

David Pastor, on oath, hereby declares as follows:

1. I am an adult, I have personal knowledge of the facts stated herein, and I am competent to so testify.

2. This Amended and Supplemental Declaration is intended to supersede and replace the Declaration of David Pastor in Support of Preliminary Settlement Approval filed with the Court on December 31, 2022.

3. Annexed to this Declaration as **Exhibit 1** is a true and correct copy of the Class Action Settlement Agreement and Release dated December 30, 2021 (“Settlement Agreement”). The attached copy of the Settlement Agreement differs from the copy submitted with the Joint Motion for Preliminary Approval of Class Action Settlement, Directing Notice to the Class and Scheduling Final Settlement Hearing, filed with the Court on December 31, 2021 (and submitted as **Exhibit 1** to the Declaration of David Pastor, filed on that date, only in that the attached **Exhibit 1** is a fully executed copy.

4. Annexed to this Declaration as **Exhibit 1A** is a true and correct copy of a list of recipients (identified by employee number) and amounts for distributions to Settlement Class members from the Settlement Fund.

5. Annexed to this Declaration as **Exhibit 1B** is a true and correct copy of the parties’ proposed Class Notice. Submitted with the Class Notice is a proposed Individualized Statement of Class Member Recovery (“Individualized Statement”). Each Class member will receive an Individualized Statement with the Class Notice, stating the amount of his or her distribution from the Settlement Fund.

6. Annexed to this Declaration as **Exhibit 1C** is a true and correct copy of the Proposed Amended Order Preliminarily Approving Settlement and Providing Class Notice

("Amended Order"). The purpose of the Amended Order is to amend the Order Preliminarily Approving Settlement and Providing Class Notice entered by the Court on January 4, 2022 in order to provide a date and time for the final settlement approval hearing in Paragraph 4.

7. Annexed to this Declaration as **Exhibit 1D** is a true and correct copy of the Proposed Final Judgment and Order of Dismissal with Prejudice.

I hereby certify that the foregoing is true and correct. Executed on January 18, 2022.

/s/ David Pastor
David Pastor

CERTIFICATE OF SERVICE

I hereby certify, under penalty of perjury, that on January 18, 2022, I caused copies of the foregoing Declaration of David Pastor in Support of Motion for Preliminary Settlement Approval to be served via email upon counsel for Defendants and the Massachusetts IOLTA Committee as follows:

Joseph J. Centeno
BUCHANAN INGERSOLL & ROONEY, P.C.
50 South 16th Street, Suite 3200
Philadelphia, PA 19107
Email: joseph.centeno@bipc.com

Thomas G. Collins
BUCHANAN INGERSOLL & ROONEY, P.C.
409 N. Second Street, Suite 500
Harrisburg, PA 17101
Email: Thomas.collins@bipc.com

Massachusetts IOLTA Committee
18 Tremont Street, Suite 1010
Boston, MA 02108-2316

/s/ David Pastor
David Pastor

EXHIBIT 1

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

SUPERIOR COURT
C.A. No: 1981CV01957

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

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This class action settlement agreement and release (hereinafter, the "Agreement") is entered into this 30th day of December, 2021, by and among Plaintiff, Mich Karen Pierre Louis (hereinafter, "Plaintiff"), individually and on behalf of the members of the proposed settlement class defined herein (hereinafter, the "Settlement Class"), and Defendants, Bayada Home Health Care, Inc. (hereinafter, "BAYADA"), David Baiada, and J. Mark Baiada (collectively, hereinafter, "Defendants") (Defendants with Plaintiff, hereinafter, the "Parties"), in the matter of *Mich Karen Pierre Louis, individually and on behalf of all others similarly situated v. Bayada Home Health Care Inc., David Baiada, and J. Mark Baiada*, Civil Action No. 1981-cv-01957 filed in the Middlesex County Superior Court (hereinafter, the "Action").

1. Purpose.

- a. Pursuant to the terms set forth below, the Parties enter into this Agreement to bring about a full, complete and final resolution of all claims asserted, or that could have been asserted, in the Action against Defendants by Plaintiff and the Settlement Class.
- b. Defendants have denied and continue to deny any liability or wrongdoing of any kind associated with any and all past and present matters, disputes, claims, demands, and causes of action of any kind whatsoever in this Action that were, or could have been, asserted on behalf of Plaintiff and/or the Settlement Class.
- c. Notwithstanding, the Parties engaged in extensive negotiations to resolve the Action, and, based on those negotiations, the Parties agree to settle the Action as it relates to Defendants pursuant to the provisions of this Agreement, which are set forth in detail below.

- d. It is the desire and intention of the Parties that this Agreement shall, for Plaintiff and each member of the Settlement Class, fully, finally, and forever settle, resolve, compromise, release and discharge any and all of the Released Claims (as defined herein) and result in dismissal, with prejudice, of the Action in its entirety. Further, the Parties expressly understand and agree that Defendants are entering into this Agreement solely for the purpose of avoiding the costs and disruption of ongoing litigation and resolving the Released Claims on the terms set forth herein. Nothing in this Agreement may be construed or deemed an admission by Defendants of any liability or wrongdoing.
- e. Plaintiff and counsel for Plaintiff and the proposed Settlement Class (hereinafter, "Class Counsel") judge the Agreement to provide fair, reasonable, and adequate relief to the Settlement Class and to be in the best interests of the Settlement Class. Defendants agree to join in seeking preliminary and final approval of class settlement under the terms of this Agreement as well as certification of the Settlement Class (as defined below).

2. **The Settlement Class.** This Agreement is entered into on behalf of Plaintiff and 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").

