

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF BRONX**

ROSALIE MORAN CEDENO and MARIE L. PIERRE, individually and on behalf of all other persons similarly situated who were employed by AMAZING HOME CARE SERVICES, LLC, AMAZING HOME CARE PROVIDERS, INC. and INTERGEN HEALTH, LLC, along with other entities affiliated or controlled by AMAZING HOME CARE SERVICES, LLC, AMAZING HOME CARE PROVIDERS, INC. and INTERGEN HEALTH, LLC,

Index No.: 42061/2019E

Plaintiffs,

against.

AMAZING HOME CARE SERVICES, LLC, AMAZING HOME CARE PROVIDERS, INC., INTERGEN HEALTH, LLC and/or any related entities, and JOSEPH STEINFELD a/k/a JOSEPH TENFELD, individually,

Defendants.

NOTICE OF SETTLEMENT OF CLASS ACTION LAWSUIT

TO: Each and every person who is or was employed by Amazing Home Care Services, LLC, Amazing Home Care Providers, Inc., Intergen Health, LLC, and Joseph Steinfeld a/k/a Joseph Stenfeld (collectively “Defendants” or “Amazing”) to provide personal care, assistance, health-related tasks and other home care services to Amazing’s clients within the State of New York at any time during the period from April 1, 2012 and March 4, 2022. Collectively, all Class Members are referred to as the “Class” or “Settlement Class”.

PLEASE READ THIS NOTICE CAREFULLY

This Notice relates to a proposed settlement of unpaid wage claims by individuals who worked as Home Health Care Workers for Amazing in New York at any time from April 1, 2012 and March 4, 2022 (the “Relevant Period”). This notice has been authorized by the New York Supreme Court, Bronx County. It contains important information as to your right to receive a settlement check, to object to the settlement, or to elect not to be included in the settlement by withdrawing from the case (“opt-out”).

Named Plaintiffs Rosalie Moran Cedeno and Marie L. Pierre have brought this action on behalf of themselves and the Settlement Class, under the New York Labor Law (“NYLL”), alleging that Amazing did not pay Class Members the minimum wage rate for all hours worked, all overtime compensation owed or “spread of hours” compensation, and failed to pay the hourly wage and benefits required by N.Y.C. Admin. Code § 6-109 (the “Living Wage Law”) and the New York Public Health Law § 3614-c (“Wage Parity Act”). Named Plaintiffs Rosalie Moran Cedeno and Marie L. Pierre also allege that when Class Members worked 24-hour “Live-in” shifts, they did not always receive the required amount of sleep and meal breaks, and, in those instances, should be paid for all 24 hours. Named Plaintiffs Rosalie Moran Cedeno and Marie L. Pierre sought to recover these unpaid wages and benefits allegedly owed to Class Members (collectively, the “Class Claims”).

Amazing denies that it owes any unpaid wages or benefits, but has agreed to settle the Class Claims to avoid the expense of further litigation. The Court has not decided who is right and who is wrong in this lawsuit. Your legal rights may be affected, and you have a choice to make now. These rights and options are summarized below and are fully explained in this Notice.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

PARTICIPATE	As described more fully below, if you wish to participate in this settlement, you must submit a properly completed Claim Form enclosed with this Notice. In addition, you should complete and sign the W-9 Form also enclosed with this Notice. You should receive your settlement check approximately 90 days after this settlement is approved by the Court. The information provided on the Claim Form and W-9 Form is strictly confidential and will only be used to prepare your settlement check.
EXCLUDE YOURSELF	If you wish to exclude yourself (“opt-out”) from the lawsuit, you must follow the directions outlined in response to Question 6 below.
OBJECT	If you wish to object to the settlement, you must write to us, at the address listed in response to Question 10 below, about why you believe the settlement is unreasonable, and must do so no later than July 18, 2022 . If the Court rejects your objection, you will still be bound by the terms of the settlement for claims under New York Law unless you submit a valid and timely letter clearly stating your intention to opt-out of this lawsuit and proceed on your own.

1. Why did I receive this notice?

You have received this notice because records indicate that you worked as a Home Health Care Worker for Amazing during the Relevant Period.

