

1 PAUL L. REIN, Esq. (SBN 43053)
 2 CELIA MCGUINNESS, Esq. (SBN 159420)
 3 LAW OFFICES OF PAUL L. REIN
 4 200 Lakeside Drive, Suite A
 5 Oakland, CA 94612
 6 Telephone: 510/832-5001
 7 Facsimile: 510/832-4787

8 Attorneys for Plaintiff
 9 GUY JONES

10 CRIS C. VAUGHAN, Esq. (SBN 99568)
 11 Vaughan & Associates
 12 6207 South Walnut Street, Suite 800
 13 Loomis, CA 95650
 14 Telephone: 916/660-9401
 15 Facsimile: 916/660-9378

16 Attorney for Defendants, ROSIE'S COUNTRY KITCHEN, LLC,
 17 (incorrectly sued herein as ROSIE'S COUNTRY KITCHEN,
 18 LLP); HOSHIAR GREWAL, SANDEEP SINGH and GURDIP KANDOLA,
 19 dba ROSIE'S COUNTRY KITCHEN,
 20 BABIR OJLA and MOHAN GIL

21

22 UNITED STATES DISTRICT COURT
 23 EASTERN DISTRICT OF CALIFORNIA

24

25 GUY JONES, CASE NO. 2:09-CV-00913 WBS/KJM
 26 Plaintiff, Civil Rights

27

28 v. CONSENT DECREE and [~~PROPOSED~~]
 29 ORDER

30 ROSIE'S COUNTRY
 31 KITCHEN, LLP; HOSHIAR
 32 GREWAL, SANDEEP
 33 SINGH, and GURDIP
 34 KANDOLA dba ROSIE'S
 35 COUNTRY KITCHEN;
 36 BABIR OJLA; MOHAN
 37 GILL; and DOES 1-10,
 38 Inclusive,

39 Defendants.

40

41 1. Plaintiff GUY JONES filed a Complaint in this

42

1 action on April 3, 2009, to obtain recovery of damages
2 for his discriminatory experiences, denial of access, and
3 denial of his civil rights, and to enforce provisions of
4 the Americans with Disabilities Act of 1990 ("ADA"), 42
5 U.S.C. §§ 12101 *et seq.*, and California civil rights laws
6 against Defendants ROSIE'S COUNTRY KITCHEN, LLC,
7 (incorrectly sued herein as ROSIE'S COUNTRY KITCHEN,
8 LLP); HOSHIAR GREWAL, SANDEEP SINGH and GURDIP KANDOLA
9 dba ROSIE'S COUNTRY KITCHEN, BABIR OJLA and MOHAN GIL,
10 relating to the condition of their public accommodations
11 as of Plaintiff's visit on or about January 23, 2009, and
12 continuing. Plaintiff has alleged that Defendants
13 violated Title III of the ADA and sections 51, 52, 54,
14 54.1, 54.3 and 55 of the California Civil Code, and
15 sections 19955 *et seq.* of the California Health & Safety
16 Code by failing to provide full and equal access to their
17 facilities at Rosie's Country Kitchen restaurant, located
18 at 10273 Folsom Blvd., Rancho Cordova, California.

19 2. Defendants ROSIE'S COUNTRY KITCHEN, LLC,
20 (incorrectly sued herein as ROSIE'S COUNTRY KITCHEN,
21 LLP); HOSHIAR GREWAL, SANDEEP SINGH and GURDIP KANDOLA
22 dba ROSIE'S COUNTRY KITCHEN, BABIR OJLA and MOHAN GIL
23 deny the allegations in the Complaint and by entering
24 into this Consent Decree and Order do not admit liability
25 to any of the allegations in Plaintiff's Complaint filed
26 in this action. The parties hereby enter into this

27

1 Consent Decree and Order for the purpose of resolving
2 this lawsuit without the protracted litigation and
3 without the admission of any liability.

4 **JURISDICTION:**

5 3. The parties to this Consent Decree agree that the
6 Court has jurisdiction of this matter pursuant to 28
7 U.S.C. § 1331 for alleged violations of the Americans
8 with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*
9 and pursuant to supplemental jurisdiction for alleged
10 violations of California Health & Safety Code §§ 19955 *et*
11 *seq.*; Title 24, California Code of Regulations; and
12 California Civil Code §§ 51, 52, 54, 54.1, 54.3, and 55.

