

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT, along with all exhibits hereto (collectively, the “Agreement” or “Settlement”), resolves the matter now captioned *Jessica Williams, Sheryl Fritz, Jamie Terry et al. v. Corizon Health, Inc. and Corizon, LLC* in the United States District Court for the Western District of Missouri, Case No. 6:19-cv-03365SRB alleging claims under the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.*, (the “FLSA”) and Missouri state law (“the Litigation”) and is entered into between Plaintiffs, individually and on behalf of the FLSA collective and a Rule 23 state settlement class (collectively” “the Class” or “Class Members”) and Defendants Corizon Health, Inc. and Corizon, LLC on behalf of themselves, their officers, directors, shareholders, employees, representatives, corporate parents, corporate siblings, subsidiaries, predecessors, successors, affiliates thereof, and related entities (“Corizon” or the “Defendants”).

RECITALS AND BACKGROUND

1. Plaintiffs filed this Lawsuit on October 15, 2019 in the United States District Court for the Western District of Missouri, alleging violations of the Fair Labor Standards Act and Missouri state law. On December 15, 2020, Plaintiffs filed a Second Amended Complaint.

2. The Class and Corizon (the “Parties”) attended two mediations over the course of this case. The first with Judge Ray Price, and the second with David Vogel. Although both mediations failed, the second mediation helped the parties significantly narrow the gap between the parties’ respective positions, and several weeks after the second mediation the parties were able to reach an arm’s length resolution of the case.

3. During formal discovery, and prior to reaching the Settlement, the parties exchanged voluminous documents, payroll, timekeeping data, financial data, and ESI necessary to fairly

evaluate the Class Members' claims, including employment dates and duties, compensation data, swipe data, weeks worked, and hourly pay of Class Members during the relevant time period. Several depositions were taken of Plaintiffs, Corizon's management, and Missouri Department of Corrections employees.

4. Named Plaintiffs and their counsel have investigated, and evaluated, the facts and law relating to the claims asserted in the Litigation. In light of the costs, risks, and delay of continued litigation, balanced against the benefits of settlement to the Class, Named Plaintiffs and their counsel believe the Settlement, as provided in this Agreement, is in the best interests of the Class, and represents a fair, reasonable, and adequate resolution of the claims in the Litigation.

5. Corizon denies, and continues denying, the Named Plaintiffs' and the Class Members' allegations in the Litigation. Nonetheless, without admitting or conceding any liability or responsibility for damages, Defendants have agreed to settle the Litigation on the terms and conditions set forth in this Agreement to avoid the burden, expense and uncertainty of continuing litigation.

TERMS OF THE AGREEMENT

In consideration of the mutual promises in this Agreement, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions Used in this Agreement:

A. **"Administrative Costs"** means the costs of administration of the Settlement by a third-party claims administrator pursuant to this Agreement.

B. **"Agreement"** means this Settlement Agreement.

C. **"Attorneys' Fees and Lawsuit Costs"** means the amount paid to Class Counsel from the Gross Settlement Fund pursuant to Paragraph 3.E., including all attorneys' fees

and litigation expenses and costs incurred in the Litigation by Class Counsel, and retained and other associated counsel, related to the pursuit of claims in the Litigation. Class Counsel's attorneys' fees application shall not exceed thirty-three and one third (33⅓%) percent of the Gross Settlement Fund (*i.e.*, 33⅓% of Five Hundred and Fifty Thousand Dollars (\$550,000.00)), subject to Court approval. Class Counsel will also apply for its reasonable costs incurred in connection with the Litigation.

D. **"Claim Form"** means the Claim Form, Consent to Join, and Release, which the Parties shall request be substantially in the form attached as Exhibit D.

E. **"Claims Administrator"** shall mean the third-party claims administrator engaged to facilitate the notice and administration of this Settlement, including, among other things, by creating and mailing notice packets, processing Claim Form submissions, addressing or responding to Class Member inquiries, advising Class Members of deficiencies in their Claim Forms, preparing reports of class participation, calculating Distribution Amounts, preparing and mailing of distributions of/from settlement funds, obtaining current addresses, preparing tax returns and paying any taxes owed on payments to Settlement Class Members, Settlement Class Representatives, Class Counsel and/or any interest earned by the Qualified Settlement Fund.