3. **Settlement Consideration.**

- a. BAYADA agrees to provide Twenty-Two Thousand Three Hundred Forty-Two Dollars (\$22,342) in settlement funds to the Settlement Class (the "Settlement Fund") to fully and finally resolve the Action. The Settlement Fund reflects 50% of the unidentified deductions at issue on the paper earnings statements for the Settlement Class. BAYADA shall remit payments to the Settlement Class members as set forth in Paragraph 5 ("Delivery") below.
- b. Defendant also agrees to pay all costs of notice to the Settlement Class and settlement administration, which shall be separate from and in addition to the Settlement Fund.

4. **Effective Date.** The Effective Date of the settlement shall be the date on which the Court has entered an order approving the settlement (the "Final Order"), and the Final Order is no longer appealable (*i.e.*, the deadline for filing an appeal has passed with no appeals having been filed, or the Final Order has been affirmed on appeal, and either (a) the deadline for any further appeals has passed with no appeals having been filed or (b) the appellate order or decision is not subject to any further appeal).

5. **Delivery.** Within ten (10) business days of the Effective Date, BAYADA shall issue, from the Settlement Fund, checks to each member of the Settlement Class. **Exhibit A** identifies the payment that BAYADA shall remit to each Settlement Class member. BAYADA shall re-issue, upon reasonable request, any checks that are lost or damaged during settlement administration. The settlement checks will remain live for a period of one hundred eighty (180) calendar days. Within ten (10) days after the distribution of the Settlement Fund is completed, BAYADA shall provide to Class Counsel (for filing with the Court) a declaration: (1) confirming that the distribution of the Settlement Fund to the members of the Settlement Class was made in accordance with **Exhibit A** to this Agreement; (2) identifying any members of the Settlement Class to whom funds were unable to be distributed; and (3) confirming that any unclaimed funds were distributed to the Massachusetts IOLTA Committee from the Settlement Fund, consistent with the terms of this Agreement,.

6. **Tax Forms.** Plaintiff will provide Defendants with a completed IRS Form W-9 at or before the time Plaintiff signs the Agreement.

7. **Class Certification and Settlement Approval.** The Parties shall move jointly for the Settlement Class to be certified by the Court and for this proposed Settlement to be approved.

8. **Full Wage and Hour Release.** As of the Effective Date, Plaintiff and all members of the Settlement Class, on behalf of themselves and their heirs and personal representatives, hereby release and forever discharge the 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"), from 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 (herein, the "Released Claims").

9. **Class Action Notice Administration.**

- a. The Parties have selected The Notice Company, Inc. to serve as the Notice Administrator for the purposes of issuing notice of this settlement ("Notice Administrator"). The Parties agree that BAYADA shall bear the cost of settlement administration relative to notice, which includes the Notice Administrator's fees.
- b. The Notice Administrator shall send individual notices to each member of the Settlement Class by email (where available) and first class mail to the last known address. A copy of the Parties' proposed class settlement notice is annexed hereto as **Exhibit B**.

- c. The Notice Administrator shall be responsible for preparing, printing and mailing the notice to all Settlement Class members (the "Settlement Notice"). Within three (3) business days of the Court entering a Preliminary Approval Order, Defendant shall provide to the Notice Administrator the most current email addresses and mailing addresses it has for all Settlement Class members ("Settlement Class Information"). Within ten (10) business days of the receipt of Settlement Class information ("Initial Notice Date"), the Notice Administrator shall send the Settlement Notice to each member of the Settlement Class as provided in Paragraph 9(b) above. In order to provide the best notice practicable, prior to sending the Settlement Notice, the Notice Administrator will run the list of Settlement Class Members through the U.S. Postal Service's National Change of Address database ("NCOA"). Any first-class mail notice returned to the Notice Administrator with a forwarding address shall be re-mailed by the Notice Administrator within three (3) business days following receipt of the returned mail. If any notice is returned to the Notice Administrator without a forwarding address, the Notice Administrator shall undertake reasonable efforts to search for the correct address and shall promptly re-mail the notice to any newly found addresses. This process shall be undertaken by the Notice Administrator even for Settlement Class members who are also receiving notice by email.
- d. The Parties agree that, at no additional cost to Defendants, the Notice Administrator shall post, on a website maintained by the Notice Administrator, the following documents related to settlement in this case: (1) the complaint, (2) the answer, (3) the motion for preliminary approval of the settlement, (4) the settlement notice, and (5) any Court order related to settlement in this case, including any preliminary or final approval orders.

10. Unclaimed Funds. If any unclaimed or residual funds remain two hundred ten (210) days after BAYADA has distributed the Settlement Fund, as provided herein, then BAYADA shall disburse any residual funds to the Massachusetts IOLTA Committee (to support activities and programs that promote access to the civil justice system for low income Massachusetts residents).

11. Class Counsel's Attorneys' Fees and Expenses. Class Counsel may submit an application for an award of attorneys' fees not to exceed the sum of \$50,000 and reimbursement of expenses not to exceed the sum of \$1,100, to be paid by Defendants, separate from and in addition to the Settlement Fund. Defendants will not oppose the fee and expense application, as long as it does not exceed the amounts stated above. BAYADA shall remit such payment to Pastor Law Office LLP by check or wire within five (5) business days of the Effective Date. Class Counsel shall provide BAYADA with an IRS Form W-9 and wire instructions (if applicable) prior to the Effective Date.