13 4. In order to avoid the costs, expense, and
14 uncertainty of protracted litigation, the parties to this
15 Consent Decree agree to entry of this Order to resolve
16 all claims regarding injunctive relief raised in the
17 Complaint filed with this Court. Accordingly, they agree
18 to the entry of this Order without trial or further
19 adjudication of any issues of fact or law concerning
20 Plaintiff's claims for injunctive relief.

21 WHEREFORE, the parties to this Consent Decree
22 hereby agree and stipulate to the Court's entry of this
23 Consent Decree and Order, which provides as follows:

24 **SETTLEMENT OF INJUNCTIVE RELIEF:**

25 5. This Order shall be a full, complete, and final
26 disposition and settlement of Plaintiff's claims against

27

1 Defendants for injunctive relief that have arisen out of
2 the subject Complaint. The parties agree that there has
3 been no admission or finding of liability or violation of
4 the ADA and/or California civil rights laws, and this
5 Consent Decree and Order should not be construed as such.

6 6. The parties agree and stipulate that the
7 corrective work will be performed in compliance with the
8 standards and specifications for disabled access as set
9 forth in the California Code of Regulations, Title 24-2,
10 and Americans with Disabilities Act Accessibility
11 Guidelines, unless other standards are specifically
12 agreed to in this Consent Decree and Order.

13 a) **Remedial Measures:**

14 (1) Defendants agree to perform corrective
15 work at Rosie's Country Kitchen, 10273 Folsom Blvd,
16 Rancho Cordova, California. The scope of the corrective
17 work agreed upon by the parties is detailed in the report
18 of Peter Margen dated October 22, 2009, attached here to
19 as **Attachment A**. Defendants agree to undertake all of
20 the remedial work set forth therein.

21 b) **Timing of Injunctive Relief:** For work
22 requiring permits, defendants will submit plans for all
23 corrective work to the appropriate governmental agencies
24 within 30 days of the entry of this consent decree by the
25 Court. Defendants will commence work within 30 days of
26 receiving approval from the appropriate agencies.

27

1 Defendants will complete the work within 30 days of
2 commencement. For work not requiring building permits,
3 the work will be completed within 60 days of entry of
4 this Consent Decree and Order by the Court. In the event
5 that unforeseen difficulties prevent Defendants from
6 completing any of the agreed-upon injunctive relief,
7 Defendants or their counsel will notify Plaintiff's
8 counsel in writing within 15 days of discovering the
9 delay. Defendants or their counsel will notify
10 Plaintiff's counsel when the corrective work is
11 completed, and in any case will provide a status report
12 no later than 120 days from the entry of this Consent
13 Decree. All work shall be completed by Defendants within
14 six months of entry of this Consent Decree.

15 **DAMAGES, ATTORNEY FEES, LITIGATION EXPENSES AND COSTS:**

16 7. The parties have reached an agreement regarding
17 Plaintiff's claims for damages, attorney fees, litigation
18 expenses and costs. Defendants will collectively pay the
19 amount of \$35,000 on or before December 17, 2009. This
20 payment shall be in full satisfaction of Plaintiff's
21 claims for all damages including personal injury, civil
22 rights, and all other forms of damages, and all attorney
23 fees, litigation expenses, and costs. Payments shall be
24 made by check payable to "Paul L. Rein in trust for Guy
25 Jones"

26 **ENTIRE CONSENT ORDER:**

27

1 8. This Consent Decree and Order and Attachment A to
2 this Consent Decree, which is incorporated herein by
3 reference as if fully set forth in this document,
4 constitute the entire agreement between the signing
5 parties on the matters of injunctive relief, and no other
6 statement, promise or agreement, either written or oral,
7 made by any of the parties or agents of any of the
8 parties that is not contained in this written Consent
9 Decree and Order shall be enforceable regarding the
10 matters of injunctive relief described herein.

