

**IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MISSOURI
SOUTHERN 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

**OFFICIAL COURT NOTICE REGARDING
PROPOSED SETTLEMENT OF CLASS AND COLLECTIVE ACTION**

PLEASE READ THIS NOTICE CAREFULLY

You are receiving this Court-authorized Notice because you worked for a skilled nursing or assisted living facility (“Facility”) in Missouri that is managed by Defendant Americare Systems, Inc. d/b/a Americare Senior Living (“Americare”) and obtained your position through ShiftKey, LLC (“ShiftKey”) between the dates of July 17, 2021 through December 12, 2025.

Your estimated settlement payment is \$[Settlement Amount]. You do not need to take any steps to receive that settlement payment. However, if you want to participate in the settlement, you need to act now.

A federal court authorized this Notice. This is not a solicitation from a lawyer.

Plaintiffs Michelle Lyon, Helen Antonio, and Andrea Brown (“Named Plaintiffs”) worked as healthcare professionals at a Facility managed by Defendant Americare through a third-party staffing application, ShiftKey. They filed a lawsuit on behalf of themselves and other similarly situated healthcare professionals against Americare alleging, among other things, that Americare violated the Fair Labor Standards Act (“FLSA”) and the Missouri Minimum Wage Law (“MMWL”) by classifying them as independent contractors and failing to compensate them for the mandated overtime premium pay for hours worked more than forty (40) in a workweek. This alleged misclassification resulted in underpayment of overtime wages, which the Plaintiffs seek to recover, among other things, in this lawsuit.

Although Americare denies the allegations in the Complaint, the Parties have agreed to settle this dispute for the purpose of avoiding further disputes and litigation with its attendant risk, expense, and inconvenience. The Court has

not made any ruling on the merits of the claims, and no Party has prevailed in the lawsuit. However, the Court has reviewed and preliminarily approved this settlement and this Notice.

The settlement monies are being used to pay certain current and former workers at a Facility managed by Defendant, to pay attorneys' fees, litigation expenses, and service payments. Defendant will not take an adverse action against any person covered by the settlement whether or not he or she accepts a settlement payment.

Under the allocation formula created by the settlement, you are being offered an estimated settlement payment of approximately **[\$[Settlement Amount]**, which you will receive via paper check in the mail if the Court grants final approval of the settlement and you do not submit a written request to opt out of the settlement (described in Section 8 below). This amount is based on the amount of overtime wages you would have received at Americare-managed Facilities from July 17, 2021, through December 12, 2025, had you been classified as an employee instead of as an independent contractor.

Your decisions have legal consequences for you. You have a choice to make: whether or not to settle your FLSA and MMWL claims.

YOUR LEGAL RIGHTS AND OPTIONS	
IF YOU WANT TO SETTLE YOUR FLSA AND MMWL CLAIMS	<p>You do not need to do anything to settle your FLSA and MMWL claims. That is, by NOT submitting a written request to opt out of the settlement, you will settle your MMWL claims, will be bound by the release of the Released Claims (defined in Section 7 of this Notice), and you will receive via paper check in the mail an estimated settlement payment of approximately [\$[Settlement Amount] representing your share of the settlement fund. If you choose to cash that check, you will be affirmatively electing to opt-in to the FLSA collective action and further bound by the release of the Released FLSA Claims (defined in Section 7 of this Notice).</p> <p>If you do nothing and fail to cash your settlement check, you will be bound by the release of the Released Claims (defined in Section 7 of this Notice) but will not be bound by the release of the Released FLSA Claims (defined in Section 7 of this Notice).</p>
IF YOU DO NOT WANT TO SETTLE YOUR FLSA AND MMWL CLAIMS	<p>If you timely submit a written request to opt out of the settlement, you will receive nothing under the settlement, but you will not be bound by the release of any of the claims described in this Notice.</p>

- These rights and options are explained more fully below.

BASIC INFORMATION

1. Why did I get this notice?

Americare's and ShiftKey's records show you are a member of the following group of people that the Court has determined to be part of the Settlement Class in this lawsuit:

All persons who worked at a facility in Missouri managed by Americare Systems, Inc. and 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.