12. Plaintiff's Incentive Award. Class Counsel may submit an application for an incentive award to Plaintiff in a sum not to exceed \$3,500, to be paid by Defendants, separate from and in addition to the Settlement Fund. Defendants will not oppose the application for an incentive award, as long as it does not exceed the amount stated above. The Plaintiff's incentive award will be paid by BAYADA via check within five (5) business days of the Effective Date.

13. Objections to the Agreement. The Settlement Notice sent to Settlement Class Members shall inform them of the right to object to this Settlement Agreement. If a person wishes to have the Court consider such an objection, the person must file with the Court and mail to counsel for the Parties a written objection, along with any supporting documentation that the person wishes the Court to consider, no later than fourteen (14) calendar days before the final hearing date. If such objection is submitted and overruled by the Court, the objecting member of the Settlement Class shall remain fully bound by the terms of this Class Settlement so long as it is granted final approval by the Court. Any Settlement Class member who does not appear individually or through counsel and who does not challenge or comment upon the fairness and adequacy of this Settlement Agreement or Class Counsel's petition for attorneys' fees and expenses shall waive and forfeit any and all rights to appear separately or object. All members of the Settlement Class shall be bound by all the terms of this Settlement Agreement and by all proceedings, orders and judgments in this Action.

14. Notice of Objection. Notice of objections related to this Agreement shall be sent to counsel for all Parties as listed below:

Class Counsel:
David Pastor, Esq.
Pastor Law Office LLP
63 Atlantic Avenue, 3d Floor
Boston, MA 02110
dPastor@PastorLawOffice.com

Counsel for Defendants:
Thomas G. Collins, Esquire
Buchanan Ingersoll & Rooney PC
409 N. Second Street, Suite 500
Harrisburg, PA 17101
thomas.collins@bipc.com

15. No Pending Actions. Plaintiff represents to the best of her knowledge that no other complaints, charges, claims, or actions have been filed by her or on her behalf and are currently pending against the Released Parties with any state, federal or local agency or court to date and that Plaintiff will not do so at any time hereafter for actions prior to the Effective Date of this Agreement. Plaintiff further agrees that if any agency or court assumes jurisdiction of any complaint, charge, claim or action against the Released Parties on behalf of Plaintiff, she will direct that agency or court to withdraw from or dismiss with prejudice the matter as it relates to Plaintiff.

16. Preliminary and Final Approval Procedures.

- a. No later than ten (10) business days after the execution of this Agreement, the Parties shall file a joint motion with the Court for an order granting preliminary approval of the settlement, preliminarily certifying the Settlement Class and authorizing the dissemination of the class notice, pursuant to the terms of this Agreement (the "Preliminary Approval Order"). A copy of the Parties' proposed Preliminary Approval Order is annexed hereto as **Exhibit C**. Plaintiff's counsel shall be responsible for preparing and filing the joint motion, subject to review and approval by Defendants' counsel. The Parties agree to take all reasonable steps necessary to promptly secure approval of the settlement from the Court. If the Court does not approve the settlement for any reason, the Parties shall work cooperatively to address the Court's concerns. If the Court still does not approve the settlement, then this Agreement and any related agreements shall be deemed null and void, and the Parties shall be restored to the *status quo ante*, and Defendants expressly reserve the right to assert all arguments and defenses to the claims asserted in the Action and the propriety of class certification, and Plaintiff expressly reserves the right to continue to prosecute all claims asserted in this action and to assert all arguments in support thereof and in support of class certification.
- b. The final approval hearing will be held on such date as the Court, in its discretion, may order.
- c. No later than seven (7) calendar days prior to the final approval hearing, Class Counsel shall file a motion and any supporting papers requesting that the Court grant final approval of the Agreement, as well as a motion or petition for an award of attorneys' fees and expenses.

17. Final Order. The Parties shall use their best efforts to secure the Court's issuance of the Final Order. The Parties' proposed Final Order is annexed hereto as **Exhibit D**. The Final Order shall, among other things:

- a. Find that the Court has personal jurisdiction over the members of the Settlement Class;
- b. Certify the Action as a class action;
- c. Approve this Agreement as fair, adequate, and reasonable;
- d. Direct that the Settlement Fund be distributed in accordance with the terms of this Agreement;
- e. Direct that the Action be dismissed with prejudice and in full and final discharge of any and all Released Claims;
- f. Declare this Agreement to be binding on the Settlement Class and to have *res judicata* effect in all pending and future lawsuits or other proceedings encompassed by the Agreement; and

g. Retain continuing jurisdiction over this Action for purposes of overseeing all settlement administration matters.

18. **No Assignment.** Plaintiff hereby represents that she has full and exclusive authority to release and discharge the Released Parties pursuant to the terms of this Agreement and has not hypothecated, mortgaged, assigned, encumbered, transferred, or otherwise disposed of any right, claim, demand, cause of action, or other matter covered by the Release set forth in this Agreement against any Released Party.

19. **Drafting.** This Agreement was negotiated at arm's length and entered into freely by the Parties with the advice of counsel. In the event an ambiguity exists in any provision of this Agreement, such ambiguity is not to be construed by reference to any doctrine or statute calling for ambiguities to be construed against the drafter of the document.

20. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties and fully supersedes any and all agreements or understandings, written or oral, between the Parties hereto pertaining to the subject matter hereof.

21. **Modifications.** No part or provision of this Agreement may be changed, modified, waived, discharged, or terminated except by an instrument in writing signed by the party against whom enforcement of such change, modification, waiver, discharge or termination is sought. The failure of a party to seek redress for violation or to insist upon strict performance of any provision of this Agreement shall not be a waiver of that provision by that party or estop that party from asserting fully any and all of its rights under this Agreement.

