

ZACHARY M. CROSNER (SBN 272295)
zach@crosnerlegal.com
JAMIE K. SERB (SBN 289601)
jamie@crosnerlegal.com
NIKKI TRENNER (SBN 316007)
nikki@crosnerlegal.com
CROSNER LEGAL, P.C.
9440 Santa Monica Blvd., Suite 301
Beverly Hills, CA 90210
Tel. (310) 496-5818
Fac. (818) 700-9973

Attorneys for Plaintiff STEPHANY CLUCK

**SUPERIOR COURT OF CALIFORNIA
IN AND FOR THE COUNTY OF RIVERSIDE**

STEPHANY CLUCK, as an individual on behalf
of herself and on behalf of all others similarly
situated

Plaintiff,

v.

CHILDHELP, INC., A CALIFORNIA NON-
PROFIT CORPORATION; AND DOES 1-
100, INCLUSIVE,

Defendants.

Case No.: CVRI2202276

Assigned for All Purposes to:
Hon. Harold Hopp
Dept. 1

~~[PROPOSED]~~ ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT

Date: , 2025
Time: 8:30 a.m.
Dept.: 1

Reservation No.:

1 The Court, having read the papers filed regarding Plaintiff's unopposed Motion for
2 Preliminary Approval of Class Action Settlement, and having heard argument on the motion,
3 hereby finds and ORDERS as follows:

4 1. The Class Action and PAGA Settlement Agreement ("Settlement Agreement")
5 attached as Exhibit 1 to the Declaration of Nikki Trnner in support of Plaintiff's Motion for
6 Preliminary Approval of Class Action Settlement, filed on or about February 6, 2025, is within
7 the range of possible recovery and, subject to further consideration at the Final Approval Hearing
8 described below, is preliminarily approved as fair, reasonable, and adequate. The Court, for
9 purposes of this Order, adopts all defined terms as set forth in the Settlement Agreement.

10 2. For purposes of settlement only, the Court provisionally and conditionally certifies
11 the following class: "all persons employed by Defendant ChildHelp, Inc. ("ChildHelp") and
12 classified as an hourly paid, non-exempt employee during the Class Period of January 16, 2021 to the
13 date of this Order.

14 3. The Court finds the Settlement Class, consisting of approximately 340 members, is
15 so numerous that joinder of all members is impracticable, and that the Settlement Class is
16 ascertainable by reference to the business records of defendant ChildHelp.

17 4. The Court finds further there are questions of law and fact common to the entire
18 Settlement Class, which common questions predominate over any individualized questions of law
19 or fact. These common questions include, without limitation: (1) whether ChildHelp paid
20 Settlement Class Members for all hours worked, (2) whether ChildHelp provided all required
21 meal breaks; (3) whether ChildHelp provided all required rest breaks; (4) whether reimbursed
22 reasonable and necessary business expenses, (5) whether ChildHelp provided Settlement Class
23 Members with proper itemized wage statements; and (6) whether ChildHelp timely paid
24 Settlement Class Members all wages due upon separation of employment.

25 5. The Court finds further the claims of named Plaintiff Stephany Cluck are typical of
26 the claims of the Settlement Class, and that she will fairly and adequately protect the interests of
27 the Settlement Class. Accordingly, the Court appoints Stephany Cluck as the Class
28 Representative, and appoints her counsel of record, Zachary M. Crosner, Jamie K. Serb, and

1 Nikki Trenner, and Crosner Legal, P.C., as Class Counsel.

2 6. The Court finds further that certification of the Settlement Class is superior to
3 other available means for the fair and efficient adjudication of the controversy.

4 7. The Court finds further that, in the present case, the proposed method of providing
5 notice of the Settlement to the Settlement Class via First Class U.S. Mail to each Settlement Class
6 Member's last known address, is reasonably calculated to notify the Settlement Class Members of
7 the proposed Settlement and provides the best notice possible under the circumstances. The
8 Court also finds the Notice of Class Action Settlement form is sufficient to inform the Settlement
9 Class Members of the terms of the Settlement and their rights thereunder, including the right to
10 object to the Settlement or any part thereof and the procedure for doing so, their right to exclude
11 themselves from the Settlement and the procedure for doing so, their right to obtain a portion of
12 the Settlement proceeds, and the date, time and location of the Final Approval Hearing. The
13 proposed Notice of Class Action Settlement (Exhibit A hereto), the proposed Request for
14 Exclusion Form (Exhibit B hereto), proposed Objection Form (Exhibit C hereto) and the
15 procedure for providing Notice set forth in the Settlement Agreement, all are approved by the
16 Court.

