

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
YVONNE DOWNIE,

Plaintiff,

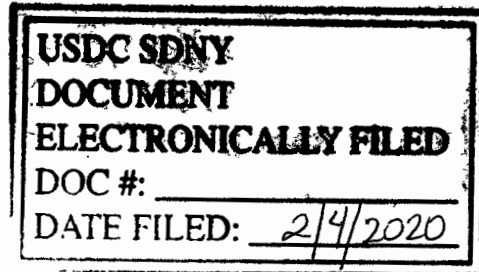
-against-

CARELINK, INC. and ENA BAILEY,
And JOHN DOES #1-10,

Defendants.
-----X

ECF (CF)
1:16-cv-05868 (JPO)(DCF)

7



17

[PROPOSED] ORDER AND FINAL JUDGMENT: (1) CONFIRMING CERTIFICATION OF CLASS AND COLLECTIVE; (2) GRANTING FINAL APPROVAL OF CLASS AND COLLECTIVE ACTION SETTLEMENT; AND (3) ENTERING FINAL JUDGMENT DISMISSING THE ACTION WITH PREJUDICE

This matter came on for hearing upon the Court’s Order of October 17, 2019 following preliminary approval of the Settlement in this action (“Preliminary Approval Order”). Due and adequate notice having been given to the Class (as defined below), and the Court having considered all papers filed and proceedings had herein and all oral and written comments received regarding the proposed Settlement, and having reviewed the record in the above captioned matter, and good cause appearing,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

- a. Except as otherwise specified herein, the Court adopts all defined terms set forth in the parties’ Settlement Agreement, entered into as of August 29, 2019 (the “Agreement”).
- b. The Court has jurisdiction over the subject matter of the above-captioned matter, the Named Plaintiff, Defendants CARELINK SERVICES, INC. and ENA BAILEY (collectively, “Defendants”) and all Class Members, which consists of the persons listed on Exhibit A hereto.
- c. The Court finds that the distribution by first-class mail of the Notice of Settlement constituted the best notice practicable and fully met the requirements of due process

under the United States Constitution, applicable state law, Federal Rule of Civil Procedure 23, the Fair Labor Standards Act, and the New York Labor Law. Based on evidence and other material submitted in conjunction with the Fairness Hearing, the actual notice to Class was adequate. These papers informed Class Members of the terms of the Settlement, their right to object to the Settlement, or to elect not to participate in the Settlement and pursue their own remedies, and their right to appear at the Fairness Hearing and be heard regarding approval of the Settlement. Adequate periods of time were provided by each of these procedures. No Class Member objected to the Settlement and No Class Member have requested exclusion.. The notices sent to the following Class Members were returned and after reasonable efforts, Class Counsel could not locate an updated address for them:

- 1 Antoinette Bennett
- 2 Gul Siddiqui
- 3 Merline Washington
- 4 Paulette Guerrier
- 5 Tamika Bancroft
- 6 Marlene Tilliman
- 7 Julise Jean Baptist
- 8 Annemarie Evans
- 9 Yolene Lascaze
- 10 Annette Carter
- 11 Adeline Casimir
- 12 Monique By
- 13 Marie Parinis
- 14 Paulette Sobers
- 15 Hacheley Sylvestre
- 16 Pricella Bell
- 17 Kelita Armstrong Keitt
- 18 Lisa Ann Norfleet
- 19 Dele Tijani
- 20 Ketly Volcy
- 21 Marie Saintelien

- d. Thus, the above referenced 21 persons (“21 persons”) did not receive notice and thus are removed from the Class and are not subject to the Settlement Agreement and the releases therein, and accordingly the original settlement equal to \$106,324.47 is reduced by \$3,234.64 (the sum of the 21 persons’ claims) to \$103,089.83.

- e.
- f. The Court confirms that it has previously certified the Class and the Collective. The Collective is comprised of all home health aides employed by Defendants at any time from January 1, 2015 to October 14, 2015 and whose payroll records reflected that they worked at least 40 hours in a workweek during that period. The Class is comprised of all home health aides employed by Defendants at any time from January 1, 2015 to the October 17, 2019 and whose payroll records reflected that they worked at least 40 hours in a workweek during that period. The previously certified Class and Collective have been modified in accordance with the Settlement Agreement and now consist of the persons listed on Exhibit A.
- g. The Court approves the Settlement, and each of the releases and other terms set forth in the Agreement (as modified by the Stipulation of the parties dated January 29, 2020), as fair, just, reasonable, and adequate as to the Class Members, the Named Plaintiff, and Defendants (collectively "Settling Parties") under all applicable law, including but not limited to, Federal Rule of Civil Procedure 23 the Fair Labor Standards Act, and the New York Labor Law. The Parties and the Class Counsel are directed to perform in accordance with the terms set forth in the Agreement.
- h. The Court approves the Settlement Amount payable to the Class equal to \$43,731.68 (calculated as \$46,966.32 minus \$3,234.64 equal to the claims of the 21 persons who were excluded from the Settlement Class as a result of a failure to receive notice).
- i. The Court finds that the plan of allocation set forth in the Agreement is fair and reasonable and that distribution of the Net Settlement Fund Settlement to Class Members shall be done in accordance with the terms outlined in the Agreement.
- j. The Court hereby confirms its prior appointment of YVONNE DOWNIE, as Class Representative for the Class and Collective for purposes of settlement.
- k. The Court hereby confirms its prior appointment of William Coudert Rand, Law Office of William Coudert Rand as Class Counsel for the Class.

