

Brian J. Mankin, Esq. [CSB No. 216228]
brian@lmlfirm.com
Peter J. Carlson, Esq. [CSB No. 295611]
peter@lmlfirm.com
LAUBY, MANKIN & LAUBY LLP
4590 Allstate Drive
Riverside, CA 92501
T: (951) 320-1444
F: (951) 320-1445

Attorneys for Plaintiff, on a representative basis, and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

CHANDRA FINGER, individually, on a
representative basis, and on behalf of all others
similarly situated;

Plaintiff,

vs.

PROFESSIONAL REGISTRY HOLDINGS,
LLC, a California Limited Liability Company;
COACHELLA VALLEY HEALTH
PERSONNEL, an Entity Unknown; KEVIN
BASS, an Individual; GEORGE TUCKER, an
Individual, KIRVIN SATTERWHITE, an
Individual; and DOES 1 through 20, inclusive;

Defendants.

Case No.: CVRI2101956

*[Assigned to the Hon. Judge Craig Riemer,
Dept 1, for all purposes]*

**DECLARATION OF BRIAN J. MANKIN,
ESQ., IN SUPPORT OF MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

Hearing

Date: May 31, 2022

Time: 8:30 a.m.

Dept: 1

Complaint filed: April 23, 2021

I, Brian J. Mankin, state and declare:

1. I am an attorney licensed to practice before all of the courts of the State of California. I manage the employment law department and am a partner with the law firm of Lauby Mankin Lauby LLP, which has offices in Orange County and Riverside County. I am thoroughly familiar with and have personal knowledge of all of the facts set forth herein. I submit this declaration in support of Plaintiff's Motion for Final Approval of this Class Action Settlement. If called as a witness, I could and would competently testify thereto.

DECLARATION OF BRIAN MANKIN IN SUPPORT OF MOTION FOR FINAL APPROVAL

1 **COUNSEL'S EXPERIENCE**

2 2. I have been a member, in good standing, of the State Bar of California since 2001.
3 I am admitted to practice in the United States District Courts for the Central and Southern
4 District of California and the Ninth Circuit Court of Appeal and have tried cases in various
5 courts in California.

6 3. I have handled approximately 500 employee vs. employer litigation matters
7 during my 21 years in practice. Over the last 15 years, my practice has almost entirely consisted
8 of representing employees, the majority of which has included class action and representative
9 action wage and hour matters. In total, I have handled over 250 class action and representative
10 action wage/hour cases, and have been appointed by the court as class counsel and have received
11 final court approval and judgment in close to half of those actions to date, and anticipate
12 receiving final approval in many more of those in the future.

13 4. As part of these settlements and judgments, I have recovered in excess of \$250
14 million in damages for my clients and the class members (who often work as nurses, ambulance
15 drivers, technicians, warehouse workers, truck drivers, sales, professional occupations and
16 countless other trades). As of the end of last year, my team and I held the record for the largest
17 known PAGA-only case in California's history as of that time - a \$12.5 million-dollar court
18 approved settlement, which followed extensive litigation, summary adjudication and writs to the
19 CA Supreme Court against a Fortune 50 company (*Garcia v. Macy's*, San Bernardino Superior
20 Court).

21 5. I have tried two class and PAGA cases against Fortune 100 companies. In 2018, I
22 was lead counsel in a PAGA case that my firm tried to the bench in the Orange County Superior
23 Court and received a \$425,000 judgment. In 2019, I was co-counsel in a class action case
24 against Walmart that was tried to the jury in District Court for the Central District, wherein the
25 jury awarded Plaintiffs over \$6 million. Following the successful outcome in trial, both cases
26 were appealed.

27 6. Over the last four or five consecutive years, I have been selected by my peers as a
28 "Super Lawyer" in Employment Litigation, a distinction that only 5% of lawyers receive.

ADEQUACY OF THE SETTLEMENT

7. The Settlement Class, as conditionally certified by this Court, consists of all caregivers, companion aides, nursing assistants, licensed vocational nurses, registered nurses, certified nurse's assistants, home health aides, and all other similarly situated individuals who performed services for Defendants in the State of California and who were classified by Defendants as independent contractors at any time during the Class Period of April 23, 2017, through February 9, 2022, who have not previously released their Released Claims against Defendants.

8. As set forth in the Declaration of Evelin Reyes on behalf of the Settlement Administrator, Simpluris, the Net Settlement Amount is \$259,856.92, after the deductions set forth in the chart below:

	Total Amount
<i>Gross Settlement Amount</i>	\$500,000.00
Attorneys' Fees (1/3)	\$166,666.66
Litigation Costs	\$9,977.42
Administrator Costs	\$5,999
PAGA Penalties	\$50,000
Class Representative's Service Award	\$7,500
<i>Net Settlement Amount</i>	\$259,856.92

9. The process of mailing the Notice Packets, consisting of a Class Notice, Objection Form, Dispute Form and Exclusion Form, was very successful, as 97% of the Notice Packets were successfully delivered by the Settlement Administrator.

10. The response from the Class Members was overwhelmingly positive, as 100% of the Class participated in the Settlement thus far.

11. As discussed at length in Plaintiff's motion for preliminary approval, as well as in the Motion for Final Approval, this Settlement is very favorable to the Class and the release is narrowly limited to the claims alleged.

12. Sufficient information existed to allow Class Counsel to intelligently value this case. Given the parties' arms' length bargaining facilitated by an experienced wage and hour mediator, the extensive exchange of informal discovery, the experience of Class Counsel, the

1 fact that 100% of the Class elected to participate and no objections were submitted thus far, the
2 presumption of fairness is justified.

3 13. I believe that the settlement is fair, reasonable and adequate, and in the best
4 interests of the Class, given the litigation risks and delay inherent in further litigation and
5 possible appeals. As set forth in Plaintiff's motion for preliminary approval and the declarations
6 submitted in support thereof, Defendants vigorously challenged Plaintiff's claims, and Plaintiff
7 faced real challenges in certifying the Class and obtaining a recovery on the claims in this matter.
8 Nonetheless, the Parties concluded that further litigation would be protracted and expensive, and
9 that it is desirable that the action be fully and finally settled in the manner and upon the terms
10 and conditions set forth in the Settlement Agreement in order to limit further expense,
11 inconvenience and distraction, to dispose of burdensome and protracted litigation, and to permit
12 the operation of Defendants' business without further expensive litigation and the distraction and
13 diversion of its personnel with respect to matters at issue. All parties took into account the
14 uncertainty of risks inherent in any litigation, especially in complex cases such as this case. The
15 parties determined that it is desirable and beneficial to both the Class and Defendants that this
16 case be settled. Risks on both sides were considered in reaching the Settlement Agreement. The
17 recoveries contemplated by the Settlement represent a good result for the Class, fairly
18 proportioned to the likely risk-adjusted recovery in litigation.

19 **ADEQUACY OF COUNSEL AND**
20 **REASONABLENESS OF REQUESTED FEE AND COST AWARDS**

21 14. As set forth above, I have handled over 250 class and representative actions. I
22 have been appointed as class counsel and have successfully resolved approximately half of those
23 cases (while many are ongoing and will successfully resolve in the future) while recovering
24 hundreds of millions of dollars for my clients and Class Members. This is substantially better
25 than average accordingly to Mayer Brown LLP's study entitled, An Empirical Analysis of Class
26 Actions, cited in *Laguna v. Coverall North America, Inc.*, No. 12-55479 (9th Cir. 2014), which
27 found that only one-third of class actions are successful, compared to two-thirds that are defeated
28

1 and result in no payment to the class members.¹

2 15. When this case was taken on a contingency fee basis, with my firm agreeing to
3 assume responsibility for all litigation costs, the ultimate result was far from certain. In the
4 course of this litigation, Class Counsel paid all costs including filing fees, court costs, research
5 fees, and mediation costs. There was never a guarantee that we would recoup those expenditures.

6 16. It has been my experience that the benchmark for attorney fee awards in
7 California state cases is one-third of a common settlement fund, which the CA Supreme Court
8 upheld in the Robert Half case. Here, in accordance with the Settlement Agreement, Class
9 Counsel is seeking a fee of \$166,666.66, which is one-third of the Settlement Amount.

10 17. There are several additional factors why I believe that the Court should award
11 one-third of the common fund as reasonable attorneys' fees. First, Class Counsel's efforts
12 resulted in a common fund settlement amount of \$500,000, whereby the Class Members will
13 receive approximately \$1000 on average and up to a maximum of over \$6,000 for those
14 employees that worked the entire Class Period. This is a very good result in light of the disputed
15 nature of the claims alleged. This result was achieved by the work and success of my office,
16 who negotiated the settlement after extensive preparation, investigation, mediation, and
17 substantial work thereafter.

18 18. Second, Plaintiff faced significant risks going forward with the litigation. As
19 discussed in the motion for preliminary approval, Defendants raised various defenses throughout
20 this litigation, any one of which, if successful, could have decimated Plaintiff's case. And
21 Defendants vowed to raise all these defenses at trial. Accordingly, Plaintiff faced risky issues
22 going forward with this litigation, and it would have taken several more years to realize any
23 recovery in this action along with the possibility of post-trial appeals.

24 19. Third, Class Counsel are experienced class action litigators. This experience and
25 expertise, combined with the high quality of work performed in this case, resulted in the
26 settlement achieved in this case.

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28 ¹ www.mayerbrown.com/files/uploads/Documents/PDFs/2013/December/DoClassActionsBenefitClassMembers.pdf

1 20. Fourth, Class Counsel have been representing Plaintiff in this matter strictly on a
2 contingency fee basis. To that end, we have incurred the risk of non-recovery after investing a
3 substantial amount of time, money, and resources, and have done so since the inception of this
4 case without any payment or compensation. If Plaintiff had lost this case, we would have
5 recovered nothing, and would have lost our out-of-pocket costs. This is not an easy burden for
6 my office, which is a small firm. If, despite these hardships and risks, the best my office could
7 hope for is merely to be paid our hourly rate, then Class Counsel would not be compensated for
8 the hardships and serious risks we faced litigating this contingency case, and would not be
9 incentivized to take on similar cases in the future. Indeed, not all class/PAGA cases are
10 successful. Many cases end with no fees or a greatly reduced fee that is far less than lodestar,
11 often due to no fault of counsel (i.e., bankruptcy, change in the law, consolidation- coordination-
12 preemption, being top filed, etc.). As noted in the Mayer Brown LLP's study discussed above,
13 only one-third of class actions are successful, compared to two-thirds that are defeated and result
14 in no payment to the class members.

15 21. Fifth, the request for attorney's fees in the amount of one-third of the common
16 fund falls well within the norms accepted by state and federal courts in California in comparable
17 wage and hour actions actually handled by my office. Moreover, the award of a one-third fee
18 recovery under the common fund doctrine was approved by the California Supreme Court in
19 *Laffitte, supra*, 1 Cal.5th 480, 503.

20 22. For all of the above reasons, a common fund fee award here in the amount of one-
21 third of the common fund created by Plaintiff and Class Counsel is fair and reasonable.

22 23. At my office, this case was primarily handled by my senior associate attorney,
23 Peter Carlson, while I performed the role of the supervising attorney. Mr. Carlson works
24 exclusively with me on employment law matters and has been in practice for 8 years. He bills at
25 the hourly rate of \$575/hour. I have been in practice for 21 years, with most of those years
26 handling complex litigation and for over the last 15 years, my practice has almost entirely
27 consisted of handling class action wage and hour matters. My billing rate is \$775/hour. I
28 believe these rates are consistent with Plaintiff and Defense attorneys who handle complex class

1 action litigation, if not somewhat lower.

2 24. The hourly rates above are comparable to those of other attorneys with equal or
3 similar experience, if not somewhat lower (i.e., the Laffey Matrix at www.laffeymatrix.com
4 indicates that the benchmark rate for an 8–10-year attorney to be \$676/hour and a 11-19 year
5 attorney at \$764/hour, and a 20+ year attorney at \$919/hour). Moreover, the Wolters Kluwer
6 Real Rate Report (“Real Rate Report”), provides directly applicable information in this regard.
7 The Real Rate Report is based on an enormous and statistically significant compilation of data.
8 For instance, in 2017, the report was based on 25.8 million billing entries and 23.9 million hours
9 billed by over 112,100 individual timekeepers from 4,620 law firms, totaling \$9.02 billion in fees
10 billed. The Real Rate Report then compiles and analyzes this data to provide the hourly rates for
11 partners and associates in major metropolitan areas. In 2018, for the southern California area,
12 which is based on billing entries for 999 partners and 1,361 associates, the Real Rate Report
13 states that: (a) the median rate for partners in Los Angeles is \$695 and the upper quartile is \$995
14 per hour, and (b) the median rate for associates in Los Angeles is \$550 and the upper quartile is
15 \$721 (2018 Kluwer Real Rate Report, page 21). And, perhaps most importantly, the information
16 provided in the Real Rate Report is not based on self-reported numbers, surveys, sampling, or
17 reviews or other publications – instead, the Real Rate Report is based on the actual hours and
18 fees billed by law firms.

