UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION AT CINCINNATI

ARIANE ROSE VILLARIN, on behalf of herself and all others similarly situated,

Plaintiff,

v.

HEALTH CARE FACILITY MANAGEMENT, LLC, d/b/a COMMUNICARE FAMILY OF COMPANIES, and WORLDWIDE HEALTHSTAFF SOLUTIONS, LLC,

Defendants.

Case No. 1:23-cv-00097-MRB

MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFF'S UNOPPOSED MOTION FOR FINAL APPROVAL

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SUMMARY OF ARGUMENT

Plaintiff Ariane Rose Villarin now moves for final approval of the settlement in this case on behalf of herself and approximately 218 other immigrant nurses. Plaintiff's lawsuit alleges that Defendant Health Care Facility Management, LLC d/b/a CommuniCare Family of Companies ("CommuniCare") and Defendant WorldWide HealthStaff Solutions, LLC ("WorldWide") (collectively "Defendants"") violated state and federal law by, among other things, imposing onerous conditions restricting nurses' ability to leave their employment. Plaintiff asks that the Court: (1) finally certify the Settlement Class under Rule 23(b)(3); (2) finally certify the Settlement Collective under the FLSA; (3) approve the Rule 23 portion of this Settlement; (4) approve the FLSA portion of this Settlement; and (5) approve service award to the Plaintiff. By separate motion filed concurrently with this motion, Plaintiff also asks the Court to approve Class Counsel's attorneys' fees and expenses, including the settlement administration costs.

The RELEVANT BACKGROUND section of this brief summarizes the background of the case and the terms of the proposed settlement agreement. In short, in exchange for the release of the Settlement Class and Collective Members' claims, Defendants will pay $1,000,000, with CommuniCare contributing $700,000 and WorldWide contributing $300,000, into a common fund from which all awards and allocated amounts will be distributed. In addition to monetary relief, a significant part of the parties' settlement here is Defendants' agreement to fully and completely forgive all debt or claims Defendants have asserted or could assert in the future related to any alleged breach of Settlement Class Members' agreements with Defendants. This relief applies to both former and current employee Settlement Class Members.

The ARGUMENT section of this brief sets forth Plaintiff's arguments in support of her motion.

Part I of that section explains why the proposed Class meets all the requirements for certification of a settlement class under Rule 23 and why this Court should confirm certification of the Settlement Class.

Part II details why the settlement is fair, reasonable, and adequate under Rule 23 and the UAW factors. *See Int'l Union, United Auto., Aerospace, and Agric. Implement Workers of Am. v. General Motors Corp.* ("UAW"), 497 F.3d 615 (6th Cir. 2007). This Part also explains why the terms of the proposed service award and attorneys' fees are fair and reasonable.

Part III briefly sets forth why the Court should grant final approval of the FLSA portion of the settlement and explains that while the Court need not approve the settlement under the FLSA, in light of recent caselaw in this Circuit and District, it can nevertheless do so because it is a settlement of a *bona fide* dispute.

For all the reasons set forth below, the Court should grant Plaintiff's motion and enter the parties' proposed Order finally approving the Settlement.

INTRODUCTION

On February 20, 2026, the Court granted preliminary approval of the class and collective settlement reached in this action and preliminarily certified a Settlement Class and Settlement Collective, appointing Plaintiff Ariane Rose Villarin ("Plaintiff") as Class Representative. ECF No. 89 ("P.A. Order"). In relevant part, the Court found that the settlement was "within the range of reasonableness," *id* ¶ 5, and that the case met the requirements for certification under Fed. R. Civ. P. 23(b). *Id.* ¶ 2.

In accordance with the Court's Order, notice was sent by the appointed Settlement Administrator Atticus Administration by various methods. Of the 219 potential Settlement Class members, only one Settlement Class Member has opted out, and no objections have been filed.

Declaration of Hugh Baran ("Baran Decl.") ¶ 8, Declaration of Atticus Administration ("Atticus Decl.") ¶ 14. In addition, one hundred fifty-eight (158) individuals have opted into the FLSA Settlement Collective. Baran Decl. ¶ 8; Atticus Decl. ¶ 13.

Given the Court's preliminary determination as to the fairness of the class settlement, the Court's preliminary class certification, the absence of objections, and the response of the class as evidenced by the lack of objections, the singular opt-out, and the 158 FLSA Settlement Collective Members, the Court should certify the Settlement Class and finally approve the Settlement. Class Representative Ariane Villarin therefore respectfully urges the Court to grant this unopposed motion for final approval of the settlement and service awards, and final certification of the Class and Collective in its entirety.

