

SUPREME COURT OF NEW YORK
COUNTY OF THE BRONX

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VERONICA WALLACE, IDA WALLACE,	:
PRIMROSE SCOTT, PATRICK GAYLE,	: Civil Index 22703-2019E
STELLA PARRIS, THERESA OBAAH,	:
VERONA DIXON, BEVERLY NICHOLSON, KATHLEEN	:
TURNER, Individually and on Behalf of All Other	:
Persons Similarly Situated,	:
	:
Plaintiffs,	:
	:
-against-	:
	:
STERLING HOME CARE, INC., MARK R. ZWERGER,	:
MATTHEW G. ANDERSON, MICHELE THOMAS,	:
EILEEN KILLEEN, and JOHN DOES #1-10,	:
	:
Defendants.	:
.....	X

COURT AUTHORIZED NOTICE
SUPREME COURT OF THE STATE OF NEW YORK, BRONX COUNTY

If you worked as a home health aide for Sterling Home Care, Inc. at any time on or between July 15, 2011 and February 22, 2023 (“Class Period”) , you are eligible to receive a payment from a class action settlement if you file a claim and the settlement is given final approved by the court.

This is a Court-authorized Notice. This is not a solicitation from a lawyer.

- Primrose Scott (“Primrose” or Named Plaintiff), former employee of Sterling Home Care, Inc. (“Sterling” or “Defendant”), sued Sterling and certain employees of Sterling (collectively “Defendants”) on behalf of herself and all others similarly situated, claiming that Defendant violated the New York Labor Law (“NYLL”) by, inter alia, allegedly failing to compensate home health aides for their full 24-hour shifts claiming that 8 hours of sleep and 3 hours of breaks had been illegally withheld as the aides did not get 3 uninterrupted one hour meal breaks and did not get 8 hours of sleep and at least 5 hours of uninterrupted sleep during the shifts. Defendants deny the allegations and have asserted affirmative defenses, which, if they are able to prove at trial, may reduce or eliminate totally any possible liability to the Named Plaintiff and the Class.
- To avoid the risk associated with litigation, the parties have agreed to settle this lawsuit. As a result, Defendant has agreed to make a gross settlement fund of \$791,990.98 to resolve this claim. This amount represents the sum of the total number of 24-hour shifts not paid at a rate of 24 hours per shift worked by Class Members during each year of the Class Period times one and a half times the minimum wage rate for Westchester County (“Settlement Rate”) during each year times 2.216 hours plus \$25 for each Class Member who did not perform any 24 hour shifts. The Court has not decided who is right and who is wrong.

Your share of the settlement is a pro rata share of the Net Settlement Fund calculated based on your settlement amount which equals your number of 24-hour shifts that were not paid at a rate of 24 hours per shift times the Settlement Rate times 2.216 or \$25.00 if you did not work any 24-hour shifts. If a Class Member’s Individual Gross Amount is less than \$25.00 they will be allocated \$25.00.

Your legal rights may be affected, and you have a choice to make now:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

IF YOU CHOOSE TO PARTICIPATE – If you wish to participate, you need to fill out, sign and return the included Claim Form to the Settlement Claims Administrator so as to be received by the Settlement Claims Administrator by the date stated on the Claims Form. You will give up any rights to separately sue the Defendant about past wage and hour violations.

IF YOU CHOOSE TO EXCLUDE YOURSELF – By excluding yourself, you give up any right to receive a payment from this settlement. You will, however, keep any right to sue the Defendant about the same legal claims in this lawsuit.

IF YOU WISH TO OBJECT – Write to the Court to explain why you do not like the settlement.

- These rights and options – and the deadlines to exercise them – are explained in this Notice.
- The Court in charge of this case still has to decide whether to finally approve the parties' settlement agreement. Payments will be made if the Court approves the settlement and after any appeals are resolved. Please be patient.

BASIC INFORMATION

1. Why did I get this Notice?

You are getting this Notice because the Defendant's records show that you worked for Sterling as a home health aide on or between July 15, 2011 and February 22, 2023 ("Class Period").

A class action lawsuit has been brought against Sterling claiming that it violated provisions of the New York Labor Law, specifically NYLL §§ 190 *et seq.*, §§ 650 *et seq.*, and its supporting regulations 12 NYCRR 142-3.2. The lawsuit is known as *Veronica Wallace, et al. v. Sterling Home Care, Inc. et al.*, New York Supreme Court, County of the Bronx, Case No. 22703-2019E (the "lawsuit")

This Notice is being sent to you because you have a right to know about a proposed settlement reached in this lawsuit, and about all of your options in connection with this proposed settlement, before the Court decides to finally approve the settlement. If the Court approves the settlement, and after any objections and appeals are resolved, payments will be mailed to Class Members who timely filed Claim Forms.

