

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]

**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
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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”).
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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
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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
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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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1 24. No individualized notice of this Order and Judgment is required to be provided to the
2 PAGA Members. This Order and Judgment shall be submitted to the LWDA through the online
3 system established for the filing of notices and documents, in conformity with California Labor Code
4 § 2699(1)(3).

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6
7 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].