

**FILED**  
Superior Court of California,  
County of Solano  
**05/21/2026 at 02:53 PM**  
By: S. Hopkins, Deputy Clerk

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

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

Plaintiffs,

vs.

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

Defendants.

CASE NO. CU23-04949

**CLASS ACTION**

~~XXXXXXXX~~  
**[PROPOSED] AMENDED ORDER AND  
JUDGMENT OF FINAL APPROVAL OF  
JOINT STIPULATION AND SETTLEMENT  
AGREEMENT OF CLASS ACTION AND  
PAGA CLAIMS, ATTORNEYS' FEES AND  
COSTS, AND SERVICE AWARD**

Date: May 19, 2026

Time: 9:00 a.m.

Dept: 3

Judge: The Honorable Stephen Gizzi

Filed: October 26, 2023

THE VILLEGAS LAW FIRM, APC  
Attorneys at Law

1 On May 19, 2025, a hearing was held on Plaintiffs Rosario Perez Hernandez and Vanessa  
2 Hernandez’s (“Plaintiffs”), unopposed motion for final approval of the parties’ proposed class action  
3 settlement. Virginia Villegas of The Villegas Law Firm, APC, and Tatiana Dupuy of Gordon Rees Scully  
4 Mansukhani, appeared on behalf of Sahajanand Investment, LLC, Akshar Hospitality, LLC, Sunhil Khatri,  
5 Neville Parujanwala, Harishchandra Parujanwala, and Pratima Parujanwala (collectively referred to as  
6 “Defendants”).

7 The parties have previously filed with this Court their Joint Stipulation And Settlement of Class  
8 Action and PAGA Claims (the “Settlement” or “Settlement Agreement”). On November 25, 2025, this  
9 Court preliminarily approved the Settlement in its Order Granting Preliminary Approval of Settlement  
10 (“Preliminary Approval Order”). In accordance with the Court’s Preliminary Approval Order, the  
11 Settlement Administrator has provided notice of the terms of the Settlement to Class Members, who have  
12 had the opportunity to object to the Settlement, to exclude themselves from its provisions, or challenge  
13 their underlying employment data. There were no requests for exclusions or objections to the Settlement.

14 The Court has received and considered the proposed Settlement, the supporting papers filed by  
15 the parties, including the Declarations of Virginia Villegas, Rosario Perez Hernandez and Vanessa  
16 Hernandez in Support of the Unopposed Motion for Final Approval of the Joint Stipulation And Settlement  
17 Agreement Of Class Action And PAGA Claims, the evidence previously received by the Court pursuant  
18 to the Unopposed Motion And Motion For Order (1) Conditionally Certifying Settlement Class; (2)  
19 Preliminarily Approving Class Action Settlement; (3) Directing Distribution Of Class Notice; and (4)  
20 Setting Hearing For Final Approval Of Settlement filed on April 23, 2026 and the final approval hearing  
21 on May 19, 2026. The Court’s Tentative Ruling Issued on May 18, 2026, is attached hereto as **Exhibit A**.  
22 Pursuant to California Rules of Court 3.1312, Plaintiffs’ counsel served a copy of the Proposed Order on  
23 Defendants’ counsel on May 19, 2026. Plaintiffs’ counsel did not receive any objections or response to  
24 the proposed Order. The matter having been submitted and good cause appearing therefore, the Court at  
25 the hearing granted final approval of the class action Settlement and the Court hereby finds and orders as  
26 follows: The Court GRANTS FINAL APPROVAL to the Settlement and HEREBY ORDERS and  
27 MAKES the following DETERMINATIONS:

1           1.       Except as otherwise specified, for the purposes of this Order and Judgment, the Court  
2 adopts and incorporates by reference all defined terms set forth in the Settlement and Motion for  
3 Preliminary Approval.

4           2.       The Court has jurisdiction over the subject matter of this litigation, Plaintiffs, the  
5 Settlement Class, and Defendants.

6           3.       Pursuant to this Court’s Preliminary Approval Order, a Notice of Class Action Settlement  
7 was sent to 184 individuals identified as Class Members by first-class mail, after first processing such  
8 addresses against the National Change of Address (“NCOA”) database, maintained by the United States  
9 Postal Service (“USPS”), for purposes of updating and confirming the mailing addresses of the Class  
10 Members. To the extent that an updated address was found in the NCOA database, the updated address  
11 was utilized for the mailing of the Notice. To the extent that no updated address was found in the NCOA  
12 database, the original address provided by Defendants was utilized for the mailing of the Notice. The Notice  
13 informed Class Members of the terms of the Settlement, their right to opt out of the Class and pursue their  
14 own remedies, their opportunity to file written objections, their right to challenge the underlying  
15 employment data, and their right to appear in person or by counsel at the final approval hearing and be  
16 heard regarding approval of the settlement. Adequate periods of time were provided by each of these  
17 procedures. The Notice given to the Class met requirements of California law and due process. The Notice  
18 to the Class was adequate.