19 25. The table below includes a summary of the hours worked by Mr. Carlson and me
20 (as set forth in our billing records that are attached hereto as Exhibits C and D), plus additional
21 hours that I will bill in finalizing and filing the motion, preparing for and attending the approval
22 hearing, and working with the administrator and defense counsel to finalize this matter. Our
23 aggregated lodestar between the attorneys that have worked on this case is approximately
24 \$152,350, resulting in a tiny multiplier of only 1.09, as follows:

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Attorney/Timekeeper	Rate	Hours	Fee
Brian J. Mankin <i>Trial Counsel/Partner</i> (21 years)	\$775	91.3²	\$70,757.50
Peter J. Carlson <i>Senior Associate</i> (8 years)	\$575	141.9	\$81,592.50
Grand Total for All Attorneys			\$152,350.00

26. The fee is warranted because of the results achieved for the Class Members, both in terms of the immediate cash settlement, as well as the fact that the Class Members resoundingly supported the Settlement. Defendants do not oppose this fee request.

27. In the course of prosecuting this action, Class counsel have incurred expenses that were incidental and necessary to the effective representation of the Class. These expenses included but were not limited to: court filings, copying and management of documents, on-line Lexis research, messenger services, postage, fax transmission expenses, transportation, mediation fees, and other incidental expenses directly related to this action. My firm's expenses through the final approval hearing are estimated to be \$9,977.42, which includes filing this motion, process/server costs, overnight service and travel/parking expenses to the hearing (see the itemized statement of these costs attached hereto as Exhibit "E"). Since we agreed to cap our costs at \$15,000, and the savings will be placed in the Net Settlement Amount for distribution to the Class Members. Defendants do not oppose this request for costs.

² Includes an estimated 35 hours of additional work in preparation of supplemental declarations and papers, preparing for and attending the hearing, as well as the anticipated work to be performed after the final approval hearing with counsel, administrator, employees, and the court.

1 REASONABLENESS OF REQUESTED SERVICE AWARDS

2 28. I also believe that the service award of \$7,500 to the Class Representative is fair
3 and warranted. Ms. Finger came forward and worked directly with my office in analyzing the
4 claims and documents, providing valuable information. (See her declaration for supporting
5 information.) During the settlement process, she agreed to release all claims and gave a 1542
6 waiver while foregoing her right to bring individual claims against Defendants. Indeed,
7 Plaintiff's participation was an essential element of Defendants' desire to mediate and of the pre
8 and post mediation analysis that allowed Class Counsel to settle the case. Of course, Plaintiff
9 also took on various risks, including the risk that she could have been ordered to pay Defendants'
10 costs if she lost and the risk of retaliation and being black-balled in the industry. Defendants
11 does not oppose the requested service award.

12 SUBMISSION TO THE LWDA

13 29. The Motion and declarations, including the Settlement Agreement, have
14 concurrently been submitted to the LWDA. (See Exhibit "F").

15 EXHIBITS AND CONCLUSION

16 30. A true and correct copy of the Settlement Agreement is attached hereto as Exhibit
17 "A."

18 31. A true and correct copy of the Order granting preliminary approval is attached
19 hereto as Exhibit "B."

20 32. A true and correct copy of my billing records are attached as Exhibit "C."

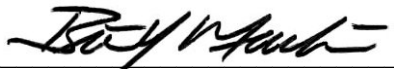
21 33. Peter Carlson's billing records are attached as Exhibit "D."

22 34. Attached hereto as Exhibit "E" is a true and correct copy of an itemized statement
23 of my firm's litigation costs.

24 35. The LWDA's confirmation of receipt of this Motion and Declaration is attached
25 hereto as Exhibit "F."

26 36. For the foregoing reasons, it is respectfully requested that the Court grant final
27 approval of the settlement as being fair, reasonable, and in the best interest of the class, and
28 approve the requested attorneys fees, costs, and enhancements.

1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct. Executed on May 5, 2022, at Riverside, California.

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4 By: 
5 Brian J. Mankin, Esq.
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DECLARATION OF BRIAN MANKIN IN SUPPORT OF MOTION FOR FINAL APPROVAL

EXHIBIT “A”

Brian J. Mankin, Esq. [CSB No. 216228]
brian@lmlfirm.com

Peter J. Carlson, Esq. [CSB No. 295611]
peter@lmlfirm.com

LAUBY, MANKIN & LAUBY LLP
4590 Allstate Drive
Riverside, CA 92501
T: (951) 320-1444
F: (951) 320-1445

Attorneys for Plaintiff, on a representative basis and on behalf of all others similarly situated

Darren D. Daniels, Esq. [CSB NO. 230113]

darrenddaniels@dddllaw.com
Law Offices of Darren D. Daniels
235 E. Broadway, Suite 1140
Long Beach, CA 90802
T: (562) 983-1259
F: (562) 683-2643

Attorney for Defendants Professional Registry Holdings, LLC, Kevin Bass, George Tucker, and
Kirvin Satterwhite

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

CHANDRA FINGER, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

PROFESSIONAL REGISTRY HOLDINGS,
LLC, a California Limited Liability
Company; COACHELLA VALLEY
HEALTH PERSONNEL, an Entity
Unknown; KEVIN BASS, an Individual;
GEORGE TUCKER, an Individual, KIRVIN
SATTERWHITE, an Individual; and DOES 1
through 20, inclusive;

Defendants.

Case No.: CVRI2101956
*[Assigned to the Hon. Judge Sunshine Sykes,
Dept 6, for all purposes]*

**CLASS ACTION SETTLEMENT
AGREEMENT AND RELEASE OF
CLAIMS**

1 This Class Action Settlement Agreement and Release of Claims is entered into by and
2 between Plaintiff Chandra Finger, individually, and on behalf of all others similarly situated, and
3 on behalf of the State of California as a Private Attorney General, and Defendants Professional
4 Registry Holdings, LLC, Kevin Bass, George Tucker, and Kirvin Satterwhite, and is approved by
5 their respective counsel of record, subject to the terms and conditions hereof and the Court's
6 approval.

7 **A. Definitions**

8 1. "Action" or "Lawsuit" means and refers to the case entitled *Finger v.*
9 *Professional Registry Holdings, LLC, et al.*, Riverside County Superior Court, Case No.
10 CVRI2101956.

11 2. "Aggrieved Employee(s)" means all caregivers, companion aides, nursing
12 assistants, licensed vocational nurses, registered nurses, certified nurse's assistants, home health
13 aides, and all other similarly situated individuals who performed services for Defendants in the
14 State of California and who were classified by Defendants as independent contractors at any time
15 during the PAGA Period, who have not previously released their PAGA Released Claims.

16 3. "Agreement" or "Settlement Agreement" or "Settlement" shall mean this Class
17 Action Settlement Agreement and Release of Claims.

18 4. "Class Counsel" refers to Brian Mankin and Peter Carlson of Lauby, Mankin &
19 Lauby LLP.

20 5. "Class Data" means a complete list that Defendants will diligently and in good
21 faith compile from their records and provide to the Settlement Administrator on one spreadsheet
22 which shall include, for each Settlement Class Member, the individual's full name; last known
23 address; telephone number; Social Security Number; total Weeks Worked during the PAGA
24 Period; and the total Weeks Worked during the Class Period.

25 6. "Class Period" is deemed to be any time during the period of April 23, 2017,
26 through the Preliminary Approval Date.

27 7. "Class Representative" or "Plaintiff" means and refers to Plaintiff Chandra
28 Finger.

1 8. “Complaint” refers to the class action complaint filed in the Riverside Superior
2 Court on April 23, 2021, and as amended by the First Amended Complaint filed on June 15,
3 2021, and operative Second Amended Complaint filed on August 6, 2021, which added claims
4 under the PAGA.

5 9. “Court” (or “Judge”) means the California Superior Court, County of Riverside.

6 10. “Defendants” means and refers to Professional Registry Holdings, LLC, Kevin
7 Bass, George Tucker, and Kirvin Satterwhite.

8 11. “Defendants’ Counsel” or “Defense Counsel” means and refers to Darren Daniels
9 of the Law Offices of Darren D. Daniels.

10 12. “Effective Date” means the latest of the following dates: (i) if no Class Member
11 objects, timely and properly intervenes, or files a motion to vacate the judgment approving the
12 Settlement Agreement under Code of Civil Procedure § 663, then the date of the Notice of Entry
13 of Order regarding Final Approval of the Settlement; (ii) if a Class Member objects, intervenes,
14 or files a motion to vacate the judgment approving the Settlement Agreement, then sixty-one
15 (61) calendar days following the date the Court enters an order granting Final Approval,
16 assuming no appeal is filed; or (iii) if a timely appeal is filed, the date of final resolution of that
17 appeal (including any requests for rehearing and/or petitions for *certiorari*), resulting in final
18 judicial approval of the Settlement.

19 13. “Final Approval” refers to the order of the Court granting final approval of this
20 Settlement Agreement and entering a judgment approving this Agreement on substantially the
21 terms provided herein or as may be modified by subsequent agreement of the Parties.

22 14. “Final Settlement Class” means, collectively, all Settlement Class Members who
23 have not opted out of the Settlement Class by submitting timely Requests for Exclusion.

24 15. “Individual Settlement Payment” shall have the meaning ascribed to it in
25 Paragraph 47(c) below.

26 16. “Net Settlement Amount” shall have the meaning ascribed to it in Paragraph 47(b)
27 below.

1 17. “Notice” means the notice of proposed class settlement that will be sent to the
2 Settlement Class Members and which will advise each Settlement Class Member of the
3 settlement and his or her estimated “Individual Settlement Amount” and will further advise of
4 the setting of a Final Approval Hearing, substantially in the form attached hereto as Exhibit A, as
5 may be modified by the Court.

6 18. “Notice Packet” means the Notice, Request for Exclusion Form, and the
7 Objection Form to be sent to all Settlement Class Members.

8 19. “Notice Response Deadline” is 45 calendar days from the date the Notice is
9 mailed to the Settlement Class Members.

10 20. “Objecting Settlement Class Member” means a Settlement Class Member, other
11 than Plaintiff, who submits a valid and timely objection to the terms of this Agreement, pursuant
12 to Paragraph 65(c) below.

13 21. “PAGA Penalties” means the amount that the Parties have agreed to pay to the
14 Labor and Workforce Development Agency (“LWDA”) in connection with the California Labor
15 Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”), as well
16 as the individual PAGA payment allocated to each Aggrieved Employee.

17 22. “PAGA Period” is deemed to be any time during the period of April 23, 2020,
18 through the Preliminary Approval Date.

19 23. “PAGA Released Claims” by the Aggrieved Employees upon Final Approval of
20 the Settlement means any and all PAGA claims that Plaintiff alleged against the Released
21 Parties, on behalf of Aggrieved Employees and State of California, based on the facts stated in
22 the operative Complaint in the Action and in the LWDA notice letter(s), including all PAGA
23 claims seeking civil penalties that premised upon (a) willful misclassification, (b) failure to pay
24 minimum wages, (c) failure to pay overtime wages, (d) failure to provide meal periods, (e)
25 failure to provide rest breaks, (f) failure to reimburse business expenses, (g) failure to timely pay
26 wages each period and upon separation of employment, (h) failure to provide accurate itemized
27 wage statements, and (i) all other claims for civil penalties recoverable under the Private
28 Attorneys General Act, Labor Code §§ 2698 *et seq.* that were stated in the Complaint and based

solely upon the facts alleged in the Complaint and the notice sent by Plaintiff to the LWDA on April 23, 2021. The time period governing the PAGA Released Claims shall be any time during the PAGA Period.

24. “Participating Class Member” means any and all Settlement Class Members who are deemed to participate and receive an Individual Settlement Payment and do not opt-out by submitting timely valid Requests for Exclusion.

25. “Parties” or “Settling Parties” mean Plaintiff, the Settlement Class, and Defendants, collectively.

26. “Preliminary Approval Date” means the date the Court approves the Settlement Agreement, and the exhibits thereto, and enters the Preliminary Approval Order.

27. “Preliminary Approval Order” means the judicial Order to be entered by the Court, upon the application or motion of the Plaintiff, preliminarily approving this Settlement and providing for the issuance of the Notice Packet to the Settlement Class, an opportunity to opt out of the Settlement, an opportunity to submit timely objections to the Settlement, and setting a hearing on the fairness of the terms of Settlement, including approval of attorneys’ fees and costs. Provided that the motion is consistent with the terms herein, Defendants will not object to Plaintiff’s motion for preliminary approval but will be provided with an opportunity to review and comment upon the motion before it is filed.

