

**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: <<estAmount>>. If you wish to claim this amount, you must return the enclosed claim form on or before March 29, 2023.**

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM FORM AND RECEIVE SETTLEMENT AWARD</b>	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.
<b>OPT-OUT AND RETAIN RIGHT TO SUE</b>	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.
<b>OBJECT</b>	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.
<b>DO NOTHING</b>	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 April 14, 2023.

### 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 **<<estAmount>> 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 \$2,075.33 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 March 29, 2023. 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 [MidwestDivisionMMCEmployeeClassAction.com](http://MidwestDivisionMMCEmployeeClassAction.com).

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:

Marquez, et al., v. Midwest Division MMC, LLC, et al.  
c/o CPT Group, Inc.  
50 Corporate Park,  
Irvine, CA 92606  
Phone: 1-888-318-0103

#### **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 April 14, 2023, 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 April 14, 2023, at the United States District Court for the District of Kansas, 500 State Ave., Kansas City, KS 66101, Courtroom 476. 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 by February 27, 2023, 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 February 27, 2023. 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](http://www.cornerstonefirm.com)

5821 NW 72<sup>nd</sup> Street

Kansas City, MO 64151

Phone: (816) 581-4040

Email: [m.paulus@cornerstonefirm.com](mailto:m.paulus@cornerstonefirm.com); [j.mcdowell@cornerstonefirm.com](mailto: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:

Marquez, et al., v. Midwest Division MMC, LLC, et al.

c/o CPT Group, Inc.

50 Corporate Park, Irvine, CA 92606

Phone: 1-888-318-0103

or visit the website: [MidwestDivisionMMCEmployeeClassAction.com](http://MidwestDivisionMMCEmployeeClassAction.com)

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