RELEVANT BACKGROUND

Given the Court's familiarity with the procedural and factual history of this matter, and its familiarity with the settlement, Plaintiff refers the Court to the background set forth in Plaintiffs' motion for preliminary approval, ECF No. 88-1 at 3-10, and only briefly restates the most recent procedural history here.

In its February 20, 2026 Order Granting Preliminary Settlement Approval, , the Court ordered preliminary certification of a Settlement Class and Collective defined as follows:

- **Settlement Class:** All foreign-trained registered nurses sponsored by CommuniCare through the immigration process from February 17, 2013 through October 13, 2025.

- **Settlement Collective:** All foreign-trained registered nurses sponsored by CommuniCare through the immigration process from February 17, 2013 through October 13, 2025, and who opt into this action to pursue claims under the Fair Labor Standards Act.

P.A. Order at 1-2. The Court also found that, for purposes of settlement "[t]he requirements of Fed. R. Civ. P. 23(b)(2) are met because the relief agreed to is appropriate respecting the class as a

whole." *Id.* at 2–3.

On March 6, 2026, the approved notices were sent to the Putative Settlement Class Members by mail and email. Baran Decl. ¶¶ 4-5; Atticus Decl. ¶¶ 6-8.

Pursuant to the Court's Order, the deadline for Putative Settlement Class Members to opt out or object was ninety days later, i.e., June 4, 2026. *Id.* & P.A. Order at 3-4, ¶ 8. As of June 18, 2026, the date of filing this motion, only one opt-out has been received, and no objections have been received. Baran Decl. ¶ 6. In addition, as of that date 158 individuals have opted in to the Settlement Collective. Baran Decl. ¶ 8; Atticus Decl. ¶ 13.

Concurrent with this motion, Class Counsel are also filing a fee petition seeking approval of their attorneys' fees and costs, and for approval of settlement administration expenses. Class Counsel are seeking from the Settlement Fund attorneys' fees and costs not to exceed $338,000, the amount provided for in the Settlement Agreement. Agmt. ¶ 3.5. Plaintiffs are also seeking approval of settlement administration expenses expected to be approximately $12,000. *Id.* at 3.9.

The Court has scheduled a final approval hearing for July 8, 2026. P.A. Order at 4, ¶ 11.

KEY SETTLEMENT TERMS

The parties' Settlement Agreement is summarized at length in Plaintiffs' Memorandum of Law in support of their motion for preliminary approval, ECF No. 88-1. For the purpose of the instant motion, Plaintiffs highlight the following provisions:

Non-Monetary Relief

The Settlement in this case will result in meaningful changes to the Companies' business practices that were at issue in this case. The non-monetary relief includes the following:

- **Forgiveness of Putative Debt for Current and Former Employees.** For both former and current employee Settlement Class Members, Defendants agree to fully and completely forgive all debt or claims they have asserted or could assert in the future related to any alleged breach of Settlement Class Members' agreements with Defendants. Agmt. ¶ 3.1(a).

- **Non-Enforcement of Provision. For both former and current employee Settlement Class Members,** Defendants agree that they shall not in any way seek to enforce of any "repayment" provisions in their contracts with Settlement Class Members and that they shall not in any other manner seek to recover or collect any amount of money damages or penalties from Settlement Class Members due to their past or future decision to leave their employment with Defendants prior to the end of the contractual term in their contracts with Defendants. Agmt. ¶ 3.1(b).

Monetary Relief

The Settlement also provides meaningful monetary relief. The Gross Settlement Amount negotiated by the parties is $1,000,000, with CommuniCare contributing $700,000 and WorldWide contributing $300,000 (the "Gross Settlement Amount"). *Id.* ¶ 3.2. All settlement administration expenses, service awards for the proposed Class Representative, and proposed Class Counsel's attorneys' fees and costs, if approved by the Court, will be paid from the common fund. *Id.* ¶¶ 3.2, 3.5-3.10.

All remaining money—the Net Settlement Fund—is allocated to Settlement Class and Collective Members as follows:

- First, each Settlement Class Member who does not opt out and has already paid money to CommuniCare in connection with leaving their jobs before the end of their contract term shall each receive reimbursement payments equal to half of the amounts they paid to CommuniCare. *Id.,* Ex. 1 ¶ 1.

- Second, each Settlement Class Member who does not opt out will receive a pro rata share of the remaining Net Settlement Fund (after reimbursements) based on the number of weeks that they were employed by Defendants. *Id.,* Ex. 1 ¶ 2.

