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FILED
Superior Court of California
County of Los Angeles
10/24/2022
Sherri R. Carter, Executive Officer / Clerk of Court
By: _____ A. He _____ Deputy

5 Attorneys for Plaintiff, MARIA MENDOZA, on behalf of
6 herself and all others similarly situated and aggrieved

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

9
10 MARIA MENDOZA, on behalf of herself and
all others similarly situated and aggrieved

CASE NO.: 20STCV21191
[Assigned to the Hon. Stuart Rice in Dept. 1]

11 Plaintiff,

~~PROPOSED~~ JUDGMENT

12 v.

13 NAYANA LLC, a California limited liability
14 company doing business as LA QUINTA INN;
AMIR PATEL, an individual; AMIT PATEL,
15 an individual; and DOES 1 through 100,
inclusive,

16 Defendant.
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1 **JUDGMENT**

2 Pursuant to the Order Granting Final Approval of the Class Action and Representative
3 Action Settlement, it is hereby **ORDERED, ADJUDGED AND DECREED** as follows:

4 1. Judgment in this matter is entered in accordance with the Court’s Order Granting
5 Motion for Final Approval of Class and Representative Action Settlement (“Order Granting Final
6 Approval”) and the parties’ Stipulation Re: Class Action and PAGA Action Settlement (“Settlement
7 Agreement”). All terms used herein shall have the same meaning as defined in the Settlement
8 Agreement.

9 2. The “Settlement Class” is comprised of all current and former non-exempt, hourly-
10 paid employees who worked at any time for defendant Nayana LLC doing business as La Quina Inn
11 (“Defendant”) from June 2, 2016 through August 28, 2021 (“Class Period”) in California (“Class
12 Members”).

13 3. Zero (0) Class Members opted out of the Settlement and zero (0) Class Members objected
14 to the Settlement; thus, all Class Members are Participating Class Members.

15 4. No later than fourteen (14) calendar days following entry of the Order Granting Final
16 Approval, Defendants shall make a payment of \$197,625.24, the Gross Settlement Amount, and
17 Employer Taxes, to the Settlement Administrator. All funds shall be distributed to the Settlement
18 Administrator, Class Counsel, Plaintiff, the LWDA, Participating Class Members, and Aggrieved
19 Employees pursuant to the Order Granting Final Approval.

20 5. Any checks from this distribution shall remain valid and negotiable for one-hundred-eighty
21 (180) calendar days from the date of their issuance. All funds represented by uncashed settlement
22 checks, plus any accrued interest, shall be distributed to the Controller of the State of California to
23 be held pursuant to the Unclaimed Property Law, California Civil Code section 1500 *et seq.* for the
24 benefit of that Class Member and/or Aggrieved Employee, as applicable.

25 6. Upon entry of this Judgment, entry of the Order Granting Final Approval and payment by
26 Defendants to the Settlement Administrator of the full Gross Settlement Amount and Employer’s
27 Taxes necessary to effectuate the Settlement, Plaintiff and all Participating Class Members release
28 the Released Parties of all claims against the Released Parties asserted in the Operative Complaint

1 filed in the Action, or any and all claims that may be asserted against the Released Parties based on
2 the factual allegations in the Operative Complaint filed in the Action, as follows: For the duration
3 of the Class Period, the release includes: (a) all claims for failure to pay minimum wages; (b) all
4 claims for failure to pay overtime and/or double time wages, including but not limited to, any claims
5 for additional wages owed due to “off the clock” work or any theory related to “rounding” of hours
6 worked; (c) all claims for failure to provide compliant meal and rest periods or compensation in lieu
7 thereof; (d) failure to pay paid sick leave at the legally compliant rate (e) all claims for the failure
8 to timely pay wages; (f) failure to timely pay all wages due upon termination or resignation; (g) all
9 claims for non-compliant wage statements; (h) failure to reimburse business expenses; (i) all claims
10 for failure to provide employment records pursuant to Labor Code §§ 226(c) and 1198.5; and (j) all
11 claims asserted through California Business & Professions Code § 17200 *et seq.* arising out of the
12 Labor Code violations referenced in the Operative Complaint (collectively, the “Class Released
13 Claims”).

14 7. For Aggrieved Employees, and, to the extent permitted by law, the State of California, the
15 release includes for the duration of the PAGA Period, all claims for civil penalties under PAGA
16 asserted in the PAGA Notice, or that could have been asserted based on the factual allegations in
17 the PAGA Notice, for civil penalties under PAGA arising out of Labor Code Sections 210, 226.3,
18 558, 1174.5, 1197.1, and 2699 based on the factual allegations and Labor Code sections alleged to
19 have been violated in the PAGA Notice, which includes, but not limited to,, Labor Code sections
20 96, 98.6, 200, 201, 202, 203, 204, 210, 226, 226.7, 227.3, 232.5, 246 et seq., 404, 432, 510, 512,
21 558, 1174, 1194, 1194.2, 1197, 1198.5 2699, 2802 and 2810.5 (the “PAGA Released Claims”).
22 Collectively, the Class Released Claims and PAGA Released Claims shall be referred to as the
23 “Released Claims”.

24 8. The parties released shall include defendant Nayana LLC doing business as La Quinta Inn
25 (“Defendant”) and each of its past, present, and future affiliates, parents, subsidiaries, predecessors,
26 successors, divisions, joint ventures and assigns, and each of these entities’ past or present directors,
27 officers, employees, partners, members (including, but not limited to, named defendants Amar Patel
28 (erroneously sued as Amir Patel) and Amit Patel), principals, agents, insurers, co-insurers, re-

1 insurers, shareholders, attorneys, and personal or legal representatives (collectively, the “Released
2 Parties”).

3 9. This document shall constitute a Judgment for purposes of California Rules of Court, Rule
4 3.769(h).

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6 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**



A handwritten signature in black ink that reads "Stuart M. Rice".

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8 Dated: U&f à^!ÁG, 2022

Stuart M. Rice / Judge

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Judge of the Superior Court

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