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7 Attorneys for Defendants
 8 BAY AREA DINER, INC.,
 9 VALLEY DINER MANAGEMENT, INC.,
 10 YADAV ENTERPRISES INC. (f.k.a. JIB
 MANAGEMENT, INC.), WEST COAST
 DINER MANAGEMENT, INC. and
 CENTRAL VALLEY DINER, INC.

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 JOSE CUARTO, LINDSAY SWANSON,
 OLGA CASTANEDA GUELLEN,
 KATHLEEN WONG, and GABRIEL CHULIN

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA – UNLIMITED JURISDICTION

22 MARTIN BAEZ, an individual,
 23 REDOUANE DAMIR, an individual, JESUS
 24 MARTIN MATITICO RAMIREZ, an
 individual, ISABEL RODRIGUEZ, an
 individual, FRANCISCO MACHADO, an
 25 individual, ROBERTO MARTINEZ, an
 individual, JOSE CUARTO, an individual,
 26 LINDSAY SWANSON, an individual,
 OLGA CASTANEDA GUELLEN, an
 27 individual, KATHLEEN WONG, an
 individual, and GABRIEL CHULIN, an
 28 individual,

Case Nos.: RG15797837
 RG16843879
 RG15797839
 RG15797841

**STIPULATION AND [PROPOSED]
 ORDER APPROVING SETTLEMENT
 OF PAGA CLAIMS**

FILED
 Superior Court of California
 County of Alameda
 08/25/2022
 Chad Flake, Executive Officer, Clerk of the Court
 By: C. Wright Deputy
 C. Wright

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Plaintiffs,

v.

BAY AREA DINER, INC., a California corporation, VALLEY DINER MANAGEMENT, INC., a California Corporation; JIB MANAGEMENT, INC., a company form unknown; and Does 1 through 100 inclusive,

Defendants.

AND RELATED ACTIONS

Dept.: 21
Trial Date: Vacated
The Honorable Evelio Grillo

1 Plaintiffs Martin Baez, Redouane Damir, Jesus Martin Matitico Ramirez, Isabel Rodriguez,
2 Francisco Machado, Roberto Martinez, Jose Cuarto, Lindsay Swanson, Olga Castaneda Guellen,
3 Kathleen Wong, and Gabriel Chulin, and related-Plaintiffs Mark Guy, Jalal Benlamlih, Erica
4 Alfaro, and Vicky Williams (“Plaintiffs”) and Defendants Bay Area Diner, Inc., Valley Diner
5 Management, Inc., Yadav Enterprises Inc. (f.k.a. JIB Management, Inc.), West Coast Diner
6 Management, Inc. and Central Valley Diner, Inc. (“Defendants”) stipulate as follows:

7 **Background**

8 1. The *Bay Area Diner* / “Denny’s cases” consist of the following related actions:

- 9 a. *Baez et al., v. Benlamlih v. Bay Area Diner, Inc., Valley Diner Management,*
10 *Inc., and JIB Management, Inc.,* Case No. RG15797841, filed December 24, 2015 (“*Baez*
11 *Action*”);
- 12 b. *Benlamlih v. Bay Area Diner, Inc., Valley Diner Management, Inc., and JIB*
13 *Management, Inc.,* Alameda County Superior Court, Case No. RG15797841 (“*Benlamlih*
14 *Action*”), filed December 24, 2015;
- 15 c. *Alfaro et al. v. Bay Area Diner, Inc., Valley Diner Management, Inc., and*
16 *JIB Management, Inc.,* Alameda County Superior Court, Case No. RG15797839 (“*Alfaro*
17 *Action*”) filed December 24, 2015; and
- 18 d. *Mark Guy v. Bay Area Diner, Inc., Valley Diner Management, Inc., and JIB*
19 *Management, Inc.,* Alameda County Superior Court Case No. RG16843879 (“*Guy Action*”)
20 filed December 29, 2016.

21 2. Plaintiffs were previously employed at a Denny’s restaurant in San Mateo, California.
22 Plaintiffs alleged that they were jointly employed by the Defendants.

23 3. In the *Baez* and *Guy* cases, Plaintiffs allege that hourly employees were not provided
24 their required wages, meal periods and rest breaks, among other related claims. Defendants
25 contend that at all times they maintained wage and hour policies including meal and rest period
26 policies, overtime policies and time recordation policies, that were compliant with California law
27 and Defendants deny Plaintiffs suffered any Labor Code violations or are owed any wages,
28 penalties or damages.

1 4. In the *Benlamlih* and *Alfaro* actions, Plaintiffs allege that employees holding the
2 title of ‘General Manager’ and ‘Assistant Manager’ were misclassified as exempt employees which
3 resulted in non-payment of required wages and meal and rest period violations, among other things.
4 Defendants contend that these employees were properly classified as exempt managers because
5 they use their independent judgment and discretion in managing the restaurants and they spent
6 more than 50% of their time primarily engaged in managerial duties, among other things.

7 **Nature and Scope of the PAGA Claims**

8 5. In addition to their individual claims, Plaintiffs sought civil penalties pursuant to the
9 Labor Code Private Attorney General Act of 2004 (“PAGA”), *Labor Code* §§ 2699 et seq.

10 6. Plaintiffs notified the Labor and Workforce Development Agency (“LWDA”) of their
11 intent to pursue PAGA claims on November 19, 2015. Defendants disputed whether Plaintiffs had
12 exhausted their PAGA administrative remedies. Following a short, bifurcated trial the Court held on
13 January 12, 2018 that Plaintiffs satisfied the exhaustion requirements. Defendants’ petition for a Writ
14 of Mandate was denied on February 26, 2020.

15 7. The parties then litigated the scope of the PAGA claims. Plaintiffs initially sought
16 PAGA claims on behalf of themselves and all aggrieved employees at all of the 30+ Denny’s
17 restaurants owned or controlled by Defendants in California for the period of November 2015-
18 present. The parties engaged in extensive written discovery and took depositions.

