

ATTORNEY OR PARTY WITHOUT ATTORNEY STATE BAR NUMBER: NAME: Vartan Madoyan (SBN 279015); Matthew Richard Soto (SBN 353499) FIRM NAME: LAWYERS for JUSTICE, PC STREET ADDRESS: 450 North Brand Blvd., Suite 900 CITY: Glendale STATE: CA ZIP CODE: 91203 TELEPHONE NO.: 818.265.1020 FAX NO.: 818.265.1021 EMAIL ADDRESS: ATTORNEY FOR (name): Plaintiff Andrea Rodriguez SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 300 East Walnut Street MAILING ADDRESS: CITY AND ZIP CODE: Pasadena, 91101 BRANCH NAME: Pasadena Courthouse	FOR COURT USE ONLY
PLAINTIFF/PETITIONER: Andrea Rodriguez, et al. DEFENDANT/RESPONDENT: Kan Di Ki, LLC	
NOTICE OF ENTRY OF JUDGMENT OR ORDER (Check one): ☒ UNLIMITED CASE (Amount demanded exceeded \$35,000) ☐ LIMITED CASE (Amount demanded was \$35,000 or less)	CASE NUMBER: 21BBCV00446 / Dept. P

TO ALL PARTIES :

1. A judgment, decree, or order was entered in this action on (date): April 1, 2025

2. A copy of the judgment, decree, or order is attached to this notice.

Exhibit 1 - Order and Judgment Granting Approval of Private Attorneys General Act (Cal. Labor Code § 2698, Et Seq.) Settlement Agreement and Award of Attorneys' Fees and Costs, General Release Fees, and Settlement Administration Costs

Exhibit 2 - Minute Order Re: Hearing on Motion for Approval of Private Attorneys General Act Settlement; Order to Show Cause Re: Dismissal (Settlement)

Date: April 4, 2025

Vartan Madoyan

(TYPE OR PRINT NAME OF ☐ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)


(SIGNATURE)

PLAINTIFF/PETITIONER: Andrea Rodriguez, et al.
 DEFENDANT/RESPONDENT: Kan Di Ki, LLC

CASE NUMBER:
 21BBCV00446 / Dept. P

**PROOF OF SERVICE BY FIRST-CLASS MAIL
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*):

PLEASE SEE ATTACHED PROOF OF SERVICE.

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):

- a. ☐ deposited the sealed envelope with the United States Postal Service.
 b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on (*date*):
 b. from (*city and state*):

4. The envelope was addressed and mailed as follows:

- a. Name of person served:

Street address:

City:

State and zip code:

- b. Name of person served:

Street address:

City:

State and zip code:

- c. Name of person served:

Street address:

City:

State and zip code:

- d. Name of person served:

Street address:

City:

State and zip code:

☐ Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

5. Number of pages attached:

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

Date: April 4, 2025

Isabel Yang

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

EXHIBIT 1

Edwin Aiwarzian (SBN 232943)
Joanna Ghosh (SBN 272479)
Vartan S. Madoyan (SBN 279015)
Matthew Richard Soto (SBN 353499)
LAWYERS for JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff Andrea Rodriguez

[Additional Counsel on the Next Page]

FILED
Superior Court of California
County of Los Angeles

04/01/2025

David W. Stryker, Executive Officer / Clerk of Court

By: M. Jones Deputy

**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

**~~[PROPOSED]~~ ORDER AND JUDGMENT
GRANTING APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (CAL. LABOR
CODE § 2698, ET SEQ.) SETTLEMENT
AGREEMENT AND AWARD OF
ATTORNEYS' FEES AND COSTS, GENERAL
RELEASE FEES, AND SETTLEMENT
ADMINISTRATION COSTS**

