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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 themselves, 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] JUDGMENT

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

Judge: Hon. Clifford Tong
Dept.: 23

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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. The parties having settled this action and the Court having entered an Order Granting Final
5 Approval and good cause appearing therefor,

6 **IT IS HEREBY ORDERED, ADJUDICATED and DECREED THAT:**

7 1. The certification of the Class is confirmed for the purposes of settlement. The Class
8 is defined as “All non-exempt employees who are or previously were employed by Sky Hotels,
9 Inc., Modco 2, LLC, CY3, LLC, J.R.P. Hospitality, Inc., Nimesh Patel, Surekha Patel, and
10 Mahesh Patel, and performed work in California during the period between September 6, 2018 to
11 February 10, 2024 (the “Class Period”).

12 2. All persons who meet the foregoing definition are Settlement Class Members, except
13 for those individuals who filed a valid request for exclusion (“opt out”) from the Class.

14 3. Except as set forth in the Agreement, the Order Granting Final Approval and this
15 Judgment, Plaintiffs, and all members of the Class, shall take nothing in the Action. Each Party shall
16 bear its own attorneys’ fees and costs, except as otherwise provided in the Agreement, the Order
17 Granting Final Approval and in this Judgment.

18 4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
19 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
20 supervise and adjudicate any dispute arising from or in connection with the distribution of settlement
21 benefits. All terms and provisions of the Agreement are incorporated herein by this reference and
22 adopted herein.

23 5. As of the date the Defendants fully fund the Gross Settlement Amount, Plaintiffs and
24 each Settlement Class Member who has not validly opted out has released the “Released Parties”
25 from the “Released Class Claims” as set forth in the Agreement.

26 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:

27 (a) The “Released Class Claims” shall mean and include, but are not limited to
28 all claims alleged by Plaintiffs in any complaints in the Action, or which could have been alleged

1 by Plaintiffs in any complaints in the Action by reason of or in connection with any matter or fact
2 set forth or referred to in the complaints, which include claims for (i) unfair competition in violation
3 of California Business & Professions Code section 17200 et seq., (ii) failure to pay minimum wages
4 in violation of Cal. Labor Code sections 1194, 1197, & 1197.1, (iii) failure to pay overtime wages
5 in violation of Cal. Labor Code sections 510 et seq., (iv) failure to provide required meal periods in
6 violation of Cal. Labor Code sections 226.7 and 512 and applicable wage order, (v) failure to provide
7 required rest periods in violation of Cal. Labor Code sections 226.7 and 512 and applicable wage
8 order, (vi) failure to reimburse employees for required expenses in violation of Cal. Labor Code
9 sections 2802, (vii) failure to provide accurate itemized statements in violation of Cal. Labor Code
10 section 226, and (viii) failure to provide wages when due in violation of Cal. Labor Code sections
11 201, 202, and 203, and which also include without limitation any and all claims, debts, liabilities,
12 demands, actions, or causes of action, damages, interest, penalties, wages, and equitable relief
13 arising from or relating to the Released Class Claims during the Class Period as defined herein.
14 Without limiting the foregoing, the Released Class Claims shall also include claims for (i) failure to
15 compensate for all hours worked (California Industrial Welfare Commission Order 4-2001/5-2001,
16 California Code of Regulations Title 8 Section 11040/11050, and California Labor Code section
17 1198), (ii) failure to pay minimum wages (California Labor Code sections 1194, 1194.2, 1197), (iii)
18 failure to pay overtime wages (California Industrial Welfare Commission Order 4-2001/5-2001,
19 California Code of Regulations Title 8 Section 11040/11050, California Labor Code section 510),
20 (iv) failure to provide accurate itemized wage statements (California Labor Code section 226), (v)
21 failure to pay wages owed every pay period (California Labor Code section 204), (vi) failure to pay
22 wages when employment ends (California Labor Code sections 201, 203), (vii) failure to provide
23 rest breaks/rest periods, (viii) failure to provide meal breaks/meal periods, (ix) failure to reimburse
24 business expenses and failure to indemnify, (x) waiting time penalties, (xi) violation of Cal. Labor
25 Code section 227.3, (xii) failure to pay all wages due upon termination, (xiii) failure to timely pay
26 wages during employment, and (xiv) violation of Business & Professions Code section 17200 and
27 unfair competition, as well as claims for failure to provide unpaid wages, including but not limited
28 to failure to pay minimum wages, straight time compensation, overtime compensation, and interest;

