

# **SETTLEMENT AGREEMENT AND RELEASE**

*Forward Momentum, LLC v. Team Health, Inc.,*

In the United States District Court for the Middle District of Alabama

Case No. 2:17-cv-346-WKW-JTA

## PREAMBLE

This Settlement Agreement and Release (the “Agreement”) is entered into by and among plaintiffs Forward Momentum, LLC, Argo Consulting, PC, Lisa M. Bundy, MD, LLC, Steven Bobo, Raymond J. Maguire, Landon E. Argo, Nima Bahraini, Dawn Donald, Roger D. Eiland, and Lisa M. Bundy (“Named Plaintiffs”) and all those on whose behalf it is prosecuting this action (each of them a “Plaintiff” and all of them “Plaintiffs”), on the one hand, and defendants Team Health, LLC f/k/a Team Health, Inc. and Paragon Contracting Services, LLC (collectively “Defendant”), on the other hand, as of the date executed below. For purposes of this Agreement, Plaintiffs and Defendant collectively are “Parties,” and each individually is a “Party.” “Litigation” or this “case” refers to the case captioned above, styled as *Forward Momentum, LLC v. Team Health, Inc.*, No. 2:17-cv-346-WKW-JTA, pending in the United States District Court for the Middle District of Alabama.

## RECITALS

On May 30, 2017, Named Plaintiffs filed a Class Action Complaint alleging that Defendant improperly compensated them and members of the putative Class for Supervisory RVUs under their independent contractor or other employment agreements with Defendant. The Complaint asserted claims on behalf of the Named Plaintiffs and putative Class for breach of contract and unjust enrichment.

Beginning in 2018 and continuing throughout 2019, Defendant’s operating affiliates transitioned to “Variable RVU Compensation Plans,” which used different contract language for RVU plans that laid out more explicitly when physicians did and did not get RVU credit for Supervisory RVUs. The language used in the “Variable RVU Compensation Plans” is presently used in Defendant’s current operative agreements with putative class members who are still employed by or contracted with Defendant. Plaintiffs acknowledge that it is the position of Defendant that this new language, on its face, does not provide RVU credit for “assisting RVUs” and does not provide full RVU credit for “shared RVUs,” as defined in the operative “Variable RVU Compensation Plan” documents.

On July 30, 2017, Defendant filed its Motion to Dismiss for Failure to State a Claim. On February 29, 2018, Named Plaintiffs filed their Amended Complaint. On March 5, 2018, Defendant filed another Motion to Dismiss for Failure to State a Claim. On October 30, 2018, the Court dismissed the unjust enrichment claims, and allowed the breach of contract claims to proceed. On November 14, 2018, Defendant filed its Answer and Counterclaim to the Amended Complaint. On December 6, 2019, Named Plaintiffs filed their Answer to Defendant’s Counterclaim.

The parties actively engaged in discovery, including Defendant’s production of hundreds of thousands of pages of documents to Class Counsel and seven depositions, including corporate representatives, experts, and third parties.

The parties attempted to mediate this dispute early on to no success. After additional discovery, the parties agreed to mediate the dispute again. On October 27, 2021, the parties

participated in an all-day, in-person mediation before Lee Copeland of Copeland Franco Screws & Gill, P.A. That mediation was not successful, but the parties continued to engage in additional negotiations.

The parties continued their negotiations in a second all-day, in-person mediation on November 19, 2021, again before Lee Copeland. This mediation resulted in an agreement in principle embodied in a term sheet that the parties and their attorneys signed that day.

Defendant has entered into this Agreement to resolve any and all controversies and disputes arising out of or relating to the allegations made in the Complaint, on a national, class-wide basis, and to avoid the burden, risk, uncertainty, expense, and disruption to its business operations associated with further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in the Complaint, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. This Agreement and any of its terms, any agreement or Order relating thereto, and any payment or consideration provided for herein, is not and shall not be construed as an admission by Defendant or any of the Defendant Releasees (defined below) of any fault, wrongdoing, or liability whatsoever. This Agreement and any of its terms, any agreement, Order, or notice relating thereto, and any payment or consideration provided for herein shall not be offered or submitted by any party in any civil, criminal, administrative, or other proceeding, as a presumption, concession, or admission of any fault, wrongdoing, or liability on the part of Defendant or any of the Defendant Releasees (defined below). Notwithstanding the foregoing, nothing contained herein shall prevent this Agreement (or any agreement, Order, or notice relating thereto) from being used, offered, or received in evidence in any proceeding to approve, enforce, or otherwise effectuate the settlement provided for in this Agreement (or any agreement or Order relating thereto) or the Final Approval Order. This Agreement may be filed and used in other proceedings, where relevant, to demonstrate the fact of its existence and of the settlement provided for in this Agreement (unless otherwise prohibited by this paragraph), including but not limited to the Defendant Releasees (defined below) filing the Agreement or the Final Approval Order in any other action that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, release, waiver, or any other theory of claim preclusion or similar defense or counterclaim.

Named Plaintiff(s) have entered into this Agreement to liquidate and recover on the claims asserted in the Complaint on their own behalf and on behalf of Class Members (defined below) who do not timely exclude themselves under Section 10, below, from the settlement embodied by the Agreement and to avoid the risk, delay, and uncertainty of continued litigation. Named Plaintiff does not in any way concede the claims alleged in the Complaint lack merit or are subject to any defenses.

### **AGREEMENT**

**NOW, THEREFORE**, in consideration of the recitals above, which are incorporated into and are an integral part of this Agreement, and the mutual promises below, the Parties agree as follows:

1. DEFINITIONS. In addition to the definitions contained elsewhere in this Agreement, the following definitions shall apply:
  - 1.1 “Bar Date to Object” shall be the date set by the Court as the deadline for Class Members to file an Objection. The parties agree to jointly request that the Court set the Bar Date to Object sixty (60) days after the date the Notice (defined below) must be sent to the Class Members.
  - 1.2 “Bar Date to Opt Out” shall be the date set by the Court as the deadline for Class Members to opt out. The parties agree to jointly request that the Court set the Bar Date to Opt Out sixty (60) days after the date the Notice (defined below) must be sent to the Class Members.
  - 1.3 “Class Counsel” shall mean D.G. Pantazis, Jr., Craig Lowell, Floyd Gaines, and Daniel Snyder.
  - 1.4 “Class Member” or “Class Members” shall mean emergency room physicians located anywhere in the United States who participated in one of Defendant’s operating affiliates RVU incentive plans from 2014 until the physician executed a new contract with a Variable RVU Compensation Plan, whether as an independent contractor or employee, who had Supervisory RVUs associated with the physician’s name as a primary or secondary provider, but was not paid for some or all of those RVUs under the relevant RVU incentive plan. “Class Member” or “Class Members” does not include (i) physicians enrolled in “pool plans,” “tiered plans,” or plans where all RVUs were determined within the “sole discretion” of Defendant, (ii) physicians working at facilities where Defendant paid all RVUs, regardless of type, and (iii) physicians enrolled in plans that excluded one or more types of Supervisory RVUs. A list of relevant facilities and contractual dates excluded under subsections (i), (ii), and (iii) is attached as **Exhibit 2**. Any physicians who participated in more than one type of RVU incentive plan during the relevant class period shall be part of the class, though such physicians will not be paid on claims for contracts excluded in subsections (i), (ii), and (iii) above, or to the extent they filed similar complaints or claims against Defendant or its affiliated companies.
  - 1.5 “Class Member List” shall mean the list of eligible Class Members. The Class Member List will be compiled by Defendant and shall include the estimated number of applicable Supervisory RVUs. The Class Member List shall be given to Class Counsel within 7 days of the date the Court signs the Preliminary Approval Order.
  - 1.6 “Complaint” shall mean the Amended Complaint filed in this case on February 19, 2018.
  - 1.7 “Court” shall mean the United States District Court for the Middle District of Alabama.

