

ZAKAY LAW GROUP, APLC
Shani O. Zakay (State Bar #277924)
shani@zakaylaw.com
Eden Zakay (State Bar #339536)
eden@zakaylaw.com
Nicole Noursamadi (State Bar #357246)
nicole@zakaylaw.com
Jaclyn Joyce (State Bar #285124)
jaclyn@zakaylaw.com
3110 Camino Del Rio S, Suite 308
San Diego, CA 92108
Telephone: (619) 255-9047

JCL LAW FIRM, APC
Jean-Claude Lapuyade (State Bar #248676)
jlapuyade@jcl-lawfirm.com
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292

Attorneys for PLAINTIFFS

(Additional Counsel Listed on Next Page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF STANISLAUS

EDWARD GRAY; JESSICA MUTO; KEILY
VILLEDA; TAMMY LALLIER; and
JONATHAN HARRISON-LIAM OLSON II,
individuals; on behalf of themselvs, and on
behalf of all persons similarly situated,

Plaintiffs,

v.

SKY HOTELS, INC., a California corporation;
MODCO 2, LLC, a California limited liability
company; J. R.P. HOSPITALITY, INC., a
California corporation; CY3 LLC, a California
limited liability company; NIMESH PATEL,
an individual; SUREKHA PATEL, an
individual; and MAHESH PATEL, an
individual; and DOES 1-50, Inclusive,

Defendants.

Case No.: CV-22-004004

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL**

Date: August 14, 2026
Time: 08:30 a.m

Judge: Hon. Clifford Tong
Dept.: 23

1 **MESSRELIAN LAW INC.**

Harout Messrelian, Esq.

2 hm@messrelianlaw.com

101 N. Brand Blvd., Suite 1450

3 Glendale, California 91203

Telephone: (818) 484-6531

4 **BIBIYAN LAW GROUP, P.C.**

5 Vedang Patel, Esq.

vedang@tomorrowlaw.com

6 1460 Westwood Boulevard

Los Angeles, California 90024

7 Telephone: (310) 438-5555

Facsimile: (310) 300-1705

8 Attorneys for PLAINTIFFS

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1 Plaintiffs’ motion for an order finally approving the Stipulation of Settlement of Class and
2 PAGA Action Claims and Release of Claims (“Agreement”) and Motion for Attorneys’ Fees and
3 Expenses and Service Awards duly came on for hearing on May 8, 2026, before the above-entitled
4 Court. Zakay Law Group, APLC, the JCL Law Firm, APC, Messrelian Law Inc., and Bibiyan Law
5 Group, P.C., appeared on behalf of Plaintiffs Edward Gray, Jessica Muto, Keily Villeda, Tammy
6 Lallier, and Jonathan Harrison-Liam Olson II (“Plaintiffs”). Sagaser, Watkins & Wieland PC
7 appeared on behalf of Defendants Sky Hotels, Inc., Modco 2, LLC, J. R.P. Hospitality, Inc., CY3
8 LLC, Nimesh Patel, Surekha Patel, and Mahesh Patel (hereinafter “Defendants”).

9 **I.**

10 **FINDINGS**

11 Based on the oral and written argument and evidence presented in connection with the
12 motion, the Court makes the following findings:

13 1. All capitalized terms used herein shall have the same meaning as defined in
14 the Agreement. All terms and provisions of the Agreement are incorporated herein by this reference
15 and adopted herein.

16 2. This Court has jurisdiction over the subject matter of this litigation pending
17 in the California Superior Court for the County of Stanislaus (“Court”), Case No. CV-22-004004,
18 entitled *Edward Gray, et al. v. Sky Hotels, Inc., et al.*, and over all Parties to this litigation, including
19 the Class.

20 **Preliminary Approval of the Settlement**

21 3. On January 22, 2026, the Court granted preliminary approval of a class-wide
22 settlement. At this same time the court approved certification of a provisional settlement class for
23 settlement purposes only. The Court confirms this Order and finally approves the settlement and the
24 certification of the Class.