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

Complaint Filed: May 6, 2021
FAC Filed: December 13, 2024
Trial Date: None Set

**~~[PROPOSED]~~ ORDER AND JUDGMENT GRANTING APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT
(CAL. LABOR CODE § 2698, ET SEQ.) SETTLEMENT AGREEMENT AND AWARD OF ATTORNEYS' FEES AND
COSTS, GENERAL RELEASE FEES, AND SETTLEMENT ADMINISTRATION COSTS**

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

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

Attorneys for Plaintiff Rajveer Kaur

1 This matter has come before the Honorable Jared D. Moses in Department P of the Superior
2 Court of the State of California, for the County of Los Angeles, on April 1, 2025 at 8:30 a.m., on
3 Plaintiffs Andrea Rodriguez and Rajveer Kaur's (together, the "Plaintiffs") Motion for Approval of
4 Private Attorneys General Act (Cal. Labor Code § 2698, *Et Seq.*) Settlement Agreement and Award
5 of Attorneys' Fees and Costs, General Release Fees, and Settlement Administration Costs ("Motion
6 for Approval of Settlement"). Lawyers *for* Justice, PC, Diversity Law Group, P.C., and Webber &
7 Egbert Employment Law, P.C. appeared for Plaintiffs and Buchanan Ingersoll & Rooney PC,
8 appeared for Defendant Kan Di Ki, LLC ("Defendant").

9 On or around July 29, 2024, Plaintiffs and Defendant (together, the "Parties") executed the
10 Private Attorneys General Act Settlement Agreement and Release ("Settlement," "Settlement
11 Agreement," or "Agreement").

12 The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the
13 Declarations of Plaintiffs' Counsel Vartan Madoyan, Kristen Agnew, and Shaelyn Stewart, (3) the
14 Declarations of Plaintiffs Andrea Rodriguez and Rajveer Kaur, and (4) the Settlement Agreement.

15 Having duly considered the Parties' papers and oral argument, and good cause appearing,

16 **IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:**

- 17 1. The Motion for Approval of Settlement is granted.
- 18 2. All terms used herein shall have the same meaning defined in the Settlement
19 Agreement.
- 20 3. Unless otherwise specified, all citations and references to the Private Attorneys
21 General Act of 2004, California Labor Code § 2698, *et seq.* ("PAGA") are to the version of the statute
22 prior to the recent amendment effective July 1, 2024; the amended statute does not apply to the above-
23 captioned action and the Settlement pursuant to California Labor Code § 2699(v)(1), as amended,
24 because the above-captioned action was filed prior to June 19, 2024.

- 25 4. The Court finds that Plaintiffs have satisfied the prerequisites under the PAGA,
26 including, and not limited to, providing the California Labor and Workforce Development Agency
27 ("LWDA") and Defendant with notice of the specific provisions of the California Labor Code alleged
28

1 to have been violated, including, and not limited to, the facts and theories to support the alleged
2 violations, in conformity with California Labor Code § 2699.3(a).

3 5. The Court also finds that the Settlement Agreement has been submitted to the LWDA
4 in conformity with California Labor Code § 2699(1)(2) and that the LWDA has not sought to intervene
5 or appear in the above-captioned action (the “Action”).

6 6. The Settlement pertains to the following aggrieved employees:
7 All current and former hourly-paid or non-exempt employees who worked for Defendant
8 in California during the PAGA Group Release Period (“PAGA Member(s)").

9 7. The Court finds that the Parties reached the Settlement as a result of arm’s-length
10 negotiations.