28. “QSF” means the Qualified Settlement Fund set up by the Settlement Administrator for the benefit of the Final Settlement Class, and from which the settlement payments shall be made.

29. “Released Class Claims” or “Class Claims” by the Participating Class Members upon Final Approval of the Settlement will include all claims stated in the operative Complaint and those based solely upon the facts in the Complaint, including: (a) willful misclassification, (b) failure to pay minimum wages, (c) failure to pay overtime wages, (d) failure to provide meal periods, (e) failure to provide rest breaks, (f) failure to reimburse business expenses, (g) failure to timely pay wages each period and upon separation of employment, (h) failure to provide accurate itemized wage statements, (i) unfair and unlawful competition, and (j) all other claims for

1 statutory penalties based on the facts or claims alleged in the Complaint.

2 30. “Released Parties” means Defendants, together with their members, member
3 managers, officers, directors, employees, and agents.

4 31. “Release Period” shall be the time period governing the Released Claims, which
5 shall be the same as the Class Period.

6 32. “Release” shall mean the release and discharge of the Released Claims by
7 Plaintiff and all Participating Class Members and their assignees.

8 33. “Request for Exclusion” shall have the meaning ascribed to it in Paragraph 65(a)
9 below.

10 34. “Service Payment” or “Service Award” means the amount approved by the Court
11 to be paid to Class Representative Chandra Finger in addition to her Individual Settlement
12 Payment as a Participating Class Member and individual PAGA payment as an Aggrieved
13 Employee.

14 35. “Settlement Administrator” means and refers to Simpluris, the third-party class
15 action settlement administrator agreed to by the Parties, that will provide the Notice to the Class
16 Members and distribute the settlement amounts as described in this Agreement.

17 36. “Settlement Administration Costs” means the costs payable from the Maximum
18 Settlement Amount to the Settlement Administrator for administering this Settlement, including,
19 but not limited to, printing, distributing, and tracking documents for this Settlement, tax
20 reporting, and deposit of the employee and employer share of payroll taxes, unclaimed property
21 due diligence, reporting and remittance obligations, distributing the Maximum Settlement
22 Amount, and providing necessary reports and declarations, as requested by the Parties. The
23 Settlement Administration Costs shall be paid from the Settlement Amount, including, if
24 necessary, any such costs in excess of the amount represented by the Settlement Administrator as
25 being the maximum costs necessary to administer the Settlement. However, in the event that the
26 Escalator Clause in Paragraph 78 is triggered, and the Settlement Administration Costs exceed
27 the amount approved in the Preliminary Approval Order because of this, Defendants shall pay
28 the Settlement Administrator for the additional expense, separate and apart from the Settlement

1 Amount defined herein.

2 37. "Settlement Class" is defined as all caregivers, companion aides, nursing
3 assistants, licensed vocational nurses, registered nurses, certified nurse's assistants, home health
4 aides, and all other similarly situated individuals who performed services for Defendants in the
5 State of California and who were classified by Defendants as independent contractors at any time
6 during the Class Period, who have not previously released their Released Claims against
7 Defendants.

8 38. "Settlement Class Member" or "Class Member(s)" refers to individual members
9 of the Settlement Class.

10 39. "Work Weeks" or "Weeks Worked" in the context of a Settlement Class Members
11 means any calendar week during which the Settlement Class Member performed services for
12 Defendants on at least one (1) day during the Class Period. Likewise, in the context of Aggrieved
13 Employees, it means any calendar week during which the Aggrieved Employee performed
14 services for Defendants on at least one (1) day during the PAGA Period. For purposes of these
15 calculations, the Parties agree that all Work Weeks will be rounded up to the next integer (*e.g.*,
16 one day worked in a calendar week equals one Week Worked; there will be no fractional
17 calculations).

18 **B. General Terms**

19 40. Plaintiff filed her initial class action complaint in the Court on April 23, 2017, and
20 then subsequently filed a First Amended Complaint on June 15, 2021, and a Second Amended
21 Complaint to add PAGA claims on August 6, 2021. The operative Complaint alleges class
22 action and representative PAGA claims, including: (a) willful misclassification, (b) failure to pay
23 minimum wages, (c) failure to pay overtime wages, (d) failure to provide meal periods, (e)
24 failure to provide rest breaks, (f) failure to reimburse business expenses, (g) failure to timely pay
25 wages each period and upon separation of employment, (h) failure to provide accurate itemized
26 wage statements, (i) unfair and unlawful competition, and (j) related claims under PAGA.

27 41. Defendants deny Plaintiff's claims and allegations and contend that the Action is
28 not suitable for class certification.

1 42. The Class Representative believe she can proceed with the representative and
2 class claims, that the Action is meritorious, and that class certification is appropriate.

3 43. The Parties have conducted a thorough investigation into the facts of the Action.
4 This includes conducting an extensive exchange of informal discovery, including a sampling of
5 payroll and timekeeping records for Settlement Class Members. Class Counsel is both
6 knowledgeable about and has done extensive research with respect to the applicable law and
7 potential defenses to the claims of the Settlement Class. Class Counsel has diligently pursued an
8 investigation of the Class Members' claims against Defendants. Based on the foregoing data and
9 on their own independent investigation and evaluation, Class Counsel is of the opinion that the
10 settlement with Defendants for the consideration and on the terms set forth in this Settlement
11 Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members in
12 light of all known facts and circumstances, including the risk of significant delay and uncertainty
13 associated with litigation, various defenses asserted by Defendants, and numerous potential
14 appellate issues.

15 44. On September 20, 2021, Plaintiff and Defendants participated in a full-day
16 mediation with Hon. Carl J. West (ret.), a highly regarded and well-respected employment
17 mediator. At the conclusion of mediation and extensive arms-length negotiations, the Parties
18 reached this Settlement.

19 45. The Parties agree that neither the Parties' Settlement, this Agreement, nor the acts
20 to be performed or judgments to be entered pursuant to the terms of the Settlement and
21 Agreement, shall be construed as an admission by Defendants of any wrongdoing or violation of
22 any statute or law or liability on the claims or allegations in the Action.

23 46. Stipulation for Class Certification. For settlement purposes only, Defendants will
24 stipulate that the Settlement Class Members described herein who do not Request Exclusion
25 from the Settlement Class may be conditionally certified as a settlement class. This stipulation to
26 certification is in no way an admission that class action certification is proper and shall not be
27 admissible in this or in any other action except for the sole purposes of enforcing this
28 Agreement. Should, for whatever reason, the Court fail to issue Final Approval, the Parties'

1 stipulation to class certification as part of the Settlement shall become null and void ab initio and
2 shall have no bearing on, and shall not be admissible in connection with, the issue of whether
3 certification would be appropriate in a non-settlement context. Defendants expressly reserve
4 their rights and declare that it would continue to oppose class certification and the substantive
5 merits of the case should the Court fail to issue Final Approval. Plaintiff expressly reserves her
6 rights and declares that she will continue to pursue class certification and a trial should the Court
7 fail to issue Final Approval.

8 **C. Terms of Settlement**

9 47. The financial terms of the Settlement are as follows:

10 (a) Gross Settlement Amount: The Parties agree to settle this Action for five
11 hundred thousand dollars and zero cents (\$500,000.00) (the “Settlement Amount”). Subject to
12 the Escalator Clause below, the Settlement Amount is the maximum amount that will be paid,
13 and includes Individual Settlement Amounts, attorneys’ fees of Class Counsel, costs and
14 expenses, the Service Payments to the Class Representatives, all Settlement Administration
15 Costs, and PAGA penalties.

16 (b) Net Settlement Amount: The “Net Settlement Amount” is defined as the
17 Settlement Amount less the Attorneys’ Fees and Costs Award, the Service Payments to the Class
18 Representatives as awarded by the Court, the Settlement Administration Costs, and PAGA
19 Penalties. If the Court reduces the Attorneys’ Fees and Costs Award, Service Awards, or
20 Settlement Administrator Costs, or either increases or decreases the amount allocated to the
21 PAGA Penalties, the difference shall be placed in the Net Settlement Amount and allocated to
22 the Settlement Class.

23 (c) Individual Settlement Amounts for the Settlement Class: The Individual
24 Settlement Amount for each Settlement Class Member will be calculated by the Settlement
25 Administrator using the Class Data provided by Defendants as follows. Compensable
26 workweeks will be all Weeks Worked by the Settlement Class Members during the Class Period.
27 The dollars per compensable workweek will be calculated by dividing the total Weeks Worked
28 by Settlement Class Members into the Net Settlement Amount to determine a per workweek

1 value (“Workweek Value”). The Workweek Value will be multiplied by the number of Weeks
2 Worked by each Participating Class Member during the Class Period to determine the
3 distribution for each Participating Class Member. If there are any timely submitted Requests for
4 Exclusion, the Settlement Administrator shall proportionately increase the Individual Settlement
5 Amounts for each Participating Class Member so that the amount actually distributed to
6 Participating Class Members equals 100% of the Net Settlement Amount.

7 (d) Allocation of Individual Settlement Amounts: Because the Class Members
8 performed contract services for Defendants as independent contractors, rather than as employees,
9 and because Defendants fully dispute the allegations alleged herein, the Parties agree that the
10 settlement funds paid to the Settlement Class will be allocated and paid to the Class Members as
11 contract compensation, interest, and penalties from which no state or federal taxes will be
12 withheld or deducted with IRS 1099 reporting. The Class Members are responsible for taxes and
13 accounting on their payments received.

14 (e) Service Payment to Class Representative: The amount, if any, awarded to
15 the Class Representative as a Service Payment will be set by the Court in its discretion, not to
16 exceed \$7,500, in exchange for the service that Plaintiff performed on behalf of the Class.
17 Defendants agree not to oppose this request. The Service Payment to Plaintiff will be paid out of
18 the Settlement Amount. The Class Representative will be issued IRS Form 1099 in connection
19 with this payment. Plaintiff shall be solely and legally responsible to pay any and all applicable
20 taxes on this payment. The Parties agree that any amount awarded as the Service Payment to
21 Plaintiff less than the requested amount shall not be a basis for Class Counsel to void this
22 Settlement Agreement. Should the Court approve a lesser amount for the Service Payment, the
23 difference shall be added to the Net Settlement Amount to be distributed to the Participating
24 Class Members.

25 (f) Attorneys’ Fees and Costs Award: Defendants agree to not oppose a
26 request by Class Counsel to the Court for an award of attorneys’ fees of one-third of the
27 Settlement Amount (\$166,666.66, subject to proportional increase if the Escalator Clause is
28 triggered), plus reasonable litigation costs not to exceed \$15,000 (“Attorney’s Fees and Cost

Award”). Defendants agree not to oppose any contention by Class Counsel that attorneys’ fees should be based on the common fund theory. The Attorney’s Fee and Cost Award shall be paid from the Settlement Amount, and, except for this award, Defendants shall have no further obligation to pay any attorneys’ fees, costs or expenses to Class Counsel. Should the Court approve a lesser amount than what is sought by Class Counsel, the difference shall be added to the Net Settlement Amount to be distributed to the Participating Class Members. Any Court order awarding less than the amount sought by Class Counsel shall not be grounds to rescind the Settlement Agreement or otherwise void the Settlement. The Settlement Administrator shall issue to Class Counsel an IRS Form 1099 reflecting the amount of attorneys’ fees and costs awarded by the Court.

(g) Settlement Administration Costs: The fees and other charges of the Settlement Administrator will be paid from the Settlement Amount, not to exceed \$7,000 unless approved by all Parties and the Court.

(h) PAGA Penalties: The Parties agree that \$50,000 is allocated to PAGA Penalties, and is to be paid from the Settlement Amount, subject to Court approval. Of this amount, \$37,500 (75%) shall be paid to the LWDA in satisfaction of civil penalties under the Private Attorney General Act of 2004 (“PAGA”) and \$12,500 (25%) will be paid to the Aggrieved Employees on a Work Week basis, which will be treated entirely as civil penalties and shall be reported as required on an IRS Form 1099. Class Counsel shall give proper notice to the LWDA of the Settlement.

