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

ANDREA RODRIGUEZ, individually, and
on behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act; RAJVEER KAUR, individually, and
on behalf of other aggrieved employees pursuant to
the California Private Attorneys General Act;
Plaintiff,

vs.

KAN DI KI, LLC, a California limited
liability company; and DOES 1 through 100,
inclusive,
Defendants.

Case No.: 21BBCV004466

Honorable Jared D. Moses
Department P

**DECLARATION OF VARTAN MADOYAN
IN SUPPORT OF PLAINTIFFS' MOTION
FOR APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT
SETTLEMENT AGREEMENT AND
AWARD OF ATTORNEYS' FEES AND
COSTS, GENERAL RELEASE FEES, AND
SETTLEMENT ADMINISTRATION
COSTS**

Reservation ID: 115837372268
Date: April 1, 2025
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Department: P

Complaint Filed: May 6, 2021
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Trial Date: None Set

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DECLARATION OF VARTAN MADOYAN

I, Vartan Madoyan, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Andrea Rodriguez (“Plaintiff Rodriguez”). The facts set forth in this declaration are within my personal knowledge or based on information and belief and, if called as a witness, I could and would competently testify thereto.

LITIGATION AND REPRESENTATIVE AND CLASS ACTION EXPERIENCE

2. For over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, Lawyers *for* Justice, PC is the attorney of record in well over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act (“PAGA”) representative actions. Lawyers *for* Justice, PC has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. Lawyers *for* Justice, PC has recovered, sometimes, in association with other law firms, millions of dollars on behalf of thousands of individuals in California.

3. Edwin Aiwarzian is a Managing Member and Shareholder of Lawyers for Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University. From

approximately September 2002 to approximately December 2002, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. In December of 2004, he obtained a license to practice law from the California State Bar. Since in or around October of 2008, through his work at Lawyers for Justice, PC, he has almost exclusively focused on the prosecution of consumer and employment class actions. While employed by Lawyers for Justice PC, he has argued over one hundred (100) motions, taken or defended over one hundred fifty (150) depositions, prepared dozens of expert witnesses for deposition or trial, and attended over one hundred seventy-five (175) mediations. Together with other attorneys at the firm, and in some cases in conjunction with co-counsel, he has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. Under his supervision, Lawyers for Justice, PC has successfully obtained class certification by contested motion practice in approximately sixteen (16) cases in the last decade, and litigated over 1,000 class action or representative action cases.

4. Arby Aiwazian is a Member and Shareholder of Lawyers for Justice, PC. He received his Bachelor of Arts degree from University of California, Los Angeles and graduated magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School. From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. From approximately August 2008 to approximately December 2008, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit. He was admitted to practice law in California in 2010. He is admitted to practice before all courts of the State of California and all United States District Courts in the State of California. He has worked on many wage-and-hour class action and representative action cases, taking the lead in taking and defending depositions, arguing motions, and attending

1 mediations. He has played an integral role in preparing matters for class certification, including
2 and not limited to, successful certification of a class in *Upson v. Sur La Table* (Los Angeles
3 County Superior Court Case No. BC424012), *Montazemi v. Regus Management* (Los Angeles
4 County Superior Court Case No. BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda
5 County Superior Court Case No. RG13680477). Under his supervision, dozens of class action
6 or representative action cases have resulted in settlements that have been granted court approval.
7 He has handled over one hundred and fifty (150) mediations and worked on over two hundred
8 and fifty (250) class action or representative action cases which have resulted in settlement.

9 5. Joanna Ghosh is a Managing Member of Lawyers for Justice, PC. She received a
10 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of
11 Science degree from the London School of Economics in 2007, and a Juris Doctor degree from
12 Georgetown University Law Center in 2010. She is admitted to practice in California (since
13 2010) and in New York (since 2013) and She is also admitted to practice in all U.S. District
14 Courts in California, the U.S. Bankruptcy Court for the Central District of California, and the
15 U.S. Supreme Court. She has taken and defended dozens of depositions and successfully
16 handled motion practice in class action cases regarding discovery (including and not limited to,
17 regarding class contact information), class certification (both contested class certification and
18 stipulated class certification), arbitration agreements, coordination, and intervention. She has
19 successfully handled briefing and oral argument on appeal and obtained notable decisions
20 regarding Private Attorneys General Act claims and employer efforts to compel arbitration of
21 such claims, e.g., *Roberto Betancourt v. Prudential Overall Supply* (Cal. Ct. App., Mar. 7, 2017)
22 9 Cal.App.5th 439, cert. denied (Cal., May 24, 2017), cert. denied (U.S., Dec. 11, 2017) and *ZB,*
23 *N.A. v. Superior Court* (2019) 8 Cal.5th175. She has significant experience with class actions,
24 including and not limited to working on cases to obtain class certification through contested
25 motion practice and working on cases in the post-certification stage (e.g., post-certification
26 discovery, appeal, statistical sampling and pilot study, and trial preparation in conjunction with
27 co-counsel in a case involving a certified class consisting of approximately 2,600 individuals).

1 She has extensive experience with class action and/or representative action settlements, and has
2 handled this process in over five hundred (500) cases. Under her, Edwin Aiwazian, and Arby
3 Aiwazian's supervision, Lawyers *for* Justice, PC has handled the class certification and court
4 approval process for hundreds of class action and/or representative action matters that have
5 successfully resolved. She is a member of the California Employment Lawyers Association
6 and, on several occasions, has been a speaker regarding topics in wage and hour law at the
7 organization's continuing legal education events.

8 6. Matthew Soto is a Member of Lawyers *for* Justice, PC. He received his Bachelor
9 of Science degree and Bachelor of Arts degree from California State University, Los Angeles in
10 2020, and earned his Juris Doctor degree from Pepperdine Caruso School of Law in 2023. He
11 was admitted to practice law in California in 2023. He is admitted to practice before all courts
12 of the State of California and all federal district courts in the State of California. He has worked
13 on many wage-and-hour class action and PAGA representative cases, and his work on these
14 cases has included drafting pleadings and motions, drafting, negotiating, and finalizing
15 stipulations and settlement agreements, claims evaluation and analysis, and making court
16 appearances.

17 7. I am a Member of Lawyers *for* Justice, PC. I received my Bachelor of Arts degree
18 in Economics from the University of California, San Diego in 2007, and a Juris Doctor degree
19 from Loyola Law School in 2011, graduating with Cum Laude and Order of the Coif honors. I
20 am admitted to practice before all courts in the State of California and all U.S. District Courts
21 in California. I externed for the Honorable Victoria S. Kaufman of the United States Bankruptcy
22 Court, Central District of California, from June 2009 to August 2009. I externed for the
23 Honorable Gary A. Feess of the United States District Court, Central District of California, from
24 January 2010 to May 2010. From 2011 through and including the present, my practice consisted
25 almost exclusively of complex wage and hour class action and PAGA action matters in
26 California. From October 2011 to June 2013, I was an Associate at Littler Mendelson's Century
27 City, California office, working for one of the largest employer-side labor and employment law
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1 firms in the United States. From July 2013 to March 2014, I was an Associate at Sheppard,
2 Mullin, Richter & Hampton's Century City, California office. From March 2014 to July 2023,
3 I worked as an Associate and then as Counsel at Baker Hostetler LLP's Los Angeles office.
4 From August 2023 to the present, I have been a Member of Lawyers for Justice, PC. I have
5 taken and defended dozens of depositions and has successfully handled motion practice in class
6 action and PAGA cases regarding discovery (including and not limited to motions regarding
7 class contact information), class certification (both contested class certification and stipulated
8 class certification), dispositive motions, arbitration agreements, coordination, and intervention.
9 I have successfully handled a complex wage and hour class action and PAGA case through a
10 trial verdict in the matter of *Estrada v. Royalty Carpet Mills*, Orange County Superior Court,
11 Case No. 30-2013-00692890. I also successfully handled briefing on appeal regarding employer
12 efforts to compel arbitration. *TitleMax of Cal. v. Pena*, California Court of Appeals for the Fifth
13 District, Case No. F084706 (Cal. Ct. App. March 28, 2023) (unpublished decision). Further, I
14 have extensive experience with settlements of class actions and PAGA actions and have handled
15 and supervised this process in over one hundred (100) cases.

16 THE LAWSUIT

17 8. Defendant Kan Di Ki, LLC ("Defendant") is headquartered in Sparks-Glenco,
18 Maryland, and operates throughout California and the United States. Defendant provides mobile
19 clinical services, such as radiology, phlebotomy, intravenous therapies, and diagnostic services.
20 During the relevant time period. Plaintiffs Andrea Rodriguez and Rajveer Kaur ("Plaintiff
21 Kaur") (together, the "Plaintiffs") are former employees of Defendant.

