

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION**

SAHARA CAMPBELL, <i>et al.</i> , for)	
themselves and others similarly situated,)	
)	
Plaintiffs,)	Case No. 2:22-cv-199
)	
vs.)	
)	Magistrate Judge Kimberly A. Jolson
PREMIERFIRST HOME HEALTH)	
CARE, INC., <i>et al.</i> ,)	
)	
Defendants.)	

CLASS AND COLLECTIVE ACTION SETTLEMENT AND RELEASE AGREEMENT

Subject to approval by the United States District Court for the Southern District of Ohio (“**Court**”) in the civil action entitled *Campbell et al., v. Premierfirst Home Health Care, Inc., et al.*, S.D. Ohio, Case No. 2:22-cv-199 (the “**Action**” or the “**Litigation**”), this Class and Collective Action Settlement Agreement is entered into by and between Plaintiffs Sahara Campbell and Catherine Morris (the “**Representative Plaintiffs**”), on behalf of themselves and on behalf of Collective and Class Members, as defined herein, and Defendants Premierfirst Home Health Care, Inc. (“**Premierfirst**”), Ryan Doyle, and Abdillahi Yusuf (all Defendants, collectively, “**Defendants**”).

RECITALS

1. On January 20, 2022, Representative Plaintiffs filed this Action in the Court as a class and collective action under the Fair Labor Standards Act (“**FLSA**”), 29 U.S.C. §§ 201 et seq., the Ohio Minimum Fair Wage Standards Act (“**OMFWSA**”), and Federal Rule of Civil Procedure 23 on behalf of themselves and all Collective and Class Members against Premierfirst.
2. On December 6, 2022, Plaintiffs moved the Court to amend the Complaint to add Ryan Doyle and Abdillahi Yusuf as individual Defendants to this Action. The Court granted Plaintiffs’ motion on February 9, 2023 (ECF No. 36).
3. In this lawsuit, Representative Plaintiffs assert that Defendants failed to pay proper overtime wages to Collective and Class Members at a rate of one and one-half times their regular rates of pay for all hours worked in excess of 40 per workweek.
4. On October 14, 2022, the Parties engaged in the first of two arm’s length mediations with James H. Gordon. The Parties were unsuccessful in reaching a settlement at that time.
5. On March 3, 2023, pursuant to the Parties’ stipulation, the Court conditionally certified this Action as a collective action pursuant to 29 U.S.C. § 216(b).

6. Representative Plaintiffs have not filed a motion for certification of the Class pursuant to Federal Rule of Civil Procedure 23. Following the order granting conditional certification, Collective Members opted into the Action by filing consent forms pursuant to 29 U.S.C. § 216(b).

7. Beginning in advance of the first mediation in October 2022 and continuing until the Parties' second mediation on March 26, 2024, the Parties engaged in a comprehensive exchange of information regarding Plaintiffs' claims and Defendants' defenses to such claims. This involved exchanging Plaintiffs' payroll and schedule information with Plaintiffs' Counsel using this information to make a calculation of Plaintiffs' alleged damages resulting from Defendants' alleged failure to properly pay overtime compensation.

8. On March 26, 2024, the Parties engaged in a second arm's-length mediation with Mediator James Gordon. The Parties reached a settlement of this Litigation upon stated terms and conditions, which are now set forth in this Settlement Agreement.

9. The Parties desire to fully, finally, and forever settle, compromise, and discharge all Settled Claims as to all Released Parties, as those terms are defined below.

10. Plaintiffs' Counsel has conducted a thorough investigation into the facts of the Litigation and has diligently pursued an investigation of Plaintiffs' claims against Defendants. Based on their own independent investigation and evaluation, Plaintiffs' Counsel is of the opinion that the settlement with Defendants is fair, reasonable, and adequate, and is in the best interests of the Plaintiffs in light of all known facts and circumstances, including the risks of significant delay, the very possible risk of an inability to collect from Defendants at a later time, and the defenses asserted by Defendants.

THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, as defined below, as well as the good and valuable consideration provided for herein, the Parties hereto agree to a full and complete settlement of the Litigation on the following terms and conditions:

DEFINITIONS

The terms set forth below shall have the meanings defined herein wherever used in this Agreement and its exhibits.

11. **"Agreement"** or **"Settlement"** shall mean this Class and Collective Action Settlement and Release Agreement, including all exhibits hereto.

12. **"Class Counsel"** or **"Plaintiffs' Counsel"** are Carrie Dyer, Greg Mansell, and Rhiannon Herbert of Mansell Law LLC.

13. **"Claims Administrator"** shall mean the entity selected by Plaintiffs and approved by Defendants to provide notice to the Class and FLSA Collective Members and administer payment of the settlement to Class and FLSA Collective Members, such as Analytics Consulting or a comparable entity as agreed upon by the Parties.

14. “**Class;**” or “**Class Member**” shall mean all persons who did not file consents to join the lawsuit. These individuals are still putative Class Members with respect to the Representative Plaintiffs’ Federal Rule of Civil Procedure 23 class claims.

