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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]*

**DECLARATION OF BRIAN J. MANKIN
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Hearing

Date: January 12, 2022
Time: 8:30 a.m.
Dept. 6

Reservation #: 379229112332

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

1 I, Brian J. Mankin, state and declare:

2 1. I am an attorney licensed to practice before all of the courts of the State of
3 California. I represent Plaintiff Chandra Finger ("Plaintiff") in this action and I am thoroughly
4 familiar with and have personal knowledge of all of the facts set forth herein. I submit this
5 declaration in support of Plaintiff's Motion for Preliminary Approval of this Class Action
6 Settlement. If called as a witness, I could and would competently testify thereto.

7 **COUNSEL'S EXPERIENCE**

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

12 3. I have handled approximately 400 to 500 employee vs. employer litigation
13 matters during my 20 years in practice. Over the last 15 years, my practice has almost entirely
14 consisted of representing employees, the majority of which has included class action and
15 representative action wage and hour matters. In total, I have handled approximately 250 class
16 action and representative action wage/hour cases, and have been appointed by the court as class
17 counsel and have received final court approval and judgment in over half of those actions to date,
18 and anticipate receiving final approval in many more of those in the future.

19 4. As part of these settlements and judgments, I have recovered in excess of \$250
20 million in damages for my clients and the class members (who often work as nurses, ambulance
21 drivers, technicians, warehouse workers, truck drivers, sales, professional occupations and
22 countless other trades). My team and I once held the record for the largest known PAGA-only
23 case in California's history as of the end of 2018 - a \$12.5 million-dollar court approved
24 settlement, which followed extensive litigation, summary adjudication and writs to the CA
25 Supreme Court against a Fortune 50 company (*Garcia v. Macy's*, San Bernardino Superior
26 Court).

27 5. I have tried two major class and PAGA cases against Fortune 100 companies. In
28 2018, I was lead counsel in a PAGA case that my firm tried to the bench in the Orange County

1 Superior Court and received a \$425,000 judgment. In 2019, I was co-counsel in a class action
2 case against Walmart that we tried to the jury in District Court, wherein the jury awarded
3 Plaintiff over \$6 million. Both cases were appealed.

4 6. Over the last few years, I have been consecutively selected by my peers as a
5 “Super Lawyer” in Employment Litigation.

6 **BRIEF SUMMARY OF THE SETTLEMENT**

7 7. Through a contested but productive mediation, Plaintiff and Defendants
8 Professional Registry Holdings, LLC, Kevin Bass, George Tucker, and Kirvin Satterwhite
9 (“Defendants”) (collectively, the “Parties”) entered into a Class Action Settlement Agreement
10 resolving the wage and hour claims of the putative class (the “Settlement Agreement” or “S.A.”).
11 A true and correct copy of the Settlement Agreement is attached hereto as **Exhibit A** and is
12 incorporated herein by reference.

13 8. The Settlement Agreement seeks to fully release and discharge Defendants from
14 the claims brought against them in this matter in exchange for Defendants’ agreement to pay
15 \$500,000 on a non-reversionary, non-claims made basis (each Class Member will receive his/her
16 share of the Net Settlement Amount without having to submit a claim form or taking action,
17 except for those who opt-out).

18 9. Plaintiffs seek to represent the “Class” or “Class Members” defined as “all
19 caregivers, companion aides, nursing assistants, licensed vocational nurses, registered nurses,
20 certified nurse’s assistants, home health aides, and all other similarly situated individuals who
21 performed services for Defendants in the State of California and who were classified by
22 Defendants as independent contractors at any time during the Class Period, who have not
23 previously released their Released Claims against Defendants.” The Class Period is defined as
24 any time during the period of April 23, 2017 through the Preliminary Approval Date.

25 10. Under the terms of the Settlement Agreement, Defendants will not oppose
26 Plaintiff’s Counsel’s application for a reasonable award of attorney’s fees not to exceed one-third
27 of the Settlement Amount (\$166,666.66, subject to proportional increase if the Escalator Clause
28 is triggered), litigation expenses not to exceed \$15,000, Settlement Administrator costs not to

1 exceed \$7,000, PAGA penalties of \$50,000 (with 75% to the LWDA and 25% to the “Aggrieved
2 Employees”), and a Service Payment not to exceed \$7,500 for Plaintiff. After all these
3 deductions from the Settlement Amount, and assuming that the Escalator Clause is not triggered,
4 it is estimated that \$254,834.34 will be available to pay the Individual Settlement Amounts of the
5 Class Members who do not opt-out of the settlement, as follows:

	Total Amount
<i>Gross Settlement Amount</i>	\$ 500,000.00
Attorneys’ Fees (1/3)	\$ 166,666.66
Litigation Costs	\$ 15,000.00
Administrator Costs	\$ 5,999.00
PAGA Penalties	\$ 50,000.00
Class Representative Service Award	\$ 7,500.00
<i>Net Settlement Amount</i>	\$ 254,834.34

11
12 11. The Net Settlement Amount will be paid to the Settlement Class Members on a
13 pro rata basis based on their relative number of weeks worked as compared to the class. And
14 each Class Member will receive the Class Notice, explaining the nature of the case, and the
15 process for participating, objecting and opting-out, and advising of his/her estimated settlement
16 payment and the number of Work Weeks he/she is credited with working during the Class and
17 PAGA Periods. True and correct copies of the Class Notice, Request for Exclusion Form, and
18 Objection Form are attached hereto as **Exhibits B, C, and D**, respectively.

19 **PROCEDURAL BACKGROUND**

20 12. My office has performed considerable work and diligently investigated and
21 prosecuted this case to a successful conclusion. Our work has resulted in the creation of a
22 significant settlement fund for the benefit of the Class. We efficiently communicated and
23 exchanged information informally with Defense counsel which enabled the parties to
24 successfully settle the case at mediation. Because of the risks involved in litigating the case and
25 the contested legal and factual issues, Plaintiff’s Counsel believe this settlement to be fair,
26 reasonable, and adequate.

27 13. After being retained by Plaintiffs, we submitted a letter on April 23, 2021 to the
28 California Labor Workforce Development Agency (the “LWDA”) for civil penalties under the

1 Private Attorney General Act and concurrently sent a letter to Defendants requesting the
2 production of Plaintiff's records to further evaluate the wage and hour claims.

3 14. Then, also on April 23, 2021, we filed a putative class action complaint alleging
4 causes of action for: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3)
5 failure to provide meal periods, (4) failure to provide rest breaks, (5) failure to reimburse
6 business expenses, (6) failure to timely pay wages each period, (7) failure to timely pay final
7 wages, (8) failure to provide accurate itemized wage statements, and (9) unfair and unlawful
8 competition.

