

EXHIBIT 1

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO**

ARIANE ROSE VILLARIN, on behalf of herself
and all others similarly situated,

Plaintiff,

v.

HEALTH CARE FACILITY
MANAGEMENT, LLC, d/b/a
COMMUNICARE FAMILY OF
COMPANIES, *et al.*,

Defendants.

Case No. 1:23-cv-00097-MRB-
SKB

SETTLEMENT AGREEMENT

This Settlement Agreement and Release of Claims (“Agreement”) is entered into by and between Plaintiff Ariane Rose Villarin (“Plaintiff” or “Named Plaintiff”) on behalf of herself, the “Settlement Class Members”, and the “Settlement Collective Members”, as defined in Paragraph 2.14 of this Agreement (Plaintiff, the Settlement Class Members, and the Settlement Collective Members together referred to herein as “Plaintiffs”); Healthcare Facility Management, LLC, d/b/a CommuniCare Family Of Companies (“CommuniCare”); and WorldWide HealthStaff Solutions, LLC (“WorldWide”) to resolve all claims asserted by Plaintiff individually and on behalf of all Settlement Class Members and all Settlement Collective Members against Defendants in the “Action” referred to in Paragraph 2.1 of this Agreement. Plaintiffs and Defendants are together referred to herein as the “Parties” and individually as a “Party.”

1. RECITALS

This Agreement is entered into based upon the following facts and circumstances:

1.1 On February 27, 2023, Plaintiff filed a lawsuit in the United States District Court for the Southern District of Ohio, titled ARIANE ROSE VILLARIN v. HEALTH CARE FACILITY MANAGEMENT, LLC, d/b/a COMMUNICARE FAMILY OF COMPANIES, and assigned Case No. 1:23-cv-0097-MRB, alleging, *inter alia*, that CommuniCare broke the law by requiring foreign-trained registered nurses sponsored by CommuniCare through the immigration process to pay CommuniCare if the nurses left their jobs before the end of their contract term. On April 29, 2024, Plaintiff filed a Second Amended Complaint naming WorldWide as an additional defendant in the action.

1.2 Defendants and the Released Parties deny all liability and/or any wrongdoing associated with the claims and actions alleged in the Action, the Released Class Claims, and the Released Collective Claims.

1.3 The Parties agree that this Agreement is entered into solely upon the basis of a compromise of disputed claims, and that this Agreement is not, and is not to be construed as, an admission by Defendants of any liability or violation of any federal, state, local, or common law, or of any statute, ordinance, regulation, or order. Nor is the Agreement to be construed as an admission by Plaintiff or her counsel that any of the defenses asserted in this litigation by Defendants are meritorious.

1.4 The Parties have conducted discovery and an investigation of the claims asserted in the Action and the defenses thereto during this litigation, including through exchange of data and participation in mediation. The Parties have also analyzed the facts and applicable law.

1.5 Relying on each of their own fact investigations and analyses, as well as the data and other information provided by Defendants, the Parties engaged in arms-length settlement negotiations during the course of several months, including a mediation session and subsequent conversations facilitated by mediator Elizabeth Callan.

1.6 On October 13, 2025, the Parties executed a term sheet as to all essential terms of the Settlement. Consistent with that term sheet, the parties hereby in this Agreement memorialize those terms. This final Agreement supersedes and replaces that term sheet.

1.7 The Parties have agreed to resolve this matter on the terms set forth herein, subject to approval of the Agreement by the Court.

1.8 The Parties agree that this Agreement is for settlement purposes only and contingent on Court approval. If, for any reason, the Agreement is not approved by the Court, the Parties will work in good faith to address the issues raised by the Court; however, if the Parties cannot agree to an amendment of the Agreement that resolves any such issue, the Agreement will be of no force or effect. In such event, nothing in the Agreement or any action taken to implement it or any statements, discussions, communications, or materials prepared during the course of settlement negotiations shall be used or construed by or against any Party as a determination, admission, or concession of any issue of law or fact in the Action or be used or considered evidence in any other proceeding involving an alleged violation of any federal, state, or local law, duty, or obligation. In the event the Agreement is not approved, the Parties do not waive, and instead expressly reserve, their respective rights with respect to the prosecution and defense of the Action as if the Agreement

never existed.

1.9 Plaintiff believes that this Agreement confers substantial benefits on the Settlement Class and the Settlement Collective and that it is fair, reasonable, adequate, and in the best interest of herself, the Settlement Class Members, and the Settlement Collective Members.

1.10 Class Counsel has independently determined that the terms of this Agreement are fair, reasonable, adequate, and in the best interests of the Settlement Class Members and Settlement Collective Members, and that settlement and dismissal of this action with prejudice are proper under the circumstances of this Action.

1.11 Defendants have contested the claims asserted in this Action but have determined that further defense of this Action would be contrary to Defendants' best interest and that it is desirable that the Action be completely and finally settled upon the terms and conditions set forth herein. In addition, Defendants have taken into account the uncertainty and risks inherent in litigation, particularly in a complex action such as this Action.

2. DEFINITIONS

As used in the Agreement, the terms below are defined as follows:

2.1 "Action" means the civil action pending in the United States District Court for the Southern District of Ohio, titled *Ariane Rose Villarin v. Health Care Facility Management, LLC, D/B/A Communicare Family of Companies et al.*, and assigned Case No. 1:23-cv-0097-MRB, and referred to above in Paragraph 1.1.

2.2 "Class Counsel" or "Plaintiffs' Counsel" means the attorneys of record for Plaintiff and the Settlement Class Members:

KAKALEC LAW PLLC

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2.3 “Class Representative” or “Plaintiff” or “Named Plaintiff” means Ariane Rose

Villarin.

2.4 “Court” means the United States District Court for the Southern District of Ohio,

in which this Action was commenced and is pending.

2.5 “Defendants” means CommuniCare and WorldWide.

2.6 “Gross Settlement Amount” means the amount of one million dollars (\$1,000,000.00) to be paid by Defendants pursuant to this Agreement, in full consideration for the terms, conditions, and promises in this Agreement. This sum includes all amounts to be paid by Defendants under this Agreement, including: (1) settlement payments to Settlement Class Members who do not exclude themselves from the Agreement; (2) settlement payments to Settlement Collective Members; (3) the cost of settlement administration; (4) the amount of attorneys’ fees and litigation costs to Class Counsel pursuant to Paragraph 3.5 below; (4) the amount of additional compensation provided to Plaintiff pursuant to Paragraph 3.10 below; and (5) all other costs and expenses for resolution of this matter, except that Defendants are responsible for their own attorneys’ fees, costs and expenses.

2.7 “Final Approval” shall mean the Court Order granting final approval of the settlement agreement.

2.8 “Net Settlement Amount” is defined in Paragraph 3.11 below.

2.9 “Postcard Notice” means the “Notice of Proposed Class Action Settlement and Hearing” further described in paragraph 5.2 below that will be sent out by mail by the Settlement Administrator to the Settlement Class and Collective Members, and which is attached hereto as Exhibit 2.

2.10 “Email Notice” means the notice that will be sent by email by the Settlement Administrator to the Settlement Class and Collective Members, and which is attached hereto as Exhibit 4.

2.11 “Text/WhatsApp Notice” means the notice that will be sent by text message and WhatsApp by the Settlement Administrator to the Settlement Class and Collective

Members, and which is attached hereto as Exhibit 5.

2.12 “Alleged Debt Relief” means the non-monetary relief agreed to as set forth in paragraph 3.1 below.

2.13 “Parties” means the Plaintiff and Defendants.

2.14 “Plaintiffs” mean the Named Plaintiff Ariane Rose Villarin and all Settlement Class Members and all Settlement Collective Members.

2.15 “Release Period” means the period from February 17, 2013 through October 13, 2025.

2.16 “Settlement” or “Agreement” means this Settlement Agreement.

2.17 “Settlement Administrator” means Atticus Administration LLC. The Settlement Administrator will be responsible for the administration of the settlement fund, as defined in Section 3, and all related matters. The Settlement Administrator’s duties shall include, but may not be limited to: giving notice of the settlement to the Settlement Class Members and to Settlement Collective Members, including through creation of a website, as described in Section 5 below; administering any opt-out requests and objections to the settlement; administering opt-in requests for Settlement Collective Members; calculating and paying the amounts to be provided to Settlement Class Members, Settlement Collective Members, Plaintiff, and Class Counsel under the Agreement; providing settlement payments inclusive of IRS forms W-2 and 1099 if required by law; certification of completion of notice and payment processes to the Court; establishing and administering a Qualified Settlement Fund (“QSF”) account to hold and distribute the Settlement Fund, as described in Section 3 below; and performing any other

duties that are necessary to effectuate the Agreement. Interest accruing to the QSF account between the time of payment(s) required by Section 3 below and the time funds are distributed shall be refunded to Defendants.

2.18 “Settlement Class,” “Settlement Class Members,” or “Class Members” means:

All foreign-trained registered nurses sponsored by CommuniCare through the immigration process from February 17, 2013 through October 13, 2025. The following individuals are excluded from the Settlement Class: Jedkreisky Malabanan, Sherra May Vega, Mary Jhane Engnan, Jeddalyn Ramos, Jeffrey Banayat, and Arman Candelaria. The Parties agree that Plaintiff will seek certification of this Settlement Class by the Court under Federal Rule of Civil Procedure 23(b)(3). Nothing herein will be considered an admission or acknowledgment by the Parties that any class is either proper or improper in this action, except for purposes of Settlement. In the event this Agreement is not approved in full, is terminated, or fails to be enforceable, the Parties will not be deemed to have waived in this action their claims, positions, or defenses, including their positions on whether this action is appropriate for class treatment. Should the Court fail to approve the Settlement and the parties be unable to resolve any issues that led to the Court’s disapproval through subsequent amendment of this Agreement, the Settlement Class shall be decertified (if previously certified).

2.19 “Settlement Collective,” or “Settlement Collective Members,” means: All

foreign-trained registered nurses sponsored by CommuniCare through the immigration process from February 17, 2013 through October 13, 2025, and who opt into this action to pursue claims under the Fair Labor Standards Act. The

following individuals are excluded from the Settlement Collective: Jedkreisky Malabanan, Sherra May Vega, Mary Jhane Engnan, Jeddalyn Ramos, Jeffrey Banayat, and Arman Candelaria. The Parties agree that Plaintiff will seek certification of this Settlement Collective by the Court under 29 U.S.C. § 216(b). Nothing herein will be considered an admission or acknowledgment by the Parties that any collective is either proper or improper in this action, except for purposes of Settlement. In the event this Agreement is not approved in full, is terminated, or fails to be enforceable, the Parties will not be deemed to have waived in this action their claims, positions, or defenses, including their positions on whether this action is appropriate for collective treatment. Should the Court fail to approve the Settlement and the parties be unable to resolve any issues that led to the Court's disapproval through subsequent amendment of this Agreement, the Settlement Collective shall be decertified (if previously certified).