22 9. Plaintiff Rodriguez has satisfied the prerequisites under California Labor Code
23 section 2699.3(a), including, and not limited to, providing the California Labor and Workforce
24 Development Agency ("LWDA") and the employer with written notice of the specific
25 provisions of the California Labor Code that are alleged to have been violated, including the
26 facts and theories to support the alleged violations, by way of written correspondence on behalf
27 of Plaintiff Andrea Rodriguez that was dated March 2, 2021 ("PAGA Notice"). The PAGA
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1 Notice was sent by U.S. Certified Mail to the employers and submitted to the LWDA by way of
2 online submission on the LWDA's website. Aside from confirmation of receipt of the PAGA
3 Notice, the LWDA did not respond to the PAGA Notice. A true and correct copy of the PAGA
4 Notice is attached hereto as "**EXHIBIT 2.**"

5 10. On May 6, 2021, Plaintiff Rodriguez filed a Complaint for Enforcement Under
6 the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("*Rodriguez*
7 Complaint") against Defendant and former Defendants Trident Care, LLC, Trident HoldCo.
8 LLC, Trident Holding Company, LLC, and Trident Care (collectively, the "Former
9 Defendants") in the Los Angeles County Superior Court ("Court"), Case No. 21BBCV004466
10 (the "*Rodriguez* Action"). On August 10, 2021, Plaintiff Kaur filed a Class Action Complaint
11 for Damages against Defendant in the Sacramento County Superior Court, Case No. 34-2021-
12 00306024. On September 15, 2021, Plaintiff Kaur filed a First Amended Complaint for
13 Violation of Labor Code § 2698, Et Seq. ("*Kaur* Complaint"). On March 21, 2022, Plaintiff
14 Rodriguez filed Request for Dismissal to dismiss Former Defendants from the *Rodriguez* Action
15 which was granted on the same day.

16 11. On December 9, 2024, the Parties filed a Joint Stipulation Granting Plaintiff
17 Rodriguez Leave to File First Amended Complaint, which was granted by the Court on
18 December 11, 2024. On December 13, 2024, Plaintiffs filed the First Amended Consolidated
19 Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code
20 §2698, Et. Seq. ("Operative Complaint"), thereby adding Plaintiff Kaur and his claims to the
21 *Rodriguez* Action. Plaintiffs' core allegation are that Defendant has violated the California
22 Labor Code by engaging in a uniform practice and procedure, with respect to Plaintiffs and other
23 PAGA Members, of, *inter alia*, failing to pay minimum, regular, and overtime wages, failing to
24 provide compliant meal periods and associated premiums, failing to provide compliant rest
25 periods and associated premiums, failing to timely pay wages during employment, failing to
26 timely pay wages upon termination, failing to provide compliant and accurate wage statements,
27 failing to maintain complete and accurate payroll records, and failing to reimburse necessary
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business-related expenses and costs.

12. Defendant maintained, and continues to maintain, that it had, and continues to have, legally-compliant employment policies and practices throughout the time period at issue. Defendant denies that it ever violated any provision of the California Labor Code, including, but not limited to, those sections for which Plaintiff Rodriguez seeks penalties under the PAGA.

13. On August 2, 2022, Defendant filed a Motion to Compel Arbitration, Dismiss Remaining Claims, and Stay the Action (“Motion to Compel Arbitration”) and supporting documents in the *Rodriguez* Action. On August 11, 2022, Defendant filed an *Ex Parte* Application for an Order Shortening Time to Hear Motion to Compel Arbitration (“*Ex Parte* Application”) and supporting documents in the *Rodriguez* Action. On August 15, 2022, Plaintiff Rodriguez filed an Opposition to Defendant’s *Ex Parte* Application in the *Rodriguez* Action. On September 2, 2022, Plaintiff Rodriguez filed an Opposition to Defendant’s Motion to Compel Arbitration, Objections to Defendant’s Evidence and Declaration of Plaintiff Rodriguez in Support thereof in the *Rodriguez* Action. On September 9, 2022, Defendant filed a Reply in Support of Defendant’s Motion to Compel Arbitration and supporting documents in the *Rodriguez* Action. On September 26, 2022, Plaintiff Rodriguez filed a Sur-Opposition to Defendant’s Motion to Compel Arbitration, and Objections to Defendant’s Evidence in the *Rodriguez* Action. On September 30, 2022, Defendant filed a Sur-Reply to Plaintiff’s Sur-Opposition and Sur-Reply Responses to Plaintiff’s Evidentiary Objections in the *Rodriguez* Action. On November 14, 2022, Defendant filed a Supplemental Brief in Support of its Motion to Compel Arbitration and supporting documents in the *Rodriguez* Action. On November 21, 2022, Plaintiff Rodriguez filed an Opposition to Defendant’s Supplemental Brief in Support of Its Motion to Compel Arbitration and Objections to Defendant’s Evidence in the *Rodriguez* Action. On January 3, 2023, the Court denied Defendant’s Motion to Compel Arbitration. On May 2, 2023, Defendant filed a Notice of Appeal of Ruling Denying Motion to Compel Arbitration (“Appeal of Ruling”) in the *Rodriguez* Action. On September 8, 2023, the Parties

1 filed a Joint Stipulated Request for Dismissal of Defendant’s Appeal of Ruling in the *Rodriguez*
2 Action.

3 **THE SETTLEMENT REACHED IN THE ACTION**

4 14. Marked and attached hereto as “**EXHIBIT 1**” is the Private Attorneys General
5 Act Settlement Agreement and Release (“Settlement,” “Agreement,” or “Settlement
6 Agreement”), entered into between Plaintiffs Andrea Rodriguez and Rajveer Kaur, for
7 themselves and on behalf of the State of California with respect to PAGA Members pursuant to
8 the Private Attorneys General Act, and Defendant Kan Di Ki, LLC (“Defendant”). The parties
9 have also drafted and agreed to the form and content of the proposed informational cover letter
10 (“Cover Letter”) for mailing to PAGA Members when Individual Settlement Shares are
11 distributed to them, in substantially the form attached as “EXHIBIT A” to the [Proposed] Order
12 and Judgment Granting Approval of Private Attorneys General Act Settlement Agreement and
13 Release, Award of Attorneys’ Fees and Costs, General Release Fees, and Settlement
14 Administration Costs. The Court is respectfully requested to approve the proposed Cover Letter.

15 15. The Settlement pertains to the following allegedly aggrieved employees: all
16 current and former hourly-paid or non-exempt employees who worked for Defendant in
17 California during the PAGA Group Release Period (“PAGA Group” or “PAGA Members”).
18 The “PAGA Group Release Period” means the period between March 2, 2020, through June 23,
19 2024. Based on information provided by Defendant, it is estimated that during March 2, 2020
20 through September 30, 2023 there are approximately 1,600 PAGA Members who are credited
21 with 45,000 Compensable Pay Periods.

22 16. Defendant has agreed to pay the gross amount of \$725,000.00 (“Total Settlement
23 Amount”), subject to possible increase under Section 4(b) of the Settlement Agreement, to settle
24 this matter. The Total Settlement Amount is \$725,000.00, however, pursuant to Section 4(b) of
25 the Settlement Agreement, if the actual number of Compensable Pay Periods during the period
26 March 2, 2020 through September 30, 2023 is more than 10% of 45,000 Compensable Pay
27 Periods (i.e., 49,500 Compensable Pay Periods), then, at the election of Defendant, either (a) the
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Total Settlement Amount will increase on a pro-rate basis equal to the percentage increase in the number of Compensable Pay Periods worked by the PAGA Members above 10% or (b) the PAGA Group Release Period shall end on the date on which the number of Compensable Pay Periods reaches 49,500 (“Alternate End Date”). The Settlement Agreement provides that the “Net Settlement Amount” will be the Total Settlement Amount less the following amounts: (1) Attorneys’ Fees and Costs in the amount of \$253,750.00 for attorneys’ fees and up to \$30,000.00 for reimbursement of litigation costs and expenses to Lawyers for Justice, PC, Diversity Law Group, P.C. and Webber & Egbert Employment Law, P.C. (collectively, “Plaintiffs’ Counsel”); (2) General Release Fees in the amounts of \$7,500.00 each to Plaintiffs (totaling, \$15,000.00); and (3) Settlement Administration Costs of up to \$8,000.00 to the PAGA Settlement Administrator for costs and expenses of administration of the Settlement. Plaintiffs’ Counsel only seek an award of reimbursement of litigation costs and expenses in the amount of \$15,038.33, and the amount of only \$6,300.00 is sought for payment to Simpluris, Inc. for the costs and expenses of administration of the Settlement based on the quote provided by Simpluris, Inc. (“Settlement Administration Costs”). As such, assuming that the requested Attorneys’ Fees and Costs, General Release Fees, and Settlement Administration Costs, are approved by the Court, the Net Settlement Amount is estimated to be approximately \$434,911.67. The Net Settlement Amount will be distributed to the LWDA, which is estimated to be \$326,183.75 (“LWDA Payment”), and 25% of the Net Settlement Amount, which is estimated to be \$108,727.92 (“Employees’ Portion”), will be distributed to the PAGA Members on a *pro rata* basis based on their Compensable Pay Periods. The parties have agreed to retain Simpluris, Inc. (“Simpluris” or “Settlement Administrator”) to handle the administration of the Settlement, and the Court is respectfully requested to appoint Simpluris to serve as the Settlement Administrator. The Settlement Administration Costs are estimated not to exceed \$6,300.00 and will be paid out of the Total Settlement Amount, subject to approval by the Court.

