

AMENDED CLASS-ACTION SETTLEMENT AGREEMENT

Subject to Court approval, this Amended Class-Action Settlement Agreement (the “**Agreement**”) is entered into by and between Midwest Division-MMC, LLC, which owns and operates Menorah Medical Center (“**Menorah**”) and plaintiffs Tammie Marquez (“**Marquez**”), Neesha Perez (“**Perez**”), and Josiah Chumba (“**Chumba**”), (the “**Named Plaintiffs**”), on their own behalf and on behalf of a class of other individuals (discussed and defined below) who are purportedly similarly situated to the Named Plaintiffs. Menorah and the Named Plaintiffs are sometimes hereinafter referred to collectively as the **Parties** or each individually as a **Party**.

RECITALS

WHEREAS, on July 3, 2019, the Named Plaintiffs filed a lawsuit against Menorah and three other affiliated defendants in the United States District Court for the District of Kansas (the “**Court**”), No. 2:19-cv-02362-DDC-JPO (the “**Lawsuit**”), asserting individual and collective claims of unpaid overtime under the Fair Labor Standards Act, 29 U.S.C. 201 *et seq.*, and individual and class claims of unpaid straight time wages under Kansas state law on behalf of putative class(es) of hourly nurses who performed nursing services at Menorah Medical Center in Overland Park, Kansas during a certain time period. Among other things, the Named Plaintiffs allege that the hours nurses worked were reduced, either through the deduction of 30-minute meal periods that were purportedly not actually taken, or through the adjustment of clock-in and clock-out times to align the punch times with the designated shift times, even when a nurse might have purportedly arrived early or stayed late.

WHEREAS, the Parties have engaged in discovery in the Lawsuit, both formal and informal. The Defendants (defined below) provided the Named Plaintiffs with, among other data, information, and documents, the time and payroll records for Marquez, Perez, and Chumba, and also a sampling of time and payroll records for approximately 100 randomly-selected

Settlement Class Members (defined below), as well as other data regarding the size of the Settlement Class (defined below). The Defendants also deposed the Named Plaintiffs.

WHEREAS, the Parties held a voluntary mediation on April 23, 2021, with a third-party neutral mediator, David C. Vogel, who has extensive experience in wage-and-hour class-action claims and resolution of the same. During the mediation, the Parties and their counsel engaged in extensive and lengthy discussions about the respective strengths and weaknesses of the claims and defenses asserted in the Lawsuit. During the April 23, 2021 mediation, the Parties, with the assistance of Mr. Vogel and by way of a mediator's proposal, reached an agreement as to the monetary terms of a settlement of the claims of the Settlement Class Members as well as certain other key terms, leaving additional material terms to be set forth and agreed upon in a written memorialization of the Parties' settlement, which the Parties have now agreed upon by virtue of executing this Agreement.

WHEREAS, counsel for the Named Plaintiffs, the Cornerstone Law Firm ("**Plaintiff Counsel**"), after evaluation of the sharply disputed factual and legal issues relating to the Parties' respective positions in the Lawsuit and taking into account the risks, uncertainties, and expense of continued litigation, as well as the substantial benefits to be received pursuant to the compromise reached by the Parties and other relevant considerations, have concluded that a settlement of this Lawsuit on the terms and conditions set forth in this Agreement is fair, adequate and reasonable, and in the best interests of the Named Plaintiffs and the Settlement Class Members. It provides a fair, flexible, speedy, cost-effective, and assured procedure for providing a monetary settlement to the Named Plaintiffs and Settlement Class Members.

WHEREAS, the Defendants and their counsel of record, Bryan Cave Leighton Paisner LLP ("**Defense Counsel**"), taking into account the risks, uncertainties, disruptions and expense

involved in the Lawsuit, and their desire to put this controversy to rest, have concluded that a settlement of the Lawsuit on the terms and conditions set forth in this Agreement is in the best interest of the Defendants because it will end and encompass all pending, threatened, or possible litigation or claims by the Settlement Class Members that involve or allege the claims that have been asserted in the Lawsuit.

WHEREAS, the Defendants deny the allegations in the Lawsuit, and deny any liability or wrongdoing of any kind associated with any of the claims asserted in the Lawsuit. The Parties specifically agree that neither Menorah's execution of the Agreement, nor anything referred to herein, nor any action taken to carry out this Agreement, is or may be construed as an admission by or against the Defendants, or deemed to be evidence: (i) of the validity of any of the claims made by the Named Plaintiffs or of any liability to the Named Plaintiffs or to any other Settlement Class Members; (ii) that the Defendants violated any laws, rules, or regulations; or (iii) that this Lawsuit (or any other lawsuit) is properly maintainable as a class action or collective action or properly certifiable by the Court as such.

NOW THEREFORE, IT IS HEREBY AGREED, BY AND BETWEEN the Parties, subject to the approval of the Court, that the Parties agree to fully resolve and settle the Lawsuit and the claims of the Settlement Class Members on the following terms and conditions:

DEFINITIONS

In addition to other terms defined in this Agreement, the terms below as used in this Agreement and in all of its exhibits, shall have the following meanings:

1. For purposes of this Agreement, "**Class Period**" means: July 3, 2016 (which covers the longest potentially applicable limitations period, three years) to February 28, 2019, the approximate date that the Parties agree the alleged wage deductions ceased.

2. **“Settlement Class Member(s)” or “Settlement Class”** means: the approximately 843 nurses identified by the Defendants, including the Named Plaintiffs and all current and former hourly nurses, who performed nursing services at Menorah during the Class Period.

3. **“Defendants”** means: Menorah, HealthTrust Workforce Solutions, LLC, Health Midwest Ventures Group, Inc., and Health Midwest Medical Group, Inc.

4. **“Settlement”** means the Parties’ full and complete resolution of this matter as to the Settlement Class Members, as set forth in this Agreement.

5. **“Class Representative Service Payments”** means the payments made to the Named Plaintiffs in their capacity as class representatives to compensate them for initiating and pursuing the Lawsuit, and undertaking the prosecution of the Lawsuit.

6. **“Global Settlement Fund”** means an amount not to exceed One Million, Eight Hundred Thousand Dollars and 00/100 cents (\$1,800,000.00), which, except for the payment of mediator’s fees (discussed below), is the maximum, complete and total amount of funds Menorah is obligated to pay under this Settlement, and which includes: (1) payment to Settlement Class Members; (2) Class Representative Service Payments; (3) payment to Plaintiff Counsel for attorneys’ fees, expenses, and costs, and (4) payment for settlement administration costs. Other than Menorah’s payment of the Global Settlement Fund (\$1,800,000.00), neither Menorah nor any of the other Defendants or the Released Parties (defined below) shall be called upon or required to contribute additional monies under any circumstances whatsoever.

7. **“Net Settlement Fund”** means the amount available for distribution to Settlement Class Members, after deductions for (a) Class Representative Service Payments;

(b) Plaintiff Counsel Fees and Plaintiff Counsel Expenses, and (c) the Settlement Administrator's (defined below) fees and expenses.

8. **"Settlement Notice" or "Notice"** means the notice of settlement preliminarily approved by the Court, which will be sent *via* first-class U.S. Mail and email to each Settlement Class Member to explain the settlement process.

9. **"Preliminary Approval Order"** means the order entered by the Court granting preliminary approval of the Settlement.

10. **"Final Approval Order"** means the Court's Order Granting Final Approval of the Settlement.

11. **"Released Parties"** means the Defendants and any and all of their affiliated, parent, or subsidiary companies or divisions (including but not limited to HCA Healthcare, Inc. and any and all of its affiliates, parents, subsidiaries, or divisions), and any and all of their officers, directors, agents, employees, attorneys, and the successors and assigns of any of them.

