UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

PHILIP CALDERON, FARSHAD PINCHASI, ALLISON FIELDS, and DANA FOLGAR, *on their own behalf and on behalf of all others similarly situated,*

Plaintiffs,

- against -

PUBLIC PARTNERSHIPS, LLC,

Defendant.

Civ. Action No.:
1:25-cv-02320 (FB)(LKE)

FINAL APPROVAL HEARING:
November 10, 2026 at 11:00 a.m.
Courtroom 13B South

MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR FINAL CLASS CERTIFICATION AND FINAL APPROVAL OF SETTLEMENT

Dated: New York, NY
October 19, 2026

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INTRODUCTION

On July 1, 2026, the Court granted preliminary approval of the settlement reached in this case, preliminarily certified a Settlement Class of all current and former personal assistants who were paid through Public Partnerships, LLC ("PPL") as the statewide fiscal intermediary for services performed as part of CDPAP in New York City, Nassau County, Suffolk County, and/or Westchester County (collectively, "downstate personal assistants") at any time between March 1, 2025 and April 30, 2026, appointed Plaintiffs Philip Calderon, Farshad Pinchasi, Allison Fields, and Dana Folgar as Class Representatives, and appointed Atticus Administration LLC ("Atticus") as Settlement Administrator. *See* Order Granting Preliminary Settlement Approval and Preliminarily Certifying the Settlement Class, ECF No. 58 ("P.A. Order"). There are approximately 200,000 individuals in the Settlement Class. To Plaintiffs' knowledge, the settlement is the largest private wage-and-hour class action settlement in the state and among the largest nationwide. The Court found that the Settlement was "within the range of reasonableness," *id.* at ¶ 5, that the action met the requirements for certification under Federal Rule of Civil Procedure 23(b), *id.* at ¶ 2, and that the parties' notice plan would provide effective notice to Settlement Class Members.

In accordance with the Court's Order, the appointed Settlement Administrator, Atticus, sent notice to all putative Settlement Class Members by email and text message. Further, the Settlement Administrator sent a postcard on July 30, 2026, to Settlement Class Members whose emails bounced. 99.88% of all Settlement Class Members received at least one successful text message, email, postcard. Decl. of Emily Aaland ("Atticus Decl.") ¶ 19, annexed as Ex. 1 to Decl. of Hugh Baran ("Baran Decl."). Of the nearly 200,000 potential Settlement Class Members, only a tiny fraction (36), or about 0.02%, opted out, and no objections have been filed. Baran Decl. ¶¶ 14–15; Atticus Decl. ¶¶ 29-30.

Given the Court's preliminary determination that the Settlement is fair and that class certification is appropriate—along with the overwhelmingly positive response from Settlement Class Members, as evidenced by the lack of objections and the extremely low rate of opt-outs (totaling only approximately 0.02% of the total Settlement Class)—and for all the additional reasons set forth below—the Court should: (1) grant final certification of the Settlement Class under Federal Rule of Civil Procedure 23 and (2) grant final approval of the Settlement, pursuant to the terms of the Settlement Agreement, under Rule 23 and the Fair Labor Standards Act ("FLSA"). By separate motion filed concurrently with this motion, Plaintiffs also ask the Court to approve Class Counsel's attorneys' fees and expenses, settlement administration costs, and service awards to the Class Representatives.

RELEVANT BACKGROUND

Given the Court's familiarity with the procedural and factual history of this matter, Plaintiffs refer the Court to the background set forth in Plaintiffs' Memorandum in Support of Preliminary Approval ("Pls.' P.A. Br."), ECF No. 55-1 at 2-14, and only briefly restate the most relevant procedural history here.

At the Preliminary Approval Hearing on July 1, 2026, the Court found on the record that the proposed Settlement satisfied the Rule 23 factors, and the overlapping factors articulated by the Second Circuit in *City of Detroit v. Grinnell*, 495 F.2d 448 (2d Cir. 1974). *See* Hearing Tr., ECF No. 59 at 11:1-12:9.[1] That same day, the Parties formally consented to the Court's jurisdiction over Plaintiffs' motion for preliminary approval, for the reasons discussed on the record at the hearing.[2]

[1] The Court made its oral findings on Plaintiffs' unopposed motion for preliminary approval subject to the Parties' consenting to Magistrate Judge disposition. The parties filed their joint consent shortly after the hearing on July 1, 2026. ECF No. 57.

[2] The Parties have additionally consented to the Court's jurisdiction over the Final Class Certification and Final Approval of Settlement. *See* ECF No. 77.

ECF No. 57; Hearing Tr. 7:16-8:13. That same day, the Court entered its Preliminary Approval Order and ordered preliminary certification. ECF No 58, P.A. Order at ¶ 1. 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. The Court further: (1) appointed Plaintiffs as the Class Representatives; (2) appointed Katz Banks Kumin LLP and The Legal Aid Society as Class Counsel; and (3) appointed Atticus Administration as the Settlement Administrator. *Id.* at ¶¶ 3, 4, 7. Finally, the Court in its Preliminary Approval Order scheduled the Final Approval Hearing for November 10, 2026. *Id.* at ¶ 9.