- 1.8 “Defendant’s Counsel” shall mean Jeff Starling, Ryan Hodinka, Balch & Bingham LLP, as well as Peter Goldman, Nina Welch, and Nelson Mullins Riley & Scarborough, LLP.
- 1.9 “Effective Date” shall be thirty-one (31) days after the entry of the Final Approval Order (defined below) provided no objections are made to this Agreement. If there are objections to the Agreement, then the Effective Date shall be the later of: (1) thirty-one (31) days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order; or (2) if appeals are taken from the Final Approval Order, then thirty (30) days after the entry of any final, non-reviewable appellate mandate which approves the settlement as further described below.
- 1.10 “Exclusion Letter” shall mean a letter personally signed by a Class Member who elects to opt out of this Agreement.
- 1.11 “Final Approval Hearing Date” shall be the date set by the Court for the hearing on the Motion for Final Approval (defined below) of this Agreement and the settlement provided for by this Agreement. The Final Approval Hearing Date shall be no earlier than one-hundred-twenty (120) days after the date the Notice (defined below) must be sent to Class Members.
- 1.12 “Final Approval Order” shall mean the Order and Judgment approving this Agreement issued by the Court at or after the Final Approval Hearing Date.
- 1.13 “Final Report” shall mean the report prepared by the Settlement Administrator of all receipts and disbursements from the Settlement Fund, as described in Section 10, below.
- 1.14 “Motion for Final Approval” shall mean the motion or motions filed by Class Counsel seeking final approval of this Agreement and the settlement provided for by this Agreement, as referenced in Section 6, below, which shall be filed thirty (30) days after the date the Notice (defined below) must be sent to Class Members and shall be posted to the settlement website.
- 1.15 “Motion for Award of Fees and Costs” shall mean the motion or motions filed by Class Counsel seeking approval of Class Counsel’s attorneys’ fees and costs, as referenced in Section 6 below, which shall be filed within thirty (30) days after the date the Notice (defined below) must be sent to Class Members and shall be posted to the settlement website.
- 1.16 “Net Settlement Fund” shall mean the net amount of the Settlement Fund after payment of Class Counsel’s court approved attorneys’ fees and costs, the costs of Notice, any service award allowed by the Court, and any fees paid to the Settlement Administrator.
- 1.17 “Notice” shall mean a form of the Notice in the form attached as Exhibit 1, which shall be sent by email and mail to Class Members. The Notice will be posted to the settlement website.

- 1.18 “Plaintiff” or “Plaintiffs” shall mean Named Plaintiffs and Class Members.
- 1.19 “Preliminary Approval” or “Notice Order” shall mean the Order issued by the Court preliminarily approving this Agreement and the settlement provided for by this Agreement and authorizing the sending of the Notice to Class Members, as provided in Section 5 below.
- 1.20 “Settlement Administrator” shall mean the entity that will provide the notice and other administrative handling of this Agreement.
- 1.21 “Settlement Fund” shall mean the escrow account in the amount of fifteen-million dollars (\$15,000,000) that will be established and maintained to resolve the claims at issue, as described in Section 8 below, and which is intended to be a “qualified settlement fund” within the meaning of Treasury Regulation § 1.46B-1, *et seq.*
- 1.22 “Settlement Payment” shall mean each Class Member’s applicable share of the Net Settlement Amount, which shall be calculated and distributed in accordance with Section 8 below to Class Members who submit valid and timely made claim forms, less employee portions of state and federal withholding taxes, including the employee FICA, FUTA, and SDI contributions and any other applicable payroll deductions required by law as a result of the payment of the amount allocated to such Class Member as set forth herein.
- 1.23 “Settlement Website” shall mean the webpage created by the Settlement Administrator, whether using a unique web address or as a separate page of Defendant’s website.
- 1.24 “Supervisory RVUs” shall mean assisting RVUs and shared RVUs that are associated with a physician’s name as well as another physician or Advanced Practice Clinician (“APC/MLP”) pursuant to Defendant’s regular accounting procedures and billing guidelines (including applicable payer rules or guidelines). As used here, “assisting RVUs” mean RVUs where an Advanced Practice Clinician (APC) or Mid-Level Practitioner (MLP) was billed as the primary provider in accordance with the applicable payer rules or guidelines and the physician was listed as the secondary provider. “Shared RVUs” here means RVUs where a physician was billed as the primary provider in accordance with the applicable payer rules or guidelines, with another provider (physician or APC/MLP) listed as the secondary provider. These definitions are intended to broadly capture any similar terms, definitions, or concepts used in a Class Member’s contract whether or not those specific terms (i.e., shared or assisting RVUs) are actually used in said contract.
- 1.25 “Supplementation Deadline” shall be the date set by the Court as the deadline for Class Counsel to file a supplementation to this Agreement or reply brief in response to any Objection. The parties agree to jointly request that the Court set the Supplementation Deadline (30) days after the Bar Date to Object.

2. CLASS ACTION SETTLEMENT. Plaintiff shall propose and recommend to the Court that the Class shall be certified on a nationwide basis for purposes of implementing the terms of the settlement provided for in this Agreement. Defendant agrees solely for purposes of the settlement provided for in this Agreement, and the implementation of such settlement, that this case shall proceed as a class action; provided, however, that if a Final Approval Order is not entered, then Defendant shall retain all rights to object to maintaining this case as a class action. Plaintiff and Class Counsel shall not reference this Agreement in support of any later motion relating to certification of a liability class.

3. RELEASE.

3.1 Class Release. Except as to the rights and obligations provided for under the terms of this Agreement, Named Plaintiff, on behalf of itself and each of the Class Members, hereby releases and forever discharges Defendant, and all of its respective past, present, and future parents, subsidiaries, holding companies, affiliated operating and non-operating companies and corporations, and each of their respective past, present and future directors, officers, managers, employees, general partners, limited partners, principles, agents, employees, insurers, reinsurers, shareholders, attorneys, advisors, representatives, predecessors, successors, assigns, legal representatives, and agents (collectively, the “Defendant Releasees”) from any and all claims, actions, causes of action, rights to appeal, demands, rights, damages, costs, debts, interests, obligations, judgments, penalties, fees, attorney’s fees, and all other expenses for unpaid wages, salaries, bonuses and any and all forms of compensation arising from or relating in any way to RVUs or RVU incentive or compensation plans arising before or on the date of this Agreement, as well as those arising out of or related to Litigation, and any previous or current employment or independent contractor relationship which Named Plaintiff and the Class Members who do not opt out now have, own or hold against any of the Defendant Releasees that arise out of or relate to the facts and claims alleged in the Complaint. Plaintiffs and Class Members further agree to waive any right to demand an independent audit, review, or accounting for RVUs or RVU incentive or compensation plans for RVUs generated before the date of this Agreement. Except for withholdings for tax purposes, Plaintiff agrees to be solely responsible for, and to hold harmless, indemnify and reimburse Defendant for, any and all federal, state or other tax liability, including penalties, interest and expenses, without regard to the nature of such tax or liability, which could or may arise as a result of Plaintiff’s receipt of the Settlement Payment or Defendant’s payment of the Settlement Payment. Plaintiff further agrees that Defendant has made no warranties regarding the taxability of the Settlement Payment.

3.2 For the same consideration, Plaintiffs and Class Members who do not timely exclude themselves from this settlement pursuant to Section 10, below, accept the terms of this Agreement for payment in accord and satisfaction of all such Claims alleged in the Complaint. In sum, each Named Plaintiff understands that if he/she/it signs this Agreement, such Plaintiff and other Class Members who do not timely exclude themselves from the settlement will not be able to sue any of

the Defendant Releasees for any released claim that happened on or before the day on which Named Plaintiff signs the Agreement.

