

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] AMENDED ORDER PRELIMINARILY APPROVING SETTLEMENT
AND PROVIDING NOTICE**

WHEREAS, a proposed class action is pending before the Court entitled *Pierre Louis v. Bayada Home Health Care Inc.*, Civil Action No. 1981CV01957 (the “Action” or the “Litigation”);

WHEREAS, the Court has received the Class Action Settlement Agreement and Release dated as of December 30, 2021 (the “Agreement”), that has been entered into by the Plaintiff and the Defendants, and the Court has reviewed the Agreement and its attached Exhibits;

WHEREAS, the parties having made application, pursuant to Rule 23 of the Massachusetts Rules of Civil Procedure, for an order preliminarily approving the settlement of this Litigation, in accordance with the Agreement which, together with the Exhibits annexed thereto, sets forth the terms and conditions for the proposed settlement of the Litigation and for dismissal of the Litigation with prejudice upon the terms and conditions set forth therein; and

WHEREAS, all defined terms contained herein shall have the same meanings as set forth in the Agreement;

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. Pursuant to Rule 23 of the Massachusetts Rules of Civil Procedure, the Court hereby preliminarily certifies, for purposes of settlement only, the Action as a class action on

behalf of the Settlement Class (as defined in the Agreement at Paragraph 2) 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"). For purposes of this preliminary class certification only, Plaintiff is provisionally certified as the Settlement Class representative, and their counsel as Settlement Class counsel.

2. The Court preliminarily finds and concludes, for purposes of settlement only, that the requirements of Rule 23 of the Massachusetts Rules of Civil Procedure have been met:

(a) The members of the Settlement Class are so numerous that separate joinder of each member is impracticable;

(b) Plaintiff's claims raise questions of law and fact common to the questions of law or fact raised by the claims of each member of the Settlement Class;

(c) Plaintiff's claims are typical of the claims of the members of the Settlement Class;

(d) Plaintiff can fairly and adequately protect and represent the interests of the Settlement Class;

(e) Questions of law or fact common to the members of the Settlement Class predominate over any questions affecting only individual members; and

(f) A class action is superior to other available methods for the fair and efficient adjudication of the controversy presented by the Litigation.

3. The Court hereby preliminarily approves the Agreement and the Settlement set forth therein as fair, reasonable, and adequate, subject to further consideration at the Settlement Hearing described below.

4. A hearing shall be held before this Court on 4.20, 2022, at 2:00 ~~a.m.~~/p.m., in Courtroom No. 520 at Superior Ct. Woburn, Massachusetts ⁴/or by videoconference, to determine (a) whether the proposed settlement of the Litigation on the terms

and conditions provided for in the Agreement is fair, reasonable, and adequate to the Settlement Class and should be approved by the Court; (b) whether a Final Judgment and Order of Dismissal with Prejudice as provided in the Agreement should be entered herein; and (c) whether Plaintiff's Counsel's Fee and Expense Application should be approved, and the amount of fees and expenses that should be awarded to Plaintiff's Counsel to be paid by Defendants as set forth in Paragraph 11 of the Agreement.

5. The Court approves, as to form and content, the Notice of Pendency and Proposed Settlement of Class Action and Settlement Hearing Thereon (the "Notice")¹ and finds that the distribution of the Notice substantially in the manner and form set forth in Paragraph 6(b) of this Order, and in Paragraph 9 of the Agreement, meet the requirements of Massachusetts Rule of Civil Procedure 23 and due process, and is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all Persons entitled thereto.

6. The Notice Company (the "Notice Administrator") is hereby appointed to supervise and administer the notice procedure and administer the settlement as more fully set forth below:

(a) Defendants shall make reasonable efforts to identify all persons who are members of the Settlement Class, and not later than three (3) business days after the date of this Order, Defendants' counsel shall provide a list of Settlement Class members, with email addresses and street addresses, to the Notice Administrator, with a copy to Plaintiff's Counsel;

(b) Not later than ten (10) business days after the receipt by the Notice Administrator of the information provided for in Paragraph 6(a) of this Order, the Notice Administrator shall distribute a copy of the Notice, substantially in the form of **Exhibit 1B**,² by email and first-class mail to all Settlement Class Members as provided in the Agreement and shall cause the settlement website to be activated;

(c) At least seven (7) calendar days prior to the Final Settlement Hearing,

¹ The parties' proposed Class Notice is Exhibit **1B** to the Amended and Supplemental Declaration of David Pastor in Support of Motion for Preliminary Settlement Approval.

