

# NOTICE OF COLLECTIVE AND CLASS ACTION SETTLEMENT

*in*

## CHI WAGE LITIGATION

*Walkinshaw et al. v. CommonSpirit Health, et al., Case No. 19-cv-03012-BCB-SMB (D. Neb.)*

**Please read this notice carefully and completely.**

**If you are a member of the Settlement Class,  
the Settlement will affect your legal rights.**

***A federal court has authorized this notice. This is not a solicitation from a lawyer.***

Several current and former nurse employees have sued CommonSpirit Health (previously known as Catholic Health Initiatives in Nebraska), CHI Health (doing business as CHI Nebraska), and Saint Elizabeth Regional Medical Center (“SERMC”) (collectively “Defendants”) alleging that they violated the Fair Labor Standards Act and Nebraska state law by failing to properly compensate these nurse employees and other similarly situated nurse employees for work they performed remotely while they were on call.

The Named Plaintiffs and Defendants to this collective and class action have reached a proposed Settlement, and the Court has preliminarily approved the Settlement. This Notice describes the proposed class action Settlement, which, if finally approved by the Court, would mean that you may be eligible to share in the Settlement.

The Settlement will provide for a payment to Class Members based on a Plan of Allocation proposed by Class Counsel. Class Members who did not previously submit a Consent to Join the lawsuit and do not make a claim will be eligible for a minimum payment of either \$15.00 or \$25.00 depending on when Defendants’ data shows that they worked on-call shifts. Based on Defendants’ records, if every Class Member submits a claim and is entitled to receive money from the Settlement, the average payment to a Class Member will be approximately \$193.00 (before deduction of any service awards and costs for settlement administration). The actual amount for each eligible Class Member will vary depending on the number of Claim Forms submitted, the calculations based on that number under the Plan of Allocation, and the award of service awards to Class Representatives and costs for settlement administration as determined by the Court. **Attorneys’ fees and litigation expenses will not reduce your share of the recovery from the Settlement.**

If you received this Notice by email or U.S. Mail, you were identified as a potential Class Member through Defendants’ records.

The Court has preliminarily approved the Settlement. For the Settlement to become final and any payments to be distributed, the Court will need to issue final approval after a final approval hearing, which is currently scheduled for February 10, 2023, at 9:00 a.m. This date is subject to change and you should check the settlement website, which will be updated if the hearing date changes.

This Notice summarizes the Settlement and informs you of your rights under the Settlement. The complete Settlement Agreement, and other information about this lawsuit, are available at [www.chiwagelitigation.com](http://www.chiwagelitigation.com) or by contacting Class Counsel listed below. On the website, you can also submit a claim form.

<b>SUMMARY OF YOUR LEGAL RIGHTS &amp; OPTIONS</b>		
<b>YOU JOINED THE CASE PREVIOUSLY</b>	<b>OPTION #1: DO NOTHING</b>	If you received this Notice <b>and you previously submitted a Consent to Join the lawsuit</b> , you do not need to do anything to participate in the Settlement, but you should submit a claim form to ensure the Settlement Administrator has correct information. Your settlement payment will be distributed to you by check. If your address has changed, be sure to provide the Settlement Administrator with your updated contact information.
<b>YOU DID <u>NOT</u> JOIN THE CASE PREVIOUSLY OR YOU ARE NOT SURE IF YOU JOINED THE CASE PREVIOUSLY</b>	<b>OPTION #1A: SUBMIT A CLAIM FORM</b>	<b>SUBMIT A CLAIM FORM BY MARCH 6, 2023.</b> If you received this Notice and you did not previously submit a Consent to Join the lawsuit, you may complete a Claim Form and submit it by March 6, 2023, to receive money from the Settlement. Your settlement payment will be distributed to you by check.
	<b>OPTION #1B: DO NOTHING</b>	<b>DO NOTHING.</b> If you received this Notice, you did not previously submit a Consent to Join the lawsuit, and you do not submit a Claim Form by March 6, 2023, you will receive a minimum payment of \$25.00 if Defendants' records show that you had an on-call shift before October 31, 2018, or else a minimum payment of \$15.00.
<b>OPTION #2: REQUEST TO BE EXCLUDED</b>		<b>REQUEST TO BE EXCLUDED.</b> You may exclude yourself from or opt out of the Settlement by writing to the Settlement Administrator by December 21, 2022. If you exclude yourself or opt out of the Settlement, you will not receive any payment under the Settlement and will not be entitled to object.
<b>OPTION #3: OBJECT OR COMMENT</b>		<b>OPTION #3: OBJECT/COMMENT.</b> You may write to the Court and explain why you do not like one or more aspects of the proposed Settlement. You must do so by no later than December 21, 2022. You may also appear at the final approval hearing. If you object/comment, you may still be eligible to receive a payment under the Settlement.

