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10 MARJA RETANA and MARGARITA MEDINA

11 **SUPERIOR COURT OF CALIFORNIA**

12 **FOR THE COUNTY OF SAN JOAQUIN**

13 ROSEMERI AROSEMENA, MARIA
14 RETANA, and MARGARITA MEDINA, as
15 individuals and on behalf of all others
16 similarly situated,

17 Plaintiffs,

18 vs.

19 RANCHHODRAI INC., a California
20 Corporation; KANJIBHAI PATEL, an
21 individual; CHAMP PATEL, an individual;
22 and DOES 1 to 100, inclusive,

23 Defendants.

Case No. STK-CV-UOE-2019-15963

CLASS ACTION

**EXHIBIT LIST AND EXHIBITS IN
SUPPORT OF PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: April 5, 2024

Time: 9:00 a.m.

Dept.: 10A

Judge: Hon. George J. Abdallah, Jr.

Filed: December 2, 2019

FAC Filed: February 26, 2020

SAC Filed: October 19, 2020

Trial Date: None Set

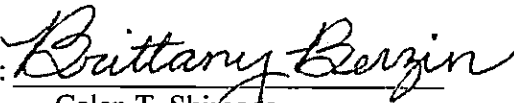
EXHIBITS ISO MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

FILE BY FAX

<u>EXHIBIT</u>	<u>DESCRIPTION</u>
A	Joint Stipulation Regarding Class Action and PAGA Settlement and Release
B	Plaintiffs' Operative Complaint
C	Letter to the LWDA Regarding PAGA Claims
D	Apex Class Action Quote
E	Plaintiffs' Itemized Costs
F	Proposed Notice of Settlement
G	Proof of Submission of Proposed Settlement Agreement to LWDA
H	Class Certification Order

Dated: March 11, 2024

Shimoda & Rodriguez Law, PC

By: 

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 Justin P. Rodriguez
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 Attorneys for Plaintiffs

EXHIBIT A

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CHAMP PATEL and KANJIBHAI PATEL

11 **SUPERIOR COURT OF CALIFORNIA**
12 **FOR THE COUNTY OF SAN JOAQUIN**

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19 RANCHHODRAI INC., a California
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individual; CHAMP PATEL, an individual; and
21 DOES 1 to 100, inclusive,

22 Defendants.

Case No.: STK-CV-UOE-2019-15963

**JOINT STIPULATION REGARDING CLASS
ACTION AND PAGA SETTLEMENT AND
RELEASE**

Filed: December 2, 2019
FAC Filed: February 26, 2020
SAC Filed: October 19, 2020
Trial Date: None Set

1 This Joint Stipulation Regarding Class Action and PAGA Settlement and Release is made and
2 entered into between the Plaintiffs Rosemeri Arosemena, Maria Retana and Margarita Medina
3 (“Plaintiffs”), on behalf of themselves, the Labor and Workforce Development Agency, Class Members,
4 and Aggrieved Employees, and Defendants Ranchhodrai, Inc., Kanjibhai Patel and Champ Patel
5 (“Defendants”). This Agreement is subject to the terms and conditions set forth below and the approval of
6 the Court.

7 **1. DEFINITIONS**

8 The following terms, when used in this Agreement, have the following meanings:

9 1.1 “Action” means the above stated lawsuit, *Arosemena, et al. v. Ranchhodrai, Inc., et al.*, San
10 Joaquin County Superior Court, Case No. STK-CV-UOE-2019-15963, filed December 2, 2019.

11 1.2 “Aggrieved Employee(s)” means all non-exempt employees who worked for Ranchhodrai,
12 Inc. in California during the PAGA Claim Period.

13 1.3 “Agreement” or “Settlement” or “Settlement Agreement” means this Joint Stipulation
14 Regarding Class Action and PAGA Settlement and Release.

15 1.4 “Class Counsel” means Galen T. Shimoda and Justin P. Rodriguez of Shimoda & Rodriguez
16 Law, PC.

17 1.5 “Class Member(s)” means all non-exempt employees who worked for Ranchhodrai, Inc. in
18 California during the Class Period.

19 1.6 “Class Period” means from December 2, 2015 up to November 14, 2022.

20 1.7 “Class Representatives” means Plaintiffs Rosemeri Arosemena, Maria Retana and
21 Margarita Medina.

22 1.8 “Complaint” means the operative Complaint on file in the Action with the Court.

23 1.9 “Court” means the San Joaquin County Superior Court.

24 1.10 “Defendants” means Ranchhodrai, Inc., Kanjibhai Patel and Champ Patel.

25 1.11 “Defendants’ Counsel” means Simran Sekhon of Sekhon Law.

26 1.12 “Enhancement Payments” means the amount approved by the Court to be paid to the Class
27 Representatives in recognition of the time and effort expended on behalf of Class Members for the benefit
28

1 of Class Members, which is in addition to any Individual Settlement Amount paid to the Class
2 Representatives as Participating Class Members.

3 1.13 "Effective Date" means the Final Approval Date unless there is a timely objection lodged
4 that has not later been withdrawn, in which case the Effective Date will be either (a) the 60th calendar day
5 after a signed order approving this settlement has been filed provided no appellate proceeding having been
6 filed; or (b) seventh (7th) calendar day after any appellate proceeding opposing the settlement has been
7 finally dismissed with no material change to the terms of this settlement and there is no right to pursue
8 further remedies or relief, whichever is later.

9 1.14 "Final Approval Date" means the date a signed order granting final approval of this
10 Agreement is filed with the Court.

11 1.15 "Gross Settlement Amount" is the sum of One Hundred Thirty-Five Thousand Dollars and
12 No Cents (\$135,000.00).

13 1.16 "Individual Settlement Amount" means an individual Class Member's and Aggrieved
14 Employee's allocation of the Net Settlement Amount and PAGA Payment respectively, as defined in
15 Sections 1.18, 1.22, 5.5, and 5.8.

16 1.17 "LWDA" means the California Labor and Workforce Development Agency.

17 1.18 "Net Settlement Amount" is the portion of the Gross Settlement Amount available for
18 distribution to Class Members, as described in this Agreement, after deduction of Class Counsel's
19 attorneys' fees and litigation costs, Settlement Administrator Costs, the PAGA Payment, and Enhancement
20 Payments to the Class Representative.

21 1.19 "Notice of Settlement" means the document substantially in the form attached hereto as
22 Exhibit 1.

23 1.20 "Notice Period" means forty-five (45) calendar days from the initial mailing of the Notice
24 of Settlement to Class Members and Aggrieved Employees.

25 1.21 "PAGA" means Private Attorneys General Act.

26 1.22 "PAGA Payment" means the amount allocated from the Gross Settlement Amount towards
27 resolving claims under the Private Attorneys General Act of 2004, California Labor Code §§ 2698 *et seq.*

28 1.23 "PAGA Claim Period" means from November 25, 2018, and November 14, 2022.

1 1.24 "Parties" mean Defendants and Plaintiffs.

2 1.25 "Participating Class Member" means any and all Class Members who have not made any
3 timely request to opt-out of the Agreement.

4 1.26 "Preliminary Approval Date" means the date a signed order granting preliminary approval
5 of this Agreement is filed with the Court.

6 1.27 "QSF" means a Qualified Settlement Fund set up by the Settlement Administrator for the
7 benefit of the Participating Class Members and/or Aggrieved Employees and from which the payments
8 under this Agreement shall be made. Any amounts Defendants have agreed to pay under this Agreement
9 shall remain the property of Defendants until the payments required under the Agreement are made.

10 1.28 "Qualifying Workweeks" are weeks worked by Class Members and/or Aggrieved
11 Employees during the Class Period and/or PAGA Claim Period, respectively, in California. For Class
12 Members, workweeks shall be defined as the total length of service (in days) in California during the Class
13 Period divided by seven. For Aggrieved Employees workweeks shall be defined as the total length of
14 service (in days) in California during the PAGA Claim Period divided by seven. The calculation of a Class
15 Member's and/or Aggrieved Employee's workweeks and a determination as to whether a Class Member
16 and/or Aggrieved Employee was actively employed in California in a particular workweek shall be
17 construed from Defendants' records.

18 1.29 "Released Class Claims" means any and all class claims that are alleged in the Complaint,
19 through the Class Period. This release excludes the release of claims not permitted by law. The Released
20 Class Claims exclude claims for workers' compensation or unemployment insurance benefits. This release
21 will cover all Class Members who do not opt out.

22 1.30 "Released PAGA Claims" means any and all claims that were brought under the Private
23 Attorneys General Act, Labor Code §§ 2698 *et seq.*, contained in the Complaint during the PAGA Claim
24 Period. Aggrieved Employees cannot opt out of this waiver of claims.

25 1.31 "Released Parties" means Defendants, as well as Defendants' officers, shareholders,
26 directors, agents, employees, attorneys, and insurers.

27 //

28 //

1 1.32 “Settlement Administrator” means and refers to Apex Class Action, the third-party entity
2 that will administer the Agreement as outlined in Sections 4 and 7, or any other third-party administrator
3 agreed to by the Parties and approved by the Court for the purposes of administering this Agreement. The
4 Parties each represent that they do not have any financial interest in the Settlement Administrator.

5 1.33 “Settlement Administrator Costs” means the fees and expenses reasonably incurred by the
6 Settlement Administrator as a result of the procedures and processes expressly required by this Agreement,
7 and shall include all costs of administering the Agreement, including, but not limited to, all tax document
8 preparation, custodial fees, and accounting fees incurred by the Settlement Administrator; all costs and fees
9 associated with preparing, issuing and mailing any and all notices and other correspondence to Class
10 Members and/or Aggrieved Employees; all costs and fees associated with communicating with Class
11 Members and/or Aggrieved Employees, Class Counsel, and Defendants’ Counsel; all costs and fees
12 associated with computing, processing, reviewing, and paying the Individual Settlement Amounts, and
13 resolving disputes; all costs and fees associated with calculating tax withholdings and payroll taxes, if any,
14 making related payment to federal and state tax authorities, if any, and issuing tax forms relating to
15 payments made under the Agreement; all costs and fees associated with preparing any tax returns and any
16 other filings required by any governmental taxing authority or agency; all costs and fees associated with
17 preparing any other notices, reports, or filings to be prepared in the course of administering Individual
18 Settlement Amounts; and any other costs and fees incurred and/or charged by the Settlement Administrator
19 in connection with the execution of its duties under this Agreement.

20 **2. DESCRIPTION OF THE LITIGATION**

21 2.1 On or about November 25, 2019, Plaintiff Rosemeri Arosemena sent notice to the LWDA
22 to exhaust administrative remedies under the PAGA for failure to pay overtime wages, failure to pay
23 minimum wages, failure to pay final wages, failure to maintain accurate records, meal period violations,
24 rest period violations, wage statement violations, waiting time penalties, and failure to reimburse expenses.
25 The LWDA did not respond to the notices within the statutorily required time frame and, as such, Plaintiff
26 Rosemeri Arosemena became authorized to act as a Private Attorneys General on all alleged PAGA claims.

27 2.2 On or about December 2, 2019, Plaintiff Rosemeri Arosemena filed a class action
28 Complaint in San Joaquin County Superior Court on behalf of herself and Class Members alleging claims

1 for failure to pay overtime wages, failure to pay minimum wages, failure to provide meal periods, failure
2 to provide rest periods, failure to provide accurate itemized statements, waiting time penalties, failure to
3 reimburse expenses, and unfair competition. Plaintiff Rosemeri Arosemena filed a First Amended
4 Complaint on approximately February 26, 2020 to add a PAGA cause of action based on the violations
5 alleged in the notices to the LWDA on behalf of herself and Aggrieved Employees. Plaintiff Rosemeri
6 Arosemena filed a Second Amended Complaint to add named Plaintiffs Maria Retana and Margarita
7 Medina on October 19, 2020.

8 2.3 Through discovery, Defendants and Defendants' Counsel provided Class Counsel with
9 applicable versions of its policies and procedures, employee handbooks, information on Class Members
10 including, but not limited to, Class Members' dates of employment, total number of Class Members, and
11 their time and payroll records.

12 2.4 On July 22, 2020, the Parties participated in a mediation with private mediator Hon. Lesley
13 Holland (Ret.). The Parties were not able to reach a resolution at that time. Through continued negotiations
14 throughout the course of the litigation the Parties were ultimately able to agree on a resolution. At all times,
15 the Parties' settlement negotiations have been non-collusive, adversarial, and at arm's length.

16 2.5 Discussions between Plaintiffs and Class Counsel, between counsel for the Parties,
17 document productions, extensive legal analysis, the provision of information by Defendants to Plaintiffs
18 and the detailed analysis of the records, including expert analysis, have permitted each side to assess the
19 relative merits of the claims and the defenses to those claims.

20 2.6 In the Action, Plaintiffs contends that Defendants violated California law by 1) failing to
21 pay overtime premiums for all overtime hours worked; 2) automatically deducting 30 minutes for meal
22 periods not received; 3) failing to provide all meal periods; 4) failing to provide all rest periods; 5) failing
23 to pay reimbursements for business expenses, such as cleaning supplies; and 6) failing to have the correct
24 address on its wage statements. Defendants have denied each of Plaintiffs' claims. The agreed upon Gross
25 Settlement Amount was reached after evaluating the Parties' theories of potential exposure for the
26 underlying claims, the class data supporting these claims, and Defendants' factual and legal contentions
27 and defenses. The Settlement also takes into account Defendants' ability to pay after a review of its tax
28 documents and the fact that Ranchhodrai, Inc., ceased operations in 2022.

1 2.7 The Parties agree that the above-described investigation and evaluation, as well as discovery
2 and the information exchanged to date, are more than sufficient to assess the merits of the respective
3 Parties' positions and to compromise the issues on a fair and equitable basis. Plaintiffs, Class Counsel,
4 Defendants, and Defendants' Counsel have concluded that it is desirable that the Action be settled in a
5 manner and upon such terms and conditions set forth herein in order to avoid further expense,
6 inconvenience and distraction of further legal proceedings, and the risk of an adverse outcome each of the
7 Parties potentially face in the Action. Therefore, the Parties desire to resolve the claims in the Action.
8 Plaintiffs, Class Counsel, Defendants, and Defendants' Counsel are of the opinion that the Agreement for
9 the consideration and terms set forth herein is fair, reasonable, and adequate in light of all known facts and
10 circumstances.

11 **3. THE CONDITIONAL NATURE OF THIS AGREEMENT**

12 3.1 This Agreement and all associated exhibits or attachments are made for the sole purpose of
13 settling the Action. This Agreement and the settlement it evidences are made in compromise of disputed
14 claims. Because the Action was pled as a class action, this Agreement must receive preliminary and final
15 approval by the Court. Accordingly, the Parties enter into this Agreement and associated settlement on a
16 conditional basis. If the Effective Date does not occur, or if the Court's approval of the settlement is
17 reversed or materially modified on appellate review, this Agreement shall be deemed null and void; it shall
18 be of no force or effect whatsoever; it shall not be referred to or utilized for any purpose whatsoever; and
19 the negotiation, terms and entry of the Agreement shall remain subject to the provisions of California
20 Evidence Code Sections 1119 and 1152, Federal Rule of Evidence 408, and any other analogous rules of
21 evidence that may be applicable.

22 3.2 Defendants have denied all claims as to liability, damages, liquidated damages, penalties,
23 interest, fees, restitution, injunctive relief and all other forms of relief asserted in the Action. Defendants
24 have agreed to resolve the Action via this Agreement, but to the extent this Agreement is deemed void or
25 the Effective Date does not occur, Defendants do not waive, but rather expressly reserve, all rights to
26 challenge all such claims and allegations in the Action upon all procedural and factual grounds, as well as
27 to assert any and all other potential defenses or privileges.

28 **4. SCOPE OF THE CLASS**

1 4.1 The scope of the class of individuals encompassed under the Agreement and subject to all
2 obligations and duties required under the Agreement, shall include all Class Members as defined in Section
3 1.5 and all Aggrieved Employees as defined in Section 1.2. However, it shall not include any Class
4 Members who submit valid and timely requests to opt-out of the Agreement and settlement, as set forth in
5 Section 7.5.1.

6 4.2 Only Participating Class Members and Aggrieved Employees are entitled to recover under
7 this Agreement.

8 4.3 Any person who believes that he or she is a Class Member or Aggrieved Employee and
9 wishes to participate in the Agreement, but did not receive a Notice of Settlement because his or her name
10 did not appear on the class list provided to the Settlement Administrator prior to mailing, may submit a
11 data request to the Settlement Administrator. The data request must contain all of the following
12 information: (a) the full name and, if applicable, Social Security Number of the individual making the
13 request; (b) the name used by such employee as of the time his or her employment with Defendants ended;
14 (c) the individual's dates of employment with Defendants; and (d) a return address to which a response
15 may be sent. Every data request must be postmarked on or before the conclusion of the Notice Period or
16 otherwise submitted to the Settlement Administrator such that it is received before the conclusion of the
17 Notice Period. Upon receipt of any data requests, the Settlement Administrator shall promptly (in no event
18 more than two business days) transmit the data requests to Defendants' Counsel and request that
19 Defendants review their records.

20 4.4 If Defendants agree that the person listed in a data request is a Class Member and/or
21 Aggrieved Employee, the Settlement Administrator shall promptly mail a Notice of Settlement to the
22 person who submitted the data request, at the address designated for that purpose in the data request. All
23 provisions of this Agreement relating to the Notice of Settlement shall apply to Notice of Settlements sent
24 in response to data requests, and any person who submits a data request and is sent a Notice of Settlement
25 in response shall be treated by the Settlement Administrator as a Class Member and/or Aggrieved
26 Employee for all other purposes.