25 **Notice to the Class**

26 4. In compliance with the Preliminary Approval Order, the Class Notice was
27 mailed by first class mail to the Class Members at their last known addresses on January 23, 2026.
28 Mailing of the Class Notice to their last known addresses was the best notice practicable under the

1 circumstances and was reasonably calculated to communicate actual notice of the litigation and the
2 proposed settlement to the members of the Class Members. The Court finds that the Class Notice
3 provided fully satisfies the requirements of California Rules of Court, rule 3.769.

4 5. The Response Deadline for opting out or objecting was March 10, 2026.
5 There was an adequate interval between notice and deadline to permit Class Members to choose
6 what to do and act on their decision. No Class Members objected. No Class Members requested
7 exclusion.

8 **Fairness Of The Settlement**

9 6. The Agreement provides for a Gross Settlement Amount of \$485,000.00.
10 The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48
11 Cal.App.4th 1794, 1801.)

12 a. The settlement was reached through arms-length bargaining between
13 the Parties. There is no evidence of any collusion between the Parties in reaching the proposed
14 settlement.

15 b. The Parties' investigation and discovery have been sufficient to allow
16 the Court and counsel to act intelligently.

17 c. Counsel for all parties are experienced in similar employment class
18 action litigation and have previously settled similar class claims on behalf of employees claiming
19 compensation. All counsel recommended approval of the Settlement.

20 d. No objections were received. No requests for exclusion were
21 received.

22 e. The participation rate is high. 100% of Class Members will be
23 participating in the Settlement and will be sent settlement payments.

24 7. The consideration to be given to the Settlement Class Members under the
25 terms of the Agreement is fair, reasonable, and adequate considering the strengths and weaknesses
26 of the claims asserted in this Action and is fair, reasonable, and adequate compensation for the
27 release of the Released Class Claims and Released PAGA Claims, given the uncertainties and risks
28 of the litigation and the delays which would ensue from continued prosecution of the Action.

1 8. The Agreement is finally approved as fair, adequate, and reasonable and in
2 the best interests of the Settlement Class Members.

3 **PAGA Payment**

4 9. The Agreement provides for a PAGA Payment in the amount of \$30,000.00.
5 The Court has reviewed the PAGA Payment and finds and determines that the PAGA Payment and
6 the allocation of \$22,500.00 to the Labor and Workforce Development Agency and \$7,500.00 to
7 Aggrieved Employees is fair and reasonable and complies with the requirements set forth in *Moniz*
8 *v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56.

9 **Attorneys' Fees and Expenses**

10 10. The Agreement provides for a payment for Attorneys' Fees and Expenses in
11 the amount of up to One Hundred Ninety-One Thousand Six Hundred Sixty Six Dollars and Sixty
12 Seven Cents (\$191,666.67). Subject to Court approval, the Attorneys' Fees and Expenses consists
13 of attorneys' fees equal to one-third of the Gross Settlement Amount, or One Hundred Sixty One
14 Thousand Six Hundred Sixty Six Dollars and Sixty Seven Cents (\$161,666.67), and up to
15 \$30,000.00 for actually incurred litigation expenses.

16 11. Attorneys' Fees and Expenses in an amount of up to of One Hundred Ninety
17 One Thousand Six Hundred Sixty Six Dollars and Sixty Seven Cents (\$191,666.67), comprised of
18 attorneys' fees in the amount of One Hundred Sixty One Thousand Six Hundred Sixty Six Dollars
19 and Sixty Seven Cents (\$161,666.67), and up to \$30,000.00 for actually incurred litigation expenses
20 is reasonable in light of the contingent nature of Class Counsel's fee, the hours worked by Class
21 Counsel, and the results achieved by Class Counsel. The requested attorneys' fee award represents
22 one-third of the common fund, which is reasonable, and is supported by Class Counsel's lodestar.

