FIRST JUDICIAL DISTRICT OF PENNSYLVANIA
COURT OF COMMON PLEAS OF PHILADELPHIA

LATISHA REED AND NADINE PIERRE, individually and on behalf of all others similarly situated,	:	CIVIL ACTION
	:	AUGUST TERM, 2016
Plaintiffs,	:	CASE NO. 160800491
v.	:	
BAYADA HOME HEALTH CARE, INC.,	:	
Defendant.	:	

STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE OF CLAIMS

This Stipulation of Class Action Settlement and Release of Claims (the "Settlement Agreement") is entered into by and between Plaintiffs, Latisha Reed and Nadine Pierre, individually and on behalf of the Settlement Class, and Defendant, BAYADA Home Health Care, Inc. (collectively, the "Parties"). The Settlement Agreement shall be binding on the Parties, subject to the terms and conditions hereof and the approval of the Court.

SECTION I
DEFINITIONS

1. "Agreement" or "Settlement" or "Settlement Agreement" means this Stipulation of Class Action Settlement and Release of Claims.

2. "Action" means the captioned lawsuit, entitled *Latisha Reed, et al. v. BAYADA Home Health Care, Inc*., filed on August 3, 2016, in the Court of Common Pleas of Philadelphia County (Case No. 160800491).

3. "Administration Costs" mean all costs associated with administering the Settlement, including the fees of the Claims Administrator.

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4. "Claims Administrator" is the entity appointed by the Court to administer the Settlement Agreement, in concert with the Parties and their counsel. The Parties have selected Strategic Claims Services to act as the Claims Administrator.

5. "Class" or "Class Members" means: All current and former employees of BAYADA Home Health Care, Inc., who worked in the Commonwealth of Pennsylvania from August 3, 2013 through September 10, 2024, as hourly paid Home Health Care Nurses (including Registered Nurses ("RNs") and Licensed Practical Nurses ("LPNs")).

6. "Class Counsel" means Miller Shah, LLP, Shaffer & Gaier, LLC and Stephan Zouras, LLC.

7. "Class Counsel Award" means attorneys' fees for Class Counsel's litigation and resolution of this Action and their expenses and costs incurred in connection with the Action, paid from the Settlement Account.

8. "Class Period" means the period from August 3, 2013, through September 10, 2024.

9. "Class Representative Enhancements" refer to the respective payments from the Settlement Account in the amount of Thirty Thousand Dollars and Zero Cents ($30,000.00) each to Latisha Reed and Nadine Pierre for their service to the Class Members, subject to Court approval.

10. "Class Representative(s)" or "Plaintiffs" mean Latisha Reed and Nadine Pierre in their capacity as the representatives of the Class.

11. "Class Notice" means the document titled "Summary Notice of Class Action Settlement" to be mailed to Class Members to inform them of the terms of the Settlement Agreement and their rights and options related thereto, which is attached hereto as Exhibit A.

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12. "Class Payment Fund" or the "Fund" means the Settlement Amount minus: (a) Class Representative Enhancements; (b) Class Counsel Award; (c) Administration Costs; and (d) Employer's Payroll Taxes.[1]

13. "Court" means the Court of Common Pleas of Philadelphia County.

14. "Database" means the digital data, provided to the Claims Administrator only, by Defendant, in a form usable by commercially available database software, like Microsoft Access or Excel, containing the following information with respect to each Class Member: (1) his or her name; (2) last known home address; (3) Social Security number; (4) last known telephone number; (5) email address if known; (6) employee ID number or identifying number; and (7) the total shifts worked by the Class Member as a Home Health Care Nurse in Pennsylvania during the Class Period. Class Counsel and Plaintiffs will only receive Class Member names, employee ID numbers and total shifts worked and will not receive Class Members' contact information or Social Security numbers as provided to the Claims Administrator.

15. "Defendant" means BAYADA Home Health Care, Inc.

16. "Defense Counsel" means Buchanan Ingersoll & Rooney, PC.

17. "Effective Date" means: (a) the date upon which the time for appeal of the Court's Order granting final approval of the Settlement Agreement expires; unless (b) an appeal is timely filed, then "Effective Date" means the date of final resolution of any appeal from the order granting final approval of the Settlement Agreement.

[1] "Employer's Payroll Tax(es)" for purposes of this Agreement means any state or federal employment taxes attributable to and payable by the employer of record in the ordinary course, including Social Security tax, Medicare Tax, Pennsylvania Unemployment Tax, and Federal Unemployment Tax.

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18. "Fairness Hearing" means the hearing at which the Court will consider final approval of the Settlement and make such other final rulings as are contemplated by the Settlement Agreement.

19. "Final Approval Order" or "Final Judgment" means the Order of the Court entered at the Fairness Hearing or thereafter finally approving the Settlement and making such other final rulings as are contemplated by the Settlement Agreement.

20. "Notice Date" means the date as of which Notice has been disseminated to the Settlement Class Members (as defined herein), as required by the Pennsylvania Rules of Civil Procedure, and any Court order.

21. "Opt-Out" is a Class Member who submits a valid and timely Request for Exclusion using the process specified in the Settlement Agreement.

22. "Opt-Out Period" means the period during which Class Members may exclude themselves from the Settlement, which concludes on the Response Deadline.

23. "Participating Class Members" means all Class Members who do not timely and validly exclude themselves from the Settlement consistent with the exclusion procedures set forth in the Settlement Agreement, including their respective successors, heirs, assigns and representatives.

24. "Plaintiffs" or "Named Plaintiffs" means Latisha Reed and Nadine Pierre.

25. "Preliminary Approval Date" means the date on which the Court enters the Preliminary Approval Order and authorizes the dissemination of Class Notice to Class Members.

26. "Preliminary Approval Order," attached hereto as Exhibit C, means the Order of the Court granting preliminary approval of the Settlement Agreement, or as may be modified by subsequent mutual agreement of the Parties in writing and approved by the Court.

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27. "Released Claims" means any and all claims, obligations, demands, actions, rights, causes of action, and liabilities against the Released Parties, of whatever kind and nature, character and description, that were asserted in the Action. The Claims include claims meeting the above definition under all applicable statutes, regulations or common law and means any and all claims, debts, liabilities, demands, obligations, penalties, guarantees, costs, expenses, attorney's fees, damages, action or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, that are alleged in the Action. The period of the Released Claims shall be the Class Period.

28. "Released Parties" means Defendant and all of its present and former parent companies, subsidiaries, divisions, predecessors, successors, assigns, joint ventures, and all of their shareholders, officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting by, through, under or in concert with any of them.

29. "Request for Exclusion" means a written statement signed by the Class Member requesting exclusion and containing the Class Member's name, address and telephone number. To be valid, the Request for Exclusion must be postmarked by the Response Deadline and received by the Settlement Administrator.

30. "Response Deadline" means the date forty-five (45) calendar days after the Notice Date, and shall also be the last date by which any of the following must occur in order to be timely and valid: (a) a Class Member who wishes to be excluded from the Settlement must timely submit (i.e., the document must be postmarked on or before this date) to the Claims Administrator a Request for Exclusion; and (b) a Participating Class Member who wishes to object to the

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Settlement must timely submit (i.e., the document must be postmarked on or before this date) to the Claims Administrator a written objection to the Settlement.

31. "Settlement" means the disposition of the Action pursuant to this Agreement.

32. "Settlement Account" means the interest-bearing account controlled by the Claims Administrator, and into which the Settlement Amount is deposited. No other funds shall be co-mingled within the Settlement Account.

33. "Settlement Amount" means Thirteen Million Five Hundred Thousand Dollars and Zero Cents ($13,500,000.00), which is the maximum gross amount that Defendant shall pay under the terms of the Settlement Agreement, and from which all payments contemplated by the Settlement Agreement shall be made.

34. "Settlement Payment" means a Class Member's portion of the payment from the Class Payment Fund which that Class Member is entitled pursuant to the Settlement Agreement. Settlement Payments shall be calculated pursuant to the formula(s) set forth in Paragraph 50 below.

35. "Settlement Class Members" or "Settlement Class" means: All current and former employees of BAYADA Home Health Care, Inc., who worked in the Commonwealth of Pennsylvania at any time from August 3, 2013 through September 10, 2024 as hourly paid Home Health Care Nurses (including RNs and LPNs), and who do not submit a timely and valid Request for Exclusion, as provided in this Agreement or previously opted-out.[2]

[2] Individuals who submitted a Request for Exclusion in connection with the Notice sent on May 12, 2022 by Court Order dated April 13, 2022, after the certification of the Class are excluded from the Settlement Class.

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SECTION II
RECITALS

36. On August 3, 2016, Plaintiffs, on behalf of themselves and the Class filed a Complaint in the Court of Common Pleas for Philadelphia County asserting violations of the Pennsylvania Minimum Wage Act of 1968, *as amended*, 43 Pa. C.S. §§ 333.101 – 333.115, and of the Pennsylvania Wage Payment and Collection Law, *as amended*, 43 P.S. §§ 260.1 – 260.45.

37. During more than eight years of litigation and substantial fact and expert discovery, Defendant provided Plaintiffs' counsel with documents, electronically-stored information ("ESI"), and wage, hour, and payroll data, to determine the number and identities of Class Members, the total number of shifts worked, shift changes, and Honesty and Confidentiality, Infection Prevention, and BAYADA University trainings, that occurred during the Class Period.

38. On December 13, 2021, the Court issued an Order certifying the Class. Defendant filed a motion for decertification of the class and a motion for summary judgment, both of which were denied by the Court.

39. The Parties attended several private mediations with experienced mediators in 2018 (The Honorable Mark I. Bernstein (Ret.)) and 2023 (The Honorable Diane M. Welsh (Ret.)). The Parties did not resolve the matter at either mediation.

40. The case was scheduled for trial on September 9, 2024. The Parties selected a jury on September 6, 2024. Thereafter, the Parties met with the trial court judge, Judge Susan I. Schulman, regarding settlement, and on September 9, 2024, argued the pending motions *in limine* as well as other trial related motions. Thereafter, following further settlement negotiations among the Parties, and with the assistance of Judge Schulman, the Parties reached the Settlement.

41. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, expressly denies that the Class Members were not paid for time worked

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under Pennsylvania law, disputes the damages and penalties claimed by Plaintiffs, and further contends that, for any purpose other than settlement, Plaintiffs' claims are not appropriate for class or representative action treatment. Although Defendant denies any liability, Defendant agrees to this Settlement solely to avoid the cost of further litigation.