2.20 "Settlement Website" shall mean the website established by the Settlement Administrator to facilitate notice of the Settlement.

3. TERMS OF SETTLEMENT

The Parties agree to the following relief, subject to Court approval:

3.1 Relief of Alleged Debt.

- a. With respect to all Settlement Class Members—including both former and current employees—Defendants agree to fully and completely forgive all debt or claims Defendants have asserted or could assert in the future related to any alleged breach by any Settlement Class Members of their agreements with Defendants. Specifically, Defendants agree to fully forgive all amounts claimed or that could

be claimed to be owed by Settlement Class Members to Defendants, due to the Settlement Class Members' decisions to end their employment with CommuniCare prior to the end of the contractual term in their contracts with Defendants.

- b. With respect to all Settlement Class Members—including both former and current employees—Defendants agree that they shall not in any way seek to enforce of any “repayment” provisions in their contracts with Settlement Class Members, whether through a lawsuit, arbitration, collection agency, or in any other manner. Defendants further agree that they shall not in any other manner seek to recover or collect any amount of money damages or penalties from Settlement Class Members due to their past or future decision to leave their employment with Defendants prior to the end of the contractual term in their contracts with Defendants. For the avoidance of doubt, Defendants agree not to seek to collect such money damages or penalties however they are described (*e.g.*, as early termination penalties, lost profits, direct costs, attorneys' fees and costs, damages, or in any other manner).
- c. Neither Paragraph 3.1(a) or 3(b) shall require either Defendant to repay to any Settlement Class Member or Settlement Collective Member any amount previously paid to either Defendant under any “repayment” provision of any contract or agreement apart from the payment referred to in Paragraph 3.2 to be paid in settlement of this action.
- d. The parties will ask the Court to retain jurisdiction to oversee the implementation of this settlement for a period of four (4) years from the date of judgment.

3.2 Settlement Fund. The Defendants shall contribute the Gross Settlement Amount

of \$1,000,000 to be allocated for each of the Settlement Class and Settlement Collective. Defendants shall pay the total Gross Settlement Amount to the Qualified Settlement Fund (QSF) account established by the Settlement Administrator within five days (5) of the Court entering the Final Approval Order, but the Settlement Administrator shall hold any such funds in escrow and not expend any funds until the Final Approval Order becomes a final non-appealable order. The Final Approval Order shall be final thirty-one (31) days following the entry of the Final Approval Order (provided no appeal is filed), or in the event that a motion for reconsideration, an appeal or other effort to obtain review of the Final Approval Order, then thirty-one (31) days after such reconsideration, appeal or review has been finally concluded and is no longer subject to review, whether by appeal, petition for rehearing, petition for review or otherwise. Once the Final Approval Order becomes a final non-appealable order, the Settlement Administrator may begin releasing funds and making payments as provided for in this Agreement.

- a. The Gross Settlement Amount is all-inclusive and covers all alleged damages for Released Class Claims and Released Collective Claims (as defined in Paragraphs 7.2 & 7.3 below) as well as fees and expenses of Plaintiff's counsel, any individual award, any settlement costs, and any payroll taxes.
- b. CommuniCare and WorldWide shall contribute to the Gross Settlement Amount as follows: \$700,000 from CommuniCare and \$300,000 from Worldwide.

3.3 Qualified Settlement Fund Account. The Settlement Administrator shall establish and administer an account to hold and distribute the Fund. The Settlement Administrator shall serve as trustee and fiduciary of Fund. The Settlement

Administrator shall act in a manner necessary to qualify the Fund as a Qualified Settlement Fund and to maintain that qualification. The Fund shall be a Qualified Settlement Fund within the meaning of Section 468B of the IRC Code of 1986. The Fund shall be administered by the Settlement Administrator subject to the ultimate authority of the Court.

3.4 Non-Reversionary Fund. The Net Settlement Amount shall be apportioned pro rata to all the Settlement Class Members and Settlement Collective Members pursuant to the allocation plan set forth in Exhibit 1, including Plaintiff. In the event there are amounts remaining from the Fund for uncashed checks or unclaimed payments to Settlement Class Members who have not opted out pursuant to Paragraph 6.2, any remaining funds shall be paid to the Human Trafficking Legal Center as the designated *cy pres* beneficiary, pursuant to Paragraph 3.16 below.

3.5 Payment of Attorneys' Fees and Costs. Plaintiffs' Counsel will request an award of up to one-third of the Fund as an all-inclusive award of attorneys' fees, plus a reasonable amount of out-of-pocket costs and expenses. Such fees, costs, and expenses will not exceed \$338,100. This amount will be paid only from the Gross Settlement Amount. The Settlement is not contingent on approval of this amount. Accordingly, even if the Court approves a lesser amount, this Agreement will remain enforceable.

3.6 In the event the Court does not award the requested award of attorneys' fees and costs in full, the difference will be included in the Net Settlement Amount to be distributed to the Settlement Class Members.

3.7 For tax reporting purposes Plaintiffs' Counsel will be issued a Form 1099 by the

Settlement Administrator for their award of attorneys' fees, costs, and expenses.

3.8 At the same time that the Settlement Administrator issues payments to the Settlement Class Members and Settlement Collective Members, Plaintiffs' Counsel shall be paid the award of attorneys' fees and costs as approved by the Court. These fees shall be paid to Katz Banks Kumin LLP.

3.9 **Payment to Settlement Administrator.** The Settlement Administrator shall pay from the Fund fifty percent (50%) of the payment due to itself for its actual costs and expenses (estimated at not more than \$12,000) no earlier than 7 days after it receives the Fund payment and the remaining fifty percent (50%) of the payment at the same time that it issues payments to the Settlement Class Members. The full cost of settlement administration, including payment for all services and mailings, will be paid from the Gross Settlement Amount.

3.10 **Service Award to Plaintiff Villarín.** Plaintiff will request that the Court award up to \$15,000 as a service award to Plaintiff for her representation of the Class and Collective, in addition to any payment she may otherwise receive as a Settlement Class and Settlement Collective Member. This additional compensation represents a service award for Plaintiff's service as the sole class representative. The Settlement Administrator will issue the service award to the Plaintiff at the same time it issues payment to class members. The additional compensation to Plaintiff will be treated as non-wage income and will be included on the IRS Form 1099 to be issued to Plaintiff.

3.11 **Net Settlement Amount.** "Net Settlement Amount" shall be the Fund minus the following: (1) the award of attorneys' fees and costs to Class Counsel approved

by the Court, as set forth in paragraph 3.5; (2) the additional compensation to Plaintiff Villarin as set forth in paragraph 3.10; (3) the payments to the Settlement Administrator as set forth in paragraph 3.9; as calculated by the Settlement Administrator.

3.12 **Individual Settlement Allocation.** Each Settlement Class Member who does not exclude themselves from the Agreement shall receive their pro-rata share of the Net Settlement Amount. To determine each Settlement Class Member's Individual Settlement Allocation, the percentage of the Net Settlement Amount attributed to the Settlement Class and Settlement Collective shall be calculated for the Settlement Class Members proportionally to the amount they are owed on the claims in this case as set forth in **Exhibit 1**. Those calculations shall then be adjusted to arrive at final allocations, which shall be calculated such that Settlement Collective Members receive 10% more than they otherwise would and the Net Settlement Fund is rebalanced accordingly. The Settlement Administrator will calculate the amounts to be allocated to each Settlement Class Member and Settlement Collective Member as described in **Exhibit 1**. Settlement Class Members will be ineligible to receive a payment if they opt out of the settlement. Settlement Collective Members shall receive more than they would if they did not opt into the Settlement Collective. The Parties shall work in good faith to resolve any issues regarding missing data or similar issues necessary to accurately allocate funds.

3.13 The appropriate withholding of federal, state, and local income taxes, each Settlement Class Member's share of FICA, FUTA, SUTA, Medicare, and any other

payroll taxes including backup withholding or any other withholding, if required, will be made from the settlement payments to each Settlement Class Member. The same will be true with respect to payments to Settlement Collective Members. The Settlement Administrator will be solely responsible for all tax withholding determinations and payments. The Settlement Administrator shall satisfy all federal, state, local, and other reporting requirements (including any applicable reporting with respect to attorneys' fees and other costs subject to reporting) and shall pay from the Global Settlement Fund any and all taxes as well as any other obligations with respect to the payments or distributions not otherwise addressed in this Agreement. It is the parties' intent that damages calculated pursuant to paragraph 1 of Exhibit 1 shall be considered non-wage damages and reimbursements for amounts paid to Communicare. It is the parties' intent that 50% of the damages calculated pursuant to paragraph 2 of Exhibit 1 shall be considered non-wage damages, and 50% shall be considered wage damages. As noted in paragraph 3.10 above, the service award to Plaintiff Villarin shall be treated as non-wage income. The Settlement Administrator will also issue an IRS form W-2 to each Settlement Class Member and each Settlement Collective Member at the time and in the manner required by the Internal Revenue Code of 1986 and consistent with this Agreement for the portion of each payment attributable to wages, and IRS form 1099 for any the portion attributable to other damages. If the Internal Revenue Code, regulations issued thereunder, or other relevant tax laws, change after the Final Approval of the Settlement Agreement by the Court, the content of this paragraph may be modified to ensure compliance with any such changes.

3.14 The Settlement Administrator will provide such reports to the Parties upon request of any Party regarding the status of distribution of the notice, the claims administrator process, the opt-in and opt-out process, the administration of settlement or any other aspect of the administration process.

3.15 **Method of Payment to Settlement Class Members and Settlement Collective Members.** Payments will be made to Settlement Class Members and Settlement Collective Members by either: (a) direct deposit, using the last banking information available to Defendants; (b) alternative electronic payment method elected by Settlement Class Members or Settlement Collective Members (such as Zelle or Venmo); or (c) check. If checks are issued, those checks shall be valid for a period of one hundred and eighty (180) days following their issuance by the Settlement Administrator.

3.16 **Allocation of Unclaimed Funds.** In the event that any unclaimed amounts remain in the Fund at the conclusion of the 180-day period identified in Paragraph 3.15, those remaining unclaimed amounts shall be paid to the designated *cy pres* beneficiary within thirty (30) days.

3.17 Payments to any Class Member shall not create any credit or any basis to change the calculation or benefits provided under any pension, retirement, or any other benefit or compensation plan, policy, program or any other arrangement. Payments shall not modify any previously created hours of service under any employee benefit plan, policy or bonus program sponsored by either Defendant and shall not be applied as salary, earnings or wages for purposes of any plan, policy, program or other arrangement.

4. DUTIES OF SETTLEMENT ADMINISTRATOR

4.1 The Settlement Administrator shall establish and maintain a Qualified Settlement Fund Account as specified in Paragraphs 3.2 and 3.3 above and shall disburse funds from that Account as specified in this Agreement, including in **Exhibit 1**.

4.2 **Final Report of Settlement Administrator.** Within ten (10) business days after final disbursement of all funds from the Fund, including the *cy pres* payment, the Settlement Administrator will serve on the Parties a declaration constituting a final report on the disbursements of all monies from the Fund.