15. “**Class Member Notice and Claim Form**” means the notice of settlement, informing the Class Members of the pendency of this Action; the terms of the proposed Settlement; the right to make a claim for a share in the Settlement Fund (as defined below); the right to opt out of the settlement or object to it; and the date of any Final Approval Hearing, similar in form and substance to Exhibit A, attached hereto, to be approved by the Court and disseminated to all Class Members.

16. “**Collective and Class Members**” shall mean 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 workweek.

17. “**Collective Members**” means Collective and Class Members who filed consents to join the lawsuit pursuant to the Court’s March 13, 2023 Order granting conditional certification pursuant to 29 U.S.C. § 216(b). There are currently 45 Collective Members (including Representative Plaintiffs) who are identified in Exhibit B.¹

18. “**Court**” shall mean the United States District Court for the Southern District of Ohio.

19. “**Days**” shall mean calendar days.

20. “**Defendants’ Counsel**” are Kristina Dahmann, Paul Bittner, and Lydia Reback of Ice Miller LLP.

21. “**Effective**” or “**Effective Date**” is the date on which this Settlement becomes effective, which shall mean one (1) day following the last date the Final Order and Judgment entered by the Court finally approving this Agreement is appealable (30 days after the entry of Judgment), if no appeal is filed.

- a) If an appeal is taken, then the Effective Date shall be twenty (20) days after:
 - (i) the date of final affirmance of an appeal of the Final Order and Judgment, or the expiration of the time for a petition for a writ of certiorari to review the Final Order and Judgment and, if certiorari is granted, the date of final affirmance of the Final Order and Judgment following review pursuant to that grant; or (ii) the date of final dismissal of any appeal from the Final Order and Judgment or the final dismissal of any proceeding on certiorari to review the Final Order and Judgment.

¹ Exhibit B does not include the Opt-In Plaintiffs who were dismissed from this litigation via the Court’s March 5, 2024 Report and Recommendation (ECF No. 73). These individuals are not eligible for a settlement payment.

22. **Fairness Hearing.** “Fairness Hearing” shall mean the hearing on the Motion for Judgment and Final Approval.

23. **“Final Order and Judgment”** shall mean the final Order entered by the Court after the Fairness Hearing approving the settlement and entering Judgment pursuant to this Stipulation and in accordance with Fed. R. Civ. P. 58. A proposed version of the Final Order and Judgment shall be submitted to the Court in the form attached hereto as Exhibit C.

24. **“Litigation”** shall mean *Campbell et al., v. Premierfirst Home Health Care, Inc., et al.*, S.D. Ohio, Case No. 2:22-cv-199, United States District Court, Southern District of Ohio.

25. **“Parties”** shall mean, collectively, the Representative Plaintiffs, Class and Collective Members, and Defendants.

26. **“Plaintiffs”** shall mean the Representative Plaintiffs and the Collective and Class Members, collectively.

27. **“Preliminary Approval Order”** shall mean the Order entered by the Court granting, *inter alia*, 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. A proposed version of the Preliminary Approval Order and FLSA Approval shall be submitted to the Court in the form attached hereto as Exhibit D.

28. **“Released Period”** for Plaintiffs shall mean the period between January 20, 2019 and the date on which the Court grants preliminary approval.

29. **“Settlement Period”** for Plaintiffs shall mean the period between January 20, 2019 and March 13, 2023.

APPROVAL AND CLASS NOTICE

30. **Retention of Claims Administrator.** The Claims Administrator shall be jointly selected by the Parties and shall be responsible for the claims administration process and distributions to Claimants as provided herein, as well as for making any mailings and performing other services as required under this Agreement.

- a) The Parties agree to cooperate with the Claims Administrator and assist it in administering the Settlement.
- b) If the Settlement is not given final approval by the Court and does not become Effective, the Parties shall bear settlement administration fees and costs equally.

31. **Preliminary Approval by the Court.** The Parties agree and consent to the certification of the Litigation as a class action pursuant to Federal Rule of Civil Procedure 23 for settlement purposes only. Such certification shall not constitute an admission by Defendants of

any kind or a determination that certification of a class for any other purpose is appropriate or proper.

- a) Within twenty-one (21) days of the execution of this Agreement, Plaintiffs will submit to the Court a Motion for an Order Preliminarily Approving the Class Action Settlement (“**Preliminary Approval Motion**”).
- b) The Preliminary Approval Motion will seek approval of the settlement of FLSA Collective Member’s claims, the setting of dates for the submission of claim forms, opt-outs, objections, and a Fairness Hearing.
- c) Plaintiffs will provide Defendants with a draft of the Preliminary Approval Motion a reasonable time before its filing.

32. In the event the Court does not grant final approval of the Settlement, the Rule 23 class shall be decertified and the certification of the class for settlement purposes shall not constitute evidence that the requirements for certification of a class in this or any other action are satisfied, and Defendants expressly reserve all rights to challenge certification of a class in this or any other action on all available grounds.