23 **Service Awards**

24 12. The Agreement provides for Service Awards of up to Ten Thousand Dollars
25 and Zero Cents (\$10,000.00) to each Plaintiff, subject to the Court's approval. The Court finds that
26 the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) to each Plaintiff is reasonable in
27 light of the risks and burdens undertaken by Plaintiffs in this class action litigation.

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13. The Agreement provides for Claims Administration Expenses to be paid in an amount not to exceed \$9,790.00. The Declaration of the Administrator provides that the actual claims Administration Expenses Payment were \$9,790.00. The amount of this payment is reasonable in light of the work performed by the Administrator.

ORDERS

1. The Class is certified for the purposes of settlement only. The Class is hereby defined as:

2. There are 482 members of the Class. Every person in the Class who did not opt out is a Settlement Class Member. After providing Notice to the Class, there were zero opt outs to the Settlement.

4. Defendants shall fund the Gross Settlement Amount in two installments: (i) \$242,500.00, plus any employer's share of payroll taxes on the wage portion of the Individual Settlement Payments, shall be due sixty (60) calendar days after the Effective Date, and (ii) \$242,500.00 shall be due six (6) months (182 calendar days) following the Effective Date. In exchange the Plaintiffs and Settlement Class Members shall release the "Released Parties" from the "Released Class Claims," and Plaintiffs, Aggrieved Employees, the LWDA, and the State of California shall release the "Released Parties" from the "Released PAGA Claims."

1 a. The “Released Parties” means Defendants together with their present
2 and former parents, subsidiaries, affiliated and related entities, present and former owners, boards,
3 officers, directors, trustees, shareholders, members, managers, partners, employees, agents, insurers,
4 attorneys, representatives, heirs, executors, administrators, successors and assigns.

5 b. The “Released Class Claims” shall mean and include, but are not
6 limited to all claims alleged by Plaintiffs in any complaints in the Action, or which could have been
7 alleged by Plaintiffs in any complaints in the Action by reason of or in connection with any matter
8 or fact set forth or referred to in the complaints, which include claims for (i) unfair competition in
9 violation of California Business & Professions Code section 17200 et seq., (ii) failure to pay
10 minimum wages in violation of Cal. Labor Code sections 1194, 1197, & 1197.1, (iii) failure to pay
11 overtime wages in violation of Cal. Labor Code sections 510 et seq., (iv) failure to provide required
12 meal periods in violation of Cal. Labor Code sections 226.7 and 512 and applicable wage order, (v)
13 failure to provide required rest periods in violation of Cal. Labor Code sections 226.7 and 512 and
14 applicable wage order, (vi) failure to reimburse employees for required expenses in violation of Cal.
15 Labor Code sections 2802, (vii) failure to provide accurate itemized statements in violation of Cal.
16 Labor Code section 226, and (viii) failure to provide wages when due in violation of Cal. Labor
17 Code sections 201, 202, and 203, and which also include without limitation any and all claims,
18 debts, liabilities, demands, actions, or causes of action, damages, interest, penalties, wages, and
19 equitable relief arising from or relating to the Released Class Claims during the Class Period as
20 defined herein. Without limiting the foregoing, the Released Class Claims shall also include claims
21 for (i) failure to compensate for all hours worked (California Industrial Welfare Commission Order
22 4-2001/5-2001, California Code of Regulations Title 8 Section 11040/11050, and California Labor
23 Code section 1198), (ii) failure to pay minimum wages (California Labor Code sections 1194,
24 1194.2, 1197), (iii) failure to pay overtime wages (California Industrial Welfare Commission Order
25 4-2001/5-2001, California Code of Regulations Title 8 Section 11040/11050, California Labor Code
26 section 510), (iv) failure to provide accurate itemized wage statements (California Labor Code
27 section 226), (v) failure to pay wages owed every pay period (California Labor Code section 204),
28 (vi) failure to pay wages when employment ends (California Labor Code sections 201, 203), (vii)