22. **Voluntary Agreement.** Each of the Parties certifies that it is voluntarily entering into this Agreement in good faith based solely and completely upon its own judgment and upon the advice and counsel of its own attorneys following its good-faith assessment of the claims. All Parties represent that they have read this Agreement and fully understand all of its terms; that they have executed this Agreement without coercion or duress of any kind; and that they understand any rights they may have and sign this Agreement with full knowledge of any such rights.

23. **Survival.** The Parties hereby agree that the provisions of this Agreement, including, without limitation, the representations, warranties, covenants and releases made herein, shall survive the execution of this Agreement and the performance by the Parties of their respective obligations under this Agreement.

24. **Severability.** Any part, provision, representation or warranty of this Agreement that is prohibited or unenforceable, or is held by a tribunal of competent jurisdiction to be void or unenforceable, in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining parts, provisions, representations or warranties herein, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the Parties hereby knowingly, voluntarily and intelligently waive any provision of law that prohibits or renders void or unenforceable any part, provision, representation or warranty hereof.

25. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefits of the Parties' successors and assigns.

26. **Waiver.** No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

27. **Further Assurances.** Each of the Parties hereby agrees to execute such other documents, and to take such other and further actions, as may be reasonably requested by any of the Parties for the sole purpose of effectuating the agreements herein. This includes, but is not limited to, Plaintiff and all others similarly situated .

28. **Authority to Execute.** Each of the Parties represents and warrants that it is competent and authorized to execute this Agreement, and each of the entities represents and warrants that the individual executing this Agreement on its behalf is duly authorized to do so.

29. **Counterparts.** This instrument may be executed in two or more counterparts and in multiple originals. The Parties agree that for the purpose of the execution of this Agreement, facsimile, Adobe PDF, and/or DocuSign signatures will constitute original signatures.

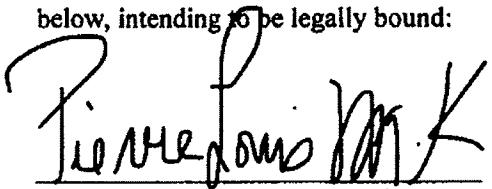
30. **No Admissions.** By entering into this Agreement, Defendants in no way admit any violation of any law or any liability whatsoever to Plaintiff or the Settlement Class, individually or collectively, all such liability being expressly denied. Moreover, by entering into this Agreement, Defendants in no way admit to the suitability of this case for class action litigation other than for purposes of Settlement. By entering into this Agreement, Plaintiff in no way admits to any lack of merit with respect to the claims asserted. Plaintiff continues to assert the belief that the claims are meritorious and that they are suitable for class certification.

31. **Non-Admissible.** This Agreement, the settlement, and any proceedings or actions or negotiations in connection therewith are settlement communications covered by Federal Rule of Evidence 408 and shall not be construed as an admission of truth of any allegation or the validity of any cause of action or claim asserted or of any liability therein; nor shall this Agreement, nor the settlement, nor any papers related to them, nor any of the terms hereof be offered or received into evidence or in any way referred to in any proceeding or any other civil, criminal or administrative action other than (a) such proceedings as may be necessary to consummate or enforce this Agreement or to comply with any law or regulation of any federal, state or other government entity, or (b) any action or proceeding by or against Plaintiff, or any Released Party to support a defense of *res judicata*, collateral estoppel, release, or other theory of claim preclusion or issue preclusion or similar defense; nor shall they be construed by anyone for any purpose whatsoever as an admission or presumption of any wrongdoing.

32. **Non-Disclosure.** The Parties agree that until this document becomes public through the Court-approved settlement process described herein, it shall remain confidential and not disclosed by the Parties, except as set forth herein. The Parties further agree that any information, negotiations, data, drafts and/or summaries exchanged between the Parties relating to the negotiation of this Agreement shall remain confidential and shall not be disclosed to the public or to any third party, except as set forth herein.

33. **Governing Law.** Massachusetts law shall govern the interpretation, construction and enforcement of this Agreement.

IN WITNESS WHEREOF, the following have executed this Agreement as of the dates set forth below, intending to be legally bound:



Mich Karen Pierre Louis, individually and on behalf of others similarly situated

12/30/2021

Date

BAYADA Home Health Care, Inc.

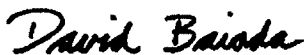
By: 
Nori Sue Fey (Jan 18, 2022 10:32 EST)

Jan 18, 2022

Date

Nori Sue Fey, Esquire - Director Legal Services

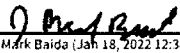
Name: _____ Title: _____



David Baiada

Jan 18, 2022

Date


J. Mark Baiada (Jan 18, 2022 12:38 EST)

J. Mark Baiada

Jan 18, 2022

Date

Exhibit A

Employee Number	Settlement Distribution
100399872	\$96
100378987	\$58
100413957	\$182
105000770	\$5
100399645	\$174
100414403	\$2,338
100389564	\$153
100409157	\$33
105020507	\$32
100320879	\$240
105018706	\$50
100419604	\$56
100409374	\$12
105013943	\$38
105013838	\$56
105020503	\$90
100396589	\$199
100423512	\$299
100379067	\$56
100422210	\$273
105015223	\$28
105000470	\$160
100398907	\$647
105008230	\$103
105013328	\$67
100337054	\$9
105006957	\$82
105011420	\$253
100364563	\$164
100409151	\$4
105008229	\$41
100406203	\$425
100377126	\$149
100234553	\$50
100360093	\$50
100404396	\$950
100402869	\$295
105000906	\$109
100406807	\$3
100415283	\$13
100409898	\$26
105006236	\$85

