

EXHIBIT A

[NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION AND HEARING DATE
FOR FINAL ARBITRATOR APPROVAL]

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AND HEARING DATE FOR FINAL ARBITRATOR APPROVAL**

Cindius Romney, as personal representative for the Estate of Michael Romney; Faron Bauer; and Kristen Childress, individually and on behalf of all others similarly situated, Claimants, v. Franciscan Medical Group, Franciscan Health System, Franciscan Health Ventures, Franciscan Northwest Physicians Health Network, LLC, and Catholic Health Initiatives, Respondents, Case No. 01-18-0001-4763 (American Arbitration Association) (“Arbitration”); and Cindius Romney, as personal representative for the Estate of Michael Romney; Faron Bauer; and Kristen Childress, individually and on behalf of all others similarly situated, Plaintiffs, v. Franciscan Medical Group, Franciscan Health System, Franciscan Health Ventures, Franciscan Northwest Physicians Health Network, LLC, and Catholic Health Initiatives, Defendants, Case No. 13-2-38634-8 KNT (King County Superior Court) (“Litigation”) (the Arbitration and Litigation, collectively, the “Lawsuit” or “Action”).

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT
ACT. PLEASE READ THIS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	<p>To receive a cash payment from the Settlement, you do not have to do anything.</p> <p>Your estimated Settlement Share is: \$<<__>>. See the explanation in Section 5 below.</p> <p>After final approval by the Arbitrator, the payment will be mailed to you at the same address as this notice. In exchange for the settlement payment, you will release claims against the Respondents/Defendants as detailed in Section 4 below. If your address has changed, you must notify the Settlement Administrator as explained in Section 6 below.</p>
Exclude Yourself	<p>To exclude yourself, you must send a written Election Not to Participate in Settlement to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement.</p> <p>Instructions are set forth in Section 7 below.</p>
Object	<p>Write to the Settlement Administrator about why you do not agree with the Settlement in order to appear at the Final Approval Hearing to make an oral objection.</p> <p>Directions are provided in Section 8 below.</p>

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of the above-captioned Action pending in the Superior Court of the State of Washington in King County and before the American

Arbitration Association has been granted preliminary approval by the Arbitrator. You may be entitled to receive money from this Settlement.

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

all Washington physicians, physician assistants (“PA”), and advanced registered nurse practitioners (“ARNP”) who entered into contracts with Respondents (hereafter collectively referred to as FMG) providing that they receive compensation “per hour” for time worked at any of Respondents’ Prompt Care or urgent care facilities from November 13, 2010 to the present.

This Class Notice explains the Lawsuit, the Settlement, and your legal rights. It is important that you read this Class Notice carefully as your rights may be affected by the Settlement.

2. What is this Lawsuit about?

On November 13, 2013, Dr. Michael Romney, M.D., Dr. Faron Bauer, M.D., and Dr. Kristen Childress, DNP, ARNP (“Class Representatives”), individually and on behalf of a putative class (collectively, “Claimants/Plaintiffs”), filed a class action complaint in the King County Superior Court in the State of Washington alleging that they and other similarly situated professionals have not been fully compensated for all hours worked per their employment agreements. On or about April 11, 2018, the Parties commenced arbitration in the American Arbitration Association (“AAA”). On March 31, 2021, the Parties’ arbitrator, the Hon. Louise A. LaMothe (the “Arbitrator”), granted Claimants/Plaintiffs’ Motion for Class Certification and certified the Class (as identified above).

Respondents/Defendants deny and dispute all of Claimants’/Plaintiffs’ claims. Specifically, Respondents/Defendants contend that Claimants/Plaintiffs were only entitled to extra compensation only if they worked an extra shift and that in all such instances they were paid for their extra shift work and that this Action cannot be maintained as a class action.

The Arbitrator granted preliminary approval of the Settlement on << PRELIMINARY APPROVAL DATE>>. The Arbitrator has approved Class Representatives to represent the Class Members, and Scott Blankenship and Rick Goldsworthy at the law firm of The Blankenship Law Firm, PLLC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. As part of an arm’s length negotiation, the parties have reached a settlement which both believe is fair. Respondents/Defendants have agreed to pay an “all in” maximum amount of Two Million Five Hundred Thousand Dollars (\$2,500,000) (the “Gross Settlement Amount”) to fund the settlement of this Action. The Gross Settlement Amount includes all payments of Settlement Shares to Settlement Class Members contemplated by the Settlement, the Settlement Administration Expenses, the Class Representative Service Payment, the Class Counsel Fees Payment, and the Class Counsel Litigation Expenses Payment. Any

employer-side payroll taxes on the portion of the Settlement Shares allocated to wages shall be separately paid by Respondents/Defendants.