If you have any questions after you have read this Notice, contact Class Counsel or the Settlement Administrator; PLEASE DO NOT CONTACT THE COURT OR DEFENDANTS as they may not be able to answer your questions.

## BASIC INFORMATION

### What Is This Lawsuit About?

Plaintiffs Nichole Walkinshaw, Tysha Bryant, April Endicott, Heather Nabity, Meghan Martin, Alandrea Ellwanger, and Troy Stauffer (collectively “the Named Plaintiffs”) brought this Lawsuit under the Fair Labor Standards Act (“the FLSA”) and Nebraska law. The Lawsuit alleges that Defendants required medical nurses employed at several Iowa and Nebraska locations of Defendants to perform uncompensated remote work including, for example, phone calls, emails, and text messages while the nurses were on-call (“Remote On-Call Work”). The Lawsuit claims that Defendants violated the FLSA by failing to pay overtime and the Nebraska Wage and Hour Act (“the NWHA”) by failing to pay a minimum wage and violated the Nebraska Wage Payment and Collection Act (“the NWPCA”), breached Defendants’ contractual obligations and were unjustly enriched as a result of failing to pay wages for Remote On-Call Work pursuant to Defendants’ written on-call policy.

The Lawsuit is an FLSA collective action and a Rule 23 class action brought on behalf of hourly nurse employees who were subject to Defendants’ on-call policies between February 6, 2015 through April 11, 2022.

The Court conditionally certified the Lawsuit on December 17, 2020 as an FLSA collective action to notify certain nurse employees of the opportunity to submit a Consent to Join the Lawsuit on the FLSA claim. Approximately 208 current and former nurse employees submitted Consents to Join the Lawsuit.

Defendants deny that they did anything wrong, and the Court has not ruled on whether Plaintiffs or Defendants will prevail in the Lawsuit.

The Named Plaintiffs and Defendants (collectively “the Parties”) have reached a proposed Settlement of all claims, including the claims of the FLSA collective members who joined the Lawsuit and the Rule 23 class members. The Court has granted preliminary approval of the Settlement.

### What is a Class Action?

A class action is a lawsuit brought under Rule 23 of the Federal Rules of Civil Procedure in which the claims and rights of many people are decided in a single court case. One or more representatives known as “class representatives” file a lawsuit asserting claims on behalf of the entire class. The “Class Representatives” in this case are the Named Plaintiffs identified above.

### Who is a Member of the Settlement Class?

The Court has certified for settlement purposes a Settlement Class consisting of (a) FLSA collective members who previously submitted a Consent to Join the Lawsuit; and (b) members of the Rule 23 Class and Subclasses as defined in the operative Complaint of the Lawsuit who were identified through Defendants’ records.

The Rule 23 Class and Subclasses that the Court has certified are defined as follows:

**Class:** All persons who are or were alleged to be jointly or severally employed by CommonSpirit and/or by its predecessor Catholic Health Initiatives, CHI Health, and/or SERMC, as medical nurses in the State of Nebraska, who were paid an hourly wage, and who were subject to the on-call practice or policy respecting compensation for working remotely while on an on-call shift, from February 6, 2015 through April 11, 2022, at the following locations: the CHI Health Laboratory in Omaha, Nebraska; Creighton University Medical Center in Omaha, Nebraska; Good Samaritan Hospital in Kearney, Nebraska; Immanuel Hospital in Omaha, Nebraska; Lakeside Hospital in Omaha; Midlands Hospital in

Papillion, Nebraska; CHI Health Nebraska Heart in Lincoln, Nebraska; CHI Health – Plainview in Plainview, Nebraska; CHI Health in Schuyler, Nebraska; SERMC; Saint Francis Hospital in Grand Island, Nebraska; and CHI Health – Saint Mary’s in Otoe, Nebraska (collectively “the Locations”).