On July 21, 2026, the Administrator sent the approved notices to Settlement Class Members by email and text message. Baran Decl. ¶ 6; Atticus Decl. ¶¶ 11-12. On July 29, 2026, the Administrator sent a further 21,534 text notices and 23,699 email notices after conducting skip-tracing for Settlement Class Members for whom the original email or text message was undeliverable. Baran Decl. ¶ 7; Atticus Decl. ¶¶ 14-15. On July 30, 2026, per the Settlement Agreement, the Administrator sent the approved postcard notice to putative Settlement Class Members whose emails were undeliverable. Baran Decl. ¶ 8; Atticus Decl. ¶ 16. Since July 21, 2026, Class Counsel has worked to inform Settlement Class Members about the Settlement and to assist them in understanding their rights. For example, Class Counsel responded to hundreds of inquiries by phone and email and presented to nearly 2,800 attendees of a series of four information sessions hosted by community organizations in both English and Spanish (the most common languages spoken by the Settlement Class). Baran Decl. ¶¶ 18-28. In addition, Atticus responded to several thousand calls and approximately one thousand email inquiries. Atticus Decl. ¶¶ 25-27.

Pursuant to the Court's Preliminary Approval Order and the Parties' Settlement Agreement, the deadline for putative Settlement Class Members to opt out or object was set for 60 days after

the initial distribution of notice— i.e., September 19, 2026. Prelim. App. Order at ¶ 9. As of October 19, 2026, the date of filing this motion, Atticus has received only 36 timely opt-out requests, and no timely objections. Baran Decl. ¶¶ 14–17; Atticus Decl. ¶¶ 29-30. The opt-outs are named in **Exhibit 2** to counsel's declaration. Baran Decl., Ex. 2.

In addition to this motion, Class Counsel are also filing a fee petition seeking approval of their attorneys' fees and costs, settlement expenses, and service awards for the Class Representatives. Class Counsel seeks attorneys' fees of up to 15% of the Total Guaranteed Recovery, and reasonable costs of $186,832.80, as provided for in the Settlement Agreement. *See* Settlement Agmt. ("Agmt."), ECF No. 55-3 at ¶¶ 67-68. Consistent with the Court's directive, Class Counsel submit their fee records with that motion. Hearing Tr. at 14:1-3. At the July 1, 2026 hearing on preliminary approval, the Court held that the requested "[a]ttorney's [sic] fees are fair and reasonable, as they are limited to less than one sixth of the total recovery, and based on the substantial litigation efforts by class counsel to date." *Id.* at 13:22-25; *see also id*. at 11:23-15 ("Plaintiff's [sic] attorneys seek under one sixth of the award, less than half the amount usually granted in similar cases, and the court finds that that's reasonable.").

The final approval hearing is scheduled for November 10, 2026, before Judge Eshkenazi. P. A. Order at ¶ 9.

KEY SETTLEMENT TERMS

The Settlement Agreement is summarized at length in Plaintiffs' preliminary approval brief. *See* Pls' P. A. Br. at 8-15. Plaintiffs highlight the key provisions below.

I. MONETARY RELIEF

Per the terms of the Settlement Agreement, PPL will pay a Total Guaranteed Recovery of $162,000,000 to cover a global settlement. Agmt. ¶ 66. The Total Guaranteed Recovery will

consist of two payments to be paid within thirty days of the Settlement Effective Date[3]—a Total Initial Monetary Payment of $157.5 million, and a Second Settlement Payment of at least $4.5 million, broken down as follows:

- **Total Initial Monetary Payment to Class:** $157,500,000, equal to:
  - ***General Damages Payment:*** $40,500,000, representing settlement of, *inter alia*, all wage-and-hour claims, *id*. at ¶ 63(a);
  - ***Guaranteed MEC Payment:*** $25,000,000, representing settlement of all claims related to the MEC and Flex Plan, *id*. at ¶ 63(b); and
  - ***PTO Payment*****:** $92,000,000, representing settlement of all claims related to PTO. PPL shall reduce the PTO balances of members of the Settlement Class commensurately (the "PTO Reconciliation"), *id*. at ¶ 63(c)-(d).
- **Second Settlement Payment**: At least $4,500,000**,** to be drawn from two funds as follows:
  - ***Reserve Fund***: $4,500,000. PPL shall deposit $4,500,000 into a separate account held by the Settlement Administrator in escrow, until the amount of Additional MEC Funds has been determined through the final forensic accounting under Section V of the Agreement. *See id*. at ¶ 64.
  - ***Additional MEC Fund*****:** Monetary Value to Be Determined through forensic accounting of MEC funds in PPL's Health Plan Account as of April 30, 2027. *See id*. at ¶ 65; *see also infra* (Non-Monetary Relief); Pls' P. A. Br. at 10-11 (describing calculation of additional MEC Fund).

II. NON-MONETARY RELIEF

Per the Settlement Agreement, Plaintiffs' independent accounting/advisory firm Stout Risius Ross, LLC ("Stout") has conducted a series of forensic accountings of PPL's MEC and PTO funds in its Health Plan Account and PTO Account, respectively, and will conduct a final accounting at the end of the MEC claim period on April 30, 2027. Agmt. at ¶¶ 76-81. As a condition of settlement, as of April 30, 2026, PPL ended the mandatory enrollment of personal

[3] As defined in the Settlement Agreement, the "Settlement Effective Date" means the latest of the: (A) thirty (30) days after the Final Approval Order, provided no appeal is timely filed and the Final Approval Order has been duly filed with the Clerk of the Court; or (B) the date of the final adjudication of any appeals of the Final Approval Order or the expiration of any relevant period to appeal the Final Approval Order. Agmt. ¶ 48.

assistants into the MEC plan. *Id*. at ¶ 82. As a result, Settlement Class Members will receive additional wages of approximately $50 a month or $600 annually, for a total benefit to the Class of approximately $120 million over the next year, and more over the remainder of PPL's contract. In addition, Settlement Class Members will not experience coordination of benefits problems due to multiple sources of insurance coverage. *See* Pls.' P. A. Br. at 30.