42. Plaintiffs are represented by Class Counsel. Class Counsel conducted a thorough investigation into the facts relevant to the Action, including reviewing documents and information provided by Defendant, as well as taking numerous depositions of Defendant's personnel, industry and damages experts, and engaging in extensive trial preparation. Class Counsel also conducted third-party discovery and participated in the depositions of Plaintiffs and numerous current and former employees of Defendant. Based on, *inter alia*, these actions over the course of the more than eight years of this litigation, as well as their own independent investigation and evaluation, Class Counsel is of the opinion that the Settlement with Defendant is fair, reasonable and adequate, and in the best interest of the Settlement Class in light of all known facts and circumstances, including the risks of significant delay, defenses asserted by Defendant, uncertainties regarding a class and representative action trial on the merits and numerous potential appellate issues.

43. Accordingly, the Parties and their counsel desire to fully, finally and forever settle, compromise and discharge all disputes and claims arising from or relating to the Action on the terms set forth herein.

SECTION III
SETTLEMENT APPROVAL PROCEDURE

44. The Settlement Agreement will become final and effective upon the occurrence of all of the following events: (a) the Settlement Agreement is executed by all Parties and by their counsel; (b) the Court approves the terms of the Settlement as set forth in the Settlement Agreement, and enters the Preliminary Approval Order; (c) the Class Notice is sent to Class

Doc ID: 8266b5b9cbda7dec7b73a04b03dd87e655745274

Members; (d) Class Members are afforded the opportunity to exclude themselves from the Settlement by submission of a Request for Exclusion and/or written objections; and (e) the Court holds the Fairness Hearing and enters a Final Judgment and the Effective Date occurs.

SECTION IV
DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

45. As soon as is practicable and without undue delay, the Parties shall submit the Settlement Agreement to the Court along with Plaintiffs' uncontested motion seeking preliminary approval of the Settlement Agreement, which Class Counsel will provide to Defense Counsel reasonably well in advance of this deadline in order for Defense Counsel to provide any necessary comments or revisions. No later than December 16, 2024, Plaintiffs shall apply to the Court for the entry of a Preliminary Approval Order in the following form:

a. Preliminarily approving the Settlement Agreement, subject only to any valid objections and final review by the Court;

b. Approving as to form and content the Class Notice;

c. Directing the mailing of the Class Notice by first class mail to Class Members;

d. Scheduling a final hearing on the question of whether the Settlement should be finally approved as fair, reasonable and adequate; and

e. Enjoining Class Members from filing or prosecuting any claims, suits, arbitrations, or administrative proceedings regarding claims released by the Settlement.

SECTION V
SETTLEMENT AMOUNT AND ALLOCATION

46. No later than 15 calendar days after the entry of the Preliminary Approval Order, Defendant shall deposit the sum of $100,000.00 into the Settlement Account, which will be used

Doc ID: 8266b5b9cbda7dec7b73a04b03dd87e655745274

for the costs of the notice. Thereafter, and not later than 90 calendar days after the entry of the Preliminary Approval Order, Defendant shall deposit the remaining Settlement Amount of Thirteen Million Four Hundred Thousand Dollars and Zero Cents ($13,400,000.00) into the Settlement Account. In no event shall the Claims Administrator withdraw, transfer, pledge, impair or otherwise make use of the funds in the Settlement Account except as expressly provided in the Settlement Agreement. The Parties agree that the Settlement Account is intended to be a "Qualified Settlement Fund" under Section 468B of the Internal Revenue Code 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. All interest accruing thereon shall become part of the Settlement Amount.

47. With respect to the Settlement Account, the Claims Administrator shall: (1) open and administer the Settlement Account in such a manner as to qualify and maintain the qualification of the Settlement Account as a "Qualified Settlement Fund" under Section 468B of the Code and Treas. Reg. § 1.468B-1; (2) calculate, withhold, remit and report each Class Members' share of applicable payroll taxes in connection with the Settlement Payment; (3) calculate, withhold, remit and report any applicable Employer's Payroll Taxes in connection with the Settlement Payment; (4) satisfy all tax reporting, return and filing requirements with respect to the Settlement Account and any interest or other income earned by the Settlement Account; and (5) satisfy out of the Settlement Account all taxes (including any estimated taxes, interest or penalties) with respect to the interest or other income earned by the Settlement Account. Fees, expenses and costs incurred in connection with the opening and administration of the Settlement Account shall be treated as and included in the costs of administering the Settlement Account and as Administration Costs. The Parties and the Claims Administrator shall elect to treat the Settlement Account as coming into existence as a Qualified Settlement Fund on the earliest date

Doc ID: 8266b5b9cbda7dec7b73a04b03dd87e655745274

set forth in 26 C.F.R. § 1.468B-1(j)(2)(i), and such election statement shall be attached to the appropriate returns as required by 26 C.F.R. § 1.468B-1(j)(2)(ii). The Parties agree to cooperate with the Claims Administrator and one another as necessary to effectuate the terms of the Settlement Agreement.

48. The Settlement Account shall be used to pay:

a. Court-approved Settlement Payments of the Class Members;

b. The Employer's Payroll Taxes attributable to the Settlement Payments;

c. Class Counsel Award, as awarded by the Court;

d. Class Representative Enhancement Payments, as awarded by the Court;

e. Administration Costs; and

f. Any other additional expenses incurred in connection with the administration of the Settlement Agreement.

48. The computation of the Settlement Payment to each Class Member will be based on shift data supplied by Defendant in discovery and supplemented to include additional data through September 10, 2024. Defendant represents that the data supplied in June 2022 (Bayada016571) and May 2024 (Bayada028284), which, when corrected for adjustments, reflects approximately 5,752,000 shifts, is accurate.

49. No later than twenty (20) days following the execution of this Agreement, Defendant will produce to the Claims Administrator the additional shift data from the time that the last set of data was produced in May 2024, to September 10, 2024.

50. Each Class Member shall receive a Settlement Payment from the Class Payment Fund calculated as a *pro rata* share of the total Settlement Amount based on the number of shifts worked during the Class Period. To determine each Settlement Class Member's *pro rata* share of

Doc ID: 8266b5b9cbda7dec7b73a04b03dd87e655745274

the Settlement, the Claims Administrator shall multiply the number of shifts worked by the eligible Settlement Class Member by a fraction, for which (a) the numerator is the Class Payment Fund, and (b) the denominator is the sum total of all shifts worked by all Settlement Class Members during the Class Period.

51. To the extent there are any unclaimed funds in the Class Payment Fund once timely/valid Claims have been accounted for but not to exceed 180 days from the date of dissemination of the Settlement Payments, any unclaimed funds in the Class Payment Fund will be reallocated and distributed on a pro rata basis (as set forth above). Provided, however, that such redistributions should only be made to those eligible Settlement Class Members who received and cashed the initial distribution check, and who would receive a second distribution of at least $10.00 after payment of any additional Administrative Costs, including the cost of redistribution. At that point, the Parties and Claims Administrator will assess whether another distribution is feasible on the same terms as the second distribution, and if not, the Parties agree that 50% of any such funds shall be distributed cy pres to the Pennsylvania Interest on Lawyers' Trust Accounts ("IOLTA") Board and the remaining 50% to be split equally between the University of Pittsburgh School of Nursing and the M. Louise Fitzpatrick College of Nursing at Villanova University.

52. For income and payroll tax purposes, the Parties agree that twenty (20) percent of each Settlement Payment shall be allocated as wages (which shall be subject to required withholdings and deductions and reported as wage income as required by law), and the remaining eighty (80) percent of each Settlement Payment shall be allocated as penalties, interest and other non-wage recovery (which shall not be subject to required withholdings and deductions and shall be reported as non-wage income as required by law). Other than the withholding and reporting requirements herein, Class Members shall be solely responsible for the reporting and payment of

Doc ID: 8266b5b9cbda7dec7b73a04b03dd87e655745274

their share of any federal, state and/or local income or other taxes on payments received pursuant to this Settlement.

53. To the extent permitted by law, in no event shall any Settlement Payment to a Class Member or any Class Representative Enhancement Payment to a Plaintiff create any credit or otherwise affect the calculation of or eligibility for any compensation, bonus, 401(k), severance, deferred compensation or benefit under any compensation, deferred compensation, pension or other benefit plan, nor shall any such Settlement Payment or Enhancement Payment be considered as "compensation" under any pension, retirement, profit sharing, incentive or deferred compensation benefit or plan, nor shall any such payment or award require any contribution or award under any such plan, or otherwise modify any benefits, contributions or coverage under any other employment compensation or benefit plan or program.

SECTION VI
NOTICE PROCEDURE

54. No later than twenty (20) business days following the Preliminary Approval Date, Defendant will provide the Database to the Claims Administrator. The Claims Administrator will keep this Database confidential and use it only for the purpose of performing its duties to the Class Members.

55. No later than fourteen (14) business days following receipt of the Database from Defendant, the Claims Administrator shall mail the Class Notice to each Class Member at that person's last known address, as reflected in the Database. This mailing shall be made via first class mail through the U.S. Postal Service, postage prepaid. Prior to the mailing, the Claims Administrator shall run the addresses through the U.S. Postal Service's National Change of Address database and update the Database as necessary.

56. In addition, no later than fourteen (14) business days following the receipt of the

Doc ID: 8266b5b9cbda7dec7b73a04b03dd87e655745274

Database from Defendant, the Claims Administrator shall create and institute a dedicated website. The dedicated website shall include: (a) a brief welcome page approved by the Parties; (b) the Detailed Notice of Class Action Settlement (Exhibit B); (c) contact information for Class Counsel; (d) contact information for the Claims Administrator; (e) relevant case filings, including the complaint, preliminary approval filings, and other documents approved by the Parties; and (f) all applicable deadlines. The Settlement website will also provide a link for Settlement Class members to confirm or update their addresses and to choose the method by which they would like to receive their Settlement Payment.

57. The Claims Administrator shall be bound by the terms of the Settlement Agreement. In the event that an issue arises that the Claims Administrator must resolve that is not specifically addressed in the Settlement Agreement or is ambiguously addressed, the Claims Administrator shall consult with the Parties for guidance.

