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.	)	

FILED
SEP 29 2026
CLAY COUNTY
CIRCUIT COURT TIME

ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS SETTLEMENT AGREEMENT

This matter came before the Court on Plaintiff's Motion for Preliminary Approval of Class Settlement Agreement. Plaintiff, individually, and on behalf of the proposed Settlement Class, and Defendant have entered into a Settlement Agreement (the "Settlement Agreement") that settles the above-captioned litigation.

Plaintiff L.B. ("Plaintiff" or "Settlement Class Representative") brought this class action case against Clay County Public Health Center ("CCPHC" or "Defendant") on August 27, 2021. In the Class Action Petition ("Petition"), Plaintiff asserts 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.

The Parties, through their counsel, have entered into a Settlement Agreement following good-faith, arm's-length negotiations. The Parties have agreed to settle this action, pursuant to the terms of the Settlement Agreement, and subject to the approval and

determination of the Court as to the fairness, reasonableness, and adequacy of the Settlement, which, if approved, will result in dismissal of this action with prejudice.

Having reviewed the Settlement Agreement, including the exhibits attached thereto, and all prior proceedings herein, and for good cause shown, it is hereby ordered that Plaintiff's Motion for Preliminary Approval is GRANTED as set forth herein.

1. **Class Certification for Settlement Purposes Only.** For settlement purposes only and pursuant to Missouri Supreme Court Rule 52.08, the Court provisionally certifies a class in this matter defined as follows:

> All Clay County citizens whose PHI and PII were posted on the www.clayhealth.com public website on June 18, 2020.

The Court provisionally finds, for settlement purposes only, that: (1) the class is so numerous that joinder of all members is impracticable; (2) there are questions of law or fact common to the class; (3) the claims or defenses of the Settlement Class Representative are typical of the claims or defenses of the class; (4) the Settlement Class Representative will fairly and adequately protect the interests of the class; (5) the questions of law or fact common to the members of the class predominate over any questions affecting only individual members, and that a class action is superior to other available methods for the fair and efficient adjudication of the controversy; and (6) attorneys for the Settlement Class Representative will adequately represent the interests of the Settlement Class.

2. **Settlement Class Representatives and Settlement Class Counsel.**

L.B. is hereby provisionally designated and appointed as the Settlement Class Representative. The Court provisionally finds that the Settlement Class Representative is similarly situated to absent Class Members and therefore typical of the Class and that he will be an adequate Settlement Class Representative.

The Court finds that the following counsel are experienced and adequate counsel and are hereby provisionally designated as Settlement Class Counsel pursuant to Missouri Supreme Court Rule 52.08: Maureen Brady with McShane & Brady and their attorneys.

3. **Preliminary Settlement Approval.** Upon preliminary review, the Court concludes and finds that the proposed Settlement is fair, reasonable, and adequate to warrant providing Notice of the Settlement to the Settlement Class and accordingly is preliminarily approved.

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

5. **Final Approval Hearing.** A Final Approval Hearing shall be held on **December 10, 2026 at 9:00 o'clock a.m. in Circuit Court of Clay County, Missouri**, 11 S. Water Street, Liberty, MO 64068, to determine, among other things, whether: (a) this matter should be finally certified as a class action for settlement purposes pursuant to Missouri Supreme Court Rule 52.08; (b) the Settlement should be finally approved as fair, reasonable, and adequate pursuant to Missouri Supreme Court Rule 52.08; (c) the action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d)

Settlement Class Members should be bound by the releases set forth in the Settlement Agreement; (e) the motion of Settlement Class Counsel for an award of attorneys' fees and expenses (the "Fee Request") should be approved; and (f) the motion of the Settlement Class Representative for a Service Award (the "Service Award Request") should be approved.

Plaintiff's Motion for Fees and Final Approval of the Settlement shall be filed with the Court at least fourteen (14) Days prior to the Final Approval Hearing.

6. **Administration.** The Court appoints Angeion Group as the Settlement Administrator, with responsibility for class notice and claims administration, and to fulfill the duties of the Settlement Administrator set forth in the Settlement Agreement.

7. **Notice to the Class.** The proposed Notice Program, set forth in the Settlement Agreement, and the Short-Form Notice, Long-Form Notice, and Claim Form, which are attached to the Settlement Agreement as Exhibits A and B, respectively, satisfy the requirements of Missouri Supreme Court Rule 52.08 and provide the best notice practicable under the circumstances, and are hereby approved. Non-material modifications to these Exhibits may be made without further order of the Court. The Settlement Administrator is directed to carry out the Notice Program in conformance with the Settlement Agreement. Within thirty (30) days from the date of this Order, the Settlement Administrator shall initiate the Notice Program, which shall be completed in the manner set forth in Section 5 of the Settlement Agreement.

8. **Findings and Conclusions Concerning Notice**. The Court finds that the form, content, and method of giving notice to the Settlement Class as described in

Paragraph 8 of this Order and the Settlement Agreement (including the exhibits thereto): (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated to apprise Settlement Class Members of the pendency of the action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including, but not limited to, their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; and (c) are reasonable and constitute due, adequate, and sufficient notice to all Class Members and other persons entitled to receive notice. The Court concludes that the Notice Program meets all applicable requirements of law, including Missouri Supreme Court Rule 52.08, and the Due Process Clause(s) of the Missouri and United States Constitutions. The Court further finds that the Notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Class Members.

9. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded from the Settlement Class must mail a written notification of the intent to exclude himself or herself from the Settlement Class to the Settlement Administrator at the address provided in the Notice, postmarked no later than sixty (60) Days from the Notice Deadline (the "Opt-Out Deadline"). The written notification must include 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.

The Settlement Administrator shall provide the Parties with copies of all completed opt-out notifications, and a final list of all who have timely and validly excluded themselves from the Settlement Class, which Settlement Class Counsel may move to file under seal with the Court no later than fourteen (14) Days prior to the Final Approval Hearing.

Any Settlement Class Member who does not timely and validly exclude herself or himself from the Settlement shall be bound by the terms of the Settlement Agreement. If a Final Order and Judgment is entered, any Settlement Class Member who has not submitted a timely, valid written notice of exclusion from the Settlement Class shall be bound by all proceedings, orders, and judgments in this matter, including, but not limited to, the Release set forth in the Final Order and Judgment, including Settlement Class Members who have previously initiated or who subsequently initiate any litigation against any or all of the Released Persons relating to the claims and transactions released in the Settlement Agreement. All Settlement Class Members who submit valid and timely notices of exclusion from the Settlement Class shall not be entitled to receive any benefits of the Settlement.

10. **Objections and Appearances.** A Settlement Class Member who complies with the requirements of this Paragraph may object to the Settlement, the Service Award Request, or the Fee Request.

No Settlement Class Member shall be heard, and no papers, briefs, pleadings, or other documents submitted by any Settlement Class Member shall be received and considered by the Court, unless the objection is: mailed first-class postage prepaid to the

Settlement Class Counsel, and Defendant's Counsel at the addresses listed in the Notice, and postmarked by no later than forty-five (45) days from the Notice Deadline. For an objection to be considered by the Court, the objection must also include all of the information as follows:

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.

Any Settlement Class Member who fails to comply with the provisions in this Paragraph may waive and forfeit any and all rights he or she may have to object, and shall be bound by all the terms of the Settlement Agreement, this Order, and by all proceedings, orders, and judgments in this matter, including, but not limited to, the release in the Settlement Agreement, if the Final Order and Judgment is entered.

Any Settlement Class Member, including a Settlement Class Member who files and serves a written objection, as described above, may appear at the Final Approval Hearing, either in person or through counsel hired at the Settlement Class Member's expense, to

object to or comment on the fairness, reasonableness, or adequacy of the Settlement, the Service Award Request, or the Fee Request.

If the Final Order and Judgment is entered, any Settlement Class Member who fails to object in the manner prescribed herein shall be deemed to have waived his or her objections and shall be forever barred from making any such objections in this action or in any other proceeding or from challenging or opposing, or seeking to reverse, vacate, or modify any approval of the Settlement Agreement, the Service Award Request, or the Fee Request.

11. **Claims Process and Distribution and Allocation Plan.** Settlement Class Representative and Defendant have created a process for assessing and determining the validity and value of claims and a payment methodology to Settlement Class Members who submit a timely, valid Claim Form. The Court preliminarily approves the plan for remuneration described in Section 3 of the Settlement Agreement and directs that the Settlement Administrator effectuate the distribution of Settlement consideration according to the terms of the Settlement Agreement, should the Settlement be finally approved.

Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Notice and the Claim Form. If the Final Order and Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement, but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the Claim Form, shall be forever barred from receiving any such benefit, but will in all other respects be subject to

and bound by the provisions in the Settlement Agreement, the Release included in that Settlement Agreement, and the Final Order and Judgment.

12. **Termination of Settlement.** This Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing as of the date of the execution of the Settlement Agreement, if the Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement. In such an event, the Settlement and Settlement Agreement shall become null and void and be of no further force and effect, and neither the Settlement Agreement nor the Court's orders, including this Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

13. **Use of Order.** This Order shall be of no force or effect if a Final Order and Judgment is not entered or there is no Effective Date, and shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, liability, or the certifiability of any class. Nor shall this Order be construed or used as an admission, concession, or declaration by or against the Settlement Class Representative or any other Settlement Class Member that his or her claim lacks merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claim he, she, or it may have in this litigation or in any other lawsuit.

14. **Stay of Proceedings.** Except as necessary to effectuate this Order, all proceedings and deadlines in this matter are stayed and suspended pending the Final

Approval Hearing and issuance of the Final Order and Judgment, or until further order of this Court.

15. **Continuance of Hearing.** The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the website maintained by the Settlement Administrator.

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

Notice Deadline: 30 Days after Preliminary Approval
Motion for Final Approval: 14 Days before Final Approval Hearing
Motion for Attorneys' Fees and Costs: 14 Days before the Objection Deadline
Opt-Out Deadline: 90 Days after Notice Deadline
Objection Deadline: 75 Days after Notice Deadline
Claim Deadline: 90 Days after the Notice Deadline
Final Approval Hearing: Not less than 90 Days after Preliminary Approval

IT IS SO ORDERED this 29th day of September, 2026.

Hon. Timothy J. Flook
Judge, Division 2