(i) Tax Liability: Class Counsel and Defendants make no representations as to the tax treatment or legal effect of settlement amounts called for hereunder, and Plaintiff and the Settlement Class Members are not relying on any statement or representation by Class Counsel or Defendants in this regard. Plaintiff, Participating Class Members, and Aggrieved Employees understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on their respective Settlement Amounts described herein. Forms 1099 will be distributed in the manner required by the Internal Revenue Code of 1986 (the “Code”) and consistent with this Agreement. If the Code, the regulations promulgated

1 thereunder, or other applicable tax law, is changed after the date of this Agreement, the processes
2 set forth in this Section may be modified in a manner to bring Defendants into compliance with
3 any such changes. Plaintiff, Participating Class Members, and Aggrieved Employees understand
4 and agree that they will be solely responsible for the payment of any taxes and penalties assessed
5 on their respective payments described herein.

6 (j) CIRCULAR 230 DISCLAIMER. EACH PARTY TO THIS
7 AGREEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY”
8 AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING
9 PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO
10 PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR
11 DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND
12 OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH
13 COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE
14 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
15 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
16 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS
17 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX
18 ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO
19 THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY
20 OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT
21 ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY
22 ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY
23 THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
24 ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION
25 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR
26 ADVISOR’S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS
27 LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF
28 THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING

1 ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

2 (k) “Non-Reversionary” Settlement. This is a “non-reversionary” settlement.
3 Under no circumstances will any portion of the Settlement Amount revert to Defendants.
4 Participating Class Members and Aggrieved Employees will not have to make a claim in order to
5 receive an Individual Settlement Amount. Distributions, in the form of Individual Settlement
6 Amounts and the portion of the PAGA Penalties payable to the Aggrieved Employees, will be
7 made directly to each Participating Class Member and Aggrieved Employee. The Settlement
8 Administrator shall be responsible for accurately and timely reporting and remittance obligations
9 with respect to unclaimed funds as a result of a Participating Class Member and/or Aggrieved
10 Employee not cashing any checks delivered pursuant to the Settlement by the check cashing
11 deadline, as set forth herein.

12 (l) Class Counsel and Plaintiff believe that the Settlement is fair and
13 reasonable and will so represent same to the Court.

14 **D. Release by the Settlement Class**

15 48. Upon entry of the Final Approval Order, and except as to such rights or claims as
16 may be created by this Agreement, the Settlement Class (other than those who submit a valid
17 Request for Exclusion) will forever completely release and discharge the Released Parties from
18 the Released Class Claims for the Release Period.

19 49. Each Settlement Class Member will be deemed to have made the foregoing
20 Release as if by manually signing it.

21 50. Class Representative, on behalf of herself and the Settlement Class, acknowledges
22 and agrees that the claims for unpaid wages and unreimbursed expenses in the Action, and
23 untimely payment of wages in the Action, are disputed, and that the payments set forth herein
24 constitute payment of all sums allegedly due to them. Class Representative, on behalf of herself
25 and the Settlement Class, acknowledges and agrees that California Labor Code Section 206.5
26 and 2804 are not applicable to the Parties hereto. Labor Code § 206.5 provides in pertinent part
27 as follows: “An employer shall not require the execution of any release of any claim or right on
28 account of wages due, or to become due, or made as an advance on wages to be earned, unless

1 payment of those wages has been made.” And Labor Code § 2804 provides as follows: “Any
2 contract or agreement, express or implied, made by any employee to waive the benefits of this
3 article or any part thereof, is null and void, and this article shall not deprive any employee or his
4 personal representative of any right or remedy to which he is entitled under the laws of this
5 State.”

6 **E. Release of PAGA Claims**

7 51. Upon entry of the Final Approval Order and Defendants funding of the Settlement
8 Amount, Plaintiff – in her individual capacity and on behalf of the State of California and
9 LWDA - shall completely release and discharge the Released Parties from the PAGA Released
10 Claims for the PAGA Period. As such, Plaintiff does not release any Aggrieved Employee’s
11 claim for wages or damages, other than the Released Class Claims in relation to the class action
12 allegations.

13 52. Regardless of submitting a valid Request for Exclusion, no Aggrieved Employee
14 shall have the right to opt-out or otherwise exclude themselves from releasing the PAGA
15 Released Claims.

16 53. It is the intent of the Parties that the Final Approval Order shall have full
17 equitable and collateral estoppel and res judicata effect to the fullest extent permitted by law.

18 **F. Release by Plaintiff (General Release as Class Representative)**

19 54. As a material inducement to Defendants to enter into this Settlement Agreement,
20 Class Representative does hereby, for herself and for her respective spouses, heirs, successors,
21 beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians,
22 personal representatives, and assigns forever and completely release and discharge the Released
23 Parties from any and all charges, complaints, claims, liabilities, obligations, promises,
24 agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs,
25 losses, debts, and expenses (including back wages, statutory penalties, civil penalties, liquidated
26 damages, exemplary damages, interest, attorneys’ fees, and costs) of any nature whatsoever,
27 from the beginning of time through the execution of this Agreement, whether known or
28 unknown, suspected or unsuspected, including but not limited to all claims arising out of, based

1 upon, or relating to work performed by Class Representative for Defendants or the remuneration
2 for or termination of such alleged employment (collectively, the “Class Representative’s
3 Claims”).

4 55. Plaintiff expressly waives and relinquishes all rights and benefits afforded by
5 Section 1542 of the Civil Code of the State of California and does so understanding and
6 acknowledging the significance of the waiver of Section 1542. Section 1542 of the Civil Code
7 of the State of California states:

8 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
9 THAT THE CREDITOR OR RELEASING PARTY DOES NOT
10 KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT
11 THE TIME OF EXECUTING THE RELEASE AND THAT, IF
12 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR
OR RELEASED PARTY.

13 **G. Interim Stay of Proceedings**

14 56. Pending completion of all of the prerequisites necessary to effectuate this
15 Settlement, the Parties agree, subject to Court approval, to a stay of all proceedings in the Action
16 except such as are necessary to effectuate the Settlement.

17 **H. Notice Process**

18 57. Appointment of Settlement Administrator. The Parties have agreed to the
19 appointment of the Settlement Administrator to perform the duties of a settlement administrator,
20 including mailing the Notice Packet, using standard devices to obtain forwarding addresses,
21 independently reviewing and verifying documentation associated with any claims or opt-out
22 requests, resolving any disputes regarding the calculation or application of the formula for
23 determining the Individual Settlement Amounts, drafting and mailing the settlement checks to
24 Participating Class Members and Aggrieved Employees, issuing all necessary tax forms, and
25 performing such other tasks as set forth herein or as the Parties mutually agree or that the Court
26 orders.

27 58. Disputes Regarding Settlement Administration. Any and all disputes relating to
28 administration of the Settlement by the Settlement Administrator (except for disputes regarding

1 Class Data) shall be referred to the Court, if necessary, which will have continuing jurisdiction
2 over the terms and conditions of this Agreement, until Plaintiff and Defendants notify the Court
3 that all payments and obligations contemplated by this Agreement have been fully carried out.
4 Prior to presenting any issue to the Court, counsel for the Parties will confer in good faith to
5 resolve the dispute without the necessity of Court intervention. The Settlement Administrator
6 shall also be responsible for issuing to Plaintiff, Participating Class Members, and Aggrieved
7 Employees, and Class Counsel any Tax Forms as may be required by law for all amounts paid
8 pursuant to this Agreement.

9 59. Class Data. Within ten (10) days after entry of the Preliminary Approval Order,
10 Defendants shall provide the Class Data to the Settlement Administrator. The Settlement
11 Administrator will run a check of the Class Members' addresses against those on file with the
12 U.S. Postal Service's National Change of Address List. The Class Data provided to the
13 Settlement Administrator will remain confidential and will not be used or disclosed to anyone,
14 except as required by applicable tax authorities, pursuant to Defendants' express written consent,
15 or by order of the Court. Although Class Counsel will not be provided with the list of Class Data,
16 nothing herein shall prevent Class Counsel from communicating with Class Members regarding
17 the Action and Settlement.

18 60. Notice Packet. The Notice Packet, as approved by the Court, shall be sent by the
19 Settlement Administrator to the Settlement Class Members, by first class mail, in English, within
20 ten (10) calendar days following the Settlement Administrator's receipt of the Class Data. For
21 all Settlement Class Members, the Notice Packet will include the Notice, a Request for Exclusion
22 Form, and an Objection Form. The Settlement Administrator shall use standard devices,
23 including a skip trace, to obtain forwarding addresses of Settlement Class Members if any
24 envelopes are returned.

25 61. Returned Notice Packets. The Settlement Administrator will take steps to ensure
26 that the Notice Packet is received by all Settlement Class Members, including utilization of the
27 National Change of Address Database maintained by the United States Postal Service to review
28 the accuracy of and, if possible, update a mailing address. Notices will be re-mailed to any Class

1 Member for whom an updated address is located within ten (10) calendar days following both
2 the Settlement Administrator learning of the failed mailing and its receipt of the updated address.
3 The Notice Packet shall be identical to the original Notice Packet, except that it shall notify the
4 Class Member that the exclusion (opt-out) request or objection must be returned by the later of
5 the Notice Response Deadline or fifteen (15) days after the remailing of the Notice Packet.

6 62. Presumption Regarding Receipt of Notice Packet. It will be conclusively
7 presumed that if an envelope has not been returned to Settlement Administrator by the Notice
8 Response Deadline that the Settlement Class Member received the Notice Packet.

9 63. Disputes Regarding Class Data. Class Members are deemed to participate in the
10 Settlement unless they opt-out, and Aggrieved Employees may not opt out of the PAGA
11 Released Claims. The Notice will inform Class Members of his/her estimated Individual
12 Settlement Amount and the number of weeks he/she worked during the Class and PAGA
13 Periods. Class Members may dispute their Weeks Worked if they feel they worked more weeks
14 in the Class and PAGA Periods in California than Defendants' records show by timely
15 submitting evidence to the Settlement Administrator. Defendants' records will be presumed
16 determinative absent reliable evidence to rebut Defendants' records, but the Settlement
17 Administrator will evaluate the evidence submitted by the Class Member and provide the
18 evidence submitted to Class Counsel and Defense Counsel who agree to meet and confer in good
19 faith about the evidence to determine the Class Member's actual number of Work Weeks and
20 estimated Individual Settlement Amount. If Class Counsel and Defense Counsel are unable to
21 agree, they agree to submit the dispute to the Court to render a final decision. Class Members
22 will have until the Notice Response Deadline to dispute Weeks Worked, object or opt out, unless
23 extended by the Court.

24 64. Declaration of Due Diligence. The Settlement Administrator shall provide
25 counsel for the Parties, at least twenty-five (25) days prior to the final approval hearing, a
26 declaration of due diligence and proof of mailing with regard to the mailing of the Notice Packet.

27 65. Settlement Class Members' Rights. Each Settlement Class Member will be fully
28 advised of the Settlement, the ability to object to the settlement, and the ability to opt-out or

1 request exclusion from the Class Claims portion of the Settlement. The Notice Packet will
2 inform the Settlement Class Members of the Court-established deadlines for filing objections or
3 requesting exclusion from the Settlement in accordance with the following guidelines:

4 (a) Requests for Exclusion from Settlement Class. Any Settlement Class
5 Member, other than Plaintiff, may request to be excluded from the Settlement Class by
6 completing the Request for Exclusion Form provided within the Notice Packet. The Request for
7 Exclusion Form must be mailed to the Settlement Administrator and postmarked on or before the
8 Notice Response Deadline in order to be timely, unless the Parties otherwise agree in writing.
9 Any such Request must be made in accordance with the terms set forth in the Notice Packet.
10 The Settlement Administrator shall attach each Request for Exclusion to its declaration of due
11 diligence and file with the Court prior to the Final Approval Hearing. Any Settlement Class
12 Member who timely requests exclusion in compliance with these requirements: (i) will not have
13 any rights under this Agreement, including the right to object, appeal or comment on the
14 Settlement; (ii) will not be entitled to receive any payments under this Agreement; and (iii) will
15 not be bound by this Agreement, or the Judgment. Any Aggrieved Employee who requests
16 timely exclusion will still be subject to the PAGA Released Claims to the fullest extent permitted
17 by law and receive a share of PAGA Penalties. All Parties and their counsel, including
18 Defendants' respective members, member managers, owners, officers, and directors, shall not
19 encourage or solicit opt-outs or objections, directly or indirectly, through any means.

20 (b) Binding Effect on Final Settlement Class Members. Except for those
21 Settlement Class Members who exclude themselves in compliance with the procedures set forth
22 above, all Settlement Class Members will: (i) be deemed to be Participating Class Members for
23 all purposes under this Agreement; (ii) will be bound by the terms and conditions of this
24 Agreement, the Judgment, and the releases set forth herein; and (iii) except as otherwise
25 provided herein, will be deemed to have waived all objections and oppositions to the fairness,
26 reasonableness, and adequacy of the Settlement.