11 8. Pursuant to California Labor Code § 2699(1)(2), the Court has reviewed the sum
12 allocated for payment of penalties under PAGA (“Net Settlement Amount”), and determines that it is
13 fair, just, reasonable, and adequate. The Court hereby approves the Net Settlement Amount. The Net
14 Settlement Amount shall be the Total Settlement Amount less the approved Attorneys’ Fees and Costs
15 to Lawyers *for* Justice, PC, Diversity Law Group, P.C., and Webber & Egbert Employment Law, P.C.
16 (collectively, “Plaintiffs’ Counsel”), General Release Fees to Plaintiffs, and Settlement
17 Administration Costs to Simpluris, Inc. (the “PAGA Settlement Administrator”). Seventy-five
18 percent (75%) of the Net Settlement Amount shall be distributed to the LWDA (“LWDA Payment”) and
19 twenty-five percent (25%) of the Net Settlement Amount shall be distributed to the PAGA
20 Members (“Employees’ Portion”) in accordance with this Order and Judgment and the Settlement
21 Agreement. The Total Settlement Amount is \$725,000.00, however, pursuant to Section 4(b) of the
22 Settlement Agreement, if the actual number of Compensable Pay Periods during the period March 2,
23 2020 through September 30, 2023 is more than 10% of 45,000 Compensable Pay Periods (i.e., 49,500
24 Compensable Pay Periods), then, at the election of Defendant, either (a) the Total Settlement Amount
25 will increase on a pro-rate basis equal to the percentage increase in the number of Compensable Pay
26 Periods worked by the PAGA Members above 10% or (b) the PAGA Group Release Period shall end
27 on the date on which the number of Compensable Pay Periods reaches 49,500 (“Alternate End Date”).
28

1 9. The Court has considered the Settlement, and the monetary allocations provided
2 thereby, and finds that they are fair, just, reasonable, and adequate. The Court hereby directs the
3 PAGA Settlement Administrator to administer the Settlement and to make the payments as provided
4 for by, and consistent with, this Order and Judgment and the Settlement Agreement.

5 10. The Court approves Attorneys' Fees of 35% of the Total Settlement Amount
6 (estimated to be \$253,750.00 subject to increase pursuant to the escalator clause) to Plaintiffs'
7 Counsel for attorneys' fees. This amount shall be paid from the Total Settlement Amount and shall
8 be disbursed in accordance with this Order and Judgment and the Settlement Agreement. The
9 Attorneys' Fees shall be split 55/45, with 55% of fees attributed to Lawyers for Justice, PC (counsel
10 for Plaintiff Rodriguez) and 45% of fees attributed to Diversity Law Group PC and Webber & Egbert
11 Employment Law, PC (counsel for Plaintiff Kaur).

12 11. The Court approves the payment of \$15,038.33 to Plaintiffs' Counsel for
13 reimbursement of litigation costs and expenses incurred in the Action. This amount shall be paid from
14 the Total Settlement Amount and shall be disbursed in accordance with this Order and Judgment and
15 the Settlement Agreement.

16 12. The Court approves payment in the amount of \$7,500.00 to Plaintiff Andrea Rodriguez
17 and in the amount of \$7,500.00 to Plaintiff Rajveer Kaur for their General Release Fees. These
18 amounts shall be paid from the Total Settlement Amount and shall be disbursed in accordance with
19 this Order and Judgment and the Settlement Agreement.

20 13. The Court approves payment up to the amount of \$6,300.00 to Simpluris, Inc. for
21 payment of costs and expenses of administration of the Settlement ("Settlement Administration
22 Costs"). This amount shall be paid from the Total Settlement Amount and shall be disbursed in
23 accordance with this Order and Judgment and the Settlement Agreement.

24 14. The Parties are directed to perform in accordance with the terms set forth in this Order
25 and Judgment and the Settlement Agreement.

26 15. The Court further finds that notice of the Settlement need not be provided to the PAGA
27 Members; however, the Court approves the Cover Letter, attached hereto as "**EXHIBIT A**," and the
28

1 PAGA Settlement Administrator shall distribute the Cover Letter to the PAGA Members at the same
2 time that it distributes payments to PAGA Members for their share of the Employees' Portion
3 ("Individual Settlement Share(s)).

4 16. Within seven (7) calendar days of the Effective Date, Defendant will provide the
5 PAGA Settlement Administrator with the PAGA Members List, in accordance with this Order and
6 Judgment and the Settlement Agreement.

