

Notice of Class Action Settlement

Sahara Campbell, et al., v. Premierfirst Home Health Care, Inc., et al.
USDC, SDOH, Eastern Div., Case No.: 2:22-cv-199

This Notice affects your rights. Please read carefully.

The United States District Court for the Southern District of Ohio has approved this Notice to let you know that the parties reached a settlement in the civil action styled, *Sahara Campbell, et al., v. Premierfirst Home Health Care, Inc.* et al., Case No. 2:22-cv-199 (the “Lawsuit”).

This Notice explains the Lawsuit, the terms of the settlement, and your rights and obligations as a class member. This Notice is not intended to be and should not be understood as an expression of any opinion by the Court as to the merits of any of the claims or defenses asserted in the case.

SUMMARY OF THE LAWSUIT

Sahara Campbell and Catherine Morris (the “Named Plaintiffs”), on behalf of a class and collective of home health aides currently or formerly employed by Premierfirst Home Health Care, Inc. (collectively “Plaintiffs”), filed a Lawsuit against Premierfirst Home Health Care, Inc. (“Premierfirst”), Ryan Doyle, and Abdillahi Yusuf (collectively “Defendants”) as a class and collective action. Plaintiffs allege that Premierfirst failed to pay proper overtime wages to employees at a rate of one and one-half times their regular rates of pay for all hours worked in excess of 40 per workweek.

Defendants have denied and continue to deny that they failed to properly pay overtime, and they further deny any and all liability and damages to anyone with respect to the allegations set forth in the Lawsuit.

The Court has not ruled on the merits of Plaintiffs’ claims or Defendants’ defenses, and Plaintiffs and Defendants continue to disagree as to the probable outcome of the litigation with respect to liability and potential damages. Despite these disagreements, the parties have reached a settlement in this matter.

SUMMARY OF THE SETTLEMENT

Defendants have agreed to pay into a settlement fund to be allocated among Plaintiffs to settle the Lawsuit (“Settlement Funds”). If you file a valid claim, as explained below, you will receive a share of the Settlement Funds based upon a formula developed by the parties and approved by the Court. The Settlement Funds represent the maximum amount available for payment of individual settlement payments, class representative enhancement payments, claims administration expenses, and attorneys’ fees & costs.

CALCULATION OF SETTLEMENT PAYMENTS

Named Plaintiffs, Collective Members who have already opted-into this Lawsuit, and Class Members who timely return a Claim form will be entitled to receipt of an individual settlement payment on a pro rata basis. If you timely return a Claim form, your damages will be calculated by Class Counsel as follows: Counsel will review your biweekly payroll records. For biweekly pay periods in which you worked at least 81 hours, Class Counsel will calculate overtime owed to you during the applicable statute of limitations period: between January 20, 2020 and January 20, 2022. This calculation will be done by subtracting the total biweekly hours by 80, then multiplying that figure by 0.5 times your regular rate of pay to determine the “half-time” overtime damages.

YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT

- (1) **SUBMIT A CLAIM FORM AND RECEIVE MONEY** – If you submit a valid Claim Form by **December 12, 2024** and the Court approves the settlement, you will receive money from the Settlement Funds. There is a Claim Form and prepaid envelope enclosed with this Notice. You can fill out the Claim Form and mail back to the Claims Administrator using the prepaid envelope. Alternatively, you can email it to the Claims Administrator at premierfirstsettlement@cptgroup.com or fax it to the Claims Administrator at (949) 419-3446.
- (2) **DO NOTHING** – By doing nothing, you will not receive money under the Settlement Agreement. You will also not retain your ability to sue Defendants about the same legal claims asserted in this Lawsuit.
- (3) **ASK TO BE EXCLUDED** -- If you ask to be excluded (that is, to “opt-out”) by mailing a request for exclusion to the Claims Administrator by **December 12, 2024**, you will not receive any money or benefits. However, you keep any rights to sue Defendants separately about the same legal claims in this Lawsuit, assuming the time period to sue has not expired. You will have to hire your own lawyer to pursue your claims in a new lawsuit. In order to opt-out, you must send a letter to the Claims Administrator. The opt-out letter must be signed by you, contain your name, address, and telephone number, and must clearly state that you wish to opt out of the Lawsuit. Your letter must be postmarked and can be sent by mail back to the Claims Administrator using the prepaid envelope. Alternatively, you can email it to the Claims Administrator to premierfirstsettlement@cptgroup.com or fax it to the Claims Administrator to (949) 419-3446.
- (4) **OBJECT** – If you do not ask to be excluded, you may object to the settlement by submitting an objection in writing. To be considered, your statement must be filed with the Court and served upon all counsel of record by **December 12, 2024**. If you fail to timely file and serve a written objection in this manner, you shall be deemed to have waived any objections. Any person who does not serve timely written objections to the settlement shall not be permitted to present their objections to the settlement at a Final Approval Hearing and shall be foreclosed from seeking review of the Settlement by appeal or otherwise. Further, please be aware that:
 - a) Objections must be in writing, signed, and must include a description of the basis of the objection.
 - b) The objection must set forth your full name, current address, and telephone number.
 - c) Any Class Member who submits an objection to the settlement will still be bound by all terms of the Settlement Agreement, including the Release of Claims set forth below, as well as any judgment that may be entered by the Court if it grants final approval of the settlement.
 - d) If you have objected to the settlement and timely filed and served a written objection, you have the right to appear at the Fairness Hearing either in person or through counsel you have hired. If you wish to appear at the Fairness Hearing, you must state your intention to do so at the time you submit your written objection. You may withdraw your objection at any time. You may only appear at the Fairness Hearing if you have filed a timely objection that complies with the procedures provided in this Paragraph. **The fairness hearing will take place January 14, 2025 at 1:00 PM in Courtroom**