- Finally, Settlement Collective Members shall receive 10% more from the Net Settlement Fund after reimbursements than they otherwise would as Class Members, and the Net Settlement Fund shall be adjusted accordingly. *Id.*

Based on Class Counsel's analysis of Defendants' data completed prior to preliminary approval, they anticipated that each Settlement Class Member would receive, on average, approximately $2,900 from the Net Settlement Fund; with those receiving reimbursement of payments already made to Defendants receiving approximately $6,639 on average and those who

did not make payments to Defendants receiving approximately $1,675 on average. P.A. Br. at 19. Class Counsel will provide the Court with updated information on average payments, taking into account opt-ins, at the scheduled fairness hearing on July 8, 2026.

Attorneys' Fees, Litigation Expenses, Service Payments, and Settlement Administration Expenses.

For the reasons set forth fully in Class Counsel's fee petition, and pursuant to the Parties Agreement, Agmt. ¶ 44.6, Class Counsel seek an award of attorneys' fees and costs not to exceed $338,000, and settlement administration expenses expected to be approximately $12,000.

In addition, Plaintiff Ariane Villarin seeks a service award of $15,000, pursuant to the Parties' agreement. *Id*. Plaintiff seeks this service award because of the time and effort she has put in to see this litigation through to settlement, and the meaningful benefit she secured for the Class. *See infra* Part II.C.3.

Released Claims

The Settlement Class Members who have not opted out have agreed to release the Class claims made in the Second Amended Complaint or reasonably related thereto (collectively, the "Released Class Claims"). *Id.* ¶ 7.2. Settlement Collective Members additionally agree to release FLSA claims (and any parallel state wage and hour claims) raised on behalf of the Collective in this litigation (alleged failure to pay all compensable hours, alleged failure to pay overtime compensation for work performed during meal periods and during off-the-clock hours, alleged demand that the Settlement Collective Members pay an unlawful kickback, alleged failure to pay at least the minimum wage "free and clear" in each workweek, and alleged failure to record all time worked) (collectively, the "Released Collective Claims"). *Id.* ¶ 7.3.

Final Approval, Implementing Relief, and Uncashed Funds

Payments will be made to Settlement Class Members and Settlement Collective Members

by either: (a) direct deposit, using the last banking information available to Defendants; (b) alternative electronic payment method elected by Settlement Class Members or Settlement Collective Members (such as Zelle or Venmo); or (c) check. Agmt. ¶ 3.15. If checks are issued, those checks shall be valid for a period of one hundred and eighty (180) days following their issuance by the Settlement Administrator. *Id.* Any unclaimed amounts remaining in the Fund at the conclusion of the 180-day period shall be paid to the designated cy pres beneficiary, the Human Trafficking Legal Center, within thirty (30) days. Agmt. ¶ 3.16.

ARGUMENT

Because the proposed Settlement Class and Collective satisfy all the standards for certification, and because the proposed Settlement was negotiated through prolonged, arms-length negotiations between experienced counsel and represents an agreement that meets all substantive and procedural requirements of Rule 23 and the FLSA, the Court should finally certify the Settlement Class and Collective, grant final approval of the Settlement, and authorize a service award of $15,000 to Plaintiff Ariane Villarin.

I. The Court Should Finally Certify the Settlement Class Under Rule 23 and the FLSA Settlement Collective.

In her motion for preliminary certification, Plaintiff sought to certify a Rule 23 Settlement Class of "All foreign-trained registered nurses sponsored by CommuniCare through the immigration process from February 17, 2013 through October 13, 2025." ECF No. 88-1 at 76. In its Preliminary Approval Order, the Court found that it would likely be able to find (for settlement purposes) that all the Rule 23(b)(3) factors (numerosity, commonality, typicality, adequacy, predominance, and superiority) were met. P.A. Order at 2.

In the preliminary certification motion, Plaintiffs also sought to certify a FLSA Settlement Collective of "All foreign-trained registered nurses sponsored by CommuniCare through the

immigration process from February 17, 2013 through October 13, 2025, and who opt into this action to pursue claims under the Fair Labor Standards Act." Pls.' P.A. Br. at 6. In granting preliminary certification, the Court stated that it "preliminarily approves the Settlement Collective and directs notice to be provided to the Putative Settlement Collective Members so that they may choose whether to opt in." P.A. Order ¶ 4. 158 individuals have opted into the Settlement Collective, representing 72% of those who were eligible to join the Settlement Collective. Atticus Decl. ¶ 13.

Having preliminarily certified both the Settlement Class and Settlement Collective for settlement purposes, the Court should now grant final certification of both the Settlement Class and the Settlement Collective. The same reasons that supported preliminary certification support final certification here. *See* Pls.' P.A. Br. at 11-29.

II. The Court Should Grant Final Settlement Approval Under Rule 23.

Courts must consider the following factors when considering a class action settlement:

> (A) whether the class representatives and class counsel have adequately represented the class;
> (B) whether the proposal was negotiated at arm's length;
> (C) whether the relief provided for the class is adequate, taking into account:
> (i) the costs, risks, and delay of trial and appeal;
> (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;
> (iii) the terms of any proposed award of attorney's fees, including timing of payment; and
> (iv) any agreement required to be identified under Rule 23(e)(3); and
> (D) whether the proposal treats class members equitably relative to each other.

