IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO

THERESA EGAN, *et al*.,

Plaintiffs,

v.

FASTAFF, LLC, *et al.*,

Defendants.

Case No. 1:22-cv-03364-CYC

DECLARATION OF ALEXANDER T. RICKE

I, Alexander T. Ricke, declare and state as follows:

1. I am a partner at the Kansas City-based law firm Stueve Siegel Hanson LLP. I am serving as Class Counsel in the above-captioned matter. I submit this Declaration in support of Plaintiffs' Motion to Direct Class Notice and Grant Preliminary Approval of Class and Collective Action Settlement. I have personal knowledge of the facts declared herein and would competently testify to them if called to do so.

2. A true and correct copy of the parties' Settlement Agreement is attached to Plaintiffs' Motion as **Exhibit 1**. The parties' Proposed Settlement Notice is attached to the Settlement Agreement as **Exhibit A.** The parties' CAFA Notice is attached to the Settlement Agreement as **Exhibit B.**

Overview of the Claims and Litigation

3. Named Plaintiffs Theresa Egan, Brian Barker, Sabrina Budden-Wright, Taylor Berdoll, Allison Rideout, Brittany Scalia, and Jennifer Maslowsky contracted with Fastaff, LLC and U.S. Nursing Corporation (two related entities referred to throughout and in the Settlement Agreement as "Fastaff") to work short-term travel nursing assignments at hospitals around the country.

4. Fastaff paid Plaintiffs and similarly situated nurses two types of stipends—Housing and Meals and Incidentals Stipends—that were nominally for expense reimbursement because the nurses were traveling away from home for Fastaff's benefit. Because, according to Fastaff, they were expense reimbursements, Fastaff did not include them in the regular rate of pay when paying overtime pursuant to 29 U.S.C. § 207(e)(2) and state analogs. However, Plaintiffs alleged they functioned as wages and therefore should have been included in the regular rate of pay. *See e.g.*, *Clarke v. AMN Servs., LLC*, 987 F.3d 848 (9th Cir. 2021). The Court detailed the nature of the

claims and their factual basis in its class certification Order discussing Rule 23's commonality and predominance requirements. *See Egan v. Fastaff, LLC*, 2025 WL 2781227, at *7-8 (D. Colo. Sept. 30, 2025). Plaintiffs' principal allegation was that Fastaff defaulted to paying nurses stipends on a daily basis for all seven days of the week (*i.e.*, presuming they are traveling for the company's benefit and incurring expenses every day they were on assignment) but would deduct one day of stipends if the nurse missed a day of work, even though the nurse was still incurring those expenses for the company's benefit. *Id*. Plaintiffs argued this type tethering of stipends to the nurses' availability to work and quantity of work was precisely the connection at issue in *Clarke* that rendered those stipends as wages. *Clarke*, 987 F.3d at 856-58.[1]

5. Plaintiffs provide the Court with an abbreviated history of the key events across the nearly four years of litigation to show that this settlement was reached with the benefit of a full, adversarial process and with complete information as to the strengths and weaknesses of the parties' positions. Filed in December 2022, the parties worked together to set a bifurcated discovery schedule with Phase I focused on class and collective certification issues and Phase II focused on the merits. ECF No. 20. The parties also stipulated to Magistrate Judge jurisdiction at the outset of the litigation. ECF No. 22. Of course, at the time, the Magistrate Judge presiding over this case was Judge Hegarty and, upon his retirement, the case was reassigned to Judge Chung.

6. In April 2023, the parties agreed to attempt an early mediation. The preparation for the mediation was a time-consuming process. Fastaff produced class and collective-wide wage information that allowed Class Counsel to work with an outside expert to create a class-wide

[1] Plaintiffs Barker, Egan, and Berdoll also assert individual claims under what Plaintiffs refer to as the bait-and-switch contract practice theory, on which the Court denied class certification. *Egan*, 2025 WL 2781227, at *14. Those individual claims are not encompassed within the Settlement Agreement and will be the only claims remaining from the operative Complaint following approval of the Settlement Agreement.

damage model. The parties mediated with respected neutral Dina R. Jansenson of JAMS in August 2023, but the mediation was not successful. ECF No. 27.