SETTLEMENT APPROVAL PROCEDURE

33. This Agreement will become final and effective upon the occurrence of all of the following events:

- a) Execution of this Settlement Agreement by the Representative Plaintiffs and Defendants.
- b) Submission to the Court of a motion for preliminary approval of the Settlement as to the Representative Plaintiffs and the Class and Collective Members, which shall seek approval to issue the Class Member Notice and Claim Form to Class Members. The Parties agree to file their preliminary approval motion as soon as possible following the execution of this Settlement Agreement.
- c) Entry of a Preliminary Approval Order by the Court granting preliminary approval of the Settlement and approving the form, content, and method of distribution of the proposed Class Member Notice and Claim Form, which shall inform the Class Members of the pendency of this Action; the terms of the proposed Settlement; their right to make a claim for their share in the Settlement Fund (as defined below); their right to opt out of the settlement or object to it; and the date of any Final Approval Hearing, which, to the extent feasible in light of the Court’s calendar, shall be scheduled between sixty (60) and seventy-five (75) days after the Court’s entry of the Preliminary Approval Order.
- d) Within fourteen (14) days after entry of the Preliminary Approval Order, the Claims Administrator shall distribute the Class Member Notice and

Claim Form in the form and manner approved by the Court. Following the mailing of the notices, Class Members shall have thirty days from the date of mailing to return the Claim Form, submit any objections to the Settlement, or to opt out of the Settlement.

- e) No later than fourteen (14) days prior to the Final Approval Hearing, the Parties shall file a motion seeking final approval of the Settlement and entry of a Final Order, which shall be supported by a declaration from the Claims Administrator verifying that the Class Member Notice and Claim Form were distributed to the Class Members in the form and manner approved by the Court and reporting any objections to the Settlement or opt out requests received by the Claims Administrator.
- f) Convening of the Final Approval Hearing.
- g) Entry of a Final Order granting final approval of the Settlement, approving the proposed distributions set forth below, and dismissing this Action with prejudice.
- h) Occurrence of the “Effective Date.”

CLASS AND COLLECTIVE NOTICE AND CLASS MEMBER CLAIM FORMS

34. **Provision of Information to Claims Administrator.** Within seven (7) days after entry of the Preliminary Approval Order, Class Counsel will provide to the Claims Administrator and Defendants’ Counsel the spreadsheet previously used to distribute notice of this Litigation to the Class. The Claims Administrator shall treat this information as confidential. Class Counsel shall also provide Claims Administrator with a copy of this Settlement Agreement and the Preliminary Approval Order.

35. **Notice Mailing.** The Claims Administrator shall mail 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 Notices are sent out. The Notice and Claim Form shall inform all Class Members of their rights under this Agreement. Defendants’ Counsel and Class Counsel have the right to make inquiries and receive any information from the Claims Administrator as is necessary to the administration of this Settlement.

36. **Notices Returned Undeliverable.** If any Notices are returned as undeliverable, the Claims Administrator shall forward them to any forwarding addresses provided by the U.S. Postal Service. The Claims Administrator shall, within ten (10) days after the first mailing of Notice, notify Class Counsel and Defendants’ Counsel of the precise date of the end of the Claim Form Period (defined below) and Claim Form Deadline (defined below).

37. **Deficient Claims.** The Claims Administrator shall notify Class Members who submit deficient claim forms (“Deficient Claimant(s)”) of the deficiency within five (5) business days of receipt. Deficient Claimants will have ten (10) days, or the remainder of time left before the Claim Form Deadline (defined below), whichever date is later, to cure said deficiencies.

Deficiencies that are not cured within ten (10) days shall render the Deficient Claimant's claim waived.

38. **Claims to be Submitted by Claim Form Deadline.** Each Class Member must submit their completed Claim Form to the Claims Administrator no later than the deadline identified on the Claim Form ("**Claim Form Deadline**") in order to be eligible for their Individual Settlement Amount.

- a) For Claim Forms submitted by mail, the postmark date of the Claim Form mailed by the Claims Administrator to the Class Member and the postmark date of the Claim Form mailed by the Class Member to the Claims Administrator shall be deemed the exclusive means for determining whether a Class Member timely submitted his/her Claim Form.
- b) In the event that there is no postmark date of the Claim Form being mailed by the Class Member to the Class Administrator, it shall be presumed that the Claim Form was mailed five (5) days prior the Claims Administrator's receipt of the Claim Form, excluding any Sunday or other day for which no postal service was provided.
- c) Claim Forms may also be submitted by facsimile, electronic mail, or through any other means established by the Claims Administrator and approved by the Parties.

39. **CAFA Notices.** Within ten (10) days following the filing of this Agreement with the Court, Defendants shall serve upon the appropriate state and federal officials a notice of the proposed Settlement in compliance with the requirements of the Class Action Fairness Act ("CAFA"), 28 U.S.C. §1715.