7 17. Within fourteen (14) calendar days of the Effective Date, Defendant shall deposit the
8 Total Settlement Amount into a qualified settlement account established, by the PAGA Settlement
9 Administrator for administration of the Settlement in accordance with this Order and Judgment and
10 the Settlement Agreement.

11 18. No later than fourteen (14) calendar days after the PAGA Settlement Administrator
12 receives the PAGA Members List and the Total Settlement Amount, the PAGA Settlement
13 Administrator shall distribute the LWDA Payment to the LWDA, Individual Settlement Share checks
14 and Cover Letters to all PAGA Members (together, the "PAGA Settlement Package(s)"), the General
15 Release Fees to Plaintiffs, the Settlement Administration Costs to itself (only after the PAGA
16 Settlement Packages have been mailed to all PAGA Members), the Attorneys' Fees and Costs to
17 Plaintiffs' Counsel) unless instructed otherwise by Plaintiffs' Counsel), as provided for by this Order
18 and Judgment and the Settlement Agreement.

19 19. The Individual Settlement Share checks issued to PAGA Members shall remain valid
20 and negotiable for ninety (90) calendar days, and thereafter, shall be canceled. Funds associated with
21 canceled checks shall be transmitted by the PAGA Settlement Administrator to the State Controller's
22 Office Unclaimed Property Division in the name of each PAGA Member whose check is canceled
23 and in the amount(s) of their respective Individual Settlement Share(s).

24 20. PAGA Members shall not have the right to opt out of or object to the Settlement. Upon
25 the date entry of this Order and Judgment and full funding of the Total Settlement Amount, and except
26 as to the rights and obligations created by this Settlement Agreement, Plaintiffs and the State of
27 California with respect to PAGA Members, will be deemed to have knowingly and voluntarily
28

released and forever discharged the Released Parties from the Released Claims.

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

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

23. “PAGA Release Period” means the period from March 2, 2020, through June 23, 2024.

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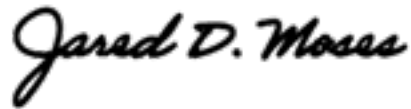
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24. No individualized notice of this Order and Judgment is required to be provided to the
PAGA Members. This Order and Judgment shall be submitted to the LWDA through the online
system established for the filing of notices and documents, in conformity with California Labor Code
§ 2699(1)(3).

04/01/2025

Date: _____



Honorable Jared D. Moses
Judge of the Superior Court

EXHIBIT A

Exhibit A

<<Mailing Date>>

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT 2

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Northeast District, Pasadena Courthouse, Department P

21BBCV00446

ANDREA RODRIGUEZ vs TRIDENT CARE, LLC, et al.

April 1, 2025

8:30 AM

Judge: Honorable Jared D. Moses

Judicial Assistant: Matthew Jones

Courtroom Assistant: Christina Ruiz

CSR: None

ERM: None

Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): Edwin Aiwarzian by Kristen Agnew and Vartan Madoyan via LA Court Connect

For Defendant(s): Jason Murtagh by Natalie Peled via LA Court Connect

NATURE OF PROCEEDINGS: Hearing on Motion - Other MOTION FOR APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT (2268); Order to Show Cause Re: Dismissal (Settlement)

The matter is called for hearing.

The Court has posted a tentative ruling on the motion for approval of private attorneys general act settlement.

The tentative is adopted as the courts final ruling as follows:

I. INTRODUCTION

This is an employment action concerning alleged Labor Code violations by Defendant Kan Di Ki, LLC (“Defendant”) against aggrieved employees represented by Plaintiffs Andrea Rodriguez and Rajveer Kaur (“Plaintiffs”).

On May 6, 2021, Plaintiff Rodriguez filed a representative action under the Private Attorneys General Act (PAGA). Plaintiff Kaur later filed a related PAGA action, and the matters were consolidated through a First Amended Complaint filed on December 13, 2024.

On March 5, 2025, Plaintiffs filed a motion for approval of Private Attorneys General Act (PAGA) settlement.

