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Superior Court of California,
 County of Solano

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By: K. Schoenberg, Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 COUNTY OF SOLANO
 (UNLIMITED JURISDICTION)**

ROSARIO PEREZ HERNANDEZ and
 VANESSA HERNANDEZ, on behalf of
 themselves and all others similarly situated,

Plaintiffs,

vs.

SAHAJANAND INVESTMENT, LLC, a
 California Limited Liability Corporation;
 AKSHAR HOSPITALITY, LLC, a California
 Limited Liability Corporation; SUNHIL
 KHATRI, an individual; NEVILLE
 PARUJANWALA, an individual;
 HARISHCHANDRA PARUJANWALA; an
 individual; PRATIMA PARUJANWALA, an
 individual; and DOES 1-50, inclusive,

Defendants.

CASE NO. CU23-04949

CLASS ACTION

**DECLARATION OF VIRGINIA VILLEGAS
 IN SUPPORT OF PLAINTIFFS'
 UNOPPOSED MOTION FOR
 PRELIMINARY APPROVAL OF CLASS
 ACTION SETTLEMENT**

Date: November 18, 2025

Time: 9:00 a.m.

Dept: 3

Judge: The Honorable Stephen Gizzi

Filed: October 26, 2023

1 I, Virginia Villegas, do hereby declare as follows:

2 1. I am an attorney duly licensed to practice in the state of California and am the principal
3 in the law firm of THE VILLEGAS LAW FIRM, APC. (hereinafter "TVLF"). I am one of the attorneys
4 of record for Plaintiffs in the above-captioned matter, and if called as a witness I could and would
5 competently testify to each of the matters stated herein.

6 2. I make this declaration in support of Plaintiffs' Unopposed Motion for Preliminary
7 Approval of Class Action Settlement.

8 **EDUCATION AND EXPERIENCE**
9

10 3. I am an experienced class action litigator, with particular experience in litigating similar
11 wage and hour class cases. I have been representing workers in discrimination and wage and hour class
12 actions since 2001, when I started working in private practice.

13 4. TVLF specializes in class action litigation in state and federal court. A substantial
14 number of our class action cases are wage-and-hour cases, including the instant case. TVLF is regarded
15 as one of the leading small private plaintiff's firms in employment and civil-rights class actions. My
16 work in this area over the last twenty-four years has led to favorable judgments and settlements that
17 have recouped millions of dollars for thousands of workers throughout California.

18 5. My firm represents (or has recently represented) workers in litigation in the counties of
19 Los Angeles, Marin, Kern, San Joaquin, San Luis Obispo, Sacramento, Monterey, San Benito,
20 Alameda, Contra Costa, San Francisco, Riverside, San Mateo, Yolo, Santa Cruz, Fresno, Stanislaus,
21 Napa, Santa Barbara, Santa Clara, and Sonoma. TVLF has acted or is acting as class counsel in
22 numerous cases. A partial list of the representative and wage and hour class actions that I have
23 litigated as lead or co-counsel include: *Herrera v. OnTrac Logistics et.al*, (U.S. District Court,
24 Northern District – Case No. 3:25-CV-00022-RFL). In litigation. Class action and PAGA case
25 alleging misclassification of delivery drivers and failure to pay minimum, overtime, and double time
26 wages, failure to provide compliant meal and rest periods, failure to maintain accurate time and payroll
27 records, failure to provide accurate itemized wage statements, and failure to reimburse for necessary
28 business expenses, to delivery drivers throughout California; *Sibaja et al. v. Plastic Industries, Inc.*,

(Fresno County Superior Court Case No. 21CECG01864). On February 14, 2024, the Court granted final approval of a class action settlement in the amount of \$1,000,000 for failure to pay regular and overtime wages, failure to provide compliant meal and rest periods, failure to maintain accurate time and payroll records, and failure to provide accurate itemized wage statements to factory workers in Defendant's Fresno and Corona facilities; *Gatlin v. Anheuser-Busch, LLC, et al.* (Alameda County Superior Court Case RG19015524); On January 9, 2024, the Court granted final approval of a class action and PAGA settlement in the amount of \$2,000,000.00 for failure to pay overtime wages, failure to provide meal and rest breaks, failure to provide accurate itemized wage statements, and failure to maintain accurate time and payroll records to delivery drivers, and PAGA penalties; *Garcia et al. v. Universal Building Services and Supply Co. et al.* (Alameda County Superior Court Case RG17887036); On October 24, 2023, the Court granted final approval of a class action and PAGA settlement in the amount of \$3,550,000.00 for failure to pay regular, minimum, and overtime wages, failure to provide meal and rest breaks, failure to provide accurate itemized wage statements, and failure to maintain accurate time and payroll records for janitors, and PAGA penalties; *Lizarraga et al. v. Growers Choice et al.* (U.S. District Court, Eastern District – Case No. 2:19-cv-00526-TLN-DB). On February 15, 2022, the federal District Court granted final approval of the class action settlement for failure to pay regular and overtime wages, failure to provide meal and rest periods, and failure to provide accurate itemized wage statements to 480 farm workers in the amount of \$2,650,500, plus attorneys' fees and costs. *Villanueva et al. v. Dech Foods, LLC, et al.* (San Francisco County Superior Court Case No. CGC-16-555202). On June 15, 2022, the Court granted final approval of the class action and PAGA settlement for failure to pay regular and overtime wages, failure to provide meal and rest periods, failure to maintain accurate payroll records and failure to provide accurate itemized wage statements to 2085 restaurant workers in the amount of \$550,000. *Cruz v. Las Montañas Market, Inc.* (Contra Costa County Superior Court Case No. MSC17-00330). On March 12, 2021, the Court granted final approval of a class action settlement in the amount of \$1,600,000 for failure to pay regular and overtime wages, failure to provide meal and rest periods, and failure to provide accurate itemized wage statements to 1,476 grocery store workers; *Paez, et al. v. Southern Response Services, et al.* (Sonoma Superior Court Case No. SCV262199). Final Approval of class action settlement for

failure to pay regular and overtime wages, failure to provide meal and rest periods, and failure to provide accurate itemized wage statements to laborers; *Camorlinga et al. v. ZARA USA, INC.* (Santa Clara County Superior Court Case NO. 18CV332991). On August 23, 2019, the Court granted final Approval of a class action settlement for failure to pay overtime wages; failure to provide meal and rest periods, and failure to provide accurate itemized wage statements to misclassified department managers, assistant managers, floor supervisors, and head cashiers in the amount of \$1,820,000 and benefitting 242 workers; *Alvarado et al. v. Foothill Packing, Inc.* (Sonoma County Superior Court Case No. SCV-257496). Final approval of class action settlement for failure to pay regular, minimum wages, overtime, and failure to provide meal and rest breaks to farm workers; *Molina v. Cacique, Inc.* (Los Angeles County Superior Court Case No. BC603600). On January 18, 2019, the Court granted final Approval of a class action settlement for failure to pay regular and overtime wages; failure to provide meal and rest periods, and failure to provide accurate itemized wage statements to 26 delivery drivers in the amount of \$400,000; *Chavez et al. v. RWR Construction, Inc.* (San Francisco County Superior Case No. CGC-17-561618). On December 27, 2018, the Court granted final approval on a class action settlement in the amount of \$600,000, where Plaintiffs alleged failure to pay regular and overtime wages and failure to provide meal and rest breaks to 104 construction workers; *Zuranich et al. v. SMRWC, Inc, d/b/a SERVICEMASTER DISASTER RESTORATION, et al.* (Alameda County Superior Court Case No. RG15762941). Final approval of Class action settlement for failure to pay minimum and overtime wages, and failure to provide meal and rest breaks; *DeLeon et al. v. Galaxy Desserts, (California) Inc.,* (Contra Costa County Superior Court Case No. C15-01233). Wage and hour class action settlement for failure to pay minimum and overtime wages, and failure to provide meal and rest breaks to factory workers); *Meza, et al. v. S.S. Skikos Inc. dba Skiko's Trucking, et al.* (Case No. 3:15 CV-01889-TEH) (Northern District of California). Final approval of class action settlement for off the clock work by, and failure to provide overtime compensation to, truck drivers; *Vidales et al. v. Windset Farms (California), Inc. et al.* (Santa Barbara County Superior Court Case No. 1456106). Final approval of class action settlement for failure to pay overtime wages and failure to provide meal and rest breaks to farmworkers in Santa Maria); *Corona, et al. v. Plumpjack Hotels, LLC, et al.* (San Francisco Superior Court Case No. CGC 13-530923). Final approval of class action

1 settlement for failure to provide meal and rest breaks and overtime wages to hotel workers; *Ochoa et*
2 *al. v. Paeteria La Michoacana* (Los Angeles County Superior Court Case No. BC455260). Wage and
3 hour class action settlement for failure to provide meal and rest breaks and overtime wages to delivery
4 truck drivers); *Martinez v. Jatco* (Alameda County Superior Court Case No. RG08397316.) Wage and
5 hour class action settlement for failure to provide meal and rest breaks and overtime wages to machine
6 operators); *Aponte v. Marquez Brothers International, Inc., et al.* (Marin County Superior Court Case
7 No. CV-060262). Final approval of class action settlement for failure to pay overtime wages and meal
8 and rest breaks to drivers and merchandizers); *Gutierrez, et al. v. McDonalds Marin* (Marin County
9 Superior Court Case No. CIV-043269). Final approval of wage and hour class action settlement for
10 failure to pay overtime and rest and meal breaks to restaurant workers; *Romero, et al. v. Cuadra*
11 *Construction, Inc.* (Case No. RG 04184739) (Alameda County Superior Court). Settlement of
12 representative action on behalf of approximately 90 electrical workers; *Sandoval v. Excel Building*
13 *Services, LLC* (Case No. CGC-05-445660) (San Francisco County Superior Court). Final approval on
14 behalf of 97 low-wage, primarily monolingual Spanish-speaking janitorial workers; *Ramirez v. Closet*
15 *Factory, Inc.* (Case No. BC337089) (Los Angeles County Superior Court). Final approval of class
16 action settlement of overtime and related wage claims for approximately 400 production and
17 installation workers.

18 6. My professional qualifications include the following:

19 a. I am a 1995 graduate of UC Law, San Francisco (formerly known as “UC
20 Hastings College of Law”). I was admitted to the practice of law in California in December 1995 and
21 have been practicing since then with an emphasis on individual actions, class actions and other types of
22 representative actions on behalf of low-wage and Latino immigrant workers.

23 b. In May 2001, I co-founded the firm that subsequently became known as The
24 Villegas Law Firm, APC. My firm has been a plaintiffs-side firm dedicated exclusively to representing
25 workers in wage and hour class actions, employment discrimination, and related civil rights matters.

26 c. Prior to co-founding my firm, I worked at La Raza Centro Legal, Inc. (“Centro
27 Legal”), a non-profit, public interest law firm located in San Francisco, California. I started working at
28 Centro Legal as a Jesuit volunteer in August 1995. Later, as an attorney there, I represented low-income

1 and Latino workers who looked to Centro Legal for help in asserting their workplace rights. Between
2 August 1996 and May 2001, I was the Project Coordinator of the Workers' Advocacy Project, a
3 specialized unit of Centro Legal that handled all employment law related matters. At Centro Legal, I
4 assisted over 500 clients recover their unpaid wages. I represented clients before the State Labor
5 Commissioner in over 50 hearings, of which I was successful in recovering my client's wages in all but
6 two cases. I also represented clients before the California Civil Rights Department (formerly
7 Department of Fair Employment and Housing) and the Federal Equal Employment Opportunities
8 Commission.

9 d. For the past 30 years, my law practice has been devoted to representing workers
10 in wage and hour class actions and other employment and civil rights matters. I was named as a Northern
11 California Super Lawyer in 2019, 2020, 2021, 2022, 2023, 2024, and 2025.

12 e. I am fluent in Spanish and I am frequently interviewed by the local Spanish
13 broadcast television news networks Telemundo and Univision regarding recent developments in
14 employment law that impact low wage and immigrant workers in California.

15 f. I am a regular guest lecturer at UC Law, San Francisco's Individual
16 Representation Clinic and have been a guest lecturer and panel discussion member on the topic of
17 representing low wage earners in civil rights litigation at various professional conferences, with the most
18 recent in June 2024 at the National Employment Lawyers Association's Conference in Philadelphia,
19 Pennsylvania.

20 g. From the Spring of 2015 until 2021, I served as an adjunct professor at UC Law,
21 San Francisco, teaching Interviewing and Counseling Clients and coaching the UC Law's' Client
22 Counseling Team. In the Spring of 2025, I served as an adjunct professor at UC Law, San Francisco and
23 co-taught, Representing Spanish Speaking Clients, entirely in Spanish.

24 h. I have been asked to provide testimony before the California State Assembly's
25 Labor and Employment Committee regarding proposed legislation that impacts California workers.

26 i. I am the Chair of the Board of Directors of the California Rural Legal Assistance
27 Foundation, and a Board Member of Legal Aid at Work (formerly known as Legal Aid Society
28 Employment Law Center). I am also a member of the California Employment Lawyers Association, the

San Francisco Trial Lawyers Association, California Lawyers Association – Labor and Employment Section, the San Francisco Bar Association, the Alameda County Bar Association, the National Employment Lawyers Association, the SF Bay Area Labor & Employment Committee of the National Lawyers Guild, American Association for Justice, and the Consumer Attorneys of California.

j. I am also a Volunteer Attorney with Legal Aid at Work’s Workers’ Rights Clinic, where free and confidential information is provided to workers about their legal rights as well as the steps they can take to protect and assert those rights.

k. I have taught workers’ rights classes at the City College of San Francisco. Additionally, I have conducted workers’ rights presentations at various community organizations in the Bay Area to educate workers about their employment and labor rights.

l. During the Fall 2011 Semester I also served as a Visiting Clinical Professor at Golden Gate University’s Women’s Employment Rights’ Clinic. Under my supervision, law students advised, counseled, and represented clients in a variety of employment-related matters, including wage and hour violations, discrimination, and unemployment insurance benefits.

