

**DEADLINE TO RETURN FORM TO PARTICIPATE IN SETTLEMENT: AUGUST 4, 2025**  
**NOTICE OF OVERTIME SETTLEMENT AND YOUR OPT-IN RIGHTS**

**IN THE PRIVATE ARBITRATION OF**

**LYNNETTE PALEVODA, individually and on behalf of  
others similarly situated,**

**v.**

**WHITE OAK MANAGEMENT, INC., and  
WHITE OAK MANOR, INC.**

**This Notice affects your rights. Please read it carefully.**

**This is not a solicitation from a lawyer. An Arbitrator authorized this Notice at the request of the parties and as part of a settlement. The Arbitrator did not decide which side is right or wrong.**

**RE: Your Right to Overtime Pay from a Settlement with White Oak**

- This Notice of Settlement is to inform you about the settlement of Fair Labor Standards Act (“FLSA”) collective action claims pursued by Lynnette Palevoda against White Oak Management, Inc. and White Oak Manor, Inc. (“White Oak”). You are eligible to receive a payment from the settlement, should you wish to participate.
- The parties have agreed to, and the Arbitrator has approved, a settlement of this dispute as a collective action on behalf of hourly, direct-care workers employed by White Oak and its related entities between August 31, 2021 through August 31, 2024. (“Relevant Period”). The Arbitrator has not decided who is right or wrong; this is a voluntary settlement.
- You are receiving this Notice of Settlement because you have been identified as an hourly, direct-care employee who reported working overtime in at least one work week during the Relevant Period (“Eligible Claimant”). This Notice is to explain your rights.
- **BECAUSE YOU ARE AN ELIGIBLE CLAIMANT, YOU ARE ELIGIBLE TO JOIN THIS FLSA COLLECTIVE ACTION SETTLEMENT AND RECEIVE MONEY FROM THE SETTLEMENT, AS DESCRIBED BELOW, IN THE AMOUNT OF \$[INSERT AMOUNT]. IF YOU WISH TO PARTICIPATE IN THIS COLLECTIVE ACTION SETTLEMENT, YOU MUST SIGN AND RETURN AN OPT-IN FORM BY AUGUST 4, 2025.**

Your Legal Rights and Options in this Lawsuit	
<b>Participate</b>	If you wish to participate in this settlement and receive a check, <b><u>you must sign and return an opt-in form (via text link, email link, or mail) no later than August 4, 2025.</u></b> If you opt into the settlement, you will receive a check for the above-listed amount less payroll withholdings, and you will release your unpaid wage claims against White Oak (described below).
<b>Do Nothing</b>	If you choose not to timely return an opt-in form, you will not be considered a part of this settlement, will not receive any funds, and will not be subject to the judgment. This settlement will have no effect on you, and you will retain all your existing rights to pursue or not pursue your own unpaid wage claim.

## **What is this Case About?**

Named Claimant Lynnette Palevoda (“Claimant”) is an hourly, direct-care worker employed by White Oak, and she alleges that White Oak failed to pay her and other hourly, direct-care workers for all overtime hours worked, including during auto-deducted meal periods, resulting in unpaid overtime premiums. White Oak denies Claimant’s allegations and asserts that it has properly compensated its hourly, direct-care employees for all hours worked. However, White Oak has settled this matter to resolve disputed claims without the burden and expense of additional litigation.

This settlement is the result of arm’s-length negotiations between the Claimant and White Oak and their respective attorneys to settle a bona fide dispute as to FLSA liability and damages. Both parties agree that this settlement is fair and reasonable under the circumstances to resolve any unpaid overtime claims. On April 16, 2025, at the request of the parties, an Arbitrator approved the voluntary settlement as fair and reasonable.

This Notice is being sent to you because you are an Eligible Claimant. In order to receive your pro rata share of the settlement fund, you must timely sign and return (either electronically or by mail) the enclosed opt-in form. If you do not, you will not receive payment and you will not release any legal claims.