17 8. Under the terms of the Settlement Agreement, the Court approves the Parties'
18 selection of Apex Class Action, LLC as the Settlement Administrator, and approves its fees in
19 amount not to exceed \$8,400.50. The Settlement Administrator is ordered to mail the Class
20 Notice to the Settlement Class Members, in both English and Spanish, via First-Class U.S. Mail
21 as specified in the Settlement Agreement, and to otherwise carry out all other duties set forth in
22 the Settlement Agreement. The Parties are ordered to carry out and comply with all terms of this
23 Order and the Settlement Agreement, and particularly with respect to providing the Settlement
24 Administrator all information necessary to perform its duties under the Settlement Agreement.

25 9. Any member of the Settlement Class who wishes to comment on or object to the
26 Settlement or any term thereof, including any proposed award of attorney's fees and costs to
27 Class Counsel or any proposed representative enhancement to the Class Representative, shall
28 have forty-five (45) days from the mailing of the Class Notice to submit his or her comments

and/or objection to the Settlement Administrator, as set forth in the Settlement Agreement and Class Notice.

10. Any member of the Settlement Class who wishes to exclude themselves from the Settlement shall have forty-five (45) days from the mailing of the Class Notice to submit his or her Request for Exclusion to the Settlement Administrator, as set forth in the Settlement Agreement and Class Notice.

11. The Settlement administrator is ordered to file a declaration in advance of the Final Approval Hearing attaching and authenticating all Requests for Exclusion, if any, and further attaching and authenticating all Objections, if any.

12. A Final Approval Hearing is hereby set for , 2025, at 8:30 a.m. in Department 1 of the Riverside County Superior Court, to consider any objections to the Settlement, determine if the proposed Settlement should be found fair, adequate and reasonable and given full and final approval by the Court, and to determine the amount of attorney's fees and costs awarded to Class Counsel, the amount of any representative enhancement award to the Class Representative, and to approve the fees and costs payable to the Settlement Administrator. All legal memoranda, affidavits, declarations, or other evidence in support of the request for final approval, the award of attorney's fees and costs to Class Counsel, the enhancement award to the Class Representative, and the fees and costs of the Settlement Administrator, shall be filed no later than sixteen (16) court days prior to the Final Approval Hearing. The Court reserves the right to continue the Final Approval Hearing without further notice to the Settlement Class Members. In the event the Court continues the Final Approval Hearing, the Settlement Administrator shall notify all Class Members who have submitted an Objection, along with their counsel if any, of the continuance.

13. Provided he or she has not submitted a timely and valid Request for Exclusion, any Settlement Class Member may appear, personally or through his or her own counsel, and be heard at the Final Approval Hearing regardless of whether he or she has submitted a written objection.

IT IS SO ORDERED.

Dated: T æ & @ Á Ğ Ê Æ Æ Ğ

Harold E. Kopp

Judge of the Superior Court

EXHIBIT “A”

CALIFORNIA SUPERIOR COURT, COUNTY OF RIVERSIDE
Stephany Cluck v. ChildHelp, Inc.
Case No. CVRI2202276

NOTICE OF CLASS ACTION SETTLEMENT

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.
However, your legal rights are affected by whether you act or don't act.*

YOU may be ENTITLED TO MONEY UNDER THE PROPOSED CLASS AND PAGA SETTLEMENT. READ CAREFULLY – THIS NOTICE INFORMS YOU ABOUT YOUR LEGAL RIGHTS.

You have received this Notice because records indicate that you are a member of the settlement class settled in this action. The settlement class is comprised of all current and former non-exempt employees who for Defendant Childhelp, Inc. (“Defendant”) in California at any time during the Class Period, defined as January 16, 2021 through **INSERT DATE THE COURT GRANTED PRELIMINARY APPROVAL OF THE SETTLEMENT**. (“Class Members”).