CLAIMS MADE PROCEDURE

40. **Class Member Notice and Claim Form.** In order to be entitled to receipt of an Individual Settlement Payment (as defined below), Class Members must make a claim by completing the Claim Form affixed to the Class Member Notice (Exhibit A).

- a) Collective Members (i.e., Collective and Class Members who filed consents to join the lawsuit pursuant to the Court's March 13, 2023 Order granting conditional certification pursuant to 29 U.S.C. § 216(b)) do not have to make an additional claim and shall be deemed to have made a claim to entitle them to Individual Settlement Payments.
- b) The Class Member Notice and Claim Form shall provide for a thirty (30) day claim period for Class Members to submit Claim Forms ("**Claim Form Period**").

41. **Claims Administrator Reporting and Associated Obligations.** After issuing the Notices and Claim Forms, the Claims Administrator shall provide weekly reports to counsel for the Parties with respect to the names of individuals submitting timely and valid Claim Forms,

deficient Claim Forms, unclear Claim Forms, untimely Claim Forms, Opt-Out Statements, and objections.

- a) Within five (5) days of receipt of the weekly update, Defendants' counsel will provide Plaintiffs' counsel with complete payroll records for any Class Member who returned a Claim Form, covering the time period between January 20, 2019 and March 13, 2023. This will allow Plaintiffs' counsel to conduct an analysis of the half-time overtime damages owed to the Class Member as described below.
- b) Within ten (10) calendar days of the close of the Claim Form Period, the Claims Administrator shall prepare a final list of all Class Members who timely submitted a valid Claim Form, a list of opt-outs, together with copies of the applicable Claim Forms, and provide such information and documents to Plaintiffs' Counsel and Defendants' Counsel. The Claims Administrator will update and supplement this information as necessary.

SETTLEMENT PAYMENT AND CALCULATION OF INDIVIDUAL PAYMENTS

42. **Settlement Payment.** In consideration of the mutual covenants and promises set forth herein, the Parties agree, subject to the Court's approval, as follows:

- a) Maximum Settlement Fund. Defendants agree to pay a maximum of Three Hundred and Fifty Thousand Dollars (\$350,000) ("Settlement Fund"), which shall resolve and satisfy all monetary obligations under this Agreement, including all attorneys' fees, litigation costs, Settlement Administration Expenses, payments to Claimants and Qualified Class Members, and Enhancement Awards. The Settlement Fund represents the maximum amount available for payment of Individual Settlement Payments, Class Representative Enhancement Payments, Claims Administration Expenses, and Attorneys' Fees & Costs (as these terms are defined below).
- b) Payments by Defendants:
 - i. Within 30 days of the Effective Date, Defendants shall make a payment of Two Hundred and Fifty Thousand Dollars (\$250,000) ("**First Installment**") to the Claims Administrator to be held in escrow.
 - ii. Beginning thirty (30) days after the First Installment, Defendants shall make twelve payments of \$8,333.33 in equal monthly installments for twelve (12) months ("**Continuing Installments**") to the Claims Administrator to be held in escrow, totaling One Hundred Thousand Dollars (\$100,000).

- iii. The portion of the Settlement Fund made available for payment of Individual Settlement Payments will be determined after subtracting the amounts payable for Class Representative Enhancement Payments, Claims Administration Expenses, and Attorneys' Fees & Costs.
- iv. The Parties agree that Defendants shall be responsible for all employer-side taxes separate and apart from the First Installment and Continuing Installments.

c) Individual Settlement Payment Distribution Formula. 1) Collective Members, and 2) Class Members who have timely returned a Claim Form, will be entitled to receipt of Individual Settlement Payments on a pro rata basis as follows:

i. Collective Member Calculations. Plaintiffs' Counsel has already completed calculations reflecting alleged half-time overtime damages for Collective Members using payroll records provided by Defendants throughout the course of this Action.

A. These alleged damages were calculated by reviewing Collective Members' biweekly payroll records. For biweekly pay periods in which a Collective Member worked at least 81 hours, Plaintiffs' Counsel calculated overtime owed between January 20, 2019 – April 23, 2022 (when Premierfirst began paying one and one-half times the regular rate for hours worked). This calculation was done by subtracting the total biweekly hours by 80, then multiplying that figure by 0.5 times the Collective Member's regular rate of pay to determine the "half-time" overtime damages.

B. Notwithstanding the damages calculations described herein, in the event that a Collective Member or Class Member who timely submits a Claim Form does not have half-time overtime damages, they will receive a nominal settlement payment in the amount of Fifty Dollars (\$50.00) in exchange for their agreement to the Release of Claims described herein.

ii. Class Member Calculations. Upon receipt from Defendants' counsel of payroll records for any Class Member who returns a Claim Form as described above, Plaintiffs' counsel will perform the same half-time overtime damages calculations as described above, for the period of time between January 20, 2022 (the date this action was filed) and January 20, 2020 (two years prior to the date this action was filed).

iii. Individual Settlement Payments. Upon the close of the Claim Form Period, Plaintiffs' Counsel will provide Defendants' Counsel and the

Claims Administrator with half-time overtime damages calculations for Collective Members and Class Members who have returned Claim Forms. The Claims Administrator will determine Individual Settlement Payments by dividing the amount of the Settlement Fund available to be paid as settlement payments pro rata among the Collective Members and Class Members (“**Individual Settlement Payments**”). These Individual Settlement Payments will be made payable as set forth below.