PROCEDURAL HISTORY

7. On March 20, 2023, prior to filing their civil complaint, Plaintiffs served Defendants with a demand letter alleging that, among other things, they willfully and knowingly engaged in conduct that violated the California Labor Code and wage and hour regulations and asserted such claims on behalf of themselves and other similarly situated employees, who worked for Sahajanand and/or Akshar. The demand letter also included a request for Perez’ personnel files (since at that time TVLF was not representing Hernandez), wage statements, and documents relating to Perez obtaining and retaining employment. In response, Sahajanand produced records on April 17, 2023, and Akshar produced records on May 1, 2023, and June 2, 2023.

8. On March 22, 2023, Perez provided notice to the Labor & Workforce Development Agency (“LWDA”) to comply with the statutory exhaustion requirements of Labor Code Section 2699.3, to preserve the ability to seek penalties pursuant to PAGA. On October 20, 2023, Perez provided a second notice to the LWDA specifically indicating violations caused by the individual defendants.

9. On October 26, 2023, Plaintiffs filed their original Complaint that included eight causes of action against Sahajanand and Akshar.

10. On January 24, 2024, more than 65 days after serving the second LWDA letter, Plaintiffs filed their FAC, alleging nine causes of action: (1) Failure to Compensate for All Hours Worked (Violation of Labor Code §§ 200, 204, 218.5, 218.6, 1194, 1194.2, 1197, and 1197.1); (2) Failure to Pay Overtime Wages (Violation of Labor Code §§ 218.5, 218.6, 510, 1194, and IWC Wage Order 5-2001); (3) Failure to Provide, Authorize, Permit, and/or Make Available Meal and Rest Periods (Violation of Labor Code §§ 226.7, 512, IWC Wage Order 5-2001); (4) Unpaid Wages and Waiting Time Penalties (Violation of Labor Code §§ 201-203, 204, 218.5, and 218.6); (5) Failure to Provide Itemized Wage Statements (Violation of Labor Code § 226); (6) Failure to Maintain Accurate Time and Payroll Records (Violation of Labor Code §§ 1174, 1174.5, and IWC Wage Order 5-2001); (7) Individual liability for Labor Code Violations (Violation of Labor Code § 558.1); (8) Unfair Competition in Violation of California Business and Professions Code (Violation of Business and Professions Code §§ 90.5 and 17200 *et seq.*); and (9) Violation of the California Private Attorneys General Act of 2004 (Labor Code § 2698, *et seq.*)

11. On April 1, 2024, Sahajanand and the individual defendants filed their Answer to Plaintiffs' FAC making a general denial and asserting 36 affirmative defenses, and on April 3, 2024, Akshar filed its Answer to Plaintiffs' FAC, making a general denial and asserting 47 affirmative defenses.

INVESTIGATION AND INFORMAL DISCOVERY

12. Plaintiffs propounded document requests and form interrogatories to Sahajanand and Akshar on March 8, 2024, and propounded document requests and form interrogatories to the individual defendants on April 4, 2024.

13. However, based upon the representations of Defendants' counsel that the financial condition of the corporate defendants and the individual defendants is distressed and the desire of both Plaintiffs and Defendants to conserve resources for a settlement on behalf of the class, Plaintiffs agreed that the parties would engage in direct settlement negotiations after Defendants provided

informal discovery and financial documentation.

14. To that end, instead of providing formal responses to Plaintiffs' discovery requests, Defendants provided and Plaintiffs' counsel conducted an extensive review of relevant documents, including (1) class data (number of class members in the class period at each of the locations owned/operated by the Defendants, hire/termination date, number of pay periods worked by each class member, position title, and final rate of pay), (2) 768 pages of time and payroll data for the named Plaintiffs and 16 other employees; and (3) financial records of the corporate and individual defendants, including a declaration signed under penalty of perjury regarding the management and financial condition of the hotels by Sunil Khatri, profit and loss reports for Sahajanand and Akshar, tax returns for 2021-2023 for Sahajanand and Akshar, and Hotel Statistics regarding performance and revenue statistics for 2024.

15. Plaintiffs' counsel also conducted independent research and investigations regarding the financial condition of the corporate and individual Defendants and found that the Defendants have a substantial amount of debt. Sahajanand has 9 UCC filings and Akshar has at least 3. With that information the parties entered into arms-length settlement negotiations.

DIRECT NEGOTIATIONS AND SETTLEMENT

16. Counsel for Plaintiffs and Defendants had significant discussions about settlement, the information regarding the facts of the case, Defendants' financial condition, and the parties' respective positions on the applicable law. As result of those continued negotiations over several months via telephone and email, the parties were able to reach an agreement in principle on December 17, 2024. Subsequently, after several months of negotiating the principal terms of the settlement agreement, the parties signed a Memorandum of Understanding on May 9, 2025, and agreed to prepare a long form settlement agreement to resolve their disputes, which is embodied in the Joint Stipulation And Settlement Agreement that was ultimately executed by the parties on July 22, 2025.

17. The investigation, informal discovery, and analysis of class data and financial information that Plaintiffs' counsel conducted allowed them to make a realistic assessment of the merits, risks of Defendants filing for bankruptcy considering Defendants' financial condition, and

defenses of the Class claims and risks associated with the claims alleged. The terms of the Settlement are premised on objective evidence that has been weighed in light of the precarious financial condition of Defendants, the risks and expense of continued litigation.

DAMAGE ANALYSIS AND REASONABLENESS OF SETTLEMENT

18. As detailed above, Plaintiffs' counsel devoted a significant amount of time and resources towards investigation and informal discovery and performed an analysis of the time and payroll data, and other records pertaining to the claims asserted by Plaintiffs as they pertain to them and approximately 200 other putative class members. The parties also engaged in thorough research and analysis of the applicable law, Defendants' financial condition, potential defenses, and carefully assessed the risks of costs of further litigation.

19. Plaintiffs base their damages analysis on the review and audit of time and payroll records produced by Defendants pursuant to the parties' agreement for informal discovery. Defendants provided an anonymized class list with dates of employment/termination of each class member, number of pay periods worked by each class member during the class period, position title, and rates of pay. In addition, both the corporate defendants and the individual defendants provided documentation of their financial condition, including a declaration signed under penalty of perjury regarding the management and financial condition of the hotels by Sunil Khatri, profit and loss reports for Sahajanand and Akshar, tax returns for 2021-2023 for Sahajanand and Akshar, and Hotel Statistics regarding performance and revenue statistics for 2024, showing significant losses. Plaintiffs' counsel also conducted independent research regarding the financial condition of the corporate and individual Defendants and found that the Defendants have a substantial amount of debt. Sahajanand has 9 UCC filings and Akshar has at least 3.

20. Plaintiffs' damages analysis specifically included calculations for: (1) backpay for previously earned, but unpaid minimum and overtime wages; (2) missed meal premiums; (3) premiums for missed rest periods; (4) penalties for non-compliant itemized wage statements for those employees employed within one year of the filing of the complaint; (5) waiting time penalties; (6) interest on unpaid wages and rest and meal premiums; (7) PAGA penalties.

1 21. Plaintiffs' Counsel used the data provided by Defendants and information obtained
2 from Plaintiffs, to calculate the average amount of unpaid hours per pay period. Based on the average
3 number of unpaid hours, the unpaid wages owed (including resulting overtime) to Plaintiffs and the
4 other class members were then projected using the number of pay periods each person worked during
5 the class period and multiplied by each class members' hourly rate as provided by Defendants in the
6 class list.

7 22. Based on the information obtained and analysis of the documents and the payroll data
8 provided by Defendants, Plaintiffs' counsel found the following: Workers were paid every two weeks
9 with a total of 26 pay periods per year. Comfort Inn employed 95 workers during the class period and
10 Quality Inn employed 102 workers during the class period for a combined total of 197 workers.
11 However, of those 197 workers, 29 worked at both locations, therefore there were 168 unique workers.
12 Of the 168 workers, approximately 139, were former employees. Class members worked different
13 number of pay periods during the class period and the number of pay periods they worked was
14 calculated based on their dates of employment within the class period. For those who worked at both
15 locations, the number of pay periods for each location were added together. Class members, including
16 Plaintiffs, allege that they were routinely paid at the regular rate for overtime hours worked when they
17 worked at both of Defendants' locations on the same day, or were issued a separate check for overtime
18 hours worked at the regular rate. Class members, including Plaintiffs, also allege that they were not
19 provided with rest periods, and that each employee that worked at least 6 hours in a day had 30
20 minutes regularly deducted as a meal period even though meal periods were not provided, resulting in
21 unpaid minimum wages for the 30 minutes that were deducted. Based on that, Plaintiffs calculated an
22 average of \$53 per pay period of unpaid regular and overtime wages owed to each class member.

23 23. Although Plaintiffs alleged that they were not able or permitted to take rest periods,
24 Plaintiffs only calculated 8 missed rest periods per pay period at the reported hourly rate. Similarly,
25 although Plaintiffs alleged that they were unable or not permitted to take meal periods, Plaintiffs
26 calculated only 5 missed meal periods per pay period at the reported hourly rate.

27 24. Plaintiffs alleged that Defendants regularly failed to compensate Plaintiffs and the Class
28 for all hours worked, failed to pay premiums for missed or non-compliant meals and rest periods, and

1 accordingly failed to include all hours worked and wages paid on Plaintiffs' and the Class's itemized
2 wage statements, resulting in Labor Code § 226 violations. These penalties were calculated for each
3 pay period for those workers employed as of October 26, 2022 (one year back from the filing of the
4 complaint). Based on the Class list, 66 Class Members are not eligible for 226 penalties because they
5 were no longer employed as of October 26, 2022. Plaintiffs' counsel then calculated \$50 for the initial
6 violation and \$100 for each subsequent violation. Where the total exceeded \$4000, the penalties were
7 limited to the maximum allowed.

8 25. Plaintiffs alleged that Defendants regularly failed to compensate Plaintiffs and the Class
9 for all hours worked and failed to pay premiums for missed or non-compliant meal and rest periods.
10 Accordingly, all former employees are entitled to Labor Code § 203 penalties for failure to pay all
11 wages due at the time of separation from employment. These penalties were conservatively calculated
12 for 139 former employees (assuming they were owed any wages) at 6 hours per day and did not
13 include overtime, for 30 days at Class Members' final rate of pay as provided by Defendants.

14 26. In evaluating the potential PAGA penalties, Plaintiffs calculated the number of pay
15 periods each class member was employed as of October 20, 2022 (one year back from the date the
16 PAGA letter was submitted to the LWDA) and calculated 1261 pay periods for the two locations
17 owned/operated by Defendants. This total assumed that the class members worked every pay period in
18 the covered period and that each violation occurred each pay period. Accordingly, Plaintiffs calculated
19 PAGA penalties for both locations as follows:

- 20 • Labor Code § 226.3 penalties (failure to provide accurate wage statements pursuant to
21 Labor Code § 226) – at the initial violation rate of \$250 per pay period per aggrieved
22 employee pursuant to Labor Code § 226.3, totaling approximately \$315,250.
- 23 • Labor Code § 558 penalties (failure to pay off-the-clock wages, OT, meal and rest
24 premiums, and untimely payment of all wages in violation of Labor Code §§ 1194,
25 510, 1198, and 201-203) – at the initial violation rate of \$50 per pay period pursuant
26 to Labor Code § 558, totaling approximately \$63,050.

- Labor Code §§ 512 and 226.7(a) (failure to provide compliant meal and rest periods)
– at the initial violation rate of \$100 per pay period, pursuant to Labor Code § 2699(f),
totaling approximately \$\$126,100.

27. Based on this analysis, Plaintiffs used the following “soaking wet” numbers for negotiations:

<u>Unpaid minimum and overtime wages:</u>	<u>\$131,254.50</u>
<u>Unpaid meal premiums:</u>	<u>\$309,058.50</u>
<u>Unpaid rest premiums:</u>	<u>\$386,322.75</u>
<u>Itemized Wage Statement Penalties:</u>	<u>\$94,425.00</u>
<u>Waiting Time Penalties:</u>	<u>\$411,975.00</u>
<u>Interest on Unpaid Wages:</u>	<u>\$13,125.00</u>
<u>Interest on unpaid premiums:</u>	<u>\$48,676.69</u>
TOTAL:	<u>\$1,398,837.44</u>
PAGA Penalties:	\$398,550.00
COMBINED TOTAL:	<u>\$1,793,387.44</u>

28. These figures assumed complete success on every claim and penalty claim, and that every claim would be certified. It also assumed that the Court would award the maximum penalties allowed.

29. Plaintiffs’ damages analysis provided a starting point for negotiations. The final settlement amount takes into account the financial information provided by Defendants and independently obtained by Plaintiffs, showing significant financial distress and that Defendants were operating at a loss since at least 2020. Additionally Plaintiffs also took into account the information related to time and payroll provided by Defendants, arguments made by Defendants, substantial risks inherent in any wage-and-hour case, the likelihood that certain claims would not be certified, the adequacy of the named Plaintiffs, the likelihood that the Court would reduce the amount of any PAGA penalties awarded, as well as the specific defenses asserted by Defendants.