On June 6, 2022, Plaintiff Stephany Cluck (“Plaintiff”) filed this lawsuit against Defendant in the Superior Court of the State of California for the County of Riverside, Case No. CVRI2202276. Thereafter, on October 4, 2022, Plaintiff filed a First Amended Complaint (the “Operative Complaint”). The Operative Complaint alleges causes of action against Defendant for (1) failure to pay minimum wages; (2) failure to pay overtime; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to provide accurate itemized wage statements; (6) failure to reimburse business expenses; (7) violation of Unfair Competition Law (“UCL”) and (8) violation of the Private Attorneys General Act of 2004 (“PAGA”);.

The Parties attended mediation on March 27, 2024, and subsequently reached a Settlement through a mediator subject to Court approval. Class Counsel believes that the Settlement is fair, reasonable, and adequate, and that it is in the best interests of Class Members. Defendant has decided that settlement is favorable because it avoids the time, risk, and expense of a lengthy lawsuit, and settlement immediately resolves, finally and completely, the pending and potential claims. By settling this lawsuit, Defendant does not admit, concede, or imply that it has done anything wrong or legally actionable.

The Court has not made any determination as to whether the claims advanced by Plaintiff have any merit or could proceed on a classwide basis. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or Defendant; instead, both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong. By agreeing to resolve the lawsuit, all parties seek to avoid the risks and cost of a trial.

This Notice tells you of your rights to share in the proposed settlement of the Class Action (“Settlement”). There was a Preliminary Approval Hearing on **INSERT DATE OF PRELIMINARY APPROVAL HEARING**, in the Riverside County Superior Court. Judge Harold

Hopp determined only that the proposed settlement might be fair, adequate and reasonable and that a final determination of the issues will be made at the final approval hearing. Judge Harold Hopp also ordered that you receive this Notice.

The Court must approve the terms of the Settlement described herein as fair, adequate, and reasonable to the Class Members. The Settlement will affect all members of the class. Because your rights may be affected by this Settlement, it is important that you read this Notice carefully. This Notice will explain the terms of the Settlement and the amount of money you may receive under the Settlement.

TABLE OF CONTENTS

1. Why Have I Received This Notice?.....	Page 2
2. How Does This Class Action Settlement Work?.....	Page 3
3. How Does This Settlement Affect My Rights?.....	Page 3
4. What Are My Options?.....	Page 4
5. How Much is the Settlement and What is my Estimated Settlement Payment?.....	Page 5
6. Who Are the Attorneys Representing the Parties?.....	Page 6
7. How do I Obtain More Information?.....	Page 6

1. Why Have I Received This Notice?

A Preliminary Approval Hearing was held on **INSERT DATE OF PRELIMINARY APPROVAL HEARING**, in Department 1 of the California Superior Court, County of Riverside. A Preliminary Approval Hearing is a hearing at which the Court determines whether to preliminarily approve the settlement as fair, reasonable, and adequate. The Court conditionally certified the following class for settlement purposes and directed that you receive this Notice:

All non-exempt employees who worked for Defendant in the State of California at any time during the Class Period or from January 16, 2021, through **INSERT DATE THE COURT GRANTED PRELIMINARY APPROVAL OF THE SETTLEMENT**.

You have been identified as a Class Member from Defendant's records. The Settlement will resolve all Class Members' Released Class Claims, as described below, from January 16, 2021, through **May 26, 2024** (the "Class Period").

The Court will hold a Final Approval Hearing concerning the proposed settlement on **INSERT DATE OF FINAL APPROVAL HEARING** at **INSERT TIME OF FINAL APPROVAL HEARING**, before Department 1 of the Superior Court of California, for the County of Riverside, located at 4050 Main Street, Riverside, CA. 92501. A Final Approval Hearing is a hearing set by the Court to make a final determination on the fairness, adequacy, and reasonableness of the Settlement. At this time, the Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate and reasonable, and any final determination of those issues will be made at the Final Approval Hearing.

