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ROOM 521 IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA
TRIAL DIVISION - CIVIL

LATISHA REED et al., : AUGUST TERM, 2016
: :
Plaintiffs, : NO. 00491
v. : :
: CLASS ACTION
BAYADA HOME HEALTH CARE, INC., :
: Control No. 25082294
Defendant. :

DOCKETED
AUG 25 2025
R. POSTELL
COMMERCE PROGRAM

ORDER

AND NOW, this 25th day of August, 2025 upon consideration of the plaintiffs' Motion for Final Approval of Settlement with defendant Bayada Home Health Care, Inc. ("Bayada") and the Stipulation of Class Action Settlement Agreement and Release of Claims (the "Settlement Agreement") attached as Exhibit 1 to the Declaration of plaintiffs' counsel attached to the Motion, and after a hearing, the Court finds the following facts:

1. On April 14, 2025, this Court entered an Order preliminarily approving the parties' settlement and directing that notice be provided to the members of the settlement class (collectively, the "Settlement Class") in accord with the notice plan set forth in the Settlement Agreement and pursuant to the Pennsylvania Rules of Civil Procedure;
2. Notice of the settlement was provided to members of the Settlement Class in accord with Pennsylvania Rule of Civil Procedure 1714(c) and the requirements of due process, and the class members have been afforded the opportunity to object to the settlement or to exclude themselves from the settlement;
3. No class members objected to the settlement; and
4. Six class members excluded themselves from the Settlement Class.

ORDRF-Reed Etal Vs Bayada [RCP]



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Based upon those facts and the parties' submissions, it is **ORDERED** that the motion for final approval is **GRANTED**, the class settlement is **FINALLY APPROVED** as fair, reasonable and adequate subject to the following conditions being fulfilled by the parties and the Settlement Administrator, and the Court further **ORDERS** that:

1. Bayada shall pay the total gross settlement amount of \$13,500,000.00 (the "Settlement Amount") into a Settlement Account (the "Settlement Account") in accord with the terms of the parties' Settlement Agreement;
2. The following persons have excluded themselves from the Settlement Class, shall not receive any payments out of the Settlement Account, and are not bound by the Releases set forth in, and the other terms of, the Settlement Agreement: Linda Caddy, Anne Cavanaugh, Denise Kelly, Sheri Laughman, Brenda Weaver, and Barbara Woods.
3. Having determined that the requested attorneys' fees and costs and settlement administration costs are reasonable, class counsel is entitled to receive \$5,207,892.60 from the Settlement Account pursuant to Pennsylvania Rule of Civil Procedure 1717 in full satisfaction of all claims by any class members, class counsel, or any other plaintiff's counsel for attorneys' fees and/or costs in any way related to this settlement and the claims asserted against Bayada in this action;
4. Named plaintiffs Latisha Reed and Nadine Pierre are entitled to receive \$30,000.00 each from the Settlement Account as a service award in accord with the terms of the parties' Settlement Agreement;
5. The remainder of the Settlement Account shall be distributed by checks mailed and payable to the Settlement Class Members in accord with the terms of the parties' Settlement Agreement;

6. Any portion of the Settlement Amount that remains in the Settlement Account after the above payments have been made shall be paid by the Settlement Administrator *cy pres* with 50% paid to the Pennsylvania IOLTA Board, 25% to the University of Pittsburgh School of Nursing, and 25% to the M. Louise Fitzpatrick College of Nursing at Villanova University in accord with Pennsylvania Rule of Civil Procedure 1716 and the terms of the parties' Settlement Agreement;
7. The Court retains jurisdiction over this action for the purpose of enabling any of the settling parties to apply to this Court for such further orders and directions as may be necessary and appropriate for the construction, modification, or enforcement of the Settlement Agreement or this Order; and
8. Upon proper payment of the Settlement Amount by Bayada pursuant to the terms of the Settlement Agreement and this Order, the claims in this action asserted against defendant Bayada Home Health Care, Inc. are dismissed with prejudice.

BY THE COURT:

A handwritten signature in black ink, appearing to read "Michael E. Erdos".

MICHAEL E. ERDOS, J.