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THE LITIGATION AND WORK PERFORMED BY PLAINTIFFS' COUNSEL

17. The effectiveness of Plaintiffs' Counsel, Lawyers *for* Justice, PC, Diversity Law Group, P.C. and Webber & Egbert Employment Law, P.C., in prosecuting this case has translated into tangible monetary benefits for Plaintiffs, PAGA Members, and the State of California in the following respects: (1) their recoveries over a reasonably short period of time as opposed to waiting additional years for the same, or possibly, a worse, result; (2) a guaranteed result that compares favorably with other similar representative action settlements; and (3) significant savings in fees and costs which would have only increased significantly had the case progressed through trial and/or appeals.

18. After engaging in extensive investigations, formal and informal discovery, and exchange of information, data, and documents, the parties participated in extensive settlement discussions and negotiations to try to resolve the above-captioned lawsuit. These efforts included participating in a formal full-day mediation on July 28, 2023, conducted by Hon. Jeffrey Winikow (Ret.), a well-respected mediator experienced in mediating complex labor and employment matters. Although the mediation was unsuccessful, the Parties continued to engage in extensive settlement negotiations to reach the Settlement described herein. In the course of mediation and settlement discussions, the parties discussed all aspects of the case, including the risks and delays of further litigation, such as Defendant's Appeal of Ruling Denying Motion to Compel Arbitration, and proceeding with trial, as well as the law relating to representative PAGA actions, off-the-clock theory, meal and rest periods, illegal rounding, business expense reimbursements, regular rate of pay calculations, reporting time pay, Industrial Welfare Commission Wage Orders, arbitration agreements, wage-and-hour enforcement, the evidence produced and analyzed, and the possibility of bifurcation of discovery and/or trial and appeals, among other things. During all settlement discussions, the parties conducted their negotiations at arm's length in an adversarial position.

19. Prior to reaching the Settlement, the parties investigated the veracity, strength, and scope of the PAGA claim and allegations, and were preparing for trial. Plaintiffs conducted

1 significant investigation and formal and informal discovery and exchange of information,
2 documents, and data regarding the facts of the case, including and not limited to, the review,
3 consideration, and analysis of thousands of pages of information, documents, and data obtained
4 from Plaintiffs, Defendant, and other sources. Lawyers *for* Justice, PC propounded multiple sets
5 of formal written discovery requests onto Defendant (specifically, Requests for Production of
6 Documents (Set One), Special Interrogatories (Sets One and Two), and Form Interrogatories –
7 General (Set One)), reviewed Defendant’s formal written discovery requests to Plaintiff
8 Rodriguez (specifically, Request for Admissions (Set One), Requests for Production of
9 Documents (Set One), Special Interrogatories (Set One), Form Interrogatories – General (Set
10 One), and Form Interrogatories – Employment (Set One), and served notices of depositions of
11 Defendant’s Person Most Knowledgeable designees regarding organizational structure, and
12 wage and hour practices, along with requests for production of documents. The information,
13 documents, and data that were reviewed and analyzed by Plaintiffs’ Counsel included, and were
14 not limited to, Plaintiffs’ employment records; a detailed sampling of PAGA Members’ time
15 and pay data; Former Defendants’ Employee Handbook; job descriptions; various forms,
16 agreements, and acknowledgments (such as, Defendant’s Acknowledgement of Receipt of
17 Employee Handbook); and Defendant’s operations and employment practices, policies, and
18 procedures (such as, Defendant’s Time Records Policy, Payroll Practices Policy, Overtime
19 Policy, and Meal and Rest Periods Policy) among other documents. Counsel for the parties
20 undertook significant investigation and evaluation of the PAGA claim and related allegations,
21 including, and not limited to, calculating the potential monetary recovery under PAGA. Other
22 work performed by Plaintiffs’ Counsel included, but was not limited to: meeting and conferring
23 with Defendant’s counsel regarding the pleadings, case management, discovery, motion
24 practice, arbitration, mediation, and settlement negotiations, among other issues; case strategy
25 and analysis; researching, drafting, reviewing, and revising pleadings, court filings, motion-
26 related papers (e.g., with respect to Plaintiff Rodriguez’s Opposition to Defendant’s *Ex Parte*
27 Application, Plaintiff Rodriguez’s Opposition to Defendant’s Motion to Compel Arbitration,
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Plaintiff Rodriguez's Sur-Opposition to Defendant's Motion to Compel Arbitration, Plaintiff Rodriguez's Opposition to Defendant's Supplemental Brief in Support of Its Motion to Compel Arbitration, and settlement approval motion papers), briefs for settlement negotiations and mediation, and the settlement agreement; propounding written discovery requests and notices of depositions of Defendant's persons most knowledgeable designees; claims evaluation and analysis; preparing for and participating in settlement negotiations and the mediation; and appearing for court proceedings. Counsel for the parties have further invested time to research the applicable law, which is evolving as it relates to representative PAGA actions, off-the-clock theory, meal and rest periods, illegal rounding, business expense reimbursements, regular rate of pay calculations, reporting time pay, Industrial Welfare Commission Wage Orders, arbitration agreements, wage-and-hour enforcement, Plaintiffs' claims, and Defendant's defenses, as well as facts discovered.

20. Based on investigation and information discovered, Plaintiffs' Counsel believe that there is sufficient evidence to support the allegations that Defendant violated the California Labor Code. While Plaintiffs' Counsel believe that the PAGA claim has merit and that Plaintiffs will ultimately succeed in this litigation and prevail at trial, Plaintiffs and Plaintiffs' Counsel also recognize Defendant's defenses, the costs of further litigation, and multiple risks to recovery. For example, although wage-and-hour actions are amenable to resolution as to a group of employees, some courts have also found that, for various reasons, the issues raised by Plaintiffs, including, and not limited to, the issues of non-compliant meal periods, non-compliant rest periods, and unreimbursed business expenses, raise individualized issues and/or are not suitable for adjudication as to a group of employees.

21. Plaintiffs and their counsel have also considered the uncertainty and risk of the outcome of further litigation, including the difficulties and delays inherent in such litigation. In order to prevail on the PAGA claim, Plaintiffs would have to prove that Defendant engaged in the alleged California Labor Code violations and demonstrate that Defendant's conduct warrants the imposition of penalties.

**THE STRENGTHS AND WEAKNESSES OF THE PAGA CLAIM, AND THE RANGE
OF POSSIBLE OUTCOMES**

22. In order for Plaintiffs to prevail on the PAGA claim, they would have to prove that Defendant engaged in the alleged California Labor Code violations and demonstrate that Defendant's conduct warrants the imposition of penalties. Furthermore, although wage-and-hour actions are amenable to resolution as to a group of employees, some courts have also found that, for various reasons, the issues raised by Plaintiffs raise individualized issues and/or are not suitable for adjudication as to a group of employees.

23. From the inception of this litigation, Defendant indicated that it would aggressively litigate the cases and contended that it would ultimately succeed in the matter. Defendant maintained several defenses to Plaintiffs' allegations, which, if successfully argued and proven, had the potential to eliminate or substantially reduce recovery. Throughout this litigation, Defendant maintained, and continues to maintain, that it did not engage in a uniform policy and systematic scheme of wage abuse against any of its employees, and that it had, and continues to have, legally-compliant employment policies and practices throughout the time period at issue. Defendant denies that it ever violated any provision of the California Labor Code. Defendant further denied, and continues to deny, that the lawsuit is appropriate for representative adjudication for any purpose other than the Settlement.

24. Defendant also challenged Plaintiffs' standing as aggrieved employees and denied that any of its other employees whom Plaintiffs seek to represent are aggrieved. Also, multiple courts have taken an approach requiring a plaintiff to establish standing and face the possibility of bifurcation of discovery and/or trial of the PAGA claim. See *Amalgamated Transit Union, Local 1756, AFL-CIO v. Superior Court*. (2009) 46th Cal.4th 993, 1001 (noting that PAGA "require[s] a plaintiff to have suffered an injury resulting from an unlawful action"); *Stafford v. Dollar Tree Stores, Inc.* (E.D. Cal. Nov. 21, 2014) 2014 WL 6633396, at *4 (finding that judicial economy supported bifurcation because of the difficulties and inherent uncertainties of being able to establish liability with respect to a large number of potentially aggrieved employees and

1 noted that “PAGA’s public purpose would be ill-served if the court finds [the plaintiff] has not
2 been aggrieved by a Labor Code violation”); *Grappo v. Coventry Fin. Corp.* (1991) 235
3 Cal.App.3d 496, 504 (Trial courts have “broad discretion to determine the order of proof in the
4 interest of judicial economy”); see also Cal. Code Civ. Proc. § 598 (The court may “when the
5 convenience of witnesses, the ends of justice, or the economy and efficiency of handling the
6 litigation would be promoted thereby, on motion of a party, after notice and hearing, make an
7 order. . . that the trial of any issue or any part thereof shall precede the trial of any other issue or
8 any part thereof in the case[.]”); Cal. Code Civ. Proc. § 1048(b) (Court can separate trial of any
9 cause of action or of any separate issue in the interest of convenience or to avoid prejudice);
10 Cal. Code Civ. Proc. § 2019.020(b) (Courts have the power to “establish the sequence and timing
11 of discovery for the convenience of parties and witnesses and in the interests of justice”); *Horton*
12 *v. Jones* (1972) 26 Cal.App.3d 952, 955 (stating that bifurcation and sequencing of litigation is
13 allowed to avoid wasting time and money on trial when litigation of issues could be rendered
14 moot).