- l. CARELINK has agreed to pay to Class Counsel his reasonable attorneys' fees and expenses in the total amount of \$51,858.15, and a Named Plaintiff Settlement Amount to the Named Plaintiff in the amount of \$7,500.00 for her individual claims separate from the class claims. These payments were negotiated separately and after the Class member claim amounts were negotiated and do not diminish the amount being paid to the Class. Accordingly, the Court hereby awards to Class Counsel \$46,059 for attorneys' fees and \$5,799.15 for costs and expenses. The Named Plaintiff Settlement Amount in the amount of \$7,500 to the Class Representative is also approved. Defendants are directed to make all of the foregoing payments to Class Counsel and the Named Plaintiff and the Class Members in accordance with the terms of the Agreement. Defendants shall not be required to make any additional payments in connection with the Settlement.
- m. By operation of entry of this Order and Final Judgment, all Released Claims are fully, finally, and forever released, relinquished, and discharged pursuant to the terms of the Agreement as to all Class Members, except those who have timely and validly opted-out or who are excluded from the Class pursuant to paragraph (c) above. Each Class Member listed on Exhibit A is bound by this Judgment and Order, including, without limitation, the release of claims as set forth in the Settlement Agreement.
- n. The Defendants entered into this Agreement solely for the purpose of compromising and settling disputed claims. Defendants in no way admit any liability, and all liability is expressly denied.
- o. This action is hereby dismissed on the merits with prejudice. The action is closed. The Court retains exclusive jurisdiction, to the extent necessary, to resolve any disputes under the Agreement or to effectuate the terms of the Agreement.
- p. This document shall constitute a final judgment for purposes of Rule 58 of the Federal Rules of Civil Procedure.

IT IS SO ORDERED.

Dated: February 4, 2020



The Honorable

DEBRA FREEMAN
UNITED STATES MAGISTRATE JUDGE
SOUTHERN DISTRICT OF NEW YORK

EXHIBIT A TO ORDER

List of Class Members

Class Members

Name

- 1 Abrams, Martha**
- 2 Abraham, Judite**
- 3 Agenor, Katia**
- 4 Allen, Onike**
- 5 Anderson, Cydil**
- 6 Andre, Marie**
- 7 Angell, Joy**
- 8 Auguste Guerrier, Nedege**
- 9 Agustin, Roselene**
- 10 Bacchus, Bibi**
- 11 Bankole-Jones, Jean**
- 12 "Barker, Olive
I"**
- 13 Bernadin, Marie**
- 14 Bernard, Kathleen**
- 15 Bottex, Nicole**
- 16 Brown, Georgett**
- 17 Brown, lorna**
- 18 Brown, Margaret**
- 19 Brown, Trudy-Ann**

- 20 Browne, Amanda**
- 21 Bryan, Gwendolyn**
- 22 Bullock, Hilda**
- 23 Budhram, Omauti**
- 24 Bully Carmel**
- 25 Caesar, Andrea**
- 26 Cameron, Karlene**
- 27 Canterbury, Lakeitha**
- 28 Carter, Janette**
- 29 Carter, Vanessa**
- 30 Casimir, Marie**
- 31 Celestin, Roseline**
- 32 Charles, Janelle**
- 33 Charles, Marie Lourdes**
- 34 Chedda, Suretta**
- 35 Chery, Marie**
- 36 Clarke, Junior**
- 37 Colquhoun-Rayson, Winsome**
- 38 Coquillon, Anne**
- 39 Cossogu, Derly**
- 40 Crews, Pauline**
- 41 Crump, Andrea**
- 42 Davis, Marlene**
- 43 Dawkins, Beryl**
- 44 Desiste, Clemence**
- 45 Denis, Magdalie**
- 46 Dieujuste Laguerre, Musette**
- 47 Dinnald, Sashaya**