Prior to this motion being filed, as provided in the Settlement Agreement, Stout conducted the interim forensic accounting of the PTO Account (which contains all unused PTO funds accrued through April 30, 2026) and the SSL Account (which contains all unused PTO funds accrued after April 30, 2026). That accounting determined that approximately $123 million remains in the PTO Account. Baran Decl. ¶ 33. Because this amount is greater than the $92 million PTO Payment agreed to, PPL will pay the full $92 million PTO Payment when it funds the settlement. When it does so, it will reconcile the balances of Class Members' PTO accounts to reflect the PTO Payment, as provided in the Parties' Settlement Agreement. Agmt. ¶ 63. The PTO Payment represents a monetization of accrued balances that would otherwise remain unused for many personal assistants due to the Program's structure and usage limits. *See* Preliminary Approval Brief at 27-29. As determined by the interim accounting, Settlement Class Members will still retain leftover PTO balances of approximately $30 million from the class period, in addition to approximately $27 million in PTO in the SSL account accrued since April 30, 2026. Baran Decl. ¶¶ 33-35.

III. ATTORNEYS' FEES, LITIGATION EXPENSES, SERVICE PAYMENTS, AND SETTLEMENT ADMINISTRATION EXPENSES

For the reasons set forth in Class Counsel's fee petition, and pursuant to the Settlement Agreement, Class Counsel seeks an award of attorneys' fees representing 15% of the Total Guaranteed Recovery, costs of $186,832.80, and settlement administration expenses of $450,000.

Agmt. at ¶¶ 67-68. In addition, Plaintiffs seek service awards of $15,000 each. *Id*. at ¶ 69. Plaintiffs seek these service awards, as described in the fee petition, because of the time and effort they have put into this litigation through to settlement, and the meaningful benefit they secured for the Settlement Class. *See* Pls.' P. A. Br. at 38; Baran Fee Decl. ¶¶ 86–98 (describing Plaintiffs' efforts as Class Representatives).

IV. RELEASED CLAIMS

For the consideration discussed above, Settlement Class Members will release PPL and PPL Releasees from all Released Class Claims (as defined in the Settlement Agreement) through June 23, 2026 (the Settlement Execution Date), including: (1) any and all claims raised on behalf of the Settlement Class that could have been raised on behalf of the Settlement Class based on the facts alleged in the First Amended Complaint, and (2) any and all wage-and-hour claims, including FLSA claims. Agmt. ¶¶ 84-85. Claims arising from events after June 23, 2026, are not released.

As a material term of the Settlement Agreement, the Parties agreed to the release of FLSA claims as part of the Rule 23 releases pursuant to the procedure approved by the Third Circuit in *Lundeen v. 10 West Ferry Street Operations LLC*, 156 F.4th 332 (3d Cir. 2025), and adopted by several other courts, as discussed in the preliminary approval briefing. *See* Pls' P. A. Br. at 31-35. Thus, class members who did not opt out of the Rule 23 class action waive the right to assert FLSA claims under the Settlement Agreement. At the hearing granting preliminary approval, the Court agreed that such a procedure was fair and reasonable. Hearing Tr. at 14:9-13 ("Following the guidance of the Third Circuit in *Lundeen v. 10 West Ferry Street Operations, LLC*, 1564332, Third Circuit 2025, the court finds that the release of FLSA claims by all settlement class members to be fair and equitable."). Here, the notices sent to the settlement class members were clear with regards

to their ability to opt-out and preserve their FLSA claims. Atticus Decl. Ex. C-E. For example, the e-mail notice approved by the court states:

> **"What claims am I releasing in the Settlement?**
>
> In exchange for the benefits provided by the Settlement, Class Members will release all claims asserted in this action, and give up the right to sue Public Partnerships LLC and related entities/individuals in the future for the same claims and for all wage and hour claims between March 1, 2025, and June 23, 2026. **This includes all claims under the Fair Labor Standards Act (FLSA), the New York Labor Law (NYLL), and the Home Care Worker Wage Parity Act.**
>
> Importantly, the above release includes claims arising under the FLSA, which is the federal minimum wage and overtime law.
>
> **Therefore, if you do not opt out from the Settlement, and the Court approves the Settlement, you will release any claims against Public Partnerships LLC under the FLSA, including any alleged unpaid wages owed under the FLSA and any available liquidated damages, through June 23, 2026.**

Atticus Decl. ¶ 11, Ex. C. And the postcard notice approved by the court states:

> **What claims am I releasing in this Settlement?** In exchange for the benefits provided by the Settlement, Class Members will release all claims asserted in this action, and give up the right to sue Public Partnerships LLC in the future for the same claims and for all wage and hour claims between March 1, 2025, and June 23, 2026. **This includes claims under the FLSA, NYLL, and the Wage Parity Act. The FLSA is the federal minimum wage and overtime law. If you do not opt out, and the Court approves the Settlement, you will waive the right to make a claim for any FLSA violations, through June 23, 2026**.

Atticus Decl. ¶ 17, Ex. E.

V. FINAL APPROVAL, DISTRIBUTION, AND UNCASHED FUNDS

Unless Settlement Class Members have requested otherwise, payments will be made by direct deposit to the last banking information available to PPL if such information is on file. Agmt. at ¶ 74. Based on the data provided by PPL to the Administrator, close to 90% of the Settlement

Class will receive payments this way. For the remainder of Settlement Class Members for whom PPL had no such banking information on file, the default payment method shall be by check mailed to the last address available to PPL if such information is on file. *Id*. Settlement Class Members can provide alternative banking information and update their contact information on the Settlement Website. *Id*.