- iv. Timing of Individual Settlement Payments. The Individual Settlement Payments will be distributed to Collective and Class Members as follows:
 - A. First Installment. From the First Installment, the Claims Administrator will receive payment for Claims Administration Expenses. Next, the Claims Administrator shall pay the Enhancement Payments as defined in Paragraph 44. All amounts remaining from the First Installment after subtracting the Claims Administration Expenses and the Enhancement Payments will be divided pro rata among the Individual Settlement Payments and Attorneys’ Fees & Costs.
 - B. Continuing Installments. Every three (3) months, the Claims Administrator will issue payments using the funds in escrow received from the Continuing Installments. These payments will be divided pro rata among the Individual Settlement Payments and Attorneys’ Fees & Costs.

43. **Enhancement Payments.** As part of the Preliminary Approval Motion, the Parties will apply for class representative enhancement payments of Five Thousand Dollars (\$5,000.00) (“Enhancement Payments”) to each of the two Representative Plaintiffs, Sahara Campbell and Catherine Morris.

- a) Defendants shall not oppose such application provided it is made in accordance with the terms of this Agreement.
- b) Representative Plaintiffs shall be required to execute a general release, which is set forth in Paragraph 54(c) below.
- c) The Claims Administrator shall issue an IRS Form 1099 to Representative Plaintiffs reflecting the Enhancement Payments.

44. **Attorneys’ Fees and Costs.** Prior to the Fairness Hearing, Class Counsel shall petition the Court for attorneys’ fees and reimbursement of reasonable litigation costs and expenses from the Settlement Fund (the “Fee Application”). Class Counsel shall seek One Hundred Sixteen Thousand, Six Hundred Sixty-Seven Dollars and No Cents (\$116,667.00) for attorneys’ fees and One Thousand, Three Hundred and Thirty Dollars and Seventeen Cents (\$1,330.17) for litigation

costs, for a total of One Hundred and Seventeen Thousand, Nine Hundred and Ninety-Seven Dollars and Seventeen Cents (\$117,997.17).

- a) Defendants will not oppose the Fee Application provided that Class Counsel has abided by the terms of this Stipulation. Defendants shall have no additional liability for attorneys' fees and costs relating to the Litigation, the Settlement, or any claims released by this Settlement.
- b) The Claims Administrator shall issue an IRS Form 1099 to Class Counsel reflecting the final amount of attorneys' fees and costs awarded by the Court.
- c) In the event the Court approves lesser amounts for either attorneys' fees or litigation costs than requested in the Fee Application, any such reduction will not affect the remaining terms of the Settlement approved by the Court and such approved terms will remain fully enforceable. The Class Counsel Award shall be inclusive of all attorneys' fees and costs of all Plaintiffs in the Litigation, unless the Settlement is not approved. The Class Counsel Award shall not include the Claims Administration Expenses.
- d) Upon this Agreement becoming Effective, Class Counsel waives all claims to any further attorneys' fees, costs, and expenses in connection with the Litigation. Except as otherwise provided herein, the Parties shall bear responsibility for their own fees, costs, and expenses arising from the Litigation.

45. **Claims Administration Expenses.** The Parties agree that the Claims Administrator will be compensated from the Settlement Fund for its reasonable fees and expenses related to administering this Settlement, including, but not limited to, printing and distributing notices for this Settlement, calculating settlement payments pro rata, tax reporting, distributing the Settlement Fund, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this Settlement, as requested by the Parties.

46. **Interest.** Any interest accrued from the QSF Account, net of taxes and any fees associated with investing such amount, shall immediately be added to and become part of the Settlement Fund.

47. **Tax Treatment of Individual Settlement Payments.** All Individual Settlement Payments will be allocated as follows: 50% to the settlement of wage claims and 50% to the settlement of claims for statutory penalties. The portion allocated to wages shall be reported on an IRS Form W-2 by the Claims Administrator and the portion allocated to statutory penalties shall be reported on an IRS Form 1099 by the Claims Administrator.

- a) Defendants and Defendants' Counsel make no representation as to the tax treatment or legal effect of the payments under this Settlement as taxable or non-taxable, and Plaintiffs are not relying on any statement, representation, or calculation by Defendants or Defendants' Counsel in this regard. Plaintiffs agree to hold harmless Defendants, Defendants' Counsel, and

Plaintiff's Counsel for any tax liability, including penalties and interest, arising out of or relating to Plaintiffs' failure to pay taxes on any amounts paid pursuant to this Settlement Agreement.

