

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

**MAYRA CRUZ and RAUL HERRERA,
individually and on behalf of all other similarly
situated persons,**

Plaintiffs,

v.

ULTIMATE CARE, INC.,

Defendant.

Case No. 1:22-CV-07520-AMD-LKE

AMENDED FINAL ORDER AND JUDGMENT

WHEREAS, on January 23, 2026, Plaintiffs Mayra Cruz and Raul Herrera (“Named Plaintiffs”), individually and on behalf of all similarly situated persons, on the one hand, and Defendant, Ultimate Care, Inc. (“Ultimate Care”) on the other hand, entered into a Settlement Agreement. Dkt. 181-3.

WHEREAS, on January 23, 2026, Named Plaintiffs filed an unopposed motion for preliminary approval of the settlement. Dkt. 181.

WHEREAS, on February 13, 2026, the parties consented to Magistrate Judge jurisdiction for purposes of disposition of the Motions for Preliminary Approval of the Settlement, Final Approval of the Class Action Settlement, and Attorney’s Fees and Expenses. Dkt. 184.

WHEREAS, on February 13, 2026, the Court entered an order preliminarily approving the settlement on behalf of the Rule 23 of the Federal Rules of Civil Procedure class set forth therein; provisionally certifying the Settlement Class; appointing the law firms of Getman,

Sweeney & Dunn PLLC Class Counsel; appointing ILYM Group, Inc. as Settlement Administrator; and authorizing notice to all Class Members (Dkt. 181-4; 185);

WHEREAS, on March 9, 2026, notices were sent informing Class Members of the Settlement via WhatsApp messenger, text messages, and mail.

WHEREAS, on April 9, 2026, reminder notices were sent to the Class Members via WhatsApp messenger and text messages.

WHEREAS, on May 5, 2026 the Named Plaintiffs filed a Motion for Final Approval of the Class Action Settlement, which Ultimate Care did not oppose. Dkt. 187.

WHEREAS, on May 12, 2026, the Court held a final fairness hearing. No objections to the settlement were raised during that hearing. No objections were raised to the service awards or to attorneys' fees and expenses.

NOW, THEREFORE, having considered the Motion for Final Approval, the Motion for Attorneys' Fees, Expenses and Service Awards, the arguments presented at the Fairness Hearing, and the complete record in this matter, for the reasons set forth therein and stated on the record at the Fairness Hearing, and for good cause shown, it is hereby **ORDERED, ADJUDGED AND DECREED**, as follows:

1. The Court has jurisdiction over the subject matter of this action, Named Plaintiffs, the Class Members, and Ultimate Care.
2. For purposes of approving this settlement only, this Court finds that the requirements of Rule 23(a) of the Federal Rules of Civil Procedure are met, *to wit*:
 - a. the Class is so numerous that joinder of all members is impracticable;
 - b. there are questions of law and fact common to the Class;
 - c. the claims of the Named Plaintiffs are typical of the claims of the Class;

- d. the Named Plaintiffs will fairly and adequately protect the interests of the Class;
 - e. questions of law and fact common to class members predominate over any questions affecting only individual Class Members; and
 - f. a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.
3. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for purposes of, and solely in connection with, the Settlement, the Court certifies this action as a class action on behalf of the following Settlement Class:

The Named and Opt-In Plaintiffs and all current or former Home Health Aides, Personal Care Aides and Personal Assistants (together, “home care aides”) employed by Ultimate Care who worked two or more 24-hour shifts in one or more weeks at any time between December 12, 2016 and December 12, 2025. For avoidance of doubt, the Employee ID numbers for all Class Members are listed in Exhibit 1 to the Settlement Agreement. There are 816 Class Members.

4. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for the purposes of the Settlement only, the Named Plaintiffs are certified as the Class Representatives, and the law firm Getman, Sweeney & Dunn PLLC is certified as Class Counsel.
5. Pursuant to the terms established by the Parties’ Settlement Agreement, Class Members received Notice of the Settlement.
6. Based on evidence and other material submitted in conjunction with the Fairness Hearing, the Court hereby finds that the Class Notice sent to the Class Members adequately informed the Class Members of the terms of the Settlement Agreement, their estimated recovery if the settlement was approved, the process available to obtain monetary relief, their right to request exclusion from the Class and pursue their own remedies, and their opportunity to file written objections and appear and be

heard at the Final Fairness Hearing. The Class Notice also adequately informed the Class Members of the contact information for the Settlement Administrator and Class Counsel. Thus, the Court finds that the Class Notice provided to Class Members satisfied the requirements of Rule 23(e)(1) of the Federal Rules of Civil Procedure.