19 8. Defendants filed a Motion for Judgment on the Pleadings and a Motion for Summary
20 Judgment (on behalf of Defendant Valley Diner Management, Inc.) on January 13, 2021 and
21 September 27, 2021 respectively. Following these two motions, the Court ultimately ruled that the
22 binding settlement agreements executed in *Daniel Lange v. Central Valley Diner, Inc.* (Sacramento
23 County Case No.: 34-2017-00222509) and *Krake, et al. v. Central Valley Diner, Inc. et al.* (Placer
24 County Case No.: SCV0041645) released the LWDA’s claims for PAGA civil penalties against
25 Defendants from November 2015-January 20, 2020.

26 9. Thus, the Court’s rulings limited the scope of the PAGA claim period in these
27 matters now before the Court to the period of January 21, 2020 to the present.
28

1 **The Parties Fully Resolved the PAGA Claims at the April 2022**

2 **Mandatory Settlement Conference**

3 10. The parties participated in a Mandatory Settlement Conference on April 13, 2022.

4 11. The parties resolved the PAGA claims at the MSC. A true and correct copy of the
5 fully executed settlement agreement is attached hereto as **Exhibit 1** to this Stipulation. The
6 settlement is conditional on the Court's approval of the PAGA claims pursuant to *Labor Code* §
7 2699(1)(2). We refer to the agreement of the parties as the "PAGA Settlement."

8 12. The Parties agreed, compromised, settled, and released any and all PAGA claims
9 predicated on the alleged *Labor Code* violations as set forth in the Complaint. The PAGA Settlement
10 resolves all claims for PAGA civil penalties premised on Defendants'
11 alleged failure to provide legally compliant regular time wages and/or minimum wage,
12 failure to pay overtime and/or double time wages, failure to provide meal and rest periods,
13 failure to keep adequate time records, failure to issue accurate and complete wage
14 statements, waiting time penalties, and unfair business practices. The PAGA settlement also
15 releases all claims that certain plaintiffs/aggrieved employees were misclassified as exempt
employees.

16 13. The material terms of the PAGA Settlement are described as follows:

17 a. The PAGA Settlement covers the period of January 21, 2020 to the date that
18 this Court approves the PAGA Settlement.

19 b. The total gross settlement ("PAGA Settlement Sum") is Seventy-Five
20 Thousand Dollars (\$75,000).

21 c. The "Net Settlement Fund" shall be calculated by deducting from the PAGA
22 Settlement Sum:

- 23 i. up to \$25,000 for the payment of Plaintiffs' Counsel's fees (i.e. 33.33%);
24 ii. up to \$5,000 for the payment of Plaintiffs' Counsel's costs (about 10% of
25 total costs in the combined litigation);
26 iii. up to \$15,000 (i.e. \$1,000 per Plaintiff for the 15 Plaintiffs) for the
27 payment to Plaintiffs of a PAGA representative service payment; and
28

1 iv. up to \$10,918 for the payment of the parties' chosen Settlement
2 Administrator, Rust Consulting, (to service payments to the approximately
3 2,870 Aggrieved Employees).

4 d. The Net Settlement Fund will be comprised
5 of approximately \$19,082.

6 e. Seventy-five percent (75%) of the Net Settlement Fund, or
7 approximately \$14,311.50, shall be distributed to the LWDA, and the remaining twenty-five
8 percent (25%) of the Net Settlement Fund, or approximately \$4,770.50, shall be distributed to
9 the Aggrieved Employees.

10 f. The twenty-five percent (25%) of the Net Settlement Fund to be distributed
11 to the Aggrieved Employees will be divided by the total number of full pay periods, with partial
12 pay periods rounded up to the nearest whole number, as determined by Defendants'
13 records, for all times during which Aggrieved Employees were employed by Defendants
14 in California during the Release Period ("Pay Period Value"). Each Aggrieved Employee shall
15 be paid an amount equal to their individual pay periods worked in California during the Release
16 Period multiplied by the Pay Period Value.

17 **The Parties Seek Court Approval of the PAGA Settlement**

18 14. The Parties have reached a settlement of the PAGA Claim asserted, and the Parties'
19 evaluation of the risk and reasons for the settlement are detailed in the Settlement and Release
20 Agreement.

21 15. Pursuant to Labor Code § 2699(l)(2), the Parties are required to obtain this Court's
22 approval for the penalties provided for in the settlement of a PAGA claim and therefore file the instant
23 Stipulation. As explained by the California Supreme Court in *Arias v. Superior Court*, 46 Cal.4th
24 969 (2009), the Parties are not obligated to follow the class action procedural rules in PAGA cases
25 and therefore do not need to follow the class action procedures for obtaining an approval of the
26 settlement. Nevertheless, good cause exists to approve the PAGA settlement due to the risks if the
27 PAGA settlement is not approved and this case proceeds to trial. Plaintiffs direct this Court to the
28 following risks:

1 a. Defendants dispute all of Plaintiffs' PAGA allegations. Plaintiffs may be
2 required to hold "minitrials" for each employee or group of employees and the Court may find that
3 the PAGA claims are not manageable and cannot proceed. A separate "PAGA trial" was part of the
4 Trial Plan submitted to the Court.

5 b. The scope of the PAGA claim has been severely curtailed by order of this
6 Court to encompass only the time period from January 21, 2020 through the present due to PAGA
7 settlements in other unrelated cases.

8 c. Of the 15 total plaintiffs, only two were briefly employed after January 21,
9 2020. Thus, the vast majority of the Plaintiffs had no knowledge of Defendants' pandemic era wage
10 and hour practices.

11 d. Many of the employees who might be aggrieved employees are likely
12 Hispanic immigrants and, in the experience of Plaintiff's counsel, they may avoid participating in
13 this type of PAGA litigation, especially now that ICE has arrested undocumented immigrants inside
14 and around courthouses across the United States.

15 e. Even if Plaintiffs were able to prove a substantial number of violations and
16 resulting PAGA penalties, this Court has the discretion to reduce such penalties. Courts across
17 California have often shown a willingness to significantly reduce PAGA penalties to avoid injustice
18 to employers.