27 4.5 If Defendants do not agree that the person listed in a data request is a Class Member and/or
28 Aggrieved Employee, Defendants' Counsel and Class Counsel shall attempt to resolve any such dispute in

1 good faith within seven (7) calendar days of Class Counsel being advised in writing of the data request
2 dispute. Defendants' records shall control unless the individual submitting the data request provides
3 persuasive evidence to doubt the accuracy of those records. Each data request dispute that Defendants'
4 Counsel and Class Counsel cannot timely resolve shall be resolved by the Settlement Administrator. The
5 Settlement Administrator must accept and weigh all the evidence provided in a good faith attempt to resolve
6 the dispute. The Settlement Administrator must resolve any dispute submitted to it within seven (7)
7 calendar days after Defendants' Counsel and Class Counsel submit the dispute to the Settlement
8 Administrator. The decision by the Settlement Administrator shall be final as between the parties, subject
9 to Court review.

10 **5. TERMS OF THE SETTLEMENT**

11 The Parties agree as follows:

12 5.1 Gross Settlement Amount: In consideration and exchange for the releases described in
13 Section 6, Defendants shall pay the Gross Settlement Amount (\$135,000.00). Funding of the Gross
14 Settlement Amount shall occur within 21 calendar days after the Effective Date to be held in trust in a QSF
15 by the Settlement Administrator. The Gross Settlement Amount includes payments to Participating Class
16 Members, Aggrieved Employees, all attorneys' fees, costs and litigation expenses related to the Action
17 incurred to date, as well as all such fees and costs incurred in documenting the Agreement, administering
18 the Agreement (including Settlement Administrator Costs), and obtaining final approval of the Agreement,
19 the Enhancement Payments to the Class Representative and the PAGA Payment. Any monies necessary
20 to satisfy Defendants' tax obligations (e.g. employer FICA, FUTA and SDI contributions on wage
21 payments) on any monies distributed to Participating Class Members will be paid in addition to the Gross
22 Settlement Amount.

23 5.2 Attorneys' Fees and Costs: Class Counsel will apply to the Court for attorney's fees of 35%
24 of the Gross Settlement Amount, which shall be paid from the Gross Settlement Amount. Defendants have
25 agreed to not oppose Class Counsel's application for attorneys' fees so long as it does not exceed the 35%
26 threshold. Class Counsel will also be entitled to reimbursement for advanced litigation expenses not to
27 exceed \$12,000, which shall be paid from the Gross Settlement Amount. Defendants have agreed to not
28 oppose Class Counsel's request for reimbursement for advanced litigation expenses so long as they do not

1 exceed the \$12,000 threshold. The Settlement Administrator will issue Class Counsel an IRS Form 1099
2 for the attorneys' fees and costs paid under this Agreement. In the event that the Court awards less than
3 the requested attorney's fees and/or costs, the portion of the requested amounts not awarded to Class
4 Counsel shall be added to the Net Settlement Amount to be distributed to Participating Class Members on
5 a pro rata basis.

6 5.3 Settlement Administrator Costs: The Settlement Administrator Costs shall be paid from the
7 Gross Settlement Amount and shall not exceed \$10,000. The difference between any actual costs and the
8 allocated \$10,000 shall be added to the Net Settlement Amount to be distributed to Participating Class
9 Members on a pro rata basis.

10 5.4 Enhancement Payments: Class Counsel, on behalf of Plaintiffs, shall apply to the Court for
11 an Enhancement Payment to the Class Representative in an amount not to exceed Ten Thousand Dollars
12 (\$10,000) each to compensate for the risks, time, and expense of their involvement in the Action and
13 securing the benefits of this Agreement for Class Members. The Enhancement Payment is in addition to
14 the Individual Settlement Amount Plaintiffs would otherwise be due under the Agreement as a Participating
15 Class Members. Defendants have agreed to not oppose Class Counsel's request for an Enhancement
16 Payment to Plaintiffs so long as it does not exceed the amount stated herein. The Enhancement Payments
17 will be designated as a non-wage payment and reported on an IRS Form 1099-MISC. In the event that the
18 Court awards less than the Enhancement Payments amount requested, then any portion of the requested
19 amount not awarded to the Class Representative shall be added to the Net Settlement Amount to be
20 distributed to Participating Class Members on a pro rata basis.

21 5.5 PAGA Payment: Ten Thousand Dollars and No Cents (\$10,000) of the Gross Settlement
22 Amount shall be allocated to resolving claims under the PAGA. Seventy-Five percent (75%) of the PAGA
23 Payment will be paid to the LWDA and Twenty-Five percent (25%) will be paid to Aggrieved Employees
24 on a pro rata basis as described below in Section 5.8. Any amount not approved by the Court for the
25 allocated PAGA Payment shall be added to the Net Settlement Amount to be distributed to Participating
26 Class Members on a pro rata basis.

27 5.6 Treatment of Residue and Cy Pres: For any portion of the Net Settlement Amount or PAGA
28 Payment allocated to Participating Class Members and/or Aggrieved Employees that were not claimed by

1 cashing their respective settlement checks before the deadline to do so, that remaining amount shall be
2 donated equally, *i.e.* 50/50, to Capital Pro Bono, Inc., and the Center for Workers' Rights under the doctrine
3 of *cy pres*. No portion of the Gross Settlement Amount will revert to Defendants for any reason.

4 5.7 No Additional Benefits Contributions: All Individual Settlement Amounts paid to
5 Participating Class Members and Aggrieved Employees shall be deemed to be income solely in the year in
6 which such amounts were actually received. It is expressly understood and agreed that the receipt of such
7 Individual Settlement Amounts will not entitle any Participating Class Member or Aggrieved Employee to
8 any new or additional compensation or benefits under any company bonus or other compensation or benefit
9 plan or agreement in place during the period covered by the Agreement, nor will it entitle any Participating
10 Class Member Aggrieved Employee to any increased retirement, 401(k) and/or 403(b) benefits or matching
11 benefits, or deferred compensation benefits. It is the intent of this Agreement that the Individual Settlement
12 Amounts provided for in this Agreement are the sole payments to be made by Defendants to the
13 Participating Class Members and Aggrieved Employees in connection with this Agreement
14 (notwithstanding any contrary language or agreement in any benefit or compensation plan document that
15 might have been in effect during the period covered by this Agreement).

16 5.8 Pro Rata Distribution Formula: Payment to Participating Class Members and Aggrieved
17 Employees of their Individual Settlement Amount will not require the submission of a claim form. A Net
18 Settlement Amount will be determined by subtracting from the Gross Settlement Amount any amounts for
19 approved attorneys' fees and costs, any Enhancement Payment to the Class Representative, the Settlement
20 Administrator Costs, and the PAGA Payment. Each Class Member's share will be initially determined by
21 dividing their total Qualifying Workweeks within the Class Period by the total Qualifying Workweeks of
22 all Class Members. That fraction will then be multiplied by the Net Settlement Amount to arrive at the
23 Class Member's individual share of the Net Settlement Amount. Any funds allocated to Class Members
24 under this formula who timely opt out of the Settlement will be redistributed to Participating Class
25 Members on a pro rata basis, *i.e.* each Participating Class Member's share will be determined by dividing
26 their total Qualifying Workweeks within the Class Period by the total Qualifying Workweeks of all
27 Participating Class Members and that fraction will then be multiplied by the Net Settlement Amount to
28 arrive at the Participating Class Member's individual share of the Net Settlement Amount. Each Aggrieved

1 Employee's share of the 25% portion of the PAGA Payment will be determined by dividing their total
2 Qualifying Workweeks within the PAGA Claim Period by the total Qualifying Workweeks by all
3 Aggrieved Employees within the PAGA Claim Period. That fraction will then be multiplied by the 25%
4 portion of the PAGA Payment to arrive at the Aggrieved Employee's individual share.

5 5.9 Tax Allocation: The Parties recognize that the Individual Settlement Amounts to be paid to
6 Participating Class Members and/or Aggrieved Employees reflect a settlement of a dispute over claimed
7 penalties and wages. The Settlement Administrator shall calculate the employer's share of payroll taxes
8 on the amounts paid to Participating Class Members as wages as well as calculating all required
9 withholdings and deductions from said wage payments. The characterization of Individual Settlement
10 Amounts to Participating Class Members and Aggrieved Employees are as follows:

11 5.9.1 One-third (1/3) of each Participating Class Members' Individual Settlement Amount
12 shall be allocated for payment of disputed wages and shall be subject to required employer taxes.
13 Participating Class Members shall receive an IRS Form W-2 for reporting of this portion of their Individual
14 Settlement Amount.

15 5.9.2 Two-thirds (2/3) of each Participating Class Members' Individual Settlement
16 Amount shall be allocated for disputed statutory penalties and interest, and no amount shall be deducted
17 for any taxes. This portion of the Individual Settlement Amount consists of other income, not wages, for
18 which the Participating Class Members shall receive an IRS Form 1099-MISC.

19 5.9.3 The entirety (100%) of each Aggrieved Employee's share of the 25% portion of the
20 PAGA Payment shall be allocated for payment of disputed civil penalties, and no amount shall be deducted
21 for any taxes. This portion of the Individual Settlement Amount consists of other income, not wages, for
22 which the Aggrieved Employees shall receive an IRS Form 1099-MISC.

23 5.10 Participating Class Members and Aggrieved Employees shall be solely responsible for the
24 reporting and payment of their share of any federal, state and/or municipal income or other taxes on
25 payments made pursuant to this Agreement, and shall hold the Parties, Class Counsel, and Defendants'
26 Counsel free and harmless from any claims resulting from treatment of such payments as non-taxable,
27 including the treatment of such payments as not subject to withholding or deduction for payroll and
28 employment taxes. No party has made any representation to any of the other Parties as to the taxability of

1 any payments pursuant to this Agreement, including the payments to Participating Class Members, the
2 payments to Aggrieved Employees, the payments to Class Counsel, the payments to the Class
3 Representative, the payroll tax liability of Defendants, or the allocation of the Net Settlement Amount or
4 PAGA Payment to wage and non-wage income as provided in this Section, or otherwise as to tax
5 implications of any provision of this Agreement.

6 5.11 No Additional Contribution by Defendants: Defendants' monetary obligation under this
7 Agreement is limited to the Gross Settlement Amount and any employer side payroll taxes owed on
8 amounts characterized as wages under this Agreement. All other costs and expenses arising out of or in
9 connection with the performance of this Agreement shall be paid from the Gross Settlement Amount, unless
10 expressly provided otherwise herein. However, in the event this agreement is deemed null and void as
11 described in Section 3 because the Court, in its independent determination, finds that the Agreement does
12 not meet the standards for settlement approval, then Defendants and Plaintiffs shall be equally responsible
13 for the costs of the Settlement Administrator incurred between the date the Agreement was executed and
14 the date of such event.

15 **6. RELEASE**

16 6.1 Release of Claims by Participating Class Members: Upon the Effective Date, all
17 Participating Class Members will be deemed to fully, finally and forever release the Released Class Claims
18 as to all Released Parties. In addition, on the Effective Date, all Participating Class Members and their
19 successors in interest will be permanently enjoined and forever barred from prosecuting any of Released
20 Class Claims against any of the Released Parties.

21 6.2 Release of Claims by Aggrieved Employees: Upon the Effective Date, all Aggrieved
22 Employees will be deemed to fully, finally and forever release the Released PAGA Claims as to all
23 Released Parties. In addition, on the Effective Date, all Aggrieved Employees and their successors in
24 interest will be permanently enjoined and forever barred from prosecuting any of the Released PAGA
25 Claims against any of the Released Parties.

26 **7. SETTLEMENT ADMINISTRATION**

27 7.1 Duties of Settlement Administrator: The Settlement Administrator shall be responsible for:
28 1) receiving Class Member and Aggrieved Employee contact information and confirming addresses are

1 valid; 2) calculating estimated Individual Settlement Amounts and any and all taxes associated with the
2 Individual Settlement Amounts, including employer taxes; 3) taking appropriate steps to trace and locate
3 any individual Class Members and Aggrieved Employee whose address or contact information as provided
4 to the Settlement Administrator is inaccurate or outdated and mailing the Notice of Settlement to Class
5 Members; 4) providing notification to the appropriate state and federal officials of this Agreement as
6 required under the law; 5) receiving, independently reviewing, and resolving any challenges (in
7 consultation with Class Counsel and Defendants' Counsel) from Class Members or Aggrieved Employees,
8 including any associated documentation, regarding their Qualified Workweek calculations; 6) receiving
9 and serving on Class Counsel, Defendants' Counsel, and the Court, copies of any written objections, and/or
10 any opt out statements; 7) establishing a toll free telephone line and responding to inquiries and requests
11 for information or assistance from Class Members and/or Aggrieved Employees; 8) maintaining a QSF; 9)
12 determining and paying the final amounts due to be paid under the Agreement after resolution of all
13 challenges, disputes, opt-outs, awarded attorneys' fees and costs, Settlement Administrator Costs, PAGA
14 Payment, taxes, any Enhancement Payments, and for funds that cannot be distributed due to the inability
15 to locate Class Members or Aggrieved Employees; 10) determining the validity of any disputes or late opt-
16 outs by previously unidentified Class Members or Aggrieved Employees; 11) paying any residual funds
17 from uncashed checks; 12) reporting to Class Counsel and Defendants' Counsel regarding the statistics of
18 the administration, including (a) the number of initial Notice of Settlements mailed; (b) the number of
19 forwarded Notice of Settlements; (c) the number of re-mailed Notice of Settlements; (d) the number of
20 total undeliverable Notice of Settlements; (e) the number of address traces performed for undeliverable
21 Notice of Settlements; (f) the number of Notice of Settlements undeliverable from traced addresses; (g) the
22 number of total objections received; (h) the number of opt-out requests received; (i) the number of disputes
23 received; (j) the number of disputes resolved; 13) providing a declaration to the Court regarding the final
24 statistics of the administration and compliance with all payment obligations under the Agreement; 14)
25 completing all necessary tax reporting on the QSF and payment of the Individual Settlement Amounts to
26 Participating Class Members and Aggrieved Employees; and 15) carrying out other related tasks as
27 necessary to effectuate the terms of this Agreement and any Order of the Court. All disputes relating to
28 the Settlement Administrator's ability and need to perform its duties shall be referred to the Court, if

1 necessary, which will have continuing jurisdiction over the terms and conditions of this Agreement, until
2 all payments and obligations contemplated by the Agreement have been fully executed.

3 7.2 Notice to Class Members and Aggrieved Employees: Defendants represent and warrant that
4 Class Members and Aggrieved Employees are able to read and write in English and Spanish. The Notice
5 of Settlement will have a Spanish translation and will provide Class Members and Aggrieved Employees
6 with a summary of the terms and conditions of the Agreement, how to participate in the settlement, how to
7 object to the Agreement, how to dispute the individual's Qualifying Workweeks, and how to opt-out from
8 the Agreement. The Notice of Settlement will also inform Class Members and Aggrieved Employees of
9 the Gross Settlement Amount, Net Settlement Amount, proposed attorneys' fees and costs allocations, any
10 proposed Enhancement Payments, proposed Settlement Administrator Cost allocations, proposed PAGA
11 Payment allocations, the scope of the class, the nature and extent of the released claims, dates set for a
12 fairness hearing and hearing on Class Counsels' motion for attorneys' fees and costs. The Notice of
13 Settlement shall include information regarding Class Member's and Aggrieved Employee's estimated
14 Individual Settlement Amount. The Notice of Settlement will provide information on how to access
15 electronic copies online of the Notice of Settlement, any motions for approval of the Agreement, any
16 motions for approval of attorneys' fees and costs, and any other documents as the Court directs.

17 7.3 Class Member Data and Mailing: No later than fourteen (14) calendar days after the
18 Preliminary Approval Date, Defendants shall provide the Settlement Administrator with the name, last
19 known mailing address, last known telephone number, Social Security Number, start and end date of
20 employment (if any) of each Class Member and Aggrieved Employee, and any other information the
21 Settlement Administrator needs to effectuate notice to Class Members and Aggrieved Employees as
22 outlined herein. The Settlement Administrator shall review the data to determine the number of Qualifying
23 Workweeks for each Class Member and Aggrieved Employee. No later than fourteen (14) calendar days
24 after receipt of such address information, the Settlement Administrator will perform a national change of
25 address ("NCOA") search, update the addresses per the results of the NCOA search, and then mail the
26 Notice of Settlement, substantially in the form attached as Exhibit 1, to each Class Member and Aggrieved
27 Employee by first-class mail, postage prepaid. The Settlement Administrator shall maintain all information
28 received from Defendants confidential to itself, and Defendants' Counsel. However, Class Counsel shall

1 be able to review the breakdown of Qualified Workweeks and estimated Individual Settlement Amounts
2 for Class Members and Aggrieved Employees prior to mailing for quality assurance provided the personal
3 identifying information is redacted and/or omitted.

4 7.4 Returned and/or Re-mailed Notice of Settlements: In the event that a Notice of Settlement
5 is returned to the Settlement Administrator as undeliverable on or before the conclusion of the Notice
6 Period, the Notice of Settlement shall be sent to the forwarding address affixed thereto within five (5)
7 calendar days. If no forwarding address is provided, then the Settlement Administrator shall promptly
8 attempt to determine a correct address using a skip-trace, computer or other search using the name, address
9 and/or Social Security number of the individual involved, and shall then perform a single re-mailing within
10 five (5) calendar days to any more recent address found as a result of the search. Following each search
11 that does not result in a corrected address, for those Class Members who appear to be current employees
12 of Defendants at the time of the Preliminary Approval Date, the Settlement Administrator shall contact
13 Defendants' Counsel for assistance and Defendants shall cooperate in good faith with the Settlement
14 Administrator's reasonable efforts to obtain valid mailing addresses for Class Members to the extent they
15 are active employees of Defendants. In the event the Notice of Settlement is forwarded to a new address
16 and/or re-mailed to a Class Member, the deadline for the Class Member to submit any request to opt-out,
17 a dispute, or an objection shall be the end of the Notice Period or 10 days from the date of the re-
18 mailing/forwarding to a new address, whichever is later. In the event the procedures in this Section are
19 followed and the Class Member does not timely and properly request to opt-out, the Class Member shall
20 be bound by all terms of the Agreement, including the releases contained in Section 6.