You are receiving this Notice because, as a proposed Settlement Class Member, you have a right to know about the settlement of a class action lawsuit that affects your rights. This Notice explains the lawsuit, the settlement, and your rights and options.

The Court supervising this case is the U.S. District Court for the Western District of Missouri. The lawsuit is known as *Lyon, et al. v. Americare Systems, Inc. d/b/a Americare Senior Living*, Case No. 6:24-CV-03207-S-BP.

2. What is this lawsuit about?

The Complaint alleges that the Defendant violated the FLSA, the MMWL, and state common law by misclassifying workers as independent contractors who worked at a facility managed by Americare Systems, Inc. through ShiftKey. As a result, Americare failed to pay these workers all legal wages, including the overtime premium for hours worked more than 40 in a workweek. Americare denies all the claims asserted in the Complaint and maintains that it correctly classifies these workers as independent contractors and has paid them all legal wages owed.

3. Why is there a proposed settlement?

The Court did not decide in favor of Named Plaintiffs or Defendant, and no Party prevailed. The Parties agreed to a settlement to avoid further disputes and the risk, expense, and inconvenience of litigation.

On June 24, 2026, the Court granted preliminary approval of the proposed settlement. The Court will decide whether to give final approval to the proposed settlement in a hearing scheduled for October 6, 2026 (“Final Approval Hearing”). See Section 12 below for details.

The Named Plaintiffs and their attorneys believe that this settlement is a good outcome for all individuals covered by the proposed settlement. But if you believe the settlement is not in your interests, you are eligible to opt out of the settlement. See Section 8 below for details.

THE SETTLEMENT BENEFITS - WHAT YOU GET

4. What does the settlement provide?

A Class Settlement Fund of \$192,113 will be used to pay all settlement payments to individuals covered by the Settlement, the Court-approved service payments to the Named Plaintiffs and an Opt-In Plaintiff, and the Settlement Administrator’s fees and costs. The Settlement funds are being divided among the individuals covered by the Settlement according to an allocation formula. As part of the settlement, Americare agreed not to oppose a request by Class Counsel for court approval of separately negotiated attorneys’ fees and expenses in an amount not to exceed \$556,887. The separate payment of Class Counsel’s attorneys’ fees and expenses does not decrease or affect in any way the amount of money available to Class Members and Collective Members.

5. What are the Plaintiffs asking for on behalf of the Class?

Based on the allocation formula that has been approved by the Court, you will be receiving an estimated settlement payment of approximately **[\$Settlement Amount]**. The \$192,113 Class Settlement Fund will first be used to pay any approved Service Awards to the Named Plaintiffs and an Opt-In Plaintiff if the Court approves such awards. The Class Settlement Fund will also be used to pay the Settlement Administrator’s fees and costs, which are estimated to total \$11,000. After the deduction of these awards and costs, the remaining, or “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 from July 17, 2021 to December 12, 2025, based on Class Counsel’s analysis of wage and hour data provided by ShiftKey, minus deductions for applicable estimated taxes. This allocation approximates the proportional damage attributable to each claim. The estimated settlement payment provided in the first sentence assumes the Court will award the full requested service awards and the settlement administration costs will total \$11,000. However, your final amount is dependent on the Court’s ultimate decision regarding service awards, the final settlement administration costs, and whether anyone in the class opts out of the settlement.

Half of each Settlement Check will be treated as back wages for which you will receive an IRS Form W-2, and the other 50% will be treated as interest, any applicable penalties, liquidated damages, and other non-wage relief, and reported on an IRS Form 1099.

Neither Class Counsel nor Defendant makes any representations concerning the tax consequences of your settlement payment. You are advised to obtain personal tax advice prior to acting in response to this Notice.

HOW YOU GET A PAYMENT

6. How do I get my payment?

To receive proceeds from the Settlement, **you do not have to do anything in response to this Notice.**

If the Court grants final approval of the Settlement and you do **not** submit a written request to opt out of the settlement (described in Section 8 below), you will be bound by the release of certain federal, state, and local law claims described in Section 7 below, and you will receive an estimated settlement payment of approximately **[\$[Settlement Amount]** representing your share of the Settlement fund.