15 25. Defendant pointed to case law that held that, given the derivative nature of the
16 PAGA claim, it would stand or fall based on whether Plaintiffs could successfully demonstrate
17 the requisite elements to establish the various alleged violations of the California Labor Code
18 that the PAGA claim is predicated on and derives from, and the success of showing, *inter alia*,
19 failure to properly pay wages, failure to provide compliant meal and rest periods, failure to
20 reimburse for expenses, etc.

21 26. Further, Defendant also maintained that, in addition to its strong arguments
22 against the underlying claims, taking the current unsettled state of law, it would be unjust to
23 award the maximum potential PAGA penalties. There was also a dearth of law and guidance
24 regarding trials and/or assessment of penalties under the PAGA statute, there is no clearly
25 established methodology for the valuation and/or assessment of PAGA penalties, and case
26 outcomes (such as those discussed below) have shown that the actual amount of civil penalties
27 actually assessed by trial courts is far less than the amount sought.
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27. Defendant also argued that an important feature of PAGA is that the Court retains discretion to lower the penalties if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is “unjust, arbitrary and oppressive, or confiscatory.” See Cal. Lab. Code § 2699(e)(2); see also *Thurman v. Bayshore Transit Management, Inc.* (2012) 203 Cal.App.4th 1112, 1136 (holding that a court may reduce the amount of PAGA penalties awarded to an employee based upon discretionary factors). Defendant maintained, and continues to maintain, that it had and continues to have, legally-compliant employment policies and practices throughout the time period at issue. Even if, *arguendo*, such violations occurred, which Defendant denies, Defendant contended that said violations would only be considered “initial violations” and thus heightened “subsequent violation” penalties were not warranted. See Cal. Lab. Code § 2699(f)(2); see also *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1208-09 (“Until the employer has been notified that it is violating a Labor Code provision [...], the employer cannot be presumed to be aware that its continuing underpayment of employees is a ‘violation’ subject to penalties.”). Defendant argued that it would be able to show a lack of willfulness in the violations, such that the alleged California Labor Code violations would not be considered “willful.” Defendant contended that, at best, even if a violation giving rise to a penalty was shown for each pay period, only the lower civil penalty associated with initial violations would apply. As discussed above, Defendant denied and continues to deny that it ever violated any provision of the California Labor Code. However, assuming, *arguendo*, that any violations occurred, Defendant argued the violations would not be viewed as subsequent violations giving rise to heightened penalties. Defendant also argued that the Court was unlikely to assess cumulative penalties for the maximum number of possible, separate California Labor Code violations, because it would be unjust, arbitrary, oppressive, and/or confiscatory—especially where certain conduct may be regulated by multiple provisions of the California Labor Code that are interrelated and work in tandem. As such, Defendant contended that cumulative penalties and heightened penalties would be unjust, arbitrary, oppressive, and confiscatory.

28. Plaintiffs' Counsel was also aware of case law indicating where courts have assessed much lower amounts of civil penalties against employers than are sought. *See e.g., Magadia v. Wal-Mart Assocs.* (N.D. Cal. 2019) 384 F. Supp. 3d 1058, 1100-1101, 1103-1104, 1111 (finding that, under Labor Code § 2699(e)(2), "the Court has broad discretion to award PAGA penalties the Court sees fit" and reducing the PAGA penalty award significantly from the maximum penalties possible); *Morales v Bridgestone Retail Operations LLC*, Orange County Superior Court No. 30-2017-00900244 (Aug. 2, 2018) (of \$7 million PAGA penalties requested, the court awarded \$425,000); *Carrington v Starbucks Corp.* (2018) 30 Cal.App.5th 504, 517, 529 (of \$75 million in penalties sought, the court affirmed the trial court's \$150,000 PAGA penalty award based on 30,000 violations, which reduced the penalty rate to \$5 per violation); *Arnold v San Diego Second Chance Program*, San Diego County Superior Court No. 37-2016-00018375 (Dec. 18, 2017) (no PAGA penalties awarded); *Felczner v Apple Inc.*, San Diego County Superior Court No. 37-2011-00102593 (Sept. 13, 2017) (no PAGA penalties awarded); *In re Taco Bell Wage and Hour Actions* (E.D. Cal. Apr. 8, 2016) No. 1:07-cv-01314-SAB, 2016 U.S. Dist. LEXIS 48557 at *41 (the court declined to award PAGA penalties after trial); *Allen v American Multi-Cinema*, Alameda County Superior Court No. RG11585502 (July 24, 2016) (no PAGA penalties awarded); *Atempa v Pama*, San Diego County Superior Court (July 31, 2015) (of PAGA penalties of \$456,133 sought, the court awarded \$197,434.00); *Driscoll v Granite Rock*, Santa Clara County Superior Court No. 1-08-cv-103426 (Sept. 20, 2011) (the court declined to award PAGA penalties); *Fleming v Covidien, Inc.*, No. ED CV10-01487 RGK (OPx) (C.D. Cal. Aug. 12, 2011) 2011 U.S. Dist. LEXIS 154590 at **8-9 (of \$2,800,000 PAGA penalties requested, the court awarded \$500,000); *Aguirre v Genesis Logistics*, No. SACV 12-00687-JVS (ANx) (C.D. Cal. Dec. 30, 2013) 2013 U.S. Dist. LEXIS 189820 at **6-7 (of \$1,800,000 PAGA penalties requested, the court awarded \$500,000); *Halevi v Aroma Bakery Café, Inc.*, Los Angeles County Superior Court No. 468146 (Aug. 30, 2013) (the court declined to award PAGA penalties after trial awarding wages to class on the basis that, inter alia, the lawsuit was not prompted by availability of PAGA penalties, penalties were

not necessary to remedy ongoing or future violations, corporate defendants corrected violations and were no longer in business, and plaintiffs did not offer evidence establishing imposition of penalties on individual defendants would not be confiscatory).

29. Importantly, Defendant also contended that the claims of Plaintiffs and other PAGA Members are subject to an enforceable individual arbitration agreement. There is also uncertainty regarding PAGA claims due to decisions of the high courts and recent amendment of the PAGA statute. For example, as a result of a recent United States Supreme Court decision, it is more likely that employer agreements containing arbitration terms will impact the viability of adjudication of PAGA claims in the judicial forum. *Viking River Cruises, Inc. v. Moriana*, (2022) 142 S. Ct. 1906, 2022 U.S. LEXIS 2940. Although the substantive statutory right to pursue a PAGA claim has not been eviscerated and has been preserved, arbitration agreements may be used to select the forum and procedure to be used to resolve PAGA claims to some extent. Recently, the California Supreme Court confirmed that an aggrieved employee who has been compelled to arbitrate claims under PAGA that are premised on California Labor Code violations that were sustained by the aggrieved employee still maintains statutory standing to pursue a PAGA claim arising out of events involving other employees through a PAGA representative claim. *Adolph v. Uber Technologies* (2023) 14 Cal.5th 1104. Nevertheless, while the arbitrable and non-arbitrable components of an action are not severed from one another, it is still possible that trial courts will stay the representative/non-individual PAGA claims pending arbitration of a plaintiff's individual PAGA claims and if a plaintiff is determined to not be an "aggrieved employee" for PAGA purposes, issue preclusion may apply and, once reduced to a final judgment, trial courts are bound by the arbitrator's determination and the plaintiff may lose standing to pursue non-individual PAGA claims. *Id.* at 693.

30. Unless otherwise specified, all citations and references to the PAGA statute contained herein are to the version of the statute prior to the recent amendment effective July 1, 2024; the amended statute does not apply to the above-captioned action and the Settlement pursuant to California Labor Code § 2699(v)(1), as amended, because the above-captioned action was filed prior to June 19, 2024. It

is worth noting that the recent amendment of the PAGA statute enacted on July 1, 2024, adopting, *inter alia*, modified standing requirements, codifying a manageability requirement, capping civil penalties that can be assessed against an employer if an employer meets certain conditions, and allowing an employer to cure violations to avoid the assessment of civil penalties if an employer meets certain conditions, has created uncertainty regarding the future of claims for civil penalties under PAGA. As such, at the time that the Parties reached the settlement, and also now, there is uncertainty regarding the PAGA claim.

31. While Plaintiffs disagree with Defendant's contentions and maintain that their PAGA claim have merit, in reaching the settlement, Plaintiffs and their counsel took into account the strengths and weaknesses of each side's position and the uncertainty of how the case might have concluded as litigation continued, at trial, and/or upon appeal.

32. The parties had the opportunity to review extensive information, documents, and data regarding Plaintiffs' and PAGA Members' employment with Defendant in an effort to determine the potential value and strength of the PAGA claim. Counsel for the parties invested time reviewing and analyzing the relevant information, documents, and data, and this information made it possible to calculate the potential value of the PAGA claim (as discussed below). Accordingly, the parties have conducted sufficient investigation and review of data, documents, and information to be sufficiently apprised of the nature and extent of the PAGA claim asserted in this lawsuit, and to enable both sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness. The parties have agreed that this case is well-suited for settlement given the legal issues relating to the PAGA claim, as well as the costs, risks, and delays to both sides that would attend further litigation. The Settlement takes into account the strengths and weaknesses of each side's position and the uncertainty of how the case might have concluded as litigation continued, at trial, and/or upon appeal.