A. How Will I Know If the Court Changes the Date or Location of the Final Approval Hearing?

The Final Approval Hearing may be continued to another date without further notice. To determine if the Final Approval Hearing has changed, you may contact the Settlement Administrator or Class Counsel; or, you may check the online docket by using the following link and entering the Case No. CVRI2202276: <https://epublic-access.riverside.courts.ca.gov/public-portal/?q=node/379>.

B. I Want to Attend the Hearing. What Are the Court's COVID-19 Procedures?

If you wish to attend the Final Approval hearing, please check the Court's website (<https://www.riverside.courts.ca.gov>) for the Court's current social distancing procedures for attendance at hearings. The Court previously issued a General Order concerning Covid-19 guidelines, which is accessible on its website.

C. If I Do Not Go to the Final Approval Hearing, How Will I Know If the Court Granted Final Approval of the Settlement and Entered Final Judgment?

You may contact the Settlement Administrator or Class Counsel to find out if the Court granted Final Approval and entered Final Judgment. If you wish to obtain a copy of the Final Judgment, it will be posted on the Settlement Administrator's website at [INSERT WEBSITE ADDRESS] and is also available on the Court's docket (see above for instructions on how to access).

2. How Does This Class Action Settlement Work?

In this Class Action, Plaintiff sued on behalf of herself and all other non-exempt employees who worked for Defendant in California at any time during the Class Period. The Settlement resolves the Released Class Claims of all Class Members, except for those who request exclusion from the Settlement, in the manner set forth below.

The Court must review the terms of the Settlement and determine if it is fair and reasonable to the Class. The Court file has the Settlement documents, which explain the Settlement in greater detail. See Section 7 if you would like to obtain documents filed in this Class Action.

3. How Does This Settlement Affect My Rights? What are the Released Claims?

If the proposed settlement is approved by the Court, a Final Judgment will be entered by the Court. All Class Members who do not request exclusion from the Settlement will be bound by the Court's Final Judgment and will release the "Defendant and each of its former and present directors, officers, employees, and agents" ("Released Parties") from the Released Class Claims. The Released Class Claims are defined as:

all claims asserted in the Action, as amended, and/or arising from the facts alleged in the Action, or that could have been raised in the Action based on the facts alleged. The Released Class Claims

include all claims for unpaid wages, including, but not limited to, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; wages related to alleged illegal time rounding; missed/short/late/interrupted meal period, rest period, and/or recovery period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; the calculation of meal period, rest period, and/or recovery period premiums; payment for all hours worked, including off-the-clock work; failure to reimburse business expenses; wage statements; failure to timely pay wages; failure to timely pay final wages; unfair business practices related to the Labor Code violations alleged in the Operative Complaint; penalties, including wage statement penalties, minimum-wage penalties, and waiting-time penalties; attorneys' fees and costs associated with recovery of the alleged Labor Code violations alleged in the Operative Complaint; and generally all claims for damages that could have been brought based on the facts alleged in the Operative Complaint arising under: the California Labor Code (including, but not limited to, sections 201, 202, 203, 204, 223, 234, 226, 226.3, 226.6, 226.7, 510, 512, 558, 558.1, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802); the Wage Orders of the California Industrial Welfare Commission; the California Business and Professions Code section 17200, *et seq.*; and claims arising under federal law. This release excludes the release of claims not permitted by law.

If you do not request exclusion from the Settlement, you will be bound by this Release.

PAGA Released Claims

The Judgment entered by the Court upon Final Approval of the Settlement will also have res judicata effect and be final and binding upon Plaintiff, the Aggrieved Employees, and the California Labor and Workforce Development Agency. The Aggrieved Employees include all non-exempt employees who worked for Defendant in California during the PAGA Period defined as the time period from April 2, 2021 through **INSERT DATE THE COURT GRANTED PRELIMINARY APPROVAL OF THE SETTLEMENT**.

