

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS**

CHAD CARSON, et al.,

Plaintiffs,

v.

BANK OF BLUE VALLEY, INC.

Defendant.

CIVIL ACTION

No. 04-2507-CM

NOTICE OF COLLECTIVE ACTION:
NOTICE OF SETTLEMENT AND FINAL APPROVAL HEARING

TO: _____

RE: Settlement of Claims for Alleged Unpaid Overtime Compensation and All Related Claims for Relief

**THIS NOTICE MAY AFFECT YOUR RIGHTS; PLEASE READ IT CAREFULLY. YOU
MAY BE ENTITLED TO MONEY FROM THIS SETTLEMENT.**

PLEASE DO NOT CONTACT THE COURT CLERK REGARDING THIS MATTER.

I. INTRODUCTION

This Notice of Settlement is to inform you that Bank of Blue Valley, Inc. ("BBV" or "Defendant") has agreed to settle an overtime pay collective action lawsuit filed by Plaintiffs claiming that BBV violated the Fair Labor Standards Act ("FLSA") by failing to pay overtime compensation to loan originators employed by Bank of Blue Valley, Inc. between November 17, 2003 and October 15, 2004 (collectively "Loan Originators"). This Notice is to inform you about the status of the lawsuit, including your right to receive a share of the settlement funds.

II. DESCRIPTION OF THE LAWSUIT

On October 12, 2004, Plaintiffs filed a Fair Labor Standards Act ("FLSA") collective action complaint in the United States District Court for the District of Kansas on behalf of themselves and all similarly situated loan originators employed by BBV alleging violations of the FLSA and seeking back pay for non-payment of overtime wages, interest, liquidated damages and attorneys' fees.

BBV denied and continues to deny the allegations in Plaintiffs' Complaint and contends that its policies and practices regarding compensation and classification of loan originators were proper and in compliance with the law at all times. BBV wishes to settle this litigation, however, to avoid costly, disruptive, and time-consuming litigation and does not admit to any wrong-doing or liability.

The named Plaintiffs have consulted with their counsel and recognize the risks inherent in this litigation. As such, the named Plaintiffs have negotiated a settlement that provides for direct monetary payments to the potential Plaintiffs in this action.

The attorneys for Plaintiffs believe that the Settlement described below is fair, adequate, reasonable, and in the best interests of the Settlement Class. This Notice is being sent to you because BBV's records

indicate that you were employed as a loan originator between November 17, 2003 and October 15, 2004 and have not yet opted-in to this case. As such if you elect to participate in this Settlement and the Settlement is finally approved by the Court, you will receive a payment in the gross amount of \$_____. **To obtain payment under this Settlement, potential Plaintiffs, like you, must fully complete and timely return the Confidential Settlement Agreement and Release attached to this Notice.**

III. SETTLEMENT

After analyzing and reviewing the factual and legal bases for the claims presented in this action, the named Plaintiffs have recognized that there would be risks and delays inherent in the further litigation of this matter. Similarly, although BBV has not admitted any wrong-doing, it too recognizes the risks and expenses associated with litigation. For these reasons, the parties agreed to explore a possible resolution to this matter, and they have now reached a settlement which is subject to final court approval and other conditions.

Through this Settlement, all Settlement Plaintiffs shall receive their pro-rata portion of the Settlement Fund of \$130,000, after payment of attorneys' fees and costs. The individual settlement amounts were determined and will be distributed pro rata based on the total number of weeks each class member worked between November 17, 2003 and October 15, 2004.

A portion of the Settlement Payment will be considered wages and shall be subject to the withholding of all applicable local, state, and federal taxes. Each person who elects to join in this Settlement will receive a W-2 for that portion of the payment designated as wages and taxes will be withheld at the rate required by law. The remainder of the Settlement Payment will be designated as settlement of claims for alleged liquidated damages, and will be paid in a separate check without any deduction for taxes or other withholdings. BBV will issue a Form 1099 for payment in settlement of the claims for alleged liquidated damages.

