

**UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS**

DANIELLE PALLOTTA and CHERYL  
LAFLAMME, on behalf of themselves and  
all others similarly situated,

Plaintiffs,

v.

UNIVERSITY OF MASSACHUSETTS  
MEMORIAL MEDICAL CENTER,  
KRONOS INCORPORATED, and UKG  
INC.,

Defendants.

Civil Action No. 4:22-cv-10361-ADB

**DECLARATION OF JEREMIAH FREI-  
PEARSON IN SUPPORT OF MOTION  
FOR FINAL APPROVAL OF CLASS  
ACTION SETTLEMENT**

I, Jeremiah Frei-Pearson, declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the following is true and correct:

1. I am an attorney duly admitted to practice law in the State of New York and am admitted to practice *pro hac vice* before this Court in connection with the above-caption action (the “Action”).

2. I am a partner in the law firm of Finkelstein, Blankinship, Frei-Pearson & Garber, LLP (“FBFG”), and counsel for Plaintiffs Danielle Pallotta, Cheryl LaFlamme, Sandra Bravo, Melissa Lavin, Michelle Lemieux, Catherine Mysliewic, and Tania Ward (“Plaintiffs”), and the putative class in this case.

3. I am the attorney principally responsible for the handling of this matter for my firm. I have personal knowledge of the facts set forth in this declaration, and if called as a witness, I could and would testify competently thereto.

4. I make this declaration in support of Plaintiffs’ Motion for Preliminary Approval

of the Class Action Settlement filed herewith.

**I. FBFG's Experience**

5. My FBFG colleagues and I regularly engage in major complex litigation and have extensive experience in consumer privacy class action lawsuits, including cases of first impression to data breaches and consumer privacy throughout the country, and have been appointed class counsel numerous times.

6. FBFG has a proven track record of zealous and successful advocacy on behalf of its plaintiffs and the interests of class members. FBFG attorneys have successfully litigated complex class actions in federal and state courts all across the country and obtained successful results for clients against some of the world's largest corporations. A sampling of FBFG's more significant past and present cases can be found in the Firm's Resume, attached as Exhibit 2.

**II. Background Of This Litigation And Settlement Negotiations**

7. This action arises out of the alleged failure of UMass Memorial Medical Center, Inc. ("UMMMC") and UMass Memorial Health Care, Inc. ("UMMHC") (collectively the "UMass Defendants") to accurately pay employees due to a data breach experienced by the Ultimate Kronos Group ("UKG"), a timekeeping and payroll provider, beginning on or about December 11, 2021.

8. On March 9, 2022, Plaintiffs Danielle Pallotta and Cheryl LaFlamme commenced litigation under the Fair Labor Standards Act ("FLSA"), 29 U.S.C. §§ *et seq.* and the Massachusetts Wage Act in the above captioned matter (the "Lawsuit"), on behalf of themselves, and on behalf of all current or former non-exempt employees of UMass Defendants. The remainder of the Plaintiffs brought or intended to bring separate litigation alleging substantially similar allegations.

9. Before filing Plaintiffs' original action, FBFG exhaustively investigated their

claims, including researching all applicable laws and determining relevant facts, researching publicly available materials and actions relating to similar data breaches, and interviewing numerous current and former UMMMC and UMMHC employees. FBFG also conducted extensive research into the dangers of identity theft and available credit monitoring and identity theft protection plans.

10. Plaintiffs' Counsel also diligently pursued discovery, propounding comprehensive written discovery on UMass Defendants and UKG. The Parties agreed to mediate the matter and engaged in informal discovery.

11. Plaintiffs and UKG, and other parties engaged in mediation and settlement talks but were ultimately unable to reach an agreement. Plaintiffs' counsel have stated openly that they could not agree to a nationwide settlement that provides all victims of UKG's data breach with an average of less than \$1.00 per person (or with a payment close to those to those figures). Thus, Plaintiffs and their counsel did not participate in the settlement with UKG. Plaintiffs and their counsel took the position that they would object if UKG agreed to a settlement with other plaintiffs that resolved the monetary harms suffered by the victims of UKG's data breach for the trivial amounts reflected in UKG's global data breach settlement. *See In Re UKG Inc. Cybersecurity Litigation. In Re UKG Inc. Cybersecurity Litigation*, Case No. 22-00346, Dkt. No. 68 (N.D. Cal. Jan. 18, 2022). Notably, after extensive communication between Plaintiffs' counsel and counsel for UKG, UKG's settlement does not release Class Members' monetary claims against UKG.

12. On January 30, 2023, Plaintiffs and the UMass Defendants participated in a full-day, arms-length mediation session before an independent mediator, the Honorable Diane Welsh (retired) of JAMS. Both Parties provided Judge Welsh with mediation statements in advance of the session. Following the full day of mediation, the Parties continued to work with Judge Welsh

towards settlement, engaging in numerous teleconferences and other communications as they negotiated the terms of the settlement.

13. The negotiations leading to the Settlement were hard-fought. The Parties were able to articulate the strengths and weaknesses of each other's position, ultimately reaching a settlement after weighing the facts and applicable law, the risks of continued litigation, and Judge Welsh's guidance. Negotiating the settlement terms was a long and sometimes highly contentious process and ultimately required several months to reach a final agreement. The Parties executed the Settlement Agreement on May 12, 2023.

14. Plaintiffs have participated actively in the case on behalf of themselves and the Settlement Class, taking time to repeatedly speak with Class Counsel, search for and provide relevant evidence, review and approve the complaints for filing, keep abreast of the litigation for and remain actively involved in the settlement process. They have also indicated their willingness to sit for depositions in this litigation and indicated their desire to continue protecting the interests of the class through settlement or continued litigation. Moreover, Plaintiffs intend to work with Class Counsel and with their union and colleagues in efforts to maximize the number of Settlement Class members who participate in the settlement.

15. The Plaintiffs' interests are identical to those of the Class, and Plaintiffs have no conflicts of interest with the Class.

### **III. The Settlement**

16. The proposed Class Definition consists of the following Classes:

**FLSA Collective:** All hourly employees of UMass Memorial Medical Center, Inc. and/or UMass Memorial Health Care, Inc. who, according to Defendants' records, did not receive timely payment of wages as a result of the Data Breach and who consent to join this settlement by completing and returning a valid and timely FLSA Consent Form.



**Massachusetts Wage Act Class:** All hourly employees of UMass Memorial Medical Center, Inc. and/or UMass Memorial Health Care, Inc. who, according to Defendants' records, did not receive timely payment of wages as a result of the Data Breach

17. Based on documents and data produced during informal mediations and conferrals with the UMass Defendants' counsel, Plaintiffs estimate that the FLSA Collective and Massachusetts Wage Act Class contain approximately 3,178 members who would be entitled to receive payment under the Settlement.

18. There are three other cases known by the Parties that will be affected by this Settlement:

- (1) *Lavin v. University of Massachusetts Memorial Medical Center*, No. 2285CV00056C (Mass. Sup. Ct.);
- (2) *Ward v. UKG, Inc., UMass Memorial Health Care, Inc., and UMass Memorial Medical Center, Inc.*, No. 22-40084 (D. Mass.);
- (3) *Mysliewic v. UKG, Inc., and UMass Memorial Medical Center, Inc.*, No. 22-40083 (D. Mass.).

19. Those related cases will be dismissed in the event that this Court finally approves the Settlement.

20. The Parties have selected CAC Services Group, LLC ("CAC") to act as Settlement Administrator. The Parties selected CAC after Plaintiffs and the UMass Defendants solicited bids from several settlement administrators. CAC provided the most reasonable bid.

21. CAC is an experienced, qualified administrator in the business of efficiently processing class action settlements.

22. Pursuant to the standards and procedures set forth in the Settlement Agreement, CAC shall receive, review, and approve or reject Claim Forms.

#### **IV. Exhibits**

23. Attached as Exhibit 1 is a true and correct copy of the Settlement and Release Agreement and its attendant exhibits.

24. Attached as Exhibit 2 is a true and correct copy of FBFG's Firm Resume.

25. Attached as Exhibit 3 is a true and correct copy of the Parties' agreed proposed Class Action Long Form Notice.

26. Attached as Exhibit 4 is a true and correct copy of the Parties' General Releases.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on May 12, 2023, at White Plains, New York.

*s/ Jeremiah Frei-Pearson*  
Jeremiah Frei-Pearson

# **EXHIBIT 1**

**UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS**

DANIELLE PALLOTTA and CHERYL  
LAFLAMME, on behalf of themselves and  
all others similarly situated,

Plaintiffs,

v.

UNIVERSITY OF MASSACHUSETTS  
MEMORIAL MEDICAL CENTER,  
KRONOS INCORPORATED, and UKG  
INC.,

Defendants.

Civil Action No. 4:22-cv-10361-ADB

**SETTLEMENT AND RELEASE AGREEMENT**

This Settlement and Release Agreement (the “Settlement Agreement”) is entered into by and between Plaintiffs Danielle Pallotta, Cheryl LaFlamme, Sandra Bravo, Melissa Lavin, Michelle Lemieux, Catherine Mysliewic and Tania Ward (collectively, the “Plaintiffs”), on behalf of themselves, and on behalf of all members of the Putative FLSA Collective and the Massachusetts Wage Act Class (as those terms are defined herein) and UMass Memorial Medical Center, Inc. (“UMMMC”) and UMass Memorial Health Care, Inc. (“UMMHC”) (collectively the “UMass Defendants”) (together, the “Settling Parties”), pertaining to the alleged failure of the UMass Defendants to accurately pay employees due to the Ultimate Kronos Group (“UKG”), a timekeeping provider, experiencing a cybersecurity incident beginning on or about December 11, 2021, and continuing until the time that UMass Defendants regained full access to all UKG products and services and resumed normal employee timekeeping operations (the “Kronos Outage”).

**I. RECITALS**

**a.** WHEREAS, on March 9, 2022, Plaintiffs Danielle Pallotta and Cheryl LaFlamme commenced litigation under the Fair Labor Standards Act (“FLSA”), 29 U.S.C. §§ 201 *et seq.* and the Massachusetts Wage Act in the U.S. District Court for the District of Massachusetts (the “Court”) in the above captioned matter (the “Lawsuit”), on behalf of themselves, and on behalf of all current or former non-exempt employees of Releasees, as the term is defined herein, who worked in the United States at any time during the onset of the Kronos Outage;<sup>1</sup>

**b.** WHEREAS, the remainder of the Plaintiffs brought or intended to bring separate litigation in either the U.S. District Court for the District of Massachusetts or Massachusetts state court alleging substantially similar allegations against Releasees under the FLSA, Massachusetts state law, or both<sup>2</sup> (the “Related Lawsuits”);

**c.** WHEREAS, the Settling Parties have agreed to certify a Putative FLSA Collective and a Massachusetts Wage Act Class, and consolidate the Lawsuit and Related Lawsuits solely for the purposes of entering into a global settlement agreement and have agreed to ask the *Pallotta* Court to approve this global settlement agreement;

**d.** WHEREAS, the Settling Parties have agreed to dismiss the Lawsuit and Related Lawsuits against the UMass Defendants, as soon as possible following the Effective Date of this Agreement;

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<sup>1</sup> The Lawsuit also contains unrelated privacy claims against UKG, Inc. and Kronos Incorporated (collectively “UKG”), as well as against UMass Defendants (as that term is defined herein). This Agreement in no way waives or limits the ability of any Plaintiffs or Class Members to engage in legal proceedings against UKG. Plaintiffs and Class Members agree to dismiss with prejudice all privacy claims against the UMass Defendants from the Lawsuit and the Related Lawsuits.

<sup>2</sup> *Lavin v. University of Massachusetts Memorial Medical Center*, No. 2285CV00056C (Mass. Sup. Ct.); *Ward v. UKG, Inc., UMass Memorial Health Care, Inc., and UMass Memorial Medical Center, Inc.*, No. 22-40084 (D. Mass.); and *Mysliewic v. UKG, Inc., and UMass Memorial Medical Center, Inc.*, No. 22-40083 (D. Mass.).

**e.** WHEREAS, the Settling Parties agreed to retain an experienced mediator, Ret. Judge Diane Welsh, Esq., to assist with the global settlement of all claims set forth in the Lawsuit and the Related Lawsuits;

**f.** WHEREAS, following the exchange of data and other information, the Settling Parties participated in a full day mediation session facilitated by Ret. Judge Diane Welsh, Esq.,

**g.** WHEREAS, the Settling Parties have made a thorough and independent investigation of the facts and law relating to the allegations in the Lawsuit. In entering into this Settlement Agreement, the Settling Parties have considered: (a) the facts developed during informal discovery and the law applicable thereto; (b) the attendant risks of continued litigation and the uncertainty of the outcome of the claims alleged; and (c) the desirability of consummating this settlement according to the terms of this Settlement Agreement. The Settling Parties have each concluded that it is in their best interests to settle the Lawsuit and the Related Lawsuits pursuant to the terms set forth herein; and

**h.** WHEREAS, in order to avoid the expense and burdens of further litigation, the Settling Parties desire to resolve any and all suits, actions, causes of action, claims, or demands against the UMass Defendants, based on putative violations of the FLSA and/or any state wage and hour law relating to or arising out of the Kronos Outage, including, without limitation, all state, local, and federal claims for unpaid wages (whether minimum wage or overtime), failure to timely pay wages, failure to record hours worked, paystub requirements, reimbursement, and all related claims for statutory damages or penalties, interest, liquidated damages, attorneys' fees, costs, expenses, and all other such amounts, and including, without limitation, all claims that have been asserted in the Lawsuit or in the Related Lawsuits.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises hereinafter set forth, the Settling Parties agree as follows:

## **II. DEFINITIONS**

As used in this Settlement Agreement and the attached exhibits (which are an integral part of the Settlement and are incorporated in their entirety by reference), the following terms shall have the meanings set forth below, unless this Settlement Agreement specifically provides otherwise. Other capitalized terms in this Settlement Agreement but not defined in this section shall have the meanings ascribed to them elsewhere in this Settlement Agreement.

- a. “Claims Administrator”** means CAC Services Group, LLC.
- b. “Effective Date of the Agreement”** means ten (10) days after the Court enters the Order finally approving the Settling Parties’ Settlement and dismissing with prejudice the Lawsuit and Related Lawsuits against the UMass Defendants.
- c. “FLSA Collective” or “FLSA Collective Members” or “Collective Members”** means those Putative FLSA Collective members who consent to join this settlement by completing and returning a valid and timely FLSA Consent Form.
- d. “Lawsuit”** means the above-captioned case, *Pallotta v. University of Massachusetts Memorial Medical Center, et al*, No. 4:22-cv-10361-ADB (D. Mass.).
- e. “Massachusetts Wage Act Class” or “Massachusetts Wage Act Class Members” or “Class Members”** means all hourly employees of UMass Memorial Medical Center, Inc. and/or UMass Memorial Health Care, Inc. who, according to Defendants’ records, did not receive timely payment of wages as a result of the Kronos Outage.
- f. “Named Plaintiffs”** means Danielle Pallotta, Cheryl LaFlamme, Sandra Bravo, Melissa Lavin, Michelle Lemieux, Catherine Mysliewic and Tania Ward.

**g. “Notice Packet”** means the form of Notice to be sent to the Class following the Court’s entry of an Order granting preliminary approval of the Settlement, the FLSA Consent Form, and postage pre-paid return envelope, in the form attached as Exhibit 1.

**h. “Plaintiffs”** means the Named Plaintiffs and the Collective Members and Class Members.

**i. “Plaintiffs’ Counsel”** means Finkelstein, Blankinship, Frei-Pearson & Garber, LLP, Sheff & Cook, LLC, and Gordon Law Group, LLP.

**j. “Putative FLSA Collective” or “Putative FLSA Collective Members”** means all hourly employees of UMass Memorial Medical Center, Inc. and/or UMass Memorial Health Care, Inc. who, according to Defendants’ records, did not receive timely payment of wages as a result of the Kronos Outage.

**k. “Releasees”** means UMass Defendants and each of their past, present, and future parent companies, subsidiaries; predecessors; affiliates; divisions; agents; managers; owners; members; officers; directors; partners; investors; legal representatives; accountants; trustees; executors; administrators; real or alleged alter egos; predecessors; successors; transferees; assigns; attorneys; and insurers.

**l. “Released Claims”** means the Named Plaintiffs, the FLSA Collective, and the Massachusetts Wage Act Class members shall be deemed to have released and forever discharged UMass Defendants from all claims, demands, rules or regulations, or any other causes of action of whatever nature, whether known or unknown, regarding the following claims, arising during any pay period from December 11, 2021, through the earlier of either the date each Putative FLSA Collective Member submits a consent form or the Effective Date:



1. All claims for recovery of wages, including but not limited to regular wages, minimum wages, and overtime wages in accordance with state or federal law;
2. All claims for liquidated and/or penalty damages under the FLSA and/or any other applicable state statutory, contractual or common law wage-and-hour theory, including the Massachusetts Wage Act, MGL ch. 149, et seq.;
3. All claims relating to the calculation or payment of wages, failure to timely pay wages, failure to record hours worked, paystub requirements, reimbursement, and all related claims for statutory damages or penalties arising under the FLSA and/or any other applicable state wage-and-hour law, including the Massachusetts Wage Act, MGL ch. 149, et seq.;
4. All claims for conversion, breach of contract, quantum meruit, unjust enrichment, theft of labor, or other common law cause of action related to any alleged failure to pay for work performed or to be performed;
5. All privacy related claims, including but not limited to negligence and negligence per se claims, claims under any Massachusetts consumer protection statutes, intrusion upon seclusion and invasion of privacy claims including but not limited to claims under M.G.L.A. 214 § 1B, breach of fiduciary duty claims, breach of implied contract claims, breach of covenant of good faith and fair dealing claims; and
6. All related claims for interest, costs, declaratory or injunctive relief and attorneys' fees.

**m. “Related Lawsuits”** means *Lavin v. University of Massachusetts Memorial Medical Center*, No. 2285CV00056C (Mass. Sup. Ct.); *Ward v. UKG, Inc., UMass Memorial Health Care, Inc., and UMass Memorial Medical Center, Inc.*, No. 22-40084 (D. Mass.); and *Mysliewic v. UKG, Inc., and UMass Memorial Medical Center, Inc.*, No. 22-40083 (D. Mass.).

**n. “Settlement”** means the Settling Parties’ settlement of the Lawsuit and Related Lawsuits pursuant to the terms of this Settlement Agreement.

**o. “Settlement Amount”** means the total payments required of the UMass Defendants under this Settlement Agreement in the maximum amount of One Million Two Hundred Thousand Dollars (\$1,200,000.00), which shall be distributed pursuant to the terms of this Settlement Agreement, pending approval by the Court.

**p. “Settling Parties”** means the Named Plaintiffs, the Collective Members, the Class Members, and the UMass Defendants.

**q. “UMass Defendants’ Counsel”** means Jackson Lewis, P.C.

### **III. STIPULATION FOR CLASS CERTIFICATION**

**a.** The Settling Parties stipulate and agree to the certification of the FLSA Collective and the Massachusetts Wage Act Class (collectively, the “Settlement Class”) for purposes of this Settlement only. Should, for whatever reason, this Settlement not become final, such stipulation to class certification as part of the Settlement shall become null and void *ab initio* and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not certification would be appropriate in a non-settlement context. UMass Defendants expressly reserve their right to oppose class or collective certification should this Settlement not become final.

### **IV. OBTAINING COURT APPROVAL AND EFFECTUATING SETTLEMENT**

This Settlement requires approval by the Court. The Settling Parties agree to the following

steps in the sequence set forth below to effectuate the Settlement and to obtain Court approval:

**a. Preliminary Approval.** Within fourteen (14) days of the execution of this Settlement Agreement by each of the Settling Parties, the Named Plaintiffs will file a motion for preliminary approval of the Settlement (the “Motion for Preliminary Approval”) by the Court. The Settling Parties agree to continue and or request a stay of the proceedings in the Related Lawsuits as between the Settling Parties, pending final approval of the Settlement. Attached as Exhibit 1 is the proposed Notice Packet which will be sent to the Collective Members and Class Members. This Notice Packet shall be attached to the Motion for Preliminary Approval. For purposes of this Settlement Agreement, “Preliminary Approval” shall occur upon the issuance of a Court order granting the Motion for Preliminary Approval and approving the form and content of the Notice Packet in Exhibit 1.

**b. Class List.** Within seven (7) days of Preliminary Approval, the UMass Defendants shall provide the Settlement Administrator with a list, in Microsoft Excel or Comma Separated Value format, of the names, employee numbers, last known physical addresses, personal email addresses, and for all Putative FLSA Collective and Massachusetts Wage Act Class members (“Class List”), so that the Claims Administrator can issue the Notice Packet in the form agreed to by the Parties, attached as Exhibit 1. A copy of the Class List without the contact information shall be provided to Plaintiffs’ Counsel solely for the purposes directly related to this Lawsuit and effectuating the Settlement—for example, responding to inquiries made by any Putative FLSA Collective/Massachusetts Wage Act Class members.

**c. Notice Packet.** The Claims Administrator will send the Notice Packet by first class mail and by email to known Class Members within seven (7) days of receiving the Class List. Class Members shall have ninety (90) days to file claims to participate with the Claims

Administrator from the date Notice is issued by the Claims Administrator. There will also be a postcard reminder forty-five (45) days before the close of the claims period for those Class Members who had not before then made a claim, and, for those Class Members whose notice is returned, skip tracing and remailings for returned notices. Class Members may also submit claims via the Administrator's website.

**d. Undeliverable Notice Packets.** If any Notice Packet is returned as undeliverable, the Claims Administrator shall promptly attempt to locate such Collective Member or Class Member either using any additional contact information available or an electronic search using available information ("Tracing"). For any Notice Packet returned as undeliverable, the Claims Administrator shall, within five (5) days from the date the Notice Packet was returned as undeliverable, mail an additional Notice Packet to such Collective Member or Class Member at the address identified by Tracing ("Remailing"). The Claims Administrator shall not perform Tracing and/or Remailing more than one time for any Collective Member or Class Member. To the extent any mailed Notice Packet is returned as undeliverable, the Collective Member or Class Member shall be permitted thirty (30) days from any remailing of the Notice Packet to submit their objection (the "Remailing Period").

**e. Period for Objecting to Settlement.** Collective Members and Class Members will have ninety (90) days from the date their Notice Packet is mailed (the "Notice Period") to submit written objections to the Settlement to the Claims Administrator, if any. To be valid and effective, an objection must be signed, dated and post-marked or otherwise received by the Claims Administrator by the last day of the Notice Period. The Notice Packets provide that Collective Members and Class Members who wish to object to the Settlement must send a written statement of their objection to the Claims Administrator by the end of the Notice Period.

The Settling Parties take the following positions with respect to objections, which shall be reflected in the Motion for Final Approval: No person shall be entitled to be heard at the final approval hearing or to object to the Settlement and no written objections shall be received or considered by the Court unless they were timely sent to the Claims Administrator as set forth in the Notice Packet; persons who fail to send timely written objections as required by the Notice Packet shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement; and persons who are not Settlement Class members may not object to the Settlement.

**f. Incomplete FLSA Consent Form.** Collective Members and Class Members shall have ninety (90) days from the date their Notice Packet is mailed to return their FLSA Consent Form. In the event any Collective Member or Class Member returns an incomplete FLSA Consent Form, the Claims Administrator shall promptly provide the Collective Member or Class Member within seven (7) days with a letter requesting the information that was not provided and allow the Class Member until fourteen (14) days from the mailing of such cure letter to respond (the “Cure Period”). Any Collective Member or Class Member who fails to timely submit or cure the deficiencies noted in the cure letter will not be eligible to participate in this Settlement.

**g. Motion for Final Approval.** At least seven (7) days before the hearing scheduled by the Court for final approval of the Settlement, Plaintiffs’ Counsel shall prepare and file the Motion for Final Approval of the Settlement, which will be consistent with the terms of this Settlement Agreement.

**h. Dismissal of Related Lawsuits.** Within fifteen (15) days after the Effective Date of the Agreement, and upon conditions ordered by the Court, Plaintiffs will subsequently prepare

and seek dismissal of the Lawsuit and Related Lawsuits against the UMass Defendants with prejudice.

**i. Payment of Attorneys' Fees and Costs, Service Award and Award for the Release of the Named Plaintiffs' Individual Claims.** Within fifteen (15) days after the Effective Date of the Agreement, the Claims Administrator shall issue to Plaintiffs' Counsel checks for the amount of Attorneys' Fees and Costs and the Service Award, in accordance with such Order.

**j. Payment of Individual Settlement Payments.** Within fifteen (15) days after the Effective Date of the Agreement, the Claims Administrator shall send Individual Settlement Payments to Collective Members and Class Members by first class mail.

**k. Negotiation of Checks.** Checks issued to Collective Members and Class Members shall expire one hundred and twenty (120) days after they are issued. At the close of the 120-day period, the Claims Administrator shall issue a stop payment order on all uncashed or returned checks. Neither UMass Defendants, UMass Defendants' counsel, Named Plaintiffs, Plaintiffs' Counsel, nor the Claims Administrator shall have any liability for lost or stolen settlement checks, for forged signatures on settlement checks, or for unauthorized negotiation of settlement checks. Without limiting the foregoing, in the event a Collective Member or Class Member notifies the Claims Administrator that s/he believes that a settlement check has been lost or stolen, the Claims Administrator will immediately place a stop payment on such check. If the settlement check in question was not negotiated prior to the stop payment order and 120 days have not passed since the mailing of the settlement check, the Claims Administrator will issue a replacement check, from which the fees associated with the stop payment order will first be deducted. A failure by a Collective Member or Class Member to deposit or cash a check within

the time period allotted shall have no effect on that Settlement Class member's release of claims pursuant to this Settlement Agreement. Funds from any remaining uncashed or returned checks will remain the UMass Defendants' property.

**I.** The Settling Parties understand and agree that the Settlement set forth in this Settlement Agreement is subject to Court approval pursuant to Fed. R. Civ. P. 23. The Settling Parties agree to cooperate as necessary to obtain expeditious Court approval of this Settlement, so all required payments can be made as soon as practicable consistent with the requirements of Fed. R. Civ. P. 23 and the terms of this Settlement Agreement. In the event the Court fails to enter an order approving the Settlement in accordance with this Settlement Agreement (except for a modification of the attorneys' fees or service award), the Settling Parties shall proceed as follows:

1. The UMass Defendants deny the allegations made in the Lawsuit and the Related Lawsuits and deny that they engaged in any wrongdoing or violation of law. The UMass Defendants are entering into this Settlement Agreement because it will eliminate the burden, risk, and expense of further litigation. Except for purposes of this Settlement, neither this Settlement Agreement, nor any document referred to herein, nor any action taken to carry out this Settlement Agreement, may be used in any way as an admission, concession, or indication by or against the UMass Defendants of any fault, wrongdoing, or liability whatsoever
2. This Agreement will become null and void and the Lawsuit and Related Lawsuits will resume unless the Settling Parties jointly agree to: (a) seek reconsideration or appellate review of the decision denying approval of

Settlement, or (b) attempt to renegotiate the Settlement and seek Court approval of the re-negotiated settlement.

3. In the event any reconsideration and/or appellate review is denied, the Settling Parties shall have no further rights or obligations under this Agreement.

**V. SETTLEMENT FUND**

**a.** As discussed in more detail below, the total amount to be made available by the UMass Defendants to the Named Plaintiffs, the Massachusetts Wage Act Class, the FLSA Collective, the Claims Administrator, and Plaintiffs' Counsel (for attorneys' fees and costs) for purposes of this Agreement is One Million Two Hundred Thousand Dollars and no cents (\$1,200,000.00) (the "Settlement Fund") on a claims-made basis.

**b.** Within seven (7) days of the date that this Court enters an Order finally approving this settlement, the UMass Defendants shall cause the total amount of all money ordered by the Court and claimed by the Class Members under the settlement agreement to be paid into an escrow account administered by the Claims Administrator.

**c.** The Settling Parties agree the UMass Defendants will not object to the Court approving the following allocation from the Settlement Fund:

1. \$8,500 to each Named Plaintiff (for which a Form 1099 will be issued) as a service award in recognition of, and in consideration for, the assistance s/he rendered to Plaintiffs' Counsel, the Class, and the Collective in pursuing the case on behalf of all Class Members and Collective Members (as consideration, each Named Plaintiff shall sign a general release, which is attached as Exhibit 1 to this Settlement Agreement).



2. \$400,000, plus reasonable out-of-pocket costs and expenses for attorneys' fees and costs (for which a Form 1099 will be issued). In the event the Court reduces Plaintiffs' Counsel's fee request, the amount of the reduction shall be retained by the UMass Defendants;
3. The Administrative Costs of the Claims Administrator (for which a Form 1099 will be issued);
4. The UMass Defendants' costs of Mediation shall be reimbursed to the UMass Defendants prior to allocation of Settlement Funds;
5. All remaining Settlement Funds will be allocated on a pro rata basis to eligible Class Members and Collective Members in proportion to each such Class Member and Collective Member's approximate potential damages (for which a Form 1099 will be issued), with all Class Members and Collective Members receiving a minimum of \$50, by the Settlement Administrator at the direction of the Parties; and
6. Any unclaimed or unawarded settlement funds shall remain the property of Defendant.

**d.** The Settlement Fund shall be held in a qualified settlement fund established pursuant to IRC § 468B.

**e.** The Settlement Award for each eligible Class Member and Collective Member will constitute liquidated damages as the UMass Defendants have already paid back all earned wages. No taxes or withholdings will be deducted, and the FLSA Collective/Massachusetts Wage Act Class members will be solely responsible for paying all applicable taxes. The Settlement Administrator will issue to each FLSA Collective/Massachusetts Wage Act Class

member an IRS Form 1099. Each FLSA Collective/Massachusetts Wage Act Class member will be responsible for the payment of any additional local, state, or federal taxes or withholdings resulting from or attributable to the payments received. The Named Plaintiffs, FLSA Collective members, Massachusetts Wage Act Class members, UMass Defendants' Counsel, and Plaintiffs' Counsel receiving funds pursuant to this Settlement Agreement shall be solely responsible for filing all information and other tax returns necessary or making any tax payments related to funds received pursuant to this Settlement Agreement. The Settling Parties provide no legal advice and make no representations to the Named Plaintiffs, FLSA Collective members, Massachusetts Wage Act Class members, UMass Defendants' Counsel, and Plaintiffs' Counsel regarding the legal or tax consequences of this Settlement Agreement.

**VI. SERVICE AWARD**

a. UMass Defendants shall not oppose an application by Named Plaintiffs, and Named Plaintiffs shall not seek or receive an amount in excess of that set forth in Section V.c.1 above for their participation in and assistance with the Lawsuit and Related Lawsuits (*i.e.*, Named Plaintiffs' class representative enhancement / service award) and in exchange for signing General Release agreements. Any enhancement awarded to Named Plaintiffs by the Court as part of the Settlement Amount shall be deducted from the Settlement Amount, and shall be reported on IRS Form 1099. If the Court approves a Service Award of less than the amount set forth in Section V.c.1 above to Named Plaintiffs, then the unapproved portion or portions shall remain the property of the UMass Defendants.

