

**IN THE UNITED STATES DISTRICT COURT FOR THE  
WESTERN DISTRICT OF MISSOURI  
KANSAS CITY DIVISION**

**MICHELLE LYON, HELEN ANTONIO,  
and ANDREA BROWN, on behalf of  
themselves and all others similarly  
situated**

**Plaintiffs,**

**v.**

**AMERICARE SYSTEMS, INC.,  
doing business as  
AMERICARE SENIOR LIVING,**

**Defendant.**

**Case No. 24-03207-CV-S-BP**

**CLASS AND COLLECTIVE ACTION SETTLEMENT AGREEMENT**

This Class and Collective Action Settlement Agreement (the “Agreement”) is made and entered into by and between Plaintiffs Michelle Lyon, Helen Antonio, and Andrea Brown (together, “Named Plaintiffs”), Opt-in Plaintiff Natasha Davis (“Opt-in Plaintiff”), and all members of the Settlement Class (defined below), on the one hand, and Defendant Americare Systems, Inc. (“Defendant”), on the other hand (collectively, the “Parties”), to resolve all claims and disputes which are the subject of a lawsuit filed by the Named Plaintiffs in the United States District Court for the Western District of Missouri, *Lyon et al. v. Americare Systems Inc. d/b/a Americare Senior Living*, Case No. 24-03207-CV-S-BP (the “Litigation”).

### **RECITALS**

WHEREAS, the Named Plaintiffs allege that Defendant violated the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*, (“FLSA”), the Missouri Minimum Wage Law, R.S.Mo. § 290.500 *et seq.* (“MMWL”), and state common law claims, by (1) misclassifying individuals who worked at a healthcare facility managed by Defendant through the use of a third-party staffing application managed by ShiftKey, LLC, as independent contractors and (2) failing to pay those individuals all lawful wages, including the mandatory overtime premium on hours worked more than forty (40) in a workweek.

WHEREAS, the Named Plaintiffs sought the recovery of straight-time wages, overtime wages, liquidated damages, attorneys’ fees, and costs, among other things;

WHEREAS, Opt-in Plaintiff is a Class Member of the Settlement Class (as both terms are defined below) who opted into this lawsuit and has agreed to a specific release of her claims as described below;

WHEREAS, Plaintiff Michelle Lyon is not a Class Member (as that term is defined below) but has agreed to a separate payment releasing her claims in the Litigation as described below;

WHEREAS, Defendant denies and continues to deny all of the allegations made by Named Plaintiffs, and denies and continues to deny that it is liable or owes damages to anyone with respect to the alleged facts or causes of action alleged. Nonetheless, without admitting or conceding any arguments, issues, liability, or damages whatsoever, Defendant has agreed to settle the claims on the terms and conditions set forth in this Agreement to avoid the burden and expense of litigation;

WHEREAS, Class Counsel (as defined below) has interviewed Named Plaintiffs, the Opt-In Plaintiff, has reviewed and analyzed documents and data produced by Defendant, and has deposed Defendant's corporate representative;

WHEREAS, Class Counsel has analyzed and evaluated the merits of the claims made against Defendant, and the impact of this Agreement on the Named Plaintiffs and the Settlement Class;

WHEREAS, based upon their analysis and evaluation of a number of factors, and recognizing the risks of litigation with respect to certain claims, including the possibility that any litigation might result in a recovery that is less favorable to the Settlement Class, and may not occur for several years, or at all, Class Counsel is satisfied that the terms and conditions of this Agreement are fair, reasonable, and adequate and that this Agreement is in the best interests of the Settlement Class;

WHEREAS, the Parties recognize that the outcome in the Litigation is uncertain and that achieving a final result through the litigation process would require substantial additional risk, discovery, time, and expense;

WHEREAS, the Parties desire to settle fully and finally the differences between them and have agreed to settle this case as to the Named Plaintiffs, the Opt-in Plaintiff, as well as all individuals comprising the Settlement Class, as defined below; and

WHEREAS, the Parties agree to undertake their best efforts, including all steps and efforts that may become necessary by order of the Court, to effectuate the terms and purposes of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree, subject to approval of the Court, as follows:

## AGREEMENT

### I. DEFINITIONS

A. **“Agreement.”** “Agreement” means this agreement, *i.e.*, the Class and Collective Action Settlement Agreement, together with all of its attachments and exhibits, which the Parties understand and agree sets forth all material terms and conditions of the settlement between them, and which is subject to Court approval. It is understood and agreed that the obligations of the Defendant for payment under this Agreement are conditioned on, *inter alia*, the occurrence of the Effective Date.

B. **“Class Counsel” or “Plaintiffs’ Counsel.”** “Class Counsel” or “Plaintiff’s Counsel” mean George A. Hanson, Alexander T. Ricke, Stephen D. Ahal, Stueve Siegel Hanson LLP, Tom Wagstaff Jr., Taylor Myers, and the Law Office of Tom Wagstaff JR, LLC.

C. **“Class Member” or “Settlement Class.”** “Class Member” or “Settlement Class” means Named Plaintiffs (other than Michelle Lyon) and all Class Workers who do not opt out of the Settlement by submitting Opt Outs pursuant to Paragraph II.B, and thus means all individuals who will become bound by the Released Claims portion of the Judgment if the Effective Date occurs.