12. **"Claim Form"** means a form approved by counsel for the Parties, subject to Court approval, which, to recover a Settlement Award (defined below), each Settlement Class Member must complete in full and submit—by U.S. Mail, email, or online—to the Settlement Administrator within 75 days following mailing of the Notice of Settlement.

13. **"Claimant"** means any Settlement Class Member who timely submits a Claim Form and who does not submit an Opt-Out Request.

14. **"Plan of Allocation"** means the apportionment from the Net Settlement Fund available to each Settlement Class Member based on an equitable formula for distribution proposed by Plaintiff Counsel.

15. **“Settlement Award”** means the gross amount of the payment (*i.e.*, before deduction of taxes) made to any particular Settlement Class Member who timely submits a Claim Form and does not submit an Opt-Out Request.

16. **“Released Claims”** means: (a) for any Settlement Class Members who submit a timely Claim Form and who do not submit an Opt-Out Request, for themselves and their heirs, agents, executors, administrators, personal representatives, successors, any future estates, assigns and beneficiaries, and any and all of them (collectively, the “Releasers”), voluntarily, and with the benefit of counsel, fully and forever release and discharge the Released Parties in their personal, individual, official and/or corporate capacities, from the claims asserted in the Lawsuit, and any and all FLSA and federal- or state-law wage-and-hour claims related to the claims asserted in the Lawsuit, including breach of contract and violation of state laws or regulations for unpaid compensation or a quantum meruit theory of recovery, and any other state law wage-and-hour-related claims of any kind related to the claims asserted in the Lawsuit, whether known or unknown, specifically asserted or not, which the Releasers may assert anywhere against the Released Parties, arising through the date of the Final Approval Order. (b) For any Settlement Class Members who do not submit a timely Claim Form or an Opt-Out Request, for themselves and their heirs, agents, executors, administrators, personal representatives, successors, any future estates, assigns and beneficiaries, and any and all of them (collectively, the “Releasers”), voluntarily, and with the benefit of counsel, fully and forever release and discharge the Released Parties in their personal, individual, official and/or corporate capacities, from any and all state-law wage-and-hour-related claims asserted in the Lawsuit, including breach of contract and violation of state laws or regulations for unpaid compensation or a quantum meruit theory of recovery, and any other state law wage-and-hour-related claims of any kind related to the claims

asserted in the Lawsuit, whether known or unknown, specifically asserted or not, which the Releasers may assert anywhere against the Released Parties, arising through the date of the Final Approval Order.

TERMS AND CONDITIONS REGARDING
PAYMENT OF GLOBAL SETTLEMENT FUND

17. For settlement purposes only, Defendants consent to certification under Fed. R. Civ. P. 23 of an opt-out class of persons comprised of the Settlement Class Members. For purposes of settling the Lawsuit only, the Parties stipulate and agree the requisites for establishing class certification with respect to the Settlement Class Members have been, and are, met, in connection with carrying out this Agreement. The Parties specifically reserve the right, should this Agreement become inoperative for any reason, to raise and litigate any and all issues as to whether this Lawsuit can properly be maintained as a class action or collective action. The consent to certification of a class of the Settlement Class Members shall be effective only with respect to the settlement and resolution of the Lawsuit pursuant to this Agreement. In the event that the Agreement is terminated pursuant to the terms discussed herein, the Defendants' consent to the certification of a class of the Settlement Class Members shall be revoked, and the Lawsuit shall proceed as it existed prior to execution of this Agreement. The fact that the Parties were willing to stipulate to class certification as part of this Agreement shall have no bearing on, and not be admissible in connection with, the issue of whether any classes comprised of some, or all of the Settlement Class Members could be certified in a non-settlement context in this Lawsuit, nor shall this Agreement be considered admissible for any purpose other than (i) enforcing and carrying out this Agreement or (ii) defending against any claims released or barred by this Agreement.

18. Subject to the terms and conditions of this Agreement, the total amount that Menorah will pay under the Settlement is the Global Settlement Fund amount of One Million Eight Hundred Thousand Dollars (\$1,800,000.00) for: (i) cash Settlement Awards to Settlement Class Members under the Plan of Allocation; (ii) Service Awards to the Named Plaintiffs; (iii) reasonable attorney's fees for Plaintiff Counsel, not to exceed \$540,000.00 (*i.e.*, 30% of \$1,800,000.00), which will reasonably, adequately, and fully compensate Plaintiff Counsel for any and all work performed in connection with this Lawsuit ("**Plaintiff Attorney's Fees**"); (iv) reimbursement for expenses incurred by Plaintiff Counsel or the Named Plaintiffs in connection with this Lawsuit, in an amount not to exceed \$2,100.00, which will reasonably and adequately compensate Plaintiff Counsel and the Named Plaintiffs for any and all expenses or costs incurred in this matter ("**Plaintiff Expenses**"); (iv) any and all fees and costs of any type incurred or charged by the Settlement Administrator (defined below) in connection with the execution of his or her or its duties under this Agreement, including any and all costs for sending Notice (as defined below), in an amount not to exceed \$30,000.00 (the "**Settlement Administration Costs**"); and (v) any and all other monies necessary to perform this Agreement and the settlement contemplated herein. The Named Plaintiffs and Plaintiff Counsel agree that they will not seek from the Court, and are not permitted to seek from the Court, any amount of Plaintiff Attorney's Fees or Plaintiff Expenses in excess of the amounts set forth above in this paragraph, and that Plaintiff Attorney's Fees and Plaintiff Expenses are capped at the amounts set forth above in this paragraph.

19. The Parties agree that Menorah's maximum and total liability under this Agreement is equal to the Global Settlement Fund of One Million Eight Hundred Thousand Dollars (\$1,800,000.00) plus the payment of Mr. Vogel's fees for the April 23, 2021 mediation

(“**Mediator Fees**”). Other than the Gross Settlement Fund, the Mediator Fees, and any employer-side tax obligations that the Defendants might owe in connection with the Settlement Awards neither Menorah nor any of the other Defendants or the Released Parties shall be called upon or required to contribute additional monies under any circumstances whatsoever. All costs and expenses arising out of or in connection with the performance of this Agreement shall be paid from the Gross Settlement Fund with the exception of Menorah’s payment of the Mediator Fees and any employer-side tax obligations above and beyond the employee tax withholdings discussed and described below in Paragraph 40.

SETTLEMENT APPROVAL

20. As soon as practicable, the Named Plaintiffs by and through Plaintiff Counsel shall file a Motion for Preliminary Approval of the Settlement contemplated by this Agreement, and request that the Court enter a preliminary approval order that establishes a procedure for obtaining final approval of the settlement. Any dispute regarding the implementation of the settlement described herein, if not swiftly resolved among the Parties through meet-and-confer efforts, shall be referred to the Court for resolution.

21. If preliminary approval is granted, the Parties shall work with the Court to schedule a final settlement hearing to determine final approval of the settlement (the “**Final Settlement Hearing**”) as soon as practicable in light of the various time periods contemplated in this Agreement, and subject to the Court’s calendar. Upon final approval of the settlement by the Court at or after the Final Settlement Hearing, the Parties will jointly file a dismissal with prejudice substantially and materially in the form attached as **Exhibit A**, which, when filed with the Court, shall have *res judicata* effect. Following the filing of the stipulation of dismissal with prejudice, if the Court does not do so of its own accord, the Parties will jointly move the Court to

enter a final judgment recognizing the dismissal with prejudice of the Settlement Class Members' claims.