Fed. R. Civ. P. 23(e)(2).

Courts should grant final approval for settlements which are "fair, adequate, and reasonable, as well as consistent with the public interest." *Borders v Alternate Sol. Health Network, LLC*, 2:20-CV-1273, 2021 WL 4868512, at *2 (S.D. Ohio 2021) (*quoting Bailey v. Great Lakes Canning,*

Inc., 908 F.2d 38, 42 (6th Cir. 1990)). In making this determination, the Court considers the following factors: (1) the risk of fraud or collusion; (2) the complexity, expense, and likely duration of the litigation; (3) the amount of discovery engaged in by the parties; (4) the likelihood of success on the merits; (5) the opinions of class counsel and class representatives; (6) the reaction of [ ] class members; and (7) the public interest. *Doe v. Ohio*, No. 2:91-CV-00464, 2020 WL 728276, at *3 (S.D. Ohio Feb. 12, 2020), *report and recommendation adopted*, No. 2:91-CV-464, 2020 WL 996561 (S.D. Ohio Mar. 2, 2020).

The provisions of Rule 23(e)(2)(C) and (D) listed are analyzed by courts in this Circuit together with factors enumerated in *Int'l Union, United Auto., Aerospace, and Agric. Implement Workers of Am. v. General Motors Corp.* ("UAW"), 497 F.3d 615 (6th Cir. 2007). *See, e.g., Hunter v. Booz Allen Hamilton Inc.*, No. 2:19-cv-00411, 2023 WL 3204684, at *3 (S.D. Ohio May 2, 2023) (citing *UAW*). Those factors are: "(1) the risk of fraud or collusion, (2) the complexity, expense and likely duration of the litigation, (3) the amount of discovery engaged in by the parties, (4) the likelihood of success on the merits, (5) the opinions of class counsel and class representatives, (6) the reaction of absent class members, and (7) the public interest." *UAW*, 497 F.3d at 631.

Here, these factors weigh in favor of approving the parties' Settlement, as the Court preliminarily found. P.A. Order at 4 ¶ 7. Accordingly, for the reasons explained in Plaintiffs' preliminary approval brief, Pl's. P.A. Br. at 21–29, the Court should grant final approval of the Rule 23 Settlement. In addition, the following considerations also support final approval.

A. The Proposed Class Representatives & Class Counsel have Adequately Represented the Proposed Settlement Class, Fed. R. Civ. P. 23(e)(2)A) and *UAW* Factor 5.

In determining whether to grant final approval of a proposed class settlement, the Court "should defer to the judgment of experienced counsel who has competently evaluated the strength

of his proofs.'" *Smith v. Ajax Magnethermic Corp.*, No. 4:02-cv-0980, 2007 WL 3355080, at *5 (N.D. Ohio Nov. 7, 2007) (*quoting Williams v. Vukovich,* 720 F.2d 909, 922-23 (6th Cir. 1983)). Class Counsel in this case has significant experience in class and collective action litigation and settlements, including those under the FLSA, TVPA, and RICO. (*See* Baran Decl. in Support of Motion for Preliminary Approval ("Baran P.A. Decl.") ¶¶ 34-50.). Class Counsel have zealously represented the proposed Settlement Class throughout this case, including through settlement negotiations, and will continue doing so through the conclusion of the settlement process. *Id.*¶¶ 4-9; *Miranda v. Xavier Univ.*, No. 1:20-CV-539, 2023 WL 6443122, at *2 (S.D. Ohio Oct. 3, 2023) (finding adequacy where "Plaintiffs are represented by extremely qualified counsel with extensive experience prosecuting class actions."); *Bailey v. Verso Corp.*, 337 F.R.D. 500, 507 (S.D. Ohio 2021) (noting that "'The court reviews the adequacy of class representation to determine whether class counsel are qualified, experienced and generally able to conduct the litigation[.]'") (quoting *Stout v. J.D. Byrider*, 228 F.3d 709, 717 (6th Cir. 2000)).

In her role as Class Representative, Plaintiff Ariane Villarin has also fulfilled her duties to the class by, among other things, initiating this lawsuit, communicating regularly with Class Counsel, attending mediation, and reviewing the proposed Settlement. Baran P.A. Decl. ¶¶ 29-33. Accordingly, Fed. R. Civ. P. 23(e)(2)(A) and *UAW* Factor 5 support approval.