7. Shortly thereafter, in September 2023, Plaintiffs moved for conditional collective certification. After moving for certification and through conferring with Fastaff's counsel, the parties stipulated to conditional collective certification, which the Court granted. ECF Nos. 41-42. Thereafter, several thousand Consent to Joins were filed in the case.

8. At the same time, Fastaff filed a motion to dismiss. Plaintiffs amended their Complaint in response, and Fastaff moved again. ECF Nos. 32, 37, 44. After full briefing, the Court granted in part and denied in part the motion but preserved Plaintiffs' overtime claims. *Egan v. Fastaff, LLC*, 2024 WL 719006 (D. Colo. Jan. 31, 2024).

9. Between 2024 and early 2025, the parties engaged in substantial discovery. The parties each served multiple sets of written discovery. After a meaningful meet and confer process regarding custodians and search terms, Fastaff ultimately produced more than 300,000 pages of documents, emails, data, and other forms of ESI in response to Plaintiffs' requests. Plaintiffs analyzed, searched, and reviewed this ESI and used it to depose two of Fastaff's corporate representatives on class certification issues regarding its policies and practices for calculating the regular rate, paying overtime, and paying and setting stipends. These depositions formed, in large part, the thrust of Plaintiffs' two motions for class certification—one focused on the bait-and-switch claims and one focused on the overtime claims. Plaintiffs also produced Plaintiffs Barker and Egan for depositions noticed by Fastaff as well as working with the Named Plaintiffs to respond to multiple sets of written discovery.

10. After fully briefing the two motions for class certification, the Court granted them in part and denied them in part. Plaintiffs largely prevailed in obtaining certification of the

California, New York, and New Jersey overtime classes, while the Court denied class certification of the bait-and-switch class claims. *See generally Egan*, 2025 WL 2781227.

11. After completing the notice process, one class member opted out of the classes. ECF Nos. 173, 179.

12. During Phase II discovery, Plaintiffs served targeted discovery requests to obtain the class-wide wage and hour data necessary to conduct and expert damages analysis. Class Counsel worked extensively with labor economist Dr. Armenak Markosyan to develop class and collective-wide damage models, which Plaintiffs disclosed to Fastaff on June 26, 2026. In addition, Plaintiffs served targeted discovery seeking Fastaff's contentions relevant to findings of willfulness and liquidated damages under the FLSA.

13. While this was occurring, the parties scheduled a mediation with Hon. Michael E. Hegarty (Ret.) of JAMS. The parties engaged in a lengthy back-and-forth prior to the mediation with Judge Hegarty, including exchanging mediation statements and substantive criticisms of each other's positions. The parties mediated in person with Judge Hegarty in May 2026, but, despite good faith efforts, the mediation was not successful. However, Judge Hegarty continued to engage with the parties in June, July, and into August 2026. Ultimately, after reaching impasse multiple times, Judge Hegarty made a mediator's proposal to the parties, which was accepted and resulted in the Settlement Agreement now before the Court.

14. In addition to the work in this case, Plaintiffs and Class Counsel also had to litigate related issues in two other federal district courts. First, Class Counsel became aware of parallel litigation also asserting the same overtime claims in *Rubel v. U.S. Nursing Corporation*, Case No. 1:23-cv-01664, pending in the U.S. District Court for the Eastern District of California. In May 2025, Plaintiffs filed a motion to intervene in *Rubel* invoking the first-to-file rule. *Rubel*, ECF No.

22. After conferring with the parties in *Rubel*, Plaintiffs and the *Rubel* parties reached a resolution whereby the parallel overtime claims were removed from the scope of that case and the motion to intervene was withdrawn. *Rubel*, ECF Nos. 33-34. Second, contemporaneous to public reports raising questions about financial stability of Fastaff's parent company Ingenovis Health[2], Opt-In Plaintiff Lindsey Sims filed overtime claims against Montefiore Health System in New York, which is one of Fastaff's larger clients, on a joint employer theory of liability. *See Sims v. Montefiore Health System, Inc.*, Case No. 1:26-cv-03841, Complaint, ECF No. 1 (S.D.N.Y. May 8, 2026). The *Sims* case is now stayed pending resolution of this case. *Sims*, ECF No. 14.