- 3.3 Plaintiffs acknowledge and agree that none of the Defendant or other Defendant Releasees have any obligation to hire or rehire any Plaintiff as an employee or independent contractor and that Plaintiffs shall have no claim or cause of action against Defendant Releasees or other Defendant for such decision.
4. PRELIMINARY SETTLEMENT APPROVAL. Class Counsel shall use reasonable efforts to promptly file a motion seeking a Preliminary Approval or Notice Order. The Preliminary Approval or Notice Order shall provide for: preliminary approval of this Agreement, provisional certification of the Class for settlement purposes, appointment of Class Counsel as counsel to the provisionally certified Class, and the requirement that the Notice be given to the Class Members as provided in Section 5 below (or as otherwise determined by the Court).
5. NOTICE.
  - 5.1 The Settlement Administrator shall send the Notice, as applicable, to all Class Members as specified by the Court in the Preliminary Approval/Notice Order as described below.
  - 5.2 Twenty-one (21) days after the Preliminary Approval/Notice Order, Notice shall be mailed to Class Members by first class United States mail to the best available mailing address(es). Defendant shall provide the Settlement Administrator with the last known mailing address for each Class Member. The Settlement Administrator will run the names and addresses through the National Change of Address Registry and update as appropriate. If a mailed Notice is returned with forwarding address information, the Settlement Administrator shall re-mail the Notice to the forwarding address. For all mailed Notices that are returned as undeliverable, the Settlement Administrator shall use standard skip tracing devices to obtain forwarding address information and, if the skip tracing yields a different forwarding address, the Settlement Administrator shall re-mail the Notice to the address identified in the skip trace, as soon as reasonably practicable after the receipt of the returned mail. Notice shall also be provided by email. Defendant shall provide the Settlement Administrator with the most recent email address(es) it has for Class Members, which the Settlement Administrator shall use to email the Notice to each such Class Member. The Settlement Administrator shall do so in a manner that is designed to avoid being filtered and excluded by spam filters or other devices intended to block mass email. For any emails that are returned undeliverable, the Settlement Administrator shall use the best available databases to obtain current email address information for Class Members, update its database with these emails, and resend the Notice. The Notice shall also inform Class Members that the Notice and selected pleadings and documents are available on the settlement website.

- 5.3 The Notice shall be posted on the settlement website created by the Settlement Administrator. The settlement website will be a non-indexed website.
- 5.4 The Settlement Administrator shall maintain a database showing the mail and email addresses to which each Notice was sent and any Notices that were not delivered by mail or email. A summary report of the Notice shall be provided to the Parties at least five (5) days before the deadline to file the Motion for Final Approval. The database maintained by the Settlement Administrator regarding the Notice shall be available to the parties and the Court upon request. It shall otherwise be confidential and shall not be disclosed to any third party. To the extent the database is provided to Class Counsel, it shall be used only for purposes of implementing the terms of this Agreement and shall not be used for any other purposes.
- 5.5 The Notice shall be in a form approved by the Court and be substantially similar to the notice form attached hereto as Exhibit 1. Unless prohibited by law or court order, the parties may by mutual written consent make non-substantive changes to the notice forms attached hereto as Exhibit 1 without Court approval.
- 5.6 All costs associated with publishing, mailing and administering the Notice as provided for in this Section, setting up and maintaining the settlement website, and all other costs incurred by the Settlement Administrator in connection with the administration of the settlement provided for in this Agreement, including, but not limited to, the Settlement Administrator's fees and costs, shall be paid out of the Settlement Fund.
- 5.7 The Settlement Administrator shall be responsible for serving the Class Action Fairness Act ("CAFA") notice required by 28 U.S.C. § 1715 within ten (10) days of the filing of the Preliminary Approval Motion.
- 5.8 Defendant shall be permitted to send an explanation about the resolution of the litigation and notice about the putative settlement ("Defendant's Notification") to physicians currently employed or under contract with one of Defendant's operating affiliates.
6. MOTION FOR FINAL APPROVAL AND MOTION FOR AWARD OF FEES AND COSTS. Thirty (30) days after the date the Notice must be sent to Class Members, Class Counsel shall file a Motion for Final Approval of this Agreement and the settlement provided for in this Agreement so that same can be heard on the Final Approval Hearing Date. The Motion for Final Approval shall be posted to the settlement website. Within thirty (30) days after the date on which the Notice must be sent to Class Members, Class Counsel shall file a Motion for Award of Fees and Costs, which shall also be posted to the settlement website.
7. ENTRY OF JUDGMENT. The Court's Final Approval Order shall be conditioned upon it retaining jurisdiction to enforce the terms of the Final Approval Order.
8. THE SETTLEMENT FUND AND DISTRIBUTION.

- 8.1 Settlement Fund. The Settlement Fund shall be the total amount Defendant is obligated to pay under the terms of this Agreement and includes (a) Class Counsel's fees and costs; (b) costs associated with administering the Notice in accordance with Section 5 above; and (c) any fees paid to the Settlement Administrator for services rendered in connection with the administration process. As provided above, the total amount to be paid into the Settlement Fund by Defendant is **\$15,000,000** and Defendant shall not make any additional or further contributions to the Settlement Fund. In the event a Final Approval Order is not entered, or this Agreement is terminated by either Party for any reason, including pursuant to Section 12.3, Conditions to Settlement, below, the portion of the Settlement Fund paid to the Settlement Administrator (including accrued interest, if any) less expenses actually incurred by the Settlement Administrator or due and owing to the Settlement Administrator in connection with the settlement provided for herein, shall be refunded to Defendant within two (2) business days.
- 8.2 Funding the Settlement. Within ten (10) days after the entry of the Preliminary Approval or Notice Order, Defendant shall transfer seventy-five thousand (\$75,000) of the Settlement Fund to the Settlement Administrator as pre-payment of the fees and costs to be incurred by the Settlement Administrator in connection with the administration of the Settlement Fund as provided for in this Agreement. At the same time as this transfer to the Settlement Administrator, and pending the Effective Date, Defendant shall also place the remaining Settlement Fund into a separate escrow account segregated from all of the other assets of Defendant. Not later than five (5) days after the Effective Date, Defendant shall then transfer the remainder of the Settlement Fund as provided in subsection 8.5 below, to the Settlement Administrator.
- 8.3 The Settlement Fund shall be deemed and considered to be in *custodia legis* of the Court and shall remain subject to the jurisdiction of the Court, until distributed pursuant to this Agreement.
- 8.4 The Settlement Fund shall be deemed to be a qualified settlement fund as described in Treasury Regulation § 1.468B-1, 26 C.F.R. § 1.468B-1, *et seq.* Neither the Parties nor the Settlement Administrator shall take a position in any filing or before any tax authority that is inconsistent with such treatment. Defendant shall be a "transferor" within the meaning of United States Treasury Regulation § 1.468B-1(d)(1) to the Settlement Fund. The Settlement Administrator shall be the "administrator" of the Settlement Fund within the meaning of United States Treasury Regulation § 1.468B-2(k)(3). Not later than five (5) days after the Effective Date, the Settlement Administrator shall obtain a federal Taxpayer Identification Number for the Settlement Fund. The Settlement Administrator shall also: (a) timely make or join in any and all filings or elections necessary to make the Settlement Fund a qualified settlement fund at the earliest possible date; (b) timely file all necessary or advisable federal, state, and local tax returns, reports, or other documentation required to be filed by or with respect to the Settlement Fund in accordance with Treasury Regulation § 1.468B-2, and the other provisions of the Internal Revenue Code of 1986, as amended; (c) timely

pay any taxes (including any estimated taxes, any interest or penalties, or any taxes or tax detriments that may be imposed on Defendant) required to be paid by or with respect to the Settlement Fund; and (d) comply with any applicable information reporting or tax withholding requirements imposed by applicable law, in accordance with United States Treasury Regulation § 1.468B-2(l). Any such taxes on the income of the Settlement Fund, as well as all other expenses and costs incurred by the Settlement Administrator in performing the obligations created by this section (including, without limitation, the expenses of tax attorneys and accountants), shall be paid out of the Settlement Fund, shall be considered to be a cost of administration of the Settlement Fund, and shall be paid as instructed by the Settlement Administrator. Defendant shall have no responsibility or liability for paying such taxes and no responsibility to file tax returns with respect to the Settlement Fund or to comply with information reporting or tax withholding requirements with respect thereto. The Settlement Fund shall be used to indemnify and hold Defendant harmless for any such taxes (including any taxes payable by reason of any such indemnification) that said Defendant pays or is required to pay. Defendant shall provide the Settlement Administrator with the required statement under United States Treasury Regulation § 1.468B-3(e).