2. What is this lawsuit about?

In this lawsuit, Plaintiff alleged that Defendant violated the New York Labor Law by failing to compensate home health aide employees for their full 24 hours worked during 24-hour shifts because Plaintiff alleged that aides did not get 3 hours of uninterrupted meal breaks and did not get 8 hours of sleep and 5 hours of uninterrupted sleep and therefore the 9 hours of sleep and 3 hours of breaks were not permitted under the law to be deducted from the home health aide employees' hours. Plaintiff has also alleged that Defendant failed to pay time and a half for hours worked over 40 in a week. Sterling has denied doing so and contends home health aides were paid properly for all time worked and that deductions of time for sleep and breaks were properly made under the law.

3. Why is this a class action?

In a class action, one or more people called Class Representatives sue on behalf of people who have the same or similar claims. Here, Primrose Scott is the Class Representative. People with the same or similar claims are called Class Members. In class actions, the Court resolves the issues for all Class Members, except for those who decide to exclude themselves from the Class, as explained in paragraph 12 below.

4. Why is there a settlement?

The Court did not decide in favor of the Plaintiff or the Defendants. Both sides believe they would have prevailed at trial, but there was no trial. Instead, after extensive and vigorously contested negotiations, both sides agreed to settle the case. That way, the parties avoid the cost of a trial, and the people affected will get compensation. The Class Representative and the attorneys think the settlement is best for all Class Members.

WHO IS IN THE SETTLEMENT

5. How do I know if I am part of the settlement?

Unless you elect to exclude yourself, you are covered by this settlement if you worked as a home health aide for Sterling during the Class Period.

6. I am still not sure if I am included.

If you are still not sure whether you are included, you can contact Class Counsel, the Law Office of William Coudert Rand, at the phone number and/or address listed below.

7. What does the settlement agreement provide?

Defendant Sterling has agreed to create a gross settlement fund of \$791,990.98. The fund shall be used to make settlement payments to Class Members who timely file Claims Forms; to pay the service payment to the Class Representative in recognition of the services she provided to members of the Class; to pay Class Counsel's attorneys' fees and costs; to pay the Employer and Employee Payroll Taxes; and to pay the costs of a settlement claims administrator administering the settlement.

The settlement agreement further provides that, in exchange for receiving a settlement payment, the Plaintiff and the Class Members who do not exclude themselves agree to dismiss this lawsuit and release all claims regarding alleged past wage and hour violations.

THE SETTLEMENT BENEFITS – WHAT YOU GET

8. How much will my payment be?

The amount to be paid to each Class Member will equal **Claimant's Individual Gross Amount which is approximately equal to the Claimant's number of 24 hour shifts that were not paid at 24 hours per shift times Defendants' hourly Settlement Rate per shift times 2.216 hours, or, if the Claimant did not perform any 24 hour shifts, or if their Individual Gross Amount is less than \$25.00, they will be allocated \$25.00, minus payroll withholding taxes and Claimant's percentage of the legal fees and other class administrative costs.**

HOW YOU GET A PAYMENT

9. How can I get my settlement payment?

You need to complete the Claims Form and mail, fax or email it back so as to be received by the Settlement Claims Administrator in a timely manner.

10. When will I get my settlement payment?

The Court will hold a fairness hearing on **September 24, 2025 at 10:30 AM** to decide whether to approve the settlement. If the Court approves the settlement, then your payment will be mailed to you within 30 days after the Effective Date of the Court's Final Approval Order.

11. What am I giving up by staying in the class?

That means that you cannot sue, continue to sue, or be a party to any other lawsuit or proceeding of any kind against the Defendants for wage and hour violations through the effective end date of the release which is February 22, 2023. It also means that all of the Court's orders will apply to you and legally bind you.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep the right to sue or continue to sue the Defendant on your own about past wage and hour violations, then you must exclude yourself from the class. The process of excluding yourself is also sometimes referred to as "opting out" of the class.

12. How do I opt out of the settlement?

To exclude yourself from the settlement, you must send a letter by First Class U.S. mail stating, "I opt out of the Sterling Home Care, Inc. wage and hour settlement." You must also include your name, address, telephone number, and your signature. Your exclusion request must be received no later than **May 22, 2025** and must be mailed to:

Veronica Wallace, et al. v. Sterling Home Care, Inc. et al., New York Supreme Court,
County of the Bronx, Case No. 22703-2019E
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
Toll Free: 1-888-502-7780
Email: SterlingHomeCareSettlement@cptgroup.com
Website: www.cptgroupcaseinfo.com/SterlingHomeCareSettlement

If you ask to be excluded from the settlement, you will not receive a settlement payment, and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit. You may also be able to sue (or continue to sue) the Defendant in the future.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the settlement or some part of it.