**VII. CLAIMS ADMINISTRATOR**

a. The Settling Parties, through their respective counsel, have selected CAC Services Group, LLC as the Claims Administrator to administer the Settlement, which includes but is not limited to (i) mailing notice and claim forms to Putative FLSA Collective/Massachusetts Wage

Act Class members; (ii) mailing settlement payments to Putative FLSA Collective/Massachusetts Wage Act Class members who join this action; (iii) notifying the Parties of FLSA Collective Members who join this settlement; and (iv) sending tax forms to FLSA Collective Members who join this settlement. The Administrative Costs of the Claims Administrator are to be a maximum of \$20,000, which will be paid from the Settlement Amount. The Settling Parties agree that this Settlement Agreement may be provided to the Claims Administrator to effectuate its implementation of the Settlement procedures set forth herein.

### **VIII. TAXES**

**a.** The Settlement Award for each FLSA Collective/Massachusetts Wage Act Class member will constitute liquidated damages as Releasees have already paid back earned wages. The Individual Settlement Payments shall not be subject to withholding and shall be reported to the IRS on a Form 1099. The Claims Administrator shall be responsible for complying with all federal, state, local, or other reporting requirements (including any applicable reporting with respect to attorneys' fees and costs) and notifying the Parties of and remitting any and all taxes, penalties, and other obligations with respect to the payments or distributions provided for in this Stipulation not otherwise addressed in this Stipulation.

**b.** The Claims Administrator shall indemnify the Settling Parties for any liabilities, costs, penalties, interest, and expenses, including attorneys' fees, arising out of an incorrect calculation or late deposit of any taxes, withholdings, or other obligations with respect to the Service Awards and/or Attorneys' Fees and Costs. The Claims Administrator shall also be responsible for properly calculating and distributing all Individual Settlement Payments, Service Awards, and Attorneys' Fees and Costs Awards in strict compliance with this Stipulation and shall indemnify the Settling Parties for any liabilities, costs, penalties, interest, and expenses, including attorneys' fees, associated with its failure to do so.

c. The Settling Parties will bear their own tax liabilities with respect to any payments made or received in connection with the Settlement Fund, and none of the Settling Parties will have any indemnification obligations as to any of the other Settling Parties. In no event shall the Class Members be responsible for the payment of any payroll taxes that would otherwise be due from an employer. It is understood and agreed by the Settling Parties that neither the UMass Defendants' counsel nor Plaintiffs' Counsel will have any tax obligations in connection with this Agreement other than with respect to regular income tax obligations for amounts they receive as fees.

## **IX. RELEASES**

a. All Class Members that do not opt out of the settlement release and discharge the UMass Defendants, along with their respective owners, members, stockholders, predecessors, successors, assigns, agents, directors, officers, employees, representatives, attorneys, parent companies, divisions, insurers, subsidiaries, related entities and affiliates, and any party indemnified by any of them and each of their successors and assigns from any and all "Released Claims." All Collective Members that file consents to participate in the settlement release and discharge the same entities of all claims under the Fair Labor Standards Act for the same time period covered by the "Released Claims." .

b. All Class Members agree and affirm that they may not recover any monetary or non-monetary relief from any grievance advanced by the Massachusetts Nurses Association ("MNA") related to the Kronos hack.

c. All Class Members agree that regardless of UKG's position(s) on the remaining claims in the Lawsuit or Related Lawsuits, no Class Member shall seek any recovery against the UMass Defendants for any of the remaining claims in the Lawsuit or Related Lawsuits.

**X. NO ASSIGNMENT**

**a.** The Named Plaintiffs, on behalf of themselves, the Collective Members and the Class Members, represent and warrant that they have not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein, including, but not limited to, any interest in the Lawsuit or the Related Lawsuits.

**XI. NON-ADMISSION OF LIABILITY**

**a.** The UMass Defendants deny the allegations made in the Lawsuit and the Related Lawsuits and deny that they engaged in any wrongdoing or violation of law. The UMass Defendants are entering into this Settlement Agreement because it will eliminate the burden, risk, and expense of further litigation. Except for purposes of this settlement, neither this Settlement Agreement, nor any document referred to herein, nor any action taken to carry out this Settlement Agreement, may be used in any way as an admission, concession, or indication by or against Releasees of any fault, wrongdoing, or liability whatsoever.

**XII. CONFIDENTIALITY AND PUBLICITY**

**a.** The Settling Parties shall not issue any press release about the Settlement Agreement or its terms. The Settling Parties shall respond to media only with the acknowledgment that “the matter was amicably resolved.”

**b.** Notwithstanding the foregoing, the Named Plaintiffs, Plaintiffs’ Counsel, the UMass Defendants and the UMass Defendants’ counsel shall have the right to disclose this Agreement as may be required under federal or state tax and/or securities laws, under generally accepted accounting principles and under the ethical rules governing the professional conduct of attorneys, and may disclose the Settlement in filings in any court. Nothing herein shall limit the ability of Named Plaintiffs, Plaintiffs’ Counsel, Collective Members, and Class Members to

disclose the Settlement in connection with pursuing claims against UKG and nothing herein shall limit the ability of Plaintiffs' Counsel and Named Plaintiffs to communicate with Collective Members, Class Members, or their representatives.

c. Nothing in this Settlement Agreement shall prohibit Plaintiffs' Counsel or the UMass Defendants' Counsel from disclosing information concerning this Settlement Agreement to the Claims Administrator and to their employees or their agents to effectuate the terms of this Settlement Agreement. Moreover, nothing in this Settlement Agreement shall prohibit the UMass Defendants from disclosing information concerning this Settlement Agreement to their employees or agents to the extent necessary to effectuate the terms of this Settlement Agreement or to other individuals who otherwise have a need to know the terms of this Settlement Agreement. The UMass Defendants and their counsel may also disclose the terms of this Settlement Agreement in connection with seeking indemnification and/or contribution from any other person(s) or entit(ies). The Settling Parties may also disclose information concerning this Agreement to their respective counsel and tax, audit, and legal advisors.

d. Nothing in this Settlement Agreement shall prohibit Plaintiffs' Counsel or the UMass Defendants' counsel from disclosing this Settlement Agreement to counsel for any other defendant in this Lawsuit or Related Lawsuits.

e. Plaintiffs' Counsel will promptly notify the UMass Defendants' Counsel of any third-party legal demand that they disclose information pertinent to the Settlement or this Settlement Agreement.

### **XIII. MISCELLANEOUS PROVISIONS**

a. **Cooperation Between the Parties; Further Acts.** The Settling Parties shall cooperate fully with each other in a prompt and timely manner and shall take all necessary steps to effectuate this Settlement Agreement. The Settling Parties and their respective counsel agree

not to encourage Collective Members or Class Members to object to the Settlement, directly or indirectly, through any means. However, if a Collective Member or Class Member contacts Plaintiffs' Counsel, Plaintiffs' Counsel may discuss the terms of the Settlement and the Class Member's options.

**b. Entire Agreement.** This Settlement Agreement including any exhibits, constitute the entire agreement between the Settling Parties, and all prior negotiations and understandings between the Settling Parties shall be deemed merged into this Settlement Agreement.

**c. Arms' Length Transaction; Materiality of Terms.** The Settling Parties have negotiated all the terms and conditions of this Settlement Agreement at arms' length. All terms and conditions of this Settlement Agreement in the exact form set forth in this Settlement Agreement are material to this Settlement Agreement and have been relied on by the Settling Parties in entering into this Settlement Agreement. The Settling Parties have been represented and assisted by counsel through the negotiation and drafting of this Settlement Agreement.

**d. Construction.** The determination of the terms and conditions of this Settlement Agreement has been by mutual agreement of the Settling Parties. Each Settling Party participated jointly in the drafting of this Settlement Agreement, and therefore the terms and conditions of this Settlement Agreement are not intended to be, and shall not be, construed against any party by virtue of draftsmanship. With the exception of the Release provisions set forth in Section IX, if any provision(s) of this Settlement Agreement are held to be illegal, invalid, or unenforceable under present or future laws, any such provision(s) will be interpreted and revised only to the extent necessary to bring it within the requirements of the law and enforceable. In that event, the remainder of this Settlement Agreement will thereafter be construed and enforced as if the illegal, invalid, or unenforceable provision(s) had never comprised a part of the Settlement Agreement.

The remaining provision(s) of the Settlement Agreement will continue in full force and effect and will not be affected by any illegal, invalid, or unenforceable provision(s) or by their severance. In the event that any of the Release provisions in Section IX are held to be illegal, invalid, or unenforceable under present or future laws, the UMass Defendants reserve the right to void the Settlement Agreement.

**e. Attorneys' Fee and Costs.** Except as otherwise provided herein, all Settling Parties shall bear their own costs, expenses and attorneys' fees relating to this Settlement Agreement and the Lawsuit and Related Lawsuits.

**f. Modification, Waivers and Amendment.** No waiver, modification or amendment of the terms of this Settlement Agreement shall be valid or binding unless in writing, signed by or on behalf of all Settling Parties, and then only to the extent set forth in such written waiver, modification or amendment. A failure by any party to insist on the strict performance by the other party of any of the provisions of this Settlement Agreement shall not be deemed a waiver of future performance of the same provisions or of any of the other provisions of this Settlement Agreement, and such party, notwithstanding such failure, shall have the right thereafter to insist on the specific performance of any and all of the provisions of this Settlement Agreement.

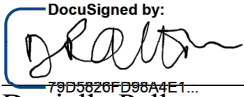
**g. Authority.** Each individual signing below warrants that he or she has the authority to execute this Settlement Agreement on behalf of the party for whom or which that individual signs.

**h. Counterparts.** The Named Plaintiffs and the UMass Defendants may execute this Settlement Agreement in counterparts, and execution in counterparts shall have the same force and effect as if the Named Plaintiffs and the UMass Defendants signed the same instrument.



**i. Signatures, Transmittals and Electronic Copies.** Once a Settling Party has executed this Settlement Agreement, that signature page may be transmitted by email to counsel for the other Settling Parties. Any signature made and transmitted by email for the purpose of executing this Settlement Agreement shall be deemed an original signature for purposes of this Settlement Agreement and shall be binding on the Settling Party whose counsel transmits the signature page by email.

[Remainder of page intentionally left blank. Signatures on following page.]

DocuSigned by:  
  
79D5626FD98A4E1...

Date: 5/3/2023

Danielle Pallotta

individually and on behalf of the FLSA Collective/Massachusetts Wage Act Class

Date: \_\_\_\_\_

Cheryl LaFlamme

individually and on behalf of the FLSA Collective/Massachusetts Wage Act Class

Date: \_\_\_\_\_

Sandra Bravo

individually and on behalf of the FLSA Collective/Massachusetts Wage Act Class

Date: \_\_\_\_\_

Melissa Lavin

individually and on behalf of the FLSA Collective/Massachusetts Wage Act Class

Date: \_\_\_\_\_

Michelle Lemieux

individually and on behalf of the FLSA Collective/Massachusetts Wage Act Class

Date: \_\_\_\_\_

Catherine Mysliwicz

individually and on behalf of the FLSA Collective/Massachusetts Wage Act Class

Date: \_\_\_\_\_

Tania Ward

individually and on behalf of the FLSA Collective/Massachusetts Wage Act Class



Date: 5/12/23

UMass Memorial Medical Center & UMass Memorial Health Care, Inc.

Sergio Melgar

Executive SVP & Chief Financial Officer

\_\_\_\_\_  
Date: \_\_\_\_\_  
Danielle Pallotta  
individually and on behalf of the FLSA Collective/Massachusetts Wage Act Class

  
\_\_\_\_\_  
Date: 5/10/2023  
Cheryl LaFlamme  
individually and on behalf of the FLSA Collective/Massachusetts Wage Act Class

\_\_\_\_\_  
Date: \_\_\_\_\_  
Sandra Bravo  
individually and on behalf of the FLSA Collective/Massachusetts Wage Act Class

\_\_\_\_\_  
Date: \_\_\_\_\_  
Melissa Lavin  
individually and on behalf of the FLSA Collective/Massachusetts Wage Act Class

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Date: \_\_\_\_\_  
Michelle Lemieux  
individually and on behalf of the FLSA Collective/Massachusetts Wage Act Class

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Date: \_\_\_\_\_  
Catherine Mysliewic  
individually and on behalf of the FLSA Collective/Massachusetts Wage Act Class

\_\_\_\_\_  
Date: \_\_\_\_\_  
Tania Ward  
individually and on behalf of the FLSA Collective/Massachusetts Wage Act Class

\_\_\_\_\_  
Date: \_\_\_\_\_  
UMass Memorial Medical Center & UMass Memorial Health Care, Inc.  
Sergio Melgar  
Executive SVP & Chief Financial Officer

Date: \_\_\_\_\_

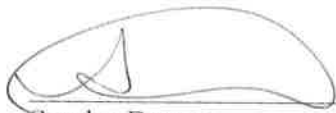
Danielle Pallotta

individually and on behalf of the FLSA Collective/Massachusetts Wage Act Class

Date: \_\_\_\_\_

Cheryl LaFlamme

individually and on behalf of the FLSA Collective/Massachusetts Wage Act Class



Date: 5/10/23

Sandra Bravo

individually and on behalf of the FLSA Collective/Massachusetts Wage Act Class

Date: \_\_\_\_\_

Melissa Lavin

individually and on behalf of the FLSA Collective/Massachusetts Wage Act Class

Date: \_\_\_\_\_

Michelle Lemieux

individually and on behalf of the FLSA Collective/Massachusetts Wage Act Class

Date: \_\_\_\_\_

Catherine Mysliwicz

individually and on behalf of the FLSA Collective/Massachusetts Wage Act Class

Date: \_\_\_\_\_

Tania Ward

individually and on behalf of the FLSA Collective/Massachusetts Wage Act Class

Date: \_\_\_\_\_

UMass Memorial Medical Center & UMass Memorial Health Care, Inc.

Sergio Melgar

Executive SVP & Chief Financial Officer

\_\_\_\_\_  
Date: \_\_\_\_\_  
Danielle Pallotta  
individually and on behalf of the FLSA Collective/Massachusetts Wage Act Class

\_\_\_\_\_  
Date: \_\_\_\_\_  
Cheryl LaFlamme  
individually and on behalf of the FLSA Collective/Massachusetts Wage Act Class

\_\_\_\_\_  
Date: \_\_\_\_\_  
Sandra Bravo  
individually and on behalf of the FLSA Collective/Massachusetts Wage Act Class

*Melissa Lavin*  
\_\_\_\_\_  
Date: 5/10/2023  
Melissa Lavin  
individually and on behalf of the FLSA Collective/Massachusetts Wage Act Class

\_\_\_\_\_  
Date: \_\_\_\_\_  
Michelle Lemieux  
individually and on behalf of the FLSA Collective/Massachusetts Wage Act Class

\_\_\_\_\_  
Date: \_\_\_\_\_  
Catherine Mysliewic  
individually and on behalf of the FLSA Collective/Massachusetts Wage Act Class

\_\_\_\_\_  
Date: \_\_\_\_\_  
Tania Ward  
individually and on behalf of the FLSA Collective/Massachusetts Wage Act Class

\_\_\_\_\_  
Date: \_\_\_\_\_  
UMass Memorial Medical Center & UMass Memorial Health Care, Inc.  
Sergio Melgar  
Executive SVP & Chief Financial Officer

\_\_\_\_\_  
Date: \_\_\_\_\_  
Danielle Pallotta  
individually and on behalf of the FLSA Collective/Massachusetts Wage Act Class

\_\_\_\_\_  
Date: \_\_\_\_\_  
Cheryl LaFlamme  
individually and on behalf of the FLSA Collective/Massachusetts Wage Act Class

\_\_\_\_\_  
Date: \_\_\_\_\_  
Sandra Bravo  
individually and on behalf of the FLSA Collective/Massachusetts Wage Act Class

\_\_\_\_\_  
Date: \_\_\_\_\_  
Melissa Lavin  
individually and on behalf of the FLSA Collective/Massachusetts Wage Act Class

\_\_\_\_\_  
Date: 5/11/2023  
*Michelle Lemieux*  
Michelle Lemieux  
individually and on behalf of the FLSA Collective/Massachusetts Wage Act Class

\_\_\_\_\_  
Date: \_\_\_\_\_  
Catherine Mysliewic  
individually and on behalf of the FLSA Collective/Massachusetts Wage Act Class

\_\_\_\_\_  
Date: \_\_\_\_\_  
Tania Ward  
individually and on behalf of the FLSA Collective/Massachusetts Wage Act Class

\_\_\_\_\_  
Date: \_\_\_\_\_  
UMass Memorial Medical Center & UMass Memorial Health Care, Inc.  
Sergio Melgar  
Executive SVP & Chief Financial Officer

Michelle Lemieux  
individually and on behalf of the FLSA Collective/Massachusetts Wage Act Class

Catherine Mysliewic

Date: 5/14/2023

Catherine Mysliewic  
individually and on behalf of the FLSA Collective/Massachusetts Wage Act Class

\_\_\_\_\_

Date:

Tania Ward  
individually and on behalf of the FLSA Collective/Massachusetts Wage Act Class

\_\_\_\_\_

Date:

UMass Memorial Medical Center & UMass Memorial Health Care, Inc.  
Sergio Melgar  
Executive SVP & Chief Financial Officer



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\_\_\_\_\_  
Date:

\_\_\_\_\_  
Danielle Pallotta  
individually and on behalf of the FLSA Collective/Massachusetts Wage Act Class

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Cheryl LaFlamme  
individually and on behalf of the FLSA Collective/Massachusetts Wage Act Class

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Sandra Bravo  
individually and on behalf of the FLSA Collective/Massachusetts Wage Act Class

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Date:

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Melissa Lavin  
individually and on behalf of the FLSA Collective/Massachusetts Wage Act Class

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Date:

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Michelle Lemieux  
individually and on behalf of the FLSA Collective/Massachusetts Wage Act Class

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Catherine Myslewic  
individually and on behalf of the FLSA Collective/Massachusetts Wage Act Class

\_\_\_\_\_  
*Tania Ward*

Date: *5/4/23*

\_\_\_\_\_  
Tania Ward  
individually and on behalf of the FLSA Collective/Massachusetts Wage Act Class

\_\_\_\_\_  
Date:

\_\_\_\_\_  
UMass Memorial Medical Center & UMass Memorial Health Care, Inc.  
Sergio Melgar  
Executive SVP & Chief Financial Officer



# **Exhibit 1**

## NOTICE OF SETTLEMENT OF WAGE CLAIMS FOR EMPLOYEES OF UMASS MEMORIAL HEALTH CARE AFFILIATES

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### TIME-SENSITIVE NOTICE

**\* \* \* This is not an advertisement from a lawyer. \* \* \***

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**This Notice explains your legal rights and options regarding a settlement with UMass Memorial Medical Center, Inc. and/or UMass Memorial Health Care, Inc.  
for employee wage claims regarding the Kronos outage beginning in December 2021**

#### **1. What is this about?**

A lawsuit was filed against UMass Memorial Medical Center, Inc. ("UMMMC") and/or UMass Memorial Health Care, Inc. ("UMMHC") for unpaid wages under a federal law, the Fair Labor Standards Act (FLSA), 29 U.S.C. § 201 *et seq.*, and the Massachusetts Wage Act, M.G.L. c. 149, *et seq.*

The lawsuit involves employees who worked for UMMHC entities whose pay was allegedly affected by the Kronos Outage, which affected pay periods in December 2021 and January 2022.

The lawsuit was filed by employees of UMMMC who allege that their and other employees' pay was affected by an outage of UMMMC's Kronos timekeeping system. The lawsuit claims that UMMMC did not timely or accurately pay employees for all hours worked during the affected pay periods in December 2021 and January 2022 due to the Kronos outage. UMMMC and UMMHC deny all of these allegations. UMMMC maintains that it accurately paid employees for all hours worked through its reconciliation process, and that Plaintiffs are not entitled to any penalties or any other remedies under the FLSA or any state wage and hour law. The case is *Pallota, et al., v. University of Massachusetts Memorial Center, Inc. and University of Massachusetts Memorial Health Care, Inc.*, Case No. 22-10361, in the United States District Court for the District of Massachusetts. The Court has not determined that UMMMC or UMMHC is liable or did anything wrong. Instead, the employees and UMMMC reached a settlement to resolve the case and which pays money to all non-exempt employees of UMMHC entities whose wages were delayed payment during the Kronos Outage that join the settlement.

#### **2. Why are you getting this notice?**

You have been identified from UMMHC's records as an employee who worked for a UMMHC entity during the Kronos outage and who is eligible to recover money from the settlement. In order to recover money, you must join the settlement by sending FLSA Consent form attached to this notice to the Settlement Administrator. If you do not join the settlement, you will not receive any money.

#### **3. What is your share of the settlement?**

Your settlement payment is based on the amount of delayed overtime payment that you experienced, if any, as a result of the Kronos outage relative to all other members of the class. If you complete the FLSA Consent Form to join this settlement, you will receive one check representing "liquidated damages," which is a proportional amount of your allegedly delayed overtime wages, based on the amount in the settlement fund. This payment will be a minimum of \$50.00. If you did not experience delayed overtime wages, you will receive the minimum of \$50.00.

**4. How do you get the money offered and how are your rights affected?**

<b>To claim funds from the settlement:</b>  <b>COMPLETE THE CLAIM FORM</b>	If you choose to be paid your allotted share of the settlement, all you need to do is complete the attached claim form and return it to the Claims Administrator by the due date. After the period to join the settlement ends, you will receive a settlement check for your share.	<b>Deadline:</b> <b>«Date»</b>
<b>To release your state law, but not your federal claims:</b>  <b>DO NOTHING</b>	If you do nothing, you will not be paid your allotted share of the settlement. You will retain the right to sue under federal law, but you will waive your right to sue under state law including the Massachusetts Wage Act as part of a certified class under the state law.	<b>NO DEADLINE</b>
<b>If you do not approve of the settlement:</b>  <b>OBJECT</b>	You may write to the Court about why you object to ( <i>i.e.</i> , do not like) the Settlement and think it should not be approved. Filing an objection does not exclude you from the Settlement.	<b>Deadline:</b> <b>«Date»</b>
<b>To stay out of the settlement entirely:</b>  <b>COMPLETE THE OPT OUT FORM</b>	If you do not want to participate in the settlement at all and you want to retain the right to sue on your own about any of the wage claims that were settled in this lawsuit, then <u>do not</u> complete the claim form and <u>do</u> complete the opt out form. By doing so, you give up the possibility of getting money from the settlement of this lawsuit but you retain all rights under federal and state law being waived as part of this settlement.	<b>Deadline:</b> <b>«Date»</b>

**5. What happens if I complete the claim form?**

If you complete the FLSA Consent Form, you agree to the following:

You will be acknowledging that you are represented by FINKELSTEIN, BLANKINSHIP, FREI-PEARSON & GARBER, LLP, SHEFF AND COOK, LLC, AND GORDON LAW GROUP, LLP (the “Collective and Class Attorneys”) and that you will be bound by the terms of the Settlement Agreement signed by the Class Representatives here. You will **not** have to pay the Collective and Class Attorneys any money directly. UMMMC and UMMHC are paying attorneys’ fees and costs as part of the settlement as a percentage of the overall recovery.

You will be waiving and releasing all claims against UMMHC and its entities for privacy violations and unpaid wages, including overtime and penalties under federal and state law, during the period beginning December 11, 2021, and ending on the date you sign the release, related to the Kronos outage.

**6. What does the Court think?**

While the Court will dismiss the Lawsuit after the settlement, the Court did not determine that UMMMC or UMMHC (or anyone else) did anything wrong. The Court did not determine you are owed any money. Instead, this is a settlement payment.

**Do not contact the Court regarding this settlement. The Court must remain neutral in this matter and cannot give you advice.**

**7. What does UMMHC think?**

UMMHC does not agree it nor any of its entities did anything wrong and believes you were paid correctly and fairly for your work. UMMHC also does not think a collective or class action (group lawsuit) is appropriate. No adverse employment action will be taken against you whether or not you join this settlement and cash or deposit your settlement checks. UMMHC and its entities deny any and all claims alleged in this case, including any implications that they did not accurately pay employees all wages due, or that class members are entitled to any penalties under the FLSA or any state wage and hour laws.

**8. How long do I have to make a decision?**

**The deadline to join the settlement is 90 days after this notice was sent, which is «DATE».**

**9. What happens after the decision period ends?**

After the deadline to join the settlement passes, the Claims Administrator will perform a final accounting. After the Court approves the Settlement Agreement, the Claims Administrator will then mail checks to all the employees who joined the settlement.

You will be able to deposit or cash the settlement check within 120 days of the date it is issued. If you lose or damage the check during that 120-day period, you can contact the Collective and Class Attorneys or the Settlement Administrator to request a replacement check be issued. Any reissued replacement check will be valid for 120 days after the date it is issued.

**10. I still have questions. Where can I get more information?**

This Notice is only a summary. If you would like, you can obtain certain documents related to the case. However, the deadline for joining the case will not be extended.

If you have any questions about the collective action or your legal rights, you should contact the Settlement Administrator, «**NAME AND ADDRESS**», or the Collective Attorneys:

D. Greg Blankinship  
Jeremiah Frei-Pearson  
One North Broadway, Suite  
900  
White Plains, New York  
10601  
Tel.: (914) 298-3281  
gblankinship@fbfglaw.com  
jfrei-pearson@fbfglaw.com

**FLSA CONSENT FORM**  
**TO JOIN SETTLEMENT OF WAGE CLAIM LAWSUIT AGAINST UMASS MEMORIAL MEDICAL CENTER, INC.**  
**AND/OR UMASS MEMORIAL HEALTH CARE, INC.**

Printed Name: \_\_\_\_\_

1. I have read the notice regarding the settlement of the overtime lawsuit filed against UMass Memorial Medical Center, Inc. and/or UMass Memorial Health Care, Inc., and affiliated persons or entities (together, "UMMHC"). I understand that the lawsuit was brought under the Fair Labor Standards Act and The Massachusetts Wage Act. I understand the case was settled and that the settlement agreement has been submitted to the Court for approval.
2. I consent to join the settlement to recover allegedly unpaid overtime and/or related damages accrued during the Kronos Outage. I understand I will receive a proportional share of the settlement based on my share of the net settlement that will be paid to the employees that join the settlement and as described in the Notice. I understand that, in exchange for this payment, all released claims (as defined in the settlement agreement) against UMMHC regarding the Kronos Outage that I may have will be fully and finally settled.
3. I consent to be bound by the Class Representative's decisions and the Settlement Agreement.
4. I designate the representative plaintiffs, Danielle Pallotta, Cheryl LaFlamme, Sandra Bravo, Melissa Lavin, Michelle Lemieux, Catherine Mysliewic and Tanya Ward, as my agents to make decisions on my behalf regarding the lawsuit, including entering into settlement agreements, agreements with counsel, and all other matters related to the lawsuit and settlement.
5. I understand and agree that my attorneys, the representative plaintiffs, or the Court may in the future appoint other individuals to be representative plaintiffs. I consent to the appointment and agree to be bound by the decisions made by the representative plaintiff regarding this matter.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**By signing, you designate FINKELSTEIN, BLANKINSHIP, FREI-PEARSON & GARBER, LLP, SHEFF AND COOK, LLC, AND GORDON LAW GROUP, LLP as your attorneys for your wage claims.**

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Cell Phone Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
City / State / Zip

**TO JOIN, RETURN THIS FORM BY MAIL OR EMAIL:**  
**Overtime Lawsuit Against UMass Defendants**

**ADMINISTRATOR**  
**Administrator's Address**  
**Administrator's Phone / Fax**  
**Administrator's Email**

**OR COMPLETE ONLINE:**  
**«[hyperlink](#)»**

**QUESTIONS? You can contact the attorneys for the group of UMMHC employees:**

**The deadline to submit this form is **DATE**. Forms submitted after this date WILL NOT be valid.**

D. Greg Blankinship  
Jeremiah Frei-Pearson  
One North Broadway, Suite  
900  
White Plains, New York  
10601  
Tel.: (914) 298-3281  
gblankinship@fbfglaw.com  
jfrei-pearson@fbfglaw.com

4880-3283-4647, v. 1

# **EXHIBIT 2**

**FBFG** | Finkelstein, Blankinship,  
Frei-Pearson & Garber, LLP

## **FIRM RESUME**



**Finkelstein, Blankinship, Frei-Pearson & Garber, LLP**

The lawyers of Finkelstein, Blankinship, Frei-Pearson & Garber, LLP (“FBFG”) have successfully litigated complex class actions in federal and state courts across the country and have obtained successful results for clients against some of the world’s largest corporations. A sampling of FBFG’s more significant cases includes:

- *Farruggio v. 918 James Receiver, LLC*, No. 3831/2017 (Onondaga Cty. Com. Div.). Class action on behalf of approximately 4,000 residents of an unsafe nursing home. On July 5, 2018, the Court granted Plaintiffs’ contested motion to certify a class of all nursing home residents and appointed a FBFG attorney as class counsel. On December 18, 2018, the Court finally approved a settlement with the current owners valued at over \$4 million that required the home to provide substantial injunctive relief to make the home safe. On April 22, 2021, the Court has finally approved a settlement with the former owners that provided approximately \$6 million in cash to class members, a settlement that is easily the highest nursing home class action settlement ever in New York.
- *Saint Joseph Health System Medical Information Cases*, JCCP No. 4716 (Cal. Sup.Ct.). Complex class action on behalf of approximately 31,800 patients who were victimized by a data breach. A FBFG lawyer was appointed co-lead class counsel. The Court denied Saint Joseph’s demurrer and the Court of Appeals upheld that ruling. The Court certified the class and denied Saint Joseph’s summary judgment motion; the Court of Appeals upheld those rulings as well. On the eve of trial, the parties reached a settlement valued at approximately \$39 million and the Court finally approved the settlement on February 3, 2016. This settlement provides the more money per capita to individual class members than any other known data breach settlement.
- *Hamlen v. Gateway Energy Services Corp.*, No. 16-03526 (S.D.N.Y.). Class action alleging that Gateway Energy overcharged its customers for natural gas. The case settled on behalf of a nationwide class of Gateway Energy natural gas customers. The court granted final approval of the settlement, valued at approximately \$12 million, on September 13, 2019.
- *Wise v. Energy Plus Holdings, LLC*, No. 11-7345 (S.D.N.Y.). Nationwide class action alleging that Energy Plus falsely claimed to offer competitive electricity rates when its prices were substantially higher than market rates in violation of New York Gen. Bus. L. § 349 and other consumer protection laws. On September 17, 2013, the Court certified the class, appointed the lawyers of FBFG as lead class counsel, and approved the settlement valued at over \$11 million.

