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2 A Limited Liability Partnership
3 Including Professional Corporations

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16 Solutions Inc. and Gevork G. Gevojanyan

17 *Additional Counsel and Parties Listed on Next Page*

18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

19 **COUNTY OF LOS ANGELES**

20 NINA JACKSON, individually and on behalf of
21 all others similarly situated,

22 Plaintiff,

23 vs.

24 QUANTUM BEHAVIORAL SOLUTIONS,
25 INC., a California corporation; GEVORK G.
26 GEVOJANYAN, an individual; and DOES 1
27 through 20, inclusive,

28 Defendants.

Case No. 21STCV12389

**AMENDMENT TO CLASS ACTION
AND PAGA SETTLEMENT
AGREEMENT**

Dept.: 12, Spring Street Courthouse

Judge: Hon. Carolyn B. Kuhl

[Assigned for all purposes]

Action Filed: April 1, 2021

Trial: T.B.D.

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5 Counsel for Plaintiff and the Proposed Classes
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1 Pursuant to the Class Action and PAGA Settlement (“Settlement”) entered into on or about
2 April 23, 2024, Plaintiffs Nina Jackson (“Plaintiff”) and Defendants Quantum Behavioral Solutions,
3 Inc. (“Quantum”) and Gevork G. Gevojanyan (“Gevojanyan”), (collectively, Defendants”), through
4 their respective counsel of record, hereby enter into this Amendment to the Settlement
5 (“Amendment”).

6 1. Paragraph 3.2 is amended as follows:

7 3.2 Release and Waiver of Claims By PAGA Members

8 Upon the Effective Date, subject to Quantum’s payment of the
9 Settlement Amount, and by operation of the Final Approval Order,
10 Plaintiff, the LWDA, and each and all PAGA Members, on behalf of
11 themselves and their respective former and present representatives,
12 heirs, successors, assigns, administrators, and/or agents, will be
13 deemed to have fully and finally released and discharged the Released
14 Parties, and each of them, from all liability, causes of action and and/or
15 claims for civil penalties arising or accruing under PAGA during the
16 PAGA Period that were alleged or reasonably could have been alleged
17 based on the facts and legal theories alleged in Plaintiff’s March 30,
18 2021 PAGA Notice, Plaintiff’s May 12, 2021 amended PAGA Notice,
19 and the Second Amended Class Action Complaint, including, but not
20 limited to, alleged violations of Labor Code sections 201, 202, 203,
21 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12,
22 1194, 1194.2, 1197, 1197.1, 1198.1, 1198, 1198.5, 2699 et seq., and
23 2802; and shall further release the Released Parties from any claims
24 and/or liability for interest and all attorneys’ fees and costs available
25 under PAGA arising out of the facts asserted in the Second Amended
26 Class Action Complaint for the aforementioned Labor Code violations
27 (“PAGA Members’ Released Claims”). A PAGA Member is subject
28 to this release even if the PAGA Member is not a Participating Class
Member.

2. Any ambiguities, inconsistencies, or differences between this Amendment and the
Stipulation and exhibits thereto shall be interpreted in favor of this Amendment.

3. Except as otherwise expressly set forth herein, all of the terms of the Settlement are
hereby incorporated into this Amendment by reference. This Amendment is not intended and shall
not be construed to alter any other provision of the Settlement in any way, shape, or form.

4. This Amendment may be signed in one or more counterparts and electronic signatures
are acceptable. All executed copies of this Settlement Agreement, and photocopies thereof (including

1 facsimile copies of the signature pages), shall have the same force and effect and shall be as legally
2 binding and enforceable as the original.

3 **CUSTIS LAW, P.C.**

4
5 Dated: May 31, 2024

6 By:



Keith Custis

7 Attorneys for Plaintiff
8 NINA JACKSON

9
10 **SHEPPARD, MULLIN, RICHTER & HAMPTON**
11 **LLP**

12 Dated: May 31, 2024

13 By:

/s/ Michael Campbell

14 Michael Campbell

15 Attorneys for Defendants Quantum Behavioral
16 Solutions Inc. and Gevork G. Gevojanyan
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