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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
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]*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

January 12, 2022	Preliminary Approval (PA) hearing
February 1, 2022 (20 days after PA)	Deadline for Settlement Administrator to complete first mailing of the Notice Packet to all Settlement Class Members.
March 18, 2022 (45 days after mailing Class Notice)	Deadline for Settlement Class Members to submit Requests for Exclusion and Objections to the settlement.

16 court days before Final Approval hearing	Deadline for Plaintiff to file and serve Motion for Final Approval of Settlement and application for award of attorneys' fees, costs and service payments.
9 court days before Final Approval hearing	Deadline for filing of any written opposition to Plaintiff's Motion for Final Approval of Settlement, or filing any response to an objection to the settlement.
5 court days before final approval hearing	Deadline for filing of any written reply to opposition Motion for Final Approval of Settlement.
TBD (Approximately May 2, 2022 - 110 days after Preliminary Approval is granted)	Final Approval Hearing.

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

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

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

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

Date: _____

Hon. Sunshine Sykes

EXHIBIT “A”

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 “B”

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 “C”

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]