D. **“Class Representative.”** “Class Representative” means Named Plaintiffs Helen Antonio and Andrea Brown.

E. **“Class Workers.”** “Class Workers” means all persons who worked at a facility in Missouri managed by Americare Systems, Inc. who (1) obtained their position through ShiftKey, LLC and (2) worked more than 40 hours in a workweek from July 17, 2021, to the filing of the Complaint through December 12, 2025.

F. **“Class Settlement Fund.”** “Class Settlement Fund” means \$192,113 payment Defendant has agreed to pay to the Settlement Class to resolve wage and hour claims of Class Members, which represents the unpaid overtime wages alleged under Class Counsel’s damages analysis using class-wide data, although Defendant does not concede there is any basis for liability or necessarily endorse Class Counsel’s damages analysis.

G. **“Complaint.”** “Complaint” means the First Amended Class and Collective Action Complaint filed by the Named Plaintiffs in the Litigation on December 3, 2024.

H. **“Counsel for Settling Entities” or “Defense Counsel.”** “Counsel for Settling Entities” or “Defense Counsel” means Robert D. Younger and Brian C. Hey of McMahon Berger, P.C. and David B. Helms and Ben Mooneyham of GM Law P.C.

I. **“Court.”** “Court” refers to the United States District Court for the Western District of Missouri.

J. **“Defendant.”** “Defendant” means Defendant Americare Systems, Inc.

K. **“Effective Date.”** “Effective Date” means the date on which the Judgment becomes a Final Judgment.

L. **“Employer Payroll Taxes.”** “Employer Payroll Taxes” means all taxes and withholdings an employer is required to make arising out of or based upon the payment of employment/wage compensation in this Litigation.

M. **“Final Approval.”** “Final Approval” means the date the Court enters an Order finally approving the Settlement and dismissing the Litigation against Defendant with prejudice, while still retaining continuing jurisdiction over the administration of the settlement.

N. **“Final Approval Order.”** “Final Approval Order” means an order that finally and unconditionally grants final approval of the Agreement, authorizes payments to Named Plaintiffs and the Settlement Class as provided in this Agreement, and fully and finally extinguishes the Released Claims of the Settlement Class. The Parties shall submit a draft order, entitled “Order Granting Final Approval of Class Settlement,” substantially in the form attached hereto as Exhibit C, for the Court’s review and approval.

O. **“Final Judgment.”** “Final Judgment” means fifteen (15) days after the latest of: (i) the date of final affirmance on an appeal of the Judgment, or the expiration of time for a petition for a writ of certiorari to review the Judgment and, if certiorari is granted, the date of final affirmance of the Judgment following review pursuant to that grant; (ii) the date of final dismissal with prejudice of the last pending appeal from the Judgment or the final dismissal of any proceeding on certiorari to review the Judgment; or (iii) if no appeal is filed, the expiration date of the time for the filing or noticing of any form of valid appeal from the Judgment.

P. **“Final Settlement Approval Hearing.”** “Final Settlement Approval Hearing” means a hearing set by the Court to take place at least thirty (30) days after the Opt Out Response Deadline, for the purpose of (i) determining the fairness, adequacy, and reasonableness of the Agreement terms and associated settlement pursuant to class action procedures and requirements;

(ii) approving Class Counsel’s attorneys’ fees and expenses; (iii) approving the payment of the Service Payment; and (iv) entering Judgment.

Q. **“Judgment.”** “Judgment” means the judgment to be rendered by the Court pursuant to this Agreement.

R. **“Maximum Settlement Amount.”** “Maximum Settlement Amount” means \$750,000 which is the maximum amount that Defendant has agreed to pay to fully resolve and settle this Litigation, including Class Counsel’s separately negotiated payment of \$556,887 in attorneys’ fees and expenses; Plaintiff Lyon’s Settlement Amount; the Class and Collective Settlement Fund to pay Class Members; the Settlement Administration Costs; and any Court-approved Service Payment.

S. **“Net Settlement Fund.”** means the Class Settlement Fund after deductions are made for the Service Payments, the Settlement Administration Costs, and Employer Payroll Taxes.

T. **“Named Plaintiffs.”** “Named Plaintiff” means Plaintiffs Michelle Lyon, Helen Antonio, and Andrea Brown.

U. **“Opt-In Plaintiff”** means Opt-in Plaintiff Natasha Davis. Opt-in Plaintiff is a Class Member and is referenced by incorporation when Class Members or the Settlement Class are discussed in this Agreement unless specified otherwise.

V. **“Opt Out” or “Opt Outs.”** “Opt Out” or “Opt Outs” means written and signed requests by Class Workers to be excluded from the Settlement Class, which are to be submitted in the manner and within the time set forth in the Proposed Settlement Notice.

W. **“Opt Out Response Deadline.”** “Opt Out Response Deadline” means forty-five (45) days from the date Settlement Administrator first mails and/or emails the Proposed Settlement Notice to Class Workers.

X. **“Participating Class Member.”** “Participating Class Member” means any Class Member who negotiates his or her settlement payment check and thus becomes bound by the Released FLSA Claims portions of the Judgment if the Effective Date occurs.

Y. **“Participation Deadline.”** “Participation Deadline” means the date one hundred and twenty (120) days from the date the Settlement Administrator mails and/or emails the Settlement Checks to the Class Members.