**2017 Subclass:**

All persons who are a Class Member and were subject to the on-call policy of Defendants respecting compensation for work performed remotely while on an on-call shift from June 1, 2017 until September 30, 2018 at the following locations: Creighton University Medical Center; Good Samaritan Hospital in Kearney, Nebraska; Immanuel Hospital in Omaha, Nebraska; Lakeside Hospital in Omaha; Midlands Hospital in Papillion, Nebraska; Saint Elizabeth Medical Center in Lincoln, NE; and Saint Francis Hospital in Grand Island, Nebraska or at another Location subject to a similar policy.

**2016 Subclass:** All persons who are a Class Member and were subject to the on-call policy of Defendants respecting compensation for work performed remotely while on an on-call shift from March 1, 2016 until May 31, 2017, at Saint Elizabeth Regional Medical Center in Lincoln, NE or at another Location subject to a similar policy.

**Why Did I Get This Notice?**

You received this Notice because the Court ordered that Notice be provided to the Settlement Class. If you received this Notice by mail or email, you were identified from Defendants’ records as a potential member of the Settlement Class. The purpose of this Notice is to provide you with information about the Settlement and your rights, including your right to exclude from or object to the Settlement, before the Court decides whether to finally approve the Settlement.

**THE PROPOSED SETTLEMENT**

**What Are the Terms of The Settlement Agreement?**

The Settlement requires Defendants to pay \$800,000 (“the Class Settlement Amount”) to resolve all of the underlying claims (i.e., claims other than claims for attorneys’ fees and litigation expenses) of the Settlement Class against Defendants arising from the alleged failure to compensate nurse employees for Remote On-Call Work between February 6, 2015 and April 11, 2022. After deduction of any Court-approved service awards to the Class Representatives and settlement administration costs and expenses, the net settlement amount will be distributed to the Settlement Class pursuant to a Court-approved distribution formula called the “plan of allocation.”

**What Will Be My Share of the Settlement?**

The “Net Settlement Amount”—which means the Settlement Amount less service awards and settlement administrative expenses—will be divided among the Class Members according to a plan of allocation that is subject to Court approval. Under the proposed Plan of Allocation, the amount that a Class Member will receive is affected by the following factors: whether the Class Member (1) also previously submitted a Consent to Join the lawsuit (“Opt-Ins”), (2) submits a Claim Form and/or (3) is a member of the 2017 or 2016 Subclass. For income and payroll tax purposes, any amount from the Net Settlement Fund paid to any Collective or Class Member will be treated 100% as wages.

**Amount for Class Members Who Do NOT submit a Claim Form**

Pursuant to the Plan of Allocation, a Class Member who is not a Collective Opt-In and does not submit a Claim Form, will be eligible to receive either (i) a minimum payment of \$25.00 if Defendants’ records show that the Class Member had an on-call shift on or before October 31, 2018, or (ii) a minimum payment of \$15.00 if the records show that the Class Member only had an on-call shift after October 31, 2018. The minimum payments will be paid out of the Class Settlement Amount after deduction of expenses for settlement administration and any court-approved service awards to Class Representatives (“the Net Settlement Amount”). Receipt of a minimum amount will still be subject that the person verifying that he or she meets the definition of the Rule 23 Class and performed uncompensated Remote On-Call Work during the Class Period.

**Amount for Collective & Class Members Who DO Submit a Claim Form or Opted-in**

The remainder of the Net Settlement Amount will be allocated among the Class Members who submit a Claim Form or Collective members who previously submitted a consent to join (collectively “Authorized Claimants”). The remaining Net Settlement Amount will be divided among the Authorized Claimant’s number of adjusted recorded on-call shift hours as a fraction of all the adjusted recorded on-call shift hours attributed to all Authorized Claimants.

