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NARINE MADATYAN, ARSINEH TOPALIANFARD,
MIKI SUE APODACA, JOANNA GOSLIN, and ELIZABETH HALL
(Additional attorneys for Plaintiffs on following page)

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

NARINE MADATYAN, ARSINEH
TOPALIANFARD, MIKI SUE APODACA,
JOANNA GOSLIN, and ELIZABETH
HALL, on behalf of themselves, all others
similarly situated, and as “aggrieved
employees” on behalf of other “aggrieved
employees” under the Labor Code Private
Attorneys General Act of 2004,

Plaintiffs,

vs.

TARLANI CORP., a California corporation;
ALLIANCE HEALTH SERVICES, INC., a
California corporation; MILLENIUM
HEALTHCARE SERVICES, INC.;
MARGARITA TARLANIAN, a natural
person; and ARTHUR TARLANIAN, a
natural person; and DOES 1–50, inclusive,

Defendants

Case No. (Goslin) 24STCV11142
[Related Case No. Madatyan
24STCV16890]

**DECLARATION OF LOUIS
BENOWITZ IN SUPPORT OF
PLAINTIFFS’ MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Hearing Information

Date: July 16, 2016
Time: 10:00 a.m.
Dept: 15
Judge: Hon. Timothy Patrick Dillon

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I, LOUIS BENOWITZ, declare as follows:

2. I am an attorney duly licensed to practice law in the State of California, in good standing with the State Bar of California, and an attorney of record for plaintiffs NARINE MADATYAN, ARSINEH TOPALIANFARD, MIKI SUE APODACA, JOANNA GOSLIN, and ELIZABETH HALL (collectively, “Plaintiffs”) in this action against Defendants TARLANI CORP., ALLIANCE HEALTH SERVICES, INC., MILLENIUM HEALTHCARE SERVICES, INC., MARGARITA TARLANIAN, and ARTHUR TARLANIAN (collectively “Defendants”).

Settlement Agreement

The Parties, PAGA Notices, and Pleadings

6. Defendants employed Plaintiffs in California as non-exempt hourly and piece-rate employees at various times during the Class Period.

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1 9. Plaintiff Apodaca exhausted her administrative remedy by sending a certified
2 letter to the LWDA and Defendants postmarked on January 28, 2025. A true and correct copy of
3 this letter is attached hereto as Exhibit 4.

4 10. On May 2, 2024, Plaintiff Goslin filed a Class Action Complaint in the Los
5 Angeles County Superior Court, Case No. 24STCV11142 (hereafter “*Goslin*”), against
6 Defendants causes of action for: (1) Unfair Competition (Bus & Prof. Code § 17200 et seq.); (2)
7 Non-Provision of Meal and Rest Periods (Lab. Code §§226.7); (3) Failure to Pay Minimum &
8 Overtime Wages (Lab. Code §1194); (4) Failure to Indemnify (Lab. Code §2802); (5) Wage
9 Statement Penalties (Lab. Code § 226); and (6) Waiting Time Penalties (Lab. Code §203).

10 11. On July 8, 2024, Plaintiffs Narine Madatyan and Arsineh Topalianfard
11 commenced a Class Action by filing a Complaint in the Los Angeles County Superior Court, Case
12 No. 24STCV16890 (hereafter “*Madatyan*”), alleging causes of action against Defendants for (1)
13 Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime under Labor Code §
14 510; (3) Meal Period Liability Under Labor Code § 226.7; (4) Rest Break Liability Under Labor
15 Code § 226.7; (5) Failure to Pay Vacation Wages; (6) Failure to Comply with Labor Code § 245
16 et seq. and 246; (7) Reimbursement of Necessary Expenditures Under Labor Code § 2802; (8)
17 Failure to Keep Required Payroll Records under Labor Code §§ 1174 and 1174.5; (9) Violation
18 of Labor Code § 204; (10) Violation of Labor Code § 221; (11) Penalties Pursuant to Labor Code
19 § 203; and (12) Violation of Business & Professions Code § 17200, et seq.

20 12. On November 3, 2025, Plaintiffs Narine Madatyan, Arsineh Topalianfard, and
21 Miki Apodaca filed a First Amended Complaint adding Miki Apodaca as a class representative
22 and causes of action for penalties under PAGA and violation of Labor Code § 226(a).

23 13. On April 16, 2026, the Court entered an order pursuant to stipulation for the filing
24 of Plaintiffs’ Consolidated Class Action Complaint., which combines the *Goslin* and *Madatyan*
25 actions, adds Elizabeth Hall as a named plaintiff, and includes a cause of action for civil penalties
26 under PAGA.

27 14. Defendants deny all of Plaintiffs’ allegations and contend that their wage and hour
28 policies, practices and procedures are fully compliant with all applicable laws.

Informal Discovery and Data Sampling

15. On January 21, 2025, counsel for Plaintiffs requested that Defendants informally disclose documents and data to enable Plaintiffs to prepare for private mediation, including the number of Class Members (broken down into current and former employees) and Aggrieved Employees, as well as the numbers of Workweeks and PAGA Period Pay Periods.

16. Plaintiffs also requested a reasonable, randomly selected sample of Defendants' time, payroll, and expense records, and related personnel records.

17. Finally, Plaintiffs requested Defendants' written policies applicable to the claims at hand and asked that Defendants identify any and all comparable claims against them.

18. The Parties thereafter engaged in an informal, voluntary exchange of information in the context of privileged settlement discussions to facilitate an early mediation.

19. Defendants contend that they employed 688 Class Members during the time period from May 2, 2020, through September 12, 2025 (Settlement, ¶ 8.) This time period is the Class Period for employees who were not participating class members in *Stephanie Cuevas v. Tarlani Corp.*, San Bernardino Superior Court, Case No. CIVSB2202953, which was settled on behalf of a class consisting of piece rate workers. (Settlement, ¶ 1.12.)

20. Defendants produced the records of 33.87% of Class Members for the period of March 1, 2022, through June 23, 2025. There were records for 233 employees in the sample and Defendants selected the sample. Defendants represent that the sample was randomly selected. The sample consisted of time and payroll data, and related records.

21. Plaintiffs retained Berger Consulting Group, an expert data analysis company, to analyze the sample.

22. Plaintiffs also used the Raosoft Sample Size calculator (<http://www.raosoft.com/samplesize.html>) to determine if the sample size selected is statistically reliable. (*Duran v. U.S. Bank National Assn.* (2014) 59 Cal.4th 1 (*Duran*); *Bell v. Farmers Ins. Exch.* (2004) 115 Cal.App.4th 715 (*Bell*)). The *Bell* court found a relative margin of error of ~9.4 percent was acceptable (while rejecting a ~32 percent margin of error as unacceptable) (*Bell*, 115 Cal.App.4th at pp. 753-757), and the *Duran* court found a relative margin of error of 43.3 percent

1 was unacceptable (*Duran*, 59 Cal.4th at p. 46). Using a margin of error of 10% (see *Bell*, 115
2 Cal.App.4th at pp. 753-755), a confidence level of 95%, and a population size of 688, the Raosoft
3 Sample Size Calculator recommended a sample of 85 (for a finite population) or 97 (for an infinite
4 population). Based on the Raosoft Sample Size Calculator, the sample population of 233
5 employees that Plaintiffs' data analyst evaluated is presumably acceptable under *Bell* and *Duran*.

6 23. Attached hereto as Exhibit 5 is a true and correct copy of the PDF document I
7 generated from the results of the Raosoft Sample Size Calculator.

8 ***Mediation and Settlement***

9 24. On September 12, 2025, following much of the foregoing informal discovery and
10 exchange of information, the Parties participated in a mediation session. David Phillips of
11 Signature Resolution LLC, a highly reputable neutral with extensive experience in wage and hour
12 class actions, was their mediator.

13 25. During the mediation, the Parties had a full day of productive negotiations, reached
14 agreement on a dollar per workweek figure, and reached agreement on a class-wide settlement
15 after the mediation session once Defendants provided updated an updated Workweeks figure.

16 26. Given Defendants' previous experience with an escalator clause (which the
17 Settlement in this case also has, and which resulted in them paying a seven figure settlement when
18 they anticipated a six-figure settlement in the *Cuevas* case), it was critical for the parties to obtain
19 as robust an estimate as possible regarding the Workweeks count to reduce the amount of
20 uncertainty.

21 27. During the mediation session, as well as after the session itself, each side,
22 represented by their respective counsel, recognized the risks these cases presented for all parties
23 involved and ultimately came to a final agreement on the Settlement.

24 ***Claims Administrator Selection***

25 28. The parties obtained claims administration bids from multiple reputable claims
26 administrators. The parties chose Apex Class Action Administration because it came in with the
27 lowest bid at \$10,490.00.

29. Attached hereto as Exhibit 6 is a true and correct copy of the bid counsel for Plaintiffs received from Apex Class Action Administration,.

Gross Settlement Amount, Net Settlement Amount, and Estimated Payments

30. The Gross Settlement Amount (“GSA”) is \$625,520.00 and is based on a \$28.00 per Workweek value before the deductions (based on 22,340 Workweeks) resulting in the Net Settlement Amount (“NSA”).

31. The NSA is currently estimated as \$281,271.33 and was calculated by subtracting the following items from the GSA: (1) the \$25,000 allocated for Class Representative Service Payments; (2) the \$208,506.67 allocated for the Class Counsel Fees Payment; (3) the \$35,000.00 allocated to the Class Counsel Litigation Expenses Payment; (4) the \$10,490.00 allocated to the Administration Expenses Payment; and (5) the \$65,252.00 allocated to PAGA Penalties.

32. The NSA results in an estimated Workweek value of \$12.59 being paid to Participating Class Members (and a mean payment of \$408.82 per Participating Class Member) based on a Class of 688 employees.

33. The PAGA Penalties of \$65,252.00 will result in an LWDA PAGA Payment of \$42,413.80 (65%), with the remainder of \$22,838.20 (35%) being distributed to the Aggrieved Employees. The estimated value per PAGA Period Pay Period is \$1.38 (based on 16,500 PAGA Period Pay Periods) and the estimated mean payment per Aggrieved Employee is \$39.58 (based on 577 Aggrieved Employees).

Class Certification Requirements

34. I contend that the Class is certifiable for settlement purposes only and respectfully request for the Court to grant class certification under this more malleable standard.

35. I maintain that the Class is ascertainable because its members may be identified by reference to Defendants’ records and Defendants have agreed to share the relevant information to facilitate the settlement process. This has never been disputed in any of my previous wage and hour class action matters.

36. I also maintain that it would be impracticable to join roughly 688 employees as parties in a single action instead of using a class procedure and, in my experience, no court has

1 ever balked at certifying a class of this size for settlement purposes.

2 37. Plaintiffs assert that all Class Members were subject to the same or similar
3 operations and employment policies, practices, and procedures. The claims arise from Defendants'
4 alleged policy-driven failure to pay wages, failure to provide meal periods, failure to authorize
5 and permit rest periods, failure to indemnify for business expenses, failure to issue proper wage
6 statements, failure to timely pay wages, failure to maintain required payroll records, and related
7 labor law violations, all of which Plaintiffs claim constitute unfair business practices and give rise
8 to PAGA penalties.

9 38. I contend that common questions in this case predominate and include, but are not
10 limited to: (1) Whether Defendants failed to pay all wages earned to Class Members for all hours
11 worked at the correct rates of pay; (2) Whether Defendants failed to provide the class with all
12 meal and rest periods in compliance with California law; (3) Whether Defendants failed to pay
13 the Class one additional hour of pay on workdays they failed to provide the class with one or
14 more meal or rest periods in compliance with California law; (4) Whether Defendants failed to
15 indemnify the Class for all necessary business expenditures incurred during the discharge of their
16 duties; (5) Whether Defendants knowingly and intentionally failed to provide the Class with
17 accurate wage statements; (6) Whether Defendants willfully failed to provide the Class with
18 timely and complete final wage payments; and (7) Whether Defendants engaged in unfair
19 competition within the meaning of Business and Professions Code § 17200, *et seq.*, with respect
20 to the Class.

21 39. I contend that Plaintiffs' claims are typical for the purposes of certifying the Class.
22 I contend that Plaintiffs, like absent Class Members, were subject to the same relevant policies
23 and procedures governing his compensation, hours of work, meal and rest periods, and expense
24 reimbursement. Because I contend that Plaintiffs were subject to the same general course of
25 conduct as absent Class Members, resolving the common questions as they apply to Plaintiffs will
26 determine Defendants' *prima facie* liability to all Class Members. Moreover, Plaintiffs' claims
27 could potentially be subject to the same primary affirmative defenses as those of absent Class
28 Members. Accordingly, Plaintiffs' claims are typical of the Class.

1 *Counsel's Qualifications*

2 40. I completed my undergraduate studies at Cornell University in Ithaca, New York,
3 where I was admitted as a Pauline and Irving Tanner Dean's Scholar and earned a Bachelor of
4 Arts degree in English in May of 2003. I completed my legal studies at Loyola Law School in
5 Los Angeles, California, where I received a Juris Doctor degree in May of 2008 and graduated in
6 the top 15% of my class. At Loyola Law School, I served as Research Editor on the Loyola of
7 Los Angeles Entertainment Law Review, and was a member of the Scott Moot Court Honors
8 Board and the St. Thomas More Law Honor Society. I also worked as a research assistant to
9 Professor Theodore Seto on issues concerning real property law and land use restrictions.

10 41. Since being admitted to the State Bar of California in February of 2009 after
11 passing the California Bar Examination on my first attempt, I have almost exclusively practiced
12 in the areas of civil litigation and employment law. I am a member of the California Employment
13 Lawyers Association ("CELA") and the vast majority of my work during my time in active legal
14 practice has consisted of wage and hour and other employment law cases on behalf of employees,
15 with a few matters on behalf of employers. I currently have numerous pending employment law
16 cases at various stages of litigation, including single plaintiff, multi-plaintiff, class, and
17 representative private attorney general action matters.

18 42. I, along with co-counsel, represented the plaintiff in *Troester v. Starbucks Corp.*,
19 in which the California Supreme Court resolved in favor of the plaintiff. I was involved in that
20 case at all points since its inception. There, the California Supreme Court held that a *de minimis*
21 exception does not exist as a defense to California wage and hour claims (unlike under federal
22 law) based on the subject to the control of the employer standard for time worked. This decision
23 clarified the rights of employees under California's minimum wage laws and reaffirms that
24 California employers fully compensate non-exempt employees for all time worked.

25 43. I wholly authored and submitted an *amicus curiae* brief on behalf of CELA in
26 support of the plaintiffs and the certified class in the case of *Augustus v. ABM Security Services,*
27 *Inc.* at both the Court of Appeal and California Supreme Court levels. The ultimate decision from
28 the California Supreme Court in favor of the plaintiffs incorporates much of the reasoning and

arguments set forth in my briefs, which traced the history of the IWC Wage Order provisions on rest periods and relevant differences between Wage Orders. That decision is a foundational California Supreme Court precedent with respect to rest period, class certification, and class-wide summary judgment issues.

44. I have been counsel for the plaintiffs in two successful appeals in employment law cases. In *Alejandro Chavez v. Southern California Edison Co.*, Court of Appeal, Second Appellate District, Division Two, Case No. B253514, which I personally argued, a male-on-male sexual harassment case, my co-counsel and I obtained a reversal of a defense verdict after trial based on an erroneous jury instruction with respect to the standard for establishing that workplace harassment is “because of” sex. In *Valencia v. SCIS Air Security Corporation*, Court of Appeal, Second Appellate District, Division One, Case No. B255199, in a published opinion, my co-counsel and I obtained reversals of a denial of class certification and a grant of summary adjudication based on the trial court’s drawing of an erroneous conclusion with respect to Airline Deregulation Act preemption in a case centering around alleged meal and rest period violations and related unpaid time.

45. I successfully prosecuted an eleven-day bench trial with David Spivak of The Spivak Law Firm in the case of *Alina Ghrdilyan, et al. v. RJ Financial, Inc., et al.*, Los Angeles Superior Court, Case No. BC430633 (2012), the Honorable Ronald Sohigian presiding. To my knowledge, this is the first and only case to be successfully prosecuted through trial in a non-class representative capacity under the Labor Code Private Attorney Generals Act of 2004, Labor Code § 2698 *et seq.* on behalf of both named plaintiffs and aggrieved employees and against someone other than an employer for civil penalties and unpaid wages (as the employer-defendant had filed for bankruptcy protection, leaving only the owner of the company as a defendant as a “person acting on behalf of an employer” under Labor Code § 558). The case involved claims of unpaid overtime, unprovided rest and meal periods, unpaid vacation, untimely interval and final wages, and unreimbursed expenses.

46. With respect to wage and hour class actions specifically, a sampling of matters in which I have been appointed as class counsel is as follows:

- 1 a. *Valencia v. SCIS Air Security Corp.*, Los Angeles Superior Court, Case No.
2 BC421485 (granted class certification through contested motion and
3 appointed class counsel in case on behalf of former security workers based
4 on late final wage payments in violation of Labor Code §§ 201–203; also
5 granted final of proposed class action settlement on behalf of certified
6 class).
- 7 b. *Sandoval v. Rite Aid Corp.*, Los Angeles County Superior Court, Case No.
8 BC431249 (granted class certification through contested motion and
9 appointed class counsel in case on behalf of former pharmacy employees
10 based on late final wage payments in violation of Labor Code §§ 201–203;
11 also granted final approval of class action settlement on behalf of certified
12 class).
- 13 c. *Vang v. Burlington Coat Factory Warehouse Corp.*, et al., U.S. District
14 Court, Central District of California, No. 09-CV-8061-CAS (appointed
15 class counsel and granted final approval of settlement on behalf of retail
16 store employees in case involving, among other things, alleged vacation
17 pay forfeitures, failures to provide meal and rest periods, and failures to
18 pay overtime wages based on employee misclassification).
- 19 d. *Garcia v. Am. Gen. Fin. Mgmt. Corp.*, et al., U.S. District Court, Central
20 District of California, No. 09-CV-1916-DMG (appointed class counsel and
21 granted final approval of settlement on behalf of account managers in case
22 involving, among other things, alleged overtime miscalculations and meal
23 and rest period violations).
- 24 e. *Cerdenia v. USA Truck, Inc.*, U.S. District Court, Central District of
25 California, Case No. 10-CV-1489-JVS (appointed class counsel and
26 granted final approval of settlement on behalf of truck drivers).
- 27 f. *Jones v. Shred-It, Inc.*, U.S. District Court, Central District of California,
28 Case No. 2:11-cv-00526-SVW-FFM (appointed class counsel and granted

1 final approval of settlement on behalf of customer service representatives
2 and balers in case involving alleged off the- clock work and meal and rest
3 period violations).

4 g. *Douglas v. California Credit Union*, Los Angeles Superior Court, Case No.
5 BC445050 (appointed class counsel and granted final approval of
6 settlement on behalf of customer service representatives for overtime
7 miscalculation claims).

8 h. *Alvarez v. Gary Grace Enterprises, LP*, Marin Superior Court, Case No.
9 CIV 1002553 (appointed class counsel and granted final approval of
10 settlement on behalf of hair salon employees for overtime miscalculation
11 and related claims).

12 i. *Calderon v. Greatcall, Inc.*, San Diego Superior Court, Case No. 37-2010-
13 00093743-CU-OE-CTL (appointed class counsel and granted final
14 approval of settlement on behalf of customer service employees in case
15 involving, among other things, alleged meal and rest period violations and
16 overtime calculation errors).

17 j. *Butler v. Lexxiom, Inc.*, San Bernardino Superior Court, Case No. CIVRS
18 1001579 (appointed class counsel and granted final approval of settlement
19 on behalf of debt resolution center employees in case involving, among
20 other things, alleged meal and rest period violations and overtime
21 calculation errors).

22 47. Some additional wage and hour class actions in which I have been appointed class
23 counsel are as follows: *O'Brien v. Optima Network Services, Inc.*, San Bernardino County
24 Superior Court, Case No. CIVRS1107056; *Noyd v. The Cristcat Group*, Los Angeles County
25 Superior Court, Case No. BC439558; *Perez v. Southwest Dealer Services, Inc.*, Los Angeles
26 County Superior Court, Case No. BC439253; *Huynh v. Carefusion Resources, LLC*, San Diego
27 County Superior Court, Case No. 37-2009-00103277-CU-OE-CTL; *Cunningham v. DPI*
28 *Specialty Foods West, Inc.*, Los Angeles County Superior Court, Case No. BC465017; *Stucker v.*

1 *L'Oreal USA S/D, Inc.*, Los Angeles County Superior Court, Case No. BC456080 ; *Shipley v.*
2 *Jonathan Club*, Los Angeles County Superior Court, Case No. BC485207; *Valdez v. Healthcare*
3 *Services Group, Inc.*, Los Angeles County Superior Court, Case No. BC462917; and *Tucker v.*
4 *Maly's West, Inc.*, Los Angeles County Superior Court, Case No. BC483920.