9 15. Defendants retained counsel and fully denied the accusations. From the outset,
10 Defendants challenged various aspects of Plaintiff's claims and threatened to Demurrer. But
11 after meeting and conferring, my firm filed a First Amended Complaint on June 15, 2021, that
12 resolved the issues. Thereafter, we also filed a Second Amended Complaint on August 6, 2021,
13 that added claims under the PAGA.

14 16. We continued to debate the merits of the claims and defenses with defense
15 counsel before ultimately agreeing to attend an early mediation with Hon. Carl West (ret.) with
16 JAMS in order to avoid the significant fees and costs associated with a class certification
17 hearing.

18 17. In preparation for mediation, the Parties agreed to an informal discovery process
19 where information was exchanged relating to the applicable policies and procedures, payroll and
20 time keeping records, size of the class, and potential value of the case. During this process,
21 Defendants produced exemplars of the relevant Independent Contractor Agreements (a crucial
22 piece of the case), the dates that each Class Member performed work for Defendants, and a
23 sampling for 25 Class Members that included more than 725 pages of documents. From this
24 information, my office analyzed, researched, and investigated the potential claims of all similarly
25 situated employees.

26 18. On September 20, 2021, the Parties participated in a full day mediation with Hon.
27 Carl West (Ret.), a highly regarded and well-respected employment mediator. At the conclusion
28 of mediation, the Parties reached this class-wide settlement for \$500,000 and later memorialized

1 the terms of the settlement in the long-form Settlement Agreement attached hereto.

2 **Brief Summary of the Claims and Defenses**

3 19. Plaintiff alleged numerous wage and hour violations on behalf of the Class.
4 However, Defendants vigorously contested and denied each of Plaintiff's material allegations on
5 the merits and as to the propriety of a class action or PAGA representative action, as discussed
6 herein.

7 20. Plaintiff's primary claim was based on Defendants' alleged misclassification of
8 the Class Members as independent contractors. The entire case was contingent on this
9 misclassification claim since the other Labor Code claims do not exist unless the Class Members
10 were employees. For this reason, Defendants vigorously defended against and attacked this
11 claim. Notably, Defendants argued that they were merely a referral agency that matched clients
12 (who received care) with caregivers (the Class Members); thus, Defendants argued they were not
13 an employer and no employment relationship existed. And, on this same point, Defendants
14 argued that would meet all requirements of the statutory defense to employer status as codified at
15 Labor Code § 1451, Civil Code § 1812.509, and Cal. UIC § 687.2.

16 21. Plaintiff also alleged a variety of claims that were dependent on the
17 misclassification claim (*i.e.*, no other claims could proceed if the Class Members were properly
18 classified as independent contractors). For instance, Plaintiff alleged that Defendants failed to
19 pay all required minimum and overtime wages on the occasion that a Class Member provided
20 care to two clients on the same day (as the travel time was not compensated). But Defendants
21 argued against the merits, claiming that this violation did not occur. Moreover, Defendants
22 argued that this was an individualized issue and that class treatment would be improper.

23 22. Plaintiff further alleged that Defendants failed to provide compliant meal and rest
24 breaks, failed to reimburse business expenses, failed to timely pay all wages upon separation of
25 employment, and failed to provide compliant wage statements. However, Defendants argued
26 that these claims were without merit and, further, that many claims were nullified by the
27 "personal attendant" exemption in IWC Wage Order 15.
28

23. Despite that each of the claims were disputed, the Parties concluded that further litigation of the Action would be protracted and expensive, and that it is desirable that the Action be fully and finally settled in order to limit further risk, expense and protracted litigation.

CMO Compliance

24. In accordance with CMO ¶ G, this section of my declaration will specifically identify and address each CMO requirement.

CMO ¶ G(3)(a)(i)

25. We estimate that there are approximately 226 individuals that fall within the defined Class, along with approximately 90 individuals that are Aggrieved Employees (*i.e.*, Class Members during the PAGA Period).

CMO ¶ G(3)(a)(ii), CMO ¶ G(3)(a)(iii), and CMO ¶ G(9)(b)

26. The following paragraphs provide the total and risk-adjusted values for each claim, including on a class and PAGA basis, as required by the CMO.

Willful Misclassification

27. Plaintiff alleged that Defendants classified the Class Members as independent contractor when, in reality, they should have been classified as employees. However, this misclassification claim faced many risks and defenses given the evolving nature of such claims. For instance, Defendants argued that they were merely a referral agency that matched clients (who received care) with caregivers (the Class Members); thus, Defendants argued they were not an employer and no employment relationship existed. And, on this same point, Defendants argued that they would meet all requirements of the statutory defense to employer status.

28. The misclassification claim does not have any independent value on a class basis since there is no private right to action under Labor Code § 226.8.

29. Plaintiff calculated the maximum potential PAGA penalties to be \$900,000 (based on 90 allegedly misclassified Aggrieved Employees multiplied by \$10,000). However, based on the defenses discussed above, as well as the Court's ability to apply a discretionary reduction on PAGA penalties, Plaintiff calculated the reasonable estimate of PAGA penalties at trial for the misclassification claim to be \$110,000.

Failure to Pay Wages

30. Plaintiff alleged that Defendants failed to pay any wages on the occasions that the Class Members traveled between two clients on the same day. Based on information obtained prior to mediation, Plaintiff estimated that the maximum potential value of this claim was \$131,138 based on 0.5 hours of unpaid time per week for 11,000 workweeks, at the blended rate of \$28 per hour.

31. However, this maximum figure does not account for Defendants' defenses, including that (1) the Class Members were properly classified as independent contractors and, thus, the claim is moot, (2) that these violations did not occur as Class Members did not treat multiple clients on the same day, and (3) that, even if this occurred, it was sporadic and so rare that this was only an individualized issue and that class treatment would be improper.

32. Based on these defenses and concerns, Plaintiff assigned a risk-adjusted valuation of \$50,000 to this claim.

33. Plaintiff also pursued PAGA claims based on the same theory of liability and calculated the maximum potential PAGA penalties to be \$194,700 based on 1,947 pay periods times \$100 per violation. However, Plaintiff considered the same risks and potential discretionary reduction by the Court to arrive at risk-adjusted PAGA penalties of \$35,000.

Meal and Rest Break Claims

34. Plaintiff also alleged meal and rest break claims against Defendants. Given the total number of shifts at issue, and when incorporating estimated violation rates, Plaintiff calculated the maximum theoretical value to be \$1,056,000 (66,000 violations x \$16).

35. However, Defendants raised numerous arguments in response to this claim, including that the Class Members were *not* employees and, thus, were not entitled to meal and rest breaks. Additionally, Defendants argued that, even if the Class Members should have been classified as employees, they worked in the field without supervision and had ample opportunity to take compliant breaks. Therefore, Defendants argued that these are precisely the types of individualized issues that will preclude class certification since a fact-finder would have to determine for each Class Member whether a break was missed and why, because if it was by the

1 employee's choice, no liability attaches to the Defendant.

2 36. Based on these defenses, Plaintiff placed a risk-adjusted value of \$370,000 on the
3 meal and rest break claims.