58. With regard to any Settlement documents that are returned to the Claims Administrator as undeliverable, the Claims Administrator will perform customary database searches or skip traces to locate a current address and, if a current address is located, shall promptly re-mail the Settlement documents.

59. To object to the Settlement Agreement, a Class Member must write and mail, postage prepaid, a written objection to the Claims Administrator (c/o Strategic Claims Services, 600 North Jackson Street, Suite 205, Media, PA 19063) and all counsel identified in paragraph 86 below, which must be postmarked no later than the Response Deadline. The written objection must include: (a) a heading that refers to the Litigation; (b) the objector's name, address, telephone number, and, if represented by counsel, the name, address, telephone number of his/her counsel; (c) dates of his or her employment with BAYADA in Pennsylvania as a Home Health Care Nurse

Doc ID: 8266b5b9cbda7dec7b73a04b03dd87e655745274

(including RNs and LPNs); (d) a statement whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel; (e) a statement of the objection and the grounds supporting the objection; (f) copies of any papers, briefs, or other documents upon which the objection is based; (g) the name and case number of all objections to class action settlements made by the objector in the past five (5) years; and (h) the objector's signature.

60. The Claims Administrator shall promptly notify and send a copy of each objection to both Defense Counsel and Class Counsel. Class Counsel will file all objections with the Court at least twenty-one (21) calendar days prior to the Fairness Hearing.

61. For a Class Member to exclude himself or herself from the Settlement, he or she must mail, postage prepaid, to the Claims Administrator a Request for Exclusion letter that states: "I request to be excluded from the settlement in *Reed, et al. v. BAYADA Home Health Care, Inc*., Case No. 000491, 2016 August Term (Court of Common Pleas, Philadelphia County). I affirm that I worked for BAYADA Home Health Care, Inc., in the Commonwealth of Pennsylvania as a Home Health Care Nurse for at least one day from August 3, 2016, to September 10, 2024." The Class Member's Request for Exclusion letter must also include his or her full name, employee number (if known), address, and telephone number, and the Class Member must personally sign and date the letter. Group or class-wide exclusions shall not be permitted.

62. All Requests for Exclusion must be postmarked by the Response Deadline. The date of submission of a Request for Exclusion to the Claims Administrator is deemed to be the earlier of: (a) the date the Request for Exclusion is deposited in the U.S. Mail, postage prepaid, as evidenced by the postmark; (b) the date the Request for Exclusion is tendered to an overnight service for delivery, as indicated by a shipping envelope; or (c) the date the Request for Exclusion is received by the Claims Administrator.

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63. Any Class Member who excludes himself or herself from the Settlement shall NOT: (i) be bound by any orders or judgments entered in this Action; (ii) be entitled to any monetary payment, benefits or relief under the Settlement Agreement; (iii) gain any rights by virtue of the Settlement Agreement; or (iv) be entitled to object to the Settlement or appeal from any order of the Court. Upon receipt of a Request for Exclusion, the Claims Administrator shall promptly notify and send a copy of the Request for Exclusion to both Defense Counsel and Class Counsel. If a fully completed and properly executed Request for Exclusion is not timely submitted by a Class Member, then that Class Member will be deemed to have forever waived his or her right to opt-out of the Class and will be bound by the Release.

64. No later than twenty-one (21) calendar days in advance of the Fairness Hearing, or by such other date as the Court may direct: (1) Class Counsel shall file and serve a motion for final approval of the Settlement, which Class Counsel will have provided to Defense Counsel reasonably well in advance of this deadline in order for Defense Counsel to provide any comments and/or revisions; and (2) Class Counsel shall file a proposed order granting final approval of the Settlement in a form to be agreed by the Parties.

65. No later than twenty-one (21) calendar days following the Effective Date, the Claims Administrator shall mail to each Class Member, at his or her last known address, a check representing the Settlement Payment, or provide the Settlement Payment in another form as requested by the Class Member pursuant to the Class Notice process. If any Settlement Payment check is returned to the Claims Administrator as undeliverable, the Claims Administrator will use reasonable efforts to locate a current address for that Class Member and, if a current address is found, re-mail the check.

66. The Claims Administrator shall be responsible for deducting and withholding the

Doc ID: 8266b5b9cbda7dec7b73a04b03dd87e655745274

employee's share of all required income, payroll and other taxes, and for deducting, withholding and remitting all necessary taxes and withholdings to the appropriate governmental agencies, for each Class Member. The Claims Administrator shall also be responsible for determining the Employer Payroll Taxes applicable to the Settlement Payments to Class Members, and for remitting and reporting the applicable portions of the Employer's Payroll Tax payment to the appropriate taxing authorities on a timely basis. The Employer's Payroll Taxes shall be deducted from the Settlement Account.

SECTION VII
ENHANCEMENT PAYMENTS

67. Class Counsel will move for Class Representative Enhancements to Plaintiffs in the amount of $30,000.00 each, to be paid from the Settlement Account, in recognition of the considerable time and effort they spent in prosecuting this action for more than eight years and the substantial benefit their actions conferred on the Class Members. These amounts are subject to approval by the Court. Defendant agrees not to oppose these Class Representative Enhancement payment requests. This Settlement is not contingent on the Court's approval of the Class Representative Enhancements, which are in addition to Plaintiffs' individual Settlement Payments.

68. No later than seven (7) calendar days following the Effective Date, the Claims Administrator shall pay the Class Representative Enhancements that are awarded by the Court to each Plaintiff. The Claims Administrator shall report the Enhancement Payments as non-wage income on an IRS Form 1099. Other than any reporting of these payments as required by the Settlement Agreement or law, which the Claims Administrator shall make, each Plaintiff receiving a Class Representative Enhancement shall be solely responsible for the reporting and payment of any federal, state and/or local income or other form of tax on any payment made pursuant to this Section.

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SECTION VIII
CLAIMS ADMINISTRATOR

69. The Parties agree that Strategic Claims Services shall serve as the Claims Administrator. The Claims Administrator will be responsible for mailing the Class Notice; initiating a dedicated website; receiving and logging any Objections and Requests for Exclusion; researching and updating addresses through skip-traces and similar means; reporting on the status of the administration of the Settlement to the Parties; resolving any claims dispute, in concert with the counsel for the Parties; preparing a declaration regarding its due diligence in the claims administration process; providing the Parties with all necessary data; setting up, calculations, processing and making payments from the Settlement Account; distributing Settlement Payments and withholding therefrom the Class Members' share of payroll taxes, and remitting such funds to the appropriate taxing authorities, along with any associated tax reporting, return and filing requirements; and performing such additional duties as the Parties may mutually direct or as are set forth above. The Claims Administrator shall also have responsibility for calculating, withholding, and remitting the Employer's Payroll Tax responsibilities. All disputes relating to the Claims Administrator's performance of its duties shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Settlement until all payments and obligations contemplated by this Settlement have been fully carried out.

70. The Administration Costs will be paid out of the Settlement Account, and shall include all costs, including the Claims Administrator's fee, postage and other amounts necessary to administer the Settlement Agreement.

71. The actions of the Claims Administrator shall be governed by the terms of the Settlement Agreement. Defense Counsel and Class Counsel may provide relevant information and guidance as needed by the Claims Administrator in the performance of its duties, and engage in

Doc ID: 8266b5b9cbda7dec7b73a04b03dd87e655745274

related communications with the Claims Administrator with notice and copies to one another, but without notice or copies to the Class Members or the Court, unless requested by the Court.

SECTION IX
ATTORNEYS' FEES AND EXPENSES

72. Class Counsel will move the Court for an award of attorneys' fees of thirty-five (35) percent of the Settlement Amount or Four Million Seven Hundred Twenty-Five Thousand and Zero Dollars ($4,725,000.00). Class Counsel will also move the Court for reimbursement of litigation expenses actually incurred in connection with the litigation of this Action, in an amount not to exceed $500,000. Defendant agrees not to oppose those requests.

73. No later than seven (7) calendar days following the Effective Date, the Claims Administrator shall pay to Class Counsel, as they shall direct at that time, from the Settlement Account, the Class Counsel Award as awarded by the Court.

74. Plaintiffs and Class Counsel understand and agree that any fee payments made under the Settlement Agreement will be the full, final, and complete payment of all attorneys' fees and costs arising from or relating to the representation of Plaintiffs and Class Members, or any other attorneys' fees and costs associated with the investigation, discovery, and/or prosecution of this Action.

SECTION X
RELEASES

75. Release By All Settlement Class Members. As of the Effective Date, in exchange for the consideration set forth in this Agreement, Plaintiffs and the Settlement Class Members release the Released Parties from the Released Claims for the Class Period. Plaintiffs and the Settlement Class Members may hereafter discover facts or legal arguments in addition to or different from those they now know or currently believe to be true with respect to the claims,

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causes of action and legal theories of recovery in this case which are the subject matter of the Released Claims. Regardless, the discovery of new facts or legal arguments shall in no way limit the scope or definition of the Released Claims, and by virtue of this Agreement, Plaintiffs and the Settlement Class Members shall be deemed to have, and by operation of the final judgment approved by the Court, shall have, fully, finally, and forever settled and released all of the Released Claims as defined in this Agreement.

76. General Release by Named Plaintiffs. As of the Effective Date, in exchange for the consideration set forth in this Agreement, Named Plaintiffs, for themselves and their heirs, successors and assigns, do hereby waive, release, acquit and forever discharge the Released Parties, from any and all claims, actions, charges, complaints, grievances and causes of action, of whatever nature, whether known or unknown, which exist or may exist on Named Plaintiffs' behalf as of the date of this Agreement, including, but not limited to, any and all tort claims, contract claims, wage claims, wrongful termination claims, disability claims, benefit claims, public policy claims, retaliation claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance, including, but not limited to, claims for violation of the Pennsylvania Minimum Wage Act of 1968, *as amended*, 43 Pa. C.S. §§ 333.101 – 333.115, and of the Pennsylvania Wage Payment and Collection Law, *as amended*, 43 P.S. §§ 260.1 – 260.45.

77. Named Plaintiffs may hereafter discover claims or facts in addition to, or different from, those which they now know or believe to exist, but Named Plaintiffs expressly agree to fully, finally and forever settle and release any and all claims against the Released Parties, known or unknown, suspected or unsuspected, which exist or may exist on behalf of or against the other at

Doc ID: 8266b5b9cbda7dec7b73a04b03dd87e655745274

the time of execution of this Agreement, including, but not limited to, any and all claims relating to or arising from Named Plaintiffs' respective employments with Defendant.