19           4.       Out of the identified Class Members, none have objected to any aspect of the proposed  
20 Settlement, and none have opted out of the proposed Settlement. The reaction of the Settlement Class to  
21 the proposed Settlement supports the conclusion that the proposed Settlement is fair, reasonable and  
22 adequate.

23           5.       For settlement purposes only, the following Settlement Class is certified:

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

26           6.       Rosario Perez Hernandez and Vanessa Hernandez are confirmed as Class Representatives.

27           7.       Virginia Villegas of The Villegas Law Firm, APC is confirmed as Class Counsel.



1 terms of the Settlement.

2 13. The Court approves payment to the State of California Labor and Workforce Development  
3 Agency (“LWDA”) of 75% of \$7,500.00 in the amount of Five Thousand Six Hundred Twenty-Five  
4 Dollars and Zero Cents (\$5,625.00) as its share of civil penalties under the Private Attorney General Act,  
5 and 25% of \$7,500.00 in the amount of One Thousand Eight Hundred Seventy-Five Dollars (\$1,875.00) of  
6 which will be paid to the PAGA Employees, as defined in the Settlement Agreement.

7 14. The Court approves the payment of Ten Thousand Dollars and Zero Cents (\$10,000.00),  
8 to the Claims Administrator for the fees and expenses of claims administration.

9 15. Pursuant to the Settlement Agreement, any checks issued to Settlement Class Members  
10 shall remain valid and negotiable for one hundred and eighty (180) days from the date of their issuance. If  
11 a check is returned, the Settlement Administrator will make all reasonable efforts to re-mail it to the Class  
12 Member at the correct address. The Settlement Administrator will then deposit the sum of any un-  
13 cashed/un-deposited checks and the funds shall revert to the net Settlement Amount. If the Claim  
14 Administrator determines that there are sufficient funds to make it economically feasible to do another  
15 distribution, the uncashed/un-deposited checks shall be distributed to those Class Members who cashed  
16 their checks (“Second Distribution”) using the same workweek calculations as used in the original  
17 settlement fund distribution. If the Claim Administrator determines that it is not economically feasible to  
18 do a Second Distribution, or if there are any remaining funds after the Second Distribution, those funds  
19 shall be distributed to Legal Services of Northern California. Neither the parties nor their counsel have any  
20 current affiliation with Legal Services of Northern California. The parties believe that there are unlikely  
21 to be significant, if any, funds remaining after the Second Distribution, and that distributing those funds in  
22 their entirety to a nonprofit providing civil legal services to low-wage and immigrant workers, like the  
23 Class Members in this case, would therefore better serve the interest of the Class than the distribution  
24 apportionment contemplated under California Code of Civil Procedure § 384. Pursuant to § 384(b), the  
25 parties will report to the Court the total amount that was actually paid to the Class Members. Based on the  
26 foregoing, Plaintiffs respectfully request the Court fully and finally approve that any unclaimed funds be  
27 tendered to Legal Services of Northern California as *cy pres*.

1           16.       Nothing in this order will preclude any action to enforce the parties’ obligations under the  
2 Settlement or under this Order. On or before \_\_\_\_\_, Plaintiffs shall file a Final Report stating the total  
3 amount actually paid to Class Members, and the amount remaining to be tendered by the Settlement  
4 Administrator to Legal Services of Northern California.

5           17.       Upon the Effective Date, in exchange for the promises provided under the Settlement  
6 Agreement and under this Order, all Class Members who did not opt out, are permanently barred from  
7 prosecuting against Defendants and any of their past, present and future direct or indirect parents,  
8 subsidiaries, predecessors, successors and affiliates, as well as each of its past, present and future officers,  
9 directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any  
10 individual, including but not limited to, Sunhil (aka. Sunil) Khatri, Neville Parujanwala, Harishchandra  
11 Parujanwala, and Pratima Parujanwala, or entity which could be jointly liable with Defendants (the  
12 “Released Parties”), all claims pled in the Operative Complaint and which could have been alleged under  
13 state or federal law under the same or similar facts, allegations and/or claims pled in the Action or in any  
14 letter by Plaintiffs to the LWDA, against the Released Parties, for work performed during the Class Period,  
15 including the following:

- 16                   a.   The Claims set forth in the Operative Complaint, specifically: (1) Failure to  
17                   Compensate for All Hours Worked (Violation of Labor Code §§ 200, 204, 218.5,  
18                   218.6, 1194, 1194.2, 1197, and 1197.1); (2) Failure to Pay Overtime Wages  
19                   (Violation of Labor Code §§ 218.5, 218.6, 510, 1194, and IWC Wage Order 5-  
20                   2001); (3) Failure to Provide, Authorize, Permit, and/or Make Available Meal and  
21                   Rest Periods (Violation of Labor Code §§ 226.7, 512, IWC Wage Order 5-2001);  
22                   (4) Unpaid Wages and Waiting Time Penalties (Violation of Labor Code §§ 201-  
23                   203, 204, 218.5, and 218.6); (5) Failure to Provide Itemized Wage Statements  
24                   (Violation of Labor Code § 226); (6) Failure to Maintain Accurate Time and Payroll  
25                   Records (Violation of Labor Code §§ 1174, 1174.5, and IWC Wage Order 5-2001);  
26                   (7) Individual liability for Labor Code Violations (Violation of Labor Code §  
27                   558.1); (8) Unfair Competition in Violation of California Business and Professions  
28

1 Code (Violation of Business and Professions Code §§ 90.5 and 17200 *et seq.*); and  
2 (9) Violation of the California Private Attorneys General Act of 2004 (Labor Code  
3 § 2698, *et seq.*) predicated on the same or similar facts and/or claims alleged in the  
4 Action and/or any PAGA letter sent to the LWDA by Plaintiffs in or prior to the  
5 Action, as well as any claims that could have been pled under the California Labor  
6 Code and California Industrial Welfare Commission Wage Orders;

7 b. Any claims for injunctive relief, declaratory relief, restitution, fraudulent business  
8 practices or punitive damages alleged, or which could have been alleged, under the  
9 facts, allegations and/or claims pleaded in the Operative Complaint in the Action;  
10 and

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

15 18. Upon the funding of the Gross Settlement Amount in accordance with Paragraph 42,  
16 Plaintiffs, the LWDA, and the State of California, hereby do and shall be deemed to have fully, finally, and  
17 forever released, settled, compromised, relinquished and discharged any and all of the Defendants and  
18 Released Parties of and from any and all claims for civil penalties for violation of the California Private  
19 Attorneys General Act of 2004 (Labor Code § 2698, *et seq.*), (“PAGA Claims”) that could have been sought  
20 by the Labor Commissioner identified in the PAGA Letters and those predicated on the facts and/or claims  
21 alleged in the PAGA Letters sent to the LWDA by Plaintiffs that arose at any time during the PAGA Period.  
22 The PAGA Employees are collaterally estopped from recovering for the PAGA claims released and  
23 compromised by the LWDA. No PAGA Employee may recover for the same PAGA claims in a  
24 representative capacity that are released here in another action. After the Court grants final approval of the  
25 settlement, Plaintiffs will provide the LWDA with a copy of the Judgment which will include a list of the  
26 PAGA Employees during the PAGA Period. Plaintiffs do not release any PAGA Employees’ claim for  
27 wages and damages. This does not preclude the release of wages and damages by the Class Members as  
28

1 set forth in Paragraph 65 of this Agreement. The PAGA Employees will be issued a check for their share  
2 of the PAGA Payment and will not have the opportunity to opt out of, or object to, the PAGA Payment and  
3 release of the PAGA Claims set forth in this Paragraph. The PAGA Employees are bound by the release  
4 of the PAGA Claims regardless of whether they cash or deposit their PAGA Employee Payment or opt out  
5 of being a Settlement Class Member in accordance with Paragraph 58. The Released Claims also include  
6 all claims Plaintiffs and Settlement Class Members may have against the Released Parties relating to  
7 (i) the payment and allocation of attorneys' fees and costs to Class Counsel pursuant to the Agreement  
8 and (ii) the payment to Plaintiffs and Class Representatives for any service awards. The release is  
9 intended to cover any such claims that arose during the Class Period.

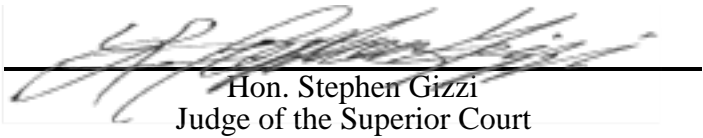
10 19. Pursuant to Rule of Court 3.769(h), the Court retains exclusive and continuing jurisdiction  
11 over the litigation, Plaintiffs the Class Members and Defendants for purposes of supervising the  
12 interpretation, administration, implementation, construction, effectuation and enforcement of this Order  
13 and the Settlement.

14 20. Notice of final judgment must be provided to the Settlement Class by posting this Order  
15 and the final judgment on the settlement website for a period of not less than 60 days from the date judgment  
16 is entered.

17 The parties are hereby ordered to comply with the terms of the Settlement.

18  
19 **IT IS SO ORDERED.**

20  
21 Dated: 05/21/2026

22   
23 Hon. Stephen Gizzi  
24 Judge of the Superior Court