Z. **“Parties.”** “Parties” shall refer to the Named Plaintiffs, Opt-in Plaintiff, and Defendant.

AA. **“Plaintiff Lyon Settlement Amount.”** “Plaintiff Lyon Settlement Amount” means \$1,000 payment Defendant has agreed to pay to Plaintiff Michelle Lyon to resolve any and all claims that she may have, including FLSA and state law claims, based on the facts alleged in the Complaint.

BB. **“Preliminary Approval.”** “Preliminary Approval” means the date on which the Court preliminarily approves the terms of the Parties’ Agreement and certifies a class action for settlement purposes only, as provided in Paragraph III.A.

CC. **“Preliminary Approval Order.”** “Preliminary Approval Order” means an order to be executed and filed by the Court preliminarily approving the terms contained in this Agreement as provided in Paragraph III.A. The Parties shall submit a draft order, entitled “Order Granting Preliminary Approval of Class and Collective Action Settlement,” substantially in the form attached hereto as Exhibit B, for the Court’s review and approval.

DD. **“Proposed Settlement Notice.”** “Proposed Settlement Notice” means the Notice Regarding Proposed Settlement of Class and Collective Action to be sent to Class Workers after

the Court grants Preliminary Approval of the Agreement, substantially in the form attached to this Agreement as Exhibit A.

EE. **“Released Claims.”** “Released Claims” means: any and all state and local wage and hour claims that were or could have been asserted based on the facts alleged in the Complaint, including, but not limited to, any and all claims predicated on the alleged misclassification of Class Workers and Named Plaintiffs as independent contractors, whether known or unknown. The Released Claims include liquidated or punitive damages based on said claims and are intended to include all claims described or identified herein through the date of Preliminary Approval.

FF. **“Released FLSA Claims.”** “Released FLSA Claims” means any and all federal wage and hour claims that were or could have been asserted based on the facts alleged in the Complaint, including, but not limited to, those brought under the FLSA and any claims predicated on the alleged misclassification of Class Workers and Named Plaintiffs as independent contractors, whether known or unknown. The Released FLSA Claims include liquidated damages based on said claims and are intended to include all claims described or identified herein through the date of Preliminary Approval. The Releases defined in Paragraphs I.EE and I.FF do not apply to any rights or claims that may arise after the date of Preliminary Approval; nor shall any provision in this Agreement be interpreted to waive or extinguish any benefit, rights, claims, or causes of action which may not be infringed, limited, waived, released, or extinguished by private agreement and/or as a result of any law, statute, or ordinance.

GG. **“Released Parties.”** “Released Parties” means Defendant and its present and former affiliates, divisions, members, joint venture partners, subsidiaries, parents, predecessors, any merged entity or merged entities and/or its or their present and former officers, partners, directors, employees, agents, attorneys, shareholders and/or successors, insurers or reinsurers,

employee benefit plans, assigns, trustees, heirs, administrators, executors, representatives and/or principals thereof, and all persons or entities acting by, through, under or in concert with any of them, and any individual or entity that could be jointly liable with any of them, including but not limited to any assisted living facility or skilled nursing facility managed by Defendant, as well as ShiftKey, LLC, and its related entities but only to the extent those claims relate specifically to the work Class Workers performed at a healthcare facility managed by Americare through ShiftKey, LLC.

HH. **“Service Payments.”** “Service Payments” means the amount approved by the Court to be paid to the Named Plaintiffs and Opt-in Plaintiff as described in Paragraph II.D, in addition to their Settlement Checks, in recognition of their efforts in coming forward as Named Plaintiffs and Opt-in Plaintiff, assisting in the prosecution of the Litigation, or otherwise benefiting the Settlement Class.

II. **“Settlement Administrator.”** “Settlement Administrator” refers to Analytics Consulting LLC.

JJ. **“Settlement Administration Costs.”** “Settlement Administration Costs” means the fees and costs incurred by the Settlement Administrator in administering the settlement as described in this Agreement.

KK. **“Settlement Checks.”** “Settlement Checks” means the checks issued to Class Members for their proportionate share of the Net Settlement Fund calculated in accordance with this Agreement.

## **II. PAYMENTS, SETTLEMENT FUND AND ALLOCATION**

A. Allocation of the Net Settlement Fund: The Net Settlement Fund will be allocated as follows: Each Class Member shall receive a minimum payment of \$100, with the remaining

amount to be allocated *pro rata* based on the amount of unpaid overtime wages each Class Member would have received if Defendant classified them as employees instead of as independent contractors and paid according to the rates obtained through ShiftKey based on Class Counsel's estimations. Upon Final Approval of this Class and Collective Settlement Agreement, Defendant will place the Net Settlement Fund into a Qualified Settlement Fund ("QSF") overseen by the Settlement Administrator.

B. Participation in Settlement by Class Workers

1. Class Workers may elect to "opt out" of the Settlement Class and thus exclude themselves from the Litigation, the Settlement, and the Settlement Class. Class Workers who wish to exercise this option must comply with the instructions in the Proposed Settlement Notice attached hereto as Exhibit A which is incorporated herein by this reference as though set forth in full. If the required written notification of exercising the right to opt out is not received by Class Counsel from a Class Worker and postmarked on or before the Opt Out Response Deadline, then that Class Worker will be deemed to (a) have forever waived his or her right to opt out of the Settlement Class; (b) be a member of the Settlement Class; and (c) have forever released the Released Claims against the Released Parties. The funds that Class Workers who opt out would have been entitled to will be included in the Net Settlement Fund allocation to Class Members on a *pro rata* basis as described in Paragraph II.A.

