

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

JUN 28 2022

L. Howell

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

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

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

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

Plaintiff,

vs.

PROFESSIONAL REGISTRY HOLDINGS,
LLC, a California Limited Liability
Company; COACHELLA VALLEY
HEALTH PERSONNEL, an Entity
Unknown; KEVIN BASS, an Individual;
GEORGE TUCKER, an Individual, KIRVIN
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") 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 Final Approval Motion, the

¹ See Exhibit A to the Declaration of Brian Mankin in Support of Motion for Final Approval, which was filed on May 5, 2022.

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

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1 5. There were two valid Requests for Exclusion from the Settlement: Karin Vanis
2 and Maria Isabel Miramonte. Except for these two individuals, all Participating Class Members
3 are entitled to payment pursuant to the Settlement and this Judgment. Furthermore, all
4 Aggrieved Employees are entitled to payment pursuant to this 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, \$5,399.10 to the Settlement Administrator, Simpluris, and \$37,500 to the LWDA for

1 PAGA penalties and \$12,500 to the Aggrieved Employees. Defendants do not oppose these
2 requests. The Court finds that the Settlement Amount is fair, reasonable and adequate, and
3 makes certain adjustments to the payments to be awarded from the Settlement Amount. As set
4 forth below, the Court *approves* the following payments from the Settlement Amount:

5 A) \$166,000 to Class Counsel for attorneys fees;

6 B) \$9,677.42 to Class Counsel for costs/expenses;

CR 7 C) \$ 7500.00 to Class Representative Chandra Finger as a
8 Service Award;

9 D) \$5,000 to the Settlement Administrator, Simpluris;

10 E) \$37,500 to the LWDA;

11 F) \$12,500 to the Aggrieved Employees;

12 F) After deducting the foregoing payments from the Settlement Amount, the
13 remainder shall form the Net Settlement Amount payable to the Participating Class
14 Members as set forth in the Settlement Agreement and as calculated by the Settlement
15 Administrator.

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

21 Date this Order is entered	The Effective Date occurs.
22 The later of October 3, 2022 or 15 days after 23 the Effective Date	Defendants are directed to issue the Settlement Amount to the Settlement Administrator.
24 10 days after receipt of Payment	Settlement Administrator to issue all payments.
25 180 days after payment is issued	Deadline for Participating Class Members and Aggrieved Employees to cash checks.
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1 CP 2 3	June 15, 2024 <i>March April 27, 2023</i>	Settlement Administrator to issue the uncashed check fund to the State Controller.
4 CP 5 6	June 28, 2024 <i>May 8, 2023</i>	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.
7 CP 8	July 10, 2024 <i>May 15, 2023</i>	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

1 unable to locate a valid mailing address, then the Settlement Administrator shall arrange with the
2 Defendants to have the check(s) delivered to the Participating Class Member at their place of
3 work. In the event that a Participating Class Members and/or Aggrieved Employees does not
4 negotiate his/her check within this time period, the check will be canceled. The value of the
5 unclaimed funds in the Settlement Administrator's account as a result of a failure to timely cash
6 a settlement check shall be issued to the State Controller's Office in the person's name.

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

12 IT IS SO ORDERED.

13 Dated: June 28, 2023

14 Craig A. Riemer
Hon. Craig Riemer