

UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MISSOURI

COLLECTIVE ACTION SETTLEMENT NOTICE

**IF YOU HAVE BEEN EMPLOYED BY THE CITY OF KANSAS CITY, AND
CONSENTED TO JOIN THE LITIGATION KNOWN AS HERMSEN, ET. AL. V. THE
CITY OF KANSAS CITY, CASE NO. 4:11-CV-00753, YOU ARE ENTITLED TO A
MONETARY AWARD UNDER A COLLECTIVE ACTION SETTLEMENT.**

*A Federal Court authorized this notice. This is not a solicitation from a lawyer.
This is not a notice that you have been sued.*

- This collective-action settlement will cover people who either are or were employed in certain jobs by Defendant The City of Kansas City, Missouri, at any time between April 25, 2010, and July 9, 2014, and who consented to join the litigation.
- The settlement resolves a lawsuit over whether Defendant paid overtime to its EMTs and Paramedics who joined the lawsuit.

BASIC INFORMATION

1. Why did I get this notice package?

You were employed by Defendant and consented to join this litigation.

You were sent this notice because you have a right to know about a settlement of a collective action lawsuit, and about all of your options.

This package explains this lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the United States District Court for Western District of Missouri, and the case is known as *Marissa Hermesen, et. al. v. The City of Kansas City, Missouri*, Case No. 4:11-CV-753 (the “Litigation”). The persons who sued are called the “Plaintiffs” and the City of Kansas City is referred to as the “Defendant.”

2. What is this lawsuit about?

The Lawsuit involves claims by Plaintiffs that Defendant violated the federal Fair Labor Standards Act by failing to pay its EMTs and Paramedics for all overtime hours. Instead of treating EMTs and Paramedics as non exempt employees, Plaintiff claims that they were incorrectly treated as partially exempt firefighters, pursuant to 29 U.S.C. 207(k). Defendant denies the allegations in the Lawsuit.

3. Does the settlement mean that Defendant violated the law?

On June ___, 2014, a Federal Judge, in the United States District Court for the Western District of Missouri determined that the City was not allowed to treat its EMTs and Paramedics as partially exempt. The matter did not reach final resolution, meaning that the Court never determined what you were owed, and whether you were entitled to additional damages. Defendant strongly denies it violated any law with respect to the wages and overtime wages paid to its employees. Defendant contends that its policies and compensation practices are proper and in compliance with the law at all times. Defendant decided that it is a better use of its resources to resolve this matter now, so that it can direct its time and resources to its business operations and, thereby, to the welfare of all of its employees, citizens and customers.

4. Why is there a settlement?

Plaintiffs and Defendant agreed to settle the Litigation. By this Agreement, the parties avoid the cost of a trial, and the risks of appeal, and current and former Defendant's employees will receive compensation. Counsel for Defendant and Plaintiffs' counsel negotiated the terms of the settlement described in this Notice. Plaintiffs' lawyers believe that the proposed settlement is fair and reasonable and in the best interest of the Collective Class, because the settlement creates a settlement fund and avoids the considerable risks and delays involved in continuing the Litigation through trial and appeal. From the perspective of Defendant, settling now means that it does not have to keep spending money, time and effort on the Litigation.

Plaintiffs' lawyers believe the settlement is fair because they were not certain that the Collective Class would win on any of the remaining claims and, even if it did win, it might not get any more money than the money that Defendant has agreed to pay to settle the Litigation, for a number of reasons.

For the purposes of settlement, everyone who fits the following description is a Collective Class Member:

All individuals who worked as a EMTs and Paramedics without proper overtime compensation between April 25, 2010 and July 9, 2014, and who consented to join the litigation.

THE SETTLEMENT BENEFITS -- WHAT YOU GET

5. What does the settlement provide and how much will I be paid?

The amount the Defendant has agreed to pay you to resolve your claim as a Collective Class Member is set out on the attached check. This amount will be paid as lost wages on an IRS Form W2.

A Settlement Fund of \$1,975,000 was agreed upon between the parties to settle the Litigation. Your share of this Settlement Fund depended on how many static shifts you were scheduled between April 25, 2010 and July 9, 2014.

From this Settlement Fund, the Defendant will first pay \$559,974.00 for attorneys' fees, out-of-pocket costs and expenses, for all of the attorneys who have worked on this case on behalf of the Named Plaintiffs and Collective Class Members.

As discussed in ¶ 9 below, you are not obligated to participate in this settlement. If you do choose to participate in the settlement and are entitled to receive a payment from the Settlement Fund, you should deposit the check issued by The City of Kansas City, Missouri. Collective Class Counsel and Defendant cannot provide you with tax advice, so if you have any question about any payment you receive, you should consult your own tax professional.

6. How can I receive a payment?

Payment for your back wages is enclosed with this notice. All you need to do is deposit the check.

THE SETTLEMENT - WHAT DO YOU GIVE UP

8. What am I giving up to receive a payment?

By accepting payment, you agree that you have waived and released the Defendant from all Released Claims as defined in the Agreement.

Upon the entry by the Court of a Final Dismissal, all Opt-In Members shall be deemed to fully, forever, irrevocably and unconditionally release, remise, and discharge the Defendant and all related entities from any and all suits, actions, causes of action, claims, or demands against it based on putative violations of federal law pertaining to hours of work or payment of wages, including without limitation all claims that were asserted or could have been asserted in the Collective Action under the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.*, based on events that occurred or are alleged to have occurred between the dates of April 25, 2010 and July 9, 2014 (the "Released Claims").

**EXCLUDING YOURSELF FROM
THE SETTLEMENT COLLECTIVE CLASS**

9. What if I do not want to participate in the collective class settlement?

If you do not want a payment from this Agreement, you need to return the enclosed check to the Plaintiffs' attorneys, listed below by ***INSERT 30 DAYS FROM DATE OF DISTRIBUTION***. If you deposit the money into an account, you will have agreed to the settlement, and any claims you have that were asserted in this litigation will be resolved. You need to know that if you want to pursue your case on your own, nothing in this process has stopped your statute of limitations

on such claim from running. This means that if you do not participate in this Agreement, you may lose or limit any right you may have to recover in the future for any claim you may have for unpaid overtime.

10. Do I have a lawyer in this case?

The Court has designated Michael Hodgson of The Hodgson Law Firm, L.L.C., and Joseph K. Eischens, LLC as Collective Class Counsel to represent you and the other Collective Class Members. You can send any questions to Mr. Hodgson at 6 NW Main St., Lee's Summit, MO 64063. If you return your check, you have the right to get your own lawyer, at your own expense.

GETTING MORE INFORMATION

11. Are there more details about the settlement?

Yes. This Notice summarizes the most important aspects of the proposed settlement. You can get a copy of the entire Settlement Agreement and Release by calling the Plaintiffs' Counsel at 913-890-3529.

You also may read the Complaint and other pleadings in the Litigation, including the Settlement Agreement and Release, during regular office hours at the Office of the Clerk of the Court, United States Courthouse, United States District Court, Western District of Missouri, 400 E. 9th Street, Kansas City, Missouri (refer to Case No. 11-cv-753).

PLEASE DO NOT CALL THE COURT, THE CLERK, OR DEFENDANTS ABOUT THIS SETTLEMENT.

Date: _____, 2014

THE HON. BETH PHILLIPS

JUDGE, UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF MISSOURI