. Cir. Ct.); (iii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of the objector's settlement notice, copy of original notice of the Data Incident, or a statement explaining why the objector believes they are a Settlement Class Member); (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (v) the identity of any and all counsel representing the objector in connection with the objection; (vi) a statement whether the objector and/or their counsel will appear at the Final Approval Hearing; and (vii) the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative (if any) representing him, her, or they in connection with the objection. To be timely, written notice of an objection in the appropriate form must be mailed, with a postmark date no later than sixty days from the Notice Commencement Date, to

Settlement Class Counsel, Maureen Brady of McShane & Brady; and counsel for Defendant, Kathryn Wright, Halbrook Wood, P.C.—to the addresses listed in the notice section below. The objector or their counsel may also file objection with the Court with service on Settlement Class Counsel and Defendant's Counsel. For all objections mailed to Settlement Class Counsel and Defendant's Counsel, Settlement Class Counsel will file them with the Court as an exhibit to the Motion for Final Approval.

7.5 Subject to approval of the Court, any timely and validly objecting Settlement Class Member may appear, in person or by counsel, at the Final Approval Hearing held by the Court. By this provision, the Parties are not waiving and are expressly preserving their right to contest any appearance by an objector on any grounds, or from asserting any and all other potential defenses and privileges to any such appearance.

7.6 The agreed-upon procedures and requirements for submitting objections in connection with the Final Approval Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Settlement Class Member's objection to the Settlement Agreement, in accordance with the due process rights of all Settlement Class Members. The Preliminary Approval Order and Notice will require all Settlement Class Members who have any objections to submit the objections to the Settlement Administrator at the address set forth in the Postcard Notice, by no later than the Objection Date. The Notice shall make clear that the Court can only approve or deny the Agreement and cannot change the terms.

7.7 If the date for the Final Approval Hearing is changed, the Settlement Administrator will post the new hearing date on the Settlement Website and will provide notice of the new hearing date to Settlement Class Members who submitted timely objections to the Settlement.

7.8 Settlement Class Members cannot both object to and exclude themselves from this Agreement, as Class Members who choose not to participate in the Settlement have no standing to object to the Settlement. The Settlement Administrator shall attempt to contact any Settlement Class Members who submit both a Request for Exclusion and an Objection Notice at least one time by email or, if no email address is available, by telephone where a telephone number is available, or by regular U.S. mail to give the Settlement Class Members an opportunity to clarify whether they choose to exclude themselves or

proceed with their objection. The Settlement Class Member shall have until fourteen (14) days prior to the Final Approval Hearing to inform the Settlement Administrator regarding his or her final choice. Any Settlement Class Member who attempts to both object to and exclude themselves from this Agreement and fails to follow up regarding their final choice will be deemed to have excluded themselves from the Settlement and will be considered to have forfeited their objection.

7.9 Settlement Class Counsel will defend the Court's Final Approval Order and any related orders in the event of an appeal.

VIII. RELEASE OF CLAIMS

8.1 Upon the Effective Date each Settlement Class Member, including Class Representatives, who fail to timely and validly opt-out from the Settlement shall be deemed to have fully, finally and forever released, relinquished, and discharged Defendant and the other Released Parties from all Released Claims against all Released Parties and shall be forever barred from instituting, maintaining, or prosecuting, any and all liabilities, rights, claims, actions, causes of action, demands, damages, costs, attorneys' fees, losses and remedies, whether known or unknown, asserted or unasserted, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, based on contract, tort or any other theory, whether on behalf of themselves or others, that result from, arise out of, are based upon, or relate to the Action. Settlement Class Members, including Class Representatives, will be deemed to have released any unknown claims, that, even if known or suspected to exist at the time of the release of the Released Parties that, if known by him/her/them, might have affected the settlement with, and release of, the Released Parties, or might have affected his/her/their decision not to object to and/or to participate in this Settlement Agreement.

8.2 Upon the Effective Date, and in consideration of the settlement benefits described herein, Defendant shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, relinquished, and discharged Plaintiffs, each and all of the Settlement Class Members, and Plaintiffs' Counsel of all claims based upon or arising out of the institution, prosecution, assertion, settlement, or resolution of the Action or the Released Claims, except for enforcement of the Settlement

Agreement and except as to Settlement Class Members who submit a timely and valid Request for Exclusion from the Settlement.

8.3 This Settlement Agreement does not affect the rights of Settlement Class Members who submit a timely and valid Request for Exclusion from the Settlement.

8.4 Upon issuance of the Final Approval Order (i) the Settlement Agreement shall be the exclusive remedy for any and all Settlement Class Members, except those who have opted out in accordance with the provisions hereof, (ii) Defendant and the other Released Parties shall not be subject to liability or expense of any kind to any Settlement Class Member(s) for reasons related to the Action except as set forth herein, and (iii) Settlement Class Members shall be permanently barred from initiating, asserting or prosecuting any and all Released Claims against Defendant and the other Released Parties.

IX. REPRESENTATIONS, WARRANTIES, AND COVENANTS

9.1 Settlement Class Counsel represents and warrants that they have the authority, on behalf of Plaintiffs, to execute, deliver, and perform this Settlement Agreement and to consummate all the transactions contemplated hereby. This Settlement Agreement has been duly and validly executed and delivered by Settlement Class Counsel and Plaintiffs and constitutes their legal, valid, and binding obligation.