5 48. In addition to my experience in representing plaintiffs in class action litigation, I
6 also represented two of the defendants the case of *Sam Jaicaman v. Mustafa Ertan Tuysuzoglu,*
7 *et al.*, Los Angeles Superior Court, Case No. BC467147. In that case, a putative wage and hour
8 class action alleging off-the-clock, meal and rest period, and related claims, I, along with counsel
9 for other defendants, successfully opposed the plaintiff's motion for class certification.

10 49. I was also one of the counsel for the plaintiff in *Troester v. Starbucks Corp.*, which
11 the California Supreme Court resolved in favor of the plaintiff. I was involved in that case at all
12 points since its inception. In that case, the California Supreme Court decided that a *de minimis*
13 exception does not exist under California law as a defense to wage and hour claims (unlike under
14 federal law) and thus expanded the rights of employees in California.

15 50. To the best of my knowledge, neither Plaintiffs nor I have any conflicts of interest
16 with the absent Class Members. Plaintiffs contend that they are adequate class representatives.
17 Plaintiffs and Class Members have strong and co-extensive interests in this litigation because they
18 all worked for Defendants during the relevant time period, allegedly suffered the same alleged
19 injuries from the same alleged course of conduct, and there is no evidence of any conflict of
20 interest between Plaintiffs and the Class Members. Moreover, Plaintiffs have demonstrated their
21 commitment to the Class by, among other things, retaining experienced counsel, providing
22 counsel with documents and extensively speaking with them to assist in identifying the claims
23 asserted in this case, assisting them in identifying witnesses, as well as by exposing themselves
24 to the risk of attorneys' fees and costs awards against them if this lawsuit had been unsuccessful.
25 Thus, Plaintiffs are adequate to serve as the Class Representatives.

26 51. I am not aware of any class, representative, or other collective action in any other
27 court, in this, or any other jurisdiction, that asserts claims similar to those asserted in this action
28 beyond the *Goslin* and *Madatyan* matters, on behalf of the class or group of individuals, some or

1 all of whom would also be Class Members to find in this action. I have made a reasonable inquiry
2 of the other members of my law firm to determine whether they are aware of any such similar
3 actions. Based on these inquiries, I am aware of no such similar actions other than the previously
4 settled *Cuevas* action.

5 52. I contend that Plaintiffs are adequate class representatives. Plaintiffs and Class
6 Members have strong and co-extensive interests in this litigation because they all worked for
7 Defendants during the relevant time period, allegedly suffered the same alleged injuries from the
8 same alleged course of conduct, and there is no evidence of any conflict of interest between
9 Plaintiffs and the Class. Moreover, Plaintiffs have demonstrated their commitment to the Class
10 by, among other things, retaining experienced counsel, providing counsel with documents and
11 extensively speaking with them to assist in identifying the claims asserted in this case, assisting
12 them in identifying witnesses, as well as exposing themselves to the risk of attorneys' fees and
13 costs awards against them if this lawsuit had been unsuccessful. Thus, Plaintiffs are adequate to
14 serve as Class Representatives.

15 53. I further contend that a class action is also superior to other means adjudicating
16 the issues in this action. The predominance of common legal and factual questions shows that this
17 Court could fairly adjudicate the claims of Class Members through a single class action. In view
18 of the theoretical alternatives that proposed class members could potentially utilize—
19 representative PAGA action (where there is less relief available), individual civil lawsuits (or
20 arbitrations) or wage claims through the Division of Labor Standards Enforcement (where there
21 would be relatively little money at stake, but the claims would be time-consuming to litigate)—a
22 class action is plainly superior to all of them. Thus, this consideration supports conditional class
23 action treatment for purposes of this Settlement only.

24 ***Exposure Calculations***

25 54. At issue in this Class and PAGA action is an in-home care provider's liability to
26 approximately 688 hourly, non-exempt and piece-rate employees for unpaid time, meal and rest
27 period violations, unreimbursed expenses, and related violations of the Labor Code and applicable
28 Wage Order.

1 55. Plaintiffs' outside consultant prepared exposure estimates in advance of the
2 mediation. Defendants' maximum possible exposure was excess of \$20 million in a best-case for
3 Class Members/worst-case for Defendants scenario based on their outside consultant's analysis.

4 56. Attached hereto as Exhibit 7 are true and correct copies of the maximum possible
5 liability exposure estimates prepared for Plaintiffs in advance of mediation.

6 57. Defendants dispute Plaintiffs' liability calculations.

7 58. The exposure estimates do not realistically account for the risks outlined below or
8 the risk that a class will not be certified. Therefore, I believe that a class settlement for
9 \$625,520.00 is fair and reasonable.

10 59. Most critically, the negotiated amount was driven by economic realities stemming
11 from Defendants' financial condition. Defendants operate a home healthcare business and
12 produced extensive financial documentation for Plaintiffs to review in advance of mediation.
13 Critically, in addition to operating at low margins, Defendants had settled a previous class action
14 that received final approval for a class period ending in 2023. Under that agreement, an escalator
15 clause was triggered, which resulted in a \$725,000.00 settlement becoming a \$1,063,471.88
16 settlement (46.7% higher than initially anticipated). This past settlement caused Defendants to
17 default on their final installment payment before ultimately making it. This is very much a
18 situation where my co-counsel and I agreed that the biggest consideration was finding a way to
19 reach a settlement that both provides meaningful compensation to Class Members while being
20 one that Defendants have a realistic likelihood of actually being able to pay—as nobody would
21 be served by a larger deal that never actually gets paid out.

22 60. A settlement for between 5-10% of the maximum realistic recovery is sanctioned
23 by existing case law. Moreover, California courts routinely approve class action settlements with
24 *gross settlement amounts* (let alone recoveries on the net settlement amount) of less than \$10 per
25 workweek in cases not primarily driven by the employer's finances, and this one is for \$28 per
26 workweek on the GSA (and \$12.59 based on the NSA, keeping in mind that \$10 per workweek
27 settlements get reduced by similar amounts after deductions and wind up becoming less than \$5
28 on the net)—all in spite of financially risky Defendants. This overarching reality shows the

1 fairness, adequacy, and reasonableness of the Settlement.

2 61. I am aware of only two significant awards under the PAGA in contested
3 proceedings, both issued by federal district courts. PAGA penalty awards are often small even for
4 egregious, intentional violations of the Labor Code. For instance, on October 24, 2017, the Los
5 Angeles Superior Court awarded a prevailing PAGA plaintiff, represented by very experienced
6 counsel, civil penalties totaling only \$50.00 (*Shields v. Security Paving Company, Inc.*, Los
7 Angeles Superior Court, Case No. BC492828). Further, in *Carrington v. Starbucks Corp.* (2018)
8 30 Cal.App.5th 504, 529, the Court of Appeal affirmed judgment which provided for a PAGA
9 penalty of only \$5 per pay period for meal period violations. A similar result could occur here.

10 ***Risk Analysis***

11 62. The Settlement satisfies all of the *Kullar* factors. The Settlement resulted from
12 thorough, arms' length, negotiations between experienced counsel with the assistance of a
13 respected mediator after sufficient discovery was exchanged to assess the relative strengths and
14 weaknesses of their respective cases and Defendants' estimated exposure. Both defense counsel
15 and I are particularly experienced in employment law and wage and hour class actions. We are
16 experienced and qualified to evaluate the class claims, the viability of the defenses, and the risks
17 and benefits of settlement versus trial on a fully informed basis. I have negotiated many wage and
18 hour class settlements, including many involving the same issues presented here. Counsel on both
19 sides share the view that the Settlement is a fair and reasonable settlement in light of the
20 complexities of the case and uncertainties of class certification and litigation, and a fair result for
21 the Class Members.

22 63. The arbitration agreements entered into between Defendants on the one hand, and
23 the Class Members, on the other, present a significant risk to the success of Plaintiffs' class action
24 litigation. According to Defendants, the majority of the Class entered into arbitration agreements
25 with Defendants. As the arbitration agreements in question restrict potential litigants from
26 bringing class actions against Defendants, Plaintiffs would be effectively barred from pursuing
27 claims on behalf of the Class in Court. Thus, there is a significant risk the Court could determine
28 that those Class Members who have not entered into arbitration agreements with Defendants are

1 not sufficiently numerous to justify class action treatment. As such, by continuing to trial on class-
2 wide claims, Plaintiffs would run the high risk of suffering defeat due to the existence of the
3 arbitration agreements. Moreover, the arbitration agreements would pose danger to any class
4 certification motion brought by Plaintiffs. Because different defenses would apply to some Class
5 Members and not others – i.e., the existence of signed arbitration agreements – there is a risk that
6 the Court could determine that Plaintiffs’ claims present too many individualized inquiries to
7 justify class certification.

8 64. There is a risk that Plaintiffs’ recovery for unpaid wages would be extremely
9 limited at best, largely because Class Members performed activities like charting at different times
10 and for different amounts of time. It would also be difficult because Defendants had written
11 policies against off-the-clock work. Off-the-clock claims are difficult where a defendant requires
12 in its written policies that all work must take place while clocked in. (See *Jong v. Kaiser*
13 *Foundation Hospital* (2014) 226 Cal.App.4th 391 [employer must have notice of off-the-clock
14 work for it to be compensable].) While Defendants dispute that off-the-clock work occurred, or
15 contend it was otherwise compensated for, they also contend that any time spent off the clock was
16 *de minimis*.

17 65. The California Supreme Court in *Troester v. Starbucks Corp.* (2018) 5 Cal. 5th
18 829 (*Troester*)) suggested that irregular and minute periods of time may still be subject to a *de*
19 *minimis* defense even if compensable. (*Id.* at. p. 835 [“We do not decide whether there are
20 circumstances where compensable time is so minute or irregular that it is unreasonable to expect
21 the time to be recorded.”].) Following *Troester*, Defendants contend that the *de minimis* doctrine
22 may apply here because some time spent off the clock was minute and insignificant, or at least
23 might apply to a sufficient extent to generate unmanageable individualized issues. Accordingly,
24 a large award of penalties seems unlikely with respect to this claim.

25 66. The difficulty inherent in proving that off-the-clock work occurred poses a
26 significant hurdle to Plaintiffs. Plaintiffs will rely on declarations and witness statements to prove
27 this claim. Generally, a court will not certify a class unless it can determine an appropriate
28 classwide methodology for fairly and efficiently managing the case in terms of proof, and that

1 methodology cannot deprive a defendant of its due process right to present affirmative defenses.
2 (See, e.g., *Duran*, 59 Cal. 4th at pp. 39-40, 50-51 [showing extent of uncertainty regarding
3 statistical evidence for purposes of providing liability in wage and hour cases].) Here, Plaintiffs
4 may rely heavily on anecdotal and statistical evidence to prove the off-the-clock work claim,
5 especially given the lack of records indicating when such off-the-clock work may have taken
6 place. Individualized inquiries would need to be conducted person-by-person, day-by-day, to
7 determine if an individual in fact worked “minutes” off-the-clock on a “regular” basis. While
8 Plaintiffs would contend that liability is simpler with respect to the employees paid on a piece
9 rate (e.g., *Gonzalez v. Downtown LA Motors, LP* (2013) 215 Cal.App.4th 36, 42), this case is
10 arguably distinguishable the unpaid tasks did not uniformly occur during specified time windows.
11 Accordingly, there is a significant risk that the Court could conclude that individual issues
12 predominate over common ones.

13 67. There are risks to Plaintiffs’ meal period claims. Most of the Class Members spent
14 much their working time at remote locations where they were not under the watchful eye of their
15 managers and had greater control over when they could take meal periods. Also, Class Member
16 time records show a significant amount of meal period compliance, which suggests that Class
17 Members could take meal periods within the first five hours of work without there being a
18 common barrier subject to common proof. While a time record with a facial meal period violation
19 (e.g., a late, short, or absent meal period) gives rise to presumptive liability, an employer still has
20 the right to rebut that presumption with a waiver defense. (*Donohue v. AMN Services, LLC* (2021)
21 11 Cal.5th 58, 70 [discussing both rebuttable presumption and waiver defense].) “Thus, the
22 crucial issue with regard to the meal break claim is [still] the reason that a particular employee
23 may have failed to take a meal break.” (*Washington v. Joe’s Crab Shack* (N.D. Cal. 2010) 271
24 F.R.D. 629, 641.)

25 68. Defendants contend they did not impede or discourage Plaintiffs, or any other
26 employees, from taking their meal (or rest) periods. The time records that comprise the random
27 sample Defendants produced to Plaintiffs for purposes of mediation show that meal periods were
28 taken a significant percentage of the time while *prima facie* violations were also common. Of the

1 time records that show a late, short, or missed meal, individualized evidence may be necessary to
2 determine whether they occurred due to conduct of Defendants or each of the employees
3 concerned. Accordingly, there is a significant risk that the value of Plaintiffs' meal period claim
4 would be substantially reduced at trial.

5 69. There are risks to Plaintiffs' rest period claim. Many Class Members worked out
6 in the field where they were not under the watchful eye of their managers and had greater control
7 over when they could take rest periods. Employers are not required to record rest periods and such
8 periods are paid. While the piece rate worker rest period claim is admittedly stronger than the
9 hourly employee claim because it is governed by Labor Code § 226.2, this was still a case driven
10 by financial considerations to a much greater degree than many others because there were major
11 constraints on the resources available for settlement (especially after the previous settlement).

12 70. Defendants also contend they provided non-exempt employees the opportunity to
13 take rest periods in accordance with California law. Unlike meal periods, where there are often
14 records showing whether an employee clocked out or not, there is no such evidence to prove a
15 missed rest period or that the employer refused to authorize and permit one. Managing such claims
16 at trial has become exceedingly difficult. Plaintiffs would depend on sample witness testimony
17 and surveys to prove the claims. While a victory with such evidence is certainly possible, relevant
18 caselaw makes such claims risky from a trial management and due process perspective. (*Id.*; see
19 *Duran*, 59 Cal. 4th p. 31 [explaining "[I]f sufficient common questions exist to support class
20 certification, it may be possible to manage individual issues through the use of surveys and
21 statistical sampling."]; *Tyson Foods, Inc. v. Bouphakeo* (2015) 136 S.Ct. 382; *Comcast*
22 *Corporation v. Behrend* (2013) 133 S.Ct. 1426.)

23 71. There is a risk that the Court could consider Plaintiffs' claims as to Defendants'
24 alleged failure to indemnify for business expenses to be individual in nature and thus deny class
25 certification. Defendants provided some Class Members with phones or other communication
26 devices, so some Class Members only had to use their personal phones only on some occasions.
27 Plaintiffs allege that Defendants required Plaintiffs and the Class Members to use their personal
28 items including cellular phones, computers and other electronic devices, and their personal

1 vehicles, and failed to fully indemnify them for these expenses. Defendants presented evidence
2 of some reimbursements and a reimbursement policy. As such, there is a risk that the Court might
3 consider Plaintiffs' claims to be individual in nature and unfit for class wide resolution.

4 72. With respect to Labor Code §§ 203 and 226(e) penalties, these claims were
5 derivative of the underlying claims for unpaid wages. As the California Supreme Court's most
6 recent decision in *Naranjo v. Spectrum Security Services, Inc.* (2024) 15 Cal.5th 1056 (a case that
7 has made three separate trips to the California Supreme Court over the years) shows, derivative
8 statutory penalties under Labor Code §§ 203 and 226 are highly fact-specific, could yield different
9 liability findings at different points in time based on the state of the law, and are highly uncertain.
10 While Plaintiffs assert that Defendants lacked any good excuse for not paying the various
11 categories of wages here, and could meet the scienter requirement, there is enough uncertainty as
12 to whether a small employer who had updated its policies immediately after a similar class action
13 lawsuit would be held liable for these penalties on a derivative basis.

14 73. The PAGA claim not only presents the same risks with respect to liability as the
15 underlying Labor Code violations, but also presents risks unique to PAGA—especially in view
16 of the 2024 amendments to the statute.

17 74. First, there is a significant risk that Plaintiffs would be unable to prove that
18 Aggrieved Employees suffered every alleged violation discussed above during each pay period
19 during the PAGA Period. This risk is because the same sorts of factual variations that create class
20 certification risks also create potential difficulties in proving sufficiently uniform Labor Code
21 violations during each pay period during the PAGA Period.

22 75. Second, Plaintiffs' calculation methodology uses some degree of "stacking" (i.e.,
23 awarding penalties for the violation of different Labor Code provisions based on the exact same
24 conduct. Amended PAGA expressly forbids penalties for failures to pay wages at termination,
25 failures to pay wages during employment, and failures to provide compliant wage statements
26 unless the violations are knowing and intentional. (Lab. Code § 2699, subd. (i).) While amended
27 PAGA leaves open the possibility of "stacking" outside of these specific scenarios, a court may
28 very well apply the reasoning of this provision beyond its terms and deny stacked penalties. For

1 example, a failure to pay overtime is a violation of Labor Code §§ 510 and 1194, thus making it
2 possible to recover PAGA penalties for violations of both statutes. While two federal district court
3 decisions held that “stacking” PAGA penalties in this fashion may be appropriate to determine
4 the amount in controversy for purposes of removal jurisdiction, counsel is not aware of any
5 California court awarding a plaintiff multiple PAGA penalties for the same violation for the same
6 pay period under different code sections. This may be because PAGA does not provide for what
7 many employers characterize as claim-splitting instead of stacking. In turn, there is a major risk
8 that this Court could reduce the universe of potentially recoverable PAGA penalties on this basis.

9 76. Third, it was highly unlikely that the Court would ever grant more than the default
10 penalty amounts against Defendants. While amended PAGA eliminates the initial/subsequent
11 violation language and allows a first-time violator to be held liable for higher penalty amounts, it
12 sets a very high bar: a judicial determination that “the employer’s conduct giving rise to the
13 violation was malicious, fraudulent, or oppressive.” (Lab. Code § 2699, subd. (f)(2)(B)(ii).) This
14 is the same standard that applies for punitive damages and requires proof of the same.

15 77. While Defendants had been sued for similar violations in the past, they resolved
16 that case by way of settlement and they could credibly contend that they did nothing wrong on
17 purpose after paying out more than \$1 million. While Plaintiffs would argue that the past lawsuit
18 put Defendants on notice of the violations and that they nevertheless consciously disregarded their
19 obligations under the Labor Code, making that determination would require the Court to weigh
20 competing testimony and argument, which gives rise to major uncertainty.

21 78. Fourth, the Court’s ample discretion over penalty amounts was a major risk.
22 Critically, PAGA gives courts discretion to award less than the default—let alone maximum—
23 penalty amounts. (Lab. Code § 2699(e)(2); *Thurman v. Bayshore Transit Management, Inc.*
24 (2012) 203 Cal.App.4th 1112, 1135 [reducing PAGA award].) As set forth above, Defendants has
25 posed plausible defenses to most of the Labor Code claims underlying Plaintiffs’ PAGA
26 allegations. Thus, the PAGA claims likewise face significant uncertainty. There is a risk that the
27 Court would consider even the default amounts confiscatory.

28 79. Fifth, Plaintiffs risked Defendants invoking the generous penalty reduction

provisions in amended PAGA to reduce their exposure. These provisions provide for a reduction as high as eighty-five percent (85%) if Defendants were able to show they took “all reasonable steps” to be in compliance with the Labor Code before receiving the PAGA Notice or by up to 70% if they took “reasonable steps” within sixty (60) days after receiving notice under PAGA.

80. Further, Defendants might have been able to persuade the Court to dismiss some or all aspects of the PAGA claim due to manageability considerations. Plaintiffs are required to establish a violation of the Labor Code with respect to “each and every” one of the approximately 577 Aggrieved Employees. The Court could find that this is an impossible task and require the Aggrieved Employees to bring individual claims instead of allow a global claim to proceed.

81. Finally, the settlement of PAGA penalties in the sum of \$65,252.00, of which 65% (\$40,658.80) will be paid to the LWDA and 35% (\$21,893.20) will be distributed to the Aggrieved Employees, is reasonable and appropriate under the circumstances. This amount in good faith consistent with my experience in past combined class and PAGA settlements and what other courts have done. Indeed, combined class and PAGA actions present a circumstance where all the claims are being discounted based on risk, and it makes little sense to deny compensation to employees in favor of the LWDA—especially in cases where a class resolution can be achieved. Where an employer has arbitration agreements and refuses to resolve anything other than a PAGA claim, the considerations are vastly different because, at that point, the only goal is to maximize the recovery and penalize the employer as much as possible to deter employers from committing future Labor Code violations with impunity.

Notice of Settlement to the LWDA

82. On April 24, 2026, I uploaded a copy of this Declaration and the accompanying Memorandum of Points and Authorities to the LWDA’s online PAGA portal. A true and correct copy of a PDF showing that this document was transmitted to the LWDA is attached as Exhibit 8 to the version of this Declaration submitted to the Court (but not to the version submitted to the LWDA given the order of operations for this endeavor).