Within fifteen (15) business days of the Judgment becoming Final, Respondents/Defendants will fund the Gross Settlement Amount by depositing the money with the Settlement Administrator. “Final” means the date the Judgment is no longer subject to appeal. Fifteen (15) business days after the Settlement is funded, the Settlement Administrator will mail checks for the Settlement Shares to Settlement Class Members.

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount as follows, which will be subject to final Arbitrator approval, and which will be deducted from the Gross Settlement Amount before Settlement Shares are made to Class Members who do not request exclusion (“Settlement Class Members”):

- Settlement Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed **\$5,620.00**, for expenses, including without limitation expenses of notifying the Class Members of the Settlement, processing opt outs, distributing Settlement Shares and tax forms, and handling inquiries and uncashed checks.
- Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. Payment to Class Counsel of reasonable attorneys’ fees of one-third (1/3) of the Maximum Gross Settlement Amount, and an additional amount to reimburse actual litigation costs incurred by Class Counsel. Class Counsel has been prosecuting the Action on behalf of Claimants/Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money for fees) since May 2013 and has been paying all litigation costs and expenses.
- Class Representative Service Payment. A Class Representative Service Payment to each Class Representative of Twenty Thousand Dollars (\$20,000.00), or such lesser amount as may be approved by the Arbitrator, to compensate them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook.

Calculation of Payments to Class Members. After all of the payments of the Arbitrator-approved Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and Settlement Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, the “Net Settlement Amount,” shall be distributed to Class Members as Settlement Shares to the Settlement Class Members. The Settlement Administrator will pay a Settlement Share from the Net Settlement Amount to each Settlement Class Member. The Settlement Share for each Settlement Class Member will be calculated by determining each eligible Class Member’s proportional share of the Net Settlement Amount based on their dates of service, employment contract(s), contracted pay per hour rate, and the approximate number of prompt care or urgent care shifts worked during the relevant time period. Under no circumstances will any Class Member receive less than \$2,000.00 (minus any

mandatory withholding for taxes) out of the Net Settlement Amount. The payments to Class Members will reflect wages, prejudgment interest, and penalties.

If the Settlement is approved by the Arbitrator and you do not exclude yourself, you will automatically be mailed a check for your Settlement Share to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. One-third of each Settlement Class Member's Settlement Share is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to income and payroll tax withholdings and shall be reported on IRS Form W-2. One-third of each Settlement Class Member's Settlement Share is in settlement of claims for interest and one-third of each Settlement Class Members' Settlement Share is in settlement of claims for penalties allegedly due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099. Settlement Class Members will be responsible for all applicable income taxes on the Non-Wage Portion of the Settlement. Neither Class Counsel nor Counsel for Respondents/Defendants intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Settlement Class Member are unique to him/her, and each Settlement Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Arbitrator entering an order granting final approval of the Settlement and entering judgment ("Judgment").

4. What Do I Release Under the Settlement?

Released Class Claims. As of the date the Judgment becomes Final, all Settlement Class Members will fully and finally release Respondents/Defendants from all wage and hour claims that were pled or could have been pled under the Labor Code, or federal, state, or local wage and hour laws, including the Fair Labor Standards Act ("FLSA"), based on the facts alleged in the Action ("Released Class Claims").

This means that, if you do not timely exclude yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Respondents/Defendants about the legal issues resolved by this Settlement. It also means that all of the Arbitrator's orders in this Action will apply to you and legally bind you.

5. How much will my payment be?

Your estimated Settlement Share is approximately << _____ >>.

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Settlement Share will be mailed automatically to the same address as this Class Notice. If your address is

incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is Simpluris and can be reached at 3194-C Airport Loop Drive, Costa Mesa, CA 92626, Ph: (800) 779-2104.