4 37. Plaintiff also brought PAGA claims for these same issues, with a maximum
5 PAGA value of \$389,400 based on 3,894 allegedly violative pay periods times \$100. However,
6 Plaintiff applied the same risk and discretionary reduction analysis to arrive at risk-adjusted
7 PAGA penalties of \$95,000.

8 Reimbursement Claims

9 38. Plaintiff also alleged that Defendants failed to reimburse the Class for expenses
10 such as cellular phone usage and mileage when driving between client locations. However,
11 based on data and information leading up to mediation, Plaintiff assigned no independent value
12 to this claim on a class or PAGA basis.

13 Failure to Timely Pay Wages Upon Separation of Employment

14 39. Furthermore, Plaintiff alleged that Defendants failed to timely pay all wages owed
15 to the Class Members upon separation of employment. Based on this theory of liability, Plaintiff
16 calculated the maximum waiting time penalties to be \$604,800 (based on 140 Class Members
17 that separated from employment during the applicable period, multiplied by the average daily
18 rate of pay (\$144) and 30 days [140 x \$144 x 30 = \$604,800]).

19 40. But this maximum value failed to account for many risks and defenses. For
20 instance, if the misclassification claim failed on the merits, there would be no waiting time
21 penalties owed. Furthermore, even if Plaintiff proved the misclassification claim *and* that there
22 were unpaid wages at the time of termination, she would have to prove that the violations (if any
23 existed) were "willful" under the meaning of Labor Code § 203.

24 41. As a result of these defenses and uncertainties, Plaintiff calculated the risk
25 adjusted value of this claim as \$270,000.

26 42. The PAGA valuation for this claim was quite small, as the penalties are only
27 based on 1 violation per former employee. And Plaintiff estimates that there were 50 Class
28 Members that separated from employment during the PAGA Period, leading to a maximum

1 penalty of \$5,000 which, after assessing the risks above, Plaintiff believed this translated to a
2 risk-adjusted value of \$3,000.

3 Wage Statement Claims

4 43. Plaintiff also argued that, because of Defendants' practice of misclassifying the
5 Class Members, Defendants failed to provide accurate itemized wage statements in compliance
6 with Labor Code § 226.

7 44. Plaintiff calculated the maximum potential value of this claim as \$190,700, based
8 on 1,947 violative wage statements, at \$50 for the initial violation per employee and \$100 for
9 each subsequent violation.

10 45. But, again, this valuation did not incorporate the risks discussed herein, including
11 whether the Class Members were misclassified. And Defendants also argued that, even if
12 Plaintiff succeeded on the misclassification claim, that statutory penalties under Labor Code §
13 226(e) would not apply because their actions were not "knowing and intentional." Based on
14 these factors, Plaintiff assigned moderate risk at various stages of litigation, and arrived at a risk-
15 adjusted value of \$85,000.

16 46. Plaintiff also pursued PAGA claims based on the same theory of liability. Given
17 the approximate 1,947 wage statements at issue, the maximum potential PAGA penalties for this
18 claim equals \$486,750. But this figure again fails to account for the many risks and defenses of
19 the claim. Additionally, given the uncertainty regarding these wage statements requirements,
20 Plaintiff assumed that the Court would exercise its discretion to reduce the penalty amount
21 because the maximum assessment would be "unjust, arbitrary and oppressive, or confiscatory" in
22 light of "the facts and circumstances of [this] particular case." Labor Code § 2699(h). Moreover,
23 if the Court awarded statutory penalties under Labor Code § 226(e), Plaintiff believed that the
24 Court would again use its discretionary power to reduce the PAGA penalties. As such, Plaintiff
25 set the risk-adjusted value of the PAGA wage statement claims at \$60,000.

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1 Collective Totals of Maximum and Risk-Adjusted Class/PAGA Damages and Penalties

2 47. Based on the foregoing, Plaintiff calculated the maximum collective class
3 damages/penalties as \$1,982,638, with a risk-adjusted value of \$775,000.

4 48. Similarly, Plaintiff calculated the maximum collective PAGA penalties as
5 \$1,975,850, with a risk-adjusted value of \$303,000. [CMO ¶ G(9)(iii) and (iv)]

6 CMO ¶ G(3)(a)(iv)

7 49. My team estimates that, based on an estimated 226 Class Members and 8,763
8 total workweeks at issue through November 30, 2021: (1) the average payment will be
9 \$1,127.58, (2) the workweek value will be \$29.08, (3) the high payment will be \$7,153.68 (if a
10 Class Member worked every week during the Class Period), and (4) the low payment will be
11 \$29.08 (if a Class Member worked only one week during the Class Period).

12 CMO ¶ G(3)(a)(v)

13 50. My team estimates that, based upon approximately 90 Aggrieved Employees and
14 1,947 workweeks in the PAGA Period, each individual Aggrieved Employee will receive \$6.42
15 per week worked in the PAGA Period. Thus, the estimated average per Aggrieved Employee
16 will be \$138.88 (\$12,500 / 90), with a high payment of \$577.80 (if an Aggrieved Employee
17 worked every week during the PAGA Period), with a low payment of \$6.42 (for an Aggrieved
18 Employee that worked only 1 week during the PAGA Period).

19 CMO ¶ G(3)(a)(vi)

20 51. Please see paragraph 17, above, regarding the discovery and investigation
21 conducted to determine the size of the class and strength of claims.

22 CMO ¶ G(3)(a)(vii)

23 52. After making reasonable inquiry of members of other members of my firm (there
24 are no associated law firms), my team has informed me of one other top-filed case that asserts
25 claims similar to those asserted in this action on behalf of a putative class of individuals that
26 appear to fall within the defined Class here.

27 53. That case is entitled *Calderon, et al. v. Professional Registry Holdings, LLC, et*
28 *al.* (hereafter “*Calderon*”), San Diego County Case No. 37-2021-00033063-CU-OE-CTL. The

1 *Calderon* case was filed on August 3, 2021 – months after this case – and a First Amended
2 Complaint was filed on September 14, 2021. *Calderon* is styled as a putative class case for (1)
3 inaccurate wage statements, (2) failure to pay meal period premium pay, (3) failure to pay rest
4 break premium pay, (4) violation of the UCL, and (5) seeking declaratory relief. The *Calderon*
5 case also includes harassment and discrimination claims for the plaintiffs brought under the Fair
6 Employment and Housing Act (FEHA).

7 54. The putative class in *Calderon* is defined as “All persons in California who have
8 worked for Caring Hands Coachella Valley, Chadwick Village Staffing, Scotty’s Domestic
9 Staffing, Coachella Valley Health Personnel, and any other entity run by Professional Registry
10 Holdings, LLC that provides household occupation services to clients any time from four years
11 for the filing of this action to the time of judgment.”