- *Chen v. Hiko Energy, LLC*, No. 14-1771 (S.D.N.Y.). Multistate class action alleging that Hiko falsely claimed to offer competitive electricity rates when its prices are substantially higher than market rates in violation of New York Gen. Bus. L. §§ 349 and 349-d, and common law. On May 9, 2016, the Court certified the class, appointed the lawyers of FBFG as class counsel, and approved the settlement valued at over \$10 million.
- *Goldemberg v. Johnson & Johnson Consumer Companies, Inc.*, No. 13-3073 (S.D.N.Y.). Class action alleging deceptive labeling in connection with Defendant's Aveeno Naturals brand of personal care products. Plaintiffs defeated Defendant's motions to dismiss and exclude Plaintiffs' expert's report and obtained class certification and an appointment as co-lead class counsel. On November 1, 2017, the Court approved a proposed settlement valued at \$6.75 million.
- *Collins v. NPC Int'l Inc.*, No. 17-00312 (S.D. Ill.). Class action on behalf of under-reimbursed delivery drivers, with FBFG serving as co-lead counsel and Jeremiah Frei-Pearson serving as lead trial counsel. NPC successfully compelled this matter to individual arbitration, but FBFG and co-counsel filed a series of individual arbitrations, forcing NPC to abandon its arbitration defense. After NPC declared bankruptcy to reorganize, FBFG persisted in litigating the case, which settled for \$10.5 million one week before the scheduled trial date.
- *Sackin v. Transperfect Global, Inc.*, No. 17-1469 (S.D.N.Y. 2017). Class action on behalf of over 4,800 individuals victimized by a data breach. On June 15, 2017, the Court entirely denied Transperfect's motion to dismiss. The Court appointed FBFG as class counsel and, on December 14, 2018, finally approved a settlement valued at over \$40 million.
- *Castillo v. Seagate Technology LLC*, No. 16-1958 (N.D. Cal.). Class action on behalf of over 12,000 individuals victimized by a data breach. On September 19, 2016, the Court denied Seagate's motion to dismiss in part. The Court appointed a FBFG attorney as co-lead class counsel and, on March 14, 2018, finally approved settlement valued at over \$40 million.
- *Lowell v. Lyft, Inc.*, No. 17-6521 (S.D.N.Y.). Nationwide class action on behalf of millions of people with disabilities who are denied services by Lyft. On November 29, 2018, the Court denied Lyft's motion to compel arbitration, calling Lyft's arguments "supremely unjust," and denied in part Lyft's motion to dismiss.

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<sup>1</sup> Three of the founding partners of FBFG were formerly partners in the firm of Meiselman, Packman, Nealon, Scialabba & Baker, P.C. ("MPNSB"). References in this resume to "lawyers of FBFG" includes instances involving current FBFG lawyers while they were at MPNSB.

- *Durling v. Papa John's International Inc.*, No. 16-03592 (S.D.N.Y.). Nationwide class and collective action on behalf of tens of thousands of Papa John's delivery drivers who were paid wages below the minimum. On August 3, 2018, the Court conditionally certified a nationwide collective of all corporate Papa John's delivery drivers.
- *McLaughlin v. IDT Energy*, No. 14-4107 (E.D.N.Y.). Nationwide class action alleging that IDT overcharged consumers for gas and electric supply. On October 18, 2018, the Court certified the class, appointed the lawyers of FBFG as co-lead class counsel, and approved the settlement valued at over \$54 million.
- *Edwards v. North American Power & Gas, LLC*, No. 14-1714 (D. Conn.). Nationwide class action alleging that North American Power charged electricity and gas rates far in excess of what it promised to charge variable rate customers. On August 2, 2018, the Court certified the class, appointed the lawyers of FBFG as co-lead class counsel, and approved the settlement valued at over \$19 million.
- *In Re: KIND LLC "Healthy and All Natural" Litigation*, Nos. 15-md-2645, 15-mc-2645 (S.D.N.Y.). Class action alleging false advertising of Defendant KIND's snack food products. Appointed as co-lead interim class counsel on November 13, 2015.
- *Bellino v. JPMorgan Chase Bank, N.A.*, No. 14-3139 (S.D.N.Y.). Statewide class action on behalf of mortgagors alleging Chase's failure to comply with mortgage recording requirements. On November 9, 2017, the Court approved a settlement valued at \$10,808,630, certifying the settlement class and appointing FBFG attorneys as class counsel.
- *Reed v. Friendly's Ice Cream, LLC*, No. 15-0298 (M.D. Pa.). Nationwide class and collective minimum wage and overtime claim on behalf of approximately 10,000 servers. On January 31, 2017, the Court certified the class, appointed a FBFG lawyer as co-lead class counsel, and approved the settlement valued at over \$4.6 million.
- *Quinn v. Walgreens*, No. 12-8187 (S.D.N.Y.). Nationwide settlement valued at \$2.8 million to resolve Plaintiffs' claim that Defendant's glucosamine products did not perform as represented. On March 24, 2015, the Court certified the class, appointed FBFG lawyers as Co-Lead Class Counsel and approved a nationwide \$2.8 million settlement.
- *Al Fata v. Pizza Hut of America, Inc.*, No. 14-376 (M.D. Fla.). Statewide minimum wage claim on behalf of approximately 2,000 Pizza Hut delivery drivers. On June 21, 2017, the Court certified the class and approved a settlement valued at \$3.1

million that provided the then-highest per-person recovery in any delivery driver under-reimbursement class action.

- *Adler v. Bank of America, N.A.*, No. 13-4866 (S.D.N.Y.). Class action alleging that Bank of America failed to timely present certificates of discharge for mortgages that were satisfied in New York State. On July 20, 2016, the Court certified the class, appointed the lawyers of FBFG as class counsel, and approved the settlement valued at over \$7 million.
- *In re Michaels Stores, Inc. Zip Code Litigation*, No. 11-10920 (D. Mass.). State-wide class action alleging that Michaels Stores unlawfully collected consumers' private information. After securing a groundbreaking decision by the Massachusetts Supreme Judicial Court, establishing that consumers whose privacy has been violated may bring consumer protection claims against companies that unlawfully collect personal identification information, the lawyers of FBFG were appointed as co-lead class counsel and negotiated a class wide settlement, which the Court approved.

FBFG is also counsel of record in numerous class actions throughout the country, including cases pending in United States District Courts in New York, California, Massachusetts, Nevada, New Jersey, Maryland, New Mexico, Colorado, Arkansas, and Pennsylvania, as well as actions pending in the state courts of New York, California, and New Jersey.

FBFG also has an accomplished appellate practice, having obtained numerous groundbreaking decisions from federal and state appellate courts. Examples include: *In re Zappos.com, Inc.*, 888 F.3d 1020, 1027-28 (9th Cir. 2018), *cert. denied*, 18-225, 2019 WL 1318579 (U.S. Mar. 25, 2019) (reversing dismissal by district court and holding that consumers whose personal identification information was stolen in a data breach have Article III standing); *Zahn v. N. Am. Power & Gas, LLC*, 2016 IL 120526, 72 N.E.3d 333, *reh'g denied* (Jan. 23, 2017) (on certified question from the Seventh Circuit, holding that the Illinois Commerce Commission does not have exclusive jurisdiction to hear consumer claims against alternative retail electricity suppliers); *Zahn v. N. Am. Power & Gas, LLC*, 847 F.3d 875 (7th Cir. 2017) (reversing dismissal of consumer's putative class action seeking redress for excessive electricity charges by alternative retail electricity supplier); *John v. Whole Foods Mkt. Grp., Inc.*, 858 F.3d 732, 738 (2d Cir. 2017) (reversing dismissal of consumer's putative class action seeking redress for Whole Foods' alleged practice of representing the weight of prepackaged foods); *Tyler v. Michaels Stores, Inc.*, 464 Mass. 492, 984 N.E.2d 737 (2013) (on certified question from U.S. District Court for the District of Massachusetts, finding that the collecting personal identification information from unwitting consumers violates Massachusetts consumer protection law).

## **Attorney Profiles**

### **Andrew Finkelstein**



Andrew Finkelstein is the Managing Partner of Finkelstein, Blankinship, Frei-Pearson & Garber, LLP. He has become a noted consumer activist through his representation of injured individuals against corporate wrong doers and other irresponsible parties.

Mr. Finkelstein served as Captain of the 9/11 Victim Compensation Fund in a pro bono capacity, where he helped obtain over \$10 million for victims and waived all legal fees associated with this representation. Mr. Finkelstein is also the Chairman of the Plaintiff Personal Injury Steering committee for the Neurontin Liability Multidistrict Litigation in Boston, Massachusetts. He has worked closely with the FDA regarding the adverse effects associated with Neurontin, having filed a Citizens Petition seeking enhanced warning of the side effects of this drug, specifically increased suicidal tendencies. Additionally, Mr. Finkelstein is a member of the Executive Steering Committee of the Hormone Replacement Therapy Multidistrict Litigation in both Philadelphia, Pennsylvania and Little Rock, Arkansas. He is a member of the Plaintiff Steering Committee of the Ortho Evra Birth Control Patch New Jersey Coordinated Litigation, and the Plaintiff Steering Committee of the Viagra Multidistrict Litigation in Minneapolis, Minnesota.

Mr. Finkelstein is a frequent lecturer at Continuing Legal Education courses. His topics include “Science in the Courtroom”, “Technology in the Courtroom”, “Prosecution of a Pharmaceutical Case”, “The Ethics of On-line Advertising”, and “Structured Settlements and the Personal Injury Settlement.”

In addition to these presentations, Mr. Finkelstein volunteers his time to present his “Commit to Quit Texting While Driving” seminar to area high school students.

**Greg Blankinship**



Greg Blankinship is a founding partner of FBFG, and he specializes in class actions in state and federal courts. Mr. Blankinship has worked on substantial class action matters representing both defendants and plaintiffs in numerous state, federal, and multidistrict class actions, including wage and hour and consumer fraud matters. Mr. Blankinship has been designated a New York Super Lawyer every year since 2014, a distinction earned by only five percent of the lawyers in the New York metro area.

Prior to joining FBFG, Mr. Blankinship was an associate with Skadden, Arps, Slate, Meagher & Flom LLP and Greenberg Traurig, LLP. Mr. Blankinship received his B.A. from Emory University in 1991 and his M.A. from the University of North Carolina in 1995. He attended law school at the University of Washington, where he earned his J.D. in 2003. While in law school, Mr. Blankinship was a member of the University of Washington Law Review.

A sampling of Mr. Blankinship's successful cases includes:

- Appointed Interim Co-Lead Class Counsel in *Goldemberg v. Johnson & Johnson Consumer Companies, Inc.*, No. 13-3073 (S.D.N.Y.). Class action alleging deceptive labeling in connection with Defendant's Aveeno Naturals brand of personal care products. Plaintiffs defeated Defendant's motions to dismiss and exclude Plaintiffs' expert's report and won class certification. On November 1, 2017, the Court approved a proposed settlement valued at \$6.75 million.
- Appointed to the Plaintiffs' Executive committee in *In Re: Santa Fe Natural Tobacco Company Marketing and Sales Practices Litigation*, No. 16-md-2695 (D. N.M.). Plaintiffs in this multidistrict litigation contend that Santa Fe Natural Tobacco mislead consumers into believing their cigarettes were less harmful than others because they are natural and organic. Litigation is on-going.
- Appointed co-class counsel in *Hamlen v. Gateway Energy Services Corp.*, No. 16-03526 (S.D.N.Y.). Class action alleging that Gateway Energy overcharged its customers for natural gas. The case settled on behalf of a nationwide class of Gateway Energy natural gas customers. The court granted final approval of the settlement, valued at approximately \$12 million, on September 13, 2019.
- Class counsel in *McLaughlin v. IDT Energy*, No. 14-4107 (E.D.N.Y.). Nationwide class action alleging that IDT overcharged consumers for gas and electric supply. On October



18, 2018, the Court certified the class, appointed the lawyers of FBFG as co-lead class counsel, and approved the settlement valued at over \$54 million.

- Class counsel in *Edwards v. North American Power & Gas, LLC*, No. 14-1714 (D. Conn.). Nationwide class action alleging that North American Power charged electricity and gas rates far in excess of what it promised to charge variable rate customers. On August 2, 2018, the Court certified the class, appointed the lawyers of FBFG as co-lead class counsel, and approved the settlement valued at over \$19 million.
- Counsel in *Wise v. Energy Plus Holdings LLC*, No. 11-7345 (S.D.N.Y.). Plaintiffs alleged that Energy Plus, an independent electricity supplier, misrepresented that its rates were reflective of the market when they were much higher. The Court granted final approval of a settlement covering more than 400,000 consumers in eight states and valued at more than \$11,000,000.
- Appointed Class Counsel in *Brenner v. J.C. Penney Company, Inc.*, No. 13- 11212 (D. Mass.). Plaintiff alleged that J.C. Penney requested and recorded customers' ZIP codes, which it then used to identify consumers' mailing addresses to send them junk mail, in violation of Massachusetts law. The Court granted final approval of a settlement valued at more than \$3.5 million.
- Appointed Class Counsel in *Brenner v. Kohl's Corporation*, No. 13-10935 (D. Mass.). State-wide class action alleging that Kohl's unlawfully collected consumers' personal identification information. On December 5, 2013, the Court granted preliminary approval to a settlement valued at \$435,000 and appointed lawyers of FBFG class counsel.
- Appointed Interim Co-Lead Class Counsel in *Chen v. Hiko Energy, LLC*, No. 4- 01771 (S.D.N.Y.). State-wide class action alleging that Hiko charged deceptively high electricity and natural gas rates.
- Appointed Interim Co-Lead Class Counsel in *Tyler v. Bed Bath & Beyond, Inc.*, No. 13-10639 (D. Mass.). Plaintiff alleged that Bed, Bath & Beyond illegally requested and recorded customers' ZIP codes.

Mr. Blankinship's broad experience as a litigator has also exposed him to a wide variety of substantive business and consumer issues. He also has substantial experience with the issues and procedural aspects of large class action and complex cases.

Mr. Blankinship is admitted to practice in New York and Massachusetts and is a member of the bars of the U.S. District Courts for the Eastern, Western, Northern, and Southern Districts of New York, the District of Connecticut, the District of Massachusetts, and the First, Second, Third, Seventh, and Ninth Circuit Courts of Appeals.

**Jeremiah Frei-Pearson**

Jeremiah Frei-Pearson is a founding partner of FBFG. He is a passionate advocate and an experienced litigator who represents consumers and employees in complex class actions. The National Trial Lawyers Association selected Mr. Frei-Pearson as a member of the Top 100 Trial Lawyers every year since 2014. Mr. Frei-Pearson is a member of the Best Attorneys of America, a distinction that is limited to less than 1% of attorneys, and he is also designated as a Super Lawyer, a distinction awarded to only 5% of the New York Metro Area. Mr. Frei-Pearson practices in federal and state courts throughout the country and his areas of expertise include class actions, privacy, consumer fraud, employment law, and civil rights.

Prior to joining FBFG, Mr. Frei-Pearson was an associate with Kaye Scholer LLP, a multinational law firm, and a staff attorney with Children's Rights, a national public interest law firm representing children in foster care reform class action lawsuits. Mr. Frei-Pearson received his B.A. from Skidmore College, *Magna Cum Laude*, Phi Beta Kappa in 2000 and he earned his in 2003 from Stanford Law School. While in law school, Mr. Frei-Pearson was a Public Interest Fellow and served as Senior Symposium Editor of the Stanford Law & Policy Review.

A sampling of Mr. Frei-Pearson's significant cases includes:

- Appointed class counsel in *Farruggio v. 918 James Receiver, LLC*, No. 3831/2017 (Onondaga Cty. Com. Div, a class action on behalf of approximately 4,000 residents of an unsafe nursing home. On July 5, 2018, the Court granted Plaintiffs' contested motion to certify a class of all nursing home residents and appointed a FBFG attorney as class counsel. On December 18, 2018, the Court finally approved a settlement with the current owners valued at over \$4 million that required the home to provide substantial injunctive relief to make the home safe. On April 22, 2021, the Court has finally approved a settlement with the former owners that provided approximately \$6 million in cash to class members, a settlement that is easily the highest nursing home class action settlement ever in New York.
- Appointed co-class counsel in *Saint Joseph Health System Medical Information Cases*, JCCP No. 4716 (Cal. Sup. Ct.). The Court denied Saint Joseph's demurrer and the Court of Appeals upheld that ruling. After more than two years of litigation, the Court granted Plaintiffs' motion to certify a class of approximately 31,800 data breach victims. On January 14, 2015, the Court denied Saint Joseph's motion for summary judgment. The Court of Appeals upheld the Court's summary judgment and class certification decisions. The case was set for trial on August 24, 2015, but the parties reached a settlement valued at approximately \$39 million, which the Court finally approved on February 3, 2016. This



settlement provides the more money *per capita* to individual class members than any other known data breach settlement on record.

- Co-lead counsel and lead trial counsel in *Collins v. NPC Int'l Inc.*, No. 17-00312 (S.D. Ill.), a class action on behalf of under-reimbursed delivery drivers. NPC successfully compelled this matter to individual arbitration, but FBFG and co- counsel filed a series of individual arbitrations, forcing NPC to abandon its arbitration defense. After NPC declared bankruptcy to reorganize, FBFG persisted in litigating the case, which settled for \$10.5 million one week before the scheduled trial date.
- Appointed co-lead class counsel in *Al Fata v. Pizza Hut of America, Inc.*, No. 14- 376 (M.D. Fla.). The Court denied defendant's motion to compel arbitration. While Plaintiffs' class certification motion was sub *judice*, the parties reached a class settlement on behalf of a Florida class of delivery drivers alleging minimum wage violations. The Court granted final approval of the settlement, which is valued at \$3.1 million, on June 21, 2017.
- Appointed class counsel in *Beebe v. V&J Nat'l Enterp., LLC*, No. 17-6075 (W.D.N.Y.). The Court denied defendants' motion for judgment on the pleadings and certified a FLSA collective of all delivery driver employees at one of the largest Pizza Hut franchisees in the country. On June 1, 2020, the Court granted final approval of a class and collective settlement valued at \$2.35 million.
- Appointed class counsel in *Hanna v. CFL Pizza, LLC*, No. 05-2011-CA-52949 (Fl. Cir. Court). On September 3, 2013, the Court granted final approval of a settlement that created a substantial settlement fund for under-reimbursed Pizza Hut franchisee delivery drivers who alleged violations of Florida minimum wage law.
- Appointed co-class counsel in *Bellaspica v. PJPA, LLC*, No. 13-3014 (E.D. Pa.). On June 22, 2016, the Court granted final approval of a FLSA collective action settlement, providing a settlement fund for under-reimbursed Papa John's franchisee pizza delivery drivers.
- Lead counsel to Plaintiffs and the certified collective in *Durling v. Papa John's International Inc.*, No. 16-03592 (S.D.N.Y.). Nationwide class and collective action on behalf of tens of thousands of Papa John's delivery drivers who were paid wages below the minimum. On August 3, 2018, the Court conditionally certified a nationwide collective of all corporate Papa John's delivery drivers.
- Appointed co-lead class counsel in *Reed v. Friendly's Ice Cream, LLC*, No. 15- 00298 (M.D. Pa.). The Court denied motions to dismiss and ruled for plaintiffs on several other motions in this wage and hour class action. On January 31, 2017, the Court certified the class and finally approved a settlement valued at over \$4.6 million.

- Appointed class counsel in *Yoeckel v. Marriott*, No. 703387 (Queens Cty. Com. Div.). Class action alleging that Marriott violated New York wage and hour laws. On May 3, 2017, the Court certified a class and finally approved a settlement that provided class members with 100% of their maximum compensatory damages alleged.
- Appointed co-lead class counsel in *Castillo v. Seagate Technology LLC*, No. 16- 02136 (N.D. Cal.). Class action on behalf of over 12,000 individuals victimized by a data breach. On September 19, 2016, the Court denied Seagate’s motion to dismiss in part. On March 14, 2018, the Court finally approved a settlement valued at over \$40 million.
- Appointed class counsel in *Sackin v. Transperfect Global, Inc.*, No. 17-1469 (S.D.N.Y. 2017). Class action on behalf of over 4,800 individuals victimized by a data breach. On June 15, 2017, the Court entirely denied Transperfect’s motion to dismiss. On December 14, 2018, the Court finally approved a settlement valued at over \$40 million.
- Appointed co-liaison class counsel in *Yahoo! Inc. Private Information Disclosure Cases*, JCCP No. 4895 (Cal Sup. Ct.). Complex class action involving one of the largest data breaches in U.S history. The Court denied Yahoo’s demurrer, and, after Plaintiffs’ class certification motion was fully briefed, the parties reached a settlement valued at over \$85 million. Plaintiffs moved for preliminary approval in federal court.
- Appointed co-lead class counsel in *In Re Zappos.Com, Inc., Customer Data Security Breach Litigation*, No. 16-16860 (D. Nev. 2012). Multidistrict class action on behalf of approximately 23 million consumers victimized by a data breach. The Ninth Circuit reversed the District Court’s decision dismissing the case and issued a significant decision holding that data breach victims whose personal identification information was stolen in a data breach have standing. On March 25, 2019, the Supreme Court denied Zappos’ request for certiorari. The court granted preliminary approval of the settlement on September 19, 2019.
- Lead counsel to plaintiffs in *Lowell v. Lyft, Inc.*, No. 17-6521 (S.D.N.Y.). Nationwide class action on behalf of millions of people with disabilities who are denied services by Lyft. On November 29, 2018, the Court denied Lyft’s motion to compel arbitration, calling Lyft’s arguments “supremely unjust”, and denied in part Lyft’s motion to dismiss. Discovery is ongoing and Plaintiffs will expeditiously move for class certification.
- Appointed co-class counsel in *Miller v. Fresh*, No. 14-0880 (Mass. Suffolk Cty.). State-wide class action alleging that Fresh unlawfully collected consumers’ personal identification information. On July 15, 2015, the Court certified a class and granted final approval to a settlement.
- Appointed co-class counsel in *Miller v. Patagonia*, No. 14-0888 (Mass. Suffolk Cty.). State-wide class action alleging that Patagonia unlawfully collected consumers’ personal

identification information. On February 9, 2015, the Court certified a class and granted final approval to a settlement.

- Counsel to the Plaintiffs in *D.G. ex rel. Stricklin v. Henry*, No. 08-074 (N.D. Okl.). In this class action to reform Oklahoma's foster care system, the Court certified a statewide class of Oklahoma's foster children (an opinion that was affirmed by the Tenth Circuit). As a result of this litigation, Oklahoma has committed to restructuring its state foster care agency to eliminate dangerous practices (such as an unsafe shelter where babies in state custody disproportionately suffered fractured skulls) and improve measurable outcomes for children in state custody.
- As counsel in *Charlie and Nadine H. v. Christie*, No. 99-3678 (D.N.J.), worked with the state agencies, a federally appointed monitor, and the Court to help ensure implementation of a consent decree to reform New Jersey's foster care system. Among many other significant achievements under the consent decree, New Jersey broke a record for adoptions achieved, significantly reformed supervision procedures that were inadequate, and substantially increased the percentage of foster children who subsequently attended college. Mr. Frei-Pearson continues to be involved in this litigation in a *pro bono* capacity.

Mr. Frei-Pearson has received numerous awards for his legal work, including the New York City Bar Association's Thurgood Marshall Award for his work on death penalty cases, a citation from the New York City Council for his child advocacy work, and the 2010 Palomountain Award from Skidmore College. Mr. Frei-Pearson regularly speaks on panels, including speaking engagements at Stanford Law School and Harvard Law School.

Mr. Frei-Pearson is also active in his community; he is a district leader in White Plains, where he serves as Chair of the Mayor's Sustainability Committee, as a member (and former Chair) of the Mayor's Committee For People With Disabilities; he also serves on the Board of the Legal Services of the Hudson Valley; and he was recently elected as Vice Chair of both the Westchester County Democratic Party and the White Plains Democratic City Committee.

Mr. Frei-Pearson is admitted to practice in New York and is a member of the bars of the U.S. District Courts for the Eastern, Northern, Western, and Southern Districts of New York.

**Todd S. Garber**



Todd S. Garber is a founding partner of FBFG. Mr. Garber is an experienced litigator, who practices in state and federal courts. His areas of experience include class actions, consumer fraud, securities fraud, complex commercial disputes, business torts, antitrust, and general litigation. Mr. Garber was designated a New York Super Lawyer every year since 2013, a distinction earned by only five percent of the lawyers in the New York metro area.

Prior to joining FBFG, Mr. Garber worked at Lowey Dannenberg Cohen & Hart, P.C., where he prosecuted and defended complex commercial litigation matters and class actions.

Mr. Garber's career achievements include:

- Appointed co-class counsel in *Hamlen v. Gateway Energy Services Corp.*, No. 16-03526 (S.D.N.Y.). Class action alleging that Gateway Energy overcharged its customers for natural gas. The case settled on behalf of a nationwide class of Gateway Energy natural gas customers. The court granted final approval of the settlement, valued at approximately \$12 million, on September 13, 2019.
- Appointed Class Counsel in *Brenner v. J.C. Penney Company, Inc.*, No. 13-11212 (D. Mass.). Plaintiff alleged that J.C. Penney requested and recorded customers' ZIP codes, which it then used to identify consumers' mailing addresses to send them junk mail, in violation of Massachusetts law. The Court granted final approval of a settlement valued at more than \$3.5 million.
- Appointed Class Counsel in *Brenner v. Kohl's Corporation*, No. 13-10935 (D. Mass.). State-wide class action alleging that Kohl's unlawfully collected consumers' personal identification information. On March 12, 2014, the Court granted final approval to a settlement valued at \$425,000 and appointed lawyers of FBFG class counsel.
- Appointed Co-Lead Class Counsel in *Quinn v. Walgreen*, No. 12-8187 (S.D.N.Y.). Nationwide settlement valued at \$2.8 million to resolve Plaintiffs' claim that Defendant's glucosamine products did not perform as represented. On March 24, 2015, the Court finally approved the settlement and certified the class.
- Appointed Interim Co-Lead Class Counsel in *Chen v. Hiko Energy, LLC*, No. 14-cv-01771 (S.D.N.Y.). State-wide class action alleging that Hiko charged

deceptively high electricity and natural gas rates. On May 9, 2016, the Court certified the class and approved a settlement valued at over \$10 million.

- Appointed Interim Co-Lead Class Counsel in *Goldemberg v. Johnson & Johnson Consumer Companies, Inc.*, No. 13-3073 (S.D.N.Y.). Class action alleging deceptive labeling in connection with Defendant's Aveeno Naturals brand of personal care products. Plaintiffs defeated Defendant's motions to dismiss and exclude Plaintiffs' expert's report and won class certification. On November 1, 2017, the Court approved a proposed settlement valued at \$6.75 million.
- Appointed Co-Lead Class Counsel in *Tyler v. Bed Bath & Beyond, Inc.*, No. 13-10639 (D. Mass.). Plaintiff alleged that Bed, Bath & Beyond illegally requested and recorded customers' ZIP codes.
- Class Counsel in *Wise v. Energy Plus Holdings LLC*, No. 11-7345 (S.D.N.Y.). Plaintiffs alleged that Energy Plus, an independent electricity supplier, misrepresented that its rates were reflective of the market when they were much higher. The Court granted final approval of a settlement covering more than 400,000 consumers in eight states and valued at more than \$11,000,000.
- As counsel for the New York City Pension Funds, Lead Plaintiff in *In re Juniper Networks, Inc. Sec. Litig.*, No. C-06-04327 JW (N.D. Cal 2010), helped achieve a settlement of \$169.5 million, one of the largest settlements in an options backdating case, after more than three years of hard-fought litigation.
- Involvement in the prosecution of a number of high-profile cases, which have resulted in hundreds of millions of dollars in recoveries for investors, including *In re WorldCom Securities Litigation*, *In re HealthSouth Securities Litigation*, *In re DaimlerChrysler AG Securities Litigation*, and *In re Bayer AG Securities Litigation*.
- Representation of institutional investors in stockholder voting rights and corporate governance cases, including *Gabelli Global Multimedia v. Western Investment LLC*, 700 F. Supp. 2d 748 (D. Md. 2010); *Delcath Systems, Inc. v. Ladd*, 466 F.3d 257 (2d. Cir. 2006); *Salomon Brothers Mun. Partners Fund, Inc. v. Thornton*, 410 F. Supp. 2d 330 (S.D.N.Y. 2006); *meVC Draper Fisher Jurvetson Fund I, Inc. v. Millennium Partners*, 260 F. Supp. 2d 616 (S.D.N.Y. 2003); and *Millenco L.P. v. meVC Draper Fisher Jurvetson Fund I, Inc.*, 824 A.2d 11 (Del. Ch. 2002).

Mr. Garber received his B.A. from Cornell University in 1999 and his J.D. from the Benjamin N. Cardozo School of Law in 2002, where he was articles editor for the Cardozo Journal of International and Comparative Law and was competitively selected to work for the New York City Law Department's Corporation Counsel in its Appellate Division.

Mr. Garber co-authored “Morrison v. National Australia Bank: The Potential Impact on Public Pension Fund Fiduciaries,” The NAPPA Report, Vol. 24, Number 3, August 2010, and “Loss Causation in the Ninth Circuit,” New York Law Journal, September 2, 2008.

Mr. Garber is admitted to practice in New York and Connecticut and is a member of the bars of the U.S. District Courts for the Eastern, Western, and Southern Districts of New York and the Second Circuit Court of Appeals.

**Olena Ball**



Olena Ball is an associate at FBFG, where she specializes in prosecuting class actions in state and federal courts. Mrs. Ball joined the firm after working at several prominent law firms. She received her J.D. from Benjamin N. Cardozo School of Law and her B.A., cum laude, from the City College of New York. During law school, Mrs. Ball served on the Cardozo Women’s Law Journal.

**Joshua Cottle**



Joshua Cottle is an associate at FBFG. Mr. Cottle received his J.D. from the University of Minnesota Law School and conducted his undergraduate studies at Grinnell College. At the University of Minnesota Law School, Mr. Cottle was a Managing Editor of the Minnesota Law Review.



**Emily Fisher**



Emily Fisher is an associate at FBFG. Emily joined the firm in 2022. She received her J.D. from St. John's University School of Law and her B.A. and B.S. from St. Lawrence University.

**Yaneike Mckenzie-Coley**



Yaneike McKenzie-Coley is an associate at FBFG, she received her J.D. from Hofstra University School of Law and her B.A., cum laude, from the Stony Brook University. After Law School, Mrs. Coley volunteered assisting consumers with consumer debt related issues in the Bronx County Court.

**Chantel Mills**



Chantel Mills is an associate at FBFG, where she specializes in prosecuting class actions in state and federal courts. Ms. Mills joined the firm after working at several prominent law firms. She received her J.D. from William and Mary School of Law and her B.A., with honors, from the University of Pennsylvania. During law school, Ms. Mills received various awards for her commitment to academic excellence and community service.

**Keir Negron**



Keir Negron is an associate attorney at FBFG. Mr. Negron received his J.D. from Harvard Law School and conducted his undergraduate studies at the University of California, Santa Cruz. At Harvard Law, Mr. Negron was a student attorney at the Cyberlaw and Environmental Law and Policy clinics and the president of the Harvard Asia Law Society.