15. Class Counsel provide this history to demonstrate the deliberate, lengthy, and thoughtful process that resulted in the Settlement Agreement before the Court.

The Settlement is Fair, Reasonable, and Adequate

16. The complete terms of the Settlement Agreement are reflected in Exhibit 1, which is the only agreement between the parties. This Declaration summarizes important aspects of the Settlement Agreement.

17. The scope of the proposed settlement is consistent with the previously certified classes and collective. *Egan*, 2025 WL 2781227, at *14–15; ECF Nos. 41-42; Ex. 1, Settlement Agreement, §§ I.C, I.E, I.G.

18. Between the classes and collective, there are 6,619 unique nurses covered by the settlement. I note the unique number of individuals because there is significant overlap between the classes and collective (*i.e.*, many collective members are class members and many class members are members of multiple classes).

[2] https://octus.com/resources/articles/ingenovis-secures-85m-ar-facility-from-sixth-street/

19. Each class and collective member will be mailed a notice with their individual estimated payment listed.

20. The settlement creates a non-reversionary $7,000,000 common fund that will be used to pay class and collective members, the $15,000 PAGA Payment, the cost of the earlier notice programs and settlement administration (estimated to total $83,470.09)[3], $7,500 service awards to each of the seven Named Plaintiffs and Opt-In Plaintiff Sims (totaling $60,000), and Class Counsel's attorneys' fees of one-third of the settlement fund plus advanced expenses estimated to be approximately $185,000. The $7,000,000 settlement fund less amounts for service awards, attorneys' fees and expenses, and the cost of notice and settlement administration is the net fund, which Class Counsel estimates will be approximately $4,300,000. That is the amount available for distribution to class and collective members. Divided by the 6,619 unique class and collective members, the net fund will result in average estimated settlement payments of $653.15.

21. The net settlement fund is allocated first to a $15,000 PAGA Payment[4], then to $100 minimum payments to each class and collective member, and then the remainder is allocated *pro rata* among class and collective members based on each class member's individual unpaid

[3] This number includes the cost of Analytics Consulting LLC's earlier work as well, which it has carried and not invoiced to this point. First, the cost of the FLSA collective notice was $19,299.39. Second, the cost of the class notice was $10,974.70. Third, the company's bid to administer the settlement is $53,196. The total is thus $83,470.09. Based on my experience in similar cases, these are reasonable amounts. The tax reporting obligations and the tail period on transferring uncashed checks to different states' unclaimed property funds makes administration considerably more expensive. Likewise, the collective notice is more expensive than class notice because it involves processing Consent to Join forms.

[4] By statute (as it was in effect when Plaintiffs served their PAGA Notice), 75% of the PAGA Payment must be distributed to the California Labor and Workforce Development Agency, while 25% is distributed to aggrieved employees, defined in the Settlement Agreement as PAGA Group Members. Cal. Lab. Code. § 2699. Here, by definition, PAGA Group Members are all California Class Members. Ex. 1, Settlement Agreement, § I.X.

overtime as calculated by Plaintiffs' damages expert, Dr. Markosyan. Unpaid overtime for the California Class is calculated as outlined in California Division of Labor Standards Enforcement Manual (Section 49.2.4.2), which adopted the California Supreme Court's formula in *Alvarado v. Dart Container Corp*., (2018) 4 Cal.5th 542.[5] Unpaid overtime for the FLSA Collective, New York Class, and New Jersey Class is calculated consistent with Department of Labor guidance on including non-discretionary bonuses in the regular rate.[6] Each class member and collective member's settlement payment is then their proportional share of the total measured against the net settlement fund. To that end, these payments are without regard to potential enhancements like penalties, interest, or liquidated damages. The analysis also accounts for potential duplicative recoveries and eliminates duplication from the proportional split. For example, because some unpaid overtime could be both an FLSA claim and a California Class overtime for an FLSA collective member who is also California class member, that overtime is only included in the analysis once. In Class Counsel's view, this allocation is the equitable method of distributing the funds because it pays class and collective members in proportion to their likely recovery at trial while providing each individual a minimum payment off the top.

