

COURT AUTHORIZED NOTICE OF FLSA SETTLEMENT FOR UNPAID WAGES
PLEASE READ THIS NOTICE CAREFULLY. IT AFFECTS YOUR RIGHTS.

The United States District Court for the Southern District of Indiana authorized this notice.
This is not a solicitation from a lawyer.

To: [INSERT NAME]

Date: February XX, 2024

Re: Notice of Lawsuit Settlement for Unpaid Wages in *Prince v. Brickyard Healthcare, Inc. et al.*, S.D. Ind.
Case No. 1:22-cv-01753

You are one of approximately 1,096 current or former hourly employees of Defendants Brickyard Healthcare, Inc.; Brickyard LP; and Merrillville Operating, LLC (“Defendants”) eligible for payment from a settlement in the *Prince* lawsuit. This lawsuit involves Defendants’ alleged failure to properly calculate the overtime rate to include non-discretionary bonuses (such as an extra shift bonus) as required by the Fair Labor Standards Act (“FLSA”). Defendants deny the claims in the lawsuit. We write to inform you that this lawsuit recently was **settled** and the assigned judge, Honorable Matthew P. Brookman, has ruled that the case can proceed on a collective basis and approved the settlement as fair and reasonable.

Enclosed in this mailing is a check for your settlement amount with a release on the back. Please note that your check will expire on []. By depositing or cashing the enclosed check, you are agreeing to join this lawsuit and release Defendants and the other Released Parties from all claims relating to the alleged failure to include bonuses and incentives into the regular rate for the purposes of calculating overtime pay, arising or accruing prior to January 23, 2024. Essentially, this means if you participate in the lawsuit and settlement, you will not be able to separately sue Defendants to recover additional money or benefits for any alleged failure to include bonuses and incentives into the regular rate for the purposes of calculating overtime pay, arising or accruing prior to January 23, 2024. Your heirs, agents, assigns, or anyone acting on your behalf would also be prohibited from bringing a suit arising out of these released Claims. If you do not wish to participate in the Settlement or release your claims against Defendants, all you need to do is refrain from depositing or cashing the enclosed check. If you choose not to deposit or cash the check, you will not receive any money from the settlement. Please note that it is against the law for any employer, including the Defendants, to fire, discipline, or retaliate against you in any manner for taking part in this case. Defendants may not take any action against you for accepting the Settlement Award.

As background, the settlement requires Defendants to pay a total of \$215,000.00 (from which notice program costs will be subtracted). Of this total amount, \$84,887.17 will be paid to the Plaintiff’s law firms for attorney’s fees and litigation costs that were incurred representing you and the other employees of Defendants and \$5,000 will be paid as a “service award” to Lavinia Prince for acting as class representative in the lawsuit and obtaining a recovery for you and the other current or former employees of Defendants.

Under the settlement, all current or former Defendants’ employees covered by the settlement will receive payment for wages allegedly owed under the formula for regular rate calculations as outlined by the FLSA, as well as an equal amount in liquidated damages. The formula used essentially incorporates the non-discretionary extra shift bonuses you received into your regular rate of pay and then recalculates the required overtime wage. The payments provided by this settlement are based on the difference between the overtime wages determined by this formula and what you were actually paid as overtime during the relevant time period. The more non-discretionary extra shift bonuses you received and overtime you worked between September 2, 2019 and January 23, 2024, the higher your payment will be.

Under the settlement, 50% of your payment will be treated as wages (subject to typical withholdings and deductions and reported as wage income as required by law), and 50% of your payment will be treated as non-wage recovery (not

subject to any withholding or deductions and reported as non-wage income as required by law). You should speak with a tax advisor if you have any questions about these issues. You will receive a 1099 Form for the non-wage payment in approximately February 2024 and a W-2 Form for the wage payment in approximately February 2024. You will need the W-2 and 1099 for tax purposes.

You may review the operative complaint and important case documents at the following website: www.brickyardovertime.com.

If you have any questions about what claims you are releasing, the process of joining the lawsuit, or the amount you are receiving, please contact RG/2 Claim Administration LLC (the court-appointed claim administrator) at (866)742-4955 or BrickyardHealthcare@rg2claims.com or Plaintiff's counsel Migliaccio & Rathod LLP at info@classlawdc.com or (202) 470-3520.