**John Sardesai-Grant**



Mr. Sardesai-Grant is a highly experienced litigator who specializes in class actions in state and federal courts.

Before joining FBFG, John was an associate at Baritz & Colman LLP, where he represented clients in employment discrimination and commercial disputes. As of counsel to Reese Richman LLP, John brought cases against the New York Police Department on behalf of victims of police misconduct. As an associate at Brower Piven, P.C., he prosecuted complex securities fraud class actions on behalf of shareholders. And as an associate at Bickel & Brewer, a premier commercial litigation boutique, he represented clients in a variety of regulatory and commercial matters.

John earned his B.S. in Economics from The Wharton School at the University of Pennsylvania, as well as an M.A. in Chinese from the University of Pennsylvania's Graduate School of Arts and Sciences. John received his J.D. from New York University School of Law.

John is admitted to practice in New York and the United States District Courts for the Southern and Eastern Districts of New York and the District of Colorado. He is an active member of the New York County Lawyers Association



**Bradley Silverman**



Mr. Silverman is a highly experienced litigator. He has represented individuals and public and private companies in courts throughout the country. He has broad experience handling numerous types of disputes. This experience includes the representation of plaintiffs and defendants in: class actions; contract disputes; employment matters; disputes relating to the management and control of closely held businesses; intellectual property and trade secret disputes; RICO actions; antitrust and unfair competition matters; real estate disputes; Title IX and other claims relating to college disciplinary actions; challenges to local and state laws that are either unconstitutional or preempted by federal law; and actions to enforce First Amendment Rights.

At FBFG, Mr. Silverman's practice focuses on class actions in which he represents individuals across the country who have been harmed by the unlawful acts of companies. Past class actions in which he has been involved include *In re: Coca-Cola Products Marketing and Sales Practices Litigation*, a multidistrict litigation where Mr. Silverman's prior firm served as co-lead counsel for all plaintiffs. In that case and in other cases, he has asserted claims against some of the largest food manufacturers in the world for placing illegal, deceptive, and false statements on product labels.

Prior to joining FBFG, Mr. Silverman practiced at several of the leading litigation firms in New York City, including the international law firm of Kaye Scholer LLP (now Arnold & Porter Kaye Scholer LLP). He received his undergraduate degree, *Magna Cum Laude*, from Brandeis University. He received his law degree from the University of Pennsylvania Law School where he served as a member of the Moot Court Board and as Senior Editor of the *Journal of International Economic Law*. Born and raised in Brooklyn, New York, he and his family now reside in Westchester County.

**Andrew White**



Mr. White is an associate at FBFG, where he specializes in class actions in state and federal courts. Mr. White received his J.D. from New York University School of Law and his B.A. from State University of New York, College at Potsdam. During law school, Mr. White served as an editor for the *Journal of Law and Liberty*. Mr. White is admitted to practice in New York and in the United States District Court for the Southern District of New York.

# **EXHIBIT 3**

## NOTICE OF SETTLEMENT OF WAGE CLAIMS FOR EMPLOYEES OF UMASS MEMORIAL HEALTH CARE AFFILIATES

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### TIME-SENSITIVE NOTICE

**\* \* \* This is not an advertisement from a lawyer. \* \* \***

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**This Notice explains your legal rights and options regarding a settlement with UMass Memorial Medical Center, Inc. and/or UMass Memorial Health Care, Inc.  
for employee wage claims regarding the Kronos outage beginning in December 2021**

#### **1. What is this about?**

A lawsuit was filed against UMass Memorial Medical Center, Inc. ("UMMMC") and/or UMass Memorial Health Care, Inc. ("UMMHC") for unpaid wages under a federal law, the Fair Labor Standards Act (FLSA), 29 U.S.C. § 201 *et seq.*, and the Massachusetts Wage Act, M.G.L. c. 149, *et seq.*

The lawsuit involves employees who worked for UMMHC entities whose pay was allegedly affected by the Kronos Outage, which affected pay periods in December 2021 and January 2022.

The lawsuit was filed by employees of UMMMC who allege that their and other employees' pay was affected by an outage of UMMMC's Kronos timekeeping system. The lawsuit claims that UMMMC did not timely or accurately pay employees for all hours worked during the affected pay periods in December 2021 and January 2022 due to the Kronos outage. UMMMC and UMMHC deny all of these allegations. UMMMC maintains that it accurately paid employees for all hours worked through its reconciliation process, and that Plaintiffs are not entitled to any penalties or any other remedies under the FLSA or any state wage and hour law. The case is *Pallota, et al., v. University of Massachusetts Memorial Center, Inc. and University of Massachusetts Memorial Health Care, Inc.*, Case No. 22-10361, in the United States District Court for the District of Massachusetts. The Court has not determined that UMMMC or UMMHC is liable or did anything wrong. Instead, the employees and UMMMC reached a settlement to resolve the case and which pays money to all non-exempt employees of UMMHC entities whose wages were delayed payment during the Kronos Outage that join the settlement.

#### **2. Why are you getting this notice?**

You have been identified from UMMHC's records as an employee who worked for a UMMHC entity during the Kronos outage and who is eligible to recover money from the settlement. In order to recover money, you must join the settlement by sending FLSA Consent form attached to this notice to the Settlement Administrator. If you do not join the settlement, you will not receive any money.

#### **3. What is your share of the settlement?**

Your settlement payment is based on the amount of delayed overtime payment that you experienced, if any, as a result of the Kronos outage relative to all other members of the class. If you complete the FLSA Consent Form to join this settlement, you will receive one check representing "liquidated damages," which is a proportional amount of your allegedly delayed overtime wages, based on the amount in the settlement fund. This payment will be a minimum of \$50.00. If you did not experience delayed overtime wages, you will receive the minimum of \$50.00.

**4. How do you get the money offered and how are your rights affected?**

<b>To claim funds from the settlement:</b>  <b>COMPLETE THE CLAIM FORM</b>	If you choose to be paid your allotted share of the settlement, all you need to do is complete the attached claim form and return it to the Claims Administrator by the due date. After the period to join the settlement ends, you will receive a settlement check for your share.	<b>Deadline:</b> <b>«Date»</b>
<b>To release your state law, but not your federal claims:</b>  <b>DO NOTHING</b>	If you do nothing, you will not be paid your allotted share of the settlement. You will retain the right to sue under federal law, but you will waive your right to sue under state law including the Massachusetts Wage Act as part of a certified class under the state law.	<b>NO DEADLINE</b>
<b>If you do not approve of the settlement:</b>  <b>OBJECT</b>	You may write to the Court about why you object to ( <i>i.e.</i> , do not like) the Settlement and think it should not be approved. Filing an objection does not exclude you from the Settlement.	<b>Deadline:</b> <b>«Date»</b>
<b>To stay out of the settlement entirely:</b>  <b>COMPLETE THE OPT OUT FORM</b>	If you do not want to participate in the settlement at all and you want to retain the right to sue on your own about any of the wage claims that were settled in this lawsuit, then <u>do not</u> complete the claim form and <u>do</u> complete the opt out form. By doing so, you give up the possibility of getting money from the settlement of this lawsuit but you retain all rights under federal and state law being waived as part of this settlement.	<b>Deadline:</b> <b>«Date»</b>

**5. What happens if I complete the claim form?**

If you complete the FLSA Consent Form, you agree to the following:

You will be acknowledging that you are represented by FINKELSTEIN, BLANKINSHIP, FREI-PEARSON & GARBER, LLP, SHEFF AND COOK, LLC, AND GORDON LAW GROUP, LLP (the “Collective and Class Attorneys”) and that you will be bound by the terms of the Settlement Agreement signed by the Class Representatives here. You will **not** have to pay the Collective and Class Attorneys any money directly. UMMMC and UMMHC are paying attorneys’ fees and costs as part of the settlement as a percentage of the overall recovery.

You will be waiving and releasing all claims against UMMHC and its entities for privacy violations and unpaid wages, including overtime and penalties under federal and state law, during the period beginning December 11, 2021, and ending on the date you sign the release, related to the Kronos outage.

**6. What does the Court think?**

While the Court will dismiss the Lawsuit after the settlement, the Court did not determine that UMMMC or UMMHC (or anyone else) did anything wrong. The Court did not determine you are owed any money. Instead, this is a settlement payment.

**Do not contact the Court regarding this settlement. The Court must remain neutral in this matter and cannot give you advice.**

**7. What does UMMHC think?**

UMMHC does not agree it nor any of its entities did anything wrong and believes you were paid correctly and fairly for your work. UMMHC also does not think a collective or class action (group lawsuit) is appropriate. No adverse employment action will be taken against you whether or not you join this settlement and cash or deposit your settlement checks. UMMHC and its entities deny any and all claims alleged in this case, including any implications that they did not accurately pay employees all wages due, or that class members are entitled to any penalties under the FLSA or any state wage and hour laws.

**8. How long do I have to make a decision?**

**The deadline to join the settlement is 90 days after this notice was sent, which is «DATE».**

**9. What happens after the decision period ends?**

After the deadline to join the settlement passes, the Claims Administrator will perform a final accounting. After the Court approves the Settlement Agreement, the Claims Administrator will then mail checks to all the employees who joined the settlement.

You will be able to deposit or cash the settlement check within 120 days of the date it is issued. If you lose or damage the check during that 120-day period, you can contact the Collective and Class Attorneys or the Settlement Administrator to request a replacement check be issued. Any reissued replacement check will be valid for 120 days after the date it is issued.

**10. I still have questions. Where can I get more information?**

This Notice is only a summary. If you would like, you can obtain certain documents related to the case. However, the deadline for joining the case will not be extended.

If you have any questions about the collective action or your legal rights, you should contact the Settlement Administrator, «NAME AND ADDRESS», or the Collective Attorneys:

D. Greg Blankinship  
Jeremiah Frei-Pearson  
One North Broadway, Suite  
900  
White Plains, New York  
10601  
Tel.: (914) 298-3281  
gblankinship@fbfglaw.com  
jfrei-pearson@fbfglaw.com

# **EXHIBIT 4**

## **SETTLEMENT AGREEMENT AND GENERAL RELEASE**

This Settlement Agreement and General Release (the “Agreement”) is entered into by and between **UMass Memorial Medical Center, Inc. (“UMMMC”)** and **UMass Memorial Health Care, Inc. (“UMMHC”)** (referred to throughout this Agreement as “Employer”) and **Sandra Bravo (“Employee”)**. The term “Party” or “Parties” as used herein shall refer to Employer, Employee, or both, as may be appropriate.

### **1. Recitals.**

This Agreement is made with reference to the following facts:

(a) On or about March 9, 2022, Employee brought an action against Employer, which is pending as *Danielle Pallotta and Cheryl LaFlamme, et al. v. University of Massachusetts Memorial Medical Center and Kronos, Incorporated*, United States District Court, District of Massachusetts Case No.: 4:22-cv-10361-TSH (the “Lawsuit”). In the Lawsuit, Employee asserts, amongst other claims, claims for alleged failure of Employer to accurately pay employees due to the Ultimate Kronos Group (“UKG”), a timekeeping provider, experiencing a cybersecurity incident beginning on or about December 11, 2021, and continuing until the time that Employer regained full access to all UKG products and services and resumed normal employee timekeeping operations; and

(b) The Lawsuit has been settled and as part of that settlement, Employee has agreed to sign a separate, general release agreement contained herein. Employee and Employer have agreed, subject to the provisions in Paragraph 5 below, to resolve any and all claims, known and unknown, asserted and unasserted, which Employee has or may have against Employer and/or Employer’s direct and indirect past, present, and future parent corporation, affiliates, subsidiaries, partners, divisions, predecessors, insurers, reinsurers, professional employment organizations, representatives, successors, and assigns, and their current and former employees, attorneys, officers, owners, members, managers, directors, and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and their administrators and fiduciaries, both individually and in their business capacities (collectively referred to throughout the remainder of this Agreement as “Releasees”) as of the date of execution of this Agreement.

### **2. Consideration/Indemnification for Tax Consequences and Liens.**

(a) In consideration for Employee signing this Agreement, and complying with its terms, Employer agrees to pay the total gross sum of EIGHT THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$8,500) (the “Settlement Payment”), for which an IRS Form 1099-MISC shall be issued to each of Employee.

(b) Employee understands and agrees Employer is providing Employee with no representations regarding tax obligations or consequences that may arise from this Agreement. Employee, for Employee and Employee’s dependents, successors, assigns, heirs, executors, and administrators (and Employee’s legal representatives of every kind), agrees to indemnify and hold the Releasees harmless for the amount of any taxes, penalties, or interest that may be assessed by any governmental tax authority against any of the Releasees in connection with such governmental

authority's determination that Employer or any of the other Releasees was required to, but failed to, withhold or report the correct amount of income or employment taxes from the payments made to Employee or Employee's Counsel pursuant to Paragraph 2(a) of this Agreement. Employee agrees that Employee shall indemnify the Releasees for the full amount of such liability within thirty (30) days after receipt of notice from Employer or any of the other Releasees of the assessment of such taxes, penalties, or interest.

**3. No Consideration Absent Execution of this Agreement.**

Employee understands and agrees that Employee would not receive the monies and/or benefits specified in Paragraph 2(a) above, except for Employee's timely execution of this Agreement and the fulfillment of the promises contained herein.

**4. Disbursal of Settlement Funds/Dismissal of Action.**

(a) The settlement payments described in Paragraph 2(a) will be sent within fifteen (15) business days after the latest of the following have occurred:

- (1) counsel for Employer receives a copy of the Agreement signed by Employee;
- (2) counsel for Employer receives an executed W-9 Form from Employee's Counsel;
- (3) the Effective Date of the settlement agreement in the Lawsuit; and
- (4) the revocation period following the signing of this Agreement has expired.

**5. General Release, Claims Not Released and Related Provisions.**

(a) **General Release of All Claims.** But for the claims excluded in subparagraph (b) below, Employee and Employee's heirs, executors, administrators, successors, and assigns knowingly and voluntarily release and forever discharge Releasees, of and from any and all claims, known and unknown, asserted or unasserted, which Employee has or may have against Releasees as of the date of execution of this Agreement, including, but not limited to, any alleged violation of the following, as amended:

- Title VII of the Civil Rights Act of 1964;
- Sections 1981 through 1988 of Title 42 of the United States Code;
- The Employee Retirement Income Security Act of 1974 ("ERISA");
- The Internal Revenue Code of 1986;
- The Immigration Reform and Control Act;
- The Americans with Disabilities Act of 1990;
- Title IX of the Higher Education Act of 1965;
- The Worker Adjustment and Retraining Notification Act;
- The Fair Credit Reporting Act;
- The Family and Medical Leave Act;
- The Equal Pay Act;



- The Genetic Information Nondiscrimination Act of 2008;
- The Age Discrimination in Employment Act of 1967 (“ADEA”);
- The Uniformed Services Employment and Reemployment Rights Act of 1994 (“USERRA”);
- Executive Order 11246;
- The Rehabilitation Act;
- The Vietnam Era Veterans’ Readjustment Assistance Act (“VEVRAA”);
- Families First Coronavirus Response Act;
- The Massachusetts Law Against Discrimination, G.L. c. 151B, as amended;
- The Massachusetts Equal Rights Act, G.L. c. 93, as amended;
- The Massachusetts Civil Rights Act, G.L. c. 12, as amended;
- The Massachusetts Privacy Statute, G.L. c. 214, § 1B, as amended;
- The Massachusetts Sexual Harassment Statute, G.L. c. 214, § 1C;
- The Massachusetts Wage Payment Statute, G.L. c. 149, §§ 148, 148A, 148B, 149, 150, 150A-150C, 151, 152, 152A, et seq.;
- The Massachusetts Wage and Hour laws, G.L. c. 151§1A et seq.;
- The Massachusetts Workers’ Compensation Act, G.L. c. 152, § 75B;
- The Massachusetts Small Necessities Act, G.L. c. 149, § 52D;
- The Massachusetts Equal Pay Act, G.L. c. 149, § 105A-C;
- The Massachusetts Equal Rights for the Elderly and Disabled, G.L. c. 93, § 103;
- The Massachusetts AIDS Testing statute, G.L. c. 111, §70F;
- The Massachusetts Consumer Protection Act, G.L. c. 93A;
- Massachusetts Employment Leave for Victims and Family Members of Abuse, G.L. c. 149, §52E, as amended;
- The Massachusetts Earned Sick Time Law, M.G.L. c. 149, § 148C;
- The Massachusetts Paid Family and Medical Leave Act, M.G.L. c.175M et seq.
- Massachusetts Parental Leave Act, G.L. c. 149, § 105D;
- Massachusetts Age Discrimination Law, G.L. c. 149 §24 A et seq.;
- any other federal, state or local law, rule, regulation, or ordinance;
- any public policy, contract, tort, or common law; or
- any basis for recovering costs, fees, or other expenses including attorneys’ fees incurred in these matters.

(b) **Claims Not Released.** Employee is not waiving any rights Employee may have to: (i) Employee’s own vested or accrued employee benefits under Employer’s qualified retirement benefit plans as of the Separation Date; (ii) benefits and/or the right to seek benefits under applicable workers’ compensation and/or unemployment compensation statutes; (iii) pursue claims which by law cannot be waived by signing this Agreement; (iv) any claims by Employee related to any medical treatment received from Employer as a patient or customer; or (v) enforce this Agreement.

(c) **Governmental Agencies.** Nothing in this Agreement prohibits, prevents, or otherwise limits Employee from filing a charge or complaint with or participating, testifying, or assisting in any investigation, hearing, or other proceeding before any federal, state, or local

government agency (e.g., EEOC, NLRB, SEC) or in any legislative or judicial proceeding nor does anything in this Agreement preclude, prohibit or otherwise limit, in any way, Employee's rights and abilities to contact, communicate with or report unlawful conduct, or provide documents, to federal, state, or local officials for investigation or participate in any whistleblower program administered by any such agencies. In addition, nothing in this Agreement, including but not limited to the release of claims nor the confidentiality, limits on disclosure (Paragraph 6(a)), affirmations and return of property clauses, prohibits Employee from: (1) reporting possible violations of federal or other law or regulations, including any possible securities laws violations, to any governmental agency or entity, including but not limited to the U.S. Department of Justice, the U.S. Securities and Exchange Commission, the Commodity Futures Trading Commission, the U.S. Congress, or any agency Inspector General; (2) making any other disclosures that are protected under the whistleblower provisions of federal or other law or regulations; or (3) filing a charge or complaint or otherwise fully participating in any governmental whistleblower programs, including but not limited to any such programs managed or administered by the U.S. Securities and Exchange Commission, the Commodity Futures Trading Commission and/or the Occupational Safety and Health Administration. Employee is not required to notify or obtain permission from Employer when filing a governmental whistleblower charge or complaint or engaging or participating in protected whistleblower activity. Moreover, nothing in this Agreement prohibits or prevents Employee from receiving individual monetary awards or other individual relief by virtue of participating in such governmental whistleblower programs.

(d) **Collective/Class Action Waiver and Jury Waiver.** If any claim is not subject to release, to the extent permitted by law, Employee waives any right or ability to be a class or collective action representative or to otherwise participate in any putative or certified class, collective or multi-party action or proceeding based on such a claim in which Employer or any other Releasee identified in this Agreement is a party. Similarly, as to any such claim against any Releasee that is not otherwise released, Employee waives Employee's right to a jury trial subject to applicable law.

## **6. Confidentiality.**

Employee confirms that prior to the execution of this Agreement, Employee has not revealed its terms to any third parties. Employee agrees not to disclose any information regarding the existence or substance of this Agreement, except to Employee's spouse, tax advisor, or an attorney with whom Employee chooses to consult regarding Employee's consideration of this Agreement. Employee agrees that in the event Employee discloses the terms of this Agreement to Employee's spouse, tax advisor, or legal counsel, Employee will instruct Employee's spouse, tax advisor, or legal counsel not to reveal, disseminate by publication of any sort, or release in any manner or means this Agreement (except as may be required by legal process) to any other person or to any member(s) of the public, or to any newspaper, magazine, radio station, television station or any future, current, or former employee, representative, agent, customer, creditor, or competitor of Releasees without the express written consent of Releasees. If inquiries arise concerning this Agreement, Employee may only reply, "The matter has been resolved to everyone's satisfaction; there was no victory on either side," and shall make no other comment, except as required by law. Nothing in this Agreement has the purpose or effect of preventing Employee from making truthful disclosures about alleged unlawful conduct. This confidentiality

restriction shall not be construed to limit Employee's rights under the National Labor Relations Act.

**7. Acknowledgements and Affirmations.**

(a) Employee affirms that Employee has not filed, caused to be filed, or presently is a party to any claim against Employer, except the Lawsuit, which is being dismissed with prejudice. Nothing in this Agreement or these Affirmations is intended to impair Employee's rights under whistleblower laws or cause Employee to disclose Employee's participation in any governmental whistleblower program or any whistleblowing statute(s) or regulation(s) allowing for anonymity

(b) Employee also affirms that Employee has reported all hours worked as of the date Employee signs this Agreement and has been paid and/or has received all compensation, wages, bonuses, commissions, paid sick leave, predictability pay, and/or benefits which are due and payable as of the date Employee signs this Agreement and Employee has been reimbursed for all necessary expenses or losses incurred by Employee within the scope of Employee's employment. Employee further affirms that Employee has submitted expense reports for all necessary expenses or losses incurred by Employee within the scope of Employee's employment. Employee affirms that Employee has been granted any leave to which Employee was entitled under the Family and Medical Leave Act and state and local leave and disability accommodation laws.

(c) Employee further affirms that Employee has no known workplace injuries or occupational diseases. This representation is not a representation that the Employee has no injuries, diseases, or other healthcare issues, but simply that the Employee is not aware that any such potential injuries, diseases, or other healthcare issues are caused by the Employee's employment by the Employer.

(d) Employee also affirms that Employee has not divulged any proprietary or confidential information of Employer and will continue to maintain the confidentiality of such information consistent with Employer's policies and Employee's agreement(s) with Employer and/or common law. Under the federal Defend Trade Secrets Act of 2016, Employee shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made to Employee's attorney in relation to a lawsuit against Employer for retaliation against Employee for reporting a suspected violation of law; or (c) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(e) Employee further affirms that Employee has not reported internally to Employer any allegations of wrongdoing by Employer or its officers, including any allegations of corporate fraud, and Employee has not been retaliated against for reporting or objecting to any such allegations internally to Employer.

(f) Employee affirms that all of Employer's decisions regarding Employee's pay and benefits through the date of Employee's Separation Date were not discriminatory based

on age, disability, race, color, sex, religion, national origin or any other classification protected by law.

(g) Employee and Employer acknowledge Employee's rights to make truthful statements or disclosures required by law, regulation, or legal process and to request or receive confidential legal advice, and nothing in this Agreement shall be deemed to impair those rights.

(h) Employee acknowledges that – to the extent set forth in the General Release of All Claims paragraph above – this Agreement contains a release of any and all claims Employee may have under the Massachusetts Wage Act, and that this Agreement is intended to resolve any and all disputes related to wages, commissions, or other compensation.

#### **8. Medicare Secondary Payer Rules.**

As a term of this Agreement, the parties have fully considered Medicare's interests pursuant to the Medicare Secondary Payer rules. In doing so, Employee affirms that as of the date Employee signs this Agreement, Employee is not Medicare eligible (i.e., is not 65 years of age or older; is not suffering from end stage renal failure; has not received Social Security Disability Insurance benefits for 24 months or longer, etc.). Nonetheless, if the Centers for Medicare & Medicaid Services (CMS) (this term includes any related agency representing Medicare's interests) determines that Medicare has an interest in the payment to Employee under this settlement, Employee agrees to (i) indemnify, defend and hold Releasees harmless from any action by CMS relating to medical expenses of Employee, (ii) reasonably cooperate with Releasees upon request with respect to any information needed to satisfy the reporting requirements under Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007, if applicable, and any claim that the CMS may make and for which Employee is required to indemnify Releasees under this paragraph, and (iii) waive any and all future actions against Releasees for any private cause of action for damages pursuant to 42 U.S.C. § 1395y(b)(3)(A). The amount to be paid by the Employee to Releasees pursuant to this paragraph is limited to reimbursement of such liability but does not include reimbursement for attorney's fees incurred by Releasees.

#### **9. Governing Law and Interpretation.**

This Agreement shall be governed and conformed in accordance with the laws of Massachusetts without regard to its conflict of laws provision. In the event of a breach of any provision of this Agreement, either Party may institute an action specifically to enforce any term or terms of this Agreement and/or to seek any damages for breach. Should any provision of this Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, excluding the general release language, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect. Should a court declare or find the general release in this Agreement to be unenforceable for any reason, Employee agrees to sign a replacement release in a form provided by Employer.

#### **10. Nonadmission of Wrongdoing.**

The Parties agree that neither this Agreement nor the furnishing of the consideration for this Agreement shall be deemed or construed at any time for any purpose as an admission by Releasees of wrongdoing or evidence of any liability or unlawful conduct of any kind.

**11. Amendment.**

This Agreement may not be modified, altered or changed except in writing and signed by both Parties wherein specific reference is made to this Agreement.

**12. Entire Agreement.**

This Agreement sets forth the entire agreement between the Parties hereto, and fully supersedes any prior agreements or understandings between the Parties, except for any arbitration, intellectual property, noncompete, restrictive covenant, non-solicitation, nondisclosure, or confidentiality agreements between Employer and Employee, and the Parties' agreement to settle the Lawsuit, which shall remain in full force and effect according to their terms. Employee acknowledges that Employee has not relied on any representations, promises, or agreements of any kind made to Employee in connection with Employee's decision to accept this Agreement, except for those set forth in this Agreement.

**13. Counterparts and Signatures.**

This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically mailed copy of the Agreement or a signature transmitted by facsimile or electronic mail, or which is made electronically, will have the same effect as the original signature.

**14. Mutual Negotiation.**

This Agreement was the result of negotiations between the Parties and their respective counsel. In the event of vagueness, ambiguity, or uncertainty, this Agreement shall not be construed against the Party preparing it, but shall be construed as if both Parties prepared it jointly.

**15. Third Party Beneficiaries.**

All Releasees are third party beneficiaries of this Agreement for purposes of the protections offered by this Agreement, and they shall be entitled to enforce the provisions of this Agreement applicable to any such Releasee as against Employee or any party acting on Employee's behalf.

**EMPLOYEE IS ADVISED THAT EMPLOYEE HAS UP TO TWENTY-ONE (21) CALENDAR DAYS TO CONSIDER THIS AGREEMENT. EMPLOYEE ALSO IS ADVISED TO CONSULT WITH AN ATTORNEY PRIOR TO EMPLOYEE'S SIGNING OF THIS AGREEMENT AND HAS IN FACT OBTAINED LEGAL REPRESENTATION ABOUT THE DECISION TO ENTER INTO THIS AGREEMENT BY EMPLOYEE'S COUNSEL FINKELSTEIN, BLANKINSHIP, FREI-PEARSON & GARBER, LLP, AND SO DOING, ENTERS INTO THIS AGREEMENT.**

**EMPLOYEE MAY REVOKE THIS AGREEMENT FOR A PERIOD OF SEVEN (7) CALENDAR DAYS FOLLOWING THE DAY ON WHICH EMPLOYEE SIGNS OR ENTERS INTO THIS AGREEMENT AND THE AGREEMENT IS NOT ENFORCEABLE UNTIL THE REVOCATION PERIOD HAS EXPIRED. ANY REVOCATION WITHIN THIS PERIOD MUST BE SUBMITTED, IN WRITING, TO TODD TORRES,**

ASSOCIATE GENERAL COUNSEL, ONE BIOTECH PARK 365 PLANTATION STREET, SUITE 334, WORCESTER, MA 01605, PH: 508-334-1700, FAX: 508-334-1980, TODD.TORRES@UMASSMEMORIAL.ORG AND STATE, "I HEREBY REVOKE MY ACCEPTANCE OF OUR AGREEMENT AND GENERAL RELEASE." THE REVOCATION MUST BE RECEIVED BY TODD TORRES, ASSOCIATE GENERAL COUNSEL, ONE BIOTECH PARK 365 PLANTATION STREET, SUITE 334, WORCESTER, MA 01605, PH: 508-334-1700, FAX: 508-334-1980, TODD.TORRES@UMASSMEMORIAL.ORG OR HIS/HER DESIGNEE WITHIN SEVEN (7) CALENDAR DAYS AFTER EMPLOYEE SIGNS OR ENTERS INTO THIS AGREEMENT.

EMPLOYEE AGREES THAT ANY MODIFICATIONS, MATERIAL OR OTHERWISE, MADE TO THIS AGREEMENT, DO NOT RESTART OR AFFECT IN ANY MANNER THE ORIGINAL CONSIDERATION PERIOD.

EMPLOYEE FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTERS INTO THIS AGREEMENT INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS EMPLOYEE HAS OR MIGHT HAVE AGAINST RELEASEES.

The Parties knowingly and voluntarily sign this Agreement as of the date(s) set forth below:


SANDRA BRAVO

By: 

Print  
Name: Sandra Bravo

Date: 5/5/23

UMASS MEMORIAL MEDICAL CENTER,  
INC. ("UMMMC") AND UMASS MEMORIAL  
HEALTH CARE, INC. ("UMMHC")

By:   
Sergio Melgar  
Executive SVP & Chief Financial Officer

Date: 5/12/23



## **SETTLEMENT AGREEMENT AND GENERAL RELEASE**

This Settlement Agreement and General Release (the “Agreement”) is entered into by and between **UMass Memorial Medical Center, Inc. (“UMMMC”)** and **UMass Memorial Health Care, Inc. (“UMMHC”)** (referred to throughout this Agreement as “Employer”) and **Cheryl LaFlamme (“Employee”)**. The term “Party” or “Parties” as used herein shall refer to Employer, Employee, or both, as may be appropriate.

### **1. Recitals.**

This Agreement is made with reference to the following facts:

(a) On or about March 9, 2022, Employee brought an action against Employer, which is pending as *Danielle Pallotta and Cheryl LaFlamme, et al. v. University of Massachusetts Memorial Medical Center and Kronos, Incorporated*, United States District Court, District of Massachusetts Case No.: 4:22-cv-10361-TSH (the “Lawsuit”). In the Lawsuit, Employee asserts, amongst other claims, claims for alleged failure of Employer to accurately pay employees due to the Ultimate Kronos Group (“UKG”), a timekeeping provider, experiencing a cybersecurity incident beginning on or about December 11, 2021, and continuing until the time that Employer regained full access to all UKG products and services and resumed normal employee timekeeping operations; and

(b) The Lawsuit has been settled and as part of that settlement, Employee has agreed to sign a separate, general release agreement contained herein. Employee and Employer have agreed, subject to the provisions in Paragraph 5 below, to resolve any and all claims, known and unknown, asserted and unasserted, which Employee has or may have against Employer and/or Employer’s direct and indirect past, present, and future parent corporation, affiliates, subsidiaries, partners, divisions, predecessors, insurers, reinsurers, professional employment organizations, representatives, successors, and assigns, and their current and former employees, attorneys, officers, owners, members, managers, directors, and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and their administrators and fiduciaries, both individually and in their business capacities (collectively referred to throughout the remainder of this Agreement as “Releasees”) as of the date of execution of this Agreement.