30. As negotiations progressed, counsel began factoring in the risk associated with a case of this type involving unpaid regular and overtime wages, allegations of non-compliant meal and rest break claims that would rise or fall if a fact finder finds that the records maintained and produced by

1 Defendants are to be relied upon even though Plaintiffs and class members allege they are inaccurate
2 and unreliable.

3 31. Defendants also argued that there was no uniform policy or practice of failing to pay all
4 wages owed or failing to provide meal and rest periods susceptible to resolution on a class-wide basis.
5 Defendants further assert that there is no duty to record rest periods, so class members' failure to clock
6 in or out for all rest periods does not prove any violations. If the unpaid wage claims and meal and
7 rest violations failed, the resulting penalties and interest would also fail.

8 32. Broadly, Defendants deny all of the claims, contentions, and each and every allegation
9 made by Plaintiffs and deny that any alleged conduct was willful on their part. Defendants further
10 contend that Plaintiffs are not proper class representatives and will not be able to certify or prevail on
11 their claims. Defendants argue that this case is not suitable for class treatment and that they fully
12 complied with their legal obligations with respect to the payment of wages, maintenance of accurate
13 time and payroll records, provision of meal and rest breaks and that they provided compliant itemized
14 wage statements.

15 33. Moreover, Defendants' precarious financial condition could result in Defendants not
16 being able to pay any judgment even if Plaintiffs were successful in all their claims. As a result of this,
17 counsel throughout the negotiations factored in the various risks to Plaintiffs and the putative class
18 members and the numbers exchanged reflected these considerations.

19 34. While Plaintiffs' counsel is confident that Plaintiffs would succeed on liability,
20 continued litigation would be even more costly and more time-consuming than it already has been,
21 with no guarantee of a successful outcome and the possibility of zero recovery due to Defendants' dire
22 financial circumstances.

23 35. If litigation were to proceed, Plaintiffs would be required to conduct formal discovery,
24 move for class certification, establish class-wide liability, and then prove up various issues regarding
25 damages. Such efforts would also require expending even more resources, would possibly necessitate
26 expert witness testimony and significant additional litigation. As to the PAGA claims, the Court could
27 exercise its discretion to reduce or eliminate PAGA penalties. By contrast, the Settlement herein
28 ensures timely relief and recovery of some of the wages, premiums, and penalties Plaintiffs contend

are owed to the Settlement Class.

36. Based on Plaintiffs' counsel's experience as class action attorneys, the risks associated with these issues make class certification uncertain. Accordingly, throughout the negotiations, Plaintiffs and their counsel factored in the various risks to their claims and those of the putative class; and the numbers exchanged throughout the negotiations reflected these considerations. The final settlement amount takes into account the substantial risks inherent in any wage-and-hour class action, as well as the specific defenses asserted by Defendants, plus the high likelihood of not being able to collect any potential judgment.

SUMMARY OF SETTLEMENT

37. Recognizing the critical opportunity to resolve the matter for the benefit of both the putative class and Defendants, the settlement negotiations were non-collusive, adversarial, and at arm's length, as required for appropriate class action settlements. Plaintiffs, the class, and its counsel, on the one hand, and Defendants and their counsel, on the other hand, agree that the settlement is fair and equitable to both sides given the circumstances.

38. The Net Settlement Amount of \$72,500.00 derived from a Gross Settlement Amount of \$150,000.00 is fair and just relief to all Settlement Class Members. According to Defendants' records, the Settlement covers approximately 200 Settlement Class Members (29 of which overlap in the two locations owned/operated by Defendants), including Plaintiffs.

39. Because the approximately 200 Settlement Class Members did not earn the same wage rate nor work the same number of workweeks during the covered period, the Net Settlement Amount will be divided based on their weeks worked. If the Net Settlement Amount were to be divided equally by the approximately 200 class members, each would receive approximately \$362.50, less required payroll taxes. If the net settlement amount were to be divided equally by the 168 workers, (not counting the workers that worked at both locations twice), each class member would receive \$525.36, less required payroll taxes.

40. Plaintiffs recognize the risk of prevailing on class certification or establishing a trial plan to show common liability. Considering Defendants' arguments, Plaintiffs recognize there is a risk

1 that class certification may not be granted outside the settlement context. Further, Plaintiffs claims are
2 dependent on a trier of fact accepting Plaintiffs' position that Defendants' records are unreliable and
3 should not be considered. Moreover, there's a risk that Plaintiffs' claims are not similar to class
4 members, especially if not all class members worked at both of Defendants' locations and therefore
5 may not have incurred overtime wages.

6 41. In light of the facts uncovered, the risks posed by Defendants' defenses, and the risks as
7 to class certification, the parties have concluded that this action should be settled to avoid the expense
8 and risk of further legal proceedings. Given all of these risks, and assessing the reasonable settlement
9 value of the claims, the Settlement of \$150,000.00 is fair, reasonable, adequate, and in the best interest
10 of the Class Members given the circumstances.

11
12 **SERVICE AWARD**

13 42. The proposed class representatives, Rosario Perez Hernandez and Vanessa Hernandez
14 have at all times been willing and able to aggressively and competently assert the interests of the
15 Settlement Class members.

16 43. Plaintiffs were formerly employed by Defendants. Plaintiffs have taken an
17 extraordinary step to challenge their former employer's actions by bringing this action. Plaintiffs have
18 thus carried all the burdens of litigating it while others were reluctant or unwilling to come forward to
19 assist them in pursuing their claims. Plaintiffs did so in the belief that they, and the members of the
20 Class, were, in fact, entitled to the relief sought in this case. Plaintiffs' actions have resulted in a
21 substantial recovery for the members of the Class, and the service award they seek is reasonable.

22 44. Plaintiffs fully participated in the analysis and planning of this action throughout the
23 pendency of the litigation.

24 45. They were closely engaged in the nature and extent of settlement discussions, and
25 thoughtfully approved multiple rounds of negotiations and the ultimate settlement with Defendants.

26 46. Throughout this litigation, Plaintiffs worked with their counsel regarding the claims
27 against Defendants, produced information and documents relevant to the action, provided lengthy
28 responses to inquiries and questions.

48. In my experience, employees who sue their employers are particularly vulnerable to retaliation. Given the ease with which prospective employers can run a background check, including a simple internet search for court records, filing a lawsuit against an employer can negatively impact future employment opportunities. Plaintiffs in employment actions can be blacklisted by prospective future employers who perceive them as “trouble makers.” For these reasons, many employees are understandably unwilling to risk jeopardizing their future employment by complaining about their employer’s unlawful practices, much less by filing a class or representative lawsuit against their employer on behalf of their fellow employees.

ATTORNEYS' FEES AND COSTS

49. With regard to Class Counsel's fees, Class Counsel requests a common fund fee equal to thirty-three and a third percent (33.3%) of the Total Gross Settlement Amount, or \$50,000.00. That sum accounts for all of the services provided by Class Counsel in this case including: meeting with, explaining documents to the Plaintiffs; preparing the demand letter, preparing the initial and subsequent letter to the LWDA, conducting substantial informal and formal discovery, including propounding Request for Production to Documents and Form Interrogatories to both corporate defendants and all four individual defendants; investigation and interviewing Plaintiffs; drafting the original and First Amended Complaint; reviewing time and payroll records and preparing and revising damage analyses; directly negotiating with Defendants' counsel via telephonic and email communications to reach this Agreement; drafting and revising the MOU and the Settlement Agreement; drafting and revising this Motion, and any and all work that will be required to implement the Settlement (assuming that it is preliminarily approved).

50. TVLF's current lodestar for hours expended on the litigation is \$175,544.30. This amount will increase for preparation of the final approval papers, preparation and attendance at any remaining hearings, correspondence and communications with Settlement Class Members, and settlement administration and oversight.

1 51. TVLF's costs to date are \$2381.41 and will increase after the filing of this motion and
2 the final approval motion but are unlikely to hit the cap. The costs will be capped at \$10,000. They are
3 also recoverable from the Total Gross Settlement Amount.

4 52. Given the current lodestar and costs, the amount of attorney's fees and costs sought, and
5 that will be fully briefed and addressed at final approval, are imminently reasonable.

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

8
9 Executed on July 23, 2025, in San Francisco, California.

10
11 
12 _____
13 VIRGINIA VILLEGAS

INDEX TO EXHIBITS

EXHIBIT 1	JOINT STIPULATION AND SETTLEMENT AGREEMENT OF CLASS ACTION AND PAGA CLAIMS WITH NOTICE MATERIALS (EXH. A)
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EXHIBIT 1

JOINT STIPULATION AND SETTLEMENT AGREEMENT OF CLASS ACTION
AND PAGA CLAIMS

This Joint Stipulation and Settlement Agreement of Class Action and PAGA Claims (“Stipulation of Settlement” or “Settlement” or “Settlement Agreement”) is made and entered into by and between (a) Rosario Perez Hernandez and Vanessa Hernandez (hereinafter referred to as “Class Representatives” or “Plaintiffs”), and on behalf of the Class and Aggrieved Employees (as defined below), and (b) Defendants Sahajanand Investment, LLC. (“Sahajanand”), Akshar Hospitality, LLC (“Akshar”), Sunhil (aka. Sunil) Khatri, Neville Parujanwala, Harishchandra Parujanwala, and Pratima Parujanwala (collectively “Defendants”) (Plaintiffs and Defendants are hereinafter collectively referred to as the “Parties”).

THE PARTIES STIPULATE AND AGREE as follows:

DEFINITIONS

1. “**Action**” shall mean the action entitled *Rosario Perez Hernandez, et al. v. Sahajanand Investment, LLC, et. al.*, Superior Court of California, Solano County Case No. CU23-04949.
2. “**Class Counsel**” shall mean Virginia Villegas, The Villegas Law Firm, APC.
3. “**Class Members**” shall mean all current and former non-exempt hourly employees employed by Defendants at Comfort Inn in Fairfield, California and/or Quality Inn in Vallejo, California, at any time from October 26, 2019, through September 30, 2024.
4. “**Class Period**” shall mean October 26, 2019, through September 30, 2024.
5. “**Class Released Claims**” shall have the meaning ascribed to it in Paragraph 65 below.
6. “**Class Representatives**” or “**Plaintiffs**” shall mean Plaintiffs Rosario Perez Hernandez and Vanessa Hernandez
7. “**Court**” shall mean the Superior Court of the State of California for the County of Solano.

8. **“Court’s Final Order and Judgment”** means the Final Order Approving Class Action and PAGA Settlement and Judgment in a form to be agreed upon by the Parties and approved by the Court.

9. **“Defendants’ Counsel”** shall mean Tatiana Dupuy, Gordon Rees Scully Mansukha, and Kenneth Moreno, Murchison & Cumming, LLP.

10. **“Effective Date”** shall have the meaning ascribed to it in Paragraph 39, below.

11. **“Final Approval Hearing”** shall mean the hearing where the Court shall consider, without limitations, any timely objections to the Settlement from Settlement Class Members, testimony from the Parties or their counsel, declarations regarding the claims process from the Settlement Administrator, and otherwise make a final determination regarding the fairness of the Settlement as set forth herein.

12. **“Gross Settlement Amount”** shall refer to One Hundred-Fifty Thousand Dollars and Zero Cents (\$150,000.00), excluding the corporate Defendants’ share of payroll taxes on the wage payments made to Settlement Class Members and payment to the Settlement Administrator, which shall be paid by Defendants separately and in addition to the Gross Settlement Amount.

13. **“Enhancement Award”** shall mean the payment made to Plaintiffs in their capacity as a Class Representatives, which sum is over and above Plaintiffs’ Individual Settlement Payments.

14. **“Individual Settlement Payment”** will be the portion of the Net Settlement Amount payable to a Settlement Class Member.

15. **“Net Settlement Amount”** shall have the meaning ascribed to it in Paragraph 43 below.

16. **“Notice of Proposed Settlement”** or **“Notice”** means the Notice of Pendency of Class Action in substantially the form attached hereto as Exhibit A, and as approved by the Court.

17. **“Operative Complaint”** shall mean the First Amended Class and Representative Action Complaint for (1) Failure to Compensate for All Hours Worked (Violation of Labor Code §§ 200, 204, 218.5, 218.6, 1194, 1194.21197, and 1197.1); (2) Failure to Pay Overtime Wages

(Violation of Labor Code §§ 218.5, 218.6, 510, 1194, and IWC Wage Order 5-2001); (3) Failure to Provide, Authorize, Permit, and/or Make Available Meal and Rest Periods (Violation of Labor Code §§ 226.7, 512, IWC Wage Order 5-2001); (4) Unpaid Wages and Waiting Time Penalties (Violation of Labor Code §§ 201-203, 204, 218.5, and 218.6); (5) Failure to Provide Itemized Wage Statements (Violation of Labor Code § 226); (6) Failure to Maintain Accurate Time and Payroll Records (Violation of Labor Code §§ 1174, 1174.5, and IWC Wage Order 5-2001); (7) Individual liability for Labor Code Violations (Violation of Labor Code § 558.1); (8) Unfair Competition in Violation of California Business and Professions Code (Violation of Business and Professions Code §§ 90.5 and 17200 *et seq.*); and (9) Violation of the California Private Attorneys General Act of 2004 (Labor Code § 2698, *et seq.*)

18. **“PAGA”** shall mean the California Labor Code Private Attorneys General Act, Labor Code §§ 2698 *et seq.*

19. **“PAGA Employees”** or **“Aggrieved Employees”** shall mean all persons who are Class Members who were employed at any time during the PAGA Period.