5. NOTICE TO SETTLEMENT CLASS MEMBERS

5.1 **Settlement Class Member Contact Information.** By no later than seven (7) days following the Court's entry of an Order Granting Preliminary Approval of the Agreement, the Defendants shall provide the Settlement Administrator a database or spreadsheet listing the name, and if known, the following information: last known permanent address, birthdate, email address, telephone number(s), dates of employment, and number of workweeks worked during the Class Period for each Settlement Class Member and Settlement Collective Member (the "Class List"). The Settlement Administrator and Plaintiff agree that the Class List is confidential and may be used solely for purposes of administration of this settlement.

5.2 **Postcard Notice of Proposed Class & Collective Action Settlement.** Within fifteen (15) days after receiving the Class List from Defendants, the Settlement Administrator shall send the Notice of Proposed Class & Collective Action Settlement and Hearing ("Postcard Notice"), attached hereto as **Exhibit 2**, to each Settlement Class Member and Settlement Collective Member via First Class U.S.

- Mail. The Postcard Notice shall include a link to the Long-Form Notice, attached hereto as **Exhibit 3**, which shall also be posted on the Settlement Website.
- 5.3 Prior to mailing the Postcard Notice, the Settlement Administrator shall use appropriate systems to verify and/or update the mailing addresses for Settlement Class Members and Settlement Collective Members to the extent possible.
- 5.4 Should any Postcard Notice be returned, the Settlement Administrator shall re-mail the Postcard Notice to the forwarding address, if any, and, if no forwarding address was provided, use any other legally available resource for the purpose of finding new addresses and re-mailing.
- 5.5 If necessary, the Settlement Administrator may attempt to contact any Putative Settlement Class Members and Settlement Collective Members by telephone, email, or text to obtain mailing information to facilitate notice.
- 5.6 **Email Notice.** The same day as Postcard Notice is mailed, the Settlement Administrator shall send the Email Notice, attached hereto as **Exhibit 4**.
- 5.7 **Text/WhatsApp Notice.** Within five (5) days of the mailing of Postcard Notice and Email Notice, the Settlement Administrator shall send the Text/WhatsApp Notice, attached hereto as **Exhibit 5**.
- 5.8 **FLSA Consent and Release Form.** The Settlement Administrator shall attach the FLSA Consent and Release Form, attached hereto as **Exhibit 6**, as a tear-off form to the Postcard Notice and a linked document in the Email Notice.
- 5.9 **Settlement Website.** The same day that Postcard Notice and Email Notice are mailed, the Settlement Administrator shall also ensure the Settlement Website goes live/becomes publicly available on the Internet. The Settlement Website shall:

- a. Include the Long Form Notice, attached hereto as **Exhibit 4**;
 - b. Provide Settlement Class Members and Settlement Collective Members a link where they can update their contact information;
 - c. Contain copies of the pleadings in this matter, including this Agreement, Class Counsel's fee petition, and copies of any orders issued by the Court in connection with this Settlement, after they are filed;
 - d. Provide a tollfree number through which questions can be directed to the Settlement Administrator;
 - e. Allow Settlement Class Members and Settlement Collective Members to elect their method of payment if they do not wish to receive a check;
 - f. Absent agreement by the Parties, not be taken down until the date on which any remaining Settlement funds are sent to *cy pres*; and
 - g. Be updated by the Settlement Administrator (as directed by the Parties) as appropriate regarding developments in the Action, such as the establishment of new deadlines by the Court.
 - h. Allow Settlement Collective Members to access and submit the FLSA Consent and Release Form online.
- 5.10 The Settlement Administrator will provide Class Counsel and Defendants with a sworn statement or declaration describing its efforts in the notice process, to be provided to the Court when the Parties seek final approval of the Settlement.
2. The Settlement Administrator will transmit all notices described in 28 U.S.C. § 1715, which the Parties shall ensure the Settlement Administrator distributes within the time and

in the manner and form required by law, with Defendants filing a declaration notifying the Court within three (3) business days of such notice issuing.

6. **OPT-IN, OPT-OUT AND OBJECTION PROCEDURES**

6.1 **Opt-In Procedure.** Settlement Collective Members may opt-in by providing either the postcard notice or responding to the link in the email notice. The Settlement Administrator shall, weekly within the notice period, provide notice to Class Counsel and counsel for Defendants as to who has provided an opt-in response. Approximately halfway through the notice period, the Settlement Administrator shall send the email and text notice again to any Settlement Collective Member who has not opted-in as of that time.

6.2 **Opt-Out/Exclusion Procedure.** Any Settlement Class Member may request exclusion from the Settlement Class by “opting out.” Settlement Class Members who wish to be excluded must submit a written and signed request to the Settlement Administrator for exclusion from the Settlement which must include his or her full name, last four digits of his or her social security number (if any), mailing address, email address and/or phone number (if available). To be effective, Settlement Class Members’ exclusion requests must be either postmarked (or, if delivered to the Settlement Administrator by means other than United States First Class Mail, received by the Settlement Administrator) by the Objection/Exclusion Deadline, which shall be ninety (90) days after the date of mailing of the Postcard Notice. The Named Plaintiff shall have no rights to opt out of the Settlement.

6.3 Any monies apportioned pursuant to the method established in Section 3 to individuals who opt out of the class pursuant to paragraph 6.2 will be excluded from

the total payment which must be made by the Defendants to the Settlement Administrator and returned to Defendants within sixty (60) days of the Court's issuing of the Final Approval Order identified in Paragraph 8.6.

6.4 Withdrawal of Opt-Out/Exclusion Request. Any Settlement Class Member who submits an exclusion request may withdraw that request by submitting a signed request to withdraw his or her exclusion request. The withdrawal request must be transmitted to the Settlement Administrator, in writing, so as to be received by the Settlement Administrator no later than the Objection/Exclusion Deadline, and must include the Settlement Class Member's full name, last four digits of his or her social security number, mailing address, email address, and phone number. The Settlement Administrator shall timely notify Class Counsel and Defendants' counsel of all exclusion requests timely submitted and not withdrawn.

6.5 Notice to Parties. The Settlement Administrator shall make a written record or stamp on the original of any exclusion request the date the request was received, and, if received by U.S. First Class Mail, also record the postmark date of the request. The Settlement Administrator shall thereafter serve copies of the exclusion request(s), inclusive of the date stamps, on Plaintiffs' Counsel and Defendants' counsel not later than five (5) business days after receipt thereof. The Settlement Administrator shall, within five (5) days following the Objection/Exclusion Deadline, send via e-mail a final list of all exclusion requests that were not withdrawn to Class Counsel and Defendants' counsel. The Settlement Administrator shall retain copies of all exclusion requests that were not withdrawn and originals of all envelopes accompanying exclusion requests that were not withdrawn in its files

until such time as the Settlement Administrator is relieved of its duties and responsibilities under this Agreement.

6.6 The release set forth in Paragraph 7.2 below will bind all Settlement Class Members who do not file a timely exclusion request, or those who file but timely withdraw such a request. However, Settlement Class Members who file and do not withdraw an exclusion request will not be bound by this Agreement or the release of claims made in the Action.

6.7 **Objections.** Settlement Class Members who wish to present objections to the proposed Agreement at the Final Approval Hearing must first do so in writing. If a Settlement Class Member wishes to object to the approval of this Agreement by the Court, the objector must submit a written statement of the basis for the objection to the Settlement Administrator. To be considered, such statement must be timely filed with the Settlement Administrator by the Objection/Exclusion Deadline. The Settlement Administrator shall mark the date received on the original and send copies to the Parties by e-mail or facsimile and overnight delivery not later than five (5) days after receipt thereof. The Settlement Administrator or Class Counsel shall file any objections with the Court. An objector also has the right to appear at the Final Approval Hearing, either in person or through counsel hired by the objector, at the objector's cost. An objector who wishes to appear at the Final Approval Hearing must state her or his intention to do so at the time she or he submits her or his written objections. An objector may withdraw her/his objection(s) at any time. An objector who does not submit an exclusion request is bound by the release set forth in this Agreement.

6.8 If more than 10% of the Settlement Class elect to opt-out of the Settlement, each Defendant has the option to cancel the Settlement Agreement. If either Defendant exercises this option, the settlement shall terminate and the Parties shall return to their position(s) prior to executing this Settlement Term Sheet. The right to cancel the Agreement can be exercised only by a writing stating that Defendants are withdrawing from the Agreement, which is sent to Class Counsel by email and U.S. Mail no later than ten (10) days after the expiration of the Objection/Exclusion Deadline. If the Agreement is declared null and void pursuant to this section, the Agreement and the underlying negotiations shall not be admissible for any purpose in any proceeding. In such circumstances, the Plaintiffs and Defendants shall be free to renegotiate any other settlement agreement or the litigation shall proceed.

7. **RELEASE**

7.1 **Release by Plaintiff.** The Plaintiff, on her own behalf, and on behalf of her heirs, descendants, executors, successors, assigns, and administrators, hereby fully waives, releases and discharges Defendants, their former and present parent companies, subsidiaries, affiliates, officers, members, directors, shareholders, employees, managers, consultants, partners, attorneys, joint or co-venturers, independent contractors, heirs, agents, assigns, insurers, reinsurers of any of them, client-employers, joint employers, and other related persons and entities and their successors in interest in their personal, individual, and or corporate capacities (collectively, “Released Parties”), from any and all manner of all causes of action, actions, claims, rights, judgments, debts, contracts, promises, allegations, demands, obligations, duties, suits, expenses, assessments, penalties charges, injuries, losses,

costs, damages, liabilities, attorneys' fees, and wages, including but not limited to, those claims asserted or that could have been asserted prior to the execution of this Agreement of every kind and manner whatsoever concerning, regarding, or arising in law or in equity, administrative or judicial, exclusive of the obligations under this Agreement, which Plaintiff had or now has against Defendants and/or any of the Released Parties, whether or not known, claimed, asserted, suspected, or discoverable by Plaintiff, based on any actions or events occurring on or before the date of Plaintiff's execution of this Agreement.

7.2 Settlement Class Release of Claims. Subject to Paragraph 7.3 below, all Settlement Class Members will release the Released Parties from any and all claims raised on behalf of the Class in the Litigation and any and all claims of any conceivable kind or nature whatsoever that are based on the Class claims made in the Second Amended Complaint or reasonably related thereto (collectively, the "Released Class Claims"). Without limiting the foregoing, Settlement Class Members will not seek any form of relief or payment, including but not limited to, wages, damages, unpaid costs, penalties, liquidated damages, compensatory damages, punitive damages, restitution, disgorgement, interest, attorney's fees or injunctive or equitable relief as to the Released Class Claims. Without limiting the foregoing, this release includes a release of each entity within the CommuniCare Family of Companies and WorldWide Family of Companies, as well as owners, agents, employees, insurers and reinsurers, officers, directors, attorneys and all related individuals.