### **2. Consideration/Indemnification for Tax Consequences and Liens.**

(a) In consideration for Employee signing this Agreement, and complying with its terms, Employer agrees to pay the total gross sum of EIGHT THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$8,500) (the “Settlement Payment”), for which an IRS Form 1099-MISC shall be issued to each of Employee.

(b) Employee understands and agrees Employer is providing Employee with no representations regarding tax obligations or consequences that may arise from this Agreement. Employee, for Employee and Employee’s dependents, successors, assigns, heirs, executors, and administrators (and Employee’s legal representatives of every kind), agrees to indemnify and hold the Releasees harmless for the amount of any taxes, penalties, or interest that may be assessed by any governmental tax authority against any of the Releasees in connection with such governmental

authority's determination that Employer or any of the other Releasees was required to, but failed to, withhold or report the correct amount of income or employment taxes from the payments made to Employee or Employee's Counsel pursuant to Paragraph 2(a) of this Agreement. Employee agrees that Employee shall indemnify the Releasees for the full amount of such liability within thirty (30) days after receipt of notice from Employer or any of the other Releasees of the assessment of such taxes, penalties, or interest.

**3. No Consideration Absent Execution of this Agreement.**

Employee understands and agrees that Employee would not receive the monies and/or benefits specified in Paragraph 2(a) above, except for Employee's timely execution of this Agreement and the fulfillment of the promises contained herein.

**4. Disbursal of Settlement Funds/Dismissal of Action.**

(a) The settlement payments described in Paragraph 2(a) will be sent within fifteen (15) business days after the latest of the following have occurred:

- (1) counsel for Employer receives a copy of the Agreement signed by Employee;
- (2) counsel for Employer receives an executed W-9 Form from Employee's Counsel;
- (3) the Effective Date of the settlement agreement in the Lawsuit; and
- (4) the revocation period following the signing of this Agreement has expired.

**5. General Release, Claims Not Released and Related Provisions.**

(a) **General Release of All Claims.** But for the claims excluded in subparagraph (b) below, Employee and Employee's heirs, executors, administrators, successors, and assigns knowingly and voluntarily release and forever discharge Releasees, of and from any and all claims, known and unknown, asserted or unasserted, which Employee has or may have against Releasees as of the date of execution of this Agreement, including, but not limited to, any alleged violation of the following, as amended:

- Title VII of the Civil Rights Act of 1964;
- Sections 1981 through 1988 of Title 42 of the United States Code;
- The Employee Retirement Income Security Act of 1974 ("ERISA");
- The Internal Revenue Code of 1986;
- The Immigration Reform and Control Act;
- The Americans with Disabilities Act of 1990;
- Title IX of the Higher Education Act of 1965;
- The Worker Adjustment and Retraining Notification Act;
- The Fair Credit Reporting Act;
- The Family and Medical Leave Act;
- The Equal Pay Act;



- The Genetic Information Nondiscrimination Act of 2008;
- The Age Discrimination in Employment Act of 1967 (“ADEA”);
- The Uniformed Services Employment and Reemployment Rights Act of 1994 (“USERRA”);
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- The Vietnam Era Veterans’ Readjustment Assistance Act (“VEVRAA”);
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- The Massachusetts Law Against Discrimination, G.L. c. 151B, as amended;
- The Massachusetts Equal Rights Act, G.L. c. 93, as amended;
- The Massachusetts Civil Rights Act, G.L. c. 12, as amended;
- The Massachusetts Privacy Statute, G.L. c. 214, § 1B, as amended;
- The Massachusetts Sexual Harassment Statute, G.L. c. 214, § 1C;
- The Massachusetts Wage Payment Statute, G.L. c. 149, §§ 148, 148A, 148B, 149, 150, 150A-150C, 151, 152, 152A, et seq.;
- The Massachusetts Wage and Hour laws, G.L. c. 151§1A et seq.;
- The Massachusetts Workers’ Compensation Act, G.L. c. 152, § 75B;
- The Massachusetts Small Necessities Act, G.L. c. 149, § 52D;
- The Massachusetts Equal Pay Act, G.L. c. 149, § 105A-C;
- The Massachusetts Equal Rights for the Elderly and Disabled, G.L. c. 93, § 103;
- The Massachusetts AIDS Testing statute, G.L. c. 111, §70F;
- The Massachusetts Consumer Protection Act, G.L. c. 93A;
- Massachusetts Employment Leave for Victims and Family Members of Abuse, G.L. c. 149, §52E, as amended;
- The Massachusetts Earned Sick Time Law, M.G.L. c. 149, § 148C;
- The Massachusetts Paid Family and Medical Leave Act, M.G.L. c.175M et seq.
- Massachusetts Parental Leave Act, G.L. c. 149, § 105D;
- Massachusetts Age Discrimination Law, G.L. c. 149 §24 A et seq.;
- any other federal, state or local law, rule, regulation, or ordinance;
- any public policy, contract, tort, or common law; or
- any basis for recovering costs, fees, or other expenses including attorneys’ fees incurred in these matters.

(b) **Claims Not Released.** Employee is not waiving any rights Employee may have to: (i) Employee’s own vested or accrued employee benefits under Employer’s qualified retirement benefit plans as of the Separation Date; (ii) benefits and/or the right to seek benefits under applicable workers’ compensation and/or unemployment compensation statutes; (iii) pursue claims which by law cannot be waived by signing this Agreement; (iv) any claims by Employee related to any medical treatment received from Employer as a patient or customer; or (v) enforce this Agreement.

(c) **Governmental Agencies.** Nothing in this Agreement prohibits, prevents, or otherwise limits Employee from filing a charge or complaint with or participating, testifying, or assisting in any investigation, hearing, or other proceeding before any federal, state, or local

government agency (e.g., EEOC, NLRB, SEC) or in any legislative or judicial proceeding nor does anything in this Agreement preclude, prohibit or otherwise limit, in any way, Employee's rights and abilities to contact, communicate with or report unlawful conduct, or provide documents, to federal, state, or local officials for investigation or participate in any whistleblower program administered by any such agencies. In addition, nothing in this Agreement, including but not limited to the release of claims nor the confidentiality, limits on disclosure (Paragraph 6(a)), affirmations and return of property clauses, prohibits Employee from: (1) reporting possible violations of federal or other law or regulations, including any possible securities laws violations, to any governmental agency or entity, including but not limited to the U.S. Department of Justice, the U.S. Securities and Exchange Commission, the Commodity Futures Trading Commission, the U.S. Congress, or any agency Inspector General; (2) making any other disclosures that are protected under the whistleblower provisions of federal or other law or regulations; or (3) filing a charge or complaint or otherwise fully participating in any governmental whistleblower programs, including but not limited to any such programs managed or administered by the U.S. Securities and Exchange Commission, the Commodity Futures Trading Commission and/or the Occupational Safety and Health Administration. Employee is not required to notify or obtain permission from Employer when filing a governmental whistleblower charge or complaint or engaging or participating in protected whistleblower activity. Moreover, nothing in this Agreement prohibits or prevents Employee from receiving individual monetary awards or other individual relief by virtue of participating in such governmental whistleblower programs.

(d) **Collective/Class Action Waiver and Jury Waiver.** If any claim is not subject to release, to the extent permitted by law, Employee waives any right or ability to be a class or collective action representative or to otherwise participate in any putative or certified class, collective or multi-party action or proceeding based on such a claim in which Employer or any other Releasee identified in this Agreement is a party. Similarly, as to any such claim against any Releasee that is not otherwise released, Employee waives Employee's right to a jury trial subject to applicable law.

**6. Confidentiality.**

**7. Employee confirms that prior to the execution of this Agreement, Employee has not revealed its terms to any third parties. Employee agrees not to disclose any information regarding the existence or substance of this Agreement, except to Employee's spouse, tax advisor, or an attorney with whom Employee chooses to consult regarding Employee's consideration of this Agreement. Employee agrees that in the event Employee discloses the terms of this Agreement to Employee's spouse, tax advisor, or legal counsel, Employee will instruct Employee's spouse, tax advisor, or legal counsel not to reveal, disseminate by publication of any sort, or release in any manner or means this Agreement (except as may be required by legal process) to any other person or to any member(s) of the public, or to any newspaper, magazine, radio station, television station or any future, current, or former employee, representative, agent, customer, creditor, or competitor of Releasees without the express written consent of Releasees. If inquiries arise concerning this Agreement, Employee may only reply, "The matter has been resolved to everyone's satisfaction; there was no victory on either side," and shall make no other comment, except as required by law. Nothing in this Agreement has the purpose or effect of preventing Employee from making truthful disclosures about alleged unlawful conduct. This**

**confidentiality restriction shall not be construed to limit Employee's rights under the National Labor Relations Act.Acknowledgements and Affirmations.**

(a) Employee affirms that Employee has not filed, caused to be filed, or presently is a party to any claim against Employer, except the Lawsuit, which is being dismissed with prejudice. Nothing in this Agreement or these Affirmations is intended to impair Employee's rights under whistleblower laws or cause Employee to disclose Employee's participation in any governmental whistleblower program or any whistleblowing statute(s) or regulation(s) allowing for anonymity

(b) Employee also affirms that Employee has reported all hours worked as of the date Employee signs this Agreement and has been paid and/or has received all compensation, wages, bonuses, commissions, paid sick leave, predictability pay, and/or benefits which are due and payable as of the date Employee signs this Agreement and Employee has been reimbursed for all necessary expenses or losses incurred by Employee within the scope of Employee's employment. Employee further affirms that Employee has submitted expense reports for all necessary expenses or losses incurred by Employee within the scope of Employee's employment. Employee affirms that Employee has been granted any leave to which Employee was entitled under the Family and Medical Leave Act and state and local leave and disability accommodation laws.

(c) Employee further affirms that Employee has no known workplace injuries or occupational diseases. This representation is not a representation that the Employee has no injuries, diseases, or other healthcare issues, but simply that the Employee is not aware that any such potential injuries, diseases, or other healthcare issues are caused by the Employee's employment by the Employer.

(d) Employee also affirms that Employee has not divulged any proprietary or confidential information of Employer and will continue to maintain the confidentiality of such information consistent with Employer's policies and Employee's agreement(s) with Employer and/or common law. Under the federal Defend Trade Secrets Act of 2016, Employee shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made to Employee's attorney in relation to a lawsuit against Employer for retaliation against Employee for reporting a suspected violation of law; or (c) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(e) Employee further affirms that Employee has not reported internally to Employer any allegations of wrongdoing by Employer or its officers, including any allegations of corporate fraud, and Employee has not been retaliated against for reporting or objecting to any such allegations internally to Employer.

(f) Employee affirms that all of Employer's decisions regarding Employee's pay and benefits through the date of Employee's Separation Date were not discriminatory based on age, disability, race, color, sex, religion, national origin or any other classification protected by law.

(g) Employee and Employer acknowledge Employee's rights to make truthful statements or disclosures required by law, regulation, or legal process and to request or receive confidential legal advice, and nothing in this Agreement shall be deemed to impair those rights.

(h) Employee acknowledges that – to the extent set forth in the General Release of All Claims paragraph above – this Agreement contains a release of any and all claims Employee may have under the Massachusetts Wage Act, and that this Agreement is intended to resolve any and all disputes related to wages, commissions, or other compensation.

**8. Medicare Secondary Payer Rules.**

As a term of this Agreement, the parties have fully considered Medicare's interests pursuant to the Medicare Secondary Payer rules. In doing so, Employee affirms that as of the date Employee signs this Agreement, Employee is not Medicare eligible (i.e., is not 65 years of age or older; is not suffering from end stage renal failure; has not received Social Security Disability Insurance benefits for 24 months or longer, etc.). Nonetheless, if the Centers for Medicare & Medicaid Services (CMS) (this term includes any related agency representing Medicare's interests) determines that Medicare has an interest in the payment to Employee under this settlement, Employee agrees to (i) indemnify, defend and hold Releasees harmless from any action by CMS relating to medical expenses of Employee, (ii) reasonably cooperate with Releasees upon request with respect to any information needed to satisfy the reporting requirements under Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007, if applicable, and any claim that the CMS may make and for which Employee is required to indemnify Releasees under this paragraph, and (iii) waive any and all future actions against Releasees for any private cause of action for damages pursuant to 42 U.S.C. § 1395y(b)(3)(A). The amount to be paid by the Employee to Releasees pursuant to this paragraph is limited to reimbursement of such liability but does not include reimbursement for attorney's fees incurred by Releasees.

**9. Governing Law and Interpretation.**

This Agreement shall be governed and conformed in accordance with the laws of Massachusetts without regard to its conflict of laws provision. In the event of a breach of any provision of this Agreement, either Party may institute an action specifically to enforce any term or terms of this Agreement and/or to seek any damages for breach. Should any provision of this Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, excluding the general release language, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect. Should a court declare or find the general release in this Agreement to be unenforceable for any reason, Employee agrees to sign a replacement release in a form provided by Employer.

**10. Nonadmission of Wrongdoing.**

The Parties agree that neither this Agreement nor the furnishing of the consideration for this Agreement shall be deemed or construed at any time for any purpose as an admission by Releasees of wrongdoing or evidence of any liability or unlawful conduct of any kind.

**11. Amendment.**

This Agreement may not be modified, altered or changed except in writing and signed by both Parties wherein specific reference is made to this Agreement.

**12. Entire Agreement.**

This Agreement sets forth the entire agreement between the Parties hereto, and fully supersedes any prior agreements or understandings between the Parties, except for any arbitration, intellectual property, noncompete, restrictive covenant, non-solicitation, nondisclosure, or confidentiality agreements between Employer and Employee, and the Parties' agreement to settle the Lawsuit, which shall remain in full force and effect according to their terms. Employee acknowledges that Employee has not relied on any representations, promises, or agreements of any kind made to Employee in connection with Employee's decision to accept this Agreement, except for those set forth in this Agreement.

**13. Counterparts and Signatures.**

This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically mailed copy of the Agreement or a signature transmitted by facsimile or electronic mail, or which is made electronically, will have the same effect as the original signature.

**14. Mutual Negotiation.**

This Agreement was the result of negotiations between the Parties and their respective counsel. In the event of vagueness, ambiguity, or uncertainty, this Agreement shall not be construed against the Party preparing it, but shall be construed as if both Parties prepared it jointly.

**15. Third Party Beneficiaries.**

All Releasees are third party beneficiaries of this Agreement for purposes of the protections offered by this Agreement, and they shall be entitled to enforce the provisions of this Agreement applicable to any such Releasee as against Employee or any party acting on Employee's behalf.

**EMPLOYEE IS ADVISED THAT EMPLOYEE HAS UP TO TWENTY-ONE (21) CALENDAR DAYS TO CONSIDER THIS AGREEMENT. EMPLOYEE ALSO IS ADVISED TO CONSULT WITH AN ATTORNEY PRIOR TO EMPLOYEE'S SIGNING OF THIS AGREEMENT AND HAS IN FACT OBTAINED LEGAL REPRESENTATION ABOUT THE DECISION TO ENTER INTO THIS AGREEMENT BY EMPLOYEE'S COUNSEL FINKELSTEIN, BLANKINSHIP, FREI-PEARSON & GARBER, LLP, AND SO DOING, ENTERS INTO THIS AGREEMENT.**

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ASSOCIATE GENERAL COUNSEL, ONE BIOTECH PARK 365 PLANTATION STREET, SUITE 334, WORCESTER, MA 01605, PH: 508-334-1700, FAX: 508-334-1980, TODD.TORRES@UMASSMEMORIAL.ORG AND STATE, "I HEREBY REVOKE MY ACCEPTANCE OF OUR AGREEMENT AND GENERAL RELEASE." THE REVOCATION MUST BE RECEIVED BY TODD TORRES, ASSOCIATE GENERAL COUNSEL, ONE BIOTECH PARK 365 PLANTATION STREET, SUITE 334, WORCESTER, MA 01605, PH: 508-334-1700, FAX: 508-334-1980, TODD.TORRES@UMASSMEMORIAL.ORG OR HIS/HER DESIGNEE WITHIN SEVEN (7) CALENDAR DAYS AFTER EMPLOYEE SIGNS OR ENTERS INTO THIS AGREEMENT.

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EMPLOYEE FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTERS INTO THIS AGREEMENT INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS EMPLOYEE HAS OR MIGHT HAVE AGAINST RELEASEES.

The Parties knowingly and voluntarily sign this Agreement as of the date(s) set forth below:

CHERYL LAFLAMME

UMASS MEMORIAL MEDICAL CENTER,  
INC. ("UMMMC") AND UMass MEMORIAL  
HEALTH CARE, INC. ("UMMHC")

By: Cheryl Laflamme

By: Sergio Melgar  
Sergio Melgar  
Executive SVP & Chief Financial Officer

Print  
Name: cheryl Laflamme

Date: 5/10/2023

Date: 5/12/23

## **SETTLEMENT AGREEMENT AND GENERAL RELEASE**

This Settlement Agreement and General Release (the “Agreement”) is entered into by and between **UMass Memorial Medical Center, Inc. (“UMMMC”)** and **UMass Memorial Health Care, Inc. (“UMMHC”)** (referred to throughout this Agreement as “Employer”) and **Melissa Lavin (“Employee”)**. The term “Party” or “Parties” as used herein shall refer to Employer, Employee, or both, as may be appropriate.

### **1. Recitals.**

This Agreement is made with reference to the following facts:

(a) On or about March 9, 2022, Employee brought an action against Employer, which is pending as *Danielle Pallotta and Cheryl LaFlamme, et al. v. University of Massachusetts Memorial Medical Center and Kronos, Incorporated*, United States District Court, District of Massachusetts Case No.: 4:22-cv-10361-TSH (the “Lawsuit”). In the Lawsuit, Employee asserts, amongst other claims, claims for alleged failure of Employer to accurately pay employees due to the Ultimate Kronos Group (“UKG”), a timekeeping provider, experiencing a cybersecurity incident beginning on or about December 11, 2021, and continuing until the time that Employer regained full access to all UKG products and services and resumed normal employee timekeeping operations; and

(b) The Lawsuit has been settled and as part of that settlement, Employee has agreed to sign a separate, general release agreement contained herein. Employee and Employer have agreed, subject to the provisions in Paragraph 5 below, to resolve any and all claims, known and unknown, asserted and unasserted, which Employee has or may have against Employer and/or Employer’s direct and indirect past, present, and future parent corporation, affiliates, subsidiaries, partners, divisions, predecessors, insurers, reinsurers, professional employment organizations, representatives, successors, and assigns, and their current and former employees, attorneys, officers, owners, members, managers, directors, and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and their administrators and fiduciaries, both individually and in their business capacities (collectively referred to throughout the remainder of this Agreement as “Releasees”) as of the date of execution of this Agreement.

### **2. Consideration/Indemnification for Tax Consequences and Liens.**

(a) In consideration for Employee signing this Agreement, and complying with its terms, Employer agrees to pay the total gross sum of EIGHT THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$8,500) (the “Settlement Payment”), for which an IRS Form 1099-MISC shall be issued to each of Employee.

(b) Employee understands and agrees Employer is providing Employee with no representations regarding tax obligations or consequences that may arise from this Agreement. Employee, for Employee and Employee’s dependents, successors, assigns, heirs, executors, and administrators (and Employee’s legal representatives of every kind), agrees to indemnify and hold the Releasees harmless for the amount of any taxes, penalties, or interest that may be assessed by any governmental tax authority against any of the Releasees in connection with such governmental

authority's determination that Employer or any of the other Releasees was required to, but failed to, withhold or report the correct amount of income or employment taxes from the payments made to Employee or Employee's Counsel pursuant to Paragraph 2(a) of this Agreement. Employee agrees that Employee shall indemnify the Releasees for the full amount of such liability within thirty (30) days after receipt of notice from Employer or any of the other Releasees of the assessment of such taxes, penalties, or interest.

**3. No Consideration Absent Execution of this Agreement.**

Employee understands and agrees that Employee would not receive the monies and/or benefits specified in Paragraph 2(a) above, except for Employee's timely execution of this Agreement and the fulfillment of the promises contained herein.

**4. Disbursal of Settlement Funds/Dismissal of Action.**

(a) The settlement payments described in Paragraph 2(a) will be sent within fifteen (15) business days after the latest of the following have occurred:

- (1) counsel for Employer receives a copy of the Agreement signed by Employee;
- (2) counsel for Employer receives an executed W-9 Form from Employee's Counsel;
- (3) the Effective Date of the settlement agreement in the Lawsuit; and
- (4) the revocation period following the signing of this Agreement has expired.

**5. General Release, Claims Not Released and Related Provisions.**

(a) **General Release of All Claims.** But for the claims excluded in subparagraph (b) below, Employee and Employee's heirs, executors, administrators, successors, and assigns knowingly and voluntarily release and forever discharge Releasees, of and from any and all claims, known and unknown, asserted or unasserted, which Employee has or may have against Releasees as of the date of execution of this Agreement, including, but not limited to, any alleged violation of the following, as amended:

- Title VII of the Civil Rights Act of 1964;
- Sections 1981 through 1988 of Title 42 of the United States Code;
- The Employee Retirement Income Security Act of 1974 ("ERISA");
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- Title IX of the Higher Education Act of 1965;
- The Worker Adjustment and Retraining Notification Act;
- The Fair Credit Reporting Act;
- The Family and Medical Leave Act;
- The Equal Pay Act;



- The Genetic Information Nondiscrimination Act of 2008;
- The Age Discrimination in Employment Act of 1967 (“ADEA”);
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- The Massachusetts Equal Rights Act, G.L. c. 93, as amended;
- The Massachusetts Civil Rights Act, G.L. c. 12, as amended;
- The Massachusetts Privacy Statute, G.L. c. 214, § 1B, as amended;
- The Massachusetts Sexual Harassment Statute, G.L. c. 214, § 1C;
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- The Massachusetts Equal Pay Act, G.L. c. 149, § 105A-C;
- The Massachusetts Equal Rights for the Elderly and Disabled, G.L. c. 93, § 103;
- The Massachusetts AIDS Testing statute, G.L. c. 111, §70F;
- The Massachusetts Consumer Protection Act, G.L. c. 93A;
- Massachusetts Employment Leave for Victims and Family Members of Abuse, G.L. c. 149, §52E, as amended;
- The Massachusetts Earned Sick Time Law, M.G.L. c. 149, § 148C;
- The Massachusetts Paid Family and Medical Leave Act, M.G.L. c.175M et seq.
- Massachusetts Parental Leave Act, G.L. c. 149, § 105D;
- Massachusetts Age Discrimination Law, G.L. c. 149 §24 A et seq.;
- any other federal, state or local law, rule, regulation, or ordinance;
- any public policy, contract, tort, or common law; or
- any basis for recovering costs, fees, or other expenses including attorneys’ fees incurred in these matters.

(b) **Claims Not Released.** Employee is not waiving any rights Employee may have to: (i) Employee’s own vested or accrued employee benefits under Employer’s qualified retirement benefit plans as of the Separation Date; (ii) benefits and/or the right to seek benefits under applicable workers’ compensation and/or unemployment compensation statutes; (iii) pursue claims which by law cannot be waived by signing this Agreement; (iv) any claims by Employee related to any medical treatment received from Employer as a patient or customer; or (v) enforce this Agreement.

(c) **Governmental Agencies.** Nothing in this Agreement prohibits, prevents, or otherwise limits Employee from filing a charge or complaint with or participating, testifying, or assisting in any investigation, hearing, or other proceeding before any federal, state, or local

government agency (e.g., EEOC, NLRB, SEC) or in any legislative or judicial proceeding nor does anything in this Agreement preclude, prohibit or otherwise limit, in any way, Employee's rights and abilities to contact, communicate with or report unlawful conduct, or provide documents, to federal, state, or local officials for investigation or participate in any whistleblower program administered by any such agencies. In addition, nothing in this Agreement, including but not limited to the release of claims nor the confidentiality, limits on disclosure (Paragraph 6(a)), affirmations and return of property clauses, prohibits Employee from: (1) reporting possible violations of federal or other law or regulations, including any possible securities laws violations, to any governmental agency or entity, including but not limited to the U.S. Department of Justice, the U.S. Securities and Exchange Commission, the Commodity Futures Trading Commission, the U.S. Congress, or any agency Inspector General; (2) making any other disclosures that are protected under the whistleblower provisions of federal or other law or regulations; or (3) filing a charge or complaint or otherwise fully participating in any governmental whistleblower programs, including but not limited to any such programs managed or administered by the U.S. Securities and Exchange Commission, the Commodity Futures Trading Commission and/or the Occupational Safety and Health Administration. Employee is not required to notify or obtain permission from Employer when filing a governmental whistleblower charge or complaint or engaging or participating in protected whistleblower activity. Moreover, nothing in this Agreement prohibits or prevents Employee from receiving individual monetary awards or other individual relief by virtue of participating in such governmental whistleblower programs.

(d) **Collective/Class Action Waiver and Jury Waiver.** If any claim is not subject to release, to the extent permitted by law, Employee waives any right or ability to be a class or collective action representative or to otherwise participate in any putative or certified class, collective or multi-party action or proceeding based on such a claim in which Employer or any other Releasee identified in this Agreement is a party. Similarly, as to any such claim against any Releasee that is not otherwise released, Employee waives Employee's right to a jury trial subject to applicable law.

**6. Confidentiality.**

**7. Employee confirms that prior to the execution of this Agreement, Employee has not revealed its terms to any third parties. Employee agrees not to disclose any information regarding the existence or substance of this Agreement, except to Employee's spouse, tax advisor, or an attorney with whom Employee chooses to consult regarding Employee's consideration of this Agreement. Employee agrees that in the event Employee discloses the terms of this Agreement to Employee's spouse, tax advisor, or legal counsel, Employee will instruct Employee's spouse, tax advisor, or legal counsel not to reveal, disseminate by publication of any sort, or release in any manner or means this Agreement (except as may be required by legal process) to any other person or to any member(s) of the public, or to any newspaper, magazine, radio station, television station or any future, current, or former employee, representative, agent, customer, creditor, or competitor of Releasees without the express written consent of Releasees. If inquiries arise concerning this Agreement, Employee may only reply, "The matter has been resolved to everyone's satisfaction; there was no victory on either side," and shall make no other comment, except as required by law. Nothing in this Agreement has the purpose or effect of preventing Employee from making truthful disclosures about alleged unlawful conduct. This**

**confidentiality restriction shall not be construed to limit Employee's rights under the National Labor Relations Act.Acknowledgements and Affirmations.**

(a) Employee affirms that Employee has not filed, caused to be filed, or presently is a party to any claim against Employer, except the Lawsuit, which is being dismissed with prejudice. Nothing in this Agreement or these Affirmations is intended to impair Employee's rights under whistleblower laws or cause Employee to disclose Employee's participation in any governmental whistleblower program or any whistleblowing statute(s) or regulation(s) allowing for anonymity

(b) Employee also affirms that Employee has reported all hours worked as of the date Employee signs this Agreement and has been paid and/or has received all compensation, wages, bonuses, commissions, paid sick leave, predictability pay, and/or benefits which are due and payable as of the date Employee signs this Agreement and Employee has been reimbursed for all necessary expenses or losses incurred by Employee within the scope of Employee's employment. Employee further affirms that Employee has submitted expense reports for all necessary expenses or losses incurred by Employee within the scope of Employee's employment. Employee affirms that Employee has been granted any leave to which Employee was entitled under the Family and Medical Leave Act and state and local leave and disability accommodation laws.

(c) Employee further affirms that Employee has no known workplace injuries or occupational diseases. This representation is not a representation that the Employee has no injuries, diseases, or other healthcare issues, but simply that the Employee is not aware that any such potential injuries, diseases, or other healthcare issues are caused by the Employee's employment by the Employer.

(d) Employee also affirms that Employee has not divulged any proprietary or confidential information of Employer and will continue to maintain the confidentiality of such information consistent with Employer's policies and Employee's agreement(s) with Employer and/or common law. Under the federal Defend Trade Secrets Act of 2016, Employee shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made to Employee's attorney in relation to a lawsuit against Employer for retaliation against Employee for reporting a suspected violation of law; or (c) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(e) Employee further affirms that Employee has not reported internally to Employer any allegations of wrongdoing by Employer or its officers, including any allegations of corporate fraud, and Employee has not been retaliated against for reporting or objecting to any such allegations internally to Employer.

(f) Employee affirms that all of Employer's decisions regarding Employee's pay and benefits through the date of Employee's Separation Date were not discriminatory based on age, disability, race, color, sex, religion, national origin or any other classification protected by law.

(g) Employee and Employer acknowledge Employee's rights to make truthful statements or disclosures required by law, regulation, or legal process and to request or receive confidential legal advice, and nothing in this Agreement shall be deemed to impair those rights.

(h) Employee acknowledges that – to the extent set forth in the General Release of All Claims paragraph above – this Agreement contains a release of any and all claims Employee may have under the Massachusetts Wage Act, and that this Agreement is intended to resolve any and all disputes related to wages, commissions, or other compensation.

#### **8. Medicare Secondary Payer Rules.**

As a term of this Agreement, the parties have fully considered Medicare's interests pursuant to the Medicare Secondary Payer rules. In doing so, Employee affirms that as of the date Employee signs this Agreement, Employee is not Medicare eligible (i.e., is not 65 years of age or older; is not suffering from end stage renal failure; has not received Social Security Disability Insurance benefits for 24 months or longer, etc.). Nonetheless, if the Centers for Medicare & Medicaid Services (CMS) (this term includes any related agency representing Medicare's interests) determines that Medicare has an interest in the payment to Employee under this settlement, Employee agrees to (i) indemnify, defend and hold Releasees harmless from any action by CMS relating to medical expenses of Employee, (ii) reasonably cooperate with Releasees upon request with respect to any information needed to satisfy the reporting requirements under Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007, if applicable, and any claim that the CMS may make and for which Employee is required to indemnify Releasees under this paragraph, and (iii) waive any and all future actions against Releasees for any private cause of action for damages pursuant to 42 U.S.C. § 1395y(b)(3)(A). The amount to be paid by the Employee to Releasees pursuant to this paragraph is limited to reimbursement of such liability but does not include reimbursement for attorney's fees incurred by Releasees.

#### **9. Governing Law and Interpretation.**

This Agreement shall be governed and conformed in accordance with the laws of Massachusetts without regard to its conflict of laws provision. In the event of a breach of any provision of this Agreement, either Party may institute an action specifically to enforce any term or terms of this Agreement and/or to seek any damages for breach. Should any provision of this Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, excluding the general release language, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect. Should a court declare or find the general release in this Agreement to be unenforceable for any reason, Employee agrees to sign a replacement release in a form provided by Employer.

#### **10. Nonadmission of Wrongdoing.**

The Parties agree that neither this Agreement nor the furnishing of the consideration for this Agreement shall be deemed or construed at any time for any purpose as an admission by Releasees of wrongdoing or evidence of any liability or unlawful conduct of any kind.

