

FILED
San Diego Superior Court
Central Division

NOV 05 2025

Clerk of the Superior Court
By: A. Yim, Deputy

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

CRISTIAN TORRES, individually, and on
behalf of other members of the general public
similarly situated,

Plaintiff,

vs.

KIRSCHCOHN, INC., a California corporation;
COHN RESTAURANT GROUP, INC., a
California corporation; DMD3 LA MESA,
INC., a California corporation; HARD WORK,
INC. a California corporation; HARD WORK
TOO, INC., a California corporation; and DOES
1 through 10, inclusive,

Defendants.

Case No. 37-2024-00006252-CU-OE-CTL

Assigned to the Hon. Katherine A. Bacal

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

Complaint Filed: February 9, 2024
Trial Date: None Set

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

6 8. The Court approves the gross settlement amount of \$697,500. After deducting the
7 approved amounts for attorneys' fees and costs and settlement administration costs, the net settlement
8 amount of \$432,922.98 will be allocated as follows: Seventy-Five Percent (75%), or approximately
9 \$324,692.24, shall be paid to the California Labor and Workforce Development Agency, and the
10 remaining Twenty-Five Percent (25%), or approximately \$108,230.74, shall be paid to Aggrieved
11 Employees.

12 9. The Court hereby awards \$232,500 in attorneys' fees and \$17,077.02 in costs to
13 Plaintiff's Counsel, Capstone Law APC. Although the attorney staffing, hours billed, and some of the
14 hourly rates are reasonable, counsel has not shown that the claimed hourly rate of \$1,050 per hour is
15 within the reasonable market rates typically approved in San Diego County. Nonetheless, when adjusting
16 the \$1,050 claimed hourly rate down to \$950, the lodestar crosscheck and resulting revised multiplier of
17 approximately 2.35 still falls within the range of reasonableness. See Raul Perez Decl. ¶ 19 (citing cases
18 that their rates up to \$950 have been approved in San Diego County). On this basis, the award of
19 \$232,500 in attorneys' fees is approved.

20 10. The Court appoints CPT Group, Inc. to serve as the Settlement Administrator, and
21 approves Settlement Administration Costs of \$15,000.

22 11. This Judgment shall be binding on all Aggrieved Employees and the State of California,
23 who are hereby barred by the doctrine of res judicata from re-litigating the Settled Claims during the
24 Settlement Period, as those terms are defined by the Settlement. *See Arias v. Superior Court*, 46 Cal. 4th
25 969, 986 (2009) (holding that a judgment in a representative action brought by an aggrieved employee
26 under PAGA is binding not only on the named employee plaintiff but also on state labor law
27 enforcement agencies and any aggrieved employee not a party to the proceeding).

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1 12. Without affecting the finality of the Order and Judgment, the Court shall retain exclusive
2 and continuing jurisdiction under California Code of Civil Procedure section 664.6, over the above-
3 captioned action and the parties for purposes of enforcing the terms of the Judgment and the Settlement.
4 This document shall constitute a judgment under California Code of Civil Procedure section 664.6.

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

6
7 Date

11/19/25



HON. KATHERINE A. BACAL
San Diego County Superior Court Judge

1 **PROOF OF SERVICE**

2 I am employed in the State of California, County of Los Angeles. I am over the age of
3 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000
Los Angeles, California 90067.

4 On **September 18, 2025**, I served the document described as: **[AMENDED PROPOSED]**
5 **ORDER APPROVING THE PARTIES' PAGA SETTLEMENT AGREEMENT AND**
6 **JUDGMENT** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy
thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

7 Matthew Pate
mpate@raineslaw.com
8 Beth A. Schroeder
bschroeder@raineslaw.com
9 RAINES FELDMAN LITRELL LLP
1900 Avenue of the Stars, 19th Floor
Los Angeles, CA 90067

Attorneys for Defendants
KIRSCHCOHN, INC.; COHN
RESTAURANT GROUP, INC.; DMD3 LA
MESA, INC.; HARD WORK, INC. and
HARD WORK TOO, INC.

10 Dora Melendez – dmelendez@raineslaw.com

11 ☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the
12 envelope(s) for mailing in the ordinary course of business at Los Angeles, California.
13 I am "readily familiar" with this firm's practice of collection and processing
14 correspondence for mailing. Under that practice, sealed envelopes are deposited with
the U.S. Postal Service that same day in the ordinary course of business with postage
thereon fully prepaid at Los Angeles, California.

15 ☐ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles,
16 California, by e-mail delivery on the parties listed herein at their most recent known
e-mail address or e-mail of record in this action.

17 ☐ **BY FAX:** I hereby certify that this document was served from Los Angeles,
18 California, by facsimile delivery on the parties listed herein at their most recent fax
number of record in this action.

19 ☒ **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted
20 electronically via One Legal eService to the individuals listed above, as they exist on
that database. This will constitute service of the document(s).

21 ☐ **BY PERSONAL SERVICE:** I delivered the document, enclosed in a sealed
envelope, by hand to the counsel for Defendant.

22 I declare under penalty of perjury under the laws of the State of California that the
23 foregoing is true and correct. Executed on **September 18, 2025**, at Los Angeles, California.

24 Xochitl Tapia
Type/Print Name


Signature