

IN THE COURT OF COMMON PLEAS OF WASHINGTON COUNTY, PENNSYLVANIA

TAMMY COOK, *on behalf of herself
and others similarly situated,*

Plaintiff,

v.

SUNNY DAYS IN HOME CARE LLC

Defendant.

:
: CIVIL DIVISION
:
: No. 2015-7144
:
: JUDGE MICHAEL J. LUCAS
:
: CLASS ACTION
:
:
:

FILED
OCT 11 2018
J.S. RANKO
PROTHONOTARY

ORDER

AND NOW, this 11th day of October, 2018, upon consideration of

Plaintiff's "Unopposed Motion for Final Approval of the Class Action Settlement" ("Motion"), the accompanying Class Action Settlement Agreement ("Settlement Agreement"), the accompanying affidavit of Mark J. Gottesfeld, the representations of counsel during the October 11, 2018 fairness hearing, and all other papers and proceedings herein, it is hereby **ORDERED** as follows:

WHEREAS, Plaintiff Tammy Cook ("Cook") has pursued a class action lawsuit alleging that Defendant Sunny Days In Home Care LLC ("Sunny Days") only paid her and other home health workers straight-time compensation for hours worked over 40 per week in violation of the Pennsylvania Minimum Wage Act ("PMWA"), 43 P.S. §§ 333.101, et seq.; and

WHEREAS, Sunny Days has consistently denied and continues to deny Cook's legal claims; and

WHEREAS, notwithstanding the ongoing dispute regarding the validity of Cook's legal claims, Cook and Sunny Days, desiring to resolve this action, have executed and submitted to this Court the Settlement Agreement; and

WHEREAS, the Settlement Agreement and these proceedings do not constitute and shall not be construed as evidence of an admission or suggestion of any fault, wrongdoing or liability by Sunny Days or any related entities or officers; and

WHEREAS, Sunny Days, in exchange for the consideration described in the Settlement Agreement, has agreed to make a \$237,374.04 payment, which shall fund all aspects of the settlement of this action, including, *inter alia*, all payments to Cook, the Class Members, and Class Counsel; and

WHEREAS, on July 17, 2018, this Court presided over a preliminary approval hearing and, at the hearing's conclusion, entered an order: (a) preliminarily approving the settlement; and (b) approving the class notice plan described in the Settlement Agreement; and;

WHEREAS, notice of the settlement was provided to the 262 Class Members in accordance with Pennsylvania Rule of Civil Procedure 1714(c) and the requirements of due process, whereby Class Members have been afforded the opportunity to exclude themselves from or object to the settlement; and

WHEREAS, no Class Members have requested exclusion from the settlement; and

WHEREAS, no Class Members have objected to the settlement; and

WHEREAS, on October 11, 2018, the Court presided over a final fairness hearing during which the opportunity to be heard was given to all persons requesting to be heard regarding the settlement; and

WHEREAS, the Court has reviewed and considered the terms of the Settlement Agreement and all written submissions of the parties and has considered the representations of counsel during the October 11, 2018 fairness hearing:

NOW, THEREFORE, IT IS HEREBY ORDERED AND DECREED THAT:

1. The Motion is **GRANTED**.

2. The Court **APPROVES** the creation of the \$237,374.04 settlement fund and finds that settlement in this amount is fair, reasonable, and adequate based on consideration of the seven factors described by the Pennsylvania Supreme Court in Dauphin Deposit Bank and Trust Co. v. Hess, 727 A.2d 1076 (Pa. 1999). In particular, each of the following Dauphin factors weigh in favor of approving the settlement: (a) the risks of establishing liability and damages; (b) the range of reasonableness of the settlement in light of the best possible recovery; (c) the range of reasonableness of the settlement in light of all the attendant circumstances; (d) the complexity, expense, and likely duration of the litigation; (e) the state of proceedings and the amount of discovery completed; (f) the recommendations of competent counsel; and (g) the reaction of the class to the settlement.

3. The Court **APPROVES**, pursuant to Civil Rule 1716, the payment from the settlement fund of \$78,333 to Class Counsel in full satisfaction of all claims by Cook, the Class Members, or Class Counsel for attorney's fees and/or litigation costs in any way related to this action. In particular, the Court finds that Class Counsel's requested fee – which, after reductions for expenses, amounts to approximately 32% of the Settlement Fund – is justified based on: (a) the time and effort reasonably expended by class counsel; (b) the quality of the services rendered; (c) the results achieved and benefits conferred upon the class; (d) the magnitude, complexity and uniqueness of the litigation; and (e) whether the fee was contingent on success. See Pa. R. Civ. P. 1716.

4. The Court **APPROVES** the payment from the settlement fund of a \$5,000.00 service award to Cook. See Ford v. Lehigh Valley Restaurant Group, Inc., 2016 U.S. Dist.

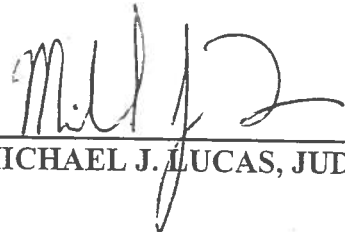
LEXIS 31732, *2-3 (M.D. Pa. Mar. 10, 2016) (approving \$10,000 service awards); Creed v. Benco Dental Supply Co., 2013 U.S. Dist. LEXIS 132911, *19-20 (M.D. Pa. Sept. 17, 2013) (approving \$15,000 service award).

5. Pursuant to Paragraph 4 of the Settlement Agreement, all Class Members have released Sunny Days and all other Released Parties (as defined in the Settlement Agreement) from all Released Claims (as defined in the Settlement Agreement).

6. The parties are ordered to carry out the settlement and perform in accordance with the terms of the Settlement Agreement.

7. This action is **DISMISSED WITH PREJUDICE**, although the Court will retain jurisdiction over the interpretation, enforcement, and implementation of the Settlement Agreement and this Order.

BY THE COURT:



MICHAEL J. LUCAS, JUDGE