If you choose to cash or deposit that check, you will further be bound by the release of federal FLSA claims described in Section 7 below.

7. What am I giving up if I receive proceeds from the settlement?

If you choose to settle your FLSA and MMWL claims and not submit a request for exclusion from the Settlement through the procedure outlined in Section 8 below, you will be deemed to have released 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 (“Released Claims”) against Defendant. “Defendant” includes Americare and also its present and former affiliates, divisions, members, joint venture partners, subsidiaries, parents, predecessors, and any other affiliated entities and persons, such as Defendant’s employees, managers, agents, and representatives. Your release will also include 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 against ShiftKey and its related entities. However, ShiftKey and its related entities are released only to the extent those claims relate specifically to the work you performed at a Facility managed by Americare through ShiftKey, LLC (the entities discussed above, including Defendant, ShiftKey, and their related entities and persons are referred to as the “Released Parties”).

In addition, if you also cash or deposit your forthcoming settlement check, you will be deemed to have further waived, released, and forever discharged any and all federal wage and hour claims that were or could have been asserted based on the facts alleged in the Complaint, including those brought under the FLSA, whether known or unknown (“Released FLSA Claims”) against the Released Parties.

The Released Claims and Released FLSA Claims include liquidated or punitive damages based on said claims and are intended to include all claims described or identified herein through June 24, 2026. However, the Released FLSA Claims and the Released State Claims do not include any rights or claims (i) that may arise after June 24, 2026; or (ii) which may not be infringed, limited, waived, released or extinguished by private agreement and/or as a result of any law, statute, or ordinance.

HOW YOU REQUEST EXCLUSION FROM OR OBJECT TO THE SETTLEMENT

8. What if I do not want to participate in the settlement?

If you do not want to participate in the Class Settlement and retain your right to pursue your own independent action, you must send a letter stating your desire to be excluded from the settlement, include the name of the Litigation, your name, your address, and your signature. The letter must be sent in an envelope addressed to the Settlement Administrator at:

Americare Wage Case
P.O. Box 2006
Chanhassen, MN 55317-2006

In order to be valid, your written request to opt out of the settlement must be received by the Settlement Administrator and be postmarked no later than **AUGUST 20, 2026**. If you timely submit a written request to opt out of the settlement, you will not be eligible to receive any of the benefits under the Settlement. You will, however, retain whatever legal rights you may have against the Released Parties with regard to all of the released claims described above in Section 7. In addition, if you do not opt out of the settlement, you will not retain your rights to later assert the Released Claims regardless of whether you cash the check containing your benefits under the Settlement. However, if you both do not opt out of the settlement and do not cash your check, you will retain your rights as to the Released FLSA Claims.

Questions? Go to www.AmericareWageCase.com or call (855) 586-7002

If you choose to exclude yourself from the settlement or otherwise retain your rights to the Released FLSA Claims, there are time limitations to bring a claim.

9. What if I want to object to the settlement?

If you do not request exclusion from the Settlement but believe the proposed Settlement is unfair or inadequate in any respect, you may object to the Settlement by mailing a copy of your written objection to the Settlement Administrator at the address set forth in Section 8 above.

All objections must be signed and include your address, telephone number, and the name of the Litigation. Your objection should clearly explain why you object to the proposed Settlement and must state whether you or someone on your behalf intends to appear at the Final Approval Hearing. All objections must be filed with the Court or received by the Settlement Administrator, and postmarked by no later than AUGUST 20, 2026. However, if the Settlement Notice sent to you is returned as undeliverable, but the Settlement Administrator locates an additional address for the Class Worker and thereafter sends the Proposed Settlement Notice to that additional address, then you 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 the date the Settlement Administrator first mailed the Proposed Settlement Notice to you. If you submit a timely objection, you may appear, at your own expense, at the Final Approval Hearing, discussed below.

Any Settlement Class Member who does not object in the manner described above shall be deemed to have waived any objections and shall forever be foreclosed from objecting to the fairness or adequacy of the proposed Settlement, the payment of attorneys' fees, litigation costs, the service payment to the Named Plaintiff, the claims process, and any and all other aspects of the Settlement. Likewise, regardless of whether you attempt to file an objection, you will be deemed to have released all of the Released Claims as set forth above in Section 7 unless you request exclusion from the Settlement in accordance with Section 8 above. Further, regardless of whether you attempt to file an objection, you will be deemed to have released all of the Released FLSA Claims if you cash or deposit your settlement check.