19 f. The unprecedented COVID-19 pandemic poses another significant risk if this
20 PAGA settlement is not approved. Defendants' business was, and continues to be, affected by the
21 COVID pandemic. If the pandemic conditions deteriorate and state or local governments reimpose
22 Shelter in Place Orders, Defendants may face financial uncertainty and the viability of Defendants'
23 business may be in question. Thus, the PAGA settlement may be the only realistic way for the LWDA
24 and aggrieved employees to see any recovery after six years of litigation.

25 g. The proposed PAGA settlement will distribute funds to all aggrieved
26 employees within the PAGA period (as opposed to just Plaintiffs themselves).

27 h. The LWDA did not notify Plaintiffs' counsel that they intended to investigate
28 this matter. Thus, even though the LWDA took no action, the LWDA is substantially benefiting from
counsel's work product and analysis because they are receiving a significant payment to help further
fund the agency's mission.

1 i. Approval of the settlement of the PAGA claims will fully and entirely resolve
2 this case following an arm's-length settlement.

3 j. The parties are operating under the expectation that the matter has been
4 resolved and thus are not taking any further action with respect to litigating the PAGA claims if the
5 case is not resolved.

6 16. The Parties have stipulated to a Court Order approving the PAGA Settlement pursuant
7 to *Labor Code* § 2699(1)(2), and the PAGA Settlement is conditioned on the Court approving that
8 stipulation and executing the Order proposed therewith.

9 17. Plaintiffs provided a copy of this Stipulation to the LWDA at the same time of the
10 filing of this Stipulation with the Court.

11 18. Plaintiffs will timely provide the LWDA with a copy of the Court's order.

12 19. The Parties respectfully request that this Court approve this Stipulation and sign the
13 Proposed Order as expeditiously as possible.

14
15 Dated: July 26, 2022

VENARDI ZURADA LLP

16
17 By: /s/ Martin Zurada
18 Mark L. Venardi
19 Martin Zurada
20 Mark T. Freeman
21 Attorneys for PLAINTIFFS

22
23 Dated: July xx, 2022

ROGERS JOSEPH O'DONNELL

24 By: /s/ Aaron M. Scolari
25 DENNIS C. HUIE
26 AARON M. SCOLARI
27 EMILY A. WIESER
28 Attorneys for Defendants
BAY AREA DINER, INC. VALLEY
DINER MANAGEMENT, INC., YADAV
ENTERPRISES INC. (f.k.a. JIB
MANAGEMENT, INC.), WEST COAST
DINER MANAGEMENT, INC. and
CENTRAL VALLEY DINER, INC.

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~~PROPOSED~~ ORDER

The Court has reviewed the terms of the Stipulation and PAGA Settlement attached as
Exhibit 1. Good cause shown, the Court ORDERS as follows:

1. The Court approves the PAGA settlement.
2. The PAGA claims for the period of January 21, 2020 through the date of entry of this Order are Dismissed with Prejudice as to Plaintiffs in all of the *Bay Area Diner* cases and any allegedly aggrieved employees/non-Plaintiffs.
3. Plaintiffs shall provide the LWDA with a copy of this Order within 10 days after entry of this order.

IT IS SO ORDERED.

08/25/2022



HON. EVELIO GRILLO
JUDGE OF THE SUPERIOR COURT
Evelio Grillo / Judge

EXHIBIT 1

PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698 ET SEQ.)
SETTLEMENT AGREEMENT

Baez, et al v. Bay Area Diner, Inc., et al.
Alameda County Superior Court
Case Number: RG15797837

Alfaro, et al v. Bay Area Diner, Inc., et al.
Alameda County Superior Court
Case Number: RG15797839

Benlamlih v. Bay Area Diner, Inc., et al.
Alameda County Superior Court
Case Number: RG15797841

Guy v. Bay Area Diner, Inc., et al.
Alameda County Superior Court
Case Number: RG16843879

IT IS HEREBY STIPULATED AND AGREED by and among the undersigned Parties, subject to the approval of the Court, that the settlement of this action with respect to all claims brought in a representative capacity pursuant to the Private Attorneys General Act (“PAGA”) (Labor Code § 2698 *et seq.*) shall be effectuated upon and subject to the following terms and conditions. Capitalized terms used herein shall have the meanings set forth in Article I or elsewhere in this PAGA Settlement Agreement (“Agreement”).

This Agreement is made by and between Defendants Valley Diner Management, Inc. (“VDM”) and West Coast Diner Management, Inc. (“WCDM”) (collectively “Defendants”) and Plaintiffs Martin Baez, Redouane Damir, Jesus Martin Matitico Ramirez, Isabel Rodriguez, Francisco Machado, Roberto Martinez, Jose Cuarto, Lindsay Swanson, Olga Castaneda Guellen, Kathleen Wong, and Gabriel Chulin, Mark Guy, Jalal Benlamlih, Erica Alfaro, and Vicky Williams (“Plaintiffs”), for each, Aggrieved Employees (defined below), on behalf of the State of California. (Defendants, Plaintiffs and Aggrieved Employees, as defined herein, are sometimes collectively referred to as the “Parties.”) This Agreement shall be effective upon the last date upon which it is signed by the Parties.

The Parties agree that all representative claims brought or that could have been brought pursuant to PAGA in Alameda County Superior Court Case Numbers RG15797837, RG16843879, RG15797839, RG15797841 (the “Litigation” or “Action”) shall be, and hereby are, ended, settled, resolved, and concluded by agreement of Defendants to pay the sum of Seventy Five Thousand Dollars (\$75,000.00) (hereinafter referred to as the “PAGA Settlement Sum”) for settlement of the PAGA claims and penalties sought in the Litigation, which shall be inclusive of Plaintiffs’ Counsel attorneys’ fees and costs in connection with this Agreement and any service payment to Plaintiffs. The Parties further agree that this Agreement is a compromise of disputed claims and that nothing in this Agreement shall be construed as an admission of liability.

Article I.

Definitions.

Section 1.01 Definitions.

