

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

SUPERIOR COURT DEPARTMENT
C.A. No. 1981CV01957

_____)
MICH KAREN PIERRE LOUIS, Individually and)
On behalf of all others similarly situated)
others similarly situated,)
) **RECEIVED**
Plaintiff,) 6/6/2022
)
v.)
)
BAYADA HOME HEALTH CARE, INC.,)
DAVID BAIADA and J. MARK BAIADA,)
Defendants.)
_____)

JOINT MOTION FOR APPROVAL OF CLASS ACTION SETTLEMENT

Plaintiff, Mich Karen Pierre Louis (“Plaintiff”) and Defendants BAYADA Home Health Care, Inc., David Baiada, and J. Mark Baiada (“Defendants”), by and through their undersigned counsel of record, hereby move for entry of an order granting final approval of the proposed Settlement in the form of the Final Judgment and Order of Dismissal with Prejudice, a copy of which is submitted herewith as **Exhibit A**.

The grounds for this motion are set forth in the accompanying memorandum of law. This Motion is also supported by the Declaration of David Pastor, the Declaration of Richard B. Reiling, and the Declaration of Mich Karen Pierre Louis, filed contemporaneously herewith.

Dated: June 6, 2022

Respectfully submitted,

PASTOR LAW OFFICE, LLP

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Counsel for Plaintiff

Counsel for Defendants

CERTIFICATE OF SERVICE

I hereby certify, under penalty of perjury, that on June 6, 2022, I caused copies of the foregoing Joint Motion for Approval of Settlement to be served via email upon counsel for Defendants as follows:

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/s/ David Pastor

David Pastor

EXHIBIT A

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

SUPERIOR COURT
DEPARTMENT

)
MICH KAREN PIERRE LOUIS, Individually and)
On behalf of all others similarly situated)
others similarly situated,)
)
Plaintiff,)
)
v.)
)
BAYADA HOME HEALTH CARE, INC.,)
DAVID BAIADA and J. MARK BAIADA,)
Defendants.)

Case No. 1981CV 01957

[PROPOSED] FINAL JUDGMENT AND ORDER
OF DISMISSAL WITH PREJUDICE

On the ___ day of _____, 2022, a hearing having been held before this Court to determine: (1) whether the terms and conditions of the Class Action Settlement Agreement and Release dated December 30, 2021 (the “Agreement”) are fair, reasonable, and adequate for the settlement of all claims asserted by Plaintiff Mich Karen Pierre Louis (“Plaintiff”) and the Settlement Class against Defendants BAYADA Home Health Care, Inc. (“Bayada”), David Baiada, and J. Mark Baiada (collectively, “Defendants”) in the above-captioned action now pending in this Court (the “Action” or the “Litigation”), including (1) whether the release of Defendants and the other Released Parties should be approved; (2) whether judgment should be entered dismissing the Action on the merits and with prejudice; (3) whether and in what amount to award Plaintiff’s Counsel fees and reimbursement of expenses; and (4) whether to approve the proposed incentive award for the named Plaintiff. The Court having considered all matters

submitted to it at the hearing and otherwise; and it appearing that a notice of the hearing substantially in the form approved by the Court was sent to all Bayada employees who provided home care services on Bayada's behalf in Massachusetts and who had deductions reflected on their paper earnings statements that were not properly itemized on such paper earnings statements from January 1, 2018, through August 2, 2019; and the Court having considered and determined the fairness and reasonableness of the award of attorneys' fees and expenses requested and the proposed Plaintiff's incentive award; and all capitalized terms used herein having the meanings as set forth and defined in the Agreement.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. This Judgment incorporates by reference the definitions in the Agreement, and all terms used herein shall have the same meanings as set forth in the Agreement. The Court has jurisdiction over the subject matter of the Action, Plaintiff, all Settlement Class Members, and Defendants.

2. The Court finds that the prerequisites for a class action under Massachusetts Rules of Civil Procedure Rule 23(a) and (b) have been satisfied in that: (a) the number of Settlement Class Members is so numerous that joinder of all members thereof is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the claims of the Settlement Class Representative are typical of the claims of the Settlement Class she seeks to represent; (d) the Settlement Class representative and Plaintiff's Counsel have and will fairly and adequately represent the interests of the Settlement Class; (e) the questions of law and fact common to the members of the Settlement Class predominate over any questions affecting only individual members of the Settlement Class; and (f) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

3. For the purposes of this Settlement only, the Action is hereby certified as a class action under Rule 23(a) and (b) of the Massachusetts Rules of Civil Procedure, consisting of all Bayada employees who provided home care services on BAYADA's behalf in Massachusetts and who had deductions reflected on their paper earnings statements that were not properly itemized on such paper earnings statements from January 1, 2018, through August 2, 2019 (the "Settlement Class"). Plaintiff is certified as the representative of the Settlement Class, and her attorneys are certified as counsel for the Settlement Class.