20. **“PAGA Employee Payments”** means the payment issued to each PAGA Employee for his/her/their share of the PAGA Payment.

21. **“PAGA Letters”** shall mean and refer collectively to the PAGA letter Plaintiffs sent to the LWDA on or about March 22, 2023, and on or about October 20, 2023, to include claims for PAGA penalties based on all claims alleged or related to the claims in the Operative Complaint.

22. **“PAGA Payment”** means the payment to the State of California Labor and Workforce Development Agency (“LWDA”) and the PAGA Employees in settlement of all claims for PAGA penalties.

23. **“PAGA Period”** shall mean March 22, 2022 (one year back from the date of the first letter to the LWDA to September 30, 2024.

24. **“Parties”** shall refer to the Plaintiffs and Defendants, each of whom is a “Party.”

25. **“Released Parties”** collectively shall encompass Defendants and any of their past,

present and future direct or indirect parents, subsidiaries, predecessors, successors and affiliates, as well as each of its past, present and future officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual, including but not limited to, Sunhil (aka. Sunil) Khatri, Neville Parujanwala, Harishchandra Parujanwala, and Pratima Parujanwala, or entity which could be jointly liable with Defendants.

26. **“Settlement Administrator”** shall mean ILYM Group

27. **“Settlement Class Members”** shall mean the individual Class Members who did not opt-out of the Settlement by submitting a valid request for exclusion as described in Paragraph 58 below.

RECITALS

28. In the Action, Plaintiffs alleged causes of action for (1) Failure to Compensate for All Hours Worked; (2) Failure to Pay Overtime; (3) Failure to Provide, Authorize, Permit, and/or Make Available Meal and Rest Periods; (4) Unpaid Wages and Waiting Time Penalties; (5) Failure to Provide Itemized Wage Statements; (6) Failure to Maintain Accurate Time and Payroll Records; (7) Individual liability for Labor Code Violations; (8) Unfair Competition in Violation of California Business and Professions Code; and (9) Violation of the California Private Attorneys General Act of 2004.

29. Following exchange and extensive review of relevant documents, class data, and financial records of the corporate and individual defendants, the Parties entered into arms-length settlement negotiations. After numerous rounds of discussions, the Parties reached a settlement in principle on December 17, 2024.

30. On May 9, 2025, the Parties executed a Memorandum of Understanding memorializing the principal terms of the Settlement and agreed to prepare this long-form settlement agreement.

31. Defendants deny any liability or wrongdoing of any kind whatsoever associated with the claims in the Action, and further deny that, for any purpose other than settling this Action, this Action is appropriate for class action or representative treatment.

32. It is the Parties' desire to fully, finally, and forever settle, compromise, and discharge all disputes and claims arising from or related to the allegations of this Action.

33. It is the Parties' intention that this Stipulation of Settlement shall constitute a full and complete settlement and release of all Class Released Claims and all PAGA Claims (as defined in Paragraphs 65 and 66 below) against all Released Parties.

34. It is the Parties' intention that this Settlement shall not become effective until the Effective Date, as defined in Paragraph 39 below.

35. Class Counsel have conducted a thorough investigation into the facts of this Action, including an extensive review of relevant documents and data, including financial documents from Defendants, and have diligently pursued an investigation of the Class Members' claims against Defendants. Based on their own independent investigation and evaluation, Class Counsel are of the opinion that the Settlement with Defendants is fair, reasonable, and adequate given the Defendants' financial condition, and is in the best interest of the Class Members in light of all known facts and circumstances, including the risks of the class not being certified, the defenses asserted by Defendants, and the demonstrated financial distress and weakness of the Defendants, which will be supported by a declaration by Defendants as part of the parties motion for preliminary approval. Defendants and Defendants' Counsel also agree that the Settlement is in the best interests of the Class Members. Counsel for the Parties further agree that the Settlement is fair, reasonable, and adequate with respect to civil penalties sought pursuant to PAGA.

36. The Parties agree to cooperate and take all steps necessary and appropriate to consummate this settlement in accordance with the terms of this Stipulation of Settlement, including that Defendants will provide a declaration regarding their financial distress and hardship in support of the motion for preliminary approval.

TERMS OF SETTLEMENT

37. In consideration of the mutual covenants, promises and agreements set forth herein, the Parties agree, subject to the Court's approval, to the terms herein.

38. It is agreed by and between Plaintiffs and Defendants that this Action and any claims, demands, liabilities, penalties, damages or causes of action of any kind whatsoever against Defendants claimed by Plaintiffs on behalf of themselves, the Class Members, and/or the PAGA Employees arising out of the disputes which are the subject of this Action, be settled and compromised, subject to the terms and conditions set forth in this Stipulation of Settlement and the Court's approval.

39. Effective Date: The Settlement embodied in this Stipulation of Settlement shall become effective when all of the following events have occurred ("Effective Date"): (i) this Stipulation of Settlement has been executed by Plaintiffs, Defendants, Class Counsel and Defendants' Counsel; (ii) the Court has given preliminary approval to the Settlement; (iii) the Notice has been sent to the Class Members, providing them the opportunity to object to the Settlement, and the opportunity to opt out of the Settlement; (iv) the Notice has been sent to the LWDA; and (v) the Court has held a formal fairness hearing and entered the Court's Final Order and Judgment. If the Court declines to approve the Settlement, the entire Stipulation of Settlement is deemed void and unenforceable as if no settlement of any claim was ever reached. All negotiations, statements and proceedings and data relating thereto shall be protected by California Evidence Code §1152 and shall be without prejudice to the rights of any of the Parties.

40. Gross Settlement Amount: To implement the terms of this Settlement, Defendants agree to pay a maximum total payment of One Hundred-Fifty Thousand Dollars and Zero Cents (\$150,000.00), which includes payments to Settlement Class Members (excluding any appropriate and lawfully required employer-side payroll taxes owed by corporate Defendants Sahajanand and Akshar on such payments which Sahajanand and Akshar shall be separately responsible for apart from the Gross Settlement Amount and payment for the Settlement Administrator fees), Enhancement Awards to the Class Representatives, the PAGA Payment, approved Class Counsel's

fees and litigation costs, and any other payments provided by this Settlement. Except as otherwise specified herein, Defendants shall not be required to pay any additional monies beyond the amount of the Gross Settlement Amount plus the employer-side payroll taxes and Settlement Administrator fees. Further, no portion of the Gross Settlement Amount shall revert to Defendants, and any amount of the Gross Settlement Amount not required to pay the above-referenced amounts shall be paid to the Settlement Class Members on a pro rata basis according to the formula contained herein.

41. Tax Treatment of the Gross Settlement Amount: The Parties agree that the Gross Settlement Amount will qualify as a settlement fund pursuant to the requirements of section 468(B)(g) of the Internal Revenue Code of 1986, as amended, and section 1.468B-1. *et seq.* of the income tax regulations. Furthermore, the Settlement Administrator is hereby designated as the “Administrator” of the qualified settlement funds for purposes of section 1.46B-2(k) of the income tax regulations. As such, all taxes imposed on the gross income of the Gross Settlement Amount and any tax-related expenses arising from any income tax return or other reporting document that may be required by the Internal Revenue Service or any state or local taxing body will be paid from the Gross Settlement Amount, except the corporate Defendant’s share of the employer payroll taxes.

42. Funding of Settlement Amount: Within sixty (60) calendar days after the Effective Date, Defendants shall transfer to the Settlement Administrator an amount equal to the Gross Settlement Amount plus Sahajanand’s and Akshar’s share of payroll taxes and the Settlement Administrator’s fee. The delivery of the Gross Settlement Amount, Sahajanand’s and Akshar’s share of payroll taxes, and the Settlement Administrator’s fee to the Settlement Administrator shall constitute full and complete discharge of the entire obligation of Defendants under this Settlement. Once Defendants have made such payments, Defendants will be deemed to have satisfied all terms and conditions under this Settlement, shall be entitled to all protections afforded to Defendants under this Settlement, and shall have no further obligations under the terms of the Settlement regardless of what occurs with respect to those sums.

43. Allocation of the Gross Settlement Amount: Subject to Court approval and the conditions specified in this Agreement, and in consideration of the mutual covenants and promises set forth herein, the Parties agree the Gross Settlement Amount shall encompass the following: (1) Class Counsel's fees and expenses; (2) the Plaintiffs' Enhancement Awards; (3) the PAGA Payment (including both the PAGA Payment to the LWDA and the PAGA Employee Payments); and (4) the Net Settlement Amount. After the deduction of the amounts approved for the Enhancement Awards to the Class Representatives, the PAGA Payment, Class Counsel's fees and expenses, the remainder shall be referred to as the Net Settlement Amount.

Settlement Class Members will receive a share of the Net Settlement Amount. The Parties agree that ten percent (10%) of the Net Settlement Amount distributed to each Settlement Class Member will be considered wages and will be reported as such to each Settlement Class Member on an IRS Form W-2. The Parties agree that ninety percent (90%) of the Net Settlement Amount distributed to each Settlement Class Member will be considered penalties, Liquidated damages, Non-taxable Damages, and interest and will be reported as such to each Settlement Class Member on an IRS Form 1099 misc., if applicable. The foregoing tax allocation shall not apply to the Enhancement Awards paid to Plaintiffs as the Plaintiffs will receive a 1099 for the total sum of the Enhancement Award. The Parties further agree that the PAGA payment distributed to each PAGA Member will be treated entirely as civil penalties and will be reported as such to each PAGA Member on an IRS Form 1099 misc., if applicable.

- a. The Net Settlement Amount shall be divided among the Settlement Class Members on a pro-rata basis, based upon the following:
 - i. Each Settlement Class Member's workweeks worked count, which shall be the sum of the total number of workweeks the Settlement Class Member worked during the Class Period at one or both corporate Defendants' locations;
 - ii. Divided by the combined sum of all Settlement Class Members' workweeks worked count; and,

iii. Multiplied by the value of the Net Settlement Amount.

b. No later than fifteen (15) days after Preliminary Approval, Defendants will provide the Settlement Administrator with the Class Data in order to administer the Settlement. "Class Data" means information regarding class members that Defendants will in good faith compile from their records and provide to the Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include to the extent practicable: each class member's full name; last known address; Social Security number; start dates and end dates of employment at one or both corporate Defendants' locations; and information necessary to accurately calculate the number of workweeks and Pay Periods worked by each class member and Aggrieved Employee during the Class and PAGA Periods at one or both corporate Defendants' locations.

c. The Settlement Administrator will calculate the number of Workweeks (as defined above) worked by class members during the Class Period and the amount to be paid to class members per workweek based on information to be provided by Defendants. The workweeks will be calculated based on Defendants' workweek data and will be presumed to be correct, unless a particular class member proves otherwise to the Settlement Administrator by credible written evidence. All workweek disputes will be resolved and decided by the Settlement Administrator, and the Settlement Administrator's decision on all workweek disputes will be final and non-appealable.

44. To the extent that the full amounts in Paragraphs 50 and 51 below are not approved by the Court, such amounts will be reallocated to the Net Settlement Amount unless allocated otherwise by agreement of the Parties, with approval of the Court.

45. Within fourteen (14) calendar days of the transfer of the Gross Settlement Amount to the Settlement Administrator, and only upon the Effective Date being met, the Settlement Administrator shall issue to each Settlement Class Member his/her/their Individual Settlement Payment.

46. A Class Member must cash his/her/their Individual Settlement Payment check within 180 calendar days after it is mailed to them. If a check is returned to the Settlement Administrator, the Settlement Administrator will make all reasonable efforts to re-mail it to the Class Member at their correct address. The Settlement Administrator will then deposit the sum of any un-cashed/un-deposited checks and the funds shall revert to the net Settlement Amount. If the Claim Administrator determines that there are sufficient funds to make it economically feasible to do another distribution, the uncashed/un-deposited checks shall be distributed to those Class Members who cashed their checks ("Second Distribution") using the same workweek calculations as used in the original settlement fund distribution. If the Claim Administrator determines that it is not economically feasible to do a Second Distribution, or if there are any remaining funds after the Second Distribution, those funds shall be distributed to Legal Aid of Marin. The Parties believe that given the anticipated Second Distribution, there is unlikely to be significant funds remaining and that as a result distributing those funds in their entirety to Legal Aid of Marin, a nonprofit providing civil legal services to the indigent, would better serve the interest of the class than the distribution apportionment contemplated under California Civil Procedure Code section 384. The Court shall set a date when the parties shall report to the Court the total amount that was actually paid to Class Members and a plan for distributing any remaining funds pursuant to CCP §384. The Parties agree that this obligation shall satisfy and fully discharge Defendants' obligations under California Code of Civil Procedure Section 384 and the doctrines of *Cy Pres* and *escheat*. In such event, the Class Member will nevertheless remain bound by the Settlement and the releases contained herein.