Unclaimed amounts from the first distribution shall be reallocated to the Settlement Class and included the second distribution. *Id*. at ¶ 98. Funds not deposited within the 90-day check deadline shall be considered unclaimed. In the event that any unclaimed amounts remain in the Common Fund after the second distribution (or after the single distribution, if there is only one distribution), those remaining unclaimed amounts shall, if another distribution to the Settlement Class is impractical, be paid to Disability Rights New York as the designated *cy pres* beneficiary. *Id*. Given that there have been no objections, Plaintiffs anticipate there will be two distributions: one in the first quarter of 2027, and the other after the final accounting of the MEC has been completed. Baran Decl. ¶¶ 39-42; Agmt. ¶ 72.

ARGUMENT

The proposed Settlement Class satisfies all the standards for certification, and 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. Most notably, it has received the clear support of Class Members, as only a tiny fraction of the 200,000 Class Members have opted out, and none have objected. The Court should grant final certification of the Settlement Class and grant final approval of the Settlement.

VI. THE COURT SHOULD GRANT FINAL CERTIFICATION OF THE SETTLEMENT CLASS UNDER RULE 23.

In their motion for preliminary certification, Plaintiffs sought to certify a Rule 23

Settlement Class of "[a]ll current and former personal assistants who were paid through PPL as the statewide fiscal intermediary for services performed as part of CDPAP in New York City, Nassau County, Suffolk County, and/or Westchester County (collectively, "downstate personal assistants") at any time between March 1, 2025 and April 30, 2026." Pls.' P.A. Br. at 8-9. In its Order granting preliminary approval, the Court found that all the Rule 23(b)(3) factors (numerosity, commonality, typicality, adequacy, predominance, and superiority) were met for settlement purposes. P. A. Order at ¶ 2.

Having preliminarily certified the Settlement Class for settlement purposes, the Court should now grant final certification of the Settlement Class. The same reasons that supported preliminary certification support final certification here. *See* Pls.' P.A. Br. at 16-22.

VII. 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). In considering the final approval of a class settlement, courts examine both the negotiating process leading to the settlement and the settlement's substantive terms. *See Wal-Mart Stores, Inc. v. Visa U.S.A., Inc.*, 396 F.3d 96, 116 (2d Cir. 2005); *In re Citigroup Inc. Sec. Litig.*, 2014 WL 2112136, at *2-3 (S.D.N.Y. May 20, 2014). Courts examine procedural and substantive fairness in light of the "strong judicial policy favoring settlements" of class action

suits. *Wal-Mart Stores*, 396 F.3d at 116 (citation omitted). The provisions of Rule 23(e)(2)(C) and (D) listed above "are supplemented and often overlapped by the [*Grinnell* factors], which courts in this Circuit have traditionally considered when evaluating the fairness, reasonableness, and adequacy of the proposed settlement." *Hunter v. Blue Ridge Bankshares, Inc.*, 2025 WL 1649323, at *14 (E.D.N.Y. June 11, 2025) (internal quotations omitted).[4]

Here, for the same reasons the Court preliminarily found, and because of the overwhelmingly positive reaction of the Class, all applicable factors weigh in favor of approving the parties' Settlement. P. A. Order at ¶ 5. Accordingly, for the reasons explained in Plaintiffs' preliminary approval brief and for the following additional reasons, the Court should grant final approval of the Settlement.

A. The Proposed Class Representatives & Class Counsel Have Adequately Represented the Proposed Settlement Class - Fed. R. Civ. P. 23(e)(2)(A).

The adequacy of representation inquiry in the context of settlement approval generally follows that for determining adequacy in certifying a class. *See, e.g.*, *Ying v. All-Ways Forwarding of N.Y. Inc.*, 2025 WL 968586, at *6 (E.D.N.Y. Mar. 31, 2025). Plaintiffs Calderon, Fields, Folgar, and Pinchasi are adequate. They have seen this action through without trying to strike a deal for themselves over the proposed Settlement Class, have been engaged in advocating for the Settlement Class throughout these negotiations, and have remained in contact with Class Counsel throughout the length of the action. *See* Pls.' P.A. Br. at 19-20, 22-23. Moreover, each fit within the class definition and their interests are aligned with those of the class they represent. *See*

[4] The *Grinnell* factors include: (1) the complexity, expense and likely duration of the litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceedings and the amount of discovery completed; (4) the risks of establishing liability; (5) the risks of establishing damages; (6) the risks of maintaining the class action through the trial; (7) the ability of the defendants to withstand a greater judgment; (8) the range of reasonableness of the settlement fund in light of the best possible recovery; and (9) the range of reasonableness of the settlement fund to a possible recovery in light of all the attendant risks of litigation. *Hunter*, 2025 WL 1649323, at *14 (quoting *Moses v. New York Times Co.*, 79 F.4th 235, 244, n.4 (2d Cir. 2023)).

Campbell v. Bukhari Grp. LLC, 2025 WL 1874485, at *5 (E.D.N.Y. July 8, 2025) ("An adequate class representative is one who has an interest in vigorously pursuing the claims of the class and no interests antagonistic to the interests of other class members.") (cleaned up).