7.3 Settlement Collective Release of FLSA Claims. All Settlement Collective

Members will release the Released Parties from FLSA claims (and any parallel state wage and hour claims) raised on behalf of the Collective in the Litigation (alleged failure to pay all compensable hours, alleged failure to pay overtime compensation for work performed during meal periods and during off-the-clock hours, alleged demand that the Settlement Collective Members pay an unlawful kickback, alleged failure to pay at least the minimum wage “free and clear” in each workweek, and alleged failure to record all time worked) (collectively, the “Released Collective Claims”). Without limiting the foregoing, Settlement Collective Members will not seek any form of relief or payment, including but not limited to, wages, damages, unpaid costs, penalties, liquidated damages, compensatory damages, punitive damages, restitution, disgorgement, interest, attorney’s fees, or injunctive or equitable relief as to the Released Collective Claims. Without limiting the foregoing, this release includes a release of each entity within the CommuniCare Family of Companies and WorldWide Family of Companies, as well as owners, agents, employees, insurers and reinsurers, officers, directors, attorneys and all related individuals. Settlement Collective Members will not be eligible to recover any damages or other relief related to such FLSA claims from either Defendant or any affiliated entity.

7.4 The Parties acknowledge that the above waivers and releases were separately bargained for and are each a material element of the Agreement.

7.5 Class Counsel of Plaintiff represent and warrant that they have not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or portion that is released in this section.

7.6 The Settlement Class Members who do not opt out by the Objection/Exclusion deadline will be deemed to have released their Released Class Claims upon execution of the Agreement by Class Counsel, Final Approval of the Settlement Agreement by the Court, and payment of the Gross Settlement Amount.

8. **PROCESS FOR SEEKING APPROVAL OF SETTLEMENT**

8.1 **Preliminary Approval.** Plaintiff and Defendants shall jointly request that the Court issue a Preliminary Approval Order, the proposed form of which shall be submitted together with the motion for preliminary approval, preliminarily approving the Settlement Agreement as being fair, reasonable, and adequate to Plaintiff and Settlement Class Members. A proposed Preliminary Approval Order shall be submitted to the Court that is substantially the same as **Exhibit 7** attached hereto. The preliminary approval motion shall be submitted to the Court by February 6, 2026. Class Counsel shall draft these papers and provide these drafts to each Defendant within five (5) days prior to filing.

8.2 In the Preliminary Approval Motion, Class Counsel will inform the Court of the intended process to obtain a “Final Approval Order” and a “Judgment of Dismissal with Prejudice” that will, among other things: (1) certify the class claims and collective claims in this action for settlement purposes and appoint Plaintiffs’ counsel as Class Counsel; (2) approve the settlement as fair, adequate, and reasonable; (3) incorporate the terms of the Releases, as described herein; (4) dismiss the Litigation with prejudice; (5) award Class Counsel fees and costs; and (6) award a Service Award to the Named Plaintiff as more fully set forth herein. Defendant will not oppose the Preliminary Approval Motion, unless and to the

extent that it is inconsistent with this Agreement.

8.3 If the Court denies the Preliminary Approval Motion, the Parties will work together in good faith to seek to address the reasons for the Court's denial of the Preliminary Approval Motion. However, unless the Parties jointly agree to seek reconsideration of the ruling, to seek Court approval of a renegotiated settlement, or to otherwise address the Court's reasons for denying the Preliminary Approval Motion, if the Court thereafter declines to grant Preliminary Approval, the Litigation will resume as if no settlement had been attempted.

8.4 The Parties will work together, diligently and in good faith, to obtain expeditiously a Preliminary Approval Order, Final Approval Order, and Final Judgment and Dismissal with Prejudice.

8.5 **Denial in Whole or in Part.** If the Court disapproves of all or any provision of the Agreement, the Parties shall not be bound by the Agreement in any way unless the Plaintiffs and Defendants mutually agree to reaffirm the Agreement as modified. In the event that the Plaintiffs and Defendants do not reaffirm the Agreement as modified, the Agreement and the underlying negotiations shall not be admissible for any purpose in any proceeding. The Plaintiffs and Defendants shall be free to renegotiate any other settlement agreement or proceed with the litigation. However, if the Court disapproves of all or any provision of the Agreement, the Parties will work together in good faith to attempt to reach a new agreement on the disapproved provisions such that would be acceptable to the Court.

8.6 **Final Approval Hearing.** The Parties request that the Court conduct a Hearing for Final Approval of the Agreement no later than one hundred and twenty (120)

calendar days after the date of Preliminary Approval, or as soon thereafter as there is availability on the Court's calendar, provided that the hearing date shall be at least ten (10) days after the Objection/Exclusion Deadline.

8.7 Motion for Final Approval. Not later than twenty (20) calendar days before the date of the Final Approval Hearing, the Parties will submit a Joint Motion for Final Approval. Class Counsel shall draft these papers and provide these drafts to each Defendant within five (5) days prior to filing. At the Final Approval Hearing, Plaintiffs shall move the Court for entry of an Order, the proposed form of which will be submitted by Plaintiffs before the Final Approval Hearing. The proposed Final Approval Order will grant Final Approval of the Agreement as fair, reasonable, adequate, and in the best interests of the Class members, and approve requests for the following: (i) payments to the Settlement Administrator; (ii) attorneys' fees and costs; (iii) the compensation to Plaintiff; and (iv) distribution of the funds to the Settlement Class Members and per the terms of the Agreement.

8.8 Final Approval Order. If the Court approves the Agreement at the final approval hearing, the Court shall issue a Final Approval Order so stating. A proposed Final Approval Order shall be submitted to the Court and be included with the draft motion for final approval.

8.9 The Parties agree that the Final Approval Order granting Final Approval of the Agreement will constitute a binding and final resolution of the claims released by any Settlement Class Members who do not opt out, as defined by the Release in Paragraph 7.2, herein, and will constitute a binding and final resolution of the claims released by Settlement Collective Members.

9. CLASS AND COLLECTIVE CERTIFICATION

9.1 The Parties stipulate to class certification of and notice to the Settlement Class pursuant to Fed. R. Civ. P. 23 for purposes of settlement only. The Parties' willingness to agree that Settlement Class Members meet Rule 23 requirements shall have no bearing on, and shall not be admissible in or considered in connection with, the issue of whether a class or collective should be certified in a non-settlement context in this Action and shall have no bearing on, and shall not be admissible or considered in connection with, the issue of whether a class or collective should be certified in any other lawsuit.

9.2 The Parties stipulate to collective certification of and notice to the Settlement Collective pursuant to Section 216(b) of the FLSA for purposes of settlement only. The Parties' willingness to agree that Settlement Collective Members are similarly situated shall have no bearing on, and shall not be admissible in or considered in connection with, the issue of whether a class or collective should be certified in a non-settlement context in this Action and shall have no bearing on, and shall not be admissible or considered in connection with, the issue of whether a class or collective should be certified in any other lawsuit.

10. DISMISSAL OF ACTION WITH PREJUDICE

10.1 Plaintiff, Settlement Class Members, and Settlement Collective Members accept the benefits provided herein as consideration for their full release and satisfaction of all claims asserted in this action or covered in this Agreement. Based on the provisions herein, Plaintiff, the Settlement Class, and the Settlement Collective will file a notice with the Court dismissing this action with prejudice

within five (5) days after the passage of the thirty-one days referred to in Paragraph 3.2, as referred to herein.

11. **REPRESENTATIONS AND WARRANTIES**

Each of the Parties to this Agreement represents and warrants and agrees with each other Party hereto:

- 11.1 All Parties have received independent legal advice from their attorneys with respect to the advisability of entering into the Agreement and with respect to the advisability of executing this Agreement.
- 11.2 The Parties and their counsel make no representations as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiff and Class Members are not relying on any statement or representation by the Parties in this regard. Plaintiff and Class Members understand and agree that they will be responsible for the payment of any employee taxes and penalties assessed on the payments described herein and will hold each Defendant free and harmless from and against any claims, liabilities, costs and expenses, including attorney's fees, resulting in any way from personal tax treatment of the payments made pursuant to this Agreement, including the treatment of such payments as not subject to withholding or deduction for payroll and employment taxes.
- 11.3 Each of the Parties, through his/her/its respective counsel, has made such investigation of the facts pertaining to this Settlement and the Agreement and all of the matters pertaining to them as they deem necessary.
- 11.4 The Parties and their respective attorneys shall proceed diligently to prepare and execute all documents necessary to seek the approval of the Court and to do all

things reasonably necessary to consummate the Agreement according to its timing provisions. Class Counsel shall have responsibility for preparing the motions and documents necessary to obtain Court approval of this Agreement and shall consult with Defendants' counsel on the contents of such motions.

11.5 Throughout the pendency of this settlement process, the Parties will take all steps necessary to stay, postpone and/or take off calendar all court appearances, filing deadlines, discovery deadlines and/or other case activity up and until the submission of this Agreement, or as soon thereafter as possible.

12. **DISPUTE RESOLUTION**

12.1 The Parties shall cooperate in good faith to complete the terms of this Agreement. Any disputes that arise during the process of finalizing the Agreement documents shall be presented to the Court. The Court shall retain jurisdiction over this matter to enforce any provisions thereunder. In addition, as stated in Paragraph 3.1.d above, the Parties shall ask the Court to retain jurisdiction to oversee the implementation of this Settlement for a period of four (4) years from the date of judgment

13. **ADDITIONAL PROVISIONS**

13.1 **CAFA Notice.** Defendants shall timely provide notice, if any, required by the Class Action Fairness Act ("CAFA").

13.2 **Execution in Counterpart.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. In addition, any scanned copies or facsimiled copies of this

Agreement executed in any number of counterparts shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument.

13.3 This Agreement shall be subject to and administered in accordance with Ohio law, without regard to conflict of law principles.

13.4 This Agreement is the entire agreement between and among the Parties with respect to the subject matter included in this Agreement and shall supersede all prior and contemporaneous negotiations between or among the Parties, including (without limitation) the October Term Sheet. This Agreement shall be construed as a whole according to its fair meaning and intent, and not strictly for, or against, any party regardless of who drafted, or who was principally responsible for drafting, this Agreement or any specific term or condition in this Agreement. The Parties participated in the negotiation and drafting of this Agreement and had available the advice and assistance of independent counsel. As such, the Parties may not claim that any ambiguity in this Agreement should be construed against another Party. If there is a conflict between this Agreement and any other document related to the settlement, this Agreement shall control. This Agreement has not been executed in reliance on any term not included in this Agreement (whether written or oral), and no such extrinsic terms shall modify, vary or contradict the express terms of this Agreement.

13.5 This Agreement shall become effective upon its execution by all Parties.

13.6 The terms of this Agreement may not be changed or terminated orally. It may only be modified or amended in a writing signed by the Parties and, once the

Agreement has been filed with the Court, such change must also be approved by the Court.