7. The Court finds that there are no exclusions from the Settlement Class.
8. The Court finds the Settlement Agreement is fair, reasonable, and adequate under Rule 23(e)(2) of the Federal Rules of Civil Procedure. The Court likewise finds that the resolution of the claims under the Fair Labor Standards Act (“FLSA”) represent a fair and reasonable resolution of a *bona fide* dispute.
9. The Court finds that the Settlement Agreement is procedurally fair because it was reached through vigorous, arm’s-length negotiations and after experienced counsel had evaluated the merits of Plaintiffs’ claims through factual and legal investigation. *See Wal-Mart Stores, Inc. v. Visa U.S.A., Inc.*, 396 F.3d 96, 117 (2d Cir. 2005).
10. The Court also finds that the Settlement is substantively fair. The factors set forth in *City of Detroit v. Grinnell Corp.*, 495 F.2d 448 (2d Cir. 1974), *abrogated on other grounds by Goldberger v. Integrated Res., Inc.*, 209 F.3d 43 (2d Cir. 2000), which provide the analytical framework for evaluating the substantive fairness of a class action settlement, weigh in favor of final approval. Specifically, the Court finds that the settlement is adequate given, among other factors: (a) the complexity, expense and likely duration of the litigation; (b) the stage of the proceedings; (c) the risks of establishing liability and damages; (d) the risks of maintaining the class action through the trial; (e) the lack of any objections; and (f) that the total settlement amount is within the range of reasonableness in light of the best possible recovery and the attendant risks of litigation. *See Grinnell*, 495 F.2d at 463. Thus, the Court

finds and concludes that the Settlement is fair, reasonable and adequate, and should be approved.

11. The Court finds that the proposed plan of allocation is rationally related to the relative strengths and weaknesses of the respective claims asserted. The mechanisms and procedures set forth in the Settlement Agreement by which payments are to be calculated and made to Class Members are fair, reasonable, and adequate, and payment shall be made according to those allocations and pursuant to the procedures as set forth in the Settlement Agreement.
12. The Court approves of the release of the Released Claims, as defined in paragraph 24 of the Settlement Agreement. The Court finds all of these releases to be fair, reasonable, and enforceable under the FLSA and Rule 23 of the Federal Rules of Civil Procedure.
13. The Court hereby grants final approval of the Settlement. The Parties and the Settlement Administrator are directed to perform in accordance with the terms set forth in the Settlement Agreement.
14. By operation of the entry of this Order and the Judgment, all Released Claims are fully, finally, and forever released, relinquished, and discharged pursuant to the terms of the release set forth in paragraph 24 of the Settlement Agreement, as to all Class Members.
15. Plaintiffs' motion for attorneys' fees and reimbursement of expenses is GRANTED. Class Counsel is awarded \$2,000,000 in attorneys' fees and costs, consistent with the terms of the Settlement Agreement.
16. The Court finds the amount of attorneys' fees to be fair and reasonable based on, among other things: (a) the number of hours worked by Class Counsel; (b) the results achieved on behalf of the Class; (c) the contingent nature of Class Counsel's representation; (d)

the complexity of the issues raised; (e) a lodestar cross-check; and (f) Class Counsels' recognized experience and expertise in the market. *See Goldberger v. Integrated Res.*, 209 F.3d 43, 50 (2d Cir. 2000). The Court also finds that the expenses and costs in this case were reasonably incurred by Class Counsel in prosecuting this action.

17. The Court approves and awards the Service Awards as set forth in the Settlement Agreement.
18. The Settlement Administrator's costs of \$16,121.02 are approved and shall be paid to the Settlement Administrator, ILYM Group, Inc., according to the procedures set forth in the Settlement Agreement.
19. This action is dismissed in its entirety with prejudice, without any cost to any of the Parties except as otherwise provided in the Settlement Agreement.
20. Without affecting the finality of this Order and Judgment, the Court will retain jurisdiction over this action solely for purposes of (a) enforcing the Settlement Agreement, (b) addressing settlement administration disputes, and (c) addressing such post-judgment matters as may be appropriate under Court rules or applicable law. The parties shall abide by all terms of the Settlement Agreement and this Order and Judgment.

SO ORDERED.

Dated: May 14, 2026

Lara K. Eshkenazi

LARA K. ESHKENAZI
United States Magistrate Judge