## **What is the Settlement?**

The parties have agreed to a Gross Settlement Fund of, at maximum, \$2,500,000 to resolve the collective claims of all Eligible Claimants, including the payment of attorneys’ fees and costs, settlement administration costs, and a service payment to Claimant. Each Eligible Claimant who chooses to participate will receive a *pro rata* share of the \$1,560,078.16 Net Settlement Fund, which was determined by reducing the gross settlement amount for the payment of attorneys’ fees (\$875,000); litigation costs and expenses, including to administer this settlement (\$36,837.65 plus arbitration costs); and a service payment to Claimant (\$25,000). Each Eligible Claimant’s *pro rata* portion of the Net Settlement Fund was determined according to a formula that takes into account each person’s average weighted overtime pay rate and number of FLSA Weeks (*i.e.* weeks during which overtime was reported) during the Relevant Period. Settlement payments are free and clear of attorneys’ fees/costs, which are paid directly from the Gross Settlement Fund.

One-half of your settlement amount is considered wages subject to the withholding of all applicable local, state, and federal taxes (just like a regular pay check) and White Oak is separately paying its share of payroll taxes. The remaining one-half is considered liquidated damages and will not have taxes withheld, but the amount is taxable and you are likely to owe income tax on that amount. Please consult with your accountant or other tax advisor regarding the tax consequences of the settlement amount paid to you.

## **What are my options?**

**OPTION 1:** Sign and return the Opt-in Form **no later than August 4, 2025** to participate in the settlement and receive a Settlement Allocation Check for the amount listed on the first page of this notice, less applicable wage withholdings. In exchange for receiving settlement funds, you will release any legal claims for unpaid wages against White Oak, as described fully below.

**OPTION 2:** If you choose not to sign and return the Opt-in Form, or if you do not timely return a signed Opt-in Form **on or before August 4, 2025** you will not be part of the settlement, you will not receive a check, and you will not release any unpaid wages claims. The lawsuit and settlement will have no effect on you. You may have the right to pursue your own claims against White Oak, subject to the operative statute of limitations applicable to this case.

## **What Legal Claims Am I Releasing?**

THIS IS A FULL AND COMPLETE RELEASE OF WAGE AND HOUR RELATED CLAIMS. By returning a signed Opt-in Form, you are opting into this Settlement and consenting to the Arbitrator’s jurisdiction to approve the Settlement’s fairness. By opting into the Settlement, you understand that you are releasing wage and hour claims against White Oak and any/all of its predecessors, successors and assigns, as well as their current and former officers, directors, agents, and employees.

Released Claims include any and all state and federal unpaid wage claims that have accrued through the date of the approval of this Settlement. Such claims being released include, without limitation, all state and federal claims for unpaid straight time and overtime wages, liquidated damages, penalties, interest, costs, fees, and expenses.

**This Settlement Is Confidential**

By returning a signed Opt-in Form, you agree to keep the Settlement Agreement and any payment you receive strictly confidential. You agree not to disclose or communicate any term of the Settlement Agreement, including but not limited to the Settlement Payment or any amount you may receive, to anyone other than (a) your counsel; (b) your accountants or tax preparers; and (c) your spouse or partner (if any). Except as specifically permitted by the previous sentence, if you receive any question or inquiry about the Lawsuit or this settlement, you will only state "the Parties resolved the matter among themselves," and say nothing more. You further agree that by accepting and negotiating any payment under the Settlement Agreement, you agree to release the Released Parties from any and all state, local, or federal wage and hour claims.

**Do You Have Questions Or Need To Update Your Contact Info?**

If you have questions about the claims, settlement, or your Opt-in Form, contact the Settlement Administrator at:

White Oak Overtime Settlement  
c/o Analytics Consulting LLC  
P.O. Box 2002  
Chanhassen, MN 55317-2002  
Email: [WhiteOakOTLawsuit@noticeadministrator.com](mailto:WhiteOakOTLawsuit@noticeadministrator.com)  
Phone: (866) 807-9772

**Attorneys for Eligible Claimants**

Should you opt into this settlement by timely returning a signed Opt-in Form, you and the other participating FLSA Settlement Collective Members will be represented by attorneys Tracey George at Davis George LLC and Rowdy Meeks and Rowdy Meeks Legal Group LLC. Ms. George may be reached at:

**DAVIS GEORGE LLC**  
Tracey George  
1600 Genessee St.  
Suite 328  
Kansas City, Missouri 64102  
Ph: 816-569-2629  
Email: [tracey@dgmlawyers.com](mailto:tracey@dgmlawyers.com)