27 (c) Objections to Settlement. Any Settlement Class Member, other than
28 Plaintiff, who does not submit a valid and timely Request for Exclusion may object to the terms

1 of this Agreement by completing the Objection Form provided within the Notice Packet. Any
2 Settlement Class Member that intends to object must mail the Objection Form to the Settlement
3 Administrator. The Objection Form must be postmarked on or before the Notice Response
4 Deadline in order to be timely, unless the Parties otherwise agree in writing. Additionally, any
5 objection must be made in accordance with the terms set forth in the Notice Packet. The
6 Settlement Administrator shall provide any objections to Class Counsel and Defense Counsel
7 within three (3) days of receipt, and the Settlement Administrator shall attach the same to its
8 declaration of due diligence and file with the Court prior to the Final Approval Hearing. Any
9 Participating Class Member who files an objection remains eligible to receive monetary
10 compensation from the Settlement. Plaintiff and Defendants shall not be responsible for any
11 fees, costs, or expenses incurred by any Class Member and/or his or her counsel related to any
12 objections to the Settlement. Submitting an objection does not preserve the right to appeal a
13 final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely
14 and properly intervening or filing a motion to vacate the judgment under Code of Civil
15 Procedure § 663.

16 (d) Failure to Object. Any Settlement Class Member who does not timely and
17 properly become a party of record by intervening or filing a motion to vacate the judgment
18 waives any and all rights to appeal from the Judgment, including all rights to any post-judgment
19 proceeding and appellate proceeding, such as a motion to vacate judgment, motion for new trial,
20 a motion under California Code of Civil Procedure section 473, and extraordinary writs.

21 (e) Responses to Objections. Counsel for the Parties may file a response to
22 any objections submitted by Objecting Settlement Class Members at least five (5) court days
23 before the date of the Final Approval Hearing.

24 (f) Settlement Class Members will have until the Notice Response Deadline
25 to object or submit a Request for Exclusion to the Settlement Administrator by U.S. Mail. The
26 Settlement Administrator shall disclose jointly to Class Counsel and Defense Counsel what
27 objections or Requests for Exclusion were timely submitted on a weekly basis, and upon the
28 request of Class Counsel or Defense Counsel.

1 66. Funding of the Settlement Amount. Defendants shall make a one-time deposit
2 into the QSF of the Settlement Amount by the later of October 3, 2022, or fifteen (15) days after
3 the Effective Date.

4 67. Distribution of Funds. No later than ten (10) calendar days after the deposit of the
5 Settlement Amount into the QSF, the Settlement Administrator shall mail the Individual
6 Settlement Payments to the Participating Class Members, the payment to Class Counsel for the
7 Attorneys' Fees and Costs Award, any Service Payment to the Class Representative, the payment
8 to the LWDA for PAGA Penalties, mail to the Aggrieved Employees their portion of the PAGA
9 Penalties, and will pay itself the Settlement Administration Costs.

10 68. Deadline for Cashing Settlement Checks. Participating Class Members and
11 Aggrieved Employees shall have 180 calendar days after mailing by the Settlement
12 Administrator to cash their settlement checks. If any Participating Class Member or Aggrieved
13 Employee's check is not cashed within that period, the check will be void and a stop-payment
14 will be issued, and the Settlement Administrator shall issue the unclaimed funds to the California
15 State Controller's Office in the name of the Class Member and/or Aggrieved Employee. The
16 release will be binding upon all Participating Class Members who do not cash their checks
17 within the 180-day period. In the event that any settlement check is returned to the Settlement
18 Administrator within 180 days of mailing, the Settlement Administrator will, within five (5)
19 business days of receipt of the returned settlement check, perform a skip trace to locate the
20 individual, and notify Defense Counsel and Class Counsel of the results. If a new address is
21 located by these means, the Administrator will have ten (10) business days to re-issue the check.
22 Neither Defendants, Defense Counsel, Class Counsel, Plaintiff, nor the Settlement Administrator
23 will have any liability for lost or stolen settlement checks, forged signatures on settlement
24 checks, or unauthorized negotiation of settlement checks. Without limiting the foregoing, in the
25 event a Participating Class Member and/or Aggrieved Employee notifies the Settlement
26 Administrator that he or she believes that a settlement check has been lost or stolen, the
27 Settlement Administrator shall immediately stop payment on such check. If the check in
28 question has not been negotiated prior to the stop payment order, the Settlement Administrator

will issue a replacement check.

I. Duties of the Parties Prior to the Court's Approval

69. Promptly after execution of this Agreement, Plaintiff will move the Court for Preliminary Approval of this Settlement and entry of the Preliminary Approval Order accomplishing the following:

(a) Scheduling the Final Approval Hearing on the issue of whether this Settlement should be finally approved as fair, reasonable and adequate as to the Class Members and a hearing on fees, costs and the Service Payments;

(b) Approving as to form and content the proposed Notice Packet;

(c) Directing the mailing of the Notice Packet by first class mail to the Settlement Class Members;

(d) Preliminarily approving this Settlement; and

(e) Preliminarily certifying the class for purposes of this Settlement.

J. Duties of the Parties Following Court's Final Approval

70. In connection with the Final Approval Hearing provided for in this Agreement, Class Counsel shall submit a proposed Final Approval Order:

(a) Approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;

(b) Approving Class Counsel's application for an award of attorneys' fees and reimbursement of litigation costs and expenses, the Service Payments to the Class Representatives, and the payment to the Settlement Administrator for costs of administering the settlement; and

(c) Entering judgment approving settlement.

K. Voiding the Agreement

71. If the Court fails or refuses to issue the Final Approval Order or fails to approve any material condition of this Agreement which effects a fundamental change of the Settlement, the entire Agreement shall be rendered voidable and unenforceable as to all Parties herein at the option of either Party.

72. If the Settlement is voided or fails for any reason, Plaintiff and Defendants will have no further obligations under the Settlement, including any obligation by Defendants to pay the Settlement Amount, or any amounts that otherwise would have been owed under this Settlement.

73. If the Settlement is voided or fails for any reason, any costs incurred by the Settlement Administrator shall be borne equally by Defendants and Plaintiff, unless otherwise specified in this Agreement.

74. In the event that ten percent (10%) or more of the Class Members submit valid Requests for Exclusion, Defendants shall have the exclusive right in their sole discretion to rescind the Settlement, and all actions taken in its furtherance will be null and void. Defendants must exercise this right within fifteen (15) days after the date on which the Settlement Administrator first informs Defendants that at least ten percent (10%) of the Class Members have submitted valid Requests for Exclusion.

L. Other Terms

75. Waiver. The waiver by one Party of any breach of this Agreement by another Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

76. Parties' Authority. The signatories hereto represent that they are fully authorized to enter into this Agreement and bind the Parties hereto to the terms and conditions hereof.

77. Mutual Full Cooperation. The Parties agree to fully cooperate with each other to accomplish the terms of this Agreement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Agreement and the terms set forth herein. As soon as practicable after execution of this Agreement, Class Counsel shall, with the assistance and cooperation of Defendants and Defense Counsel, take all necessary steps to secure the Court's preliminary and final approval of the settlement, and the final entry of judgment.

1 78. Escalator Clause: The Parties agree that, if the total number of Class Members
2 exceeds 275, the Settlement Amount will be increased proportionally according to the following
3 formula: Escalator Amount = [number of Class Members above 275] x [Net Settlement Amount
4 prior to Escalator Clause calculations / 275].

5 79. No Prior Assignments. The Parties hereto represent, covenant, and warrant that
6 they have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign,
7 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action,
8 cause of action or rights released and discharged by this Agreement.

9 80. No Admission. Defendants deny any and all liability to Plaintiff and/or any
10 Settlement Class Member in this Action, as to any and all causes of action that were asserted or
11 that might have been asserted in this Action. Nonetheless, Defendants wish to settle and
12 compromise the matters at issue in the Complaint to avoid further substantial expense and the
13 inconvenience and distraction of protracted and burdensome litigation. Defendants also have
14 taken into account the uncertainty and risks inherent in litigation, and without conceding any
15 infirmity in the defenses that it has asserted or could assert against Plaintiff, have determined that
16 it is desirable and beneficial that Plaintiff's claims be settled in the manner and upon the terms
17 and conditions set forth in this Agreement.

18 81. Inadmissibility of Agreement. Whether or not the Court issues the Final Approval
19 Order, nothing contained herein, nor the consummation of this Agreement, is to be construed or
20 deemed an admission of liability, culpability, negligence, or wrongdoing on the part of
21 Defendants or any of the other Released Parties. Each of the Parties hereto has entered into this
22 Agreement with the intention of avoiding further disputes and litigation with the attendant
23 inconvenience and expenses. This Agreement is a settlement document, and it, along with all
24 related documents such as the notices, and motions for preliminary and final approval, shall,
25 pursuant to California Evidence Code section 1152 and/or Federal Rule of Evidence 408, be
26 inadmissible in evidence in any proceeding, except an action or proceeding to approve the
27 settlement, and/or interpret or enforce this Agreement. The stipulation for class certification as
28

part of this Agreement is for settlement purposes only and if, for any reason the settlement is not approved, the stipulation will be of no force or effect.

82. No Publicity. Communications regarding this Settlement prior to the Final Approval Date shall be limited to Court-Approved Notices in the Action. After the Final Approval Date, Class Counsel and Class Representative agree that they will not make any direct or indirect comment or publication of the Settlement or of Defendant in terms of affirmative or responsive media statements/comments, press releases or conferences, website postings or content, social media postings or content, other Internet postings or content, subscribed email messages, newsletters, disseminated updates, mass mailings, or any other comment or publication to the press, media, or public at large. Nothing herein shall be construed to prevent Class Counsel from the public filing of motions or other case materials in the Action related to seeking and obtaining Court approval of this Settlement and the related awards of attorneys' fees and costs, or to communications with Settlement Class Members or their representatives about this Settlement, including through the posting of Court-filed documents on Class Counsel's websites for access solely by the Settlement Class Members, or to prevent the Parties or their representatives from communicating with financial or legal advisors regarding the Settlement. In response to any media inquiry, Class Counsel may state only that the Action has been settled on terms mutually agreeable to the Parties.

83. Notices. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed:

To the Settlement Class:

Brian J. Mankin, Esq.
Lauby, Mankin & Lauby LLP
4590 Allstate Drive
Riverside, CA 92501
T: (951) 320-1444
F: (951) 320-1445
brian@lmlfirm.com

1 *To Defendants:*

2 Darren D. Daniels, Esq.
3 Law Offices of Darren D. Daniels
4 235 E. Broadway, Suite 1140
5 Long Beach, CA 90802
6 T: (562) 983-1259
7 F: (562) 683-2643
8 *darrenddaniels@dddlaw.com*

9 84. Construction. The Parties hereto agree that the terms and conditions of this
10 Agreement are the result of lengthy, intensive arms' length negotiations between the Parties and
11 that this Agreement shall not be construed in favor of or against any Party by reason of the extent
12 to which any Party or his or its counsel participated in the drafting of this Agreement. Plaintiff
13 and Defendants expressly waive the common-law and statutory rule of construction that
14 ambiguities should be construed against the drafter of an agreement and further agree, covenant,
15 and represent that the language in all parts of this Agreement shall be in all cases construed as a
16 whole, according to its fair meaning.

17 85. Captions and Interpretations. Paragraph titles or captions contained herein are
18 inserted as a matter of convenience and for reference, and in no way define, limit, extend, or
19 describe the scope of this Agreement or any provision hereof. Each term of this Agreement is
20 contractual and not merely a recital.

21 86. Modification. This Agreement may not be changed, altered, or modified, except
22 in writing and signed by the Parties hereto, and approved by the Court. This Settlement
23 Agreement may not be discharged except by performance in accordance with its terms or by a
24 writing signed by all of the Parties hereto.

25 87. Dispute Resolution. Prior to instituting legal action to enforce the provisions of
26 this Agreement or to declare rights and/or obligations under this Agreement, a Party shall
27 provide written notice to the other Party and allow an opportunity to cure the alleged
28 deficiencies, and Plaintiff and Defendants may agree to seek the help of the Mediator to resolve
any dispute they are unable to resolve informally. During this period, the Parties shall bear their

own attorneys' fees and costs. This provision shall not apply to any legal action or other proceeding instituted by any person or entity other than Plaintiff or Defendants.

88. Choice of Law. This Settlement Agreement shall be governed by and construed, enforced and administered in accordance with the laws of the State of California, without regard to its conflicts-of-law rules.

89. Integration Clause. This Settlement Agreement contains the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

90. Binding On Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

91. Signatures of All Class Members Unnecessary to be Binding. It is agreed that, because the members of the Settlement Class are numerous, it is impossible or impractical to have each Class Member execute this Agreement. The Notice Packet will advise all Settlement Class Members of the binding nature of the release provided herein and such shall have the same force and effect as if this Agreement were executed by each Settlement Class Member.

