

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

**CHANELLE FLORENCE,**  
Individually, and on behalf of all those  
similarly situated

CIVIL DIVISION

Plaintiff,

Case No. GD-19-014997

v.

**INTEGRITY HOME CARE, LLC,**

Defendant.

**CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE**

This class action settlement agreement (“Agreement”) is entered into this 4<sup>th</sup> day of November 2020 by and among Plaintiff Chanelle Florence (“Plaintiff”), individually and on behalf of the members of the proposed settlement class defined herein (the “Settlement Class”), and Defendant Integrity Home Care, LLC (“Defendant”) (collectively, the “Parties”), in the matter of *Florence v. Integrity Home Care LLC*, Case No. GD-19-014997, filed in the Allegheny County Court of Common Pleas (the “Action”).

**1. Purpose.**

- a. Pursuant to the terms set forth below, Plaintiff and Defendant enter into this Agreement to bring about a full, complete and final resolution of all claims asserted, or that could have been asserted, in the Action against Defendant by Plaintiff and the Settlement Class.
- b. Defendant has denied and continues to deny any liability or wrongdoing of any kind associated with any and all past and present matters, disputes, claims, demands, and causes of action of any kind whatsoever in this Action that were, or could have been, asserted on behalf of Plaintiff and/or the Settlement Class.
- c. Notwithstanding, the Parties engaged in extensive negotiations to resolve the Action and attended a mediation with Carole Katz, Esq., and, based on those negotiations, the parties agree to settle the Action as it relates to Defendant pursuant to the provisions of this Agreement, which are set forth in detail below.
- d. It is the desire and intention of the parties that this Agreement shall, for each member of the Settlement Class, fully, finally, and forever completely settlement, compromise,

release and discharge any and all Released Claims and result in dismissal, with prejudice, of the Action. Further, the parties expressly understand and agree that Defendant is entering into this Agreement solely for the purpose of avoiding the costs and disruption of ongoing litigation and resolving the Release Claims on the terms set forth herein. Nothing in this Agreement may be construed or deemed an admission by Defendant of any liability or wrongdoing.

- e. Plaintiff and counsel for Plaintiff and the proposed Settlement Class (“Class Counsel”) judge the Agreement to provide fair, reasonable, and adequate relief to the Settlement class and to be in the best interests of the Settlement Class. Defendant agrees to support preliminary and final approval of class settlement under the terms of this Agreement as well as class certification.

**2 The Settlement Class.** This Agreement is entered into on behalf of Plaintiff and all employees of Defendant providing in-home healthcare services who were classified as non-exempt and claim they were not paid overtime for hours worked in excess of 40 hours per workweek, including all employees who received checks from Defendant for unpaid overtime pursuant to the investigations conducted by the PA Department of Labor and Industries in 2019 and the US Department of Labor in 2020, in any workweek since Defendant began its business through the Effective Date of this Agreement.

**3 Consideration.** Defendant agrees to provide One Hundred Thousand Dollars (\$100,000.00) in settlement funds to the Settlement Class (“Settlement Payment”) to fully and finally resolve the Action. All payments, including, but not limited to payments to the class, fees, administration, and other costs, shall come out of the all-in fund of \$100,000.00. However, Defendant’s portion of payroll taxes resulting from the payments due under Section 3(a) of this Agreement shall be paid separately by Defendant. The Settlement Payment shall be allocated as follows:

- a. \$42,738.00, less applicable withholding, which shall be considered payment for alleged unpaid overtime to the 25 individuals identified in Attachment A, which shall be payable on a W-2 basis;
- b. \$16,429.00 in liquidated damages to the Settlement Class, allocated in proportion to their maximum calculated claims for liquidated damages, which shall be payable on a W-9 basis;
- c. \$5,000.00 for the reasonable cost of administration of Plaintiff’s class action lawsuit, which shall be payable on a W-9 basis;
- d. \$2,500.00 for an incentive payment to Plaintiff as the class representative, which shall be treated as non-wage “other income,” which shall be payable on a W-9 basis; and
- e. \$33,333.00 in attorneys’ fees and costs to Class Counsel, which shall be payable on a W-9 basis.

The attorneys' fees and costs paid by Defendant pursuant to this Agreement shall constitute full satisfaction of its obligations to pay amounts to any person, attorney or law firm for attorneys' fees or costs in this Action on behalf of Plaintiff and/or any Settlement Class member, and shall relieve Defendant from any other claims or liability to any other attorney or law firm for any attorneys' fees or costs to which any of them may claim to be entitled on behalf of Defendant or any Settlement Class member. The Parties agree that the Court has ultimate authority to accept, reject, or modify these allocations.

**4 Effective Date.** The Agreement shall become effective upon mutual execution by all Parties. Electronic signatures shall have the same force and effect as if they were originals.

**5 Delivery.** Defendant shall issue 25 payroll checks totaling \$42,738.00, less applicable withholdings, payable to the identified individuals referenced in Section 3(a) of this Agreement and deliver the payroll checks to Class Counsel. Defendant shall withhold and pay employer payroll taxes associated with those payments and shall re-issue, upon reasonable request, any checks that are lost or damaged during settlement administration. The remainder of the consideration (\$57,262.00) shall be delivered in the form of one check payable to Class Counsel to be held in trust and distributed according to this Agreement. Delivery of all checks shall be made within 30 days of the Court's final approval of this Agreement and dismissal of the Action with prejudice.

**6 Tax forms.** Plaintiff will provide Defendant with a completed IRS Forms W-4 and W-9 and Class Counsel will provide a completed IRS Form W-9 at or before the time Plaintiff signs the Agreement.

**7 Attorneys' Fees.** Defendant will not object to attorneys' fees of up to one-third of the all-in fund. Specifically, Defendant will not object to attorneys' fees in the amount of up to \$33,333.00 in reflection of one-third of the all-in fund of \$100,000.00. This allocation is pursuant to IRS Form 1099.

**8 Class Certification and Settlement Approval.** The Parties shall move jointly for the Settlement Class to be certified by the Court and for this Agreement to be approved.

**9 Full Wage and Hour Release.**

- a As of the Effective Date, Plaintiff and all Settlement Class, on behalf of themselves and their heirs and personal representatives, hereby release and forever discharge the Defendant, its direct and indirect subsidiaries, divisions, parents, affiliates, companies under common control of any of the foregoing, predecessors, successors, and assigns, and its and their past, present and future shareholders, partners, principals, managers, members, directors, officers, employees, agents, attorneys, insurers, employee benefit plans, trustees and all others acting in concert with them (collectively, the "Released Parties"), from any and all claims, actions, suits, proceedings, complaints, causes of action, grievances, debts, costs and expenses (including attorney's fees), at law or in equity, known or unknown, that were or could have been asserted in the Action, arising out of, based on, or relating in any way to any acts or omissions that occurred, in whole or in part, prior to the Effective Date, including, but not limited to, violations of the

Fair Labor Standards Act of 1938, the Pennsylvania Minimum Wage Act, the Pennsylvania Wage Payment and Collection Law, and any other federal, state or local statute or regulation, all as amended (“Released Claims”).

- b. Notwithstanding the foregoing, nothing in this release shall prevent members of the Settlement Class from cooperating with or participating in any lawful investigation or proceeding before any local, state, or federal agency. The Parties further agree that this release does not apply to any claims that cannot be released as a matter of law.

**10. Class Action Administration and Notice.**

- a. Class Counsel will administer this settlement.
- b. Class Counsel shall be responsible for preparing, printing and mailing the notice to all Settlement Class members (“Settlement Notice”). Within five calendar days of the Court granting preliminary approval of the Settlement (“Initial Notice Mailing Date”), Class Counsel shall mail the Settlement Notice to each member of the Settlement Class by First Class U.S. Mail. In order to provide the best notice practicable, Class Counsel, prior to mailing the Settlement Notice, will run the list of Settlement Class members through the U.S. Postal Service’s National Change of Address database (“NCOA”). Any notice returned to Class Counsel with a forwarding address shall be re-mailed by the administrator within three business days following receipt of the returned mail. If any notice is returned to the administrator without a forwarding address, Class Counsel shall undertake reasonable efforts to search for the correct address and shall promptly re-mail the notice to any newly found addresses.

**11. Redistribution.** The entire Settlement Payment shall be paid solely to Plaintiff, Class Counsel, and the Settlement Class members. Class Counsel may redistribute at their discretion amounts attributable to class members who cannot be located or found after due diligence.

**12. Exclusion from Class.** Each individual who properly files a timely written request for exclusion shall be excluded from the Settlement Class and shall have no rights under this Agreement. An exclusion request shall be deemed timely if it is postmarked no later than 45 calendar days after the Initial Notice Mailing Date. An exclusion request must: (i) be in writing; (ii) state the individual’s current address; (iii) contain the following statement: “I/we hereby request that I/we be excluded from the proposed settlement class in the case of *Chanelle Florence v. Integrity Home Care, LLC*; (iv) be signed; and (v) be postmarked within 30 calendar days from the Initial Notice Mailing Date. No later than 45 calendar days after the Initial Notice Mailing Date, Class Counsel shall file and serve a declaration identifying all individuals who have made a timely and valid request for exclusion.

**13. Objections to the Agreement.** The Settlement Notice sent to potential members of the Settlement Class shall inform them of the right to object to this Settlement Agreement. If a person wishes to have the Court consider such an objection, the person (1) must not exclude himself or herself from the Settlement Class and (2) must file with the Court and mail to counsel for the Parties a written objection, along with any supporting documentation that the person wishes the Court to consider, by no later than 45 calendar days from the Initial Notice Mailing Date. If such objection is submitted and overruled by the Court, the objecting member of the

Settlement Class shall remain fully bound by the terms of this Class Settlement so long as it is granted final approval by the Court. Parties shall submit any responses to objections no later than 45 calendar days after the Initial Notice Mailing Date. Any Settlement Class member who does not appear individually or through counsel and who does not challenge or comment upon the fairness and adequacy of this Agreement or Class Counsel's petition for attorneys' fees and expenses shall waive and forfeit any and all rights to appear separately or object. All members of the Settlement Class shall be bound by all the terms of this Agreement and by all proceedings, orders and judgments in this Action.

**14 No Pending Actions.** Plaintiff represents to the best of her knowledge that no other complaints, charges, claims, or actions have been filed and are currently pending against the Released Parties with any state, federal or local agency or court to date and that Plaintiff will not do so at any time hereafter for actions prior to the Effective Date of this Agreement. Plaintiff further agrees that if any agency or court assumes jurisdiction of any complaint, charge, claim or action against the Released Parties on behalf of Plaintiff, she will direct that agency or court to withdraw from or dismiss with prejudice the matter as it relates to Plaintiff.

**15 Preliminary and Final Approval Procedures.**

- a. No later than 10 calendar days after the execution of this Settlement Agreement, the Parties shall file a joint motion with the Court for a preliminary order certifying the class and approving the Agreement. Plaintiff's counsel shall be responsible for preparing and filing the joint motion, subject to review and approval by Defendant's counsel. The Parties agree to take all reasonable steps necessary to promptly secure approval of the settlement from the Court. If the Court does not approve the settlement for any reason, the Parties shall work cooperatively to address the Court's concerns. If the Court still does not approve the settlement, then this Agreement and any related agreements shall be deemed null and void, and the Parties shall be restored to the status quo ante, and Defendant expressly reserves the right to assert all arguments and defenses to the claims asserted in the Action and the propriety of class certification.
- b. The final approval hearing will be held on such date as the Court, in its discretion, may order.
- c. No later than 30 calendar days prior to the final approval hearing, Class Counsel shall file a motion requesting that the Court grant final approval of the Agreement, including payment of attorneys' fees and expenses.

**16 Final Approval Order.** The Parties shall use their best efforts to secure the Court's issuance of a Final Approval Order. The Final Approval Order shall, among other things:

- a. Find that the Court has personal jurisdiction over the Settlement Class members;
- b. Certify the Action as a class action;
- c. Approve this Agreement as fair, adequate, reasonable, and consistent;

- d. Direct that the Settlement Payment be distributed in accordance with the terms of this Agreement;
- e. Direct that the Action be dismissed with prejudice and in full and final discharge of any and all Released Claims;
- f. Declare this Agreement to be binding on the Settlement Class and to have res judicata effect in all pending and future lawsuits or other proceedings encompassed by the Settlement Agreement; and
- g. Retain continuing jurisdiction over this Action for purposes of overseeing all settlement administration matters.

**17. No Assignment.** Plaintiff hereby represents that she has full and exclusive authority to release and discharge the Released Parties pursuant to the terms of this Agreement and has not hypothecated, mortgaged, assigned, encumbered, transferred, or otherwise disposed of any right, claim, demand, cause of action, or other matter covered by the Release set forth in this Agreement against any Released Party. Plaintiff agrees to indemnify, defend, and hold each of the Released Parties harmless from any claim, liability, or expense which they may incur by reason of any such hypothecation, mortgage, assignment, encumbrance, transfer, or other disposal of such claim.

**18. Drafting.** This Agreement was negotiated at arm's length and entered into freely by the Parties with the advice of counsel. In the event an ambiguity exists in any provision of this Agreement, such ambiguity is not to be construed by reference to any doctrine or statute calling for ambiguities to be construed against the drafter of the document.

**19. Entire Agreement.** This Agreement sets forth the entire agreement between the Parties and fully supersedes any and all agreements or understandings, written or oral, between the Parties hereto pertaining to the subject matter hereof.

**20. Modifications.** No part or provision of this Agreement may be changed, modified, waived, discharged, or terminated except by an instrument in writing signed by the party against whom enforcement of such change, modification, waiver, discharge or termination is sought. The failure of a Party to seek redress for violation or to insist upon strict performance of, any provision of this Agreement shall not be a waiver of that provision by that Party or estop that Party from asserting fully any and all of its rights under this Agreement.

**21. Voluntary Agreement.** Each of the Parties certifies that she/it is voluntarily entering into this Agreement in good faith based solely and completely upon her/its own judgment and upon the advice and counsel of her/its own attorneys following her/its good-faith assessment of the claims. All Parties represent that they have read this Agreement and fully understand all of its terms; that they have executed this Agreement without coercion or duress of any kind; and that they understand any rights they may have and sign this Agreement with full knowledge of any such rights.

**22 Survival.** The Parties hereby agree that the provisions of this Agreement, including, without limitation, the representations, warranties, covenants and releases made herein, shall survive the execution of this Agreement and the performance by the Parties of their respective obligations under this Agreement.

**23 Severability.** Any part, provision, representation or warranty of this Agreement that is prohibited or unenforceable, or is held by a tribunal of competent jurisdiction to be void or unenforceable, in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining parts, provisions, representations or warranties herein, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the Parties hereby knowingly, voluntarily and intelligently waive any provision of law that prohibits or renders void or unenforceable any part, provision, representation or warranty hereof.

**24 Successors and Assigns.** This Agreement shall be binding upon and inure to the benefits of the Parties' successors and assigns.

**25 Waiver.** No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

**26 Further Assurances.** Each of the Parties hereby agrees to execute such other documents, and to take such other and further actions, as may be reasonably requested by any of the Parties for the sole purpose of effectuating the agreements herein. This includes but is not limited to Plaintiff and all others similar situated withdrawing the Charge.

**27 Authority to Execute.** Each of the Parties represents and warrants that it is competent and authorized to execute this Agreement, and each of the entities represents and warrants that the individual executing this Agreement on its behalf is duly authorized to do so.

**28 Counterparts.** This instrument may be executed in two or more counterparts and in multiple originals. The Parties agree that for the purpose of the execution of this Agreement, facsimile, Adobe PDF, DocuSign signatures will constitute original signatures.

**29 No Admissions.** By entering into this Agreement, Defendant in no way admits any violation of any law or any liability whatsoever to Plaintiff or the Settlement Class, individually or collectively, all such liability being expressly denied. Moreover, by entering into this Agreement, Defendant in no way admits to the suitability of this case for class action litigation other than for purposes of Settlement.

**30 Non-Admissible.** This Agreement, the settlement, and any proceedings or actions or negotiations in connection therewith are settlement communications covered by Federal Rule of Evidence 408 or Pennsylvania Evidence Rule 408, and shall not be construed as an admission of truth of any allegation or the validity of any cause of action or claim asserted or of any liability

therein; nor shall this Agreement, nor the settlement, nor any papers related to them, nor any of the terms hereof be offered or received into evidence or in any way referred to in any proceeding or any other civil, criminal or administrative action other than (a) such proceedings as may be necessary to consummate or enforce this Agreement or to comply with any law or regulation of any federal, state or other government entity, or (b) any action or proceeding by or against Plaintiff, or any Released Party to support a defense of *res judicata*, collateral estoppel, release, or other theory of claim preclusion or issue preclusion or similar defense; nor shall they be construed by anyone for any purpose whatsoever as an admission or presumption of any wrongdoing.

**31. Non-Disclosure.** The Parties agree that until this document becomes public through the Court-approved settlement process described herein, it shall remain confidential and not disclosed by Class Counsel or by the Parties, except as set forth herein. The Parties further agree that any information, negotiations, data, drafts and/or summaries exchanged between the Parties relating to the negotiation of this Agreement shall remain confidential and shall not be disclosed to the public or to any third party, except as set forth herein. Class Counsel shall not publicize the settlement or otherwise use or disclose the information obtained in connection with this Action for any purpose unrelated to this litigation and settlement. In other words, Class Counsel shall not publicize the settlement through, among other channels or mediums, emails, website, press releases, or press conferences. Notwithstanding the foregoing, the Parties may disclose terms of this Agreement to the extent required by law, government regulation, or judicial or government order, or to its legal and/or financial advisors.

**32. Governing Law.** Pennsylvania law shall govern the interpretation, construction and enforcement of this Agreement.

IN WITNESS WHEREOF, the following have executed this Agreement as of the dates set forth below, intending to be legally bound:



\_\_\_\_\_  
CHANELLE FLORENCE, individually  
and on behalf of all others similarly situated

11/04/2020  
\_\_\_\_\_

DATE

INTEGRITY HOME CARE, LLC

\_\_\_\_\_  
By: \_\_\_\_\_

\_\_\_\_\_  
DATE

Its: \_\_\_\_\_

therein; nor shall this Agreement, nor the settlement, nor any papers related to them, nor any of the terms hereof be offered or received into evidence or in any way referred to in any proceeding or any other civil, criminal or administrative action other than (a) such proceedings as may be necessary to consummate or enforce this Agreement or to comply with any law or regulation of any federal, state or other government entity, or (b) any action or proceeding by or against Plaintiff, or any Released Party to support a defense of *res judicata*, collateral estoppel, release, or other theory of claim preclusion or issue preclusion or similar defense; nor shall they be construed by anyone for any purpose whatsoever as an admission or presumption of any wrongdoing.

**31. Non-Disclosure.** The Parties agree that until this document becomes public through the Court-approved settlement process described herein, it shall remain confidential and not disclosed by Class Counsel or by the Parties, except as set forth herein. The Parties further agree that any information, negotiations, data, drafts and/or summaries exchanged between the Parties relating to the negotiation of this Agreement shall remain confidential and shall not be disclosed to the public or to any third party, except as set forth herein. Class Counsel shall not publicize the settlement or otherwise use or disclose the information obtained in connection with this Action for any purpose unrelated to this litigation and settlement. In other words, Class Counsel shall not publicize the settlement through, among other channels or mediums, emails, website, press releases, or press conferences. Notwithstanding the foregoing, the Parties may disclose terms of this Agreement to the extent required by law, government regulation, or judicial or government order, or to its legal and/or financial advisors.

**32. Governing Law.** Pennsylvania law shall govern the interpretation, construction and enforcement of this Agreement.

IN WITNESS WHEREOF, the following have executed this Agreement as of the dates set forth below, intending to be legally bound:

\_\_\_\_\_  
CHANELLE FLORENCE, individually  
and on behalf of all others similarly situated

\_\_\_\_\_  
DATE

INTEGRITY HOME CARE, LLC

By: \_\_\_\_\_  
\_\_\_\_\_

Jason S. Braetky

\_\_\_\_\_  
DATE

11/2/2020

Its: \_\_\_\_\_

**Attachment A**

1. Barney, Laura – \$635.25
2. Carter, Shawn – \$755.00
3. Langston, Jalisa – \$140.25
4. Miller, Sharifa – \$1,500.00
5. Smith, Inez – \$35.00
6. Watkins, Lexus – \$189.75
7. Burress, Shaenna – \$30.00
8. DeAntonio, Carmel – \$472.50
9. Duran, Melanie – \$1,380.00
10. Gardner, Brittany – \$752.50
11. Glasser, Renee – \$100.00
12. Green, Patricia – \$560.00
13. Kerns, Theresa – \$98.75
14. Lute, Barbara – \$40.00
15. Martinez, Christal – \$825.00
16. McGeary, Kimberly – \$815.00
17. McMinn, Tyler – \$1,850.00
18. Patterson, Patti – \$265.00
19. Waltemire, Pauline – \$1,225.00
20. Blair, Dawn – \$6,220.00
21. Moss, James – \$5,570.00
22. Strawder, Jessica – \$4,481.25
23. Washington, Lekia – \$2,450.00
24. Yon, Becki – \$5,250.00
25. Florence, Chanelle – \$7,097.75