21 7.5 Responses to Notice of Settlement:

22 7.5.1 *Opt-Outs:* The Notice of Settlement shall provide that Class Members who wish to
23 exclude themselves from the Agreement must submit a request to opt-out as provided in this Section. The
24 request to opt-out must (a) state the Class Member's full name and date of birth; (b) a statement that he or
25 she does not want to be a Class Member, does not want to participate in the settlement, and/or wants to be
26 excluded from the settlement; (c) identify the case name and number (*i.e. Arosemena, et al. v. Ranchhodrai,*
27 *Inc., et al., Case No. STK-CV-UOE-2019-15963*); (d) be signed; and (e) be post-marked no later than the
28 conclusion of the Notice Period or the re-mailing timeline stated in Section 7.4. The Class Member must

1 personally sign the request to opt-out. No request to opt-out may be made on behalf of a group of Class
2 Members. The date of the postmark on the return-mailing envelope shall be the exclusive means used to
3 determine whether a request to opt-out has been timely submitted. Any Class Member who requests to
4 opt-out of the Agreement will not be entitled to any portion of the Net Settlement Amount nor will they
5 have any right to object, appeal or comment thereon. The name of any Class Member who submits a valid
6 and timely opt out request will be specifically identified in any proposed order granting final approval.
7 Class Members who fail to submit a valid and timely request to opt-out shall be bound by all terms of the
8 Agreement and any order or final judgment thereon. Regardless of whether an Aggrieved Employee opts
9 out of being a Class Member, they will still receive their share of the PAGA Payment as Aggrieved
10 Employees cannot opt out of this Agreement as it relates to the PAGA Payment or Released PAGA Claims.

11 7.5.2 *Objection Procedures:* Any Class Member who does not opt-out but who wishes to
12 object to this Agreement or otherwise to be heard concerning this Agreement shall send their written
13 objections to the Settlement Administrator and also serve copies of the objections on Class Counsel and
14 Defendants' Counsel. The Notice of Settlement shall make clear that the Court can only approve or deny
15 the Agreement, not change the terms of the Agreement. The objection must (a) state the Class Member's
16 full name and date of birth; (b) provide evidence that the individual is, in fact, a Class Member; (c) state
17 the reasons for the objection(s), including any supporting documentation; (d) identify the case name and
18 number (*i.e. Arosemena, et al. v. Rachhodrai, Inc., et al.*, Case No. STK-CV-UOE-2019-15963); (e) be
19 signed; and (f) be post-marked no later than the conclusion of the Notice Period or the re-mailing timeline
20 stated in Section 7.4. The Notice of Settlement will inform the Class Member that they should also file a
21 notice of intent to appear with the Court and serve the notice on Class Counsel and Defendants' Counsel,
22 if they intend to appear at the final approval hearing.

23 7.5.3 *Dispute Procedures:* Any Class Member who disputes the number of Qualifying
24 Workweeks on the Notice of Settlement shall contact the Settlement Administrator. The dispute must (a)
25 identify the nature of the dispute; (b) provide any information or documentation supporting the dispute; (c)
26 be signed; and (d) be post-marked no later than the conclusion of the Notice Period or the re-mailing
27 timeline stated in Section 7.4. The Settlement Administrator shall promptly (in no event more than two
28 business days) forward all such disputes to Defendants' Counsel and request that Defendants review the

1 dispute. Defendants' records shall presumptively control unless the Class Member can produce
2 documentation evidencing other periods of employment worked. If Defendants agree with submitted
3 information, the Class Member shall be credited or subtracted Qualifying Workweeks in accordance with
4 their submitted dispute and that final number of Qualified Workweeks shall govern the calculation of that
5 Class Member's Individual Settlement Amount. If Defendants disagree with the submitted information,
6 Defendants' Counsel will promptly advise Class Counsel of the dispute, which includes turning over any
7 documentation submitted by the Class Member as part of the dispute. Defendants' Counsel and Class
8 Counsel shall attempt in good faith to resolve any such dispute within five (5) calendar days of Class
9 Counsel being advised of the dispute. Each dispute that Defendants' Counsel and Class Counsel cannot
10 timely resolve shall be resolved by the Settlement Administrator, subject to Court review.

11 7.5.4 *Deficient Opt-Outs, Objections, or Disputes:* In the event that a deficient opt-out,
12 objection, or dispute is received on or before the conclusion of the Notice Period, the Settlement
13 Administrator shall mail a letter to the Class Member within five (5) calendar days informing them of the
14 deficiency. If a deficiency letter is mailed to a Class Member, the deadline for the Class Member to cure
15 the deficiency shall be the end of the Notice Period or 10 calendar days from the date of the deficiency
16 letter, whichever is later.

17 7.6 Due Process Acknowledgement: Compliance with the procedures set forth in Sections 7.1
18 to 7.5.4 shall constitute due and sufficient notice to Class Members of the Action and the Agreement and
19 shall satisfy Class Members' due process rights. Nothing else shall be required of the Parties, Class
20 Counsel or Defendants' Counsel to provide notice of the proposed Agreement.

21 7.7 Settlement Administrator Declaration Regarding Notice Period: Within fourteen (14)
22 calendar days after the conclusion of the Notice Period, the Settlement Administrator shall provide Class
23 Counsel and Defendants' Counsel with a signed declaration under penalty of perjury providing a complete
24 and detailed report regarding the statistics and responses of settlement administration to date and all the
25 Settlement Administrators' obligations under Sections 5.8 to 5.9.3 and 7.1 to 7.5.4.

26 7.8 Settlement Administrator Payments to Participating Class Members, Class Counsel and
27 Plaintiffs: Within seven (7) calendar days after the Effective Date and the Court's determination of the
28 amount of attorneys' fees and costs payable to Class Counsel, the Enhancement Payments payable to

1 Plaintiffs, the PAGA Payment, and Settlement Administrator Costs, the Settlement Administrator shall
2 calculate the final Net Settlement Amount, the final Individual Settlement Amounts for Participating Class
3 Members and/or Aggrieved Employees, any applicable taxes thereon, and report the results of these
4 calculations Class Counsel and Defendants' Counsel. Defendants shall wire the Gross Settlement Amount
5 and applicable taxes necessary to fund the Settlement as described in Section 5.1 to the Settlement
6 Administrator within twenty-one (21) calendar days after the Effective Date to be to be held in trust in a
7 QSF. Within seven (7) calendar days after Defendants fund the settlement, the Settlement Administrator
8 shall deliver payment of Class Counsels' attorney's fees and costs, the Enhancement Payments payable to
9 Plaintiffs, the 75% portion of the PAGA Payment payable to the LWDA, Settlement Administrator Costs,
10 and payment to Participating Class Members and/or Aggrieved Employees as required under this
11 Agreement and approved by Court.

12 7.8.1 The Settlement Administrator shall wire the Court-approved attorneys' fees and
13 costs to Class Counsel unless another method is requested by Class Counsel. Class Counsel shall provide
14 the Settlement Administrator with the pertinent taxpayer identification number and payment instructions
15 after the Final Approval Date.

16 7.8.2 The Settlement Administrator shall send a check by mail for the Court-approved
17 Enhancement Payments to the Class Representatives, care of Class Counsel unless another method is
18 requested by Class Counsel.

19 7.8.3 Only Participating Class Members and Aggrieved Employees will receive their
20 Individual Settlement Amount.

21 7.8.4 The Settlement Administrator shall remit and report the applicable portions of the
22 payroll tax payment to the appropriate taxing authorities on a timely basis pursuant to its duties under this
23 Agreement. Defendants agree to reasonably cooperate with the Settlement Administrator to the extent
24 necessary to determine the amount of the payroll tax payment required.

25 7.9 Settlement Check Expiration and Uncashed Checks: The Settlement Administrator shall
26 issue Individual Settlement Amounts to Participating Class Members and Aggrieved Employees in the
27 form of a check, which shall become null and void if not deposited within one hundred eighty (180)
28 calendar days of issuance. After one hundred eighty (180) calendar days of issuance, the checks shall be

1 voided and funds from all uncashed checks shall be transmitted in accordance with Section 5.6. The
2 Settlement Administrator shall deliver these funds within fourteen (14) calendar days after the check
3 cashing deadline.

4 7.10 Settlement Administrator Declaration Regarding Compliance and Settlement
5 Administration: Within twenty-one (21) calendar days after the last day for Participating Class Members
6 and Aggrieved Employees to cash their settlement checks, the Settlement Administrator shall provide Class
7 Counsel and Defendants' Counsel with a signed declaration under penalty of perjury providing a complete
8 and detailed report regarding the settlement administration documenting that all payments under the
9 Agreement have been made, that the Court's final approval order has been complied with, and that all the
10 obligations of the Settlement Administrator have been completed.

11 **8. PRELIMINARY SETTLEMENT ADMINISTRATION SCHEDULE**

12 8.1 The schedule may be modified depending on whether and when the Court grants necessary
13 approvals, orders notice to Class Members and Aggrieved Employees, and sets further hearings. The
14 schedule may also be modified to correct clerical errors and to reflect the provisions in the Agreement as
15 described above. In the event of such modification, the Parties shall cooperate to complete the settlement
16 procedures as expeditiously as reasonably practicable. The preliminary schedule for notice, approval, and
17 payment procedures carrying out the Agreement is as follows:

18 19 20	Last day for Defendants to provide Settlement Administrator with Class Member and Aggrieved Employee information	Within 14 calendar days after the Preliminary Approval Date
21 22 23	Last day for Settlement Administrator to complete NCOA search, update Class Member and Aggrieved Employee mailing information, and mail Notice of Settlement	Within 14 calendar days after the Settlement Administrators' receipt of Class Members' information from Defendants
24 25	Last day for Class Members to opt-out, submit disputes, submit objections, and submit data requests	45 calendar days after mailing of Notice of Settlement or within 10 days after Notice of Settlement is re-mailed, whichever is later
26 27 28	Last day for Settlement Administrator to provide Parties with signed declaration reporting on settlement administration statistics	Within 14 calendar days after end of the Notice Period

1 2 3 4 5	Last day for Settlement Administrator to calculate the final Net Settlement Amount, the final Individual Settlement Amounts for Participating Class Members and/or Aggrieved Employees, any applicable taxes thereon, and report the results of these calculations to Class Counsel and Defendants' Counsel	Within 7 calendar days after the Effective Date
6 7	Last day for Defendants to fund settlement	Within 21 calendar days after the Effective Date
8 9 10 11	Last day for Settlement Administrator to deliver payment of Class Counsel's attorney's fees and costs, Enhancement Payments, PAGA Payment, Settlement Administrator Costs, payment to Participating Class Members, and payment to Aggrieved Employees	Within 7 calendar days after Defendants have funded the settlement
12 13 14	Last day for Participating Class Members and Aggrieved Employees to cash settlement checks	180 calendar days after issuance of checks to Participating Class Members and Aggrieved Employees
15 16	Last day for Settlement Administrator to deliver value of uncashed settlement checks to <i>cy pres</i> beneficiaries	Within 14 calendar days after settlement check cashing deadline
17 18 19	Last day for Settlement Administrator to provide Parties with compliance declaration	Within 21 calendar days after settlement check cashing deadline

20 **9. DUTIES OF THE PARTIES**

21 9.1 Preliminary Approval: The Parties will cooperate in obtaining, through an unopposed
22 motion to be filed as soon as reasonably practicable, an order from the Court preliminarily approving this
23 Agreement at the earliest possible date. The Parties further agree to fully cooperate in the drafting and/or
24 filing of any further documents or filings reasonably necessary to be prepared or filed, shall take all steps
25 that may be requested by the Court relating to, or that are otherwise necessary to the approval and
26 implementation of this Agreement. The Parties will submit this Agreement to the Court for preliminary
27 approval of its terms and for approval of the steps to be taken to obtain its final approval. Within one week
28 of signing this Agreement Class Counsel shall provide a draft of the Preliminary Approval Motion to

1 Defendants' Counsel. Defendants' Counsel will provide comments and/or proposed revisions within three
2 weeks after receipt of the draft Preliminary Approval Motion from Class Counsel. With regard to the final
3 approval documents, a similar three-week maximum review and response time shall be observed by the
4 Parties. The Parties will request that the Court's preliminary approval of this Agreement be embodied in
5 an Order Granting Preliminary Approval of Class Action and PAGA Settlement.

6 9.1.1 Plaintiffs' motion shall seek an order: 1) Preliminarily approving the Agreement; 2)
7 Approving as to form and content the proposed Notice of Settlement; 3) Directing the mailing of the Notice
8 of Settlement by first class mail to Class Members and Aggrieved Employees; 4) Preliminarily appointing
9 Plaintiffs and Class Counsel as representatives of Class Members; 5) Preliminarily approving settlement
10 administration services to be provided by the Settlement Administrator; 6) Preliminarily approving the
11 proposed Enhancement Payments to Plaintiffs; 7) Preliminarily approving the application for payment of
12 reasonable attorneys' fees and reimbursement of litigation-related expenses to Class Counsel; and 8)
13 Scheduling a fairness hearing on the question of whether the proposed Agreement should be finally
14 approved as fair, reasonable and adequate as to the Class Members.

15 9.1.2 Defendants shall not oppose Plaintiffs' motion for approval of the proposed
16 Agreement.

17 9.1.3 The Parties shall cooperate with each other and the Settlement Administrator during
18 the process of giving Class Members notice and opportunity to object to the Agreement, as necessary and
19 appropriate to assure effective communication to individual Class Members of information about their
20 rights and obligations under this Agreement.

21 9.2 Final Approval and Fairness Hearing: On a date approved by the Court and set forth in the
22 Notice of Settlement, the Court shall hold the Final Approval and Fairness Hearing where objections, if
23 any, may be heard. Class Counsel shall provide the Court as part of the motion for final approval of the
24 Agreement, a declaration by the Settlement Administrator of due diligence and proof of mailing of the
25 Notice of Settlement required to be mailed to Class Members by this Agreement, and of the delivery results
26 of the Settlement Administrator's mailings including tracing and re-mailing efforts. The Settlement
27 Administrator declaration shall identify, by name, any Class Member who submitted a timely and valid
28 request to opt out during the Notice Period.

1 9.2.1 Class Counsel and Defendants shall work in good faith to draft a mutually agreeable
2 Proposed Order Granting Final Approval of Class Action and PAGA Settlement and Final Judgment. The
3 Proposed Order Granting Final Approval of Class Action and PAGA Settlement and Final Judgment shall
4 include findings and orders: 1) Approving the Agreement, adjudging the terms thereof to be fair, reasonable
5 and adequate, and directing that its terms and provisions be carried out; 2) Approving the payment of
6 Enhancement Payments to the Class Representatives; 3) Approving Class Counsel’s application for an
7 award of attorneys’ fees and reimbursement of out-of-pocket litigation expenses; 4) Approving the
8 Settlement Administrator Costs; and 5) Providing that the Court will retain jurisdiction to oversee
9 administration and enforcement of the terms of the Agreement and the Court’s orders.

10 9.2.2 Following entry of the Court’s order granting final approval of the Agreement, the
11 Parties will each act to ensure the fulfillment of all its provisions, including but not limited to the following:
12 1) Should an appeal be taken from the final approval of the Agreement or motion to set aside the judgement
13 be filed, all parties will support the final approval order on appeal or otherwise; 2) Class Counsel will assist
14 the Settlement Administrator as needed or requested in the process of identifying and locating Participating
15 Class Members and Aggrieved Employees entitled to payments under the Agreement and assuring delivery
16 of such payments; 3) Class Counsel and Defendants’ Counsel will cooperate with each other and assist the
17 Settlement Administrator as needed or requested in completing the distribution of any residual amounts, as
18 specified above, to the *cy pres* beneficiaries; 4) Class Counsel, in conjunction with the Settlement
19 Administrator, will certify to the Court completion of all payments required to be made by this Agreement.

20 9.3 Final Judgment: If the Court approves this Agreement at the final approval and fairness
21 hearing, the Parties will request that the Court enter an Order Granting Final Approval of Class Action and
22 PAGA Settlement and Final Judgment.

23 9.4 Notice to LWDA: Plaintiffs will provide notice to the Labor and Workforce Development
24 Agency (“LWDA”) of this settlement in accordance with Labor Code § 2699(1)(2).

25 **10. MISCELLANEOUS TERMS**

26 10.1 Circular 230 Disclaimer: EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF
27 THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS AGREEMENT
28 OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND

1 AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN
2 COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR
3 ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH
4 COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON
5 AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT
6 CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS
7 RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX
8 COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS
9 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE
10 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
11 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
12 DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX
13 PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
14 ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT
15 PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX
16 STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON
17 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
18 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY
19 THIS AGREEMENT.

20 10.2 No Prior Assignments: The Parties represent, covenant, and warrant that they have not
21 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to
22 any person or entity any portion of any liability, claim, demand, action, cause of action or right released
23 and discharged in this Agreement.

24 10.3 Waiver of Appeal and Ability to Opt Out: To the extent permitted by applicable law, by
25 signing this Agreement Defendants are waiving any rights to appeal from the Court's approval of the
26 settlement unless the Court materially modifies the settlement. Furthermore, by signing this Agreement
27 Plaintiffs are waiving any right or ability to opt out of this Agreement during the Notice Period or otherwise.

1 10.4 Exhibits Incorporated by Reference: The terms of this Agreement include the terms set
2 forth in any attached Exhibits, which are incorporated by this reference as though fully set forth in this
3 Agreement. Any Exhibits to this Agreement are an integral part of the Settlement.

4 10.5 Judgment and Retention of Jurisdiction to Enforce: Upon the Effective Date, judgment will
5 be entered according to this Agreement. The Parties stipulate and agree that the San Joaquin County
6 Superior Court shall have continuing jurisdiction to enforce the terms of the Agreement pursuant to Civil
7 Procedure Code section 664.6 and that the prevailing party any action necessary to enforce the terms of the
8 Agreement after default by the other party may recover reasonable attorney's fees and costs related thereto.