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1 ***Fairness of Distribution Method***

2 83. Under the Settlement, each Participating Class Member will receive an Individual
3 Class Payment calculated as a *pro rata* distribution of the NSA based on the individual
4 Participating Class Member's Workweeks compared to the aggregate of all Participating Class
5 Members' Workweeks.

6 84. Under the Settlement, each Aggrieved Employee will receive an Individual PAGA
7 Payment calculated as a *pro rata* distribution of 35% of the PAGA Penalties based on the
8 individual Aggrieved Employee's PAGA Period Paychecks compared to the aggregate of all
9 Aggrieved Employees' PAGA Period Pay Periods.

10 85. These distribution methods are fair and reasonable because employees with
11 comparatively longer tenures during the Class Period/PAGA Period are likely to have
12 experienced more Labor Code violations during the relevant time periods than employees with
13 shorter tenures.

14 ***Attorney's Fees and Costs***

15 86. A fee award of one-third of the gross non-reversionary common fund, plus actual
16 costs, is consistent with my experiences in wage and hour class action matters. In the matters
17 listed in this Declaration, the fee award has been for that percentage in the overwhelming majority.

18 87. This amount of fees and costs that counsel intend on requesting are commensurate
19 with: (1) the risk counsel took in bringing the case against an employer who had just settled a
20 previous class action for more than \$1 million and had defaulted in the course of making
21 installment payments; (2) the time, effort and expense counsel invested in this case, (3) the skill
22 and determination shown by counsel in identifying claims and maximizing the recovery, (4) the
23 results counsel achieved, which is a significant recovery for the Class—especially considering
24 that many wage and hour class actions resolve for considerably less per workweek; (5) the value
25 of counsel achieved for the Class, and (6) the other cases counsel turned down to devote time to
26 this matter—including single plaintiff cases where higher percentages of the recovery are allowed
27 for litigated cases without court approval and are paid within around thirty days (instead of
28 requiring counsel to keep significant sums floating during the court approval process).

1 88. Collectively, the lawyers seeking appointment as Class Counsel spoke extensively
2 with Plaintiffs and other employees, obtained records for Plaintiffs and absent Class Members,
3 had a significant volume of payroll data analyzed for mediation by an outside consultant, used
4 their skill and experience to , negotiated a strong settlement in a case against a small employer,
5 prepared settlement-related documents, and prepared this motion in view of this Court’s rigorous
6 scrutiny standards for settlement approval. Counsel also anticipates preparing a final approval
7 motion and fielding phone calls about the Settlement from Class Members between now and the
8 Final Approval Hearing.

9 89. My co-counsel and I have borne all the risks and costs of litigation and will receive
10 no compensation until after final approval. We used our extensive experience in employment law
11 and wage and hour class actions to obtain a solid recovery for the Class. These considerations
12 warrant preliminary approval of the Class Counsel Fees Payment and Class Counsel Litigation
13 Expenses Payment.

14 ***Class Representative Service Payment***

15 90. The Settlement provides that Plaintiffs may seek Class Representative Service
16 Payments of \$5,000.00 each. (Settlement, ¶ 3.2.1.) This amount is entirely reasonable given
17 Plaintiffs’ efforts in this action and the risks they undertook on behalf of the Class. (See generally
18 Sinclair Decl. [filed concurrently herewith].) Plaintiffs have devoted many hours advancing the
19 interests of the Class. Plaintiffs have done this by, among other things, retaining experienced
20 counsel, providing them with information about their work histories with Defendants and
21 Defendants’ applicable wage and hour policies and practices, monitoring the progress of the case,
22 reviewing case-related documents, participating in mediation, and being actively involved in the
23 settlement process to ensure a fair result for the Class. In doing this, Plaintiffs have been exposed
24 to significant risks, including the risk of being ordered to pay Defendants’ attorney’s fees and
25 costs if this action had been unsuccessful (See Labor Code §§ 218.5-218.6). The efforts and risks
26 that Plaintiffs undertook on behalf of the Class show that the proposed Class Representative
27 Service Payments are fair, adequate, and reasonable.

28 91. Attached hereto as Exhibit 9 is a true and correct copy of the Declaration of the

1 Declaration of Joanna Goslin in Support of Plaintiffs' Motion for Preliminary Approval of Class
2 Action Settlement.

3 92. Attached hereto as Exhibit 10 is a true and correct copy of the Declaration of
4 Elizabeth Hall in Support of Plaintiffs' Motion for Preliminary Approval of Class Action
5 Settlement.

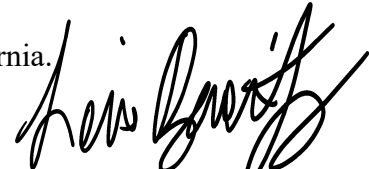
6 ***Class Notice Process***

7 93. The Settlement requires distribution of the Class Notice by First Class U.S. mail
8 only (Settlement, ¶ 8.4.2). Although there are current employee Class Members, it is uncertain
9 whether Defendants' records of their contact information include email addresses and Class
10 Members, who perform all of their work away from a desk, are not in a position to check their
11 emails as regularly as many other types of employees. As such, distributing the Class Notice by
12 mail alone is fair, adequate, and reasonable.

13 94. The Class Notice (Exhibit A to the Settlement) provides Class Members with all
14 pertinent information that they need to fully evaluate their options and exercise their rights under
15 the Settlement. Indeed, it clearly and concisely explains, among other things: (1) what the
16 Settlement is about; (2) who is a Class Member; (3) how Class Counsel will be paid; (4) how to
17 submit an exclusion request not to be bound by the Settlement; (5) how to object to the Settlement;
18 (6) how the Settlement will be allocated; (7) how payments to Class Members will be calculated;
19 (8) how disputes over Workweeks and PAGA Period Pay Periods will be resolved; and (9) the
20 individual's estimated Individual Class Payment and, if applicable, Individual PAGA Payment;
21 (10) the individual Class Member's Workweeks and, if applicable, the Aggrieved Employee's
22 PAGA Period Pay Periods.

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

25 Executed on April 24, 2026 at Manhattan Beach, California.



26
27 LOUIS BENOWITZ
28 Declarant

EXHIBIT 1

FIRST AMENDED CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Narine Madatyan, Arsineh Topalianfard, Miki Sue Apodaca, Joanna Goslin, and Elizabeth Hall (collectively “Plaintiffs”) and defendants Tarlani Corp., Alliance Health Services, Inc., Millenium Healthcare Services, Inc., Margarita Tarlanian, and Arthur Tarlanian (collectively “Defendants” or “Tarlani”). The Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1 “Actions” means and includes, *Narine Madatyan et al. v. Tarlani Corp. dba Tarlani Healthcare, et al.*, Case No. 24STCV16890, Los Angeles County Superior Court (“Madatyan Action”) and *Joanna Goslin, et al. v. Tarlani Corp., et al.*, Case No. 24STCV11142, Los Angeles County Superior Court (“Goslin Action”).
- 1.2 “Administrator” means Apex Class Action Administration, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4 “Aggrieved Employees” all non-exempt individuals that worked for Defendants in California during the PAGA Period on an hourly or piece-rate basis. The Aggrieved Employees do not include those classified as independent contractors by Defendants.
- 1.5 “Class” means all non-exempt individuals that worked for Defendants in California during the Class Period on an hourly or piece-rate basis. The Class does not include those classified as independent contractors by Defendants.
- 1.6 “Class Counsel” means Louis Benowitz of Benowitz Law Corporation, Carly Nese of the Law Office of Carly Nese PC, and Roman Shkodnik and Emma Geesaman of D.Law, Inc.
- 1.7 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8 “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

- 1.9 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12 “Class Period” shall mean the following: 1) For employees who were participating class members in the matter of *Stephanie Cuevas v. Tarlani Corp.*, San Bernardino Superior Court, Case No. CIVSB2202953, the class period means April 24, 2023 through September 12, 2025 or 2) For all employees who were not participating class members in the matter of *Cuevas*, who are within the instant Class, the class period means the period from May 2, 2020 to September 12, 2025.
- 1.13 “Class Representatives” means the named Plaintiffs in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.14 “Class Representative Service Payments” means the payments to the Class Representatives for initiating the Action and providing services in support of the Actions.
- 1.15 “Court” means the Superior Court of California, County of Los Angeles.
- 1.16 “Defendants” means named Defendants Tarlani Corp., Alliance Health Services, Inc., Millennium Healthcare Services, Inc., Margarita Tarlanian, and Arthur Tarlanian.
- 1.17 “Defense Counsel” means MPC Legal.
- 1.18 “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.19 “Final Approval” means the Court’s order granting final approval of the Settlement.

- 1.20 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21 “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.22 “Gross Settlement Amount” means \$625,520.00 which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator’s Expenses.
- 1.23 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.25 “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.26 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (m).
- 1.27 “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (m).
- 1.28 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30 “Operative Complaint” means the consolidated complaint to add Plaintiff Elizabeth Hall and the Plaintiffs in the Madatyan Action as named plaintiffs and the entirety of class and the combined claims from the Goslin and Madatyan actions for: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime under Labor Code § 510; (3) Meal Period Liability Under Labor Code § 226.7; (4) Rest Break Liability Under Labor Code § 226.7; (5) Failure to Pay Vacation Wages; (6) Failure to

Comply with Labor Code §§ 245, *et seq.* and 246; (7) Reimbursement of Necessary Expenditures Under Labor Code § 2802; (8) Failure to Keep Required Payroll Records under Labor Code §§ 1174 and 1174.5; (9) Violation of Labor Code § 204; (10) Violation of Labor Code § 221; (11) Penalties Pursuant to Labor Code § 226(a); (12) Penalties Pursuant to Labor Code § 203; (13) Violation of Business & Professions Code § 17200, *et seq.*; and (14) Penalties Pursuant to Labor Code § 2699, *et seq.*

- 1.31 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.32 “PAGA Period” means the period from May 2, 2023 through September 12, 2025.
- 1.33 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 1.34 “PAGA Notices” means Plaintiffs’ May 2, 2024, September 25, 2024, and January 28, 2025 letters to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.35 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees (\$21,893.20) and the 65% to LWDA (\$40,658.80) in settlement of PAGA claims.
- 1.36 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.37 “Plaintiffs” mean Narine Madatyan, Arsineh Topalianfard, Miki Sue Apodaca, Joanna Goslin, and Elizabeth Hall, the named plaintiffs in the Actions.
- 1.38 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.39 "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.40 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.41 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.42 “Released Parties” means: Defendants and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.
- 1.43 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.44 "Response Deadline" means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

1.45 "Settlement" means the disposition of the Actions effected by this Agreement and the Judgment.

1.46 "Workweek" means any week during which a Class Member worked for Defendants for at least one day, during the Class Period.

2. **RECITALS.**

2.1 On July 8, 2024, Plaintiffs Narine Madatyan and Arsineh Topalianfard commenced a Class Action by filing a Complaint alleging causes of action against Defendants Tarlani Corp, dba Tarlani Healthcare, Paychex PEO I, LLC, Alliance Home Health Care Services, Alliance Home Health Care Services, Inc, and Alliance for (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime under Labor Code § 510; (3) Meal Period Liability Under Labor Code § 226.7; (4) Rest Break Liability Under Labor Code § 226.7; (5) Failure to Pay Vacation Wages; (6) Failure to Comply with Labor Code §§ 245, *et seq.* and 246; (7) Reimbursement of Necessary Expenditures Under Labor Code § 2802; (8) Failure to Keep Required Payroll Records under Labor Code §§ 1174 and 1174.5; (9) Violation of Labor Code § 204; (10) Violation of Labor Code § 221; (11) Penalties Pursuant to Labor Code § 203; and (12) Violation of Business & Professions Code § 17200, *et seq.* On November 3, 2025, Plaintiffs Narine Madatyan, Arsineh Topalianfard, and Miki Apodaca filed a First Amended Complaint adding Miki Apodaca as a class representative and causes of action for penalties under PAGA and violation of Labor Code § 226(a). Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2 On May 2, 2024, Plaintiff Joanna Goslin commended a Class Action by filing a Complaint alleging causes of action against Defendants Tarlani Corp., Margarita Tarlanian, and Arthur Tarlanian for (1) unfair competition under Business & Professions Code § 17200, *et seq.*; (2) non-provision of meal and rest periods; (3) failure to pay minimum and overtime wages; (4) failure to indemnify under Labor Code § 2802; (5) wage statement penalties under Labor Code § 226; and (6) waiting time penalties under Labor Code § 203.

2.3 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to Defendants and the LWDA by sending the PAGA Notices.

2.4 On October 18, 2024, the Court deemed the Madatyan and Goslin cases as related cases.

2.5 On September 12, 2025, the Parties participated in an all-day mediation presided over by David Philips which led to this Agreement to settle the Actions.

2.6 Prior to mediation, Plaintiffs obtained, through informal discovery, a 33% sampling of time and payroll data for the putative class, and figures and information regarding the class size and composition. Defense Counsel also provided Class Counsel with copies of all applicable policies and procedures. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("Dunk/Kullar").

2.7 As a condition of the Settlement, and in order to release the Labor Code claims alleged in the Actions, Plaintiff Joanna Goslin will file a consolidated complaint ("Operative Complaint") in the Goslin Action to add Plaintiff Elizabeth Hall and the Plaintiffs in the Madatyan Action as named plaintiffs and the entirety of class and PAGA claims from the Madatyan Action.

2.8 As a condition of the Settlement, named defendants Paychex Peo I, LLC, Alliance Home Health Care Services, Alliance Home Health Case Services, Inc. and Alliance will be dismissed from the Madatyan Action without prejudice after a declaration is provided by Defendants to support the dismissals. Plaintiffs will also Doe in as Defendants to the Goslin Action, Alliance Health Services, Inc., and Millenium Healthcare Services, Inc.

2.9 The Court has not decided the issue of class certification because the Parties engaged in mediation before any class certification motion was filed or heard.

2.10 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. **MONETARY TERMS.**

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendants promise to pay \$625,520.00 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

- 3.2.1 To Plaintiffs: Class Representative Service Payments to each of the Class Representatives of not more than \$5,000 each (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendants will not oppose Plaintiffs' request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payment.
- 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than 33.33%, which is currently estimated to be \$208,606.67 and a Class Counsel Litigation Expenses Payment of not more than \$35,000. Defendants will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.
- 3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed \$10,490.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$10,490.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4 To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1 Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$62,552.00 to be paid from the Gross Settlement Amount, with the 65% to LWDA (\$40,658.80) and 35% to the Aggrieved Employees (\$21,893.20) allocated to the Individual PAGA Payments.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% to the Aggrieved Employees (\$21,893.20) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimate there are 688 Class Members who collectively worked a total of 22,340 workweeks from May 2, 2020 through September 12, 2025, and 577 of Aggrieved Employees who worked a total of approximately 16,500 PAGA Pay Periods from May 2, 2023 through September 12, 2025.

4.2 Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights,

the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3 Funding of Gross Settlement Amount. Defendants shall fund the Gross Settlement Amount (“GSA”), plus Defendants’ share of payroll taxes owed by transmitting the funds to the Administrator as follows: one-third of the GSA by March 1, 2026; one-third of the GSA by June 1, 2026, and the remaining one-third of the GSA by September 1, 2026. The Administrator shall deposit the payments into an FDIC insured interest-bearing account, and interest from such interest-bearing account will become part of the Net Settlement Amount and be held by the Administrator in escrow.

4.4 Payments from the Gross Settlement Amount. Within 14 days after Defendants fully fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments.

4.4.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients’ mailing addresses using the National Change of Address Database.

4.4.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take

further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASES OF CLAIMS.** Effective on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1 **Plaintiffs' Release.** Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class and PAGA Periods, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint and Plaintiffs' PAGA Notices. ("Plaintiffs' Release.") Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.1.1 **Plaintiffs' Waiver of Rights Under California Civil Code Section 1542.** For purposes of Plaintiffs' Release, Plaintiffs expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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.

5.2 Release by Participating Class Members Who Are Not Aggrieved Employees:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime under Labor Code § 510; (3) Meal Period Liability Under Labor Code § 226.7; (4) Rest Break Liability Under Labor Code § 226.7; (5) Failure to Pay Vacation Wages; (6) Failure to Comply with Labor Code §§ 245, *et seq.* and 246; (7) Reimbursement of Necessary Expenditures Under Labor Code § 2802; (8) Failure to Keep Required Payroll Records under Labor Code §§ 1174 and 1174.5; (9) Violation of Labor Code § 204; (10) Violation of Labor Code § 221; (11) Penalties Pursuant to Labor Code § 226(a); (12) Penalties Pursuant to Labor Code § 203; (13) Violation of Business & Professions Code § 17200, *et seq.*; and (14) Penalties Pursuant to Labor Code § 2699, *et seq.* that could have been alleged on the facts that formed the basis for the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the Operative Complaint (collectively, the "Released Claims"). This release shall apply to claims arising during the Class Period. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.3 Release by Participating and Non-Participating Class Members Who Are Aggrieved Employees: All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, the PAGA Notices, and ascertained in the course of the Actions.

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.1 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.2 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel

and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. **SETTLEMENT ADMINISTRATION.**

7.1 **Selection of Administrator.** The Parties have jointly selected Apex Class Action Administration to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action Administration agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 **Employer Identification Number.** The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3 **Qualified Settlement Fund.** The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4 **Notice to Class Members.**

7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3 Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the

Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

- 7.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 7.4.5 If the Administrator, Defendants, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5 Requests for Exclusion (Opt-Outs).

- 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include provide the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5 Administrator's Declaration. Not later than 14 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and

compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

- 7.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.
8. **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE** Based on its records, Defendants estimate that, as of the date of this Settlement Agreement, (1) there are 688 Class Members and 22,340 total workweeks from May 2, 2020 through September 12, 2025 and (2) there were 577 Aggrieved Employees who worked approximately 16,500 Pay Periods from May 2, 2023 through September 12, 2025. If the number of Total Workweeks encompassed within the Class Period exceeds 22,340 by more than 10%, then the GSA shall be increased in proportion to the percentage increase in the number of Total Workweeks encompassed in the Class Period in excess of 10%. If this provision is triggered, the Parties agree that the portion of the GSA allocated to attorneys' fees will increase proportionally such that the total amount of Class Counsel's Fees remains one-third of the GSA after the upward adjustment required by this provision is implemented.
9. **DEFENDANTS' RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendants may, but are not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendants must notify Class Counsel and the Court of its election to withdraw not later than seven days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.
10. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (s)(2), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval").

- 10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

12. **ADDITIONAL PROVISIONS.**

12.1 **No Admission of Liability, Class Certification or Representative Manageability for Other Purposes.** This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2 **Confidentiality Prior to Preliminary Approval.** Plaintiffs, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.3 **No Solicitation.** The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict

Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

- 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 12.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 12.8 No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

- 12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants make a written request to Class Counsel for the return, rather than the destructions, of Class Data.
- 12.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 12.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

Roman Shkodnik
Emma Geesaman
D.LAW, INC.
250 N Madison Ave., 2nd Floor
Pasadena, CA 91101

Carly Nese
LAW OFFICE OF CARLY NESE
100 Wilshire Blvd., Suite 700
Santa Monica, CA 90401

Louis Benowits
BENOWITZ LAW CORPORATION
8605 Santa Monica Boulevard, PMB 79183
West Hollywood, California 90069

To Defendants:

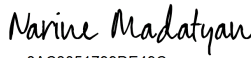
Edgar Martirosyan
MPC LEGAL
601 S. Glenoaks Blvd., Suite 201
Burbank, CA 91502

12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

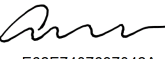
12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

For Plaintiffs:

Date: 04/22/2026

Signed by:

0AC3851799DE49C...
Narine Madatyan

Date: 04/23/2026

Signed by:

E62E7407637042A...
Arsineh Topalianfard

Date: 4/23/2026

Signed by:

14A4D44B7C974A9...
Miki Apodaca

Date: _____

Joanna Goslin

Date: _____

Elizabeth Hall

For Defendants:

Louis Benowits
BENOWITZ LAW CORPORATION
8605 Santa Monica Boulevard, PMB 79183
West Hollywood, California 90069

To Defendants:

Edgar Martirosyan
MPC LEGAL
601 S. Glenoaks Blvd., Suite 201
Burbank, CA 91502

12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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For Plaintiffs:

Date: _____

Narine Madatyan

Date: _____

Arsineh Topalianfard

Date: _____

Miki Apodaca

04 / 22 / 2026
Date: _____



Joanna Goslin

04 / 22 / 2026
Date: _____



Elizabeth Hall

For Defendants:

Date: _____

By:
For Tarlani Corp.

Date: _____

By:
For Alliance Health Services, Inc.

Date: _____

By:
For Millenium Healthcare Services, Inc.