**11. Amendment.**

This Agreement may not be modified, altered or changed except in writing and signed by both Parties wherein specific reference is made to this Agreement.

**12. Entire Agreement.**

This Agreement sets forth the entire agreement between the Parties hereto, and fully supersedes any prior agreements or understandings between the Parties, except for any arbitration, intellectual property, noncompete, restrictive covenant, non-solicitation, nondisclosure, or confidentiality agreements between Employer and Employee, and the Parties' agreement to settle the Lawsuit, which shall remain in full force and effect according to their terms. Employee acknowledges that Employee has not relied on any representations, promises, or agreements of any kind made to Employee in connection with Employee's decision to accept this Agreement, except for those set forth in this Agreement.

**13. Counterparts and Signatures.**

This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically mailed copy of the Agreement or a signature transmitted by facsimile or electronic mail, or which is made electronically, will have the same effect as the original signature.

**14. Mutual Negotiation.**

This Agreement was the result of negotiations between the Parties and their respective counsel. In the event of vagueness, ambiguity, or uncertainty, this Agreement shall not be construed against the Party preparing it, but shall be construed as if both Parties prepared it jointly.

**15. Third Party Beneficiaries.**

All Releasees are third party beneficiaries of this Agreement for purposes of the protections offered by this Agreement, and they shall be entitled to enforce the provisions of this Agreement applicable to any such Releasee as against Employee or any party acting on Employee's behalf.

**EMPLOYEE IS ADVISED THAT EMPLOYEE HAS UP TO TWENTY-ONE (21) CALENDAR DAYS TO CONSIDER THIS AGREEMENT. EMPLOYEE ALSO IS ADVISED TO CONSULT WITH AN ATTORNEY PRIOR TO EMPLOYEE'S SIGNING OF THIS AGREEMENT AND HAS IN FACT OBTAINED LEGAL REPRESENTATION ABOUT THE DECISION TO ENTER INTO THIS AGREEMENT BY EMPLOYEE'S COUNSEL FINKELSTEIN, BLANKINSHIP, FREI-PEARSON & GARBER, LLP, AND SO DOING, ENTERS INTO THIS AGREEMENT.**

**EMPLOYEE MAY REVOKE THIS AGREEMENT FOR A PERIOD OF SEVEN (7) CALENDAR DAYS FOLLOWING THE DAY ON WHICH EMPLOYEE SIGNS OR ENTERS INTO THIS AGREEMENT AND THE AGREEMENT IS NOT ENFORCEABLE UNTIL THE REVOCATION PERIOD HAS EXPIRED. ANY REVOCATION WITHIN THIS PERIOD MUST BE SUBMITTED, IN WRITING, TO TODD TORRES,**



ASSOCIATE GENERAL COUNSEL, ONE BIOTECH PARK 365 PLANTATION STREET, SUITE 334, WORCESTER, MA 01605, PH: 508-334-1700, FAX: 508-334-1980, TODD.TORRES@UMASSMEMORIAL.ORG AND STATE, "I HEREBY REVOKE MY ACCEPTANCE OF OUR AGREEMENT AND GENERAL RELEASE." THE REVOCATION MUST BE RECEIVED BY TODD TORRES, ASSOCIATE GENERAL COUNSEL, ONE BIOTECH PARK 365 PLANTATION STREET, SUITE 334, WORCESTER, MA 01605, PH: 508-334-1700, FAX: 508-334-1980, TODD.TORRES@UMASSMEMORIAL.ORG OR HIS/HER DESIGNEE WITHIN SEVEN (7) CALENDAR DAYS AFTER EMPLOYEE SIGNS OR ENTERS INTO THIS AGREEMENT.

EMPLOYEE AGREES THAT ANY MODIFICATIONS, MATERIAL OR OTHERWISE, MADE TO THIS AGREEMENT, DO NOT RESTART OR AFFECT IN ANY MANNER THE ORIGINAL CONSIDERATION PERIOD.


EMPLOYEE FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTERS INTO THIS AGREEMENT INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS EMPLOYEE HAS OR MIGHT HAVE AGAINST RELEASEES.

The Parties knowingly and voluntarily sign this Agreement as of the date(s) set forth below:

MELISSA LAVIN

UMASS MEMORIAL MEDICAL CENTER,  
INC. ("UMMMC") AND UMASS MEMORIAL  
HEALTH CARE, INC. ("UMMHC")

By: Melissa Lavin

By:   
Sergio Melgar  
Executive SVP & Chief Financial Officer

Print  
Name: Melissa Lavin

Date: 5/10/2023

Date: 5/12/23

## **SETTLEMENT AGREEMENT AND GENERAL RELEASE**

This Settlement Agreement and General Release (the “Agreement”) is entered into by and between **UMass Memorial Medical Center, Inc. (“UMMMC”)** and **UMass Memorial Health Care, Inc. (“UMMHC”)** (referred to throughout this Agreement as “Employer”) and **Michelle Lemieux (“Employee”)**. The term “Party” or “Parties” as used herein shall refer to Employer, Employee, or both, as may be appropriate.

### **1. Recitals.**

This Agreement is made with reference to the following facts:

(a) On or about March 9, 2022, Employee brought an action against Employer, which is pending as *Danielle Pallotta and Cheryl LaFlamme, et al. v. University of Massachusetts Memorial Medical Center and Kronos, Incorporated*, United States District Court, District of Massachusetts Case No.: 4:22-cv-10361-TSH (the “Lawsuit”). In the Lawsuit, Employee asserts, amongst other claims, claims for alleged failure of Employer to accurately pay employees due to the Ultimate Kronos Group (“UKG”), a timekeeping provider, experiencing a cybersecurity incident beginning on or about December 11, 2021, and continuing until the time that Employer regained full access to all UKG products and services and resumed normal employee timekeeping operations; and

(b) The Lawsuit has been settled and as part of that settlement, Employee has agreed to sign a separate, general release agreement contained herein. Employee and Employer have agreed, subject to the provisions in Paragraph 5 below, to resolve any and all claims, known and unknown, asserted and unasserted, which Employee has or may have against Employer and/or Employer’s direct and indirect past, present, and future parent corporation, affiliates, subsidiaries, partners, divisions, predecessors, insurers, reinsurers, professional employment organizations, representatives, successors, and assigns, and their current and former employees, attorneys, officers, owners, members, managers, directors, and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and their administrators and fiduciaries, both individually and in their business capacities (collectively referred to throughout the remainder of this Agreement as “Releasees”) as of the date of execution of this Agreement.

### **2. Consideration/Indemnification for Tax Consequences and Liens.**

(a) In consideration for Employee signing this Agreement, and complying with its terms, Employer agrees to pay the total gross sum of EIGHT THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$8,500) (the “Settlement Payment”), for which an IRS Form 1099-MISC shall be issued to each of Employee.

(b) Employee understands and agrees Employer is providing Employee with no representations regarding tax obligations or consequences that may arise from this Agreement. Employee, for Employee and Employee’s dependents, successors, assigns, heirs, executors, and administrators (and Employee’s legal representatives of every kind), agrees to indemnify and hold the Releasees harmless for the amount of any taxes, penalties, or interest that may be assessed by any governmental tax authority against any of the Releasees in connection with such governmental

authority's determination that Employer or any of the other Releasees was required to, but failed to, withhold or report the correct amount of income or employment taxes from the payments made to Employee or Employee's Counsel pursuant to Paragraph 2(a) of this Agreement. Employee agrees that Employee shall indemnify the Releasees for the full amount of such liability within thirty (30) days after receipt of notice from Employer or any of the other Releasees of the assessment of such taxes, penalties, or interest.

**3. No Consideration Absent Execution of this Agreement.**

Employee understands and agrees that Employee would not receive the monies and/or benefits specified in Paragraph 2(a) above, except for Employee's timely execution of this Agreement and the fulfillment of the promises contained herein.

**4. Disbursal of Settlement Funds/Dismissal of Action.**

(a) The settlement payments described in Paragraph 2(a) will be sent within fifteen (15) business days after the latest of the following have occurred:

- (1) counsel for Employer receives a copy of the Agreement signed by Employee;
- (2) counsel for Employer receives an executed W-9 Form from Employee's Counsel;
- (3) the Effective Date of the settlement agreement in the Lawsuit; and
- (4) the revocation period following the signing of this Agreement has expired.

**5. General Release, Claims Not Released and Related Provisions.**

(a) **General Release of All Claims.** But for the claims excluded in subparagraph (b) below, Employee and Employee's heirs, executors, administrators, successors, and assigns knowingly and voluntarily release and forever discharge Releasees, of and from any and all claims, known and unknown, asserted or unasserted, which Employee has or may have against Releasees as of the date of execution of this Agreement, including, but not limited to, any alleged violation of the following, as amended:

- Title VII of the Civil Rights Act of 1964;
- Sections 1981 through 1988 of Title 42 of the United States Code;
- The Employee Retirement Income Security Act of 1974 ("ERISA");
- The Internal Revenue Code of 1986;
- The Immigration Reform and Control Act;
- The Americans with Disabilities Act of 1990;
- Title IX of the Higher Education Act of 1965;
- The Worker Adjustment and Retraining Notification Act;
- The Fair Credit Reporting Act;
- The Family and Medical Leave Act;
- The Equal Pay Act;



- The Genetic Information Nondiscrimination Act of 2008;
- The Age Discrimination in Employment Act of 1967 (“ADEA”);
- The Uniformed Services Employment and Reemployment Rights Act of 1994 (“USERRA”);
- Executive Order 11246;
- The Rehabilitation Act;
- The Vietnam Era Veterans’ Readjustment Assistance Act (“VEVRAA”);
- Families First Coronavirus Response Act;
- The Massachusetts Law Against Discrimination, G.L. c. 151B, as amended;
- The Massachusetts Equal Rights Act, G.L. c. 93, as amended;
- The Massachusetts Civil Rights Act, G.L. c. 12, as amended;
- The Massachusetts Privacy Statute, G.L. c. 214, § 1B, as amended;
- The Massachusetts Sexual Harassment Statute, G.L. c. 214, § 1C;
- The Massachusetts Wage Payment Statute, G.L. c. 149, §§ 148, 148A, 148B, 149, 150, 150A-150C, 151, 152, 152A, et seq.;
- The Massachusetts Wage and Hour laws, G.L. c. 151§1A et seq.;
- The Massachusetts Workers’ Compensation Act, G.L. c. 152, § 75B;
- The Massachusetts Small Necessities Act, G.L. c. 149, § 52D;
- The Massachusetts Equal Pay Act, G.L. c. 149, § 105A-C;
- The Massachusetts Equal Rights for the Elderly and Disabled, G.L. c. 93, § 103;
- The Massachusetts AIDS Testing statute, G.L. c. 111, §70F;
- The Massachusetts Consumer Protection Act, G.L. c. 93A;
- Massachusetts Employment Leave for Victims and Family Members of Abuse, G.L. c. 149, §52E, as amended;
- The Massachusetts Earned Sick Time Law, M.G.L. c. 149, § 148C;
- The Massachusetts Paid Family and Medical Leave Act, M.G.L. c.175M et seq.
- Massachusetts Parental Leave Act, G.L. c. 149, § 105D;
- Massachusetts Age Discrimination Law, G.L. c. 149 §24 A et seq.;
- any other federal, state or local law, rule, regulation, or ordinance;
- any public policy, contract, tort, or common law; or
- any basis for recovering costs, fees, or other expenses including attorneys’ fees incurred in these matters.

(b) **Claims Not Released.** Employee is not waiving any rights Employee may have to: (i) Employee’s own vested or accrued employee benefits under Employer’s qualified retirement benefit plans as of the Separation Date; (ii) benefits and/or the right to seek benefits under applicable workers’ compensation and/or unemployment compensation statutes; (iii) pursue claims which by law cannot be waived by signing this Agreement; (iv) any claims by Employee related to any medical treatment received from Employer as a patient or customer; or (v) enforce this Agreement.

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government agency (e.g., EEOC, NLRB, SEC) or in any legislative or judicial proceeding nor does anything in this Agreement preclude, prohibit or otherwise limit, in any way, Employee's rights and abilities to contact, communicate with or report unlawful conduct, or provide documents, to federal, state, or local officials for investigation or participate in any whistleblower program administered by any such agencies. In addition, nothing in this Agreement, including but not limited to the release of claims nor the confidentiality, limits on disclosure (Paragraph 6(a)), affirmations and return of property clauses, prohibits Employee from: (1) reporting possible violations of federal or other law or regulations, including any possible securities laws violations, to any governmental agency or entity, including but not limited to the U.S. Department of Justice, the U.S. Securities and Exchange Commission, the Commodity Futures Trading Commission, the U.S. Congress, or any agency Inspector General; (2) making any other disclosures that are protected under the whistleblower provisions of federal or other law or regulations; or (3) filing a charge or complaint or otherwise fully participating in any governmental whistleblower programs, including but not limited to any such programs managed or administered by the U.S. Securities and Exchange Commission, the Commodity Futures Trading Commission and/or the Occupational Safety and Health Administration. Employee is not required to notify or obtain permission from Employer when filing a governmental whistleblower charge or complaint or engaging or participating in protected whistleblower activity. Moreover, nothing in this Agreement prohibits or prevents Employee from receiving individual monetary awards or other individual relief by virtue of participating in such governmental whistleblower programs.

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ASSOCIATE GENERAL COUNSEL, ONE BIOTECH PARK 365 PLANTATION STREET, SUITE 334, WORCESTER, MA 01605, PH: 508-334-1700, FAX: 508-334-1980, TODD.TORRES@UMASSMEMORIAL.ORG AND STATE, "I HEREBY REVOKE MY ACCEPTANCE OF OUR AGREEMENT AND GENERAL RELEASE." THE REVOCATION MUST BE RECEIVED BY TODD TORRES, ASSOCIATE GENERAL COUNSEL, ONE BIOTECH PARK 365 PLANTATION STREET, SUITE 334, WORCESTER, MA 01605, PH: 508-334-1700, FAX: 508-334-1980, TODD.TORRES@UMASSMEMORIAL.ORG OR HIS/HER DESIGNEE WITHIN SEVEN (7) CALENDAR DAYS AFTER EMPLOYEE SIGNS OR ENTERS INTO THIS AGREEMENT.

EMPLOYEE AGREES THAT ANY MODIFICATIONS, MATERIAL OR OTHERWISE, MADE TO THIS AGREEMENT, DO NOT RESTART OR AFFECT IN ANY MANNER THE ORIGINAL CONSIDERATION PERIOD.

EMPLOYEE FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTERS INTO THIS AGREEMENT INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS EMPLOYEE HAS OR MIGHT HAVE AGAINST RELEASEES.

The Parties knowingly and voluntarily sign this Agreement as of the date(s) set forth below:

MICHELLE LEMIEUX

UMASS MEMORIAL MEDICAL CENTER,  
INC. ("UMMMC") AND UMASS MEMORIAL  
HEALTH CARE, INC. ("UMMHC")

By: Michelle Lemieux

By: 

Print  
Name: Michelle Lemieux

Sergio Melgar  
Executive SVP & Chief Financial Officer

Date: 5/11/2023

Date: 5/12/23



## **SETTLEMENT AGREEMENT AND GENERAL RELEASE**

This Settlement Agreement and General Release (the “Agreement”) is entered into by and between **UMass Memorial Medical Center, Inc. (“UMMMC”)** and **UMass Memorial Health Care, Inc. (“UMMHC”)** (referred to throughout this Agreement as “Employer”) and **Catherine Mysliwiec (“Employee”)**. The term “Party” or “Parties” as used herein shall refer to Employer, Employee, or both, as may be appropriate.

### **1. Recitals.**

This Agreement is made with reference to the following facts:

(a) On or about March 9, 2022, Employee brought an action against Employer, which is pending as *Danielle Pallotta and Cheryl LaFlamme, et al. v. University of Massachusetts Memorial Medical Center and Kronos, Incorporated*, United States District Court, District of Massachusetts Case No.: 4:22-cv-10361-TSH (the “Lawsuit”). In the Lawsuit, Employee asserts, amongst other claims, claims for alleged failure of Employer to accurately pay employees due to the Ultimate Kronos Group (“UKG”), a timekeeping provider, experiencing a cybersecurity incident beginning on or about December 11, 2021, and continuing until the time that Employer regained full access to all UKG products and services and resumed normal employee timekeeping operations; and

(b) The Lawsuit has been settled and as part of that settlement, Employee has agreed to sign a separate, general release agreement contained herein. Employee and Employer have agreed, subject to the provisions in Paragraph 5 below, to resolve any and all claims, known and unknown, asserted and unasserted, which Employee has or may have against Employer and/or Employer’s direct and indirect past, present, and future parent corporation, affiliates, subsidiaries, partners, divisions, predecessors, insurers, reinsurers, professional employment organizations, representatives, successors, and assigns, and their current and former employees, attorneys, officers, owners, members, managers, directors, and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and their administrators and fiduciaries, both individually and in their business capacities (collectively referred to throughout the remainder of this Agreement as “Releasees”) as of the date of execution of this Agreement.

### **2. Consideration/Indemnification for Tax Consequences and Liens.**

(a) In consideration for Employee signing this Agreement, and complying with its terms, Employer agrees to pay the total gross sum of EIGHT THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$8,500) (the “Settlement Payment”), for which an IRS Form 1099-MISC shall be issued to each of Employee.

(b) Employee understands and agrees Employer is providing Employee with no representations regarding tax obligations or consequences that may arise from this Agreement. Employee, for Employee and Employee’s dependents, successors, assigns, heirs, executors, and administrators (and Employee’s legal representatives of every kind), agrees to indemnify and hold the Releasees harmless for the amount of any taxes, penalties, or interest that may be assessed by any governmental tax authority against any of the Releasees in connection with such governmental

authority's determination that Employer or any of the other Releasees was required to, but failed to, withhold or report the correct amount of income or employment taxes from the payments made to Employee or Employee's Counsel pursuant to Paragraph 2(a) of this Agreement. Employee agrees that Employee shall indemnify the Releasees for the full amount of such liability within thirty (30) days after receipt of notice from Employer or any of the other Releasees of the assessment of such taxes, penalties, or interest.

**3. No Consideration Absent Execution of this Agreement.**

Employee understands and agrees that Employee would not receive the monies and/or benefits specified in Paragraph 2(a) above, except for Employee's timely execution of this Agreement and the fulfillment of the promises contained herein.

**4. Disbursal of Settlement Funds/Dismissal of Action.**

(a) The settlement payments described in Paragraph 2(a) will be sent within fifteen (15) business days after the latest of the following have occurred:

- (1) counsel for Employer receives a copy of the Agreement signed by Employee;
- (2) counsel for Employer receives an executed W-9 Form from Employee's Counsel;
- (3) the Effective Date of the settlement agreement in the Lawsuit; and
- (4) the revocation period following the signing of this Agreement has expired.

**5. General Release, Claims Not Released and Related Provisions.**

(a) **General Release of All Claims.** But for the claims excluded in subparagraph (b) below, Employee and Employee's heirs, executors, administrators, successors, and assigns knowingly and voluntarily release and forever discharge Releasees, of and from any and all claims, known and unknown, asserted or unasserted, which Employee has or may have against Releasees as of the date of execution of this Agreement, including, but not limited to, any alleged violation of the following, as amended:

- Title VII of the Civil Rights Act of 1964;
- Sections 1981 through 1988 of Title 42 of the United States Code;
- The Employee Retirement Income Security Act of 1974 ("ERISA");
- The Internal Revenue Code of 1986;
- The Immigration Reform and Control Act;
- The Americans with Disabilities Act of 1990;
- Title IX of the Higher Education Act of 1965;
- The Worker Adjustment and Retraining Notification Act;
- The Fair Credit Reporting Act;
- The Family and Medical Leave Act;
- The Equal Pay Act;



- The Genetic Information Nondiscrimination Act of 2008;
- The Age Discrimination in Employment Act of 1967 (“ADEA”);
- The Uniformed Services Employment and Reemployment Rights Act of 1994 (“USERRA”);
- Executive Order 11246;
- The Rehabilitation Act;
- The Vietnam Era Veterans’ Readjustment Assistance Act (“VEVRAA”);
- Families First Coronavirus Response Act;
- The Massachusetts Law Against Discrimination, G.L. c. 151B, as amended;
- The Massachusetts Equal Rights Act, G.L. c. 93, as amended;
- The Massachusetts Civil Rights Act, G.L. c. 12, as amended;
- The Massachusetts Privacy Statute, G.L. c. 214, § 1B, as amended;
- The Massachusetts Sexual Harassment Statute, G.L. c. 214, § 1C;
- The Massachusetts Wage Payment Statute, G.L. c. 149, §§ 148, 148A, 148B, 149, 150, 150A-150C, 151, 152, 152A, et seq.;
- The Massachusetts Wage and Hour laws, G.L. c. 151§1A et seq.;
- The Massachusetts Workers’ Compensation Act, G.L. c. 152, § 75B;
- The Massachusetts Small Necessities Act, G.L. c. 149, § 52D;
- The Massachusetts Equal Pay Act, G.L. c. 149, § 105A-C;
- The Massachusetts Equal Rights for the Elderly and Disabled, G.L. c. 93, § 103;
- The Massachusetts AIDS Testing statute, G.L. c. 111, §70F;
- The Massachusetts Consumer Protection Act, G.L. c. 93A;
- Massachusetts Employment Leave for Victims and Family Members of Abuse, G.L. c. 149, §52E, as amended;
- The Massachusetts Earned Sick Time Law, M.G.L. c. 149, § 148C;
- The Massachusetts Paid Family and Medical Leave Act, M.G.L. c.175M et seq.
- Massachusetts Parental Leave Act, G.L. c. 149, § 105D;
- Massachusetts Age Discrimination Law, G.L. c. 149 §24 A et seq.;
- any other federal, state or local law, rule, regulation, or ordinance;
- any public policy, contract, tort, or common law; or
- any basis for recovering costs, fees, or other expenses including attorneys’ fees incurred in these matters.

(b) **Claims Not Released.** Employee is not waiving any rights Employee may have to: (i) Employee’s own vested or accrued employee benefits under Employer’s qualified retirement benefit plans as of the Separation Date; (ii) benefits and/or the right to seek benefits under applicable workers’ compensation and/or unemployment compensation statutes; (iii) pursue claims which by law cannot be waived by signing this Agreement; (iv) any claims by Employee related to any medical treatment received from Employer as a patient or customer; or (v) enforce this Agreement.

(c) **Governmental Agencies.** Nothing in this Agreement prohibits, prevents, or otherwise limits Employee from filing a charge or complaint with or participating, testifying, or assisting in any investigation, hearing, or other proceeding before any federal, state, or local

government agency (e.g., EEOC, NLRB, SEC) or in any legislative or judicial proceeding nor does anything in this Agreement preclude, prohibit or otherwise limit, in any way, Employee's rights and abilities to contact, communicate with or report unlawful conduct, or provide documents, to federal, state, or local officials for investigation or participate in any whistleblower program administered by any such agencies. In addition, nothing in this Agreement, including but not limited to the release of claims nor the confidentiality, limits on disclosure (Paragraph 6(a)), affirmations and return of property clauses, prohibits Employee from: (1) reporting possible violations of federal or other law or regulations, including any possible securities laws violations, to any governmental agency or entity, including but not limited to the U.S. Department of Justice, the U.S. Securities and Exchange Commission, the Commodity Futures Trading Commission, the U.S. Congress, or any agency Inspector General; (2) making any other disclosures that are protected under the whistleblower provisions of federal or other law or regulations; or (3) filing a charge or complaint or otherwise fully participating in any governmental whistleblower programs, including but not limited to any such programs managed or administered by the U.S. Securities and Exchange Commission, the Commodity Futures Trading Commission and/or the Occupational Safety and Health Administration. Employee is not required to notify or obtain permission from Employer when filing a governmental whistleblower charge or complaint or engaging or participating in protected whistleblower activity. Moreover, nothing in this Agreement prohibits or prevents Employee from receiving individual monetary awards or other individual relief by virtue of participating in such governmental whistleblower programs.

(d) **Collective/Class Action Waiver and Jury Waiver.** If any claim is not subject to release, to the extent permitted by law, Employee waives any right or ability to be a class or collective action representative or to otherwise participate in any putative or certified class, collective or multi-party action or proceeding based on such a claim in which Employer or any other Releasee identified in this Agreement is a party. Similarly, as to any such claim against any Releasee that is not otherwise released, Employee waives Employee's right to a jury trial subject to applicable law.

## **6. Confidentiality.**

Employee confirms that prior to the execution of this Agreement, Employee has not revealed its terms to any third parties. Employee agrees not to disclose any information regarding the existence or substance of this Agreement, except to Employee's spouse, tax advisor, or an attorney with whom Employee chooses to consult regarding Employee's consideration of this Agreement. Employee agrees that in the event Employee discloses the terms of this Agreement to Employee's spouse, tax advisor, or legal counsel, Employee will instruct Employee's spouse, tax advisor, or legal counsel not to reveal, disseminate by publication of any sort, or release in any manner or means this Agreement (except as may be required by legal process) to any other person or to any member(s) of the public, or to any newspaper, magazine, radio station, television station or any future, current, or former employee, representative, agent, customer, creditor, or competitor of Releasees without the express written consent of Releasees. If inquiries arise concerning this Agreement, Employee may only reply, "The matter has been resolved to everyone's satisfaction; there was no victory on either side," and shall make no other comment, except as required by law. Nothing in this Agreement has the purpose or effect of preventing Employee from making truthful disclosures about alleged unlawful conduct. This confidentiality

restriction shall not be construed to limit Employee's rights under the National Labor Relations Act.

**7. Acknowledgements and Affirmations.**

(a) Employee affirms that Employee has not filed, caused to be filed, or presently is a party to any claim against Employer, except the Lawsuit, which is being dismissed with prejudice. Nothing in this Agreement or these Affirmations is intended to impair Employee's rights under whistleblower laws or cause Employee to disclose Employee's participation in any governmental whistleblower program or any whistleblowing statute(s) or regulation(s) allowing for anonymity

(b) Employee also affirms that Employee has reported all hours worked as of the date Employee signs this Agreement and has been paid and/or has received all compensation, wages, bonuses, commissions, paid sick leave, predictability pay, and/or benefits which are due and payable as of the date Employee signs this Agreement and Employee has been reimbursed for all necessary expenses or losses incurred by Employee within the scope of Employee's employment. Employee further affirms that Employee has submitted expense reports for all necessary expenses or losses incurred by Employee within the scope of Employee's employment. Employee affirms that Employee has been granted any leave to which Employee was entitled under the Family and Medical Leave Act and state and local leave and disability accommodation laws.

(c) Employee further affirms that Employee has no known workplace injuries or occupational diseases. This representation is not a representation that the Employee has no injuries, diseases, or other healthcare issues, but simply that the Employee is not aware that any such potential injuries, diseases, or other healthcare issues are caused by the Employee's employment by the Employer.

(d) Employee also affirms that Employee has not divulged any proprietary or confidential information of Employer and will continue to maintain the confidentiality of such information consistent with Employer's policies and Employee's agreement(s) with Employer and/or common law. Under the federal Defend Trade Secrets Act of 2016, Employee shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made to Employee's attorney in relation to a lawsuit against Employer for retaliation against Employee for reporting a suspected violation of law; or (c) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(e) Employee further affirms that Employee has not reported internally to Employer any allegations of wrongdoing by Employer or its officers, including any allegations of corporate fraud, and Employee has not been retaliated against for reporting or objecting to any such allegations internally to Employer.

(f) Employee affirms that all of Employer's decisions regarding Employee's pay and benefits through the date of Employee's Separation Date were not discriminatory based

on age, disability, race, color, sex, religion, national origin or any other classification protected by law.

(g) Employee and Employer acknowledge Employee's rights to make truthful statements or disclosures required by law, regulation, or legal process and to request or receive confidential legal advice, and nothing in this Agreement shall be deemed to impair those rights.

(h) Employee acknowledges that – to the extent set forth in the General Release of All Claims paragraph above – this Agreement contains a release of any and all claims Employee may have under the Massachusetts Wage Act, and that this Agreement is intended to resolve any and all disputes related to wages, commissions, or other compensation.

#### **8. Medicare Secondary Payer Rules.**

As a term of this Agreement, the parties have fully considered Medicare's interests pursuant to the Medicare Secondary Payer rules. In doing so, Employee affirms that as of the date Employee signs this Agreement, Employee is not Medicare eligible (i.e., is not 65 years of age or older; is not suffering from end stage renal failure; has not received Social Security Disability Insurance benefits for 24 months or longer, etc.). Nonetheless, if the Centers for Medicare & Medicaid Services (CMS) (this term includes any related agency representing Medicare's interests) determines that Medicare has an interest in the payment to Employee under this settlement, Employee agrees to (i) indemnify, defend and hold Releasees harmless from any action by CMS relating to medical expenses of Employee, (ii) reasonably cooperate with Releasees upon request with respect to any information needed to satisfy the reporting requirements under Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007, if applicable, and any claim that the CMS may make and for which Employee is required to indemnify Releasees under this paragraph, and (iii) waive any and all future actions against Releasees for any private cause of action for damages pursuant to 42 U.S.C. § 1395y(b)(3)(A). The amount to be paid by the Employee to Releasees pursuant to this paragraph is limited to reimbursement of such liability but does not include reimbursement for attorney's fees incurred by Releasees.

#### **9. Governing Law and Interpretation.**

This Agreement shall be governed and conformed in accordance with the laws of Massachusetts without regard to its conflict of laws provision. In the event of a breach of any provision of this Agreement, either Party may institute an action specifically to enforce any term or terms of this Agreement and/or to seek any damages for breach. Should any provision of this Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, excluding the general release language, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect. Should a court declare or find the general release in this Agreement to be unenforceable for any reason, Employee agrees to sign a replacement release in a form provided by Employer.

#### **10. Nonadmission of Wrongdoing.**

The Parties agree that neither this Agreement nor the furnishing of the consideration for this Agreement shall be deemed or construed at any time for any purpose as an admission by Releasees of wrongdoing or evidence of any liability or unlawful conduct of any kind.

**11. Amendment.**

This Agreement may not be modified, altered or changed except in writing and signed by both Parties wherein specific reference is made to this Agreement.

**12. Entire Agreement.**

This Agreement sets forth the entire agreement between the Parties hereto, and fully supersedes any prior agreements or understandings between the Parties, except for any arbitration, intellectual property, noncompete, restrictive covenant, non-solicitation, nondisclosure, or confidentiality agreements between Employer and Employee, and the Parties' agreement to settle the Lawsuit, which shall remain in full force and effect according to their terms. Employee acknowledges that Employee has not relied on any representations, promises, or agreements of any kind made to Employee in connection with Employee's decision to accept this Agreement, except for those set forth in this Agreement.

**13. Counterparts and Signatures.**

This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically mailed copy of the Agreement or a signature transmitted by facsimile or electronic mail, or which is made electronically, will have the same effect as the original signature.