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

- (a) “Aggrieved Employees” means all hourly and managerial employees who worked at the Denny’s restaurants identified in Plaintiffs’ respective Complaints. Defendants represent that the total number of Aggrieved Employees is approximately 2870 individuals.
- (b) “Court” means the Superior Court for the State of California, County of Alameda.
- (c) “Defense Counsel” or “Counsel for Defendants” is:

Dennis C. Huie, Esq.
Aaron M. Scolari, Esq.
Emily A. Wieser, Esq.
ROGERS JOSEPH O’DONNELL
311 California Street, 10th Floor
San Francisco, CA 94104

- (d) “Effective Date” means the date the Court approves the settlement of the PAGA penalties as described in this Agreement and dismisses the Action with prejudice.
- (e) “Complaint” means the operative Complaints filed by Plaintiffs in Alameda County Superior Court, Case Numbers RG15797837, RG16843879, RG15797839, and RG15797841.
- (f) “Plaintiffs’ Counsel” is:

VENARDI ZURADA LLP
Mark L. Venardi (SBN 173140)
Martin Zurada (SBN 218235)
Mark T. Freeman (SBN 293721)
25 Orinda Way, Suite 250
Orinda, California 94563
Telephone: (925) 937-3900
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- (g) “Release Period” means the time period January 21, 2020 to the Effective Date.

Article II.

Background.

Section 2.01 Background.

- (a) Plaintiffs filed complaints in the Superior Court of the State of California for the County of Alameda in the following four cases:
 - (1) *Baez, et al. v. Bay Area Diner, Inc., et al.*, Case No. RG15797837 (“*Baez Action*”).
 - (2) *Benlamlih v. Bay Area Diner, et al.*, Alameda County Superior Court, Case No. RG15797841 (“*Benlamlih Action*”);
 - (3) *Alfaro et al. v. Bay Area Diner, Inc., et al.*, Alameda County Superior Court, Case No. RG15797839 (“*Alfaro Action*”); and
 - (4) *Guy v. Bay Area Diner, Inc., et al.*, Alameda County Superior Court Case No. RG16843879 (the “*Guy Action*”).
- (b) The *Baez Action*, *Benlamlih Action*, *Alfaro Action*, and *Guy Action* (collectively referred hereinto as, “the Litigation”) was brought by Plaintiffs, on behalf of themselves, the State of California and other aggrieved employees, as representative causes of action pursuant to the Private Attorneys General Act of 2004 (Cal. Labor Code § 2698 *et seq.*) and collectively, the Litigation was based on alleged violations of Labor Code §§ 201, 202, 204, 226, 226.7, 510, 1102.5, 1174, 1194, and 3700 *et seq.*, premised on Defendants’ alleged failure to provide legally compliant regular time wages and/or minimum wage, failure to pay overtime and/or double time wages, failure to provide meal and rest periods, failure to keep adequate time records, failure to issue accurate and complete wage statements, waiting time penalties, and unfair business practices, and for certain Plaintiffs failure to provide workers’ compensation insurance and wrongful termination. The *Alfaro* and *Benlamlih* actions further alleged plaintiffs and other exempt employees were misclassified as being exempt.
- (c) Through this litigation, the Parties have engaged in substantial formal discovery. The Parties reached this PAGA Settlement only after such discovery and investigation was performed, following a Mandatory Settlement Conference on April 13, 2022.
- (d) This PAGA Settlement contemplates the entry of an order by the Court approving the payment allocated for settlement of the PAGA claims and dismissing the Action with prejudice.

Article III.

Approval and Implementation of Settlement.

Section 3.01 Cooperation.

The Parties will cooperate in obtaining through an unopposed motion an Order from the Court approving the payment of the PAGA Settlement Sum as described in this Agreement at the earliest possible date. Concurrently with the submission of this Agreement to the Court,

Plaintiffs shall submit it to the LWDA as required by PAGA and take all steps to comply with PAGA for an enforceable PAGA settlement and release. The Parties agree to use their best efforts to expedite the preparation and submission of the settlement documents. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed, shall take all steps that may be requested by the Court relating to, or that are otherwise necessary to, the approval and implementation of the payment of the PAGA Settlement Sum as described in this Agreement.

The Court's approval of the payment of the PAGA Settlement Sum as described in this Agreement shall be embodied in a written Order, which shall be transmitted to the LWDA promptly upon entry, as required by PAGA. Should the Court not grant approval of the payment of the PAGA Settlement Sum as described in this Agreement or decline to dismiss the Action as to the PAGA causes of action, this Agreement shall be null and void and have no further effect.

Section 3.02 Settlement Payment Procedures.

(a) Payment of PAGA Settlement Sum and Notice to Aggrieved Employees.

- (1) Defendants agree to pay a total amount of Seventy Five Thousand Dollars (\$75,000.00) to settle this matter. This amount, *i.e.*, the PAGA Settlement Sum, shall cover, resolve, and fully satisfy any and all amounts owed to Plaintiffs, the Aggrieved Employees, the State of California, and Plaintiffs' Counsel, including all amounts allocated to attorneys' fees and costs, in settlement of all claims asserted in the Complaint, or that could have been asserted in the Complaint, by Plaintiffs, on behalf of themselves and the Aggrieved Employees pursuant to the PAGA. The Parties agree that there are no circumstances that would require Defendants to pay any amount greater than the PAGA Settlement Sum in connection with this Agreement. In the event that this Agreement is canceled, rescinded, terminated, voided or nullified, however that may occur, or the settlement is barred by operation of law, invalidated, not approved the court, or ordered not to be carried out by a court of competent jurisdiction, Defendants shall have no obligation to pay any of the PAGA Settlement Sum and the Parties' respective positions shall be restored to positions prior to the settlement conference. Further, in that event, nothing in this Agreement, the negotiations leading to this settlement, nor any papers prepared in connection with this Agreement shall be admissible in any proceeding for any purpose whatsoever.
- (2) The "Net Settlement Fund" shall be calculated by deducting from the PAGA Settlement Sum up to \$25,000 for the payment of Plaintiffs' Counsel's fees (*i.e.* 33.33%), up to \$5,000 for the payment of Plaintiffs' Counsel's costs (about 10% of total costs in the combined litigation), up to \$15,000 (*i.e.* \$1,000 per Plaintiff for the 15 Plaintiffs) for the payment to Plaintiffs of a PAGA representative service payment, and up to \$10,918 for the payment of the parties' chosen Settlement Administrator (to service payments to the approximately 2870 Aggrieved Employees). The Net Settlement Fund will be comprised of approximately \$19,082. Seventy-five percent (75%) of the Net Settlement Fund, or approximately \$14,311.50, shall be distributed to the State of California Labor and Workforce Development Agency ("LWDA"), and the remaining twenty-five percent (25%) of the Net Settlement Fund, or approximately \$4,770.50, shall be distributed to the Aggrieved Employees.