12 55. There is not much to report regarding procedural status of *Calderon*, as a review
13 of the docket shows that an initial hearing has not occurred, and the only activity is the filing of
14 the First Amended Complaint followed by Defendants’ answer.

15 **SUPPORT FOR ASSESSMENT OF PAGA PENALTIES**

16 56. The sections above provide most of the information required by CMO ¶ G(9)(b).
17 The following paragraphs provide the remainder.

18 57. The proposed Settlement allocates \$50,000 of the gross settlement amount to
19 PAGA claims, of which 75% (or \$37,500) will be paid to the California LWDA and 25% (or
20 \$12,500) will be allocated to the Aggrieved Employees as payment of the settlement. This
21 allocation is inherently reasonable given similar settlements.

22 58. There are also other facts that tend to suggest that the Court could utilize its
23 discretion to reduce any potential PAGA penalties awarded at trial. During negotiations,
24 Defendants raised arguments that the assessment of significant PAGA penalties would be
25 “unjust, arbitrary and oppressive, or confiscatory” in light of “the facts and circumstances of
26 [this] case.” *See* Labor Code § 2699(h). Under a potentially-similar “mistake of law” fact
27 pattern, the *Cotter* court approved a 97.5% reduction in PAGA penalties as “appropriate” based
28 on the “unjust, arbitrary and oppressive, or confiscatory” factors because (i) the employer did not

1 “deliberately evad[e] a clear obligation to provide legally required pay and benefits to
2 employees,” (ii) the employer did not “negligently fail to learn about its obligations under the
3 wage and hour laws,” and (iii) the employer’s obligations were “genuinely unclear” because
4 “there is no straight answer to the question.” *Cotter v. Lyft, Inc.* (N.D. Cal. 2016) 193 F.Supp.3d
5 1030, 1037.

6 59. Under this same theory, Defendants would likely argue that significant PAGA
7 penalties would be unjust, arbitrary, oppressive, and confiscatory because they believed their
8 practices to be in compliance with all applicable requirements, and also believed that their
9 system correctly paid employees for all hours worked. As such, Defendant would likely argue
10 they did not “deliberately evade” any legal obligations and, in fact, the opposite is true.
11 Furthermore, Defendants would likely argue that they did not “fail to learn about its obligations”
12 because they believed their practices to be compliant, and also created and implemented its
13 policies and practices to ensure compliance.

14 60. Also, while a PAGA claim for violation of Labor Code § 226 does not require a
15 showing of knowledge or willfulness (*Lopez v. Friant & Associates, LLC* (2017) 15 Cal.App.5th
16 773), Defendants would likely argue that its good faith belief in the legality of its practices
17 shows that it did not evade or fail to learn of its obligations. Additionally, Defendants would
18 likely argue that it would be “unjust” to impose significant penalties for the alleged violations
19 because the class members did not suffer any injury in relation to certain claims (such as wage
20 statement violations).

21 61. Finally, the parties only reached settlement and the agreed-upon PAGA penalties
22 after extensive informal discovery and arms-length negotiation between the parties and through
23 an experienced mediator. Notably, Defendants raised many defenses which, if accepted by the
24 Court, could result in a significant reduction of penalties, or the elimination of penalties
25 altogether through dispositive motions. As such, an assessment of penalties greater than those
26 agreed-upon would be unjust at this stage because this settlement reflects an informed,
27 fundamentally fair, and reasonable settlement of the PAGA claims herein based on the unique
28 facts, defenses, and risks in this case.

1 **THE SETTLEMENT IS FAIR, JUST, AND REASONABLE**

2 62. The settlement was the product of extensive arm's length negotiations, facilitated
3 by an experienced mediator. Though cordial and professional, the settlement negotiations were
4 adversarial and non-collusive in nature. The settlement reached is the product of substantial
5 effort by the parties and their counsel. Although we believed that there was a possibility of
6 certifying the claims, we recognized the potential risk, expense, and complexity posed by
7 litigation, such as unfavorable decisions on class certification, summary judgment, at trial and/or
8 on the damages awarded, and/or on an appeal that can take several more years to litigate.

9 63. The settlement will result in a fair payment to each class member based on the
10 number of Weeks Worked by each Class Member. As set forth hereinabove, we have diligently
11 investigated the claims and defenses on behalf of the class members and worked to achieve a
12 resolution of the claims to maximize the recovery by avoiding further expenditure of attorneys'
13 fees and costs. After evaluating the significant risks attendant with further litigation described
14 above and weighing them against the benefits of a known compromise and settlement as set forth
15 in the Settlement Agreement, settlement on the terms agreed to is believed to be in the best
16 interest of Plaintiff and the Class, and is a fair and reasonable resolution of the claims alleged.

17 64. My firm brought to bear a great deal of experience in negotiating the settlement of
18 this case, especially in a situation where our client settled directly with Defendants behind our
19 backs. Despite this fact, we applied the correct pressure on the company and thereafter engaged
20 in the necessary discovery and investigation, making it possible to exercise informed judgment
21 throughout the settlement process, including significant document review (e.g. documents
22 pertaining to Defendants' policies and procedures, personnel documents, among others), and
23 conducted an extensive analysis of the detailed class-wide data provided by Defendants.

24 65. Based on my experience in other cases, including wage and hour matters, I
25 believe I am qualified to evaluate the class claims and viability of defenses in this class action. In
26 this case, the recovery for each class member is reasonable, fair, and adequate, and a settlement
27 at this time is in the best interests of the class. The settlement provides each class member with
28 compensation for the alleged violations when viewed in relation to the costs and risks inherent in

1 obtaining class certification and proceeding to trial.

2 66. My office, as well as Defendants' counsel, fully endorse the terms and conditions
3 of the settlement as set forth in the abovementioned Settlement Agreement.

4 67. Of course, the settlement amount represents a compromise figure, taking into
5 account the various risks surrounding class certification and the merits of Defendants' asserted
6 defense. Nevertheless, the settlement provides for fair and adequate payments to the class
7 members, with no reversion to Defendants.

8 **PLAINTIFF'S REQUESTED ENHANCEMENT PAYMENTS**

9 68. We seek enhancement payments of \$7,500 for Plaintiff for her service to the
10 Class, and I believe this requested amount is fair and appropriate. Plaintiff came forward and
11 brought this class action despite risk to herself and, in doing so, put the interests of the Class
12 ahead of her own. She each assumed significant risk in bringing this litigation—namely, had she
13 lost, she would have been ordered to pay Defendants' costs.

14 69. Plaintiff provided invaluable assistance to my office and the Class in this case,
15 including providing factual background for the pleadings; reviewing the litigation documents;
16 providing information and documents about Defendants' policies and practices; participating in
17 phone calls to discuss litigation and settlement strategy; making herself available throughout the
18 litigation to assist with analyzing the claims and defenses; helping Class Counsel prepare for the
19 mediation; making herself available for a full-day mediation, and reviewing the settlement
20 documents. Plaintiff agreed to participate in this case with no guarantee of personal benefit.