II. LEGAL STANDARD

The Private Attorneys General Act (PAGA) is “a procedural statute allowing an aggrieved employee to recover civil penalties- for Labor Code violations-that otherwise would be sought by state labor law enforcement agencies.” (Amalgamated Transit Union, Local 1756, AFL-CIO

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

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April 1, 2025

8:30 AM

Judge: Honorable Jared D. Moses
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CSR: None
ERM: None
Deputy Sheriff: None

v. Superior Court (2009) 46 Cal.4th 993, 1003.) The statute provides a mechanism for private enforcement of Labor Code violations for the public benefit. (See *Arias v. Superior Court* (2009) 46 Cal.4th 969, 986.)

To incentivize employees to bring PAGA actions, the statute provides aggrieved employees 25 percent of the recovered civil penalties. (Lab. Code § 2699, subd. (i).) The remaining 75 percent is distributed to the Labor and Workforce Development Agency (LWDA) "for enforcement of labor laws and education of employers and employees about their rights and responsibilities under [the Labor Code]." (Lab. Code § 2699, subd. (i).)

Labor Code section 2699 provides in pertinent part:

2. The superior court shall review and approve any settlement of any civil action filed pursuant to this part. The proposed settlement shall be submitted to the agency at the same time that it is submitted to the court.

3. A copy of the superior court's judgment in any civil action filed pursuant to this part and any other order in that action that either provides for or denies an award of civil penalties under this code shall be submitted to the agency within 10 days after entry of the judgment or order.

(Lab. Code, § 2699, subs. (1)(2), (1)(3).);

While PAGA requires court review and approval of settlements, it does not specify the standard or criteria for such review. (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 75.) Thus, "a trial court should evaluate a PAGA settlement to determine whether it is fair, reasonable, and adequate in view of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws." (Id. at p. 77.) To determine if a PAGA settlement is fair, reasonable and adequate, courts consider factors "including the strength of the plaintiff's case, the risk, the stage of the proceeding, the complexity and likely duration of further litigation, and the settlement amount." (Id. at p. 75.) Lastly, courts will also consider if the settlement is "adequate in view of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws." (Ibid.) In considering the amount of settlement, the court is mindful that compromise is inherent and necessary in the settlement process. (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 250.)

III. ANALYSIS

Plaintiffs move the Court for approval of the PAGA settlement pursuant to Labor Code section

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Northeast District, Pasadena Courthouse, Department P

21BBCV00446

ANDREA RODRIGUEZ vs TRIDENT CARE, LLC, et al.

April 1, 2025

8:30 AM

Judge: Honorable Jared D. Moses
Judicial Assistant: Matthew Jones
Courtroom Assistant: Christina Ruiz

CSR: None
ERM: None
Deputy Sheriff: None

2699, subdivision (l).

Summary of settlement:

The parties propose a total settlement of \$725,000. (Madoyan Decl., Ex. 1) From that amount, the following deductions are requested: attorneys' fees of \$253,750 (35% of the gross), reimbursement of litigation costs up to \$15,038.33, general release fees of \$7,500 each to Plaintiffs Rodriguez and Kaur (totaling \$15,000), and settlement administration costs up to \$6,300. (Ibid.) After deductions, the estimated net settlement fund is approximately \$434,911.67. (Motion, p. 2)

Pursuant to Labor Code section 2699, subdivision (i), 75% of the net amount—approximately \$326,183.75—will be distributed to the LWDA, and the remaining 25%—approximately \$108,727.92—will be distributed to the aggrieved employees. (Madoyan Decl., ¶ 16.)

Notice to the LWDA:

Pursuant to Labor Code section 2699, subdivision (l)(2), Plaintiffs submitted the proposed settlement and supporting documents to the LWDA concurrently with filing the motion. (Madoyan Decl., ¶ 9.) As of the date of the motion, no objection has been received from the LWDA.

