

UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF ALABAMA

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, LLC, 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 1-888-256-2709 or visit the Class website: www.RVUsettlement.com.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM DEADLINE: AUGUST 29, 2022	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.
ASK TO BE EXCLUDED DEADLINE: MAY 31, 2022	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.
OBJECT TO THE SETTLEMENT DEADLINE: MAY 31, 2022	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.
GO TO A HEARING ON: JULY 28, 2022	You may object to the Settlement and ask the Court for permission to speak at the Final Approval Hearing about your objection.
DO NOTHING	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 1-888-256-2709 TOLL-FREE OR VISIT WWW.RVUSETTLEMENT.COM

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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 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, 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 Fund 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 **August 29, 2022**. 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 Form W-9. Claim Forms should be mailed to the Settlement Administrator, *Forward Momentum, LLC v. Team Health, Inc.* Settlement Administrator, P.O. Box 43434, Providence, RI 02940-3434.

10. When would I get my Settlement payment?

The Court will hold a hearing on **July 28, 2022** 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 to get a payment and 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 corporations, and each of their respective past, present and future directors, officers, managers, employees, general partners, limited partners, principals, 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, attorneys’ 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.RVUsettlement.com. If too many persons opt out of the Settlement, the Defendants retain 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 totaling \$3,750,000 and have waived their litigation costs. If approved, this fee award will be deducted from the Settlement Fund. A Motion for Award of Fees will be filed no later than **May 2, 2022** and will be posted on the Class 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 **May 31, 2022**:

Forward Momentum, LLC v. Team Health, Inc.
Settlement Administrator
P.O. Box 43434
Providence, RI 02940-3434

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 get a payment only 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 **May 31, 2022**. You may also serve your objection through the Court's CM/ECF system for electronic court filings:

Court
Debra P. Hackett, Clerk of the Court United States District Court, Middle District of Alabama One Church Street Montgomery, AL 36104

Class Counsel	Defendants' Counsel
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 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 1:30 p.m. on July 28, 2022 in Courtroom 2-B at the Frank M. Johnson Jr. U.S. Courthouse Complex, One Church Street, Montgomery, AL 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. 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 a 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.RVUsettlement.com. Additional information is also available by calling 1-888-256-2709 or by writing to *Forward Momentum, LLC v. Team Health, Inc.* Settlement Administrator, P.O. Box 43434, Providence, RI 02940-3434 or emailing admin@RVUsettlement.com. 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 1-888-256-2709 TOLL-FREE OR VISIT WWW.RVUSETTLEMENT.COM