F. **"Class Counsel" or "Plaintiffs' Counsel"** means Burger Law and Williams Dirks Dameron LLC.

G. **"Court"** means United States District Court for the Western District of Missouri.

H. **"Corizon's Counsel"** means Ogletree, Deakins, Nash, Smoak & Stewart, PC.

I. **"Distribution Amount"** means the amount distributed to a Settlement Class Member for alleged damages.

J. **“Effective Date”** means the date on which the Final Judgment and Order Approving Settlement become Final.

K. **“Employer Payroll Taxes”** means FICA, FUTA and SUTA payment obligations as a result of payments made to Settlement Class Members, which will be paid by the Claims Administrator before Distribution Amounts are disbursed to Settlement Class Members.

L. **“Existing Opt in Plaintiff”** means one of the approximately 949 individuals who submitted consent to join forms in this case.

M. **“Final”** means, when used in connection with any court order or judgment, that the relevant order or judgment will be final and no longer subject to appeal:

(i) If there is no objector to the Settlement, thirty days after the order is entered. If there is an objector, but no appeal is taken therefrom, sixty days after the entry of the Final Approval Order, or

(ii) if any appeal is taken therefrom, on the date on which all appeals therefrom, including petitions for rehearing or re-argument, petitions for rehearing *en banc* and petitions for *certiorari*, or any other form of review, have been finally disposed of, such that the time to appeal therefrom (including any potential extension of time) has expired, in a manner resulting in final judicial approval of this Agreement.

N. **“Final Approval Order”** means an order granting final approval of the Settlement, authorizes payments to the Settlement Class Members, Named Plaintiffs, the Claims Administrator, and Class Counsel as provided in this Agreement, and extinguishes the Wage and Hour Claims of the FLSA Collective and the Rule 23 Class.

O. **“FLSA Collective”** means the approximately 949 individuals who submitted consent to join forms in this case before, or after, the Court granted conditional certification of the FLSA Collective.

P. **“Gross Settlement Fund”** means the amount of five hundred and fifty thousand dollars (\$550,000.00). This payment includes the settlement allocations available to all Settlement Class Members, including any interest, liquidated or punitive, damages, taxes, payroll taxes, including Employer Payroll Taxes, Service Awards, Attorneys’ Fees and Lawsuit Costs, and Administrative Costs. The Gross Settlement Fund is based on the total number of Rule 23 class members of approximately 1,628 and FLSA Collective of approximately 949.

Q. **“Named Plaintiffs”** means Plaintiffs Jessica Williams, Sheryl Fritz, and Jamie Terry.

R. **“Net Distribution Amount”** means the amount to be distributed from the Net Settlement Fund to Settlement Class Members.

S. **“Net Settlement Fund”** means the Gross Settlement Fund less Administrative Costs, Attorneys’ Fees and Lawsuit Costs, Employer Payroll Taxes, and Service Awards.

T. **“Preliminary Approval”** means an Order “preliminarily approving” this Settlement, and ordering notice of settlement to be sent to the Class, including the procedure for notifying Class Members of their eligibility to participate in the Settlement.

U. **“Rule 23 Class”** means the Missouri class which was certified by the Court, and includes approximately 1,628 individuals with alleged damages within the limitations period October 15, 2014 to the present.

V. **“Service Awards”** means payments for service provided by certain individuals specified in Paragraph 3.D. below in recognition for their service to the Class.

W. **“Settlement”** means the terms of the Parties’ agreement to resolve the claims in the Litigation.

X. **“Settlement Classes”** means the Rule 23 Class and the FLSA Collective.

Y. **“Settlement Class Member”** means any member of the Rule 23 Class or FLSA Collective.

Z. **“Spreadsheet”** means an electronic spreadsheet which includes the first and last name, last known addresses, state of employment, personal email addresses (if known), employee ID numbers, social security numbers, and calculated damages for each Settlement Class Member.