22. Should the Court decline to approve any aspect of the Settlement contemplated by this Agreement (with the exception of the provisions discussed in the next sentence), the Agreement shall be voidable by any of the Parties by written notice to the attorneys of record for the other Parties, served in a manner authorized by the Federal Rules of Civil Procedure, no later than fifteen (15) calendar days after entry of any such order. This right to void the Agreement does not apply, however, to the Court's award of the Plaintiff Attorney's Fees, Plaintiff Expenses, or Class Representative Service Payments. That is, should the Court award less than the maximum amount contemplated by this Agreement for Plaintiff Attorney's Fees, Plaintiff Expenses, or Class Representative Service Payments, the reduced award shall not be grounds to void the settlement contemplated by this Agreement.

NOTICE TO SETTLEMENT CLASS MEMBERS

23. A Notice of Settlement substantially and materially in the form attached hereto as **Exhibit B** shall be provided to the Settlement Class Members using the procedures described in Paragraph 26.

24. Within ten (10) calendar days after the Court enters a Preliminary Approval Order, Menorah shall provide the Settlement Administrator (defined below) with the names, Employee ID Numbers, and most current mailing addresses, of the Settlement Class Members, from the records maintained by the Defendants. Menorah also agrees to provide the last known email address for Settlement Class Members if Menorah identifies a reasonable, practicable and not overly burdensome method by which such information can be identified. In the event that the Settlement Administrator is unable to locate a Settlement Class Member, the Settlement Administrator may request from Defendants the social security number for any such Settlement

Class Member, and Defendants will provide the Settlement Administrator with any such social security numbers it has on file, to be used solely for the purpose of attempting to locate the Settlement Class Member. Likewise, in the event that Menorah discovers it will be unduly burdensome or not reasonable and practicable to produce email addresses for all Settlement Class Members, if the Settlement Administrator is unable to locate a Settlement Class Member, the Settlement Administrator may request from Defendants any email address information Defendants might have for any such Settlement Class Member, and Defendants will provide such email addresses to the extent reasonable, practicable, and not overly burdensome, on a case-by-case basis (for example, a request for a voluminous amount of email addresses, which would require one-by-one review of personnel information, would be overly burdensome). This information shall be deemed “Confidential” under the Court’s Protective Order (ECF 22), and in addition to the protections outlined under the Protective Order, the information shall be kept strictly confidential and shall not be disclosed to Plaintiff Counsel or anyone else other than the Settlement Administrator, or used for any purpose other than reasonable efforts to carry out the terms of this Agreement, or except as may be authorized by Menorah in writing or otherwise authorized by order of the Court.

25. Within ten (10) calendar days after Court enters a Preliminary Approval Order, Plaintiff Counsel, using the information contemplated by Paragraph 33 (below), will provide the Settlement Administrator with a list which will include the unique Employee ID number for each

Settlement Class Member and his/her/their estimated Settlement Award based on the Plan of Allocation.

26. The Settlement Administrator will include on the Settlement Notice the estimated amount of the Settlement Award the individual Settlement Class Member receiving the Settlement Notice will receive if he/she/they submits a timely Claim Form.

27. Plaintiff Counsel shall direct the Settlement Administrator to, within twenty-one (21) calendar days of receipt of the mailing address information from Menorah and the estimated Settlement Award information from Plaintiff Counsel, distribute the Court-approved form of the Notice of Settlement to all identified Settlement Class Members by first-class, regular U.S. Mail and by email. For Notices returned as undeliverable, the Settlement Administrator shall conduct reasonable efforts to locate any new or more reliable address for the Settlement Class Member or Settlement Class Members whose Notice was returned, then send additional Notices to any new addresses identified. For any Settlement Class Members who do not submit a Claim Form or Opt-Out Request (as defined below) within 30 days of the date of the Settlement Notice is sent to Settlement Class Members, the Settlement Administrator will mail a postcard and send a reminder notice by email reminding the Settlement Class Members of the deadlines to submit Claim Forms and Opt-Out Requests. Upon completion of these steps by the Settlement Administrator, the Parties shall be deemed to have satisfied their obligation to provide the Settlement Notice to the Settlement Class Members.

OPT-OUT AND OBJECTION PROCEDURES

28. The Notice shall provide that Class Members who wish to object to the Settlement may submit to the Clerk of the Court a written statement objecting to the settlement (an “**Objection**”). The Objection must be signed by the Settlement Class Member and state: (a) the full name of the Settlement Class Member; (b) the date range during which the Settlement Class

Member performed nursing services at Menorah; (c) the last four digits of the Settlement Class Member's social security number and/or his or her Employee ID number; (d) contain a statement of the grounds for the Settlement Class Member's Objection, and (e) the name of the case and case number, *Marquez et al. v. Midwest Division-MMC et al.*, Case No. 2:19-cv-02362-DDC-JPO. Such Objection must be mailed and postmarked to the Clerk of the Court on or before the 45th calendar day following the date that the Settlement Administrator mails the Notice (the "**Objection/Exclusion Deadline**"). The date of the postmark on the mailing envelope on any Objection shall be the exclusive means used to determine whether an Objection was timely submitted. Any Objection that is not postmarked to the Clerk of the Court on or before the Objection/Exclusion Deadline shall be of no force and effect under any circumstance.

Settlement Class Members who fail to timely mail to the Clerk of the Court an Objection in the manner specified above shall be deemed to have waived any objections to the settlement and shall be foreclosed from making any objection (whether by motion, appeal, or otherwise) to the settlement.

29. The Notice also shall provide that Settlement Class Members who wish to exclude themselves from the Settlement must submit to the Settlement Administrator a written, signed statement expressing his or her desire to be excluded from the settlement, and any such statement shall include the name, current address, telephone number and the last four digits of his or her social security number or Employee ID, and stating "I wish to be excluded from the *Marquez et al. v. Midwest Division-MMC, LLC et al.* settlement. I understand by excluding myself, I will not receive any money from the settlement reached in this matter" (the "**Opt-Out Request**"). The Opt-Out Request must be mailed to and received by the Settlement Administrator and must be postmarked on or before the Objection/Exclusion Deadline. Any written Opt-Out Request

not received by the Settlement Administrator or postmarked after the Objection/Exclusion Deadline shall be of no force and effect under any circumstance. Settlement Class Members who fail to mail to the Settlement Administrator a valid and timely Opt-Out Request on or before the Objection/Exclusion Deadline shall be bound by all terms of the Settlement contemplated by this Agreement, including the release set forth herein. Any Class Member who timely mails a valid Opt-Out Request that is received by the Settlement Administrator will not be bound by the Settlement contemplated herein, will not receive a Settlement Award, and will not have standing to object to the Settlement contemplated herein.

30. Plaintiff Counsel and Defense Counsel (collectively, “**Counsel**”) shall receive a copy of all valid and timely written Objections and Opt-Out Requests from the Settlement Administrator within seven (7) calendar days of the Settlement Administrator’s receipt. No later than fourteen (14) calendar days following the Objection/Exclusion Deadline, the Settlement Administrator shall provide Counsel with a complete and accurate list of names of all Settlement Class Members who have properly and timely submitted Opt-Out Requests or who have submitted timely written Objections to the Settlement.