Where a class representative's interest is aligned with class members and class counsel are sufficiently experienced and qualified, that weighs in favor of approval. *See In re Glob. Crossing Sec. & ERISA Litig.,* 225 F.R.D. 436, 453 (S.D.N.Y. 2004). Given the Class Representatives' adequacy, as well as the adequacy, experience, and qualification of Class Counsel, *see* Baran P.A. Decl., ECF No. 55-2, at ¶¶ 84-119 (listing Class Counsel's qualifications), this factor weighs in support of final approval.

B. The Settlement Was Negotiated at Arm's Length - Fed. R. Civ. P. 23(e)(2)(B) and Grinnell Factor 3.

"Courts reviewing proposed settlements must also scrutinize the negotiating process, to ensure they resulted from arm's-length negotiations and that plaintiffs' counsel have possessed the experience and ability, and have engaged in the discovery, necessary to effective representation of the class's interests." *Hunter*, 2025 WL 1649323, at *14 (internal quotations omitted). As described in Plaintiffs preliminary approval brief, Class Counsel and PPL's counsel negotiated for approximately five months after receipt of data from PPL in October 2025. *See* Pls.' P.A. Br. at 23. The Parties also attended three full-day mediation sessions with two separate private mediators and participated in months of ongoing negotiations with Marc Isserles following the third mediation date. *Id.* All of this supports approval. *See*, *e.g.*, *Hunter*, 2025 WL 1649323, at *15 ("Involvement of a mediator during the settlement negotiation process weighs in favor of a finding of fairness[.]"); *Ying*, 2025 WL 968586, at *7 (finding settlement product of arms-length negotiations where parties negotiated for nearly a year).

C. Notice to Class Members Was Effective.

Here, class notice—which was distributed by electronic mail, text message, and post card, and posted on the Settlement Website and PPL's online portals regularly accessed by CDPAP workers—was "the best notice [] practicable under the circumstances." Fed. R. Civ. P. 23(c)(2)(B). Courts in this Circuit have regularly approved notice by email and/or text message only, particularly in similar cases with large classes that largely communicate with the defendant electronically. *See, e.g.*, *Ortega v. Uber Tech., Inc.*, 2018 WL 4190799, at *10–11 (E.D.N.Y. May 4, 2018) (approving notice solely by email, with mail only to undeliverable emails, because class members communicated with defendant corporation over email, demonstrating that they were "familiar and comfortable with email and the Internet") (internal citations omitted). The preliminarily approved notices, *see* ECF No. 55-3, Exs. 2-6, to Settlement Class Members included all essential information, including the nature of the action, class definitions, class claims, releases, a description of individual rights, and opt-out information. *See, e.g.*, *In re LIBOR-Based Fin. Instruments Antitrust Litig.*, 327 F.R.D. 483, 491 (S.D.N.Y. 2018).

To date, the Administrator has sent 199,299 text notices, 188,043 email notices, and 17,261 postcard notices. Atticus Decl. ¶ 19. In addition, data provided by the Settlement Administrator indicates that the Settlement Website has received well over 112,000 individual visits, and the Administrator has responded to several thousand inquiries by email and phone. Atticus Decl. ¶¶ 23-27. Class Counsel has also set up dedicated email addresses for Settlement Class Member inquiries, and have themselves responded to hundreds of inquiries. Baran Decl. ¶ 18.

To ensure adequate notice to non-English speaking Settlement Class Members, Class Counsel and the Administrator worked to provide translated documents (including the full notice, email notice, text notice, opt-out form, and withdrawal of opt-out form) in the top 14 non-English

preferred languages of personal assistants, based on data from PPL.[5] Baran Decl. ¶ 12. Those translated notices are available to Settlement Class Members on the Settlement Website. Atticus Decl. ¶ 22. Finally, Class Counsel has participated in 4 information sessions (in both English and Spanish) with approximately 2,800 attendees to answer frequently asked questions about the Settlement and make sure Settlement Class Members understood how to access information on the Settlement Website. Baran Decl. ¶¶ 20-28.

D. The Reaction of the Class Supports Final Approval - Grinnell Factor 2.

Atticus has received no objections to the Settlement, and only 36 opt-out requests, a tiny fraction of the 200,000 individuals to whom notice was sent. Atticus Decl. ¶¶ 29-30. For perspective, this represents approximately 0.02%, or roughly one out of every 5,550 potential Class Members. This overwhelmingly positive reception from Settlement Class Members themselves supports final approval. *See, e.g.*, *Pantelyat v. Bank of Am., N.A.*, 2019 WL 402854, at *7 (S.D.N.Y. Jan. 31, 2019) (finding that where only "tiny fraction," approximately 0.02%, of class of 245,000 account holders had opted out, reaction of the class weighed in favor of approval); *In re Warner Chilcott Ltd. Sec. Litig.*, 2009 WL 2025160, at *2 (S.D.N.Y. July 10, 2009) (no class member objections since preliminary approval supported final approval); *Local 1180, Comm'cn Workers of Am. v. City of New York*, 392 F. Supp. 3d 361, 375 (S.D.N.Y. 10`9) ("relatively small number of objections and opt-outs are indicative of the adequacy of the settlement") (citing *Wal-Mart*, 396 F.3d at 118); *In re Bear Stearns Cos., Inc. Securities, Derivative, and ERISA Litig.*, 909 F. Supp. 2d 259, 267 (S.D.N.Y. 2012) (finding that, where only 5.1% of the class opted-out and 1% submitted objections, this response "weighs strongly in favor of approval."); *Castagna v.*

[5] Specifically, notices are available in Spanish, Chinese (Simplified), Chinese (Traditional), Bengali, Russian, Albanian, Arabic, French, Haitian Creole, Hindi, Korean, Polish, Punjabi, and Urdu, available at https://www.publicpartnershipssettlement.com/notices-in-other-languages/.

