

1 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

2 A Limited Liability Partnership
3 Including Professional Corporations

4 GREG S. LABATE, Cal. Bar No. 149918

5 glabate@sheppardmullin.com

6 650 Town Center Drive, 10th Floor
7 Costa Mesa, California 92626-1993

8 Telephone: 714.513.5100

9 Facsimile: 714.513.5130

10 BERNICE DIAZ, Cal. Bar No. 329246

11 bdiaz@sheppardmullin.com

12 501 West Broadway, 18th Floor
13 San Diego, California 92101-3598

14 Telephone: 619.338.6500

15 Facsimile: 619.234.3815

16 MICHAEL T. CAMPBELL Cal. Bar No. 293376

17 mcampbell@sheppardmullin.com

18 1901 Avenue of the Stars, Suite 1600
19 Los Angeles, CA 90067-6055

20 Telephone: 310.228.3700

21 Facsimile: 310.228.3701

22 Attorneys for Defendants Quantum Behavioral
23 Solutions Inc. and Gevork G. Gevojanyan

24 *Additional Counsel and Parties Listed on Next Page*

25 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

26 **COUNTY OF LOS ANGELES**

27 NINA JACKSON, individually and on behalf of
28 all others similarly situated,

Plaintiff,

vs.

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

Defendants.

Case No. 21STCV12389

**SECOND 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.

1 Keith A. Custis (SBN 218818)
2 kcustis@custislawpc.com
3 **CUSTIS LAW, P.C.**
4 2121 Avenue of the Stars, Suite 800
5 Los Angeles, California 90067
6 Telephone: (213) 863-4276

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Counsel for Plaintiff and the Proposed Classes

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

1. Paragraph 6 is amended as follows:

6. Mailing of the Class Notice

Within twenty one (21) calendar days following notice by Plaintiff or the Court of the Preliminary Approval Order, Quantum shall provide the Administrator with the Class List and Data in readable Microsoft Excel spreadsheets. The Class List and Data shall not be shared with Class Counsel.

Within fifteen (15) calendar days after the Administrator’s receipt of the Class List and Data, the Administrator shall mail the Class Notice to the Class Members via first-class regular U.S. mail. Class Members will have forty-five (45) calendar days from the mailing of the Class Notice to submit a Request for Exclusion (as further defined below), dispute, or objection. The date of initial mailing of the Class Notice by the Administrator to the Class Members is the “Initial Mailing.” Prior to mailing the Class Notice to Class Members, the Administrator will perform one search based on the National Change of Address Database information to update and correct the Class List and Data for any known or identifiable address changes.

If, within forty-five (45) calendar days of the Initial Mailing, a Class Notice is returned with a forwarding address, then within five (5) calendar days of receiving the undeliverable Class Notice, the Administrator shall forward the original Class Notice to the updated address via first-class regular U.S. mail indicating on the Class Notice the date of such re-mailing. If a Class Notice is returned within forty-five (45) calendar days of the Initial Mailing as undeliverable without a forwarding address, then within five (5) calendar days of receiving the undeliverable Class Notice, the Administrator will promptly attempt to determine the correct address using a skip-trace search, and will perform a single re-mailing to any addresses located indicating the date of the re-mailing on the Class Notice. Efforts to locate updated addresses for returned mail shall continue throughout the 45 day notice period. Those Class Members who receive a re-mailed Class Notice (as a result of the Administrator locating an updated address by way of skip-trace search, forwarding address provided by the post office, or

request from the Parties or Class Members), will have the later of (a) fifteen (15) calendar days from the date the Class Notice is re-mailed or (b) the Response Deadline to postmark a Request for Exclusion, objection, or dispute regarding Workweeks or PAGA Workweeks to the Administrator.

In the event that the procedures in this Section are followed and the intended recipient of a Class Notice still does not receive the Class Notice, the intended recipient shall be bound by all terms of the Settlement and any Final Approval Order and Final Judgment entered by the Court if the Settlement is approved by the Court. In the event the procedures in this Section are followed and a Class Member does not ultimately return a Request for Exclusion and/or the Request for Exclusion is rejected by the Administrator, the Class Member shall be deemed a Participating Class Member and will be bound by all terms of the Settlement and any Final Approval Order and Final Judgment entered by the Court if the Settlement is approved by the Court.

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

CUSTIS LAW, P.C.

Dated: August 16, 2024

By:



Keith Custis

Attorneys for Plaintiff
NINA JACKSON

Signatures continue on the following page

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**SHEPPARD, MULLIN, RICHTER & HAMPTON
LLP**

Dated: August 16, 2024

By: Michael Campbell
Michael Campbell

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