- (3) The twenty-five percent (25%) of the Net Settlement Fund to be distributed to the Aggrieved Employees will be divided by the total number of full pay periods, with partial pay periods rounded up to the nearest whole number, as determined by Defendants' records, for all times during which Aggrieved Employees were employed by Defendants in California during the Release Period ("Pay Period Value").
- (4) Each Aggrieved Employee shall be paid an amount equal to their individual pay periods worked in California during the Release Period multiplied by the Pay Period Value.
- (5) No later than thirty (30) calendar days after the Effective Date, Defendants shall wire to the Settlement Administrator the total PAGA Settlement Sum.
- (6) No later than forty (40) calendar days after the Effective Date, the Settlement Administrator shall transmit the Notice of PAGA Settlement (attached hereto as Exhibit "A"), together with settlement checks containing their individual settlement amounts, with no claims process required, to all Aggrieved Employees by first-class United States mail, postage prepaid, to the last known address of each recipient with directions to the Postmaster to forward the Notice of PAGA Settlement and return all undeliverable Notices.
- (7) For each settlement check and Notice of PAGA Settlement that is returned as undeliverable, the Settlement Administrator shall promptly attempt to locate the Aggrieved Employee by using an address refresher database. The value of checks uncashed more than 180 days after issuance shall be deposited with the California Department of Industrial Relations Unpaid Wages Fund, to be held in the name of the Aggrieved Employee.
- (8) No later than twenty-five (25) calendar days after the Effective Date, the Settlement Administrator shall transmit to the LWDA its share of PAGA penalties; to Plaintiffs' Counsel its fees and costs; to Plaintiffs any service payment; and to itself all settlement administration fees incurred.
- (9) 100% of the PAGA Settlement Amount is considered the settlement of penalties and attorney's fees and costs. All recipients of payments under this PAGA Settlement shall have their payments reported on an IRS Form 1099. The Settlement Administrator shall issue IRS Form 1099s (if required) to the Aggrieved Employees.

Article IV.

Limitations On Use Of This Settlement.

Section 4.01 No Admission.

This Agreement and compliance with this Agreement shall not be construed as an admission by Defendants of any liability whatsoever, or as an admission by Defendants of any violations of Plaintiffs' or Aggrieved Employees' rights, violation of any order, law, statute, duty or contract whatsoever. Defendants specifically disclaim any liability to Plaintiffs or any other

allegedly aggrieved employee for any alleged violation of his/her rights, or for any alleged violation of any order, law, statute, duty or contract. Defendants further deny that, for any purpose other than settling these matters, that this action is appropriate for representative treatment.

Section 4.02 Non-Evidentiary Use.

Neither this Agreement, nor any of its terms, nor any of the negotiations connected with it or proceedings relating to this Agreement, payouts or anything else associated with it, shall be offered or used as evidence by any of the Parties, or their respective counsel in the Litigation or in any other action or proceeding, including to establish any liability or admission on the part of Defendants or any Released Parties or to establish the existence of any condition constituting a violation of, or noncompliance with, federal, state, local or other applicable law; provided, however, this shall not prevent this Agreement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize this Agreement. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it or proceedings relating to this Agreement, payouts or other events associated with it, shall be construed as an admission or concession by Defendants or any Released Parties or establishment of any such violation(s) or failure(s) to comply with any applicable law. Defendants specifically retain the right to defend, on the merits, against any non-settled claims brought by any Aggrieved Employees.

Section 4.03 Confidentiality and Counsel Representation.

Plaintiffs and their counsel shall keep all terms of this Settlement confidential until the motion for approval is filed with the Court, after which time Plaintiffs shall refer any questions or comments about the Settlement from Aggrieved Employees to their counsel. Plaintiffs and their counsel shall not publicize, advertise, or otherwise make mention of this Settlement through any means other than Court filings surrounding the settlement approval process and in response to Aggrieved Employee inquiries. Plaintiffs and their counsel shall not post information about this Settlement or the Action on any websites or any type of social media.

Section 4.04 Nullification.

Invalidation of any material provision of this Agreement shall invalidate this Agreement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect.

Article V.

Release and Waiver of Claims.

Section 5.01 Release By Plaintiffs and Aggrieved Employees.

Upon the Effective Date and subject to Defendants' full payment of all sums required by this Settlement, Plaintiffs, on behalf of themselves, their heirs, executors, and assigns, the Aggrieved Employees, and the State of California, fully release and discharge Defendants VDM, WCDM, Bay Area Diner, Inc., Yadav Enterprises Inc. (f.k.a. JIB Management, Inc.), and Central Valley Diner, Inc., and each of their present and former affiliates, parent companies, subsidiaries,

divisions, successors, predecessors, and assigns, and each of their respective past and present shareholders, officers, partners, directors, current and former employees, agents, attorneys, insurers, successors, assigns, representatives, accountants, and all persons acting under, by, through, or in concert with any of them, including any person or entity alleged to be a joint employer or joint venturer with Defendants (collectively, “Released Parties”) from any and all claims, rights, demands, liabilities, and causes of action of every nature and description, under PAGA, which were asserted in the Complaint or which could have been asserted in the Complaint based on the facts pled therein (“Released Claims”) that accrued during the Release Period. The Released Claims do not include individual wage and hour claims of Plaintiffs.