2. Why is there a settlement?

Virginia & Ambinder, LLP and Bouklas Gaylord, LLP (collectively “Class Counsel”), with the assistance of a certified public accountant, have analyzed and evaluated the merits of the Class Claims made against Defendants, engaged in numerous discussions with Defendants’ attorneys, as well as the class representatives. The parties to this settlement have also participated in numerous mediation sessions with Martin Scheinman, Esq. Based upon Class Counsel’s analysis of the data, relevant law, and the substantial risks of continued litigation, including the possibility that the litigation, if not settled now, might result in a recovery that is less favorable and/or that would not occur for several years, Class Counsel entered into this proposed settlement. The Defendants have denied and continued to deny the allegations in the lawsuit and are entering into the settlement without admitting any wrongdoing. Nevertheless, the Defendants wish to ensure that all of their Home Health Care Workers are fully and properly paid for all work that they have performed, and Defendants wish avoid time, cost and risks inherent in litigation.

3. How is the settlement amount calculated?

If you elect to participate in this settlement, you will be deemed a “Claimant.” Claimants shall receive an allocated share of the Settlement Fund pursuant to a calculation based on the Claimant’s classification as a “Live-in HHA or “Hourly HHA.” Live-in HHA’s are defined as Claimants who performed one or more 24-hour shifts during the Relevant Period. Hourly HHA’s are defined as Claimants who were paid on an hourly basis for work performed on shifts other than 24-hour shifts. A Class Member and Claimant may be categorized as both a “Live-in HHA” and an “Hourly HHA” if work was performed in both categories during the settlement period.

As further described in the Settlement Agreement, your settlement allocation shall be computed according to a number of formulas depending on your employment classification (Live-in or Hourly), as well as when you worked for Amazing:

Pre-2021 Live-in HHA Claims: Those designated as Live-in HHA Claimants shall receive an allocation in the amount of \$79.75 for each reported 24-hour shift, if any, worked during the period April 1, 2012 through and including December 31, 2020. The gross sum of \$79.75 represents payment for 5.5 hours at \$14.50 per hour, the average statutory wage during the Relevant Period inclusive of professional fees and costs, service awards, Reserve Fund and Claims Administration fees.

Post-2020 Live-in HHA Claims: Those designated as Live-in HHA Claimants shall receive an allocation in the amount of \$30.00 for each reported 24-hour shift worked, if any, during the period January 1, 2021 through and including March 4, 2022.

Hourly HHA Claims: Each Hourly HHA Claimant’s share of the Hourly Claim Allocation will be determined by dividing the total number of hours of Covered Work (as defined in Section 1.8 of the Settlement Agreement) performed by the Hourly HHA Claimant during the Relevant Period, excluding hours worked on live-in cases, by the total number of hours of Covered Work, excluding hours worked on live-in cases, by all Hourly HHA Class Members during the Relevant Period, and then multiplying this quotient by \$800,000. Live-in HHA Class Members who also performed non-live-in Covered Work shall be permitted to participate for non-live-in Covered Work.

4. Procedures

If you wish to receive your settlement allocation you must submit the enclosed Claim Form on or before **July 18, 2022**. In addition, you should complete and sign the W-9 Form. You have a right to participate in this settlement regardless of your immigration status.

The information provided on the Claim Form, W-9 Form is strictly confidential and will only be used to prepare your settlement check.

By electing to participate in the settlement you will be releasing and fully resolving those claims described in the Claim Form.

5. Settlement Fund

Amazing has agreed to pay a sum not to exceed Fourteen Million Five Hundred Thousand Dollars (\$14,500,000), which represents the maximum potential amount that could possibly be paid to all Class Members to fully resolve and satisfy all Released Class Claims, Released Claimant Claims, all alleged damages, interest thereon, plus Class

Counsel’s attorneys’ fees, interest, costs and expenses, Settlement Claims Administrator’s fees and costs, Service Awards of up to \$15,000 to the Named Plaintiffs, the Reserve Amount, and any other damages, costs or expenses arising out of the Litigation.

6. How do I exclude myself from the settlement?

You may exclude yourself (“opt-out”) from this case if you do not want to receive a settlement payment, but you want to maintain your right to sue Amazing on your own. To withdraw from this case you **must** submit an opt-out statement. Your statement **must** include your name, address, and telephone number and you should indicate that you wish to opt-out of this lawsuit. To be effective, your opt-out statement **must** be faxed, emailed or mailed via First Class Mail to the address below, and postmarked by **July 18, 2022**.

