

MATTHEW R. SCHOECH (SBN 234774)
SCHOECH LAW GROUP, PC
3511 Del Paso Rd., Ste. 160 PMB 227
Sacramento, CA 95835
Tel: (916) 569-1940
Fax: (916) 569-1939
Email: matt@norcallawfirm.com

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Jake Chatters, Clerk of the Court
By J. Bunday Deputy Clerk

GLEN A. VAN DYKE (SBN 183796)
MEGAN DEHERRERA (SBN 306646)
VAN DYKE LITIGATION & TRIAL ATTORNEYS, PC
940 Southwood Blvd., Ste 102
Incline Village, NV, 89451
Tel: (530) 214-3667
Email: glen@vdlitigation.com
Email: megan@vdlitigation.com

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF PLACER

MARTIN WEAVER,

Plaintiff,

vs.

OMKAR ROCKLIN, INC. dba ROCKLIN
PARK HOTEL, a California Corporation;
BHAVIN MEHTA, and Individual; HEMANG
TRIVEDI, an Individual; RAVINDRAM
RAMOJI, an Individual; and DOES 1-100,
Inclusive,

Defendants.

) Case #: **S-CV-0047815**
)
) ~~**PROPOSED**~~ **ORDER ON**
) **PLAINTIFF'S MOTION TO APPROVE**
) **PAGA SETTLEMENT**

) Date: August 22, 2023
) Time: 8:30 a.m.
) Dept.: 42

TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

The Motion for Approval of PAGA Settlement ("Motion") in the above referenced case came before this Court on September 22, 2023, at 8:30 a.m. in Department 42, before the

1 Honorable Trisha J. Hirashima, presiding. Appearing at the hearing were
2 Matthew Schoech, Esq., _____ for Plaintiff, Martin Weaver
3 and _____ (collectively “Plaintiffs”) and
4 Sharon Rossi, Esq., _____ for Defendants, Omkar Rocklin,
5 Inc. dba Rocklin Park Hotel, Bhavin Mehta, Hemang Trivedi, and Ravindram Ramoji
6 (collectively “Defendants”).
7

8 The Court has considered the Motion, Settlement Agreement and all other papers filed in
9 this action.

10 IT IS HEREBY ORDERED:

11 1. All terms used herein shall have the same meaning as defined in the Settlement
12 Agreement and Release (the “Settlement”), a copy of which is attached as **Exhibit 1** hereto.
13

14 2. Pursuant to the California Labor Code Private Attorneys General Act (“PAGA”),
15 Cal. Lab. Code §§ 2699(1)(2), (1)(4), the Labor Workforce and Development Agency (“LWDA”)
16 has been given notice of the Settlement. In particular, on the date Plaintiff filed the motion
17 seeking approval of the Settlement with the Court, Plaintiff submitted to the LWDA a Notice of
18 Settlement enclosing a copy of the Settlement. Plaintiff’s Notice of Settlement to the LWDA
19 complied with the requirements of PAGA.
20

21 3. The Court confirms approval of the Settlement as to the following group of
22 individuals, collectively referred to as the “Aggrieved Employees”: all individuals who worked
23 at the Rocklin Park Hotel at 5450 China Garden Road, Rocklin, California from November 11,
24 2020 through the date that the Court approves the PAGA Settlement.
25

26 4. The Court has jurisdiction over the subject matter of this litigation, over all
27 Aggrieved Employees, and over those persons and entities undertaking affirmative obligations
28

under the Settlement.

5. The Settlement is approved under Cal. Lab. Code § 2699(1)(2).

6. The Notice of PAGA Settlement and Release of Claims, attached hereto as **Exhibit 2** fairly and adequately describes the Action, the approved Settlement, and is the best notice practicable under the circumstances.

7. The Court approves the following limite release by Plaintiff and Aggrieved Employees:

Upon the Effective Date and subject to Omkar's full payment of all sums required by this Settlement, Plaintiff, on behalf of himself, his heirs, executors, and assigns, the Aggrieved Employees, and the State of California, fully releases and discharges Bhavin Mehta, Hemang Trivedi, Ravindram Ramoji, and Omkar, and all of Omkar's parents, subsidiaries, affiliates, predecessors, successors, assigns, past or present shareholders, members, officials, owners, officers, directors, attorneys, agents, insurers, representatives, current and former employees, heirs and assigns of each of them, and any other person, firm, or entity now, previously, or hereafter affiliated in any manner with Omkar (collectively, "the Released Parties"), from any and all claims, rights, demands, liabilities, and causes of action of every nature and description, under PAGA, which were asserted in the Action or which could have been asserted in the Action that accrued during the Release Period.

8. The Gross Settlement Amount, Net Settlement Amount, and the methodology used to calculate each Aggrieved Employee Settlement Award, in accordance with the Settlement is approved under Cal. Lab. Code § 2699(1)(2)

9. The Court authorizes the Settlement Administrator to calculate and pay the Aggrieved Employee Settlement Awards, in accordance with the terms of the Settlement.

10. The Court appoints ILYM Group, Inc., as the Settlement Administrator, in this Action with its fees and costs, not to exceed \$2,950.00, to be paid from the Gross Settlement Amount.

11. The Court awards Plaintiff, Martin Weaver, a four hundred dollar (\$400)

incentive award to be paid from Gross Settlement Amount.

12. The Court approves reasonable attorneys fees of six thousand six hundred sixty six dollars and sixty seven cents (\$6,666.67) to be paid to Plaintiff's Counsel from the gross settlement amount in accordance with the terms of the Settlement Agreement.

13. The Court approves and litigation costs, not to exceed two thousand seven hundred and fifty dollars (\$2,750.00), to be paid to Plaintiff's Counsel from the gross settlement amount in accordance with the terms of the Settlement Agreement.

14. The Court approves the allocations and payment of Twent Thousand Dollars (\$20,000.00) for the compromise of claims brought under PAGA, to be paid in accordance with the terms of the Settlement Agreement.

15. Under the terms of the Settlement, 75% of the Net Settlement Amount will be paid to the State of California Labor Workforce Development Agency ("LWDA Payment"); the remaining amount of the Net Settlement Amount shall be distributed to the Aggrieved Employees in accordance with the terms of the Settlement.

16. Checks for Aggrieved Employee Settlement Awards sent to Aggrieved Employees shall be valid for 180 days after issuance. Funds remaining from any checks for any Aggrieved Employee Settlement Awards uncashed after 180 days will be disbursed to the California State Controllers' Office Unclaimed Property Fund.

17. The Court retains exclusive and continuing jurisdiction over this Action for the purposes of supervising, administering, implementing, interpreting, and enforcing this Order, as well as the Settlement.

18. Nothing in this Judgment or the Settlement shall be construed as an admission or concession by any party. The Settlement and this resulting Judgment simply represent a

compromise of disputed allegations.

19. Plaintiff is directed to submit a copy of this Judgment to the LWDA within 10 days of the date of this Order.

IT IS SO ORDERED

Dated: 08/24/2023



/s/ Hon. Trisha Hirashima

Hon. Trisha J. Hirashima
Placer County Superior Court