SECTION XI
NO ADMISSION OF LIABILITY

78. The Settlement Agreement shall not in any way be construed as an admission by Defendant or the Released Parties that they have acted wrongfully with respect to Plaintiffs or Class Members, collectively or individually, or to any other person, or that those individuals have any rights whatsoever against Defendant or the Released Parties, and Defendant specifically disclaims any liability to or wrongful acts against Plaintiffs and Class Members or any other person, on the part of Defendant or the Released Parties. Furthermore, the Parties agree that the Settlement Agreement does not constitute an adjudication of the merits of this Action, or any other matters released in the Settlement Agreement. To the contrary, Defendant has denied and continues to deny the allegations raised in the Action. Accordingly, the Parties agree that none of them has prevailed on the merits, nor shall the Settlement Agreement serve or be construed as evidence that any party has so prevailed or that Defendant or the Released Parties have engaged in any wrongdoing.

79. The Settlement Agreement is a settlement document that falls within the protection afforded compromises and offers to compromise under Pennsylvania Rules of Evidence 408, and shall be inadmissible as evidence in any proceeding, except to seek approval of the Settlement in this Action or in any action or proceeding to approve, interpret, or enforce its terms.

SECTION XII
DUTIES OF THE PARTIES RELATED TO FINAL COURT APPROVAL

80. No later than twenty-one (21) calendar days prior to the date of the Fairness Hearing, or by such other date as the Court may direct, Class Counsel shall file a proposed final

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order and judgment, in the form to be agreed by all Parties:

a. Approving the Settlement, adjudging the terms thereof to be fair, reasonable, and adequate, and directing consummation of its terms and provisions;

b. Approving the Settlement Payments and Class Representative Enhancements;

c. Approving Class Counsel's application for an award of attorneys' fees and costs;

d. Dismissing this Action and permanently barring and enjoining: 1) Plaintiffs from filing or prosecuting against the Released Parties any of the Plaintiffs' Released Claims; and 2) Participating Class Members from filing or prosecuting against the Released Parties any of the Released Claims, upon satisfaction of all payments and obligations hereunder.

SECTION XIII
PARTIES' AUTHORITY

81. The signatories hereto hereby represent that they are fully authorized to enter into this Settlement and bind the Parties hereto to its terms and conditions.

SECTION XIV
MUTUAL FULL COOPERATION

82. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement, including, but not limited to, execution of such documents and taking such other action as reasonably may be necessary to implement the terms of this Settlement. The Parties to this Settlement shall use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement and the terms set forth herein. As soon as practicable after execution of this Settlement, Class Counsel shall, with the assistance and cooperation of Defendant and

Doc ID: 8266b5b9cbda7dec7b73a04b03dd87e655745274

Defense Counsel, take all necessary steps to secure the Court's final approval of this Settlement.

83. Any disputes not resolved by the Settlement Administrator concerning the administration of the Settlement will be resolved by the Court under the laws of the Commonwealth of Pennsylvania. Prior to any such involvement of the Court, counsel for the Parties will meet and confer in good faith to resolve the disputes without the necessity of involving the Court.

SECTION XV
FAIR, ADEQUATE, AND REASONABLE SETTLEMENT

84. The Parties agree that the Settlement Agreement is fair, adequate, and reasonable, and will so represent to the Court.

SECTION XVI
VOIDING THE SETTLEMENT AGREEMENT

85. Should the Court not approve the Settlement Agreement, or should the Court not approve and enter the Preliminary Approval Order, the terms of the Settlement Agreement will be null and void, of no force and effect, of no probative value, and the Parties hereto represent, warrant, and covenant that it will not be used or referred to for any impermissible purpose; provided, however, that even if the Settlement Agreement is not finally approved, neither the Settlement Agreement or conduct related to the Settlement Agreement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to any party. In such an event, the Parties agree in good faith to negotiate about appropriate revisions and re-submit for the Court's approval.

SECTION XVII
COMMUNICATIONS

86. Unless otherwise specifically provided, all notices, demands or other communications given under this Settlement shall be in writing and shall be deemed received on

Doc ID: 8266b5b9cbda7dec7b73a04b03dd87e655745274

the third business day after mailing by U.S. mail, postage prepaid, addressed as follows:

a. To Plaintiffs: Natalie Finkelman Bennett, Miller Shah, LLP,
1845 Walnut Street, Suite 806, Philadelphia, PA 19103
Telephone (866) 540-5505; Email nfinkelman@millershah.com.

b. To Defendant: Thomas G. Collins, Buchanan Ingersoll & Rooney, PC,
409 North Second Street, Suite 500, Harrisburg, PA 17101
Telephone (717) 237-4843; Email thomas.collins@bipc.com.

SECTION XVIII
CONSTRUCTION

87. The Parties agree that the terms and conditions of this Settlement are the result of lengthy, intensive arms-length negotiations between the Parties, and that the Settlement shall not be construed in favor of or against any Party by reason of the extent to which any Party or his or its counsel participated in the drafting of this Settlement Agreement.

SECTION XVIII
CAPTIONS AND INTERPRETATIONS

88. Paragraph titles or captions contained in this Settlement are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any of its provisions.

SECTION XIX
MODIFICATION

89. The Settlement Agreement may not be changed, altered, or modified, except in writing and signed by the Parties and approved by the Court. The Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties and approved by the Court.

SECTION XX
INTEGRATION CLAUSE

90. The Settlement Agreement contains the entire agreement among the Parties

Doc ID: 8266b5b9cbda7dec7b73a04b03dd87e655745274

relating to the Settlement of this Action, 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, are merged in this Settlement. No rights under this Settlement may be waived except in writing.

SECTION XXI
BINDING ON ASSIGNS

91. The Settlement Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators, successors, assigns, guardians, conservators, and court-appointed representatives.

SECTION XXII
COUNTERPARTS

92. The Settlement 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.

SECTION XXIII
APPLICABLE LAW

93. The Settlement Agreement shall be governed by and construed in accordance with Pennsylvania law.

SECTION XXIV
RETENTION OF JURISDICTION

94. The Court shall retain jurisdiction with respect to the implementation and enforcement of the terms of the Settlement, and all the Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the terms of the Settlement Agreement.

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SECTION XXV
CONSENT

95. Each Party has carefully read and understands the Settlement Agreement and has received independent legal advice with respect to the Settlement Agreement. Prior to the execution of the Settlement Agreement, each Party's attorney reviewed and executed the Settlement Agreement after independent investigation and without fraud, duress, or undue influence.

PLAINTIFFS

Dated: _____, 2024

By: _____
LATISHA REED

Dated: _____, 2024

By: _____
NADINE PIERRE

CLASS COUNSEL:

Dated: _____, 2024

MILLER SHAH LLP

By: _____
James C. Shah
Natalie Finkelman Bennett
Class Counsel and Counsel for Plaintiffs

Dated: _____, 2024

SHAFFER & GAIER, LLC

By: _____
Michael D. Shaffer
Michael Gaier
Class Counsel and Counsel for Plaintiffs

Doc ID: 8266b5b9cbda7dec7b73a04b03dd87e655745274

STEPHAN ZOURAS, LLC

Dated: December 16, 2024

By: Ryan F. Stephan
Ryan Stephan
Class Counsel and Counsel for Plaintiffs

DEFENDANT

Dated: _____, 2024

BAYADA HOME HEALTH CARE, INC.

By: _____

Name:

Title:

DEFENSE COUNSEL:

Dated: _____, 2024

BUCHANAN INGERSOLL & ROONEY, PC

By: _____
Thomas G. Collins
Erin J. McLaughlin
Cheri A. Sparacino
Counsel for Defendant

Doc ID: 8266b5b9cbda7dec7b73a04b03dd87e655745274

Exhibit A

Doc ID: 8266b5b9cbda7dec7b73a04b03dd87e655745274

SUMMARY NOTICE OF CLASS ACTION SETTLEMENT

IF YOU WORKED AS AN HOURLY-PAID HOME HEALTH CARE NURSE (RN OR LPN) FOR BAYADA HOME HEALTH CARE, INC., IN THE COMMONWEALTH OF PENNSYLVANIA FROM AUGUST 3, 2013 THROUGH SEPTEMBER 10, 2024, YOU COULD GET MONEY FROM A SETTLEMENT.

YOUR LEGAL RIGHTS MAY BE AFFECTED

There is a proposed Settlement in a class-action lawsuit pending against BAYADA Home Health Care, Inc. ("BAYADA" or "Defendant"), entitled *Reed, et al. v. BAYADA Home Health Care, Inc*., Court of Common Pleas of Philadelphia County (Case No. 160800491) (filed August 3, 2016). The lawsuit alleges that BAYADA failed to pay its hourly-paid Home Health Care Nurses (including Registered Nurses ("RNs") and Licensed Practical Nurses ("LPNs")), for time spent completing verbal shift reports and Honesty and Confidentiality, Infection Prevention and BAYADA University trainings.

BAYADA denies any and all wrongdoing. The Settlement is not an admission by either side; instead, the Parties agreed to the proposed Settlement to avoid the expense and risk of a trial and continued litigation.

Am I A Member Of The Settlement Class?

You may be included in the Settlement if you are a current and/or former employee of BAYADA Home Health Care, Inc., who worked in the Commonwealth of Pennsylvania from August 3, 2013, through September 10, 2024, as an hourly paid Home Health Care Nurse (including RNs and LPNs).

The detailed notice is available at the Settlement website: www.strategicclaims.net/bayadaPA.

You can also update your address at the Settlement website and choose your preferred method of payment.

What Does The Settlement Provide?

BAYADA will pay $13.5 million into a Settlement Fund that will pay (1) money to eligible Class Members; (2) notice and administration costs; (3) payroll taxes; (4) service awards to the Class Representatives who brought the lawsuit; (5) attorneys' fees, costs, and expenses. The full text of the proposed Settlement Agreement is available at the Settlement website: www.strategicclaims.net/bayadaPA.

What Are Your Rights And Options?

Do Nothing: By doing nothing, you are bound by the Settlement, will automatically receive money

from the Settlement, and give up any rights to sue Defendant separately about the same legal claims in this lawsuit. Further details for how you wish to obtain your Settlement payment are contained on the Settlement website: www.strategicclaims.net/bayadaPA.