If you are an Aggrieved Employee, this Settlement will release the following PAGA Released Claims, regardless of whether or not you requested exclusion from the Settlement. Upon Defendant's final payment funding the Gross Settlement Amount, Aggrieved Employees shall forever release the Released Parties from the following PAGA Released Claims for the PAGA Period. The PAGA Released Claims are defined as:

Plaintiff, the Labor and Workforce Development Agency, and the State of California through Plaintiff as its agent and/or proxy, on behalf of herself and her respective former and present

representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall release the Released Parties from all claims for civil penalties under PAGA that were alleged, or could have been alleged, based on the facts asserted in Plaintiff’s Operative Complaint, as amended, and in the PAGA Notice, including but not limited to, claims relating to failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; wages related to alleged illegal time rounding; missed/short/late/interrupted meal period, rest period, and/or recovery period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; the calculation of meal period, rest period, and/or recovery period premiums; payment for all hours worked, including off-the-clock work; failure to reimburse business expenses; wage statements; failure to keep accurate records; failure to timely pay wages; failure to timely pay final wages; failure to provide suitable seating; unlawful agreements / unlawful criminal history inquiries and/or financial checks; violations of California’s paid sick leave laws; failure to provide supplemental paid sick leave; and alleged violations of Labor Code sections 201, 202, 203, 204, 210, 216, 223, 225.5, 234, 226, 226.3, 226.6, 226.7, 233, 234, 245-248.5, 432, 432.5, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, 2698, *et seq.* and 2699 *et seq.* (“Released PAGA Claims”). The Released PAGA Claims are limited to the PAGA Period. Aggrieved Employees will be bound by the release of the Released PAGA Claims regardless of their decision to participate in or opt out of the release of the Released Class Claims.

4. What Are My Options?

The purpose of this Notice is to inform you of the proposed Settlement and of your options. Each option has its consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are summarized below and explained in more detail in this Notice.

Important Note: *Defendant will not retaliate against you in any way for either participating or not participating in this Settlement.*

Do Nothing:	If you do nothing and the Court grants final approval of the Settlement, you will become part of this Class Action and receive an Individual Settlement Payment. You will be bound to the release of the Released Class Claims as defined in the Settlement and the Final Judgment. You will also give up your right to pursue the Released Class Claims and PAGA Released Claims as defined in Section No. 3 above.
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Opt Out:	<p>With the exception of the settlement of the PAGA claims, you have the right to request exclusion from the Settlement. To do so, you must complete and timely submit the Exclusion Form included herewith or otherwise timely provide a written request to opt-out of the class Settlement via mail or fax to the Settlement Administrator at [INSERT MAILING ADDRESS AND FACSIMILE NUMBER].</p> <p>To be valid, a written request for exclusion from the class settlement must: (a) be signed by you; (b) state your full name, address, telephone number and the last four digits of your social security number; and, (c) clearly request to be excluded from the class settlement. The request for exclusion must be postmarked or faxed on or before [INSERT THE RESPONSE DEADLINE]. The postmark or fax receipt date will be the exclusive means to determine whether the request for exclusion was submitted on time. Unless you timely opt out of the class settlement, you will be bound by the judgment upon final approval of the settlement, including the Release described in this Notice. You may use the enclosed Exclusion Form for the purpose of requesting exclusion. Following Final Approval of the settlement, the Court will enter Final Judgment. The Final Judgment will bind all Class Members who do not request exclusion from the Settlement on time. Even if you opt out of the class settlement, you will still receive any PAGA settlement payment to which you may be entitled as an Aggrieved Employee and will still be bound by the release of the PAGA claims.</p>
Object:	<p>If you want to object to the Settlement and you have not requested exclusion or opted out of the Settlement, you may object to the Settlement, personally or through an attorney, by mailing or faxing your written objection to the Settlement Administrator at [INSERT MAILING ADDRESS AND FACSIMILE NUMBER].</p> <p>The written objection must: (a) state your full name, address, telephone number and the last four digits of your social security number; (b) state all grounds for your objection, accompanied by any legal support; and, (c) contain your or your legal representative's signature. The written objection must be postmarked or faxed on or before [INSERT THE RESPONSE DEADLINE]. The postmark or fax receipt date will be the exclusive means to determine whether the written objection was submitted on time. You may use the enclosed Objection Form to submit any objections.</p> <p>If the Court rejects or overrules your objection, you will receive a settlement payment and be bound by the terms of the Settlement.</p>

5. *How Much is the Settlement and What is my Estimated Settlement Payment?*

As obligated under the Settlement, Defendant will be required to pay a total sum of \$315,000.00 ("Gross Settlement Amount"). The following payments will be deducted from the Gross Settlement Amount: (1) Class Representative Service Payment to Plaintiff in an amount up to

\$10,000.00, for her time and efforts in the prosecution of the lawsuit and risks undertaken for the payment of attorneys' fees and costs; (2) payment of the Settlement Administrator's cost and fees not to exceed \$8,400.50; (3) PAGA Penalties in the amount of \$15,000.00 (\$11,750.00 to the California Labor Workforce Development Agency ("LWDA") for its 75% portion of the PAGA Penalties and \$3,250.00 to be distributed among the Aggrieved Employees for their 25% portion of the PAGA Penalties); and (4) payment to Class Counsel in an amount not to exceed \$105,000 (one-third of the Gross Settlement Amount) for attorneys' fees and an amount not to exceed \$25,000.00 for actual litigation costs. All of these payments are subject to Court approval and the Court has the discretion to award less than the amounts listed above.

A. How Are Individual Settlement Payments to Class Members Calculated?

After deducting the above-referenced items, the remaining Net Settlement Amount ("NSA") will be proportionately distributed amongst all Class Members who have not requested exclusion from the Settlement.

Individual Class Payments: Defendant will calculate the total number of workweeks worked by each Class Member in California during the Class Period ("Individual Workweeks") and the total number of workweeks worked by all Class Members in California during the Class Period ("Class Workweeks"). To determine each Class Member's Individual Class Payment, the Settlement Administrator will use the following formula:

dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

All Participating Class Members will be credited with at least one Workweek. The number of workweeks worked by all Class Members will be derived from Defendant's records.

Individual PAGA Payments: The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$3,750.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods.

B. What is my Estimated Individual Settlement Payment?

Although your exact Individual Settlement Payment cannot be precisely calculated until after the time during which individuals may object or seek exclusion from the Settlement concludes, based upon the calculation above, your estimated Individual Class Payment is \$ [REDACTED], less taxes and your estimated Individual PAGA Payment is estimated to be \$ [REDACTED]. This estimate is based on Defendant's records, which show you worked [REDACTED] workweeks during the Class Period from January 16, 2021 through INSERT DATE THE COURT GRANTED PRELIMINARY APPROVAL OF THE SETTLEMENT and [REDACTED] PAGA Pay Periods from April 2, 2021 to INSERT DATE THE COURT GRANTED PRELIMINARY APPROVAL OF THE

SETTLEMENT. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

C. My Workweek or PAGA Pay Period Count is Incorrect. How do I Dispute it?

If you disagree with the number of workweeks or PAGA Pay Periods listed for you above, you may contact the Settlement Administrator and provide evidence demonstrating the numbers listed above are incorrect. Your dispute must be returned by mail or fax to the Settlement Administrator at [INSERT MAILING ADDRESS AND FACSIMILE NUMBER] and postmarked on or before the [INSERT RESPONSE DEADLINE]. The postmark or fax receipt date will be the exclusive means to determine whether a dispute was submitted on time.

The Settlement Administrator will evaluate your evidence and make a final decision as to the number of eligible workweeks and/or PAGA Pay Periods that should be used to determine your Individual Settlement Payment. Absent evidence demonstrating Defendant's records are incorrect, Defendant's records will be presumed accurate.

D. How Will my Individual Settlement Payment be Taxed?

Each Individual Class Payment will be apportioned as follows: 20% wages, 40% interest, and 40% penalties. The amounts paid as wages shall be subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and shall be reported on IRS W-2 forms. The amounts paid as penalties and interest shall be reported on IRS 1099 forms.

E. What Happens if I do not Cash my Settlement Payment Check?

You must cash or deposit your Settlement Check before the 180-day void date shown on the check. If any checks remain uncashed by the expiration of the 180-day period, the uncashed amounts will be forwarded to the California State Controller's Unclaimed Property Fund.