1 failure to provide rest breaks/rest periods, (viii) failure to provide meal breaks/meal periods, (ix)
2 failure to reimburse business expenses and failure to indemnify, (x) waiting time penalties, (xi)
3 violation of Cal. Labor Code section 227.3, (xii) failure to pay all wages due upon termination, (xiii)
4 failure to timely pay wages during employment, and (xiv) violation of Business & Professions Code
5 section 17200 and unfair competition, as well as claims for failure to provide unpaid wages,
6 including but not limited to failure to pay minimum wages, straight time compensation, overtime
7 compensation, and interest; failure to timely pay regular and preliminary wages; failure to provide
8 compliant meal, rest, and/or recovery periods; failure to pay premiums at all or at the correct rate
9 for any violation of meal, rest, and recovery period obligations; compensation due by reason of a
10 split shift; reporting time pay; sick time and sick pay claims; claims arising from invalid meal period
11 waivers and on-duty meal period waivers; payment for all hours worked; wage statements and
12 paystubs, including wage statements and paystubs furnished or available in physical, electronic, or
13 other forms; failure to keep accurate records; making unlawful deductions; failing to reimburse
14 business expenses; unfair business practices; any and all related penalties, including recordkeeping
15 penalties, wage statement penalties, minimum wage penalties, and waiting time penalties; and
16 statutory penalties and/or civil penalties associated with any of the foregoing. Such Released Class
17 Claims shall also include, but are not limited to those claims arising under California Labor Code
18 sections 98, 98.6, 200, 201-204, 204b, 206, 210, 212, 213, 218, 218.5, 218.6, 221, 222, 222.5, 223,
19 224, 225, 225.5, 226, 226.2, 226.3, 226.7, 227.3, 232, 232.5 233, 234, 246, 246.5, 247, 247.5, 248,
20 248.1, 248.2, 248.3, 248.5, 248.6, 248.7, 400-410, 432, 432.5, 432.6, 432.7, 432.8, 510, 512, 558,
21 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1197.14, 1198, 1198.5 1199,
22 1527, 2800, 2802, 2804, 2810.5, 2698 et seq., 2699 et seq., 3366, 3457, 6401, 6402, 6403, 6409.6,
23 6432, 8397.4, and/or those arising under the applicable Industrial Welfare Commission Wage
24 Order(s) (including but not limited to subsections 3, 4, 5, 7, 8, 9, 11, 12, 13, 18, and 20 of the
25 applicable Wage Order(s) [including the provisions of the California Code of Regulations codifying
26 the applicable Wage Order(s)], which may include but are not limited to Wage Orders 1-2001, 7-
27 2001, and/or 9-2001); 8 C.C.R. §3395; California Business and Professions Code section 17200 et
28 seq. (including, without limitation, California Business and Professions Code sections 17200

1 through 17208, 16600, 16700); the California Civil Code sections 3287, 3289, and 3294; California
2 Code of Civil Procedure sections 1021.5 and 1032; California Government Code section 12952, and
3 any related claims under the Fair Labor Standards Act (“FLSA”) (29 U.S.C. §§ 201, et seq.). All
4 terms and provisions in the Agreement, including without limitation, all the releases and waivers of
5 claims, and any definitions relating thereto, are incorporated in this order by this reference and
6 adopted herein.

7 a. The “Released PAGA Claims” means and includes, but is not limited
8 to, the PAGA cause of action (and any other claims and corresponding requests for relief) asserted
9 by Plaintiffs on behalf of Plaintiffs and the Aggrieved Employees in the Action, namely all claims,
10 rights, demands, liabilities, allegations, and causes of action arising from PAGA that were pled,
11 alleged, or reasonably could have been alleged based on the facts asserted in any complaints in the
12 Action and based on all Plaintiffs’ PAGA notices filed and submitted in connection with this Action,
13 violations of the PAGA (Labor Code sections 2698 et seq.), and any claims for PAGA penalties
14 under California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558,
15 1174(d), 1174.5, 1194, 1197.1, 1198, and 2802. All terms and provisions in the Agreement,
16 including without limitation, all the releases and waivers of claims, and any definitions relating
17 thereto, are incorporated in this order by this reference and adopted herein.