47. PAGA Payment: Subject to the Court's Approval, up to a maximum of Seven Thousand Five-Hundred Dollars and Zero Cents (\$7,500.00) shall be allocated as the PAGA

Payment. Five Thousand Six Hundred Twenty-Five Dollars and Zero Cents (\$5,625.00), representing 75% of the PAGA Payment, shall be paid to the LWDA. One Thousand Eight Hundred Seventy-Five Dollars and Zero Cents (\$1,875.00), representing 25% of the penalties paid pursuant to PAGA, shall be distributed to the PAGA Employees as PAGA Employee Payments. The PAGA Employees shall release their PAGA claims in their entirety and may not opt out of or object to the PAGA release, included in Paragraphs 66. To arrive at the PAGA Employee Payments, the portion of the PAGA Payment allocated to the PAGA Employees shall be divided among the PAGA Employees on a pro-rata basis, based upon the following:

- a. Each PAGA Employee's pay period count, which shall be the sum of the total number of pay periods the PAGA Employee worked at one or both corporate Defendants' locations during the PAGA Period;
- b. Divided by the combined sum of all PAGA Employees' pay period counts; and
- c. Multiplied by the value of the portion of the PAGA Payment allocated to the PAGA Employees.

48. Individual Settlement Payments Do Not Trigger Additional Benefits: All Individual Settlement Payments, PAGA Employee Payments, and the Enhancement Awards shall not be utilized to calculate any additional benefits under any benefit plans to which any Plaintiff, Settlement Class Members and/or PAGA Employee may be eligible including, but not limited to: retirement plans, profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, paid time off, sick leave plans, PTO plans, pension plans, or any other benefit plan. It is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which Plaintiffs, Settlement Class Members and PAGA Employees may be entitled under any benefit plans.

49. Settlement Administrator: The Settlement Administrator shall be ILYM Group (the "Settlement Administrator"). The Settlement Administrator will maintain acceptable electronic and physical security protocols to adequately protect and safeguard the private employee information it will have access to as a result of the claims process. The fees and expenses of the

Settlement Administrator, which is currently estimated at approximately Ten Thousand Dollars and Zero Cents (\$10,000.00), based on a class of approximately 200 class members shall be paid by Defendants.

50. Attorneys' Fees and Attorneys' Costs: Subject to the Court's approval, Class Counsel shall seek attorneys' fees which shall not exceed thirty-three-point three percent (33.3%) of the Gross Settlement Amount, and reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement of the Action, in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00), subject to approval by the Court. Defendants will not object to Class Counsel's application for attorneys' fees and costs in these amounts. The amount set forth above will cover all work performed and all fees and costs incurred to date, and all work to be performed and all fees and costs to be incurred in the future in connection with the approval by the Court of this Stipulation of Settlement, and the administration of the Settlement. Should Class Counsel collectively request a lesser amount, or should the Court approve a lesser amount of attorneys' fees and/or attorneys' costs, the difference between the lesser amount and the maximum amount set forth above shall be added to the Net Settlement Amount. Plaintiffs and Defendants shall bear their own attorney's fees and costs, except as provided herein.

51. Class Representatives' Enhancement Awards: Subject to the Court's approval, the Class Representatives Rosario Perez Hernandez and Vanessa Hernandez will each be paid an Enhancement Award in an amount up to a maximum of Five Thousand Dollars and Zero Cents (\$5,000.00) in recognition for their respective service as a Class Representatives and as consideration for their Release of Claims against Released Parties, which shall be paid from the Gross Settlement Amount. Defendants will not object to Class Counsel's application for Court approval of an Enhancement Award to the Class Representatives in the amount of Five Thousand Dollars and Zero Cents (\$5,000.00), payable to each. It is understood that the Enhancement Awards are in addition to any claimed Individual Settlement Payment or PAGA Employee Payment to which Plaintiffs are entitled. The Enhancement Award shall not be deemed wages and will be reported on an IRS Form 1099-MISC, if applicable.

52. Tax Forms: The Settlement Administrator shall be responsible for issuing the payments and withholding all required state and federal taxes in accordance with this Stipulation of Settlement. The Settlement Administrator will issue IRS Forms 1099 with respect to the amounts paid as penalties, Liquidated damages, Non-taxable Damages, and interest to the Settlement Class Members and PAGA Employees. The Settlement Administrator will also issue IRS Forms 1099 to: (1) Plaintiffs for their respective Enhancement Awards; and (2) Class Counsel for the amount paid for approved fees and costs. The Settlement Administrator will be responsible for preparing these forms correctly. The Settlement Administrator shall also be responsible for submitting Sahajanand's and Akshar's shares of payroll taxes to the appropriate government agencies on behalf of Sahajanand and Akshar. Plaintiffs and Class Counsel will be responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received.

NOTICE TO THE SETTLEMENT CLASSES

53. Within Fifteen (15) days of preliminary approval of this Settlement by the Court, Defendants shall provide to the Settlement Administrator a database containing the following information ("Class Member List"):

- a. The full name, last known address, date of birth and full social security number of all Class Members; and
- b. The information necessary to determine the estimated settlement allocation to each Class Member, including: (i) The total number of workweeks worked by each Class Member at one or both corporate Defendants' location within the Class Period; and (ii) The total number of pay periods worked by each PAGA Employee within the PAGA Period.

54. The Settlement Administrator (along with any of its agents) shall represent and warrant that it will: (1) provide reasonable and appropriate administrative, physical and technical safeguards, including a reasonable security protocol, for any personally identifiable information ("PII"), which it receives from Defendants' Counsel and/or Class Counsel; (2) not disclose the PII

to third parties, including agents or subcontractors, without Defendants' consent; (3) not disclose or otherwise use the PII other than to carry out its duties as set forth herein; and (4) promptly provide Defendants with notice if PII is subject to unauthorized access, use, disclosure, modification, or destruction. The Settlement Administrator may provide notice to both Parties if the PII is subject to unauthorized access, use, disclosure, modification, or destruction; however, all additional communications from the Settlement Administrator regarding the scope, circumstances, and substance shall be communicated solely to Defendants.

55. The Settlement Administrator shall send a Notice to each Class Member by first class mail within fourteen (14) calendar days of receipt of the Class Member List. Prior to mailing the Notice, the Settlement Administrator shall update the addresses of the Class Members by reference to the National Change of Address Database maintained by the United States Postal Service. If a Notice is returned as non-deliverable but with a forwarding address, the Settlement Administrator shall resend the Notice to the forwarding address. If a Notice is returned as non-deliverable with no forwarding address, the Settlement Administrator shall conduct an advanced skip trace to locate the most current address of the person to whom the Notice was addressed and shall resend the Notice to any updated address within five (5) calendar days. The Class Member shall have an additional fifteen (15) calendar days from the date of re-mailing to object, opt-out or dispute workweeks, or pay periods. Upon completion of these steps, the Parties shall be deemed to have satisfied their obligations to provide the Notice to the affected Class Members.

56. The Settlement Administrator shall provide to the Court, concurrently with Plaintiffs' Motion for Final Approval, a declaration of due diligence and proof of mailing with regard to the mailing of the Notices.

57. The Settlement Administrator shall also be responsible for:

- a. Mailing the Notice as directed by the Court;
- b. Consulting with Counsel for the Parties concerning any relevant issue, including (without limitation) the estimated amounts of approximate Individual Settlement Payments, PAGA Employee Payments, and the acceptance of any late or deficient disputes;

- c. Keeping track of timely and proper requests for exclusion;
- d. Calculation of the Individual Settlement Payments, PAGA Employee Payments, and the PAGA Payment to the LWDA;
- e. Providing weekly status reports to counsel for the Parties, including: (a) the number of Notices mailed (including information regarding undeliverable and/or emailed Notices); (b) the number of disputes received (and sending copies of said disputes); (c) the number of objections received; and (d) the number of requests for exclusion received;
- f. Notifying Counsel for Defendants of the wiring instructions to fund the Settlement Amount as approved by the Court;
- g. Distributing and paying the Enhancement Awards, Individual Settlement Payments, PAGA Employee Payments, the PAGA Payment to the LWDA, and fees and costs awarded to Class Counsel;
- h. Issuing tax forms and addressing employer and employee-side payroll taxes; and
- i. Such other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform, including responding to questions from Class Members.

REQUESTS FOR EXCLUSION

58. Each Class Member shall have sixty (60) calendar days from the mailing of the Notice within which to complete and postmark a written request for exclusion, for return to the Settlement Administrator. The request need not be in any particular form and will be considered a valid request for exclusion so long as it communicates a clear desire by the Settlement Class Member not to be included in the Settlement and/or Settlement Class, and identifies his/her/their full name, current address, the last four digits of their Social Security Number, and his/her/their signature. No requests for exclusion shall be accepted if postmarked after the sixty (60) calendar day period for the filing of exclusions, except in circumstances of remailing as described in Paragraph 55. Class Members are responsible to maintain a photocopy of their request for exclusion, reflecting that it was submitted in a timely manner. Any disputes regarding the

timeliness of a request for exclusion or whether a written communication constitutes a valid request that cannot be resolved between the Parties shall be determined by the Court, whose determination shall be final.

59. Any Class Member who validly excludes himself/herself/themselves from this Settlement shall not be bound by the Class Released Claims and shall not be entitled to any portion of the Net Settlement Amount. Any request for exclusion shall not be effective as to the release of claims under the Private Attorneys General Act.

60. If ten percent (10%) or more of the Class Members opt out of the Settlement by submitting valid and timely requests for exclusion, Defendants shall have the sole and absolute discretion to rescind/void the Settlement Agreement within ten (10) calendar days after receiving from the Settlement Administrator the final list of requests for exclusion. Defendants agree to meet and confer in good faith with Class Counsel before rescinding or voiding the Settlement Agreement. In the event that Defendants elect to rescind/void the Settlement Agreement, Defendants shall provide written notice of such rescission to Class Counsel. Such rescission shall have the same effect as a termination of the Settlement Agreement for failure to satisfy a condition of settlement, and the Settlement Agreement shall become null and void and have no further force or effect. The Parties specifically agree not to solicit opt-outs, directly or indirectly, through any means.

OBJECTIONS TO THE SETTLEMENT

61. Each Class Member shall have sixty (60) calendar days from the mailing of the Notice, or such number of days as the Court shall specify, within which to postmark an objection, for return to the Settlement Administrator. Any Class Member, who does not affirmatively opt-out of the Settlement by submitting a valid and timely request for exclusion, may object to the approval of class action settlement ("Objecting Class Member"). Any Class Member who makes a timely request for exclusion has waived their right to object. The Objecting Class Member shall: (1) inform the Court and the Parties in the objection of (a) the full name and current address of the

Objecting Class Member and (b) the specific reason(s) for the objection; and (2) also provide any and all evidence and supporting papers (including, without limitation, all briefs, written evidence, and declarations) to be considered by the Court. Any Objecting Class Member who wishes to appear at the Final Approval Hearing and be heard orally in support of, or in opposition to the class action settlement, must state so in the objection. Class Members shall have no right to object to the PAGA release or PAGA Payment.

62. Any Class Member who fails to timely submit an objection shall be foreclosed from making any objection to this Settlement or from filing an appeal of the Court's Final Order and Judgment unless otherwise ordered by the Court.

63. Counsel for the Parties shall file any response to the objections submitted by Objecting Class Members, if any, at least seven (7) calendar days before the date of the Final Approval Hearing.

64. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written objections to the Settlement or to appeal from the Court's Final Order and Judgment. Class Counsel shall not represent any Class Members with respect to any such objections to this Settlement.

RELEASE OF CLAIMS BY CLASS REPRESENTATIVES, SETTLEMENT CLASS MEMBERS, AND PAGA EMPLOYEES

65. The "Class Released Claims". Upon the funding of the Gross Settlement Amount in accordance with Paragraph 42, Plaintiffs and the Class Members hereby do and shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished and discharged all claims pled in the Operative Complaint and which could have been alleged under state or federal law under the same or similar facts, allegations and/or claims pled in the Action or in any letter by Plaintiffs to the LWDA, against the Released Parties (as defined above), for work performed during the Class Period, including the following:

- a. The Claims set forth in the Operative Complaint, specifically: (1) Failure to Compensate for All Hours Worked (Violation of Labor Code §§ 200, 204, 218.5, 218.6, 1194,

1194.21197, and 1197.1); (2) Failure to Pay Overtime Wages (Violation of Labor Code §§ 218.5, 218.6, 510, 1194, and IWC Wage Order 5-2001); (3) Failure to Provide, Authorize, Permit, and/or Make Available Meal and Rest Periods (Violation of Labor Code §§ 226.7, 512, IWC Wage Order 5-2001); (4) Unpaid Wages and Waiting Time Penalties (Violation of Labor Code §§ 201-203, 204, 218.5, and 218.6); (5) Failure to Provide Itemized Wage Statements (Violation of Labor Code § 226); (6) Failure to Maintain Accurate Time and Payroll Records (Violation of Labor Code §§ 1174, 1174.5, and IWC Wage Order 5-2001); (7) Individual liability for Labor Code Violations (Violation of Labor Code § 558.1); (8) Unfair Competition in Violation of California Business and Professions Code (Violation of Business and Professions Code §§ 90.5 and 17200 *et seq.*); and (9) Violation of the California Private Attorneys General Act of 2004 (Labor Code § 2698, *et seq.*) predicated on the same or similar facts and/or claims alleged in the Action and/or any PAGA letter sent to the LWDA by Plaintiffs in or prior to the Action, as well as any claims that could have been pled under the California Labor Code and California Industrial Welfare Commission Wage Orders;

- b. Any claims for injunctive relief, declaratory relief, restitution, fraudulent business practices or punitive damages alleged, or which could have been alleged, under the facts, allegations and/or claims pleaded in the Operative Complaint in the Action; and
- c. Any and all other claims under California common law, the federal law, and the California Business and Professions Code alleged in or that could have been alleged under the same or similar facts, allegations and/or claims pleaded in the Action and based on the alleged Labor Code violations;
- d. The claims set forth in subparagraphs (a)-(c) hereinabove shall be collectively referred to as the “Released Claims.”