Madison Square Garden, L.P., 2011 WL 2208614, at *5 (S.D.N.Y. June 7, 2011) ("The total absence of objections demonstrates Class Members' satisfaction with the Settlement's terms.").

In addition, Class Counsel and the Administrator have received many calls and messages from Settlement Class Members expressing their support with the Settlement and seeking to confirm they are covered by the Settlement so they can access its benefits. Baran Decl. ¶ 18; *see generally Charron v. Pinnacle Grp. N.Y. LLC,* 874 F. Supp. 2d 179, 197-98 (S.D.N.Y. 2012), *aff'd sub nom. Charron v. Wiener*, 731 F.3d 241 (2d Cir. 2013).

Class Counsel also presented at four information sessions about the Settlement. Baran Decl. ¶¶ 20-28. The reaction of the approximately 2,800 total attendees at the information sessions Class Counsel has participated in was very positive. *Id.* ¶¶ 22, 26, 28. This further supports approval.

Accordingly, the fractional opt-out rate and clearly positive response of the Settlement Class weighs heavily in favor of approval.

E. The Settlement Provides Adequate Relief to the Settlement Class - Fed. R. Civ. P. 23(e)(2)(C) and Grinnell Factors 1, 4-9.

1. The Settlement Represents a Fair Compromise that Provides Settlement Class Members with Significant Monetary and Non-Monetary Benefits.

As described in Plaintiffs' preliminary approval brief (and as summarized above, *see* Key Settlement Terms, *supra*), both the monetary and non-monetary benefits to the Settlement Class are significant and warrant approval. *See* Pls.' P.A. Br. at 24–31; *see also Davis v. J.P. Morgan Chase & Co.*, 827 F. Supp. 2d 172, 177 (W.D.N.Y. 2011) ("The court's task, then, is simply to decide whether the settlement agreement as written is fair, reasonable, and adequate, not whether the parties or the court could conceivably have come up with a 'better' agreement.") (internal citation omitted).

The Total Guaranteed Recovery of $162,000,000—which represents settlement of

Settlement Class Members' claims under the FLSA, NYLL, WPA, WTPA, ERISA, ESSTA, PSSLL, and all other Released Claims under the Settlement Agreement—will result in an average payment of approximately $680 per Settlement Class Member, with a high of approximately $1,885, and a median of approximately $656.[6] *See* Pls.' P.A. Br. at 9-11, 24; *see also* Hearing Tr. at 11:5-20 (describing monetary recovery). This payment is especially significant in light of the average weekly earnings of Settlement Class Members who are low-wage workers and earned approximately $628 a week (in 2025) and $644 a week (in 2026). Pls.' P.A. Br. at 41. Further, Settlement Class Members will receive funds allocated to the MEC plan not spent on valid claims or other expenses. *Id*. at 10, 26.

Settlement Class Members will receive this recovery as a cash payment, providing an immediate benefit to Settlement Class Members. *See generally Levy v. Endeavor Air Inc.*, 638 F. Supp. 3d 324, 329-30 (E.D.N.Y. 2022) (discussing the "time value of money" as a matter of economics, noting that "the delay in payment . . . necessarily means that plaintiffs were forced to wait to receive money that, as compared with when they should have received it, was, when they did receive it, worth less."). Further, because the Settlement provides average monetary relief comparable to or more than a weekly paycheck, the time-value of this money will be all the more significant for workers, many of whom live paycheck to paycheck. *See* Pls.' P.A. Br. at 41; *see also Mautner v. Hirsch*, 1992 WL 106318, at *8 n.2 (S.D.N.Y. May 4, 1992) ("[T]he Court is mindful of the fact that a proposed settlement that only amounts to a fraction of the best possible recovery may be reasonable and adequate.").

In addition to monetary relief, PPL has agreed to end the mandatory MEC Plan as part of the Settlement Agreement, which will result in additional wages of approximately $600 a year per

[6] This average payment could increase if there is money in the Additional MEC Fund. *See* Agmt. ¶ 65.

personal assistant, based on an average work week of 29 hours. Pls.' P.A. Br. at 10-11, 30-31. This relief amounts to a total benefit to the Settlement Class of approximately $120,000,000 per year. This benefit will continue to accrue over the remaining three years of PPL's contract with the State of New York. *Id.*; Hearing Tr. at 11:21-22 (as the Court observed, "[s]ettlement members will also receive non-monetary relief through the ending of the mandatory MEC health plan."). The end of the mandatory MEC plan also means that Settlement Class Members will not experience a coordination of benefits issue due to multiple sources of insurance coverage, which will benefit both current and future personal assistants. Pls.' P.A. Br. at 10-11, 30-31.

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

As discussed in Plaintiffs' preliminary approval brief, "[l]itigating this case to a final judgment would likely take years and require several rounds of motion practice and extensive discovery, including fact discovery and expert discovery." *Mikhlin v. Oasmia Pharm. AB*, 2021 WL 1259559, at *5 (E.D.N.Y. Jan. 6, 2021); *see* Pls.' P.A. Br. at 35-37. If this case had not settled, the Parties would have begun formal discovery and motion practice on PPL's contemplated motion to dismiss. *See* ECF No. 23. In other words, years of substantial litigation would remain absent a settlement at this juncture. Hearing Tr. at 11:1-4 (holding that "in the absence of settlement, the cost of further litigation, including formal discovery, class certification, motion practice and trial would be significant."). "Unquestionably, continued litigation would be complex and result in the significant expenditure of time, money, and other resources." *Caccavale v. Hewlett-Packard Co.*, 2025 WL 882220, at *7 (E.D.N.Y. Mar. 14, 2025). As discussed in Plaintiffs' preliminary approval briefing, absent settlement, PPL would assert various arguments and defenses that create additional litigation risks, including the propriety of class certification, arguments about the relatively-novel claims brought under the WPA, and joint employer status. *See* Pls.' P.A. Br. at 36.