B. The Settlement was Negotiated at Arms' Length Without Fraud or Collusion, Fed. R. Civ. P. 23(e)(2)(B) and *UAW* Factor 1.

The parties' Settlement Agreement was reached without fraud or collusion. The parties engaged in settlement negotiations for approximately five months before participating in mediation with mediator and former judge Elizabeth Callan in February 2025. Baran P.A. Decl. ¶¶ 6-8. After mediation, parties continued arms-length negotiations between counsel, with assistance from Judge Callan, for nearly eight months, exchanging several term sheets before executing the final

version in October 2025. *Id.* ¶ 7. All negotiations between them were at arm's length. *Id.* ¶ 3. This weighs in favor of approval of the Settlement. *See Clark v. Miller Valentine Partners Ltd.*, No. 1:20-cv-295, 2023 WL 5087233, at *5 (S.D. Ohio Aug. 8, 2023) (finding that "months of analysis and considerable arms-length good-faith negotiations between the parties" supports approval of class settlement); *Bowling v. Pfizer, Inc.,* 143 F.R.D. 141, 151 (S.D. Ohio 1992) ("[A]n initial presumption of fairness exists if the settlement is recommended by class counsel after arms-length bargaining."). The fact that no portion of the Gross Settlement Fund will revert to Defendants, Agmt. ¶ 3.4, also supports the showing that there is no collusion in this settlement. *O'Bryant v. ABC Phones of N. Carolina, Inc.*, No. 2:19-CV-02378, 2020 WL 4493157, at *16 (W.D. Tenn. Aug. 4, 2020) (identifying reversion of funds to defendants as a "warning sign" of collusion (*citing In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 946 (9th Cir. 2011)).

C. The Relief Provided for the Proposed Settlement Class is Adequate, Fed. R. Civ. P. 23(e)(2)(C)(i) and UAW Factors 2-4.

1. Costs, Risks, & Likely Duration of Litigation Support Approval.

Litigating this case to a final judgment would likely take years and require significant motion practice and discovery. Most recently in the case prior to reaching a settlement, Defendant WorldWide had already moved to dismiss this case; that contested motion that was pending before this Court prior to settlement negotiations. *See* ECF Nos. 67 & 72. Litigation and negotiations between Plaintiffs and the Companies have already taken more than three years, and had this case not settled, the parties would have begun formal discovery and motion practice, leading to years of litigation. This supports approval. *See Does 1-2 v. Deja Vu Servs., Inc.*, 925 F.3d 886, 900 (6th Cir. 2019) (finding that the risk of "potentially long and protracted litigation" where the settlement provides material relief weighs in favor of approval).

Courts recognize that wage and hour class actions are "inherently complex" and that settlement allows parties to "avoid[] the costs, delays, and multitude of other problems associated with them." *Clark v. Pizza Baker, Inc.*, No. 2:18-CV-157, 2022 WL 16554651, at *4 (S.D. Ohio Oct. 31, 2022) (*citing Carr v. Guardian Healthcare Holdings, Inc.*, No. 2:20-cv-6292, 2022 WL 501206, at *5 (S.D. Ohio Jan. 19, 2022). The same is true of TVPA class actions, which also involve litigation of issues not yet addressed by courts given the relatively short life of the statute. Potential costs associated with continued litigation in this matter include but are not limited to depositions of all parties and key witnesses, document productions, and expert fees. *Carmen v. Health Carousel, LLC*, No. 1:20-cv-313, 2025 WL 892586, at *16 (S.D. Ohio Mar. 24, 2025) (approving over $77,000 in costs in a similar nurse forced labor case that settled just prior to class certification expert disclosures).

Moreover, as noted in our Motion for Preliminary Approval, Defendants planned to challenge class certification if litigation in this case were to continue creates a risk that weighs in favor of approval. *See In re Netflix Priv. Litig.*, No. 5:11-CV-00379 EJD, 2013 WL 1120801, at *6 (N.D. Cal. Mar. 18, 2013) (fact that defendant would "likely vigorously oppose class certification" weighs in favor of approval of a settlement.). Plaintiff and the Class also would face significant risk and complexity related to damages.

2. The Settlement Represents a Fair Compromise that Provides Significant Monetary and Non-Monetary Benefits to the Class.

As noted in Plaintiffs' preliminary approval brief, the $1 million settlement and non-monetary relief are well within the range of reasonableness. Pl's. P.A. Br. at 19-22. In its preliminary approval decision, the Court preliminarily found the settlement within the range of reasonableness. P.A. Br. at 3 ¶ 5.