ATTORNEYS' FEES REQUESTED BY PLAINTIFFS' COUNSEL

33. As set forth more fully in the accompanying Motion, Plaintiffs' Counsel seek attorneys' fees of thirty-five percent (35%) of the Total Settlement Amount (estimated to be

\$253,750.00, assuming the escalator clause in the Settlement Agreement is not triggered). Pursuant to the contingency-fee agreements entered into by and between Plaintiff Rodriguez and Lawyers *for Justice*, PC, Plaintiff Rodriguez has agreed to a contingency-fee of at least thirty-five percent (35%) of the recovery. Plaintiffs have also agreed and consented to a fee split of 55/45, with 55% of fees attributed to Lawyers for Justice, PC (counsel for Plaintiff Rodriguez) and 45% of fees attributed to Diversity Law Group PC and Webber & Egbert Employment Law, PC (counsel for Plaintiff Kaur). The attorneys' fees sought are commensurate with: (1) the risk that Plaintiffs' Counsel took in commencing the case; (2) the time, effort, and expense that Plaintiffs' Counsel dedicated to the case; (3) the skill and determination that Plaintiffs' Counsel have shown; (4) the results that Plaintiffs' Counsel have achieved throughout the litigation; (5) value of the settlement that Plaintiffs' Counsel have achieved in the case; and (6) the other cases that Plaintiffs' Counsel have turned down in order to devote their time and efforts to this case.

LITIGATION COSTS AND EXPENSES INCURRED BY PLAINTIFFS' COUNSEL

34. The Settlement provides for reimbursement of litigation costs and expenses of up to \$30,000.00. Lawyers *for Justice*, P.C. seek reimbursement of \$11,875.93 for litigation costs and expenses incurred in this case, as reflected in the Case Cost Detail attached hereto as **"EXHIBIT 3."** It should be noted that Lawyers *for Justice*, P.C. have borne all of the risks and costs of litigation to date and will not receive any compensation until a recovery is obtained in this matter. These costs and expenses were reasonable and necessary in the prosecution of this matter and to obtain the Settlement. Any cost savings of will be part of the Net Settlement Amount.

GENERAL RELEASE FEE TO PLAINTIFF ANDREA RODRIGUEZ

35. For her broader individual waiver and release of claims with a California Civil Code Section 1542 waiver (set forth in Section 9(b) of the Settlement Agreement), the Settlement provides General Release Fees to Plaintiff Rodriguez in the amount of up to \$7,500.00 to be paid out of the Total Settlement Amount, subject to approval by the Court. The

1 requested General Release Fee is fair and appropriate. It is also worth noting that Plaintiff
2 Rodriguez has undertaken significant efforts and work to spearhead the pursuit of this matter.
3 By initiating and pursuing this matter, Plaintiff Rodriguez stepped into the shoes of the State of
4 California and undertook the responsibilities of serving in a representative capacity. Plaintiff
5 Rodriguez has spent a substantial amount of time and effort discussing her employment with
6 her counsel, gathering and producing relevant documents and information, and providing the
7 facts and evidence necessary to attempt to prove the allegations. Plaintiff Rodriguez was
8 available whenever her counsel needed her and actively tried to obtain and provide information
9 that would facilitate the pursuit of the PAGA claim. Accordingly, it is appropriate and just for
10 Plaintiff Rodriguez to receive a General Release Fee, in addition to any individual penalties
11 payment she will receive as an aggrieved employee.

12 36. Plaintiffs' Counsel submits that the Settlement fulfills the purpose of the PAGA
13 statute, is within the accepted range of recoveries for this type of litigation, and is fair,
14 reasonable, and adequate given the substantial monetary benefits provided for by the Settlement,
15 the strengths and weaknesses of this case, and the inherent delay, costs, risks, and uncertainty
16 associated with continued litigation.

17 I declare under penalty of perjury under the laws of the State of California that the
18 foregoing is true and correct.

19 Executed this 5th day of March 2025, at Glendale, California.

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21 _____
22 Vartan Madoyan
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EXHIBIT 1

**PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND
RELEASE**

This Private Attorneys General Act Settlement Agreement and Release (“Settlement Agreement” or “Settlement”) is entered into by and between Plaintiffs Andrea Rodriguez (“Plaintiff Rodriguez”) and Rajveer Kaur (“Plaintiff Kaur”) (together, “Plaintiffs”), individually and as representatives of the State of California with respect to the PAGA Members, and Kan-Di-Ki, LLC (“Defendant”), subject to approval by the Court. The term “Party” or “Parties” as used herein shall refer to Plaintiffs, Defendant, or both, as may be appropriate. The term “Plaintiffs’ Counsel” as used herein shall refer to Lawyers *for* Justice, PC, and Diversity Law Group, P.C.

1. **Recitals.** This Settlement Agreement is made with reference to the following facts, which are incorporated in this Agreement in their entirety:

(a) Plaintiffs are former employees of Defendant. Plaintiff Rodriguez was employed by Defendant from approximately January 2018 to approximately January 2021 and Plaintiff Kaur was employed by Defendant from approximately January 2021 to approximately July 2021;

(b) On March 2, 2021, Lawyers *for* Justice, PC, submitted a letter on behalf of Plaintiff Rodriguez to the California Labor and Workforce Development Agency (“LWDA”) and Defendant, to notify the LWDA and Defendant, pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”), of Plaintiff Rodriguez’s intent to seek civil penalties under PAGA for Defendant’s alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order 4-2001 and 5-2001, thereby initiating LWDA Case Number LWDA-CM-823299-21 (“Rodriguez PAGA Notice”). On July 13, 2021, Diversity Law Group, P.C., submitted a letter on behalf of Plaintiff Kaur to the California Labor and Workforce Development Agency (“LWDA”) and Defendant, to notify the LWDA and Defendant of Plaintiff Kaur’s intent to seek civil penalties under PAGA for Defendant’s alleged violations of California Labor Code sections 201, 202, 203, 226(a), 226.7, 512, and 2802, thereby initiating LWDA Case Number LWDA-CM-837877-21;

(c) On March 3, 2021, Plaintiff Rodriguez filed a class action complaint for damages against Defendant; Trident Care, LLC; Trident Holdco., LLC; Trident Holding Company, LLC; Tridentcare; and Does 1 through 100, inclusive, for alleged violations of the California Labor Code and the California Business & Professions Code, in the Superior Court of the State of California for the County of Los Angeles, which was captioned *Rodriguez v. Trident Care, LLC*, Civ. A. No. 21STCV08327 (the “Rodriguez Class Action”). The Rodriguez Class Action was dismissed without prejudice at the request of Plaintiff Rodriguez on June 8, 2021.

(d) On May 6, 2021, Plaintiff Rodriguez filed her Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* (“Rodriguez PAGA Complaint”), that commenced a representative action under PAGA against Defendant, Trident Care, LLC, Trident HoldCo. LLC, Trident Holding Company, LLC, Tridentcare, and Does 1 through 100,¹ and was captioned *Andrea Rodriguez v. Kan Di Ki, LLC*, Los Angeles

¹ Plaintiff Rodriguez voluntarily dismissed Co-Defendants TridentCare; Trident HoldCo., LLC; Trident Care, LLC; and Trident Holding Company, LLC, from the Rodriguez PAGA Action on March 28, 2022.

Superior Court Case No. 21BBCV004466 (the “Rodriguez PAGA Action”). The Rodriguez PAGA Action asserted a single cause of action for civil penalties under PAGA for alleged violations of multiple provisions of the California Labor Code and applicable Industrial Welfare Commission Wage Orders.

(e) On August 10, 2021, Plaintiff Kaur filed a class action complaint for damages against Defendant, TridentCare, Trident Holding Company, LLC, and Does 1 through 50, inclusive, in the Superior Court of the State of California for the County of Sacramento, captioned *Rajveer Kaur v. Tridentcare*, Civ. A. No. 34-2021-00306024 (the “Kaur Action”). On September 15, 2021, Plaintiff Kaur filed a First Amended Complaint that dropped his class claims and added a cause of action for penalties under PAGA, Labor Code § 2698, *et seq.*, against the aforementioned defendants (“Kaur Complaint”) (together, the Rodriguez Action and the Kaur Action shall be referenced herein as, the “Actions”). The Parties contemplate that the Actions will be consolidated, with the Rodriguez PAGA Action as the lead action;

(f) On July 28, 2023, Plaintiff Rodriguez and Defendant mediated the Rodriguez PAGA Action with the Hon. Jeffery Winikow (Ret.) and the Parties ultimately reached the Settlement described herein to resolve the Actions in its entirety;

(g) There has been no determination on the merits of the Actions or the PAGA Notice but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve the Actions and Released Claims (as defined in Section 9(a) below).

2. **No Admission of Wrongdoing.** The Parties agree that neither this Settlement Agreement nor the furnishing of the consideration for this Settlement Agreement shall be deemed or construed at any time for any purpose as an admission by the Released Parties of wrongdoing or evidence of any liability or unlawful conduct of any kind. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Actions and contends that it has, at all times, complied with the California Labor Code and Business & Professions Code.

