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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

ANDRES CEDENO OLIVO, individually, and
on behalf of other members of the general public
similarly situated,

Plaintiffs,

vs.

KHANNA ENTERPRISES GENERAL
PARTNER, an unknown business entity;
KHANNA ENTERPRISES IV LIMITED
PARTNERSHIP, a California limited
partnership; KHANNA ENTERPRISES - II,
LIMITED PARTNERSHIP, a California limited
partnership; KHANNA ENTERPRISES II,
INC., a California corporation; KHANNA
ENTERPRISES III, INC., a Delaware
corporation; KHANNA ENTERPRISES V
LIMITED PARTNERSHIP, a California limited
partnership; KHANNA ENTERPRISES VI LP,
a Delaware limited partnership; KHANNA
ENTERPRISES, INC., a California corporation;
KHANNA ENTERPRISES LTD., - III, LP, a
California limited partnership; KHANNA
ENTERPRISES, LTD., A LIMITED
PARTNERSHIP, a California limited
partnership; ASHWIN KHANNA, INC., a
California corporation; RAJESH KHANNA,
INC., a California corporation; RAVI
KHANNA, INC., a California corporation; and
DOES 1 through 10, inclusive,

Defendants.

Case No. 22CV409085

**AMENDMENT TO THE PAGA
SETTLEMENT AGREEMENT**

AMENDMENT TO THE PAGA SETTLEMENT AGREEMENT

This amendment (“Amendment”) to the PAGA Settlement Agreement (“Settlement Agreement”) is made and entered into by and between Plaintiff Andres Cedeno Olivo (“Plaintiff”) and Defendants Khanna Enterprises II, Limited Partnership, Khanna Enterprises IV Limited Partnership, Khanna Enterprises VI, LP, and Khanna Enterprises, Ltd. (“Defendants”) (collectively with Plaintiff, the “Parties”), pursuant to Paragraph 32 of the Settlement Agreement, which provides: “This Settlement Agreement may be amended or modified only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all Parties, and approved by the Court.”

This Amendment incorporates by reference all terms and conditions of the Settlement Agreement. But for those specific terms and conditions that this Amendment modifies, all Settlement Agreement terms and conditions will remain effective and enforceable. Any inconsistencies or differences between this Amendment and the Settlement Agreement will be interpreted and construed in favor of this Amendment.

AMENDED DEFINITIONS

The following amended definitions are now applicable to the Settlement Agreement:

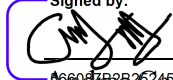
1. “Aggrieved Employees” means all individuals employed by Defendants as non-exempt employees in California at any time during the period from January 27, 2022 **through October 10, 2024.**
2. “Settlement Period” means January 27, 2022 **through October 10, 2024.**

IT IS SO STIPULATED.

Dated: 5/16/2025

PLAINTIFF

Signed by:



Andres Cedeno Olivo

DEFENDANTS

Dated: _____

Ashwin Khanna for Khanna Enterprises II, Limited Partnership; Khanna Enterprises IV Limited Partnership; Khanna Enterprises VI, LP; and Khanna Enterprises, Ltd.

1 **AMENDMENT TO THE PAGA SETTLEMENT AGREEMENT**

2 This amendment (“Amendment”) to the PAGA Settlement Agreement (“Settlement Agreement”)
3 is made and entered into by and between Plaintiff Andres Cedeno Olivo (“Plaintiff”) and Defendants
4 Khanna Enterprises II, Limited Partnership, Khanna Enterprises IV Limited Partnership, Khanna
5 Enterprises VI, LP, and Khanna Enterprises, Ltd. (“Defendants”) (collectively with Plaintiff, the
6 “Parties”), pursuant to Paragraph 32 of the Settlement Agreement, which provides: “This Settlement
7 Agreement may be amended or modified only by a written instrument, signed by either the Parties or their
8 successors-in-interest or counsel for all Parties, and approved by the Court.”

9 This Amendment incorporates by reference all terms and conditions of the Settlement Agreement.
10 But for those specific terms and conditions that this Amendment modifies, all Settlement Agreement terms
11 and conditions will remain effective and enforceable. Any inconsistencies or differences between this
12 Amendment and the Settlement Agreement will be interpreted and construed in favor of this Amendment.

13 **AMENDED DEFINITIONS**

14 The following amended definitions are now applicable to the Settlement Agreement:

- 15 1. “Aggrieved Employees” means all individuals employed by Defendants as non-exempt
16 employees in California at any time during the period from January 27, 2022 **through October 10, 2024**.
17 2. “Settlement Period” means January 27, 2022 **through October 10, 2024**.

18
19 **IT IS SO STIPULATED.**

20 **PLAINTIFF**

21 Dated: _____

Andres Cedeno Olivo

22 **DEFENDANTS**

23 Dated: May 20, 2025

24 

Ashwin Khanna (May 20, 2025 10:22 PDT)
Ashwin Khanna for Khanna Enterprises II, Limited
25 Partnership; Khanna Enterprises IV Limited
26 Partnership; Khanna Enterprises VI, LP; and Khanna
27 Enterprises, Ltd.
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