13.7 This Agreement is binding upon and shall inure to the benefit of the Parties.

Without limiting the foregoing, this Agreement specifically shall inure to the benefit of the Released Parties. Likewise, this Agreement shall be binding upon Class Members and their spouses, children, heirs assigns, administrators, executors, beneficiaries, conservators, successors and offspring.

13.8 The Parties shall cooperate fully with each other and shall use their reasonable, good faith efforts to obtain the Court's approval of this Agreement and all of its terms. Each of the Parties, upon the request of any other party, agrees to perform such further acts and to execute and deliver such other documents as are reasonably necessary to carry out the provisions of this Agreement.

13.9 All notices, requests, demands, and other communications required or permitted to be given pursuant to this Agreement shall be in writing, and shall be delivered by email and by hand delivery, overnight courier, or, unless specified otherwise in a provision of the Agreement, mailed, postage prepaid, by first class or express mail. All such notices, requests, demands, and other communications are to be sent to the undersigned persons at their respective addresses as set forth below:

Counsel for Plaintiff, the Settlement Class, and the Settlement Collective:

KAKALEC LAW PLLC
Patricia Kakalec
80 Broad Street, Suite 703
New York, NY 10004
(212) 705-8730
Patricia@KakalecLaw.com

KATZ BANKS KUMIN LLP
Hugh Baran
Susanna Barron
111 Broadway, Suite 1403
New York, NY 10006
(646) 759-4501
Baran@KatzBanks.com
Barron@KatzBanks.com

Counsel for CommuniCare:

BENESCH, FRIEDLANDER,
COPLAN & ARONOFF LLP
Johanna Fabrizio Parker
Mackenzie Rini
127 Public Square, Suite 4900
Cleveland, Ohio 44114-2378
216-363-4585
Jparker@beneschlaw.com

Counsel for WorldWide:

LATHAM & WATKINS LLP
Nicholas L. Schlossman (*pro hac vice*)
Andrew D. Prins (*pro hac vice*)
300 Colorado Street
Suite 2400
Austin, TX 78701
737.910.7314
nicholas.schlossman@lw.com
Andrew.Prins@lw.com

ASHBROOK BYRNE KRESGE LLC
Joseph P. Ashbrook (0091279)
P.O. Box 8248
Cincinnati, Ohio 45249
jpashbrook@abkf.com

The persons and addresses to which such communications shall be made may be changed from time to time by a written notice mailed as stated above.

THE UNDERSIGNED ACKNOWLEDGE THAT EACH HAS READ THE FOREGOING AGREEMENT AND ACCEPTS AND AGREES TO THE PROVISIONS CONTAINED

THEREIN, AND HEREBY EXECUTES IT VOLUNTARILY WITH FULL KNOWLEDGE OF ITS CONSEQUENCES.

For Plaintiff and the Settlement Class & Settlement Collective:

Ariane Rose Villarín

Dated

For CommuniCare:

Ronald S. Wilhelm
Chief Executive Officer/Long Term Care
Healthcare Facility Management, LLC

Dated


For WorldWide:

Ronald Hoppe
Chief Executive Officer
WorldWide HealthStaff Solutions, LLC

Dated

THEREIN, AND HEREBY EXECUTES IT VOLUNTARILY WITH FULL KNOWLEDGE OF ITS CONSEQUENCES.

For Plaintiff and the Settlement Class & Settlement Collective:


Ariane Villarin (Feb 6, 2026 08:33:11 CST)
Ariane Rose Villarin

06/Feb/26

Dated

For CommuniCare:

Ronald S. Wilhelm
Chief Executive Officer/Long Term Care
Healthcare Facility Management, LLC

Dated

For WorldWide:

Ronald Hoppe
Chief Executive Officer
WorldWide HealthStaff Solutions, LLC

Dated

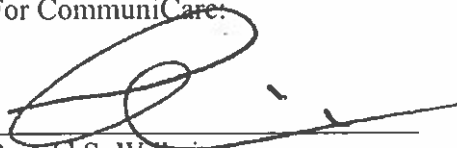
THEREIN, AND HEREBY EXECUTES IT VOLUNTARILY WITH FULL KNOWLEDGE OF ITS CONSEQUENCES.

For Plaintiff and the Settlement Class & Settlement Collective:

Ariane Rose Villarín

Dated

For CommuniCare:



Ronald S. Wilhelm
Chief Executive Officer/Long Term Care
Healthcare Facility Management, LLC

Dated 2/2/2026

For WorldWide:

Ronald Hoppe
Chief Executive Officer
WorldWide HealthStaff Solutions, LLC

Dated

THEREIN, AND HEREBY EXECUTES IT VOLUNTARILY WITH FULL KNOWLEDGE OF ITS CONSEQUENCES.

For Plaintiff and the Settlement Class & Settlement Collective:

Ariane Rose Villarín

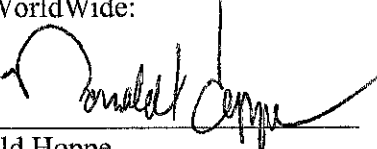
Dated

For CommuniCare:

Ronald S. Wilhelm
Chief Executive Officer/Long Term Care
Healthcare Facility Management, LLC

Dated

For WorldWide:



Ronald Hoppe
Chief Executive Officer
WorldWide HealthStaff Solutions, LLC

February 5, 2026

Dated

EXHIBIT 1

ALLOCATION PLAN

The Parties agree that the Net Settlement Fund shall be calculated and allocated amongst Settlement Class Members, and Settlement Collective Members by the Settlement Administrator as follows:

1. First, the Settlement Administrator shall calculate the amounts owed to the Fifty-Five (55) Settlement Class Members who paid money to CommuniCare in connection with leaving their jobs before the end of their contract term, as follows: these individuals shall each receive reimbursement payments amounting to half of the amounts they paid to CommuniCare, provided that they have not opted out of the Class.
2. Second, the Settlement Administrator shall calculate, from the remaining funds, the amounts owed to Settlement Class Members proportionally based on the number of weeks that they were employed by Defendants. The Settlement Administrator shall then adjust those calculations to arrive at final *pro rata* allocations, which shall be calculated such that Settlement Collective Members receive 10% more than they otherwise would, and the Net Settlement Fund is rebalanced accordingly. In other words, the amounts received from these remaining funds shall be adjusted such that Settlement Collective Members shall receive a payment approximately 10% greater than that received by those who do not opt into the Collective.

EXHIBIT 2

PROPOSED POSTCARD NOTICE



COURT ORDERED NOTICE

**CommuniCare & WorldWide
Nurse Settlement**

Class and Collective Action
Notice on Reverse

QR CODE

CommuniCare/WorldWide Settlement
C/O Atticus Administration
PO Box 64053
St. Paul, MN 55164

PRESORT
FIRST CLASS
U.S. POSTAGE
PAID



0 1 2 3 4 5 6 7 8 9 0 1 0 2 0 3 0 4

Postal Service: Please do not mark barcode

ID: 00001234

First Last
Address 1
Address 2
City State Zip Code

A proposed one million dollar (\$1,000,000) settlement has been reached in a class and collective action lawsuit against the CommuniCare Family Of Companies (“CommuniCare”) and WorldWide HealthStaff Solutions (“WorldWide”) (together, “Defendants”). This Notice summarizes the proposed Settlement. Full Settlement terms are available at [\[URL\]](#), which you can access by scanning the QR Code on the front of this postcard.

Am I a Class Member and What Does the Settlement Provide? This case involves class action claims related to Defendants’ practices, including claims related to requiring nurses to pay in order to leave before the end of their contract. You are automatically included in the class action claims if you are a foreign-trained registered nurse sponsored by CommuniCare through the immigration process from February 17, 2013 through October 13, 2025. Defendants have agreed to change their practices and to pay one million dollars in total to settle the claims alleged in this case. If the Court approves the Settlement, then you may be eligible to receive one or more of these benefits:

- Defendants agree to fully forgive all outstanding amounts claimed or that could be claimed to be owed by Settlement Class members to Defendants—including both former and current nurses—due to any Settlement Class members’ decision to end their employment with CommuniCare prior to the end of the contractual term in their contracts with Defendants.
- Defendants shall not seek to enforce any “repayment” provisions in their contracts, or to recover or collect any amount of money damages or penalties from Settlement Class members, due to any Settlement Class members’ decision to end employment with Defendants prior to the end of their contracts.
- If you paid CommuniCare any money in connection with leaving before the end of your contract, you will receive approximately half of that money back. A total of 55 Class Members will receive this benefit, which for all of these nurses will total \$309,268.
- The balance of the Settlement, after payment of Class Counsel’s expected attorneys’ fees and costs, will be distributed to the Class proportionally based on the number of weeks you worked for CommuniCare.
- More details about the changes you could benefit from are in the full Settlement Agreement available at [\[URL\]](#). This notice is just a summary.

Am I also a FLSA Collective Member and What Does that Mean? You are eligible to join the Fair Labor Standards Act (“FLSA”) Collective if you fall within the class definition above. If you are eligible to join the Collective, a tear-off consent form is attached. **You must submit this form in order to receive additional money under the Settlement.** If the Court approves the Settlement and if you timely submit a consent form, the share you would otherwise receive under a settlement (excluding the portion for reimbursement of amounts paid to CommuniCare) will increase by approximately 10%. If you do not join the collective, you will still receive payment in this case if the Court approves the Settlement. Your payment will just be a lower amount. Please note the additional release language on the consent form.

How will I get paid? If you are eligible to receive a payment under this Settlement, you will receive a direct deposit to the last bank account you had on file with CommuniCare, or a check. If you want to be paid another way, please contact the Settlement Administrator or visit the website.

What If I Don’t Like the Settlement? You can exclude yourself from the case or object to the settlement. If you do not exclude yourself, you cannot sue Defendants for the claims released in this case, but you will receive one or more of the benefits described above. To exclude yourself and keep any rights you may have to sue Defendants over the legal issues in this lawsuit, write the Settlement Administrator by [\[date\]](#). If you do not exclude yourself, you may object to the proposed settlement. To do so, you must file a timely written objection with the Clerk of Court by [\[date\]](#).

Who Represents Me? The Court has appointed Kakalec Law, Katz Banks Kumin, Magen Kellam, Gus Shihab, and Towards Justice as Class Counsel. Class Counsel intend to apply to the Court for an award of attorneys’ fees in an amount not to exceed \$ _____, costs not to exceed \$ _____, expenses of the Settlement Administrator estimated to be \$10,000, and a \$15,000 service payment to the Plaintiff who started this lawsuit.

When Will the Court Consider the Settlement? There will be a final approval hearing to consider approval of the proposed Settlement on [\[date, time and location\]](#).

How Do I Get More Information? You can visit the Settlement Website or contact the Settlement Administrator at [\[email\]](#) or [\[phone\]](#), or contact Class Counsel at [\[email\]](#) or [\[phone\]](#).