9 10.6 Mutual Cooperation: The Parties agree to cooperate fully with one another to accomplish
10 and implement the terms of this Agreement. Such cooperation shall include, but not be limited to, execution
11 of such other documents and the taking of such other action as may reasonably be necessary to fulfill the
12 terms of this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts
13 contemplated by this Agreement and any other efforts that may become necessary by Court order, or
14 otherwise, to effectuate this Agreement and the terms set forth herein.

15 10.7 No Admission of Liability: Neither the acceptance nor the performance by Defendants of
16 the terms of this Agreement, nor any of the related negotiations or proceedings, is or shall be claimed to
17 be, construed as, or deemed to be, an admission by Defendants of the truth of any of the allegations in the
18 Complaint, the representative character of the Action, the validity of any of the claims that were or could
19 have been asserted by Plaintiffs and/or Class Members in the Action, or of any liability or guilt of
20 Defendants in the Action. Nothing in this Agreement shall be construed to be or deemed an admission by
21 Defendants of any liability, culpability, negligence, or wrongdoing toward Plaintiff, the Class Members,
22 or any other person, and Defendants specifically disclaim any liability, culpability, negligence, or
23 wrongdoing toward Plaintiffs, the Class Members, or any other person. Each of the Parties has entered
24 into this Stipulation with the intention to avoid further disputes and litigation.

25 10.8 Notices: Unless otherwise specifically provided herein, all notices, demands, or other
26 communications given hereunder shall be in writing and shall be deemed to have been duly given as of the
27 third business day after mailing by United States certified mail, return receipt requested, addressed as
28 follows:

1 To Plaintiffs and the Class:

2 Galen T. Shimoda
3 Justin P. Rodriguez
4 Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd., Suite 120
5 Elk Grove, CA 95624

6 To Defendants:

7 Simran Sekhon
8 18826 N Lower Sacramento Rd., Ste. H
9 Woodbridge, CA 95258
10 Phone: (209) 425-5225

11 10.9 Mutual Drafting of Agreement: The Parties hereto agree that the terms and conditions of
12 this Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that
13 this Agreement shall not be construed in favor of or against any party by reason of the extent to which any
14 party or its counsel participated in the drafting of this Agreement.

15 10.10 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation
16 shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the
17 signing of this Agreement, pursuant to CCP section 583.330, the date to bring a case to trial under CCP
18 section 583.310 shall be extended by no less than one (1) year starting from the date the Agreement is
19 signed by all Parties until the Effective Date.

20 10.11 Attorneys' Fees and Costs Limitations: Neither Class Counsel nor any other attorneys
21 acting for, or purporting to act for, the Class, Class Members, or Plaintiffs, may recover or seek to recover
22 any amounts for fees, costs, or disbursements from the Releasees or the Gross Settlement Amount except
23 as expressly provided in this Agreement.

24 10.12 No Modifications: This Agreement may be amended or modified only by a written
25 instrument signed by counsel for all Parties or their successors-in-interest. This Agreement may not be
26 discharged except by performance in accordance with its terms.

27 10.13 Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant and
28 represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and
to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement

1 to effectuate its terms and to execute any other documents required to effectuate the terms of this
2 Agreement.

3 10.14 Class Member Signatories: Because Class Members are so numerous, the Parties agree that
4 it is impossible or impractical to have each Class Member sign this Agreement. It is agreed that, for
5 purposes of seeking approval of the Agreement, this Agreement may be executed on behalf of all Class
6 Members by the Class Representative.

7 10.15 Counterparts: This Agreement shall become effective upon its execution by all of the
8 undersigned. Plaintiffs, Class Counsel, Defendants and Defendants' Counsel may execute this Agreement
9 in counterparts, and execution of counterparts shall have the same force and effect as if each had signed
10 the same instrument. Facsimile, electronic, and/or scanned copies of signatures shall have the same force
11 and effect of originals.

12 10.16 Choice of Law: The Agreement and any exhibits hereto shall be considered to have been
13 negotiated, executed, and delivered, and to have been wholly performed, in the State of California, and the
14 rights and obligations of the Parties to the Agreement shall be construed and enforced in accordance with,
15 and governed by, the substantive laws of the State of California without giving effect to that State's choice
16 of law principles.

17 10.17 Headings and Captions: Section titles or captions contained in the Agreement are inserted
18 as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of
19 this Agreement, or any provision thereof.

20 10.18 No Retaliation or Discouragement: The Parties agree they will take no action that could be
21 construed as retaliation against any Class Members for participating or seeking to participate in this class
22 action settlement. The Parties will not discourage any class member from participating or seeking to
23 participate in this class action settlement. This is a material term of the Agreement and non-breaching
24 Parties will seek court intervention if this provision is breached.

25 10.19 Integrated Agreement: This Agreement sets forth the entire understanding between the
26 Parties and supersedes any and all prior agreements, oral or written, pertaining to the subject matter hereof.
27 Each party acknowledges that there is no representation, inducement, promise or agreement which has been
28 made, orally or otherwise, by the other party, concerning the terms or conditions of this Agreement, which

1 is not expressly embodied in this Agreement. In entering into this Agreement, the Parties represent that the
2 terms of this Agreement are fully understood and voluntarily accepted by the Parties.

3 10.20 Binding on Successors and Assigns: This Agreement will be binding upon, and inure to the
4 benefit of, the successors or assigns of the Parties to this Agreement, as previously defined.

5 10.21 Invalidity of Any Provision: Before declaring any provision of this Agreement invalid, the
6 Court will first attempt to construe the provision as valid to the fullest extent possible consistent with
7 applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

8 10.22 Waiver of Compliance: No waiver of any condition or covenant contained in this
9 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply
10 or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

11 IN WITNESS WHEREOF, this Agreement is executed by the Parties and their duly authorized
12 attorneys, as of the day and year herein set forth.

13 **For Plaintiffs:**

14 Date: _____

15 _____
Rosemeri Arosemena

16 Date: _____

17 _____
Maria Retana

18 Date: _____

19 _____
Margarita Medina

20 **For Defendants:**

21 Date: 03/01/2024
22 _____

23 *Champ Patel*

Champ Patel (Mar 1, 2024 22:04 PST)

24 By: Champ Patel
For Ranchhodrai, Inc.

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Date: 03/01/2024

Champ Patel
Champ Patel (Mar 1, 2024 22:04 PST)

Champ Patel

Date: _____

Kanjibhai Patel

APPROVED AS TO FORM

Shimoda & Rodriguez Law, PC

Dated: _____

By: _____
Galen T. Shimoda
Justin P. Rodriguez
Attorney for Plaintiffs and Aggrieved
Employees

APPROVED AS TO FORM

Sekhon Law

Dated: _____

By: _____
Simran Sekhon
Attorney for Defendants

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Date: _____

Champ Patel

Date: 03/01/2024

KANJIBHAI PATEL

Kanjibhai Patel

APPROVED AS TO FORM

Shimoda & Rodriguez Law, PC


Dated: _____

By: _____
Galen T. Shimoda
Justin P. Rodriguez
Attorney for Plaintiffs and Aggrieved
Employees

APPROVED AS TO FORM

Sekhon Law

Dated: March 5, 2024

By: 

Simran Sekhon
Attorney for Defendants

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10 or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

11 IN WITNESS WHEREOF, this Agreement is executed by the Parties and their duly authorized
12 attorneys, as of the day and year herein set forth.

13 **For Plaintiffs:**

14 Date: _____

15 _____
Rosemeri Arosemena

16 Date: 3/5/2024
17 Date: _____

18 _____
DocuSigned by:
19 Maria Retana
20 Maria Retana 7F5AD432...

21 Date: _____

22 _____
Margarita Medina

23 **For Defendants:**

24 Date: _____

25 _____
26 By: Champ Patel
27 For Ranchhodrai, Inc.
28

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10 or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

11 IN WITNESS WHEREOF, this Agreement is executed by the Parties and their duly authorized
12 attorneys, as of the day and year herein set forth.

13 **For Plaintiffs:**

14 Date: _____

15 _____
16 Rosemeri Arosemena

17 Date: _____

18 _____
19 Maria Retana

20 Date: 3/5/2024 _____

21 _____
22 DocuSigned by:
23 *margarita medina*
24 Margarita Medina

25 **For Defendants:**

26 Date: _____

27 _____
28 By: Champ Patel
For Ranchhodrai, Inc.

1 is not expressly embodied in this Agreement. In entering into this Agreement, the Parties represent that the
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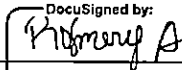
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9 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply
10 or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

11 IN WITNESS WHEREOF, this Agreement is executed by the Parties and their duly authorized
12 attorneys, as of the day and year herein set forth.

13 **For Plaintiffs:**

14 Date: 3/6/2024

DocuSigned by:

15 _____
Rosemary Arsemena

16
17 Date: _____

18 _____
Maria Retana

19
20 Date: _____

21 _____
Margarita Medina

22 **For Defendants:**

23 Date: _____

24 _____
By: Champ Patel
For Ranchhodrai, Inc.

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Date: _____

Champ Patel

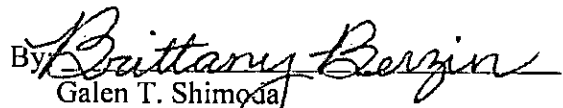
Date: _____

Kanjibhai Patel

APPROVED AS TO FORM

Shimoda & Rodriguez Law, PC

Dated: _____

By: 
Galen T. Shimoda
Justin P. Rodriguez
Brittany V. Berzin
Attorney for Plaintiffs and Aggrieved
Employees

APPROVED AS TO FORM

Sekhon Law

Dated: _____

By: _____
Simran Sekhon
Attorney for Defendants

Exhibit 1

CALIFORNIA SUPERIOR COURT
FOR THE COUNTY OF SAN JOAQUIN

ROSEMERI AROSEMENA, MARIA RETANA and
MARGARITA MEDINA, individually and on behalf of all
other similarly situated employees,

Plaintiffs,

vs.

RANCHHODRAI, INC., a California Corporation;
KANJIBHAI PATEL, an individual; CHAMP PATEL, an
individual; and DOES 1 to 100, inclusive,

Defendants.

Case No. STK-CV-UOE-2019-15963

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

ATTENTION: all non-exempt employees who worked for Ranchhodrai, Inc. in California from December 2, 2015, up to November 14, 2022 (the "Class Members").

PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF CLASS ACTION LITIGATION AND POTENTIAL DISBURSEMENT OF SETTLEMENT FUNDS TO YOU. IF YOU ARE A CLASS MEMBER, IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHT TO PARTICIPATE IN OR OPT OUT OF THE SETTLEMENT ACCORDING TO THE PROCEDURES DESCRIBED BELOW.

You are receiving this notice pursuant to an order from the San Joaquin County Superior Court ("Court") granting Plaintiffs' motion for preliminary approval of a Joint Stipulation of Regarding Class Action PAGA Settlement and Release ("Agreement" or "Settlement") as fair, reasonable, and adequate. The Settlement was entered into between Plaintiffs Rosemeri Arosemena, Maria Retana and Margarita Medina ("Plaintiffs" or "Class Representatives") and Defendants Ranchhodrai, Inc., Kanjibhai Patel and Champ Patel ("Defendants") on behalf of Class Members as defined above. The terms of the Settlement are outlined herein. You are receiving this notice because Defendants' records indicate you fall within the definition of "Class Member." Defendants' records also indicate that you worked _____ weeks during the applicable Class Period (as defined below), which means your total share of the settlement proceeds is estimated to be _____. Your actual share of the settlement proceeds will vary depending on the total number of Class Members that choose to participate and the resolution of any workweek disputes as described in this notice.

The terms of the Agreement and a description of the case are identified in this notice. Pursuant to the Court's order, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

I. BACKGROUND OF THE CASE

On December 2, 2019, Plaintiff Rosemeri Arosemena filed a Complaint against Defendants in the San Joaquin County Superior Court of California on behalf of herself and Class Members. The term "Action" means this putative class action pending in San Joaquin County Superior Court, Case No. STK-CV-UOE-2019-15963. The Class Period is from December 2, 2015, up to November 14, 2022, (the "Class Period"). A Second Amended Complaint was filed on October 19, 2020, adding Maria Retana and Margarita Medina as named Plaintiffs.

In the Action, Plaintiffs sought to obtain unpaid wages, interest, statutory penalties, civil penalties, fees, and costs on behalf of themselves, Class Members, and Aggrieved Employees. Plaintiffs alleged that Defendants violated California law by 1) failing to pay overtime premiums for all overtime hours worked; 2) automatically deducting 30 minutes for meal periods not received; 3) failing to provide all meal periods; 4) failing to provide all rest periods; 5) failing to pay reimbursements for business expenses, such as cleaning supplies; and 6) failing to have the correct address on its wage statements. Defendants have denied all of Plaintiffs' allegations. The Action has been actively litigated. There have been on-going investigations, and there has been an exchange of extensive documentation and information. Based upon the negotiations, and all known facts and circumstances, including Defendants' financial condition and the various risks and uncertainties related to trial, the Parties reached a class-wide settlement. By settling, the Parties will avoid the risks associated with a lengthy litigation process. Despite agreeing to and supporting the Agreement, Defendants continue to deny all allegations and claims. Defendants have entered into this Settlement to fully, finally, and forever resolve this Action, based on the terms set forth in the Agreement, in order to avoid the burden and expense associated with ongoing litigation.

The Agreement applies to any and all Class Members, which are defined as all non-exempt employees who worked for Ranchhodrai, Inc. in California from December 2, 2015, up to November 14, 2022. The Agreement also applies to Aggrieved Employees, which are defined as all non-exempt employees who worked for Ranchhodra, Inc., in California from November 25, 2018 up to November 14, 2022. If you are a Class Member, you have the opportunity to participate in the Settlement, or to exclude yourself (“opt out”) from the Settlement. This notice is to advise Class Members of how they can either participate in the Settlement or be excluded from the Settlement. As set forth below, Aggrieved Employees cannot opt out of this Agreement as it relates to the PAGA Payment or Released PAGA Claims regardless of whether they opt out of being a Class Member. Aggrieved Employees will receive their share of the PAGA Payment regardless of whether they opt out of being a Class Member.

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. The Amount of the Settlement

Under the terms of the Agreement, Defendants have agreed to pay a total sum of One Hundred Thirty-Five Thousand Dollars and No Cents (\$135,000) (“Gross Settlement Amount”). Deducted from this Gross Settlement Amount will be sums approved by the Court for attorneys’ fees not to exceed 35% of the Gross Settlement Amount, attorneys’ costs not to exceed \$12,000, Settlement Administrator Costs estimated not to exceed \$10,000, Class Representatives’ Enhancement Payments of \$10,000 each to Plaintiffs, and \$10,000 for alleged PAGA penalties (the “PAGA Payment”), which will result in a “Net Settlement Amount” for distribution to all Class Members. Any employer side taxes attributable to payments allocated as wages will be paid by Defendants in addition to the Gross Settlement Amount. As explained further below, the amount of each Class Member’s share of the Net Settlement Amount will depend on the number of weeks worked by participating Class Members during the Class Period. Of the \$10,000 allocated to resolving the PAGA claims, 75% of the PAGA Payment will be paid to the State of California Labor and Workforce Development Agency and 25% of the PAGA Payment will be divided among Aggrieved Employees.

The number of weeks you worked during the Class Period and your estimated total share of the Net Settlement Amount and PAGA Payment (“Individual Settlement Amount”) is stated on the first page of this notice. The actual amount received may be more or less than the amount stated depending on the actual number of weeks worked by Participating Class Members (*i.e.*, those who do not opt out of the Settlement), the resolution of any disputes regarding workweeks, and on the distributions finally approved and allocated by the Court. However, whether Class Members opt out will have no effect on Aggrieved Employees’ allocations for the PAGA claims.

B. Individual Settlement Amounts and Allocation Between Class Members and Aggrieved Employees

Defendants will pay Individual Settlement Amounts through the Settlement Administrator, as described below, to each Participating Class Member and to Aggrieved Employees. All Individual Settlement Amounts will be subject to appropriate taxation. The Parties have agreed, based on the allegations in the Action that all Individual Settlement Amounts payable to eligible Class Members will be allocated from the Net Settlement Amount and paid as 2/3 for disputed interest, statutory penalties, and other non-wage damages for which IRS Forms 1099-MISC and 1099-INT will issue and 1/3 for disputed wages for which IRS Forms W-2 will issue. The PAGA Payment to Aggrieved employees will be paid as 100% for civil penalties.

Payment to Participating Class Members and Aggrieved Employees will not require the submission of a claim form. Each Participating Class Member’s share will be determined by dividing their total weeks worked within the Class Period by the total weeks worked by all Participating Class Members within the Class Period. That fraction will then be multiplied by the Net Settlement Amount to arrive at the Class Member’s individual share of the Net Settlement Amount. Each Aggrieved Employee’s share of the 25% portion of the PAGA Payment will be determined by dividing their total weeks worked within the PAGA Claim Period by the total weeks worked by all Aggrieved Employees within the PAGA Claim Period. That fraction will then be multiplied by the 25% portion of the PAGA Payment to arrive at the Aggrieved Employee’s individual share. The PAGA Claim Period is defined as from March 1, 2022, up to _____. Defendants’ records indicate that you worked [_____] weeks during the applicable PAGA Claim Period, which means your share of the PAGA Payment is estimated to be [_____]. This amount is included in your estimated Individual Settlement Amount stated on the first page of this notice, not in addition to it. You will still receive your share of the PAGA Payment even if you opt out of being a Class Member. Receipt of the Individual Settlement Amounts will not entitle any Class Member or Aggrieved Employee to additional compensation or benefits under any compensation, retirement or benefit plan or agreement in place during the period covered by the Settlement.