AA. **“FLSA Wage and Hour Claims”** means claims pertaining, or related, to hours of work, or payment of wages based on the facts alleged in the Litigation under the FLSA .

BB. **“Missouri Wage and Hour Claims”** means claims pertaining, or related, to hours of work, or payment of wages based on the facts alleged in the Litigation under Missouri law.

2. Class Period(s) and Settlement Classes.

A. This Agreement resolves FLSA Wage and Hour Claims by the FLSA Collective and Missouri Wage and Hour Claims by the Rule 23 Class.

B. FLSA Collective Period. The Class Period shall be three years before the date each Existing Opt In Plaintiff filed a consent to join form in the Litigation through the date of this Agreement.

C. Rule 23 Class Period. The Class Period for the Rule 23 Class is October 15, 2014 through the date of this Agreement.

3. Settlement Fund and Allocation.

A. Corizon agrees to pay Five Hundred and Fifty Thousand Dollars (\$550,000.00), in order to fully and finally resolve the Litigation in its entirety, including all claims for Attorneys' Fees and Lawsuit Costs, interest, Administrative Costs, liquidated, damages, Employer Payroll Taxes, and Service Awards, if any. Corizon shall not be responsible for any taxes imposed by law on any person or entity receiving proceeds under this Agreement as a result of payments made to them, or any other sums in excess of the Gross Settlement Fund.

B. Net Settlement Fund. Payments to Settlement Class Members will only be made to those who are Existing Opt In Plaintiffs, or who are Rule 23 Class Members who submit a valid claim form. The payment will be in the form and manner specified below. Allocated amounts from the Net Settlement Fund which are not claimed will be redistributed to the Settlement Class Members who participate in the Settlement.

C. Allocation of the Net Settlement Fund. The Net Settlement Fund will be distributed as follows: fifty (50) percent to the Rule 23 Class (the "Rule 23 Distributions") and fifty (50) percent for the FLSA Collective (the "FLSA Distributions"). For the Rule 23 Class amount, each Rule 23 Class Member will be assigned his or her proportionate share of the Net Settlement Fund based on his or her weeks worked within the Rule 23 class period in which he or she did not work more than 40 hours. For the FLSA Collective, each member of the FLSA Collective will be assigned his or her proportionate share of the Net Settlement Fund based on his or her weeks worked within the FLSA Collective period in which he or she worked more than 40 hours, with a minimum amount of \$25 per member of the FLSA Collective. Individuals who are members of both the FLSA Collective and Rule 23 Class will receive payments from the Rule 23 Distributions and FLSA Distributions, but will not receive duplicative recoveries. These amounts

take into account each Class Member's unique payroll and time records and a uniform assumed number of unpaid pre- and post-shift minutes worked per shift. Any amounts unclaimed by a Rule 23 Class Member will be redistributed to the Net Settlement Fund. Thus, the estimated settlement amount provided in the notice to Class Members will increase if all Rule 23 Class Members do not file a claim.

D. Service Awards. Subject to Court approval, the individual Named Plaintiffs and Class Members who sat for depositions shall receive Service Awards in the following amounts from the Gross Settlement Fund: Named Plaintiffs, Jessica Williams, Sheryl Fritz, and Jamie Terry, \$5,000 each; and for the two additional Existing Opt-In Plaintiffs who sat for a deposition, Hannah Dossey and Sharon Patterson, \$1,000 each. These Service Awards are sought in recognition of efforts to pursue the claims raised in this Litigation on behalf of the Class, including providing factual information, sitting for depositions, and otherwise assisting Class Counsel with the prosecution of the Litigation at various levels of participation. The Service Awards will be made at the same time, and in addition to, the payment of Attorneys' Fees and Lawsuit Costs, set forth in this Agreement. Any amounts allocated as Service Awards under this Agreement, but not approved by the Court, shall be re-allocated to the Net Settlement Fund.