- b) The Claims Administrator shall be responsible for remitting to the tax authorities all payroll taxes for payments out of the Settlement Fund. All applicable employer payroll tax contributions associated with the payments, including the employer share of FICA, FUTA, and SUTA, shall be paid by Defendants.
- c) The Claims Administrator shall be responsible for all tax reporting with respect to the payments made pursuant to this Agreement and shall report the payments in accordance with the applicable law.
- d) In advance of the Effective Date, Plaintiffs' Counsel will provide the Claims Administrator with their tax-payer identification numbers and executed W-9 forms. Plaintiffs shall have one-hundred-twenty (120) days from the date their check is issued to negotiate it.
- e) The Parties agree that the Settlement Fund is intended to be a "Qualified Settlement Fund" under Section 468B of the Internal Revenue Code of 1986, as amended (the "Code"), 26 U.S.C. § 468B and Treas. Reg. § 1.468B-1, 26 C.F.R § 1.468B-1, *et seq.*, and will be administered by the Claims Administrator as such. The Claims Administrator will agree to indemnify and hold harmless the Parties for and against any claims or liabilities resulting from errors or omissions in its administration of the Settlement Fund.

48. **Remaining Funds to Revert.** If, after one hundred eighty (180) days following the mailing of the final Settlement Payment checks, funds remain in the Settlement Fund from non-negotiated checks, and/or that have otherwise not been claimed by Plaintiffs in a timely and valid manner as required under this Agreement, such funds will revert to Defendants.

49. **Improperly Cashed Checks.** Defendants, Defendants' Counsel, Plaintiffs' Counsel, and the Claims Administrator shall not be liable for checks cashed by persons other than Plaintiffs.

50. **Other Limitations.** Payments made under this Settlement Agreement are not intended to and will not: (1) form the basis for additional contributions to, benefits under, or any other monetary entitlements under; (2) count as earnings or compensation with respect to; or (3) be considered to apply to, or be applied for purposes of, Defendants' bonus, pension, any 401(k), and/or other retirement plans or similar plan.

OPT-OUT AND OBJECTION PROCESS

51. **Opt-Out Procedure.** Any Class Member may request exclusion from the Settlement by "opting out." Class Members who choose to opt out of the Settlement must mail a

request for exclusion to the Claims Administrator within thirty (30) days of the date the Class Member Notice and Claim Form was sent.

- a) To be valid, requests to opt out must be signed by the individual, contain their name, address, and telephone number, must clearly state that the individual wishes to opt out of the Settlement and must be postmarked – whether sent via U.S. Mail, facsimile, electronic mail, or pursuant to any other instruction contained in the Class Member Notice and Claim Form – within thirty (30) days of the date the Class Member Notice and Claim Form was sent to them.
- b) If a Class Member submits an unclear request for exclusion, the Claims Administrator shall notify the Class Member of the issue within five (5) business days of receipt. The Class Member shall have fifteen (15) days to cure said issue, at which point their attempted opt-out will be rejected if not received. Class Members submitting untimely or unclear requests for exclusion shall be bound by the Settlement and its Class Member release but will not be considered Claimants for settlement distribution purposes.
- c) If a Class Member submits both a Claim Form and a request for exclusion, the request for exclusion will control and the Class Member will not be considered a Claimant.
- d) 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.
- e) 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 opted out of the Settlement along with any related documents and correspondence. Individuals who opt out of the Settlement will not receive Individual Settlement Payments or any other form of payment as a result of this Settlement, cannot object to the Settlement, and will not be subject to the Release of Claims set forth herein.
- f) Representative Plaintiffs shall not opt out of the Settlement. Representative Plaintiffs’ execution of this Agreement shall signal their agreement to all terms of the Settlement.
- g) 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.

52. **Objection Procedure.** 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.

- 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.

RELEASES AND RELEASED CLAIMS

53. **Release of Claims.** Except as otherwise stated in this Settlement Agreement, the Parties agree that it is their intent that the terms set forth in this Settlement Agreement will release any further attempt by lawsuit, administrative claim, action, arbitration, demand, or other action of any kind by each and all of the Plaintiffs, other than those who opt out of the Settlement, to obtain a recovery based on any of the Settled Claims, as defined below, for harms arising during the period from January 20, 2019 to the date on which the Court grants preliminary approval (including participation in any class, representative, or collective action).