Employee Number	Settlement Distribution
100407801	\$57
100424606	\$9
100403146	\$261
100400775	\$776
105015400	\$29
100423311	\$66
100366834	\$537
105013431	\$31
100404811	\$197
105004968	\$6
105004047	\$34
100378782	\$34
100361145	\$51
100408607	\$9
100420755	\$44
105014881	\$219
100408088	\$50
105009034	\$150
100423542	\$124
100403121	\$71
105025002	\$32
100380901	\$285
100399643	\$562
100396248	\$215
100402744	\$19
105012370	\$54
100226508	\$20
105007828	\$694
100407230	\$205
100424308	\$74
100416751	\$439
100398321	\$214
100326641	\$187
100398040	\$15
100375974	\$225
100407743	\$18
100395231	\$123
100408425	\$366
100413310	\$132
100365258	\$53
100423517	\$90
100421062	\$25
105019768	\$58

Employee Number	Settlement Distribution
100382825	\$181
100398909	\$104
105010879	\$45
100415349	\$146
100376695	\$45
105007070	\$37
100399591	\$636
105013372	\$859
100397928	\$74
105008248	\$70
100404939	\$274
100407078	\$52
100408990	\$193
100404368	\$479
100423820	\$78
100397571	\$51
100407280	\$6
100211894	\$162
105002052	\$104
100407795	\$380
100390277	\$104
100407071	\$148
105001346	\$246
100407989	\$148
100346717	\$1,199
100405973	\$224
100343359	\$520
100385508	\$442
100389820	\$17
100372018	\$7
105001778	\$53
100404416	\$74
100405427	\$176
Total Amount	\$22,342

EXHIBIT 1A

Exhibit A

Employee Number	Settlement Distribution
100399872	\$96
100378987	\$58
100413957	\$182
105000770	\$5
100399645	\$174
100414403	\$2,338
100389564	\$153
100409157	\$33
105020507	\$32
100320879	\$240
105018706	\$50
100419604	\$56
100409374	\$12
105013943	\$38
105013838	\$56
105020503	\$90
100396589	\$199
100423512	\$299
100379067	\$56
100422210	\$273
105015223	\$28
105000470	\$160
100398907	\$647
105008230	\$103
105013328	\$67
100337054	\$9
105006957	\$82
105011420	\$253
100364563	\$164
100409151	\$4
105008229	\$41
100406203	\$425
100377126	\$149
100234553	\$50
100360093	\$50
100404396	\$950
100402869	\$295
105000906	\$109
100406807	\$3
100415283	\$13
100409898	\$26
105006236	\$85

Employee Number	Settlement Distribution
100407801	\$57
100424606	\$9
100403146	\$261
100400775	\$776
105015400	\$29
100423311	\$66
100366834	\$537
105013431	\$31
100404811	\$197
105004968	\$6
105004047	\$34
100378782	\$34
100361145	\$51
100408607	\$9
100420755	\$44
105014881	\$219
100408088	\$50
105009034	\$150
100423542	\$124
100403121	\$71
105025002	\$32
100380901	\$285
100399643	\$562
100396248	\$215
100402744	\$19
105012370	\$54
100226508	\$20
105007828	\$694
100407230	\$205
100424308	\$74
100416751	\$439
100398321	\$214
100326641	\$187
100398040	\$15
100375974	\$225
100407743	\$18
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100365258	\$53
100423517	\$90
100421062	\$25
105019768	\$58

Employee Number	Settlement Distribution
100382825	\$181
100398909	\$104
105010879	\$45
100415349	\$146
100376695	\$45
105007070	\$37
100399591	\$636
105013372	\$859
100397928	\$74
105008248	\$70
100404939	\$274
100407078	\$52
100408990	\$193
100404368	\$479
100423820	\$78
100397571	\$51
100407280	\$6
100211894	\$162
105002052	\$104
100407795	\$380
100390277	\$104
100407071	\$148
105001346	\$246
100407989	\$148
100346717	\$1,199
100405973	\$224
100343359	\$520
100385508	\$442
100389820	\$17
100372018	\$7
105001778	\$53
100404416	\$74
100405427	\$176
Total Amount	\$22,342

EXHIBIT 1B

SUPERIOR COURT OF THE COMMONWEALTH OF MASSACHUSETTS
COUNTY OF MIDDLESEX

**If You Were An Employee of BAYADA Home Health Care, Inc.
Providing Home Care Services in Massachusetts AND You Received
Paper Earning Statements During the Period from January 1, 2018,
through August 2, 2019, You Could Be Eligible To Benefit From A
Class Action Settlement.**

*The Superior Court for Middlesex County, Commonwealth of Massachusetts (the “Court”) authorized this Notice.
This is not a solicitation from a lawyer.*