8.5 Distribution of the Settlement Fund. Payments shall be made from the Settlement Fund as follows:

- (a) Plaintiff's Fees and Costs. Plaintiffs' reasonable attorney's fees and costs, as determined and approved by the Court, shall be paid from the Settlement Fund ten (10) days after the Effective Date. Class Counsel shall apply for an award of **\$5,250,000** or less in fees, plus reimbursement of reasonable litigation costs, to be approved by the Court in accordance with Section 6 above.
- (b) Settlement Administrator's Fees. The Settlement Administrator's fees and costs, including estimated fees and costs to fully implement the terms of this Agreement, as approved by the Court, shall be paid from the Settlement Fund within ten (10) days after the Effective Date.
- (c) Settlement Payments to Class Members.
  - (i) To determine the payment amount to Class Members, Defendant will determine the total number of Supervisory RVUs earned by Class Members. Defendant shall then determine the number of Supervisory RVUs earned by Class Members which were unpaid ("eligible Supervisory RVUs") and the appropriate multiplier based on each Class Member's contract. Supervisory RVUs which were paid by Defendant, or which were earned under any contract excluded from the class definition in Section 1.4 above (or listed in Exhibit 2), will not be eligible for reimbursement from the Settlement Fund.

Supervisory RVUs will be paid out at 100% of the pro rata rate of all eligible Supervisory RVUs as modified by the Class Member's multiplier used in his or her contract with Defendant. The Settlement Administrator will also use the same percentages to weight the total number of Supervisory RVUs claimed by Class Members for determining the pro rata share for each RVU.

(ii) With the Class Notice, the Settlement Administrator will send each Class Member a claims form informing the class member of the number of eligible Supervisory RVUs by Defendant's calculation. The claims form will also explain that Class Members who are former employees or no longer under contract to provide medical services for Defendant or its operating affiliates must return the claims form with a current W-9 taxpayer identification form in order to make a claim. Class Members who are current employees or contracting with Defendant will not need to return a W-9 form. Within one-hundred-fifty (150) days after the Notice is sent to the Class (the "Claims Date") the Class Member is to personally sign, date, and return the claims form affirming that the calculation is correct. The Settlement Administrator shall have full authority to adjudicate the validity of submitted claims.

(iii) The Net Settlement Fund will then be distributed pro rata on a per RVU basis (as accounted based on the number of eligible Supervisory RVUs according to Section 8.5(c)(i) above) to each Class Member who returned a valid claims form based on the Class Member's multiplier used in his or her contract with Defendant. The Settlement Administrator will distribute the Settlement Payments to Class Members as a check for the applicable pro rata amount, less appropriate withholdings for taxes, including but not limited to any FICA FUTA, and SDI contributions. The Settlement Payments will be mailed by the Settlement Administrator to the last known address of each Class Member who returned a valid claims form. Checks shall have an initial stale date of one hundred twenty (120) days after issuance. Upon request, or if any check is returned as undeliverable, the Settlement Administrator or Defendant, as appropriate, may reissue the check so long as the stale date provided on the check does not exceed two hundred (200) days from the Effective Date.

8.6 Unclaimed Settlement Funds. After two hundred (200) days from the Effective Date, all unclaimed monies, uncashed checks, and residual amounts held by the Settlement Administrator shall be used to pay the Settlement Administrator for the costs and fees of the Settlement Administrator including notice (or reimburse Defendant for any amounts paid at any time to the Settlement Administrator).

## 9. THE SETTLEMENT ADMINISTRATOR.

- 9.1 KCC, LLC shall serve as the Settlement Administrator. In the event that KCC, LLC is unwilling or unable to serve as the Settlement Administrator, the parties agree to work together to select a mutually agreeable Settlement Administrator. In the event the parties are unable to select a mutually agreeable Settlement Administrator, the Court shall select a Settlement Administrator.
- 9.2 The Settlement Administrator shall execute a retainer agreement that shall provide that, among other things, the Settlement Administrator shall be bound by and shall perform the obligations imposed on it under the terms of this Agreement. The retainer agreement shall include provisions requiring that all Class Member data shall be strictly confidential and secured by the Settlement Administrator by means of data security measures that meet the requirements of 12 C.F.R. § 748, and appendices thereto, and shall not be disclosed other than as provided for under the terms of this Agreement or as ordered by the Court.
- 9.3 The Settlement Administrator shall be subject to the jurisdiction of the Court with respect to the administration of this Agreement.
- 9.4 The Settlement Administrator shall keep all information regarding Class Members confidential except as otherwise provided herein. All data created or obtained and maintained by the Settlement Administrator pursuant to this Agreement shall be destroyed twelve (12) months after the Final Report is submitted to the Court, provided that Class Counsel and Defendant's Counsel, or either of them, at their own cost, shall receive a complete copy of the Settlement Administrator's records (excluding specific account information and social security numbers), together with a declaration establishing completeness and authenticity, which they may maintain consistent with their own document retention policies. To the extent Class Counsel receives a copy of the class list, it shall be subject to the protective order issued in this case and shall not be used for any purposes other than the implementation of this Agreement.
- 9.5 The Settlement Administrator also shall be responsible for timely and properly filing all applicable state and federal tax returns necessary or advisable, if any, with respect to the Settlement Fund, including providing any 1099 Forms to Class Members, as appropriate. Except as provided herein, Class Members shall be responsible for their own tax reporting of payments or credits received under the terms of this Agreement.
- 9.6 The Settlement Administrator will provide Defendant ten (10) days after the Claims Date with the list and claims amounts for Class Members who are current W-2 employees of Defendant.
- 9.7 The Settlement Administrator shall provide the data in its administration database to Defendant's Counsel and/or Class Counsel (excluding specific account information and social security numbers) in response to any written request, including an email request. The written request shall be copied to the other party when made. If transmitting such information by email, the Settlement

Administrator shall use secured email only. Such information shall be used only for purposes of the implementation of this Agreement.

10. OPT-OUTS.

10.1 A Class Member who wishes to exclude himself or herself from this Agreement, and from the release of claims and defenses provided for under the terms of this Agreement, shall submit an Exclusion Letter by U.S. mail to the Settlement Administrator. For an Exclusion Letter to be valid, it must be postmarked on or before the Bar Date to Opt Out. Any Exclusion Letter shall identify the Class Member by name, shall include the dates he or she contracted with Defendant, the Class Member's address, telephone number, and email address (if applicable), shall state that the Class Member wishes to exclude himself or herself from the Agreement, and shall be dated and personally signed by the Class Member. To be clear, no "mass" opt-outs shall be allowed and no opt-outs on a representative basis shall be allowed.

10.2 The Settlement Administrator shall maintain a list of persons who have excluded themselves and shall provide such list to Defendant's Counsel and Class Counsel at least four (4) days prior to the date Class Counsel is required to file the Motion for Final Approval. The Settlement Administrator shall retain the originals of all Exclusion Letters (including the envelopes with the postmarks). The Settlement Administrator shall make the original Exclusion Letters available to Class Counsel, Defendant's Counsel or the Court upon two (2) court days' written notice.