22. There is no claims process. If the settlement is approved, each class and collective member will be mailed a check for their individual settlement amount. Further, because the fund is non-reversionary, none of the money will return to Fastaff. Instead, if a class or collective member does not negotiate their settlement check after 120 days, the funds will be transferred to the state unclaimed property fund associated with that individual's last known address to be held for their benefit.

[5] https://www.dir.ca.gov/dlse/DLSEManual/dlse_enfcmanual.pdf
[6] https://www.dol.gov/agencies/whd/fact-sheets/56c-bonuses

23. The PAGA Payment is also reasonable under these circumstances. Based on the class-wide data produced by Fastaff and on which Dr. Markosyan based his damages analysis, there were potentially 11,725 pay periods with an overtime violation from one year prior to the PAGA Notice forward through the end of 2025. Assuming a $100 penalty, that equates to possibly $1,172,500 in PAGA penalties. However, Fastaff reached a PAGA settlement in *Thomson v. Fastaff, LLC*, Case No. 22-cv-395000, pending in the Super Court of the State of California for the County of Santa Clara that potentially impacts the scope of recoverable PAGA penalties. Based on Class Counsel's review of the Settlement Agreement in that case, which was approved on August 28, 2024, the recoverable penalties could be limited to August 6, 2023 (the end of the "PAGA Period" in that case) forward.[7] The operative Complaint in that case specifically mentioned failing to include payments in the regular rate of pay and the release encompassed PAGA penalties premised on overtime claims. If it were limited in that way, the number of pay periods with an overtime violation drops to 3,624, which, assuming a $100 penalty per pay period, is exposure of $326,000. In light of the meaningful recovery of actual unpaid overtime for California Class members, Class Counsel believes the $15,000 PAGA Payment allocation is an equitable allocation to those derivative penalties.

24. Based on Class Counsel's work with Dr. Markosyan, the $7,000,000 settlement fund represents approximately 27% of the $26.2M in damages scenario Class Counsel would have most likely advanced at trial. These damages reflect the deduplicated (*i.e.*, no double recovery across classes and the collective) potential liability for unpaid overtime at trial. This does not

[7] All PAGA filings are available for review on the LWDA's website: https://cadir.my.salesforce-sites.com/PagaSearch/PAGACaseDetails?id=a1Bt0000002Zx6XEAS

include the possibility of interest or enhancements. Based on the following, Class Counsel view this as a fair, reasonable, and adequate recovery.

25. There were meaningful risks absent settlement. For starters, there are the typical risks of summary judgment, trial, and appeal. However, given this case has already been on file for nearly four years, those risks and the time value of money are amplified.

26. On the merits, Fastaff argued this case was fundamentally different than the facts at issue in the Ninth Circuit's seminal *Clarke v. AMN Servs., LLC* decision. 987 F.3d 848 (9th Cir. 2021). Fastaff contended that, while the staffing company in *Clarke* deducted stipends for missed shifts, that company did so proportionally (*i.e.*, if a nurse misses one of three shifts in a week, one-third of stipends are deducted) while Fastaff deducted one day of stipends for one missed shift. Fastaff also claimed that, unlike in *Clarke*, Fastaff's nurses could not bank extra hours to offset missed shifts and preserve their stipends, nor did Fastaff have an express policy of paying local nurses stipends and acknowledge that payment was "an incentive for working the minimum required hours." *Clarke*, 987 F.3d 848, 851-52; Ricke Decl. at ¶ 25. If Plaintiffs did not prevail on these threshold legal issues, they would recover nothing.

27. On damages, a primary issue was calculating the regular rate under the California Labor Code. Plaintiffs argued damages should be calculated consistent with the California Division of Labor Standards Enforcement Manual (Section 49.2.4.2), which adopted the California Supreme Court's formula in *Alvarado v. Dart Container Corp.*, (2018) 4 Cal.5th 542. Fastaff responded that damages should be calculated based on Department of Labor guidance issued in January 2026. If Fastaff were correct, it would reduce those damages by two-thirds. Fastaff made numerous other criticisms of Plaintiffs' damage model, including that it should be limited to

workweeks where a nurse experienced a stipend reduction, which would reduce class-wide damages to approximately $1 million.