E. Attorneys' Fees and Lawsuit Costs. Class Counsel will seek an award of attorney's fees in the amount of One-Third ($\frac{1}{3}$) of the Gross Settlement Fund (\$183,333.33) as attorneys' fees, plus their costs of approximately \$54,455.53. Any amounts allocated as Attorneys' Fees and Lawsuit Costs under this paragraph, but not approved by the Court, shall be re-allocated to the Net Settlement Fund.

4. Release.

Upon the Effective Date, the FLSA Collective shall release Corizon of all FLSA Wage and Hour Claims. The Rule 23 Class shall release Corizon of all Missouri Wage and Hour Claims.

5. Settlement Approval.

A. Court Approval of Settlement. All terms and conditions of this Agreement are contingent upon the following:

(i) *Preliminary Approval.* On or before March 9, 2022, Plaintiffs will seek the Court's Preliminary Approval of the terms of this Agreement pursuant to Rule 23(e), by filing this Agreement with the Court and providing all information requested by the Court ("Preliminary Approval Motion").

(ii) For purposes of this Agreement, "Preliminary Approval" shall occur upon the issuance of a Court order granting the Preliminary Approval of the Agreement, approving the form and content of the notice and Claim Form advising the Settlement Classes of the material terms of this Settlement, the procedure for approval thereof, and their rights with respect thereto. Once Preliminary Approval has occurred, the Claims Administrator shall have fourteen (14) days to send settlement notice to the Class Members in a format substantially in compliance with Exhibit A to all individuals who have already opted into the case and are not part of the Rule 23 Class, Exhibit B to all individuals who have opted into the case who are also members of the Rule 23 Class, and Exhibit C to Rule 23 Class Members who have not already opted into the case. After the close of the notice period, the Court will then conduct a final approval hearing.

(iii) *Final Approval.* In connection with seeking Preliminary Approval, the Parties will ask the Court to schedule, and conduct, a Final approval hearing (the "Final Approval Hearing"), and to grant Final approval of the Settlement ("Final Approval") no earlier than the

period required by 28 U.S.C. §1715, and at least ninety (90) days, or as soon thereafter as practicable, after Preliminary Approval. The Parties will file an agreed Motion for Final Approval of the Settlement, and shall present a proposed Final Approval Order in connection therewith.

(iv) If the Court does not enter a Final Approval Order, or decides to do so only with material modifications to the terms of this Agreement, or if the Final Approval Order is reversed or vacated by a court of competent jurisdiction, this Agreement shall become null and void, unless the Parties agree in writing to modify this Agreement, and the Court approves this Agreement as modified. Notwithstanding the foregoing, if the Court approves the Gross Settlement Fund and releases set forth herein, but determines there should be a reallocation of the Net Settlement Fund, reduction of Service Awards, and/or a reduction of the amount paid to Class Counsel for Attorneys' Fees and Litigation Costs, the Agreement as so modified and approved by the Court, shall remain fully binding on the Parties.

(v) If the Court does not grant Preliminary Approval and Final Approval of the Settlement, or if the Effective Date does not occur for any reason, the settlement term sheet between the Parties and the Settlement Agreement shall be null and void and of no further use or effect, and the Parties will be returned to the *status quo ante* respective positions in the Litigation. In this event, the settlement term sheet between the Parties, this Agreement, and all information, negotiations, and discussions leading to, or arising from, those documents, shall not be used as evidence, or for any other purpose, in any lawsuit alleging any violation of any federal, state, or local laws. Nor may it be used to prove the value of the underlying claims in the Litigation, or an admission of the full value of Class Members' claims. Further, if Final Approval or the Effective Date does not occur for any reason, any amount of the Gross Settlement Fund that has been deposited in escrow shall be returned by the Claims Administrator to Corizon within five (5) days

after notice to the Claims Administrator of such event.