2. Eligible Class Workers who timely and properly exercise their right to opt out shall have no further role in the Litigation, and for all purposes shall be regarded as if they never were either a party to this Litigation or a Class Member, and thus they shall not be entitled to any benefit as a result of the Litigation, this Agreement and the settlement that it evidences, nor will they have released any claims they may have against the Released Parties.

3. Class Workers who do not opt out of the Settlement Class pursuant to Paragraph II.B, *i.e.*, Class Members, may object to the Agreement by submitting written objections to the Court and mailing copies of their written objection so that they are received by Settlement Administrator and are postmarked no later than the Opt Out Response Deadline. Any objections must be timely submitted as required in this Paragraph or else they will be waived. The Proposed Settlement Notice shall advise Class Members of this option. Settlement Administrator shall immediately provide copies of any such objections to Class Counsel and Counsel for Defendant.

4. Class Members who negotiate their Settlement Checks on or before the Participation Deadline will become Participating Class Members and shall be deemed to have waived the Released FLSA Claims against the Released Parties. Each Settlement Check shall contain the following language on the back of the check above the Class Member's signature line: "I understand and agree that by signing this check, I am consenting to join *Lyon et al. v. Americare Systems Inc. d/b/a Americare Senior Living*, Case No. 24-03207-CV-S-BP." Class Members who do not timely negotiate their Settlement Checks will not be deemed to have waived the Released FLSA Claims against the Released Parties. Consistent with the law, however, the statute of limitations for an FLSA claim continues to run until a person affirmatively opts-in to, or files, an FLSA action.

C. Plaintiff Lyon Settlement Amount. Upon Final Approval of this Class and Collective Settlement Agreement, Defendant will tender a negotiable check in the amount of \$1,000 to Plaintiff Lyon through Class Counsel.

D. Service Payments to Named Plaintiffs and Opt-in Plaintiffs. In recognition of their efforts in coming forward as Named Plaintiffs and Opt-in Plaintiffs, assisting in the prosecution of the Litigation, and otherwise benefiting the Settlement Class, Named Plaintiffs will request Service

Payments as follows: Plaintiff Lyon's Service Payment shall not exceed the total amount of \$5,000; Plaintiff Helen Antonio's Service Payment shall not exceed the total amount of \$2,500; Plaintiff Andrea Brown's Service Payment shall not exceed the total amount of \$2,500, and Opt-In Plaintiff Natasha Davis's Service Payment shall not exceed the total amount of \$1,000. Service Awards approved by the Court shall be paid out of the Class Settlement Fund.

Defendant will not oppose the above requests for Service Payments. In the event that the Court does not approve the amount of Service Payments requested, the settlement will proceed. This Agreement is not contingent upon the Court's approval of the request for Service Payments in any amount. This Agreement will be modified to reflect any amount that is approved by the Court. Any amount allocated as Service Payments under this Agreement, but not approved by the Court, shall be included in the Net Settlement Fund and allocated to Class Members as described in Paragraph II.A.

E. Payment of Attorneys' Fees and Expenses. Class Counsel will apply to the Court for approval of separately negotiated attorneys' fees and expenses in an amount not to exceed \$556,887. Defendant will not oppose such application. In the event the Court does not approve the amount of the requested attorneys' fees or expenses, the settlement will proceed. This Agreement is not contingent upon the Court's approval of the requested attorneys' fees or expenses in any amount and will be modified to reflect the amount(s) approved by the Court.

F. Release of Claims.

1. Upon the Effective Date and after Defendant has paid the Maximum Settlement Amount to the Qualified Settlement Fund ("QSF") pursuant to Paragraph III.B, Named Plaintiff and each of the Class Members, on behalf of themselves and each of their heirs, representatives, successors, assigns, and attorneys, shall be deemed to have, and by operation of

the Judgment shall have, fully, finally, and forever released, dismissed with prejudice, relinquished, and discharged all Released Claims as defined in Paragraph I.EE herein, regardless of whether they negotiate their Settlement Checks.

2. Further, upon the date(s) that Class Members negotiate their Settlement Checks, on behalf of themselves and each of their heirs, representatives, successors, assigns, and attorneys, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, dismissed with prejudice, relinquished, and discharged all Released FLSA Claims as defined in Paragraph I.FF herein.

3. For the avoidance of doubt, Plaintiffs Helen Antonio's, Andrea Brown's, and Opt-in Plaintiff Natasha Davis's respective claims will be considered satisfied and released through the issuance of Settlement Checks to them through the Net Settlement Fund Allocation described in Paragraph II.A., including FLSA and state law claims, based on the facts alleged in the Complaint, and Plaintiffs Helen Antonio, Andrea Brown, and Opt-in Plaintiff Natasha Davis agree those claims will be dismissed with prejudice.

4. Plaintiff Michelle Lyon's claims will be considered satisfied and released through the issuance of a negotiable check to Plaintiff Lyon for Plaintiff Lyon's Settlement Amount described in Paragraph II.C, including FLSA and state law claims, based on the facts alleged in the Complaint, and Plaintiff Lyon agrees those claims will be dismissed with prejudice.

