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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

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

Plaintiff,

vs.

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

Defendants.

Case No.: CVRI2101956

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

**DECLARATION OF PLAINTIFF
CHANDRA FINGER IN SUPPORT OF
CLASS ACTION SETTLEMENT**

I, Chandra Finger, state and declare:

1. I am the Plaintiff in the above captioned action and have personal knowledge of all matters stated herein and could competently testify thereto.

2. I make this declaration in support of the motion for final approval of the class action settlement reached in this matter. As discussed herein, I believe that the settlement is fair and reasonable and constitutes a fair resolution of the claims alleged.

1 3. I performed work for Defendants from approximately 2017 through April 2021.
2 But, when I worked for Defendants, there were several issues that bothered me and which I
3 thought may violate California law. For instance, I was classified as an independent contractor
4 but thought that I should have been treated as an employee. Also, I did not believe the company
5 paid proper wages, and the company frequently failed to provide my paycheck on time. I voiced
6 many of these concerns to the company, but this resulted in me being treated differently and
7 receiving unfair treatment – and I was even told that I “used to be pleasant to work with” before
8 raising the complaints about wages. Ultimately, this treatment left me no choice but to leave the
9 company, resulting in several months of lost wages.

10 4. In April 2021, I researched attorneys and contacted Lauby, Mankin & Lauby
11 LLP. Although I strongly believed that there were violations of California law, I was unsure if I
12 wanted to bring a lawsuit because of the risk of stepping forward as a whistle blower, since this
13 could jeopardize my livelihood in the industry and make it difficult to find future jobs.
14 Nevertheless, because I did not think that myself or the other employees were being treated
15 properly, I retained Lauby, Mankin & Lauby, LLP, to move forward with a case.

16 5. After retaining my attorneys, I understood that I had two options: I could pursue
17 my individual case – including claims for harassment, retaliation, and wrongful termination (as
18 discussed below) – and attempt to maximize my personal recovery, or I could bring a
19 class/representative action and put the interests of the class ahead of my own. The decision of
20 whether to bring my individual claims or to bring a class action put me in a tough spot, because
21 on the one hand, I wanted to hold the company accountable for how they treated me and, on the
22 other hand, I wanted to help other employees that were not paid correctly. And I knew that, if I
23 wanted to bring a class action, I would need to put the interests of the class first to better serve
24 the class. In the end, in the interest of helping all employees that were subjected to the wage
25 violations, I decided to help everyone by bringing a class/representative action.

26 6. Since first initiating this action, I estimate that I have spent over fifty (50) hours
27 engaged in activities to benefit the class. I have assisted my attorneys in numerous ways,
28 including helping to explain and discuss the company’s practices and their general practices and

1 procedures, locating and analyzing company documents, preparing for and making myself
2 available for the all-day mediation (including discussing the company's general policies,
3 practices, and procedures), and then reviewing all settlement documents through this approval
4 process. These efforts occurred through numerous telephone conferences, letters, emails, and text
5 communications.

6 7. I respectfully request that the Court approve the agreed-upon service award. As a
7 result of putting the interests of the class members ahead of my own, we were able to obtain a
8 highly beneficial settlement for the class members, and I was informed that my share will be
9 approximately \$5,542.

10 8. I also believe that the requested service award is fair and reasonable given that I
11 have faced substantial risks and made numerous sacrifices to obtain this class action settlement.

12 9. For example, filing this lawsuit and being a whistleblower was stressful on a day-
13 to-day basis as I have constantly worried about the risk that this could impact my ability to find
14 future jobs. After all, the caregiver industry is very tight-knit and I was worried that filing the
15 case may get me labeled as a whistleblower, resulting in retaliation and difficulty finding work
16 for the rest of my career. And, in this respect, I believe that my ability to find work with other
17 companies has been impacted after filing this lawsuit (although I do not have specific evidence
18 as to why this is occurring).

19 10. Additionally, as a condition of this settlement, I was required to compromise on
20 and waive my separate individual claims for harassment, retaliation, and wrongful termination.
21 Notably, I believe that the company retaliated against me (such as by not providing new clients)
22 after I voiced concerns about wages and the timing of payment. And this unfair treatment left me
23 no choice but to leave, and I intended to bring a claim for wrongful termination in this respect
24 since I had approximately 2 months of lost wages. Thus, although I wanted to bring these
25 individual claims, the proposed class action settlement required me to waive all of my claims in
26 order to benefit all of the other employees, and I ultimately agreed to compromise on the value of
27 my individual claims.
28

11. I believe that request for the \$7,500 service award is justified based on (a) the time I have spent on the case, which resulted in a good settlement for the class, (b) the risks I took in bringing this case, which I believe were (unfortunately) realized as my ability to find work has been impacted, and (c) my agreement to waive all of my individual claims for harassment, retaliation, and wrongful termination in exchange for the requested service award. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on May 5, 2022, at Loma Linda, California.

By: Chandra Finger (May 5, 2022 10:07 GMT+7)
Chandra Finger