Courts have recognized that settlements are inherently compromises and that even a fraction of maximum damages can be adequate for approval purposes. *See, e.g., Smith v. Fifth Third Bank*, No. 1:18-cv-464, 2021 WL 11713313, at *3 (S.D. Ohio Aug. 31, 2021) (granting final approval of a settlement with relief that represents "33% of the 'best-day damages'"); *In re Polyurethane Foam Antitrust Litigation*, No. 1:10-MD-2196, 2015 WL 1639269, at *5 (N.D. Ohio Feb. 26, 2015) ("A settlement figure that equates to roughly 18 percent of the best-case-scenario classwide [damages] is an impressive result in view of these possible trial outcomes."); *see Karpik v. Huntington Bancshares Inc.*, No. 2:17-cv-1153, 2021 WL 757123, at *8 (S.D. Ohio Feb. 18, 2021) (*citing In re Rite Aid Corp. Sec. Litig.*, 146 F. Supp. 2d 706, 715 (E.D. Pa. 2001) for the acknowledgment that, "since 1995, class action settlements have typically recovered between 5.5% and 6.2% of the class members' estimated losses") (internal quotations omitted); *Andrews v. State Auto Mutual Ins. Co.*, No. 2:21-cv-5867, 2023 WL 7018839, at *7 (S.D. Ohio Oct. 25, 2023) (*citing Dillworth v. Case Farms Processing, Inc.*, No. 5:08-cv-1694, 2010 WL 776933, at *8 (N.D. Ohio Mar. 8, 2010) for its explanation that the average recovery in class actions is 7-11% of claimed damages).

Here, Class Members will receive significant relief. First, as to monetary relief, those Settlement Class Members who paid CommuniCare for, as Plaintiff contends, leaving before the end of their contractual period will receive a 50% reimbursement of those payments. From the remaining Settlement Fund (after accounting for attorneys' fees, costs, and costs of administration), all Class Members—including current employees and former employees, regardless of whether they left prior to the end of their contract term or paid any damages to CommuniCare—will receive an additional settlement amount based on the number of weeks they worked. These damages

represent alleged emotional distress, lost earning potential, and other compensatory damages under the TVPA, and liquidated damages for failure to pay wages "free and clear" under the FLSA.

This Agreement also provides nearly all of the non-monetary relief initially demanded. Indeed, the non-monetary relief in this Agreement, including relief from disputed debt for all former employees, is more expansive than that in recent comparable settlements involving similar fact patterns. See Baran P.A. Decl. ¶ 16. This supports approval. *See e.g., Carmen*, 2025 WL 892586, at *12 (approving settlement where, "on the non-monetary side, the debt relief is automatic because Health Carousel will simply cease collection, and the programmatic changes are already in progress.") (cleaned up); *see also Williams v. Equitable Acceptance Corp.*, No. 18-cv-07537-NRB, 2021 WL 1625329, at *1 (S.D.N.Y. Apr. 27, 2021) (non-monetary relief including debt relief was provisionally fair, reasonable, and adequate).

The non-monetary relief here has material value to current employee Settlement Class members should they choose to end their employment without Good Reason before the end of the contract term. For example, Ms. Villarin faced potential damages of at least $16,000, and the Second Amended Complaint alleges that the Companies asserted damages of up to $100,000 in similar actions against other nurses. SAC ¶¶ 61, 159. And that does not account for her potential costs in defending such an action. Under the Agreement, Defendants are canceling all alleged debt that they have asserted or could assert against Ms. Villarin and other Settlement Class Members. Accordingly, Plaintiff contends that the Agreement's non-monetary provisions reduce at least $1.2 million, and potentially much more (in the aggregate) that Class Members were or could have been required to pay in judgments and attorneys' fees/costs if they left their jobs before the end of the contract term. This non-monetary relief applies to Class Members who are former or current employees. This is a very significant benefit to the Class – one that is likely to have very

meaningful effects on Class Members, as it gives them certainty as to what will happen if they were to leave their jobs before the end of the contract term. In other words, the nonmonetary relief here mitigates the threat of financial ruin that Plaintiffs allege has kept Settlement Class members from leaving their jobs in violation of the TVPA. This is an outstanding non-monetary result that goes beyond similar non-monetary relief achieved in comparable cases, and which strongly supports preliminary approval.