EXHIBIT 3

PROPOSED LONG-FORM NOTICE



U.S. District Court for the Southern District of Ohio

Ariane Rose Villarin v. Healthcare Facility Management, LLC, d/b/a CommuniCare Family Of Companies and WorldWide HealthStaff Solutions, LLC

Case No. 1:23-cv-0097-MRB-SKB

Class and Collective Action Notice



Authorized by the U.S. District Court

Are you a foreign-trained nurse who was sponsored by CommuniCare in the immigration process between February 17, 2013 and October 13, 2025?

There is a \$1,000,000 settlement of a lawsuit against CommuniCare and WorldWide HealthStaff Solutions.

You may be entitled to money.

To learn more about this settlement, read this notice or scan the QR code above to access the settlement website.

Important things to know:

- If you take no action, any ruling from the Court will apply to you, and you will not be able to sue Healthcare Facility Management, LLC, d/b/a CommuniCare Family of Companies and WorldWide HealthStaff Solutions, LLC ("Defendants") about the same issues.

- But, if you take no action as to the collective, you will not be eligible to receive additional money. To receive additional funds, you must return [\[link to collective opt-in\]](#)
- If you have questions or need assistance, please call [\[phone number\]](#)
- You can learn more at: [\[website\]](#).

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About This Notice

Why did I get this notice?

This notice is to tell you about the settlement of a class and collective action lawsuit, *Ariane Rose Villarin v. Health Care Facility Management, LLC d/b/a CommuniCare Family of Companies, et al.*, brought on behalf of all foreign-trained registered nurses sponsored by CommuniCare through the immigration process from February 17, 2013 through October 13, 2025. **You received this notice because CommuniCare and WorldWideWorldWide’s records identify you as a member of the group of people affected, called the “class.”** This notice gives you a summary of the terms of the proposed settlement agreement, explains what rights class members have, and helps class members make informed decisions about what action to take.

What do I do next?

Read this notice to understand the settlement and to determine if you are a class member. Then, decide if you want to:

Options	More information about each option
Do Nothing	Get a payment (but not payment on a Fair Labor Standards Act claim – see below for that). The amount you receive will be based on the length of time you worked for CommuniCare. The longer you worked, the higher your amount will be. You will also give up rights

	<p>resolved by settlement.</p> <p>If you have already paid money to CommuniCare in connection with resigning before the end of your contract, you will receive approximately half of that amount back.</p> <p>You may also benefit from changed practices. If you currently owe money to CommuniCare or WorldWide Staffing for resigning before the end of your contract, you will not have to pay. If you are a current employee and if, in the future, you resign before the end of your contract, you will not owe money. Further details about the changes that would benefit you are provided in the section "Learning About the Settlement" below.</p>
<p>Submit an Opt-In Form by DATE to receive additional payment</p>	<p>Receive the benefits described above, and also receive more money (by approximately 10%) for your non-reimbursement share of the Settlement. See the section "How much will my payment be?" below.</p> <p>Give up right to bring Fair Labor Standards Act (FLSA) and related state wage & hour claims resolved by this Settlement. See the section "What am I giving up to stay in the Settlement Class and/or to join the Settlement Collective?" below.</p>
<p>Opt Out</p>	<p>Get no payment and you may not benefit from some of the changed practices.</p> <p>Retain the right to bring any claims you may have against Defendants.</p> <p>See the section "Opting Out" below.</p>
<p>Object</p>	<p>Tell the Court why you don't like the settlement. You cannot object if you opt out.</p> <p>See the section "Objecting" below.</p>

Read on to understand the specifics of the Settlement and what each choice would mean for you.

What are the most important dates?

Your deadline to opt-in for additional payment: **[date]**

Your deadline to object or opt out: **[date]**

Settlement approval hearing: **[date]**

Your deadline to submit a claim form: **[date]**

Learning About the Lawsuit

What is this lawsuit about?

This lawsuit is brought by Plaintiff Ariane Rose Villarin against Healthcare Facility Management, LLC, d/b/a CommuniCare Family of Companies and WorldWide Healthstaff Solutions, LLC. The lawsuit is brought on a class action basis and a collective action basis.

The lawsuit involves Defendants' alleged employment practices, including claims relating to the contracts between CommuniCare/WorldWide and Healthcare Workers, the legality and enforceability of certain provisions in those contracts (including, in certain instances, Healthcare Workers' payments to CommuniCare/WorldWide under those contracts).

Where can I learn more?

You can get a complete copy of the proposed settlement and other key documents in this lawsuit at: [\[website\]](#)

What is the position of CommuniCare and WorldWide?

CommuniCare and WorldWide dispute the allegations in the lawsuit and deny any wrongdoing. They have entered this Settlement to avoid the further time and expense of ongoing litigation.

Why is there a settlement in this lawsuit?

In October 2025, the parties agreed to settle, which means they have reached an agreement to resolve the lawsuit. Both sides want to avoid the risk and expense of further litigation.

The Settlement is on behalf of the nurse who brought the case and all members of the settlement class. The Court has not decided this case in favor of either side, nor that anyone could recover any certain amount in this litigation

If approved, the Settlement will stop the lawsuit from being litigated any further. If the case continued to be litigated, there is a possibility that Defendants would prevail and the Settlement Class and Collective would receive nothing. There is also the possibility that Defendants would be required to pay more than they have agreed to pay under the Settlement.

Class Counsel investigated the facts and applicable law regarding the claims and defenses. The parties engaged in lengthy and arms' length negotiations to reach this Settlement. The Class Representatives and Class Counsel believe that the proposed Settlement is fair, reasonable, and adequate and in the best interests of the Class and Collective.

What is a class action settlement?
 A class action settlement is an agreement between the parties to resolve and end the case. Settlements can provide money to class members and changes to the practices that the plaintiff allege caused harm to class members.

Has the Court determined that Plaintiffs or Defendants Have Won?

No. This is a settlement, which means the parties have resolved the matter before the Court has entered a judgment deeming any party the "winner."

What happens next in this lawsuit?

The Court will hold a Fairness hearing to decide whether to approve the Settlement. The hearing will be held at:

Where: U.S. District Court for the Southern District of Ohio, Courtroom _____, 100 East Fifth Street, Cincinnati, OH 45202

When: [time] on [date].

The Court has directed the parties to send you this notice about the proposed settlement. Because the settlement of a class action decides the rights of all members of the proposed class, the Court must give final approval to the settlement before it can take effect. Payments will only be made if the Court approves the settlement.

You don't have to attend, but you may at your own expense. You may also ask the Court for permission to speak and express your opinion about the settlement. If the Court does not approve the settlement or the parties decide to end it, it will be void and the lawsuit will continue. The date of the hearing may change without further notice to members of the class. To learn more and confirm the hearing date, go to [website].

Learning About the Settlement

What does the Settlement provide?

CommuniCare and WorldWide have agreed to pay a total of \$1,000,000 to resolve this case.

If you have paid Defendants any money in connection with resigning before the end of your contract, you will receive approximately half of that money back. A total of 55 class members will benefit from this relief, which for all of these class members will total \$309, 268.

The balance of the settlement amount, after payment of Class Counsel's expected costs and fees, will be distributed through this Settlement in this Litigation to all Class Members after reduction for any Court-approved amounts for the lawyers and the Plaintiff who brought this case.

The amount you receive will be based on how long you worked for Defendants. The longer you worked, the more you will receive. Additionally, if you are eligible to opt into the Settlement Collective and do so, the amount you will receive (excluding any reimbursement of amounts paid to CommuniCare) will be increased by approximately 10%. You must return the opt-in form in order to get this additional money. *Please note that your check will be accompanied by a Form 1099*

and Form W-2. Neither Defendants nor Class Counsel are providing you tax advice through this Settlement, so you will be responsible for seeking your own tax and/or accounting advice regarding your tax obligations.

In addition, as part of the settlement, Defendants have agreed to fully forgive all outstanding amounts claimed or that could be claimed to be owed by Settlement Class members to Defendants—including both former and current nurses—due to a nurse’s decision to end their employment with CommuniCare prior to the end of the contractual term in their contracts with Defendants. Defendants shall not seek to enforce any “repayment” provisions in their contracts, or to recover or collect any amount of money damages or penalties from Settlement Class members, due to the decision to end employment with Defendants prior to the end of their contracts.

This means that the settlement provides the following additional benefits to class members, which Defendants have valued at over \$1.2 million in relief from alleged debt:

- **You will not be required to pay Defendants any money in connection with you leaving your job before the end of your contract, even if Defendants have previously said that you do owe money.**
- If, as of October 13, 2025, you were a current employee, you will benefit from changed practices. Specifically, **if you resign prior to the end of your contract, you will not have to pay Defendants.**

This is just a summary of the benefits that are available through the Settlement. Please refer to the full Settlement Agreement linked [here](#) for all details.

How do I know if I am part of the settlement?

If you received a Postcard or Email Notice, Defendants’ records indicate that you are a current or former employee as of October 13, 2025. This means that you are a registered nurse sponsored by CommuniCare through the immigration process from February 17, 2013 through October 13, 2025.

If you received a Postcard or Email Notice, Defendants’ records indicate that you are also eligible to become a member of the FLSA

Settlement Collective and receive an additional payment if your Postcard Notice included a tear-off FLSA Consent and Release Form or if you worked for CommuniCare or WorldWide at any point between February 17, 2013 and October 13, 2025. To receive that payment, you must submit (by mail or electronically) the FLSA Consent and Release Form.

How much will my payment be?

Your payment amount will depend on several factors:

- First, if you paid Defendants any money in connection with leaving before the end of your contract, you will receive approximately half of that money back. (If you did not pay Defendants any such money, you will not receive any such repayment.)

Second, whether or not you paid Defendants money in connection with ending your contract early, you will receive an additional amount to compensate you for the claims raised in this case, which will be based on how long you worked for Defendants. The longer you worked, the more you will receive. Additionally, if you are opt into the Settlement Collective, the amount you receive for this portion of your payment will be increased by approximately 10%.

- If you do not join the Settlement Collective, you will still receive payment if the Court approves the Settlement (unless you opt out of the Settlement Class). Your payment will just be a lower amount.

What am I giving up to stay in the Settlement Class and/or to join the Settlement Collective?

If the Court approves this Settlement, then when the Settlement becomes effective, all Settlement Class Members who have not timely and properly opted out of the Settlement Class will release CommuniCare, WorldWide, and each of their (as applicable) affiliated/related parties and individuals from the following claims:

Any and all claims raised on behalf of the Class in the Litigation and any and all claims of any conceivable kind or nature whatsoever that

are based on the Class claims made in the Second Amended Complaint or reasonably related thereto. Without limiting the foregoing, this release includes a release of each entity within the CommuniCare Family of Companies and WorldWide Family of Companies, as well as owners, agents, employees, insurers and reinsurers, officers, directors, attorneys and all related individuals. If you opt into the Settlement Collective, you will also release Defendants (and all affiliated/related parties and individuals) from FLSA claims (and any parallel state wage and hour claims) raised on behalf of the Collective in the Litigation (alleged failure to pay all compensable hours, alleged failure to pay overtime compensation for work performed during meal periods and during off-the-clock hours, alleged demand that the Settlement Collective Members pay an unlawful kickback, alleged failure to pay at least the minimum wage “free and clear” in each workweek, and alleged failure to record all time worked). Without limiting the foregoing, this release includes a release of each entity within the CommuniCare Family of Companies and WorldWide Family of Companies, as well as owners, agents, employees, insurers and reinsurers, officers, directors, attorneys and all related individuals. Settlement Collective Members will not be eligible to recover any damages or other relief related to such FLSA claims from either Defendant or any affiliated entity.

