

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF OHIO  
EASTERN DIVISION**

<b>SAHARA CAMPBELL, et al.,</b>	:	
	:	
Plaintiffs,	:	Case No.: 2:22-cv-199
	:	
v.	:	
	:	
<b>PREMIERFIRST HOME HEALTH CARE INC., et al.,</b>	:	Magistrate Judge Jolson
	:	
	:	
Defendants.	:	

**ORDER**

Plaintiffs have filed an Unopposed Motion for Preliminary Approval and FLSA Approval of the Parties' settlement in this matter. (Doc. 97). The Court, having considered the Motion, the terms of the Parties' settlement agreement, and the authority and exhibits provided in support of the motion, is of the opinion that the settlement is fair, reasonable, and adequate under 29 U.S.C. § 216(b) and Federal Rule of Civil Procedure 23.

IT IS HEREBY ORDERED THAT:

1. This Order incorporates by reference the definitions in the Settlement Agreement, and all terms defined herein shall have the same meaning as set forth in the Settlement Agreement.
2. The Plaintiff's Unopposed Motion seeks preliminary approval of the Settlement as to Class Members, final approval of the settlement of the claims of FLSA Collective Members, approval of the manner and timing of providing notice to the Class Members, and approval of the time period for opt-outs and objections. Plaintiffs' Motion is hereby **GRANTED**. The Settlement Agreement is fair, reasonable, and adequate and appears to have been the product of serious, informed, and extensive arm's-length negotiations between the Parties. In making this finding,

the Court considered the nature of the claims, the relative strength of the claims, the amounts and kinds of benefits to be paid if the settlement is approved after notice to the putative Class Members, the allocation of settlement proceeds, and the fact that a settlement represents a compromise of the Parties' respective positions rather than the result of a finding of liability at trial. Accordingly, the Court preliminarily finds that the Settlement Agreement was entered into in good faith.

3. The Court finds preliminarily, and for purposes of proceeding pursuant to Federal Rule of Civil Procedure 23, for settlement purposes only and on approval of the Settlement Agreement only, that the number of Class Members is sufficiently numerous, the Class Members are ascertainable based on Defendants' records, the Representative Plaintiffs' claims are typical of those in the class, and that there is adequate and fair representation by the Representative Plaintiffs and Class Counsel.

4. Accordingly, for purposes of this Settlement only, the Court hereby certifies the following settlement class and collective action pursuant to Federal Rule of Civil Procedure 23 and Section 216(b) of the Fair Labor Standards Act: current and former hourly employees who performed home health aide services for Premierfirst between January 20, 2019, and March 13, 2023, who worked more than 37.5 total hours in any work week.

5. The Court hereby **APPOINTS** Carrie J. Dyer, Greg R. Mansell, and Rhiannon M. Herbert of the Mansell Law, LLC law firm as Class Counsel for purposes of this Settlement.

6. The Court hereby **APPROVES** Representative Plaintiffs Sahara Campbell and Catherine Morris as Representative Plaintiffs for settlement purposes only.

7. The Court hereby **APPROVES** the Parties' proposed Class Representative Enhancement Payments of Five Thousand Dollars (\$5,000) to each of the two Representative Plaintiffs.

8. The Court hereby **APPROVES** CPT Group, Inc. as Claims Administrator for the purpose of this Settlement.

9. **IT IS FURTHER ORDERED** that a final approval hearing on the fairness of the proposed settlement, motion for final approval of the settlement, and motion for the awarding of attorneys' fees and costs will be held on **Tuesday, January 14, 2025, at 1:00 pm** in Courtroom 203 at the Joseph P. Kinneary U.S. Courthouse, 85 Marconi Boulevard, Columbus, Ohio 43215.

10. The form of the Class Member Notice and Claim Form appended to the Settlement Agreement as Exhibit A are hereby **APPROVED**.

11. **Within seven (7) days after entry of this Order**, Class Counsel will provide the Claims Administrator with a spreadsheet with putative Class Members' contact information to distribute notice of this Litigation to the Class and will include Defendants' counsel on this communication. The Claims Administrator shall treat this information as confidential. Class Counsel shall also provide Claims Administrator with a copy of this Settlement Agreement and this Order.