C. Calculations to Be Based on Defendants' Records and Resolution of Workweek Disputes

For each Class Member, the amount payable will be calculated by the Settlement Administrator from Defendants' records. Defendants' records will be presumed correct unless evidence to the contrary is provided to the Settlement Administrator. Defendants' records and any additional evidence will be reviewed by the Settlement Administrator in the event of a dispute about the number of workweeks worked by an individual Class Member. If a Class Member disputes the accuracy of Defendants' records, all supporting documents evidencing additional workweeks must be submitted by the Class Member. The dispute must (a) identify the nature of the dispute; (b) provide any information or documentation supporting the dispute; (c) be signed; and (d) be post-marked no later than [redacted]. The dispute will be resolved by the Settlement Administrator based on the records and evidence provided.

D. Release of Claims

For those Class Members who do not opt out and Aggrieved Employees, the Agreement contains the following releases:

Class members who do not opt out will be deemed to have released any and all class claims that are alleged in the Complaint, through the Class Period. This release excludes the release of claims not permitted by law. The Released Class Claims exclude claims for workers' compensation or unemployment insurance benefits. This release will cover all Class Members who do not opt out.

Aggrieved Employees will be deemed to have released any and all claims that were brought under the Private Attorneys General Act, Labor Code §§ 2698 *et seq.*, contained in the Complaint during the PAGA Claim Period. Aggrieved Employees cannot opt out of this waiver of claims.

The individuals released ("Released Parties") Defendants, as well as Defendants' officers, shareholders, directors, agents, employees, attorneys, and insurers.

Class Members and/or Aggrieved Employees can talk to one of the lawyers appointed as Class Counsel (listed below) for free or talk to their own lawyer if they have questions about the released claims and what they mean.

III. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER

A. Participating in the Settlement as a Class Member

If you wish to be a Participating Class Member and believe your workweek information is accurate, **you do not need to take any further action.** Payment will be automatically made to you consistent with the terms of the Agreement and Court Order. If you wish to dispute the workweek calculation, you may follow the procedures outlined in Section II.C above. California law protects Class Members from retaliation based on their decision to participate in the Settlement.

B. Excluding Yourself from the Settlement as a Class Member

The Court will exclude you from the being a Class Member if you request this by [redacted]. If you do not wish to be bound by the Settlement as a Class Member, you may request to be excluded (*i.e.*, "opt out") by submitting a timely written request to the Settlement Administrator. The request to opt-out must (a) state your full name and date of birth; (b) a statement that you do not want to be a Class Member, do not want to participate in the Settlement, and/or wants to be excluded from this Settlement; (c) identify the case name and number (*i.e.*, *Arosemena, et al. v. Ranchhodrai, Inc., et al.*, STK-CV-UOE-2019-15963); (d) be signed; and (e) be post-marked no later than [redacted]. The request to opt out must be mailed by First Class U.S. Mail, or the equivalent, to:

[admin info]

If you submit a request to opt out which is not postmarked by [redacted], your request to opt out will be rejected, and you will be bound by the release and all other terms of the Agreement. Do not use a postage meter as that may not result in a postmark appearing on the envelope containing your request to opt out. Any Class Member who submits a complete and timely request to opt out shall, upon receipt by the Settlement Administrator, no longer be a Class Member and not received their share of the Net Settlement Amount. Aggrieved Employees cannot opt out of this Agreement and will receive their share of the PAGA Payment regardless of whether they opt out of being a Class Member.

C. Objection to Settlement

If you do not opt out of the Settlement, you can object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. The objection must (a) state your full name and date of birth; (b) provide evidence that you are, in fact, a Class Member; (c) state the reasons for the objection(s), including supporting documentation; (d) identify the case name and number (i.e., *Arosemena, et al. v. Ranchhodrai, Inc., et al.*, STK-CV-UOE-2019-15963); (e) be signed; and (f) be post-marked no later than _____. The objection must be sent to the Settlement Administrator at the address identified in Section III.B and to counsel for Plaintiff and Defendants at the addresses identified in Section VI of this notice.

You may also appear at the final approval hearing to state your objection. Any Class Member who does not request exclusion may, if the Class Member so desires, enter an appearance through an attorney. If you appear through your own attorney, you are responsible for paying that attorney. You should also file a notice of intent to appear with the Court and serve the notice on counsel for Plaintiffs and Defendants.

IV. EFFECT OF THE SETTLEMENT: RELEASED RIGHTS AND CLAIMS

If the Court grants final approval of the Settlement, the Court will make and enter judgment consistent therewith. The judgment, whether favorable or not, will bind all Class Members who do not request exclusion. After final approval, each and every Class Member who does not opt out of the Settlement and Aggrieved Employee, will release Defendants and the Released Parties from the Released Class Claims and the Released PAGA Claims described above. In other words, if you were employed as a Class Member by Defendants in California during the Class Period, and you do not exclude yourself from the Settlement, you will be deemed to have entered into these releases and to have released the above-described claims. In addition, you will be barred from ever suing Defendants and the Released Parties with respect to the claims covered by this Settlement. If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue.

V. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a hearing in Department 10A, 180 E Weber Ave. Stockton, CA 95202 on [] at 9:00 a.m. to determine whether the Agreement should be finally approved as fair, reasonable and adequate. The Court also will be asked to approve Class Counsel's request for attorneys' fees and costs, the Settlement Administrator Costs, and the Class Representatives' Enhancement Payments. The hearing may be continued without further notice. It is not necessary for you to appear at this hearing.

VI. ADDITIONAL INFORMATION

You may access the Complaint, Class Counsel's motion for preliminary approval, the Agreement, and any other documents required by the Court at the Settlement Administrator's website: [admin web address]. You can also contact Class Counsel or Defendants' Counsel as follows:

Galen T. Shimoda
Justin P. Rodriguez
Brittany V. Berzin
Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd., Suite 120
Elk Grove, CA 95624
Telephone: (916) 525-0716
On behalf of Plaintiffs

Simran Sekhon
Sekhon Law
18826 N Lower Sacramento Rd., Ste. H
Woodbridge, CA 95258
Phone: (209) 425-5225
On behalf of Defendants

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS. IF YOU HAVE ANY QUESTIONS, CALL [number]

BY ORDER OF THE COURT

EXHIBIT B

FILED
SUPERIOR COURT

2020 OCT 19 PM 3:51

BRANDIE M. DEWEESE
TAYLOR HIEDEMAN
BY _____
DEPUTY

1 Galen T. Shimoda (Cal. State Bar No. 226752)
2 Justin P. Rodriguez (Cal. State Bar No. 278275)
3 Brittany V. Berzin (Cal. State Bar No. 325121)
4 Shimoda Law Corp.
5 9401 East Stockton Blvd., Suite 120
6 Elk Grove, CA 95624
7 Telephone: (916) 525-0716
8 Facsimile: (916) 760-3733

9 Attorneys for Plaintiff ROSEMARI AROSEMENA,
10 MARIA RETANA, and MARGARITA MEDINA,
11 on behalf of themselves and similarly situated employees

12 SUPERIOR COURT OF CALIFORNIA
13 COUNTY OF SAN JOAQUIN

14 ROSEMARI AROSEMENA, MARIA)
15 RETANA, and MARGARITA MEDINA, as)
16 individuals and on behalf of all others)
17 similarly situated,)

18 Plaintiff,

19 vs.

20 RANCHHODRAI INC., a California)
21 Corporation;)
22 KANJIBHAI PATEL, an individual;)
23 CHAMP PATEL, an individual; and)
24 DOES 1 to 100, inclusive,)

25 Defendants.

Case No. STK-CV-UOE-2019-15963

CLASS ACTION

**SECOND AMENDED COMPLAINT
FOR DAMAGES**

1. Failure to Pay Overtime Wages (Labor Code §§ 510, 1194)
2. Failure to Pay Minimum Wages (Labor Code § 1194)
3. Failure to Provide Meal Periods (Labor Code §§ 512, 226.7)
4. Failure to Provide Rest Periods (Labor Code §§ 226.7)
5. Failure to Provide Accurate Itemized Statements (Labor Code § 226)
6. Waiting Time Penalties (Labor Code §§ 201-203)
7. Failure to Reimburse Expenses (Labor Code § 2802)
8. Unfair Competition Law (Business & Professions Code § 17200 et seq.)
9. Private Attorneys General Act (Labor Code § 2698 et seq.)

JURY TRIAL DEMANDED

FILED BY FAX

1 Plaintiffs ROSEMERI AROSEMENA, MARIA RETANA, and MARGARITA MEDINA
2 ("Plaintiffs"), on behalf of themselves and all other similarly situated employees (hereinafter
3 collectively referred to as "Plaintiffs"), hereby files this Second Amended Class Action Complaint
4 against Defendants RANCHHODRAI INC., a California Corporation, KANJIBHAI PATEL, an
5 individual, CHAMP PATEL, an individual, and DOES 1 to 100 (hereinafter collectively referred to as
6 "Defendants"). Plaintiffs are informed and believe, and on that basis of that information and belief,
7 alleges as follows:

8 INTRODUCTION

9 1. This is a class action brought by Plaintiffs for overtime wages, minimum wages, meal
10 and rest period premiums, wage statement violations, waiting time penalties, unfair competition, and
11 civil penalties under the California Labor Code and Industrial Welfare Commission's Wage Orders.

12 2. During all relevant times, Plaintiffs worked for Defendants as non-exempt hourly
13 employees at one of its four hotel locations. Plaintiff and similarly situated employees were not paid for
14 all hours worked, were only paid straight time wages when working overtime hours, were not authorized
15 to take all meal and rest periods they were entitled to under the law, and were required to use their
16 personal tools and equipment to perform their necessary job duties without reimbursement. The unpaid
17 wages remained unpaid after Plaintiffs and similarly situated employees ceased working for Defendants.
18 Furthermore, Defendants failed to issue paystubs that itemized all categories of information required
19 under Labor Code section 226.

20 JURISDICTION AND VENUE

21 3. The San Joaquin County Superior Court has jurisdiction in this matter due to alleged
22 violations of California Labor Code §§ 201, 202, 203, 226, 226.7, 510, 512, 1194, 2802, Business and
23 Professions Code § 17200 *et seq.*, and Industrial Welfare Commission Wage Order ("Wage Order") No.
24 5-2001.

25 4. Venue is proper pursuant to Civil Procedure Code §§ 395(a) and 395.5, in that some of
26 the wrongful acts and violations of law asserted herein occurred within San Joaquin County.
27 Additionally, Defendants' obligation to pay wages, including overtime, minimum, and meal and rest
28

1 period premiums, arose in San Joaquin County pursuant to *Madera Police Officers Assn. v. City of*
2 *Madera*, 36 Cal.3d 403, 414 (1984).

3 5. Plaintiff Rosemeri Arosemena has sought permission pursuant to Labor Code § 2699 *et*
4 *seq.* to pursue the claims set forth in this Complaint against Defendants as a Private Attorney General on
5 behalf of herself and other similarly situated employees. Pursuant to California Labor Code section
6 2699.3, Plaintiff gave written notice via online submission to the Labor and Workforce Development
7 Agency ("LWDA") on approximately November 25, 2019. Plaintiff provided facts and legal bases for
8 her claims within the notice to the LWDA on all violations asserted under the Private Attorneys General
9 Act cause of action. Plaintiff also submitted the \$75.00 filing fee. The November 25, 2019, notice was
10 also sent via certified mail to Defendants on the same day. Plaintiff is informed and believes that, to
11 date, the LWDA has not provided any response to Plaintiff's notice correspondence. Accordingly,
12 Plaintiff is informed and believes that she has exhausted all administrative remedies pursuant to the
13 Private Attorneys General Act ("PAGA") and may bring this action on behalf of herself and all similarly
14 situated employees. *See* Cal. Lab. Code § 2699.3(a)(2)(A), (c)(3); *Caliber Bodyworks, Inc., v. Sup. Ct.*,
15 134 Cal.App.4th 365, 383 n.18, 385 n.19 (2005).

16 **PARTIES**

17 6. Plaintiff ROSEMERI AROSEMENA is an individual over the age of eighteen (18) and is
18 now and/or at all relevant times mentioned in this Complaint was a resident of the State of California.

19 7. Plaintiff MARIA RETANA is an individual over the age of eighteen (18) and is now
20 and/or at all relevant times mentioned in this Complaint was a resident of the State of California.

21 8. Plaintiff MARGARITA MEDINA is an individual over the age of eighteen (18) and is
22 now and/or at all relevant times mentioned in this Complaint was a resident of the State of California.

23 9. Plaintiffs are informed and believe, and thereupon allege, that Defendant
24 RANCHHODRAI INC., is now and/or at all times mentioned in this Complaint a California Corporation
25 and the owner and operator of an industry, business and/or facility licensed to do business and actually
26 doing business in the State of California.

27 10. Plaintiffs are informed and believe, and thereupon allege, that Defendant KANJIBHAI
28 PATEL is over the age of eighteen (18) and is a resident of the State of California.

1 11. Plaintiffs are informed and believe, and thereupon allege, that Defendant CHAMP
2 PATEL is over the age of eighteen (18) and is a resident of the State of California.

3 12. Plaintiffs are informed and believe, and thereupon allege, that KANJIBHAI PATEL is an
4 owner, director, officer, or managing agent of RANCHHODRAI, INC. responsible for causing the
5 Labor Code violations outlined herein. KANJIBHAI PATEL is individually liable pursuant to
6 California Labor Code section 558.1.

7 13. Plaintiffs are informed and believe, and thereupon allege, that CHAMP PATEL is an
8 owner, director, officer, or managing agent of RANCHHODRAI, INC. responsible for causing the
9 Labor Code violations outlined herein. CHAMP PATEL is individually liable pursuant to California
10 Labor Code section 558.1.

11 14. DOES 1 through 100 are affiliates, subsidiaries and related entities and the alter egos of
12 RANCHHODRAI INC., KANJIBHAI PATEL, and CHAMP PATEL, corporate or otherwise, who
13 participated in and are liable for the actions herein alleged. Plaintiffs will seek to amend this Complaint
14 to allege the true names and capacities of these DOE Defendants when they are ascertained. At all times
15 mentioned herein, each Defendant was the agent or employee of each of the other Defendants and was
16 acting within the course and scope of such agency or employment. The Defendants are jointly and
17 severally liable to Plaintiffs and similarly situated employees.

18 15. Defendants, and each of them, are now and/or at all times mentioned in this Class Action
19 Complaint, were members of and/or engaged in a joint employment, joint venture, partnership and/or
20 common and integrated enterprise, and were acting within the course and scope of, and in pursuance of
21 said joint employment, joint venture, partnership, and common and integrated enterprise.

22 16. Defendants, and each of them, are now and/or at all times mentioned in this Class Action
23 Complaint approved, ratified, acquiesced, aided or abetted the acts and omissions alleged in this Class
24 Action Complaint.

25 17. Defendants proximately caused Plaintiffs and similarly situated employees to be
26 subjected to the unlawful practices, wrongs, complaints, injuries, and/or damages alleged in this Class
27 Action Complaint.

28 //

1 **CLASS ALLEGATIONS**

2 18. Plaintiffs brings this action, on behalf of themselves and all others similarly situated, as a
3 class action pursuant to California Code of Civil Procedure section 382. The class that Plaintiffs seek to
4 represent is composed of and defined as follows:

5 All individuals who have, or continue to, perform work for Defendants in
6 California as non-exempt employees from December 2, 2015 to the present.

7 19. This action has been brought and may be properly maintained as a class action, pursuant
8 to the provision of California Code of Civil Procedure section 382, because there is a well-defined
9 community of interests in the litigation and the proposed class is easily ascertainable.

10 (a) Numerosity: The Plaintiff Class is so numerous that the individual joinder of all members
11 is impracticable under the circumstances of this case. While the exact number of class
12 members is unknown to Plaintiffs at this time, Plaintiffs are informed and believe that
13 Defendants have employed as many as 50 individuals falling within the above stated
14 class definition throughout the State of California during the applicable statute of
15 limitations, who were subjected to the practices outlined in this Complaint. As such,
16 joinder of all members of the Plaintiff Class is not practicable.

17 (b) Common Questions Predominate: Common questions of law and fact exist as to all
18 members of the Plaintiff Class and predominate over questions that affect only individual
19 members of the class. These common questions of law and fact include, without
20 limitation, the following:

- 21 (1) Whether Defendants had a policy or practice of only paying straight time wages for
22 all hours worked;
- 23 (2) Whether Defendants had a policy or practice of authorizing all required meal and rest
24 periods owed each day;
- 25 (3) Whether Defendants deducted thirty minutes from employees' hours worked where
26 there were no record that meal periods had been taken;
- 27 (4) Whether Defendants paid meal and/or rest period premiums for missed meal and rest
28 breaks;

- 1 (5) Whether Defendant failed to reimburse employees for all expenses incurred,
2 including the use and wear and tear for personal items necessary to complete their
3 duties.
- 4 (6) Whether Defendants' employees are owed any reimbursement expenses;
- 5 (7) Whether Defendants had a policy to reimburse its employees for expenses;
- 6 (8) Whether Defendants' employees were given paystubs that complied with California
7 Labor Code section 226;
- 8 (9) Whether Defendants' scheduling, meal period, and pay policies made it so class
9 members were not provided with legally compliant meal periods;
- 10 (10) Whether Defendants' scheduling, rest period, and pay policies made it so class
11 members were not provided with legally compliant rest periods; and
- 12 (11) Whether Defendants had a policy and/or practice of failing to pay employees all
13 wages due on termination.

14 (c) Typicality: Plaintiffs' claims are typical of the claims of the members of the Plaintiff
15 Class. They also sustained damages arising out of Defendants' common course of
16 conduct in violation of the law as complained of herein. Plaintiffs and all members of the
17 putative class were non-exempt employees and thus who were not paid for all hours
18 worked and were not provided all legally mandated meal and rest periods, because of
19 Defendants' policies and practices resulting in a failure to pay all overtime wages,
20 minimum wages, and meal and rest period premiums. As a result, each putative class
21 member will have the same basis for unpaid wage claims as do Plaintiffs.