### **III. THE SETTLEMENT PROCESS**

A. Court Approval of Settlement and Dismissal of Case. As soon as practicable and without undue delay, Named Plaintiffs will move for the Court's Preliminary Approval of the terms of this Agreement (which Defendant will not oppose) and, upon Final Approval, Named Plaintiffs will seek the Court's dismissal of the Litigation with prejudice, on the condition that the

Court retain jurisdiction to administer and enforce the terms of this Agreement, to the extent allowed by law.

1. The Parties shall provide to the Court for review and approval this Agreement, with exhibits, including (a) the proposed Preliminary Approval Order in substantially the form attached as Exhibit B, (b) the Proposed Settlement Notice, attached as Exhibit A; and such other information as the Court may request.

2. The Parties shall cooperate and take all necessary steps to effectuate judicial approval of the Agreement. Should the Court not approve the Agreement, the Parties will retain all rights and defenses in the Litigation, and all negotiations and information and materials pertaining in any way to this Agreement or the settlement of the Litigation will be inadmissible. In such an event, the Parties agree in good faith to negotiate about appropriate revisions and re-submit for the Court's approval. In the event this settlement is never approved by the Court, the Parties will retain all rights and defenses in the Litigation, and all negotiations and information and materials pertaining in any way to this Agreement or the settlement of the Litigation will be inadmissible.

3. Within ten (10) days following the filing of this Agreement with the Court, Defendant shall serve upon the Office of the Attorney General of the United States and the appropriate State official of each State in which any Class Member resides, as determined by Defendant's records, a notice of the proposed settlement in compliance with the requirements of the Class Action Fairness Act, 28 U.S.C. § 1715 ("CAFA").

4. Final Approval. At least thirty (30) days after the Opt Out Response Deadline the Court shall set the Final Settlement Approval Hearing. Prior to the Final Settlement Approval Hearing, Plaintiff will move the Court for entry of the Final Approval Order and the

associated Judgment (which Defendant will not oppose). The Parties shall make all reasonable efforts to secure entry of the Final Approval Order and the associated Judgment. If the Court rejects their request, fails to enter the Final Approval Order, or fails to enter the Judgment, this Agreement shall be void *ab initio*, and Defendant shall have no obligations to make any payments under the Agreement. At the time the motion is filed requesting Final Approval, Named Plaintiffs, Opt-in Plaintiff, and Class Counsel also shall make an application for attorneys' fees and expenses and the Service Payments in accordance with the terms of this Agreement.

B. Settlement Administration. If the Court grants Preliminary Approval of this Agreement, the settlement will be administered by the Settlement Administrator. Reasonable fees and expenses of the Settlement Administrator shall be paid from the Class Settlement Fund. In no circumstances will any administration of the settlement, including issuance of the Proposed Settlement Notice, occur unless and until the Court grants Preliminary Approval as set forth in Paragraph III.A. The Parties agree to the following procedure for administration of the settlement:

1. Collection and Validation of Contact and Wage Information.

a. Within fourteen (14) days of Preliminary Approval, Defendant and/or Class Counsel shall provide the names and addresses ("Contact Information") of Class Workers and wage or other data needed for purposes of allocating the Net Settlement Fund ("Wage Information") to the Settlement Administrator. Any and all information provided by Defendant or Class Counsel shall be held in confidence and shall be used solely for purposes of effectuating this Agreement. This information shall not be disclosed to Named Plaintiffs or Class Workers.

b. Upon receipt of the Contact Information and Wage Information, the Settlement Administrator shall calculate the estimated amount of the Settlement Checks for each Class Worker in accordance with Paragraph II.A.

2. Issuance of Proposed Settlement Notice to Class Workers.

a. Within fourteen (14) days of receiving the Contact Information and the Wage Information, the Settlement Administrator shall issue the Proposed Settlement Notice, as approved by the Court, in substantially the form attached hereto and made a part of this Settlement Agreement as Exhibit A to all Class Workers. The Proposed Settlement Notice shall inform Class Workers of their right to opt-out of the settlement, object to the settlement, or participate in the settlement, and the approximate amount they are entitled to receive if they participate. If the Proposed Settlement Notice sent to Class Workers is returned as undeliverable, the Settlement Administrator shall promptly undertake reasonable steps including performing a skip trace to determine the Class Employee's current address and, if an additional address is located, to send the Proposed Settlement Notice to the additional address.

b. Class Workers shall have a deadline of forty-five (45) days from the date the Proposed Settlement Notice is first mailed and/or emailed to opt out of the settlement by fully complying with the requirements for doing so as set forth in the Proposed Settlement Notice attached hereto as Exhibit A. If the Settlement Notice sent to a Class Worker is returned as undeliverable, but the Settlement Administrator locates an additional address for the Class Employee and thereafter sends the Proposed Settlement Notice to that additional address, then that Class Employee shall have a deadline of the earlier of thirty (30) days from the date the Proposed Settlement Notice was mailed to the additional address to opt out of the settlement or seventy-five (75) days from date the Settlement Administrator first mailed the Proposed Settlement Notice to Class Employees. Requests for exclusion from the Settlement must be returned via U.S. First Class Mail and be postmarked by the Opt Out Response Deadline, which shall be specified in the Proposed Settlement Notice, to be timely.

c. If the Court grants Preliminary Approval of this Agreement, the Settlement Administrator shall establish a QSF pursuant to 26 C.F.R. § 1.468B-1 for the purposes of administering the Settlement on or before the Effective Date. The Parties shall provide the Settlement Administrator with all necessary cooperation for the creation of the QSF, including but not limited to the execution of all necessary documents.

d. Defendant shall fund the QSF with the Maximum Settlement Fund within fifteen (15) business days of the Effective Date.

e. A settlement email address and toll-free phone number will also be maintained by the Settlement Administrator.