28. Plaintiffs also faced non-litigation (but no less important) risks. It is well-known that the healthcare staffing industry faced headwinds following the boom it experienced during the pandemic. Publicly available information regarding Ingenovis Health (Fastaff's parent) weighed on Class Counsel's analysis of the risks. For example, the company announced in May 2026 that it was restricting some $800 million in debt that saw lenders recovering less than 50% of their expected loan repayments.[8] This gave Class Counsel legitimate pause about whether the company could withstand a significant judgment if the classes and collective prevailed at trial. If financial condition precluded class and collective members from realizing the possible upside benefits of a verdict, then the risks of proceeding in that fashion are significantly are heightened.

29. Considering the arguments Fastaff possessed regarding liability and damages, the economic distress the company and industry faced, and the significant efforts by Judge Hegarty over many months to bring the parties to a resolution, Class Counsel believe the settlement is fair, reasonable, and adequate and should be approved.

Class Counsel's Experience Supports Finding the Settlement Agreement is Fair, Reasonable, and Adequate

30. My firm practices almost exclusively in complex litigation in state and federal courts across the country. The firm has approximately 30 attorneys who work from our Kansas City, Missouri office. The firm handles large-scale, high-stakes litigation usually on a fully contingent basis. The firm has considerable experience in litigating, trying, and resolving wage and hour disputes around the country. Through my work at the firm, I personally have served as

[8] https://www.spglobal.com/ratings/en/regulatory/article/-/view/sourceId/101688269

class and collective counsel in numerous wage and hour cases and have prosecuted them to successful conclusions. I drew upon the following experience in reaching the conclusion that this settlement is fair, reasonable, and adequate and warrants preliminary approval.

31. I am a 2012 graduate of the University of Missouri School of Law and a 2009 graduate of the University of Missouri School of Journalism. I joined Stueve Siegel Hanson in 2016 as an associate after working for several years as an associate at another Kansas City firm focused on complex litigation. I joined the firm's partnership in January 2023. During my tenure at the firm, I have taken lead roles in some of the firm's most challenging cases. I have been recognized as a Missouri & Kansas Super Lawyers Rising Star every year since 2016 and was recently recognized by Chambers USA Guide 2026 in Band 1: Labor & Employment: Mainly Plaintiffs.

32. Named one of Law360's Rising Stars for Employment in 2022 honoring top legal talent under the age of 40, I have served as lead or co-lead counsel in scores of wage and hour , ERISA, and employment class and collective actions recovering tens of millions of dollars for workers in various industries. A sample of those results includes:

a. *March v. Bank of America*, Case No. 2:23-cv-02360 (D. Kan.) ($17.5 million class settlement for Bank of America workers misclassified as exempt and non-exempt workers not paid incentives in connection with processing PPP loans during the COVID-19 pandemic approved in December 2025);

b. *Maldonado v. MGM Resorts International*, No. 1:20-cv-05599 (D.N.J.) (recovering $12.5 million for a class of casino workers asserting tip credit violations);

c. *Stewart v. Rush Street Gaming, LLC*, No. 1:20-cv-02566 (N.D. Ill) (recovering more than $9.8 million for a collective of minimum wage casino workers asserting tip credit and minimum wage violations);

d. *Lockett v. Pinnacle Entertainment, Inc.*, No. 4:19-cv-00358 (W.D. Mo.) ($6.25 million for certified class and collective settlement for tip pooling and wage deduction violations);

e. *Bartakovits v. Wind Creek Bethlehem, LLC*, No. 5:20-cv-01602 (E.D. Pa.) ($6 million class settlement for tip credit and wage deduction violations);

f. *Brown v. Rush Street Gaming, LLC*, No. 1:22-cv-00392 (N.D.N.Y.) ($5.5 million class settlement for tip credit and wage statement claims);

g. *Lipari-Williams v. Missouri Gaming Co.*, No. 5:20-cv-06067 (W.D. Mo.) ($5.5 million for certified class and collective settlement for ERISA, tip pooling, and wage deduction violations);

h. *Ruiz v. Bass Pro Group, LLC*, Case No. 6:24-cv-03122 (W.D. Mo.) ($4.95 million settlement for a class of workers under ERISA challenging purported outcome based wellness plan)