- Please carefully read this Notice of Pendency and Proposed Settlement of Class Action. Your legal rights may be affected by the legal proceedings in this Lawsuit.
- This Settlement (the “Settlement Agreement”) resolves a lawsuit concerning BAYADA Home Health Care, Inc.’s (“BAYADA”) alleged failure to list or itemize certain wage deductions on paper earnings statements during the period from January 1, 2018, through August 2, 2019, for employees who provided home care services in Massachusetts. The case is entitled *Pierre Louis, et al. v. Bayada Home Health Care, Inc., et al.*, Case No. 1981CV01957, Middlesex County Superior Court, Massachusetts (the “Lawsuit”). BAYADA denies any wrongdoing.
- You may be eligible to receive 50% of your unlisted deductions based on the Settlement of the Lawsuit.
- The Court has preliminarily approved the Settlement on behalf of the Settlement Class. The Court has not entered judgment on the merits and has not determined that there is any merit to Plaintiff’s claims or that BAYADA engaged in any wrongdoing. This notice is solely to advise you of the proposed Settlement of the Lawsuit and of your rights in connection with the Settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT	
IF YOU RECEIVED AN INDIVIDUALIZED STATEMENT ADDRESSED TO YOU, YOU ARE NOT REQUIRED TO TAKE ANY ACTION	If you received an Individualized Statement addressed specifically to you, you do <u>not</u> need to take any action. If the Settlement is approved, you will automatically receive a Settlement payment.
IF YOU DID <i>NOT</i> RECEIVE AN INDIVIDUALIZED STATEMENT ADDRESSED TO YOU, THEN CONTACT CLASS COUNSEL BY MONTH XX, 2022	If you believe that you qualify as a Settlement Class Member and you did <u>not receive</u> an Individualized Statement addressed specifically to you, then you should contact Class Counsel. See Question 12 for specifics.
OBJECT BY MONTH XX, 2022	If you disagree with the Settlement, you may file an objection with the Court. See Question 16 for specifics.
ATTEND THE FAIRNESS HEARING ON MONTH XX, 2022	Ask to speak to the Court about the Settlement. See Questions 17-19 for specifics.
IF YOU ARE A SETTLEMENT CLASS MEMBER AND YOU HAVE RECENTLY MOVED, THEN UPDATE YOUR ADDRESS	If you are a Member of the Settlement Class who is not currently employed at BAYADA, and you have recently changed your mailing address or your email address, please update your contact information with the Notice Administrator. See Question 12 for specifics.

These rights and options – **and the deadlines to exercise them** – are explained in this Notice. A copy of the Settlement is available online at www.PierreLouisvBAYADA.com.

BASIC INFORMATION

1. What is this Notice about?

This Notice is to inform you about a class action lawsuit and proposed Settlement (“Settlement”) that has been reached which may affect your rights, including your right to object to the Settlement. You have the right to know about the Settlement and about your legal rights and options before the Court decides whether to approve the Settlement.

The Court in charge is the Superior Court for Middlesex County, Commonwealth of Massachusetts. The case is entitled *Pierre Louis, et al. v. Bayada Home Health Care, Inc., et al.* Case No. 1981CV01957 (the “Lawsuit”). The person that brought the suit is called the Plaintiff. The Defendants are the company and individuals the Plaintiff sued (see Question 6).

2. What is the Settlement Class Period?

The Settlement Class Period is the time period commencing as of January 1, 2018, and continuing through August 2, 2019.

3. What is the Lawsuit about?

On July 9, 2019, the Complaint in this Lawsuit was filed as a class action on behalf of home health care employees of BAYADA in Massachusetts who were not paid their full wages earned and who had payroll deductions that were not itemized on the employees’ earnings statements taken from their earnings. The complaint alleged that BAYADA and the individual defendants (officers of BAYADA) failed to pay the Plaintiff and the class of employees their full wages owed by taking unlawful deductions from earnings and failing to properly list and itemize all earnings deductions on the employees’ earnings statements in violation of the Massachusetts Wage Act (Massachusetts General Laws, Chapter 149, Section 148). The deductions at issue here included deductions relating to employee-specific transactions, such as employee advances, employee loans, wage garnishments, and premiums for insurance coverage selected by the employee and are referred to in this Notice as the “Unlisted Deductions.”

For a full description of the terms and conditions of the Settlement, including the releases described herein and the claims alleged in the Complaints, please refer to the Settlement Agreement by visiting the Notice Administrator’s website at www.PierreLouisvBAYADA.com.

The Defendants assert that the allegations of the Complaints are without merit. Furthermore, the discovery in this case, including production of documents and testimony from BAYADA, revealed that the Unlisted Deductions resulted from transactions entered into and/or approved by the Plaintiff and class members and that, accordingly, no wages were lost as a result of the Unlisted Deductions. The Defendants deny any wrongdoing and contend that if the case were to proceed to trial, they would prevail. Defendants further assert that even if their conduct is found to be unlawful, there is only a technical violation and that the Plaintiff and the class cannot recover any damages because there were no lost wages. Despite the Defendants’ position on the merits of the Lawsuit, the parties determined that it is in their best interests to resolve this Lawsuit as a reasonable compromise and to avoid the costs and risks of continued litigation and trial, including the danger of no recovery.

4. What is a Class Action?

In a class action, one or more persons or businesses called class representatives sue on behalf of a group or a “class” of others with similar claims. If the Court determines that a case should proceed as a class action, then the group’s claims can be combined into a single proceeding, creating efficiencies for the parties and the courts. In a class action, the court resolves the issues for all class members.

WHO IS INCLUDED IN THE LAWSUIT?

5. Who is the Named Plaintiff?

The named plaintiff (“Named Plaintiff” or “Class Representative”) is Mich Karen Pierre Louis.

6. Who are the Defendants?

The Defendants are BAYADA Home Health Care, Inc., David Baiada, and J. Mark Baiada.

7. How do I know if I am in the Settlement Class?

You are a Settlement Class Member if you were a BAYADA employee who provided home care services on BAYADA’s behalf in Massachusetts and who had deductions reflected on your paper earnings statements that were not properly itemized on such paper earnings statements during the period of January 1, 2018, through August 2, 2019.

You are not a member of the Settlement Class if (a) you were employed by BAYADA as a home care worker from January 1, 2018, through August 2, 2019, but you did not receive paper earnings statements during that time period or (b) you were not employed by BAYADA as a home care worker during the Settlement Class Period.