In sum, the cost, risk, and delay—including the complexity, expense and likely duration of

the litigation and risk of establishing liability and damages, as well as maintaining a class—support final approval.

3. The Proposed Method of Distributing Relief Is Effective and Equitable – Fed. R. Civ. P. 23(e)(2)(C)(ii), (D).

As discussed in Plaintiffs' preliminary approval brief, settlement payments (other than the unpaid bonus claim of $50 per eligible Settlement Class Member) will be largely apportioned on a *pro rata* basis based on hours worked using updated data provided by PPL and analyzed by Plaintiffs' expert. *See* Pls.' P.A. Br. at 37-39. Courts have routinely held that *pro rata* allocations are fair and reasonable. *See, e.g., Gonzales v. 27 W.H. Bake, LLC*, 2018 WL 1918623, at *3 (S.D.N.Y. Apr. 20, 2018) (finding pro rata distribution fair and reasonable); *Sapozhnikov v. New York Cmty. Bank*, 824 F. Supp. 3d 242, 254 (E.D.N.Y. 2026) (same); *Satterly v. Airstream, Inc.*, 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 claims of and harm allegedly suffered by the settlement class members and will provide them with a proportionate share of the settlement funds."). And Class Members who will receive a relatively smaller *pro rata* share of the Settlement will nonetheless benefit from valuable non-monetary relief in the form of PPL's decision to end the MEC Plan. *See Jermyn v. Best Buy Stores, L.P.*, 2012 WL 2505644, at *7 (S.D.N.Y. June 27, 2012) (recognizing value of injunctive relief). The remaining factors that determine apportionment—and, in particular, the fact that Class Members' PTO payments will be calculated based on their current unused PTO balances—are also reasonable.

Further, as discussed above, the actual methods of payment—which primarily rely on deposits into the same bank accounts Settlement Class Members receive their pay in every week from PPL, and checks for everyone else—will ensure that people receive payments quickly and effectively. *See Lashambae v. Cap. One Bank, N.A.*, 2020 WL 13572819, at *3 (E.D.N.Y. Oct. 21,

2020) ("proposed method of distributing relief to the Class by direct deposit and check is fair, reasonable and adequate").

4. The Settlement—After Accounting for Attorneys' Fees, Costs, Administration Costs, and Service Awards—Is Within the Range of Reasonableness in Light of the Best Possible Recovery & All Attendant Litigation Risks.

As noted in Plaintiffs' preliminary approval brief, the $162 million settlement payment and associated non-monetary relief are well within the range of reasonableness. *See* Pls.' P.A. Br. at 39-41. The Court agreed, preliminarily finding the Settlement to be within the range of reasonableness. P. A. Order ¶ 5. Before finding the settlement reasonable, the Court considered the many risks, including: (1) the very limited WPA caselaw and novel theories advanced by Plaintiffs; (2) whether it is permissible to allocate WPA compensation to mandated leave; (3) whether recent amendments to NYLL § 198 that limit liquidated damages in limited circumstances and have not yet been definitively interpreted by the courts would limit late-pay damages in this case; (4) whether PAs are employees of PPL for purposes of FLSA and NYLL liability; (5) whether unpaid work was unauthorized by Medicaid; (6) whether allegedly unauthorized work is compensable; (7) whether registration bonuses were unpaid due to incomplete or untimely submissions by PAs, potentially sharply limiting the number of PAs who could recover for this claim; (8) whether individualized differences might come to light and thwart class certification; and finally, (9) whether Supreme Court doctrinal changes in the area of class actions may limit recovery. Indeed, the Court found that "the settlement is fair and reasonable, and while the recovery per plaintiff may be lower than the overall potential recovery, the parties have identified significant litigation risks and costs justifying the settlement." Hearing Tr. at 13:13-18.

The settlement provides for significant monetary relief. Based on Plaintiffs' counsel's data expert, approximately 50,000 Settlement Class Members (i.e., approximately 25% of the

Settlement Class) will receive estimated payments between $680 and $1,006—which is more than a week of average pay. *See* Pls.' P.A. Br. at 40. Another approximately 50,000 Settlement Class Members (25% of the Settlement Class) will receive estimated payments between $1,006 and $1,885. *Id*. As described above, this is significant relief in light of the fact that courts regularly approve less fulsome recoveries. *See Mikhlin*, 2021 WL 1259559, at *9 ("Courts in this Circuit commonly find that settlements for less than half of potential damages are within the range of reasonableness."). The Settlement Agreement also provides much of the non-monetary relief initially demanded, most importantly the termination of the mandatory MEC plan.