3. **Defined Terms:** The defined terms used herein will be consistent with those used in the Parties’ Memorandum of Understanding (“MOU”) executed on March 25, 2024, unless otherwise indicated.

4. **Consideration.**

(a) In consideration for Plaintiffs signing this Settlement Agreement and complying with its terms, Defendant shall pay an amount not to exceed the maximum gross sum of Seven Hundred Twenty-Five Thousand Dollars and Zero Cents (\$725,000.00) (the “Total Settlement Amount”) to resolve the Actions and Released Claims (as defined herein), which will be paid as follows:

(1) Attorneys’ fees in the amount of thirty-five percent (35%) of the Total Settlement Amount, which is Two Hundred Fifty-Three Thousand Seven Hundred Fifty Dollars and No Cents (\$253,750.00) if the Total Settlement Amount remains \$725,000.00, and reimbursement of litigation costs and expenses in the amount of up Thirty Thousand Dollars and Zero Cents (\$30,000.00) (collectively, “Attorneys’ Fees and Costs”) to Plaintiffs’ Counsel, which Defendant will not contest.

(2) A general release fee of an amount that will not exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) (“General Release Fees”) to each Plaintiff, (\$15,000.00 total), in consideration for the Plaintiffs signing a general release. Defendant agrees not to contest the General Release Fees.

(3) Costs and expenses of administration of the Settlement up to the amount of Eight Thousand Dollars and Zero Dollars (\$8,000.00) (“Settlement Administration Costs”) to Simpluris, Inc. (the “PAGA Settlement Administrator”).

(4) The amounts stated in Sections 3(a)(1) – 3(a)(3) above, once approved by the Court, shall be paid from the Total Settlement Amount. The balance remaining after these deductions is referred to as the “Net Settlement Amount.”

(5) Seventy-five percent (75%) of the Net Settlement Amount will be paid to the LWDA (“LWDA Payment”); and the remaining twenty-five percent (25%) (“Employees’ Portion”) will be distributed to all current and former hourly-paid or non-exempt employees who worked for Defendant in California during the PAGA Group Release Period (the “PAGA Group” or “PAGA Members”). The “PAGA Group Release Period” is defined both herein and in the MOU as the period running from March 2, 2020, through June 23, 2024.

(b) On October 4, 2023, Defendant represented that there were approximately 45,000 pay periods (the “Total Pay Period Count”) during the period from March 2, 2020, through September 30, 2023. This estimate serves as the basis for Plaintiffs accepting the settlement. If the actual total number of pay periods for PAGA Members through September 30, 2023, exceeds 49,500 (110% of the Total Pay Period Count), Defendant shall have the option to either (a) increase the Total Settlement Amount on a pro-rata basis equal to the percentage increase in the number of pay periods worked by the PAGA Members above 10% (e.g., if the number of pay periods increases by 11% to 49,950 pay periods, the Total Settlement Amount will increase by 1%); or (b) end the PAGA Group Release Period on the date on which the number of pay periods reaches 49,500 pay periods.

(c) One Hundred Percent (100%) of all individual settlement payments paid to PAGA Members shall be classified as penalties, and the PAGA Settlement Administrator will not undertake any deductions, withholding, or remittances for local, state, or federal taxes. PAGA Members’ individual settlement payments will be reported on an IRS Form 1099, as required by the IRS. By signing this Agreement, Plaintiffs acknowledge that they have been given the opportunity to receive independent legal advice regarding their tax obligations with regard to the General Release Fees and their Individual Settlement Shares and have not relied on any representations of Releasees or Releasees’ counsel on the subject. Plaintiffs agree to indemnify Defendant and/or Releasees for any tax liability or consequences that result from their General Release Fees or Individual Settlement Shares and their reporting or failure to report such payments for tax purposes.

5. **Court Approval is Required.** Plaintiffs understand and agree that the State of California and PAGA Members, including Plaintiffs, would not receive the consideration specified in Section 4(a) above, except for Plaintiffs’ execution of this Settlement Agreement, and the fulfillment of the promises contained herein, as well as Court approval of the Settlement. In the event that this Settlement Agreement is not approved by the Court, fails to become effective, or is reversed, withdrawn, or modified by the Court, or in any way prevents Defendant from obtaining a complete resolution of the claims as described herein:

(a) This Settlement Agreement shall be void ab initio; and

(b) None of the Parties to this Settlement shall be deemed to have waived any claims, objections, defenses, or arguments in the Action.

6. **Disbursal of Settlement Funds.**

(a) Subject to Section 5 above, Defendant shall remit to the PAGA Settlement Administrator the Total Settlement Amount no later than fourteen (14) business days after the Effective Date. The “Effective Date” as used herein shall mean the earliest date on which both of the following have occurred: (i) the Settlement Agreement is fully executed by all Parties and their counsel; and (ii) the Court enters a Judgment on its Order Approving the PAGA Settlement, and (b) the Judgment is final.

(b) Upon complete distribution of the Total Settlement Amount by the PAGA Settlement Administrator in accordance with this Settlement Agreement, the PAGA Settlement Administrator shall notify the Parties of the distribution of the entire Total Settlement Amount.

7. **Approval and Implementation of the PAGA Settlement.**

(a) The Parties are aware that some courts have approved a PAGA settlement and entered an order approving the settlement and judgment and thereafter closed the case, while others have approved a PAGA settlement and entered only an order approving the settlement with later instructions to file a request for dismissal of the action. The Parties agree to cooperate and take any and all steps required by the Court in the Actions to implement the settlement and terminate the Actions pursuant to settlement (*i.e.*, to terminate the Actions by way of judgment or dismissal).

(b) The Parties further agree to cooperate in the drafting and/or filing of any further documents and/or filings reasonably necessary to be prepared and/or filed, and to take all steps that may be requested by the Court in order to obtain approval and implementation of this Settlement Agreement, and the payments described in Section 4(a) above.

(c) The Parties shall seek to obtain Court approval of this Settlement Agreement by way of an unopposed motion to be filed by Plaintiffs’ Counsel. Plaintiffs’ Counsel shall provide a draft of all documents to be submitted in connection with the motion to approve this Settlement Agreement to Jason E. Murtagh and Mary R. Hackett of Buchanan Ingersoll & Rooney PC (“Defendant’s Counsel”) for review at least ten (10) calendar days before they are filed with the Court. Defendant’s Counsel will be given an opportunity to comment on the papers prior to their being filed with the Court, and such comments will be implemented to the extent reasonable.

(d) The Parties expressly acknowledge that the Court’s approval of the Settlement Agreement is a condition precedent to any payments described in this Settlement Agreement. Therefore, the Parties further acknowledge that, should the Court not grant approval of this Settlement Agreement and/or should the Court refuse to grant judgment or dismissal of the Actions and close the Actions based on the Settlement, the entirety of this Settlement Agreement shall be null and void.

8. **Payment of Total Settlement Amount / Notice to Recipients.**

(a) Subject to Court approval of this Settlement Agreement, payment of the sums described in Section 4(a) above shall be made by Defendant by transmitting the required sums to a qualified settlement account established by the PAGA Settlement Administrator for administration of this Settlement, within fourteen (14) calendar days of the Effective Date. If the date by which payment by Defendant is due falls on a Saturday, Sunday or legal holiday in the State of California, then the due date shall be extended the next following day which is not a Saturday, Sunday or legal holiday in the State of California.

(b) Each PAGA Member will be entitled to a *pro rata* share ("Individual Settlement Shares") of 25% of the Net Settlement Amount (*i.e.*, the Employees' Portion) based upon the number of pay periods they each worked during the PAGA Group Release Period ("Compensable Pay Periods"). The Individual Settlement Shares will be calculated by the PAGA Settlement Administrator by analyzing Defendant's payroll and/or timekeeping records to determine the number of Compensable Pay Periods worked. Specifically, to calculate each PAGA Member's share of the Employees' Portion ("Individual Settlement Share"), the PAGA Settlement Administrator shall: (i) for each PAGA Member, divide the number of Compensable Pay Periods he or she individually worked by the total aggregate number of Compensable Pay Periods worked by all PAGA Members, and then (ii) multiply this amount by the Employees' Portion to arrive at each PAGA Member's Individual Settlement Share.

(1) One Hundred Percent (100%) of all Individual Settlement Shares are to be considered penalties and the PAGA Settlement Administrator will not undertake any deductions, withholding, or remittances for local, state, or federal taxes. PAGA Members' Individual Settlement Shares will be reported on an IRS Form 1099, as required by the IRS.

(c) The PAGA Settlement Administrator shall distribute each Individual Settlement Share by way of check, along with a cover letter ("Cover Letter") in substantially the form attached hereto as "Exhibit A", provided that it is agreed upon by the Parties and approved by the Court, in the following manner:

(1) No later than seven (7) calendar days after the Effective Date, Defendant shall provide the PAGA Settlement Administrator with a list of all PAGA Members (the "PAGA Members List"), that contains the following information for each PAGA Member: (i) first and last name; (ii) last-known address; (iii) last-known telephone number; (iv) Social Security number; and (v) dates of employment as an hourly-paid or non-exempt employee in California during the PAGA Group Release Period; and (vi) such other information as is necessary for the PAGA Settlement Administrator to calculate Compensable Pay Periods. The PAGA Members List shall be confidential. The PAGA Settlement Administrator shall not provide the PAGA Members List or any data contained therein to Plaintiffs' Counsel or Plaintiffs or any third party, or use the PAGA Members List or any information contained therein for any purpose other than to administer this Settlement.

