

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

SARINA BROWN, APRIL WALKER, : CIVIL ACTION  
and MICHELLE AARON, individually and :  
on behalf of others similarly situated, :  
 :  
 :  
v. :  
 :  
 :  
PROGRESSIONS BEHAVIORAL HEALTH :  
SERVICES, INC. : NO. 16-6054

**ORDER**

AND NOW, this 13th day of July 2017, upon consideration of Plaintiffs’ unopposed motion for an order certifying the settlement class, granting a service award, and approving the settlement agreement (Doc. 13), and Plaintiffs’ unopposed motion for an order awarding attorneys’ fees and reimbursement of expenses (Doc. 14), and upon independent review of the Joint Stipulation of Settlement and Release (“Agreement”), IT IS HEREBY ORDERED that the motions are GRANTED,<sup>1</sup> as follows:

1. This Court has jurisdiction over the subject matter of this action and over all parties to this action pursuant to 28 U.S.C. § 1331, 29 U.S.C. § 216(b), and 28 U.S.C. § 1367(a), including all members of the Settlement Class, preliminarily certified for settlement purposes only, by Order dated May 8, 2017 (Doc. 12), and as defined as:

All persons presently or formerly employed by Defendant in the positions of Lead Clinician, Behavioral Specialist

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<sup>1</sup>This matter comes before the Court on the motion of Plaintiffs Sarina Brown, April Walker, and Michelle Aaron (“Class Representatives”), by and through their legal counsel, the Murphy Law Group, LLC (“Class Counsel”). Members of the stipulated class shall be referred to as “Class Members.”

Consultant, and/or Mobile Therapist who worked at least thirty (30) billable hours in four (4) or more workweeks from November 17, 2013, until May 8, 2017.

2. The Court finds that the Settlement Class, as defined above, satisfies the requirements of Federal Rule of Civil Procedure 23(a), and is maintainable under Rule 23(b)(3), and that the Settlement Class satisfies the requirements to be maintainable as a collective action under 29 U.S.C. section 216(b). The Court certifies the Settlement Class only for purposes of this settlement.

3. The Notice given to the members of the Settlement Class adequately informed the Class Members of the terms of the Agreement, their right to opt out of the monetary provisions and pursue their own remedies, and their opportunity to file written objections and appear and be heard at the Settlement Hearing regarding the approval of the Agreement. The Court finds that the Class Notice provided satisfied the requirements of Federal Rule of Civil Procedure 23(e)(1)(B).

4. The Court hereby approves the Agreement in the amount of \$865,000.00 and finds that the settlement is fair, reasonable, and adequate to all members of the Settlement Class. The Court finds that extensive investigation, research, and litigation has been conducted such that counsel for both parties were able to evaluate their respective risks of further litigation, including the risk of not achieving class certification, additional costs, and delays associated with further prosecution of this action. The Court further finds that the Agreement has been reached as a result of intensive, arms-length negotiations, including mediation with the Court.

5. Class Counsel should be awarded the amount of \$289,164.00 for fair and reasonable attorneys' fees and litigation expenses incurred in the prosecution of this litigation, such award to be paid from the Settlement Amount in full compromise and satisfaction of all attorneys' fees and expenses incurred by Class Council as specified in the Agreement.<sup>2</sup> The Claims Administrator, RG/2 Claims Administration LLC, shall be awarded an amount to exceed \$6,500.00 for fair and reasonable fees and expenses incurred in the administration of the settlement. With the exception of the award to the Claims Administrator, fifty percent (50%) of which shall be paid by Defendants in addition to and above the Settlement Amount, such awards are to be paid from the Settlement Amount as specified in the Agreement.

6. Enhancement Payments, which are to be paid from the Settlement Amount as specified in the Agreement, are approved for the following Class Representatives who performed substantial services for the benefit of the Settlement Class, in the following amounts:

<u>Name:</u>	<u>Amount:</u>
Sarina Brown	\$10,000.00
April Walker	\$10,000.00
Michelle Aaron	\$10,000.00

7. The Court finds and determines that the payments to the members of the Settlement Class, as provided in the Agreement and to be determined and paid by the Claims Administrator, are fair, reasonable, and adequate and gives final approval to and

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<sup>2</sup>Class Counsel's award consists of \$285,450.00 in attorneys' fees and \$3,714.00 in litigation expenses and costs. See Doc. 14 ¶¶ 1-2.

orders that those payments be made to the members of the Settlement Class who have not requested exclusion from the Settlement in accordance with the Agreement.

8. The Court hereby dismisses with prejudice all claims and actions in this matter and the claims of all Settlement Class members based on or arising out of any acts, facts, transactions, occurrences, representations, or omissions which are alleged, or which could have been alleged, in the Class and Collective Action Complaint in this matter, on the merits and without costs to any of the parties as against any other settling party, except as provided in the Agreement.

9. All persons who are members of the Settlement Class are hereby barred and permanently enjoined from prosecuting, commencing, or continuing any claims, causes of action, damages and liabilities of any kind, nature, and character whatsoever in law, equity, or otherwise, known or unknown, suspected or unsuspected, that now exist, may exist, or heretofore existed, against Defendant or its related entities arising out of, related to, connected with, or based in whole or in part on any facts, transactions, occurrences, representations, or omissions during the period from November 17, 2013, until May 8, 2017 (“Covered Period”) which are alleged, or which could have been alleged, in the Class and Collective Action Complaint in this matter. All members of the Settlement Class, including all members who did not submit an Exclusion/Opt-Out form, are permanently enjoined from participating in any other collective or class action lawsuit against Defendant or its related entities, concerning the claims, causes of action, damages and liabilities of any kind, nature, and character whatsoever in law, equity, or otherwise, known or unknown, suspected or unsuspected, that now exist, may exist or heretofore

existed, against Defendant or its related entities arising out of, related to, connected with, or based in whole or in part to any facts, transactions, occurrences, representations, or omissions during the Covered Period which are alleged, or which could have been alleged, in the Class and Collective Action Complaint in this matter.

10. The Court retains jurisdiction over this action and the parties to administer, supervise, interpret, and enforce the Agreement and this Order.

BY THE COURT:

/s/ELIZABETH T. HEY

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ELIZABETH T. HEY, U.S.M.J.