The Arbitrator will hold a Final Approval Hearing on August 12, 2022 to decide whether to approve the Settlement. If the Arbitrator approves the Settlement and there are no objections or appeals, payments will be mailed approximately three months after that hearing. If there are objections or appeals, resolving them can take time, usually more than a year. Please be patient.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will not receive a Settlement Share from the Settlement**, and you will not be bound by its terms.

To opt out, you must mail to the Settlement Administrator, by first class mail, a written, signed, and dated Election Not to Participate in Settlement postmarked no later than forty-five (45) days after the date of the Class Notice. The Election Not to Participate in Settlement must be received by the Settlement Administrator and must state in substance: "I wish to be excluded from the Class in the *Romney v. CHI* lawsuit. I understand that if I ask to be excluded from the Class, I will not receive a Settlement Share from the settlement of this Action." The Election Not to Participate in Settlement must state the Class Member's full name, address, telephone number, social security number for verification purposes, the approximate dates of employment in Washington by Respondents/Defendants, and the name and number of the case, which is listed on the first page of this Class Notice. The Election Not to Participate in Settlement must be completed by you. No other person may opt-out for a living member of the Class.

The address for the Settlement Administrator is 3194-C Airport Loop Drive, Costa Mesa, CA 92626.

Written Election Not to Participate in Settlement notices that are postmarked after _____, or are incomplete or unsigned, will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Arbitrator that I don't agree with the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Arbitrator for any reason may object in writing to the proposed Settlement, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, or the Class Representative Service Payment. Objections that are in writing must state the Class Member's name, current address, telephone number, and the dates of employment by Respondents/Defendants, and describe why you believe the Settlement is unfair and whether you intend to appear at the Final Approval Hearing. All written objections or other correspondence must also state the name and number of the case.

All written objections must be mailed to the Settlement Administrator with copies to the Parties' counsel, no later than forty-five (45) days after the date of the Class Notice.

Any Class Member who has objected in writing may also appear at the Final Approval Hearing on August 12, 2022 via zoom meeting.

To object to the Settlement, you must not opt out, and if the Arbitrator approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Class Members who do not object and you will still be mailed a check for your Settlement Share.

Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

The addresses for Parties' counsel are as follows:

Class Counsel:

Scott C.G. Blankenship, Esq.
Richard E. Goldsworthy, Esq.
The Blankenship Law Firm, PLLC
1000 Second Ave., Suite 3250
Seattle, WA 98104
Ph: (206) 343-2700

Counsel for Respondents/Defendants:

Donald Samuels, Esq.
Polsinelli
1401 Lawrence St., Suite 1200
Denver, CO 80202

Adam Merrill, Esq.
Polsinelli
One East Washington St., Suite 120
Phoenix, AZ 85004

9. When and where will the Arbitrator decide whether to approve the Settlement?

The Arbitrator will hold a Final Approval Hearing on August 12, 2022, via Zoom. At this hearing the Arbitrator will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Arbitrator to determine whether to grant final approval to the Settlement. If there are timely and procedurally proper objections, the Arbitrator will consider them. This hearing may be rescheduled by the Arbitrator without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend.

10. Right to participate in this settlement with no risk of retaliation.

You have a legal right to receive the money offered here without any risk of retaliation from Respondents/Defendants. State law prohibits Respondents/Defendants (employers and former employers) from discriminating or retaliating against or taking any negative actions against any person for participating in this Lawsuit, like taking this Settlement or otherwise making a claim or complaint for compensation, assisting or testifying in this Lawsuit, or otherwise participating in a proceeding or exercising their rights to claim wages owed.

11. How do I get more information about the Settlement?

You may call or write to the Settlement Administrator or contact the attorneys appointed by the

Arbitrator as Class Counsel, Scott Blankenship or Rick Goldsworthy, at The Blankenship Law Firm, PLLC at (206) 343-2700 or Sblankenship@blankenshiplawfirm.com.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment, or other settlement documents by going to Class Counsel's website at www.blankenshiplawfirm.com under "Current Class Actions."

PLEASE DO NOT CALL THE ARBITRATOR OR COUNSEL FOR RESPONENTS/DEFENDANTS ABOUT THIS NOTICE.

IMPORTANT

You must inform the Settlement Administrator of any change of address to ensure receipt of your Settlement Share.

Settlement checks will be null and void 180 days after issuance if not deposited or cashed. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.