(2) The PAGA Settlement Administrator shall conduct one (1) National Change of Address ("NCOA") search for all individuals identified on the PAGA Members List, and update addresses for PAGA Members to the extent updated addresses are located through the NCOA search.

(3) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the PAGA Members List and Total Settlement Amount, the PAGA Settlement Administrator shall mail the agreed-upon Cover Letter and Individual PAGA Payments (together, the “PAGA Settlement Package”) to all PAGA Members by first-class United States mail. For each PAGA Settlement Package that is returned undeliverable within thirty (30) calendar days of the initial mailing, the PAGA Settlement Administrator shall promptly attempt to locate an alternate, updated address for the PAGA Member at issue, by using a skip-trace search and shall attempt one (1) re-mailing of the PAGA Settlement Package.

(4) The Individual Settlement Share checks issued to PAGA Members shall remain valid for ninety (90) calendar days, and thereafter, shall be canceled. Funds associated with canceled checks shall be transmitted to the State Controller’s Office Unclaimed Property Division in the name of the PAGA Member(s) at issue and in the amount of his or her respective Individual Payment(s).

(d) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the PAGA Members List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the LWDA Payment to the LWDA.

(e) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the PAGA Members List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the Attorneys’ Fees and Costs to Plaintiffs’ Counsel, unless instructed otherwise by Plaintiffs’ Counsel. At the request of Plaintiffs’ Counsel, the PAGA Settlement Administrator may purchase annuities, utilize United States Treasuries and bonds, or utilize any other attorney fee deferral vehicles and any additional expenses associated with doing so will be paid separately by Plaintiffs’ Counsel.

(f) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the PAGA Members List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the General Release Fees to Plaintiffs.

(g) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the PAGA Members List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the Settlement Administration Costs to itself, only after the PAGA Settlement Packages have been mailed to all PAGA Members.

9. **Release of Claims by Plaintiffs, PAGA Members, and the State of California.**

(a) Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiffs and the State of California with respect to PAGA Members, will be deemed to have knowingly and voluntarily released and forever discharged Defendant Kan-Di-Ki, LLC; Trident Care, LLC; Trident Holdco, LLC; Trident Holding Company, LLC; Tridentcare; and any of the aforementioned entities’ former and/or current parents, subsidiaries, and affiliates; any other entities that could be considered to have jointly employed the PAGA Members; each entity’s officers, directors, managers, owners, executives, partners, executive-level employees, shareholders, lenders, executors, agents, and attorneys; and any other predecessors, successors, assigns or legal representatives (collectively, the “Released Parties”). The claims to be released by the PAGA Members as to the Released Parties include any and all claims,

arising during the PAGA Release Period, for civil penalties under California Labor Code section 2698, et seq. (“PAGA”) as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaints in the Actions, including but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including, *inter alia*, Wage Orders 4-2001 and 5-2001 (collectively, the “Released Claims”); as well as any individual or representative claims that could be based on the factual allegations set forth in Plaintiff Rodriguez’s letter to LWDA dated March 2, 2021, and Plaintiff Kaur’s letter to the LWDA dated July 13, 2021.

(b) Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiffs, individually and on behalf of their heirs, executors, administrators, representatives, attorneys, successors and assigns, will be deemed to have knowingly and voluntarily released and forever discharged Released Parties, to the full extent permitted by law, from any and all claims of every nature whatsoever, known or unknown, suspected or unsuspected, which Plaintiffs has or may have as of the date the Court has entered an order approving the Settlement Agreement. This broader release includes, but is not limited to, all claims arising directly or indirectly from Plaintiffs’ employment with Defendant and the termination of that employment, including, but not limited to, claims arising under federal, state, or local laws and claims for unpaid wages, penalties, liquidated damages, breach of contract, breach of the implied covenant of good faith and fair dealing, infliction of emotional distress, wrongful or retaliatory discharge, harassment, discrimination, defamation, impairment of economic opportunity, and violations of public policy, the Fair Labor Standards Act, the California Labor Code, the California Fair Employment and Housing Act, the California Business and Professions Code, the California Constitution, the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Family and Medical Leave Act, the False Claims Act, the Employee Retirement Income Security Act of 1974, and the Americans with Disabilities Act of 1990. With respect to those claims released by Plaintiff in an individual capacity, Plaintiffs acknowledge and waive any and all rights and benefits available under California Civil Code Section 1542, which provides:

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

Plaintiffs understand and agree that claims or facts in addition to or different from those which are now known or believed by them to exist may hereafter be discovered. It is Plaintiffs’ intention to, upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, settle fully and release all claims they now have against the Released Parties, whether known or unknown, suspected or unsuspected. Notwithstanding the

above, the general release by Plaintiffs shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

10. **Governing Law and Interpretation.**

(a) This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California. Should any non-material provision of this Settlement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable such provision immediately shall become null and void, leaving the remainder of this Settlement Agreement in full force and effect.

(b) In the event of a breach of any provision of this Settlement Agreement, any Party reserves the right to institute an action specifically to enforce any term or terms of this Settlement Agreement or seek damages for breach. In an action to enforce any term or terms of this Settlement Agreement or to seek damages for breach of this Settlement Agreement, the prevailing Party in that action shall be entitled to recover reasonable attorney's fees and costs from the non-prevailing Party.

11. **Amendment.** This Settlement Agreement may not be modified, altered or changed except in writing and signed by the Parties' counsel, wherein specific reference is made to this Settlement Agreement, subject to approval by the Court.

12. **Miscellaneous.**

(a) The Parties agree to move to stay all proceedings in the Actions, including with respect to California Code of Civil Procedure section 583.310, except such proceedings necessary to implement and complete the Settlement, pending approval of the Settlement.

(b) This Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically transmitted copy of the Settlement Agreement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

(c) The section headings used in this Settlement Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions hereof.

(d) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel under the auspices of the Hon. Jeffery Winikow (Ret.) (the "Mediator"). In the event of vagueness, ambiguity or uncertainty, this Settlement Agreement shall not be construed against the Party preparing it but shall be construed as if both Parties prepared it jointly, and the Parties may present their disputes to the Mediator or an alternate mediator identified or agreed-to by the Parties to resolve any vagueness, ambiguity, or uncertainty. Should the Mediator (or alternate mediator) charge fees to resolve any such dispute, the Parties will confer regarding the division of payment (if any) for such fees or other alternate means to resolve such dispute without incurring additional fees (such as presenting the disputed issue to the Court if the Parties deem appropriate).

(e) If Plaintiffs or Defendant fail to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. The Settlement Agreement remains in full force and effect anyway.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFFS AND DEFENDANT, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

Date: 07/23/2024, 2024

Electronically Signed
2024-07-24 02:43:43 UTC - 47.150.207.189
Nintex AssureSign®
c6879029-8ba0-49b0-a5bb-b1b7000164cc

ANDREA RODRIGUEZ
Individually and On Behalf of
the State of California with Respect to Aggrieved
Employees

Date: _____, 2024

RAJVEER KAUR
Individually and On Behalf of
the State of California with Respect to Aggrieved
Employees

KAN- DIKI, LLC

Date: _____, 2024

Name: _____
Title: _____

Approved as to form and content.

LAWYERS FOR JUSTICE, PC

Date: July 29, 2024


Matthew Richard Soto
Attorneys for Plaintiff Andrea Rodriguez

DIVERSITY LAW GROUP PC &

(e) If Plaintiffs or Defendant fail to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. The Settlement Agreement remains in full force and effect anyway.

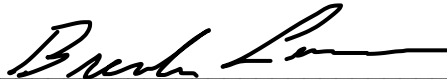
HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFFS AND DEFENDANT, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

Date: _____, 2024
ANDREA RODRIGUEZ
Individually and On Behalf of
the State of California with Respect to Aggrieved
Employees

Date: 7/23/2024, 2024

ID grMNsbn3GR7sdjKhHuZEW3ou
RAJVEER KAUR
Individually and On Behalf of
the State of California with Respect to Aggrieved
Employees

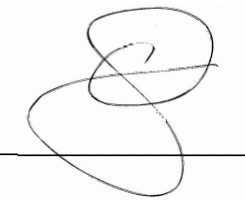
KAN- DIKI, LLC
Date: 7/24/2024, 2024

Name: Brendan Lamanna
Title: General Counsel

Approved as to form and content.

LAWYERS FOR JUSTICE, PC
Date: _____, 2024
Matthew Richard Soto
Attorneys for Plaintiff Andrea Rodriguez

DIVERSITY LAW GROUP PC &

Date: July 23, 2024



Attorneys for Plaintiff Rajveer Kaur

WEBBER & EGBERT EMPLOYMENT LAW, P.C.

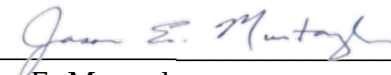
Date: July 23, 2024



Attorneys for Plaintiff Rajveer Kaur

BUCHANAN INGERSOLL & ROONEY PC

Date: July 24, 2024



Jason E. Murtagh
Mary R. Hackett
Attorneys for Defendant
Kan-Di-Ki, LLC

Exhibit A

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from *Rodriguez v. Kan Di Ki, LLC*, Los Angeles Superior Court Case No. 21BBCV00446

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<amount of payment>> (“Individual Settlement Share”). This check is your payment from the settlement in the lawsuit entitled *Rodriguez v. Kan Di Ki, LLC*, Los Angeles Superior Court Case No. 21BBCV00446 (“Action”).