B. Dismissal of Action with Prejudice. Subject to, and conditioned upon, the Court's Final Approval in accordance with the terms and conditions of this Agreement, Plaintiffs agree the Litigation shall be dismissed with prejudice on the date of Final Approval subject to the Court retaining jurisdiction over issues involving the Settlement, with all Parties responsible for their own costs and attorneys' fees, except as otherwise specifically provided in this Agreement.

6. Settlement Administration and Payments.

A. The Settlement will be administered by the Claims Administrator. The Parties agree not to unreasonably withhold consent to selection of a Claims Administrator. The Claims Administrator shall be responsible for providing a bid that contains a "not to exceed" estimate of costs. Reasonable fees and expenses of the Claims Administrator shall be deducted from the Gross Settlement Fund.

B. The Claims Administrator shall perform the services described in this Agreement, and shall cooperate to its fullest extent with the Parties, including, without limitation:

- (i) Holding the Gross Settlement Fund in escrow;
- (ii) Receiving from Corizon, and updating and maintaining as necessary, a mailing list, mailing the notices and Claim Forms, along with the follow-up mailings set forth in this Agreement to effectuate notice and to obtain as many returned Claim Forms as practicable;
- (iii) Receiving Claim Forms and opt-out requests;
- (iv) Calculating Distribution Amounts for Settlement Class Members, including calculating applicable payroll taxes and withholdings, Employer Payroll Taxes, and depositing taxes and withholdings with appropriate taxing authorities;

(v) Payment, from escrow, of any awards approved by the Court as to Attorneys' Fees and Lawsuit Costs and the Service Awards;

(vi) Payment, from escrow, of the Distribution Amounts from the Net Settlement Fund to Settlement Class Members, and of any Employer Payroll Taxes;

(vii) Preparation of tax returns and tax reporting of payments regarding any payments made under this Agreement;

(viii) Making determinations, after consulting with Class Counsel and Corizon's Counsel concerning disputes submitted by Settlement Class Members.

(ix) Providing notices of the Settlement to governmental authorities as required by law.

(x) Preparing, and submitting to the Court, a final accounting of the Settlement, twenty-one (21) days after the Claim Period expires in accordance with this Agreement; and

(xi) Any other obligations established in this Agreement, or subsequently agreed to by the Parties.

C. Notice and Claims Process.

(i) Within four (4) days of Preliminary Approval, Defendants will provide the Spreadsheet to the Claims Administrator and Class Counsel. The Parties shall provide the Claims Administrator with all necessary cooperation, including, but not limited to, the execution of all documents necessary to administer the Settlement, and any additional information reasonably available to Corizon or Class Counsel.

(ii) Claim Process. Within ten (10) days of receipt of the Spreadsheet, the Claims Administrator shall mail, and e-mail (if e-mail addresses are available) to the Class

Members a notice of the Settlement and Claim Forms in the forms attached as Exhibits A-D. The notice shall inform the Class Members of their eligibility to participate in the Settlement by submitting a Claim Form, thereby becoming a Settlement Class Member, as well as their anticipated gross approximate Distribution Amount. Settlement Class Members must submit a Claim Form within forty-five (45) days of its mailing (the “Claim Period”). Existing Opt In Plaintiffs need not submit a Claim Form to participate in the Settlement. The Claims Administrator shall provide a secure claims process for on-line submission of Claim Forms.

(iii) Validity of Claim Form. In order to be valid, a Claim Form must be completed as instructed on the Claim Form, with no other material alterations (except disputes pursuant to Paragraph 6(C)(iii)-6(c)(vii)), signed, dated, and postmarked, or otherwise returned to the Claims Administrator, within the Claim Period.