Division of civil penalties:

"[C]ivil penalties recovered by aggrieved employees shall be distributed as follows: 75 percent to the Labor and Workforce Development Agency for enforcement of labor laws, including the administration of this part, and for education of employers and employees about their rights and responsibilities under this code, to be continuously appropriated to supplement and not supplant the funding to the agency for those purposes; and 25 percent to the aggrieved employees." (Lab. Code, § 2699, subd. (i).)

As shown above, the settlement properly divides the net amount of civil penalties between the LWDA and aggrieved employees.

Breadth of release:

The scope of the release for PAGA members is appropriately limited to PAGA claims based on the facts alleged in the operative complaint and notices submitted to the LWDA. (Madoyan

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Northeast District, Pasadena Courthouse, Department P

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CSR: None
ERM: None
Deputy Sheriff: None

Decl., Ex. 1, ¶ 8.) The release does not extend to individual non-PAGA claims. The individual releases for Plaintiffs Rodriguez and Kaur include general release language and Civil Code section 1542 waivers, in exchange for separate general release payments of \$7,500 each. (Rodriguez Decl., ¶ 7; Kaur Decl., ¶ 6.) The Court finds both the collective and individual releases to be appropriately tailored.

Fair, reasonable and adequate:

Plaintiffs argue that the settlement should be found to be fair and reasonable for several reasons: Plaintiffs complied with the procedural requirements of the Labor Code, the parties reached a compromise through arm's-length negotiations, experienced counsel conducted sufficient investigation and discovery to negotiate competently, and the settlement reflects a reasonable compromise given the parties' legal positions, the risks of continued litigation, and the remedial purposes of PAGA. (Motion, pp. 5–8; Madoyan Decl., ¶¶ 8–13, 16–17.)

Under *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, a presumption of fairness arises where “(1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small.” (Id. at p. 1802.)

First, the settlement was reached through arm's-length negotiations. The parties engaged in litigation, including motion practice and discovery, before reaching a settlement. The operative complaint consolidates the PAGA claims from both Rodriguez and Kaur. (Madoyan Decl., ¶¶ 10–11.) The parties attended private mediation with the Hon. Jeffery Winikow (Ret.) on July 28, 2023, and reached an agreement following continued settlement efforts. (Id., ¶ 13.)

Second, Plaintiffs' counsel conducted investigation and discovery to evaluate the claims and support settlement. Counsel reviewed Defendant's employment policies, time and payroll data, and spoke with Plaintiffs regarding the alleged Labor Code violations and their relevance to other aggrieved employees. (Madoyan Decl., ¶¶ 11–13.)

Third, Plaintiffs' counsel—Lawyers for Justice, PC; Diversity Law Group, P.C.; and Webber & Egbert Employment Law, P.C.—have substantial experience litigating wage-and-hour and PAGA representative actions, having prosecuted hundreds of such matters and obtained court-approved settlements in numerous cases. (Id., ¶¶ 2–7; Stewart Decl., ¶ 2.)

Lastly, no objections appear in the record from aggrieved employees, the LWDA, or any other party. The Court thus finds the proposed settlement is entitled to a presumption of fairness.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Northeast District, Pasadena Courthouse, Department P

21BBCV00446

ANDREA RODRIGUEZ vs TRIDENT CARE, LLC, et al.

April 1, 2025

8:30 AM

Judge: Honorable Jared D. Moses
Judicial Assistant: Matthew Jones
Courtroom Assistant: Christina Ruiz

CSR: None
ERM: None
Deputy Sheriff: None

Attorney fees and costs:

Under Labor Code section 2699, subdivision (g), an employee who prevails in a PAGA action is entitled to an award of attorneys' fees and costs. (Lab. Code, § 2699, subd. (g)(1).) Here, Plaintiffs seek \$253,750 in attorneys' fees—35% of the \$725,000 Total Settlement Amount—and reimbursement of \$15,038.33 in litigation costs. (Madoyan Decl., ¶ 33; Motion, p. 2.)

