

MOTION 11/11/17 (SM)  
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JR NO ER FBCE JR  
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COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss

SUPERIOR COURT  
DEPARTMENT OF  
THE TRIAL COURT

LINDI GOMEZ,  
individually and on behalf of all others  
similarly situated,

Plaintiff,

C. A. No. 15-00808-BLS2

v.

RIGHT AT HOME, LLC, KENNEY  
ENTERPRISES, LLC d/b/a RIGHT AT  
HOME, JAY KENNEY, and  
ROSALEEN DOHERTY,

Defendants.

**ORDER APPROVING CLASS ACTION SETTLEMENT**

Plaintiff Lindi Gomez, through counsel, has submitted to the Court an Assented to Motion For Approval of Class Action Settlement. The motion seeks approval of the parties' Settlement Agreement,<sup>1</sup> approval of Class Counsel's attorneys' fees, and approval of the incentive award to Ms. Gomez.

On June 15, 2017, this Court approved the issuance of notice to Settlement Class Members regarding the settlement, and a hearing on approval of the Class Action Settlement was set for September 12, 2017. Notice was given to all Settlement Class Members pursuant to the terms of the Order.

This Court has reviewed the papers filed in support of the Motion, including the

<sup>1</sup> Unless otherwise provided herein, all capitalized terms in this Order shall have the same meaning as those terms in the Settlement Agreement as amended.

Settlement Agreement and the exhibits thereto, memoranda and arguments submitted on behalf of the Settlement Class and the Defendants, and supporting affidavits. The Court held a hearing on September 12, 2017, at which time the parties and all other interested persons were heard in support of the proposed settlement.

Based on the papers filed with the Court and the presentations made to the Court by the parties and by other interested persons at the hearing, it appears to the Court that the Settlement Agreement is fair, adequate, and reasonable. Accordingly,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. The Court has jurisdiction over the subject matter of this litigation and over all parties to this action, including all Settlement Class Members, as such term is defined in the Settlement Agreement.
2. The Court has determined that the Notice given to Settlement Class Members fully and accurately informed Settlement Class Members of all material elements of the proposed settlement and constituted valid, due, and sufficient notice to all Settlement Class Members.
3. All Settlement Class Members are bound by the settlement.
4. The Court grants final approval to the settlement of this action in accordance with the terms of the Settlement Agreement and finds that the settlement is fair, reasonable, and adequate in all respects.
5. The Court orders the parties to the Settlement Agreement to perform their obligations thereunder pursuant to the terms of the Settlement Agreement. The Court orders that Kenney Enterprises, LLC, shall make payment to the Settlement

Administrator, in amounts and on terms as more fully set forth in the Settlement Agreement.

6. The Court dismisses the action, and all claims and causes of action asserted therein, on the merits and with prejudice, as to all Settlement Class Members. This dismissal is without costs to any party, except as specifically provided in the Settlement Agreement.

7. The Court adjudges that the Class Representative and all Settlement Class Members shall, to the extent provided by the Settlement Agreement, conclusively be deemed to have released and discharged the Defendants from any and all settled claims of any Settlement Class Member to the extent provided in the Settlement Agreement, and upon performance of the settlement obligations.

8. Without affecting the finality of this Order on Final Approval in any way, the Court retains jurisdiction over: (a) implementation and enforcement of the Settlement Agreement pursuant to further orders of the Court until the final judgment contemplated hereby has become effective and each and every act agreed to be performed by the parties hereto shall have been performed pursuant to the Settlement Agreement; (b) any other action necessary to conclude this settlement and to implement the Settlement Agreement; and (c) the enforcement, construction, and interpretation of the Settlement Agreement.

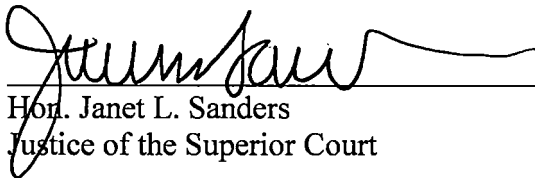
9. The Court approves of Class Counsel attorneys' fees, costs and expenses in the amount of \$1,41,666.67. The Settlement Administrator shall pay these amounts to Class Counsel from the Settlement Fund as provided in the Settlement Agreement.

10. The Court approves the incentive payment to the Class Representative, Lindi Gomez, of \$7,500. The Settlement Administrator shall pay this amount to Ms. Gomez from the Settlement Fund as provided in the Settlement Agreement.

11. Neither this Order on Final Approval nor the Settlement Agreement is an admission or concession by Defendants of any fault, omission, liability, or wrongdoing. This Order on Final Approval is not a finding of the validity or invalidity of any claims in this action or a determination of any wrongdoing by Defendants. The final approval of the Settlement Agreement does not constitute any opinion, position, or determination of this Court, one way or the other, as to the merits of the claims and defenses of Defendants or the Settlement Class Members.

IT IS SO ORDERED.

DATED: 9/14, 2017

  
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Hon. Janet L. Sanders  
Justice of the Superior Court