This release may affect your rights, and may carry obligations, in the future. To view the full terms of this release that are contained in the Settlement Agreement, as well as the operative Second Amended Complaint and other related documents, please click [here](#).

Deciding What to Do

How do I weigh my options?

You have four options. You can stay in the settlement and submit a claim for additional compensation, you can opt out of the settlement, you can object to the settlement, or you can do nothing. This chart shows the effects of each option:

	Do Nothing	Submit an Opt-In Form	Opt out	Object
Can I receive settlement money if I . . .	YES	YES	NO	YES
Can I receive additional settlement money if I . . .	NO	YES	NO	NO
Am I bound by the terms of this lawsuit if I . . .	YES	YES	NO	YES
Can I pursue my own case if I . . .	NO	NO	YES	NO
Will the class lawyers represent me if I . . .	YES	YES	NO	NO

Receiving a Payment

How can I get a payment?

Settlement payments will be made via check or—if you used direct deposit while you worked for CommuniCare—to the last bank account you had on file with CommuniCare. If you would like to receive payment in a different way (i.e., to a different bank account, or via Zelle) you must elect a new payment method by clicking [here](#) or by contacting the Settlement Administrator at [\[phone\]](#) or [\[email\]](#).

If you have moved since you worked for CommuniCare, you can also update your mailing address to receive your check by clicking [\[here\]](#).

How do I opt into the FLSA Settlement Collective and receive additional money?

Settlement Class Members who are eligible to become part of the Settlement Collective and do so by returning or electronically submitting the FLSA Opt-In and Release Form will receive a larger payment than those who do not submit the form. To become part of the Collective, you must fill out and mail or submit the form that was mailed to you. The form is also available and can be filled out online [here](#). If you mail the form, it must be postmarked by [\[DATE\]](#). If you submit the form electronically, you must do so by [\[DATE\]](#).

Do I have a lawyer in this lawsuit?

In a class action, the court appoints class representatives and lawyers to work on the case and represent the interests of all the class members. For this settlement, the Court has appointed the following individuals and lawyers.

Your lawyers: Kakalec Law PLLC (Patricia Kakalec), Katz Banks Kumin LLP (Hugh Baran), The Law Office of Magen Kellam, The Law Firm of Shihab & Associates (Gus M. Shihab) and Towards Justice (Juno Turner) **have been appointed as Class Counsel.**

These are the lawyers who negotiated this settlement on your behalf.

If you want to be represented by your own lawyer, you may hire one at your own expense.

Do I have to pay the lawyers in this lawsuit?

Lawyers' fees and costs will be paid from the Settlement Fund. **You will not have to pay the lawyers directly.**

To date, your lawyers have not been paid any money for their work or the expenses that they have paid for the case. To pay for some of their time and risk in bringing this case without any guarantee of payment unless they were successful, your lawyers will request, as part of the final approval of this Settlement, that the Court approve a payment of up to \$338,100 total in attorneys' fees and reimbursement of out-of-pocket expenses and costs of settlement administration up to \$25,000.

Lawyers' fees and expenses will only be awarded if approved by the Court as a fair and reasonable amount. You have the right to object to the lawyers' fees even if you think the settlement terms are fair.

Your lawyers will also ask the Court to approve a service payment of \$15,000 to the Class Representative Ariane Rose Villarin for the time and effort she contributed to the case. If approved by the Court, the Service Award will be paid from the Settlement Fund.

Opting Out

What if I don't want to be part of this settlement?

You can opt out. If you do, you will not receive payment and cannot object to the settlement. However, you will not be bound or affected by anything that happens in this lawsuit and may be able to file your own case. You cannot exclude yourself from the program changes called for by the proposed settlement.

How do I opt out?

To opt out of the settlement, you must complete the opt out form included with this notice and mail it by [date] to the Settlement Administrator at:

Atticus Administration
PO Box 64053
St. Paul, MN 55164
[Phone Number]

Be sure to include your name, address, telephone number, and signature.

Objecting

What if I disagree with the settlement?

If you disagree with any part of the settlement (including the lawyers' fees) but don't want to opt out, you may object. You must give reasons why you think the Court should not approve it and say whether your objection applies to just you, a part of the class, or the entire class. The Court will consider your views. The Court can only approve or deny the settlement — it cannot change the terms of the settlement. You may, but don't need to, hire your own lawyer to help you.

To object, you must send a letter to the Court that:

- (1) is postmarked by [date];
- (2) includes the case name and number (*Villarin v. Healthcare Facility Management, LLC*, Case No. 1:23-cv-0097-MRB-SKB)

- (3) includes your full name, address and telephone number, and email address (if you have one);
- (4) states the reasons for your objection;
- (5) says whether either you or your lawyer intend to appear at the final approval hearing and your lawyer's name;
- (6) your signature.

Mail the letter to:

Atticus Administration PO Box 64053 St. Paul, MN 55164 [Phone Number]	U.S. District Court for the Southern District of Ohio 100 East Fifth Street Cincinnati, OH 45202
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Doing Nothing

What are the consequences of doing nothing?

If you do nothing, you will get a payment and other relief, and will still be bound by the settlement and its "release" provisions. That means you won't be able to start, continue, or be part of any other lawsuit against CommuniCare, WorldWide, and each of their (as applicable) respective owners, members, officers, employees, partners, benefit plans, plan administrators, insurers, agents, attorneys, representatives, benefit plans, plan administrators, counsel, shareholders, agents, representatives, dependents, heirs, and executors, about the issues in this case. A full description of the claims and persons who will be released if this settlement is approved can be found [\[here\]](#).

Key Resources

How do I get more information?

This notice is a summary of the proposed settlement. The complete settlement with all its terms can be found here. To get a copy of the settlement agreement or get answers to your questions:

- contact your lawyers (information below)

- visit the case website at [website]
- access the Court Electronic Records (PACER) system online or by visiting the Clerk's office of the Court (address below).

Resource	Contact Information
Case website	[website]
Settlement Administrator	Atticus Administration PO Box 64053 St. Paul, MN 55164 [Phone Number]
Your Lawyers	<p>KAKALEC LAW PLLC Patricia Kakalec 80 Broad Street, Suite 703 New York, NY 10004 (212) 705-8730 Patricia@KakalecLaw.com</p> <p>KATZ BANKS KUMIN LLP Hugh Baran Susanna Barron 111 Broadway, Suite 1403 New York, NY 10006 (646) 759-4501 Baran@KatzBanks.com Barron@KatzBanks.com</p> <p>THE LAW OFFICES OF MAGEN E. KELLAM, P.A. Magen E. Kellam 808 Wiggins Pass Road, Suite 204 Naples, FL 34110 magenk@kellamlegal.com</p> <p>TOWARDS JUSTICE Juno Turner 1580 N. Logan St. Ste. 660 PMB 44465 Denver, CO 80203-1994</p>

	juno@towardsjustice.org
Court (DO NOT CONTACT)	U.S. District Court for the Southern District of Ohio 100 East Fifth Street Cincinnati, OH 45202



EXHIBIT 4
PROPOSED EMAIL NOTICE

Were you a foreign-trained registered nurse for Health Care Facility Management, LLC d/b/a Communicare Family of Companies (“CommuniCare”) sponsored by CommuniCare through the immigration process from February 17, 2013 through October 13, 2025?

If so, the settlement of the Class Action Lawsuit *Ariane Rose Villarin v. Health Care Facility Management, LLC d/b/a Communicare Family of Companies, et al.* may affect your rights.

For complete information about the Settlement and your options, visit [settlement website link] to view the full Settlement Notice, or call [phone number].

You are not being sued. This is not a solicitation from a lawyer. This email notice was authorized by U.S. District Court for the Southern District of Ohio.

Why did I get this notice?

This email notice is to tell you about the settlement of a class action lawsuit, *Ariane Rose Villarin v. Health Care Facility Management, LLC d/b/a Communicare Family of Companies, et al.* brought on behalf of all foreign-trained registered nurses sponsored by CommuniCare through the immigration process from February 17, 2013 through October 13, 2025. This settlement has been reached with both the Communicare Family of Companies (“CommuniCare”) and WorldWide HealthStaff Solutions, LLC (“WorldWide”).

You received this email notice because Communicare and WorldWide’s records identify you as a member of the group of people affected, called the “class.” You have also been mailed a notice at your last-known address. This email notice tells you how to get more information about this lawsuit, including how to access the full notice and related case documents.

What is this lawsuit about?

This lawsuit was filed on behalf of healthcare workers and claims that CommuniCare and WorldWide broke the law by requiring foreign-trained registered nurses sponsored by CommuniCare through the immigration process to pay Defendants if the nurses left before the end of their contracts. Plaintiffs allege that the contracts also resulted in damages to everyone who worked for Defendants under the contracts because they made people work longer than they otherwise would have and for lower pay.

What is the position of Communicare and WorldWide?

Communicare and WorldWide dispute the allegations in the lawsuit and deny any wrongdoing. They have entered this Settlement to avoid the further time and expense of ongoing litigation.

Why is there a settlement in this lawsuit?

In October 2025, the parties agreed to settle, which means they have reached an agreement to resolve the lawsuit. Both sides want to avoid the risk and expense of further litigation.

The settlement is on behalf of the workers who brought the case and all members of the settlement class. The Court has not decided this case in favor of either side, nor that anyone could recover any certain amount in this litigation.

Has the Court Determined that Plaintiffs or Defendants Have Won?

No. This is a settlement, which means the parties have resolved the matter before the Court has entered a judgment deeming any party the “winner.”

What does the Settlement provide?

Communicare and WorldWide have agreed to pay a total of \$1,000,000 to resolve this case.

If you paid Defendants any money in connection with resigning before the end of your contract, you will receive approximately half of that money back. A total of 55 class members will benefit from the provision of the settlement, which for all of these class members will total \$309,268.

The balance of the settlement amount, after payment of Class Counsel’s expected costs and fees, will be distributed through this Settlement in this Litigation after reduction for any Court-approved amounts for the lawyers and the Plaintiff who brought this case.