22 (d) Adequacy: Plaintiffs will fairly and adequately protect the interests of the members of the
23 putative class. For all relevant times, Plaintiffs resided in California, worked for
24 Defendants in California, and are adequate representatives of the putative class as they
25 have no interests that are adverse to those of absent class members. Additionally,
26 Plaintiffs have retained counsel who has substantial experience in complex civil litigation
27 and wage and hour matters.
28

1 (e) Superiority: A class action is superior to other available means for the fair and efficient
2 adjudication of the controversy since individual joinder of all members of the class is
3 impracticable. Class action treatment will permit a larger number of similarly situated
4 persons to prosecute their common claims in a single forum simultaneously, efficiently,
5 and without the unnecessary duplication of effort and expense that numerous individual
6 actions would engender. Further, as damages suffered by each individual member of the
7 class may be relatively small, the expenses and burden of the individual litigation would
8 make it difficult or impossible for individual members of the class to redress the wrongs
9 done to them, and an important public interest will be served by addressing the matter as
10 a class action. The cost to the court system of adjudication of such individualized
11 litigation would be substantial. Individualized litigation would also present the potential
12 for inconsistent or contradictory judgments.

13 20. Plaintiffs are unaware of any difficulties that are likely to be encountered in the
14 management of this action that would preclude its maintenance as a class action.

15 GENERAL ALLEGATIONS

16 21. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 20 as though fully
17 set forth herein.

18 22. Defendants operate hotels in at least four locations. Plaintiff Rosemeri Arosemena
19 worked for Defendants as a non-exempt hourly employee from approximately June 2019 to September
20 2019 as a housekeeper. Plaintiff Maria Retana worked for Defendants as a non-exempt hourly employee
21 from approximately January 2018 to May 2020 as a housekeeper. Plaintiff Margarita Medina worked
22 for Defendants as a non-exempt hourly employee from approximately June 2017 to August 2020 as a
23 housekeeper. During their employment, Plaintiffs and similarly situated employees regularly worked
24 over ten hours a day. Despite these long schedules, Defendants failed to authorize all meal and rest
25 periods Plaintiffs and similarly situated employees were entitled to for that length of schedule and failed
26 to pay overtime premiums, instead only paying straight time for overtime hours worked. Furthermore,
27 Defendants deducted thirty (30) minutes for lunch where there was no clock out time showing lunches
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1 had, in fact, been taken, which deprived Plaintiffs and similarly situated employees from being paid at
2 least the minimum wage for those hours worked.

3 23. Defendants did not have any employee handbook or written employee policies
4 authorizing meal periods for every five hours worked or rest periods for every four hours worked or
5 major fraction thereof. Furthermore, Defendants required Plaintiffs and similarly situated employees to
6 bring their own equipment and tools to work without paying them reimbursement for the use of such
7 tools and equipment. This includes, but is not limited to, things such as brooms, spray bottles, cleaning
8 solutions, and other cleaning equipment that was necessary for the job. Defendants had no
9 reimbursement policy.

10 24. Defendants issue paystubs to Plaintiffs and similarly situated employees that did not
11 itemize all wages earned and owing, did not itemize any overtime rates, hours worked, or pay, and,
12 therefore, did not itemize the accurate gross and net wages earned.

13 25. Plaintiffs are informed and believe that Champ Patel, and Kanijbhai Patel are owners,
14 officers, and/or directors for the company and responsible for setting the working conditions and/or
15 ratifying the working conditions that caused the violations asserted herein.

16 **CAUSES OF ACTION**

17 **FIRST CAUSE OF ACTION**
18 **FAILURE TO PAY OVERTIME WAGES**
19 **(As to Defendants)**

20 26. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 25 as though fully
21 set forth herein.

22 27. During the period Plaintiffs were employed by Defendants, Defendants were required to
23 compensate Plaintiffs at one and one-half (1½) times the regular rate of pay for hours worked in excess
24 of eight (8) hours per day and/or forty (40) hours per week, and two (2) times the regular rate of pay for
25 hours worked in excess of twelve (12) hours per day. See, e.g., IWC Wage Order No. 5, section (3)(A);
26 Cal. Labor Code §§ 510, 1194.

27 28. Plaintiffs and similarly situated employees worked in excess of eight (8) hours per day
28 and forty (40) hours per week while employed by Defendants. Defendants failed to compensate
Plaintiffs and similarly situated employees for all overtime work, which is calculated at one and one-half

1 (1½) times the regular rate of pay for hours worked in excess of eight (8) hours per day and/or forty (40)
2 hours per week, and two (2) times the regular rate of pay for hours worked in excess of twelve (12)
3 hours per day. *See, e.g.*, IWC Wage Order No. 5, section 3(A); Cal. Labor Code §§ 510 and 1194.

4 29. Plaintiffs and similarly situated employees were non-exempt employees under the
5 administrative, executive, or professional exemptions found in IWC Wage Order No. 5, section 1 and
6 Cal. Labor Code section 510.

7 30. Defendants' conduct described herein violates Cal. Labor Code sections 510 and 1194,
8 and IWC Wage Order No. 5. As a proximate result of Defendants' conduct, Plaintiffs and similarly
9 situated employees have been damaged and deprived of overtime wages for three (3) years from the
10 filing of this Complaint. Plaintiffs now seeks these wages, as well as attorney's fees and costs, and
11 interest pursuant to Cal. Labor Code section 1194.

12 **SECOND CAUSE OF ACTION**
13 **FAILURE TO PAY MINIMUM WAGES**
14 **(As to Defendants)**

15 31. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 30 as though fully
16 set forth herein.

17 32. For the period preceding the filing of this Complaint, Defendants were required to
18 compensate California's minimum wage of \$8.00 per hour (beginning January 1, 2008), \$9.00 per hour
19 (beginning July 1, 2014), \$10.00 per hour (beginning January 1, 2016), \$10.50 per hour (beginning
20 January 1, 2017, for employers with twenty-six (26) or more employees) or \$10.00 per hour (beginning
21 January 1, 2017, for employers with twenty-five (25) or less employees), and \$11.00 per hour
22 (beginning January 1, 2018, for employers with twenty-six (26) or more employees) or \$10.50 per hour
23 (beginning January 1, 2018, for employers with twenty-five (25) or less employees). *See, e.g.*, IWC
24 Wage Order, No. 5, section 4(A); Labor Code § 1194.

25 33. Plaintiffs were not exempt to the State's Minimum Wage Orders. Defendants were aware
26 of their obligation to pay the minimum wage for each hour worked but failed to do so.

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1 rate of compensation for each meal period not provided, as a wage, from three (3) years of the filing of
2 this action. Labor Code § 226.7 and IWC Wage Order No. 5, § 11(D).

3 **FOURTH CAUSE OF ACTION**
4 **FAILURE TO PROVIDE REST PERIODS**
5 **(As to Defendants)**

6 42. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 41 as though
7 fully set forth herein.

8 43. An employer must provide an employee a rest period in accordance with the
9 applicable Wage Order and Labor Code section 226.7.

10 44. Labor Code section 226.7 and Wage Order No. 5, section 12(A) require an employer
11 to provide a rest period of not less than ten (10) minutes for each work period of more than four (4)
12 hours or a major fraction thereof.

13 45. Plaintiffs allege that Defendants failed to authorize and permit Plaintiffs and similarly
14 situated employees to take rest periods of at least ten (10) minutes for each work period that he
15 worked more than four (4) hours or a major fraction thereof.

16 46. As a proximate cause of Defendants' failure to "authorize and permit" rest periods,
17 Plaintiffs and similarly situated employees are entitled to one (1) hour of pay at the employee's
18 regular rate of compensation for each rest period not provided, as a wage, from three (3) years of the
19 filing of this action. Labor Code § 226.7 and IWC Wage Order No. 5, § 12(B).

20 **FIFTH CAUSE OF ACTION**
21 **FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS**
22 **(As to Defendants)**

23 47. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 46 as though fully
24 set forth herein.

25 48. Pursuant to Labor Code section 226(a), an employer must provide an itemized statement
26 to an employee, semimonthly or at the time of each payment of wages, showing:

27 *(1) gross wages earned, (2) total hours worked by the employee, except for*
28 *any employee whose compensation is solely based on a salary and who is*
exempt from payment of overtime under subdivision (a) of Section 515 or
any applicable order of the Industrial Welfare Commission, (3) the
number of piece-rate units earned and any applicable piece rate if the
employee is paid on a piece-rate basis, (4) all deductions, provided that
all deductions made on written orders of the employee may be aggregated

1 and shown as one item, (5) net wages earned, (6) the inclusive dates of the
2 period for which the employee is paid, (7) the name of the employee and
3 the last four digits of his or her social security number or an employee
4 identification number other than a social security number, (8) the name
5 and address of the legal entity that is the employer and, if the employer is
6 a farm labor contractor, as defined in subdivision (b) of Section 1682, the
7 name and address of the legal entity that secured the services of the
8 employer, and (9) all applicable hourly rates in effect during the pay
9 period and the corresponding number of hours worked at each hourly rate
10 by the employee. The deductions made from payment of wages shall be
11 recorded in ink or other indelible form, properly dated, showing the
12 month, day, and year, and a copy of the statement and the record of the
13 deductions shall be kept on file by the employer for at least three years at
14 the place of employment or at a central location within the State of
15 California.

16 49. Plaintiffs allege that Defendants intentionally and knowingly failed to provide an
17 itemized statement or failed to provide an accurate and complete itemized statement showing the
18 requirements set forth in Labor Code section 226(a). Due to Defendants' compensation policies during
19 Plaintiffs' employment that resulted in failing to pay accurately for all hours worked, Defendants did not
20 properly itemize all hours worked, wages owed, or the appropriate rates of pay.

21 50. Additionally, Plaintiffs allege they and similarly situated employees suffered injury as a
22 result of the Defendants' failure to provide any wage statement or by failing to provide accurate and
23 complete information as required by any one or more of items (1) to (9), inclusive, of Labor Code
24 section 226, subdivision (a). Plaintiffs and similarly situated employees cannot promptly and easily
25 determine, or, in other words, a reasonable person would not be able to readily ascertain the information
26 without reference to other documents or information from the wage statement alone, one or more of the
27 following:

- 28
- (i) The amount of the gross wages or net wages paid to the employee during the pay period or any of the other information required to be provided on the itemized wage statement pursuant to items (2) to (4), inclusive, (6), and (9) of section 226, subdivision (a); or
 - (ii) Which deductions the employer made from gross wages to determine the net wages paid to the employee during the pay period; or
 - (iii) The name and address of the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Labor Code section 1682, the name and address of the legal entity that secured the services of the employer during the pay period.
 - (iv) The name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number.

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SEVENTH CAUSE OF ACTION
FAILURE TO REIMBURSE EXPENSES
(As to Defendants)

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59. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 58 as though fully set forth herein.

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60. Labor Code section 2802(a) states that "An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful."

61. Defendants required Plaintiffs and similarly situated employees to make personal expenditures by making them use their personal tools and equipment in order to complete their job duties. Defendants also required Plaintiffs and similarly situated employees to wear uniforms and maintain them at their own personal expense. These expenses are reimbursable as they were incurred by Plaintiffs and similarly situated employees at the direction of Defendants and in the discharge of Plaintiffs' and similarly situated employees job duties. However, Defendants had a pattern and practice of not reimbursing Plaintiffs and similarly situated employees.

62. Defendants' conduct described herein violated California Labor Code section 2802.

63. Plaintiffs and similarly situated employees suffered damages legally caused by Defendants' acts as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

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EIGHTH CAUSE OF ACTION
UNFAIR COMPETITION
(As to Defendants RANCHHODRAI, INC. and DOES 1 to 100)

64. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 63 as though fully set forth herein.

65. Unfair competition shall mean and include any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code. See California Business and Professions ("B&P") Code § 17200.

1 • Violation of Labor Code §§ 226.3, 1174 (Failure to Maintain Accurate Records)

2 • Violation of Labor Code § 2802 (Failure to Pay Reimbursement Expenses)

3 71. Plaintiff seeks civil penalties against Defendants as provided in the Labor Code, or, if no
4 civil penalty is provided, default penalties pursuant to Labor Code section 2699(f)(2).

5 72. Plaintiff seeks these civil penalties from Defendants pursuant to Labor Code sections
6 2699(a) and 2699.3.

7 **DAMAGES**

8 WHEREFORE Plaintiffs request relief as follows:

9 1. A jury trial;

10 2. As to the First Cause of Action:

11 a. Wages in the amount of \$500,000;

12 b. Interest for the wages due pursuant to Labor Code section 1194;

13 c. For reasonable attorney's fees and costs incurred pursuant to Labor Code
14 section 1194;

15 3. As to the Second Cause of Action:

16 a. Wages in the amount of \$500,000;

17 b. Interest for the wages due pursuant to Labor Code section 1194;

18 c. For reasonable attorney's fees and costs incurred pursuant to Labor Code
19 section 1194;

20 d. Liquidated damages pursuant to Labor Code section 1194.2;

21 4. As to the Third Cause of Action:

22 a. Wages in the amount of \$500,000;

23 5. As to the Fourth Cause of Action:

24 a. Wages in the amount of \$500,000;

25 6. As to the Fifth Cause of Action:

26 a. Penalties in the amount of \$500,000 as provided for in Labor Code section 226,
27 including the greater of all actual damages or fifty dollars (\$50.00) for the initial
28 pay period in which the violation occurred and one hundred dollars (\$100.00) per

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employee for each violation in the subsequent pay periods, but not to exceed four thousand dollars (\$4,000.00);

b. For reasonable attorney's fees and costs incurred pursuant to Labor Code section 226(e);

7. As to the Seventh Cause of Action:

a. For reimbursement of expenses in the amount of \$200,000;

b. For attorneys' fees and costs pursuant to Labor Code 2802(e);

8. As to the Sixth Cause of Action:

a. For civil penalties as provided in the Labor Code for each enumerated violation in the amount of \$1,500,000;

b. For those Labor Code sections, the violation of which there is no civil penalty provided, the default penalty provided in Labor Code section 2699(f): for any initial violation, one hundred dollars (\$100) for each aggrieved employee per pay period. For any subsequent violation, two hundred dollars (\$200) for each aggrieved employee per pay period;

c. Reasonable attorney's fees and costs pursuant to Labor Code section 2699;

d. For any other remedies as allowed by law and/or deemed appropriate by the Court.

9. For such other and further relief as this Court may deem just and proper, including, but not limited to:

a. Wages as proved at trial;

b. Injunctive and Declaratory relief;

c. Attorney's fees and costs; and

d. Interest.

1
2 Dated: October 6, 2020

Shimoda Law Corp.

3
4 By: 

5 Galen T. Shimoda
6 Justin P. Rodriguez
7 Brittany V. Berzin
8 Attorneys for Plaintiffs
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1 *Arosemena v. Ranchhodrai, Inc., et al.*
2 *San Joaquin Superior Court, Case No. STK-CV-UOE-2019-15963*

3 **PROOF OF SERVICE — CCP §§ 1010.6, 1013a and 2015.5**
4 **and California Rules of Court, Rule 1.21 and Rule 2.150**

5 I, Caitlyn A. Lopez, declare that:

6 I am a citizen of the United States and am over the age of eighteen years and not a party to the
7 within above-entitled action.

8 On October 12, 2020, I served the following documents on the party below:

- 9 • Second Amended Complaint for Damages

10 Simran S. Sekhon 11 Sekhon & O'Bryant 12 18826 North Lower Sacramento Rd., Ste. H 13 Woodbridge, CA 95258 14 Phone: (209) 924-4990 15 Fax: (209) 989-4438 16 Email: Sekhon@SOCLawLodi.com	
--	--

15 [XXX] [By Mail] I am familiar with my employer's practice for the collection and processing
16 of correspondence for mailing with the United States Postal Service and that each
17 day's mail is deposited with the United States Postal Service that same day in the
18 ordinary course of business. On the date set forth above, I served the aforementioned
19 document(s) on the parties in said action by placing a true copy thereof enclosed in a
20 sealed envelope with postage thereon fully prepaid, for collection and mailing on this
21 date, following ordinary business practices, at Sacramento, California, addressed as
22 set forth above.

19 [] [By Personal Service] By personally delivering a true copy thereof to the office of the
20 addressee above.

21 [] [By Electronic Mail] I e-mailed the documents(s) to the person(s) shown
22 above. No error was reported by the e-mail service that I used.

23 [] [By Overnight Courier] By causing a true copy and/or original thereof to be
24 personally delivered via the following overnight courier service: _____

24 I declare under penalty of perjury under the laws of the State of California that the foregoing is
25 true and correct, and that this declaration was executed on October 12, 2020, at Sacramento, California.

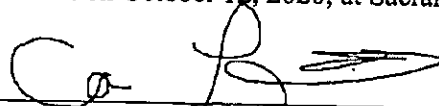
26 
27 Caitlyn A. Lopez
28

EXHIBIT C



Shimoda Law Corp.
9401 East Stockton Blvd.
Suite #200
Elk Grove, CA 95624
Ph. (916) 525-0716
Fax (916) 760-3733
www.shimodalaw.com

November 25, 2019

For Online Filing:

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Arosemena v. Ranchhodrai Inc. dba Comfort Inn*

Dear Labor Commissioner,

As counsel for Rosemeri Arosemena (hereinafter referred to as "Claimant"), I am writing to provide you and the following "employers" notice pursuant to California Labor Code section 2699.3:

Ranchhodrai, Inc.
4219 East Waterloo Rd.
Stockton, CA 95215

Thakorbhai Patel
4219 East Waterloo Rd.
Stockton, CA 95215

Champ Patel
4219 East Waterloo Rd.
Stockton, CA 95215

Kanjibhai Patel
4219 East Waterloo Rd.
Stockton, CA 95215

We are setting forth the "facts and theories" to support each of the counts found within this complaint. Please notify us of your intent to investigate any or all of the claims alleged herein against Ranchhodrai, Inc., Champ Patel, Kanjibhai Patel, Thakorbhai Patel (hereinafter sometimes collectively referred to as "Defendant"). Should you decide not to investigate, we request that you allow us to bring the following action on behalf of Claimant and all similarly situated employees, pursuant to Labor Code section 2699(a). Specifically, similarly situated employees shall include, but is not limited to all of Defendant's non-exempt hourly employees who have, or continue to, preform work for Defendant in California.