3. Issuance of the Payments under This Agreement.

a. Within fourteen (14) days of the date Defendant funds the QSF with the Maximum Settlement Amount, the Settlement Administrator shall issue (i) the Settlement Checks allocated from the Net Settlement Fund in accordance with Paragraph II.A to Class Members; (ii) a check or wire transfer (at Class Counsel's option) in the amount of any Court-approved attorneys' fees and costs to Class Counsel; (iii) a check in the amount of Plaintiff Lyon's Settlement Amount to Plaintiff Lyon to be delivered to Class Counsel, and (iv) checks in the amount of any Court-approved Service Payment payable to Named Plaintiffs or Opt-in Plaintiffs to be delivered to Class Counsel.

b. The Settlement Checks shall be valid and negotiable for a period of one hundred and twenty (120) days from issuance ("Participation Deadline"). Any Settlement Checks that are not cashed or deposited within one hundred and twenty (120) days from issuance shall become void. Sixty (60) days prior to the Participation Deadline, Class Counsel shall issue

reminder postcards or letters to each of the Class Members who have not negotiated his or her Settlement Check by that date.

c. At the end of the one hundred and twenty (120) day period from the date the Settlement Checks were mailed, Named Plaintiffs, Opt-in Plaintiff, and the Class Members shall remain bound by this Agreement, their respective Releases, and the Final Order Approving Settlement, notwithstanding any failure to cash or deposit any Settlement Check issued pursuant to this Section.

C. Unclaimed Monies.

1. Any portion of the Net Settlement Fund that is not claimed by Class Members because those individuals did not timely negotiate their Settlement Checks (the “Unclaimed Monies”) shall be transferred to the State of Missouri’s Unclaimed Property Fund to be held for that Class Member.

2. The Settlement Administrator shall effectuate the distribution of the money described above in Paragraph II.C.1, no later than thirty (30) days after the Participation Deadline, and confirm compliance with Class Counsel.

D. Tax Treatment of Settlement Checks.

1. For tax purposes, 50% of each Settlement Check shall be treated as back wages, and the other 50% of each Settlement Check shall be treated as interest, any applicable penalties, liquidated damages and other non-wage relief.

2. Payments treated as back wages shall be made net of all applicable employment taxes, including, without limitation, federal, state, and local income tax withholding and the employee share of the FICA tax, and shall be reported to the Internal Revenue Service (“IRS”) and other appropriate taxing authorities (together with the IRS, the “Taxing Authorities”)

and the payee under the payee's name and Social Security number on an IRS Form W-2. All applicable income and payroll taxes, including Employer Payroll Taxes, shall come out of the Net Settlement Fund. The Class Worker shall have the sole responsibility of his or her portion of all applicable income and payroll taxes.

3. Payments treated as interest and/or liquidated damages shall be made without withholding and shall be reported to the Taxing Authorities and the payee, to the extent required by law, under the payee's name and Social Security number on an IRS Form 1099.

4. The Settlement Administrator shall be responsible for determining the appropriate number of exemptions to be used in calculating payroll tax and withholding, deciding the appropriate tax rate, and issuing IRS Forms W-2 and Forms 1099 as appropriate.

E. Tax Treatment of Attorneys' Fees and Expenses. Within seven (7) calendar days following Final Approval, Class Counsel shall provide Defendant with a duly completed IRS Form W-9. The payments provided by Paragraph II.E shall be considered attorneys' fees and expenses, and reported on behalf of Class Counsel to the Taxing Authorities on a Form 1099 issued to Class Counsel by Defendant, provided Defendant has timely received a duly completed Form W-9 from Class Counsel.

F. Tax Treatment of Service Payment. The Service Payments paid to Named Plaintiffs and Opt-in Plaintiffs under this Agreement shall be reported as non-wage income to the Taxing Authorities on a Form 1099 issued to the Named Plaintiff by Defendant.

G. Responsibility for Taxes.

1. Defendant is only responsible for the Employer Payroll Taxes arising from the payments under this Agreement, which shall be paid out of the Net Settlement Fund. In the event that it is determined by the Taxing Authorities that Class Counsel, Named Plaintiffs, and/or

any Class Member owes any additional taxes with respect to any attorneys' fees or expenses, any Service Payment, or any Settlement Check distributed under this Agreement, it is expressly agreed that the determination of any tax liability is between Class Counsel, Named Plaintiffs, and/or the Class Members and the Tax Authorities, and that Defendant will not be responsible for the payment of such taxes, including any interest and penalties.