Date: _____

Margarita Tarlanian

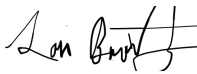
Date: _____

Arthur Tarlanian

APPROVED AS TO FORM

BENOWITZ LAW CORPORATION

Dated: 04 / 24 / 2026

By: 
Louis Benowitz
Attorneys for Plaintiffs Joanna Goslin and Elizabeth Hall

APPROVED AS TO FORM

LAW OFFICES OF CARLY NESE

Dated: 04 / 22 / 2026

By: 
Carly Nese
Attorneys for Plaintiffs Joanna Goslin and Elizabeth Hall

Date: 4/23/2026

Arthur Tarlanian

ID 65mdHr8AQ8hTV62UbzkCDwv

By: Arthur Tarlanian
For Tarlani Corp.

Arthur Tarlanian

ID 65mdHr8AQ8hTV62UbzkCDwv

By: Arthur Tarlanian
For Alliance Health Services, Inc.

Date: 4/23/2026

Date: 4/23/2026

Arthur Tarlanian

ID 65mdHr8AQ8hTV62UbzkCDwv

By: Arthur Tarlanian
For Millenium Healthcare Services, Inc.

Date: 4/23/2026

Margarita Tarlanian

ID hat6yBzhQinWx4Wg3gicJcH

Margarita Tarlanian

Date: 4/23/2026

Arthur Tarlanian

ID 65mdHr8AQ8hTV62UbzkCDwv

Arthur Tarlanian

APPROVED AS TO FORM

BENOWITZ LAW CORPORATION

Dated: _____

By: _____

Louis Benowitz
*Attorneys for Plaintiffs Joanna Goslin and
Elizabeth Hall*

APPROVED AS TO FORM

LAW OFFICES OF CARLY NESE

Dated: _____

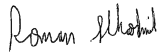
By: _____

Carly Nese
*Attorneys for Plaintiffs Joanna Goslin and
Elizabeth Hall*

APPROVED AS TO FORM

Dated: 04/23/2026

D.LAW, INC.

By: 
Roman Shkodnik
Emma Geesaman
*Attorneys for Plaintiffs Narine Madatyan,
Arsineh Topalianfard, and Miki Sue Apodaca*

APPROVED AS TO FORM

Dated: 4/23/2026

MPC LEGAL

By: 
ID 7nQWyTEbxBS138vEWJ1W9eSW
Edgar Martirosyan
Attorneys for Defendants

EXHIBIT A

EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Joanna Goslin, et al. v. Tarlani Corp., et al.

The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Tarlani Corp., Alliance Health Services, Inc., Millenium Healthcare Services, Inc., Margarita Tarlanian, and Arthur Tarlanian (collectively referred to herein as “Defendants” or “Tarlani”) alleged wage and hour violations. The Action was filed by former Tarlani employees Narine Madatyan, Arsineh Topalianfard, Miki Apodaca, Joanna Goslin, and Elizabeth Hall (collectively “Plaintiffs”) and seeks payment of (1) back wages and other relief for a class of hourly employees (“Class Members”) who worked for Tarlani during the Class Period; (2) back wages and other relief for a class of piece-rate employees (“Class Members”) who worked for Tarlani during the Class Period; and (3) penalties under the California Private Attorney General Act (“PAGA”) for all hourly employees who worked for Tarlani during the PAGA Period (May 2, 2023 to September 12, 2025) (“Aggrieved Employees”).

According to Tarlani’s records, you

_____ were
_____ were not

a participating class member in the matter of *Stephanie Cuevas v. Tarlani Corp., San Bernardino Sup. Ct Case No. CIVSB2202953* (“Cuevas”). If you were a participating class member in the Cuevas matter, your Class Period means April 24, 2023 through September 12, 2025. If you were not a participating class member in the Cuevas matter, your Class Period means the period from May 2, 2020 to September 12, 2025.

The proposed Settlement has two main parts: (1) a Class Settlement requiring Tarlani to fund Individual Class Payments, and (2) a PAGA Settlement requiring Tarlani to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Tarlani’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Tarlani’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Tarlani's records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Tarlani to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Tarlani.

If you worked for Tarlani during the Class Period for Hourly Employees, the Class Period for Piece-Rate Employees, and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Tarlani.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Tarlani, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Tarlani will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Tarlani that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a

but not the PAGA Settlement The Opt-out Deadline is _____	written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Tarlani must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Tarlani’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former Tarlani employees. The Action accuses Tarlani of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and wages due semimonthly, failing to pay sick pay and vacation wages, failing to reimburse business expenses, failing to keep required payroll records, failing to provide meal periods, rest breaks and accurate itemized wage statements, and unlawfully deducting/collecting wages from employees. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) (“PAGA”).

Plaintiffs are represented by attorneys in the Action: D.Law, Inc., Beonowitz Law Corporation, and the Law Offices of Carly Nese.

Tarlani strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Tarlani or Plaintiffs are correct on the merits.

In the meantime, Plaintiffs and Tarlani hired an experienced mediator in an effort to resolve the Action by negotiating an end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Tarlani have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Tarlani does not admit any violations or concede the merit of any claims. Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Tarlani has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Tarlani Will Pay \$625,520.00 as the Gross Settlement Amount (Gross Settlement). Tarlani has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement in three equal installments paid every three months starting on March 1, 2026 and ending on September 1, 2026. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Tarlani will fully fund the Gross Settlement by September 1, 2026. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- a. Up to \$208,506.67 (33.33% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$35,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- b. Up to \$5,000 to each of the Plaintiffs as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payment and any Individual PAGA Payment.
- c. Up to \$10,490.00 to the Administrator for services administering the Settlement.
- d. Up to \$65,252.00 for PAGA Penalties, allocated 65% to the LWDA PAGA Payment and 35% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiffs and Tarlani are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to interest and penalties ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Tarlani will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and Tarlani have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Tarlani.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Tarlani based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Tarlani have agreed that, in either case, the Settlement will be void: Tarlani will not pay any money and Class Members will not release any claims against Tarlani.
8. Administrator. The Court has appointed a neutral company, Apex Class Action Administration (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and remail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice. 9.
9. Participating Class Members' Release. After the Judgment is final and Tarlani has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Tarlani or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) failure to pay all regular wages, minimum wages and overtime wages due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to pay vacation wages; (v) failure to pay accurate sick pay; (vi) failure to reimburse necessary expenditures; (vii) failure to keep required payroll records; (viii) failure to provide accurate, itemized wage statements; (ix) failure to timely pay wages semi-monthly; (x) automatically deducting/collecting wages; (xi) failure to pay wages timely at time of termination or resignation; and (xii) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the Operative Complaint (collectively, the "Released Claims"). This release shall apply to claims arising during the Class Period. Except as set forth in Section 5.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Tarlani has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Tarlani, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Tarlani or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, the PAGA Notices, and ascertained in the course of the Action.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of

Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$_____ by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Tarlani's records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Tarlani's calculation of Workweeks and/or Pay Periods based on Tarlani's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Tarlani's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Joanna Goslin, et al. v. Tarlani Corp., et al.*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Tarlani are asking the Court to approve. At least _____ days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website _____ or the Court's website _____.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is _____.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Joanna Goslin, et al. v. Tarlani Corp., et al.* and include your name, current address, telephone number, and approximate dates of employment for Tarlani and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at _____ in Department 15 of the Los Angeles Superior Court, located at 312 N Spring Street, Los Angeles, California 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel,

Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://lacc.lacourt.org/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Tarlani and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to _____'s website at _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access>) and entering the Case Number for the Action, **Case No. 24STCV11142**. You can also make an appointment to personally review court documents in the Clerk's Office by calling (213) 310-7000.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Roman Shkodnik
Emma Geesaman
D.LAW, INC.
250 N Madison Ave., 2nd Floor
Pasadena, CA 91203
(818) 962-6465

Carly Nese
LAW OFFICE OF CARLY NESE
100 Wilshire Blvd., Suite 700
Santa Monica, CA 90401
(310) 496-5827

Louis Benowits
BENOWITZ LAW CORPORATION
8605 Santa Monica Boulevard, PMB 79183
West Hollywood, California 90069
(818) 839-9610

Settlement Administrator:

Name of Company: Apex Class Action Administration

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT 2



Sender's direct number & email:
(818) 839-9610, Louis@BenowitzLaw.com

May 2, 2024

SENT VIA CERTIFIED U.S. MAIL/ONLINE SUBMISSION

Tarlani Corp.
c/o Arthur Tarlanian
2347 Honolulu Avenue
Montrose, CA 91020

RE: *Joanna Goslin / Tarlani Corp.*

To Whom It May Concern:

Pursuant to the Labor Code Private Attorneys General Act of 2004 (Labor Code § 2698 *et seq.*), Joanna Goslin ("Goslin") provides notice on behalf of herself and all other persons currently or formerly employed by Tarlani Corp. ("Tarlani") in California in piece-rate or otherwise non-exempt positions during the applicable statutory limitations period (the "Aggrieved Employees"). As set forth herein, Tarlani violated the rights of Goslin and the Aggrieved Employees under Labor Code §§ 201, 202, 203, 204, 226(a), 226.2, 226.7, 510, 512, 1174, 1194, 1197, 1198, and 2802.

Goslin is a former non-exempt employee of Tarlani. She worked for Tarlani as a piece-rate field nurse from around March 28, 2022 until on or around March 20, 2024. At all relevant times, Tarlani Corp., Margarita Talanian, and Arthur Talanian have been "persons" within the meaning of Labor Code § 18. At all relevant times, Tarlani Corp. has been an employer of Goslin and the Aggrieved Employees within the meaning of Section 2(G) of Industrial Welfare Commission Order No. 15-2001 (the "Wage Order") and in that it has exercised control over the wages, hours, and/or working conditions of Goslin and the Aggrieved Employees and caused the alleged violations of the Labor Code and the Wage Order set forth herein to be committed. At all relevant times, Margarita Tarlanian has been the Chief Executive Officer and Arthur Talanian has been the Chief Financial Officer and Secretary of Tarlani, making them owners, officers, directors, or managing agents of Tarlani Corp. within the meaning of Labor Code §§ 558 and 558.1. At all relevant times, Goslin and the Aggrieved Employees have been "employees" of Tarlani within the meaning of Section 2(F) of the Wage Order and "aggrieved employees" within the meaning of Labor Code § 2699(c).

Failures to Provide Meal and Rest Periods

Under Labor Code § 1198, "The employment of any employee for longer hours than those fixed by the [Wage Order] or under conditions of labor prohibited by the [Wage Order] is unlawful."

Under Section 12 of the Wage Order, an employer must authorize and permit net rest periods of at least ten minutes for each four-hour work period, or major fraction thereof, except for employees whose shifts do not exceed 3.5 hours. Said rest periods must be paid and must be counted as hours worked. Said rest periods also have to be completely duty-free. To comply with these requirements, employers must authorize and permit paid rest periods as follows based on shift length: (1) 3.50 to 6.00 hours – one rest period; (2) 6.01 to 10.00 hours – two rest periods; (3) 10.01 to 14.00 hours – three rest periods; and (4) 14.01 hours to 18.00 hours – four rest periods. In addition, an employee may not waive a rest period unless

the employer has already authorized the rest period. Further, the employer must make good faith efforts to provide each rest period in the middle of each four-hour work period insofar as is practicable.

In addition, Labor Code § 226.2(a)(1) requires an employer to compensate non-exempt employees who are paid on a piece-rate basis to be paid for rest period time separate from any piece rate compensation and § 226.2(a)(2)(3)(A) provides that time must be paid as follows:

(3)(A) Employees shall be compensated for rest and recovery periods at a regular hourly rate that is no less than the higher of:

(i) An average hourly rate determined by dividing the total compensation for the workweek, exclusive of compensation for rest and recovery periods and any premium compensation for overtime, by the total hours worked during the workweek, exclusive of rest and recovery periods.

(ii) The applicable minimum wage.

Under Labor Code § 512 and Section 11 of the Wage Order, an employer has a duty to provide its non-exempt employees with first meal periods of no less than thirty minutes after no more than five hours of work when they work shifts of at least five hours, and to provide its non-exempt employees with second meal periods of no less than thirty minutes after no more than ten hours of work when they work shifts of more than ten hours. In the absence of a valid on-duty meal period agreement, or a valid waiver, this duty requires an employer to affirmatively authorize said meal periods, completely relieve its employees of duty, allow them to come and go as they please, and to relinquish control over their activities. In addition, an employee may not waive a meal period unless the employer has already authorized the meal period. Further, Section 7 of the Wage Order requires the employer to keep accurate records of meal period start and stop times.

Under Labor Code § 226.7, and Section 12 of the Wage Order, an employer cannot require an employee to work during a meal or rest period mandated under the Wage Order and must pay premium wages on each workday when the meal or rest period is not provided.

At all relevant times, Tarlani violated the rights of Goslin and the Aggrieved Employees under requirements by, among other things: (1) not authorizing them to take paid rest periods by virtue of paying them under a piece-rate pay plan without a rest period compensation component; (2) not paying them for rest period time separately from their piece-rate compensation; (3) not structuring the work performed in a manner that consistently allows for timely and duty-free meal and rest periods; (4) not providing reasonable opportunities to take duty-free meal and rest periods; (5) not maintaining legally required records of meal period start and stop times; and (6) not paying premium wages when a required meal or rest period is not provided. As a result of these policies and practices, Goslin and the Aggrieved Employees routinely worked without required meal and/or rest periods and were denied premium wages in lieu thereof.

Failures to Pay Minimum & Overtime Wages

Under Labor Code § 1194, any purported agreement to pay an employee less than the overtime wages required by law is unlawful and invalid.

Labor Code § 1197 states,

The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful. This section does not change the applicability of local minimum wage laws to any entity.

Under Labor Code § 1198, “The employment of any employee for longer hours than those fixed by the [Wage Order] or under conditions of labor prohibited by the [Wage Order] is unlawful.”

Labor Code § 226.2(a)(1) requires an employer to pay a piece-rate employee for all non-productive time separate from any piece-rate compensation, which is defined as, “time under the employer's control, exclusive of rest and recovery periods, that is not directly related to the activity being compensated on a piece-rate basis.”

Labor Code § 226.2(a)(4) provides, “Employees shall be compensated for other nonproductive time at an hourly rate that is no less than the applicable minimum wage.”

Under Labor Code § 226.2(a)(5), “The amount of other nonproductive time may be determined either through actual records or the employer's reasonable estimates, whether for a group of employees or for a particular employee, of other nonproductive time worked during the pay period.”

Labor Code § 226.7(a)(7) provides, “An employer who, in addition to paying any piece-rate compensation, pays an hourly rate of at least the applicable minimum wage for all hours worked, shall be deemed in compliance with paragraph (4).”

In relevant part, Labor Code § 510(a) states,

Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

These same requirements are set forth in Section 3 of the Wage Order.

In conjunction, these provisions of the Labor Code and the Wage Order require employers to pay their non-exempt employees no less than minimum, overtime, or agreed wage rates for each hour worked, and, unlike federal law, prohibit the use of an averaging method to determine whether these obligations have been met. (See *Armenta v. Osmose, Inc.* (2005) 135 Cal.App.4th 314, 321-324.) This standard applies to all time that the employee is either subject to the control of the employer and/or suffered or permitted to work.

The regular rate of pay must include all applicable remuneration, including commissions and non-discretionary bonuses. In addition, where an employer provides cash in lieu of healthcare benefits, the amount paid in cash must be included in the regular rate of pay for overtime purposes. (*Flores v. City of San Gabriel* (9th Cir. 2016) 824 F. 3d 890, 897-903.)

At all relevant times, Tarlani paid Goslin and Aggrieved Employees based on a piece-rate which only compensated them per patient visit, and which did not compensate them for other required work activities such as scheduling, paperwork, and travel time. That pay plan did also not provide for a separate hourly wage of at least the minimum wage for all hours worked. In addition, Tarlani did not maintain records of the hours worked by Goslin and the Aggrieved Employees, instead paying them solely based on patient visits without recording their work period start and stop times. Tarlani also made no estimates of this time as required under the above-stated provisions. This defective pay plan resulted in Goslin and Aggrieved Employees not being paid at least the minimum wage for all time worked in accordance with the above-referenced Labor Code sections and to be denied overtime wages to the extent they worked overtime hours.

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Failures to Provide Accurate Wage Statements and Maintain Required Records

Labor Code § 226(a) states in pertinent part,

An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee and, beginning July 1, 2013, if the employer is a temporary services employer as defined in Section 201.3, the rate of pay and the total hours worked for each temporary services assignment.

Labor Code § 226.2(a)(2) states,

(2) The itemized statement required by subdivision (a) of Section 226 shall, in addition to the other items specified in that subdivision, separately state the following, to which the provisions of Section 226 shall also be applicable:

(A) The total hours of compensable rest and recovery periods, the rate of compensation, and the gross wages paid for those periods during the pay period.

(B) Except for employers paying compensation for other nonproductive time in accordance with paragraph (7), the total hours of other nonproductive time, as determined under paragraph (5), the rate of compensation, and the gross wages paid for that time during the pay period.

At all relevant times, Tarlani violated the rights of Goslin and the Aggrieved Employees under these requirements by providing them with wage statements with at least the following defects: (1) inaccurate entries for gross and net wages earned as a result of not paying them all earned minimum, overtime, rest period time, and/or premium wages; (2) inaccurate entries for total hours worked by the employee, as a result of not keeping accurate records of time worked by employees and as a result of not separately paying employees for rest periods or other non-productive time; and (3) inaccurate and/or missing entries for the hours worked at each applicable wage rate as a result of not paying them for rest period time and/or other non-productive time and as a result of not maintaining accurate legally required records of their hours worked. The wage statements attached hereto as Exhibits A and B demonstrate these defects.

Failures to Timely Pay Wages

In relevant part, Labor Code § 201(a) states,

If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.

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In relevant part, Labor Code § 202(a) states,

If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous 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.

In relevant part, Labor Code § 203(a) states,

If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

In relevant part, Labor Code § 204 states,

(a) All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. However, salaries of executive, administrative, and professional employees of employers covered by the Fair Labor Standards Act, as set forth pursuant to Section 13(a)(1) of the Fair Labor Standards Act, as amended through March 1, 1969, in Part 541 of Title 29 of the Code of Federal Regulations, as that part now reads or may be amended to read at any time hereafter, may be paid once a month on or before the 26th day of the month during which the labor was performed if the entire month's salaries, including the unearned portion between the date of payment and the last day of the month, are paid at that time.

(b)(1) Notwithstanding any other provision of this section, 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

Tarlani violated the rights of Goslin and the aggrieved employees in at least the following ways under these statutes: (1) by failing to pay earned minimum, overtime, and/or premium wages as set forth herein, Tarlani failed to timely pay them earned wages during employment in violation of Labor Code § 204; (2) by paying them for labor performed between the 1st and 15th days of a calendar month after the 26th day of the month based on a defective twice-monthly payroll cycle (as the pay stubs attached as Exhibit A demonstrate); (3) by paying them for labor performed between the 16th and 26th days of a calendar month after the 10th day of the following month based on a defective twice-monthly payroll cycle (as the pay stubs attached as Exhibit A demonstrate); and (4) by failing to timely pay all earned minimum, overtime, and/or premium wages to separated employees in accordance with the requirements of Labor Code §§ 201-203.

Unreimbursed Expenses

California law, specifically Labor Code § 2802(a) requires an employer to indemnify an employee for all necessary expenditures or losses incurred as a direct consequence of discharging his or her duties or obeying the directions of his or her employer. Here, Goslin and Aggrieved Employees used their personal telephones for Tarlani's work purposes without being indemnified for any portion of said expenses in violation of Labor Code § 2802(a).

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Conclusion

LWDA /Joanna Goslin & Tarlani Corp.

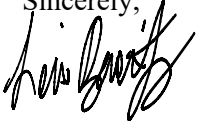
May 2, 2024

Page 6 of 6

As indicated above, this letter constitutes the notice required under Labor Code § 2699.3. Insofar as it is directed toward Tarlani, Margarita Talanian, and Arthur Talanian, please be advised that Goslin intends to seek attorneys' fees and costs, in addition to the maximum civil penalties allowed by the Labor Code, in a civil action should the LWDA decline to investigate this matter.

Please do not hesitate to contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Louis Benowitz", written over the word "Sincerely,".

Louis Benowitz

cc: Labor and Workforce Development Agency (via online submission)
Carly Nese
Joanna Goslin

EXHIBIT A

TARLANI CORP
Paychex PEO I LLC
2351 Honolulu Ave
Monrovia CA 91020

2002-1538
ORG1:1 Field
EE ID: 342 DD

Payroll by Paychex, Inc.