Each Authorized Claimant’s number of adjusted on-call shift hours will be calculated as follows:

**Step 1: Calculation of an Authorized Claimant’s Adjusted On-Call Shift Hours**

An Authorized Claimant’s Adjusted On-Call shift hours will be the sum of his or her (a) pre-November 2018 on-call shift Hours; and (b) post-October 2018 on-call shift hours valued at 20% of those pre-November 2018. This reduction is based on information produced in the case suggesting Defendants began compensating significantly more nurses for Remote On-Call Work starting around November 2018.

**Step 2: Weighting of Adjusted On-Call Shift Hours Depending on Class Status:**

An Authorized Claimant’s Adjusted On-Call shift hours will be weighted based on the following categories (which considers the number of claims asserted on behalf of that Class Member and Class Counsel’s assessment of the relative strength and value of the respective claims):

If you are	Weighted Value of Adjusted Hours
An Opt-in, a Class Member and a Subclass Member	100% (Full Value) of Adjusted Hours
An Opt-in AND a Class Member BUT NOT a Subclass Member	50% of Adjusted Hours
An Opt-in BUT NOT a Class Member	30% of Adjusted Hours
A Class Member BUT NOT an Opt-in or Subclass Member	30% of Adjusted Hours
A Class Member and a Subclass Member, BUT NOT an Opt-in	80% of Adjusted Hours

**Step 3: Calculate Each Authorized Claimant’s Pro Rata Share**

Each Authorized Claimant’s pro rata share of the remainder of the Net Settlement Fund will be based on each Authorized Claimant’s Weighted Adjusted Hours compared to the total Weighted Adjusted Hours of all Authorized Claimants.

**NOTE:** Under this Plan of Allocation, any Authorized Claimant (i.e., a Class Member who submits a valid claim form) will receive at least and probably more than the minimum payment.

### **What Do I Give Up As a Result of the Settlement?**

The Settlement Class will release (i.e., give up) any and all claims asserted in the Lawsuit and those based on the same facts, against Defendants and related persons and entities arising out of the alleged failure to compensate nurse employees for Remote On-Call Work between February 6, 2015, and April 11, 2022. The full terms of the Settlement, including the release, are available at [www.chiwagelitigation.com](http://www.chiwagelitigation.com). If the Settlement is finally approved, the Court will enter an order dismissing with prejudice all claims against the Defendants and preventing any Class members from suing Defendants in the future on the released claims.

### **Can the Settlement be Terminated?**

The Settlement may be terminated under several circumstances, including if the Court does not approve the terms of the Settlement. If this occurs, the lawsuit will proceed as if the Settlement had not existed. The Settlement will not be final until after the Court has granted final approval of the settlement and any appeals (i.e., objections) have been resolved (or the time to file all appeals has passed). The earliest that the Settlement will be final is 30 days after the Final Approval Hearing, but it may be later than that. Your patience is appreciated.

### **Why Did the Parties Reach This Settlement?**

In deciding to settle the lawsuit, Class Counsel reviewed more than 54,000 pages of documents including Defendants' timekeeping and payroll data for employees who are members of the Settlement Class, defended and took a total of 10 depositions, and interviewed individuals who previously submitted a Consent to Join the Lawsuit. Class Counsel also considered the strength of the claims and defenses and likely arguments by Defendants, the expense, length and likely delay of further litigation, and the risks arising from the existence of unresolved questions of law and fact.

The Court denied Defendants' Motions to Dismiss and ruled that Plaintiffs had the right to pursue their legal claims; however, the Court did not rule on the merits of any claims. Although the Court granted Plaintiffs' Motion for Conditional Certification of the FLSA collective on the FLSA claim, it did not rule on any motion to certify the Rule 23 Class and Subclasses on the Nebraska claims. If the Parties had not reached a settlement, and the Court had declined to certify the Rule 23 Class and Subclasses and/or decertified the FLSA collective, and/or Defendants had prevailed on certain of their defenses or on their appeal, then the Settlement Class could have recovered nothing.

Following the Court's ruling on the Motion for Conditional Certification of the FLSA collective and significant discovery, the Parties agreed to participate in a mediation with a private mediator and then a settlement conference with a magistrate judge of the United State District Court for the District of Nebraska. A settlement was reached only after the mediation, subsequent negotiations, and the settlement conference. The Settlement is a compromise of disputed claims. Defendants disputed all of the claims in the Lawsuit and asserted various legal defenses. All Parties—the Named Plaintiffs, Class Counsel, Defendants and Defendants' counsel—determined that given the uncertainty and risks inherent in litigation, it is best to settle the case on the terms set forth in the Settlement Agreement.