11. OBJECTIONS.

11.1 Any Class Member, other than a Class Member who timely submits an Exclusion Letter, may object to this Agreement.

11.2 To be valid and considered by the Court, the objection must be in writing and sent by U.S. mail, postage pre-paid, to the Settlement Administrator, and also be filed with the Court, with service upon Defendant's counsel and Class Counsel. The objection must be (1) mailed to the Settlement Administrator and received by or showing a postmark date on or before the Bar Date to Object and (2) filed with the Court and served upon Defendant's counsel and Class Counsel on or before the Bar Date to Object. Any Class Member wishing to object may serve their objection by U.S. Mail or using the Court's CM/ECF system. The objection must include the following information and must be personally signed and dated by each individual Class Member who wishes to object:

(a) The objector's name, address, telephone number, email address (if applicable), the dates he or she was contracted with Defendants, and the contact information for any attorney retained by the objector in connection with the objection or otherwise in connection with this case;

- (b) A statement of the factual and legal basis for each objection and any exhibits the objector wishes the Court to consider in connection with the objection; and
- (c) A statement as to whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel, and, if through counsel, identifying the counsel by name, address, and telephone number.

11.3 Class Counsel shall file responsive pleadings to any objections by the Supplementation Deadline or at least ten (10) days prior to the Final Approval Hearing Date, whichever is earlier. Counsel for Defendant may also file a response to any objections in this same time frame.

## 12. CONDITIONS TO SETTLEMENT.

12.1 This Agreement shall be subject to and is expressly conditioned on the occurrence of all of the following events:

- (a) The Court entering the Preliminary Approval/Notice Order, as required by Section 4 above;
- (b) The Court entering the Final Approval Order consistent with all the material terms of this Agreement, including Section 7 above, all objections, if any, to such Order being overruled, and all appeals taken from such Order being resolved in favor of affirming the Final Approval Order or dismissing the appeal, as the case may be; and
- (c) The Effective Date occurring.

12.2 If all of the conditions specified in Section 14(a) are not met, then Defendant shall have the sole discretion to terminate this Agreement.

12.3 Defendant shall have the option to terminate this Agreement if five percent (5%) or more of the Class Members opt out. Defendant shall notify Class Counsel and the Court of its intent to terminate this Agreement pursuant to this Section 12 within ten (10) business days after the Bar Date to Opt Out, or the option to terminate shall be considered waived.

12.4 In the event this Agreement is terminated, pursuant to Section 12.1(c) immediately above, or fails to become effective in accordance with Sections 12.1(a) and/or (b) immediately above, then the parties shall be restored to their respective positions in this case as they existed as of the date of the execution of this Agreement. In such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the parties and shall not be used in this case or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*. Within thirty (30) dates of the termination of

this Agreement, the parties shall request a status conference with the Court to enter a new Scheduling Order.

13. REPRESENTATIONS.

13.1 The parties to this Agreement represent that they have each read this Agreement and are fully aware of and understand all of its terms and the legal consequences thereof. The parties represent that they have consulted or have had the opportunity to consult with and have received or have had the opportunity to receive advice from legal counsel in connection with their review and execution of this Agreement.

13.2 The parties have not relied on any representations, promises, or agreements other than those expressly set forth in this Agreement.

13.3 The Named Plaintiffs, on behalf of the Class Members, represent that they have made such inquiry into the terms and conditions of this Agreement as they deem appropriate, and that by executing this Agreement, they, based on Class Counsel's advice, and their understanding of the case, believe the Agreement and all the terms and conditions set forth herein, are fair and reasonable to all Class Members.

13.4 The Named Plaintiffs represent that they have no knowledge of conflicts or other personal interests that would in any way impact their representation of the class in connection with the execution of this Agreement.

13.5 Defendant and Class Members consisting of corporate entities represent and warrant that they have obtained all corporate authority necessary to execute this Agreement and/or to submit claims to the Settlement Administrator.

14. FURTHER ASSURANCES. Each of the parties hereto agrees to execute and deliver all such further documents consistent with this Agreement, and to take all such further actions consistent with this Agreement, as may be required in order to carry the provisions of this Agreement into effect, subject to Class Counsel's obligation to protect the interests of the Class Members. Class Counsel (and any affiliate counsel) expressly acknowledge that they will not represent (directly or indirectly) any individual who (i) will be a Class Member who challenges in any way the settlement described in this Agreement; or (ii) who opts-out or who claims for any reason at some later date that they were not bound by the terms of the settlement described in this Agreement. The parties expressly acknowledge and agree that none of them will institute, participate in, or encourage any appeal from an order implementing the settlement described in this Agreement; provided, however, any party has the right to appeal an order regarding the settlement described in this Agreement that differs in any way from the material terms of this Agreement.

15. APPLICABLE LAW. This Agreement shall be governed by and interpreted, construed, and enforced pursuant to the laws of the State of Alabama, without regard to any conflicts of laws principles that may otherwise apply.

16. NO ORAL WAIVER OR MODIFICATION. No waiver or modification of any provision of this Agreement or of any breach thereof shall constitute a waiver or modification of any other provision or breach, whether or not similar. Nor shall any actual waiver or modification constitute a continuing waiver. No waiver or modification shall be binding unless executed in writing by the party making the waiver or modification.
17. ENTIRE AGREEMENT. This Agreement, including the exhibits attached hereto, constitutes the entire agreement made by and between the Parties pertaining to the subject matter hereof, and fully supersedes any and all prior or contemporaneous understandings, representations, warranties, and agreements made by the parties hereto or their representatives pertaining to the subject matter hereof. No extrinsic evidence whatsoever may be introduced in any judicial proceeding involving the construction or interpretation of this Agreement.
18. BINDING ON SUCCESSORS. This Agreement shall inure to the benefit of, and shall bind, each of the parties hereto and their successors.
19. SEVERABILITY. In the event any one or more of the provisions of this Agreement is determined to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this Agreement will not in any way be affected or impaired thereby.
20. COUNTERPARTS AND FACSIMILE SIGNATURES. This Agreement may be executed and delivered in separate counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts together shall constitute but one and the same instrument and agreement. Facsimile, e-signatures, and pdf signature pages shall have the same force and effect as original signatures.
21. CIRCULAR 230 DISCLAIMER. Each Party to this Agreement acknowledges and agrees that no provision of this Agreement, and no written communication or disclosure between the Parties or their counsel, was intended to be relied upon as tax advice within the meaning of United States Treasury Department circular 230 (31 CFR part 10, as amended); and that each Party has relied exclusively on their own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement; and that each Party is not entitled to rely upon any communication or disclosure by any attorney or advisor to avoid any tax penalty.
22. NOTIFICATION. Any notice to be given to Class Counsel or Named Plaintiff shall be sent by email or U.S. Mail as follows:

D.G. Pantazis  
WIGGINS, CHILDS, PANTAZIS,  
FISHER GOLDFARB  
The Kress Building  
301 19th Street North  
Birmingham, AL 35203

Any notice to be given to Defendant under the terms of this Agreement shall be sent by email or U.S. Mail as follows:

Jeff Starling  
Ryan Hodinka  
BALCH & BINGHAM LLP  
1901 6th Avenue North  
Suite 1500  
Birmingham, Alabama 35203  
Telephone: (205) 251-8100  
Facsimile: (205) 226-8799  
jstarling@balch.com  
rhodinka@balch.com

Any notice to the Settlement Administrator shall be sent by email to the address of the Settlement Administrator.