92. Counterparts. This Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one fully signed Agreement, which shall be binding upon and effective as to all Parties. Electronic signatures shall have the same force and effect as an original.

-- Signatures on Next Page --

1 Dated: 10/14/2021

PLAINTIFF AND CLASS REPRESENTATIVE:

Chandra Finger

Chandra Finger (Oct 14, 2021 12:40 PDT)

Chandra Finger

2
3
4 Dated: 10/14/2021

CLASS COUNSEL

LAUBY, MANKIN & LAUBY LLP

Brian J. Mankin

Brian J. Mankin

Attorneys for Plaintiff

5
6
7
8
9 Dated: _____

**DEFENDANT PROFESSIONAL REGISTRY
HOLDINGS, LLC:**

10
11
12
13 By: _____

14 Dated: _____

DEFENDANT KEVIN BASS:

15
16
17
18
19
20 Kevin Bass

21 Dated: _____

DEFENDANT GEORGE TUCKER:

22
23
24
25 George Tucker

26 Dated: _____

DEFENDANT KIRVIN SATTERWHITE:

27
28 Kirvin Satterwhite

Dated: _____

DEFENSE COUNSEL:

LAW OFFICES OF DARREN D. DANIELS

Darren D. Daniels, Esq.
Attorneys for Defendants

1 Dated: _____

PLAINTIFF AND CLASS REPRESENTATIVE:

2
3 Chandra Finger

4 Dated: _____

CLASS COUNSEL
LAUBY, MANKIN & LAUBY LLP

6
7 Brian J. Mankin
Attorneys for Plaintiff

8
9 Dated: 10-11-21

**DEFENDANT PROFESSIONAL REGISTRY
HOLDINGS, LLC:**

10
11
12 By: Kevin Bass, Member

13 10/11/2021
14 Dated: _____

DEFENDANT KEVIN BASS:

15 DocuSigned by:

Kevin Bass

742608D453D46C...
Kevin Bass

16 10/11/2021
17 Dated: _____

DEFENDANT GEORGE TUCKER:

18 DocuSigned by:

George Tucker

B533AC77EA304B7...
George Tucker

19
20 10/11/2021
21 Dated: _____

DEFENDANT KIRVIN SATTERWHITE:

22 DocuSigned by:

Kirvin Satterwhite

C04FFA55D04745D...
Kirvin Satterwhite

23
24 Dated: 10/12/21

DEFENSE COUNSEL:
LAW OFFICES OF DARREN D. DANIELS

25
26
27 Darren D. Daniels, Esq.

28 Attorneys for Defendants

EXHIBIT “B”

Brian J. Mankin, Esq. [CSB No. 216228]
brian@lmlfirm.com
Peter J. Carlson, Esq. [CSB No. 295611]
peter@lmlfirm.com
LAUBY, MANKIN & LAUBY LLP
4590 Allstate Drive
Riverside, CA 92501
T: (951) 320-1444
F: (951) 320-1445

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

FEB 15 2022

L. Howell

Attorneys for Plaintiff, on a representative basis and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

CHANDRA FINGER, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

PROFESSIONAL REGISTRY HOLDINGS,
LLC, a California Limited Liability
Company; COACHELLA VALLEY
HEALTH PERSONNEL, an Entity
Unknown; KEVIN BASS, an Individual;
GEORGE TUCKER, an Individual, KIRVIN
SATTEWHITE, an Individual; and DOES 1
through 20, inclusive;

Defendants.

Case No.: CVRI2101956
*[Assigned to the Hon. Judge Sunshine Sykes,
Dept 6, for all purposes]*

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL AND:**

- (1) CONDITIONALLY CERTIFYING
THE CLASS FOR SETTLEMENT
PURPOSES ONLY;**
- (2) ORDERING THE DISTRIBUTION
OF THE NOTICE PACKET TO THE
CLASS; AND**
- (3) SETTING A FINAL FAIRNESS
HEARING FOR FINAL APPROVAL
OF THE SETTLEMENT**

Complaint filed: 4/23/21
FAC filed: 6/15/21
SAC filed: 8/6/21

1 Having considered the Class Action Settlement Agreement (“Settlement Agreement”),
2 the Memorandum of Points and Authorities in Support of the Motion for Preliminary Approval
3 of Class Action Settlement, all documents and legal authorities in support thereof, and for good
4 cause appearing therefor, IT IS HEREBY ORDERED:

5 1. The class is conditionally certified for settlement purposes only and is defined as
6 follows: all caregivers, companion aides, nursing assistants, licensed vocational nurses,
7 registered nurses, certified nurse’s assistants, home health aides, and all other similarly situated
8 individuals who performed services for Defendants Professional Registry Holdings, LLC, Kevin
9 Bass, George Tucker, and Kirvin Satterwhite (“Defendants”) in the State of California and who
10 were classified by Defendants as independent contractors at any time from April 23, 2017
11 through the Preliminary Approval date (the “Class Period”), who have not previously released
12 their Released Claims against Defendants.

13 2. The Court has determined that sufficient evidence has been presented to grant
14 preliminary approval of the Settlement Agreement, as the terms appear to be presumptively
15 valid, proper and fall within the range of a fair, reasonable, and adequate settlement, subject to a
16 final determination at the Final Approval Hearing.

17 3. Plaintiff Chandra Finger is appointed as the class representative for settlement
18 purposes only. Brian Mankin and Peter Carlson of Lauby Mankin & Lauby LLP are appointed
19 as Class Counsel.

20 4. The Court approves, as to form and content, the Notice of Settlement of Class
21 Action (the “Class Notice” attached hereto as Exhibit A), as well as the Exclusion Form
22 (attached hereto as Exhibit B) and the Objection Form (attached hereto as Exhibit C) that the
23 class members may use. The Court further finds the Class Notice, Exclusion Form, and
24 Objection Form fairly apprises the Settlement Class Members of the terms of the proposed
25 settlement and of their options in connection with the settlement.

26 5. Settlement Class Members who wish to request exclusion or object to the
27 Settlement via the Exclusion Form and/or Objection Form are directed to mail the appropriate
28

form above to the Settlement Administrator (and not to the Court) within the time periods set forth in the Class Notice.

6. Simpluris Class Action Settlement Administration is approved to act as the Settlement Administrator and is directed to fulfill all of the duties and services set forth in the Settlement Agreement, including but not limited to paragraphs 57 through 68. The Settlement Administrator shall file a declaration concurrently with the Motion for Final Approval, authenticating a copy of every Objection Form and Exclusion Form received by the Settlement Administrator. Furthermore, in the event of a continuance of the hearing of the motion for final approval, the Settlement Administrator must give notice of such continuance to any objecting party.

7. The Settlement Administrator is directed to mail the Notice, Request for Exclusion Form, and Objection Form by first class mail to the Settlement Class Members in English in accordance with the Settlement Agreement and schedule set forth below.

8. The Court finds that the deadlines and method set forth in the Settlement Agreement for the mailing of the Notice and related forms described herein meet the requirements of due process, provide the best notice practicable under the circumstances, constitute due and sufficient notice to all persons entitled to notice, and otherwise satisfy the requirements of California law.

9. The Settlement Agreement shall be kept by the Court for review by Settlement Class Members.

10. The following dates shall govern for purposes of this settlement:

February 9, 2022	Preliminary Approval (PA) hearing
March 1, 2022 (20 days after PA)	Deadline for Settlement Administrator to complete first mailing of the Notice Packet to all Settlement Class Members.
April 15, 2022 (45 days after mailing Class Notice)	Deadline for Settlement Class Members to submit Requests for Exclusion and Objections to the settlement.

16 court days before Final Approval hearing	Deadline for Plaintiff to file and serve Motion for Final Approval of Settlement and application for award of attorneys' fees, costs and service payments.
9 court days before Final Approval hearing	Deadline for filing of any written opposition to Plaintiff's Motion for Final Approval of Settlement, or filing any response to an objection to the settlement.
5 court days before final approval hearing	Deadline for filing of any written reply to opposition Motion for Final Approval of Settlement.
TBD (Approximately May 30, 2022 - 110 days after Preliminary Approval is granted)	Final Approval Hearing.

11. A final approval hearing shall be held in this Court on May ³¹~~30~~, 2022 at 8:30 a.m. or on _____ at _____ am/pm to determine (1) whether the proposed settlement is fair, reasonable, and adequate and should be finally approved by the Court; (2) the amount of attorneys' fees and costs to award to Class Counsel; and (3) the amount of the service awards awarded to the class representatives.

12. Neither this Order, the Settlement Agreement, nor any document referred to therein, nor any action taken to carry out the settlement embodied in the Settlement Agreement may be construed as, or may be used as an admission by or against Defendant or any of the other Released Parties (as that term is defined in the Settlement Agreement) of any fault, wrongdoing or liability whatsoever.

13. The Court may, for good cause shown, extend any of the deadlines set forth in this Order. If any Settlement Class Member submits an objection to the settlement and the Final Approval Hearing is continued, either Class Counsel or the Settlement Administrator are directed to give notice of the new hearing date to the objecting party; and

14. In the event that the Settlement Agreement does not receive final approval or the Effective Date of the Settlement does not occur, this Order shall be rendered null and void and shall be vacated.

Date: 2/9/2022

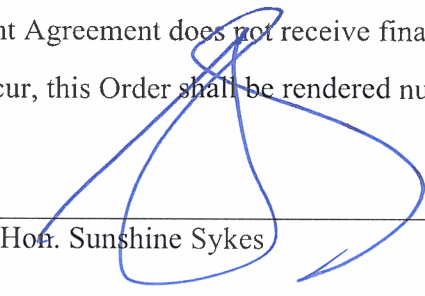

Hon. Sunshine Sykes

EXHIBIT “C”

Selection Criteria	
Time.Selection	Include: BJM
Clie.Selection	Include: Finger v PRH
Slip.Transaction Type	Time
Slip.Classification	Open

Rate Info - identifies rate source and level

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Phase/Task	Variance		
586843	TIME	BJM	4.50	0.00	0.00
4/22/2021		Other activity	4.50	T	
WIP		Finger v PRH	0.00	Do Not Bill	
Case development analysis of new client file and client documents, evaluate complaint and LWDA letter.			0.00		
586844	TIME	BJM	0.40	0.00	0.00
5/13/2021		Review/analyze	0.40	T	
WIP		Finger v PRH	0.00	Do Not Bill	
Review multiple correspondences between OC and PJC re case management and possible early mediation and exchange of informal data.			0.00		
586845	TIME	BJM	0.60	0.00	0.00
5/17/2021		Review/analyze	0.60	T	
WIP		Finger v PRH	0.00	Do Not Bill	
Review multiple correspondences with OC re possible discovery/deposition plan and informal information; review CMO.			0.00		
586846	TIME	BJM	0.30	0.00	0.00
5/20/2021		Review/analyze	0.30	T	
WIP		Finger v PRH	0.00	Do Not Bill	
Review multiple correspondences with OC re agreement to stay discovery/deposition plan, mediate with Judge West and exchange information.			0.00		
586847	TIME	BJM	0.60	0.00	0.00
6/16/2021		Review/analyze	0.60	T	
WIP		Finger v PRH	0.00	Do Not Bill	
Case status review; evaluate FAC , stipulation to continue Case management conference .			0.00		
586848	TIME	BJM	1.20	0.00	0.00
8/12/2021		Review/analyze	1.20	T	
WIP		Finger v PRH	0.00	Do Not Bill	

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Phase/Task	Variance		
Case development review re status of mediation, informal exchange; review top filed case and determine if claims overlap.			0.00		
586849	TIME	BJM	0.40	0.00	0.00
8/26/2021		Other activity	0.40	T	
WIP		Finger v PRH	0.00	Do Not Bill	
Evaluate Plaintiff's further mediation requests and the SPO for the data exchange.			0.00		
586850	TIME	BJM	3.70	0.00	0.00
9/1/2021		Other activity	3.70	T	
WIP		Finger v PRH	0.00	Do Not Bill	
Analysis of the claims, including misclassification and unpaid wages/travel time, and defenses in preparation for evaluating the mediation brief.			0.00		
586851	TIME	BJM	4.60	0.00	0.00
9/2/2021		Other activity	4.60	T	
WIP		Finger v PRH	0.00	Do Not Bill	
Evaluate and further draft the mediation brief and damages model.			0.00		
586852	TIME	BJM	3.90	0.00	0.00
9/19/2021		Plan & Prepare	3.90	T	
WIP		Finger v PRH	0.00	Do Not Bill	
Evaluate Def's financial records and file in preparation for mediation.			0.00		
586853	TIME	BJM	8.50	0.00	0.00
9/20/2021		Appear/attend	8.50	T	
WIP		Finger v PRH	0.00	Do Not Bill	
Attend mediation via Zoom.			0.00		
586855	TIME	BJM	5.20	0.00	0.00
9/27/2021		Other activity	5.20	T	
WIP		Finger v PRH	0.00	Do Not Bill	
Review and further draft Class Action Settlement agreement and Class Notice Packet.			0.00		
586856	TIME	BJM	0.50	0.00	0.00
10/11/2021		Other activity	0.50	T	
WIP		Finger v PRH	0.00	Do Not Bill	
Review multiple correspondences with OC re edits to the Class Action Settlement agreement and Class Notice Packet.			0.00		