Article VI.

Miscellaneous Provisions.

Section 6.01 Voluntariness.

This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of any of the Parties, or of any other person, firm or other entity.

Section 6.02 Amendments.

The terms and provisions of this Agreement may be amended only by a written agreement that is both (a) signed by the Plaintiffs, Plaintiffs’ Counsel, Defendants and Defense Counsel who executed this Agreement and (b) approved by the Court. Any waiver of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement unless expressly so indicated otherwise.

Section 6.03 Assignment.

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Aggrieved Employee, Plaintiffs’ Counsel, or Defense Counsel without the express written consent of each other Party and their respective counsel hereto. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under this Agreement, and shall not be construed to confer any right or to avail any remedy to any other person. Plaintiffs expressly warrant that each plaintiff has not transferred to any person or entity any right or cause of action, or claim released by this Agreement.

Section 6.04 Governing Law.

This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California.

Section 6.05 Entire Agreement.

This Agreement contains the entire understanding of the Parties hereto in respect of the subject matter contained herein. This Agreement supersedes all prior agreements and understandings among the Parties hereto with respect to the settlement of the Litigation.

Section 6.06 Waiver of Compliance.

Any failure of any Party, Defense Counsel, and/or Plaintiffs' Counsel hereto to comply with any obligation, covenant, agreement, or condition herein may be expressly waived in writing, to the extent permitted under applicable law, by the Party or Parties and their respective counsel hereto entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

Section 6.07 Counterparts.

This Agreement, and any amendments hereto, may be executed in any number of counterparts and any Party and/or their respective counsel hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

Section 6.08 Attorneys' Fees and Costs.

With respect to this Agreement, neither Plaintiffs' Counsel nor any other attorneys acting for, or purporting to act for the Aggrieved Employees, or Plaintiffs may recover or seek to recover any amounts for fees, costs, or disbursements from the Released Parties or the PAGA Settlement Sum except as expressly provided herein. Defendants shall bear their own attorney's fees and costs, and neither Plaintiffs' Counsel, Aggrieved Employees or the Plaintiffs shall be responsible for Defendants' attorney's fees and costs. If any party moves the Court to enforce this Agreement, the prevailing party shall be entitled to recover from the other party all attorneys' fees and costs incurred to enforce this Agreement.

Section 6.09 Dispute(s).

Should any dispute(s) arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, the Parties agree to submit such dispute to the Court. To the extent any Party seeks to enforce any of the terms of this Agreement in Court or before the Court, the prevailing party shall be entitled to recover his/its/their reasonable attorneys' fees and costs. If the total Settlement Sum is not paid, Plaintiff will have the choice to enforce the Agreement or declare it null and void and continue the litigation.

Section 6.10 Binding.

This Agreement shall bind and inure to the benefit of the Parties hereto and to their respective successors, assigns, legatees, heirs, and personal representatives.

IN WITNESS WHEREOF, the Parties have executed this Private Attorneys General Act Settlement Agreement on the date set forth.

APPROVED AND ACCEPTED.

Dated: May 26, 2022

Martin Baez



Dated: May __, 2022

Redouane Damir

Dated: May __, 2022

Jesus Martin Matitico Ramriez

Dated: May __, 2022

Isabel Rodriguez

Dated: May __, 2022

Francisco Machado

Dated: May __, 2022

Roberto Martinez

Section 6.10 Binding.

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APPROVED AND ACCEPTED.

Dated: May __, 2022

Martin Baez

Dated: May __, 2022

Redouane Damir

Damir redouane

Dated: May __, 2022

Jesus Martin Matitico Ramriez

Dated: May __, 2022

Isabel Rodriguez

Dated: May __, 2022

Francisco Machado

Dated: May __, 2022

Roberto Martinez

If you have any questions, please contact [the settlement administrator] at [phone].

Signature: 
Redouane Damir (May 27, 2022 12:39 PDT)

Email: redouaned1131@gmail.com

DOCS-#543668-v1-Baez- _PAGA_Settlement _Agreement_- _FINAL (5-10-2022)

Final Audit Report

2022-05-27

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By:	Noemi Gonzalez (ngonzalez@vzlawfirm.com)
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-  Email viewed by Redouane Damir (redouaned1131@gmail.com)
2022-05-27 - 7:08:14 PM GMT
-  Document e-signed by Redouane Damir (redouaned1131@gmail.com)
Signature Date: 2022-05-27 - 7:39:12 PM GMT - Time Source: server
-  Agreement completed.
2022-05-27 - 7:39:12 PM GMT

Section 6.10 Binding.

This Agreement shall bind and inure to the benefit of the Parties hereto and to their respective successors, assigns, legatees, heirs, and personal representatives.

IN WITNESS WHEREOF, the Parties have executed this Private Attorneys General Act Settlement Agreement on the date set forth.

APPROVED AND ACCEPTED.

Dated: May __, 2022

Martin Baez

Dated: May __, 2022

Redouane Damir

Dated: May 25, 2022

Jesus Martin Matitico Ramriez



Dated: May __, 2022

Isabel Rodriguez

Dated: May __, 2022

Francisco Machado

Dated: May __, 2022

Roberto Martinez

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APPROVED AND ACCEPTED.

Dated: May __, 2022

Martin Baez

Dated: May __, 2022

Redouane Damir

Dated: May __, 2022

Jesus Martin Matitico Ramriez

Dated: May __, 2022

Isabel Rodriguez

Isabel Rodriguez

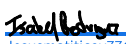
Dated: May __, 2022

Francisco Machado

Dated: May __, 2022

Roberto Martinez

If you have any questions, please contact [the settlement administrator] at [phone].

Signature: 
Jesusmatitico77@gmail.com (May 25, 2022 14:34 PDT)

Email: jesusmatitico77@gmail.com

DOCS-#543668-v1-Baez- _PAGA_Settlement _Agreement_- _FINAL (5-10-2022)

Final Audit Report

2022-05-25

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By:	Noemi Gonzalez (ngonzalez@vzlawfirm.com)
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2022-05-25 - 8:35:22 PM GMT



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2022-05-25 - 8:35:45 PM GMT



Email viewed by Jesusmatitico77@gmail.com (jesusmatitico77@gmail.com)

2022-05-25 - 8:50:11 PM GMT



Document e-signed by Jesusmatitico77@gmail.com (jesusmatitico77@gmail.com)

Signature Date: 2022-05-25 - 9:34:58 PM GMT - Time Source: server



Agreement completed.

2022-05-25 - 9:34:58 PM GMT



Adobe Acrobat Sign

Section 6.10 Binding.

This Agreement shall bind and inure to the benefit of the Parties hereto and to their respective successors, assigns, legatees, heirs, and personal representatives.

IN WITNESS WHEREOF, the Parties have executed this Private Attorneys General Act Settlement Agreement on the date set forth.

APPROVED AND ACCEPTED.

Dated: May __, 2022

Martin Baez

Dated: May __, 2022

Redouane Damir

Dated: May __, 2022

Jesus Martin Matitico Ramriez

Dated: May __, 2022

Isabel Rodriguez

Dated: May 26 2022

Francisco Machado

Dated: May __, 2022

Roberto Martinez

Section 6.10 Binding.

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IN WITNESS WHEREOF, the Parties have executed this Private Attorneys General Act Settlement Agreement on the date set forth.

APPROVED AND ACCEPTED.

Dated: May __, 2022

Martin Baez

Dated: May __, 2022

Redouane Damir

Dated: May __, 2022

Jesus Martin Matitico Ramriez

Dated: May __, 2022

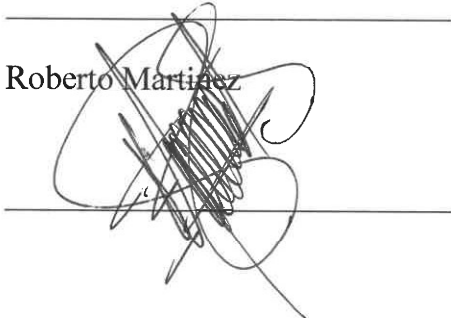
Isabel Rodriguez

Dated: May __, 2022

Francisco Machado

Dated: May __, 2022

Roberto Martinez



Dated: May __, 2022

Jose Cuarto

Jose R. Cuarto

Dated: May __, 2022

Lindsay Swanson

Dated: May __, 2022

Olga Castaneda Guellen

Dated: May __, 2022

Kathleen Wong

Dated: May __, 2022

Gabriel Chulin

Dated: May __, 2022

Mark Guy

Dated: May __, 2022

Jalal Benlamlih

Dated: May __, 2022

Erica Alfaro

Dated: May __, 2022

Vicky Williams

Dated: May __, 2022

Jose Cuarto

Dated: May __, 2022

Lindsay Swanson

Lindsay Swanson

Dated: May __, 2022

Olga Castaneda Guellen

Dated: May __, 2022

Kathleen Wong

Dated: May __, 2022

Gabriel Chulin

Dated: May __, 2022

Mark Guy

Dated: May __, 2022

Jalal Benlamlih

Dated: May __, 2022

Erica Alfaro

Dated: May __, 2022

Vicky Williams

If you have any questions, please contact [the settlement administrator] at [phone].

Signature: 
Lindsay Swanson (May 25, 2022 15:36 PDT)

Email: lindsayaswanson@gmail.com

DOCS-#543668-v1-Baez- _PAGA_Settlement _Agreement_- _FINAL (5-10-2022)

Final Audit Report

2022-05-25

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By:	Noemi Gonzalez (ngonzalez@vzlawfirm.com)
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2022-05-25 - 10:11:43 PM GMT



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Email viewed by Lindsay Swanson (lindsayaswanson@gmail.com)

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Document e-signed by Lindsay Swanson (lindsayaswanson@gmail.com)

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Dated: May __, 2022

Jose Cuarto

Dated: May __, 2022

Lindsay Swanson

June 20
Dated: ~~May~~ __, 2022

Olga Castaneda Guellen

Olga Castaneda

Dated: May __, 2022

Kathleen Wong

Dated: May __, 2022

Gabriel Chulin

Dated: May __, 2022

Mark Guy

Dated: May __, 2022

Jalal Benlamlih

Dated: May __, 2022

Erica Alfaro

Dated: May __, 2022

Vicky Williams

Dated: May __, 2022

Jose Cuarto

Dated: May __, 2022

Lindsay Swanson

Dated: May __, 2022

Olga Castaneda Guellen

Dated: May __, 2022

Kathleen Wong

Kathleen Wong

Dated: May __, 2022

Gabriel Chulin

Dated: May __, 2022

Mark Guy

Dated: May __, 2022

Jalal Benlamlih

Dated: May __, 2022

Erica Alfaro

Dated: May __, 2022

Vicky Williams

If you have any questions, please contact [the settlement administrator] at [phone].

Signature:  (May 25, 2022 21:02 PDT)

Email: kathywong1956@gmail.com

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Final Audit Report

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Dated: May __, 2022

Jose Cuarto

Dated: May __, 2022

Lindsay Swanson

Dated: May __, 2022

Olga Castaneda Guellen

Dated: May __, 2022

Kathleen Wong

Dated: May __, 2022

Gabriel Chulin

Gabriel chulin chi

Dated: May __, 2022

Mark Guy

Dated: May __, 2022

Jalal Benlamlih

Dated: May __, 2022

Erica Alfaro

Dated: May __, 2022

Vicky Williams

If you have any questions, please contact [the settlement administrator] at [phone].