² See n. 1, *supra*.

Plaintiff's Counsel shall cause to be served on Defendants' Counsel and filed with the Court proof, by affidavit or declaration, of dissemination of the Notice.

7. Any Member of the Settlement Class may enter an appearance in the Litigation, at their own expense, individually or through counsel of their own choice, in which case such counsel must file with the Civil Clerk of the Court and deliver to Plaintiff's Counsel and Defendants' Counsel a notice of such appearance. If they do not enter an appearance, they will be represented by Plaintiff's Counsel.

8. Any Member of the Settlement Class may appear in person or by counsel and show cause, if he, she or it has any reason why the proposed settlement of the Litigation should not be approved as fair, reasonable and adequate, why a judgment should not be entered thereon, and/or why Plaintiff's counsel's application for attorneys' fees and expenses should not be allowed, provided, however, that no Settlement Class Member or other Person shall be heard or entitled to contest such matters, unless that Settlement Class Member has delivered by hand or sent by first-class mail written objections and copies of any papers and briefs such that they are received at least fourteen (14) calendar days prior to the Settlement Hearing, by (a) Pastor Law Office LLP, Attn: David Pastor, 63 Atlantic Avenue, 3rd Floor, Boston, Massachusetts, 02110; (b) Buchanan, Ingersoll & Rooney PC, Attn: Thomas G. Collins, 409 N. Second Street, 500, Harrisburg, Pennsylvania 17101 and filed said objections, papers and briefs with the Civil Clerk's Office for the Middlesex County Superior Court, on or before fourteen (14) calendar days prior to the Settlement Hearing. Any Member of the Settlement Class who does not make his, her, or its objection in the manner provided shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness or adequacy of the proposed settlement as set forth in the Agreement or to the award of attorneys' fees and expenses to Plaintiff's counsel, unless otherwise ordered by the Court.

9. All papers in final support of the Settlement and Plaintiff's counsel's fee and expense application shall be filed and served on or before seven (7) calendar days prior to the Settlement Hearing.

10. All reasonable expenses incurred in identifying and notifying Settlement Class Members, as well as administering the Settlement, shall be paid as set forth in the Agreement. In the event the Settlement is not approved by the Court, or otherwise fails to become effective, neither Plaintiff nor any of Plaintiff's counsel, nor the Notice Administrator shall have any obligation to repay any amounts incurred or properly disbursed for notice and settlement administration, pursuant to Paragraph 9(a) of the Agreement.

11. Neither the Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be construed as: (1) an admission or concession by Defendants of any of the allegations in the Litigation, or of any liability, fault, or wrongdoing of any kind; or (2) an admission or concession by Plaintiff and/or the Settlement Class of any infirmity in the claims asserted in the Litigation.

12. Pending final determination of whether the Settlement should be approved, Plaintiff, all Settlement Class Members, and each of them, and anyone who acts or purports to act on their behalf, shall not institute, commence or prosecute any action which asserts Released Claims against any of the Released Parties.

13. Pending final determination of whether the Settlement should be approved, all proceedings and all discovery are stayed pending further order of the Court.

14. The Court reserves the right to adjourn the date of the Settlement Hearing without further notice to the members of the Settlement Class, and it retains jurisdiction to consider all further applications arising out of or connected with the proposed settlement. The Court may approve the Settlement, with such modifications as may be agreed to by the settling Parties, if appropriate, without further notice to the Settlement Class.

15. This Order supersedes the Order Preliminarily Approving Settlement and Providing Notice entered by this Court on January 4, 2022.

IT IS SO ORDERED.

Dated: 1-19, 2022



SUPERIOR COURT JUDGE SARROUF, J