Ask To Be Excluded: You have the right to exclude yourself (*i.e.*, to opt out) from the Settlement no later than [**Month 00, 2025**]. If you ask to be excluded, you will not share in the Settlement, but you will retain any rights to sue Defendant separately about the same legal claims in this lawsuit. Further details for requesting exclusion are contained in the Detailed Notice of Class Action Settlement on the Settlement website: www.strategicclaims.net/bayadaPA.

Object To The Settlement: If you do not exclude yourself from the Settlement, you have the right to object to the Settlement and explain what you do not like about the Settlement. If you wish to object, you must do so no later than [**Month 00, 2025**]. Further details for objecting are contained in the Detailed Notice of Class Action Settlement on the Settlement website: www.strategicclaims.net/bayadaPA.

The Court will hold a hearing on [**Month 00, 2025**] to decide whether to approve the Settlement, the method for allocating the Settlement Fund to Class Members, a request for payment of attorneys' fees of up to 35% of the Settlement Fund, plus costs and expenses, and service awards to the Class Representatives. You or your own lawyer may appear and speak at the hearing at your own expense. The Court may amend the deadlines in this Notice or the hearing date (and time). Check the website below for updates.

Want More Information?

Visit www.strategicclaims.net/bayadaPA, call 866-274-4004 toll-free, email info@strategicclaims.net, or write to BAYADA Settlement Administrator, c/o Strategic Claims Services, 600 North Jackson Street, Suite 205, Media, PA 19063.

Please do not call the Prothonotary or the Court for information about the Settlement.

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Exhibit B

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FIRST JUDICIAL DISTRICT OF PENNSYLVANIA
COURT OF COMMON PLEAS OF PHILADELPHIA

If you are a current or former employee of BAYADA Home Health Care, Inc., who worked in the Commonwealth of Pennsylvania from August 3, 2013, through September 10, 2024, as an hourly paid Home Health Care Nurse (including Registered Nurses ("RNs") and Licensed Practical Nurses ("LPNs")), you could receive a payment as detailed below.

YOUR LEGAL RIGHTS WILL BE AFFECTED WHETHER OR NOT YOU ACT, SO PLEASE READ THIS NOTICE CAREFULLY.

The Court of Common Pleas of Philadelphia authorized this Notice.
This is not a solicitation from a lawyer.

This Notice advises you of the settlement (the "Settlement") of a lawsuit filed against BAYADA Home Health Care, Inc. ("Defendant"), and your rights and options relative to the Settlement. In the lawsuit, Plaintiffs, Latisha Reed and Nadine Pierre (collectively, "Plaintiffs," and with Defendant, the "Parties"), allege that Defendant violated the Pennsylvania Minimum Wage Act of 1968, *as amended*, 43 Pa. C.S. §§ 333.101 – 333.115, and the Pennsylvania Wage Payment and Collection Law, *as amended*, 43 P.S. §§ 260.1 – 260.45. Defendant denies the allegations and denies that it engaged in any improper conduct.

The Court will hold a Fairness Hearing before the Honorable Susan I. Schulman, on _____, 2024, at _____ __.m. in Courtroom 1209, Court of Common Pleas of Philadelphia County, Criminal Justice Center, 1301 Filbert Street, Philadelphia, PA 19107, to decide whether to approve the Settlement. If approved by the Court, the $13,500,000.00 Settlement Amount, plus interest as it accrues, minus attorneys' fees, taxes, expenses and costs, Administrative Costs, and Class Representative Enhancements, will be distributed between Class Members.

Your rights and options, and the deadline for you to object if you are opposed to the Settlement, are explained in this Notice. The Court in charge of this case must decide whether to approve the Settlement. Payments will be made only after the Court approves the Settlement and any appeals are resolved. Please be patient.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You will receive a payment from this Settlement. You will waive any right to be a part of any other lawsuit against the Defendant or any other Released Party about the legal claims in this case.
EXCLUDE YOURSELF FROM THE SETTLEMENT	You will **not** receive a payment from this Settlement. You may exclude yourself (*i.e.*, opt out) from the Settlement. If you exclude yourself from the Settlement, you will not be bound by any decision in this lawsuit relating to the Settlement or entitled to any benefits attributable to the Settlement. If you exclude yourself, you keep any rights to sue the Defendant. **Requests for Exclusion must be received by _____, 2025**. *See* Question 14.

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OBJECT TO THE SETTLEMENT	You may object to any, part, or all of the Settlement if you want to stay in the Class, and want to tell the Court why you do not like the Settlement. *See* Question 16. You will still be a member of the Class. **Objections must be received by _____, 2025.**
GET MORE INFORMATION	If you would like to receive more information about the proposed Settlement, you can (1) send questions to the Claims Administrator or lawyers identified in this Notice, (2) visit [www.strategicclaims.net/bayadaPA], and/or (3) attend the hearing at which the Court will evaluate the proposed Settlement.

Doc ID: 8266b5b9cbda7dec7b73a04b03dd87e655745274

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION CONCERNING THE SETTLEMENT 4

1. Why did I get this Notice? 4
2. What is this lawsuit about? 4
3. What is a class action lawsuit? 5
4. Why is there a settlement? 5
5. Am I part of the Class? 5
6. Who will administer the Settlement? 5

THE SETTLEMENT BENEFITS – WHAT THE SETTLEMENT PROVIDES 6

7. What does the Settlement provide? 6
8. How may I benefit from the Settlement? 6
9. Must I submit a claim for a Settlement Payment? 6

THE SETTLEMENT BENEFITS – WHAT YOU GIVE UP 7

11. What do I give up by participating in the Settlement? 7

THE LAWYERS REPRESENTING YOU 7

12. Do I have a lawyer in this case? 7
13. How will the lawyers (Class Counsel) be paid? 7

OPTING OUT OF THE SETTLEMENT 8

14. If I do not want to be part of the Settlement, can I exclude myself from the Settlement Class? 8

OBJECTING TO THE SETTLEMENT 9

15. What does it mean to object? 9
16. What is the procedure for objecting to the Settlement? 9
17. What is the difference between objecting and asking to be excluded? 10

THE COURT'S FAIRNESS HEARING 10

18. When/where will the Court decide whether to approve the Settlement? 10
19. Do I have to attend the Fairness Hearing? 10
20. May I speak at the Fairness Hearing? 10

IF YOU DO NOTHING 11

21. What happens if I do nothing at all? 11

Doc ID: 8266b5b9cbda7dec7b73a04b03dd87e655745274

BASIC INFORMATION CONCERNING THE SETTLEMENT

1. Why did I get this Notice?

You are receiving this Notice because you have a right to know about all of your options under the proposed settlement of a class action lawsuit in which you are potentially a Class Member before the Court decides whether to approve the Settlement.

Records indicate that you are or may be a current and former employees of BAYADA Home Health Care, Inc., who worked in the Commonwealth of Pennsylvania from August 3, 2013 through September 10, 2024 (the "Class Period") as hourly paid Home Health Care Nurses (including Registered Nurses ("RNs") and Licensed Practical Nurses ("LPNs")).[1] Note that you may have received this Notice in error; simply receiving this Notice does not mean that you definitively are a member of the Class. You may confirm that you are a member of the Class by reviewing the criteria set forth in Question 5 below. You may also call, email, or write to the Claims Administrator or lawyers in this lawsuit using the telephone numbers or addresses listed in Question 6 below.

This Notice summarizes the lawsuit, the Settlement, your legal rights and options, what benefits are available, who is eligible to receive them, and how to get them.

2. What is this lawsuit about?

On August 3, 2016, Plaintiffs filed an action against Defendant, alleging that Defendant violated Pennsylvania wage and hour laws. The lawsuit is known as *Latisha Reed, et al. v. BAYADA Home Health Care, Inc.*, Case No. 160800491, 2016 August Term (Court of Common Pleas, Philadelphia County). Judge Susan I. Shulman of the Court of Common Pleas for Philadelphia County (the "Court") is overseeing this action and the Settlement.

Plaintiffs allege that the Home Health Care Nurses performed work for which they were not paid wages, including for time spent completing verbal shift reports to the oncoming caregiver, and in completing Honesty and Confidentiality, Infection Prevention and required BAYADA University trainings. Defendant has denied and continues to deny these allegations.

Through eight years of litigation, the Parties have exchanged significant document productions, briefed and argued several significant issues (including Class certification, Class decertification, and summary judgment motions), engaged in two separate private mediations with experienced mediators, and prepared the case for trial.

The case was scheduled for trial on September 9, 2024. The Parties picked a jury on September 6, 2024. Thereafter, the Parties met with the trial court judge regarding settlement and on September 9, 2024, argued the pending pretrial motions. Thereafter, following additional negotiations among the Parties and the trial court judge, the Parties reached a settlement.

[1] Capitalized terms not otherwise defined in this Notice shall have the same meaning as in the Settlement Agreement, which is available at www.strategicclaims.net/bayadaPA.

Doc ID: 8266b5b9cbda7dec7b73a04b03dd87e655745274

Defendant has denied and continues to deny any wrongdoing or liability and will continue to vigorously defend the lawsuit if the proposed Settlement is not approved.

There has been no determination by the Court or a jury that Defendant has engaged in any wrongdoing or that Defendant's conduct caused harm to the Class. This Notice is not an expression of any opinion by the Court as to the legal claims against Defendant or its defenses.

3. What is a class action lawsuit?

In a class action lawsuit, one or more people called "class representatives" sue for themselves and on behalf of other people who they allege have similar claims. One court resolves all the issues for all class members in a single lawsuit, except for those class members who exclude themselves (i.e., opt out) from the class. Plaintiffs are the proposed class representatives in this lawsuit and are sometimes referred to in this Notice as the "Class Representatives" or as "Plaintiffs."

A copy of the Court's Opinion certifying the Class and a copy of the Court's preliminary approval Order certifying the Class may be found at www.strategicclaims.net/bayadaPA.

4. Why is there a settlement?

The Parties have agreed to the Settlement after extensive negotiations. By agreeing to a settlement, the Parties avoid the costs and risks of further litigation, and Plaintiffs and the other Class Members will receive compensation. Class Counsel have conducted an extensive review of the evidence in the case and the potential risks and benefits of continued litigation. Plaintiffs and Class Counsel agree that the Settlement is in the best interest of the Settlement Class. The Court has not made any finding that Defendant has engaged in any wrongdoing or violated any laws and regulations.