a. Within ten (10) days of receipt of an unsigned, incomplete, altered or otherwise invalid Claim Form, the Claims Administrator shall notify the Settlement Class Member who returned the form of its deficiency, and provide such individual with a substitute Claim Form the individual may use to cure the deficiency within the Claim Period. The notice of deficiency and substitute Claim Form shall be provided to the Settlement Class Member *via* U.S. mail or e-mail (if available). The substitute Claim Form must be returned and be signed, dated, complete, and unaltered by the end of the Claims Period, or within ten (10) days of notice of the deficiency, whichever is later. A Claim Form that remains unsigned, undated, incomplete, or altered after this time period is void. The Class Counsel and Corizon’s Counsel will attempt to mutually resolve any issues regarding the validity of any Claim Form deemed invalid by the Claims Administrator. If they are unable to do so, they will raise the issue with the Court.

b. Except for Existing Opt In Plaintiffs, who do not need to submit a Claim Form, Rule 23 Class Members who do not return a valid Claim Form to the Claims Administrator in compliance with the preceding paragraphs, and do not timely opt-out before the close of the Claims Period, shall be deemed to release state law claims against Corizon as described in Paragraph 4, and shall be deemed to have waived any right to receive a payment in conjunction with the Settlement.

(iv) Timeliness of Submissions

a. Any mailing sent by a Settlement Class Member shall be considered timely pursuant to this Agreement if the mailing is sent by U.S. Mail and postmarked on, or before, the applicable deadline.

b. If the prescribed time in which to complete any required, or permitted, notices or mailings in accordance with this Agreement expires on a Saturday, Sunday, or legal holiday (as defined by Fed. R. Civ. P 6(a)(4)), such time shall be continued to the next following business day.

(v) Notices Mandated by Statute. The Claims Administrator shall mail notices of the Settlement to an “Appropriate Federal Official” and “Appropriate State Officials” (collectively, “Government Officials”) as required by 28 U.S.C. § 1715, no later than three (3) days after the Motion for Preliminary Approval is filed with the Court.

(vi) Disputes.

a. Counsel for the Parties will meet and confer in good faith regarding disputes about class notice, and the validity of claims.

b. If a Settlement Class Member disputes the approximate gross Distribution Amount as pre-printed on the Class Notice, he or she must present pay stubs or other

credible evidence evidencing his or her basis for dispute. Counsel for the Parties shall promptly be notified by the Claims Administrator of any such dispute. The information provided by Corizon as to the number of eligible workweeks and gross pay information shall be determinative of any disputed Distribution Amount, except a Settlement Class Member may present to the Claims Administrator one or more Corizon paycheck stub(s), or other credible evidence, demonstrating entitlement to a greater Distribution Amount, such as a greater number of eligible workweeks. The Parties agree the Claims Administrator's decision will be presumed to be final and binding subject to Counsel for the Parties conferring in good faith when necessary.

c. It is the intent of the Parties that the Claims Administrator be the initial interface with Settlement Class Members about this Settlement and administration of the Settlement.

(vii) Procedures for Objecting to the Settlement.

a. Settlement Class Members seeking to object to the Settlement must timely file and serve such objection by the close of the Claims Period. The notices mailed to Settlement Class Members shall contain the requirements and information set forth in this subsection.

b. To object, Settlement Class Members must file with the Court, and serve on Counsel for the Parties by first-class mail, a short written statement describing their reasons for objecting to the Settlement. If a written statement of objections and supporting materials are not timely filed and served as set forth herein, the Court may determine a person may not be heard at the Final Approval Hearing (whether individually, or through separate counsel), or object to the Settlement.

c. Persons who fail to file, and timely serve, written objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement unless they can show good cause. Persons who are not Settlement Class Members, or who submit a timely request to opt out of the Settlement, may not object to the Settlement, and any objections filed by such persons will be null and void.

(viii) Procedure for Opting Out of the Settlement. Members of the Rule 23 Class who want to opt out of the Settlement must submit to the Claims Administrator a request to opt out that includes their name and the Corizon location(s) where they worked, submitted or postmarked by first-class U.S. mail no later than the close of the Claims Period. If, however, the member of the Rule 23 Class submits a timely valid Claim Form, his or her opt out request will be void. The Notices mailed by the Claims Administrator shall contain the requirements and information set forth in this subsection.