i. *Day v. PPE Casino Resort Maryland LLC*, No. 1:20-cv-01120 (D. Md.) ($3.05 million class and collective settlement for casino workers asserting tip credit and wage deduction claims);

j. *Mak v. Mount Airy #1, LLC*, Case No. 3:25-cv-00238 (M.D. Pa.) ($2.3 million class and collective settlement for casino workers asserting tip credit and tip pooling claims);

k. *James v. Boyd Gaming Corp.*, No. 2:19-cv-02260 (D. Kan.) (total settlement value of $2.3 million for certified collectives of casino workers asserting tip credit and tip pooling violations, including separate payment of attorneys' fees);

l. *Prime v. JACK Cleveland Casino, LLC*, No. 1:23-cv-02216 (N.D. Ohio) ($2.2 million settlement for a collective of casino workers asserting tip credit claims);

m. *Adams v. Aztar Indiana Gaming Co.*, No. 3:20-cv-00143 (S.D. Ind.) ($2.1 million settlement for certified class and collective asserting minimum wage violations);

n. *Trento v. Caesars Baltimore Management Company, LLC*, Case No. 1:24-cv-01483 (D. Md.) ($1.5 million class and collective settlement for casino workers asserting tip credit, tip pooling, and wage deduction claims);

o. *MacMann v. Tropicana St. Louis, LLC*, No. 4:19-cv-00404 (E.D. Mo.) (recovering total settlement value of $1.3 million for certified classes and collectives of casino workers asserting tip credit, overtime, timeclock rounding, and wage deduction claims, including separate payment of attorneys' fees).

p. *Schottelkotte v. Hard Rock Casino Cincinnati, LLC*, Case No. A2505381 (Hamilton County Ohio, Court of Common Pleas) (recovering $1,200,000 collective action settlement fund for casino workers asserting tip credit claims).

q. *Rosa v. Tropicana Atlantic City Corp.*, No. 1:20-cv-06969-CPO (D.N.J.) (recovering total settlement value of $1,097,500 for a certified collective of approximately 200 tipped casino workers, including separate payment of attorneys' fees.);

r. *Perry v. Kansas Star Casino*, Case No. 24-1183 (D. Kan.) (obtaining a $981,000 common fund settlement for a collective of 500 table games dealers in lawsuit alleging tip pooling violations).

s. *Louthain v. The Missouri Gaming Company, LLC*, Case No. 24-06060 (W.D. Mo.) (recovering a $326,061 common fund for 23 slot attendants forced to share tips with managers and supervisors representing 100% of misallocated tips).

33. I have developed considerable experience in issues surrounding the American gaming industry's use of the tip credit and tip pools to pay sub-minimum wage casino workers. Across those cases, I have recovered more than $75 million for workers. Federal judges have complimented my work and that of my firm in those cases. *Mak v. Mount Airy #1, LLC*, 2026 WL 510421, at *3 (M.D. Pa. Feb. 24, 2026) ("Class Counsel is uniquely skilled and efficient in prosecuting casino wage and hour cases."); *Bartakovits v. Wind Creek Bethlehem LLC*, 2022 WL 702300, at *3 (E.D. Pa. Mar. 7, 2022) (also noting Stueve Siegel Hanson is "is uniquely skilled and efficient in prosecuting casino wage and hour cases"); *James v. Boyd Gaming Corp*., 2022 WL 4482477, at *15 (D. Kan. Sept. 27, 2022) ("counsel here is quite skilled in litigating wage and hour cases. The two law firms representing the collective members have extensive experience in this area of law. This skill and experience most likely contributed to their success in securing conditional certification of the two collectives and resolving the litigation through a settlement that provides significant benefits to collective members.").