Further, because the amount Class Counsel are petitioning for to cover fees, costs, and administration expenses is equal to a combined 15.39% of the Total Guaranteed Recovery, the Net Settlement Fund is anticipated to be at least $137,063,000, of which only $60,000 would be allocated to service awards, as discussed below. *See* Pls.' P.A. Br. at 38-39, 41-44; Baran Decl. ¶ 45; *see also* Pls' Fee Pet. (filed concurrently). As described in Plaintiffs' concurrently filed Fee Petition, the attorneys' fees requested represent less than half of those typically approved in class action settlements and are limited to less than one-sixth of the Total Guaranteed Recovery. *Id.* Class Counsel have collectively spent significant amounts of time achieving a meaningful result for the Settlement Class. Baran Fee Decl. ¶ 7. This settlement is one of the largest wage-and-hour class actions settlements reached both in New York and nationwide—and this Court has already preliminary found that Plaintiffs' requested fees are fair and reasonable, contingent on the submission of contemporaneous billing records. Hearing Tr. at 13:22-14:3. Similarly, the settlement administration costs—which were arrived at after a very competitive bidding process—only amount to approximately one-quarter of one percent of the Total Guaranteed Recovery. *Id.* Accordingly, and as the Court already found at the preliminary approval hearing, the fees and costs

proposed here are reasonable and appropriate settlement terms.

5. The Service Awards Sought Are Reasonable and Appropriate.

Class Representatives seek $15,000 each as service payments for their work in this action. *See* Pls' P.A. Br. at 38-39. This is reasonable in light of the risk each of the Class Representatives undertook in bringing these claims—actions which involved still somewhat novel legal claims—as well as their dedicated services rendered throughout the litigation, including their assistance with Class Counsel's factual investigations, preparation of the complaints in the action, and participation in nearly a year of lengthy, complex settlement negotiations including three daylong mediation sessions in order to obtain the relief here. *See Zhu v. Wanrong Trading Corp.*, 2024 WL 4351357, at *13 (E.D.N.Y. Sept. 30, 2024) (approving awards of $20,000 and $10,000 and noting that the class representatives in that employment class action had to weigh "'significant potential risk of retaliation'" in pursuing class action, and had "'put their ability to secure future employment at risk'" by participating in class action litigation).

These service awards are also within the range of those typically approved in employment class actions in this Circuit. *See, e.g., Flores v. Anjost Corp.*, 2014 WL 321831, at *10 (S.D.N.Y. Jan. 29, 2014) (collecting cases approving service awards of $10,000 to $45,000 in wage and hour class/collective actions); *Sapozhnikov*, 824 F. Supp. 3d at 257 (approving service awards of $15,000); *Reyes v. Altamarea Grp., LLC*, 2011 WL 4599822, at *9 (S.D.N.Y. Aug. 16, 2011) (approving three service awards of $15,000 from a $300,000 settlement). Accordingly, the service awards here are fair and reasonable and should be approved.

6. There Are No Agreements Required to Be Identified under Rule 23(e)(3) – Fed. R. Civ. P. 23(e)(2)(C)(iv).

There are no side agreements to be disclosed, and the Settlement Agreement is the Parties' only agreement apart from the Term Sheet in this matter, which the Agreement superseded. *See*

Pls. P.A. Br. at 44.

VIII. THE COURT SHOULD ALSO APPROVE THE SETTLEMENT UNDER *CHEEKS*.

To determine whether a settlement is fair and reasonable under the FLSA, the Court typically conducts a "*Cheeks* review" and:

> consider the totality of circumstances, including but not limited to the following factors: (1) the plaintiff's range of possible recovery; (2) the extent to which the settlement will enable the parties to avoid anticipated burdens and expenses in establishing their respective claims and defenses; (3) the seriousness of the litigation risks faced by the parties; (4) whether the settlement agreement is the product of arm's-length bargaining between experienced counsel; and (5) the possibility of fraud or collusion.

Campbell, 2025 WL 1874485, at *4 (citing *Cheeks v. Freeport Pancake House, Inc.*, 796 F.3d 199 (2d Cir. 2015)). A *Cheeks* review essentially mirrors the Rule 23 review, such that "courts routinely approve FLSA settlements where they satisfy the requirements for a Rule 23 settlement." *Campbell*, 2025 WL 1874485, at *12 (citing cases); *see also Wolinsky v. Scholastic, Inc.*, 900 F.Supp.2d 332, 335 (S.D.N.Y. 2012) *(*reciting FLSA settlement considerations including the range of possible recovery, avoidance of burdens and expenses, arm's-length negotiations, and litigation risks).

Further, the Court has already determined that the release of FLSA claims as part of the Rule 23 opt-out process is fair and reasonable. And as noted above, the notices that were sent to Settlement Class Members provided clear notice that they would be releasing FLSA claims if they did not opt out.

Given the foregoing discussion of the fairness and reasonableness of the Settlement under Rule 23, the Court should also grant approval under *Cheeks* and the FLSA.

CONCLUSION

For all the above reasons, the Court should grant Plaintiffs' instant motion and enter the attached Final Approval Order to (1) grant final certification of the Settlement Class and (2) grant

final approval of the Rule 23 Settlement, including pursuant to *Cheeks*.

Dated: New York, New York
October 19, 2026

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CERTIFICATE OF COMPLIANCE

Pursuant to Local Civil Rule 7.1 and the Individual Practice Rules of Magistrate Judge Lara K. Eshkenazi, I certify that the above Memorandum of Law in Support of Plaintiffs' Unopposed Motion for Final Class Certification and Final Approval of Settlement was prepared using a computer, and that it contains 7,235 words, and therefore complies with Local Civil Rule 7.1.

This word count excludes the parts of the document exempted by the Local Rules (specifically: the caption, table of contents, table of authorities, signature block, and any required certificates of service). In preparing this certification, I have relied on the word-count function of the word-processing system (Microsoft Word) used to prepare this document.

Dated: New York, NY
October 19, 2026

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