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**APPROVED AS TO FORM:**

Dated: February 11, 2022

BALCH & BINGHAM LLP

By:   
\_\_\_\_\_  
Jeff Starling  
One of the Attorneys for Defendant Team Health, LLC

Dated: February 11, 2022

WIGGINS, CHILDS, PANTAZIS, FISHER, GOLDFARB

By:   
\_\_\_\_\_  
D.G. Pantazis  
One of the Attorneys for Named Plaintiffs

# **EXHIBIT 1**

**If you are an emergency medicine physician who participated in an RVU incentive plan with Team Health, Inc., Team Health, LLC, Paragon Contracting Services, LLC or another Team Health operating affiliate between 2014 to 2019, your rights may be affected by a class action Settlement.**

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

- A Settlement has been reached with Team Health, LLC (formerly known as Team Health, Inc.) and Paragon Contracting Services, LLC (“Defendants”), in a class action lawsuit (*Forward Momentum et al. v. Team Health, Inc. et al.*, No. 2:17-cv-346 (M.D. Ala.)) about whether Defendants improperly compensated emergency medicine doctors and members of the putative Class for Supervisory Relative Value Units (“RVUs”) under their independent contractor or employment agreements with Defendants from 2014 until the implementation of Variable RVU Compensation Plans. “Supervisory RVUs” include assisting RVUs and shared RVUs that are associated with a physician’s name under Defendant’s regular accounting procedures and billing guidelines, and where the physician is identified as the primary provider with another provider listed as “secondary” for billing purposes, or as the secondary medical provider for billing purposes with an APC listed as “primary.” “Variable RVU Compensation Plans” refers to the Variable RVU Compensation Plans rolled out by Defendants and Defendants’ operating affiliates beginning in 2018 and continuing throughout 2019, which used different contract language for RVU plans that laid out more explicitly when physicians did and did not get credit for supervisory RVUs. Plaintiffs acknowledge that the position of the Defendants is that this new language, on its face, does not provide RVU credit for “assisting RVUs” and does not provide full RVU credit for “shared RVUs,” as defined in the operative “Variable RVU Compensation Plan” documents
- If approved by the Court, the Settlement will establish a \$15 Million Settlement Fund.
- You will be included in this Settlement if you are a physician who participated in one of Defendants’ RVU incentive plans for emergency medicine physicians from 2014 until implementation of a Variable RVU plan, whether as an independent contractor or employee, if you had Supervisory RVUs associated with your name as a primary or secondary provider, but were not paid for those RVUs under your relevant RVU incentive plan. However, you are not part of the class (1) if you were enrolled in a “pool plan,” “tiered plan,” or a plan where all RVUs were determined within the “sole discretion” of Defendants; (2) if you were working at a facility where Defendants paid all RVUs, regardless of type; or (3) if your plan excluded one or more types of Supervisory RVUs. A list of relevant facilities and contractual dates excluded from this definition are attached at the end of this Notice and available on the class website.
- The Court has not decided who is right or wrong. Instead, Plaintiffs and Defendants have agreed to a Settlement to avoid the risk and cost of further litigation.
- Your rights are affected whether you act or do not act. Read this Notice carefully.
- For more information, please call toll free [number] or visit the settlement website: [website].

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM FORM DEADLINE: [DATE]</b>	If you are a Class Member as defined in Question 5 below, you must timely submit a Claim Form or you will receive no payment.
<b>ASK TO BE EXCLUDED DEADLINE: [DATE]</b>	This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against Defendants related to the legal claims for monetary relief this Settlement resolves.
<b>OBJECT TO THE SETTLEMENT DEADLINE: [DATE]</b>	If you do not exclude yourself from the Settlement, you may object to it by writing to the Court about why you don't like the Settlement. If you object, you may also receive or file a claim for a payment.
<b>GO TO A HEARING ON: [DATE]</b>	You may object to the Settlement and ask the Court for permission to speak at the Final Approval Hearing about your objection.
<b>DO NOTHING</b>	If you do nothing, you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendants or their operating affiliates about the claims resolved and released by this Settlement. And if you do not timely file a claim form, you will receive no payment.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement.

**QUESTIONS? CALL 1-XXX-XXX-XXXX TOLL-FREE OR VISIT [WWW.WEBSITE.COM](http://WWW.WEBSITE.COM)**

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**QUESTIONS? CALL 1-XXX-XXX-XXXX TOLL-FREE OR VISIT WWW.WEBSITE.COM**

## BASIC INFORMATION

### 1. Why was this Notice issued?

A court authorized this Notice because you have a right to know about the proposed Settlement of this class action lawsuit and about all of your options before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, and who can get them.

The Honorable Keith Watkins, United States District Judge of the United States District Court for the Middle District of Alabama, is overseeing this class action. The case is known as *Forward Momentum, LLC, et al. v. Team Health, Inc. et al.*, Case No. 2:17-cv-346-WKW-JTA (the “Litigation”). The people and entities that filed this lawsuit are called the “Plaintiffs” and the entities they sued, Team Health, LLC (formerly known as Team Health, Inc.) and Paragon Contracting Services, LLC, are collectively referred to as the “Defendants.”

### 2. What is this lawsuit about?

The Plaintiffs allege that the Defendants improperly compensated emergency medicine doctors and members of the putative Class by underpaying Supervisory RVUs under certain independent contractor or other employment agreements with Defendants. The Defendants deny all of the claims made in the lawsuit.

### 3. What is a class action?

In a class action, one or more people or entities called Class Representatives (in this case, Forward Momentum, LLC, Argo Consulting, PC, Lisa M. Bundy, MD, LLC, Steven Bobo, Raymond J. Maguire, Landon E. Argo, Nima Bahraini, Dawn Donald, Roger D. Eiland, and Lisa M. Bundy) sue on behalf of other people and entities with similar claims. Together, the people and entities included in the class action are called a Class or Class Members. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

### 4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiffs or Defendants. Instead, the Plaintiffs and Defendants agreed to a Settlement. This way, they avoid the cost and burden of a trial and the people and entities affected can get benefits. The Class Representatives and their attorneys think the Settlement is best for all Class Members.

## WHO IS INCLUDED IN THE SETTLEMENT

### 5. How do I know whether I am part of the Settlement?

The Settlement defines “Class Members” as “emergency medicine physicians located anywhere in the United States who participated in one of Defendant’s operating affiliates’ RVU incentive plans from 2014 until the physician executed a new contract with a Variable RVU Compensation Plan, whether as an independent contractor or employee, who had Supervisory RVUs associated with the physician’s name as a primary or secondary provider, but was not paid for some or all of those RVUs under the relevant RVU incentive plan.” Certain plans, however, are excluded from the class. You are not part of the class (1) if you were enrolled in a “pool plan,” “tiered plan,” or a plan where all RVUs were determined within the “sole discretion” of Defendants; (2) if you were working at a facility where Defendants paid all RVUs, regardless of type; or (3) if your plan excluded one or more types of Supervisory RVUs. If you participated in more than one type of RVU incentive plan during the relevant class period, you are still part of the class, though you will not be paid on claims for contracts excluded in subsections (1), (2), or (3) above, or to the extent that you filed similar complaints or claims against Defendant or its affiliated companies. A list of relevant facilities and contractual dates excluded from this definition are attached at the end of this notice and available on the class website.

### 6. Are there exceptions to being included?

Yes. The Settlement does not include the Defendants, counsel for any of the parties, or the Judge to whom this

**QUESTIONS? CALL 1-XXX-XXX-XXXX TOLL-FREE OR VISIT [WWW.WEBSITE.COM](http://WWW.WEBSITE.COM)**

case is assigned, or any persons or entity that properly executes, timely files, and serves an Exclusion Letter as defined in Question 15 below.

## THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

### 7. What does the Settlement provide?

Defendants have agreed to pay \$15,000,000 to settle the Litigation (“Settlement Fund”). After deducting attorneys’ fees and expenses, the remainder of the Settlement Fund will be used to make payments to Class Members who submit valid Claim Forms.

### 8. I am a Class Member. How much will my payment be?

Payment amounts will be calculated and distributed *pro rata* (proportionally) based on the total number of eligible Supervisory RVUs as calculated by Defendants (or Defendants’ affiliates) which were unpaid and the appropriate multiplier based on each Class Member’s contract with Defendants. Because only class members who submit claims will be paid, the settlement funds will be divided proportionally among the claims made based upon such percentages. The Settlement Administrator will use the same percentages to weigh the total number of Supervisory RVUs claimed by Class Members for determining the pro rata share for each RVU.