12. No later than **fourteen (14) days after entry of this Order**, the Claims Administrator shall distribute the Class Member Notice and Claim Form via First Class United States mail, postage prepaid. The Claims Administrator shall give the Parties two (2) business days' notice before the mailings are sent out. The Notice and Claim Form, attached to the Parties' Settlement Agreement as Exhibit A, shall inform all Class Members of their rights under this Agreement. If any Notices are returned as undeliverable, the Claims Administrator shall forward them to any forwarding addresses provided by the U.S. Postal Service.

13. Class Members shall have **thirty (30) days from the date of mailing** to return the Claim Form, submit any objections to the Settlement, or to opt out of the Settlement.

14. The Court finds that the Class Member Notice constitutes the best notice practicable under the circumstances and is in full compliance with Federal Rule of Civil Procedure 23, Section 216(b) of the FLSA, the laws of the United States Constitution, and the requirements of due process. The Court further finds that the Class Member Notice fully and accurately informs the Class Members of all material elements of the proposed settlement, of the Class Members' right to be excluded from the Class, and Class Member's right and opportunity to object to the settlement.

15. The Court hereby **APPROVES** the proposed procedure for opting out of the Class. The requests to opt out must be signed by the individual; contain their name, address, and telephone number; clearly state that the individual wishes to opt out of the Settlement; and be postmarked—whether sent via U.S. Mail, facsimile, electronic mail—within thirty (30) days of the date the Class Member Notice and Claim Form was sent to them. The date of the postmark on the return mailing envelope or the date of transmission on any other method of returning the request to opt out shall be the exclusive means to determine whether a request for exclusion has been timely submitted. Any Class Member who does not affirmatively opt out of the Settlement by submitting a timely and valid request for exclusion shall be bound by all terms of the Settlement Agreement, including the Release of Claims set forth herein, as well as any judgment that may be entered by the Court if it grants final approval of the Settlement.

16. Class Members who wish to object to the Settlement must first do so in writing. To be considered, such statement must be filed with the Court and served upon all counsel of record within thirty (30) days of the date the Class Member Notice and Claim Form was sent. Any Class Member who fails to timely file and serve a written objection in this manner 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 the Final Approval Hearing and shall be foreclosed from seeking review of the Settlement by appeal or otherwise.

Further:

- a) Objections must be in writing, signed, and must include a description of the basis of the objection.
- b) The objection must set forth the full name, current address, and telephone number of the person filing the objection.
- 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 herein, as well as any judgment that may be entered by the Court if it grants final approval of the Settlement.
- d) Within forty (40) days of the Class Administrator's mailing of the Class Member Notice and Claim Forms, it shall provide Plaintiffs' Counsel and Defendants' Counsel with a report identifying each person who objected to the Settlement along with any related documents and correspondence.
- e) The Parties may file with the Court written responses to any filed objections at or prior to the Fairness Hearing.
- f) An objector to the Settlement who has filed and served a timely written objection in accordance with this Paragraph also has the right to appear at the Fairness Hearing either in person or through counsel hired by the objector. An objector who wishes to appear at the Fairness Hearing must state their intention to do so at the time they submit their written objections. An objector may withdraw their objections at any time. No objector may appear at the Fairness Hearing unless they have filed a timely objection that complies with the procedures provided in this Paragraph.

17. If the Court grants final approval, Class Members and their successors shall conclusively be deemed to have given a release of the Settled Claims, as set forth in the Settlement Agreement, against Released Parties, and all such Class Members and their successors shall be permanently enjoined and forever barred from asserting any claim related to this action against the Released Parties. If for any reason the Court does not execute and file a Final Approval Order, the proposed settlement subject to this Order and all evidence and proceedings had in connection herewith shall be without prejudice to the status quo ante rights of the parties to the litigation.

18. Jurisdiction is hereby retained over this Action and the Parties to the Action, and each of the Class Members, for all matters relating to this Action, the Settlement Agreement, including (without limitation) all matters relating to the administration, interpretation, effectuation, and/or enforcement of the Settlement Agreement and this Order.

**IT IS SO ORDERED.**

Date: October 29, 2024

/s/ Kimberly A. Jolson  
KIMBERLY A. JOLSON  
UNITED STATES MAGISTRATE JUDGE