

Edwin Aiwazian (SBN 232943)
Joanna Ghosh (SBN 272479)
Matthew Richard Soto (SBN 353499)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff Andrea Rodriguez

[Additional Counsel on the Next Page]

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

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

Plaintiff,

vs.

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

Defendants.

Case No.: 21BBCV004466

Honorable Jared D. Moses
Department P

**DECLARATION OF RAJVEER KAUR IN
SUPPORT OF PLAINTIFFS' MOTION FOR
APPROVAL OF PRIVATE ATTORNEYS
GENERAL ACT (CAL. LABOR CODE § 2698,
ET SEQ.) SETTLEMENT AGREEMENT AND
AWARD OF ATTORNEYS' FEES AND COSTS,
GENERAL RELEASE FEE, AND
SETTLEMENT ADMINISTRATION COSTS**

Reservation ID: 115837372268
Date: April 1, 2025
Time: 8:30 a.m.
Department: P

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

1 Larry W. Lee (SBN 228175)
2 Kristen M. Agnew (SBN 247656)
3 **DIVERSITY LAW GROUP, P.C.**
4 515 S. Figueroa Street, Suite 1250
5 Los Angeles, California 90071
6 Tel: (213) 488-6555 / Fax: (213) 488-6554

7 Kelsey A. Webber (SBN 303721)
8 Shaelyn A. Stewart (SBN 335149)
9 **WEBBER & EGBERT EMPLOYMENT LAW, P.C.**
10 1610 R Street, Suite 300
11 Sacramento, CA 95811
12 Telephone: (916) 588-0683

13 *Attorneys for Plaintiff Rajveer Kaur*
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DECLARATION OF RAJVEER KAUR

I, **Rajveer Kaur**, hereby declare as follows:

1. I am over 18 years of age and a resident of California. I am one of the named plaintiffs in the above-captioned case. I have personal knowledge of the facts and statements set forth in this declaration, and if called upon to testify, I could and would competently testify thereto.

2. I worked for Kan Di Ki, LLC (the "Company") as a mobile phlebotomist during the approximate period of January 2021 through July 8, 2021. For the duration of my employment, I was an hourly-paid, non-exempt employee.

3. During my employment with the Company, I used my personal vehicle for work-related purposes, including traveling to appointments. I believe that the Company failed to provide reimbursements for all mileage expenses. More specifically, the Company reimbursed mobile phlebotomists at a rate of forty-two cents per mile, which was not sufficient to cover all vehicle-related expenses. Additionally, the Company deducted and/or disallowed reimbursement of forty miles driven on a daily basis.

4. I also believe that I did not receive timely and uninterrupted meal and rest periods. Pursuant to Company policy, I was required to keep my employer-issued cell phone on and with me at all times, including during meal and rest periods. I was also required to respond to work-related calls from dispatch, regardless of whether I was taking a meal or rest break. My meal and rest periods were frequently interrupted and shortened as a result of being required to respond to these work calls. To date, I have not received the meal/rest period premium compensation owed to me.

5. As a result of the non-payment of meal/rest period premium wages, my wage statements failed to identify the accurate rates of pay for such premium wages, and the accurate gross and net wages earned.

6. Before signing Private Attorneys General Act Settlement Agreement and Release ("Settlement Agreement" or "Settlement"), I read the Settlement Agreement, and I discussed the terms with my attorneys. I believe that this settlement is fair, adequate, and reasonable. I am glad that I had the opportunity to represent my former co-workers in this lawsuit and that I was able to recover money through a settlement for them.

7. I understand that the claims alleged in this action were brought on behalf of other similarly situated employees. However, I did not make the decision to participate in a representative action lightly. I

1 was concerned by the attention that a representative action lawsuit would attract in the workplace and the
2 reputational harm that may result, including the perception that I am difficult to work with. I was also
3 mindful that filing a representative action lawsuit could jeopardize my employment status. Although the
4 lawsuit is justified, my current or prospective employer might find out that I sued the Company, and there
5 is a risk of facing retaliation and strained relationships with colleagues and supervisors. Nevertheless, I felt
6 that important rights were at stake that hurt everyone, and something ought to be done about it.

7 8. Additionally, I am aware and have been aware from the inception of the case, that there is
8 the risk that if I do not win my case, then I could be liable for the Company's litigation costs. I accepted that
9 risk in this case. I also understood that an individual case would have resolved much faster than a class
10 action and involved much less financial risk than a class action.

11 9. As one of the named plaintiffs in a representative lawsuit, I understand that it is my
12 responsibility to act in the best interest of aggrieved employees, and not my own. I am not aware of any
13 conflicts that exist between my interest and the interests of other aggrieved employees that would impair or
14 affect my ability to serve as a representative.

15 10. I have and continue to be willing to assist in the investigation and prosecution of this matter,
16 including making myself available for trial or any further proceeding in this matter as required to represent
17 the interests of the employees that I represent. Since the onset of this action, I made it a priority to be actively
18 involved because I wanted to do everything I could to represent the class and assist my attorneys in
19 prosecuting this case. I routinely checked in with my attorneys and their staff to make sure that they had all
20 of my most current information and any additional information that I had obtained. I estimate that I invested
21 approximately 10 hours in this case, including time spent: (1) participating in telephonic meetings with my
22 attorneys and their staff to discuss the case and review documents prepared on my behalf; (2) providing my
23 attorneys with information and documents relevant to the job duties of mobile phlebotomists; and (3)
24 reviewing and executing the Settlement Agreement. I believe that I have done everything that my attorneys
25 have asked of me and have tried, to the best of my ability, to seek relief for the aggrieved employees and
the State of California. I think my efforts helped to get the result obtained in this case.

26 11. I respectfully request that the Court preliminarily approve a General Release Fee in the
27 amount of \$7,500.00. I believe this amount is fair compensation for my time and effort on this case, for
28 helping to prosecute this case, and the risks with respect to my future employment. In addition, the

1 settlement requires that I enter into a general release, which I understand is broader than the release that will
2 bind other class members.

3 12. I am not related to anyone associated with Lawyers *for* Justice, PC or Diversity Law Group,
4 P.C.

5 13. I have not entered into any undisclosed agreements, nor have I received any undisclosed
6 compensation in this case. The only compensation I will receive is whatever amount the Court awards as a
7 General Release Fee, as well as my share of the settlement as an aggrieved employee.

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

10 Executed this 24 day of January 2025, at Sacramento, California.

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