D. Payment of Attorneys' Fees and Lawsuit Costs and Service Awards. Within three (3) days after the Effective Date, the Claims Administrator shall wire the total amount of the Court-approved Attorneys' Fees and Lawsuit Costs to Class Counsel via Burger Law.

E. Funding the Settlement and Distribution of Settlement Payments.

(i) Corizon shall pay the entire Gross Settlement Amount into escrow with the Claims Administrator within three (3) days of Preliminary Approval of the Settlement.

(ii) In no event shall Corizon have a right to control the Gross Settlement Fund money once it is paid into escrow.

(iii) The Gross Settlement Fund is non-reversionary, and may only be returned if the Court does not Finally Approve the Settlement.

(iv) Within three (3) days of the Effective Date, or as soon as possible thereafter, the Claims Administrator shall issue the settlement checks to the class.

F. Undeliverable Settlement Materials. If materials sent to a Class Member are returned as undeliverable, the Claims Administrator shall promptly undertake reasonable steps to determine the Class Member's current address and, if an additional address is located, to send the materials to the updated address.

G. Uncashed Checks / Unclaimed Monies. Checks sent to Class Members under this Agreement shall remain negotiable for 180 days from the date of issuance. The Claims Administrator will mail a reminder postcard to any Settlement Class Members who do not cash their checks under this Agreement within ninety (90) days of issuance, and will notify the Parties' Counsel of any uncashed checks after 120 days of issuance. Settlement Class Members who do not cash their checks within 180 days of issuance will have their checks cancelled and the voided amounts will be paid to Missouri Legal Aid.

7. **Tax Treatment of Payments.** For individual settlement allocations, fifty percent (50%) of the Distributed Amount shall be reported by the Claims Administrator as wages to the appropriate taxing authorities on a Form W-2 issued to the Settlement Class Member with his or her taxpayer identification number, and shall be subject to deductions for applicable taxes and withholdings as required by federal, state, and local law. The remaining fifty percent (50%) of the Distribution Amount will be allocated to liquidated damages, and reported by the Claims Administrator as non-wage income to the appropriate taxing authorities on a Form 1099 (Box 3 – miscellaneous income) issued to the Settlement Class Member. Service Awards will be treated as non-wage income and reported by the Claims Administrator to the appropriate taxing authorities on a Form 1099 issued to the Class Member (Box 3 – miscellaneous income).

8. **The Court Retains Jurisdiction To Enforce Agreement.** The Court may retain jurisdiction with respect to the implementation and enforcement of the terms of the Agreement, to the extent permitted by law, and the Parties submit to the jurisdiction of the Court for purposes of implementing, and enforcing, the Settlement as set forth in this Agreement. Any action to enforce this Agreement shall be commenced, and maintained, before the Court. This Agreement shall be governed by Missouri law, without regard to that state's choice of law provisions.

9. **No Settlement Party Is the Drafter.** No Party shall be considered to be the drafter of this Agreement for the purpose of any statute, case law, or rule of construction that would, or might, cause this Agreement to be construed against the drafter. This Agreement was drafted with input by the Parties and their respective counsel, was the result of lengthy, carefully considered, arms-length negotiations between the Parties, and no reliance was placed on any representations other than those included in this Agreement.

10. **Cooperation Clause.** The Parties agree to cooperate, in good faith, to effectuate the Settlement, including securing the Court's approval of this Agreement, assisting with the administration of the Settlement in accordance with the terms of this Agreement, and obtaining Final Approval.

11. **No Admission of Liability and No Concession as to the Merits.** Corizon denies it violated the law in any manner, and specifically denies it violated any statutory or common law as alleged in the Litigation, and asserts it has strong defenses to the Litigation. Named Plaintiffs make no concessions as to the merits of their claims against Corizon. The Parties have entered into this Agreement to avoid the risks, uncertainty, expense, and burden of further litigation. Nothing in this Agreement, nor the consummation of this Agreement, is to be construed, or deemed, an admission of liability, culpability, negligence, or wrongdoing on the part of Corizon, or concession

thereof, or of the value of the underlying claims, on the part of the Named Plaintiffs and the Settlement Classes.