6. Who Are the Attorneys Representing the Parties?

8. Attorneys for Plaintiff/Class Counsel	Attorneys for Defendant
CROSNER LEGAL PC Zachary Crosner Jamie Serb Nikki Trenner 9440 Santa Monica Blvd., #301 Beverly Hills, CA 90210 Telephone: (310) 496-5818 Facsimile: (310) 510-6429	SHEPPARD, MULLIN, RICHTER & HAMPTON, LLP Jason W. Kearnaghan Rachel P. Howard 333 South Hope Street, 43rd Floor Los Angeles, CA 90071 Telephone: (213) 620-1780 Facsimile: (213) 620-1398

The Court has decided that the attorneys at Crosner Legal PC are qualified to represent you and all other Class Members. You do not need to hire your own attorney because Class Counsel is working on your behalf. However, if you want your own attorney, you may hire one at your own cost.

7. *How do I Obtain More Information?*

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact

Class Counsel listed above, or the Settlement Administrator at [INSERT PHONE NUMBER]. Please refer to the Childhelp, Inc. Class Action Settlement.

This Notice does not contain all of the terms of the proposed Settlement or all of the details of these proceedings. For more detailed information, you can request copies of documents filed with the Court, free of charge, from Class Counsel or the Settlement Administrator.

You may also obtain these documents from the Court's website for a fee. Go to <https://epublic-access.riverside.courts.ca.gov/public-portal/?q=node/379> and enter the Case No. CVRI2202276. Scroll down and click on the link entitled "Document Download." You will then be able to access for a fee Plaintiff's Notice of Motion and Motion for Preliminary Approval of Class Action Settlement and supporting documents, which includes the entire Settlement Agreement, which is attached as Exhibit 1 to the Declaration of Nikki Trenner filed on or about [INSERT DATE OF FILING PRELIMINARY APPROVAL MOTION]. You can also request record searches in person in the Clerk's Office at the Superior Court of California for the County of Riverside, located at 4050 Main Street, Riverside, CA. 92501.

PLEASE DO NOT TELEPHONE THE COURT OR COURT'S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.

EXHIBIT “B”

OBJECTION FORM

Stephany Cluck v. ChildHelp, Inc.
Riverside County Superior Court Case No. CVRI2202276

AS EXPLAINED IN MORE DETAIL IN THE NOTICE ACCOMPANYING THIS FORM, YOU HAVE THE RIGHT TO OBJECT TO THE PROPOSED CLASS ACTION SETTLEMENT DESCRIBED IN THE NOTICE.

If you wish to object to the Settlement, you must complete this Objection Form and state the basis for your objection, and mail or otherwise submit the completed Objection Form to the address below, postmarked no later than [RESPONSE DEADLINE].

Alternatively, you may appear and be heard at the Final Approval Hearing and make your objection to the Court regardless of whether you submit an Objection Form.

Stephany Cluck v. ChildHelp, Inc.. Settlement Administration
c/o Settlement Administrator
[SETTLEMENT ADMINISTRATOR ADDRESS]

Your Name: _____

Your Address: _____

Your Phone Number: _____

Date: _____
(signature)

Reasons Why You Object (you may attach additional pages if necessary): _____

EXHIBIT “C”

REQUEST FOR EXCLUSION FORM

Stephany Cluck v. ChildHelp, Inc.
Riverside County Superior Court Case No. CVRI2202276

AS EXPLAINED IN MORE DETAIL IN THE NOTICE ACCOMPANYING THIS FORM, YOU HAVE THE RIGHT TO EXCLUDE YOURSELF FROM THE PROPOSED CLASS ACTION SETTLEMENT DESCRIBED IN THE NOTICE.

If you do **not** want to be included in the Settlement, and do **not** want to receive a settlement payment, you must complete this form and return it to the address or fax number below, postmarked or faxed no later than [response deadline]:

Stephany Cluck v. ChildHelp, Inc. Settlement Administration
c/o Settlement Administrator
[SETTLEMENT ADMINISTRATOR ADDRESS]

I wish to be excluded from the class and I do **not** want to participate in the proposed settlement. I understand this means that I will **not** be bound by the settlement and will **not** receive any payment from the settlement, but I will retain whatever rights I may have, if any, to pursue a claim against Childhelp, Inc. with respect to the claims raised in the lawsuit referenced above.

NOTE: If you request exclusion from the Settlement and are also an Aggrieved Employee, you will still receive your proportionate payment of the PAGA Settlement.

Your Name: _____

Your Address: _____

Your Phone Number: _____

Date: _____

(signature)