4. Notice of the pendency of this Action as a class action and of the proposed Settlement was given to all Settlement Class Members who could be identified with reasonable effort. The form and method of notifying the Settlement Class of the pendency of the action as a class action and of the terms and conditions of the Settlement met the requirements of Rule 23(c) of the Massachusetts Rules of Civil Procedure and due process, and any other applicable law, and constituted the best notice practicable under the circumstances, and due and sufficient notice to all persons and entities entitled thereto.

5. The Settlement is approved as fair, reasonable, and adequate, and the Settlement Class Members and the Parties are directed to consummate the Settlement in accordance with the terms and provisions of the Agreement.

6. The Action is hereby dismissed with prejudice and without costs, except as provided in the Agreement, as against Defendants.

7. Plaintiff and all Settlement Class Members, on behalf of themselves, are hereby permanently barred and enjoined from asserting or maintaining against Defendants, their direct and indirect subsidiaries, divisions, parents, affiliates, companies under common control of any of the foregoing, predecessors, successors and assigns, and its and their past, present, and future

owners, shareholders, partners, principals, managers, members, directors, officers, employees, agents, attorneys, insurers, employee benefit plans, trustees and all others acting in concert with them (collectively, the “Released Parties” as also defined in the Agreement at Paragraph 8) any and all claims, actions, suits, proceedings, complaints, causes of action, grievances, debts, costs and expenses, at law or in equity, known or unknown, that were or could have been asserted in the Action, arising out of, based on, or relating in any way to any acts or omissions that occurred, in whole or in part, prior to the Effective Date, including, but not limited to, violations of the Fair Labor Standards Act of 1938, M.G.L., c. 149, § 148, the Massachusetts Wage Act, the Massachusetts Equal Pay Act, and any other federal, state or local statute or regulation, all as amended (collectively, the “Released Claims” as also defined in the Agreement at Paragraph 8). The Released Claims are hereby compromised, settled, released, discharged and dismissed as against Defendants and the other Released Parties on the merits and with prejudice by virtue of the proceedings herein and this Final Judgment and Order of Dismissal.

8. Neither this Final Judgment and Order of Dismissal, the Agreement, nor any of its terms and provisions, nor any of the negotiations or proceedings connected with it, nor any of the documents or statements referred to therein shall be:

(a) offered or received against Defendants or any of the other Released Parties as evidence of or construed as or deemed to be evidence of any presumption, concession, or admission by Defendants or any of the other Released Parties with respect to the truth of any fact alleged by Plaintiff or the validity of any claim that has been or could have been asserted in the Action or in any litigation, or the deficiency of any defense that has been or could have been asserted in the Action or in any litigation, or of any liability, negligence, fault, or wrongdoing of Defendants or of any of the other Released Parties;

(b) offered or received against Defendants or any of the other Released Parties as evidence of a presumption, concession or admission with respect to any liability, negligence, fault or wrongdoing, or in any way referred to for any other reason as against Defendants or any of the other Released Parties, in any other civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the Agreement; provided, however, that Defendants and the other Released Parties may refer to it to effectuate the liability protection granted it hereunder;

(c) construed against Defendants or any of the other Released Parties as an admission or concession that the consideration to be given hereunder represents the amount which could be or would have been recovered after trial; or

(d) construed as or received in evidence as an admission, concession, or presumption against Plaintiff or any of the Settlement Class Members that any of their claims are without merit, or that any defenses asserted by Defendants have any merit, or that damages recoverable under the Complaint would not have exceeded the Settlement Fund.

9. Plaintiff's Counsel are hereby awarded the sum of \$_____ as attorneys' fees and ____ as expense reimbursement, which sum the Court finds to be fair and reasonable. The attorney fee and expense award shall be paid to Plaintiff's Counsel by Defendants, as provided in the Agreement. Plaintiff, Mich Karen Pierre Louis, is awarded the sum of \$3,500 as an incentive award, to be paid by Defendants as provided in the Agreement.

10. Exclusive jurisdiction is hereby retained over the parties and the Settlement Class members for all matters relating to the Action, including the administration, interpretation, effectuation or enforcement of the Agreement and this Final Judgment and Order of Dismissal.

11. Without further order of the Court, the Parties may agree to reasonable extensions of time to carry out any of the provisions of the Agreement.

12. There is no just reason for delay in the entry of this Final Judgment and Order of Dismissal and immediate entry by the Clerk of the Court is expressly directed.

IT IS SO ORDERED.

Dated: _____, 2022

SUPERIOR COURT JUDGE