Amazing Class Action Settlement Claims Administrator
c/o Arden Claims Service LLC
PO Box 1015
Port Washington, NY 11050
Tel: 877-623-2703 | Fax: 516-888-3501
Email: info@ardenclaims.com

7. What happens if I do not opt-out by July 18, 2022?

If you fail to opt-out by **July 18, 2022** then you will automatically be part of this settlement. If you file the enclosed Claim Form, you will be entitled to receive your allocated share of the settlement. If you do nothing, you will still be part of the settlement, however, you will not receive anything and your claim in this case against Amazing under the New York Labor Law for unpaid wages, overtime, spread of hours pay, wages and benefits under the Wage Parity Act and Living Wage law, wage notice and wage statement violations and damages will be dismissed with prejudice by the Court.

8. If I exclude myself (“opt-out”), can I get money from this settlement?

No. If you exclude yourself, you will not receive any money from this lawsuit.

9. How will the lawyers be paid?

LaDonna Lusher, Esq. and Lloyd Ambinder, Esq. of Virginia & Ambinder, LLP, 40 Broad Street, 7th Floor, New York, New York 10004, 212.943.9080 and James Bouklas, Esq., and Mark Gaylord, Esq., Bouklas Gaylord, LLP, 357 Veterans Memorial Highway, Commack, New York 11725, 516.742.4949 represent you in this case. Class Counsel will petition the Court for an award of attorneys’ fees and costs of up to Two Million Seven Hundred Thousand dollars (\$2,700,000) or 18.6% of the Settlement Fund inclusive of their actual litigation expenses and costs. The Court-approved fee will pay Class Counsel for investigating the facts, litigating the lawsuit, and negotiating and overseeing the settlement. The Court will ultimately decide the amount that will be paid to Class Counsel. If you do not choose to join this settlement, or if you opt out of the Class and want to be represented by your own lawyer, you may hire one at your own expense.

10. How do I tell the Court that I don’t like the settlement?

You can object to the settlement if you don't like any part of it. You must still file a Claim form even if you wish to object. You must give reasons why you think the Court should not approve it. The Court will consider your views. If the Court rejects your objection, you will still be bound by the terms of the settlement of your claims in this lawsuit unless you have submitted a valid and timely request for exclusion (“Opt-out Form”). To object, you **must** send a letter saying that you object to this proposed settlement. Your statement **must** include all reasons for the objection and any supporting documentation. Your statement **must** also include your name, address, and telephone number. If you wish to present your objection at the Fairness Hearing described below, you **must** state your intention to do so in your written objection. Submit the objection via fax, email or First-Class Mail at the address below. Your objection will not be heard unless it is received by the Settlement Claims Administrator by **July 18, 2022**. Class Counsel will file your objection with the Court.

Amazing Class Action Settlement Claims Administrator
c/o Arden Claims Service LLC
PO Box 1015
Port Washington, NY 11050
Tel: 877-623-2703 | Fax: 516-888-3501
Email: info@ardenclaims.com

11. What’s the difference between objecting and excluding?

Objecting is simply telling the Court that you don’t like something about the settlement. You can object only if you file a Claim Form. Excluding yourself (“opting-out”) is telling the Court that you do not want to be part of the Class and this proposed settlement. You cannot object to the settlement if you opt-out because you will no longer remain a party to this action. If you do not opt-out of the settlement you will be deemed to have released your claims in this lawsuit against Amazing.

12. When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing at **9:30 a.m.** on **August 10, 2022**, virtually by MS Teams unless otherwise notified by the Court. At this hearing the Court will consider whether the terms of the settlement are fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court may also decide how much to pay to Class Counsel. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take. You are **NOT REQUIRED** to attend the Fairness Hearing if you do not object to the settlement. However, if you intend to appear, please contact Class Counsel prior to appearing as the location and date of the Fairness Hearing may be subject to change.

13. Are there more details about the settlement?

This notice summarizes the proposed settlement. More details are contained in the Settlement Agreement. You can review the Settlement Agreement by asking for a copy by contacting the Settlement Claims Administrator or Class Counsel (see contact information in Questions 6, 9 and 10).