QUESTIONS

1. Why did I get this notice?

According to Premierfirst's records, you are an Eligible Class Member. That means, you were an hourly-paid employee who performed home health aide services for Premierfirst between January 20, 2019 and March 13, 2023, and worked more than 37.5 total hours in any workweek within that timeframe.

2. Can I contact the Claims Administrator by telephone?

For more complete details about the Lawsuit and the proposed settlement or your options set forth above, you may telephone the Claims Administrator, toll free, at 1-888-663-4110.

3. What if my address changes before the Settlement Funds are distributed?

If you change your address, or if this Notice was not mailed to your correct address, you should immediately provide your current address to the Claims Administrator by telephone to ensure that you receive future communications about the Lawsuit. If the Claims Administrator does not have your correct address, you might not receive notice of important developments in the Lawsuit and you might not receive your share of the Settlement Funds.

YOUR RELEASE OF CLAIMS

4. Are my legal rights affected if I do nothing?

Yes, if you do nothing you will receive nothing and you will not be able to sue Defendants or recover any benefits for any of the claims identified as being included in the "Settled Claims" as defined below. You will also release any claims included in the Settled Claims below that you may have, unless you exclude yourself from this settlement as discussed below.

5. What claims are included in the term Settled Claims?

Plaintiffs, other than those who timely and properly opt out of this Settlement, shall fully release and forever discharge the Released Parties from any and all charges, claims, causes of action, actions, lawsuits, demands, demands for arbitration, complaints, liabilities, obligations, promises, agreements, rights, and controversies of any kind, whether known or unknown, for any remedies whatsoever, including monetary relief, injunctive relief, declaratory relief, equitable relief, damages, special damages, liquidated damages, wages, compensation, benefits, restitution, disgorgement, attorneys' fees, costs, expenses, losses, debts, interest, penalties, civil penalties, and fines, whether direct or indirect, whether under federal law or the law of any state, whether suspected or unsuspected, which any Collective or Class Member has had, now has, or may have in the future against the Released Parties, as defined below, for any act occurring on or before the date on which preliminary approval is granted relating to the payment of wages, hours worked, or based on the facts that were or reasonably could have been alleged in the Litigation, including, but not limited to, claims relating to wages, compensation, work performed off-the-clock, regular rate calculations, hours worked, payments for hours worked, payments for travel

time, and all claims under the Fair Labor Standards Act and Ohio Minimum Fair Wage Standards Act during the Released Claim Period.

“Released Parties” means Defendants and their respective current, former, and future heirs, spouses, trustees, executors, administrators, agents, attorneys, assigns, affiliates, divisions, subsidiaries, parents, predecessors, present and former officers, partners, directors, employees, shareholders and/or successors, representatives and/or principals thereof.

CLASS COUNSEL

The law firm for Plaintiffs and those who have submitted valid claims is Mansell Law, LLC. The attorneys’ names, address, telephone numbers, and email addresses are as follows:

Mansell Law LLC
Greg R. Mansell, Esq.
Carrie J. Dyer, Esq.
1457 S. High St.
Columbus, OH 43207
Phone: (614) 610-4134
Emails: greg@manselllawllc.com
carrie@manselllawllc.com

6. Do I need to get my own lawyer?

You do not need to hire your own lawyer because Class Counsel are working on your behalf. If you want your own lawyer, you will have to pay that lawyer. For example, you can ask him or her to appear in Court for you if you want someone other than Class Counsel to speak for you.

GETTING MORE INFORMATION

7. Are more details available?

Yes, if you believe that you need more details in order to make a decision, you can call the Claims Administrator, toll-free at 1-888-663-4110. The Claims Administrator can provide more complete details about the Lawsuit and the proposed settlement, and can let you review the Settlement Agreement. The Claims Administrator’s information is:

Campbell, et al. v. Premierfirst Home Health Care, Inc, et al.
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
Toll-Free: 1-888-663-4110
Email: premierfirstsettlement@cptgroup.com
Website : www.cptgroupcaseinfo.com/premierfirstsettlement

PLEASE DO NOT CONTACT THE JUDGE