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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

KADAY ALLEN, as an individual and on
behalf of all others similarly situated,

Plaintiffs,

vs.

KUMQUAT HOLDINGS, LLC, a
Delaware limited liability company doing
business as PRIMROSE POST-ACUTE;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: 20STCV33311

[Assigned for all purposes to the Hon. Lawrence P.
Riff, Department 7]

**DECLARATION OF PLAINTIFF IN
SUPPORT OF PLAINTIFF'S MOTION TO
APPROVE THE PARTIES' SETTLEMENT
AGREEMENT PURSUANT TO THE LABOR
CODE PRIVATE ATTORNEYS GENERAL
ACT OF 2004**

Date: November 9, 2022
Time: 11:00 a.m.
Dept.: 7

1 I, Kaday Allen, declare under penalty of perjury as follows:

2 I am an individual over the age of 18. I am the named Plaintiff in the above-referenced
3 action. I have personal knowledge of the facts set forth below and if called to testify I could and
4 would do so competently.

5 1. This declaration is submitted in support of Plaintiff's Motion to Approve the
6 Parties' Settlement Agreement Pursuant to the Private Attorneys General Act. I was employed by
7 Defendant Kumquat Holdings, LLC ("Defendant") as a laundry attendant from about September
8 2017 until on or about March 27, 2020.

9 2. I was regularly denied off-duty meal and rest breaks during my employment.
10 Defendants controlled my work shifts and break times. I was only allowed to take meal breaks
11 when I was scheduled by my supervisors. Due to staffing and operational needs, I was not
12 allowed to take off-duty meal breaks of at least 30 minutes within the first 5 hours of work.
13 Likewise, I was unable to take off-duty rest breaks of at least 10 minutes during work shifts of 3.5
14 hours or longer. Thus, I am owed meal and rest period premiums. Moreover, like other non-
15 exempt employees, I regularly received nondiscretionary incentive wages and bonuses. During
16 weeks when I earned both overtime and non-discretionary wages, the non-discretionary wages
17 were not calculated into the regular rate of pay for purposes of paying overtime. The overtime
18 wages were paid at the base hourly rate, and as such I did not receive all wages owed to me.
19 Additionally, upon separation of employment, Defendants issued me my final wages in the form
20 of a pay card. I did not authorize or consent to receive my wages in this manner. The pay card
21 required me to incur fees with use, was not fully cashable, and was not usable at all financial
22 institutions. Furthermore, I was not provided proper and accurate itemized wage statements
23 identifying accurate overtime rates of pay, and gross and net wages earned.

24 3. I understood that this action was also being prosecuted on behalf of the State of
25 California as a private attorney general. During the pendency of this lawsuit, I was required to
26 provide assistance to my attorneys, including speaking with them and providing them with
27 documents and information. I estimate that I spent at least 10-15 hours meeting and/or conferring
28

1 with my attorneys in connection with the assistance of prosecuting the claims in this lawsuit,
2 which included discussing the proposed settlement, and the arbitration agreement that Defendant
3 contended applied to my employment. Throughout this case, I have been kept apprised of the
4 status of this case.

5 4. I believe that the settlement is fair, adequate and reasonable for employees and the
6 State of California. I am proud of the result and accomplishment of this lawsuit. I feel that it is a
7 positive accomplishment and understand that other people and the State of California will benefit
8 because of the actions that I have taken.

9 5. Additionally, I am executing a general release of any and all claims, including any
10 rights I would have had under Civil Code § 1542, which was not required of aggrieved
11 employees.

12 I declare under penalty of perjury that the foregoing is true and correct. Executed on
13 08/03, 2022, at Los Angeles, California.

DocuSigned by:



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Kaday Allen