- a) Identity of Released Parties. Plaintiffs, other than those who timely and properly opt out of this Settlement, will release and discharge each Defendant 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 (“**Released Parties**”).
- b) Claims Released By Plaintiffs. 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 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 (the “**Settled Claims**”).
- c) General Release of Claims by the Representative Plaintiffs: In addition to the release set forth above at Paragraph 54(b), and in consideration for the Class Representative Enhancement Payments, the Representative Plaintiffs hereby promise not to sue and forever release and discharge the Released Parties from any and all charges, claims, demands, actions, causes of action, or suits, at law or in equity, of whatsoever kind or nature, losses, costs, attorneys’ fees, and expenses and damages of any kind, known or unknown, which they may now have or may now or hereafter assert against the Released Parties based on their employment with Defendant, including, but not limited to all claims for violation of any rights under any federal, state, or local statute, regulation or ordinance, including, but not limited to, Ohio Revised Code Chapter 4112, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Fair Labor Standards Act, the Family and Medical Leave Act, the Rehabilitation Act of 1973, the Reconstruction Act of 1866, the National Labor Relations Act, the Employee Retirement Income Security Act of

1974, the Consolidated Omnibus Budget Reconciliation Act, and the Sarbanes Oxley Act, all as amended to the date hereof, and all other federal, state, and local statutes, rules, regulations, ordinances, orders or common law principles, including qui tam actions. Nothing in this Settlement Agreement shall be construed to prohibit the Representative Plaintiffs from filing a charge or complaint with the EEOC, OCRC, NLRB, or any other federal, state, or local agency, except as to the Settled Claims, or participating in any investigation or proceeding conducted by such administrative agencies.

Notwithstanding the forgoing, Plaintiffs waive any right to monetary damages or other relief arising from any such charges, complaints, or claims.

Further, nothing set forth herein prevents Plaintiffs from exercising their rights under Section 7 of the National Labor Relations Act.

54. **Waiver By Representative Plaintiffs.** In addition to the Settled Claims described above, Representative Plaintiffs waive and release any right to opt out of this Settlement or object to it.

PARTIES' AUTHORITY

55. **Full Authority.** The signatories represent that they are fully authorized to enter into this Settlement Agreement and bind the Parties to its terms and conditions. The Representative Plaintiffs represent that they are authorized to enter into this Settlement Agreement in both their individual and representative capacities.

56. **No Assignment.** The Representative Plaintiffs and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, or encumbered to any person or entity any portion of any interest in the Litigation or any related action, or any liability, claim, demand, action, cause of action, or right released herein.

MUTUAL FULL COOPERATION

57. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including, but not limited to, execution of such documents as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties to this Settlement Agreement shall use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of Court, or otherwise, to effectuate this Settlement Agreement.

SEVERABILITY AND WAIVER

58. No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto shall be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right, or remedy.

NO ADMISSION OF LIABILITY

59. Defendants have agreed to the terms of the Settlement set forth herein without in any way acknowledging any fault or liability, and with the understanding that terms have been reached because this Settlement will (i) avoid the further expense and disruption of Defendants' business due to the pendency and expense of litigation, and (ii) put the claims in the Litigation to rest. Nothing in this agreement shall be deemed or used as an admission of liability by Defendants. Nothing in this Settlement shall be used, construed, or deemed admissible as evidence by or against any Party as a determination, admission, or concession of any issue of law or fact in this Litigation or in any other proceeding for any purpose.

JURISDICTION OF THE MAGISTRATE JUDGE

60. The Parties have agreed to submit this matter, including the approval of the Settlement and any related proceedings, to the jurisdiction of Magistrate Judge Kimberly A. Jolson and to attempt to expedite the Settlement to the extent possible in light of Magistrate Judge Jolson's calendar.

FINAL ORDER AND JUDGMENT DISMISSING THE ACTION

61. **Motion for Final Order and Judgment.** No later than seven (7) calendar days before the Fairness Hearing, Plaintiffs will submit a Motion for Final Order and Judgment. The Fairness Hearing shall be held at the Court's convenience.

- a) The Parties will seek to obtain from the Court, as a condition of settlement, a Final Order and Judgment in a form attached as Exhibit C, except that the Parties may mutually agree to changes to the Proposed Final Order and Judgment prior to seeking the Court's final approval of the Settlement.
- b) The Proposed Final Order and Judgment will, among other things, (i) enter Judgment in accordance with this Agreement, (ii) approve the settlement as fair, adequate, reasonable, and binding on all Qualified Class Members, and all Claimants, (iii) dismiss the Litigation with prejudice, (iv) enter an order permanently enjoining all Qualified Class Members and Claimants from pursuing and/or seeking to reopen claims that have been released by this Agreement, and (v) incorporate the terms of this Settlement and Release.
- c) Plaintiffs will provide Defendants with a draft of Motion for Final Order and Judgment seven (7) days before its filing.

62. **Effect of Failure to Grant Final Approval.** In the event the Court fails to enter a Final Order and Judgment in accordance with this Agreement, or such Judgment does not become Final as defined herein, or the Agreement does not become Effective, (i) this Agreement shall have no force or effect, (ii) neither this Agreement, nor any other related papers or orders, nor the negotiations leading to the Settlement, shall be cited to, used, or admissible in any judicial, administrative, or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural, (iii) none of the Parties will be deemed to have waived any claims, objections,

defenses, or arguments with respect to any issue, and (iv) the Litigation will proceed as if no settlement had been attempted.

ENFORCEMENT OF THIS SETTLEMENT AGREEMENT

63. **Prevailing Party.** In the event either party breaches the Settlement Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and costs.