13. How do I tell the Court that I object to the settlement?

You can object to the settlement agreement if you do not like any part of it. You can give reasons why you think the Court should not approve it as written. The Court will consider your views. To object, you must send a letter via First Class U.S. Mail stating that you object to the class settlement agreement in *Veronica Wallace, et al. v. Sterling Home Care, Inc. et al.*, New York Supreme Court, County of the Bronx, Case No. 22703-2019E and stating the reasons why you object and any supporting documentation. Be sure to include your name, address, telephone number, email and signature. Any objections must be received by **May 22, 2025**, and mailed to:

Veronica Wallace, et al. v. Sterling Home Care, Inc. et al., New York Supreme Court,
County of the Bronx, Case No. 22703-2019E
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
Toll Free: 1-888-502-7780
Email: SterlingHomeCareSettlement@cptgroup.com
Website: www.cptgroupcaseinfo.com/SterlingHomeCareSettlement

14. What is the difference between objecting to the settlement and excluding myself from it?

Objecting is simply telling the Court that you do not like something about the settlement. You can object only if you do not exclude yourself from the class. Excluding yourself is telling the Court that you do not want to be part of the class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE LAWYERS REPRESENTING YOU**15. Do I have a lawyer in this case?**

The Court has decided that the lawyers at the Law Office of William Coudert Rand are qualified to represent you and all of the other Class Members. These lawyers have been designated as “Class Counsel” in this lawsuit. More information about the Law Office of William Coudert Rand, their practice, and their experience is available at www.wcrand.com.

16. How will Class Counsel be paid?

Class Counsel will ask the Court to approve payment of up to \$263,996.99 (one-third of the \$792,027 gross settlement fund established by the Defendant) for their attorneys’ fees. The fees would pay Class Counsel for investigating the facts, litigating the case, and negotiating the settlement. Class Counsel will also ask the Court to approve payment of up to \$5,000.00 for their out of pocket costs. In addition, Class Counsel will ask the Court to approve service payments to Class Representative Primrose Scott for her services to the Class in the amount of \$20,000.00. Also, the Court will be asked to pay the Settlement Claims Administrator from the settlement fund to cover the costs of administering the settlement. The Court may award less than these requested amounts to Class Counsel, and/or to the Class Representative. All of these costs, fees or expenses are deducted from the Gross Settlement Fund to create the Net Settlement Fund.

THE COURT’S FAIRNESS HEARING

The Court will hold a fairness hearing to decide whether to approve the settlement. You may attend, but you do not have to.

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

The Court will hold a fairness hearing on **September 24, 2025** at **10:30 AM** at the Supreme Court of the State of New York, Bronx County, 851 Grand Concourse, Bronx, NY 10451.

At the fairness hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are any objections, the Court will consider them. After the hearing, the Court will decide whether to approve the settlement. We do not know how long the Court's decision will take.

18. Do I have to come to the fairness hearing?

No, even if you filed an objection, you need not attend. Of course, you are welcome to attend (at your own expense) if you so desire. The Court will consider any objections received in a timely manner, even if the individual who sent in the objection does not appear at the fairness hearing. You may also pay your own lawyer to attend the fairness hearing, but it is not necessary.

19. May I speak at the fairness hearing?

You may ask the Court for permission to speak at the fairness hearing. To do so, you must send a letter stating, "Notice of Intention to Appear in *Veronica Wallace, et al. v. Sterling Home Care, Inc. et al.*, New York Supreme Court, County of the Bronx, Case No. 22703-2019E. Be sure to include your name, address, telephone number, and signature. Your Notice of Intention to Appear must be received no later than **May 22, 2025**, and mailed to:

Veronica Wallace, et al. v. Sterling Home Care, Inc. et al., New York Supreme Court,
County of the Bronx, Case No. 22703-2019E
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
Toll Free: 1-888-502-7780
Email: SterlingHomeCareSettlement@cptgroup.com
Website: www.cptgroupcaseinfo.com/SterlingHomeCareSettlement

Again, you cannot speak at the hearing if you exclude yourself from the settlement.

GETTING MORE INFORMATION**20. What if I have questions about the settlement?**

You can obtain more information about the settlement by contacting Class Counsel at the address and/or telephone number below.

Law Office of William Coudert Rand William C. Rand, Esq.
501 Fifth Ave., 15th Floor New York, N.Y. 10017.
Telephone: (212) 286-1425
E-Mail: wcrand@wcrand.com
www.wcrand.com

Dated: April 7, 2025