JO GOSLIN
1161 GAINSBOROUGH COURT
BEAUMONT CA 92223

PERSONAL AND CHECK INFORMATION			EARNINGS	BASIS OF DESCRIPTION	HRS/UNITS	RATE	CURRENT (\$)	YTD HRS/UNITS	YTD (\$)
Jo Goslin				PAY					
1161 Gainsborough Court				551LN - L Units				20.0000	990.00
Beaumont, CA 92223			Piece Work	CHAPLAIN Units	13.0000	50.0000	650.00	13.0000	650.00
Employee ID: 342				Total Hours					
Home Department: 1 Field				Total Hrs Worked			650.00		1640.00
Pay Period: 01/09/24 to 01/23/24			WITHHOLDING	DESCRIPTION	FILING STATUS		CURRENT (\$)		YTD (\$)
Check Date: 02/01/24 Check #: 182			GS	Social Security			40.30		101.68
NET PAY ALLOCATIONS				Medicare			9.42		23.78
DESCRIPTION	THIS PERIOD (\$)	YTD (\$)		Fed Income Tax	SMS No		7.15		18.04
Check Amount	0.00	0.00		CA Disability					
Chkg 278	593.13	1496.50		TOTAL			56.87		143.50
NET PAY	593.13	1496.50							
			NET PAY				THIS PERIOD (\$)		YTD (\$)
							593.13		1496.50

Payroll by Paychex, Inc.

0741 2002-1538 Tarlani Corp • Paychex PEO I LLC • (818) 241-4444 • 970 Lake Carillon Drive Suite 400 • Saint Petersburg FL 33716
Tarlani Corp • (818) 241-4444 • 970 Lake Carillon Drive Suite 400 • Saint Petersburg FL 33716

TARLANI CORP
Paychex PEO I LLC
2351 Honolulu Ave
Monroese CA 91020

2002-1538
ORG1:1 Field
EE ID: 342 DD

JO GOSLIN
1161 GAINSBOROUGH COURT
BEAUMONT CA 92223

PERSONAL AND CHECK INFORMATION

Jo Goslin
1161 Gainsborough Court
Beaumont, CA 92223
Employee ID: 342

Home Department: 1 Field

Pay Period: 01/24/24 to 02/08/24
Check Date: 02/15/24 Check #: 192

NET PAY ALLOCATIONS

DESCRIPTION	THIS PERIOD (\$)	YTD (\$)
Check Amount	0.00	0.00
Chkg 278	547.50	2044.00
NET PAY	547.50	2044.00

EARNINGS

BASIS OF PAY	DESCRIPTION	HRS/UNITS	RATE	CURRENT (\$)	YTD HRS/UNITS	YTD (\$)
Shift	551LN - L Units	12.0000	50.0000	600.00	32.0000	1590.00
	CHAPLAIN Units				13.0000	650.00
	Total Hours					
	Total Hrs Worked					
	Gross Earnings			600.00		2240.00

WITHHOLDEN
GS

DESCRIPTION	FILING STATUS	CURRENT (\$)	YTD (\$)
Social Security		37.20	138.88
Medicare		8.70	32.48
Fed Income Tax	SMS No		
CA Disability		6.60	24.64
TOTAL		52.50	196.00

NET PAY

THIS PERIOD (\$)
547.50

YTD (\$)
2044.00

Payroll by Paychex Inc.

0741 2002-1538 Tarlani Corp • Paychex PEO I LLC • (818) 241-4444 • 970 Lake Carillon Drive Suite 400 • Saint Petersburg FL 33716
Tarlani Corp • (818) 241-4444 • 970 Lake Carillon Drive Suite 400 • Saint Petersburg FL 33716

JO GOSLIN
1161 GAINSBOROUGH COURT
BEAUMONT CA 92223

PERSONAL AND CHECK INFORMATION

Jo Goslin
1161 Gainsborough Court
Beaumont, CA 92223
Employee ID: 342

Home Department: 1 Field

Pay Period: 02/09/24 to 02/23/24

Check Date: 03/01/24 Check #: 202

NET PAY ALLOCATIONS

DESCRIPTION	THIS PERIOD (\$)	YTD (\$)
Check Amount	0.00	0.00
Chkg 278	<u>401.50</u>	<u>2445.50</u>
NET PAY	401.50	2445.50

EARNINGS	BASIS OF DESCRIPTION	HRS/UNITS	RATE	CURRENT (\$)	YTD HRS/UNITS	YTD (\$)
	PAY					
Shift	551LN - L Units	2.0000	45.0000	90.00	41.0000	2030.00
Shift	551LN - L Units	7.0000	50.0000	350.00		
	CHAPLAIN Units				13.0000	650.00
	Total Hours					
	Total Hrs Worked					
	Gross Earnings			440.00		2680.00

WITHHOLDING	DESCRIPTION	FILING STATUS	CURRENT (\$)	YTD (\$)
GS	Social Security		27.28	166.16
	Medicare		6.38	38.86
	Fed Income Tax	SMS No		
	CA Disability		4.84	29.48
	TOTAL		<u>38.50</u>	<u>234.50</u>

NET PAY	THIS PERIOD (\$)	YTD (\$)
	401.50	2445.50

TARLANI CORP
Paychex PEO I LLC
2351 Honolulu Ave
Monrovia CA 91020

2002-1538
ORG1:1 Field
EE ID: 342

DD

JO GOSLIN
1161 GAINSBOROUGH COURT
BEAUMONT CA 92223

PERSONAL AND CHECK INFORMATION

Jo Goslin
1161 Gainsborough Court
Beaumont, CA 92223
Employee ID: 342

Home Department: 1 Field

Pay Period: 02/24/24 to 03/08/24

Check Date: 03/18/24 Check #: 215

NET PAY ALLOCATIONS

DESCRIPTION	THIS PERIOD (\$)	YTD (\$)
Check Amount	0.00	0.00
Chkg 278	123.18	2568.68
NET PAY	123.18	2568.68

EARNINGS	BASIS OF PAY	DESCRIPTION	HRS/UNITS	RATE	CURRENT (\$)	YTD HRS/UNITS	YTD (\$)
	Shift	551LN - L Units	3.0000	45.0000	135.00	44.0000	2165.00
		CHAPLAIN Units				13.0000	650.00
		Total Hours					
		Total Hrs Worked					
		Gross Earnings			135.00		2815.00

WITHHOLDEN	DESCRIPTION	FILING STATUS	CURRENT (\$)	YTD (\$)
GS	Social Security		8.37	174.53
	Medicare		1.96	40.82
	CA Disability		1.49	30.97
	TOTAL		11.82	246.32

NET PAY

THIS PERIOD (\$)
123.18

YTD (\$)
2568.68

Payroll by Paychex, Inc.

0741 2002-1538 Tarlani Corp • Paychex PEO I LLC • (818) 241-4444 • 970 Lake Carillon Drive Suite 400 • Saint Petersburg FL 33716
Tarlani Corp • (818) 241-4444 • 970 Lake Carillon Drive Suite 400 • Saint Petersburg FL 33716

EXHIBIT 3



Sender's direct number & email:
(818) 839-9610, Louis@BenowitzLaw.com

September 25, 2024

SENT VIA CERTIFIED U.S. MAIL/ONLINE SUBMISSION

Tarlani Corp.
c/o Arthur Tarlanian
2347 Honolulu Avenue
Montrose, CA 91020

RE: *Elizabeth Hall / Tarlani Corp.*

To Whom It May Concern:

Pursuant to the Labor Code Private Attorneys General Act of 2004 (Labor Code § 2698 *et seq.*), Elizabeth Hall ("Hall") provides notice on behalf of herself and all other persons currently or formerly employed by Tarlani Corp. ("Tarlani") in California in hourly or otherwise non-exempt positions during the applicable statutory limitations period (the "Aggrieved Employees"). As set forth herein, Tarlani violated the rights of Hall and the Aggrieved Employees under Labor Code §§ 204, 226(a), 226.7, 510, 512, 1174, 1194, 1197, 1198, and 2802.

Hall is a current non-exempt employee of Tarlani. She worked for Tarlani as a piece-rate field nurse from the start of her employment in March 2022 until on or around March 2023, when she was changed to a fulltime hourly employee. As of around June 17, 2024, Hall was informed that Tarlani would be switching her pay to be paid on a piece-rate basis. At all relevant times, Tarlani Corp., Margarita Talanian, and Arthur Talanian have been "persons" within the meaning of Labor Code § 18. At all relevant times, Tarlani Corp. has been an employer of Hall and the Aggrieved Employees within the meaning of Section 2(G) of Industrial Welfare Commission Order No. 15-2001 (the "Wage Order") and in that it has exercised control over the wages, hours, and/or working conditions of Hall and the Aggrieved Employees and caused the alleged violations of the Labor Code and the Wage Order set forth herein to be committed. At all relevant times, Margarita Tarlanian has been the Chief Executive Officer and Arthur Talanian has been the Chief Financial Officer and Secretary of Tarlani, making them owners, officers, directors, or managing agents of Tarlani Corp. within the meaning of Labor Code §§ 558 and 558.1. At all relevant times, Hall and the Aggrieved Employees have been "employees" of Tarlani within the meaning of Section 2(F) of the Wage Order and "aggrieved employees" within the meaning of Labor Code § 2699(c).

Failures to Provide Meal and Rest Periods

Under Labor Code § 1198, "The employment of any employee for longer hours than those fixed by the [Wage Order] or under conditions of labor prohibited by the [Wage Order] is unlawful."

Under Section 12 of the Wage Order, an employer must authorize and permit net rest periods of at least ten minutes for each four-hour work period, or major fraction thereof, except for employees whose shifts do not exceed 3.5 hours. Said rest periods must be paid and must be counted as hours worked. Said rest periods also have to be completely duty-free. To comply with these requirements, employers must authorize and permit paid rest periods as follows based on shift length: (1) 3.50 to 6.00 hours – one rest period; (2) 6.01 to 10.00 hours – two rest periods; (3) 10.01 to 14.00 hours – three rest

periods; and (4) 14.01 hours to 18.00 hours – four rest periods. In addition, an employee may not waive a rest period unless the employer has already authorized the rest period. Further, the employer must make good faith efforts to provide each rest period in the middle of each four-hour work period insofar as is practicable.

Under Labor Code § 512 and Section 11 of the Wage Order, an employer has a duty to provide its non-exempt employees with first meal periods of no less than thirty minutes after no more than five hours of work when they work shifts of at least five hours, and to provide its non-exempt employees with second meal periods of no less than thirty minutes after no more than ten hours of work when they work shifts of more than ten hours. In the absence of a valid on-duty meal period agreement, or a valid waiver, this duty requires an employer to affirmatively authorize said meal periods, completely relieve its employees of duty, allow them to come and go as they please, and to relinquish control over their activities. In addition, an employee may not waive a meal period unless the employer has already authorized the meal period. Further, Section 7 of the Wage Order requires the employer to keep accurate records of meal period start and stop times.

Under Labor Code § 226.7, and Section 12 of the Wage Order, an employer cannot require an employee to work during a meal or rest period mandated under the Wage Order and must pay premium wages on each workday when the meal or rest period is not provided.

At all relevant times, Tarlani violated the rights of Hall and the Aggrieved Employees under requirements by, among other things: (1) not structuring the work performed in a manner that consistently allows for timely and duty-free meal and rest periods; (2) not providing reasonable opportunities to take timely and duty-free meal and rest periods; (3) not maintaining legally required records of meal period start and stop times; and (4) not paying premium wages when a compliant meal or rest period is not provided. As a result of these policies and practices, Hall and the Aggrieved Employees routinely worked without required meal and/or rest periods and were denied premium wages in lieu thereof.

Failures to Pay Minimum & Overtime Wages

Under Labor Code § 1194, any purported agreement to pay an employee less than the overtime wages required by law is unlawful and invalid.

Labor Code § 1197 states,

The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful. This section does not change the applicability of local minimum wage laws to any entity.

Under Labor Code § 1198, “The employment of any employee for longer hours than those fixed by the [Wage Order] or under conditions of labor prohibited by the [Wage Order] is unlawful.”

In relevant part, Labor Code § 510(a) states,

Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

These same requirements are set forth in Section 3 of the Wage Order.

In conjunction, these provisions of the Labor Code and the Wage Order require employers to pay their non-exempt employees no less than minimum, overtime, or agreed wage rates for each hour worked, and, unlike federal law, prohibit

the use of an averaging method to determine whether these obligations have been met. (See *Armenta v. Osmose, Inc.* (2005) 135 Cal.App.4th 314, 321-324.) This standard applies to all time that the employee is either subject to the control of the employer and/or suffered or permitted to work.

The regular rate of pay must include all applicable remuneration, including commissions and non-discretionary bonuses. In addition, where an employer provides cash in lieu of healthcare benefits, the amount paid in cash must be included in the regular rate of pay for overtime purposes. (*Flores v. City of San Gabriel* (9th Cir. 2016) 824 F. 3d 890, 897-903.)

At all relevant times, Tarlani paid Hall and Aggrieved Employees a flat stipend for being on call over the weekend. While on call, Hall and Aggrieved Employees have to promptly answer incoming calls for Tarlani business purposes and be available to do so throughout their on-call time. They are not separately paid for this time other than the flat weekend stipend, Tarlani does not maintain records of their working time during these times, and does not pay them overtime wages for any time spent working in this manner. Moreover, to the extent Tarlani pays overtime wages, it does not include the on-call stipend in the regular rate of pay for Hall and Aggrieved Employees, thus causing them to be denied overtime wages on that basis. This defective pay plan resulted in Hall and Aggrieved Employees not being paid at least the minimum wage for all time worked in accordance with the above-referenced Labor Code sections and to be denied overtime wages to the extent they worked overtime hours.

Failures to Provide Accurate Wage Statements and Maintain Required Records

Labor Code § 226(a) states in pertinent part,

An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee and, beginning July 1, 2013, if the employer is a temporary services employer as defined in Section 201.3, the rate of pay and the total hours worked for each temporary services assignment.

At all relevant times, Tarlani violated the rights of Hall and the Aggrieved Employees under these requirements by providing them with wage statements with at least the following defects: (1) inaccurate entries for gross and net wages earned as a result of not paying them all earned minimum, overtime, rest period time, and/or premium wages; (2) inaccurate entries for total hours worked by the employee, as a result of not keeping accurate records of time worked by employees and as a result of not separately paying employees for rest periods or other non-productive time; and (3) inaccurate and/or missing entries for the hours worked at each applicable wage rate as a result of not paying them for rest period time and/or other non-productive time and as a result of not maintaining accurate legally required records of their hours worked. The wage statements attached hereto as Exhibits A and B demonstrate these defects.

Failures to Timely Pay Wages

In relevant part, Labor Code § 204 states,

(a) All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person

in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. However, salaries of executive, administrative, and professional employees of employers covered by the Fair Labor Standards Act, as set forth pursuant to Section 13(a)(1) of the Fair Labor Standards Act, as amended through March 1, 1969, in Part 541 of Title 29 of the Code of Federal Regulations, as that part now reads or may be amended to read at any time hereafter, may be paid once a month on or before the 26th day of the month during which the labor was performed if the entire month's salaries, including the unearned portion between the date of payment and the last day of the month, are paid at that time.

(b)(1) Notwithstanding any other provision of this section, 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

Tarlani violated the rights of Hall and the aggrieved employees in at least the following ways under these statutes: (1) by failing to pay earned minimum, overtime, and/or premium wages as set forth herein, Tarlani failed to timely pay them earned wages during employment in violation of Labor Code § 204; (2) by paying them for labor performed between the 1st and 15th days of a calendar month after the 26th day of the month based on a defective twice-monthly payroll cycle (as the pay stubs attached as Exhibit A demonstrate); (3) by paying them for labor performed between the 16th and 26th days of a calendar month after the 10th day of the following month based on a defective twice-monthly payroll cycle (as the pay stubs attached as Exhibit A demonstrate); and (4) by failing to timely pay all earned minimum, overtime, and/or premium wages to separated employees in accordance with the requirements of Labor Code §§ 201-203.

Unreimbursed Expenses

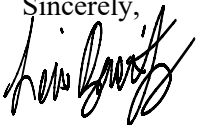
California law, specifically Labor Code § 2802(a) requires an employer to indemnify an employee for all necessary expenditures or losses incurred as a direct consequence of discharging his or her duties or obeying the directions of his or her employer. Here, Hall and Aggrieved Employees used their personal telephones for Tarlani's work purposes, vehicles, and printing supplies without being fully indemnified for said expenses in violation of Labor Code § 2802(a).

Conclusion

As indicated above, this letter constitutes the notice required under Labor Code § 2699.3. Insofar as it is directed toward Tarlani, Margarita Tarlanian, and Arthur Tarlanian, please be advised that Hall intends to seek attorneys' fees and costs, in addition to the maximum civil penalties allowed by the Labor Code, in a civil action should the LWDA decline to investigate this matter.

Please do not hesitate to contact me if you have any questions.

Sincerely,



Louis Benowitz

cc: Labor and Workforce Development Agency (via online submission)
Carly Nese
Elizabeth Hall

EXHIBIT 4

January 28, 2025

VIA ON-LINE SUBMISSION ONLY TO:
(copy by certified mail to all Defendants)

Private Attorneys General Act
Attn. PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Arthur Tarlanian, Agent for Service
Tarlani Corp. dba Tarlani Healthcare
2347 Honolulu Ave.
Montrose, CA 91020
Certified Mail Tracking Number: 9414 8112 0620 6402 9404 63

CT Corporation System, Agent for Service
Paychex PEO I, LLC
330 N. Brand Blvd., Suite 700
Glendale, CA 91203
Certified Mail Tracking Number: 9414 8112 0620 6402 9481 00

Paychex PEO I, LLC
911 Panorama Trail South
Rochester, NY 14625
Certified Mail Tracking Number: 9414 8112 0620 6402 9479 50

Arthur Tarlanian, Agent for Service
Alliance Health Services, Inc.
1421 E Cooley Dr. #4
Colton, CA 92324
Certified Mail Tracking Number: 9414 8112 0620 6402 9470 04

Re: Labor Code § 2698, *et seq.* Penalties – PAGA Notice Letter to the LWDA
Apodaca v. Tarlani Corp. dba Tarlani Healthcare, et al.

LWDA No.

Gentlepersons:

This office represents Plaintiff Miki Apodaca (“Plaintiff”) and other similarly situated aggrieved non-exempt employees (collectively “Aggrieved Employees”) for violations of California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 245 *et seq.*, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.* and 2802; provisions

of the Industrial Welfare Commission (IWC) Wage Order(s); California Business & Professions Code § 17200 *et seq.*

The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et. Seq.* (“the Act”). Plaintiff would like to bring a representative action, pursuant to the Act, on behalf of herself and all other similarly situated Aggrieved Employees, and the State of California, against Defendants, Tarlani Corp. dba Tarlani Healthcare, Paychex PEO I, LLC, Alliance Health Services, Inc., and DOES 1 through 50 inclusive (all defendants being referred to herein collectively as “Defendants”). Additionally, this correspondence will serve to satisfy the notice requirements under the Act.

We also set forth herein the facts and theories and the California Labor Code violations which Defendants engaged in with respect to Plaintiff and all of their Aggrieved Employees in California. This Notice Letter, address in detail numerous violations that subject Defendants to civil and statutory penalties under the Act.

Relevant Facts

Aggrieved Employees were employed by Defendants as non-exempt employees within the state of California within the statutory time period who suffer or suffered from the same wage and hour violations outlined below. Defendants had a common policy and/or practice of failing to pay Aggrieved Employees minimum wages for all hours worked.

Additionally, Aggrieved Employees were not paid for the time that they worked “pre-shift” without compensation by: (1) donning protective gear, including disposable gloves before starting appointments for patients; (2) checking their vehicles and driving to patients’ residences; (3) checking emails and other messages; and (4) filling out “Weekly Visit Route Sheets” and other patient paperwork. Additionally, Aggrieved Employees performed work off-the-clock “post-shift” by: (1) charting; (2) uploading photos; (3) checking emails; and (4) completing trainings. Moreover, Plaintiff and Aggrieved Employees were not compensated for the time spent answering work related phone calls and text messages while off-the-clock or for the time spent driving between patients’ residences to complete their appointments. Lastly, Plaintiff and Aggrieved Employees were only permitted to list on their time sheets 45 minutes for each patient seen. Thus, Aggrieved Employees were required to work hours, under the control of Defendants, without wages.

Because of the foregoing understatement of hours worked, Defendants also failed to pay Plaintiff and Aggrieved Employees proper overtime wages. Plaintiff and Aggrieved Employees consistently worked in excess of eight (8) hours a day, and/or forty (40) hours a week. However, Plaintiff and Aggrieved Employees were not paid overtime wages for hours worked in excess of 8 hours a day. Moreover, the uncompensated time, discussed above, was worked by Aggrieved Employees in excess of 8 hours a day and/or 40 hours a week, further entitling Aggrieved Employees overtime wages which they were consistently denied, all in violation of Labor Code and applicable Wage Orders.