Under this settlement, Plaintiffs' Counsel will recover compensation from the Settlement Fund. Participating Plaintiffs will not be required to make any payments to Counsel for attorneys' fees or other litigation costs from their individual settlement amounts.

Potential Plaintiffs, such as you, have two options in responding to this Notice:

- 1. To participate in this Settlement and obtain the gross Settlement Payment set forth above you must properly execute and timely return the Confidential Settlement Agreement and Release attached to this Notice. This form must be returned to:**

**Stueve Siegel Hanson Woody, LLP
330 W. 47th Street, Suite 250
Kansas City, Missouri 64112**

no later than [insert date], which is forty-five (45) days from the date of mailing this notice, for you to participate in this Settlement. By executing this Confidential Settlement Agreement and Release, you will release and waive any claims for unpaid wages which were earned and/or due you for work performed during any and all periods of your employment

prior to October 15, 2004. Please see Section V of this Notice for further details.

- 2. If you do not complete and timely return the Confidential Settlement Agreement and Release attached to this Notice you will not be a part of this action and you will not be subject to the judgment. The lawsuit and settlement will have no affect on you.**

IV. PRELIMINARY COURT APPROVAL AND HEARING

Pursuant to the Settlement Agreement between the named Plaintiffs and BBV, the Court conditionally approved the settlement of this matter as a collective action. In addition, the Court ordered the Parties to mail this Notice to all Potential Plaintiffs (i.e., all individuals such as you who may be eligible to participate in this Settlement but are not currently parties to the litigation). This conditional approval order does not reflect the Court's opinion on the merits of any claim or defense raised by the Parties. A full copy of this certification order as well as other public documents filed with regard to this matter can be inspected and copied in the Office of the Court Clerk or can be obtained from Plaintiffs' counsel. Please see Section VI of this Notice for further details.

V. SCOPE OF THE RELEASE FOR PARTICIPATING PLAINTIFFS

As set forth above, in order to participate in this Settlement and receive payment you must execute the Confidential Settlement Agreement and Release attached hereto and return it in the manner and timeframe set forth in this Notice. If you do so, you will opt-in to this lawsuit as a plaintiff and become eligible for payment under the Settlement Agreement. In addition, by executing and returning this form, you shall be deemed to have released, waived and forever discharged BBV and affiliated persons and entities of and from any and all claims, rights, or causes of action of any nature or kind whatsoever under federal, state, or other applicable law, whether known or unknown, for unpaid wages which were earned and/or due you or that arise in any way as a result of matters involving wage and hour claims relating in any way to their employment with BBV, including, but not limited to, those claims, and/or counterclaims that were filed or could have been filed in the above-captioned lawsuit for work performed during any and all periods of your employment until October 15, 2004.

VI. HEARING ON SETTLEMENT

The Court will hold a hearing on final approval of this Settlement on **Tuesday, April 25, 2006 at 9:30 a.m.** before The Honorable Judge Carlos Murguia of the United States District Court for the District of Kansas, U.S. Courthouse, 500 State Avenue, Kansas City, Kansas 66101.

If the Settlement Agreement is not approved by the Court at this final appeal hearing, the conditional settlement will be voided and no money will be paid.

VII. QUESTIONS

All potential plaintiffs who have not already opted-in to this litigation will receive this Notice. Questions about the lawsuit and settlement should be directed to counsel: George A. Hanson or Virginia Stevens Crimmins, Stueve Siegel Hanson Woody LLP, 330 W. 47th Street, Suite 250, Kansas City, Missouri 64112 (800-714-0360) (hanson@sshwlaw.com or crimmins@sshwlaw.com).

VIII. CORRECTIONS TO NAME OR ADDRESS

If, for any future references and mailings, you wish to change the name or address listed on the envelope in which this Notice was sent, please complete, execute and mail the form entitled "Change of Name and Address Information" attached to this Notice.

CHANGE OF NAME AND ADDRESS INFORMATION FORM

Name: _____

Prior Name(s): _____

Current Address: _____

Former Address: _____

Current Contact Information:

Home: _____ **Work:** _____

Cell: _____ **Email:** _____

Date: _____

Signature: _____

Printed Name: _____