Separate lawsuits were filed by Andrea Rodriguez and Rajveer Kaur (the “Plaintiffs”) on May 6, 2021, and August 10, 2021, respectively, against their former employer Kan Di Ki, LLC (“Defendant”), on behalf of the State of California, with respect to themselves and other alleged PAGA Members, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses (“*Rodriguez* Action”). Prior to filing the lawsuits, the Plaintiffs submitted letters to the California Labor and Workforce Development Agency (“LWDA”) to provide notice of their intent to seek civil penalties under PAGA for Defendant’s alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order 4-2001, and 5-2001 thereby initiating LWDA Case Number LWDA-CM-823299-21, and LWDA-CM-837877-21 (together, the “PAGA Notices”). These separate lawsuits were consolidated on <<date of entry of order by the Court consolidation the Actions>>, 2024.

Defendant denies all of Plaintiffs’ allegations and denies any wrongdoing of any kind associated with Plaintiffs’ allegations.

A settlement was reached between Plaintiffs and Defendant on March 25, 2024.

On << Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all individuals who worked for Defendant in California during the PAGA Group Release Period (“PAGA Members”). The “PAGA Group Release Period” is defined as the period running from March 2, 2020, through June 23, 2024.

You are receiving a portion of the settlement (the enclosed Individual Settlement Share) because you have been identified as a PAGA Member. Your Individual Settlement Share is based on the total number of pay periods that you worked for Defendant in California during the PAGA Group Release Period. The Individual Settlement Share is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of <<date of entry of order by the Court approving the Settlement>>, the Released Parties were fully released and forever discharged from any and all Released Claims.

“Released Parties” Defendant Kan Di Ki, LLC; Trident Care, LLC; Trident Holdco., LLC; Trident Holding Company, LLC; Tridentcare; any of the aforementioned entities’ former and/or current parents, subsidiaries, and affiliates; any other entities that could be considered to have jointly employed the PAGA Members; and each entity’s officers, directors, managers, owners, executives, partners, executive-level employees, shareholders, lenders, executors, agents, and attorneys; and any other predecessors, successors, assigns or legal representatives.

“Released Claims” means any and all claims, arising during the PAGA Release Period, for civil penalties under California Labor Code section 2698, *et seq.* (“PAGA”) as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaints in the Actions, including but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including, *inter alia*, Wage Orders 4-2001 and 5-2001 (collectively, the “Released Claims”); as well as any individual or representative claims that could be based on the factual allegations set forth in Plaintiff Rodriguez’s letter to the California Labor & Workforce Development Agency (“LWDA”) dated March 2, 2021, and Plaintiff Kaur’s letter to the LWDA dated July 13, 2021.

The enclosed check is valid for 90 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 90-day timeframe, it will be canceled, and the funds associated with the canceled check will

be transmitted to the State Controller's Office Unclaimed Property Division in your name and in the amount of your respective Individual Settlement Share.

Do not call or write the Court, Office of the Clerk of the Court, Defendant, or Defendant's counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact [redacted] at [toll-free phone number].

EXHIBIT 2

LAWYERS FOR JUSTICE

March 2, 2021

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

**Re: TRIDENTCARE, LLC; KAN DI KI, LLC; TRIDENT HOLDCO., LLC;
TRIDENT HOLDING COMPANY, LLC; TRIDENTCARE**

Dear Representative:

We have been retained to represent Andrea Rodriguez against TridentCare, LLC, Kan Di Ki, LLC, Trident Holdco., LLC, Trident Holding Company, LLC, TridentCare (including any and all affiliates, subsidiaries, parents, directors, officers, and employees) (collectively referred to as "TridentCare") for violations of California wage-and-hour laws. Ms. Rodriguez seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Ms. Rodriguez seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

TridentCare employed Ms. Rodriguez as an hourly-paid, non-exempt employee from approximately January 2018 to approximately January 2021, in the State of California.

The "aggrieved employees" that Ms. Rodriguez may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, TridentCare has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001, 5-2001.

TridentCare required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, responding to work related inquiries, answering phone calls, receiving assignments, and providing updates.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. Rodriguez and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. Rodriguez and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, TridentCare required Ms. Rodriguez and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, TridentCare failed to pay Ms. Rodriguez and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, TridentCare failed to pay Ms. Rodriguez and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, TridentCare did not provide Ms. Rodriguez and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from TridentCare were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Ms. Rodriguez and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Ms. Rodriguez and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Ms. Rodriguez and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Ms. Rodriguez and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Ms. Rodriguez and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, TridentCare failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Ms. Rodriguez and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, TridentCare did not provide Ms. Rodriguez and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001, and 5-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, TridentCare failed to pay Ms. Rodriguez and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Ms. Rodriguez and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, TridentCare failed to pay Ms. Rodriguez and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Ms. Rodriguez and the other aggrieved employees were required to report

for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Ms. Rodriguez and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by TridentCare. These costs include, but are not limited to, the use of personal vehicles for business-related tasks, and the purchasing and maintenance of scrubs in compliance with TridentCare's dress code.

Therefore, on behalf of all aggrieved employees, Ms. Rodriguez seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,

A handwritten signature in blue ink, appearing to read 'Edwin Aiwanian', is written over a horizontal line.

Edwin Aiwanian, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Kan Di Ki, LLC
Trident Holding Company, LLC
c/o C T Corporation System
Agent for Service of Process
818 West Seventh Street, Suite 930
Los Angeles, CA 90017

TridentCare, LLC
Trident Holdco., LLC
TridentCare
c/o David Velez
Chief Executive Officer
930 Ridgebrook Rd.
Sparks Glencoe, D 21152

EXHIBIT 3

LAWYERS for JUSTICE PC CASE COST DETAIL
Rodriguez vs. Trident Care, LLC, et al. (PAGA)

<u>Date</u>	<u>Payee</u>	<u>Expense Description</u>	<u>Amount</u>
3/2/2021	U.S. Postmaster	Postage	\$15.00
3/2/2021	Labor & Workforce Development Agency	PAGA Filing Fee	\$75.00
5/7/2021	Legal Document Server, Inc.	Attorney Service	\$30.43
5/7/2021	Los Angeles Superior Court	Complaint Filing Fee	\$435.00
6/15/2021	Legal Document Server, Inc.	Attorney Service	\$15.20
10/7/2021	One Legal	Attorney Service	\$21.10
10/7/2021	Los Angeles Superior Court	Jury Fee	\$150.00
11/23/2021	Legal Document Server, Inc.	Attorney Service	\$15.20
3/2/2022	Legal Document Server, Inc.	Attorney Service	\$15.20
3/16/2022	Legal Document Server, Inc.	Attorney Service	\$15.20
3/21/2022	Legal Document Server, Inc.	Attorney Service	\$15.20
3/24/2022	Legal Document Server, Inc.	Attorney Service	\$26.20
6/14/2022	Legal Document Server, Inc.	Attorney Service	\$15.20
7/5/2022	Legal Document Server, Inc.	Attorney Service	\$15.95
8/16/2022	Legal Document Server, Inc.	Attorney Service	\$125.00
8/16/2022	Legal Document Server, Inc.	Attorney Service	\$15.95
9/6/2022	Legal Document Server, Inc.	Attorney Service	\$15.95
9/21/2022	Los Angeles Superior Court	Document Download Fee	\$7.80
9/28/2022	Legal Document Server, Inc.	Attorney Service	\$15.95
9/29/2022	Legal Document Server, Inc.	Attorney Service	\$15.95
9/30/2022	Legal Document Server, Inc.	Attorney Service	\$15.95
11/21/2022	Legal Document Server, Inc.	Attorney Service	\$15.95
11/22/2022	Legal Document Server, Inc.	Attorney Service	\$15.95
12/7/2022	Legal Document Server, Inc.	Attorney Service	\$219.25
1/4/2023	Los Angeles Superior Court	Document Download Fee	\$5.80
1/10/2023	Legal Document Server, Inc.	Attorney Service	\$15.95
4/14/2023	Jeffrey K. Winikow	Mediation Fee	\$10,000.00
5/15/2023	Los Angeles Superior Court	Clerk's Transcript on Appeal Fee	\$419.13
6/21/2023	Legal Document Server, Inc.	Attorney Service	\$16.15
7/28/2023	Melissa LeBlanc	Travel Reimbursement	\$14.57
1/16/2024	Legal Document Server, Inc.	Attorney Service	\$16.15
1/24/2024	Legal Document Server, Inc.	Attorney Service	\$16.15
3/27/2024	Legal Document Server, Inc.	Attorney Service	\$16.15
4/30/2024	Legal Document Server, Inc.	Attorney Service	\$16.15
9/4/2024	Legal Document Server, Inc.	Attorney Service	\$16.15
Total:			<u>\$11,875.93</u>

LAWYERS for JUSTICE PC CASE COST DETAIL
Rodriguez vs. Trident Care, LLC, et al. (PAGA)