Defendants had a common policy and/or practice of denying Plaintiff and Aggrieved Employees proper meal periods. Specifically, Plaintiff and Aggrieved Employees were required to work through their meal periods in violation of Labor Code and applicable Wage Orders. Similarly, Plaintiff and Aggrieved Employees were required to work in excess of ten (10) hours a day, without ever receiving a second compliant meal period, all in violation of Labor Code and applicable Wage Orders.

Defendants have consistently failed to provide Plaintiff and Aggrieved Employees with paid rest breaks of not less than 10 minutes for every work period of 4 or more consecutive hours, as required by Labor Code. What rest breaks were provided were on-duty as Plaintiff and Aggrieved Employees had too many patient appointments to complete to be able to take off-duty rest breaks.

Defendants had a common policy and practice of failing to reimburse Plaintiff and Aggrieved Employees for necessary business expenditures incurred in execution of their duties under Defendants' employ. Defendants have failed to reimburse Plaintiff and Aggrieved Employees for expenses necessarily incurred in the performance of their job duties for Defendants including: (1) personal cell phone usage; (2) vehicle fuel and mileage; and (3) medical tools and equipment, such as a stethoscope, thermometer, blood pressure cuff, pulse oximeter, surgical scissors, compression wraps, saline, bandages, etc. which were necessary to perform their duties under Defendants' employ and used throughout the course of Plaintiff and Aggrieved Employees' employment with Defendants.

Defendants failed to permit Plaintiff and Aggrieved Employees to use all their accrued sick pay in violation of Labor Code § 246(c). Plaintiff and Aggrieved Employees were employed by Defendant for longer than 90 days; however, they were not permitted to take a sick day or otherwise request to use sick pay even if they had accrued enough sick pay for to cover that time.

Defendants consistently failed to issue accurate itemized wage statements as required by Labor Code § 226(a). Specifically, the wage statements given to Aggrieved Employees failed to accurately account for unpaid wages, overtime, and premium pay for deficiently provided meal and rest periods, discussed above. Therefore, the wage statements given to Aggrieved Employees, by Defendants, did not include: the total hours worked in violation of Labor Code § 226(a)(2) and failed to accurately set forth all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each such rate in violation of Labor Code § 226(a)(9). The wage statements provided to Aggrieved Employees were confusing and required Aggrieved Employees to refer to outside sources to verify whether their pay was correct and potentially resulting in a miscalculation by the Aggrieved Employees.

Moreover, Defendants failed to pay Plaintiff and Aggrieved Employees all wages owed at the time of their termination or within seventy-two (72) hours of their resignation as required by Labor Code §§ 201-203. Defendants also consistently failed to pay Aggrieved Employees all wages due on a semi-monthly basis in violation of Labor Code § 204.

PAGA Claim Details, Legal Bases for Violations and Penalties:

As addressed above, Plaintiff and the Aggrieved Employees complain of the following violations committed by Defendants:

Failure to Pay Minimum Wages

Defendants violated the law by failing to pay Aggrieved Employees minimum wages for all hours worked. California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage” states, “[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.” The applicable minimum wages fixed by the commission for work during the relevant period is found in the Wage Orders.

In California, employees must be paid at least the then applicable state minimum wage for all hours worked, including under Labor Code § 1197, IWC Wage Order MW-2014, and paragraphs 2(K), 2(S), and 4(A)-4(C) of the applicable IWC Wage Orders. Paragraph 2(H) of the applicable IWC Wage Orders defines “Hours Worked” as “the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.” Additionally, pursuant to Labor Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked. Defendants failed to do so.

California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage” states: “The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.” The minimum wage provisions of California Labor Code are enforceable by private civil action pursuant to Labor Code § 1194(a) which states: “Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees and costs of suit.”

As described in California Labor Code §§ 1185 and 1194.2, any action for wages incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also, California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for all hours worked. All hours must be paid at the statutory or agreed rate, or at the minimum rate in the absence of a contractually agreed upon one. The underpayment of wages to Aggrieved Employees is and has been a direct consequence of Defendants’ unlawful compensation policies and practices, which applied uniformly to the Aggrieved Employees working at locations and work sites throughout California.

Defendants thus failed to pay Employees minimum wages they were owed, including by their consistent policy of failing to pay Employees for all hours worked. Specifically, Aggrieved Employees were not paid for the time that they worked “pre-shift” without compensation by: (1)

donning protective gear, including disposable gloves before starting appointments for patients; (2) checking their vehicles and driving to patients' residences; (3) checking emails and other messages; and (4) filling out "Weekly Visit Route Sheets" and other patient paperwork. Additionally, Aggrieved Employees performed work off-the-clock "post-shift" by: (1) charting; (2) uploading photos; (3) checking emails; and (4) completing trainings. Moreover, Plaintiff and Aggrieved Employees were not compensated for the time spent answering work related phone calls and text messages while off-the-clock or for the time spent driving between patients' residences to complete their appointments. Lastly, Plaintiff and Aggrieved Employees were only permitted to list on their time sheets 45 minutes for each patient seen. Thus, Plaintiff and Aggrieved Employees were required to work hours without wages. Additionally, Defendants did not pay Plaintiff and Aggrieved Employees at the applicable minimum wage for all hours worked. Defendants have the ability to pay minimum wages for all time worked and have willfully refused to pay such wages with the intent to secure for Defendants a discount upon this indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Plaintiff and Aggrieved Employees.

In light of the forgoing, the Aggrieved Employees seek to recover wages and penalties. Aggrieved Employees are entitled to recover the unpaid minimum wages (including double minimum wages), liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant to California Labor Code § 1194(a). Plaintiff and the other Aggrieved Employees further request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of any statutory and civil penalties against Defendants, in a sum as provided by the California Labor Code and/or other applicable statutes, including pursuant to Labor Code § 558, and Wage Order provisions. To the extent minimum wage compensation is determined to be owed to the Aggrieved Employees who have terminated their employment, Defendants' conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under California Labor Code § 203, which penalties are sought herein on behalf of these Aggrieved Employees. Defendants' failure to timely pay all wages owed also violated Labor Code § 204 and resulted in violations of Labor Code § 226 because they resulted in the issuance of inaccurate wage statements. Defendants' conduct as alleged herein was willful, intentional and not in good faith. Further, Plaintiff and other Aggrieved Employees are entitled to seek and recover statutory costs.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Pay Wages and Overtime in Violation of Labor Code § 510

Defendants violated the law by failing to pay Plaintiff and Aggrieved Employees earned wages and overtime. Specifically, Plaintiff and Aggrieved Employees consistently worked in excess of eight (8) hours a day, and/or forty (40) hours a week. However, Plaintiff and Aggrieved Employees were not paid overtime wages for hours worked in excess of 8 hours a day. Moreover, the uncompensated time, discussed above including the time they worked: (1) "pre-shift" by donning protective gear, checking their vehicles and driving to patients' residences,

checking emails and other messages, and filling out “Weekly Visit Route Sheets” and other patient paperwork; (2) “post-shift” by charting, uploading photos, checking emails; and completing trainings; and (3) off-the-clock answering work related phone calls and text messages and driving between patients’ residences to complete appointments caused Plaintiff and Aggrieved Employees to work in excess of 8 hours a day and/or 40 hours a week, further entitling Plaintiff and Aggrieved Employees overtime wages which they were consistently denied, all in violation of Labor Code § 510 and applicable Wage Orders.

Defendants have violated Labor Code § 1194 and Labor Code § 510 (and paragraphs 2(K), 2(S), 3(A) and 4(A)-4(B) of the relevant orders of the Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular hourly rates for hours worked in excess of eight hours in a workday or in excess of forty hours in any workweek or for the first eight hours worked on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve hours in any one day or for hours worked in excess of eight hours on any seventh day of work in a workweek. Defendants had a consistent policy of not paying Employees wages for all hours worked, including by requiring off the clock work as addressed above and by under-reporting actual hours worked. With work shifts generally requiring eight hours or more of work on a given day, this unpaid off the clock work resulted in Aggrieved Employees working past eight hours on a shift or more than forty hours in a week, which required that they be paid at the correct overtime rate of 1.5 times their regular rate.

When considered in combination with the other wage violations addressed above, Aggrieved Employees were not properly compensated, nor were they paid overtime and double time rates for hours worked in excess of eight hours or twelve hours in a given day, and/or forty hours in a given week. Defendants did not make available to Aggrieved Employees a reasonable protocol for correcting time records when Employees worked overtime hours or to fix incorrect time entries or those that Defendants unlawfully under-recorded to the Aggrieved Employee’s detriment. Defendants have also violated these provisions by requiring Plaintiff and other similarly situated Aggrieved Employees to work through meal periods when they were required to be clocked out or to otherwise work off the clock to complete their daily job duties.

In light of the forgoing, Aggrieved Employees seek to recover wages and penalties pursuant to the California Labor Code, including Labor Code §§ 204, 510, 558, 1174, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including paragraphs 2(K), 2(S), 3(A), 4, and 20. Defendants are liable to Employees for the full amount of all their unpaid wages and overtime compensation, with interest, plus their reasonable attorneys’ fees and costs, as well as the assessment of any statutory penalties against Defendants, and each of them, and any additional sums as provided by the Labor Code and/or other statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1).

Meal-Period Liability Under Labor Code §§ 226.7 and 512 and Penalties

Defendants have regularly required Aggrieved Employees to work shifts in excess of five hours without providing them with duty-free meal periods of not less than thirty minutes as required under Labor Code §§ 226.7, 512, and paragraph 11 of the applicable Wage Orders. Specifically, Plaintiff and Aggrieved Employees were required to work through their meal periods, in violation of the Labor Code and applicable Wage Orders.

Defendants also failed to pay Aggrieved Employees “premium pay,” i.e. one hour of wages at each Aggrieved Employee’s effective regular rate of pay, for each meal period that Defendants failed to provide or deficiently provided, including by miscalculating any premium payments they did make. Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their correctly calculated regular rate of compensation for each meal period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2) and 2699.5, and also attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1).

Rest-Break Liability Under Labor Code § 226.7 and Penalties

Defendants have consistently failed to provide Aggrieved Employees with paid and duty-free rest breaks of not less than ten minutes for every work period of four or more consecutive hours, as required under Labor Code § 226.7. Additionally, under *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257, 260 (2016) “[D]uring required rest periods, employers must relieve their employees of all duties and relinquish any control over how employees spend their time.” Defendants did not provide Employees with duty-free rest breaks, and this is directly at odds with *Augustus*, as Defendant failed to relieve employees of all work duties and employer control during rest periods. *Augustus*, 2 Cal.5th at 269.

Defendants also failed to pay Aggrieved Employees premium pay for each day on which requisite rest breaks were not provided or were deficiently provided. Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their correctly calculated regular rate of compensation for each rest period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2), and 2699.5, and also attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Comply with Labor Code §§ 245 *et seq.* and 246

California Labor Code § 245 *et seq.* requires that Defendants provide paid sick time to Aggrieved Employees, including at the amount, terms, and rate of compensation set forth in said law. Specifically, Labor Code § 246(b)(1) states that “[a]n employee shall accrue paid sick days at the rate of not less than one hour per every 30 hours worked” Labor Code § 246(c) goes on to say that “[a]n employee shall be entitled to use accrued paid sick days beginning on the 90th day of employment, after which day the employee may use paid sick days as they are accrued. Defendants failed to permit Plaintiff and Aggrieved Employees to use all their accrued sick pay in violation of Labor Code § 246(c). Plaintiff and Aggrieved Employees were employed by Defendant for longer than 90 days; however, they were not permitted to take a sick day or otherwise request to use sick pay even if they had accrued enough sick pay to cover that time.

As a result of Defendants' conduct, Defendants have violated California Labor Code §§ 245 *et seq.* and 246. Plaintiff and Aggrieved Employees seek to recover penalties pursuant to Labor Code §§ 245 *et seq.* and 246. Plaintiff accordingly seeks this relief available for Defendants' violations of section Labor Code §§ 245 *et seq.* and 246 in connection with Aggrieved Employees and seeking the civil and statutory penalties available and applicable under Labor Code §§ 245 *et seq.*, 246, 1194.2, 1197.1, 1198, 1199, 2699.3(b), and 2699(f)(2), and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Reimburse for Necessary Business Expenditures in Violation of Labor Code § 2802

Defendants have consistently required Plaintiff and Aggrieved Employees to incur necessary business expenses in the execution of their duties under Defendants' employ. Specifically, Defendants have failed to reimburse Plaintiff and Aggrieved Employees for expenses necessarily incurred in the performance of their job duties for Defendants including, (1) personal cell phone usage; (2) vehicle fuel and mileage; and (3) medical tools and equipment, such as a stethoscope, thermometer, blood pressure cuff, pulse oximeter, surgical scissors, compression wraps, saline, bandages, etc. which were necessary to perform their duties under Defendants' employ and which were used throughout the course of Plaintiff and Aggrieved Employees' employment with Defendants in violation of Labor Code § 2802. Defendants systematically and uniformly failed to reimburse those lawful and necessary work-related expenses or losses incurred in direct discharge of their job duties during employment with Defendants and at the direction of the Defendants pursuant to Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9. Defendants are liable for PAGA penalties resulting from their failure to reimburse necessary business expenses incurred by the Aggrieved Employees. Accordingly, Aggrieved Employees are entitled to recover, and hereby seek through this Representative Action, all civil and statutory penalties authorized for violations of California Labor Code §§ 1198 and 2802, and Section 9(B) of the applicable IWC Wage Orders, and Plaintiff seeks all civil and statutory penalties available and applicable under Labor Code §§ 2802 and 2699(f)(2), and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Issue Accurate and Itemized Wage Statements in Violation of Labor Code § 226

California Labor Code § 226(a) requires an employer to furnish each employee with accurate, itemized wage statements in writing. These statements must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the employee's wages; or, if wages are paid by cash or personal check, these statements may be given to the employee separately from the payment of wages; in either case the employer must give the employee these statements twice a month or each time wages are paid. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a), Aggrieved Employees suffered injuries, including among other things confusion over whether they received all wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing them to make mathematical computations to analyze whether the wages paid in fact compensated them correctly for all hours worked.

Defendants failed to provide Aggrieved Employees with accurate itemized wage statements in writing, as required by the Labor Code. Specifically, the wage statements given to Aggrieved Employees, by Defendants, failed to accurately account for wages, overtime, and premium pay for deficiently provided meal and rest periods. As a result, the wage statements given to Aggrieved Employees failed to include: the total hours worked in violation of Labor Code § 226(a)(2) and failed to accurately set forth all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each such rate in violation of Labor Code § 226(a)(9). The wage statements provided to Aggrieved Employees were confusing and required Aggrieved Employees to engage in discovery and refer to outside sources to verify whether their pay was correct and potentially resulting in a miscalculation by the Aggrieved Employees.

In light of these violations, and pursuant to Labor Code §§ 226(a) and 226(e) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, Aggrieved Employees are entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an award of costs and reasonable attorneys' fees.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to provide Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code § 226.3, which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, ..."

Failure to Issue Semimonthly Payments in Violation of Labor Code § 204

In failing to pay Aggrieved Employees wages, overtime, premium pay, etc., and failing to provide them with checks and wage statements, Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as well as the meal periods taken by Aggrieved Employees, as required by Labor Code § 1174 and the applicable IWC wage orders.

Defendants also required Aggrieved Employees to work hours off the clock for which they were not compensated, including during on-duty meal periods. Therefore, when Aggrieved Employees received wage statements and pay checks, they did not compensate all hours worked on a timely basis, resulting in Defendants' systematic failure to pay all wages owed to Aggrieved Employees twice monthly in accordance with the requirements of Labor Code § 204. Additionally, by not providing wage statements as required under section 204, Defendants systematically violated Labor Code § 204 and § 226.

Given the above described off the clock work, Plaintiff was not paid at the correct overtime rate for all hours she worked after eight hours into a shift or over forty in a work week and she was not paid all double time owed either. Defendants' uniformly applied payroll policies and practices thus resulted in further systematic and ongoing violations of the requirements of Labor Code § 204.

In addition, Labor Code § 204(d) requires that the payment of wages for weekly, biweekly, or semimonthly payroll be made not more than seven calendar days following the close of the payroll period. Defendants consistently failed to pay Plaintiff and Aggrieved Employees within seven calendar days following the close of the payroll period. Labor Code § 204(a) states that "[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month shall be paid for between the 1st and 10th day of the following month." Assuming Labor Code § 204(a) is not consistent with and applies instead of Labor Code § 204(d), Defendants are still in violation of Labor Code § 204(a) as they paid Plaintiff and Aggrieved Employees after the 26th day of the month during which labor was performed between the 1st and 15th day and after the 10th day of the following month during which labor was performed between the 16th and last day of the prior month.

In light of the foregoing, Plaintiff and Aggrieved Employees seek to recover wages and penalties, interest, fees and costs pursuant to Labor Code §§ 201.3, 210, 218.5, 558, and 1194. In failing to pay Aggrieved Employees minimum wages and overtime, failing to pay off the clock work, by not failing to pay Employees wages upon termination or timely upon resignation, all discussed above, Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants also failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as required by Labor Code § 1174 and paragraph 7 of the applicable IWC Wage Orders, entitling Aggrieved Employees to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 203, 204, 2926, 2927, and 2699.5 seeking all civil penalties available and applicable under Labor Code §§ 204, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Keep Records In Accordance With Labor Code § 1174

Labor Code § 1174 requires employers to keep records showing payroll data and the hours worked daily by and the wages paid to employees. By failing to pay Aggrieved Employees proper wages, overtime, double time, premium pay, etc., and by not properly recording meal period start and end times, all discussed herein, Defendants failed to maintain proper employment records in accordance with Section 1174. In light of the forgoing, Plaintiff and Aggrieved Employees seek to recover penalties pursuant to Labor Code §§ 1174.5 and 2699, *et seq.* Defendants have also failed to comply with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain time records showing when the employee begins and ends each work period, meal periods, wages earned pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from payment of wages and accurately reporting total hours worked by the Aggrieved Employees, and they are entitled to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to provide Plaintiff and the Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, 1198, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 558, 1174.5, 1199, and 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Order, and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Waiting Time Penalties Pursuant to Labor Code § 203

Some Aggrieved Employees no longer work for Defendants; they either resigned or were terminated from Defendants' employ. Based on the forgoing, Defendants have had a consistent policy of failing to pay all wages earned by and owed to Aggrieved Employees at the time of their termination or within seventy-two hours of their resignation, as required by California under Labor Code § 203. In light of the forgoing, Plaintiff and Aggrieved Employees seek to recover wages and penalties pursuant to Labor Code § 558 and further specifically seek penalties and wages under Labor Code § 203, which provides that an employee's wages shall continue until paid for up to thirty (30) days from the date they were due.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198,

1199, 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Orders, and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Unfair Competition Under Business and Professions Code § 17200, et seq.

Consequently, Defendants' conduct has been and continues to be unfair, unlawful, and harmful to Plaintiff and Aggrieved Employees and the general public in violation of Business & Professions Code § 17200 *et seq.*

Plaintiff's PAGA Claim under Labor Code § 2698 et seq. and Recovery Bases:

After complying with the notice procedures of Labor Code § 2699.3 and the running of the notice period after the filing of the Class Action Complaint, Plaintiff will file an amended Complaint asserting, as a representative action on behalf of the California Attorney General and the other similarly Aggrieved Employees, a PAGA claim for violations of the above addressed underlying claims and seeking penalties as specified by the applicable corresponding provisions.

Plaintiff and the Aggrieved Employees seek penalties under Labor Code §§ 2698 and 2699 for Defendants' violation of Labor Code provisions included under Labor Code § 2699.5, including the penalty provisions, without limitation, based, *inter alia*, on the following California Labor Code sections: §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 245 *et seq.*, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.* and 2802, including as follows:

(a) **Wage Claims:** For failure to provide Plaintiff and the Aggrieved Employees all earned regular pay and minimum wages for regular hours worked and for failure to pay overtime premium wages for overtime hours worked under Labor Code §§ 510, 1194(a), 1197, and 1198, and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1198, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(b) **Meal and Rest Period Claims:** For failure to provide Plaintiff and the Aggrieved Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit them to take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under Labor Code §§ 512, 1198, and 226.7, and Section 11 of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable, including under paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(c) **Inaccurate Wage Statements and Failure to Maintain Records:** For failure to provide Plaintiff and the Aggrieved Employees with wage statements or with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available

and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code §226.3, which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, ...";

(d) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(e) Failure to Provide Paid Sick Days: For Defendants' failure to provide Employees with all their required and earned sick days in violation of Labor Code §§ 245 *et seq.* and 246 the civil and statutory penalties available and applicable under Labor Code §§ 245 *et seq.* and 246, 1194.2, 1197.1, 1198, 1199, 2699.3(b), and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(f) Failure to Reimburse Business Expenses: For Defendants' failure to reimburse the necessary work related expenses incurred under Labor Code §§ 1197, 1197.1, 1198, and 2802, and Sections 2(K), 4, 9, and 20 of the applicable IWC Wage Order(s), seeking civil penalties available and applicable under Labor Code §§ 1197, 1197.1, 1198, 2802, 2699.5, and 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders, and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1); and

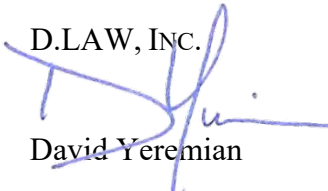
(g) All Alleged Violations of the IWC Wage Orders: For any above addressed violation of the applicable provisions of the IWC Wage Orders constituting violations of Labor Code § 1198 and Labor Code § 2699.5, and seeking penalties available and applicable under Labor Code § 2699(f)(2) and paragraph 20 of the applicable IWC Wage Orders, and attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

We have been constrained to initially move forward with the filing of this letter, alleging the causes of action discussed herein. This letter therefore provides the requisite notice under the Act to the LWDA and Defendants by setting forth the specific provisions of the Labor Code and related provisions Plaintiff alleges have been violated, including the facts and relevant theories alleged against Tarlani Corp. dba Tarlani Healthcare, Paychex PEO I, LLC, Alliance Health Services, Inc. and any other named Defendants and joint employers. To prevent the violations described herein from occurring, and to remedy past violations, Plaintiff respectfully requests that the LWDA conduct an investigation into Defendants' employment practices in accordance with the Act.