11 **CONSENT ORDER BINDING ON PARTIES AND SUCCESSORS IN**
12 **INTEREST:**

13 9. This Consent Decree and Order shall be binding on
14 Plaintiff GUY JONES ; Defendants ROSIE'S COUNTRY
15 KITCHEN, LLC, (incorrectly sued herein as ROSIE'S COUNTRY
16 KITCHEN, LLP); HOSHIAR GREWAL, SANDEEP SINGH and GURDIP
17 KANDOLA dba ROSIE'S COUNTRY KITCHEN, BABIR OJLA and MOHAN
18 GIL; and any successors in interest. The parties have a
19 duty to so notify all such successors in interest of the
20 existence and terms of this Consent Decree and Order
21 during the period of the Court's jurisdiction of this
22 Consent Decree and Order.
23

24 **MUTUAL RELEASE AND WAIVER OF CIVIL CODE SECTION 1542 AS**
25 **TO INJUNCTIVE RELIEF ONLY:**

26 10. Each of the parties to this Consent Decree
27

1 understands and agrees that there is a risk and
2 possibility that, subsequent to the execution of this
3 Consent Decree, any or all of them will incur, suffer or
4 experience some further loss or damage with respect to
5 the lawsuit which are unknown or unanticipated at the
6 time this Consent Decree is signed. Except for all
7 obligations required in this Consent Decree, the parties
8 intend that this Consent Decree apply to all such further
9 loss with respect to the lawsuit, except those caused by
10 the parties subsequent to the execution of this Consent
11 Decree. Therefore, except for all obligations required
12 in this Consent Decree, this Consent Decree shall apply
13 to and cover any and all claims, demands, actions and
14 causes of action by the parties to this Consent Decree
15 with respect to the lawsuit, whether the same are known,
16 unknown or hereafter discovered or ascertained, and the
17 provisions of Section 1542 of the California Civil Code
18 are hereby expressly waived. Section 1542 provides as
19 follows:

20
21
22 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**
23 **WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO**
24 **EXIST IN HIS OR HER FAVOR AT THE TIME OF**
25 **EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR**
26 **HER MUST HAVE MATERIALLY AFFECTED HIS**
27 **SETTLEMENT WITH THE DEBTOR.**

28 This waiver applies to the injunctive relief aspects of
29 this action only and does not include resolution of

1 Plaintiff's claims for damages, attorney fees, litigation
2 expenses and costs.

3 11. Except for all obligations required in this
4 Consent Decree, each of the parties to this Consent
5 Decree, on behalf of each, their respective agents,
6 representatives, predecessors, successors, heirs,
7 partners and assigns, releases and forever discharges
8 each other Party and all officers, directors,
9 shareholders, subsidiaries, joint venturers,
10 stockholders, partners, parent companies, employees,
11 agents, attorneys, insurance carriers, heirs,
12 predecessors, and representatives of each other Party,
13 from all claims, demands, actions, and causes of action
14 of whatever kind or nature, presently
15 known or unknown, arising out of or in any way connected
16 with the lawsuit.

17 **TERM OF THE CONSENT DECREE AND ORDER:**

18 12. This Consent Decree and Order shall be in full
19 force and effect for a period of twelve (12) months after
20 the date of entry of this Consent Decree and Order, or
21 until the injunctive relief contemplated by this Order is
22 completed, whichever occurs later. The Court shall
23 retain jurisdiction of this action to enforce provisions
24 of this Order for twelve (12) months after the date of
25 this Consent Decree, or until the injunctive relief
26 contemplated by this Order is completed, whichever occurs

27

1 Dated: December 12, 2009, /s/ _____
2 HOSHIAR GREWAL

4 Dated: December 12, 2009 /s/ _____
5 SANDEEP SINGH

7 Dated: December 10, 2009 /s/ _____
8 GURDIP KANDOLA

10 Dated: December 10, 2009 /s/ _____
11 BABIR OJLA

13 Dated: December 10, 2009 /s/ _____
14 MOHAN GIL

20 APPROVED AS TO FORM:

21 Dated: December 15, 2009 PAUL L. REIN
22 CELIA McGUINNESS
23 LAW OFFICES OF PAUL L. REIN

25 By: /s/ Paul L Rein _____
26 Attorneys for Plaintiff
GUY JONES

1 Dated: December 14, 2009 CRIS C. VAUGHAN, Esq.
Vaughan & Associates

2

3 By: /s/ Cris Vaughan
4 Attorneys for all Defendants

5

ORDER

6

7 Pursuant to stipulation, and for good cause shown, IT IS SO
8 ORDERED.

9

10

Dated: January 4, 2010

11



12

WILLIAM B. SHUBB
UNITED STATES DISTRICT JUDGE

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27