66. Release of PAGA Claims. Upon the funding of the Gross Settlement Amount in accordance with Paragraph 42, Plaintiffs, the LWDA, and the State of California, hereby do and shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished

and discharged any and all of the Defendants and Released Parties of and from any and all claims for civil penalties for violation of the California Private Attorneys General Act of 2004 (Labor Code § 2698, et seq.), (“PAGA Claims”) that could have been sought by the Labor Commissioner identified in the PAGA Letters and those predicated on the facts and/or claims alleged in the PAGA Letters sent to the LWDA by Plaintiffs that arose at any time during the PAGA Period. The PAGA Employees are collaterally estopped from recovering for the PAGA claims released and compromised by the LWDA. No PAGA Employee may recover for the same PAGA claims in a representative capacity that are released here in another action. After the Court grants final approval of the settlement, Plaintiffs will provide the LWDA with a copy of the Judgment which will include a list of the PAGA Employees during the PAGA Period. Plaintiffs do not release any PAGA Employees’ claim for wages and damages. This does not preclude the release of wages and damages by the Class Members as set forth in Paragraph 65 of this Agreement. The PAGA Employees will be issued a check for their share of the PAGA Payment and will not have the opportunity to opt out of, or object to, the PAGA Payment and release of the PAGA Claims set forth in this Paragraph. The PAGA Employees are bound by the release of the PAGA Claims regardless of whether they cash or deposit their PAGA Employee Payment or opt out of being a Settlement Class Member in accordance with Paragraph 58.

67. Release of Claims by Class Representatives. Upon the funding of the Gross Settlement Amount in accordance with Paragraph 42, and as a condition of receiving any portion of their Enhancement Awards, Vanessa Hernandez, for herself only, agrees to the additional following General Release: in consideration of Defendants’ promises and agreements as set forth herein, Vanessa Hernandez hereby fully releases Defendants and the Released Parties from any and all Class Related Claims and also generally releases and discharges the Released Parties from any and all claims for wages, bonuses, severance pay, vacation pay, penalties, employment benefits, stock options, violation of any personnel policy, any and all claims arising from Vanessa Hernandez’s employment or as a result of Vanessa Hernandez’s termination from employment including claims based on discrimination, harassment, unlawful retaliation, violation of public

policy, or damages of any kind whatsoever, arising out of any common law torts, contracts, express or implied, any covenant of good faith and fair dealing, any theory of wrongful discharge, any theory of negligence, any theory of retaliation, any legal restriction on any Defendants' right to terminate the employment relationship, or any federal, state, or other governmental statute, executive order, regulation or ordinance, or common law, or any other basis whatsoever, to the fullest extent provided by law. Vanessa Hernandez shall be deemed to have, and by operation of the Final Order and Judgment shall have, expressly waived and relinquished to the fullest extent permitted by law the provisions, rights, and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law that purports to limit the scope of a general release. Vanessa Hernandez, for herself, has read Section 1542 of the Civil Code of the State of California, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Vanessa Hernandez understands that Section 1542 gives the right not to release existing claims of which Vanessa Hernandez is not now aware unless Vanessa Hernandez voluntarily chooses to waive this right. Having been so apprised, Vanessa Hernandez nevertheless voluntarily waives the rights described in Section 1542 and elects to assume all risks for claims that now exist in Vanessa Hernandez's favor, known or unknown. The release of the claims of Vanessa Hernandez as set forth in this Paragraph is a condition precedent to enforcement of this Stipulation of Settlement.

**DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL/CLASS
CERTIFICATION**

68. For settlement purposes only, the Parties agree that the Class Members as defined in Paragraph 3 herein, and which will run through September 30, 2024, or a sooner date per the

procedure set forth in Paragraph 74 below, at Defendants' option, may be certified in the Action. The Parties are not certifying any PAGA claims. In support of this Agreement, Plaintiffs will request that the Court certify for settlement purposes the Class as to all non-PAGA claims that have been asserted, which Defendants shall not oppose or object to.

69. For settlement purposes only, the Parties agree that the PAGA Period shall run from the period defined in Paragraph 23 herein and set forth in Paragraph 74 below and will run through September 30, 2024.

70. Class Counsel shall promptly submit this Stipulation of Settlement to the Court in support of Plaintiffs' Motion for Preliminary Approval and for determination by the Court as to whether the proposed Settlement is within the range of possible judicial approval. Promptly upon execution of this Stipulation of Settlement, Class Counsel shall apply to the Court for the entry of an order substantially in the following form:

- a. Scheduling of the Final Approval Hearing on the question of whether the proposed Settlement, including payment of attorneys' fees and costs and the Enhancement Awards should be finally approved as fair, reasonable and adequate as to the Settlement Class Members and for approval of the PAGA Settlement;
- b. Certifying the Settlement Class;
- c. Approving the Class Notice attached hereto as **Exhibit A**;
- d. Directing the mailing of the Notice by first class mail to the Class Members and PAGA Employees; and
- e. Preliminarily approving the Settlement subject only to the objections of the Class Members and final review by the Court.

71. The Parties will work cooperatively to mutually agree upon the form and content of the Notice.

72. The Class Representatives and Class Counsel will not make any public disclosure of the Settlement until after the filing of the motion for preliminary approval of the Settlement. The Class Representatives and each Class Counsel represent that they have not made any such

disclosure. The Class Representatives and Class Counsel shall not encourage any Class Members to opt-out. Class Counsel will take all steps necessary to ensure that the Class Representatives are aware of, and will encourage the Class Representatives to adhere to, the restriction against any public disclosure of the Settlement until after the Settlement is preliminarily approved by the Court.

DUTIES OF THE PARTIES FOLLOWING FINAL APPROVAL

73. Following final approval by the Court of the Settlement provided for in this Stipulation of Settlement, Class Counsel shall submit a proposed Final Order and Judgment: Approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions including the approval of Class Counsel's application for an award of attorneys' fees and costs and the Enhancement Award to the Class Representatives. The Parties will work cooperatively to mutually agree upon the form and content of the Proposed Order Granting Final Approval of the Class Settlement and Approval of the PAGA Settlement and Judgment.

ESCALATOR CLAUSE

74. If the actual number of workweeks worked during the Class Period exceeds 7850 workweeks by more than 15% (i.e., 1,178 workweeks), there will be a proportional increase of the settlement amount, as to the work weeks which exceed 15% above the current work week numbers of 7,850 workweeks. However, Defendants may, in their sole discretion, adjust the length of the Class and PAGA Periods by moving the end date to the date on which the total work weeks amounted to 9,028 workweeks so as to avoid triggering the Escalation Clause.

VOIDING OF AGREEMENT IF SETTLEMENT NOT FINALIZED

75. Subject to the obligations of mutual full cooperation set forth herein, either Plaintiffs or Defendants may terminate this Settlement if after submitting the settlement for

approval to the Court, the Court declines to enter the preliminary approval order, the final approval order, or judgment in substantially the form submitted by the Parties, or if the Stipulation of Settlement as agreed does not become final because of appellate court action. The terminating Party shall give to the other Party (through counsel) written notice of its decision to terminate no later than fifteen (15) calendar days after receiving notice that one of the enumerated events has occurred. Termination shall have the following effects:

The Stipulation of Settlement shall be terminated and shall have no force or effect, and no Party shall be bound by any of its terms.

- a. In the event the Settlement Agreement is terminated, Defendants shall have no obligation to make any payments to any party, Settlement Class Member, PAGA Employee or Class Counsel.
- b. The preliminary approval order, final approval order and judgment shall be vacated.
- c. The Stipulation of Settlement and all negotiations, statements and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions prior to the Settlement.
- d. Except as otherwise discoverable, neither this Stipulation of Settlement nor any ancillary documents, actions, statements, or filings in furtherance of settlement (including all matters associated with the mediation) shall be admissible or offered into evidence in the Action or any other action for any purpose whatsoever.

PARTIES' AUTHORITY

76. The signatories hereto hereby represent that they are fully authorized to enter into this Stipulation of Settlement and bind the Parties hereto to the terms and conditions thereof.

MUTUAL FULL COOPERATION

77. The Parties agree to fully cooperate with each other to accomplish the terms of this Stipulation of Settlement, including, but not limited to, execution of such documents and taking of such action as reasonably may be necessary to implement the terms of this Stipulation of

Settlement. The Parties to this Stipulation of Settlement shall use their best efforts, including all efforts contemplated by this Stipulation of Settlement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Stipulation of Settlement and the terms set forth herein. As soon as practicable after execution of this Stipulation of Settlement, Class Counsel shall take all necessary steps to secure the Court's final approval of this Stipulation of Settlement.

78. The Parties and their respective counsel agree that they will not attempt to encourage or discourage Class Members from filing requests for exclusion.

NO PRIOR ASSIGNMENTS

79. The Parties and their respective counsel represent, covenant and warrant that they have not, directly, or indirectly, assigned, transferred, encumbered, or purported to assign, transfer or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged except as set forth herein.

NO ADMISSION

80. Nothing contained herein, nor the consummation of this Stipulation of Settlement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendants or the Released Parties. Each of the Parties hereto has entered into this Stipulation of Settlement solely with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses.

BREACH AND ENFORCEMENT ACTIONS

81. The Parties will jointly request that the Court retain jurisdiction pursuant to California Code of Civil Procedure § 664.6 to oversee and enforce the terms of this Settlement. In the event of a breach of this Settlement, the non-breaching Party shall provide notice to the breaching party and request that the breaching party cure any alleged breach. If the breach is not cured within thirty (30) days of said notice, the non-breaching party may pursue legal action or

other proceeding against any other breaching party or parties to enforce the provisions of this Stipulation of Settlement or to declare rights or obligations under this Stipulation of Settlement. In the event of such enforcement actions, the successful party or parties shall be entitled to recover from the unsuccessful party or parties' reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions. All such disputes shall be resolved by the Court.

PUBLICITY

82. The Parties and their attorneys shall not publicize the settlement, except for Defendants' legitimate business purposes, including but not limited to communications through any social media, unless so ordered by the Court or unless the same would interfere with class counsel's ability to represent class members. Notwithstanding the foregoing, Plaintiffs' counsel may put publicly available information about the settlement in any description of their experience or the like in order to describe their experience to a court.

NOTICES

83. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing both electronically and by United States registered or certified mail, return receipt requested, and addressed as follows:

To Plaintiffs, the Settlement Class and Class Counsel:

Virginia Villegas
THE VILLEGAS LAW FIRM, APC
1388 Sutter Street, Suite 903
San Francisco, California 94109
Telephone: (415) 989-8000

To Defendants and Defendants' Counsel:

Tatiana Dupuy
GORDON REES SCULLY MANSUKHA
3 Parkcenter Drive, Suite 200
Sacramento, California 95825
Telephone (619) 230-7415

Kenneth Moreno
MURCHISON & CUMMING, LLP
750 B Street, Ste. 2550
San Diego, CA 92101
Telephone (619)544-6838

CONSTRUCTION

84. The Parties hereto agree that the terms and conditions of this Stipulation of Settlement are the result of lengthy, intensive arms-length negotiations between the Parties, and this Stipulation of Settlement shall not be construed in favor of or against any party by reason of the extent to which any Party or their counsel participated in the drafting of this Stipulation of Settlement.

CAPTIONS AND INTERPRETATIONS

85. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Stipulation of Settlement or any provision of it. Each term of this Stipulation of Settlement is contractual and not merely a recital.

MODIFICATION

86. This Stipulation of Settlement may not be changed, altered, or modified, except in writing and signed by the Parties hereto and approved by the Court. This Stipulation of Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

INTEGRATION CLAUSE

87. This Stipulation of Settlement, and the Exhibits attached hereto and incorporated herein by reference, contain the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

BINDING ON ASSIGNS

88. This Stipulation of Settlement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors, and assigns.

COUNTERPARTS

89. This Stipulation of Settlement may be executed in counterparts and by facsimile signatures, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and, when taken together with other signed counterparts, shall constitute one Stipulation of Settlement binding upon and effective as to all Parties.

TRANSLATION

90. To the extent the Plaintiffs need this Stipulation of Settlement translated, Plaintiffs and Class Counsel will ensure that it is translated in Plaintiffs' language of choice at Plaintiffs' cost alone. Defendants will not be responsible for any costs associated with having this Stipulation of Settlement translated for Plaintiffs.

91. By signing this Stipulation of Settlement, Plaintiffs are acknowledging that they either read, or had this Stipulation of Settlement translated to them in the language of their choice, and that Plaintiffs fully understand the contents of this Stipulation of Settlement, including their obligations and Vanessa Hernandez's general release of any and all known and unknown claims against Defendants and the Released Parties.

IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Settlement and Release between Plaintiffs and Defendants as of the date(s) set forth below:

Dated: Junio 25, 2025

Rosario Perez Hernandez
Rosario Perez Hernandez (Jun 25, 2025 17:12 PDT)

Rosario Perez Hernandez,
Plaintiff and Class Representative

Dated: 0627, 2025


Vanessa Hernandez Ramirez (Jun 27, 2025 14:59 PDT)
Vanessa Hernandez,
Plaintiff and Class Representative

Dated: _____, 2025

Sunil Khatri,
Defendant

Dated: _____, 2025

Neville Parujanwala,
Defendant

Dated: _____, 2025

Harishchandra Parujanwala,
Defendant

Dated: _____, 2025

Pratima Parujanwala,
Defendant

Dated: _____, 2025

By: Sunil Khatri, on behalf of
Sahajanand Investment LLC

Dated: _____, 2025

By: Sunil Khatri, on behalf of
Akshar Hospitality LLC

APPROVED AS TO FORM AND CONTENT:

DATED: June 27, 2025

THE VILLEGAS LAW FIRM, APC

BY: 

Virginia Villegas, Esq.
Attorneys for Plaintiffs

Dated: _____, 2025

Vanessa Hernandez,
Plaintiff and Class Representative

Dated: 6-20, 2025

Sunil Khatri,
Defendant

Dated: 6/20, 2025

Neville Parujanwala,
Defendant

Dated: 6/20, 2025

Harishchandra Parujanwala,
Defendant

Dated: 6/20, 2025

Pratima Parujanwala,
Defendant

Dated: 6-20, 2025

By: Sunil Khatri, on behalf of
Sahajanand Investment LLC

Dated: 6-20, 2025

By: Sunil Khatri, on behalf of
Akshar Hospitality LLC

APPROVED AS TO FORM AND CONTENT:

DATED: _____, 2025

THE VILLEGAS LAW FIRM, APC

BY: _____
Virginia Villegas, Esq.
Attorneys for Plaintiffs

DATED: July 22, 2025

MURCHISON & CUMMING, LLP

BY:



Kenneth H. Moreno

Attorneys for Defendants

SAHAJANAND INVESTMENT, LLC,
SUNHIL KHATRI, NEVILLE
PARUJANWALA, HARISHCHANDRA
PARUJANWALA, PRATIMA
PARUJANWALA

The filing party has obtained the authorization and approval of all signatories.

EXHIBIT A

**NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION
AND HEARING DATE FOR FINAL COURT APPROVAL**

Rosario Perez Hernandez et al. v. Sahajanand Investment, LLC., et al.,
Superior Court of California, Solano County Case No. CU23-04949

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT
ACT. PLEASE READ THIS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Individual Settlement Payment is: \$<< __ >>. See the explanation in Section 5 below. After final approval by the Court, the payment will be mailed to you at the same address as this Class Notice. In exchange for the settlement payment, you will release claims against the Defendants as detailed in Section 4 below. If your address has changed, you must notify the Settlement Administrator as explained in Section 6 below.
Exclude Yourself	To exclude yourself, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will not receive your estimated Individual Settlement Payment from the Settlement, but you will receive your PAGA Employee Payment. Instructions regarding excluding yourself are set forth in Section 7 below.
Object	To object, you must send a written objection to the Settlement Administrator indicating why you do not agree with the Settlement, or you may appear in-person at the Final Approval Hearing to make an oral objection. Directions are provided in Section 8 below.

1. Why Did I Get this Notice?

A proposed class action settlement (the “Settlement”) of the above-captioned action pending in the Superior Court of the State of California, in and for the County of Solano (“Court”) has been reached between Plaintiffs Rosario Perez Hernandez and Vanessa Hernandez and Defendants Sahajanand Investment, LLC, a California Limited Liability Corporation; Akshar Hospitality, LLC, a California Limited Liability Corporation; Sunil Khatri, an individual; Neville Parujanwala, an individual; Harishchandra Parujanwala, an individual; Pratima Parujanwala, an individual (“Defendants”) and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All current and former non-exempt hourly employees employed by Defendants at Comfort Inn in Fairfield, California and/or Quality Inn in Vallejo, California, at any time from October 26, 2019, through September 30, 2024.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Class Notice carefully as your rights may be affected by the Settlement. The Settlement will resolve all Class Members' Class Released Claims, as described below, from October 26, 2019, through September 30, 2024 (the "Class Period"). The Court will hold a Final Approval Hearing concerning the proposed settlement on [DATE OF FINAL APPROVAL HEARING] at [TIME] a.m. in Department 3 of the above-entitled Court, located at 580 Texas St., Fairfield, CA 94533.

A. How Will I Know If the Court Changes The Date Or Location Of The Final Approval Hearing?

If the Court changes the date of the Final Approval hearing, you will not receive notice of the change. It is strongly suggested that, prior to the Final Approval hearing, you: (1) contact the Settlement Administrator to find out if the Final Approval hearing is still scheduled for [DATE] at [TIME] a.m. in Department 3; (2) contact Class Counsel; or (3) check the Court's docket for this Class Action to see if the hearing is still scheduled on [DATE] at [TIME] a.m. in Department 3.

To check the Court's docket, go to Online Service link below:

<https://portal.solano.courts.ca.gov/>

Click on "Register" then "Create an Account" and follow the instructions. Once logged in you will be prompted to type in the case number, which is CU23-04949, and click on "Search." The case name information will appear below the "Search" button. Click on "Hernandez, et al. v. Sahajanand Investment, LLC, et al." which is located below the title "Case Name". The date, time, description and location of the Final Approval hearing will be listed. This process is free.

B. I Want to Attend The Hearing. What Are The Court's Remote Appearance and COVID-19 Procedures?

You may appear at the Final Approval Hearing, either in person, remotely or through an attorney at your own expense, provided you notify the Court of your intent to do so. All notices of intent to appear at the Final Approval Hearing must (a) clearly identify the case name and number, *Hernandez, et al. v. Sahajanand Investment, LLC, et al.*, Case Number CU23-04949, (b) be submitted to the Court either by mailing the Notice to: Clerk of Court, Superior Court of California, County of Solano, Old Solano Courthouse, 580 Texas St., Fairfield, CA 94533; or emailing to: Clerk of Court, Superior Court of California, County of Solano, Old Solano Courthouse at @solano.courts.ca.gov or by filing in person at any location of the Superior Court, County of Solano that includes a facility for civil filings, (c) also be mailed to the law firms identified in Section 8, below, and (d) be filed or postmarked on or before [Sixty (60) calendar days after Notice], 2025. If your Notice was returned as undeliverable and you are sent a re-mailed Settlement Notice, you are given an extension of fifteen (15) calendar days from the original 60-day Response Deadline to postmark your notice to appear.

If you wish to attend the Final Approval Hearing remotely, please check the Court's website <https://solano.courts.ca.gov/divisions/civil-court/remote-appearance-civil-court> for the Court's current procedures for attendance at hearings including remote appearances. On the morning of the hearing, the Court will provide a link to the Final Approval hearing on its website.

C. If I Do Not Go To The Final Approval Hearing, How Will I Know If The Court Granted Final Approval Of The Settlement And Entered Final Judgment?

You may contact the Settlement Administrator (see Sections 6 and 10 below), or Class Counsel (see Section 8 below), to find out if the Court granted Final Approval and entered Final Judgment. If you wish to obtain a copy of the Final Judgment, it will be posted on the Settlement Administrator's website at [\[INSERT CLAIM ADMIN LINK\]](#) and is also available on the Court's docket (see above for instructions on how to access).

2. What is this class action lawsuit about?

On October 26, 2023, Plaintiffs filed a Complaint in the Superior Court of the State of California, County of Solano (the "Complaint"), to allege the following claims against Defendants: (1) failure to compensate for all hours worked; (2) failure to pay overtime wages; (3) failure provide, authorize, permit, and/or make available meal and rest periods; (4) unpaid wages and waiting time penalties; (5) failure to provide itemized wage statements; (6) failure to maintain accurate time and payroll records; (7) Individual liability for Labor Code Violations; (8) Unfair Competition in Violation of California Business and Professions Code; (9) Violation of the California Private Attorneys General Act of 2004 ("PAGA") ("Operative Complaint" or "Action").

Defendants deny and dispute all such claims. Specifically, Defendants contend Plaintiffs and the Class Members were properly compensated for wages under California law, including required minimum wages and overtime compensation; Plaintiffs and the Class Members were provided with meal and rest periods in compliance with California law; Defendants did not fail to pay to Plaintiffs or any Class Members any wages allegedly due at the time of their termination; Defendants complied with California wage statement and payroll records requirements; Defendants are not liable for any of the penalties claimed or that could be claimed in the Action; and this Action cannot be maintained as a class action.

The Court granted preliminary approval of the Settlement on [\[INSERT PRELIMINARY APPROVAL DATE\]](#). At that time, the Court also preliminarily approved the Plaintiffs to serve as the Class Representatives, and the lawyers at The Villegas Law Firm, APC to serve as Class Counsel.

Neither the Court nor any other fact finder has decided whether the claims brought by the Class Representatives or Defendants' defenses to those claims, are meritorious. By approving the Settlement and issuing this Class Notice, the Court is not suggesting which side would win or lose this case if it went to trial. Rather, the Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable, and any final determination of those issues will be made at the Final Approval Hearing. Defendants reserve the right, if for any reason the Settlement is not approved, to contest any factual or legal allegations in the Action including whether this Action should proceed as a class action.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay a maximum total amount of One Hundred-Fifty Thousand Dollars and Zero Cents (\$150,000.00) (the “Gross Settlement Amount”) to fund the settlement of this Action. The Gross Settlement Amount includes all Individual Settlement Payments to Class Members contemplated by the Settlement, the Class Representatives’ Enhancement Awards, Class Counsels’ attorney’s fees and costs, and the PAGA Payment for civil penalties, 75% of which will be allocated to the Labor & Workforce Development Agency (“LWDA”) and 25% of which will be distributed as PAGA Employee Payments to all current and former California non-exempt, hourly employees of Defendants from March 22, 2022, through September 30, 2024, including those who submit a valid and timely Request for Exclusion but are nevertheless bound by the release of PAGA claims (“PAGA Employees”). The corporate Defendants’ share of payroll taxes on the wage payments made to Settlement Class Members and payment to the Settlement Administrator, shall be paid by Defendants separately and in addition to the Gross Settlement.

Funding of the Settlement. Within thirty (60) calendar days after the Effective Date, Defendants shall transfer to the Settlement Administrator an amount equal to the Gross Settlement Amount plus Sahajanand’s and Akshar’s share of payroll taxes and the Settlement Administrator’s fee. The “Effective Date” means when all of the following events have occurred: (i) this Stipulation of Settlement has been executed by Plaintiffs, Defendants, Class Counsel and Defendants’ Counsel; (ii) the Court has given preliminary approval to the Settlement; (iii) the Notice has been sent to the Class Members, providing them the opportunity to object to the Settlement, and the opportunity to opt out of the Settlement; (iv) the Notice has been sent to the LWDA; and (v) the Court has held a formal fairness hearing and entered the Court’s Final Order and Judgment.

Disbursement of Settlement. Within fourteen (14) calendar days of the transfer of the Gross Settlement Amount to the Settlement Administrator, and upon the Effective Date being met, the Settlement Administrator will disburse: (1) the Individual Settlement Payments to be paid from the Net Settlement Amount to be paid to Settlement Class Members; (2) the Attorney Fee Award and Cost Award to Class Counsel for attorneys’ fees and costs, as approved by the Court; (3) the Class Representatives’ respective Enhancement Awards paid to the Class Representatives, as approved by the Court; (4) the PAGA Payment to the LWDA and PAGA Employees, as approved by the Court. The Settlement Administrator will also disburse the Claim Administration fee, as approved by the Court, and the employer share of taxes which Defendant will pay in addition to the Gross Settlement Amount.

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount as follows, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before Settlement Shares are made to Class Members who do not request exclusion (“Settlement Class Members”):

- **Class Counsels’ attorney’s fees and costs.** Payment to Class Counsel of reasonable attorneys’ fees and costs not to exceed thirty-three point three percent (33.3%) of the Gross Settlement Amount not to exceed Fifty Thousand and No Cents (\$50,000.00), and reimbursement of actual costs and expenses associated with Class Counsel’s litigation and settlement of the Action, in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00).
- **Class Representative Incentive Award.** Class Representative Incentive Awards in an amount not to exceed Five Thousand Dollars and Zero Cents (\$5,000.00) to each of the two Plaintiffs, or such lesser amount as may be approved by the Court, to compensate the

Plaintiffs for services on behalf of the Class in initiating and prosecuting the Action, for the risks Plaintiffs undertook, and as consideration for their release of claims against Released Parties.

- **PAGA Payment.** A payment of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) shall be allocated as the PAGA Payment. Five Thousand Six Hundred Twenty-Five Dollars and Zero Cents (\$5,625.00), representing 75% of the PAGA Payment, shall be paid to the LWDA. One Thousand Eight Hundred Seventy-Five Dollars and Zero Cents (\$1,875.00), representing 25% of the penalties paid pursuant to PAGA, shall be distributed to the PAGA Employees as PAGA Employee Payments.

Defendants will also pay the following in addition to the Gross Settlement Amount:

- **Settlement Administration Expenses.** Payment to the Settlement Administrator, estimated not to exceed \$10,000, for expenses, including without limitation expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing Settlement Shares and tax forms, and handling inquiries and uncashed checks.
- **Employer Share of Taxes on Wage Component of the Settlement.** The Settlement Administrator will be responsible for calculating the amount due by Defendants.

