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13 Attorneys for Plaintiff Rebecca Smith

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
15 **FOR THE COUNTY OF SACRAMENTO**

16 DELINA MEZA and REBECCA  
SMITH, as aggrieved employees pursuant  
17 to the Private Attorneys General Act  
("PAGA"), on behalf of the State of  
18 California and other non-party Aggrieved  
19 Employees,

20 Plaintiffs,

21 v.

22 CENTRAL VALLEY DINER, INC., a  
California corporation; WEST COAST DINER  
MANAGEMENT, INC., a California  
23 corporation; YADAV ENTERPRISES, INC., a  
California corporation; VALLEY DINER  
24 MANAGEMENT, INC., a California  
corporation; and DOES 1 through 10, inclusive,  
25 Defendants.

Case No. 34-2023-00333529

Assigned to the Hon. Jill Talley

**JOINT STIPULATION TO AMEND ORDER  
APPROVING THE PARTIES' PAGA  
SETTLEMENT AGREEMENT AND  
JUDGMENT; ~~PROPOSED~~ AMENDED  
ORDER APPROVING THE PARTIES' PAGA  
SETTLEMENT AGREEMENT AND  
JUDGMENT**

Complaint Filed: January 25, 2023

Trial Date: None Set

**FILED**  
Superior Court of California  
County of Sacramento  
**12/02/2025**  
J. Servantez, Deputy

1 Plaintiffs Delina Meza and Rebecca Smith and Defendants Central Valley Diner, Inc., West Coast  
2 Diner Management, Inc., Yadav Enterprises, Inc., and Valley Diner Management, Inc. (collectively, the  
3 “Parties”) hereby stipulate and agree as follows:

4 **WHEREAS**, on October 14, 2025, the Court approved the Parties’ settlement of Plaintiffs’  
5 representative claims under the Labor Code Private Attorneys General Act (“PAGA”).

6 **WHEREAS**, in the process of compiling the employee data to be produced to the Settlement  
7 Administrator, defense counsel identified a typographical error in the PAGA Settlement Agreement.

8 **WHEREAS**, the PAGA Settlement Agreement defines “Aggrieved Employees” as “all current  
9 and former non-exempt California employees of Defendants who worked from May 25, 2021 to  
10 September 9, 2024.”

11 **WHEREAS**, the Parties’ intent, however, was for the Settlement to cover only the employees of  
12 Defendant Central Valley Diner.

13 **WHEREAS**, consistent with that intent, the total number of employees estimated to be covered  
14 by the settlement (approximately 1,500; *see* PAGA Settlement Agreement ¶ 18), and the total number of  
15 pay periods estimated to have been worked by Aggrieved Employees during the Settlement Period  
16 (approximately 23,000; *see id.* ¶ 13(c)), were calculated solely with respect to Central Valley Diner’s  
17 workforce.

18 **WHEREAS**, in light of the foregoing, the Parties stipulate to amend the definition of “Aggrieved  
19 Employees” to reference only employees of Defendant Central Valley Diner, Inc.

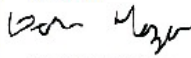
20 **NOW THEREFORE**, the Parties stipulate to amend the definition of the Aggrieved Employees  
21 to: “All current and former non-exempt California employees of Defendant Central Valley Diner, Inc. who  
22 worked from May 25, 2021 to September 9, 2024.” The Parties would respectfully ask the Court to enter  
23 the attached [Proposed] Amended Order and Judgment Granting Motion for Court Approval of PAGA  
24 Settlement.

25 **IT IS SO STIPULATED.**

26  
27 Dated: 11/10/2025

PLAINTIFF

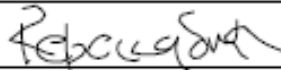
Signed by:

  
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Delina Meza

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Dated: 11/11/2025

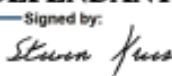
**PLAINTIFF**



Rebecca Smith

Dated: November 10, 2025

**DEFENDANT**

Signed by: 

Steven Kries  
Central Valley Diner, Inc.

Dated: November 10, 2025

**DEFENDANT**

Signed by: 

Steven Kries  
West Coast Diner Management, Inc.

Dated: November 10, 2025

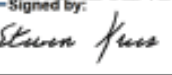
**DEFENDANT**

Signed by: 

Steven Kries  
Yadav Enterprises, Inc.

Dated: November 10, 2025

**DEFENDANT**

Signed by: 

Steven Kries  
Valley Diner Management, Inc.