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Phase/Task	Variance		
586857	TIME	BJM	4.70	0.00	0.00
12/16/2021		Other activity	4.70	T	
WIP		Finger v PRH	0.00	Do Not Bill	
Review and further draft MPA, my declaration and order.			0.00		
586858	TIME	BJM	0.30	0.00	0.00
1/11/2022		Other activity	0.30	T	
WIP		Finger v PRH	0.00	Do Not Bill	
Review Court's tentative ruling re the MPA, and review the MPA for necessary changes.			0.00		
586859	TIME	BJM	0.60	0.00	0.00
1/25/2022		Other activity	0.60	T	
WIP		Finger v PRH	0.00	Do Not Bill	
Reviewsupplemental briefing and declaration and further draft same.			0.00		
586860	TIME	BJM	0.10	0.00	0.00
2/8/2022		Other activity	0.10	T	
WIP		Finger v PRH	0.00	Do Not Bill	
Review Court's tentative ruling granting PA.			0.00		
586861	TIME	BJM	0.30	0.00	0.00
2/15/2022		Other activity	0.30	T	
WIP		Finger v PRH	0.00	Do Not Bill	
Draft correspondence to admin re PA granted and notice process.			0.00		
586862	TIME	BJM	0.20	0.00	0.00
2/16/2022		Other activity	0.20	T	
WIP		Finger v PRH	0.00	Do Not Bill	
Draft correspondence to admin re class period and class data.			0.00		
586863	TIME	BJM	0.50	0.00	0.00
3/1/2022		Other activity	0.50	T	
WIP		Finger v PRH	0.00	Do Not Bill	
Multiple correspondence with admin re the Notice Packet; review/finalize same.			0.00		
586864	TIME	BJM	0.40	0.00	0.00
3/31/2022		Other activity	0.40	T	
WIP		Finger v PRH	0.00	Do Not Bill	
Multiple correspondence with admin re late mailing and including Spanish translation; Telephone call with OC re same.			0.00		

5/3/2022
1:48 PM

Lauby, Mankin & Lauby LLP
Slip Listing

Page 4

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Phase/Task	Variance		
586865	TIME	BJM	0.20	0.00	0.00
4/25/2022		Other activity	0.20	T	
WIP		Finger v PRH	0.00	Do Not Bill	
Multiple correspondence with admin re status reports and declaration re due diligence.			0.00		
586866	TIME	BJM	7.70	0.00	0.00
5/2/2022		Other activity	7.70	T	
WIP		Finger v PRH	0.00	Do Not Bill	
Multiple correspondence with admin re opt-out and declaration re due diligence; further draft same; draft MPA.			0.00		
586867	TIME	BJM	6.90	0.00	0.00
5/3/2022		Other activity	6.90	T	
WIP		Finger v PRH	0.00	Do Not Bill	
Draft order and declaration re MFA ; multiple correspondences with admin re calculations.			0.00		
Grand Total					
			Billable		0.00
			Unbillable		0.00
			Total		0.00

EXHIBIT “D”

Selection Criteria	
Time.Selection	Include: PJC
Clie.Selection	Include: Finger v PRH
Slip.Classification	Open

Rate Info - identifies rate source and level

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Phase/Task	Variance		
585190	TIME	PJC	2.90	0.00	0.00
4/21/2021		Other activity	2.90	T	
WIP		Finger v PRH	0.00	Do Not Bill	
Telephone call with client; legal research re claims; research corporate entities and individual owners			0.00		
585193	TIME	PJC	5.40	0.00	0.00
4/21/2021		Other activity	5.40	T	
WIP		Finger v PRH	0.00	Do Not Bill	
Draft case initiating documents, including demand for documents, duty to preserve evidence, and initial drafts of LWDA letter and class complaint			0.00		
585194	TIME	PJC	6.20	0.00	0.00
4/22/2021		Other activity	6.20	T	
WIP		Finger v PRH	0.00	Do Not Bill	
Draft LWDA letter and class complaint			0.00		
585202	TIME	PJC	4.10	0.00	0.00
4/23/2021		Other activity	4.10	T	
WIP		Finger v PRH	0.00	Do Not Bill	
Draft class complaint			0.00		
585210	TIME	PJC	0.30	0.00	0.00
4/26/2021		Other activity	0.30	T	
WIP		Finger v PRH	0.00	Do Not Bill	
Telephone call with client re status			0.00		
585243	TIME	PJC	1.70	0.00	0.00
5/10/2021		Other activity	1.70	T	
WIP		Finger v PRH	0.00	Do Not Bill	
Telephone call with opc ; OC with BJM : research mediators and email options to opc			0.00		
585254	TIME	PJC	0.90	0.00	0.00
5/12/2021		Other activity	0.90	T	
WIP		Finger v PRH	0.00	Do Not Bill	
Exchange emails with opc re mediation and early litigation			0.00		

5/4/2022
4:35 PM

Lauby, Mankin & Lauby LLP
Slip Listing

Page 2

Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client	Est. Time	Bill Status	
Description	Phase/Task	Variance		
585267	PJC	0.90	0.00	0.00
5/19/2021	Other activity	0.90	T	
WIP	Finger v PRH	0.00	Do Not Bill	
Telephone call with opc re mediation, demurrer, discovery, and other topics; Draft confirming email re same		0.00		
585515	PJC	3.70	0.00	0.00
6/14/2021	Other activity	3.70	T	
WIP	Finger v PRH	0.00	Do Not Bill	
Case development and strategy; Telephone call with opc ; Legal research re: LC 204/210 claims, other named entity, and so forth; Draft FAC ; Draft stipulation to continue CMC		0.00		
585520	PJC	1.90	0.00	0.00
6/16/2021	Other activity	1.90	T	
WIP	Finger v PRH	0.00	Do Not Bill	
Draft declaration to dismiss (and required declarations) pursuant to case management order and CRC 3.770; Telephone call with client re same		0.00		
585530	PJC	3.10	0.00	0.00
6/17/2021	Other activity	3.10	T	
WIP	Finger v PRH	0.00	Do Not Bill	
Draft SAC adding PAGA		0.00		
585536	PJC	1.90	0.00	0.00
6/21/2021	Other activity	1.90	T	
WIP	Finger v PRH	0.00	Do Not Bill	
Further draft SAC and stipulation to permit filing of same; Exchange emails with opc		0.00		
585545	PJC	0.90	0.00	0.00
6/22/2021	Other activity	0.90	T	
WIP	Finger v PRH	0.00	Do Not Bill	
Telephone call with opc ; Draft plaintiff-only case management conference statement		0.00		
585557	PJC	0.70	0.00	0.00
6/25/2021	Other activity	0.70	T	
WIP	Finger v PRH	0.00	Do Not Bill	
Case development and strategy ; Receive and review court's order continuing hearing		0.00		
586875	PJC	0.40	0.00	0.00
7/6/2021	Other activity	0.40	T	
WIP	Finger v PRH	0.00	Do Not Bill	
Case review with BJM ; review and determine tasks and litigation strategy		0.00		

5/4/2022
4:35 PM

Lauby, Mankin & Lauby LLP
Slip Listing

Page 3

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Phase/Task	Variance		
586876	TIME	PJC	0.40	0.00	0.00
7/28/2021		Other activity	0.40	T	
WIP		Finger v PRH	0.00	Do Not Bill	
Telephone call with client re status of case			0.00		
586877	TIME	PJC	4.20	0.00	0.00
8/12/2021		Other activity	4.20	T	
WIP		Finger v PRH	0.00	Do Not Bill	
Review case file and all documents; determine what information needed at mediation and class certification stages; Draft Informal Requests for mediation; Draft Stipulated Protective Order limited to mediation			0.00		
586878	TIME	PJC	4.10	0.00	0.00
8/31/2021		Other activity	4.10	T	
WIP		Finger v PRH	0.00	Do Not Bill	
Draft outline for mediation brief and create exemplars for use at mediation			0.00		
586879	TIME	PJC	8.30	0.00	0.00
9/1/2021		Other activity	8.30	T	
WIP		Finger v PRH	0.00	Do Not Bill	
Draft mediation brief			0.00		
586880	TIME	PJC	2.90	0.00	0.00
9/2/2021		Other activity	2.90	T	
WIP		Finger v PRH	0.00	Do Not Bill	
Analyze known data points and extrapolate to class/PAGA where needed; create detailed class and PAGA damage models			0.00		
586881	TIME	PJC	0.30	0.00	0.00
9/3/2021		Other activity	0.30	T	
WIP		Finger v PRH	0.00	Do Not Bill	
Telephone call with opposing counsel re mediation			0.00		
586882	TIME	PJC	0.40	0.00	0.00
9/7/2021		Other activity	0.40	T	
WIP		Finger v PRH	0.00	Do Not Bill	
Telephone call with client re upcoming mediation and facts/theories			0.00		
586883	TIME	PJC	0.40	0.00	0.00
9/10/2021		Other activity	0.40	T	
WIP		Finger v PRH	0.00	Do Not Bill	
Telephone call with opposing counsel re timing for production of mediation documents and information			0.00		

5/4/2022
4:35 PM

Lauby, Mankin & Lauby LLP
Slip Listing

Page 4

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Phase/Task	Variance		
586884	TIME	PJC	6.40	0.00	0.00
9/13/2021		Other activity	6.40	T	
WIP		Finger v PRH	0.00	Do Not Bill	
Further draft mediation brief			0.00		
586885	TIME	PJC	4.90	0.00	0.00
9/14/2021		Other activity	4.90	T	
WIP		Finger v PRH	0.00	Do Not Bill	
Receive, review, and analyze Defendant's pre-mediation document production, including 1,200 pages of timekeeping; compile and tabulate class member data re dates of employment, total workweeks, shifts worked; Revise damage model with updated information			0.00		
586886	TIME	PJC	3.70	0.00	0.00
9/15/2021		Other activity	3.70	T	
WIP		Finger v PRH	0.00	Do Not Bill	
Additional -pre-mediation work, including finalizing data analysis, mediation brief, and damage model			0.00		
586887	TIME	PJC	0.50	0.00	0.00
9/16/2021		Other activity	0.50	T	
WIP		Finger v PRH	0.00	Do Not Bill	
Draft email to opposing counsel with copy of mediation brief, along with our understanding of relevant data points for confirmation by defendants			0.00		
586888	TIME	PJC	1.40	0.00	0.00
9/17/2021		Other activity	1.40	T	
WIP		Finger v PRH	0.00	Do Not Bill	
Prepare draft MOU for mediation			0.00		
586889	TIME	PJC	9.10	0.00	0.00
9/20/2021		Other activity	9.10	T	
WIP		Finger v PRH	0.00	Do Not Bill	
Attend mediation			0.00		
586890	TIME	PJC	7.80	0.00	0.00
9/23/2021		Other activity	7.80	T	
WIP		Finger v PRH	0.00	Do Not Bill	
Begin drafting of long-form settlement agreement			0.00		
586891	TIME	PJC	1.40	0.00	0.00
9/24/2021		Other activity	1.40	T	
WIP		Finger v PRH	0.00	Do Not Bill	
Continue drafting long-form settlement agreement			0.00		
586892	TIME	PJC	1.10	0.00	0.00
9/27/2021		Other activity	1.10	T	
WIP		Finger v PRH	0.00	Do Not Bill	