21 70. Moreover, the requested service award is also reasonable and appropriate given
22 that Plaintiff agreed to a general release as part of this settlement (whereas the Class will only
23 release the claims alleged).

24 71. At final approval, Plaintiff will submit a comprehensive declaration setting forth
25 all of the reasons why she believes that the service award should be approved.

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1 **ADEQUACY OF COUNSEL AND THE PROVISIONAL REASONABLENESS OF THE**
2 **REQUESTED FEES AND COSTS**

3 72. As set forth above, I have handled approximately 250 class and representative
4 actions, have been appointed as class counsel and have successfully resolved over half of those
5 class actions, and many others remain pending and will successfully resolve in the future.

6 73. When this case was taken on a contingency fee basis, with my firm agreeing to
7 assume responsibility for all litigation costs, the ultimate result was far from certain. In the
8 course of this litigation, my firm paid all costs including filing fees, court costs, research fees,
9 and mediation costs. There was never a guarantee that my firm would recoup those expenditures.

10 74. It is my experience that attorney fee awards of one-third of a common fund
11 settlement is the standard in California. In this case, Plaintiff's counsel agreed to seek one-third
12 of the Settlement Amount for attorneys' fees. Defendants do not oppose this fee request. The fee
13 is further warranted because it is within the range of reasonableness typically awarded in class
14 actions. My firm's costs are reasonably capped at \$15,000 and will be based on the actual
15 amount of costs incurred at the time of final approval.

16 **SETTLEMENT ADMINISTRATOR**

17 75. The parties propose that the Court appoint Simpluris to serve as the Settlement
18 Administrator. In accordance with **CMO G(3)(d)(i)**, we obtained bids from 5 different
19 settlement administrators, after which time the Parties mutually agreed to retain Simpluris as the
20 Settlement Administrator based on its low bid. Simpluris provided an all-in (fixed) fee of \$5,100
21 to administer the settlement, as required by the Court and the Settlement Agreement. *See*
22 Declaration of Eric Springer of Simpluris, filed concurrently herewith.

23 **SUBMISSION TO THE LWDA**

24 76. Plaintiff has concurrently submitted the settlement to the LWDA in accordance
25 with Labor Code § 2699(1)(2). The proof of submission is attached hereto as **Exhibit F**.

26 ///

27 ///

28 ///

EXHIBITS AND CONCLUSION

77. The signed Settlement Agreement is attached hereto as **Exhibit A**.

78. The proposed Class Notice is attached as **Exhibit B**.

79. The proposed Request for Exclusion Form is attached as **Exhibit C**.

80. The proposed Objection For is attached as **Exhibit D**.

81. A true and correct copy of the notice letter we submitted to the LWDA on April 23, 2021, is attached as **Exhibit E**.

82. The LWDA's confirmation of receipt of this Motion and Declaration is attached hereto as **Exhibit F**.

83. For the foregoing reasons, it is respectfully requested that the Court grant preliminary approval of the settlement as being fair, reasonable, and in the best interests of the class, as well as preliminarily approve the requested attorneys' fees, costs, and enhancement payment to the Class Representative.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on December 16, 2021, at Riverside, California.

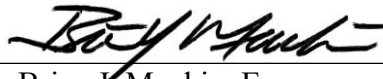
By: 
Brian J. Mankin, Esq.

EXHIBIT “A”

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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

Amount defined herein.

37. “Settlement Class” is defined as 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, who have not previously released their Released Claims against Defendants.

38. “Settlement Class Member” or “Class Member(s)” refers to individual members of the Settlement Class.

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

B. General Terms

40. Plaintiff filed her initial class action complaint in the Court on April 23, 2017, and then subsequently filed a First Amended Complaint on June 15, 2021, and a Second Amended Complaint to add PAGA claims on August 6, 2021. The operative Complaint alleges class action and representative PAGA claims, 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) related claims under PAGA.

41. Defendants deny Plaintiff’s claims and allegations and contend that the Action is 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

thereunder, or other applicable tax law, is changed after the date of this Agreement, the processes set forth in this Section may be modified in a manner to bring Defendants into compliance with any such changes. 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 payments described herein.

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

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

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

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

23 *To the Settlement Class:*

24 Brian J. Mankin, Esq.
25 Lauby, Mankin & Lauby LLP
26 4590 Allstate Drive
27 Riverside, CA 92501
28 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: _____

PLAINTIFF AND CLASS REPRESENTATIVE:

2
3 _____
4 Chandra Finger

5 Dated: _____

CLASS COUNSEL
LAUBY, MANKIN & LAUBY LLP

6
7 _____
8 Brian J. Mankin
Attorneys for Plaintiff

9 Dated: _____

**DEFENDANT PROFESSIONAL REGISTRY
HOLDINGS, LLC:**

10
11 _____
12
13 By: _____

14 Dated: _____

DEFENDANT KEVIN BASS:

15
16 _____
17 Kevin Bass

18 Dated: _____

DEFENDANT GEORGE TUCKER:

19
20 _____
21 George Tucker

22 Dated: _____

DEFENDANT KIRVIN SATTERWHITE:

23
24 _____
25 Kirvin Satterwhite

26 Dated: _____

DEFENSE COUNSEL:
LAW OFFICES OF DARREN D. DANIELS

27
28 _____
Darren D. Daniels, Esq.
Attorneys for Defendants

EXHIBIT “B”

NOTICE OF SETTLEMENT OF CLASS ACTION

Chandra Finger v. Professional Registry Holdings, LLC, Kevin Bass, George Tucker, and Kirvin Satterwhite

Superior Court of the State of California, County of Riverside
Case No. CVRI2101956

To: 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 Professional Registry Holdings, LLC (a Limited Liability Company), Kevin Bass, George Tucker, and Kevin Satterwhite ("Defendants") in the State of California and who were classified by Defendants as independent contractors (meaning you were paid on a 1099 basis) at any time between April 23, 2017 and **INSERT DATE** (the "Class"):

THIS NOTICE is of a proposed settlement of a class action lawsuit, and an announcement of a court hearing that you may choose to attend. Your rights may be affected by the legal proceedings in this action. The Court will conduct a hearing on **INSERT DATE** to address whether the proposed settlement should be approved ("Final Approval Hearing"). You may be entitled to receive a payment under the terms of this class action settlement contained in the Settlement Agreement.

IDENTIFYING INFORMATION

You have been identified as a Class Member in the above lawsuit. Under the terms of the proposed settlement, you are estimated to receive approximately **INSERT AMOUNT** as your share of the Settlement should the Court grant the settlement in full. Please note that this is only an estimate. Your actual share may be more or less than this estimate. Your estimate is based on the number of weeks during which you performed services for Defendants between April 23, 2017, and **INSERT DATE** (the "Class Period"), as discussed in more detail in Section IV. Your eligibility requirements for receiving payments are described below.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE A SETTLEMENT PAYMENT	If you want to receive your full settlement payment, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if the Settlement receives final approval by the Court. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Released Class Claims described in Section IV.
EXCLUDE YOURSELF	If you do not wish to participate in the settlement of the Class Claims, you may "opt-out" of the settlement of the Class Claims. If you choose to opt-out, you must submit a Request for Exclusion from the Settlement Class by INSERT DATE , 2022 (see Section VI for more details on how to opt-out). If you opt-out of the settlement of the Class Claims, you will no longer be a Class Member, and you will (1) <u>not</u> receive any settlement payment for the Class Claims, but you will preserve your right to pursue the Released Class Claims described in Section IV subject to applicable statutes of limitations, and (2) be barred from filing an objection to the settlement. You still will receive a payment as part of the civil penalties paid pursuant to the California Private Attorneys General Act of 2004 ("PAGA") and will release your claims for such civil penalties.
OBJECT	If you decide to object to the settlement with respect to the Class Claims because you find it unfair or unreasonable, you must submit an objection stating why you object to the settlement by INSERT DATE , 2022 (see Section VI for more details on how to object).
DISPUTE YOUR NUMBER OF PAY PERIODS CREDITED	If you believe the number of pay periods that you were credited with working during the Class Period is incorrect, you may submit a written dispute to the Settlement Administrator (see Section IV for more details on how to dispute your credited pay periods). Defendant's records will be presumed correct, but you may provide evidence to the Settlement Administrator showing that your Pay Period calculation is inaccurate.

I. Why should I read this Notice?

The Court has granted preliminary approval of a proposed settlement (the "Settlement") in *Chandra Finger v. Professional Registry Holdings, LLC, Kevin Bass, George Tucker, and Kirvin Satterwhite*, Superior Court of the State California, County of Riverside, Case No. CVRI2101956 (the "Lawsuit"). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

Defendants identified you as a Class Member that performed services for Defendants as an independent contractor (meaning you were paid on a 1099 basis) at some during the Class Period. The Court ordered this Notice to be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

NO ACTION NEEDS TO BE TAKEN TO RECEIVE MONEY UNDER THE SETTLEMENT: If you qualify as a Class Member and performed services for Defendants California during the Class Period, you are automatically included in the Settlement and do not need to take any further action to receive a payment.

The purpose of this Notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the proposed Settlement, and to discuss your rights and options in connection with the Lawsuit and the Settlement.

Questions? Please Call: **INSERT PHONE NUMBER**

II. What is this lawsuit about?

On April 23, 2021, Plaintiff and Class Representative Chandra Finger, through her attorneys (“Class Counsel”), filed a class and representative action lawsuit against Defendants for alleged wage and hour violations on behalf of Class Members (which includes “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 during the Class Period.”) The Lawsuit alleges that Defendants violated various California Labor Code provisions, California Business and Professions Code Section 17200, and the applicable Industrial Welfare Commission (“IWC”) Wage Order. In summary, Plaintiff alleges that Defendants misclassified the Class Members as independent contractors instead of employees, failed to pay minimum wages, failed to pay overtime wages, failed to provide meal periods, failed to provide rest breaks, failed to reimburse business expenses, failed to timely pay wages each period and upon separation of employment, and failed to provide accurate itemized wage statements. All of these claims are called the “Class Claims.” The Lawsuit also sought, on behalf of the California Labor Workforce Development Agency (“LWDA”), civil penalties pursuant to PAGA as a representative action. The civil penalty claims are called “PAGA Claims” and the relevant period for PAGA claims is April 23, 2020 to **INSERT DATE** (the “PAGA Period”).

Defendants deny these allegations and contend that they have done nothing wrong. Defendants contend that the Class Members were properly classified as independent contractors and deny that they owe any wages, expenses, restitution, penalties, or other damages to the Class. Accordingly, this Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendants, by whom all liability is expressly denied.

The Court has not ruled on the merits of Plaintiff’s claims. And, by approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case if it went to trial. The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the final fairness hearing. However, to avoid additional expense, inconvenience, and risks of continued litigation, Defendants and Plaintiff have concluded that it is in their respective best interests and the interests of the Class to settle the Lawsuit on the terms summarized in this Notice. After extensive investigation and review of information provided by Defendants to Class Counsel, the Settlement was reached following an arm’s length mediation. In these negotiations, both sides recognized the substantial risk of the Court deciding against them at trial and determined that the Settlement was a good option to resolve the disputed claims.

The Class Representative and Class Counsel support this Settlement. Among the reasons for their support are the defenses to liability potentially available to Defendants, the risk the Court may not certify this case to proceed as a class action, the inherent risk of trial on the merits, and the delays and uncertainties associated with litigation.

If you are still performing services for Defendants, this Settlement will not affect your status. California law strictly prohibits unlawful retaliation. Further, Defendants will not take any adverse action against or otherwise target, retaliate, or discriminate against any Class Member because of the Class Member’s participation or decision not to participate in this Settlement. If a Class Member does not participate, his/her share will be paid to those who do participate.

III. Who represents the Class?

The Court has designated Plaintiff Chandra Finger to serve as Class Representative in this lawsuit. The attorneys and law firm that serve as Class Counsel are identified and can be reached as follows:

Attorneys for the Class Members

Brian Mankin, Esq.
brian@lmlfirm.com
Peter Carlson, Esq.
peter@lmlfirm.com
Lauby, Mankin & Lauby LLP
4590 Allstate Drive
Riverside, CA 92501
Tel: (951) 320-1444

IV. What are the terms of the Settlement?

On **[PA DATE]**, the Court granted preliminary approval of the Settlement. Class Members who do not opt out of the Settlement (the “Settlement Class”), pursuant to the procedures set forth in this Notice, will be mailed a settlement check, and in exchange, will be bound by the terms of the Settlement and release of certain wage and penalty claims against Defendants.

Without admitting any wrongdoing, Defendants have agreed to pay **\$500,000** **If the Escalator Clause is triggered, the Administrator shall increase this figure to the correct amount pursuant to S.A. ¶ 78** (the “Settlement Amount”) to fully resolve all claims in the Lawsuit. The Parties agreed to the following payments from the Settlement Amount:

Settlement Administration Costs. The Court has approved Simpluris to act as the “Settlement Administrator,” who is sending this Notice Packet to you and will perform many other duties relating to the Settlement. Under the Settlement, \$5,100 will be paid from the Settlement Amount to pay the Settlement Administration Costs.

Penalties to the California Labor Workforce and Development Agency and Aggrieved Employees. The Labor Code Private Attorneys General Act of 2004 (“PAGA”) authorizes employees to file lawsuits to attempt to recover civil penalties on behalf of other Aggrieved Employees and the State of California for alleged Labor Code violations. Under the Settlement, \$50,000 of the Settlement Amount will be allocated to Plaintiff’s claim under the PAGA. Of this amount, \$37,500 will be paid to the LWDA in satisfaction of the claims for penalties under PAGA, and the remaining \$12,500 will be divided between all Aggrieved Employees on a Workweek basis. “Aggrieved Employees” is defined to include 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 period of April 23, 2020, through **INSERT DATE**. Review the information below to determine if you are an Aggrieved Employee and eligible to receive a share of the \$12,500 allocation:

Do you Qualify as an Aggrieved Employee?	Weeks Worked as an Aggrieved Employee	Your Share of PAGA Penalties
YES/NO	INSERT	\$INSERT

Attorneys’ Fees and Expenses. Class Counsel have been prosecuting the lawsuit on behalf of the Class Members on a contingency fee basis (meaning that Class Counsel has not been paid any money to date and would only receive its attorneys’ fees if the case succeeded) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Settlement Amount. Class Members are not personally responsible for any of Class Counsel’s attorneys’ fees or expenses. Class Counsel will collectively ask for fees of one-third of the Settlement Amount **[\$166,666.66]** **[If the Escalator Clause is triggered, the Administrator shall increase this figure to the correct one-third amount]** as reasonable compensation for the work Class Counsel performed and will continue to perform in this lawsuit through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$15,000 for the costs Class Counsel incurred in connection with the lawsuit.

Service Payments to Class Representatives. Class Counsel will ask the Court to award Class Representative Chandra Finger a service payment in the amount of \$7,500 to compensate her for her service, risks undertaken, and extra work provided on behalf of the Class Members.

Calculation of Individual Settlement Amounts to Class Members. After deducting the amounts above, the balance of the Settlement Amount will form the Net Settlement Amount (or “NSA”) for distribution to the “Participating Class Members” (i.e., those who did not timely request to be excluded). The Settlement Administrator will calculate each Class Members’ pro-rata share of the NSA based on the number of workweeks worked by each Class Member during the Class Period. The dollars per compensable workweek will be calculated by dividing the total Weeks Worked by Settlement Class Members into the Net Settlement Amount to determine a per workweek value (“Workweek Value”). The Workweek Value will be multiplied by the number of Weeks Worked by each Participating Class Member during the Class Period to determine the Individual Settlement Amount for each Participating Class Member. If there are any timely submitted Requests for Exclusion, the Settlement Administrator shall proportionately increase the Individual Settlement Amounts for each Participating Class Member so that the amount actually distributed to Participating Class Members equals 100 percent of the Net Settlement Amount. While the range of recovery will differ for Class Members, it is estimated that the average payment will be **\$x,xxx.xx**, the high payment will be **\$x,xxx.xx**, and the low payment will be **\$xx.xx**.

For each Settlement Class Member, the Weeks Worked during the Class Period will be calculated from Defendants’ records. Defendants’ records indicate that you were performed services for Defendants in California for **[TOTAL WEEKS]** during the Class Period of April 23, 2017, through **INSERT DATE**. If you disagree with this number, you may submit evidence to the Settlement Administrator on or before **INSERT DATE 45 Days After Mailing**, with documentation to establish the number of weeks you claim to have actually performed services for Defendants in California between April 23, 2017, and **INSERT DATE**. **DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED; DO NOT SEND ORIGINALS.** The Parties and Administrator will evaluate the evidence submitted by the Settlement Class member and discuss in good faith how many workweeks should be credited to each Settlement Class member. If the Parties are unable to agree, the Court will render a final decision.

Timing of Payments to Class Members. After the Court grants Final Approval of the Settlement and Judgment is entered, settlement checks will be mailed to all Participating Class Members who did not timely request to be excluded. For those Aggrieved Employees who requested to be excluded from the settlement of the Class Claims, their settlement checks will be for their share of PAGA civil penalties only for release of the PAGA Claims, and they will not include any payment for settlement of the Class Claims. The anticipated payment date (assuming the Settlement receives final approval and there are no objections or appeals, which may delay the payments) is approximately October 13, 2022. Participating Class Members and/or Aggrieved Employees will have 180 days from the issuance of the last check to cash all of the checks. If a Participating Class Member and/or Aggrieved Employee fails to timely cash a settlement check, a stop payment will be placed on the check and the funds will be paid to the California State Controller’s Office in the name of the Participating Class Member, so that the Participating Class Member can attempt to collect the funds at a later date.

Allocation and Taxes. Because the Class Members performed contract services for Defendants as independent contractors, rather than as employees, and because Defendants fully dispute the allegations alleged herein, the Parties agree that the settlement funds paid to the Settlement Class will be allocated and paid to the Class Members as contract compensation, interest, and penalties from which no state or federal taxes will be withheld or deducted. The Class Members are responsible for taxes and accounting on their payments received. Similarly, all PAGA Penalties paid to the Aggrieved Employees shall be treated entirely as civil penalties and shall be reported as required on IRS Form 1099.

Release. Once the Court approves the Settlement, enters Judgment, and Defendants fund the Settlement Amount, then the Settlement Agreement will bind all of the Participating Class Members, as described below. Specifically, all Participating Class Members will release and discharge, for the time period from April 23, 2017, through **INSERT DATE**, Defendants, together with their members, member managers, officers, directors, employees, and agents (collectively, the “Released Parties”) from 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 statutory penalties based on the facts or claims alleged in the Complaint. Additionally, Plaintiff, acting on behalf of herself and the State of California and the LWDA, will release

all PAGA claims 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.

Waiver of Labor Code Sections 206.5(e) and 2804. Class Members who do not opt out will be deemed to have acknowledged and agreed that their claims for wages, unreimbursed expenses, and/or penalties in the Lawsuit are disputed, and that the Individual Settlement Amounts constitute payment of all sums allegedly due to them. Class Members will be deemed to have acknowledged and agreed that California Labor Code Sections 206.5 and 2804 are not applicable to the Individual Settlement Amounts. These sections provide in pertinent part as follows:

“No employer shall require the execution of any release of any claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of such wages has been made.”

“Any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled under the laws of this State.”

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and the entry of Judgment.

V. How do I receive a payment?

You are automatically included as a Settlement Class Member to receive an Individual Settlement Amount, provided that you do not exercise your right to opt-out as explained below. You do not need to take any further action to receive a payment. It is the responsibility of all Class Members to ensure that the Settlement Administrator has your current address on file, or you may not receive important information or an Individual Settlement Amount.

VI. What are my rights and options?

- A. **Do Nothing and Participate in the Settlement.** Under the Settlement, you will automatically receive a Settlement Payment unless you exclude yourself from the settlement by following the exclusion procedure set forth below. If you disagree with the number of weeks worked, as described in this Notice, you may dispute the allocation of the Settlement without excluding yourself or objecting, as described below.

If you are currently performing services for Defendants, your decision as to whether to participate in this Settlement will not be considered by the Defendants and Defendants will not take any adverse action against you based on your participation in the Settlement.

- B. **Exclude Yourself from the Settlement.** If you **do not** wish to take part in the release of the Class Claims in the Settlement, you may exclude yourself by completing, signing, and mailing the accompanying Request for Exclusion Form to the Settlement Administrator, postmarked on or before **INSERT DATE**. Any person who files a timely Request for Exclusion from the Class Claims in the Class Action Settlement, upon receipt: (1) will not have any rights under this Settlement, including the right to object, appeal or comment on the Settlement; (2) will not be entitled to receive any payments from the Net Settlement Amount; (3) will preserve the right to pursue the Released Claims subject to applicable statutes of limitations, and (4) will not be bound by this Settlement, or the Judgment. However, all Aggrieved Employees will receive their respective share of PAGA Penalties regardless of whether they file a Request for Exclusion as a Class Member.
- C. **Object to Settlement.** You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the proposed Settlement, you or your own attorney must submit a written objection, on the enclosed Objection Form and include any and all evidence and supporting papers (including, without limitation, all briefs, written evidence, and declarations), to the Settlement Administrator. The Objection Form and any accompanying evidence and papers must be sent to the Settlement Administrator at the address listed in Section V, **postmarked** on or before **INSERT DATE**. If you do not comply with these procedures and the deadline for objections, the Court may not consider your objection at the Final Approval Hearing, and you may lose the right to contest the approval of the Settlement. You are still eligible to receive a settlement payment should the settlement become Final even if you object to the settlement. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment before entry of judgment.

VII. What is the effect of the settlement?

Released Rights and Claims. The Settlement is intended to settle all claims against the Released Parties that were asserted in the Lawsuit regarding the alleged violations of wage and hour laws. If you are a Class Member and do not elect to exclude yourself from the Settlement Class, you will be deemed to have entered into this Release and to have released the above-described Released Claims. If the Settlement is not approved by the Court or does not become final for some other reason, the Lawsuit may continue, and the releases will not take effect.

VIII. When is the court hearing and what is it for?

On **INSERT FINAL APPROVAL HEARING DATE**, the Court will hold a public hearing in Department 6 of the Superior Court for the State of California, County of Riverside, 4050 Main St, Riverside, CA 92501, for the purposes of determining whether the proposed Settlement is fair, adequate and reasonable and should be approved, whether to approve Class Counsel's applications for attorneys' fees and costs, whether to approve the payments to the LWDA, and whether to approve Plaintiff's request for the service awards. This hearing may be continued or rescheduled by the Court without further notice to the Class. Objectors to the proposed settlement will be provided notice in the event that the Final Approval Hearing is continued to a later date. Class Members who support the proposed Settlement do not need to appear at the hearing and do not need to take any other action to indicate their approval. Class Members who object to the proposed Settlement are not required to attend the Final Approval Hearing.

IX. Where can I get more information?

If you have questions about this Notice, the enclosed Request for Exclusion Form and Objection Form, or the Settlement, or if you did not receive this Notice in the mail and you believe that you are or may be a member of the Class, you should contact the Settlement Administrator for more information or to request that a copy of this Notice and request for Exclusion Form and Objection Form be sent to you in the mail. If you wish to communicate directly with Class Counsel, you may contact them – contact information noted above in Section III. You may also seek advice and guidance from your own private attorney at your own expense if you so desire.

This Notice is only a summary. For more detailed information, you may review the Settlement Agreement, containing the complete terms of the proposed Settlement, which is on file with the Court and attached to the Declaration of Brian J. Mankin in Support of Motion for Preliminary Approval of Class Action Settlement filed on **December 17, 2021** and available to be inspected at any time during regular business hours at the Clerk's Office, Superior Court for the State of California, County of Riverside, 4050 Main St, Riverside, CA 92501. You may also review the pleadings, records, and other papers on file in this lawsuit at the Clerk's Office or online at <https://epublic-access.riverside.courts.ca.gov/public-portal/>. To access the case file, click on "Case Number Search," then create a free online account, then type in the case number (CVRI2101956) where requested, and click "Search."

PLEASE DO NOT WRITE OR TELEPHONE THE COURT OR DEFENDANT FOR INFORMATION ABOUT THE PROPOSED SETTLEMENT OR THIS LAWSUIT.

EXHIBIT “C”

REQUEST FOR EXCLUSION FORM

Chandra Finger v. Professional Registry Holdings, LLC, Kevin Bass, George Tucker, and Kirvin Satterwhite

Superior Court of the State of California, County of Riverside

Case No. CVRI2101956

[NAME]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

DO YOU WANT TO PARTICIPATE IN THE SETTLEMENT AND RECEIVE A SETTLEMENT CHECK? (check the box that applies)

☐

YES: STOP HERE -- DO NOT RETURN THIS FORM. NO FURTHER ACTION IS NEEDED TO PARTICIPATE IN THE SETTLEMENT.

☐

NO: SIGN, DATE AND RETURN THIS FORM TO EXCLUDE YOURSELF FROM THE SETTLEMENT.

By signing and completing the below, I agree to the following:

I do NOT want to participate in the settlement in Chandra Finger v. Professional Registry Holdings, LLC, Kevin Bass, George Tucker, and Kirvin Satterwhite, (Riverside Superior Court Case No. CVRI2101956). I understand by excluding myself from the settlement that I will not receive any money from the settlement other than my share of PAGA Penalties if I qualify as an Aggrieved Employee (with further detail provided in the attached Notice of Settlement of Class Action).

Signed on _____, 2021

[NAME]

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL, POSTMARKED NO LATER THAN [INSERT DEADLINE]:

INSERT SETTLEMENT ADMINISTRATOR ADDRESS

EXHIBIT “D”

OBJECTION FORM

Chandra Finger v. Professional Registry Holdings, LLC, Kevin Bass, George Tucker, and Kirvin Satterwhite

Superior Court of the State of California, County of Riverside

Case No. CVRI2101956

Please verify and/or complete any missing identifying information:

[NAME]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

DO YOU OBJECT TO THE SETTLEMENT? (check the box that applies)

☐

NO: STOP HERE -- DO NOT RETURN THIS FORM.

☐

YES: COMPLETE THE REVERSE SIDE AND RETURN THIS FORM STATING THE REASONS WHY YOU OBJECT TO THE SETTLEMENT.

The Court will consider your objection at the Final Approval Hearing if you submit a timely and valid written statement of objection. Any objection should describe the nature of and basis for the objection, and any other information that you would like the Court to consider.

I OBJECT to the *Chandra Finger v. Professional Registry Holdings, LLC, Kevin Bass, George Tucker, and Kirvin Satterwhite* Settlement on the following grounds (if additional space is necessary, please include additional sheets of paper):

Signed on _____, 2021

[NAME]

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL, POSTMARKED NO LATER THAN [INSERT OBJECTION DEADLINE]:

[INSERT SETTLEMENT ADMINISTRATOR ADDRESS]

EXHIBIT “E”