This is only a summary of the Settlement. For its complete terms, interested persons are encouraged to contact Class Counsel (contact information provided below), view information about the case and the Settlement at [www.chiwagelitigation.com](http://www.chiwagelitigation.com) or review the Settlement Agreement on file with the Clerk of the Court.

## How Do I Receive my Payment?

- A. If You previously submitted a Consent to Join the lawsuit**, you should submit a Claim Form so that the Settlement Administrator can determine whether you are a Subclass Member (otherwise, you may be presumed not to be a subclass member unless the data shows otherwise). Unless you take steps to exclude yourself from the Settlement, you will receive a settlement check based on the plan of allocation summarized above.
- B. If You are a Class Member BUT DID NOT previously submit a Consent to Join the lawsuit**, you must complete a Claim Form to receive more than the minimum payment and submit it by March 6, 2023, to receive money from the Settlement.
- C. If You are a Class Member BUT DID NOT previously submit a Consent to Join the lawsuit AND DO NOT submit a Claim Form (described at C. below)**, you will be issued a minimum payment of \$25.00 if Defendants' records show that you had an on-call shift on or before October 31, 2018, or a minimum payment of \$15.00 if the records show that you only had an on-call shift after October 31, 2018.

Class Members who are issued checks for such minimum payments WILL BE required to verify by endorsement of the check that they (a) meet the definition of the Rule 23 Class and (b) performed uncompensated Remote On-Call Work during the Class Period.

You can submit the Claim Form online at [www.chiwagelitigation.com](http://www.chiwagelitigation.com) or submit a hardcopy by regular mail to the Settlement Administrator at the address below.

Walkinshaw, et al. v. CommonSpirit Health, et al.  
c/o CPT Group, Inc.  
50 Corporate Park  
Irvine, California 92606  
Toll- Free Number: 1-888-895-1425

In the Claim Form, you must complete the claim form in its entirety, sign and date it and return it so that it is postmarked (or received) by March 6, 2023.

Class Members' payment is conditioned on the Court's approval of the Settlement and such approval becoming final and no longer subject to any appeals. If there is no pending appeal of the Court's settlement approval, and depending on the amount of time it takes the Settlement Administrator to complete the administrative process, it is anticipated the Settlement Administrator will be able to issue checks to Class Members whose claims are approved approximately 60 days after the Court's final approval of the Settlement; however, it may take longer depending on the number of claims and other unforeseen factors.

## Will I be Retaliated Against by my Employer for Participating?

No. Federal law prohibits an employer from firing or in any way retaliating against you because you have joined this Settlement.

## THE LAWYERS REPRESENTING YOU

## Do I Have a Lawyer in this case?

Yes. The Court has appointed the following law firms to serve as attorneys for the Settlement Class:

R. Joseph Barton  
**BLOCK & LEVITON LLP**  
1633 Connecticut Ave. NW, Suite 200  
Washington, DC 20009  
Tel: (202) 734-7046  
Fax: (617) 507-6020  
[CHIWageLawsuit@blockleviton.com](mailto:CHIWageLawsuit@blockleviton.com)

Vincent M. Powers  
**POWERS LAW**  
411 South 13th Street, Suite 300  
Lincoln, NE 68508  
Tel: (402) 474-8000  
Fax: (402) 474-5006  
[powerslaw@me.com](mailto:powerslaw@me.com)

You may also contact:  
Vincent Cheng  
**BLOCK & LEVITON LLP**  
100 Pine Street, Suite 1250  
San Francisco, CA 94111  
Tel: (415) 986-8999  
[CHIWageLawsuit@blockleviton.com](mailto:CHIWageLawsuit@blockleviton.com)

Jason S. Rathod  
**MIGLIACCIO & RATHOD LLP**  
412 H Street NE  
Washington, D.C. 20002  
Tel: (202) 470-3520  
Fax: (202) 800-2730  
[jrathod@classlawdc.com](mailto:jrathod@classlawdc.com)