5. Am I part of the Class?

You are a member of the Class if you are a: current and former employee of BAYADA Home Health Care, Inc., who worked in the Commonwealth of Pennsylvania from August 3, 2013 through September 10, 2024, as an hourly paid Home Health Care Nurse (including RNs and LPNs).

Persons who submit a timely and valid Request for Exclusion, before _____, as described in Question 14 below, are excluded from the Class.

Also, persons who submitted a Request for Exclusion in connection with the Notice of Class Action sent on May 12, 2022, by Court Order dated April 13, 2022, after the certification of the Class are excluded from the Settlement Class. A list of those persons is available from the Claims Administrator.

6. Who will administer the Settlement?

Strategic Claims Services will administer the Settlement (the "Settlement Administrator" or "Claims Administrator"). You may contact the Settlement Administrator by: (a) sending a letter

Doc ID: 8266b5b9cbda7dec7b73a04b03dd87e655745274

to BAYADA Settlement Administrator, c/o Strategic Claims Services, 600 North Jackson Street, Suite 205, Media, PA 19063; (b) sending an email to info@strategicclaims.net; (c) visiting the Settlement website at www.strategicclaims.net/bayadaPA; or (d) calling toll-free at (866) 274-4004.

THE SETTLEMENT BENEFITS – WHAT THE SETTLEMENT PROVIDES

7. What does the Settlement provide?

Defendant has agreed to pay a total of $13,500,000.00 to the Class Members ("Settlement Amount"). Class Counsel intends to ask the Court to approve attorneys' fees of up to thirty-five percent of the Settlement Amount, reimbursement for litigation expenses actually incurred, and Class Representative Enhancements of $30,000.00 each for the Plaintiffs.

The total amount available for distribution to Class Members (referred to as the "Class Payment Fund") will be calculated by subtracting the following approved expenses from the Settlement Amount: Class Counsel Attorneys' Fees and Costs, Class Representative Enhancements, Administrative Costs, and certain taxes and tax-related costs.

8. How may I benefit from the Settlement?

You may be eligible to receive a portion of the Class Payment Fund. The specific amount paid to each Class Member will be based on wage data provided by Defendant. At this time, it is unknown the exact amount each Class Member will receive.

Each Class Member shall receive a Settlement Payment calculated as a *pro rata* share of the total Class Payment Fund based on the number of shifts worked during the Class Period. To determine each Settlement Class Member's *pro rata* share of the settlement, the Claims Administrator shall multiply the number of shifts worked by the eligible Settlement Class Member by a fraction, for which (a) the numerator is the Class Payment Fund and (b) the denominator is the sum total of all shifts by all Settlement Class Members.

As explained below, if you qualify for a Settlement Payment, you do not need to take any action to receive it. Settlement Class Members will receive their Settlement Payment through the method they have chosen on the Settlement website. If no method is selected, Settlement Payments will be issued by check and mailed.

The Court must approve the Settlement, and any appeals of that approval must be resolved, before any money can be distributed to Class Members. The Claims Administrator also determine distribution amounts. This process can take several months. Please be patient.

9. Must I submit a claim for a Settlement Payment?

Doc ID: 8266b5b9cbda7dec7b73a04b03dd87e655745274

If you are eligible for a Settlement Payment, you do **not** need to submit a claim to receive payment under the Settlement. You will receive any Settlement Payment for which you are eligible automatically via the method you have chosen on the Settlement website. If no method is selected, your Settlement Payment will be issued by check and mailed to you.

10. What are the Named Plaintiffs receiving from the Settlement?

Class Counsel intends to ask the Court to award Class Representative Enhancements of $30,000.00 to each of the two Class Representatives in recognition of the work and effort they expended on behalf of the Class.

THE SETTLEMENT BENEFITS – WHAT YOU GIVE UP

11. What do I give up by participating in the Settlement?

Each Class Member gives Defendant a "release." A release means you are waiving your right to sue Defendant or to receive any benefits from any other lawsuit against Defendant if that lawsuit asserts similar claims or is related in any way to the practices being addressed and resolved in this lawsuit.

For additional details about the scope of the release, or to view the full text of the release, please review the Settlement Agreement, available at www.strategicclaims.net/bayadaPA, or contact Class Counsel (*see* Answer to Question 12).

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in this case?

Yes. The Court has appointed the law firms listed below to represent you and the other Class Members. These lawyers are called Class Counsel. Class Counsel are experienced in handling similar lawsuits against other companies. Class Counsel includes:

James C. Shah Natalie Finkelman Bennett Miller Shah LLP 1845 Walnut Street, Suite 806 Philadelphia, PA 19103 nfinkelman@millershah.com	Michael D. Shaffer Michael H. Gaier Shaffer & Gaier, LLC 1628 JFK Blvd., Suite 400 Philadelphia, PA 19103 mshaffer@shaffergaier.com	Ryan F. Stephan Stephan Zouras, LLC 250 N. Michigan Ave Suite 2560 Chicago, IL 60601 rstephan@stephanzouras.com

You will not be charged for the services of these lawyers. If you wish to be represented by a different lawyer in this case, you may hire one at your own expense.

13. How will the lawyers (Class Counsel) be paid?

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Class Counsel will ask the Court for an award of attorneys' fees not to exceed thirty-five percent of the Settlement Amount (an amount no greater than $4,725,000.00) and for reimbursement of litigation expenses actually incurred in connection with this litigation in an amount not to exceed $500,000.00. Class Counsel will also ask the Court to award Class Representative Enhancements in the amount of $30,000.00 paid to each Named Plaintiff for their efforts to date on behalf of the Class.

If the Court grants Class Counsel's requests, these amounts will be paid out of the Settlement Amount. You will not have to pay these fees, costs, or expenses out of your own pocket.

OPTING OUT OF THE SETTLEMENT

14. If I do not want to be part of the Settlement, can I exclude myself from the Settlement Class?

Yes. You may exclude yourself (i.e., "opt out") from the Settlement Class, but you must submit a Request for Exclusion to the Settlement Administrator postmarked on or before _____, 2025.

To submit a Request for Exclusion, you must write and mail via U.S. Mail, postage prepaid, to the Settlement Administrator at the following address, a letter that states:

> "I request to be excluded from the settlement in *Latisha Reed, et al. v. BAYADA Home Health Care, Inc.*, Case No. 160800491, 2016 August Term (Court of Common Pleas, Philadelphia County). I affirm that I worked for BAYADA Home Health Care, Inc., in the Commonwealth of Pennsylvania as a Home Health Care Nurse for at least one day from August 3, 2013 to September 10, 2024."

Your Request for Exclusion letter must also include your full name, employee number (if known), address, and telephone number. You must personally sign and date the letter.

Your letter requesting exclusion must be postmarked no later than [date]. It must be mailed to:

> BAYADA Settlement Administrator
> c/o Strategic Claims Services
> 600 North Jackson Street, Suite 205
> Media, PA 19063

This will be the only opportunity you will have to exclude yourself from the Settlement to which you would otherwise be bound.

If you opt out from the Settlement, you will **not** receive a Settlement Payment and you will **not** be legally bound by any outcomes in the lawsuit between Plaintiffs and the Defendant regarding that Settlement. This means you may be able to sue (or continue to sue) Defendant in the future over the legal issues involved in this lawsuit.

If you decide to exclude yourself from the Settlement so that you can initiate or continue your own

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lawsuit against Defendant, it is important to consult your own lawyer as soon as possible. Keep in mind that your legal claims are subject to a statute of limitations, which means your legal claims may expire if you do not take timely action.

OBJECTING TO THE SETTLEMENT

15. What does it mean to object?

Objecting simply means informing the Court that you have concerns regarding some aspect of the Settlement. Objecting will not affect your right to receive the benefits of the Settlement if it is approved by the Court.

Please note that you cannot ask the Court to create a different Settlement; the Court can only approve or reject the proposed Settlement. If the Court rejects the Settlement, no Settlement Payments will be issued, and the lawsuit against BAYADA will continue.

16. What is the procedure for objecting to the Settlement?

You can request that the Court deny approval of the Settlement and/or any part of the Settlement. You cannot ask the Court to order a different settlement; the Court can only approve or reject the proposed Settlement. If the Court denies approval, no Settlement Payments will be issued, and the lawsuit will continue. If this is your desired outcome, you must formally object.

Any objection to the proposed Settlement or any part thereof and/or request to speak in person at the Fairness Hearing must be submitted in writing in accordance with the requirements in the Preliminary Approval Order. If you file a timely written objection, you may, but are not required to, appear at the Fairness Hearing, either in person or through your own attorney. If you choose to be represented by your own attorney, you are responsible for hiring and paying that attorney.

All written objections and supporting papers must: (a) clearly identify the case name and number as *Latisha Reed, et al. v. BAYADA Home Health Care, Inc.*, Case No. 160800491, 2016 August Term (Court of Common Pleas, Philadelphia County); (b) be submitted via mail, postage prepaid, to the Settlement Administrator at BAYADA Settlement Administrator, c/o Strategic Claims Services, 600 North Jackson Street, Suite 205, Media, PA 19063; and (c) be postmarked on or before _____, 2025.

Your objection must also include: (1) your full name, current address, and current telephone number, and, if represented by counsel, any of your counsel's names and contact information; (2) dates of your employment with BAYADA in the Commonwealth of Pennsylvania as a Home Health Care Nurse (including RNs and LPNs); (3) a statement whether you intend to appear at the Final Approval Hearing, either in person or through counsel; (4) a statement of the objection and the grounds supporting the objection; (5) copies of any papers, briefs, or other documents upon which the objection is based; (6) the name and case number of all objections to class action settlements in any court made by you or on your behalf in the past five years; and (7) your signature.

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ANY CLASS MEMBER WHO DOES NOT OBJECT IN THE MANNER DESCRIBED ABOVE SHALL BE DEEMED TO HAVE WAIVED ANY OBJECTION AND SHALL NOT HAVE ANY RIGHT TO OBJECT TO THE FAIRNESS OR ADEQUACY OF THE SETTLEMENT.

17. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you do not like some aspect of the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. If you object to the Settlement, you are still a Class Member.

Excluding yourself is telling the Court that you do not want to be a part of the Settlement. If you exclude yourself from the Settlement, you will **not** receive a Settlement Payment. You also will have no basis to object to the Settlement, and you will not be able to appear at the Fairness Hearing, discussed below, because it no longer affects you.

THE COURT'S FAIRNESS HEARING

18. When/where will the Court decide whether to approve the Settlement?

On _____, 2025, at _____ __.m. in Courtroom 1209, Court of Common Pleas of Philadelphia County, Criminal Justice Center, 1301 Filbert Street, Philadelphia, PA 19107, the Court will hold a Fairness Hearing to determine whether the proposed Settlement is fair, reasonable, and adequate and whether it should be approved.

The Fairness Hearing may be continued from time to time by the Court without further notice and may be held via teleconference or videoconference. Please check the website or contact Class Counsel if you wish to confirm that the hearing time has not been changed and to determine if the hearing is occurring in person or by video or teleconference.

19. Do I have to attend the Fairness Hearing?

No; however, you are welcome to attend at your own expense. If you file an objection to the Settlement, you do **not** have to appear in Court to talk about it. As long as your objection is filed or postmarked by ____, 2025, and you comply with the requirements in the Answer to Question 16 above, the Court will consider your objection. You may also send your own lawyer at your expense to attend the Fairness Hearing.

20. May I speak at the Fairness Hearing?

You may ask the Court for permission to speak at the hearing. Anyone wishing to appear must state in their written objection their intention to appear at the Fairness Hearing, at their own expense.

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IF YOU DO NOTHING

21. What happens if I do nothing at all?

IF YOU DO NOTHING AND THE COURT APPROVES OF THE SETTLEMENT, YOU WILL BE BOUND BY THE JUDGMENT AND SETTLEMENT AGREEMENT, INCLUDING THE RELEASE OF CLAIMS. If you qualify for a Settlement Payment, you do not need to take any action to receive the payment.

This notice summarizes the proposed settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement, which is available at www.strategicclaims.net/bayadaPA, or by contacting Class Counsel (*see* Answer to Question 12 for contact information) or the Settlement Administrator (*see* Answer to Question 6 for contact information), or by accessing the Court docket in this case, for a fee, through the Court's electronic system at https://fjdefile.phila.gov/.

PLEASE DO NOT CALL THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

DATED: _____, 2024.

THIS NOTICE HAS BEEN SENT TO YOU BY ORDER OF THE COURT OF COMMON PLEAS OF PHILADELPHIA FIRST JUDICIAL DISTRICT OF PENNSYLVANIA

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Exhibit C

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FIRST JUDICIAL DISTRICT OF PENNSYLVANIA
COURT OF COMMON PLEAS OF PHILADELPHIA

LATISHA REED AND NADINE PIERRE, individually and on behalf of all others similarly situated,	:	**CIVIL ACTION**
	:	**AUGUST TERM, 2016**
Plaintiffs,	:	**CASE NO. 160800491**
v.	:	
BAYADA HOME HEALTH CARE, INC.,	:	
Defendant.	:	

[PROPOSED] PRELIMINARY ORDER APPROVING CLASS ACTION SETTLEMENT AND PROVIDING FOR NOTICE

WHEREAS, Plaintiffs, Latisha Reed and Nadine Pierre, individually and on behalf of the Settlement Class ("Plaintiffs"), and Defendant, BAYADA Home Health Care, Inc. ("Defendant" or "BAYADA"), have entered into the Stipulation of Class Action Settlement and Release of Claims, dated December 11, 2024 (the "Settlement Agreement"), which is subject to review under Rule 1702 of the Pennsylvania Rules of Civil Procedure and which, taken together with the exhibits attached hereto, sets forth the terms and conditions for the proposed settlement and dismissal of the class action pending before the Court captioned *Latisha Reed, et al. v. BAYADA Home Health Care, Inc.*, Case No. 160800491, 2016 August Term (Court of Common Pleas, Philadelphia County) (the "Action");[1] and

WHEREAS, the Court having read and considered the Settlement Agreement, and the exhibits attached thereto and submissions made relating thereto, and finding that substantial and sufficient grounds exist for entering this Order;

[1] All capitalized terms not otherwise defined in this Preliminary Approval Order shall have the same meaning as ascribed to them in the Settlement Agreement.

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NOW, THEREFORE, IT IS HEREBY **ORDERED** as follows:

1. Preliminary Certification of Settlement Class. In accordance with the Settlement Agreement and consistent with the Court's Order Granting Class Certification dated December 13, 2021, and pursuant to Rule 1702 of the Pennsylvania Rules of Civil Procedure, this Court hereby conditionally certifies the following Settlement Class ("Settlement Class"):

> All current and former employees of Bayada Home Health Care, Inc. who worked in the Commonwealth of Pennsylvania from August 3, 2013 through September 10, 2024 as hourly paid Home Health Care Nurses (including Registered Nurses ("RNs") and Licensed Practical Nurses ("LPNs")), and who do not submit a timely and valid Request for Exclusion, as provided in the Settlement Agreement, or who did not previously release the Released Claims under a separate agreement.

2. Pursuant to the Settlement Agreement, the Court's determination that maintaining certification is appropriate is based on findings that: (a) the number of Settlement Class Members is so numerous that joinder of all members of the Settlement Class is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the claims of Class Representatives are typical of the claims of the Settlement Class; (d) Class Representatives fairly and adequately represent the interests of the Settlement Class under the criteria set forth in Pa. R.C.P. 1709; and (e) a class action provides a fair and efficient method for adjudication of the Action under the criteria set forth in Pa. R.C.P. 1708.

3. The Court hereby certifies Plaintiffs as Class Representatives for the Settlement Class and certifies Miller Shah, LLP, Shaffer & Gaier, LLC, and Stephan Zouras, LLC, previously selected by Plaintiffs and appointed by the Court, as Class Counsel for the Settlement Class.

4. Preliminary Approval of Proposed Settlement. The Court hereby preliminarily approves the Settlement Agreement as fair, reasonable, and adequate, and in the best interests of the Settlement Class, subject to further consideration at the Fairness Hearing to be conducted as described below.

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5. The Court preliminarily finds that: (a) the Settlement was negotiated vigorously and at arm's-length, under the auspices of two experienced mediators, by Defense Counsel, on one hand, and by Class Counsel, on behalf of the Class Representatives and the Settlement Class, on the other hand, and is not the result of any collusion; (b) Class Representatives and Class Counsel had sufficient information to evaluate the value of the Class Action and have concluded that the Settlement is fair, reasonable, and adequate; (c) if the Settlement had not been achieved, the Parties faced the expense, risk, and uncertainty of a trial and protracted appellate litigation; (d) the amount of the Settlement—thirteen million five hundred thousand dollars and zero cents ($13,500,000.00)—is fair, reasonable, and adequate, considering the costs, risks, and delay of litigation, trial, and appeal; and (c) at all times, Class Representatives and Class Counsel have acted independently of Defendant and in the interest of the Settlement Class.

6. Fairness Hearing. The Court will hold a Fairness Hearing before the Honorable Susan I. Schulman, on _____, 2025, at _____ __.m. in Courtroom 1209, Court of Common Pleas of Philadelphia County, Criminal Justice Center, 1301 Filbert Street, Philadelphia, PA 19107, to make a final determination concerning, among other things: (a) any objections from Class Members to the Settlement or any aspect of it; (b) whether the Settlement Agreement merits final approval as fair, reasonable, and adequate; (c) whether the Action against Defendant should be dismissed with prejudice pursuant to the terms of the Settlement; (d) whether Class Counsel adequately represented the Settlement Class for the purposes of entering into and implementing the Settlement; (e) whether Class Counsel's application for a Class Counsel Award should be approved; (f) whether Class Counsel's application for Class Representative Enhancements should be approved; and (g) any other matters that may properly be brought before the Court in connection with the Settlement.

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7. The Fairness Hearing may be rescheduled or continued; in that event, the Court will furnish all counsel with appropriate notice. Class Counsel shall be responsible for communicating any such notice promptly to the Class by posting a conspicuous notice on the following website of the Claims Administrator: [www.strategicclaims.net/bayadaPA]. The Court reserves the right to hold the Fairness Hearing telephonically or by other virtual means.

8. The Court may approve the proposed Settlement with such modifications as the Parties may agree to, if appropriate, without further notice to the Class.

9. Form and Content of Summary Notice and Detailed Notice. The Court hereby (a) approves, as to form and content, the Summary Notice (attached to the Settlement Agreement as Exhibit A) and Detailed Notice of Class Action Settlement (attached to the Settlement Agreement as Exhibit B), respectively, and (b) finds that the direct mailing of the Summary Notice and the publication of the Detailed Notice of Class Action Settlement in the manner and form set forth in paragraph 18 of this Order (i) is the best notice practicable under the circumstances; (ii) constitutes notice that is reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action, of the effect of the proposed Settlement (including the Release to be provided thereunder), of Class Counsel's motion for an award of attorneys' fees and reimbursement of fees and expenses and for Class Representative Enhancements, of their right to object to the Settlement, of their right to exclude themselves from the Settlement Class, and of their right to appear at the Fairness Hearing; and (iii) constitutes due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement.

10. Claims Administrator. The Court hereby approves the appointment of Strategic Claims Services as the Claims Administrator for the Settlement. The Court authorizes Strategic Claims Services to supervise and administer the notice procedure in connection with the proposed

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Settlement as more fully set forth below.

11. The actions of the Claims Administrator shall be governed by the terms of the Settlement Agreement. Defense Counsel and Class Counsel may provide relevant information and guidance as needed by the Claims Administrator in the performance of its duties, and engage in related communications with the Claims Administrator, without notice or copies to the Class Members or the Court, unless requested by the Court.

12. The Administration Costs will be paid out of the Settlement Account, and shall include all costs, including the Claims Administrator's fee, postage, and other amounts necessary to administer the Settlement Agreement.

13. Establishment of Qualified Settlement Fund. The Claims Administrator shall: (a) open and administer the Settlement Account in such a manner as to qualify and maintain the qualification of the Settlement Account as a "Qualified Settlement Fund" under Section 468B of the Code and Treas. Reg. § 1.468B-1; (b) calculate, withhold, remit, and report any applicable payroll taxes in connection with the Settlement Payment; (c) satisfy all tax reporting, return, and filing requirements with respect to the Settlement Account and any interest or other income earned by the Settlement Account; and (d) satisfy out of the Settlement Account all taxes (including any estimated taxes, interest or penalties) with respect to the interest or other income earned by the Settlement Account.

14. The Parties and the Claims Administrator shall elect to treat the Settlement Account as coming into existence as a Qualified Settlement Fund on the earliest date set forth in 26 C.F.R. § 1.468B-1(j)(2)(i), and such election statement shall be attached to the appropriate returns as required by 26 C.F.R. § 1.468B-1(j)(2)(ii). All interest accruing thereon shall become part of the Settlement Amount. The Parties agree to cooperate with the Claims Administrator and one another

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as necessary to effectuate the terms of the Settlement Agreement.

15. **No later than 15 calendar days after the entry of the Preliminary Approval Order, Defendant shall deposit the sum of $100,000.00 into the Settlement Account, which will be used for the costs of the notice. Thereafter, and not later than 90 calendar days of the entry of the Preliminary Approval Order**, Defendant shall deposit the remaining Settlement Amount of Thirteen Million Four Hundred Thousand Dollars and Zero Cents ($13,400,000.00) into the Settlement Account. No other funds shall be added to or comingled with the Settlement Account. In no event shall the Claims Administrator withdraw, transfer, pledge, impair or otherwise make use of the funds in the Settlement Account except as expressly provided in the Settlement Agreement.

16. Fees, expenses and costs incurred in connection with the opening and administration of the Settlement Account shall be treated, and included in the costs of administering the Settlement Account, as Administration Costs.

17. The Settlement Account shall be used to pay: (a) Court-approved Settlement Payments of the Class Members; (b) the employer's portion of payroll taxes; (c) Class Counsel Award, as awarded by the Court; (d) Class Representative Enhancement Payments, as awarded by the Court; (e) Administration Costs; and (f) any other additional expenses incurred in connection with the administration of the Settlement Agreement.

18. Manner of Giving Notice. Class Counsel, by and through the Claims Administrator, shall provide notice of the Settlement as follows:

(a) **Within twenty (20) business days of Preliminary Approval Date**, Defendant will produce to the Claims Administrator the Database, which includes the additional shift data from the time that the last set of data was produced in May 2024, to September 10, 2024.

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The Claims Administrator will keep this Database confidential and use it only for purposes of performing its duties to the Class Members. The Database will be true and correct to the best of Defendant's knowledge.

(b) **No later than fourteen (14) business days following receipt of the Database from Defendant**, the Claims Administrator shall mail to each Class Member the Summary Notice at that person's last-known address, as reflected in the Database. This mailing shall be made via first class mail through the U.S. Postal Service, postage pre-paid. Prior to the mailing, the Claims Administrator shall run the addresses through the U.S. Postal Service's National Change of Address database and update the Database as necessary.

(c) **No later than fourteen (14) business days following the receipt of the Database from Defendant**, the Claims Administrator shall create and institute a dedicated website, www.strategicclaims.net/bayadaPA. The dedicated website shall include: (a) a brief welcome page approved by the Parties; (b) the Detailed Notice of Class Action Settlement; (c) contact information for Class Counsel; (d) contact information for the Claims Administrator; (e) relevant case filings, including the complaint, preliminary approval filings, and other documents approved by the Parties; and (g) all applicable deadlines.

19. With regard to any settlement documents that are returned to the Claims Administrator as undeliverable, the Claims Administrator will perform customary database searches or skip traces to locate a current address and, if a current address is located, shall promptly re-mail the settlement documents.

20. Objections to Settlement and Participation in Fairness Hearing. To object to the Settlement Agreement, the Class Member must write and mail, postage prepaid, a written objection on the Claims Administrator, which must be postmarked **no later than forty-five (45) calendar**

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days after the Notice Date (the "Response Deadline"). The address for filing objections with the Claims Administrator is as follows:

BAYADA Settlement Administrator
c/o Strategic Claims Services
600 North Jackson Street, Suite 205
Media, PA 19063
Re: *Latisha Reed, et al. v. BAYADA Home Health Care, Inc.*, Case No. 160800491 (Pa. Com. Pl.)

21. The written objection must include: (a) a heading that refers to the Litigation; (b) the objector's name, address, telephone number, and, if represented by counsel the name, address, telephone number of his/her counsel; (c) dates of his or her employment with BAYADA in Pennsylvania as a Home Health Care Nurse (including RNs and LPNs); (d) a statement whether the objector intends to appear at the Fairness Hearing, either in person or through counsel; (e) a statement of the objection and the grounds supporting the objection; (f) copies of any papers, briefs, or other documents upon which the objection is based; (g) the name and case number of all objections to class action settlements made by or on behalf of the objector in the past five (5) years; and (h) the objector's signature.

22. The Claims Administrator shall promptly notify and send a copy of each objection to both Defense Counsel and Class Counsel. Class Counsel will file all objections with the Court **no later than twenty-one (21) calendar days prior to the Fairness Hearing**.

23. Any objector who files a timely, written objection in accordance with this Order may (but is not required to) participate in the Fairness Hearing either in person or through qualified counsel retained at the objector's expense. Objectors or their attorneys intending to participate in the Fairness Hearing must have indicated their intention to participate (and, if applicable, the name, address, and telephone number of the objector's attorney) as part of their objection. Any objectors, or their counsel, who did not timely indicate their intention to participate in accordance with this

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Paragraph shall not be permitted to speak at the Fairness Hearing, except for good cause shown.

24. Exclusions from Settlement. For a Class Member to exclude himself or herself from the Settlement, he or she must write and mail via U.S. Mail, postage prepaid, postmarked **no later than forty-five (45) calendar days after the Notice Date** (the "Response Deadline"), to the Claims Administrator a Request for Exclusion letter that states: "I request to be excluded from the settlement in *Latisha Reed, et al. v. BAYADA Home Health Care, Inc.*, Case No. 160800491, 2016 August Term (Court of Common Pleas, Philadelphia County). I affirm that I worked for BAYADA Home Health Care, Inc. in the Commonwealth of Pennsylvania as a Home Health Care Nurse for at least one day from August 3, 2013 to September 10, 2024." The Class Member's Request for Exclusion letter must also include his or her full name, employee number (if known), address, and telephone number, and the Class Member must personally sign and date the letter. Group or class-wide exclusions shall not be permitted.

25. The address for submitting a Request for Exclusion letter with the Claims Administrator is as follows:

BAYADA Settlement Administrator
c/o Strategic Claims Services
600 North Jackson Street, Suite 205
Media, PA 19063
Re: *Latisha Reed, et al. v. BAYADA Home Health Care, Inc.*, Case No. 160800491
(Pa. Com. Pl.)

26. Any timely and valid Class Member that excludes himself or herself from the Settlement shall NOT: (a) be bound by any orders or judgments entered in this Action; (b) be entitled to any monetary payment, benefits or relief under the Settlement Agreement; (c) gain any rights by virtue of the Settlement Agreement; or (d) be entitled to object to the Settlement or appeal from any order of the Court.

27. Upon receipt of a Request for Exclusion, the Claims Administrator shall promptly

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notify and send a copy of the Request for Exclusion to both Defense Counsel and Class Counsel. If a fully completed and properly executed Request for Exclusion is not timely submitted by a Class Member, then that Class Member will be deemed to have forever waived his or her right to opt-out of the Class and will be bound by the Release.

28. Final Approval of the Settlement. The Court hereby orders: **no later than twenty-one (21) calendar days prior to the Fairness Hearing**, Class Counsel shall file and serve a motion for final approval of the Settlement, including a Class Counsel Award and Class Representative Enhancements, and all briefs in support thereof.

29. Stay and Temporary Injunction. Until otherwise ordered by the Court, the Court stays all proceedings in the Action other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement Agreement. Pending final approval of the Settlement, the Court bars and enjoins Plaintiffs, and all other members of the Class, from commencing any and all of the Released Claims against Defendant.

30. No Admission of Liability. Neither the Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be construed as an admission or concession by Defendant, its counsel, or any other Released Party, of the truth of any of the allegations in the Action, or of any liability, negligence, fault, or wrongdoing of any kind and shall not be construed as, or deemed to be evidence of or an admission or concession that Class Representatives or any Settlement Class Members have suffered any damages, harm, or loss. Further, neither the Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, nor this Order shall be construed as an admission of concession by the Class Representatives of the validity of any factual or legal defense or of the infirmity of any of the claims or facts alleged in this Action.

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31. Termination of Settlement. In the event the Settlement is not consummated in accordance with the terms of the Settlement Agreement, then the Settlement Agreement and this Order (including any amendment(s) thereof, and except as expressly provided in the Settlement Agreement or by order of the Court) shall be null and void, of no further force or effect, and without prejudice to any Party, and may not be introduced as evidence or used in any action or proceeding by any Person against the Parties or the Released Parties, and each Party shall be restored to his, her, or its respective litigation positions as they existed prior to September 10, 2024.

32. Pending the Fairness Hearing and any further determination thereof, this Court shall maintain continuing jurisdiction over these Settlement proceedings.

33. Based on the foregoing, the Court sets forth the following schedule for the Fairness Hearing and the actions preceding it. If any deadline set forth in this Order falls on a weekend or federal holiday, then such deadline shall be extended to the next business day. These deadlines may be extended by order of the Court, for good cause shown, without further notice to the Settlement Class. Settlement Class Members must check the Settlement website regularly for updates and further details regarding this Settlement:

Event	**Deadline for Compliance**
Defendant produces Database	No later than 20 business days following entry of the Preliminary Approval Order
Mailing Class Notice Complete	No later than 34 business days after entry of the Preliminary Approval Order (the "Notice Date")
Publication of Detailed Notice of Class Action Settlement posted on www.strategicclaims.net/bayadaPA	No later than 34 business days after entry of the Preliminary Approval Order
Deadline for requests for exclusion, and objections with notices of intent to appear at the Fairness Hearing	No later than 45 calendar days after the Notice Date

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Deadline for Plaintiffs to file objections with the Court as well as motion for final approval of the Settlement, and application for attorneys' fees, costs, expenses, and enhancement awards, and proposed final order and judgment	21 calendar days prior to the Fairness Hearing
Deadline for Plaintiffs to file reply, if any, in further support of above	7 calendar days prior to the Fairness Hearing

SO ORDERED this ___ day of _____, 2025.

BY THE COURT:

_____ **J.**

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