Wherefore we request that you advise us, by certified mail within sixty days of the postmark on this letter, whether you intend to proceed with these claims or whether Plaintiff and the Aggrieved Employees should include them in a Labor Code § 2698 *et seq.* claim under the Act in a Complaint.

Regards,

D.LAW, INC.



David Yeremian

Cc: Tarlani Corp. dba Tarlani Healthcare, Paychex PEO I, LLC, & Alliance Health Services, Inc. by Certified Mail

EXHIBIT 5

Raosoft Calculator

Population Size

688

Margin of Error (%)

10

Confidence Level

95%

Response Distribution (%)

50

Results (Forward)

Required Sample Size (infinite population): 97

Adjusted Sample Size (finite population): 85

Multi-Confidence Table

Based on your Margin of Error and Response Distribution.

Confidence Level	Z-score	Sample Size (∞ population)	Sample Size (finite pop)
80%	1.2816	42	39
85%	1.4395	52	49
90%	1.6449	68	62
95%	1.9600	97	85
99%	2.5758	166	134

Determining the right sample size can make or break your research project. Too small, and your findings won't represent your target population. Too large, and you're wasting valuable time and resources. The Raosoft sample size calculator has become the go-to solution for researchers, students, and data analysts who need accurate sample size calculations quickly and efficiently.

Understanding Key Sample Size Concepts

Before diving into the calculator itself, it's essential to grasp the fundamental concepts that drive sample size calculations.

Sample Size

Sample size refers to the number of participants or observations you include in your study. This number directly impacts the reliability and validity of your research findings. A well-calculated sample size ensures your results accurately reflect the characteristics of your entire target population.

The challenge lies in finding the sweet spot large enough to be statistically meaningful, yet practical enough to execute within your constraints of time, budget, and resources.

Margin of Error

The margin of error represents the amount of uncertainty you're willing to accept in your results. Expressed as a percentage, it creates a range around your sample statistic within which the true population parameter likely falls.

For instance, if your survey reveals that 60% of respondents prefer a particular product with a margin of error of $\pm 3\%$, you can be confident that between 57% and 63% of the entire population shares this preference. Common margin of error values range from 1% to 10%, with 5% being widely accepted across many research fields.

Confidence Level

Your confidence level indicates how certain you can be that your sample results fall within the specified margin of error. This statistical measure is expressed as a percentage, with 90%, 95%, and 99% being the most frequently used levels.

A 95% confidence level means that if you repeated your study 100 times with different samples from the same population, approximately 95 of those studies would produce results within your margin of error. Higher confidence levels provide greater certainty but require larger sample sizes.

Population Size

Population size represents the total number of individuals in your target group. Interestingly, for populations exceeding 20,000 people, the actual population size has minimal impact on your required sample size. However, for smaller populations, this factor becomes increasingly important in your calculations.

Response Distribution

split evenly between options. This conservative approach typically yields the largest recommended sample size, making it the safest choice when you're uncertain about response patterns.

How to Use the Raosoft Calculator: A Step-by-Step Guide

Using the Raosoft sample size calculator is straightforward, but understanding each input ensures accurate results.

Step 1: Set Your Margin of Error

Begin by determining your acceptable margin of error. Enter this value as a percentage in the designated field. Remember that lower margins of error require larger sample sizes but provide more precise results.

Step 2: Choose Your Confidence Level

Select your desired confidence level from the dropdown menu. Most academic research uses 95%, while market research often accepts 90%. Critical medical or safety studies may require 99% confidence.

Step 3: Enter Population Size

Input your total population size. If you're studying a very large or unknown population, use 20,000 or higher, as the calculator's recommendations won't change significantly beyond this point.

Step 4: Set Response Distribution

Unless you have specific expectations about response patterns, leave this at 50%. This conservative approach ensures your sample size will be adequate regardless of how responses actually distribute.

Step 5: Calculate and Review Results

Click calculate to receive your recommended sample size. The tool also provides alternative scenarios, showing how different confidence levels or sample sizes would affect your margin of error.

Let's work through a practical example. Suppose you're conducting market research for a new product launch:

- Margin of Error: 4%
- Confidence Level: 95%
- Population Size: 50,000 potential customers
- Response Distribution: 50%

The calculator recommends a sample size of 601 respondents. This means surveying 601 people would give you 95% confidence that your results are within 4% of the true population values.

Interpreting Your Results

Understanding your calculator results goes beyond simply noting the recommended sample size. The tool provides valuable insights that can inform your research strategy.

Minimum Sample Size

The primary result shows the minimum number of participants needed to meet your specified statistical requirements. This represents the threshold for reliable results, assuming you achieve 100% response rate from your selected sample.

Alternative Scenarios

Pay attention to the alternative scenarios section. This feature demonstrates how adjusting your parameters affects sample size requirements. For example, you might discover that accepting a slightly larger margin of error could significantly reduce your sample size needs, making your study more feasible.

Practical Considerations

Remember that the calculated sample size assumes random sampling and 100% response rates. In reality, you'll need to account for non-responses, incomplete surveys, and potential sampling limitations. Many researchers add a 10-20% buffer to their calculated sample size to compensate for these factors.

Real-World Applications of Sample Size Calculations

Understanding how different industries and research contexts apply sample size calculations helps illustrate the tool's versatility.

Market Research

A company developing a new smartphone wants to understand consumer preferences across different age groups. Using the Raosoft calculator, they determine they need 384 respondents for a 95% confidence level with a 5% margin of error. This sample size ensures their product development decisions are

Political Polling

A polling organization preparing for election coverage calculates sample sizes for different demographic segments. For statewide polls, they use 1,068 respondents to achieve 95% confidence with a 3% margin of error. This precision allows them to make accurate predictions while efficiently allocating their surveying resources.

Healthcare Surveys

A hospital system evaluating patient satisfaction across its network of facilities needs reliable feedback data. They calculate a sample size of 322 patients per facility for 95% confidence with a 5% margin of error. This approach ensures each facility's results are statistically meaningful while keeping the survey manageable.

Academic Research

A university researcher studying student learning outcomes in online versus traditional courses needs sufficient sample sizes for both groups. Using the calculator, they determine that 246 students per group will provide 95% confidence with a 6% margin of error, making their comparative analysis statistically robust.

Quality Control

A manufacturing company implements statistical quality control processes for their production line. They use sample size calculations to determine how many products to inspect hourly, ensuring they can detect quality issues with 99% confidence while maintaining efficient production schedules.

The Importance of Sample Size in Research Success

Proper sample size calculation forms the foundation of credible research. Undersized studies may miss important effects or relationships, while oversized studies waste resources that could be better allocated elsewhere.

Statistical Power

Adequate sample sizes ensure your study has sufficient statistical power to detect meaningful differences or relationships. Underpowered studies often produce inconclusive results, potentially requiring costly follow-up research.

Resource Optimization

Calculating optimal sample sizes helps balance statistical rigor with practical constraints. You'll avoid the expense of unnecessarily large samples while ensuring your results meet scientific standards.

Credibility and Publication

demonstrates methodological rigor and statistical competence.

Frequently Asked Questions

What if my population size is infinite or unknown?

When dealing with very large or unknown populations, use a large number such as 1,000,000 in the population size field. For populations larger than 20,000, the sample size doesn't change significantly, so any large number will provide accurate results.

How does changing the confidence level affect the sample size?

Increasing your confidence level requires a larger sample size because you're demanding greater certainty in your results. Moving from 90% to 95% confidence typically increases sample size requirements by about 40%, while jumping to 99% confidence nearly doubles the needed sample size.

Can I use the Raosoft calculator for qualitative research?

The Raosoft calculator is specifically designed for quantitative research involving numerical data and statistical analysis. Qualitative research typically uses different approaches to determine appropriate sample sizes, focusing on data saturation rather than statistical power.

Maximize Your Research Impact

The Raosoft sample size calculator serves as an invaluable tool for researchers across disciplines. By understanding the key concepts, following proper procedures, and interpreting results correctly, you can design studies that produce reliable, actionable insights while making efficient use of your resources.

Remember that sample size calculation is just the beginning of good research design. Consider factors such as sampling methods, survey design, data collection procedures, and analysis plans to ensure your study achieves its objectives.

these principles, and take the first step toward conducting research that makes a meaningful impact in your field.

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EXHIBIT 6



Quotation Request:

Emma Geesaman
D.LAW
e.geesaman@d.law
818.962.6465

Case Name: Madatyan/Goslin v. Tarlani Corp
Date: Monday, February 23, 2026
RFP Number: 20104362

Prepared By:

Sean Hartranft
Apex Class Action LLC
Sean@apexclassaction.com
949.878.3676

Settlement Specifications	
Estimated Class Size:	855
Certified Language Translation:	No
Static Settlement Website	Yes
Percentage of Undeliverable Mail	20%

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Data Analytics and Standardization				
Import and Standardize Data*	Per Hour	\$125.00	2	\$250.00
Data Analyst	Per Hour	\$150.00	3	\$450.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.				
Sub Total:				\$700.00

Mailing of Class Notice				
Form Set Up	Per Hour	\$120.00	1	\$120.00
Print & Mail Class Notice	Per Piece	\$1.00	855	\$855.00
USPS First Class Postage	Per Piece	\$0.74	855	\$632.70
Remail Undeliverable Mail (Skip-Trace)	Per Piece	\$2.25	171	\$384.75
Receive and Process Undeliverable Mail	Per Hour	\$75.00	1	\$75.00
Process Class Member Correspondence via mail, e-mail & fax	Per Hour	\$75.00	3	\$225.00
NCOA Address Update (USPS)	Static Rate	\$272.47	1	\$272.47
Sub Total:				\$2,564.92

Project Management				
Project Management	Per Hour	\$150.00	2	\$300.00
Project Coordinator	Per Hour	\$90.00	2	\$180.00
Data Analyst and Reporting	Per Hour	\$140.00	2	\$280.00
Sub Total:				\$760.00



Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Toll-Free Contact Center, Website & Reporting				
Bilingual Toll-Free Contact Center	Static Rate	\$325.00	1	\$325.00
Settlement Website: Static Apex URL	Static Rate	\$500.00	1	\$500.00
Settlement Status Reports	Static Rate	\$750.00	1	Waived
Sub Total:				\$825.00

Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	\$120.00	3	\$360.00
Account Management and Reconciliation	Per Hour	\$140.00	3	\$420.00
Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	\$1.00	855	\$855.00
USPS First Class Postage	Per Piece	\$0.74	855	\$632.70
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$2.25	86	\$192.38
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	6	\$600.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,250.00	1	\$1,250.00
Unclaimed Funds: State Controller's Unclaimed Property Fund	Static Rate	\$500.00	1	\$500.00
Sub Total:				\$4,810.08

Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	2	\$270.00
Project Management Reconciliation	Per Hour	\$100.00	2	\$200.00
Declarations	Per Hour	\$120.00	3	\$360.00
Sub Total:				\$830.00

WILL NOT EXCEED:			\$10,490.00
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Thank you for your business!



Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. **Services:** Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. **Payment Terms:** As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. **Incurred Expenses:** In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. **Invoicing:** Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In case of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. **Case Duration:** The duration of these Terms and Conditions, except for the data storage obligations, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. **Termination of Services:** Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. **Independent Contractor:** As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. **Apex warrants that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.**

9. **Limitation of Liability:** The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. **Indemnification:** The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. **Confidentiality:** Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of this these terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. **Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.**

13. **Apex may derive financial benefits from financial institutions in connection with the deposit and investment of funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.**

14. **COMPLETE AGREEMENT.** These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. **This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.**

16. **Force Majeure:** In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. **The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.**

18. **Severability:** This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. **Nonwaiver:** This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.

EXHIBIT 7

Madatyan v Tarlani Mediation Analysis File Date: 5/2/2024 Mediation Date: 9/12/2025 Data Date Range: 3/1/2022 - 6/23/2025 Extrapolated to 5/2/2020 - 9/12/2025 (per Counsel) Data Source: Tarlani_000001-019150							
	2022	2023	2024	2025	Total		Extrapolated To Class
Number of Employees Analyzed (in Timekeeping Data)	113	129	117	57	233	34.2%	681
Number of Shifts Analyzed (in Timekeeping Data)	11,699	14,999	14,396	5,321	46,415	99.9%	144,514
Average Number of Hours per Shift	8.1	7.9	8.0	8.0	8.0		8.0
Number of Semi-Monthly Pay Periods Analyzed (in Timekeeping Data)	1,255	1,587	1,488	517	4,847		15,091
Number of Workweeks Analyzed (in Timekeeping Data)	2,538	3,319	3,156	1,146	10,159		31,630
Number of PAGA Pay Periods (in Timekeeping Data)	-	1,130	1,488	517	3,135		10,891
Average Number of Shifts per Workweek	4.6	4.5	4.6	4.6	4.6		4.6
Average Number of Employees per Workweek Analyzed (in Timekeeping Data)	58	64	60	46	58		n/a
Multiplier to Extrapolate Time Data (Counsel Provided 23,394 Workweeks starting 4/24/23)					3.11		n/a
Multiplier to Extrapolate Payroll Data					1.11		n/a
Average Rate of Pay	\$39.54	\$41.61	\$41.08	\$34.97	\$40.49		n/a
Average Regular Rate of Pay	\$39.54	\$41.61	\$41.08	\$34.97	\$40.49		n/a
Number of Shifts Greater than or Equal to 3.5 Hours	11,497	14,878	14,232	5,257	45,864	98.8%	142,799
Number of Shifts Greater than 5 Hours	11,205	14,399	13,851	5,103	44,558	96.0%	138,733
Number of Shifts Greater than 6 Hours	10,785	13,599	13,370	4,918	42,672	91.9%	132,861
Number of Shifts Greater than 8 Hours	6,356	7,651	8,565	3,022	25,594	55.1%	79,688
Number of Shifts Greater than 10 Hours	1,005	662	769	278	2,714	5.8%	8,450
Number of Shifts Greater than 12 Hours	150	66	53	31	300	0.6%	934
Off-the-Clock (OTC) Analysis							
Sum of OTC Hours (Assuming 15 Minutes per Shift)	2,925	3,750	3,599	1,330	11,604		36,129
Rest Break Analysis ¹							
Number of Shifts of at Least 3.5 Hours With at Least One Recorded Rest Break	-	-	4	64	68	0.1%	212
Number of Shifts of at Least 3.5 Hours Without a Recorded 1st Rest Break	11,497	14,878	14,228	5,193	45,796	99.9%	142,587
Number of Shifts Greater than 6 Hours Without a Recorded 2nd Rest Break	10,785	13,599	13,370	4,918	42,672	100%	132,861
Number of Shifts Greater than 10 Hours Without a Recorded 3rd Rest Break	1,005	662	769	278	2,714	100%	8,450
Number of Shifts of at Least 3.5 Hours With a Rest Break Shorter than 10 Minutes	-	-	-	-	-	0%	-
Number of Unique Rest Break Violations	11,497	14,878	14,232	5,257	45,864	100%	142,799
Number of PAGA Pay Periods with at Least One Rest Break Violation	-	1,130	1,488	517	3,135	100%	10,891
Meal Break Analysis ²							
Number of Recorded 1st Meal Breaks for Shifts Greater than 5 Hours	11,012	13,863	13,506	5,000	43,381	97.4%	135,068
Number of 1st Meal Breaks Recorded After the End of the 5th Hour (Shifts Over 5 Hours)	2,521	3,539	3,099	549	9,708		30,226
Percentage of Shifts When 1st Meal Break was Recorded After the End of the 5th Hour	22.9%	25.5%	22.9%	11.0%	22.4%		22.4%
Number of Shifts Between 5 and 6 Hours Without a Recorded 1st Meal Break	101	430	283	83	897		2,793
Percentage of Shifts Between 5 and 6 Hours Without a Recorded 1st Meal Break	24.0%	53.8%	58.8%	44.9%	47.6%		47.6%
Number of Shifts Greater than 6 Hours Without a Recorded 1st Meal Break	92	106	62	20	280		872
Percentage of Shifts Greater than 6 Hours Without a Recorded 1st Meal Break	0.9%	0.8%	0.5%	0.4%	0.7%		0.7%
Number of 1st Meal Breaks Shorter than 30 Minutes (Shifts Over 5 Hours)	2,167	2,731	2,060	218	7,176		22,343
Percentage of Shifts When 1st Meal Break was Shorter than 30 Minutes	19.7%	19.7%	15.3%	4.4%	16.5%		16.5%
Number of 1st Meal Breaks Exactly 30 Minutes (Shifts Over 5 Hours)	2,313	3,455	4,866	2,334	12,968		40,376
Percentage of Shifts When 1st Meal Break was 30 Minutes (Shifts Over 5 Hours)	21.0%	24.9%	36.0%	46.7%	29.9%		29.9%
Number of Recorded 2nd Meal Breaks for Shifts Greater than 10 Hours	6	2	4	15	27	1.0%	84
Number of Shifts Between 10 and 12 Hours Without a Recorded 2nd Meal Break	851	594	713	234	2,392		7,448
Percentage of Shifts Between 10 and 12 Hours Without a Recorded 2nd Meal Break	99.5%	99.7%	99.6%	94.7%	99.1%		99.1%
Number of Shifts Greater than 12 Hours Without a Recorded 2nd Meal Break	148	66	52	29	295		918
Percentage of Shifts Greater than 12 Hours Without a Recorded 2nd Meal Break	98.7%	100.0%	98.1%	93.5%	98.3%		98.3%
Number of Unique Meal Break Violations (38.3% violation rate net of premiums)	4,617	6,139	5,274	1,023	17,053		53,095
Percentage of Unique Meal Break Violations (Shifts Over 5 Hours)	41.2%	42.6%	38.1%	20.0%	38.3%		38.3%
Number of Unique Meal Break Violations with Waivers (33.8% violation rate net of premiums)	3,933	5,227	4,515	746	14,421		44,900
Percentage of Unique Meal Break Violations with Meal Waivers (Shifts Over 6 Hours)	36.5%	38.4%	33.8%	15.2%	33.8%		33.8%
Number of PAGA Pay Periods with a Gross Unique Meal Break Violation	-	910	1,180	312	2,402	76.6%	8,344
Number of PAGA Pay Periods with a Net Unique Meal Violation (Offsetting Premiums)	-	910	1,179	312	2,401	76.6%	8,341
Number of Paid Meal Premium Payments (in Payroll Data)	-	-	6	1	7	0.02%	8

1. Unique rest break violations are defined as shifts with at least one of the following: 1) no recorded rest break for shifts of at least 3.5 hours, 2) one or zero recorded rest breaks for shifts over 6 hours, 3) two or fewer rest breaks for shifts over 10 hours, or 4) a recorded rest break shorter than 10 minutes for shifts of at least 3.5 hours.

2. Unique meal break violations are defined as shifts with at least one of the following: 1) recorded 1st meal break after the end of the 5th hour for shifts over 5 hours, 2) 1st meal break less than 30 minutes for shifts over 5 hours, 3) no 1st meal break for shifts over 5 hours, or 4) no 2nd meal break for shifts over 10 hours.