### **How Will the Lawyers be Paid?**

Class Counsel have worked on this case for over three years and have not yet been paid for their time. In prosecuting this case on behalf of the Settlement Class, Class Counsel investigated the facts, interviewed witnesses, obtained deposition testimony from witnesses, reviewed documents produced in discovery, prepared legal pleadings, and participated in a mediation session, subsequent negotiations, and a settlement conference. To date, Class Counsel have expended over 3,540.00 hours in this case and have advanced over \$ 86,000 in out-of-pocket litigation expenses on behalf of the Settlement Class, including paying for administration of notice to the conditionally certified FLSA collective and depositions. Class Counsel anticipate that they may incur additional expenses of approximately \$45,000.

Defendants have agreed to separately pay \$750,000 to Class Counsel for attorneys' fees and litigation expenses in addition to the amount to be paid to the Settlement Class. Class Counsel have agreed that this will be the full amount that Class Counsel will receive as attorneys' fees and litigation expenses from Defendants, although the actual value of the attorneys' fees (at Class Counsel's regular rates) and expenses incurred in litigating this case exceeds that amount. Class Counsel have agreed to accept less than the full amount of fees incurred because they believe that the benefit obtained on behalf of the Settlement Class provides significant relief sought in this action, and any amount that the Court would award if Plaintiffs prevailed is uncertain. Whether the Settlement is approved or not, you will not be required to directly pay any attorneys' fees or other expenses or costs. The amount awarded in attorneys' fees and expenses is separate from the amount for the Settlement Class and will not reduce the amount available for the Class.

Even though the amount to be paid in attorneys' fees and expenses will not reduce the amount available to the Settlement Class, Class Members who do not exclude themselves can object to the request by Class Counsel for these attorneys' fees and litigation expenses, by stating that objection in writing and may appear at the Court's fairness hearing, as set forth below. Class Counsel will file a motion for attorneys' fees and litigation costs and expenses by no later than December 5, 2022, 16 days before the date by which you must object to the Settlement's terms. Whether or not you submit a written objection, you are not required to appear at the hearing.

### **OBJECTIONS AND EXCLUSIONS**

## How Do I Tell the Court What I Think About the Settlement?

Any Class Member who has not requested to exclude themselves can comment on the Settlement or tell the Court that you do not agree with the Settlement or some part of it, including the motion for attorneys' fees and expenses or the service awards to the Class Representatives. To object, you must send a letter or other written statement with your objection.

**Any written objections must be sent to the address listed below and must be postmarked no later than December 21, 2022:**

Clerk of the Court  
United States District Court for the District of Nebraska  
Roman L. Hruska Federal Courthouse  
111 South 18th Plaza, Suite 3190  
Omaha, NE 68102

Be sure to refer to “*Walkinshaw, et al. v. CommonSpirit Health, et al.*, Case Number 4:19-cv-03012-BCB-SMB.” Include your name, address, telephone number, signature, and a full explanation of all the reasons you object to the Settlement. Your objection will be electronically filed by the Court and available for public view.

***If you do not object to the Settlement or the request for attorneys' fees and costs or service awards, then you do not need to file any papers with the Court.***

## If I Want to Opt Out of the Settlement, What Should I Do?

If you don't want to receive the monetary benefits from this Settlement, but you want to keep the right to sue Defendants on your own and at your own expense about the issues in this case, then you must take steps to exclude yourself from (or opt out of) the Settlement.

To exclude yourself from the Settlement, you must send a letter to the Settlement Administrator containing (1) the title of the Lawsuit and its case number—i.e., *Walkinshaw, et al. v. CommonSpirit Health, et al.*, Case Number 4:19-cv-03012-BCB-SMB—(2) your full name, address, telephone number, and email address; (3) a statement that you want to be excluded from the Settlement; and (4) your signature. Your letter requesting exclusion from the Settlement must be postmarked no later than December 21, 2022, and mailed to:

Walkinshaw, et al. v. CommonSpirit Health, et al.  
c/o CPT Group, Inc.  
50 Corporate Park  
Irvine, California 92606  
Toll- Free Number: 1-888-895-1425

The Settlement Administrator or Class Counsel will submit your request for exclusion to the Court. Your exclusion request may be electronically filed by the Court and therefore will be available for public review.