1 failure to timely pay regular and preliminary wages; failure to provide compliant meal, rest, and/or
2 recovery periods; failure to pay premiums at all or at the correct rate for any violation of meal, rest,
3 and recovery period obligations; compensation due by reason of a split shift; reporting time pay;
4 sick time and sick pay claims; claims arising from invalid meal period waivers and on-duty meal
5 period waivers; payment for all hours worked; wage statements and paystubs, including wage
6 statements and paystubs furnished or available in physical, electronic, or other forms; failure to keep
7 accurate records; making unlawful deductions; failing to reimburse business expenses; unfair
8 business practices; any and all related penalties, including recordkeeping penalties, wage statement
9 penalties, minimum wage penalties, and waiting time penalties; and statutory penalties and/or civil
10 penalties associated with any of the foregoing. Such Released Class Claims shall also include, but
11 are not limited to those claims arising under California Labor Code sections 98, 98.6, 200, 201-204,
12 204b, 206, 210, 212, 213, 218, 218.5, 218.6, 221, 222, 222.5, 223, 224, 225, 225.5, 226, 226.2,
13 226.3, 226.7, 227.3, 232, 232.5 233, 234, 246, 246.5, 247, 247.5, 248, 248.1, 248.2, 248.3, 248.5,
14 248.6, 248.7, 400-410, 432, 432.5, 432.6, 432.7, 432.8, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12,
15 1194, 1194.2, 1197, 1197.1, 1197.5, 1197.14, 1198, 1198.5 1199, 1527, 2800, 2802, 2804, 2810.5,
16 2698 et seq., 2699 et seq., 3366, 3457, 6401, 6402, 6403, 6409.6, 6432, 8397.4, and/or those arising
17 under the applicable Industrial Welfare Commission Wage Order(s) (including but not limited to
18 subsections 3, 4, 5, 7, 8, 9, 11, 12, 13, 18, and 20 of the applicable Wage Order(s) [including the
19 provisions of the California Code of Regulations codifying the applicable Wage Order(s)], which
20 may include but are not limited to Wage Orders 1-2001, 7-2001, and/or 9-2001); 8 C.C.R. §3395;
21 California Business and Professions Code section 17200 et seq. (including, without limitation,
22 California Business and Professions Code sections 17200 through 17208, 16600, 16700); the
23 California Civil Code sections 3287, 3289, and 3294; California Code of Civil Procedure sections
24 1021.5 and 1032; California Government Code section 12952, and any related claims under the Fair
25 Labor Standards Act (“FLSA”) (29 U.S.C. §§ 201, et seq.). All terms and provisions in the
26 Agreement, including without limitation, all the releases and waivers of claims, and any definitions
27 relating thereto, are incorporated in this judgment by this reference and adopted herein.

1 (b) The “Released Parties” means Defendants together with their present and
2 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 7. As of the date the Defendants fully fund the Gross Settlement Amount, Plaintiffs,
6 Aggrieved Employees, the LWDA, and the State of California have released the Released Parties
7 from the “Released PAGA Claims” for the “PAGA Period” as set forth in the Agreement.

8 8. As used in paragraph 7 above, the quoted terms have the meanings set forth below:

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

20 (b) The “PAGA Period” is defined as the period from July 1, 2021 to February
21 10, 2024.

22 9. This Court hereby grants final approval and awards the following: (i) \$191,666.67
23 for the Attorneys’ Fees and Expenses comprised of One Hundred Sixty One Thousand Six Hundred
24 Sixty Six Dollars and Sixty-Seven Cents (\$161,666.67) for attorneys’ fees and \$30,000.00 for and
25 litigation costs; (ii) the Service Awards to Plaintiffs EDWARD GRAY, JESSICA MUTO, KEILY
26 VILLEDA, TAMMY LALLIER, and JONATHAN HARRISON-LIAM OLSON II, in the amount
27 of Ten Thousand Dollars and Zero Cents (\$10,000.00) to each Plaintiff; (iii) Claims Administration
28 Expenses of Nine Thousand Seven Hundred Ninety Dollars and Zero Cents (\$9,790.00) to Apex

1 Class Action, LLC; (iv) Twenty-Two Thousand Five Hundred Dollars and Zero Cents (\$22,500.00)
2 (75% of the PAGA Payment) to the Labor and Workforce Development Agency (“LWDA
3 Payment”); and Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) (25% of the
4 PAGA Payment) allocated to the Individual PAGA Payments.

5 10. Plaintiffs shall give notice of this Judgment to the Labor and Workforce
6 Development Agency within ten (10) days after entry of the Judgment or order pursuant to
7 California Labor Code section 2699(s)(3).
8

9 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
10 **ORDERED.**

11 DATED: _____, 2026
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14 _____
15 Hon. Clifford Tong
16 JUDGE OF THE SUPERIOR COURT
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