18 5. Class Counsel are awarded Attorneys’ Fees in the amount of One Hundred
19 Sixty One Thousand Six Hundred Sixty Six Dollars and Sixty Seven Cents (\$161,666.67) and
20 Attorneys’ Expenses in the amount of \$30,000.00. Class Counsel shall not seek or obtain any other
21 compensation or reimbursement from Defendants, Plaintiffs, or members of the Class.

22 6. The payment of the Service Awards Plaintiffs in the amount of \$10,000.00
23 per Plaintiff is approved.

24 7. The payment of \$9,790.00 to the Administrator for the Claims Administration
25 Expenses is approved.

26 8. The PAGA Payment of \$30,000.00 is hereby approved as fair, reasonable,
27 adequate, and adequately protects the interests of the public and the LWDA. Further, the Court
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1 finds that Plaintiff and Class Counsel negotiated the PAGA Payment at arms-length, absent of any
2 fraud or collusion.

3 9. Final Judgment is hereby entered in this action. The Final Judgment shall
4 bind each Settlement Class Member.

5 10. Final Judgment shall also bind Plaintiff, acting on behalf of the State of
6 California and all Aggrieved Employees, pursuant to the California Private Attorneys' General Act
7 ("PAGA").

8 11. The Court further finds and determines that Class Counsel satisfied California
9 Labor Code § 2699(s)(2) by giving the LWDA notice of the proposed Settlement of claims arising
10 under the Private Attorney General Act ("PAGA") on January 24, 2026.

11 12. The Court orders Class Counsel to comply with California Labor Code §
12 2699(s)(3) by providing the LWDA a copy of this order within ten (10) calendar days of the Court's
13 entry of this Order.

14 13. The Agreement is not an admission by Defendants, nor is this Final Approval
15 Order and Judgment a finding of the validity of any claims in the Action or of any wrongdoing by
16 Defendants. Neither this Final Approval Order, the Settlement, nor any document referred to herein,
17 nor any action taken to carry out the Settlement is, may be construed as, or may be used as an
18 admission by or against Defendants of any fault, wrongdoing, or liability whatsoever. The entering
19 into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not
20 in any event be construed as, or deemed to be evidence of, an admission or concession with regard
21 to the denials or defenses by Defendants and shall not be offered in evidence in any action or
22 proceeding against Defendants in any court, administrative agency or other tribunal for any purpose
23 as an admission whatsoever other than to enforce the provisions of this Final Approval Order and
24 Judgment, the Settlement, or any related agreement or release. Notwithstanding these restrictions,
25 any of the Parties may file in the Action or in any other proceeding this Final Approval Order and
26 Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the
27 Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim
28 or issue preclusion or similar defense as to the claims being released by the Settlement.

1 14. Notice of entry of this Final Approval Order and Judgment shall be given to
2 Class Counsel on behalf of Plaintiffs and all Settlement Class Members. It shall not be necessary
3 to send notice of entry of this Final Approval Order and Judgment to individual Settlement Class
4 Members and the Final Approval Order and Judgment shall be posted on the Administrator's
5 website as indicated in the Class Notice.

6 15. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
7 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a
8 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
9 connection with the distribution of settlement benefits.

10 16. If the Settlement does not become final and effective in accordance with the
11 terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to
12 Defendants consistent with the terms of the Settlement, then this Final Approval Order and
13 Judgment, and all orders entered in connection herewith shall be rendered null and void and shall
14 be vacated.

15 **IT IS SO ORDERED.**

16 DATED: _____, 2026
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19 _____
20 Hon. Clifford Tong
21 JUDGE OF THE SUPERIOR COURT
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