THE SETTLEMENT’S BENEFITS

8. What does the Settlement provide?

The proposed Settlement provides for payment by BAYADA of the following: (a) a “Settlement Fund” of \$22,342.00 to be shared among the Settlement Class Members; (b) \$3,500.00 as an incentive award to the Named Plaintiff; (c) Attorneys’ Fees of up to \$50,000.00 and expenses of up to \$1,100.00; and (d) Settlement Administrative costs of up to \$6,500.00. The Settlement Fund will be distributed directly to Settlement Class Members while the Named Plaintiff’s award, Attorney’s Fees and Costs, and the Costs of Settlement administration are all to be paid separate from and in addition to the Settlement Fund.

This notice summarizes the proposed Settlement. The Settlement Agreement and the papers filed in support of the Settlement are available for review and download at www.PierreLouisvBAYADA.com.

9. How much money can I get?

If the Court approves the Settlement, each member of the Settlement Class will receive a distribution equal to 50% of the total of their Unlisted Deductions. Your Individualized Statement will specify the amount of your distribution from the Settlement Fund.

Based on the information provided by the Defendants, the total amount of Unlisted Deductions for all Settlement Class members is \$44,684.94.

To determine your individual settlement payment, Settlement Class Members should review their Individualized Statement, carefully. Further information is available at www.PierreLouisvBAYADA.com.

PLEASE NOTE: Distributions to Settlement Class members from the Settlement Fund are not being paid as wages or salary, and therefore, no taxes are being deducted from these payments. BAYADA will be making these payments to each Settlement Class member and will be issuing a Form 1099 in compliance with IRS regulations. Settlement Class members are responsible for any tax on their

Settlement Fund distribution and should consult with their tax adviser with respect to any tax consequences.

10. When will I get a payment?

Payments will be distributed if the Court grants final approval to the Settlement and after any appeals are resolved. If the Court approves the Settlement after the hearing on MONTH XX, 2022, there may be appeals. We don't know how much time it could take to resolve any appeals that may be filed.

11. What Am I Giving Up as Part of the Settlement?

If you are a member of the Settlement Class and you receive a distribution from the Settlement Fund, you cannot sue, continue to sue, or be part of any other lawsuit against the Defendants or certain others about the same legal and factual issues in this case. It also means that all of the Court's orders in this case will apply to you and legally bind you and you will release your claims in this case against the Defendants. In accordance with Massachusetts law, you cannot exclude yourself, or opt out, from this Settlement.

HOW TO GET A PAYMENT CHECK

12. How can I get a payment check?

If the Court approves the Settlement, members of the Settlement Class who received an Individualized Statement will receive a payment from the Settlement Fund. You do not need to submit a claim form or take any action to receive a payment.

Members of the Settlement Class who did not receive an Individualized Statement will need to contact Class Counsel to verify their Settlement Class membership status in order to receive payment.

Class Counsel can be reached by writing to David Pastor, Esquire at the following address. To be valid your correspondence must be emailed or postmarked no later than **MONTH XX, 2022**, and sent to:

Class Counsel Email Address:	Class Counsel Mailing Address:
dpastor@pastorlawoffice.com	Pastor Law Office LLP ATTN: David Pastor, Esquire 63 Atlantic Ave Fl 3 Boston, MA 02110

If you are a Member of the Settlement Class who is not currently employed at BAYADA and you have recently changed your mailing address and/or your email address, please submit your updated contact information using the online form at www.PierreLouisvBAYADA.com OR by mail addressed to BAYADA Notice Administrator, c/o The Notice Company, P.O. Box 455, Hingham, MA 02043.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer representing me?

The Court appointed the law firm of Pastor Law Office, LLP, David Pastor, Esquire, 63 Atlantic Avenue, 3rd Floor, Boston, MA 02110, and the law firm of Bottone/Reiling, Richard B. Reiling, Esquire, 63 Atlantic Avenue,

3rd Floor, Boston, MA 02110 to represent you and other Class Members.

These lawyers are called Plaintiff's Counsel or Class Counsel. You will not be charged for these lawyers' work. If you want to be represented by your own lawyer, you may hire one at your own expense.

14. How will the lawyers be paid?

Class Counsel will ask the Court for approval of an award of attorneys' fees in the sum of \$50,000 and expenses in the sum of \$1,100. The requested fees and expenses, if awarded, will be paid by Defendants in addition to the Settlement Fund and will not reduce or impact the amounts payable to Class members from the Settlement Fund.

The attorneys' fees and expenses requested, to the extent they are awarded by the Court, will be the only payment to Class Counsel for their efforts in achieving this settlement and for their risk in undertaking this representation on a wholly contingent basis. To date, Class Counsel have not been paid for their services for conducting this Lawsuit on behalf of Plaintiff and the Settlement Class or for their out-of-pocket expenses. The fee and expense amount requested, if awarded, will compensate Class Counsel for their work and risk in achieving the settlement and is well within the range of fees awarded to class counsel under similar circumstances in other cases of this type. The Court may award less than this amount.

15. Will the Named Plaintiff Receive any Compensation for Serving as a Class Representative?

Yes, but only if approved by the Court. Class Counsel will apply to the Court for approval of an incentive award for the Named Plaintiff in the sum of \$3,500 as compensation for serving as a class representative and for undertaking the risks and responsibilities associated with that role. This incentive award, if approved by the Court, will be paid by Defendants in addition to the Settlement Fund and will not reduce or impact the amounts payable to Class members from the Settlement Fund.

OBJECTING TO OR COMMENTING ON THE SETTLEMENT, ATTORNEYS' FEES AND LAWSUIT EXPENSES, AND AWARD TO NAMED PLAINTIFF

You can tell the Court that you don't agree with the settlement or some part of it.