3. The Settlement is Effective and Equitable -- – Rule 23(e)(2)(C)(ii), (D)

The Settlement is also equitable. On this issue, "[m]atters of concern could include whether the apportionment of relief among class members takes appropriate account of differences among their claims, and whether the scope of the release may affect class members in different ways that bear on the apportionment of relief." Fed. R. Civ. P. 23 advisory committee's note to 2018 amendments. Here, as noted above, the Settlement will reimburse all 55 Settlement Class Members who paid money to CommuniCare for leaving before the end of their contract term for half of the amount paid. Agmt., Ex. 1 ¶ 1. The remainder of the Net Settlement will be distributed to Settlement Class Members proportionally based on the number of weeks they were employed by Defendants, with pro rata calculations adjusted so that Settlement Collective Members receive 10% more than they otherwise would. *Id*., Ex. 1 ¶ 2. This kind of arrangement, where the amount the class and collective members would receive under the Settlement is based on the "differences among their claims" and "scope of the release," as well as the type and extent of alleged injuries, is consistently found by courts to be equitable for purposes of settlement approval. *See, e.g., Carmen*, 2025 WL 892586, at *13; *see also Hawes v. Macy's Inc.* No. 1:17-cv-754, 2023 WL 8811499 (S.D. Ohio Dec. 20, 2023) (finding distribution scheme to treat class members equitably even though it did not treat them equally). This "pro rata" method of allocating funds is also

entirely equitable. *See Satterly v. Airstream, Inc.*, No. 3:19-CV-107, 2020 WL 6536342, at *8 (S.D. Ohio Sept. 25, 2020) (pro rata distribution "ensures an equitable distribution of settlement proceeds that is directly tied to the *Fusion Elite All Stars v. Varsity Brands*, LLC, No. 2:20-cv-02600-SHL-tmp, 2023 WL 6466398, at *5 (W.D. Tenn. Oct. 4, 2023) ("Courts generally find that distributing settlement funds on a pro rata basis… is fair and reasonable.") (citations and emphasis omitted).

Moreover, those Class and Collective Members who will receive a relatively smaller pro rata share of the Net Settlement Fund will nonetheless benefit from valuable non-monetary relief in the form of Defendants' agreement not to further enforce the repayment provisions in their contracts. *See Volz v. Coca Cola Co.*, No. 1:10-CV-879, 2015 WL 1474958, at *2 (S.D. Ohio Mar. 31, 2015) (recognizing value of injunctive relief).

The $15,000 service award sought by Plaintiff Villarin for her representation of Settlement Class and Collective in this matter is fair and reasonable, as it compensates Plaintiff for her service as the sole class representative. Service awards have "the important purpose of compensating plaintiffs for the time and effort expended in assisting the prosecution of the litigation, the risks incurred by becoming and continuing as a litigant, and any other burdens sustained by the plaintiffs" and are regularly authorized by courts as "efficacious ways of encouraging member of a class to become class representatives and rewarding individual efforts taken on behalf of the class." *Osman v. Grube, Inc.*, No. 3:16–CV–00802–JJH, 2018 WL 2095172, at *2 (N.D. Ohio May 4, 2018) (*quoting Hadix v. Johnson*, 322 F.3d 895, 897 (6th Cir. 2003)); *see also Sand v. Greenberg*, No. 08–CV–7840 PAC, 2011 WL 7842602, at *3 (S.D.N.Y. Oct. 6, 2011) (approving award in FLSA case because plaintiffs "took risks by putting their names on this lawsuit," including that of "blacklisting"). The $15,000 award sought here is in line with similar service awards which have been regularly approved by this Court. *See, e.g., Emch v. Cmty. Ins. Co.*, No. 1:17-CV-00856,

2021 WL 9096702, at *1 (S.D. Ohio Aug. 9, 2021) (Barrett, J.) (approving service award and noting that courts in Sixth Circuit have approved "much higher" awards, including one of $35,000); *NorCal Tea Party Patriots v. Internal Revenue Serv.*, No. 1:13CV341, 2018 WL 3957364, at *3 (S.D. Ohio Aug. 17, 2018) (Barrett, J.) (approving $10,000 service award).

4. The terms of any proposed award of attorney's fees, including timing of payment, are fair - Rule 23(e)(2)(C)(iii).

Class Counsel is seeking fees and costs in an amount not to exceed $338,100. Agmt. ¶ 3.5. As addressed in Plaintiff's concurrent fee motion, this amount is consistent with attorneys' fees typically approved by courts in this Circuit. *See, e.g., Johnson v. Midwest Logistics Sys.*, Ltd., No. 2:11-CV-1061, 2013 WL 2295880 (S.D. Ohio May 24, 2013) (approving attorneys' fees equaling 33% of the common fund); *Garner Props. & Mgmt. v. City of Inkster*, 2020 WL 4726938, No. 17-cv-13960, at *10 (E.D. Mich. Aug. 14, 2020) (same). Class Counsel's request for fees is a reasonable reflection of "the risk an attorney assumes in undertaking a case, the quality of the attorney's work product, and the public benefit achieved." *See Rawlings v. Prudential-Bache Properties, Inc.*, 9 F.3d 513, 516 (6th Cir. 1993); *see also Lonardo v. Travelers Indem. Co.*, 706 F. Supp. 2d 766, 794 (N.D. Ohio 2010), on reconsideration in part (July 21, 2010). In addition, the costs of settlement administration, in an amount expected to be approximately $12,000, are also properly incurred.