THE LAWYERS REPRESENTING YOU

10. Do I have a lawyer in this case?

Yes. The Court has appointed Plaintiffs' counsel as Class Counsel, and they commonly represent the interests of the Plaintiffs and all similarly situated employees who have not requested to be excluded. You will not be charged for these attorneys. You do not need to retain your own attorney to participate as a member of this class action. However, you may consult with any attorney you choose at your own expense before deciding whether to opt out of this settlement. Class Counsel are:

George A. Hanson
Alexander T. Ricke
Stephen D. Ahal
STUEVE SIEGEL HANSON LLP
460 Nichols Road, Suite 200
Kansas City, MO 64112
americarewagecase@stuevesiegel.com

Tom Wagstaff Jr.
Taylor Myers
LAW OFFICE OF TOM WAGSTAFF JR, LLC
6811 Shawnee Mission Pkwy, Suite 314
Overland Park, KS 66202

11. How will the lawyers be paid?

As part of the settlement, Americare agreed not to oppose a request by Class Counsel for court approval of separately negotiated attorneys' fees and expenses in an amount not to exceed \$556,887. This separately negotiated payment of attorneys' fees and expenses to Class Counsel does not decrease or affect the money available to Class Members and Collective Members. In addition, Class Counsel will ask the Court to authorize payment from the Class Settlement Fund of service payments of Plaintiff Lyon of not more than \$5,000, Plaintiff Antonio of not more than \$2,500, Plaintiff Brown of not more than \$2,500, and Opt-In Plaintiff Natasha Davis of not more than \$1,000 to recognize the risks they took and services to the beneficiaries of this Settlement. All of the above-described payments must be approved by the Court as fair, reasonable, and adequate.

FINAL APPROVAL OF THE SETTLEMENT

12. When will the settlement be final and when will I receive my settlement payment?

If the Court grants Final Approval of the settlement, and you did not request exclusion from the settlement, you will receive your settlement payment in the mail a few weeks after Final Approval.

The Court will hold a Final Approval Hearing on the fairness and adequacy of the proposed Settlement, the plan of distribution, Class Counsel's request for attorneys' fees and expenses, and the service payments to the Named Plaintiffs on October 6, 2026, in Courtroom 7B of the U.S. District Court, Western District of Missouri, located at Charles Evans Whittaker U.S. Courthouse, 400 E. 9th Street, Kansas City, MO 64106. The Final Approval Hearing may be continued without further notice to Class Members. You are not required to appear at the hearing to participate in or to opt-out of the Settlement.

FOR MORE INFORMATION

13. Are there more details about the settlement?

This Notice summarizes the proposed settlement. More details are in a Settlement Agreement. You are encouraged to read it. To the extent there is any inconsistency between this Notice and the Settlement Agreement, the provisions in the Settlement Agreement control. You may obtain a copy of the Settlement Agreement by sending a request, in writing, to:

Americare Wage Case
P.O. Box 2006
Chanhassen, MN 55317-2006

14. How do I get more information?

If you have other questions about the settlement or require additional information, you can contact Class Counsel through the Settlement Administrator at 855-586-7002 or AmericareWageCase@noticeadministrator.com. Within 30 days of the mailing or emailing of the notice, which is 15 days prior to the last day Class Members have to object to the settlement or request exclusion, Class Counsel will file a motion for attorneys' fees, expenses, and a service award for the Named Plaintiffs and Opt-In Plaintiff Natasha Davis. You may obtain a copy of that document by contacting the Settlement Administrator, or visiting the case website at www.AmericareWageCase.com.

15. What if my name or address changed before I receive my settlement payment?

If, for future reference and mailings from the Court or Settlement Administrator, you wish to change the name or address listed on the envelope in which the Class Notice was first mailed to you, then you must fully complete, execute, and mail the Change of Name and/or Address Information Form (enclosed with this Notice as Form A).

DATED: JULY 6, 2026

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE.