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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
SATTEWHITE, an Individual; and DOES
1 through 20, inclusive;

Defendants.

Case No.: CVRI2101956
*[Assigned to the Hon. Judge Craig Riemer,
Dept 1, for all purposes]*

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF SETTLEMENT;
AND ENTRY OF FINAL JUDGMENT**

Complaint filed: April 23, 2021

The Motion for Final Approval of the Settlement (the “Final Approval Motion”) as set forth in the Class Action Settlement Agreement and Release of Claims¹ (the “Settlement Agreement” attached hereto as Exhibit “A”) came for hearing in Department 1 of the above entitled court. The Final Approval Motion was unopposed by Defendants Professional Registry Holdings, LLC, Kevin Bass, George Tucker, and Kirvin Satterwhite. Having considered the

¹ Originally filed as Exhibit A to the Declaration of Brian Mankin in Support of Preliminary Approval, which was filed on December 17, 2021.

1 Final Approval Motion, the Settlement Agreement, the Declarations, and all other materials
2 properly before the Court and having conducted an inquiry pursuant to California Rules of Court,
3 rule 3.769(g), the Court finds that the Settlement Agreement was entered by all parties in good
4 faith, and the Settlement Agreement is approved. Due and adequate notice having been given to
5 the Class, and the Court having considered the Settlement Agreement, all papers filed and
6 proceedings had herein and all oral and written comments received regarding the proposed
7 settlement, and having reviewed the record in this Litigation, and good cause appearing,

8 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

9 1. The Court, for purposes of this Judgment and Order (“Judgment”), refers to all
10 defined terms (i.e., terms with initial capitalization) as set forth in the Settlement Agreement.

11 2. The Court has jurisdiction over the subject matter over this Action, the Class
12 Representative, the Class Members, and Defendants.

13 3. The Court finds that the distribution of the Class Notice, Objection Form, Dispute
14 Form and Exclusion Form (attached as Exhibit “B”), as provided for in the Order Granting
15 Preliminary Approval for the Settlement, constituted the best notice practicable under the
16 circumstances to all Class Members and fully met the requirements of California law and due
17 process under the California and United States Constitution. Based on evidence and other
18 material submitted, the actual notice to the class was adequate.

19 4. The Court finds that the instant Action presented a good faith dispute of the
20 claims alleged, and the Court finds in favor of settlement approval. Specifically, as defined in
21 the Settlement Agreement, the Released Claims on behalf of the Class included (a) willful
22 misclassification, (b) failure to pay minimum wages, (c) failure to pay overtime wages, (d)
23 failure to provide meal periods, (e) failure to provide rest breaks, (f) failure to reimburse business
24 expenses, (g) failure to timely pay wages each period and upon separation of employment, (h)
25 failure to provide accurate itemized wage statements, and (i) unfair and unlawful competition.
26 Additionally, Plaintiff brought the PAGA Released Claims on behalf of the State of California
27 and Aggrieved Employees.

28 / / /

1 5. There were no valid Requests for Exclusion from the Settlement, and all
2 Participating Class Members are entitled to payment pursuant to the Settlement and this
3 Judgment. Furthermore, all Aggrieved Employees are entitled to payment pursuant to this
4 Settlement and Judgment.

5 6. There are no objections to the Settlement.

6 7. The Court approves the Settlement, as set forth in the Settlement Agreement and
7 each of the releases and other terms, as fair, just, reasonable, and adequate as to the Settling
8 Parties. The Settling Parties are directed to perform in accordance with the terms set forth in the
9 Settlement Agreement and this Order and Judgment.

10 8. The Settling Parties are to bear their own costs, except as otherwise provided in
11 the Settlement Agreement and this Order and Judgment.

12 9. For purposes of effectuating this Order and Judgment, this Court has certified the
13 following the class:

14 a. “Settlement Class” is defined as all caregivers, companion aides, nursing
15 assistants, licensed vocational nurses, registered nurses, certified nurse’s assistants, home
16 health aides, and all other similarly situated individuals who performed services for
17 Defendants in the State of California and who were classified by Defendants as
18 independent contractors at any time during the Class Period, who have not previously
19 released their Released Claims against Defendants”). The Class Period is April 23, 2017,
20 through February 9, 2022.

21 b. The Court deems these definitions sufficient for purposes of California
22 Rules of Court, rule 3.765(a).

23 10. With respect to the Settlement Class and for purposes of approving this
24 Settlement, this Court finds and concludes as follows: (a) the Class Members are ascertainable
25 and so numerous that joinder of all members is impracticable; (b) there are questions of law or
26 fact common to the Settlement Class Members, and there is a well-defined community of interest
27 among the Settlement Class Members with respect to the subject matter of the Action; (c) the
28 claims of Class Representative are typical of the claims of the Class Members; (d) the Class

1 Representative has fairly and adequately protected the interests of the Class Members; (e) a class
2 action is superior to other available methods for an efficient adjudication of this controversy; and
3 (f) the counsel of record for the Class Representative, i.e., Class Counsel, are qualified to serve
4 as counsel for the Plaintiff in his individual and representative capacity and for the Settlement
5 Class.

6 11. By this Judgment, the Class Representative shall release, relinquish, and
7 discharge the Released Class Claims and the PAGA Released Claims, as defined in the
8 Settlement Agreement. Additionally, by this Judgment, each of the Participating Class Members
9 shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever
10 released, relinquished, and discharged all Released Class Claims, as applicable to his/her
11 respective class(es).

12 12. Neither the Settlement Agreement nor the Settlement contained therein, nor any
13 act performed or document executed pursuant to or in furtherance of the Settlement Agreement
14 or the Settlement (i) is or may be deemed to be or may be used by plaintiff or Participating Class
15 Members as an admission of, or evidence of, the validity of any of the Released Class Claims, or
16 of any wrongdoing or liability of Defendants or any of the other Released Parties; or (ii) is or
17 may be deemed to be or may be used by plaintiff or Participating Class Members as an
18 admission of, or evidence of, any fault or omission of Defendants or any of the other Released
19 Parties in any civil, criminal, or administrative proceeding in any court, administrative agency, or
20 other tribunal. Defendants or any of the other Released Parties may file the Settlement
21 Agreement and/or the Judgment from this Action in any other action that may be brought against
22 it or them in order to support a defense or counterclaim based on principles of *res judicata*,
23 collateral estoppel, release, good faith settlement, judgment bar or reduction, or any theory of
24 claim preclusion or issue preclusion or similar defense or counterclaim.

25 13. The "Settlement Amount" to be paid under the Settlement Agreement is
26 \$500,000. From this amount, Class Counsel sought an award of attorney's fees of \$166,666.66,
27 litigation expenses of \$9,977.42, a Service Award for Class Representative Chandra Finger of
28 \$7,500, \$5,999 to the Settlement Administrator, Simpluris, and \$37,500 to the LWDA for PAGA

penalties and \$12,500 to the Aggrieved Employees. Defendants do not oppose these requests. The Court finds that the Settlement Amount is fair, reasonable and adequate, and awards the payments set forth below from the Settlement Amount:

- A) \$166,666.66 to Class Counsel for attorneys fees;
- B) \$9,977.42 to Class Counsel for costs/expenses;
- C) \$7,500 to Class Representative Chandra Finger as a Service Award;
- D) \$5,999 to the Settlement Administrator, Simpluris;
- E) \$37,500 to the LWDA;
- F) \$12,500 to the Aggrieved Employees;
- F) After deducting the foregoing payments from the Settlement Amount, the remainder shall form the Net Settlement Amount payable to the Participating Class Members as set forth in the Settlement Agreement and as calculated by the Settlement Administrator.

14. Defendants are directed to fund the Settlement Amount in accordance with the Settlement Agreement and the timeline set forth below. Administrator is directed to calculate the Participating Class Member's Individual Settlement Payments from the Net Settlement Amount, as well as the Aggrieved Employees individual payment, and issue all payments within in accordance with the Settlement Agreement and the timeline set forth below:

Date this Order is entered	The Effective Date occurs.
The later of October 3, 2022 or 15 days after the Effective Date	Defendants are directed to issue the Settlement Amount to the Settlement Administrator.
10 days after receipt of Payment	Settlement Administrator to issue all payments.
180 days after payment is issued	Deadline for Participating Class Members and Aggrieved Employees to cash checks.
May 15, 2023	Settlement Administrator to issue the uncashed check fund to the State Controller.

June 28, 2024	Counsel to file a declaration from the Settlement Administrator setting forth the disbursements that were actually made, including issuing any uncashed funds to the State Controller.
July 10, 2024	Final Report Hearing re: status of funding.

15. The envelope transmitting the settlement checks shall bear the notation “YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED.” Concurrently with mailing the settlement checks to the Participating Class Members and Aggrieved Employees, the Settlement Administrator shall include a Notice of Entry of Judgment to all Class Members either on a postcard or as a detachable portion of the check for the Participating Class Members, noting the following: “Please be advised that on [INSERT DATE] the Superior Court of California for the County of Riverside entered Judgment in the case entitled *Finger v. Professional Registry Holdings, LLC, et al.*, Case No. CVRI2101956, on behalf of the Settlement Class, 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 at any time during the Class Period, who have not previously released their Released Claims against Defendants”). The Class Period is April 23, 2017, through February 9, 2022.”

15. Participating Class Members and Aggrieved Employees shall have 180 days to negotiate the settlement check from the date of issuance by the Settlement Administrator. If a check has not been cashed within 60 days after issuance, the Settlement Administrator shall mail a reminder postcard within 10 days thereafter and provide the Participating Class Member with the deadline to cash the check. If any check that is issued to a current contractor of Defendant is returned to the Settlement Administrator as undeliverable and the Settlement Administrator is unable to locate a valid mailing address, then the Settlement Administrator shall arrange with the Defendants to have the check(s) delivered to the Participating Class Member at their place of work. In the event that a Participating Class Members and/or Aggrieved Employees does not

1 negotiate his/her check within this time period, the check will be canceled. The value of the
2 unclaimed funds in the Settlement Administrator's account as a result of a failure to timely cash
3 a settlement check shall be issued to the State Controller's Office in the person's name.

4 16. This document shall constitute a Judgment for purposes of California Rule of
5 Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the
6 Class Representative, the Class Members, and Defendant for the purposes of supervising the
7 implementation, enforcement, construction, administration, and interpretation of the Settlement
8 Agreement and this Judgment.

9 IT IS SO ORDERED.

10 Dated: _____

11 _____
Hon. Craig Riemer

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

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

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

1 ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

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

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

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

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

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

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

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

6 **E. Release of PAGA Claims**

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

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

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

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

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

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

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

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

13 **G. Interim Stay of Proceedings**

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

17 **H. Notice Process**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

will issue a replacement check.

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

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

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

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

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

(d) Preliminarily approving this Settlement; and

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

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

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

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

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

(c) Entering judgment approving settlement.

K. Voiding the Agreement

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

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

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

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

L. Other Terms

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

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

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

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

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

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

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

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

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

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

To the Settlement Class:

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

1 *To Defendants:*

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

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

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

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

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

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

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

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

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

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

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

-- Signatures on Next Page --

1 Dated: 10/14/2021

PLAINTIFF AND CLASS REPRESENTATIVE:

Chandra Finger

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

Chandra Finger

2
3
4 Dated: 10/14/2021

CLASS COUNSEL

LAUBY, MANKIN & LAUBY LLP

Brian J. Mankin

Brian J. Mankin

Attorneys for Plaintiff

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9 Dated: _____

**DEFENDANT PROFESSIONAL REGISTRY
HOLDINGS, LLC:**

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13 By: _____

14 Dated: _____

DEFENDANT KEVIN BASS:

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20 Kevin Bass

21 Dated: _____

DEFENDANT GEORGE TUCKER:

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24
25
26 George Tucker

27 Dated: _____

DEFENDANT KIRVIN SATTERWHITE:

28 Kirvin Satterwhite

Dated: _____

DEFENSE COUNSEL:

LAW OFFICES OF DARREN D. DANIELS

Darren D. Daniels, Esq.

Attorneys for Defendants

1 Dated: _____

PLAINTIFF AND CLASS REPRESENTATIVE:

2
3 Chandra Finger

4 Dated: _____

CLASS COUNSEL
LAUBY, MANKIN & LAUBY LLP

6
7 Brian J. Mankin
Attorneys for Plaintiff

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9 Dated: 10-11-21

**DEFENDANT PROFESSIONAL REGISTRY
HOLDINGS, LLC:**

10
11
12 By: Kevin Bass, Member

13 10/11/2021
14 Dated: _____

DEFENDANT KEVIN BASS:

15 DocuSigned by:

Kevin Bass

742608D453D48C...
Kevin Bass

16 10/11/2021
17 Dated: _____

DEFENDANT GEORGE TUCKER:

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George Tucker

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George Tucker

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20 10/11/2021
21 Dated: _____

DEFENDANT KIRVIN SATTERWHITE:

22 DocuSigned by:

Kirvin Satterwhite

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Kirvin Satterwhite

23
24 Dated: 10/12/21

DEFENSE COUNSEL:
LAW OFFICES OF DARREN D. DANIELS

25
26
27 Darren D. Daniels, Esq.

28 Attorneys for Defendants

EXHIBIT “B”

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.

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 _____

[NAME]

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

INSERT SETTLEMENT ADMINISTRATOR ADDRESS

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 _____ [NAME] _____

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

[INSERT SETTLEMENT ADMINISTRATOR ADDRESS]