**14. Mutual Negotiation.**

This Agreement was the result of negotiations between the Parties and their respective counsel. In the event of vagueness, ambiguity, or uncertainty, this Agreement shall not be construed against the Party preparing it, but shall be construed as if both Parties prepared it jointly.

**15. Third Party Beneficiaries.**

All Releasees are third party beneficiaries of this Agreement for purposes of the protections offered by this Agreement, and they shall be entitled to enforce the provisions of this Agreement applicable to any such Releasee as against Employee or any party acting on Employee's behalf.

**EMPLOYEE IS ADVISED THAT EMPLOYEE HAS UP TO TWENTY-ONE (21) CALENDAR DAYS TO CONSIDER THIS AGREEMENT. EMPLOYEE ALSO IS ADVISED TO CONSULT WITH AN ATTORNEY PRIOR TO EMPLOYEE'S SIGNING OF THIS AGREEMENT AND HAS IN FACT OBTAINED LEGAL REPRESENTATION ABOUT THE DECISION TO ENTER INTO THIS AGREEMENT BY EMPLOYEE'S COUNSEL FINKELSTEIN, BLANKINSHIP, FREI-PEARSON & GARBER, LLP, AND SO DOING, ENTERS INTO THIS AGREEMENT.**

**EMPLOYEE MAY REVOKE THIS AGREEMENT FOR A PERIOD OF SEVEN (7) CALENDAR DAYS FOLLOWING THE DAY ON WHICH EMPLOYEE SIGNS OR ENTERS INTO THIS AGREEMENT AND THE AGREEMENT IS NOT ENFORCEABLE UNTIL THE REVOCATION PERIOD HAS EXPIRED. ANY REVOCATION WITHIN THIS PERIOD MUST BE SUBMITTED, IN WRITING, TO TODD TORRES,**



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EMPLOYEE FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTERS INTO THIS AGREEMENT INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS EMPLOYEE HAS OR MIGHT HAVE AGAINST RELEASEES.

The Parties knowingly and voluntarily sign this Agreement as of the date(s) set forth below:

CATHERINE MYSLIWIEC

UMASS MEMORIAL MEDICAL CENTER,  
INC. ("UMMMC") AND UMASS MEMORIAL  
HEALTH CARE, INC. ("UMMHC")

By: Catherine Mysliwiec

By: Sergio Melgar

Print  
Name: Catherine Mysliwiec

Sergio Melgar  
Executive SVP & Chief Financial Officer

Date: 5/4/2023

Date: 5/12/23

## **SETTLEMENT AGREEMENT AND GENERAL RELEASE**

This Settlement Agreement and General Release (the “Agreement”) is entered into by and between **UMass Memorial Medical Center, Inc. (“UMMMC”)** and **UMass Memorial Health Care, Inc. (“UMMHC”)** (referred to throughout this Agreement as “Employer”) and **Danielle Pallotta (“Employee”)**. The term “Party” or “Parties” as used herein shall refer to Employer, Employee, or both, as may be appropriate.

### **1. Recitals.**

This Agreement is made with reference to the following facts:

(a) On or about March 9, 2022, Employee brought an action against Employer, which is pending as *Danielle Pallotta and Cheryl LaFlamme, et al. v. University of Massachusetts Memorial Medical Center and Kronos, Incorporated*, United States District Court, District of Massachusetts Case No.: 4:22-cv-10361-TSH (the “Lawsuit”). In the Lawsuit, Employee asserts, amongst other claims, claims for alleged failure of Employer to accurately pay employees due to the Ultimate Kronos Group (“UKG”), a timekeeping provider, experiencing a cybersecurity incident beginning on or about December 11, 2021, and continuing until the time that Employer regained full access to all UKG products and services and resumed normal employee timekeeping operations; and

(b) The Lawsuit has been settled and as part of that settlement, Employee has agreed to sign a separate, general release agreement contained herein. Employee and Employer have agreed, subject to the provisions in Paragraph 5 below, to resolve any and all claims, known and unknown, asserted and unasserted, which Employee has or may have against Employer and/or Employer’s direct and indirect past, present, and future parent corporation, affiliates, subsidiaries, partners, divisions, predecessors, insurers, reinsurers, professional employment organizations, representatives, successors, and assigns, and their current and former employees, attorneys, officers, owners, members, managers, directors, and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and their administrators and fiduciaries, both individually and in their business capacities (collectively referred to throughout the remainder of this Agreement as “Releasees”) as of the date of execution of this Agreement.

### **2. Consideration/Indemnification for Tax Consequences and Liens.**

(a) In consideration for Employee signing this Agreement, and complying with its terms, Employer agrees to pay the total gross sum of EIGHT THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$8,500) (the “Settlement Payment”), for which an IRS Form 1099-MISC shall be issued to each of Employee.

(b) Employee understands and agrees Employer is providing Employee with no representations regarding tax obligations or consequences that may arise from this Agreement. Employee, for Employee and Employee’s dependents, successors, assigns, heirs, executors, and administrators (and Employee’s legal representatives of every kind), agrees to indemnify and hold the Releasees harmless for the amount of any taxes, penalties, or interest that may be assessed by any governmental tax authority against any of the Releasees in connection with such governmental



authority's determination that Employer or any of the other Releasees was required to, but failed to, withhold or report the correct amount of income or employment taxes from the payments made to Employee or Employee's Counsel pursuant to Paragraph 2(a) of this Agreement. Employee agrees that Employee shall indemnify the Releasees for the full amount of such liability within thirty (30) days after receipt of notice from Employer or any of the other Releasees of the assessment of such taxes, penalties, or interest.

**3. No Consideration Absent Execution of this Agreement.**

Employee understands and agrees that Employee would not receive the monies and/or benefits specified in Paragraph 2(a) above, except for Employee's timely execution of this Agreement and the fulfillment of the promises contained herein.

**4. Disbursal of Settlement Funds/Dismissal of Action.**

(a) The settlement payments described in Paragraph 2(a) will be sent within fifteen (15) business days after the latest of the following have occurred:

- (1) counsel for Employer receives a copy of the Agreement signed by Employee;
- (2) counsel for Employer receives an executed W-9 Form from Employee's Counsel; and
- (3) the Effective Date of the settlement agreement in the Lawsuit.

**5. General Release, Claims Not Released and Related Provisions.**

(a) **General Release of All Claims.** But for the claims excluded in subparagraph (b) below, Employee and Employee's heirs, executors, administrators, successors, and assigns knowingly and voluntarily release and forever discharge Releasees, of and from any and all claims, known and unknown, asserted or unasserted, which Employee has or may have against Releasees as of the date of execution of this Agreement, including, but not limited to, any alleged violation of the following, as amended:

- Title VII of the Civil Rights Act of 1964;
- Sections 1981 through 1988 of Title 42 of the United States Code;
- The Employee Retirement Income Security Act of 1974 ("ERISA");
- The Internal Revenue Code of 1986;
- The Immigration Reform and Control Act;
- The Americans with Disabilities Act of 1990;
- Title IX of the Higher Education Act of 1965;
- The Worker Adjustment and Retraining Notification Act;
- The Fair Credit Reporting Act;
- The Family and Medical Leave Act;
- The Equal Pay Act;
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- The Uniformed Services Employment and Reemployment Rights Act of 1994 (“USERRA”);
- Executive Order 11246;
- The Rehabilitation Act;
- The Vietnam Era Veterans’ Readjustment Assistance Act (“VEVRAA”);
- Families First Coronavirus Response Act;
- The Massachusetts Law Against Discrimination, G.L. c. 151B, as amended;
- The Massachusetts Equal Rights Act, G.L. c. 93, as amended;
- The Massachusetts Civil Rights Act, G.L. c. 12, as amended;
- The Massachusetts Privacy Statute, G.L. c. 214, § 1B, as amended;
- The Massachusetts Sexual Harassment Statute, G.L. c. 214, § 1C;
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- The Massachusetts Earned Sick Time Law, M.G.L. c. 149, § 148C;
- The Massachusetts Paid Family and Medical Leave Act, M.G.L. c.175M et seq.
- Massachusetts Parental Leave Act, G.L. c. 149, § 105D;
- Massachusetts Age Discrimination Law, G.L. c. 149 §24 A et seq.;
- any other federal, state or local law, rule, regulation, or ordinance;
- any public policy, contract, tort, or common law; or
- any basis for recovering costs, fees, or other expenses including attorneys’ fees incurred in these matters.

(b) **Claims Not Released.** Employee is not waiving any rights Employee may have to: (i) Employee’s own vested or accrued employee benefits under Employer’s qualified retirement benefit plans as of the Separation Date; (ii) benefits and/or the right to seek benefits under applicable workers’ compensation and/or unemployment compensation statutes; (iii) pursue claims which by law cannot be waived by signing this Agreement; (iv) any claims by Employee related to any medical treatment received from Employer as a patient or customer; or (v) enforce this Agreement.

(c) **Governmental Agencies.** Nothing in this Agreement prohibits, prevents, or otherwise limits Employee from filing a charge or complaint with or participating, testifying, or assisting in any investigation, hearing, or other proceeding before any federal, state, or local government agency (e.g., EEOC, NLRB, SEC) or in any legislative or judicial proceeding nor does anything in this Agreement preclude, prohibit or otherwise limit, in any way, Employee’s rights and abilities to contact, communicate with or report unlawful conduct, or provide documents, to

federal, state, or local officials for investigation or participate in any whistleblower program administered by any such agencies. In addition, nothing in this Agreement, including but not limited to the release of claims nor the confidentiality, limits on disclosure (Paragraph 6(a)), affirmations and return of property clauses, prohibits Employee from: (1) reporting possible violations of federal or other law or regulations, including any possible securities laws violations, to any governmental agency or entity, including but not limited to the U.S. Department of Justice, the U.S. Securities and Exchange Commission, the Commodity Futures Trading Commission, the U.S. Congress, or any agency Inspector General; (2) making any other disclosures that are protected under the whistleblower provisions of federal or other law or regulations; or (3) filing a charge or complaint or otherwise fully participating in any governmental whistleblower programs, including but not limited to any such programs managed or administered by the U.S. Securities and Exchange Commission, the Commodity Futures Trading Commission and/or the Occupational Safety and Health Administration. Employee is not required to notify or obtain permission from Employer when filing a governmental whistleblower charge or complaint or engaging or participating in protected whistleblower activity. Moreover, nothing in this Agreement prohibits or prevents Employee from receiving individual monetary awards or other individual relief by virtue of participating in such governmental whistleblower programs.

(d) **Collective/Class Action Waiver and Jury Waiver.** If any claim is not subject to release, to the extent permitted by law, Employee waives any right or ability to be a class or collective action representative or to otherwise participate in any putative or certified class, collective or multi-party action or proceeding based on such a claim in which Employer or any other Releasee identified in this Agreement is a party. Similarly, as to any such claim against any Releasee that is not otherwise released, Employee waives Employee's right to a jury trial subject to applicable law.

**6. Confidentiality.**

**7. Employee confirms that prior to the execution of this Agreement, Employee has not revealed its terms to any third parties. Employee agrees not to disclose any information regarding the existence or substance of this Agreement, except to Employee's spouse, tax advisor, or an attorney with whom Employee chooses to consult regarding Employee's consideration of this Agreement. Employee agrees that in the event Employee discloses the terms of this Agreement to Employee's spouse, tax advisor, or legal counsel, Employee will instruct Employee's spouse, tax advisor, or legal counsel not to reveal, disseminate by publication of any sort, or release in any manner or means this Agreement (except as may be required by legal process) to any other person or to any member(s) of the public, or to any newspaper, magazine, radio station, television station or any future, current, or former employee, representative, agent, customer, creditor, or competitor of Releasees without the express written consent of Releasees. If inquiries arise concerning this Agreement, Employee may only reply, "The matter has been resolved to everyone's satisfaction; there was no victory on either side," and shall make no other comment, except as required by law. Nothing in this Agreement has the purpose or effect of preventing Employee from making truthful disclosures about alleged unlawful conduct. This**

**confidentiality restriction shall not be construed to limit Employee's rights under the National Labor Relations Act.****Acknowledgements and Affirmations.**

(a) Employee affirms that Employee has not filed, caused to be filed, or presently is a party to any claim against Employer, except the Lawsuit, which is being dismissed with prejudice. Nothing in this Agreement or these Affirmations is intended to impair Employee's rights under whistleblower laws or cause Employee to disclose Employee's participation in any governmental whistleblower program or any whistleblowing statute(s) or regulation(s) allowing for anonymity

(b) Employee also affirms that Employee has reported all hours worked as of the date Employee signs this Agreement and has been paid and/or has received all compensation, wages, bonuses, commissions, paid sick leave, predictability pay, and/or benefits which are due and payable as of the date Employee signs this Agreement and Employee has been reimbursed for all necessary expenses or losses incurred by Employee within the scope of Employee's employment. Employee further affirms that Employee has submitted expense reports for all necessary expenses or losses incurred by Employee within the scope of Employee's employment. Employee affirms that Employee has been granted any leave to which Employee was entitled under the Family and Medical Leave Act and state and local leave and disability accommodation laws.

(c) Employee further affirms that Employee has no known workplace injuries or occupational diseases. This representation is not a representation that the Employee has no injuries, diseases, or other healthcare issues, but simply that the Employee is not aware that any such potential injuries, diseases, or other healthcare issues are caused by the Employee's employment by the Employer.

(d) Employee also affirms that Employee has not divulged any proprietary or confidential information of Employer and will continue to maintain the confidentiality of such information consistent with Employer's policies and Employee's agreement(s) with Employer and/or common law. Under the federal Defend Trade Secrets Act of 2016, Employee shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made to Employee's attorney in relation to a lawsuit against Employer for retaliation against Employee for reporting a suspected violation of law; or (c) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(e) Employee further affirms that Employee has not reported internally to Employer any allegations of wrongdoing by Employer or its officers, including any allegations of corporate fraud, and Employee has not been retaliated against for reporting or objecting to any such allegations internally to Employer.

(f) Employee affirms that all of Employer's decisions regarding Employee's pay and benefits through the date of Employee's Separation Date were not discriminatory based on age, disability, race, color, sex, religion, national origin or any other classification protected by law.

(g) Employee and Employer acknowledge Employee's rights to make truthful statements or disclosures required by law, regulation, or legal process and to request or receive confidential legal advice, and nothing in this Agreement shall be deemed to impair those rights.

(h) Employee acknowledges that – to the extent set forth in the General Release of All Claims paragraph above – this Agreement contains a release of any and all claims Employee may have under the Massachusetts Wage Act, and that this Agreement is intended to resolve any and all disputes related to wages, commissions, or other compensation.

#### **8. Medicare Secondary Payer Rules.**

As a term of this Agreement, the parties have fully considered Medicare's interests pursuant to the Medicare Secondary Payer rules. In doing so, Employee affirms that as of the date Employee signs this Agreement, Employee is not Medicare eligible (i.e., is not 65 years of age or older; is not suffering from end stage renal failure; has not received Social Security Disability Insurance benefits for 24 months or longer, etc.). Nonetheless, if the Centers for Medicare & Medicaid Services (CMS) (this term includes any related agency representing Medicare's interests) determines that Medicare has an interest in the payment to Employee under this settlement, Employee agrees to (i) indemnify, defend and hold Releasees harmless from any action by CMS relating to medical expenses of Employee, (ii) reasonably cooperate with Releasees upon request with respect to any information needed to satisfy the reporting requirements under Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007, if applicable, and any claim that the CMS may make and for which Employee is required to indemnify Releasees under this paragraph, and (iii) waive any and all future actions against Releasees for any private cause of action for damages pursuant to 42 U.S.C. § 1395y(b)(3)(A). The amount to be paid by the Employee to Releasees pursuant to this paragraph is limited to reimbursement of such liability but does not include reimbursement for attorney's fees incurred by Releasees.

#### **9. Governing Law and Interpretation.**

This Agreement shall be governed and conformed in accordance with the laws of Massachusetts without regard to its conflict of laws provision. In the event of a breach of any provision of this Agreement, either Party may institute an action specifically to enforce any term or terms of this Agreement and/or to seek any damages for breach. Should any provision of this Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, excluding the general release language, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect. Should a court declare or find the general release in this Agreement to be unenforceable for any reason, Employee agrees to sign a replacement release in a form provided by Employer.

#### **10. Nonadmission of Wrongdoing.**

The Parties agree that neither this Agreement nor the furnishing of the consideration for this Agreement shall be deemed or construed at any time for any purpose as an admission by Releasees of wrongdoing or evidence of any liability or unlawful conduct of any kind.

**11. Amendment.**

This Agreement may not be modified, altered or changed except in writing and signed by both Parties wherein specific reference is made to this Agreement.

**12. Entire Agreement.**

This Agreement sets forth the entire agreement between the Parties hereto, and fully supersedes any prior agreements or understandings between the Parties, except for any arbitration, intellectual property, noncompete, restrictive covenant, non-solicitation, nondisclosure, or confidentiality agreements between Employer and Employee, and the Parties' agreement to settle the Lawsuit, which shall remain in full force and effect according to their terms. Employee acknowledges that Employee has not relied on any representations, promises, or agreements of any kind made to Employee in connection with Employee's decision to accept this Agreement, except for those set forth in this Agreement.

**13. Counterparts and Signatures.**

This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically mailed copy of the Agreement or a signature transmitted by facsimile or electronic mail, or which is made electronically, will have the same effect as the original signature.

**14. Mutual Negotiation.**

This Agreement was the result of negotiations between the Parties and their respective counsel. In the event of vagueness, ambiguity, or uncertainty, this Agreement shall not be construed against the Party preparing it, but shall be construed as if both Parties prepared it jointly.

**15. Third Party Beneficiaries.**

All Releasees are third party beneficiaries of this Agreement for purposes of the protections offered by this Agreement, and they shall be entitled to enforce the provisions of this Agreement applicable to any such Releasee as against Employee or any party acting on Employee's behalf.


**EMPLOYEE IS ADVISED THAT EMPLOYEE HAS A REASONABLE AMOUNT OF TIME TO CONSIDER THIS AGREEMENT. EMPLOYEE ALSO IS ADVISED TO CONSULT WITH AN ATTORNEY PRIOR TO EMPLOYEE'S SIGNING OF THIS AGREEMENT AND HAS IN FACT OBTAINED LEGAL REPRESENTATION ABOUT THE DECISION TO ENTER INTO THIS AGREEMENT BY EMPLOYEE'S COUNSEL FINKELSTEIN, BLANKINSHIP, FREI-PEARSON & GARBER, LLP, AND SO DOING, ENTERS INTO THIS AGREEMENT.**

**EMPLOYEE FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTERS INTO THIS AGREEMENT INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS EMPLOYEE HAS OR MIGHT HAVE AGAINST RELEASEES.**



The Parties knowingly and voluntarily sign this Agreement as of the date(s) set forth below:


**DANIELLE PALLOTTA**

By:    
79D5526FD88A4E1...

Print  
Name: Danielle Pallotta

Date: 5/9/2023

**UMASS MEMORIAL MEDICAL CENTER,  
INC. (“UMMMC”) AND UMASS MEMORIAL  
HEALTH CARE, INC. (“UMMHC”)**

By:    
Sergio Melgar  
Executive SVP & Chief Financial Officer

Date: 5/12/23



## **SETTLEMENT AGREEMENT AND GENERAL RELEASE**

This Settlement Agreement and General Release (the "Agreement") is entered into by and between **UMass Memorial Medical Center, Inc. ("UMMMC")** and **UMass Memorial Health Care, Inc. ("UMMHC")** (referred to throughout this Agreement as "Employer") and **Tania Ward** ("Employee"). The term "Party" or "Parties" as used herein shall refer to Employer, Employee, or both, as may be appropriate.

### **1. Recitals.**

This Agreement is made with reference to the following facts:

(a) On or about March 9, 2022, Employee brought an action against Employer, which is pending as *Danielle Pallotta and Cheryl LaFlamme, et al. v. University of Massachusetts Memorial Medical Center and Kronos, Incorporated*, United States District Court, District of Massachusetts Case No.: 4:22-cv-10361-TSH (the "Lawsuit"). In the Lawsuit, Employee asserts, amongst other claims, claims for alleged failure of Employer to accurately pay employees due to the Ultimate Kronos Group ("UKG"), a timekeeping provider, experiencing a cybersecurity incident beginning on or about December 11, 2021, and continuing until the time that Employer regained full access to all UKG products and services and resumed normal employee timekeeping operations; and

(b) The Lawsuit has been settled and as part of that settlement, Employee has agreed to sign a separate, general release agreement contained herein. Employee and Employer have agreed, subject to the provisions in Paragraph 5 below, to resolve any and all claims, known and unknown, asserted and unasserted, which Employee has or may have against Employer and/or Employer's direct and indirect past, present, and future parent corporation, affiliates, subsidiaries, partners, divisions, predecessors, insurers, reinsurers, professional employment organizations, representatives, successors, and assigns, and their current and former employees, attorneys, officers, owners, members, managers, directors, and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and their administrators and fiduciaries, both individually and in their business capacities (collectively referred to throughout the remainder of this Agreement as "Releasees") as of the date of execution of this Agreement.

### **2. Consideration/Indemnification for Tax Consequences and Liens.**

(a) In consideration for Employee signing this Agreement, and complying with its terms, Employer agrees to pay the total gross sum of EIGHT THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$8,500) (the "Settlement Payment"), for which an IRS Form 1099-MISC shall be issued to each of Employee.

(b) Employee understands and agrees Employer is providing Employee with no representations regarding tax obligations or consequences that may arise from this Agreement. Employee, for Employee and Employee's dependents, successors, assigns, heirs, executors, and administrators (and Employee's legal representatives of every kind), agrees to indemnify and hold the Releasees harmless for the amount of any taxes, penalties, or interest that may be assessed by any governmental tax authority against any of the Releasees in connection with such governmental authority's determination that Employer or any of the other Releasees was required to, but failed to, withhold or report the correct amount of income or employment taxes from the payments made to Employee or Employee's Counsel pursuant to Paragraph 2(a) of this Agreement. Employee agrees that Employee shall indemnify the Releasees for the full amount of such liability within thirty (30) days after receipt of notice from Employer or any of the other Releasees of the assessment of such taxes, penalties, or interest.

### **3. No Consideration Absent Execution of this Agreement.**

Employee understands and agrees that Employee would not receive the monies and/or benefits specified in Paragraph 2(a) above, except for Employee's timely execution of this Agreement and the fulfillment of the promises contained herein.

### **4. Disbursal of Settlement Funds/Dismissal of Action.**

(c) The settlement payments described in Paragraph 2(a) will be sent within fifteen (15) business days after the latest of the following have occurred:



- (1) counsel for Employer receives a copy of the Agreement signed by Employee;
- (2) counsel for Employer receives an executed W-9 Form from Employee's Counsel;
- (3) the Effective Date of the settlement agreement in the Lawsuit; and
- (4) the revocation period following the signing of this Agreement has expired.

**5. General Release, Claims Not Released and Related Provisions.**

(d) **General Release of All Claims.** But for the claims excluded in subparagraph (b) below, Employee and Employee's heirs, executors, administrators, successors, and assigns knowingly and voluntarily release and forever discharge Releasees, of and from any and all claims, known and unknown, asserted or unasserted, which Employee has or may have against Releasees as of the date of execution of this Agreement, including, but not limited to, any alleged violation of the following, as amended:

- ☐
- Title VII of the Civil Rights Act of 1964;
- Sections 1981 through 1988 of Title 42 of the United States Code;
- The Employee Retirement Income Security Act of 1974 ("ERISA");
- The Internal Revenue Code of 1986;
- The Immigration Reform and Control Act;
- The Americans with Disabilities Act of 1990;
- Title IX of the Higher Education Act of 1965;
- The Worker Adjustment and Retraining Notification Act;
- The Fair Credit Reporting Act;
- The Family and Medical Leave Act;
- The Equal Pay Act;
- The Genetic Information Nondiscrimination Act of 2008;
- The Age Discrimination in Employment Act of 1967 ("ADEA");
- The Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA");
- Executive Order 11246;
- The Rehabilitation Act;
- The Vietnam Era Veterans' Readjustment Assistance Act ("VEVRAA");
- Families First Coronavirus Response Act;
- The Massachusetts Law Against Discrimination, G.L. c. 151B, as amended;
- The Massachusetts Equal Rights Act, G.L. c. 93, as amended;
- The Massachusetts Civil Rights Act, G.L. c. 12, as amended;
- The Massachusetts Privacy Statute, G.L. c. 214, § 1B, as amended;
- The Massachusetts Sexual Harassment Statute, G.L. c. 214, § 1C;
- The Massachusetts Wage Payment Statute, G.L. c. 149, §§ 148, 148A, 148B, 149, 150, 150A-150C, 151, 152, 152A, et seq.;
- The Massachusetts Wage and Hour laws, G.L. c. 151§1A et seq.;
- The Massachusetts Workers' Compensation Act, G.L. c. 152, § 75B;
- The Massachusetts Small Necessities Act, G.L. c. 149, § 52D;
- The Massachusetts Equal Pay Act, G.L. c. 149, § 105A-C;
- The Massachusetts Equal Rights for the Elderly and Disabled, G.L. c. 93, § 103;
- The Massachusetts AIDS Testing statute, G.L. c. 111, §70F;
- The Massachusetts Consumer Protection Act, G.L. c. 93A;
- Massachusetts Employment Leave for Victims and Family Members of Abuse, G.L. c. 149, §52E, as amended;
- The Massachusetts Earned Sick Time Law, M.G.L. c. 149, § 148C;
- The Massachusetts Paid Family and Medical Leave Act, M.G.L. c. 175M et seq.
- Massachusetts Parental Leave Act, G.L. c. 149, § 105D;
- Massachusetts Age Discrimination Law, G.L. c. 149 §24 A et seq.;
- any other federal, state or local law, rule, regulation, or ordinance;
- any public policy, contract, tort, or common law; or
- any basis for recovering costs, fees, or other expenses including attorneys' fees incurred in these matters.



under applicable workers' compensation and/or unemployment compensation statutes; (iii) pursue claims which by law cannot be waived by signing this Agreement; (iv) any claims by Employee related to any medical treatment received from Employer as a patient or customer, or (v) enforce this Agreement.

(f) **Governmental Agencies.** Nothing in this Agreement prohibits, prevents, or otherwise limits Employee from filing a charge or complaint with or participating, testifying, or assisting in any investigation, hearing, or other proceeding before any federal, state, or local government agency (e.g., EEOC, NLRB, SEC) or in any legislative or judicial proceeding nor does anything in this Agreement preclude, prohibit or otherwise limit, in any way, Employee's rights and abilities to contact, communicate with or report unlawful conduct, or provide documents, to federal, state, or local officials for investigation or participate in any whistleblower program administered by any such agencies. In addition, nothing in this Agreement, including but not limited to the release of claims nor the confidentiality, limits on disclosure (Paragraph 6(a)), affirmations and return of property clauses, prohibits Employee from: (1) reporting possible violations of federal or other law or regulations, including any possible securities laws violations, to any governmental agency or entity, including but not limited to the U.S. Department of Justice, the U.S. Securities and Exchange Commission, the Commodity Futures Trading Commission, the U.S. Congress, or any agency Inspector General; (2) making any other disclosures that are protected under the whistleblower provisions of federal or other law or regulations; or (3) filing a charge or complaint or otherwise fully participating in any governmental whistleblower programs, including but not limited to any such programs managed or administered by the U.S. Securities and Exchange Commission, the Commodity Futures Trading Commission and/or the Occupational Safety and Health Administration. Employee is not required to notify or obtain permission from Employer when filing a governmental whistleblower charge or complaint or engaging or participating in protected whistleblower activity. Moreover, nothing in this Agreement prohibits or prevents Employee from receiving individual monetary awards or other individual relief by virtue of participating in such governmental whistleblower programs.

(g) **Collective/Class Action Waiver and Jury Waiver.** If any claim is not subject to release, to the extent permitted by law, Employee waives any right or ability to be a class or collective action representative or to otherwise participate in any putative or certified class, collective or multi-party action or proceeding based on such a claim in which Employer or any other Releasee identified in this Agreement is a party. Similarly, as to any such claim against any Releasee that is not otherwise released, Employee waives Employee's right to a jury trial subject to applicable law.

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Employee confirms that prior to the execution of this Agreement, Employee has not revealed its terms to any third parties. Employee agrees not to disclose any information regarding the existence or substance of this Agreement, except to Employee's spouse, tax advisor, or an attorney with whom Employee chooses to consult regarding Employee's consideration of this Agreement. Employee agrees that in the event Employee discloses the terms of this Agreement to Employee's spouse, tax advisor, or legal counsel, Employee will instruct Employee's spouse, tax advisor, or legal counsel not to reveal, disseminate by publication of any sort, or release in any manner or means this Agreement (except as may be required by legal process) to any other person or to any member(s) of the public, or to any newspaper, magazine, radio station, television station or any future, current, or former employee, representative, agent, customer, creditor, or competitor of Releasees without the express written consent of Releasees. If inquiries arise concerning this Agreement, Employee may only reply, "The matter has been resolved to everyone's satisfaction; there was no victory on either side," and shall make no other comment, except as required by law. Nothing in this Agreement has the purpose or effect of preventing Employee from making truthful disclosures about alleged unlawful conduct. This confidentiality restriction shall not be construed to limit Employee's rights under the National Labor Relations Act.

#### **7. Acknowledgements and Affirmations.**

(h) Employee affirms that Employee has not filed, caused to be filed, or presently is a party to any claim against Employer, except the Lawsuit, which is being dismissed with prejudice. Nothing in this Agreement or these Affirmations is intended to impair Employee's rights under whistleblower laws or cause Employee to disclose Employee's participation in any



governmental whistleblower program or any whistleblowing statute(s) or regulation(s) allowing for anonymity

(i) Employee also affirms that Employee has reported all hours worked as of the date Employee signs this Agreement and has been paid and/or has received all compensation, wages, bonuses, commissions, paid sick leave, predictability pay, and/or benefits which are due and payable as of the date Employee signs this Agreement and Employee has been reimbursed for all necessary expenses or losses incurred by Employee within the scope of Employee's employment. Employee further affirms that Employee has submitted expense reports for all necessary expenses or losses incurred by Employee within the scope of Employee's employment.

Employee affirms that Employee has been granted any leave to which Employee was entitled under the Family and Medical Leave Act and state and local leave and disability accommodation laws.

(j) Employee further affirms that Employee has no known workplace injuries or occupational diseases. This representation is not a representation that the Employee has no injuries, diseases, or other healthcare issues, but simply that the Employee is not aware that any such potential injuries, diseases, or other healthcare issues are caused by the Employee's employment by the Employer.

(k) Employee also affirms that Employee has not divulged any proprietary or confidential information of Employer and will continue to maintain the confidentiality of such information consistent with Employer's policies and Employee's agreement(s) with Employer and/or common law. Under the federal Defend Trade Secrets Act of 2016, Employee shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made to Employee's attorney in relation to a lawsuit against Employer for retaliation against Employee for reporting a suspected violation of law; or (c) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(l) Employee further affirms that Employee has not reported internally to Employer any allegations of wrongdoing by Employer or its officers, including any allegations of corporate fraud, and Employee has not been retaliated against for reporting or objecting to any such allegations internally to Employer.