31. If more than 80 Settlement Class Members submit timely Opt-Out Requests, then Menorah shall have the sole option to declare this Agreement null and void if, within fourteen (14) calendar days after the Settlement Administrator provides Defense Counsel the complete and accurate list of Settlement Class Members who have properly and timely submitted Opt-Out Requests, Menorah serves written notice of its exercise of this option on Plaintiff Counsel in a manner provided for in the Federal Rules of Civil Procedure. If Menorah voids this Agreement as contemplated in this Paragraph 31, Menorah shall pay any Settlement Administration Costs which the Settlement Administrator incurred as of the date of Menorah’s exercise of its option.

32. The Parties agree that neither they nor their Counsel will solicit or otherwise encourage directly or indirectly any Class Member to request exclusion from the settlement or object to the settlement.

PLAN OF ALLOCATION FOR DISTRIBUTION OF NET SETTLEMENT AMOUNT

33. Menorah previously provided to Plaintiff Counsel with the following information (or the best information reasonably available regarding the below categories), in an Excel (.xls) format regarding each of the Settlement Class Members:

- a. His/her/their employee identification numbers;
- b. Number of workweeks during the Class Period in which the Settlement Class Member was employed by and actually performing work for Defendants at Menorah, excluding any workweeks during which the Settlement Class Member did not perform any work because he/she/they was or were, for example, on a leave of absence, taking vacation or PTO days, or was or were otherwise not scheduled to work any shifts;
- c. His/her/their base hourly rate of pay and any shift differentials he/she/they received during the Class Period;
- d. Total number of hours he/she/they worked at Menorah during the Class Period;
- e. Total number of shifts he/she/they worked at Menorah during the Class Period *or* information regarding whether he/she/they were scheduled to work eight-hour, ten-hour or 12-hour shifts, and
- f. Total number, proportion of workweeks during the Class Period in which he/she/they recorded and were paid for at least forty (40) hours of work such that they would have been eligible to receive overtime pay.

This information shall be deemed “Confidential” under the Court’s Protective Order (ECF 22), and in addition to the protections outlined under the Protective Order, the information shall be kept strictly confidential and shall not be disclosed to anyone else other than the Settlement Administrator, or used for any purpose other than reasonable efforts to carry out the terms of this Agreement, or except as may be authorized by Menorah in writing or otherwise authorized by order of the Court.

34. Plaintiff Counsel will use the information provided by Menorah as described in Paragraph 33 to design a formula for the fair and equitable distribution of the Net Settlement Fund amongst and between the Settlement Class Members (“**Plan of Allocation**”).

35. Within fourteen (14) calendar days of the execution of this Agreement, Plaintiff Counsel shall select a firm or individual to serve as the administrator of the Settlement Payments (defined below) and other payment obligations contemplated hereunder (the “**Settlement Administrator**”). The Settlement Administrator selected by Plaintiff Counsel must have adequate experience serving in such role, and must charge reasonable fees or rates for his or her or its work, and the hiring of the Settlement Administrator will be subject to Menorah’s approval (which shall not be unreasonably withheld), and the engagement of the Settlement Administrator must be memorialized in a written contract, which will also be subject to Menorah’s approval (which shall not be unreasonably withheld). The contract shall reflect that the Settlement Administrator is a fiduciary with respect to the Global Settlement Fund and shall incorporate this Agreement by reference and contractually obligate the Settlement Administrator to adhere to the terms of this Agreement. If the Parties and their Counsel are unable to select and approve Settlement Administrator, each side will present an option to the Court, and the Court will select the Settlement Administrator.

36. Settlement Class Members who wish to receive a Settlement Award must, as a prerequisite to receiving a Settlement Award, submit a Claim Form materially and substantially in the form attached to the Notice (which is attached hereto as **Exhibit B**). The submission of such Claim Form is referred to herein as a “**Claim.**”

37. Settlement Class Members shall have up to seventy-five (75) calendar days following the post-marked date of the Notice of Settlement to submit a Claim Form (the “**Claim Deadline**”). Any Claimant who makes a Claim and receives a Settlement Award, shall have one hundred and eighty (180) calendar days following the date on the Settlement Payment check to negotiate the check (the “**Negotiation Deadline**”); if any Class Member does not negotiate his or her Settlement Award check within the Negotiation Deadline, the check will be void, and no such voided checks will be reissued. Notwithstanding the voiding of any check as contemplated by the previous sentence, Menorah will nevertheless have fully met its obligations under this Agreement with respect to paying the Global Settlement Fund, and the voiding of any such check will not impact or detract from the release contemplated in this Agreement.

38. Within seven (7) days of the close of the Claim Deadline, the Settlement Administrator shall provide Counsel a report (“**First Closing Report**”) reflecting the total number of: (a) Claims submitted; (b) Claims rejected; (c) Settlement Class Members who could not be located during the notice process, and (d) Settlement Class Members who did not submit timely Claim Forms. This First Closing Report should also include the total dollar amount of Settlement Awards which were not claimed by Settlement Class Members who submitted Opt-Out Requests, who did not submit timely Claim Forms, or who could not be located during the notice process (“Unclaimed Settlement Funds”). The Settlement Administrator’s First Closing Report will also categorize the total amount of Unclaimed Settlement Funds which were

originally designated under the Plan of Allocation for Settlement Class Members' damages under the FLSA ("Allocated FLSA Funds"), and the total amount of Unclaimed Settlement Funds which were originally designated under the Plan of Allocation for Settlement Class Members' damages under the KWPA ("Allocated KWPA Funds").

39. Within seven (7) days of the date the Settlement Administrator issues the First Closing Report, the Settlement Administrator will reallocate Unclaimed Settlement Funds as follows:

a. Any Unclaimed Settlement Funds which were Allocated FLSA Funds will first be rebalanced and reallocated on a *pro rata* basis to the FLSA damages portion of the individual Settlement Awards for all Claimants with FLSA overtime damages under the Plan of Allocation, but any such distributions shall be capped at an amount which would—when added to the Claimants' individual, original estimated Settlement Award amounts—not exceed 100% of the Claimants' individual total liquidated damages under the FLSA as calculated by Plaintiffs' Counsel.

b. Any Unclaimed Settlement Funds which were Allocated KWPA funds will first be rebalanced and reallocated on a *pro rata* basis to the KWPA portion of the individual Settlement Awards for all Claimants, but any such distributions shall be capped at an amount not to exceed 30% of the original estimated KWPA portion of the Claimants' individual, original Settlement Awards. Second, after any such distributions, any remaining Unclaimed Settlement Funds which were Allocated KWPA Funds will next be, if applicable, reallocated and distributed to Claimants with FLSA overtime damages under the Plan of Allocation up to the capped amounts described in the immediately preceding section, however, this second reallocation and distribution will

only occur in the event that the distribution of Unclaimed Settlement Funds originally designated for Settlement Class Members' FLSA damages as described in Section 39(a) did not result in all Claimants receiving combined, increased Settlement Awards equal to 100% of their total, liquidated damages under the FLSA as calculated by Plaintiffs' Counsel.

c. After the reallocation and distributions of Unclaimed Settlement Funds as described in Sections 39(a) and (b), the Parties agree that fifty percent (50%) of any remaining amounts of Unclaimed Settlement Funds will be distributed to the agreed *cy pres* recipient, the HCA Hope Fund (or such other similar charitable institution upon which the Parties might agree), and fifty percent (50%) will revert to Menorah.

d. Within five days of the completion of the reallocations described in Sections 39(a)-(c), the Settlement Administrator will provide Counsel with a Second Closing Report which includes: (i) a list of all *pro rata* distributions of Unclaimed Settlement Funds to Claimants; (ii) a list of the final, total Settlement Award calculations for Claimants which include any increase from the *pro rata* distributions of Unclaimed Settlement Funds, and (iii) the amount of any Unclaimed Settlement Funds which will be distributed to the *cy pres* recipient and the amount of any Unclaimed Settlement Funds which will revert to Menorah.

40. Only Settlement Class Members who submit the required Claim Form and who can be reasonably verified by the Settlement Administrator as being a Settlement Class Member will receive a Settlement Award from the Settlement Administrator. The Settlement Administrator shall have the sole and exclusive discretion, in his or her or its good faith and reasonable judgment, to pay or deny any Claim. All Settlement Awards must be issued and

dated by the Settlement Administrator no later than thirty (30) calendar days following the Settlement Administrator's receipt of the Global Settlement Fund amount from Menorah, as more fully described in Paragraph 45.

41. The Settlement Administrator shall regularly and accurately report to Counsel, in written form when requested, the substance of the work performed, including the amounts paid to Claimants, the basis for any denial of a Claim, and the total amount of Settlement Awards. The Settlement Administrator's approval and denial of Claims shall be conclusive and binding on all Settlement Class Members and the Parties. The Settlement Administrator shall respond to questions from Settlement Class Members and perform other duties as necessary to carry out his or her or its responsibilities under this Agreement.

42. All Settlement Awards paid to Claimants shall be allocated as follows: fifty percent (50%) to wages, subject to applicable withholdings, to be reported on a W-2 form issued by the Claimant's employer; fifty percent (50%) to interest, penalties and/or liquidated damages, not subject to withholdings and reported on a 1099 form to be issued by the Settlement Administrator. (For the sake of clarity, Menorah and the other Defendants deny that any Class Members are due any such penalties, but Menorah agrees to this allocation as part of the compromised Settlement set forth in this Agreement.) The Parties agree that no taxes will be withheld or paid by Menorah or any other Defendant or Released Party with respect to the portion of the Settlement Awards allocated to interest, penalties, and/or liquidated damages. Each individual Class Member receiving a Settlement Award shall be responsible for his or her share of taxes due on the portion of his or her Settlement Award allocated to interest, penalties, or liquidated damages. The Named Plaintiffs and the Class Members shall fully defend, indemnify, and hold harmless Menorah, the other Defendants, and the Released Parties, for any

taxes, penalties, costs, attorney's fees, or any other amounts or losses incurred by Menorah, the other Defendants, or the Released Parties as a result of any taxes, interest, penalties, or the like deemed due and owing on the portion of the Settlement Awards allocated to interest, penalties, and/or liquidated damages. The Parties further agree that no taxes will be withheld or paid by Menorah or any other Defendant or Released Party with respect to payments of the Settlement Administration Costs, Plaintiff Attorney's Fees, or Plaintiff's Expenses. Any taxes due thereon shall be respectively the responsibility of the Class Administrator or Plaintiff Counsel, as the case may be. The Parties acknowledge and agree that proper information reporting will be made to the appropriate taxing authorities regarding all payments made pursuant to this Agreement.

43. Each Party to this Agreement and each Settlement Class Member (as indicated in the Claim Form) acknowledges and agrees that no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisors, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice of any kind.

44. Neither Menorah nor any other Defendant or Released Party will use the Settlement Awards to calculate any additional benefits including, by example but not limitation, vacation, holiday pay or 401(k) plan contributions. The Settlement Awards do not represent any modification of previously-credited hours of service or other eligibility criteria under any employee pension or employee welfare benefit plan sponsored by Menorah or any other Defendant or Released Party, nor are the Settlement Awards "compensation" for purposes of determining eligibility for, or benefit accrual within, an employee pension benefit plan or employee welfare benefit or other plan sponsored by Menorah or any other Defendant or any of their predecessors, subsidiaries or successors, or any other Released Party.

45. Menorah shall deliver the total Global Settlement Fund to the Settlement Administrator by wire transfer to a depository bank chosen by the Settlement Administrator, within fourteen (14) calendar days of the Court's Final Approval Order. Within seven (7) calendar days of its receipt of the Global Settlement Fund, the Settlement Administrator shall pay to Plaintiff Counsel the Plaintiff Attorney's Fees and Plaintiff's Expenses *via* check made payable to Cornerstone Law Firm d/b/a Ryan Paulus Law Firm L.L.C, and begin to pay Settlement Awards to Claimants.

46. Any and all unclaimed monies remaining in the Global Settlement Fund after the expiration of the 180-day Negotiation Deadline for Settlement Award checks issued shall revert back to Menorah, and the Settlement Administrator shall promptly pay such remaining monies to Menorah.

**PLAINTIFF ATTORNEYS' FEES &
EXPENSES AND NAMED PLAINTIFF SERVICE AWARDS**

47. For the purposes of settlement only, Menorah agrees that Plaintiff Counsel are entitled to an award of reasonable attorney's fees and expenses. The Parties agree that any and all such claims for reasonable attorney's fees and expenses have been settled in this Agreement. Plaintiff Attorney's Fees and Plaintiff Expenses are to compensate, and will adequately and fully compensate, Plaintiff Counsel for all work already performed in this Lawsuit and all expenses already incurred, and all remaining work to be performed and all remaining expenses to be incurred in carrying out the settlement contemplated by this Agreement, securing Court approval of the Settlement, and making sure the Settlement is fairly administered and implemented. The Parties agree that in no event or circumstance will Plaintiff Counsel be permitted to receive, or

be entitled to receive, more than the Plaintiff's Attorney Fee and Plaintiff Expenses set forth in Paragraph 18, which sets forth the cap on Plaintiff Attorney's Fees and Plaintiff Expenses.

48. Menorah understands that Plaintiff Counsel will apply to the Court for an award of Plaintiff Attorney's Fees and Expenses, which will be scheduled for determination at the Final Settlement Hearing or as the Court directs. Menorah will not oppose Plaintiff Counsel's application for a reasonable award of Plaintiff's Attorney's Fees in a total amount not to exceed \$540,000 (30% of \$1,800,000.00). Neither the Named Plaintiffs, nor the Settlement Class Members, nor Plaintiff Counsel shall seek payment of attorney's fees or reimbursement of costs or expenses from Menorah with respect to this Lawsuit except as set forth herein.

49. Menorah understands that Plaintiff Counsel will apply to the Court for an order approving Class Representative Service Payments for the Named Plaintiffs in a total amount not to exceed \$36,000.00. Menorah will not oppose Plaintiff Counsel's application for these Class Representative Service Payments. The Class Representative Service Payments shall be in addition to the shares to which the Named Plaintiffs are otherwise entitled to as Settlement Awards under the Plan of Allocation (with such Settlement Awards being payable from the Net Settlement Fund). The Settlement Administrator shall issue an IRS Form 1099 for the Class Representative Service Payments. Named Plaintiffs shall be solely and legally responsible to pay any and all applicable taxes on the payments made pursuant to this paragraph and shall hold Menorah harmless from any claim or liability for taxes, penalties, or interest arising as a result of the payments.

50. Any amounts of Plaintiff Attorney's Fees and Expenses or Class Representative Service Payments which are not approved by the Court will be allocated and paid to the Settlement Class Members as part of the Net Settlement Fund.

RELEASES

51. Upon the Court's entry of the Final Approval Order, the Named Plaintiffs and each Settlement Class Member (with the exception of any Settlement Class Member who has timely and properly submitted an Opt-Out Request), for and in consideration of the mutual promises contained herein, shall be deemed to, and shall have, fully and finally released each and all of the Released Parties with respect to all Released Claims as defined in Paragraph 16. This release shall remain binding on all Settlement Class Members, even if one or more Settlement Class Members fail to negotiate any payments under this Settlement Agreement, or any Settlement Class Members cannot be located within one-hundred (180) days of the date checks are initially distributed under this Settlement Agreement.

52. Each Settlement Class Member shall be deemed to, and shall actually have knowingly and voluntarily, waived, released, discharged, and dismissed the Released Claims as defined in Paragraph 16 with full knowledge of any and all rights they may have, and thereby assume the risk of any mistake in fact, or with regard to any facts which are now unknown to them.

NO ADMISSION OF LIABILITY BY DEFENDANTS

53. Menorah and the other Defendants deny that they have engaged in any unlawful activity, have failed to comply with the law in any respect, or have any liability to anyone under the claims asserted in the Lawsuit. The Parties acknowledge that this Agreement is entered into for the purpose of compromise of highly disputed claims and that nothing herein is an admission of liability, wrongdoing or certification of a class or collective action for purposes of determination on the merits. Neither the Agreement nor any document prepared in connection with the Agreement may be admitted in any proceeding as an admission by the Defendants, the

Named Plaintiffs, or the Settlement Class Members. Provided, however, this paragraph and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may be admitted in evidence and otherwise used in any and all proceedings to enforce any or all terms of this Agreement, or in defense of any claims released or barred by this Agreement.

NO PUBLICITY

54. The Named Plaintiffs and Plaintiff Counsel shall not publicize the Settlement through any form of mass media including, but not limited to, in speeches, press conferences, press releases, interviews, television, print, radio, websites, or social media. The Named Plaintiffs and Plaintiff Counsel shall not make any public statement or release, including, but not limited to, on any website, which specifically references the monetary terms of the Settlement in connection with the name of the Lawsuit or the Released Parties. To the extent the Court is amenable to such treatment, the Parties shall work together to file this Agreement with the Court under seal; if the Court is not so amenable, the Parties need not file this Agreement under seal, provided, however, that the public filing of this Agreement does not change or lessen this paragraph's restrictions on publicity.

ADDITIONAL TERMS

55. This Agreement and its attached exhibits shall constitute the entire agreement relating to Settlement of this Lawsuit and the causes of action and defenses asserted therein, and no other oral or written representations, warranties or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties and covenants expressly stated in this Agreement and its exhibits. In the event this Agreement is terminated or wholly voided or nullified, or this Agreement is wholly barred by operation of law

or wholly invalidated or wholly ordered not to be carried out by a court of competent jurisdiction, this Agreement shall be null and void for all purposes and neither the Named Plaintiffs, nor the Settlement Class Members, nor Defendants shall be bound by any of its terms. If such an event were to occur, the Parties shall revert to the position they were in immediately preceding the execution of this Agreement.

56. After this Agreement is fully executed by all Parties and their Counsel, all litigation in the Lawsuit shall be stayed, and no additional court filings shall be made by the Parties except as specifically provided for herein and as are necessary to enforce the terms of this Agreement, notify the Court of this Agreement, or as ordered by the Court.

57. Plaintiff Counsel unconditionally warrant and represent that they are authorized by the Named Plaintiffs for whom they are attorneys of record, and Defense Counsel unconditionally warrant and represent that they are authorized by Defendants, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their Counsel will cooperate with each other and use their best efforts to effect the implementation of the settlement contemplated by this Agreement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the Court, or, if the Parties mutually agree to do so, they may seek the assistance of mediator Vogel.

58. This Agreement may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their successors-in-interest. The failure of any

Party to demand performance of any act under this Agreement shall not be construed as a waiver of the right to demand, at any subsequent time, such performance.

59. All terms of this Agreement and its exhibits shall be governed by and interpreted according to the laws of the State of Kansas and, where necessary, federal law, without giving effect to any conflict of law principles or choice of law principles.

60. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement shall not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

61. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. Facsimile signatures or signatures transmitted by PDF or any other electronic format that preserves the image of the original signature may be used for the same purposes as a “wet ink” original signature. Any executed counterpart shall be admissible in evidence to prove the existence and contents of this Agreement.

62. The Named Plaintiffs, individually and as representatives of the Settlement Class Members and Menorah and the other Defendants believe the terms of this Agreement constitute a fair, reasonable and adequate settlement and have arrived at this settlement through arms-length negotiations with the assistance of an experienced mediator, taking into account all relevant factors, present and potential. The Named Plaintiffs, individually and as representatives of the Settlement Class Members, and Menorah voluntarily executed this Agreement, and the terms and the execution of this Agreement were not the result of any fraud, duress, coercion, pressure, or undue influence, and all Parties consulted with attorneys of their choosing prior to executing this Agreement.

63. This Agreement shall be binding upon and inure to the benefit of the successors, heirs, devisees, legatees, executors, administrators, assignees, trustees, affiliates, and parent companies of each of the Parties hereto.

64. The recital paragraphs at the outset of this Agreement are true and accurate and are part of the terms of this Agreement.

In witness whereof, and in agreement herewith, the Parties and their Counsel have executed and delivered this Agreement:

[signature pages follow, remainder of this page left blank intentionally]

Exhibit A

Dismissal with Prejudice

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS**

TAMMIE MARQUEZ, et al., individually)	
and on behalf of a class)	
of similarly situated persons,)	
)	
Plaintiffs,)	
)	Case No. 2:19-cv-02362-DDC-JPO
v.)	
)	
MIDWEST DIVISION MMC, LLC, et al.)	
)	
Defendants.)	

STIPULATION OF DISMISSAL WITH PREJUDICE

Defendants Midwest Division - MMC, LLC, HealthTrust Workforce Solutions, LLC, Health Midwest Ventures Group, Inc., and Health Midwest Medical Group, Inc., and named plaintiffs Tammie Marquez, Neesha Perez, Josiah Chumba, on behalf of themselves and on behalf of the plaintiff class of similarly situated persons (the “**Plaintiff Class**”), pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii), hereby stipulate to the dismissal with prejudice of this matter and any and all claims and causes of action asserted in the above-captioned case, including all claims and causes of action asserted on behalf of the Plaintiff Class, with the parties to bear their own expenses, costs, and attorney’s fees.

Respectfully Submitted,

BRYAN CAVE LEIGHTON PAISNER LLP

By: s/ Timothy J. Davis

Timothy J. Davis (KS #24901)
Tim.davis@bclplaw.com
Sarah R. Holdmeyer (KS # 27584)
Sarah.holdmeyer@bclplaw.com
1200 Main Street, Suite 3800
Kansas City, Missouri 64105
Tel. 816.374.3200
Fax. 816.374.3300

ATTORNEYS FOR DEFENDANTS

- and -

CORNERSTONE LAW FIRM

By: s/ M. Katherine Paulus

Ryan M. Paulus (D. Kan. 78276)
M. Katherine Paulus (KS # 23866)
Jessica M. McDowell (D. Kan. 78731)
8350 North St. Clair, Suite 225
Kansas City, MO 64151
Tel. 816.581.4040
Fax. 816.741.8889
r.paulus@cornerstonefirm.com
k.paulus@cornerstonefirm.com
j.mcdowell@cornerstonefirm.com

ATTORNEY FOR PLAINTIFFS

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on _____, 2021, the foregoing document was electronically filed with the Court, which sent notice to all counsel of record.

s/ _____

Attorney for Defendants

EXHIBIT B

Notice and Claim Form

NOTICE OF CLASS ACTION SETTLEMENT

****A court authorized this Notice, which affects your legal rights. Please read it carefully.****

This is not a solicitation from a lawyer.

You are receiving this notice because you performed services as a registered nurse at Menorah Medical Center, 5721 W. 119th Street, Overland Park, KS 66209, at some time during the time period of July 3, 2016 through February 28, 2019. **You may be entitled to benefits in a settlement of the lawsuit entitled *Tammie Marquez, et al., v. Midwest Division MMC, LLC, et al.*, Case No. 2:19-cv-02362-DDC in the United States District Court for the District of Kansas.**

YOUR ESTIMATED SETTLEMENT AMOUNT: \$XXX. If you wish to claim this amount, you must return the enclosed claim form on or before [75 days from mailing].

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM AND RECEIVE SETTLEMENT AWARD	Submit the enclosed Claim Form and receive your settlement check(s); your rights to pursue any claims regarding your wages and compensation will be released as described under “Scope of Release” below.
OPT-OUT AND RETAIN RIGHT TO SUE	You will not recover anything under this settlement, but you will retain any rights you may have to pursue any claims regarding your wages and compensation brought under federal, state, or local law, subject to the applicable statutes of limitations.
OBJECT	Write to the Court about why you do not like the settlement and testify about the fairness of the settlement. If you opt-out of the settlement, you will not have a right to object to the settlement.
DO NOTHING	If you do not submit a Claim Form and do not opt-out of the settlement, you will not receive a portion of the settlement, and you will release your rights to pursue claims regarding your wages and compensation under state law

WHY DID I GET THIS NOTICE?

This notice explains that a settlement has been reached in the case entitled *Tammie Marquez, et al., v. Midwest Division MMC, LLC, et al.*, Case No. 2:19-cv-02362-DDC (the “Lawsuit”).

The purpose of this Notice is to inform you of your rights under the Settlement resolving the Lawsuit. You are receiving this Notice because the records of the Defendants in the Lawsuit indicate you performed services as a Registered Nurse (“RN”) at Menorah Medical Center, 5721 W. 119th Street, Overland Park, KS 66209 (“Menorah”) at some point during the time period of July 3, 2016 through February 28, 2019.

Your receipt of this Notice means you may be entitled to share in the proceeds from the settlement of this Lawsuit.

WHAT IS THE LAWSUIT ABOUT?

In 2019, a lawsuit was filed in federal court by Tammie Marquez, Neesha Perez, and Josiah Chumba (the “Representative Plaintiffs”) alleging that registered nurses who worked at Menorah from July 3, 2016 to February 28, 2019 had their hours improperly reduced, either through the deduction of 30-minute meal periods that were purportedly not actually taken, or through the adjustment of clock-in and clock-out times to align the punch times with the designated shift times, even when a nurse might have purportedly arrived early or stayed late. The Lawsuit alleges that these practices violated the Fair Labor Standards Act (“FLSA”) and Kansas state law. The Lawsuit is pending before the Honorable Daniel Crabtree in the United States District Court for the District of Kansas, at Kansas City, Kansas.

Menorah and the other Defendants in the Lawsuit deny these allegations, but to avoid the burden, expense, and uncertainty of continuing litigation, the parties have agreed to a class action settlement.

As of the date of mailing of this Notice, the Court has preliminarily approved the proposed settlement, and will decide whether to give final approval at a hearing scheduled to take place on [INSERT DATE OF FINAL FAIRNESS HEARING].

WHO IS INCLUDED IN THE SETTLEMENT?

All current and former hourly RNs who were employed by Defendants Midwest Division-MMC, LLC, HealthTrust Workforce Solutions, LLC, Health Midwest Ventures Group, Inc. or Health Midwest Medical Group, Inc. and who performed nursing services at Menorah at any time between July 3, 2016 and February 28, 2019.

YOUR SETTLEMENT AMOUNT

To settle this case, Menorah agreed to pay a total sum of up to \$1,800,000.00, (“Global Settlement Fund”). If you choose to submit a Claim Form and participate in this settlement, you will receive an estimated **\$XXX before taxes**.

Your individual settlement amount is based on a formula that took into consideration the number of workweeks you worked within the time period relevant in this Lawsuit, your hourly rates of pay and the number of hours you worked during that time period. Your individual settlement amount listed is free and clear of attorneys’ fees and litigation costs.

If the Court approves the settlement, 50% of your settlement payment will be reported as wages for tax purposes and you will receive an IRS Form W-2 for this portion of the payment. Tax withholdings for wage payments will be deducted from this amount. The other 50% of your settlement amount will constitute payment for alleged liquidated damages, interest, and penalties, and will be reported on an IRS Form 1099; you will be responsible for any tax liability on this amount. **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 180 days to cash your settlement checks after they are issued. Any uncashed checks will be voided after 180 days. After that, you will be unable to obtain payment, but you will have released the claims arising from this case. It is important that you inform the settlement administrator of the best address to send your check and/or if you have not received your check.

NO RETALIATION

Menorah and the other Defendants in this Lawsuit do not oppose your participation in this Lawsuit or its settlement. Likewise, Menorah and the other Defendants do not encourage you to opt-out of the settlement. You will **not** be retaliated against by Menorah or any of the other Defendants for participating in this settlement.

ATTORNEYS’ FEES AND COSTS AND SERVICE AWARDS

Plaintiffs’ Counsel are asking the Court to award them 30% of the Gross Settlement Fund (*i.e.* \$540,000.00), as well as \$2,100.00 for litigation costs they have paid in the Lawsuit. Such fees and costs payment will be subject to the Court’s approval. **Please note: these amounts have already been factored into your estimated settlement amount listed above, which will not be subject to any further deductions for attorneys’ fees or costs.**

In addition, the named Representative Plaintiffs who have been working on the case intend to seek service awards from the Court in a total amount not to exceed \$36,000.00 for their service

and work in the Lawsuit. **Again, these amounts have already been factored into your total estimated settlement amount listed above, which will not be subject to any further deductions for these service awards.**

HOW DO I PARTICIPATE IN THE SETTLEMENT AND RECEIVE PAYMENT?

To be eligible to receive a payment from the Settlement, you must complete and return the enclosed Claim Form by [INSERT deadline 75 days after mailing]. The Claim Form must be filled out by you or someone authorized under the law to act on your behalf. In order to receive your portion of the settlement, you must complete, sign, and return the enclosed Claim Form to the Settlement Administrator: by mail at the address listed below, by email, or online at [INSERT WEBSITE].

Completed Claim Forms can only be accepted by the Settlement Administrator, and not by the Court. **Your Claim Form must be submitted no later than 75 days from the date of the postmark on this notice. Late or incomplete Claim Forms will not be honored.** The Settlement Administrator can be reached at the following phone number and mailing address: [insert].

APPROVAL OF THE SETTLEMENT AND FAIRNESS HEARING

The settlement is subject to Court approval and satisfaction of all conditions set forth in the Settlement Agreement filed with the Court. On or before [INSERT four MONTHs AFTER PRELIMINARY APROVAL], the parties will ask the Court for final approval of the settlement. The Court will hold a hearing to determine if the settlement is fair, adequate, and should be approved. **You are neither required nor expected to attend the hearing, but you have opportunity to do so if you choose.**

The final approval hearing will be held [INSERT DATE] at the United States District Court for the District of Kansas, 500 State Ave., Kansas City, KS 66101, Courtroom { }
If the Court approves the settlement, and if all conditions set forth in the Final Settlement Agreement are satisfied, Menorah will deliver the Global Settlement Fund to the Settlement Administrator for distribution to all participating class members under the terms of the Settlement Agreement. If you submit a timely Claim Form and are eligible to receive your portion of the Settlement, then you will receive your settlement checks after the Court enters its final approval of the Settlement.

There are several reasons why the settlement may not be approved. So, if the Court does not approve the proposed settlement, or if all of the terms of the settlement are not met, the case will proceed as if no settlement has been attempted. In that event, Menorah retains the right to contest whether this case can be maintained as a class action and to contest the merits of the claims being

asserted in the Lawsuit. If the settlement is not approved, there can be no assurance the class will recover the amount provided for in this settlement, or anything at all.

WHAT ARE MY OPTIONS?

As summarized in the chart on the first page of this Notice, you may: (a) submit a Claim Form; (b) exclude yourself by submitting an opt-out request; (c) object to the settlement, or (d) do nothing.

Option A: Submit a Claim Form, obtain your portion of the settlement, and release your rights to pursue claims regarding your wages and compensation brought under federal, state, and local law.

If you choose to submit a Claim Form, you will receive your settlement check(s) and release your rights to pursue the claims brought in this Lawsuit, or reasonably related to the claims brought in the Lawsuit, regarding your wages and compensation under federal, state, and local law.

Option B: Exclude yourself from the settlement and opt-out of the case.

If you wish to exclude yourself from this settlement, you can submit a written notice to the Settlement Administrator that you are requesting to “opt-out” of the settlement (“Opt-Out Request”). Your written Opt-Out request must be postmarked or received by the Settlement Administrator within [INSERT 45 DAYS from mailing], and must be a written, signed statement that expresses your desire to be excluded from the settlement. Your Opt-Out Request must include your name, current address, telephone number, and the last four digits of your social security number or your Employee ID number, and must also state, “I wish to be excluded from the *Marquez et al. v. Midwest Division-MMC, LLC et al.* settlement. I understand by excluding myself, I will not receive any money from the settlement reached in this matter.”

If you submit a timely Opt-Out Request, you will not recover anything under this Settlement, but you will retain any rights you may have to pursue claims regarding your wages and compensation under federal, state, or local laws, subject to the applicable statutes of limitation.

Option C: Object to the terms of the settlement.

If you do not submit an Opt-Out Request, you may object to the terms of the Settlement. If you object and the settlement is approved, your rights to pursue any claims regarding your wages and compensation brought under state or local law will be released. In order to object you may, but need not enter an appearance through counsel of your choice. If you retain your own counsel, you will be responsible for your own attorneys’ fees and costs.

If you object to the settlement, you must mail to the Court’s Clerk a simple, short and plain written statement of objection (“Notice of Objection”) by [INSERT DEADLINE 45 days after notice mailing deadline]. The Notice of Objection should state: (i) the full name, address, telephone number, last four digits of the Social Security Number, and Employee ID Number of

the person making the objection; (ii) the basis for the objection, and (iii) a reference to Case No. 2:19-cv-02362-DDC. If you do not timely make an objection in this manner, you will be deemed to have waived all objections, and you shall not have the right to appeal approval of the settlement.

Option D: Do nothing, receive no portion of the settlement, but release your claims regarding your wages and compensation.

If you choose to do nothing, you will not receive a settlement check, and your rights to pursue any claims regarding your wages and compensation brought under state and local law will be released.

SCOPE OF THE RELEASE

If you submit a timely Claim Form and do not submit an Opt-Out Request, for yourself, your heirs, agents, executors, administrators, personal representatives, successors, any future estates, assigns and beneficiaries, and any and all of them (collectively, the “Releasers”) you will voluntarily, and with the benefit of counsel, fully and forever release and discharge Menorah, HealthTrust Workforce Solutions, LLC, Health Midwest Ventures Group, Inc., and Health Midwest Medical Group, Inc. and any and all of their affiliates, parents, and subsidiary companies or divisions and any and all of their officers, directors, agents, employees, attorneys and the successors and assigns of any of them (collectively, the “Released Parties”) in their personal, individual, official and/or corporate capacities, from the claims asserted in the Lawsuit, and any and all FLSA and Kansas state-law wage-and-hour claims related to the claims asserted in the Lawsuit, including breach of contract and violation of state laws or regulations for unpaid compensation or a quantum meruit theory of recovery, and any other state law wage-and-hour-related claims of any kind related to the claims asserted in the Lawsuit, whether known or unknown, specifically asserted or not, which the Releasers may assert anywhere against the Released Parties, arising through the date the Court finally approves the settlement.

If you do not submit a timely Claim Form and do not submit an Opt-Out Request, for yourself, your heirs, agents, executors, administrators, personal representatives, successors, any future estates, assigns and beneficiaries, and any and all of them (collectively, the “Releasers”) you will voluntarily, and with the benefit of counsel, fully and forever release and discharge Menorah, HealthTrust Workforce Solutions, LLC, Health Midwest Ventures Group, Inc., and Health Midwest Medical Group, Inc. and any and all of their affiliates, parents, and subsidiary companies or divisions and any and all of their officers, directors, agents, employees, attorneys and the successors and assigns of any of them (collectively, the “Released Parties”) in their personal, individual, official and/or corporate capacities, from any and all Kansas state-law wage-and-hour-related claims asserted in the Lawsuit, including breach of contract and violation of state laws or regulations for unpaid compensation or a quantum meruit theory of recovery, and any other state law wage-and-hour-related claims of any kind related to the claims asserted in the Lawsuit, whether known or unknown, specifically asserted or not, which the Releasers may

assert anywhere against the Released Parties, arising through the date the Court finally approves the settlement.

DO I HAVE A LAWYER IN THIS CASE?

The attorneys who have been designated as legal counsel to represent you and the other members of the settlement class are:

Katherine Paulus and Jessica McDowell

Cornerstone Law Firm

www.cornerstonefirm.com

5821 NW 72nd Street

Kansas City, MO 64151

Phone: (816) 581-4040

Email: m.paulus@cornerstonefirm.com; j.mcdowell@cornerstonefirm.com

You will not be charged for their services; their fees will be paid from the total sum paid by the defendants for the Settlement, as discussed above.

QUESTIONS?

If you have questions or want more information, you can contact the Settlement Administrator at: [INSERT TPA name and contact information], or visit the website: **INSERT web address for claim form and settlement information**].

****Please do not call or otherwise contact the Court regarding this Notice. ****

CLAIM FORM

Tammie Marquez, et al., v. Midwest Division MMC, LLC, et al., Case No. 2:19-cv-02362-DDC in the United States District Court for the District of Kansas (the “Lawsuit”).

By signing below, I affirm under penalty of perjury that: (i) I performed nursing services at Menorah Medical Center, 5721 W. 119th St., Overland Park, KS 66209 between July 3, 2016 and February 28, 2019, and (ii) I have read and understand the Notice of Class Action Settlement (incorporated by reference herein), and I would like to claim my settlement payment pursuant to the Settlement. Pursuant to the terms of the Settlement, I understand I will receive approximately \$ [enter amount] if I fully complete and timely return this Claim Form, and the Settlement receives final approval from the Court. I will seek independent tax advice if I feel necessary, and am not relying on anything in this Claim Form or the accompanying notice for tax advice, nor any communications from the defendants in the Lawsuit.

By my signature below, I understand and consent that I will be legally bound by the Court’s judgment in this case and the release of the wage and hour claims as described in the Notice of Class Action Settlement. I hereby consent in writing to become a party-plaintiff in the Lawsuit pursuant to the Fair Labor Standards Act, and authorize Plaintiff Counsel to act on my behalf relating to the Lawsuit, including the settlement of my claims.

Printed Name: _____

Signature: _____

Date: _____

Phone Number: _____

Address: _____

Upon completion, please return this form to:

[insert Settlement Administrator’s info]

DO NOT SEND THIS FORM TO THE COURT