9.2 Defendant, through its undersigned attorneys, represents and warrants that it has the authority to execute, deliver, and perform this Settlement Agreement and to consummate the transactions contemplated hereby. The execution, delivery, and performance by Defendant of this Settlement Agreement and the consummation by it of the actions contemplated hereby have been duly authorized by Defendant. This Settlement Agreement has been duly and validly executed and delivered by Defendant and constitutes its legal, valid, and binding obligation.

X. TERMINATION OF SETTLEMENT

10.1 This Agreement shall be subject to and is expressly conditioned on the occurrence of all the following events:

a. Court approval of the Settlement consideration and the Releases set forth in this Agreement;

b. The Court has entered the Preliminary Approval Order;

c. The Court has entered the Final Approval Order, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and

d. The Effective Date has occurred.

10.2 If any of the conditions specified in the preceding paragraph are not met, then this Agreement shall be cancelled and terminated.

10.3 In the event this Agreement is terminated or fails to become effective, then the Parties shall return to the status *quo ante* in the Action as if the Parties had not entered into this Agreement, and the parties shall jointly file a status report in the Court seeking to reopen the Action and all papers filed. In such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties and shall not be used in this case or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, nunc pro tunc.

10.4 In the event this Agreement is terminated or fails to become effective, Defendant shall have no right to seek from Plaintiffs, Settlement Class Counsel, or the Settlement Administrator the Settlement Administration Costs paid by Defendant for Settlement Administration. After payment of any Settlement Administration Costs that have been incurred and are due to be paid, the Settlement Administrator shall return the balance to Defendant within twenty-one days of termination.

10.5 In the event of a termination, this Agreement shall be considered null and void; all of Plaintiffs', Settlement Class Counsel's, Defendant's, and Defendant's Counsel's obligations under the Settlement shall cease to be of any force and effect; and the Parties shall return to the status quo ante in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.

10.6 In the event the Settlement is terminated in accordance with the provisions of this Agreement, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

XI. NO ADMISSION OF LIABILITY

11.1 This Agreement reflects the Parties' compromise and settlement of disputed claims.

11.2 This Agreement shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law. Defendant has denied and continues to deny each of the claims and contentions alleged in the Complaint. Defendant specifically denies that a class could or should be certified in the Action for litigation purposes. Defendant does not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Defendant has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action.

11.3 Settlement Class Counsel believe the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Action. Settlement Class Counsel fully investigated the facts and law relevant to the merits of the claims, conducted discovery, and conducted independent investigation of the alleged claims. Settlement Class Counsel concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class.

11.4 This Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties in connection with the negotiations of this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

11.5 Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Plaintiffs or the Settlement Class, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency, or other tribunal. In addition to any other defenses Defendant may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to and may be used as the basis for an injunction against any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement or the Releases contained herein.

XII. MISCELLANEOUS PROVISIONS

12.1 Binding Effect. This Agreement shall be binding upon, and inure to and for the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

12.2 Cooperation of Parties. The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, seek Court approval, uphold Court approval, and do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

12.3 Obligation to Meet and Confer. Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have met and conferred in an attempt to resolve the dispute.

12.4 Integration and No Reliance. This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. This Agreement is executed without reliance on any covenant, agreement, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.

12.5 No Conflict Intended. Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

12.6 Governing Law. Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of the State of Missouri, without regard to the principles thereof regarding choice of law.

12.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts. Original signatures are not required. Any signature submitted by facsimile or through email of an Adobe PDF shall be deemed an original.

12.8 Jurisdiction. The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of the agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Court shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining all Releasing Parties from asserting any of the Released Claims and from pursuing any Released Claims against the Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order.

12.9 Modification and Amendment. This Agreement may not be amended or modified, except by a written instrument signed by Settlement Class Counsel and Defendant's Counsel and, if the Settlement has been approved preliminarily by the Court, approved by the Court.

12.10 No Waiver. The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

12.11 Authority. Settlement Class Counsel (for Plaintiffs and the Settlement Class), and Defendant's Counsel (for Defendant), represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation, or entity included

within the definitions of Plaintiffs and Defendant to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all the terms and provisions of this Agreement.

12.12 Agreement Mutually Prepared. Neither Plaintiffs nor Defendant shall be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

12.13 Receipt of Advice of Counsel. Each Party acknowledges, agrees, and specifically warrants that he, she, they, or it has fully read this Agreement, and the Releases contained herein, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

12.14 Notices. All notices provided for herein, shall be sent by email with a hard copy sent by overnight mail to:

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

For Clay County Public Health Center:
Kathryn Wright
Halbrook Wood, PC
3500 W. 75th Street, Suite 300
Prairie Village, KS 66208
Email: kwright@halbrookwoodlaw.com

BY SIGNING BELOW, COUNSEL REPRESENTS THAT THEY HAVE CONFERRED WITH THEIR RESPECTIVE CLIENTS AND ARE AUTHORIZED TO SIGN THIS AGREEMENT ON THEIR BEHALF.

For Plaintiff and the Settlement Class:

Maureen Brady
McShane & Brady

For Defendant:

Kathryn Wright
Halbrook Wood, PC