The amount you receive will be based on how long you worked for Defendants. The longer you worked, the more you received. Additionally, if you are eligible to opt into the Settlement of the claims under the Fair Labor Standards Act (the “Collective”) and you do so, the amount you will receive for your non-reimbursement share of the settlement will be increased by approximately 10%. **You must return the opt-in form in order to get this additional money.** *Please note that your check will be accompanied by a Form 1099 and Form W-2. Neither Defendants nor Class Counsel are providing you tax advice though this Settlement, so you will be responsible for seeking your own tax and/or accounting advice regarding your tax obligations.*

In addition, as part of the settlement, Defendants have agreed to fully forgive all outstanding amounts claimed or that could be claimed to be owed by Settlement Class members to Defendants—including both former and current nurses—due to any nurse’s decision to end their employment with CommuniCare prior to the end of the contractual term in their contract with Defendants. Defendants shall not seek to enforce any “repayment” provisions in their contracts, or to recover or collect any amount of money

damages or penalties from Settlement Class members, due to the decision to end employment with Defendants prior to the end of their contracts.

This means that the settlement provides the following additional benefits to class members:

- **You will not be required to pay Defendants any money in connection with you leaving your job before the end of your contract, even if Defendants have previously said that you do owe money.**
- If, as of October 13, 2025, you were a current employee of Defendants, you will benefit from changed practices. Specifically, **if you resign prior to the end of your contract, you will not have to pay Defendants.**

This is just a summary of the benefits that are available through the Settlement.

Please refer to the full notice linked [here](#) and the Settlement Agreement linked [here](#) for all details.

What happens next in this lawsuit?

The Court will hold a Fairness hearing to decide whether to approve the settlement. The hearing will be held at:

Where: U.S. District Court for the Southern District of Ohio

Courtroom 109

100 East Fifth Street

Cincinnati, OH 45202

When: [\[time\]](#) on [\[date\]](#).

The Court has directed the parties to send you this notice about the proposed settlement. Because the settlement of a class action decides the rights of all members of the proposed class, the Court must give final approval to the settlement before it can take effect. Payments will only be made if the Court approves the settlement.

You don't have to attend, but you may at your own expense. You may also ask the Court for permission to speak and express your opinion about the settlement. If the Court does not approve the settlement or the parties decide to end it, it will be void and the lawsuit will continue. The date of the hearing may change without further notice to members of the class. To learn more and confirm the hearing date, go to [\[website\]](#).

How do I get more information?

This notice is a summary of the proposed settlement. The complete settlement with all its terms can be found here. To get a copy of the settlement agreement or get answers to your questions:

- contact your lawyers (information below)
- visit the case website at [\[website\]](#)
- access the Court Electronic Records (PACER) system online or by visiting the Clerk's office of the Court (address below).

Resource	Contact Information
Case website	[website]
Settlement Administrator	Atticus Administration PO Box 64053 St. Paul, MN 55164 [Phone Number]
Your Lawyers	<p>KAKALEC LAW PLLC Patricia Kakalec 80 Broad Street, Suite 703 New York, NY 10004 (212) 705-8730 Patricia@KakalecLaw.com</p> <p>KATZ BANKS KUMIN LLP Hugh Baran Susanna Barron 111 Broadway, Suite 1403 New York, NY 10006 (646) 759-4501 Baran@KatzBanks.com Barron@KatzBanks.com</p> <p>THE LAW OFFICES OF MAGEN E. KELLAM, P.A. Magen E. Kellam 808 Wiggins Pass Road, Suite 204 Naples, FL 34110 magenk@kellamlegal.com</p>

	<p>TOWARDS JUSTICE Juno Turner 1580 N. Logan St. Ste. 660 PMB 44465 Denver, CO 80203-1994 juno@towardsjustice.org</p>
<p>Court (DO NOT CONTACT)</p>	<p>U.S. District Court for the Southern District of Ohio 100 East Fifth Street Cincinnati, OH 45202</p>

For complete information, visit [[settlement website link](#)] or call [[phone number](#)].

EXHIBIT 5

PROPOSED TEXT/WHATSAPP NOTICE

If you are a foreign-trained registered nurse who was sponsored by CommuniCare through the immigration process to work in the U.S. between February 17, 2013 and October 13, 2025, you may be entitled to receive payment as part of a class action settlement. For more information, including about how the settlement may affect your rights and your options, see the website [URL], contact the Settlement Administrator at [phone], or contact the attorneys for the class at [email] or [phone].

EXHIBIT 6

PROPOSED FLSA CONSENT AND RELEASE FORM

FLSA Opt-In and Release Form

To join the federal wage portion of this Settlement (i.e., the Fair Labor Standards portion of this Settlement) and receive the FLSA portion of your allocated settlement payment, you must fill out and submit this form by [DATE]. You can fill out this form electronically at the website that is linked from this QR Code: [code]
You can also email this form to [EMAIL], or mail this form to [ADDRESS]. If you mail the form, please make sure it is postmarked by [DATE].

I consent to make a claim under the Fair Labor Standards Act (FLSA), 29 U.S.C. § 201, *et seq.* against Health Care Facility Management, LLC d/b/a Communicare Family of Companies (“CommuniCare”) and WorldWide HealthStaff Solutions, LLC (“WorldWide”) (together, “Defendants”). I understand that submitting this form would release Defendants (as defined in the Settlement Agreement) from all FLSA claims (and any parallel state wage and hour claims) raised on behalf of the Collective in the Litigation if the Court approves the Settlement. I understand the release shall cover claims through October 13, 2025.

Signature: _____ Date (mm/dd/yy): ____ / ____ / ____

My Name (First, MI, Last): _____

The Below Fields Are Optional, But Completing May Better Ensure Your Check Is Mailed to the Correct Address

My Current Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Best Phone Number(s): _____

Best Email Address: _____

Questions? Visit [code]

Atticus Administration
PO Box 64053
St. Paul, MN 55164



0 1 2 3 4 5 6 7 8 9 0 1 0 2 0 3 0 4

Postal Service: Please do not mark barcode

EXHIBIT 7

PROPOSED PRELIMINARY APPROVAL ORDER

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO**

ARIANE ROSE VILLARIN, on behalf of herself
and all others similarly situated,

Plaintiff,

v.

HEALTH CARE FACILITY
MANAGEMENT, LLC, d/b/a
COMMUNICARE FAMILY OF
COMPANIES, *et al.*,

Defendants.

Case No. 1:23-cv-00097-MRB-
SKB

[PROPOSED] ORDER GRANTING PRELIMINARY SETTLEMENT APPROVAL

Based on Plaintiff’s Unopposed Motion for Preliminary Approval of the proposed class and collective action Settlement between Plaintiffs and Defendants, and good cause shown therein, Preliminary Approval, including Class Certification under Rule 23 and Conditional Collective Certification under the Fair Labor Standards Act (“FLSA”) for settlement purposes only, is GRANTED as set forth below in accordance with Federal Rule of Civil Procedure 23, the FLSA, and other applicable law.

1. Certification for Settlement Purposes Only. Pursuant to Federal Rule of Civil Procedure 23, the Court certifies, for settlement purposes only, the following Settlement Class and Collective:

Settlement Class: All foreign-trained registered nurses sponsored by CommuniCare through the immigration process from February 17, 2013 through October 13, 2025.

Settlement Collective: All foreign-trained registered nurses sponsored by CommuniCare through the immigration process from February 17, 2013 through October 13, 2025, and

who opt into this action to pursue claims under the Fair Labor Standards Act.

The following individuals are excluded from the Settlement Class and the Settlement Collective: Jedkreisky Malabanan, Sherra May Vega, Mary Jhane Engnan, Jeddalyn Ramos, Jeffrey Banayat, and Arman Candelaria.

2. In connection with certification, the Court makes the following findings for settlement purposes only:

- a. The Settlement Class is so numerous that joinder of all members is impracticable;
- b. There are questions of law or fact common to the Settlement Class for purposes of determining whether this Settlement should be finally approved;
- c. The Class Representative's claims are typical of the claims being resolved through the proposed Settlement;
- d. The Class Representative and their counsel are capable of fairly and adequately protecting the interests of the Settlement Class Members in connection with the proposed Settlement;
- e. Common questions of law and fact predominate over questions affecting only individual persons in the Settlement Class, making the Settlement Class sufficiently cohesive to warrant settlement by representation; and
- f. Certification of the Settlement Class is superior to other available methods for the fair and efficient resolution of the claims of the Settlement Class.
- g. The requirements of Fed. R. Civ. P. 23(b)(2) are met because the relief agreed to is appropriate respecting the class as a whole.

- h. Based on the preliminary showing of counsel, the Putative Settlement Collective Members are similarly situated for the purpose of notice.
3. Class Counsel. Kakalec Law PLLC, Katz Banks Kumin LLP, the Law Offices of Magen E. Kellam, P.A., Towards Justice, and The Law Firm of Shihab & Associates, Co., LPA are hereby APPOINTED as Class Counsel.
4. Class Representative. Ariane Rose Villarín is hereby APPOINTED Class Representative.
5. Preliminary Approval of the Settlement is warranted because the proposed settlement is within the range of reasonableness. The Court preliminarily finds the Settlement within the range of reasonableness based on:
 - (a) the complexity, duration, and procedural posture of the Action;
 - (b) the risks and costs of continued litigation;
 - (c) the significant relief for Settlement Class Members;
 - (d) the adequacy of representation Class Representative and Class Counsel provided;
 - (e) the absence of fraud or collusion between the parties in reaching the Settlement;
and
 - (f) the equitable allocation of funds between class members.
6. Class Notice. The proposed notices are APPROVED for distribution in accordance with the Settlement Agreement. The parties are permitted to make non-substantive changes prior to distribution and posting, including to include applicable deadlines and contact information.
7. Atticus Administration LLC is APPOINTED as Settlement Administrator.
8. Opt-Outs, Opt-Ins, and Objections. Putative Settlement Class Members shall have the right to opt out or object to this Settlement pursuant to the procedures included in the Settlement

Agreement. Putative Collective Members shall have the right to opt into the FLSA portion of this Settlement. The deadline to opt in, opt out, or object is ninety (90) days from the sending of the Postcard Notice.

9. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder shall be construed as a concession or admission by Defendants in any way that the claims asserted have any merit or that this Action was properly brought as a class or collective action, and shall not be used as evidence of, or used against Defendants as, an admission or indication in any way, including with respect to any claim of any liability, wrongdoing, fault or omission by Defendants or with respect to the truth of any allegation asserted by any person.

10. In the event the Settlement does not become effective in accordance with the terms of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to become effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of before entering into the Agreement, and expressly reserve their respective rights regarding the prosecution and defense of this Action, including all available defenses and affirmative defenses, and arguments that any claim in the Action could not be certified as a class action and/or managed as a collective action.

11. Final Approval Hearing. A Final Approval Hearing is set for _____, 2026 [a date between 112 and 120 days from the date of entry of this Order, or as soon thereafter as available on the Court's calendar] at _____, at the Potter Smith U.S. Courthouse, 100 East Fifth Street, Cincinnati, Ohio 45202, Courtroom _____. The Court reserves the right to adjourn or continue the date of the final approval hearing and all dates provided for in the Agreement without further notice to Class Members or Collective Members, and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

12. The Action is stayed and all trial and any pre-trial dates are vacated, subject to further orders of the Court at the Final Approval Hearing.

Dated: _____

Honorable Michael R. Barrett
United States District Court Judge