5. There are no agreements required to be identified under Rule 23(e)(3)--Rule 23(e)(2)(C)(iv).

There are no side agreements to be disclosed, and the Settlement Agreement is the parties' only agreement. Baran P.A. Decl. ¶ 23.

6. The Reaction of the Class and the Public Interest Support Final Approval – *UAW* Factors 6 and 7.

The fact that no Settlement Class member has objected to this settlement, and only one individual has opted out, further supports approval. *See, e.g., Lonardo v. Travelers Indem. Co.*, 706 F. Supp. 2d 766, 787 (N.D. Ohio 2010). Final approval of this settlement is also in the public interest. Public policy generally favors settlement of class action lawsuits. *Wright v. Premier Courier, Inc.*, No. 2:16-CV-420, 2018 WL 3966253, at *5 (S.D. Ohio Aug. 17, 2018) (*quoting Hainey v. Parrott*, 617 F.Supp.2d 668, 679 (S.D. Ohio 2007). The Settlement "confers immediate benefits on the Settlement Class, avoids the risks and expense in further litigation, and conserves judicial resources," all of which support approval. *Id.*

III. The Court Should Finally Approve the FLSA Portion of this Settlement.

While the Sixth Circuit has not directly addressed the question whether judicial approval of FLSA settlements is required, multiple courts in this District have recently held that judicial approval is neither required nor authorized under the FLSA, including with respect to settlements of FLSA collective actions. *See Gilstrap v. Sushinati LLC*, No. 1:22-cv-434, 2024 WL 2197824, at *1 (S.D. Ohio May 15, 2024); *Cummins v. Midmark Corp.*, No. 3:23-CV-277, 2024 WL 3405458, at *1 (S.D. Ohio July 9, 2024); *Cataline v. Beechmont Brewing, LLC*, No. 1:23-CV-621, 2024 WL 4313715, at *1 (S.D. Ohio Sept. 26, 2024); *Stephens v. Auto Sys. Centers, Inc.*, No. 2:21-CV-5131, 2024 WL 4577862, at *1 (S.D. Ohio Oct. 22, 2024); *Butler v. Vill. Caregiving*, LLC, No. 2:22-CV-4359, 2025 WL 1513334, at *1 (S.D. Ohio May 28, 2025). In the nurse class/collective action settlement involving similar allegations reached in *Carmen v. Health Carousel*, the court did not address the FLSA aspect of the settlement, apart from briefly analyzing

whether Rule 23 approval was impacted by the FLSA component of the case. See *Carmen*, 2025 WL 892586, at *14.

However, to the extent that this Court believes that judicial approval of FLSA settlements is necessary, it should grant approval of the settlement in this matter because it represents resolution of a *bona fide* dispute between the parties with respect to Plaintiff's FLSA claims. A *bona fide* dispute exists when "there are legitimate questions about 'the existence and extent of [d]efendant''s FLSA liability.'" *O'Bryant*, 2020 WL 7634780, at *7 (quoting *Selk v. Pioneers Mem'l Healthcare Dist.*, 159 F. Supp. 3d 1164, 1172 (S.D. Cal. 2016). The existence of such a dispute serves "as a guarantee that the parties have not manipulated the settlement process to permit the employer to avoid its obligations under the FLSA." *Rotuna v. W. Customer Mgmt. Grp., LLC*, No. 4:09CV1608, 2010 WL 2490989, at *5 (N.D. Ohio June 15, 2010). Courts generally apply a "strong presumption" in favor of settlement in class and collective action lawsuits, recognizing that settlements are "a preferred means of dispute resolution." *In re Telectronics Pacing Sys., Inc.*, 137 F. Supp. 2d 985, 1008 (S.D. Ohio 2001). For the reasons described above, and because this Settlement represents a resolution of a *bona fide* dispute under the FLSA, this Court should grant final approval of the FLSA component of the Settlement.

CONCLUSION

For all the above reasons, the Court should grant Plaintiff's instant motion and enter the attached Final Approval Order to (1) finally certify the Settlement Class under Rule 23(b)(3); (2) finally certify the Settlement Collective under the FLSA; (3) approve the Rule 23 portion of this Settlement; (4) approve the FLSA portion of this Settlement; and (5) approve service award to the Plaintiff.

Dated: New York, New York
June 18, 2026

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CERTIFICATE OF SERVICE

I hereby certify that on June 18, 2026, the foregoing was filed electronically. Notice of this filing will be sent to all parties by operation of the Court's electronic filing system. Parties may access this filing through the Court's system.

/s Hugh Baran
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