16. How do I object or comment on the Settlement?

If you are a Settlement Class Member, you can object to the Settlement if you don't like any part of the Settlement or if you dispute the amount of your payment as listed on your Individualized Statement.

You can give reasons why you think the Court should not approve it. The Court will consider your views. If the Court denies approval, no settlement payments will be sent out and the Lawsuit will continue.

To object to the Settlement Agreement, you must do so in writing. Written objections should include the following information:

- Your full name, current mailing address, telephone number, and if you are being assisted by a lawyer, the lawyer's name, address and telephone number;
- The case name and number of the Lawsuit (*Pierre Louis, et al. v. Bayada Home Health Care, Inc., et al.*, Case No. 1981CV01957);
- A statement establishing your membership in the Settlement Class;
- The dates of your employment with BAYADA in Massachusetts;
- A brief explanation of your reasons for objecting; and

- Your signature.

An objection must be submitted to the Court either by mailing it to the Clerk at the address below, or by filing it in person at the Courthouse, with copies sent to counsel as listed below. **To be valid, objections must be filed with the Court or postmarked on or before MONTH XX, 2022:**

COURT
CIVIL CLERK'S OFFICE Middlesex Superior Court 200 Trade Center, Flr 2 Woburn, MA 01801-1877

Copies of the objection must be mailed, postmarked on or before MONTH XX, 2022, to counsel to the parties as follows:

Class Counsel	Defendants' Counsel
PASTOR LAW OFFICE, LLP Attn: David Pastor, Esquire 63 Atlantic Avenue, 3rd Floor Boston, MA 02110	BUCHANAN INGERSOLL & ROONEY PC Attn: Thomas G. Collins, Esquire 409 Second Street, Suite 500 Harrisburg, PA 17101-1357

THE COURT'S FAIRNESS HEARING

17. When and where will the Court consider the Settlement, the request for attorneys' fees, litigation costs, and the award to Named Plaintiff?
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The hearing for Final Approval of the Settlement ("Final Approval Hearing") will be held on MONTH XX, 2022 at XX:XX a.m./p.m., before the Honorable XXXXXXXXXXXX, Middlesex Superior Court Judge, at the Superior Court of Middlesex County, Room 520, 200 Trade Center, Flr 2, Woburn, MA 01801-1877 (or by videoconference if circumstances warrant).

The Court may adjourn the Settlement Hearing from time to time and without further notice to the Class, so you should routinely check the settlement website, www.PierreLouisvBAYADA.com, for current information.

Proceedings and access to the Courthouse may be affected by Court Orders regarding the coronavirus pandemic. Please consult the Settlement website, www.PierreLouisvBAYADA.com, for updates.

The purpose of the Final Approval Hearing will be to determine: (1) whether the proposed settlement, as set forth in the Settlement Agreement, should be approved as fair, reasonable, and adequate to the Members of the Settlement Class; (2) whether the application by Class Counsel for an award of attorneys' fees and expenses and by the Named Plaintiff for an incentive award should be approved; and, if so, in what amounts; (3) whether the stipulation for dismissal described in the Settlement Agreement, should be filed. At the Final Approval Hearing the Court will consider any objections and listen to people who have asked to speak at the hearing.

The Court may decide these issues at the hearing or take them under consideration and decide them at a later time. We do not know how long these decisions will take.

18. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. If you file an objection or comment, you don't have to come to Court to talk about it. As long as you filed your written objection on time, your objection will be presented to the Court for its consideration. You may also hire another lawyer at your own expense to attend on your behalf, but it's not required.

19. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must file a "Notice of Intent to Appear in *Pierre Louis, et al. v. Bayada Home Health Care, Inc., et al.*, Case No. 1981CV01957." Be sure to include your name, address, telephone number and your signature. Your Notice of Intent to Appear must be submitted to the Court either by mailing it to the Clerk at the address in Question 16, or by filing it in person at the Courthouse no later than MONTH XX, 2022 with copies mailed to Class Counsel and Defendants' Counsel at the addresses listed in Question 16.

IF YOU DO NOTHING

20. What Happens if I Do Nothing at All?

If you are a Settlement Class Member and you do nothing, then you will receive money from this Settlement if it is approved by the Court. In addition, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against any of the Defendants or certain others about the same legal or factual issues in this case.

GET MORE INFORMATION

21. Where can I get more information?

This notice summarizes the Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at www.PierreLouisvBAYADA.com. For further information regarding the Settlement, you may contact Class Counsel: David Pastor, Esquire, Pastor Law Office LLP, 63 Atlantic Avenue, 3d Floor, Boston, MA 02110, telephone: (617) 742-9700, email: dpastor@pastorlawoffice.com.

ALL INQUIRIES CONCERNING THIS NOTICE SHOULD BE MADE TO CLASS COUNSEL.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE.

INDIVIDUALIZED STATEMENT OF CLASS MEMBER DISTRIBUTION

According to BAYADA’s records, your total “Unlisted Deductions” for your employment between: [Start Date] and [End Date] was: \$XXX.XX.

If the Court approves the Settlement, then you will receive a share of the Settlement Fund calculated as follows:

Unlisted Deductions	=	[\$XXX.XX]	×	=	[\$YYY.YY]	=	Calculated Compensation
× 50%			50%				

EXHIBIT 1C

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 _____, 2022, at _____ a.m./p.m., in Courtroom No. _____ at _____, Woburn, Massachusetts 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: _____, 2022

SUPERIOR COURT JUDGE

EXHIBIT 1D

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