Signature: 
Gabriel Chulin (May 25, 2022 13:24 PDT)

Email: silyfer2009@gmail.com

DOCS-#543668-v1-Baez- _PAGA_Settlement _Agreement_- _FINAL (5-10-2022)

Final Audit Report

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Dated: May __, 2022

Jose Cuarto

Dated: May __, 2022

Lindsay Swanson

Dated: May __, 2022

Olga Castaneda Guellen

Dated: May __, 2022

Kathleen Wong

Dated: May __, 2022

Gabriel Chulin

Dated: May __, 2022

Mark Guy

Mark guy

Dated: May __, 2022

Jalal Benlamlih

Dated: May __, 2022

Erica Alfaro

Dated: May __, 2022

Vicky Williams

If you have any questions, please contact [the settlement administrator] at [phone].

Signature: 
Mark guy (May 25, 2022 17:14 PDT)

Email: markguy650@yahoo.com

DOCS-#543668-v1-Baez- _PAGA_Settlement _Agreement_- _FINAL (5-10-2022)

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Dated: May __, 2022

Jose Cuarto

Dated: May __, 2022

Lindsay Swanson

Dated: May __, 2022

Olga Castaneda Guellen

Dated: May __, 2022

Kathleen Wong

Dated: May __, 2022

Gabriel Chulin

Dated: May __, 2022

Mark Guy

Sune
Dated: May 6, 2022

Jalal Benlamlih

Dated: May __, 2022

Jalal
Erica Alfaro

Dated: May __, 2022

Vicky Williams

Dated: May __, 2022

Jose Cuarto

Dated: May __, 2022

Lindsay Swanson

Dated: May __, 2022

Olga Castaneda Guellen

Dated: May __, 2022

Kathleen Wong

Dated: May __, 2022

Gabriel Chulin

Dated: May __, 2022

Mark Guy

Dated: May __, 2022

Jalal Benlamlih

Dated: May __, 2022

Erica Alfaro

Erica Alfaro

Dated: May __, 2022

Vicky Williams

If you have any questions, please contact [the settlement administrator] at [phone].

Signature: Erica Alfaro
Erica Alfaro (May 27, 2022 17:18 EDT)

Email: erica.alfaro50@yahoo.com

DOCS-#543668-v1-Baez- _PAGA_Settlement _Agreement_- _FINAL (5-10-2022)

Final Audit Report

2022-05-27

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-  Document e-signed by Erica Alfaro (erica.alfaro50@yahoo.com)
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-  Agreement completed.
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Dated: May __, 2022

Jose Cuarto

Dated: May __, 2022

Lindsay Swanson

Dated: May __, 2022

Olga Castaneda Guellen

Dated: May __, 2022

Kathleen Wong

Dated: May __, 2022

Gabriel Chulin

Dated: May __, 2022

Mark Guy

Dated: May __, 2022

Jalal Benlamlih

Dated: May __, 2022

Erica Alfaro

Dated: May __, 2022

Vicky Williams

Vicky Williams

If you have any questions, please contact [the settlement administrator] at [phone].

Signature: 
Vicky Williams (Jun 4, 2022 12:08 CDT)

Email: stevebssf@yahoo.com

DOCS-#543668-v1-Baez- _PAGA_Settlement _Agreement_- _FINAL (5-10-2022)

Final Audit Report

2022-06-04

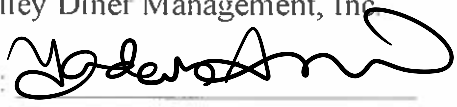
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-  Email viewed by Vicky Williams (stevebssf@yahoo.com)
2022-06-01 - 9:10:49 PM GMT
-  Document e-signed by Vicky Williams (stevebssf@yahoo.com)
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2022-06-04 - 5:08:43 PM GMT

Dated: May __, 2022

Valley Diner Management, Inc.

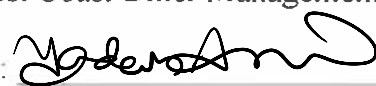
By: 

Name: Anil Yadav

Title: President

Dated: May __, 2022

West Coast Diner Management, Inc.

By: 

Name: Anil Yadav

Title: President

**APPROVED AS TO FORM AND
ATTORNEY OBLIGATIONS ONLY**

Dated: ^{June}~~May~~ 20, 2022

VENARDI ZURADA

By 

Martin Zurada, Esq.
Mark T. Freeman, Esq.
Attorneys for Plaintiff

July
Dated: May 6, 2022

ROGERS JOSEPH O'DONNELL

By _____

Dennis C. Huie, Esq.
Attorneys for Defendants

PROOF OF SERVICE

Baez, et al. v. Bay Area Diner, Inc., et al.
Alameda County Superior Court Case No. RG15797837
[ALL RELATED ACTIONS]

I, the undersigned, hereby declare that I am over the age of 18 years and not a party to the above-captioned action; that my business address is Venardi Zurada LLP, 101 Ygnacio Valley Rd., Suite 100, Walnut Creek, CA 94596.

On the date below I served the following document(s):

- **STIPULATION AND [PROPOSED] ORDER APPROVING SETTLEMENT OF PAGA CLAIMS**

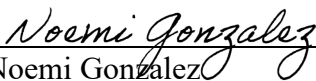
on the parties to this action at the following address(es):

Dennis C. Huie, Esq. Aaron M. Scolari, Esq. Emily A. Wieser, Esq. ROGERS JOSEPH O'DONNELL 311 California Street, 10 th Floor San Francisco, CA 94104 Tel: (415) 956-2828 Fax: (415) 956-6457 dhue@rjo.com ascolari@rjo.com ewieser@rjo.com	Attorneys for Defendants BAY AREA DINER, INC. VALLEY DINER MANAGEMENT, INC., YADAV ENTERPRISES INC. (f.k.a. JIB MANAGEMENT, INC.), WEST COAST DINER MANAGEMENT, INC. and CENTRAL VALLEY DINER, INC.
---	--

() **(BY MAIL)** I caused a true copy of each document(s) to be placed in a sealed envelope with first-class postage affixed and placed the envelope for collection. Mail is collected daily at my office and placed in a United States Postal Service collection box for pickup and delivery that same day.

(X) **(BY EMAIL)** I caused a true copy of each document(s) to be emailed to the parties at the email address(es) listed above.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on August 23, 2022 at Walnut Creek, California.


Noemi Gonzalez