If the Settlement Fund is not completely expended within 200 days after the Settlement becomes effective, all unclaimed monies, uncashed checks, and residual amounts held by the Settlement Administrator shall be used to pay the costs of notice and administration or to reimburse Defendants for any amounts paid at any time to the Settlement Administrator.

## HOW TO GET A SETTLEMENT PAYMENT—SUBMITTING A CLAIM FORM

### 9. How do I get a payment from the Settlement?

If you are a Class Member, you will be sent a Claim Form listing your eligible number of Supervisory RVUs based on Defendants’ calculation. You must complete and submit a Claim Form by **[150 days after Notice is sent]**. Class Members who are former employees of Defendants or no longer contracting with Defendants must return a current IRS Form W-9 with their completed Claim Form to submit a valid claim. Class Members who are current employees of or contracting with Defendants or one of Defendants’ affiliates do not need to complete a W-9. Claim forms should be mailed to the Settlement Administrator, *Forward Momentum, LLC v. Team Health, Inc.*, Settlement Administrator, [address], [city], [state] [zip].

### 10. When would I get my Settlement payment?

The Court will hold a hearing on **[Final Approval Hearing date to be no earlier than 120 days after Notice]** to decide whether to grant final approval to the Settlement. If the Court approves the Settlement, there may be appeals. It is always uncertain whether appeals will be filed and, if so, how long it will take to resolve them. Settlement payments will be distributed as soon as possible, if and when the Court grants final approval to the Settlement and after any appeals are resolved.

### 11. What rights am I giving up if I stay in the Class?

Unless you exclude yourself, you are staying in the Class. If the Settlement is approved and becomes final, all of the Court’s orders will apply to you and legally bind you. You won’t be able to sue, continue to sue, or be part of any other lawsuit against Defendants or the Defendant Releasees (*see* next question) about the claims and rights resolved and released by this Settlement. Giving up these claims and rights is called “releasing” your claims.

### 12. What claims are released?

If and when the Settlement becomes final, Class Members will release and forever discharge Defendants, and all of their respective past, present, and future parents, subsidiaries, holding companies, affiliated companies and

**QUESTIONS? CALL 1-XXX-XXX-XXXX TOLL-FREE OR VISIT WWW.WEBSITE.COM**

corporations, and each of their respective past, present and future directors, officers, managers, employees, general partners, limited partners, principles, agents, employees, insurers, reinsurers, shareholders, attorneys, advisors, representatives, predecessors, successors, assigns, legal representatives, and agents (collectively, the “Defendant Releasees”) from any and all claims, actions, causes of action, rights to appeal, demands, rights, damages, costs, debts, interests, obligations, judgments, penalties, fees, attorney’s fees, and all other expenses for unpaid wages, salaries, bonuses and any and all forms of compensation arising from or relating in any way to RVUs or RVU incentive or compensation plans arising before or on the date of this Agreement, as well as those arising out of or related to the Litigation, and any previous or current employment or independent contractor relationship which Named Plaintiff and the Class Members who do not opt out now have, own or hold against any of the Defendant Releasees that arise out of or relate to the facts and claims alleged in the Complaint. Plaintiffs and Class Members further agree to waive any right to demand an independent audit, review, or accounting for RVUs or RVU incentive or compensation plans for RVUs generated before the date of this agreement.

More details about the claims you will be releasing are described in Section 3 of the Settlement Agreement and Release, available at [www.Website.com](http://www.Website.com). If too many persons opt out of the Settlement, the Defendants retains the right to terminate the entire Settlement.

## THE LAWYERS REPRESENTING YOU

### 13. Do I have a lawyer in this case?

Yes. Judge Watkins appointed the law firm of Wiggins Childs Pantazis Fisher & Goldfarb, LLC to represent you and other Class Members as “Class Counsel.” This law firm and its lawyers are experienced in handling similar cases. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

### 14. How will the lawyers be paid?

Class Counsel will ask the Court for an award of attorneys’ fees and expenses of up to \$5,250,000, plus an award of reasonable litigation costs. Counsel may ask for, or the Court may award, less than these amounts. If approved, attorneys’ fees and expenses will be deducted from the Settlement Fund. A Motion for Award of Fees and Costs will be filed no later than **[30 days after the date of the Notice]** and will be posted on the Settlement website for Class Members to review.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep the right to sue or continue to sue the Defendants or the Defendant Releasees about the claims that are being released in the Settlement if it is finally approved, you must take steps to get out of the Settlement. This is called excluding yourself from or opting out of the Settlement.

### 15. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must submit an Exclusion Letter to the Settlement Administrator. Your letter must include: (1) your name; (2) the dates you contracted with Defendants; (3) your address, telephone number, and email address (if applicable); (4) a statement that you wish to exclude yourself from the Agreement; and (5) be dated and personally signed by the Class Member. Your Exclusion Letter must be sent to the Settlement Administrator at the address below so it is postmarked (or timestamped) on or before **[60 days after the date of the Notice]**:

*Forward Momentum, LLC, et al. v. Team Health, Inc., et al.* Settlement Administrator  
[address]  
[city] [state] [zip]

**QUESTIONS? CALL 1-XXX-XXX-XXXX TOLL-FREE OR VISIT [WWW.WEBSITE.COM](http://WWW.WEBSITE.COM)**

You cannot exclude yourself by email.

**16. If I exclude myself, can I still get a payment from this Settlement?**

No. If you exclude yourself, you are telling the Court that you don't want to be part of the Settlement. You can only get a payment if you stay in the Settlement and submit a valid Claim Form.

**17. If I do not exclude myself, can I sue the Defendants for the same legal claims later?**

Unless you exclude yourself, you are giving up the right to sue the Defendants and the Defendant Releasees for the claims that this Settlement resolves and releases. You must exclude yourself from *this* Litigation to start or continue with your own lawsuit or be part of any other lawsuit against the Defendants or any of the Defendant Releasees. Any exclusion request will be honored to the fullest extent possible under the terms of the Settlement agreement and subject to any rulings by the Court.

**OBJECTING TO THE SETTLEMENT**

You can tell the Court if you don't agree with the Settlement or any part of it.

**18. How do I tell the Court that I do not like the Settlement?**

If you are a Class Member, you can object to the Settlement if you do not like it or a portion of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. Your objection must include: (1) your name, address, telephone number, and email address (if applicable); (2) the dates you contracted with Defendants; (3) your lawyer's contact information if you hired one to represent you with respect to your objection or the Litigation; (4) a statement of the factual and legal basis for each objection, as well as any exhibits you want the Court to consider in connection with your objection; and (5) a statement as to whether you intend to appear at the Final Approval Hearing, either in person or through your lawyer, and, if through your lawyer, the lawyer's name, address, and telephone number.

To be valid, your written objection must be in writing and personally signed, sent to the Settlement Administrator, filed with the Court, and served on Class Counsel and Counsel for Defendants on or before **[60 days after the date of the Notice]**. You may also serve your objection through the Court's CM/ECF system for electronic court filings:

<b>Court</b>
Debra P. Hackett, Clerk of Court United States District Court, Middle District of Alabama One Church Street Montgomery, AL 36104

<b>Class Counsel</b>	<b>Defendants' Counsel</b>
D.G. Pantazis Wiggins, Childs, Pantazis, Fisher, Goldfarb, LLC The Kress Building 301 19th Street North Birmingham, AL 35203	Jeff Starling Balch & Bingham LLP 1901 6th Avenue North Suite 1500 Birmingham, AL 35203

**19. May I come to Court to speak about my objection?**

Yes. You or your attorney may speak at the Final Approval Hearing about your objection. To do so, you must

**QUESTIONS? CALL 1-XXX-XXX-XXXX TOLL-FREE OR VISIT WWW.WEBSITE.COM**

include a statement in your objection indicating that you or your attorney intend to appear at the Final Approval Hearing.