(m) Employee affirms that all of Employer's decisions regarding Employee's pay and benefits through the date of Employee's Separation Date were not discriminatory based on age, disability, race, color, sex, religion, national origin or any other classification protected by law.

(n) Employee and Employer acknowledge Employee's rights to make truthful statements or disclosures required by law, regulation, or legal process and to request or receive confidential legal advice, and nothing in this Agreement shall be deemed to impair those rights.

(o) Employee acknowledges that – to the extent set forth in the General Release of All Claims paragraph above – this Agreement contains a release of any and all claims Employee may have under the Massachusetts Wage Act, and that this Agreement is intended to resolve any and all disputes related to wages, commissions, or other compensation.

#### **8. Medicare Secondary Payer Rules.**

As a term of this Agreement, the parties have fully considered Medicare's interests pursuant to the Medicare Secondary Payer rules. In doing so, Employee affirms that as of the date Employee signs this Agreement, Employee is not Medicare eligible (i.e., is not 65 years of age or older, is not suffering from end stage renal failure, has not received Social Security Disability Insurance benefits for 24 months or longer, etc.). Nonetheless, if the Centers for Medicare & Medicaid Services (CMS) (this term includes any related agency representing Medicare's interests) determines that Medicare has an interest in the payment to Employee under this settlement, Employee agrees to (i) indemnify, defend and hold Releasees harmless from any action by CMS relating to medical expenses of Employee, (ii) reasonably cooperate with Releasees upon request with respect to any information needed to satisfy the reporting requirements under Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007, if applicable, and any claim that the CMS may make and for which Employee is required to indemnify Releasees under this paragraph, and (iii) waive any and all future actions against Releasees for any private cause of action for damages pursuant to 42 U.S.C. § 1395y(b)(3)(A).

The amount to be paid by the Employee to Releasees pursuant to this paragraph is limited to reimbursement of such liability but does not include reimbursement for attorney's fees incurred by Releasees.



(c) Claims Not Released. Employee is not waiving any rights Employee may have to: (i) Employee's own vested or accrued employee benefits under Employer's qualified retirement benefit plans as of the Separation Date; (ii) benefits and/or the right to seek benefits



**9. Governing Law and Interpretation.**

This Agreement shall be governed and conformed in accordance with the laws of Massachusetts without regard to its conflict of laws provision. In the event of a breach of any provision of this Agreement, either Party may institute an action specifically to enforce any term or terms of this Agreement and/or to seek any damages for breach. Should any provision of this Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, excluding the general release language, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect. Should a court declare or find the general release in this Agreement to be unenforceable for any reason, Employee agrees to sign a replacement release in a form provided by Employer.

**10. Nonadmission of Wrongdoing.**

The Parties agree that neither this Agreement nor the furnishing of the consideration for this Agreement shall be deemed or construed at any time for any purpose as an admission by Releasees of wrongdoing or evidence of any liability or unlawful conduct of any kind.

**11. Amendment.**

This Agreement may not be modified, altered or changed except in writing and signed by both Parties wherein specific reference is made to this Agreement.

**12. Entire Agreement.**

This Agreement sets forth the entire agreement between the Parties hereto, and fully supersedes any prior agreements or understandings between the Parties, except for any arbitration, intellectual property, noncompete, restrictive covenant, non-solicitation, nondisclosure, or confidentiality agreements between Employer and Employee, and the Parties' agreement to settle the Lawsuit, which shall remain in full force and effect according to their terms. Employee acknowledges that Employee has not relied on any representations, promises, or agreements of any kind made to Employee in connection with Employee's decision to accept this Agreement, except for those set forth in this Agreement.

**13. Counterparts and Signatures.**

This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically mailed copy of the Agreement or a signature transmitted by facsimile or electronic mail, or which is made electronically, will have the same effect as the original signature.

**14. Mutual Negotiation.**

This Agreement was the result of negotiations between the Parties and their respective counsel. In the event of vagueness, ambiguity, or uncertainty, this Agreement shall not be construed against the Party preparing it, but shall be construed as if both Parties prepared it jointly.

**15. Third Party Beneficiaries.**

All Releasees are third party beneficiaries of this Agreement for purposes of the protections offered by this Agreement, and they shall be entitled to enforce the provisions of this Agreement applicable to any such Releasee as against Employee or any party acting on Employee's behalf.

**EMPLOYEE IS ADVISED THAT EMPLOYEE HAS UP TO TWENTY-ONE (21) CALENDAR DAYS TO CONSIDER THIS AGREEMENT. EMPLOYEE ALSO IS ADVISED TO CONSULT WITH AN ATTORNEY PRIOR TO EMPLOYEE'S SIGNING OF THIS AGREEMENT AND HAS IN FACT OBTAINED LEGAL REPRESENTATION ABOUT THE DECISION TO ENTER INTO THIS AGREEMENT BY EMPLOYEE'S COUNSEL FINKELSTEIN, BLANKINSHIP, FREI-PEARSON & GARBER, LLP, AND SO DOING, ENTERS INTO THIS AGREEMENT.**

**EMPLOYEE MAY REVOKE THIS AGREEMENT FOR A PERIOD OF SEVEN (7) CALENDAR DAYS FOLLOWING THE DAY ON WHICH EMPLOYEE SIGNS OR ENTERS INTO THIS AGREEMENT AND THE AGREEMENT IS NOT ENFORCEABLE UNTIL THE REVOCATION PERIOD HAS EXPIRED. ANY REVOCATION WITHIN THIS PERIOD MUST BE SUBMITTED, IN WRITING, TO TODD TORRES, ASSOCIATE GENERAL COUNSEL, ONE BIOTECH PARK 365**



PLANTATION STREET, SUITE 334, WORCESTER, MA 01605, PH: 508-334-1700, FAX: 508-334-1980, TODD.TORRES@UMASSMEMORIAL.ORG AND STATE, "I HEREBY REVOKE MY ACCEPTANCE OF OUR AGREEMENT AND GENERAL RELEASE." THE REVOCATION MUST BE RECEIVED BY TODD TORRES, ASSOCIATE GENERAL COUNSEL, ONE BIOTECH PARK 365 PLANTATION STREET, SUITE 334, WORCESTER, MA 01605, PH: 508-334-1700, FAX: 508-334-1980, TODD.TORRES@UMASSMEMORIAL.ORG OR HIS/HER DESIGNEE WITHIN SEVEN (7) CALENDAR DAYS AFTER EMPLOYEE SIGNS OR ENTERS INTO THIS AGREEMENT.

EMPLOYEE AGREES THAT ANY MODIFICATIONS, MATERIAL OR OTHERWISE, MADE TO THIS AGREEMENT, DO NOT RESTART OR AFFECT IN ANY MANNER THE ORIGINAL CONSIDERATION PERIOD.


EMPLOYEE FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTERS INTO THIS AGREEMENT INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS EMPLOYEE HAS OR MIGHT HAVE AGAINST RELEASEES.

The Parties knowingly and voluntarily sign this Agreement as of the date(s) set forth below:

TANIA WARD

UMASS MEMORIAL MEDICAL CENTER,  
INC. ("UMMMC") AND UMASS MEMORIAL  
HEALTH CARE, INC. ("UMMHC")

By: Tania Ward

By:   
Sergio Melgar  
Executive SVP & Chief Financial Officer

Print Name: Tania Ward

Date: 5/4/23

Date: 5/12/23



UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS

DANIELLE PALLOTTA and CHERYL LAFLAMME,	)	
on behalf of themselves and all others similarly situated,	)	
<i>Plaintiffs,</i>	)	
	)	
v.	)	1:22-CV-10361
	)	
UNIVERSITY OF MASSACHUSETTS MEMORIAL	)	
MEDICAL CENTER and KRONOS INCORPORATED,	)	
<i>Defendants.</i>	)	

**AFFIDAVIT OF KATHY JO COOK IN SUPPORT OF APPLICATION FOR  
APPOINTMENT AS CO-LEAD CLASS COUNSEL**

I, Kathy Jo Cook, state the following under oath:

1. I have been a member in good standing of the Massachusetts bar since 1995 during which time my practice has concentrated exclusively on civil litigation, both trial and appeal.
2. I am a Senior Partner and one of the founders of Sheff & Cook, LLC. Prior to founding Sheff & Cook, I was the Managing Member of KJC Law Firm since 2010. Prior to founding my own firms, I practiced at Keches & Mallen (now Keches Law Group).
3. I attended law school at Suffolk University Law School and graduated with honors in 1995. There, I participated in national trial competitions, including the American Association of Justice Competition (formerly ATLA), a competition which at the time had more than 150 teams across the country. My partner and I won the Regional Championship, and we went on to win the National Championship. Although Suffolk University Law School has a successful trial competition program, it has never won another national trial competition.
4. In addition to being admitted to practice in the Supreme Judicial Court, the United

States District Court for the District of Massachusetts and the United States Court of Appeals for the First Circuit, I have been admitted *pro hac vice* in a number of other states, including the United States Court for the Eastern District of Pennsylvania, the United States District Court for the District of Oregon, and the United States District Court for the Southern District of New York.

5. I was on the Steering Committee for In Re: Columbia Gas, Essex Superior Court, Civil Action 1877CV01343G, a case that resulted in a more than \$150 million settlement.

6. I was co-counsel in Resendes v. Boston Edison Co., 2000 WL 421004 (2000), the first cases to hold that G.L. c. 93A and 176D would be violated by an insurance company's meritless appeal of a verdict against its insured. I was also co-counsel in Tallent v. Liberty Mutual, 2005 WL 1239284 (2005), a G.L. c. 93A case where the court awarded more than \$4 million in damages. I have represented numerous clients in G.L. c. 93A claims, pre-suit, in litigation, and through trial, and I continue to do so to the present time.

7. I was lead counsel in Law v. Griffith, 457 Mass. 349 (2010), the case that set the evidentiary standard for admission of medical expenses in injury cases.

8. I was lead counsel in Charron v. Amaral, 451 Mass. 767 (2008), a case that was reported to the Supreme Judicial Court to determine the right of a same-sex spouse to pursue an action for loss of consortium of her injured spouse, where they were not married when the personal injury cause of action accrued, and where the change to the common-law meaning of civil marriage effected by Goodridge v. Department of Pub. Health, 440 Mass. 309 (2003), applied prospectively.

9. I was co-counsel in John and Jane Does 1-3 v. Commonwealth of Massachusetts, Suffolk Superior Court Civil Action No. 1584CV01370, which was first brought as a discovery lawsuit and thereafter a claim for damages arising from allegations of sexual abuse and rape by a student teacher at Bridgewater State University.

10. I am presently counsel in Stephen Parrish et al. v. W/S Development Associates, LLC et al., Middlesex Superior Court Civil Action No: 2281CV4058, Matthew Timberger v. Apple, Inc. et al., Middlesex Superior Court Civil Action No: 2281CV4060, and Jaime Czarnecki, As Administratrix of the Estate of Kevin Bradley v. Apple, Inc., et al., Middlesex Superior Court Civil Action No: 2381CV01226, all of which arise out of the crash into the Apple Store at the Derby Street Mall, which killed one man injured more than 20 others.

11. I am presently counsel in Kelly Czepiel, as Executrix and Christopher Christensen, as Executor, of the Estate of Judith Christensen v. A.T. Knight Fuel, d/b/a Knight Fuel, Worcester Superior Court Civil Action No: 2385CV00491, a case which arises out of a recent explosion in Berlin, Massachusetts that leveled a house and killed a resident.

12. I am currently the President of the Massachusetts Chapter of the American Board of Trial Advocates, an organization which is open only to those with significant trial experience.

13. I have been AV rated by the Martindale-Hubbell Law Directory since 2006.

14. I have authored and co-authored amicus briefs filed in the Supreme Judicial Court in matters of civil litigation.

15. I have lectured on law practice management, substantive legal issues and litigation at area law schools, professional conferences, including Massachusetts Continuing Legal Education, 2008-2023; Suffolk University Law School 2009-2013; Women's Bar Association, 2008 and 2009; Leading Women Central MA, 2008; Massachusetts Conference for Women, 2008; Boston Bar Association, 2008; and Massachusetts Bar Association, 2007.

16. I have been featured in a number of publications, including the National Law Journal and Massachusetts Lawyers Weekly, and I have been profiled in the Suffolk University Alumni Journal.

17. In 1999, I was named by Massachusetts Lawyers Weekly as one of the top five "up and coming" attorneys in Massachusetts, and in 2007, I became the third lawyer ever to be inducted into the Lawyers Weekly "Hall of Fame." In 2016, I was named by that same publication as one of the "Top Women of the Law," and in 2021, I was named to the "Circle of Excellence."

18. I was named as one of the Top 50 Women Lawyers in Massachusetts by Law & Politics Magazine (Best of Boston) in 2008, Top Women Lawyers in 2012, and, as a "Super Lawyer" by that same publication every year since 2008.

19. I have also been active in bar association work and other efforts to promote fairness, justice, and equality in the trial bar as well as society at large. I was President of the Women's Bar Association in 2008-2009, served on its Board of Directors from 2005-2012 and continue to serve on its Emeritus Board.

20. I was President of the Massachusetts Academy of Trial Attorneys in 2019-2020 and have served on its Executive Management Board since 2010, and its Board of Governors, since 2008.

21. I have served on multiple committees and boards of the Massachusetts Bar Association, including the Judicial Administration Section Council, 2021-present and as Chair of the same section council, 2006-2008. I was Co-Chair of the Plain English Jury Instruction Project, 2009-2013; Vice-Chair of the Juror Communications Task Force, 2006; member of the Standing Court Management Advisory Committee and Strategic Planning Committee, 2008-2009; and member of the Massachusetts Bar Association House of Delegates, 2006-2008.

22. I served on the Civil Right to Counsel Task Force, 2008-2011, the Civil Rights and Civil Liberties Section Council, 2008-2011, and the Diversity and Inclusion Section Council, 2008-2011, of the Boston Bar Association. I served as Co-Chair of the Legislative Policy

Committee, 2011-2016, and I served on the Executive Management Board of the Massachusetts Employment Lawyers Association, during that same period of time. I am also a member of the American Association for Justice (formerly the Association of Trial Lawyers of America).

23. I have no conflicts with the class. I further affirm that I will provide advice and duty to the class and carry out my fiduciary obligations, all in accordance with the requirements of Rule 23.

**I declare under the penalty of perjury under the Laws of the Commonwealth of Massachusetts that the foregoing is true and correct on May 12, 2023.**

/s/ Kathy Jo Cook  
Kathy Jo Cook (BBO #631389)  
Sheff & Cook, LLC  
10 Tremont Street, 7<sup>th</sup> Floor  
Boston, Massachusetts 02108  
Phone: (617) 720-8447



UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS

DANIELLE PALLOTTA and CHERYL LAFLAMME,	)	
on behalf of themselves and all others similarly situated,	)	
<i>Plaintiffs,</i>	)	
	)	
v.	)	1:22-CV-10361
	)	
UNIVERSITY OF MASSACHUSETTS MEMORIAL	)	
MEDICAL CENTER and KRONOS INCORPORATED,	)	
<i>Defendants.</i>	)	

**AFFIDAVIT OF PHILIP J. GORDON IN SUPPORT OF APPLICATION FOR  
APPOINTMENT AS CO-LEAD CLASS COUNSEL**

I, Philip J. Gordon, hereby depose and state under oath as follows:

1. I am an attorney licensed to practice law in the Commonwealth of Massachusetts. I am the Managing Partner of Gordon Law Group, LLP and was admitted to practice law in Massachusetts in 1995. I am also admitted in New York and practice their regularly.
2. Prior to founding Gordon Law Group, LLP in 2003, I served as General Counsel of GenuOne, Inc., and prior to that as an Associate at Hale and Dorr, LLP (now WilmerHale).
3. I graduated from Bowdoin College in 1992, where I was on the Dean's List, and then as an honors student from Suffolk University School of Law in 1995, where I served as Technical Editor of the Suffolk University Law Review.
4. After law school, I served as a judicial law clerk to Justice Charles Fried of the Supreme Judicial Court of Massachusetts.
5. For the past twenty years, I, and all of the attorneys at Gordon Law Group, have focused our work almost exclusively on representing employees in cases at all levels of the state

and federal judicial system – often on a class action basis – primarily under the anti-discrimination, whistleblower and wage statutes.

6. During the course of my career, I have served as lead counsel in some of the most significant individual and class employment cases in Massachusetts some of which appear with my bio at our firm’s website: [www.gordonllp.com](http://www.gordonllp.com). Most recently:

*Smith v. Tresca Bros. Sand & Gravel*, 2022 Mass. Super. LEXIS 79 (September 26, 2022), a class action prevailing wage matter on behalf of over 40 truck drivers in which after a lengthy trial on liability, the Superior Court adopted burden shifting analysis in light of Defendants’ failure to maintain accurate records. Damages trial scheduled for November 2023.

*Lopes v. Brockton*, December 8, 2020, a groundbreaking class action discrimination matter, concerning discriminatory hiring practices in the City of Brockton, that included a \$4.05 million jury verdict for Russell Lopes (2018 Mass. Super. LEXIS 42 (March 3, 2018)). In December 2020, Judge Daniel O’Shea called the settlement of the class action on behalf of over 50 minority applicants “an amazing piece of work,” and praised the “extraordinary skill displayed in this litigation.”

*Waters v Day & Zimmerman*, 23 F.th 84 (1<sup>st</sup> Cir. 2022), *cert. denied*, 142 S. Ct. 2777 (2022), a collective wage and hour action in which the First Circuit held that the federal court can exercise personal jurisdiction over claims outside of Massachusetts added after a defendant has been served, causing a split in the circuits and a rethinking of the territorial restrictions of FRCP 4(k).

*Dahua Technology USA, Inc. v. Feng Zhang*, 988 F.3d 531 (1st. Cir. 2021), an \$11 million breach of contract case in which we secured reversal of the District Court’s grant of summary judgment to defendant before the First Circuit Court of Appeals. After remand, following bench trial, the Court found for our client and has ordered further proceedings in connection with damages. 2022 U.S. Dist. LEXIS 192264 (October 21, 2022).

*DeThomas v. Cumberland Farms, Inc.*, November 23, 2021 (Middlesex Superior, 1681-cv-03554), a breach of contract action on behalf of Dino DeThomas, the former Chief Real Estate Officer of Cumberland Farms, who faced substantial breach of fiduciary duty counterclaims of over \$1 million. We used the “at-issue” doctrine to pierce defendant’s attorney-client privilege and conducted discovery which led to defeating the counterclaims. *See* 2018 Mass. Super. LEXIS 2 (January 24, 2018). The jury returned a complete verdict for Mr. DeThomas, and the Court entered judgment for over \$650,000 in damages against Cumberland Farms. Judge Christopher Barry-Smith remarked that it was an “exceptionally

well-lawyered trial.”

*Fournier v. Massachusetts*, 2021 U.S. App. LEXIS 27676 (1st. Cir. 2021), a whistleblower retaliation case in which we secured reversal of the District Court’s grant of summary judgment to defendant before the First Circuit Court of Appeals.

7. While we are regularly involved in class action cases at all stages, I and my firm serve or have served as Lead or Co-Lead Class Counsel in numerous class and collective actions litigated through final judgment: *Rice et al v. Diversified Specialty Pharmacy, LLC et al*, Civil Action No. 2014-04838-H, (Mass. Super. Ct.) (judgment entered November 23, 2022); *Lopes et al v. City of Brockton*, Civil Action No. 1383CV01350 (Mass. Super. Ct.) (judgment entered December 8, 2020); *Somers et al. v. Installations, Inc. d/b/a GoConfigure*, Civil Action No. 1681CV02530, (Mass. Super. Ct.) (judgment entered November 18, 2020); *Demego v. Nisonson*, Civil Action No.: 1484CV01905-BLS2, (Mass. Super. Ct.) (judgment entered April 24, 2018); *Champney et al. v. International House of Pancakes, LLC, et al.*, Civil Action No. 15-0331 (Mass. Super. Ct.) (judgment entered May 31, 2017, J. Callan); *Firicano v. Ryder Truck Rental, Inc.*, Civil Action No. 2014-1971-D (Mass. Super. Ct.) (judgment entered June 10, 2016; J. Wilkins); *Kuehl et al v. D&R General Contracting, Inc. et al*, Civil Action No. 2009-0602-A, (Mass. Super. Ct.)(judgment entered November 12, 2013); *Rascon et al v. FedEx Ground Package System, Inc. et al*, Civil Action No. 2008cv7626 (United States District Court, District of Colorado) (judgment entered August 5, 2013); *Bassett, et. al. v. Responsive Trucking*, Civil Action No. 10-778 (Mass. Super. Ct.) (judgment entered 2013); *Pelletier v. J&L Cable TV Services, Inc., Joseph DaSilva, and Linda DaSilva*, Civil Action No. 1:09-12057 (D.Mass.) (judgment entered 2011); *Winnell v. Couto, et. al.*, Civil Action No. 09-1507-BLS2 (Mass.Sup.Ct., Bus. Lit. Session) (judgment entered 2010); *Salvas v. Wal-Mart Stores, Inc.*, Civil Action No. 01-03645 (Mass.Sup.Ct.) (judgment entered 2010); *McCandless v. Staples, Inc.*,

Civil Action No. 07-CV-11850 (D.Mass.) (judgment entered 2010); *Carter v. Newton Hospitality, Inc., et. al.*, Civil Action No. 07-3383 (Mass.Sup.Ct.) (judgment entered 2009); *Macone v. Pongratz Enterprises*, Civil Action No. 07-11360 (D.Mass.) (judgment entered 2008).

8. I have authored and co-authored amicus briefs to the Supreme Judicial Court on employment matters, and I have testified many times before the Joint Labor and Workforce Development Committee of the Massachusetts House and Senate concerning employment legislation.

9. I am a frequent lecturer and panelist on employment law issues to the MCLE, Boston Bar Association, National Consumer Law Center, Massachusetts Bar Association and many others; and I have authored and contributed to numerous articles and books on the subject.

10. I have served as President of the Massachusetts Employment Lawyers Association (MELA), a group of more than 150 attorneys who concentrate their practices in representing employees in disputes with their employers and former employers. MELA is the Massachusetts affiliate of the National Employment Lawyers Association, the largest organization of plaintiffs' employment lawyers in the nation.

11. I have been well-recognized for my work by Super Lawyers (every year since 2002, and five times as a "Top 100" Lawyer in New England and/or Massachusetts), by Best Lawyers (every year since 2016, in the areas of "Employment Law – Individuals" and "Litigation – Labor and Employment"), by Boston Magazine (as a "Top Lawyer" in Boston since the list's inception), and numerous others; and I am often called upon to comment on employment law matters in newspapers and on television.

12. I have no conflicts with the class. I further affirm that I will provide advice and duty to the class and carry out my fiduciary obligations, all in accordance with the requirements

of Rule 23.

**I declare under the penalty of perjury under the Laws of the Commonwealth of Massachusetts that the foregoing is true and correct on May 12, 2023.**

/s/ Philip J. Gordon  
Philip J. Gordon (BBO #630989)  
GORDON LAW GROUP LLP  
585 Boylston Street  
Boston, Massachusetts 02116  
Phone: (617) 536-1800



**UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS**

DANIELLE PALLOTTA and CHERYL  
LAFLAMME, on behalf of themselves and  
all others similarly situated,

Plaintiffs,

v.

UNIVERSITY OF MASSACHUSETTS  
MEMORIAL MEDICAL CENTER,  
KRONOS INCORPORATED, and UKG  
INC.,

Defendants.

Civil Action No. 4:22-cv-10361-ADB

**[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF  
CLASS ACTION AND COLLECTIVE ACTION SETTLEMENT**

WHEREAS, Plaintiffs Danielle Pallotta, Cheryl LaFlamme, Sandra Bravo, Melissa Lavin, Michelle Lemieux, Catherine Mysliewic, and Tania Ward (collectively, “Plaintiffs”), individually and on behalf of others allegedly similarly situated, and Defendant UMass Memorial Medical Center Inc., UMass Memorial Health Care, Inc., and Ultimate Kronos Group (collectively the “Defendants”) (together with Plaintiffs “the Parties”), have moved for preliminary approval of a proposed class action and collective action settlement.

WHEREAS, this Court has reviewed and considered the Parties’ Settlement and Release Agreement (the “Agreement”), together with the exhibits thereto, as well as Plaintiffs’ Unopposed Motion for Preliminary Approval and supporting documents, and after hearing arguments of counsel for the Parties; and

WHEREAS, this Court preliminary finds, for the purposes of settlement only, that the above-captioned action (the “Action”) meets all the prerequisites of Rule 23(b)(2) of the Federal

Rules of Civil Procedure, that the Class Representative Plaintiffs (as defined herein) are adequate representatives of the FLSA Collective and the Massachusetts Wage Act Class (as defined herein), all as specified in this Order Granting Provisional Certification of the FLSA Collective and the Massachusetts Wage Act Class and Preliminary Approval of the Settlement Agreement (“Preliminary Approval Order”).

NOW, THEREFORE, based upon the files, records, and proceedings herein, and it appearing to the Court that a hearing should be held on notice to the FLSA Collective and Massachusetts Wage Act Class of the proposed settlement to determine finally if the terms of the settlement are fair, reasonable, and adequate;

**IT IS HEREBY ORDERED THAT:**

1. All terms and definitions used herein have the same meaning as set forth in the Agreement.
2. The proposed settlement set forth in the Agreement is hereby preliminarily approved as being within the range or reasonableness such that notice thereof should be published to the FLSA Collective (as defined herein) and the Massachusetts Wage Act Class (as defined herein).
3. The Court conditionally and preliminary certifies for settlement purposes only the FLSA Collective. “FLSA Collective” means all hourly employees of UMass Memorial Medical Center, Inc. and/or UMass Memorial Health Care, Inc. who, according to Defendants’ records, did not receive timely payment of wages as a result of the Data Breach and who consent to join this settlement by completing and returning a valid and timely FLSA Consent Form.
4. The Court conditionally and preliminary certifies for settlement purposes only the Massachusetts Wage Act Class. “Massachusetts Wage Act Class” means all hourly employees of

UMass Memorial Medical Center, Inc. and/or UMass Memorial Health Care, Inc. who, according to Defendants' records, did not receive timely payment of wages as a result of the Data Breach.

5. Danielle Pallotta, Cheryl LaFlamme, Sandra Bravo, Melissa Lavin, Michelle Lemieux, Catherine Mysliewic, and Tania Ward are hereby found to be adequate and are therefore appointed as representatives of the FLSA Collective and the Massachusetts Wage Act Class (the "Class Representative Plaintiffs").

6. Finkelstein, Blankinship, Frei-Pearson & Garber, LLP, Sheff & Cook, LLC, and Gordon Law Group, LLP are hereby found to be adequate and are therefore appointed as class counsel ("Class Counsel").

7. If the Court does not enter the Judgment and Approval Order, this certification order, including the above description of the FLSA Collective and Massachusetts Wage Act Class and appointment of Class Representative Plaintiffs and Class Counsel, shall be vacated, and this Action shall proceed as though the certification and appointments never occurred.

8. Pending final determination of whether the settlement should be approved, neither the Class Representative Plaintiffs nor any member of the FLSA Collective or Massachusetts Wage Act Class, whether directly, indirectly individually, representatively, or in any other capacity, shall commence or prosecute any action or proceeding of any nature whatsoever asserting any of the claims herein against Defendants.

9. The Court approves CAC Services Group, LLC, as the Claims Administrator. The Court approves the Notice Packet attached as Exhibit 1 to the Settlement Agreement and directs that CAC Services Group, LLC send the Notice Packet to the Collective Members and Class Members.

10. CAC Services Group, LLC will send the Notice Packet by first class mail and by email to known Class Members within seven (7) days of receiving the Class List. Class Members shall have ninety (90) days to file claims to participate with the Claims Administrator from the date Notice is issued by the Claims Administrator. There will also be a postcard reminder forty-five (45) days before the close of the claims period for those Class Members who had not before then made a claim, and, for those Class Members whose notice is returned, skip tracing and remailings for returned notices. Class Members may also submit claims via the Administrator's website.

11. If any Notice Packet is returned as undeliverable, the Claims Administrator shall promptly attempt to locate such Collective Member or Class Member either using any additional contact information available or an electronic search using available information ("Tracing"). For any Notice Packet returned as undeliverable, the Claims Administrator shall, within five (5) days from the date the Notice Packet was returned as undeliverable, mail an additional Notice Packet to such Collective Member or Class Member at the address identified by Tracing ("Remailing"). The Claims Administrator shall not perform Tracing and/or Remailing more than one time for any Collective Member or Class Member. To the extent any mailed Notice Packet is returned as undeliverable, the Collective Member or Class Member shall be permitted thirty (30) days from any remailing of the Notice Packet to submit their objection (the "Remailing Period").

12. Collective Members and Class Members will have ninety (90) days from the date their Notice Packet is mailed (the "Notice Period") to submit written objections to the Settlement to the Claims Administrator, if any. To be valid and effective, an objection must be signed, dated, and post-marked or otherwise received by the Claims Administrator by the last day of the Notice Period. The Notice Packets provide that Collective Members and Class Members who wish to

object to the Settlement must send a written statement of their objection to the Claims Administrator by the end of the Notice Period.

13. Class Counsel shall file any application for an award of attorneys' fees, costs, and expenses and for Class Representative Plaintiffs Service Awards (the "Fee Application") no later than \_\_\_\_\_, 2023, which shall be heard on the same date as the Fairness Hearing.

14. Counsel for the Parties shall file memoranda, declarations, or other statements and materials in support of Final Approval no later than \_\_\_\_\_, 2023.

15. Counsel for the Parties shall file any reply papers in support of Final Approval or the Fee Application and in response to any objections from FLSA Collective or Massachusetts Wage Act Class Members by \_\_\_\_\_, 2023.

16. The settlement on the terms and conditions of the Agreement filed concurrently with the Parties' joint motion for preliminary approval is hereby preliminarily approved but is not to be deemed an admission of liability or fault by Defendants or by any other Party or Person, or a finding of the validity of any claims asserted in the Action or of any wrongdoing or of any violation of law by Defendants. The settlement is not a concession and shall not be used as an admission of any fault or omission by Defendants or any other Party or Person.

17. Any FLSA Collective or Massachusetts Wage Act Class Members may enter an appearance in the Action individually or through the counsel of their choice at their own expense. Other than FLSA Collective or Massachusetts Wage Act Class Members who enter an appearance, the FLSA Collective or Massachusetts Wage Act Class Members will be represented by Class Counsel.

18. Counsel for the Parties is hereby authorized to utilize all reasonable procedures in connection with the administration of the settlement, which is not materially inconsistent with either this Preliminary Approval Order or the terms of the Agreement.

**SO ORDERED.**

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Allison D. Burroughs  
United States District Judge

Dated: