

IN THE COURT OF COMMON PLEAS  
OF ALLEGHENY COUNTY PENNSYLVANIA

**NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT**

If you worked for Integrity Home Care LLC as a non-exempt employee and did not receive time-and-a-half overtime compensation for weeks in which you worked in excess of 40 hours, you may be a Settlement Class Member.

**Please read this Notice carefully, as it affects your legal rights.**

(A Court authorized this Notice. This is not a solicitation from a lawyer.)

**SUMMARY**

1. A proposed settlement has been reached with Integrity Home Care LLC (“Integrity”) to resolve claims brought by named Plaintiff Chanelle Florence on behalf of a proposed class of employees of Integrity.
2. If approved by the Court, the Settlement Agreement requires Integrity to pay \$100,000 into a fund for the benefit of the Settlement Class Members – all of whom participate and are bound by the proposed settlement.
3. The Settlement Fund will be distributed to individuals identified after independent review of Integrity’s payroll records who have alleged claims for unpaid overtime and/or liquidated damages. 25 individuals will receive amounts equal to the overtime compensation they are alleged to have earned and which was paid. All 74 class members, including the 25 previously identified, are eligible to receive payment in proportion to their maximum calculated claims for liquidated damages.
4. This Notice explains the proposed settlement, your rights, and your options.
5. Unless you properly exclude yourself and opt out of the proposed settlement, you will be bound by its terms if it is approved by the Court.
6. The Court in charge of this case still has to decide whether to approve the proposed settlement.
7. Your legal rights are affected whether you act or do not act. As a result, please read this Notice carefully.

## YOUR LEGAL RIGHTS AND OPTIONS IN THIS PROPOSED SETTLEMENT

<p><b><u>OPTION 1</u></b> <b>DO NOTHING</b></p>	<p>You do not have to do anything to participate in the proposed settlement. However, if you do not do anything and the Court approves the proposed settlement, you will waive your right to object to any portion of the proposed settlement, you will be bound by the terms of the Settlement Agreement, and you will have released Integrity from any and all claims as defined in the Settlement Agreement. You will receive payment from the Settlement Fund as defined in the Settlement Agreement.</p>
<p><b><u>OPTION 2</u></b> <b>EXCLUDE YOURSELF OR “OPT OUT”</b></p>	<p>If you exclude yourself by opting out of the proposed settlement, you will no longer be a Settlement Class Member, Class Counsel will not be representing you, your claims will not be released, and you will be responsible for pursuing or not pursuing your own individual claims. You will not be eligible to receive any payment from the Settlement Fund, and you will have no standing or ability to object to the proposed settlement. There are statutes of limitations that may bar your individual claims. To exclude yourself and opt out of the proposed settlement, you must strictly follow the procedures outlined below in this Notice or you will remain part of the Settlement Class and bound by the proposed settlement and the relevant orders of Court.</p>
<p><b><u>OPTION 3</u></b> <b>OBJECT TO THE SETTLEMENT</b></p>	<p>If there is something about the proposed settlement that you do not like and think is legally inappropriate, you may remain part of the Settlement Class and object to all or part of the proposed settlement. You may do so on your own or through a lawyer that you hire to assist you. If you object, you may also receive payment from the Settlement Fund as defined in the Settlement Agreement, as you will be part of the Settlement Class. To object to the proposed settlement, you must strictly follow the procedures outlined below and submit your written objection on time or you will waive your right to object. If you do properly and timely object, you will be a part of the Settlement Class and bound by the Settlement Agreement and the relevant orders of Court just like every other Settlement Class Member who does not opt out or exclude themselves.</p>

### QUESTIONS AND ANSWERS

- What is this Notice about?** This class notice, given by Order of the Court, is to inform you of the proposed settlement of a class action lawsuit against Integrity Home Care, LLC (“Integrity”), pending in the Court of Common Pleas of Allegheny County, Pennsylvania. It summarizes your rights as set forth in the Settlement Agreement.
- What is the Lawsuit about?** The Lawsuit (*Florence v. Integrity Home Care, LLC*, Case No. GD-19-14997) was filed in 2019, and concerns the alleged unpaid overtime to certain non-exempt employees of Integrity.
- Why is the Class Action being settled?** The Court did not yet decide in favor of any party. Instead, all sides agreed to settle the claims asserted in the lawsuit to avoid the cost and risk of trial. The proposed settlement does not mean that any law was broken or that Integrity did anything unlawful. Integrity denies all legal claims in this case. The named Plaintiff and the Class Counsel believe that the proposed settlement is in the best interest of all Settlement Class Members.
- How do I know if I’m part of the proposed settlement?** The Court has decided that the Settlement Class will include all employees who worked for Integrity as a non-exempt employee and did not receive time-and-a-half overtime compensation for weeks in which they worked in excess of 40 hours.
- What are the proposed settlement terms?** If the Settlement Agreement is approved by the Court, Integrity will pay the total amount of \$100,000.00. After the deduction of court-approved payments (a) to Class Counsel for attorney’s fees and costs and expenses incurred in the case (\$33,333) and (b) to the named Plaintiff for bringing the lawsuit on behalf of the Settlement Class (\$2,500) and (c)

to Class Counsel for costs to administer the settlement (\$5,000), all remaining funds will be distributed to Class Members. Integrity will issue 25 payroll checks totaling \$42,738 less applicable withholdings, payable to identified individuals who allegedly did not receive overtime payment for overtime hours worked. The remaining \$16,429 shall be divided among all 74 Class Members in proportion to their maximum calculated claims for liquidated damages.

6. **Who are the Lawyers for the Settlement Class and how will they be paid?** The Court has appointed the following law firm to represent you and the other Settlement Class Members: Manes & Narahari LLC, 429 Fourth Ave, Suite 300, Pittsburgh, PA 15219. Class Counsel has prosecuted this case on a contingency basis. At the Settlement Fairness Hearing, Class Counsel will be seeking the approval of the Settlement Agreement and requesting the Court for an award of attorney's fees, costs, and expenses, of \$33,333 from the Settlement Fund. You will not be responsible for directly paying any legal fee to Class Counsel.
7. **Can I get paid, and if so, how much?** Each Settlement Class Member will receive a portion of the Settlement Fund, based on overtime hours worked and maximum liquidated damages that could be calculated. Class Members who regularly worked overtime will receive a greater portion than Class Members who worked a small amount of overtime.
8. **What am I giving up to stay in the Class?** If the proposed settlement is approved by the Court, each Settlement Class Member will release certain claims that he or she may have against Integrity, as set more fully in the Settlement Agreement. This means that you will no longer be able to sue Integrity or any related people or entities regarding any claims described in the Settlement Agreement. It also means that all of the Court's orders will apply to you and legally bind you.
9. **How do I request to be excluded from this proposed settlement?** If you are a Settlement Class Member and if the Settlement Agreement is approved by the Court, then you will be bound by the terms of the Settlement agreement unless you submit a request to be excluded. To exclude yourself from the proposed settlement, you must mail a written request for exclusion to Class Counsel at the address listed above in Question 6. The request must be postmarked no later than 45 days from the date of this Notice, it must be in writing, it must state your current address, it must be signed, and it must contain the following statement: "I hereby request that I be excluded from the proposed settlement class in the case of *Chanelle Florence v. Integrity Home Care LLC*."
10. **How do I tell the Court that I object to the proposed settlement?** If you are a potential Settlement Class Member and you do not properly request to be excluded, you can tell the Court you object to the proposed settlement or any particular part of it. To do so, you must file with the Court and mail to Class Counsel (at the address listed above) your written objection along with any supporting documentation, and it must be filed and received no later than March 22, 2021. Objections that do not meet these requirements will be deemed invalid and the Court will not consider them. Class Counsel and Integrity Home Care LLC reserve the right to challenge the validity and grounds of any objection. If you do not submit a written objection in accordance with the deadline and procedure set forth above, you will waive your rights to be heard at the Settlement Fairness Hearing and to appeal from any order or judgment of the Court concerning the matter.
11. **When and where will the Court decide whether to approve the proposed Settlement?** The Court will hold a Settlement Fairness Hearing on March 22, 2021, at 1:00pm. The location of the hearing and instructions for how to attend will be posted on Class Counsel's website. At this hearing, the Court will consider whether or not the proposed settlement is a fair, reasonable, and adequate resolution of the lawsuit. If there are timely and properly submitted objections, the Court will consider them and any response the parties may have. At or after the hearing, the Court will decide whether to the Settlement Agreement and proposed settlement. The Court will also decide how much to award Class Counsel and Named Plaintiff. You do not have to attend the Settlement Fairness Hearing. Class Counsel will answer questions the Court may have. But you are welcome to attend at your own expense provided you have not excluded yourself from the proposed settlement. If you timely and properly send an objection, you may attend the Settlement Fairness Hearing and talk about your objection, or you may have your own lawyer do so. However, you do not have to attend if you have sent an objection. As long as you timely and properly sent your written objection, the Court will consider it whether or not you attend.
12. **What happens if I do nothing at all?** If you do nothing at all, and you are a Settlement Class Member, you will be bound by the proposed settlement if the Court approves it. You will release your claims and receive the monetary benefit you are entitled to.
13. **What happens if the Court does not approve the proposed settlement?** If the court does not approve the Settlement Agreement and the proposed settlement, or if the Court's approval is reversed on appeal or the Settlement Agreement is terminated, then the settlement will become null and void, and the case will proceed as though the Settlement Agreement was never entered into.
14. **Where are more details available?** The Notice is a summary and does not describe all details of the case or the Settlement Agreement. More details including the full Amended Complaint and Settlement Agreement are available at [www.manesnarahari.com/integrity-class-action](http://www.manesnarahari.com/integrity-class-action)

**PLEASE DO NOT CONTACT THE COURT WITH QUESTIONS ABOUT THIS NOTICE**