- 48 Dixon, Marie**
- 49 Dorleans, Nadine**
- 50 Downie, Yvonne**
- 51 Dubuisson, Elda**
- 52 Duverneau, Marie**
- 53 Edme-Misere, Natasha**
- 54 Edwards-Askew, Maxine**
- 55 Emanuel, Carmen**
- 56 Escoto, Erlinda**
- 57 Fasola, Rachael**
- 58 Felix, Ketelie**
- 59 Fermin, Maureen**
- 60 Fils, Marie**
- 61 Florez, Ninfa**
- 62 Ford, Hortense**
- 63 Fortune, Roxanne**
- 64 Francoise, Guelce**
- 65 Garcia-Banks, Patrice**
- 66 Garcia, Emelyn**
- 67 Garcia, Jerry**
- 68 Gayle, Shirley**
- 69 Gebor, Veroline**
- 70 Gilmore, Donnie**
- 71 Green, Camille**
- 72 Griffith, Enid**
- 73 Grigolia, Sopio**
- 74 Gulotta, Gohar**
- 75 Guy, Annette**

- 76 Hassan, Noha**
- 77 Haywood, Keron**
- 78 Henry, Eugenie**
- 79 Henry, Opaline**
- 80 Heron-Henry, Primrose**
- 81 Herbert, Ann**
- 82 Hibbert, Barbara**
- 83 Hinton, Delores**
- 84 Jackson, Alicia**
- 85 Jadotte, Merlene**
- 86 Jean Baprist, Geraldine**
- 87 Jean Baptiste, Jordeline**
- 88 Jean Baptist, Marie**
- 89 Jean Baptist, Ritzarre**
- 90 Jean, Izette**
- 91 Jean Jacques, Celie**
- 92 Jeanty, Barbara**
- 93 Jervis, Brenda**
- 94 Johnson, Emily**
- 95 Joseph, Evelyn**
- 96 Jovin, Marlene**
- 97 Kellman, Basmat**
- 98 Kellyman, Lillieth**
- 99 King, Gloria**
- 100 Kowlessar, Indarwati**
- 101 Loralus, Rose**
- 102 Layne, Lisa**
- 103 Lee, Velma**

104 Lerine, Marie
105 Littrea n, Barbara
106 Lucas, Marvin
107 Lyew, Herma
108 Malcolm, Joan
109 Matthews, Jenelle
110 McFarlane, Hortensa
111 Mcintosh, Veronica
112 McKenzie, Iris
113 Mclean, Roxanne
114 Mclean, Shanakay
115 Mcleggan, Angela
116 Medwinter, Leckertia
117 Millien, Francoise
118 Mitchell, Jean
119 Mohabir, Sunmatie
120 Moliere, Stephanie
121 Mondesir, Mitro
122 Morgan, Jackie
123 Morgan, Sonia
124 Morris, Junitth
125 Myrtil, Marie
126 Na,anmiap, Susan
127 Narcisse, Marie
128 Narine, Maureen
129 Nelson, Vivette
130 Oliver, Sandra
131 Oseni, Titilope

132 Palmer, Hirfa
133 Paschall, Marilyn
134 Patterson Williams, Pauline
135 Paul, Lunie
136 Payan, Guerda
137 Persaud, Beverley
138 Philips, Bonesta
139 Pierre-Louis, Nadege
140 Pierre Louis, Rolande
141 Pierre, Charlie
142 Pierre, Exlandre
143 Ramparshad, Seematty
144 Rawlins, Lucille
145 Registre, Guylaine
146 Reid, Wanda
147 Richards, Blossom
148 Rowe, Brendalyn
149 Saint Fleur, Alta
150 Saint Hilaire, Marie
151 Sama roo, Anjani
152 Schultz, Arlene
153 Shalto, Joanne
154 Simpkins, Kimberly
155 Simplicie, Fequiere
156 Sinclair-Durand, Debbie
157 Skinner, Sanisha
158 Smith, Demmi
159 Smith, Tiffany

160 Stephenson, Joyce
161 Sylvestre, Hachebine
162 Tatum, Perla
163 Theophile, Marie
164 Thomas, Juliette
165 Turner, Valerie
166 Tyme, Valrie
167 Vassell, Sashanna
168 Vernet, Paulee
169 Vilsaint, Margarete
170 Vincent, Winsome
171 Voyard, Michelle
172 Warren, Paul
173 Welch, Joyann
174 Wellington, Tommeicka
175 White, Angella
176 Williams, Anika
177 Williams, Carlene
178 Williams, Shonnette
179 Williams, Brittinie
180 Williams, Tamile
181 Wilson, Twana