2. Class Counsel, Counsel for Defendant, and Defendant make no representations, and it is understood and Named Plaintiffs agree on behalf of Class Members, that Class Counsel, Counsel for Defendant, and Defendant have made no representations, as to the taxability of any portions of the Settlement Check to Named Plaintiffs or any Class Member, the payment of any costs or award of attorneys' fees and expenses to Class Counsel, or any Service Payment to Named Plaintiffs or Opt-in Plaintiff. The Proposed Settlement Notice will advise Class Workers to seek their own tax advice prior to acting in response to the Notices. Neither Class Counsel nor Counsel for Defendant intend anything contained herein to constitute legal advice regarding the taxability of any amount paid hereunder, nor will it be relied upon as such.

3. Named Plaintiff and/or any Class Member agree to indemnify and hold harmless Defendant and Released Parties for any taxes, penalties, interest, or other amounts due or owing by Defendant for any taxes due or owed by Named Plaintiff, and/or any Class Member on any portion(s) of the Settlement Check to any Named Plaintiff, or any Class Member, or any Service Payment to Named Plaintiff. Other than as set forth above, and as required by law, Defendant will not make from the payment to Named Plaintiff, and/or any Class Member any deductions, withholdings, or additional payments, including without limitation, medical or other insurance payments or premiums, employee 401(k) contributions or matching employer contributions, wage garnishments, or charity withholdings, and entry of the Final Judgment shall

be deemed authority not to make such deductions, withholdings, or additional payments. Any amount paid to Named Plaintiff and/or any Class Member shall not create any credit or otherwise affect the calculation of any deferred compensation, benefit, pension, or other compensation or benefit plan provided by Defendant.

H. Other Responsibilities of Settlement Administrator, Class Counsel and/or Counsel for Defendant.

1. The Settlement Administrator shall provide periodic updates to Class Counsel and Counsel for Defendant regarding Class Employee opt outs, Class Member objections, and Settlement Check negotiation rates.

2. The Settlement Administrator shall keep a log of all communications with any Class Workers and shall be responsible for responding to inquiries about the settlement. In the event any Class Worker requests to speak to Class Counsel or has a question that seeks legal advice about the settlement, the Settlement Administrator shall provide that person with Class Counsel's contact information, including telephone number, email address, and mailing address. The Settlement Administrator shall forward all other unresolved questions or issues in writing to Class Counsel and Counsel for Defendant, who will work jointly to attempt to provide a resolution.

3. In communications to Class Workers, the Settlement Administrator and the Parties will cooperate to facilitate the purposes of the settlement. Any communication between Class Counsel and a Class Worker shall not discuss any other Class Worker's decision to participate (or not to participate) in this Settlement or allocation of money thereunder.

4. Within seven (7) days of the Opt Out Response Deadline for all Class Employees, the Settlement Administrator shall provide Defendant and Class Counsel with a list of the names and addresses of all Class Workers (a) who have opted out of the settlement; (b) who do not opt out of the settlement; and (c) the final allocations of amounts to be distributed to each

of the Class Members. Once the final allocations have been calculated, payments to each Class Member will be in accordance with those allocations.

#### **IV. NON-ADMISSION OF LIABILITY**

This Agreement shall not in any way be construed as an admission by Defendant that it has acted wrongfully with respect to Named Plaintiff, Class Workers, or to any other person, collectively or individually, and Defendant specifically disclaims any liability to or wrongful acts against Named Plaintiff, Class Workers, or any other person, on the part of Defendant or the Released Parties.

#### **V. COURT RETAINS JURISDICTION TO ENFORCE AGREEMENT**

The Court shall retain jurisdiction with respect to the implementation and enforcement of the terms of the Agreement, to the extent permitted by law, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Agreement. This retention of jurisdiction encompasses any disagreement among the Parties concerning the final forms of the Notices or other documents necessary to implement this Agreement, and all other disputes regarding the Agreement and its implementation. Any action to enforce this Agreement shall be commenced and maintained only in this Court.

#### **VI. GOVERNING LAW**

This Agreement is made and entered into in the State of Missouri and shall in all respects be interpreted, enforced, and governed by and under the laws of the State of Missouri. Any legal action relating to this Agreement shall be brought in the United States District Court for the Western District of Missouri, Western Division.

#### **VII. COOPERATION CLAUSE**

The Parties agree to cooperate to effectuate the settlement of the Litigation, including securing the Court's approval of the Agreement, assisting with the administration of the settlement

in accordance with the terms of this Agreement, and obtaining a final dismissal. The Parties further agree to cooperate to the extent reasonably necessary to effect and implement all terms and conditions of the Agreement and to exercise their best efforts to accomplish the terms and conditions of the Agreement, including but not limited to obtaining the dismissal, transfer to the Court, or stay of any pending or subsequently-filed class or collective action lawsuit that alleges any of the claims covered by the Releases herein.

#### **VIII. ASSIGNMENTS**

The Named Plaintiff and Class Counsel represent that they have not assigned or transferred, or purported to assign or transfer, to any person or entity any claim or any portion thereof or interest therein, including, but not limited to, any interest in the Litigation, or any related action.

#### **IX. BINDING AGREEMENT**

This Agreement shall be binding upon the Parties and upon their respective heirs, administrators, representatives, executors, successors, and assigns, and shall inure to the benefit of Defendant and to its respective heirs, affiliates, administrators, representatives, executors, successors, and assigns.