A. FACTS

Defendants operate hotels in at least four locations. Claimant worked for Defendants as a non-exempt hourly employee from approximately June 2019 to September 2019 as a housekeeper. During their employment, Claimant and similarly situated employees regularly worked over ten hours a day. Despite these long schedules, Defendants failed to authorize all meal and rest periods Claimant and similarly situated employees were entitled to for that length of schedule and failed to pay overtime premiums, instead only paying straight time for overtime hours worked. Furthermore, Defendants deducted thirty (30) minutes for lunch where there was



no clock out time showing lunches had, in fact, been taken, which deprived Claimant and similarly situated employees from being paid at least the minimum wage for those hours worked.

Defendants did not have any employee handbook or written employee policies authorizing meal periods for every five hours worked or rest periods for every four hours worked or major fraction thereof. Furthermore, Defendants required Claimant and similarly situated employees to bring their own equipment and tools to work without paying them reimbursement for the use of such tools and equipment. This includes, but is not limited to, things such as brooms, spray bottles, cleaning solutions, and other cleaning equipment that was necessary for the job. Defendants had no reimbursement policy.

Defendants issued paystubs to Claimant and similarly situated employees that did not itemize all wages earned and owing, did not itemize any overtime rates, hours worked, or pay, and, therefore, did not itemize the accurate gross and net wages earned.

Claimant is informed and believes that Champ Patel, Kanijbhai Patel, and Thakorbbhai Patel are owners, officers, and/or directors for the company and responsible for setting the working conditions and/or ratifying the working conditions that caused the violations asserted herein.

B. ALLEGATIONS AND CHARGES

Count 1 – Violation of Labor Code §§ 510, 1194; IWC Wage Order 5, § 3 (Failure to Pay Overtime Wages)

Labor Code sections 510 and 1194 require employers to pay employees overtime for any work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one workweek. Employers must also pay overtime for the first eight (8) hours worked on the seventh day of work in any one workweek. Finally, employers must pay double time for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh day of work in any one workweek. As stated above, Claimant and similarly situated employees worked over eight (8) hours per day and forty (40) hours per week and were not paid all overtime wages or premiums owed. Claimant and all similarly situated employees are entitled to recover all unpaid overtime wages. Failure to pay such wages is against the law.

Count 2 – Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 5, § 4 (Failure to Pay Minimum Wages)

During the period Claimant and similarly situated employees were employed by Defendant they were entitled to be paid at least the State's minimum wage rate for each hour that they worked. *See, e.g.*, IWC Wage Order MW-2014, MW-2017; IWC Wage Order No. 4, § (4);



Cal. Lab. Code §§ 1194, 1197.1. For the reasons stated above, Defendant did not pay Claimant and similarly situated employees for all hours worked. Thus, Claimant and similarly situated employees were not paid at least the applicable state minimum wage for those hours worked. This is against the law.

Count 3 – Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)

Labor Code sections 201-203 require that all wages, including overtime and other wages, be paid to employees upon separation and/or termination of employment. Here, for the reasons stated above, Claimant and similarly situated employees did not receive all final wages due and owing to them at the time of termination or seventy-two (72) hours thereafter as required by Labor Code sections 201-203. This is in violation of the law.

Count 4 – Violation of Labor Code §§ 226.3, 1174 (Failure to Maintain Accurate Records)

Labor Code section 226.3 provides that any employer who fails to maintain records required by Labor Code section 226(a) or provide records required by 226(a) shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation. Labor Code section 1174(d) provides that employers must keep and maintain accurate payroll records showing the hours worked daily by, and the wages paid to, employees. Defendant failed to maintain the accurate records required by law and, instead, maintained incomplete, inaccurate records regarding Claimant's and similarly situated employees' wage records and hours worked. This was against the law.

Count 5 - Violation of Labor Code §§ 226.7, 512 and Wage Order No. 5, §§ 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)

Labor Code section 226.7 and Wage Order No. 4, section 11(A) require employers to provide employees meal periods of thirty (30) minutes per five (5) hours worked. Labor Code section 512 and Wage Order No. 5, section 11(B) further provide that employers may not employ employees for a work period of more than ten (10) hours per day without providing the employee with a second meal period of thirty (30) minutes; however, if the total hours worked is no more than twelve (12) hours, the second meal period may be waived so long as there was no waiver as to the first meal period. For the reasons stated above, Claimant's and similarly situated employees were not authorized and permitted to take all legally compliant meal periods pursuant to California law. Defendant also failed to pay any meal period premiums for their failure to provide meal periods. This was in violation of the law.

Count 6 – Violation of Labor Code § 226.7 and Wage Order No. 5, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof)



Labor Code section 226.7 and Wage Order No. 4, section 12(A) require employers to provide employees paid off-duty rest periods of ten (10) minutes per four (4) hours or major fraction thereof worked. For the reasons stated above, Claimant's and similarly situated employees were not authorized and permitted to take legally compliant rest periods pursuant to California law. Defendant also failed to pay any rest period premiums for their failure to provide meal periods. This was in violation of the law.

Count 7 – Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)

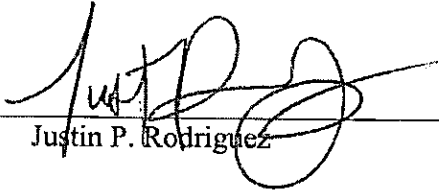
Labor Code section 2802(a) states that "An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful." Defendants failed to pay Claimant and similarly situated employees any reimbursements for the use of their personal items and equipment used in the discharge of their duties. This was in violation of the law.

If you have any questions or require any further information regarding the facts and theories to support these claims, do not hesitate to contact our office.

Very truly yours,

Shimoda Law Corp.

By:


Justin P. Rodriguez

JPR:cl

cc: client (via electronic mail only)

1 *Arosemena v. Ranchhodrai Inc. dba Comfort Inn*

2 **PROOF OF SERVICE — CCP §§ 1013a and 2015.5**
3 **and California Rules of Court, Rule 1.21 and Rule 2.150**

4 I, Caitlyn A. Lopez, declare that:

5 I am a citizen of the United States and am over the age of eighteen years and not a party to
6 the within above-entitled action.

7 On November 25, 2019, I served the following documents on the party below:

- 8 • Private Attorney General Act Letter

9

10 Ranchhodrai, Inc. 4219 East Waterloo Rd. Stockton, CA 95215	Thakorbbhai Patel 4219 East Waterloo Rd. Stockton, CA 95215
12 Champ Patel 4219 East Waterloo Rd. Stockton, CA 95215	Kanjibhai Patel 4219 East Waterloo Rd. Stockton, CA 95215

13

14 [XXX] [By Certified Mail] I am familiar with my employer's practice for the collection
15 and processing of correspondence for mailing with the United States Postal
16 Service and that each day's mail is deposited with the United States Postal
17 Service that same day in the ordinary course of business. On the date set forth
18 above, I served the aforementioned document(s) on the parties in said action by
placing a true copy thereof enclosed in a sealed envelope with postage thereon
fully prepaid, for collection and mailing on this date, following ordinary business
practices, at Sacramento, California, addressed as set forth above.

19 [] [By Personal Service] By personally delivering a true copy thereof to the office
of the addressee above.

20 [] [By Overnight Courier] By causing a true copy and/or original thereof to be
21 personally delivered via the following overnight courier service: _____.

22 I declare under penalty of perjury under the laws of the State of California that the foregoing
23 is true and correct, and that this declaration was executed on November 25, 2019, at Sacramento,
24 California.

25 
26 Caitlyn A. Lopez
27
28

EXHIBIT D

APEX

CLASS ACTION ADMINISTRATION

Quotation Request:
 Brittany Berzin
 Shimoda & Rodriguez Law, PC
 bberzin@shimodalaw.com
 833.201.0213

Case Name: Arosemena v. Ranchhodrai Inc.
Date: Tuesday, February 27, 2024
RFP Number: 02130013

Prepared By:
 Sean Hartranft
 Apex Class Action LLC
 Sean@apexclassaction.com
 949.878.3676

Settlement Specifications	
Estimated Class Size:	60
Certified Language Translation:	Yes
Static Settlement Website	Yes
Percentage of Undeliverable Mail	20%

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
Data Analytics and Standardization				
Import and Standardize Data*	Per Hour	\$125.00	1	\$125.00
Data Analyst	Per Hour	\$150.00	1	\$150.00
Sub Total:				\$275.00

*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.

Mailing of Class Notice				
Form Set Up	Per Hour	\$120.00	1	\$120.00
Print & Mail Class Notice	Per Piece	\$1.75	60	\$105.00
USPS First Class Postage	Per Piece	\$0.89	60	\$53.40
Remail Undeliverable Mail (Skip-Trace)	Per Piece	\$2.50	12	\$30.00
Receive and Process Undeliverable Mail	Per Hour	\$75.00	0	\$0.00
Process Class Member Correspondence via mail, e-mail & fax	Per Piece	\$75.00	0.5	\$37.50
NCOA Address Update (USPS)	Static Rate	\$20.00	1	\$20.00
Certified Language Translation: Spanish	Static Rate	\$1,200.00	1	\$1,200.00
Sub Total:				\$1,565.90

Project Management				
Project Management	Per Hour	\$150.00	2	\$300.00
Project Coordinator	Per Hour	\$90.00	2	\$180.00
Data Analyst and Reporting	Per Hour	\$140.00	0	\$0.00
Sub Total:				\$480.00

APEX

CLASS ACTION ADMINISTRATION

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Toll-Free Contact Center, Website & Reporting

Bilingual Toll-Free Contact Center	Static Rate	\$23.30	1	\$23.30
Settlement Website: Static Apex URL	Static Rate	\$500.00	1	\$500.00
Settlement Status Reports	Static Rate	\$750.00	1	Waived
			Sub Total:	\$523.30

Distribution & Settlement Fund Management

Settlement Calculations (Preliminary and Final)	Per Hour	\$120.00	2	\$240.00
Account Management and Reconciliation	Per Hour	\$140.00	2	\$280.00
Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	\$1.75	60	\$105.00
USPS First Class Postage	Per Piece	\$0.68	60	\$40.80
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$2.50	6	\$15.00
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	5	\$500.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,000.00	1	\$1,000.00
			Sub Total:	\$2,180.80

Post Distribution Reconciliation

Bank Account Reconciliation	Per Hour	\$135.00	1	\$135.00
Project Management Reconciliation	Per Hour	\$100.00	1	\$100.00
Declarations	Per Hour	\$120.00	2	\$240.00
			Sub Total:	\$475.00

WILL NOT EXCEED: \$5,500.00

Thank you for your business!

APEX

CLASS ACTION ADMINISTRATION

Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. **Services:** Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. **Payment Terms:** As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. **Incurred Expenses:** In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. **Invoicing:** Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In case of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. **Case Duration:** The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. **Termination of Services:** Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. **Independent Contractor:** As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. **Apex warrants that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.**

9. **Limitation of Liability:** The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. **Indemnification:** The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. **Confidentiality:** Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of these terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. **Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.**

13. **Upon the completion of the administration and unless retention instructions are ordered by the court, Apex will notify the client that it will destroy and/or return all confidential information and property within 90 days upon the client's written request. Alternatively, the material may be stored for one year at a monthly fee of \$1.50 per storage box for paper documents and \$0.01 per image for electronic copies over a period of three years, which compensates Apex for its electronic and hard-copy storage costs. Apex will not be liable for any damages, liability, or expenses incurred in connection with any delay in delivery of, or damage to disks, magnetic tapes, or any input data provided by the client or its representatives unless Apex has agreed in writing to assume such responsibility.**

14. **COMPLETE AGREEMENT.** These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. **This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.**

16. **Force Majeure:** In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. **The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.**

18. **Severability:** This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. **Nonwaiver:** This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.

EXHIBIT E

Date	Description	Amount
11/25/2019	PAGA Filing Fee	\$75.00
11/25/2019	Certified Mailing of PAGA Letter to Employers	\$16.60
11/25/2019	Complaint Fee	\$435.00
11/25/2019	Complaint Filing Fee	\$40.00
12/1/2019	Administration/Copy Fee - Phone, Fax, Scan, Copying, Westlaw Legal Research Fees	\$500.00
12/24/2019	ALS Service Fee inv 148324	\$150.00
2/13/2020	Payment to Court - Federal Court Northern District - Docs Related to Def	\$1.10
3/10/2020	ALS Service Fee - Champ Patel, Ranchodrai Inc., Thakorhai Patel, Kanjibhai Patel	\$230.00
5/22/2020	Payment to Court - Motion for Deemed Admissions (Champ Patel)	\$60.00
5/22/2020	Payment to Court - Motion for Deemed Admissions (Ranchhodrai, Inc.)	\$60.00
6/24/2020	Mediation - Payment to Mediator	\$1,600.00
7/31/2020	Postage - Case Management Conference to Court	\$7.15
8/28/2020	Payment for Records - Sacramento Superior Court Plaintiff Search	\$1.00
9/28/2020	Overnight UPS (Unishippers) - Reply Briefs Motion for Deemed Admissions (Champ Patel/ Ranchhodrai)	\$32.00
9/29/2020	Service Fee to Court - Reply Briefs to Court (Ranchhodrai/ Champ Patel)	\$101.55
10/7/2020	Payment to Court - Stipulation and Proposed Order to Amend	\$20.00
8/3/2021	Deposition - Champ Patel deposition inv 110236	\$771.85
8/26/2021	Payment to Simpuris - Notice to Class Invoice No. 21543	\$711.00
9/2/2021	Deposition - PMK Ranchhodrai Inc inv 110410	\$1,029.55
9/2/2021	Deposition - Kanjibhai Patel inv 110290	\$551.33
10/4/2021	ALS Service Fee - Payroll people inv 167458	\$75.00
10/25/2021	Postage - Motion to Compel to OC	\$8.15
11/1/2021	One Legal Filing Fee - Motion to Compel	\$139.60
11/1/2021	Payment to Court - Motion Fee for Motion to Compel Production of Documents, Set One	\$60.00
12/21/2021	Priority Mail - Case Management Conference Statement Mailed to Court	\$8.15
1/4/2022	Priority Mail - Proposed Order Granting Plaintiff's Motion to Compel to Court	\$7.40
1/19/2022	Priority Mail - Notice of Entry of Order to Court	\$7.75
2/8/2022	Priority Mail - Motion for Sanctions, and Letter Regarding Hearing Dates to Court	\$7.75
2/8/2022	Priority Mail - Motion for Sanctions, and Letter Regarding Hearing Dates to Opposing Counsel	\$7.75
2/14/2022	Payment to Court - Motion for Sanctions	\$60.00
2/14/2022	Priority Mail - Motion for Sanctions Resent to Court	\$7.75
2/14/2022	Priority Mail - Motion for Sanctions Resent to Opposing Counsel	\$7.75
2/18/2022	Priority Mail - Re-Notice of Motion for Sanctions to Court	\$7.75
3/20/2022	UPS (Unishippers) - Reply Brief In Support of Motion for Sanctions to Opposing Counsel	\$33.15
3/17/2022	ALS Service Fee - Filing- inv 173559	\$125.00

3/29/2022	Priority Mail - Letter to Court Regarding Proposed Order for Motion for Sanctions	\$7.75
4/21/2022	One Legal Service Fee - inv 04019715	\$61.26
8/3/2022	One Legal Service Fee - Case Management Statement inv 18666563	\$61.26
9/14/2022	One Legal Service Fee - inv 18916307	\$354.92
9/15/2022	One Legal Service Fee - Re-Notice of Motion for Class Certification - inv 18925420	\$61.26
11/8/2022	Priority Mail - Proposed order to San Joaquin county	\$7.60
10/30/2023	One Legal Service Fee - \$60 court fee, \$85.16 filing fee order inv 21524708	\$145.16
10/30/2023	One Legal Service Fee - Proof of service order inv 21527530	\$83.39
12/21/2023	One Legal Service Fee - inv 21689601	\$103.98
12/29/2023	One Legal Service Fee - inv 21916798	\$132.32
1/8/2024	One Legal Service Fee - inc 21952414	\$83.39
Anticipated	Complex Fee	\$1,000.00
Anticipated	Preliminary Approval Motion	\$60.00
Anticipated	One Legal Service Fee - Preliminary Approval Motion	\$300.00
Anticipated	Final Approval Motion	\$60.00
Anticipated	One Legal Service Fee - Final Approval Motion	\$300.00
Anticipated	One Legal Service Fee - Compliance Declarations	\$83.89
TOTAL:		\$9,862.26

EXHIBIT F

CALIFORNIA SUPERIOR COURT
FOR THE COUNTY OF SAN JOAQUIN

ROSEMERI AROSEMENA, MARIA RETANA and
MARGARITA MEDINA, individually and on behalf of all
other similarly situated employees,

Plaintiffs,

vs.

RANCHHODRAI, INC., a California Corporation;
KANJIBHAI PATEL, an individual; CHAMP PATEL, an
individual; and DOES 1 to 100, inclusive,

Defendants.

Case No. STK-CV-UOE-2019-15963

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

ATTENTION: all non-exempt employees who worked for Ranchhodrai, Inc. in California from December 2, 2015, up to November 14, 2022 (the "Class Members").

PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF CLASS ACTION LITIGATION AND POTENTIAL DISBURSEMENT OF SETTLEMENT FUNDS TO YOU. IF YOU ARE A CLASS MEMBER, IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHT TO PARTICIPATE IN OR OPT OUT OF THE SETTLEMENT ACCORDING TO THE PROCEDURES DESCRIBED BELOW.

You are receiving this notice pursuant to an order from the San Joaquin County Superior Court ("Court") granting Plaintiffs' motion for preliminary approval of a Joint Stipulation of Regarding Class Action PAGA Settlement and Release ("Agreement" or "Settlement") as fair, reasonable, and adequate. The Settlement was entered into between Plaintiffs Rosemeri Arosemena, Maria Retana and Margarita Medina ("Plaintiffs" or "Class Representatives") and Defendants Ranchhodrai, Inc., Kanjibhai Patel and Champ Patel ("Defendants") on behalf of Class Members as defined above. The terms of the Settlement are outlined herein. You are receiving this notice because Defendants' records indicate you fall within the definition of "Class Member." Defendants' records also indicate that you worked _____ weeks during the applicable Class Period (as defined below), which means your total share of the settlement proceeds is estimated to be _____. Your actual share of the settlement proceeds will vary depending on the total number of Class Members that choose to participate and the resolution of any workweek disputes as described in this notice.

The terms of the Agreement and a description of the case are identified in this notice. Pursuant to the Court's order, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

I. BACKGROUND OF THE CASE

On December 2, 2019, Plaintiff Rosemeri Arosemena filed a Complaint against Defendants in the San Joaquin County Superior Court of California on behalf of herself and Class Members. The term "Action" means this putative class action pending in San Joaquin County Superior Court, Case No. STK-CV-UOE-2019-15963. The Class Period is from December 2, 2015, up to November 14, 2022, (the "Class Period"). A Second Amended Complaint was filed on October 19, 2020, adding Maria Retana and Margarita Medina as named Plaintiffs.

In the Action, Plaintiffs sought to obtain unpaid wages, interest, statutory penalties, civil penalties, fees, and costs on behalf of themselves, Class Members, and Aggrieved Employees. Plaintiffs alleged that Defendants violated California law by 1) failing to pay overtime premiums for all overtime hours worked; 2) automatically deducting 30 minutes for meal periods not received; 3) failing to provide all meal periods; 4) failing to provide all rest periods; 5) failing to pay reimbursements for business expenses, such as cleaning supplies; and 6) failing to have the correct address on its wage statements. Defendants have denied all of Plaintiffs' allegations. The Action has been actively litigated. There have been on-going investigations, and there has been an exchange of extensive documentation and information. Based upon the negotiations, and all known facts and circumstances, including Defendants' financial condition and the various risks and uncertainties related to trial, the Parties reached a class-wide settlement. By settling, the Parties will avoid the risks associated with a lengthy litigation process. Despite agreeing to and supporting the Agreement, Defendants continue to deny all allegations and claims. Defendants have entered into this Settlement to fully, finally, and forever resolve this Action, based on the terms set forth in the Agreement, in order to avoid the burden and expense associated with ongoing litigation.

The Agreement applies to any and all Class Members, which are defined as all non-exempt employees who worked for Ranchhodrai, Inc. in California from December 2, 2015, up to November 14, 2022. The Agreement also applies to Aggrieved Employees, which are defined as all non-exempt employees who worked for Ranchhodra, Inc., in California from November 25, 2018 up to November 14, 2022. If you are a Class Member, you have the opportunity to participate in the Settlement, or to exclude yourself (“opt out”) from the Settlement. This notice is to advise Class Members of how they can either participate in the Settlement or be excluded from the Settlement. As set forth below, Aggrieved Employees cannot opt out of this Agreement as it relates to the PAGA Payment or Released PAGA Claims regardless of whether they opt out of being a Class Member. Aggrieved Employees will receive their share of the PAGA Payment regardless of whether they opt out of being a Class Member.

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. The Amount of the Settlement

Under the terms of the Agreement, Defendants have agreed to pay a total sum of One Hundred Thirty-Five Thousand Dollars and No Cents (\$135,000) (“Gross Settlement Amount”). Deducted from this Gross Settlement Amount will be sums approved by the Court for attorneys’ fees not to exceed 35% of the Gross Settlement Amount, attorneys’ costs not to exceed \$12,000, Settlement Administrator Costs estimated not to exceed \$10,000, Class Representatives’ Enhancement Payments of \$10,000 each to Plaintiffs, and \$10,000 for alleged PAGA penalties (the “PAGA Payment”), which will result in a “Net Settlement Amount” for distribution to all Class Members. Any employer side taxes attributable to payments allocated as wages will be paid by Defendants in addition to the Gross Settlement Amount. As explained further below, the amount of each Class Member’s share of the Net Settlement Amount will depend on the number of weeks worked by participating Class Members during the Class Period. Of the \$10,000 allocated to resolving the PAGA claims, 75% of the PAGA Payment will be paid to the State of California Labor and Workforce Development Agency and 25% of the PAGA Payment will be divided among Aggrieved Employees.

The number of weeks you worked during the Class Period and your estimated total share of the Net Settlement Amount and PAGA Payment (“Individual Settlement Amount”) is stated on the first page of this notice. The actual amount received may be more or less than the amount stated depending on the actual number of weeks worked by Participating Class Members (*i.e.*, those who do not opt out of the Settlement), the resolution of any disputes regarding workweeks, and on the distributions finally approved and allocated by the Court. However, whether Class Members opt out will have no effect on Aggrieved Employees’ allocations for the PAGA claims.

B. Individual Settlement Amounts and Allocation Between Class Members and Aggrieved Employees

Defendants will pay Individual Settlement Amounts through the Settlement Administrator, as described below, to each Participating Class Member and to Aggrieved Employees. All Individual Settlement Amounts will be subject to appropriate taxation. The Parties have agreed, based on the allegations in the Action that all Individual Settlement Amounts payable to eligible Class Members will be allocated from the Net Settlement Amount and paid as 2/3 for disputed interest, statutory penalties, and other non-wage damages for which IRS Forms 1099-MISC and 1099-INT will issue and 1/3 for disputed wages for which IRS Forms W-2 will issue. The PAGA Payment to Aggrieved employees will be paid as 100% for civil penalties.

Payment to Participating Class Members and Aggrieved Employees will not require the submission of a claim form. Each Participating Class Member’s share will be determined by dividing their total weeks worked within the Class Period by the total weeks worked by all Participating Class Members within the Class Period. That fraction will then be multiplied by the Net Settlement Amount to arrive at the Class Member’s individual share of the Net Settlement Amount. Each Aggrieved Employee’s share of the 25% portion of the PAGA Payment will be determined by dividing their total weeks worked within the PAGA Claim Period by the total weeks worked by all Aggrieved Employees within the PAGA Claim Period. That fraction will then be multiplied by the 25% portion of the PAGA Payment to arrive at the Aggrieved Employee’s individual share. The PAGA Claim Period is defined as from March 1, 2022, up to _____. Defendants’ records indicate that you worked _____ weeks during the applicable PAGA Claim Period, which means your share of the PAGA Payment is estimated to be _____. This amount is included in your estimated Individual Settlement Amount stated on the first page of this notice, not in addition to it. You will still receive your share of the PAGA Payment even if you opt out of being a Class Member. Receipt of the Individual Settlement Amounts will not entitle any Class Member or Aggrieved Employee to additional compensation or benefits under any compensation, retirement or benefit plan or agreement in place during the period covered by the Settlement.

C. Calculations to Be Based on Defendants' Records and Resolution of Workweek Disputes

For each Class Member, the amount payable will be calculated by the Settlement Administrator from Defendants' records. Defendants' records will be presumed correct unless evidence to the contrary is provided to the Settlement Administrator. Defendants' records and any additional evidence will be reviewed by the Settlement Administrator in the event of a dispute about the number of workweeks worked by an individual Class Member. If a Class Member disputes the accuracy of Defendants' records, all supporting documents evidencing additional workweeks must be submitted by the Class Member. The dispute must (a) identify the nature of the dispute; (b) provide any information or documentation supporting the dispute; (c) be signed; and (d) be post-marked no later than _____. The dispute will be resolved by the Settlement Administrator based on the records and evidence provided.

D. Release of Claims

For those Class Members who do not opt out and Aggrieved Employees, the Agreement contains the following releases:

Class members who do not opt out will be deemed to have released any and all class claims that are alleged in the Complaint, through the Class Period. This release excludes the release of claims not permitted by law. The Released Class Claims exclude claims for workers' compensation or unemployment insurance benefits. This release will cover all Class Members who do not opt out.

Aggrieved Employees will be deemed to have released any and all claims that were brought under the Private Attorneys General Act, Labor Code §§ 2698 *et seq.*, contained in the Complaint during the PAGA Claim Period. Aggrieved Employees cannot opt out of this waiver of claims.

The individuals released ("Released Parties") Defendants, as well as Defendants' officers, shareholders, directors, agents, employees, attorneys, and insurers.

Class Members and/or Aggrieved Employees can talk to one of the lawyers appointed as Class Counsel (listed below) for free or talk to their own lawyer if they have questions about the released claims and what they mean.

III. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER

A. Participating in the Settlement as a Class Member

If you wish to be a Participating Class Member and believe your workweek information is accurate, **you do not need to take any further action**. Payment will be automatically made to you consistent with the terms of the Agreement and Court Order. If you wish to dispute the workweek calculation, you may follow the procedures outlined in Section II.C above. California law protects Class Members from retaliation based on their decision to participate in the Settlement.

B. Excluding Yourself from the Settlement as a Class Member

The Court will exclude you from the being a Class Member if you request this by _____. If you do not wish to be bound by the Settlement as a Class Member, you may request to be excluded (*i.e.*, "opt out") by submitting a timely written request to the Settlement Administrator. The request to opt-out must (a) state your full name and date of birth; (b) a statement that you do not want to be a Class Member, do not want to participate in the Settlement, and/or wants to be excluded from this Settlement; (c) identify the case name and number (*i.e.*, *Arosemena, et al. v. Ranchhodrai, Inc., et al.*, STK-CV-UOE-2019-15963); (d) be signed; and (e) be post-marked no later than _____. The request to opt out must be mailed by First Class U.S. Mail, or the equivalent, to:

[admin info]

If you submit a request to opt out which is not postmarked by _____, your request to opt out will be rejected, and you will be bound by the release and all other terms of the Agreement. Do not use a postage meter as that may not result in a postmark appearing on the envelope containing your request to opt out. Any Class Member who submits a complete and timely request to opt out shall, upon receipt by the Settlement Administrator, no longer be a Class Member and not received their share of the Net Settlement Amount. Aggrieved Employees cannot opt out of this Agreement and will receive their share of the PAGA Payment regardless of whether they opt out of being a Class Member.

C. Objection to Settlement

If you do not opt out of the Settlement, you can object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. The objection must (a) state your full name and date of birth; (b) provide evidence that you are, in fact, a Class Member; (c) state the reasons for the objection(s), including supporting documentation; (d) identify the case name and number (i.e., *Arosemena, et al. v. Ranchhodrai, Inc., et al.*, STK-CV-UOE-2019-15963); (e) be signed; and (f) be post-marked no later than _____. The objection must be sent to the Settlement Administrator at the address identified in Section III.B and to counsel for Plaintiff and Defendants at the addresses identified in Section VI of this notice.

You may also appear at the final approval hearing to state your objection. Any Class Member who does not request exclusion may, if the Class Member so desires, enter an appearance through an attorney. If you appear through your own attorney, you are responsible for paying that attorney. You should also file a notice of intent to appear with the Court and serve the notice on counsel for Plaintiffs and Defendants.

IV. EFFECT OF THE SETTLEMENT: RELEASED RIGHTS AND CLAIMS

If the Court grants final approval of the Settlement, the Court will make and enter judgment consistent therewith. The judgment, whether favorable or not, will bind all Class Members who do not request exclusion. After final approval, each and every Class Member who does not opt out of the Settlement and Aggrieved Employee, will release Defendants and the Released Parties from the Released Class Claims and the Released PAGA Claims described above. In other words, if you were employed as a Class Member by Defendants in California during the Class Period, and you do not exclude yourself from the Settlement, you will be deemed to have entered into these releases and to have released the above-described claims. In addition, you will be barred from ever suing Defendants and the Released Parties with respect to the claims covered by this Settlement. If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue.

V. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a hearing in Department 10A, 180 E Weber Ave. Stockton, CA 95202 on _____ at 9:00 a.m. to determine whether the Agreement should be finally approved as fair, reasonable and adequate. The Court also will be asked to approve Class Counsel's request for attorneys' fees and costs, the Settlement Administrator Costs, and the Class Representatives' Enhancement Payments. The hearing may be continued without further notice. It is not necessary for you to appear at this hearing.

VI. ADDITIONAL INFORMATION

You may access the Complaint, Class Counsel's motion for preliminary approval, the Agreement, and any other documents required by the Court at the Settlement Administrator's website: [admin web address]. You can also contact Class Counsel or Defendants' Counsel as follows:

Galen T. Shimoda
Justin P. Rodriguez
Brittany V. Berzin
Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd., Suite 120
Elk Grove, CA 95624
Telephone: (916) 525-0716
On behalf of Plaintiffs

Simran Sekhon
Sekhon Law
18826 N Lower Sacramento Rd., Ste. H
Woodbridge, CA 95258
Phone: (209) 425-5225
On behalf of Defendants

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS. IF YOU HAVE ANY QUESTIONS, CALL [number]

BY ORDER OF THE COURT

EXHIBIT G

Brittany Berzin

From: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
Sent: Monday, March 11, 2024 10:57 AM
To: Brittany Berzin
Subject: Thank you for your Proposed Settlement Submission

[You don't often get email from lwdadonotreply@dir.ca.gov. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

03/11/2024 10:56:11 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT H

1 Galen T. Shimoda (Cal. State Bar No. 226752)
2 Justin P. Rodriguez (Cal. State Bar No. 278275)
3 Brittany V. Berzin (Cal. State Bar No. 325121)
4 **Shimoda & Rodriguez Law, PC**
5 9401 East Stockton Blvd., Suite 120
6 Elk Grove, CA 95624
7 Telephone: (916) 525-0716
8 Facsimile: (916) 760-3733

9 Attorneys for Plaintiff ROSEMERI AROSEMENA,
10 MARIA RETANA, and MARGARITA MEDINA

Filed NOV 14 2022
BRANDON E. RILEY, CLERK

By ALICIA LIECHTY
DEPUTY

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**SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN**

ROSEMERI AROSEMENA, MARIA
RETANA, and MARGARITA MEDINA,
individually and on behalf of all other
similarly situated employees,

Plaintiffs,

vs.

RANCHHODRAI INC., a California
Corporation;
KANJIBHAI PATEL, an individual;
CHAMP PATEL, an individual; and
DOES 1 to 100, inclusive,

Defendants.

Case No. STK-CV-UOE-2019-15963

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR CLASS
CERTIFICATION**

Date: October 25, 2022

Time: 9:00 a.m.

Dept.: 10A

Judge: Hon. George J. Abdallah, Jr.

Filed: December 2, 2019

FAC Filed: February 26, 2020

SAC Filed: October 19, 2020

Trial Date: January 8, 2024

TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

Plaintiffs Rosemeri Arosemena, Maria Retana, and Margarita Medina ("Plaintiffs")' Motion for Class Certification came on regularly for hearing on October 25, 2022, the Honorable George J. Abdallah Jr. presiding. Neither party requested oral argument.

The court having read and considered Plaintiffs' unopposed Motion for Class Certification filed September 15, 2022 and Plaintiffs' unopposed Proposed Trial Plan filed September 14, 2022 and good cause appearing, Plaintiffs' Motion for Class Certification is GRANTED and Plaintiffs' Proposed Trial Plan is APPROVED. The approved class consists of all non-exempt, hourly employees who worked

FILED BY FAX

NOV 09 2022

1 for Ranchhodrai, Inc. in California at any time between December 2, 2015, and the date this matter is
2 certified.

3
4 **IT IS SO ORDERED.**

5
6 Date: NOV 14 2022

ERIN GUY CASTILLO
By: _____

Judge of the Superior Court

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3 **PROOF OF SERVICE — CCP §§ 1010.6, 1013a and 2015.5**
4 **and California Rules of Court, Rule 1.21 and Rule 2.150**

5 I, Estefania Rodriguez, declare that:

6 I am a citizen of the United States and am over the age of eighteen years and not a party to the
7 within above-entitled action.

8 On November 8, 2022, I served the following documents on the party below:

- 9 • [Proposed] Order Granting Plaintiff's Motion for Class Certification

10 Simran S. Sekhon 11 Sekhon & O'Bryant, A Professional Law 12 Corporation 13 18826 North Lower Sacramento Rd., Ste. H 14 Woodbridge, CA 95258 15 Phone: (209) 924-4990 16 Fax: (209) 989-4438 17 Email: Sekhon@soclawlodi.com	
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16 [] [By Mail] I am familiar with my employer's practice for the collection and processing
17 of correspondence for mailing with the United States Postal Service and that each
18 day's mail is deposited with the United States Postal Service that same day in the
19 ordinary course of business. On the date set forth above, I served the aforementioned
20 document(s) on the parties in said action by placing a true copy thereof enclosed in a
21 sealed envelope with postage thereon fully prepaid, for collection and mailing on this
22 date, following ordinary business practices, at Elk Grove, California, addressed as set
23 forth above.

20 [] [By Personal Service] By personally delivering a true copy thereof to the office of the
21 addressee above.

22 [XXX] [By Electronic Mail] I e-mailed the documents(s) to the person(s) shown
23 above. No error was reported by the e-mail service that I used.

23 [] [By Overnight Courier] By causing a true copy and/or original thereof to be
24 personally delivered via the following overnight courier service: _____.

25 I declare under penalty of perjury under the laws of the State of California that the foregoing is
26 true and correct, and that this declaration was executed on November 8, 2022, at Elk Grove, California.

27 
28 _____
Estefania Rodriguez