5/4/2022
4:35 PM

Lauby, Mankin & Lauby LLP
Slip Listing

Page 5

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Phase/Task	Variance		
Telephone call with opposing counsel re: MOU terms; Revise MOU according to agreement and email for approval/signature; Telephone call with client re settlement			0.00		
586893	TIME	PJC	3.70	0.00	0.00
9/27/2021		Other activity	3.70	T	
WIP		Finger v PRH	0.00	Do Not Bill	
Draft long-form settlement agreement, Class Notice, Exclusion Form, and Objection Form			0.00		
586894	TIME	PJC	1.60	0.00	0.00
9/28/2021		Other activity	1.60	T	
WIP		Finger v PRH	0.00	Do Not Bill	
Continue drafting long-form settlement agreement, Class Notice, Exclusion Form, and Objection Form			0.00		
586895	TIME	PJC	0.70	0.00	0.00
9/28/2021		Other activity	0.70	T	
WIP		Finger v PRH	0.00	Do Not Bill	
Draft stipulation to continue Case management conference; exchange emails with opposing counsel re same			0.00		
586896	TIME	PJC	0.50	0.00	0.00
9/30/2021		Other activity	0.50	T	
WIP		Finger v PRH	0.00	Do Not Bill	
Receive and review MOU signed by defendants and counsel; additional Telephone call with client re MOU			0.00		
586897	TIME	PJC	5.40	0.00	0.00
10/5/2021		Other activity	5.40	T	
WIP		Finger v PRH	0.00	Do Not Bill	
Telephone call with opposing counsel re terms in long-form; office conference with BJM re same; Further draft and revise long-form and associated documents to conform with changes/revisions			0.00		
586898	TIME	PJC	0.90	0.00	0.00
10/11/2021		Other activity	0.90	T	
WIP		Finger v PRH	0.00	Do Not Bill	
Finalize long-form and Notice Packet; email opposing counsel re same			0.00		
586899	TIME	PJC	0.60	0.00	0.00
10/11/2021		Other activity	0.60	T	
WIP		Finger v PRH	0.00	Do Not Bill	
Lengthy Telephone call with client explaining long-form and discussing next steps and settlement procedures/timing			0.00		

5/4/2022
4:35 PM

Lauby, Mankin & Lauby LLP
Slip Listing

Page 6

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Phase/Task	Variance		
586900	TIME	PJC	0.60	0.00	0.00
10/22/2021		Other activity	0.60	T	
WIP		Finger v PRH	0.00	Do Not Bill	
Additional work on settlement and notice documents			0.00		
586901	TIME	PJC	0.30	0.00	0.00
11/8/2021		Other activity	0.30	T	
WIP		Finger v PRH	0.00	Do Not Bill	
Telephone call with client re status			0.00		
586902	TIME	PJC	0.40	0.00	0.00
11/9/2021		Other activity	0.40	T	
WIP		Finger v PRH	0.00	Do Not Bill	
Exchange emails with opposing counsel re motion for preliminary approval			0.00		
586903	TIME	PJC	8.40	0.00	0.00
12/7/2021		Other activity	8.40	T	
WIP		Finger v PRH	0.00	Do Not Bill	
Draft Motion for Preliminary Approval and declarations in support of same; Revise Notice Packet			0.00		
586904	TIME	PJC	6.40	0.00	0.00
12/8/2021		Other activity	6.40	T	
WIP		Finger v PRH	0.00	Do Not Bill	
Continue drafting Motion for Preliminary Approval and declarations in support of same			0.00		
586905	TIME	PJC	4.20	0.00	0.00
12/9/2021		Other activity	4.20	T	
WIP		Finger v PRH	0.00	Do Not Bill	
Continue drafting Motion for Preliminary Approval			0.00		
586906	TIME	PJC	2.10	0.00	0.00
12/9/2021		Other activity	2.10	T	
WIP		Finger v PRH	0.00	Do Not Bill	
Review Court's Case management order and analyze MPA and long-form compliance; further draft MPA and related documents; Exchange emails with third-party administrator re declaration and information needed for preliminary approval			0.00		
586907	TIME	PJC	1.40	0.00	0.00
12/9/2021		Other activity	1.40	T	
WIP		Finger v PRH	0.00	Do Not Bill	
Receive and review declarations from defendant and defense counsel; analyze for compliance with Case management order; Telephone call with opposing counsel re same; office conference with BJM			0.00		

5/4/2022
4:35 PM

Lauby, Mankin & Lauby LLP
Slip Listing

Page 7

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Phase/Task	Variance		
586908	TIME	PJC	0.80	0.00	0.00
12/16/2021		Other activity	0.80	T	
WIP		Finger v PRH	0.00	Do Not Bill	
Additional work on MPA documents			0.00		
586909	TIME	PJC	0.20	0.00	0.00
12/22/2021		Other activity	0.20	T	
WIP		Finger v PRH	0.00	Do Not Bill	
Telephone call with client re status			0.00		
586910	TIME	PJC	3.90	0.00	0.00
1/24/2022		Other activity	3.90	T	
WIP		Finger v PRH	0.00	Do Not Bill	
Receive, review, and analyze Court's tentative ruling on MPA ; Telephone call with client re same; Office conference with BJM re compliance; Draft supplemental declaration, revised Class Notice, and revised Proposed Order			0.00		
586911	TIME	PJC	1.40	0.00	0.00
2/1/2022		Other activity	1.40	T	
WIP		Finger v PRH	0.00	Do Not Bill	
Additional work on supplemental documents for continued MPA hearing			0.00		
586912	TIME	PJC	0.20	0.00	0.00
2/9/2022		Other activity	0.20	T	
WIP		Finger v PRH	0.00	Do Not Bill	
Telephone call with client re status			0.00		
586913	TIME	PJC	0.20	0.00	0.00
2/9/2022		Other activity	0.20	T	
WIP		Finger v PRH	0.00	Do Not Bill	
Telephone call with client re status			0.00		
586914	TIME	PJC	0.60	0.00	0.00
2/9/2022		Other activity	0.60	T	
WIP		Finger v PRH	0.00	Do Not Bill	
Receive and review Court's tentative granting MPA ; review file re next steps			0.00		
586916	TIME	PJC	0.60	0.00	0.00
2/25/2022		Other activity	0.60	T	
WIP		Finger v PRH	0.00	Do Not Bill	
Receive and review emails from third-party administrator with information and formatted mailing documents			0.00		
586917	TIME	PJC	0.40	0.00	0.00
3/31/2022		Other activity	0.40	T	
WIP		Finger v PRH	0.00	Do Not Bill	

5/4/2022
4:35 PM

Lauby, Mankin & Lauby LLP
Slip Listing

Page 8

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Phase/Task	Variance		
Review and analyze revised mailing documents from TPA			0.00		
586918	TIME	PJC	0.20	0.00	0.00
4/14/2022		Other activity	0.20	T	
WIP		Finger v PRH	0.00	Do Not Bill	
Telephone call with client re status			0.00		
586915	TIME	PJC	0.60	0.00	0.00
4/20/2022		Other activity	0.60	T	
WIP		Finger v PRH	0.00	Do Not Bill	
Telephone call with class members regarding class notice			0.00		
586919	TIME	PJC	0.20	0.00	0.00
4/25/2022		Other activity	0.20	T	
WIP		Finger v PRH	0.00	Do Not Bill	
Receive and review Weekly Report from TPA			0.00		
586920	TIME	PJC	1.40	0.00	0.00
5/3/2022		Other activity	1.40	T	
WIP		Finger v PRH	0.00	Do Not Bill	
Review and revise Motion for Final Approval and supporting documents			0.00		
586921	TIME	PJC	1.70	0.00	0.00
5/4/2022		Other activity	1.70	T	
WIP		Finger v PRH	0.00	Do Not Bill	
Lengthy Telephone call with client re final approval hearing; Draft declaration of Plaintiff iso final approval; email client			0.00		
Grand Total					
			Billable		0.00
			Unbillable		0.00
			Total		0.00

EXHIBIT “E”

Selection Criteria	
Clie.Selection	Include: Finger v PRH
Slip.Transaction Type	Expense
Slip.Classification	Open

Rate Info - identifies rate source and level

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Phase/Task	Variance		
584510	EXP	SJA	1	75.00	75.00
4/23/2021		Court fees			
WIP		Finger v PRH		Do Not Bill	
LWDA Order Number: ORD 000103347 to submit					
PAGA letter					
Case Number: LWDACM83011521					
584518	EXP	SJA	1	1450.00	1450.00
4/28/2021		Court fees			
WIP		Finger v PRH		Do Not Bill	
RVSC Submission ID #10716382 to file complaint					
584533	EXP	SJA	118	0.20	23.60
4/30/2021		Copying			
WIP		Finger v PRH		Do Not Bill	
118 copies @ \$0.20 for LWDA letter and letters to employer					
584534	EXP	SJA	1	40.15	40.15
4/30/2021		Postage			
WIP		Finger v PRH		Do Not Bill	
Postage for the month of April 2021					
584712	EXP	SJA	1	88.95	88.95
5/7/2021		Attorney Servic			
WIP		Finger v PRH		Do Not Bill	
Bosco Inv 5622802 Serve: Kirvin Satterwhite , an individual					
Summons; Complaint; Civil Case Cover Sheet;					
Certificate of Counsel; ADR Court: Riverside County					
Superior Court - Central District					
584713	EXP	SJA	1	168.90	168.90
5/7/2021		Attorney Servic			
WIP		Finger v PRH		Do Not Bill	
Bosco Inv 5622793 Serve: George Tucker, an individual					
Summons; Complaint; Civil Case Cover Sheet;					
Certificate of Counsel; ADR Court: Riverside County					
Superior Court - Central District					

5/2/2022
1:25 PM

Lauby, Mankin & Lauby LLP
Slip Listing

Page 2

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Phase/Task	Variance		
584860	EXP	SJA	1	59.00	59.00
5/12/2021		Attorney Servic			
WIP		Finger v PRH		Do Not Bill	
Bosco Inv 5622758 Serve: Professional Registry Holdings, LLC, a California Limited Liability Company Summons; Complaint; Civil Case Cover Sheet; Certificate of Counsel; ADR Court: Riverside County Superior Court - Central District					
584861	EXP	SJA	1	85.20	85.20
5/12/2021		Attorney Servic			
WIP		Finger v PRH		Do Not Bill	
Bosco Inv 5622768 Serve: Coachella Valley Health Personnel, an Entity Unknown Summons; Complaint; Civil Case Cover Sheet; Certificate of Counsel; ADR Court: Riverside County Superior Court - Central District					
584862	EXP	SJA	1	88.95	88.95
5/12/2021		Attorney Servic			
WIP		Finger v PRH		Do Not Bill	
Bosco Inv 5622746 Serve: Kevin Bass, an individual Summons; Complaint; Civil Case Cover Sheet; Certificate of Counsel; ADR Court: Riverside County Superior Court - Central District					
584984	EXP	SJA	1	11.00	11.00
6/2/2021		Court fees			
WIP		Finger v PRH		Do Not Bill	
RVSC Inv No. PR-4LKJ6NDO6OG4RDNOX for copy of docs					
585015	EXP	SJA	1	7450.00	7450.00
6/10/2021		Mediation Fees			
WIP		Finger v PRH		Do Not Bill	
JAMS Inv 5734822 for Mediation with Hon. Carl West (Ret.) - Check#1007					
585119	EXP	SJA	1	3.00	3.00
6/30/2021		Court fees			
WIP		Finger v PRH		Do Not Bill	
RVSC Inv No. PR-M4QG95ADSPIJOXZFS for copy of signed order					
585585	EXP	SJA	1	20.00	20.00
7/15/2021		Court fees			
WIP		Finger v PRH		Do Not Bill	
RVSC Submission ID #10814098 to file SAC stip					

5/2/2022
1:25 PM

Lauby, Mankin & Lauby LLP
Slip Listing

Page 3

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Phase/Task	Variance		
585901	EXP	MAA	1	22.00	22.00
9/30/2021		Court fees			
WIP		Finger v PRH		Do Not Bill	
RVSC Submission ID #10940556 to Stip to Cont Case management conference					
586081	EXP	MAA	1	11.40	11.40
12/8/2021		Court fees			
WIP		Finger v PRH		Do Not Bill	
SDSC Confirmation No. 2066981 to pull FAC on related case					
586160	EXP	MAA	1	62.00	62.00
12/20/2021		Court fees			
WIP		Finger v PRH		Do Not Bill	
RVSC Submission ID #11035670 to File MPA					
586280	EXP	MAA	1	2.00	2.00
1/3/2022		Court fees			
WIP		Finger v PRH		Do Not Bill	
RVSC Submission ID #11042331 to file notice of Errata					
586550	EXP	MAA	1	16.27	16.27
2/4/2022		Court fees			
WIP		Finger v PRH		Do Not Bill	
One Legal Order #17622696 to file supp MPA docs					
586833	EXP	TLG	1	250.00	250.00
5/6/2022		Attorney Servic			
WIP		Finger v PRH		Do Not Bill	
Estimated to file MFA and related docs via OneLegal					
586834	EXP	TLG	1	50.00	50.00
5/6/2022		Postage			
WIP		Finger v PRH		Do Not Bill	
Estimated cost to overnight settlement check to client					
Grand Total					
			Billable	0.00	0.00
			Unbillable	0.00	9977.42
			Total	0.00	9977.42

EXHIBIT “F”