**20. What is the difference between objecting to the Settlement and asking to be excluded from it?**

Objecting is simply telling the Court that you don't like something about the Settlement. Excluding yourself is telling the Court that you don't want to be part of the Settlement. A Class Member, however, may not object if they have excluded himself or herself (since he or she is no longer part of the Class).

### THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you don't have to.

**21. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Final Approval Hearing at \_\_: \_\_.m. on [date] in Courtroom \_\_ at the Frank M. Johnson Jr. U.S. Courthouse Complex, One Church Street, Montgomery, Alabama 36104. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. It will also consider whether to approve Class Counsel's request for an award of attorneys' fees and costs. If there are objections, the Court will consider them. Judge Watkins will listen to people who have asked to speak at the hearing (*see* Question 19 above). After the hearing, the Court will decide whether to approve the Settlement.

**22. Do I have to come to the hearing?**

No. Class Counsel will answer any questions Judge Watkins may have. However, you are welcome to come to the hearing at your own expense. If you send an objection, you do not have to come to court to talk about it. As long as you mailed, filed, and served your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

**23. May I speak at the hearing?**

Yes. You may ask the Court for permission to speak at the Final Approval Hearing (*see* Question 19 above).

### IF YOU DO NOTHING

**24. What happens if I do nothing at all?**

If you are Class Member and you do nothing, you will give up the rights explained in Question 11, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendants and the Defendant Releasees about the claims resolved and released by this Settlement. If you do not submit a Claim, you will not receive a payment from the Settlement.

### GETTING MORE INFORMATION

**25. How do I get more information?**

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement and Release. The Settlement Agreement and Release and other related documents are available at [www.Website.com](http://www.Website.com). Additional information is also available by calling 1-XXX-XXX-XXXX or by writing to *Forward Momentum, LLC, et al. v. Team Health, Inc., et al.*, Settlement Administrator, [address] [city] [state] [zip] [email]. Publicly-filed documents can also be obtained by visiting the office of the Clerk of the United States District Court for the Middle District of Alabama, or reviewing the Court's online docket.

**QUESTIONS? CALL 1-XXX-XXX-XXXX TOLL-FREE OR VISIT [WWW.WEBSITE.COM](http://WWW.WEBSITE.COM)**

# **EXHIBIT 2**

**Excluded Facilities & RVU Plans**

All Variable RVU Compensation Plans are excluded.

**Southeast Group Exclusions**

<b>Facility</b>	<b>Years Excluded</b>
St. Vincent's East (AL)	All
AdventHealth Altamonte (FL)	All
AdventHealth Apopka (FL)	All
AdventHealth Celebration (FL)	All
AdventHealth East Orlando (FL)	All
AdventHealth Kissimmee (FL)	All
AdventHealth Orlando (FL)	All
AdventHealth Waterman (FL)	All
AdventHealth Winter Park (FL)	All
Delray (FL)	All
Leesburg Regional Med. Ctr. (FL)	All
Martin Emergency – St. Lucie (FL)	All
Martin Health South (FL)	All
Martin Medical Ctr. (FL)	All
Palm Beach Gardens (FL)	All
Palmetto (FL)	All
The Villages Regional Hosp. (FL)	All
Tradition Medical Center (FL)	All
Piedmont Henry (GA)	All
Piedmont Rockdale (GA)	All
Slidell Memorial Hospital (LA)	All
Baptist Memorial – DeSoto (MS)	All
O'Neal – Onslow (NC)	All
Summerville Pediatrics (SC)	All
Parkwest/Knoxville/Ft. Sanders West (TN)	All
University of Tennessee (TN)	All

**Northeast Group Exclusions**

<b>Facility</b>	<b>Years Excluded</b>
St. Mary's Medical Center (PA)	All
Riverview	All
Robert W. Johnson – Hamilton (NJ)	All
St. Joe's – Reading (PA)	All
St. John – Westshore (OH)	All
The Christ (OH)	All
Pocono (PA)	All
Good Sam Hosp. – MW (OH)	All

## Exhibit 2

St. Mary's Passaic (NJ)	2014-7/1/2016
JFK Peds (NJ)	All
Lakewood (OH)	All
Fisher Titus (OH)	All
Jamestown (NY)	All
Vassar (NY)	All
St. John Hospital (MI)	All
St. John Macomb CDU	All
St. John Macomb ED & UC Twnshp. (MI)	All
St. John Macomb (MI)	All
St. John Oakland (MI)	All
McLaren Central (MI)	All
McLaren Flint (MI)	All
Mercy Suburban (PA)	All
St. Francis of Delaware (DE)	All
Good Samaritan (MD)	All
Brandywine (PA)	All
Hanover (PA)	2014-3/1/2016.
Nazareth (PA)	All
KMH - Cherry Hill (NJ)	All
West Jersey - Berlin (NJ)	All
West Jersey - Camden (NJ)	All
West Jersey - Voorhees (NJ)	10/1/2015-2019
Virtua - Mt. Holly (NJ)	7/1/2015-2019
Raritan Bay - Perth (NJ)	All
Raritan Bay - Old Bridge	All
EPA Middlesex - Edison (NJ)	All
WT Peds	All
Olean (NY)	All

## West Group Exclusions

Facility	Years Excluded
Chi Health - Mercy Council Bluffs (IA)	All
Providence Centralia Hospital (WA)	All
MH Greater Heights Hospital (TX)	All
MH Katy (TX)	All
MH Memorial City (TX)	All
MH Northeast (TX)	All
MH Pearland Hospital (TX)	All
MH Southeast (TX)	All
MH Southwest (TX)	All
MH Sugar Land (TX)	All
MH Woodlands (TX)	All

## Exhibit 2

Central Texas Medical Center (TX)	All
Heart Hospital of Austin WG (TX)	All
St. David's Bastrop FSED (TX)	All
St. David's Bee Cave FSED (TX)	All
St. David's Cedar Park FSED (TX)	All
St. David's Georgetown ED (TX)	All
St. David's Medical Center ED (TX)	All
St. David's North Austin ED (TX)	All
St. David's Pflugerville FSED (TX)	All
St. David's Round Rock ED (TX)	All
St. David's South Austin ED (TX)	All
Del Sol Medical Center (TX)	All
Las Palmas Medical Center (TX)	All
AdventHealth Central Texas (TX)	All
LP Memorial – Las Cruces (TX)	All
College Station Medical Ctr (TX)	All
Abrazo Arrowhead Campus (AZ)	All
Abrazo Buckeye Emergency (AZ)	All
Abrazo Central Campus (AZ)	All
Abrazo Scottsdale Campus (AZ)	All
Abrazo West Campus (AZ)	All
Banner Baywood (AZ)	All
Banner Gateway (AZ)	All
St. Joseph Med Ctr Stockton (CA)	All
Sharp Grossmont Hospital (CA)	All
Tri City Medical Center (CA)	All
Alton Memorial Hospital (IL)	All
BJC Northwest Healthcare (MO)	All
Parkland Health Ctr. – Farmington (MO)	All
Boone Hospital Center (MO)	All
ER at the Lake (NV)	2014–2015; 2016–2019 (only excludes unpaid assisting)
Mountain View (NV)	2014–2015; 2016–2019 (only excludes unpaid assisting)
Southern Hills (NV)	2014–2015; 2016–2019 (only excludes unpaid assisting)
ER at Aliante (NV)	2014–2015; 2016–2019 (only excludes unpaid assisting)
North Vista (NV)	All
St. Rose – San Martin (NV)	2014–2015; 2016–2019 (only excludes unpaid assisting)
St. Rose – Siena (NV)	2014–2015; 2016–2019 (only excludes unpaid assisting)
St. Rose – De Lima (NV)	2014–2015; 2016–2019 (only excludes unpaid assisting)
North Bay Medical Ctr. (CA)	2014–2019 (only excludes unpaid assisting)
Vaca Valley (CA)	2014–2019 (only excludes unpaid assisting)
Santa Rosa Memorial (CA)	2014–2019