64. **Governing Law and Continuing Jurisdiction.** This Settlement Agreement shall be subject to and governed by the laws of the State of Ohio and subject to the continuing jurisdiction of the United States District Court for the Southern District of Ohio.

PUBLICITY

65. The terms of this Agreement shall remain confidential until the filing of the Preliminary Approval Motion. Until that Motion is filed, Plaintiffs and Class Counsel agree that they have not and will not discuss, disclose, communicate, or publish the Agreement.

- a) Until the filing of the Preliminary Approval Motion, Class Counsel shall not report the Agreement in any medium or in any publication, shall not post or report anything regarding the Litigation or the Agreement on their website, and shall not contact or respond to inquiries from the press, reporters or general media regarding the fact or terms of the Agreement.
- b) As used herein, "press, reporters, or general media" shall refer to and include newspapers, periodicals, magazines, online publications, and television and radio stations and programs, and any representative of the foregoing. Upon receipt of any inquiry from the press, reporters or general media, Class Counsel shall response "we have no comment."
- c) Nothing herein shall prevent Class Counsel from communicating with Named Plaintiffs and members of the Class regarding the terms of this Agreement. Upon the filing of the Preliminary Approval Motion, this publicity provision shall terminate.

NOTICES

66. Unless otherwise specifically provided, all notices, demands, or other communications in connection with this Settlement Agreement shall be: (1) in writing; (2) deemed given on the third business day after mailing; and (3) sent via United States registered or certified mail, return receipt requested, addressed as follows:

To the Plaintiffs:

Carrie J. Dyer, Esq.
Mansell Law, LLC
1457 South High Street
Columbus, Ohio 43207

To Defendants:

Kristina S. Dahmann, Esq.
Ice Miller LLP
250 West Street, Suite 700
Columbus, Ohio 43215

CONSTRUCTION AND INTERPRETATION

67. **Construction.** The Parties have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement and this Agreement is made with the consent and advice of counsel. The determination of the terms and conditions of this Settlement Agreement has been by mutual agreement of the Parties. Each Party jointly participated in the drafting of this Agreement, and therefore the terms and conditions herein shall not be construed in favor of or against any of the Parties.

68. **Arm's-Length Negotiation; Materiality of Terms.** The Parties have negotiated all the terms and conditions of this Agreement at arm's length. All terms and conditions of this Agreement in the exact form set forth in this Agreement are material to this Agreement and have been relied upon by the Parties in entering into this Agreement.

69. **Headings.** Paragraph titles and section headings are inserted as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any of its provisions.

MODIFICATION

70. **Modifications to be in Writing.** This Agreement may not be changed, altered, or modified, except in writing and signed by counsel for all Parties and approved by the Court. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by counsel for the Parties. The Parties may agree in writing to modifications of the Agreement or its attachments at the direction of the Court.

71. **Extensions of Time.** Notwithstanding the foregoing sentences, without further Order of the Court, the Parties may agree in writing to extensions of time to carry out any of the provisions of this Agreement.

INTEGRATION CLAUSE

72. This Agreement contains the entire agreement between the Parties relating to the subject matter contained herein, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, with respect to such matters are extinguished.

BINDING ON ALL PARTIES

73. **Settlement Binding on All Parties.** The Parties intend that this Agreement shall be fully enforceable and binding upon all Parties, and that it shall be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any confidentiality provisions that otherwise might apply under federal or state law. This Agreement shall be binding upon and inure to the benefit of the Plaintiffs and their respective current, former, and future heirs, spouses, trustees, executors, administrators, agents, attorneys and/or assigns, and to the benefit of each Defendant 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 SIGNATORIES

74. It is agreed that it is impractical to have each Collective and Class Member execute this Agreement. The Class Member Notice and Claim Forms will advise all Plaintiffs of the binding nature of the release set forth herein and such shall have the same force and effect as if each Collective and Class Member executed this Settlement Agreement.

COUNTERPARTS

75. This Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Settlement Agreement, which shall be binding upon and effective as to all Parties.

IN WITNESS WHEREOF, the undersigned have duly executed this Settlement Agreement as of the date indicated below:

[Signatures appear on the following page]

PLAINTIFFS:

Sahara Campbell
Sahara Campbell (Oct 9, 2024 12:34 EDT)

SAHARA CAMPBELL

Catherine Morris
Catherine Morris (Oct 9, 2024 12:07 EDT)

CATHERINE MORRIS

Date: 10/09/2024

Date: 10/09/2024

DEFENDANTS:

PREMIERFIRST HOME HEALTH
CARE INC

DocuSigned by:
By: Ryan Doyle
89B3BCBE3FE5442...

Title: President

Date: 10/17/2024

DocuSigned by:
Ryan Doyle
89B3BCBE3FE5442...

RYAN DOYLE

Date: 10/14/2024

DocuSigned by:
Abdillahi Yusuf
E9C5BBBCF32F144E...

ABDILLAHI YUSUF

Date: 10/16/2024