#### **X. ARM'S LENGTH TRANSACTION; MATERIALITY OF TERMS**

The Parties have negotiated all the terms and conditions of this Agreement at arm's length. All terms and conditions of this Agreement in the exact form set forth in this Agreement are material to this Agreement and have been relied upon by the Parties in entering into this Agreement.

#### **XI. SEVERABILITY**

Should any clause, sentence, provision, Paragraph, or part of this Agreement be adjudged by any court of competent jurisdiction, or be held by any other competent governmental authority

having jurisdiction, to be illegal, invalid, or unenforceable, such judgment or holding shall not affect, impair, or invalidate the remainder of this Agreement, but shall be confined in its operation to the clause, sentence, provision, Paragraph, or part of the Agreement directly involved, and the remainder of the Agreement shall remain in full force and effect.

## **XII. WAIVERS AND MODIFICATIONS TO BE IN WRITING**

No waiver, modification, or amendment of the terms of this Agreement, whether purportedly made before or after the Court's Preliminary or Final Approval of this Agreement, shall be valid or binding unless in writing, signed by or on behalf of all Parties, and then only to the extent set forth in such written waiver, modification, or amendment subject to any required Court approval. Any failure by any party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of future performance of the same provisions or of any of the other provisions of this Agreement, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

## **XIII. CAPTIONS**

The captions or headings of the sections and paragraphs of this Agreement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Agreement.

## **XIV. CONSTRUCTION**

The determination of the terms and conditions of this Agreement has been by mutual agreement of the Parties. Each party participated jointly in the drafting of this Agreement, and therefore the terms and conditions of this Agreement are not intended to be, and shall not be, construed against any party by virtue of draftsmanship.

## **XV. SOLE AND ENTIRE AGREEMENT**

This Agreement, including Exhibits A through C attached hereto, set forth the entire agreement between the Parties hereto. This Agreement fully supersedes any and all prior oral or written agreements or understandings between the Parties hereto pertaining to the subject matter hereof. This Agreement may only be modified in writing as set forth above.

## **XVI. EXTENSIONS OF TIME**

If any deadlines related to this Agreement cannot be met, Class Counsel and Counsel for Defendant shall meet and confer to reach agreement on any necessary revisions of the deadlines and timetables set forth in this Agreement. In the event that the Parties fail to reach such agreement, any of the Parties may apply to the Court via a noticed motion for modification of the dates and deadlines in this Agreement.

## **XVII. FACSIMILE/ELECTRONIC SIGNATURES**

Any signature made and transmitted by facsimile or email for the purpose of executing this Agreement shall be deemed an original signature for purposes of this Agreement and shall be binding upon the party whose counsel transmits the signature page by facsimile or email.

## **XVIII. THIRD PARTY BENEFICIARIES**

The Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto; but this Agreement is not designed to and does not create any third party beneficiaries other than third parties that are identified as Released Parties as defined in Paragraph I.HH.

## **XIX. COUNTERPARTS**

This Agreement may be executed in two or more counterparts, each of which counterpart shall be deemed to be an original, and all such counterparts shall constitute one and the same

instrument.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

**NAMED PLAINTIFFS:**

DATED: Apr 29, 2026

*Michelle Lyon*

By: Michelle Dawn Lyon (Apr 29, 2026 16:36:22 CDT)  
Michelle Lyon

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
Helen Antonio

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
Andrea Brown

**OPT-IN PLAINTIFF**

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
Natasha Davis

**DEFENDANT:**

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
On Behalf of Americare Systems, Inc.

**CLASS COUNSEL AS TO FORM AND CONTENT:**

STUEVE SIEGEL HANSON LLP

DATED: \_\_\_\_\_

By: \_\_\_\_\_

THE LAW OFFICE OF TOM WAGSTAFF JR, LLC

DATED: \_\_\_\_\_

By: \_\_\_\_\_

**NAMED PLAINTIFFS:**

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
Michelle Lyon

DATED: Apr 29, 2026

By: *Helen L. Antonio*  
Helen Antonio

DATED: Apr 29, 2026

By: *ADL*  
Andrea D Brown (Apr 29, 2026 12:44:20 CDT)  
Andrea Brown

**OPT-IN PLAINTIFF**

DATED: Apr 29, 2026

By: *Natasha Davis*  
Natasha Davis (Apr 29, 2026 14:33:28 CDT)  
Natasha Davis

**DEFENDANT:**

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
On Behalf of Americare Systems, Inc.

**CLASS COUNSEL AS TO FORM AND CONTENT:**

STUEVE SIEGEL HANSON LLP

DATED: April 30, 2026

By: *Steve Siegel*

THE LAW OFFICE OF TOM WAGSTAFF JR, LLC

DATED: April 30, 2026

By: *[Signature]*

**NAMED PLAINTIFFS:**

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
Michelle Lyon

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
Helen Antonio

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
Andrea Brown

**OPT-IN PLAINTIFF**

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
Natasha Davis

**DEFENDANT:**

DATED: 5-1-2026

By:   
On Behalf of Americare Systems, Inc.

**CLASS COUNSEL AS TO FORM AND CONTENT:**

STUEVE SIEGEL HANSON LLP

DATED: \_\_\_\_\_

By: \_\_\_\_\_

THE LAW OFFICE OF TOM WAGSTAFF JR, LLC

DATED: \_\_\_\_\_

By: \_\_\_\_\_