12. Material terms. Each and every term of this Agreement is a material term, and all such terms are interrelated with, dependent upon, and non-severable from, one another, including, but not limited to, all terms of monetary relief and non-monetary relief. If a dispute arises regarding a material term to this Agreement, the Parties agree to negotiate in good faith to resolve such dispute so as not to disturb the intent of the Parties, which is to fully and finally resolve the Litigation.

13. Complete Agreement. Other than as stated in this Agreement or the Parties' terms sheet, the Parties warrant no representation, promise, or inducement has been offered, or made to induce, them to enter into this Agreement and they are competent to execute this Agreement and accept full responsibility therefore. This Agreement contains the entire, complete, and integrated statement of each, and every, term and provision agreed to by, and among, the Parties, constitutes the entire understanding and agreement between the Parties, and supersedes all previous oral and written negotiations, agreements, commitments, and writings in connection therewith. This Agreement may not be amended or modified unless any amendment or modification is signed by the Parties' authorized representatives and approved by the Court.

14. Notifications and Communications. Any notifications and communications made pursuant to, required by, or otherwise made in connection with the terms of this Agreement shall be sent to the Parties at the addresses of their respective counsel as follows:

For Named Plaintiffs, Settlement Class Representatives and Class Members: Gary Burger Burger Law Firm, LLC 500 N. Broadway #1860 Saint Louis, Missouri 63102 gary@burgerlaw.com	For Defendants: Patrick Hulla Ogletree, Deakins, Nash, Smoak & Stewart, P.C. 4520 Main Street, Suite 400 Kansas City, MO 64111 patrick.hulla@ogletreedeakins.com
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15. Calculation of Time Periods. Unless otherwise expressly provided, all periods set forth in this Agreement shall be computed in calendar days. When computing any period prescribed, or allowed, by this Agreement, or by order of the Court, the day of the act, event, or default from which the designated period begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday, or a legal holiday, or, when the act to be done is the filing of a paper in Court, a day on which weather, or other conditions, have made the office of the Clerk of the Court inaccessible, in which event the period shall run until the end of the next day that is not a day on which the Court is inaccessible.

16. Agreement Form and Construction.

A. To the extent necessary to effectuate the terms of this Agreement, including without limitation the meaning of any defined terms, the singular shall be construed as the plural, and the plural construed as the singular, except when a plain reading of the language indicates the singular or plural is intended.

B. The notices of the Settlement will advise all Settlement Class Members of the binding nature of this Agreement with respect to any Existing Opt In Plaintiff, or any member of the Rule 23 Class who is not an Existing Opt In Plaintiff who does not opt out of the Settlement.

C. This Agreement shall be construed, and interpreted, to effectuate the intent of the Parties, which is to provide, through this Agreement, for a complete resolution of the Litigation and the claims released under this Agreement.

D. If there is an inconsistency between the (1) notices and/or Claim Form; and (2) the Settlement Agreement, this Agreement shall govern.

E. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement, and all of which, when taken together,

will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement, and of signature pages, by facsimile transmission, or other electronic means, will constitute effective execution and delivery of this Agreement as to the Parties, and, for all purposes, may be used in lieu of the original Agreement. Signatures of the Parties transmitted by facsimile or other electronic means will be deemed to be their original signatures for any purpose whatsoever.

IN WITNESS WHEREOF, the Parties and their Counsel have executed this Settlement Agreement as follows:

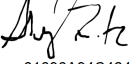
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NAMED PLAINTIFFS:

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Jessica Williams
Date: 3/8/2022

DocuSigned by:

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Sheryl Fritz
Date: 3/8/2022

DocuSigned by:

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Jamie Terry
Date: 3/8/2022

FOR CORIZON HEALTH, INC. AND CORIZON, LLC:



Signature
Date: March 8, 2022

J. Scott King

Printed Name

SVP and Chief Legal Officer

Title