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14 SUPERIOR COURT OF THE STATE OF CALIFORNIA

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Case No. 34-2023-00333529

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**[AMENDED ~~PROPOSED~~ ORDER  
APPROVING THE PARTIES' PAGA  
SETTLEMENT AGREEMENT AND  
JUDGMENT**

Complaint Filed: January 25, 2023

Trial Date: None Set

1                                   **AMENDED ORDER APPROVING THE PARTIES’**

2                                   **PAGA SETTLEMENT AGREEMENT AND JUDGMENT**

3               1.       The Court has received and considered the application of Plaintiffs Delina Meza and  
4 Rebecca Smith as aggrieved employees, and as private attorneys general under the Labor Code Private  
5 Attorneys General Act of 2004, §§ 2698, *et seq.* (“PAGA”), for approval of the Parties’ PAGA Settlement  
6 Agreement (“Settlement”). **GOOD CAUSE** having been shown, the Court hereby approves the  
7 Settlement.

8               2.       This Order hereby adopts and incorporates by reference the terms and conditions of the  
9 Settlement.

10           3.       The Court finds that it has jurisdiction over the subject matter of the action and over all  
11 Parties to the action, including all Aggrieved Employees, which, per the Parties’ amendment, is comprised  
12 of all current and former non-exempt California employees of Defendant Central Valley Diner, Inc. who  
13 worked from May 25, 2021 to September 9, 2024.

14           4.       The Court has considered all relevant factors for determining the fairness of the  
15 Settlement, and has concluded that all such factors weigh in favor of approving the Settlement. In  
16 particular, the Court finds that the Settlement was reached following meaningful discovery and  
17 investigation conducted by Plaintiffs; that the Settlement is the result of serious, informed, adversarial, and  
18 arm’s-length negotiations between the Parties; and that the terms of the Settlement are in all respects fair,  
19 adequate, and reasonable.

20           5.       In so finding, the Court has considered all evidence presented, including evidence  
21 regarding the strength of Plaintiffs’ PAGA claims; the risk, expense, and complexity of the claims  
22 presented; the likely duration of further litigation; the amount offered in settlement; the extent of  
23 investigation and discovery completed; and the experience and views of counsel. The Parties have  
24 provided the Court with sufficient information about the nature and magnitude of the claims being settled,  
25 as well as the impediments to recovery, to make an independent assessment of the reasonableness of the  
26 terms to which the Parties have agreed.

27           6.       Accordingly, the Court hereby finds that the Settlement is, in all respects, fair, reasonable,  
28 adequate and hereby directs implementation of all remaining terms, conditions, and provisions of the

1 Settlement.

2 7. The Settlement is not an admission by Defendants, nor is this Order and Judgment a  
3 finding of the validity of any allegations or of any wrongdoing by Defendants. Neither this Order and  
4 Judgment, the Settlement, nor any document referred to herein, nor any action taken to carry out the  
5 Settlement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission,  
6 concession, or liability whatsoever by or against Defendants.

7 8. The Court approves the gross settlement amount of \$450,000. After deducting the  
8 approved amounts for attorneys' fees and costs, service award, and settlement administration costs, the  
9 Net Settlement Amount of \$251,344 will be allocated as follows: Seventy-Five Percent (75%), or  
10 approximately \$188,508, shall be paid to the California Labor and Workforce Development Agency, and  
11 the remaining Twenty-Five Percent (25%), or approximately \$62,836, shall be paid to Aggrieved  
12 Employees.

13 9. The Court hereby awards \$150,000 in attorneys' fees and \$13,155.81 costs to Plaintiffs'  
14 Counsel, Capstone Law APC and Lawyers For Justice, PC.

15 10. The Court approves Service Awards of \$10,000 each to Delina Meza and Rebecca Smith.

16 11. The Court appoints CPT Group, Inc. to serve as the Settlement Administrator, and  
17 approves Settlement Administration Costs of \$8,000.

18 12. This Judgment shall be binding on all Aggrieved Employees and the State of California,  
19 who are hereby barred by the doctrine of res judicata from re-litigating the Settled Claims during the PAGA  
20 Period, as those terms are defined by the Settlement. See *Arias v. Superior Court*, 46 Cal. 4th 969, 986  
21 (2009) (holding that a judgment in a representative action brought by an aggrieved employee under PAGA  
22 is binding not only on the named employee plaintiff but also on state labor law enforcement agencies and  
23 any aggrieved employee not a party to the proceeding).

24 13. Without affecting the finality of the Order and Judgment, the Court shall retain exclusive  
25 and continuing jurisdiction under California Code of Civil Procedure § 664.6, over the above-captioned  
26 action and the parties for purposes of enforcing the terms of the Judgment and the Settlement.

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14. This document shall constitute a judgment under California Code of Civil Procedure § 664.6.

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

Date 12/02/2025

  
\_\_\_\_\_  
HON. JILL TALLEY  
Sacramento County Superior Court Judge