Calculation of Individual Settlement Payments to Class Members. After all of the payments of the court-approved Class Counsel's attorney's fees and costs, the Class Representative Enhancement Awards, and the PAGA Payment, are deducted from the Gross Settlement Amount, the remaining portion is called the "Net Settlement Amount" and shall be distributed as Individual Settlement Payments to the Settlement Class Members. The Settlement Administrator will calculate the Individual Settlement Payments from the Net Settlement Amount to each Settlement Class Member. The Individual Settlement Payment for each Settlement Class Member will be calculated based upon the following: (a) Each Settlement Class Member's workweeks worked count, which shall be the sum of the total number of workweeks the Settlement Class Member worked during the Class Period at one or both corporate Defendants' locations; (b) Divided by the combined sum of all Settlement Class Members' workweeks worked count; and (c) Multiplied by the value of the Net Settlement Amount

Calculation of PAGA Employee Payment: Subject to Court Approval, One Thousand Eight Hundred Seventy-Five Dollars and Zero Cents (\$1,875.00), representing 25% of the penalties paid pursuant to PAGA, shall be distributed to the PAGA Employees as PAGA Employee Payments. To arrive at the PAGA Employee Payments, the portion of the PAGA Payment allocated to the PAGA Employees shall be divided among the PAGA Employees on a pro-rata basis, based upon the following: (a) Each PAGA Employee's pay period count, which shall be the sum of the total number of pay periods the PAGA Employee worked at one or both corporate Defendants' locations during the PAGA Period; (b) Divided by the combined sum of all PAGA Employees' pay period counts; and (c) Multiplied by the value of the portion of the PAGA Payment allocated to the PAGA Employees.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Settlement Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Ten percent (10%) of each Settlement Class Member's Individual Settlement Payment is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. The remainder of each Settlement Class Member's Individual Settlement Payment is in settlement of claims for penalties, Liquidated damages, and interest allegedly due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion and the PAGA Employee Payment shall not be subject to wage withholdings and shall be reported on IRS Form 1099. The employee portion of all applicable income and other taxes on the Non-Wage Portion will be the responsibility of the Settlement Class Members. Neither Class Counsel nor Defendants' Counsel intend anything contained in this Notice to constitute advice regarding taxes or taxability. The tax issues for each Settlement Class Member are unique to him/her/they, and each Settlement Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering the Judgment.

4. What Do I Release Under the Settlement?

Class Released Claims. As of the date Defendants fully fund the Gross Settlement Amount, all Settlement Class Members will fully, finally and forever release, settle, compromise, relinquish and discharge all claims pled in the Operative Complaint and which could have been alleged under state or federal law under the same or similar facts, allegations and/or claims pled in the Action or in any letter by Plaintiffs to the LWDA, against the Defendants and any of their past, present and future direct or indirect parents, subsidiaries, predecessors, successors and affiliates, as well as each of its past, present and future officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual, including but not limited to, Sunil Khatri, Neville Parujanwala, Harishchandra Parujanwala, and Pratima Parujanwala, or entity which could be jointly liable with Defendants (collectively "Released Parties"), for work performed during the Class Period, including the following:

- Claims set forth in the Action, specifically, (1) Failure to Compensate for All Hours Worked (Violation of Labor Code §§ 200, 204, 218.5, 218.6, 1194, 1194.21197, and 1197.1); (2) Failure to Pay Overtime Wages (Violation of Labor Code §§ 218.5, 218.6, 510, 1194, and IWC Wage Order 5-2001); (3) Failure to Provide, Authorize, Permit, and/or Make Available Meal and Rest Periods (Violation of Labor Code §§ 226.7, 512, IWC Wage Order 5-2001); (4) Unpaid Wages and Waiting Time Penalties (Violation of Labor Code §§ 201-203, 204, 218.5, and 218.6); (5) Failure to Provide Itemized Wage Statements (Violation of Labor Code § 226); (6) Failure to Maintain Accurate Time and Payroll Records (Violation of Labor Code §§ 1174, 1174.5, and IWC Wage Order 5-2001); (7) Individual liability for Labor Code Violations (Violation of Labor Code § 558.1); (8) Unfair Competition in Violation of California Business and Professions Code (Violation of Business and Professions Code §§ 90.5 and 17200 *et seq.*); and (9) Violation of the California Private Attorneys General Act of 2004 (Labor Code § 2698, *et seq.*) predicated on the same or similar facts and/or claims alleged in the Action and/or any PAGA letter sent to the LWDA by Plaintiffs in or prior to the Action, as well as any claims that could have been pled under the California Labor Code and California Industrial Welfare Commission Wage Orders;
- Any claims for injunctive relief, declaratory relief, restitution, fraudulent business practices or punitive damages alleged, or which could have been alleged under the facts, allegations and/or claims pleaded in the Operative Complaint filed in the Action; and

- Any and all other claims under California common law, the federal law, and the California Business and Professions Code alleged in or that could have been alleged under the same or similar facts, allegations and/or claims pleaded in the Action and based on the alleged Labor Code violations.

This means that, if you do not timely exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants and any other Released Party about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

PAGA Released Claims. Upon Defendants' funding of the Gross Settlement Amount, Plaintiffs, the LWDA, and the State of California, release the Released Parties of and from all claims for civil penalties for violation of the California Labor Code Private Attorney General Act of 2004 (Labor Code section 2698 et seq.) that could have been sought by the Labor Commissioner identified in the PAGA letter dated March 22, 2023 and/or October 20, 2023, that Plaintiffs sent to the LWDA ("PAGA Letter"), through September 30, 2024 ("PAGA Period").

In light of the binding nature of a PAGA judgment on non-party employees pursuant to *Arias v. Superior Ct. (Dairy)*, 46 Cal. 4th 969 (2009), PAGA Employees employed by Defendants or after March 22, 2022, who exclude themselves from the Class shall still receive a PAGA Employee Payment directly from the Settlement Administrator for the amount of each such individual's estimated share of the PAGA Settlement Amount as calculated by the Settlement Administrator. PAGA Employees will not have the opportunity to opt out of, or object to, the PAGA Released Claims. Further, the PAGA Employees are bound by the PAGA Released Claims regardless of whether they cash and/or otherwise negotiate their PAGA Employee Payment, to the extent the LWDA has released the PAGA claims in connection with this Agreement, no PAGA Employee may pursue these same PAGA claims released herein in another action. The PAGA Employees are collaterally estopped from pursuing the PAGA claims released and compromised by the LWDA. No PAGA Employee may pursue the same PAGA claims in a representative capacity that are released here in another action. After the Court grants final approval of the Settlement, Plaintiff will provide the LWDA with a copy of the Judgment which will include a list of the PAGA Employees during the PAGA Period.

5. How much will my payment be?

According to Defendants' records, the number of qualifying workweeks worked by you during the Class Period is <<____>> and the number of qualifying pay periods worked by you during the PAGA Period is <<____>>.

Based on this information, your estimated Individual Settlement Payment is <<____>> and your PAGA Employee Payment is <<____>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Class Notice no later than **[INSERT DATE SIXTY (60) DAYS AFTER THE MAILING OF THE CLASS NOTICE]**. If your Notice was returned as undeliverable and you are sent a re-mailed Settlement Notice, you are given an extension of fifteen (15) calendar days from the original 60-day Response Deadline to postmark your challenge.

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. Checks for your Individual Settlement Payments will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: ILYM Group Inc. which may be contacted at (xxx)xxx-xxxx, [fax], [email] or at [address].

The Court will hold a Final Approval Hearing on [REDACTED], 2025 at [REDACTED] to decide whether to approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed approximately two months after this hearing.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will not receive an Individual Settlement Payment from the Settlement**, and you will not release the Class Released Claims. Because you cannot opt out of any PAGA settlement, if you opt out you will still be releasing any PAGA Released Claims that may apply to you as part of the Settlement. **If you wish to object to the Settlement as described below in Section 8, you cannot opt out of the Settlement.**

To opt out, you must submit a written request to opt out to the Settlement Administrator via fax, email, or mail at the address below requesting to be excluded from the Settlement. To be considered valid, your opt out request must (1) state your name, address, telephone number, and last four digits of your social security number; (2) state your intention to exclude yourself from or opt-out of the Settlement (e.g. "I want to exclude myself from this settlement. I also understand that I retain all rights to sue the Defendants for the claims asserted in this lawsuit, *Hernandez, et al. v. Sahajanand Investment, LLC, et al.*, Solano County Superior Court, Case No. CU23-04949."); (3) be signed by you or your lawful representative; and (4) be addressed to the Settlement Administrator. To be considered timely, your opt out request must be faxed, emailed, or postmarked no later than [INSERT DATE SIXTY (60) DAYS AFTER THE MAILING OF THE CLASS NOTICE]. If your Notice was returned as undeliverable and you are sent a re-mailed Settlement Notice, you are given an extension of fifteen (15) calendar days from the original 60-day Response Deadline to postmark your request for exclusion. Late opt out requests will not be considered.

If you timely fax, email or, mail a complete and valid opt out request, you will no longer be a member of the class and you will not be eligible to object to the terms of the Settlement or receive money under the Settlement except for that portion of the settlement allocated to PAGA penalty payments. Except for the PAGA release, you will not be bound by the terms of the Settlement, and may pursue any valid claims you may have, at your own expense, against Defendants. Individuals otherwise meeting the definition of Class Members who exclude themselves from the class and were employed during the PAGA Period will still receive a payment for the amount of each such individual's estimated share of the PAGA Payment that was included by the Settlement Administrator in calculating the Claim Amount and will still be bound by the PAGA Released Claims.

8. How do I tell the Court that I don't agree with the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason may object to the proposed Settlement, the Class Counsel's attorney's fees, and costs, and/or the Class Representative Enhancement Awards, either in writing or in person. Objections that are in writing and must be submitted to the Settlement Administrator

at the address below, or the Court, at the address or email below and provide: (1) the Class Member's name, address, telephone number; (2) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (3) list identifying witness(es) the objector may call to testify at the Final Approval Hearing; (4) provide true and correct copies of any exhibit(s) the objector intends to offer at the Final Approval Hearing; (5) state whether the objection applies only to the objector, to a specific subset of the Class, or to the entire Class; (6) be signed by the Class Member or his or her lawful representative; (7) clearly identify the case name and number, *Hernandez, et al. v. Sahajanand Investment, LLC, et al.*, Case Number CU23-04949; and (8) be postmarked no later than sixty (60) calendar days from the mailing of the Notice.

All written objections must be mailed to the Settlement Administrator at [ADDRESS], no later than [INSERT DATE SIXTY (60) DAYS AFTER THE MAILING OF THE CLASS NOTICE] or to the Court either by mailing to: Clerk of Court, Superior Court of California, County of Solano, Old Solano Courthouse, 580 Texas St., Fairfield, CA 94533; or emailing to: Clerk of Court, Superior Court of California, County of Solano, Old Solano Courthouse at @solona.courts.ca.gov or by filing in person at any location of the Superior Court, County of Solano that includes a facility for civil filings. If your Notice was returned as undeliverable and you are sent a re-mailed Settlement Notice, you are given an extension of fifteen (15) calendar days from the original 60-day Response Deadline to postmark your objection.

Alternatively, Class Members may appear at the Final Approval Hearing on [REDACTED] at [REDACTED] to make an oral objection without submitting a written objection. You can refer to Section 1.B, above for instructions on how to submit a notice to appear at the Final Approval Hearing. Class Members shall have no right to object to the PAGA Released Claims or PAGA Payment.

To object to the Settlement, you must not opt out, and if the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Class Members who do not object and you will still be mailed a check for your Individual Settlement Payment. Any Class Member who does not object in the manner provided in this Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

The addresses for Parties' counsel are as follows:

Class Counsel:

Virginia Villegas
Felicia Goldstein
THE VILLEGAS LAW FIRM, APC
1388 Sutter St., Suite 903
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Counsel for Defendants:

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Tatiana Dupuy
GORDON REES SCULLY MANSUKHANI
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Sacramento, CA 95825
tdupuy@grsm.com

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at [REDACTED] on [REDACTED], 2025, in Department 3 of the Superior Court of California, for the County of Solano, located at 580 Texas St., Fairfield, CA 94533. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing unless you are objecting, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at xxx-xxx-xxxx or email at [email address] or write to *Hernandez, et al. v. Sahajanand Investment, LLC, et al.*, Settlement Administrator, c/o ILYM [ADDRESS].

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by examining the Court's file via <https://portal.solano.courts.ca.gov/>

Click on "Case Number Search," then, either "Log In" or click on "Create new account," and follow the instructions. Once logged in you will be prompted to type in the case number, which is CU23-04949, and click on "Search." The case name information will appear below the "Search" button. Click on "Hernandez, et al. v. Sahajanand Investment, LLC, et al." which is located below the title "Case Name". Images of every document filed in the case may be viewed through the 'Register of Actions' at a minimal charge.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- A Class Member must cash his/her/their Individual Settlement Payment check within 180 calendar days after it is mailed to them. If a check is returned to the Settlement Administrator, the Settlement Administrator will make all reasonable efforts to re-mail it to the Class Member at their correct address. The Settlement Administrator will then deposit the sum of any un-cashed/un-deposited checks and the funds shall revert to the net Settlement Amount. If the Claim Administrator determines that there are sufficient funds to make it economically feasible to do another distribution, the uncashed/un-deposited checks shall be distributed to those Class Members who cashed their checks ("Second Distribution") using the same workweek calculations as used in the original settlement fund distribution. If the Claim Administrator determines that it is not economically feasible to do a Second Distribution, or if there are any remaining funds after the Second Distribution, those funds shall be distributed to Legal Aid of Marin. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.