34. In addition to my wage and hour work, I have litigated complex commercial, product liability, and privacy matters to successful conclusions. For example, in 2022, I (along with my partners) secured a settlement on the eve of trial for a certified class of Missouri

governmental entities valued at $56 million that provided for the removal and replacement of what the class alleged were dangerous and defective guardrail end terminals throughout the State of Missouri. This case received significant media attention because it was, to my knowledge, the first successful resolution of non-personal injury claim against Trinity for the cost of removing and replacing these devices.[9] The settlement was recognized as a top three settlement in the State of Missouri in 2022.[10]

35. In addition to my trial court experience, I have meaningful experience in complex appellate work. I recently argued *Platt v. Sodexo, S.A.* at the Ninth Circuit. The Court's published opinion largely affirmed the trial court's findings that ERISA does not preempt the Federal Arbitration Act's mutual consent and contract formation requirements and also found that the effective vindication doctrine precludes waivers of representative actions under ERISA. *Platt v. Sodexo, S.A.*, 148 F.4th 709 (9th Cir. 2025). These are important new precedents within the Ninth Circuit.

36. I also speak at conferences on class action and wage and hour issues. I recently spoke at the 2025 Annual ABA Section of Labor and Employment Law Conference in Denver as a panelist on a deposition skills presentation titled "The Art of and Authority for Successful Depositions" where I provided the perspective of a plaintiff's lawyer. I was also recently a panelist providing the perspective of the plaintiff on class action basis at the 2026 Kansas City Metropolitan Bar Association's Bench-Bar Conference.

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[9] Nate Raymond, *Trinity Industries Reaches Settlement Worth $56 Million in Missouri Guardrail Case*, Reuters (June 1, 2022), https://www.reuters.com/legal/government/trinity-industries-reachessettlement-worth-56-million-missouri-guardrail-case-2022-05-31/.

[10] Staff Report, *Missouri Lawyers Media Top V&S Winners of 2022 Announced* (Jan. 10, 2023), https://molawyersmedia.com/2023/01/10/missouri-lawyers-media-top-vs-winners-of-2022-announced/.

37. Further, Stueve Siegel Hanson is one of the few firms to have tried multiple class and collective actions to a jury. In the wage and hour context, Stueve Siegel Hanson lawyers tried a class and collective action on behalf of meat packers at a Tyson plant for unpaid time spent "donning and doffing" required clothing and equipment. After the jury returned a verdict for the workers, Judge Marten (Ret.) of the District of Kansas observed of the wage and hour lawyers at Stueve Siegel Hanson that "it appears that plaintiffs' counsel's experience in wage hour class actions has unmatched depth." *Garcia v. Tyson Foods, Inc*., 2012 WL 5985561, at *4 (D. Kan. Nov. 29, 2012), *aff'd*, 770 F.3d 1300 (10th Cir. 2014).

38. In recent years, Stueve Siegel Hanson lawyers have tried other class actions resulting in seven, eight, and nine-figure verdicts. In June 2017, Stueve Siegel Hanson, as MDL co-lead counsel, tried a bellwether class action *In re: Syngenta AG MIR162 Corn Litigation*, No. 14-MD-2591-JWL (D. Kan.), and secured a verdict of $217,700,000 on behalf of Kansas corn farmers, which was ultimately resolved as part of a nationwide settlement. In 2018, the firm tried and secured a $34,000,000 class action verdict on behalf of approximately 24,000 State Farm life insurance policy holders in *Vogt v. State Farm Life Insurance Co*., No. 16:4170-CV-C-NKL (W.D. Mo.), which was affirmed on appeal by the Eighth Circuit. *Vogt v. State Farm Life Ins. Co*., 963 F.3d 753 (8th Cir. 2020), *cert. denied*, 141 S. Ct. 2551 (2021). In December 2022, Stueve Siegel Hanson lawyers secured a $28,360,000 verdict on behalf of a Missouri class of Kansas City Life Insurance policy holders in, which was affirmed on appeal. *Karr v. Kansas City Life Ins. Co*., 2024 WL 4280503 (Mo. Ct. App. Sept. 24, 2024), *reh'g and/or transfer denied* (Oct. 29, 2024). In 2023, the firm tried another class action on behalf of Missouri policy holders against Kansas City Life Insurance Company and recovered a verdict over $4,000,000 in *Sheldon v. Kansas City Life Insurance Co*., No. 1916-cv-26689, in the Circuit Court of Jackson County, Missouri.

39. I note these recoveries and this experience simply to highlight that Class Counsel possess a meaningful perspective on what constitutes a fair, reasonable, and adequate settlement.

40. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed October 23, 2026, in Kansas City, Missouri.

/s/Alexander T. Ricke
Alexander T. Ricke