Of the requested fees, 55% is allocated to Lawyers for Justice, PC (counsel for Plaintiff Rodriguez), and 45% to Diversity Law Group, P.C. and Webber & Egbert Employment Law, P.C. (counsel for Plaintiff Kaur). (Madoyan Decl., ¶ 33.) Plaintiffs' counsel assert that the requested amounts are reasonable considering the risks undertaken, the time and resources dedicated to the litigation, the results achieved, the benefit to the State and aggrieved employees, and the opportunity costs of focusing on this case. (Ibid.)

The Court finds the requested attorneys' fees and litigation costs to be fair and reasonable based on the complexity of the matter, counsel's experience, and the favorable outcome obtained for the public and aggrieved employees.

Service award:

While a plaintiff may receive reasonable enhancement payments as a class representative, courts must balance such an award between the interests of compensating the plaintiff for the expense or risk they incurred in bringing the suit while avoiding creating a perverse incentive for the plaintiff to accept suboptimal settlements in exchange for a higher enhancement payment. (See *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 412.)

Here, the settlement Plaintiffs request \$7,500 service awards each to Rodriguez and Kaur in recognition of their time and risk in prosecuting the action. (Rodriguez Decl., ¶¶ 1–9; Kaur Decl., ¶¶ 1–14.) Each Plaintiff spent significant time participating in the litigation, assisting counsel, and assuming potential reputational risk. The Court finds the awards reasonable and supported by adequate documentation.

Settlement administration and costs:

The Court approves the appointment of Simpluris, Inc. as the settlement administrator. (Motion, p. 2:24–26.) Pursuant to the agreement, Parties have agreed to retain Simpluris to handle the administration of settlement, and the costs are not expected to exceed \$6,300. The Court finds

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Courtroom Assistant: Christina Ruiz

CSR: None
ERM: None
Deputy Sheriff: None

the administration costs reasonable.

IV. CONCLUSION AND ORDER

The Court GRANTS Plaintiffs' motion and approves and awards the following:

(1) \$253,750 in attorneys' fees (2) \$15,038.33 in litigation costs (3) \$7,500 each to Plaintiffs Andrea Rodriguez and Rajveer Kaur as General Release Fees (totaling \$15,000) (4) \$6,300 in settlement administration costs to Simpluris, Inc., which is hereby appointed as the settlement administrator (5) \$326,183.75 to LWDA and (6) \$108,727.92 to the aggrieved employees.

Plaintiffs are to give notice.

The Order is signed this date.

The Court finds that there is a signed settlement agreement in place with a 664.6 provision in place and the court will retain jurisdiction to enforce the settlement.

The Court orders the case dismissed pursuant to CRC 3.1385.

The Court orders the Amended Complaint (1st) filed by Andrea Rodriguez on 12/13/2024 dismissed Without Prejudice.

Plaintiff to give notice.

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 450 North Brand Blvd., Suite 900, Glendale, California 91203.

On April 4, 2025, I served the foregoing document(s) described as: **NOTICE OF ENTRY OF JUDGMENT OR ORDER** on interested parties in this action by Electronic Service as follows:

Larry W. Lee (lwlee@diversitylaw.com)
Kristen M. Agnew (kagnew@diversitylaw.com)
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Attorneys for Defendant

[X] BY E-MAIL

The above-referenced document(s) was transmitted to the person(s) at the e-mail address(es) listed herein at their most recent known e-mail address or e-mail of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

State of California, Labor & Workforce Development Agency Web URL:
<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>
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1 **[X] BY ONLINE SUBMISSION**

2 The foregoing documents were transmitted to the California Labor and Workforce
3 Development Agency through the online system established for the submission of notices
4 and documents, in conformity with California Labor Code section 2699(l). I did not
5 receive, within a reasonable time after the transmission, any electronic message or other
6 indication that the transmission was unsuccessful.

7 **[X] STATE**

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

10 Executed on April 4, 2025, at Glendale, California.

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13 Isabel Yang
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