## What Is the Difference Between Objection and Asking to be Excluded?

Objecting is simply telling the Court that you do not like or disagree with an aspect of the Settlement. You can object to the Settlement only if you are a Class Member and you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is telling the Court that you do not want to be part of the Settlement. If

you exclude yourself from the Settlement, you cannot object to the Settlement, because you will not be bound by the Settlement.

## THE COURT'S FAIRNESS HEARING

### When Will the Court Hold the Fairness Hearing?

On February 10, 2023, at 9:00 a.m. Central Time, United States District Judge Brian J. Buescher will hold a Fairness Hearing (or Final Approval Hearing) in his courtroom at the United States District Courthouse in Omaha, Nebraska:

Roman L. Hruska Federal Courthouse  
111 South 18th Plaza, Suite 3190  
Omaha, NE 68102

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, whether and in what amount to award Class Counsel with attorneys' fees and reimbursement of expenses and whether and in what amount to the Class Representatives with a service award because of their time and effort to bring and participate in the Lawsuit. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the Settlement, and award attorneys' fees and expenses and service awards. We do not know how long the Court will need in order to make these decisions.

The time and date of this hearing may change without further notice to the Class. If you plan to attend, please contact Class Counsel, check [www.chiwagelitigation.com](http://www.chiwagelitigation.com), or the Court's PACER prior to the date of the hearing to confirm that the date has not been changed.

### Do I Have to Attend or Can I Attend the Fairness Hearing?

You do not have to attend the hearing. Class Counsel will present the Settlement to the Court and answer any questions the Court may have. If you file a written objection, you are *not* required to attend the hearing in order for your objection to be considered by the Court.

You may come to the hearing at your own expense. You may also arrange for your own separate counsel to attend on your behalf (and at your own expense). You may also ask the Court for permission to speak at the hearing. To ensure that the Court will allow you to speak, you should send a "**Notice of Intention to Appear at Fairness Hearing in *Walkinshaw, et al. v. CommonSpirit Health, et al.*, Case Number 4:19-cv-03012-BCB-SMB**" to the address listed below no later than 14 days prior to the final Fairness Hearing date:

Clerk of the Court  
United States District Court for the District of Nebraska  
Roman L. Hruska Federal Courthouse  
111 South 18th Plaza, Suite 3190  
Omaha, NE 68102

Be sure to include your name, address, telephone number, and signature.

## GETTING MORE INFORMATION

### How Do I Get More Information?

**For Questions about Administration of the Settlement or Information about You or Your Share of the Settlement, Contact the Settlement Administrator:**

You may contact the Settlement Administrator at the following address, email, or toll-free telephone number:

Walkinshaw, et al. v. CommonSpirit Health, et al.  
c/o CPT Group, Inc.  
50 Corporate Park  
Irvine, California 92606  
Toll- Free Number: 1-888-895-1425

**For Questions about the Lawsuit or the Settlement Overall, Contact Class Counsel.**

### **How Do I Receive Any Updates and/or Update My Address?**

The best way to receive updates is to check the information on [www.chiwagelitigation.com](http://www.chiwagelitigation.com) before you contact Class Counsel. If your question is not answered on the website, contact the Settlement Administrator at the addresses, email addresses, or telephone numbers listed above. If you have questions about the lawsuit or settlement that the Settlement Administrator cannot answer, contact Class Counsel. **You should not contact Defendants or Defendants' counsel as they will not be able to answer questions about the settlement.**

**Please remember that there are over 4,000 Class Members so it will take a little while to process this Settlement. Your patience is appreciated.**

If you need to provide an updated address information, please complete the form on [www.chiwagelitigation.com](http://www.chiwagelitigation.com) and email it to the Settlement Administrator at the following email address: [chiwagelitigation@cptgroup.com](mailto:chiwagelitigation@cptgroup.com) or the mailing address above.

**PLEASE DO NOT CALL THE COURT OR DEFENDANTS' COUNSEL  
WITH QUESTIONS REGARDING THIS NOTICE OR THE SETTLEMENT.**