DO NOT CONTACT THE COURT WITH QUESTIONS
YOU MAY PARTICIPATE EVEN IF YOU ARE AN UNDOCUMENTED IMMIGRANT
TO PARTICIPATE YOU MUST SUBMIT A CLAIM FORM BY JULY 1, 2022.

AMAZING CLAIM FORM AND RELEASE
YOU MUST COMPLETE THIS FORM IF YOU WISH TO PARTICIPATE IN THIS SETTLEMENT
CLAIM FORM INSTRUCTIONS

You are encouraged to read the Notice of Proposed Settlement of Class Action (the "Notice"), which accompanies this CLAIM FORM. To be entitled to participate in this proposed Class and Collective Action settlement, you must mail, fax or e-mail this Claim Form, on or before **July 18, 2022** (the "Claim Bar Date") to:

Amazing Class Action Settlement Claims Administrator
c/o Arden Claims Service LLC
PO Box 1015
Port Washington, NY 11050
Tel: 877-623-2703 | Fax: 516-888-3501
Email: info@ardenclaims.com

IF YOU FAIL TO FILE A PROPERLY ADDRESSED AND FULLY COMPLETED CLAIM FORM POST-MARKED, FAXED OR EMAILED BY JULY 18, 2022 YOU WILL BE PROHIBITED FROM PARTICIPATING IN THIS SETTLEMENT, UNLESS OTHERWISE PERMITTED BY THE COURT.

In addition to the Claim Form, please also **SIGN AND COMPLETE THE ATTACHED W-9 FORM** and mail, fax or e-mail those signed and completed forms along with your Claim Form to the above address on or before Claim Bar Date.

THE INFORMATION PROVIDED ON THE CLAIM FORM, W-9 FORM IS STRICTLY CONFIDENTIAL AND WILL ONLY BE USED TO PREPARE YOUR SETTLEMENT CHECK.

THIS CLAIM FORM MUST BE FAXED, EMAILED OR MAILED AND POST-MARKED ON OR BEFORE JULY 18, 2022

(First, Middle, Last)

(Street Address)

(City)

(State)

(Zip Code)

Email (PRINT NEATLY)

(Area Code) Telephone Number

By signing this Claim Form, I consent to participate in this settlement against Amazing Home Care Services, LLC, Amazing Home Care Provider, Inc., Interger Health LLC, and Joseph Steinfeld a/k/a Joseph Stenfeld ("Amazing Defendants") for alleged unpaid wages, including minimum wage and overtime. I hereby release Amazing Defendants and their present and former owners, officers, directors, and employees from all wage and hour claims under the Fair Labor Standards Act, the New York Labor Law (and the governing regulations thereunder) and New York Wage Parity Act for unpaid wages (including minimum wage and overtime) and wage notice violations which have been brought or could have been brought in the Litigation or that are based on the same facts and circumstances as the claims in the Litigation from April 1, 2012 to [the date of preliminary approval], and expressly release any such claims, except for any claims brought by any government agency involving the New York Wage Parity Act. I further understand that nothing in this release or my participation in this settlement shall in any way release or relinquish claims I may possess under the workers' compensation law, for unemployment benefits, or arising in tort for personal injury. Moreover, nothing in this release, or my participation in this settlement shall in any way release or prohibit me from receiving compensation arising from or involving the New York Wage Parity Act that may be recovered in connection with any civil, criminal, or administrative investigation, litigation, or prosecution conducted by a government agency. I further understand that this release shall be strictly limited to claims arising out of and in connection with my employment with Amazing Home Care Services, LLC, Amazing Home Care Providers, Inc., Interger Health, LLC from April 1, 2012 to March 4, 2022.

SIGNATURE: _____

DATE: _____

CONTINUED ON OTHER SIDE →

TAXPAYER IDENTIFICATION NUMBER CERTIFICATION

SUBSTITUTE IRS FORM W-9

ENTER YOUR SOCIAL SECURITY NUMBER: _____ - _____ - _____

CERTIFICATION: Under penalties of perjury, I certify that:

1. The social security number shown on this form is my correct taxpayer identification number; and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. person (including U.S. resident alien).

Note: If you have been notified by the IRS that you are subject to backup withholding you must cross out item 2 above.

Full Name

Signature: _____ **Date:** _____

The IRS does not require your consent to any provision of this document other than this Form W-9 certification to avoid backup withholding.