Madatyan v Tarlani Mediation Analysis						
						Extrapolated
	2022	2023	2024	2025	Total	To Class
Unpaid Off-the-Clock (OTC)						
Unpaid Wages due to OTC (Assuming 15 Minutes per Shift 78.8% OT)	\$ 161,206	\$ 217,494	\$ 206,103	\$ 64,854	\$ 649,658	\$ 2,022,730
Interest due to OTC	\$ 51,586	\$ 47,849	\$ 24,704	\$ 2,257	\$ 126,395	\$ 393,536
Total Amount for OTC	\$ 212,792	\$ 265,343	\$ 230,807	\$ 67,111	\$ 776,054	\$ 2,416,266
Unpaid Overtime Wages and Sick Pay (Regular Rate of Pay)						
Unpaid Overtime Wages (Regular Rate of Pay)	\$ 192	\$ 67	\$ -	\$ -	\$ 260	\$ 289
Interest due for Unpaid Overtime Wages	\$ 62	\$ 15	\$ -	\$ -	\$ 76	\$ 85
Total Amount for Unpaid Overtime Wages	\$ 254	\$ 82	\$ -	\$ -	\$ 336	\$ 373
Unpaid Sick Pay (Regular Rate of Pay)	\$ 3,462	\$ 7,337	\$ 2,603	\$ 1,831	\$ 15,233	\$ 16,920
Interest due to Unpaid Sick Pay	\$ 1,108	\$ 1,614	\$ 312	\$ 64	\$ 3,098	\$ 3,441
Total Amount for Unpaid Sick Pay	\$ 4,570	\$ 8,951	\$ 2,915	\$ 1,895	\$ 18,331	\$ 20,361
Rest Break Premiums						
Premiums due to Unique Rest Break Violations	\$ 454,585	\$ 619,052	\$ 584,663	\$ 183,857	\$ 1,842,158	\$ 5,735,613
Interest due to Unique Rest Break Violations	\$ 101,827	\$ 95,334	\$ 49,056	\$ 4,478	\$ 250,695	\$ 780,546
Total Amount for Unique Rest Break Violations	\$ 556,412	\$ 714,386	\$ 633,719	\$ 188,335	\$ 2,092,853	\$ 6,516,159
Meal Break Premiums						
Premiums due to Late First Meal Breaks (after 5th hour)	\$ 99,679	\$ 147,253	\$ 127,310	\$ 19,201	\$ 393,442	\$ 1,224,993
Premiums due to Missed First Meal Breaks (shifts over 5 hours)	\$ 7,631	\$ 22,302	\$ 14,173	\$ 3,602	\$ 47,709	\$ 148,542
Premiums due to Missed First Meal Breaks (shifts over 6 hours)	\$ 3,638	\$ 4,411	\$ 2,547	\$ 699	\$ 11,295	\$ 35,166
Premiums due to Short First Meal Breaks (less than 30 minutes)	\$ 85,682	\$ 113,633	\$ 84,627	\$ 7,624	\$ 291,566	\$ 907,799
Premiums due to Missed Second Meal Breaks (shifts over 10 hours)	\$ 39,500	\$ 27,462	\$ 31,427	\$ 9,198	\$ 107,587	\$ 334,974
Premiums due to Missed Second Meal Breaks (shifts over 12 hours)	\$ 5,852	\$ 2,746	\$ 2,136	\$ 1,014	\$ 11,748	\$ 36,579
Premiums due to Unique Meal Break Violations	\$ 182,554	\$ 255,435	\$ 216,661	\$ 35,778	\$ 690,428	\$ 2,149,666
Total Amount of Meal Premium Payments	\$ -	\$ -	\$ 359	\$ 21	\$ 380	\$ 434
Net Meal Break Premiums due Offsetting Meal Premiums Paid	\$ 182,554	\$ 255,435	\$ 216,302	\$ 35,757	\$ 690,048	\$ 2,149,233
Interest due to Unique Meal Break Violations	\$ 40,892	\$ 39,337	\$ 18,149	\$ 871	\$ 99,249	\$ 309,013
Total Amount for Unique Meal Break Violations	\$ 223,446	\$ 294,772	\$ 234,451	\$ 36,628	\$ 789,297	\$ 2,458,246
Unreimbursed Business Expenses						
Unreimbursed Business Expenses (Assuming \$50 per Pay Period)	\$ 62,750	\$ 79,350	\$ 74,400	\$ 25,850	\$ 242,350	\$ 754,550
Interest due to Unreimbursed Business Expenses	\$ 20,080	\$ 17,457	\$ 8,918	\$ 899	\$ 47,354	\$ 147,436
Total Amount for Unreimbursed Business Expenses	\$ 82,830	\$ 96,807	\$ 83,318	\$ 26,749	\$ 289,704	\$ 901,986
Penalties ³						
Waiting Time Penalty						
Waiting Time Penalty (417 terminated employees beginning 5/2/21)	\$4,053,434					
Wage Statement Penalty						
Number of Pay Periods in Wage Statement Period	10,891					
Wage Statement Penalty (577 employees from 5/2/23 to 9/12/25)	\$1,060,250					\$50/\$100
PAGA Penalties						
Number of PAGA Pay Periods	10,891					
Number of PAGA Pay Periods - Net Meal Breaks	8,341					76.6%
PAGA for Waiting Time (408 former employees in PAGA Period)	\$40,800					\$100/\$0
PAGA for Unpaid Wages (577 employees and all pay periods)	\$1,089,100					\$100/\$100
PAGA for Meal Breaks (542 employees from 5/2/23 to 9/12/25)	\$834,100					\$100/\$100
PAGA for Rest Breaks (577 employees and all pay periods)	\$1,089,100					\$100/\$100
PAGA for Wage Statements (577 employees and all pay periods)	\$1,089,100					\$100/\$100
PAGA for Reimbursements (577 employees and all pay periods)	\$1,089,100					\$100/\$100
TOTAL EXPOSURE						
Total Damages	\$10,679,334					
Total Interest	\$1,634,057					
Waiting Time and Wage Statement Penalties	\$5,113,684					
Total PAGA Penalties	\$5,231,300					
Total Damages Including Interest and Penalties	\$22,658,375					

3. Waiting Time Penalty assumes 30 days per employee at 8 hours per day and Wage Statement Penalty is \$50/\$100 with a \$4,000 employee maximum.

Madatyan v Tarlani Mediation Analysis - Detailed Meal

Number of First Meal Breaks Less than 30 Minutes in Length	7,176	16.5%
Number of First Meal Breaks Exactly 30 Minutes in Length	12,968	29.9%
Number of First Meal Breaks Greater than 30 Minutes in Length	23,237	53.6%

Short 1st Meals	
Meal Length	Number of Instances
29 Minutes	2,944
28 Minutes	1,644
27 Minutes	1,214
26 Minutes	520
25 Minutes	278
20-24 Minutes	473
10-19 Minutes	100
Under 10 Minutes	3
TOTAL	7,176

41.0%
22.9%
16.9%
7.2%
3.9%
6.6%
1.4%
0.04%

Late 1st Meals	
Number of Minutes after 5 Hours	Number of Instances
1-2 Minutes	1,297
3-5 Minutes	1,732
6-10 Minutes	1,951
11-15 Minutes	1,139
16-30 Minutes	1,741
31-60 Minutes	1,244
61-90 Minutes	437
91+ Minutes	167
TOTAL	9,708

13.4%
17.8%
20.1%
11.7%
17.9%
12.8%
4.5%
1.7%

Shifts with No Meals	
Number of Minutes after 5 Hours	Number of Instances
1-5 Minutes	280
6-10 Minutes	122
11-15 Minutes	67
16-30 Minutes	166
31-60 Minutes	262
61-90 Minutes	111
91-120 Minutes	26
121+ Minutes	143
TOTAL	1,177

23.8%
10.4%
5.7%
14.1%
22.3%
9.4%
2.2%
12.1%

Shifts with No 2nd Meal	
Number of Minutes after 10 Hours	Number of Instances
1-5 Minutes	245
6-10 Minutes	188
11-15 Minutes	183
16-30 Minutes	467
31-60 Minutes	672
61-90 Minutes	401
91-120 Minutes	236
121+ Minutes	295
TOTAL	2,687

9.1%
7.0%
6.8%
17.4%
25.0%
14.9%
8.8%
11.0%

Madatyan v Tarlani Mediation Analysis - Payroll

File Date: 5/2/2024 | Mediation Date: 9/12/2025 | Date Range: 6/30/2022 - 6/23/2025

Data Source: Tarlani_000001-019150

	2022	2023	2024	2025	Total		Extrapolated To Class
Number of Employees Analyzed (in Payroll Data)	326	433	362	182	658		681
Number of Pay Periods Analyzed (in Payroll Data)	2,461	5,049	4,766	1,310	13,586		15,091
Number of Regular Hours Analyzed	115,436	242,297	229,580	54,154	641,468		712,527
Number of Overtime (OT) Hours Analyzed	3,758	6,235	6,894	2,511	19,397		21,546
Number of Double Time (DT) Hours Analyzed	160	41	29	14	244		271
Weighted Average Reported Base Rate	\$ 39.54	\$ 41.61	\$ 41.08	\$ 34.97	\$ 40.49		n/a
Weighted Average Reported Regular Rate of Pay	\$ 39.54	\$ 41.61	\$ 41.08	\$ 34.97	\$ 40.49		n/a
Total Amount of Additional Compensation (222 payments) ⁴	\$ 23,588	\$ 26,910	\$ 14,830	\$ 505	\$ 65,833		\$ 73,125

Pay Period Overtime Calculated at Base Rate + 0.5x Regular Rate of Pay

Number of Employees with OT and Additional Comp	4	5	-	-	7	1.1%	7
Number of Pay Periods with OT and Additional Comp	17	10	-	-	27	0.2%	30
Total Estimated Underpayment	\$ 192	\$ 67	\$ -	\$ -	\$ 260		\$ 289

Sick Pay Analysis (Regular Rate)

Number of Employees with Sick Pay and Adtl Comp/Wtd Avg	12	19	13	4	42	6.4%	43
Number of Pay Periods with Sick Pay and Adtl Comp/Wtd Avg	16	29	18	4	67	0.5%	74
Number of Sick Hours During Pay Periods with Adtl Comp/Wtd Avg	344	356	251	62	1,013	13.4%	1,125
Total Estimated Underpayment (Including Weighted Average)	\$ 3,462	\$ 7,337	\$ 2,603	\$ 1,831	\$ 15,233		\$ 16,920

4. Additional pay period compensation includes: BONUS (192), COMMISSIONS (27), REFERRAL BONUS (3). It was assumed that this compensation was non-discretionary and did not account for additional overtime in the calculation and payment of said compensation.

EXHIBIT 8

RESERVED

EXHIBIT 9

**DECLARATION OF JOANNA GOSLIN IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

I, JOANNA GOSLIN, and state as follows:

1. I am a resident of the City of Los Angeles, in the State of CA and am over 18 years of age. I am the plaintiff in this action and am represented by Louis M. Benowitz of Benowitz Law Corporation and Carly Nese of Law Office of Carly Nese in this action. Except as otherwise stated, I have personal knowledge of all matters set forth in this declaration and could and would competently testify thereto if called upon to do so as a witness.

2. I am the named Plaintiff in this Action and a Class Representative. I understand that, as Class Representative, I have certain duties and responsibilities to the Class Members and believe that I have fairly represented the interests of all Class Members during the entire course of this case.

3. My counsel provided me with information regarding class actions, how they work, and what my duties would be as a Class Representative. I agreed to serve as a Class Representative so that I could seek to recover wages and penalties on behalf of myself and other employees like me.

4. I understand that the Settlement in this case is subject to this Court's approval to ensure that it is in the best interest of the Class as a whole. I have no conflicts with the Class.

5. I understand that my attorneys are submitting an application to this Court for a Class Representative Service Payment in recognition of my unique contributions to the success of this action as a Class Representative in the amount of \$5,000.00. I believe this amount is fair and reasonable compensation for my efforts in this case and the risks I have taken in pursuing a fair recovery for the Class Members. I estimate that I have spent approximately 25-30 hours of my time working on my case.

6. I have provided Defendants with a general release of any and all claims, known or unknown, I may have against Defendants. By agreeing to settle the case in the best interest of the

1 Class Members, I have given up the right to pursue my individual claims for unpaid wages and
2 penalties and to recover substantially more for unpaid wages, interest, waiting time penalties, and
3 pay stub penalties. By pursuing the claims of all Class Members, I have also rendered my own
4 individual payment uncertain and delayed its payment by several months (at the least).

5 7. As a Class Representative, I assumed a fiduciary role to the Class. I agreed to (1)
6 consider the interests of the Class just as I would consider my own interests and, in some cases, to
7 put the interests of the Class before my own interests; (2) actively participate in the lawsuit, as
8 necessary, by among other things, producing documents to Defendants and giving depositions
9 and trial testimony if requested; (3) travel to give such testimony; (4) recognize and accept that
10 any resolution of the lawsuit by dismissal or settlement, is subject to court approval, and must be
11 designed in the best interest of the Class as a whole; (5) follow the progress of the lawsuit and
12 provide all relevant facts to my attorneys; (6) champion many other people with similar claims
13 and injuries because of the importance of the case and the necessity that all Class Members
14 benefit from the lawsuit; and (7) fight for a resolution in which the individual recoveries to each
15 Class Member, including me, maybe relatively small. I agreed to shoulder all of these
16 responsibilities in exchange for a proportionate share of funds made available for distribution to
17 the Class Members. I had no guarantee of a Class Representative Service Payment.

18 8. I have spent a significant amount of my time in connection with this case to date.
19 The activities I have performed have included, but have not been limited to: obtaining legal
20 counsel, speaking with my legal counsel on numerous occasions, over the phone, informing them
21 of the terms and conditions of my coworkers' employment, assisting them in gathering
22 information, identifying the claims brought in this case, gathering contact information for my
23 former coworkers, gathering documents from my employment with Defendants, and being
24 actively involved in the settlement process to ensure a fair result for the Class as a whole. I also
25 participated in a full day of mediation and spent time carefully reviewing the Settlement, and
26 other case related documents on my own and with my counsel to make sure that the Settlement
27
28

1 and other work my attorneys performed are in the best interest of the Class Members. Since the
2 Court granted the preliminary approval of the Settlement, I have regularly contacted my counsel
3 to follow the progress of the case.

4 9. Further, my counsel has advised me of the possibility that, if the case was lost, I
5 could have been ordered to pay Defendants' costs and even attorneys' fees in this case, which
6 could have been thousands of dollars by the end.

7 10. Because I filed this lawsuit, there is a public record at the Court showing that I
8 brought a class action for unpaid wages against my former employer. The Class Representative
9 Service Payment to me of \$5,000.00 is not equal to the harm to my future career prospects that
10 this case may cause me.

11 11. Based on the time, risk, stigma, loss of benefits and income and great outcome of
12 this case, I believe that the requested Class Representative Service Payment for me is fair and
13 reasonable. As such, I respectfully request that the Court award the requested Class
14 Representative Service Payment of \$5,000.00.

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

18
19 Executed on April 16, 2026, in Los Angeles, CA.

20
21 

22 _____
23 JOANNA GOSLIN,
24 Declarant
25
26
27
28

Title	26.04.15 Joanna Goslin Declaration ISO Prelim...
File name	26.04.15%20Joanna...Approval.docx.pdf
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IP: 47.145.162.211



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04 / 16 / 2026

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The document has been completed.

EXHIBIT 10

**DECLARATION OF ELIZABETH HALL IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

I, ELIZABETH HALL, and state as follows:

1. I am a resident of the Temecula, in the State of CA and am over 18 years of age. I am the plaintiff in this action and am represented by Louis M. Benowitz of Benowitz Law Corporation and Carly Nese of Law Office of Carly Nese in this action. Except as otherwise stated, I have personal knowledge of all matters set forth in this declaration and could and would competently testify thereto if called upon to do so as a witness.

2. Upon the Court's approval of the Consolidated Complaint, I understand that I will be one of the named Plaintiffs in this Action and a Class Representative. I understand that, as Class Representative, I have certain duties and responsibilities to the Class Members and believe that I have fairly represented the interests of all Class Members during the entire course of this case.

3. My counsel provided me with information regarding class actions, how they work, and what my duties would be as a Class Representative. I agreed to serve as a Class Representative so that I could seek to recover wages and penalties on behalf of myself and other employees like me.

4. I understand that the Settlement in this case is subject to this Court's approval to ensure that it is in the best interest of the Class as a whole. I have no conflicts with the Class.

5. I understand that my attorneys are submitting an application to this Court for a Class Representative Service Payment in recognition of my unique contributions to the success of this action as a Class Representative in the amount of \$5,000.00. I believe this amount is fair and reasonable compensation for my efforts in this case and the risks I have taken in pursuing a fair recovery for the Class Members. I estimate that I have spent approximately 25-30 hours of my time working on my case.

6. I have provided Defendants with a general release of any and all claims, known or

1 unknown, I may have against Defendants. By agreeing to settle the case in the best interest of the
2 Class Members, I have given up the right to pursue my individual claims for unpaid wages and
3 penalties and to recover substantially more for unpaid wages, interest, waiting time penalties, and
4 pay stub penalties. By pursuing the claims of all Class Members, I have also rendered my own
5 individual payment uncertain and delayed its payment by several months (at the least).

6 7. As a Class Representative, I assumed a fiduciary role to the Class. I agreed to (1)
7 consider the interests of the Class just as I would consider my own interests and, in some cases, to
8 put the interests of the Class before my own interests; (2) actively participate in the lawsuit, as
9 necessary, by among other things, producing documents to Defendants and giving depositions
10 and trial testimony if requested; (3) travel to give such testimony; (4) recognize and accept that
11 any resolution of the lawsuit by dismissal or settlement, is subject to court approval, and must be
12 designed in the best interest of the Class as a whole; (5) follow the progress of the lawsuit and
13 provide all relevant facts to my attorneys; (6) champion many other people with similar claims
14 and injuries because of the importance of the case and the necessity that all Class Members
15 benefit from the lawsuit; and (7) fight for a resolution in which the individual recoveries to each
16 Class Member, including me, maybe relatively small. I agreed to shoulder all of these
17 responsibilities in exchange for a proportionate share of funds made available for distribution to
18 the Class Members. I had no guarantee of a Class Representative Service Payment.

20 8. I have spent a significant amount of my time in connection with this case to date.
21 The activities I have performed have included, but have not been limited to: obtaining legal
22 counsel, speaking with my legal counsel on numerous occasions, over the phone, informing them
23 of the terms and conditions of my coworkers' employment, assisting them in gathering
24 information, identifying the claims brought in this case, gathering contact information for my
25 former coworkers, gathering documents from my employment with Defendants, and being
26 actively involved in the settlement process to ensure a fair result for the Class as a whole. I also
27 participated in a full day of mediation and spent time carefully reviewing the Settlement, and
28

1 other case related documents on my own and with my counsel to make sure that the Settlement
2 and other work my attorneys performed are in the best interest of the Class Members. Since the
3 Court granted the preliminary approval of the Settlement, I have regularly contacted my counsel
4 to follow the progress of the case.

5 9. Further, my counsel has advised me of the possibility that, if the case was lost, I
6 could have been ordered to pay Defendants' costs and even attorneys' fees in this case, which
7 could have been thousands of dollars by the end.

8 10. Because I filed this lawsuit, there is a public record at the Court showing that I
9 brought a class action for unpaid wages against my former employer. The Class Representative
10 Service Payment to me of \$5,000.00 is not equal to the harm to my future career prospects that
11 this case may cause me.

12 11. Based on the time, risk, stigma, loss of benefits and income and great outcome of
13 this case, I believe that the requested Class Representative Service Payment for me is fair and
14 reasonable. As such, I respectfully request that the Court award the requested Class
15 Representative Service Payment of \$5,000.00.
16

17 I declare under penalty of perjury of the laws of the State of California that the foregoing
18 is true and correct.
19

20 Executed on April 16, 2026, in Los Angeles, CA.

21 

22 _____
23 ELIZABETH HALL,
24 Declarant
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Title	26.04.15 Elizabeth Hall Declaration ISO Prelim Approval.docx...
File name	26.04.15%20Elizab...ocx%20%281%29.pdf
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IP: 172.56.180.183



COMPLETED

04 / 16 / 2026

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PROOF OF SERVICE

State of California,
County of Los Angeles

1. I am a citizen of the United States and am employed in the County of Los Angeles, State of California. I am over the age of 18 years, and not a party to the within action. My business address is 8605 Santa Monica Boulevard, PMB 79183, West Hollywood, CA 90069.
2. On April 25, 2026, I served the foregoing document(s) described as **DECLARATION OF LOUIS BENOWITZ IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** on interested parties by transmitting it in the manner(s) described below:

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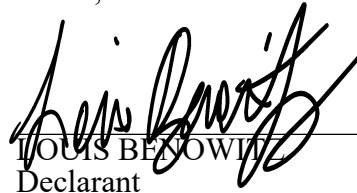
Attorneys for Defendants

Edgar Martirosyan
Azniv Ksachikyan
Martirosyan PC
em@mpclegal.com
ak@mpclegal.com
hk@mpclegal.com

XXXX BY EMAIL I transmitted a PDF version of this document by electronic mail to the person(s) indicated using the email address(es) indicated.

XXXX (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

EXECUTED on April 25, 2026, at Manhattan Beach, California.


LOUIS BENOWITZ
Declarant