

1 Raul Perez (SBN 174687)
Raul.Perez@capstonelawyers.com
2 Roxanna Tabatabaepour (SBN 260187)
Roxanna.Taba@capstonelawyers.com
3 Ryan Tish (SBN 274284)
Ryan.Tish@capstonelawyers.com
4 Alexander Wallin (SBN 320420)
Alexander.Wallin@capstonelawyers.com
5 CAPSTONE LAW APC
1875 Century Park East, Suite 1860
6 Los Angeles, California 90067
Telephone: (310) 556-4811
7 Facsimile: (310) 943-0396

8 Attorneys for Plaintiff Christopher Lopez

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF MONTEREY**

11 CHRISTOPHER LOPEZ, individually, and on
12 behalf of other members of the general public
similarly situated,

13 Plaintiffs,

14 vs.

15 RIO GRILL, INC., a California corporation;
16 RIO RESTAURANTS CORPORATION, a
California corporation; DOWNTOWN
17 DINING, INC., a California corporation;
18 TARPY'S ROADHOUSE, LLC, a California
limited liability company; MONTRIO, LLC, a
19 California limited liability company; BOVH -
MONTRIO BISTRO, a California corporation;
20 BOVH -RIO GRILL, a California corporation;
21 BOVH -TARPY'S ROADHOUSE, a California
corporation; and DOES 1 through 10, inclusive,

22 Defendants.
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ELECTRONICALLY FILED BY
Superior Court of California,
County of Monterey
On 12/29/2025
By Deputy: Rimando, Errol

Case No. 24CV001342

Assigned to the Hon. Carrie M. Panetta

**~~PROPOSED~~ ORDER AND JUDGMENT
GRANTING MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND MOTION FOR
ATTORNEYS' FEES, COSTS, AND A CLASS
REPRESENTATIVE ENHANCEMENT
PAYMENT**

Date: December 12, 2025
Time: 8:30 a.m.
Place: Department 14

Complaint Filed: April 2, 2024
Trial Date: None Set

ORDER AND JUDGMENT

This matter came before the Court for a hearing on the Motion for Final Approval of the Class Action and PAGA Settlement and Motion for Attorneys' Fees, Costs, and a Class Representative Enhancement Payment (collectively, the "Motions"). Due and adequate notice having been given to Class Members as required by the Court's Preliminary Approval Order, and the Court having reviewed the Motions, and determining that the settlement is fair, adequate and reasonable, and otherwise being fully informed and **GOOD CAUSE** appearing therefore, it is hereby **ORDERED AS FOLLOWS**:

1. For the reasons set forth in the Preliminary Approval Order, which are adopted and incorporated herein by reference, this Court finds that the requirements of California Code of Civil Procedure section 382 and rule 3.769 of the California Rules of Court have been satisfied.

2. This Order hereby adopts and incorporates by reference the terms and conditions of the Joint Stipulation of Class Action and PAGA Settlement and Release and Amendment thereto (collectively, "Settlement Agreement" or "Settlement"), together with the definitions and terms used and contained therein.

3. The Court finds that it has jurisdiction over the subject matter of the action and over all parties to the action, including all members of the Settlement Class.

4. The Class Notice fully and accurately informed Class Members of all material elements of the proposed settlement and of their opportunity to opt out or object; was the best notice practicable under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the State of California and due process. The Class Notice fairly and adequately described the settlement and provided Class Members with adequate instructions and a variety of means to obtain additional information.

5. Class Members were given a full opportunity to participate in the Final Approval hearing, and all Class Members and other persons wishing to be heard have been heard. Accordingly, the Court determines that all Class Members who did not timely and properly opt out of the settlement are bound by this Order.

6. The Court has considered all relevant factors for determining the fairness of the settlement and has concluded that all such factors weigh in favor of granting final approval. In particular,

1 the Court finds that the settlement was reached following meaningful discovery and investigation
2 conducted by Plaintiff's Counsel; that the settlement is the result of serious, informed, adversarial, and
3 arm's-length negotiations between the Parties; and that the terms of the settlement are in all respects fair,
4 adequate, and reasonable.

5 7. In so finding, the Court has considered all evidence presented, including evidence
6 regarding the strength of Plaintiff's case; the risk, expense, and complexity of the claims presented; the
7 likely duration of further litigation; the amount offered in settlement; the extent of investigation and
8 discovery completed; and the experience and views of counsel. The Parties have provided the Court with
9 sufficient information about the nature and magnitude of the claims being settled, as well as the
10 impediments to recovery, to make an independent assessment of the reasonableness of the terms to
11 which the Parties have agreed.

12 8. Accordingly, the Court hereby approves the settlement as set forth in the Settlement
13 Agreement and expressly finds that the settlement is, in all respects, fair, reasonable, adequate, and in the
14 best interests of the entire Settlement Class and hereby directs implementation of all remaining terms,
15 conditions, and provisions of the Settlement Agreement. The Court also finds that settlement now will
16 avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were
17 to continue to litigate the case. Additionally, after considering the monetary recovery provided by the
18 settlement in light of the challenges posed by continued litigation, the Court concludes that the settlement
19 provides Class Members with fair and adequate relief.

20 9. The Settlement Agreement is not an admission by Defendants or by any other Released
21 Party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendants
22 or any other Released Party. Neither this Order, the Settlement Agreement, nor any document referred to
23 herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used
24 as, an admission of any fault, wrongdoing, omission, concession, waiver of defenses, or liability
25 whatsoever by or against Defendants or any of the other Released Parties.

26 10. Final approval shall be with respect to: All persons who worked for Defendants as non-
27 exempt, hourly paid employees in the State of California at any time during the period from March 29,
28 2020 through May 5, 2025.

1 11. Plaintiff Christopher Lopez is an adequate and suitable representative and is hereby
2 appointed the Class Representative for the Settlement Class. The Court finds that Plaintiff's investment
3 and commitment to the litigation and its outcome ensured adequate and zealous advocacy for the
4 Settlement Class, and that his interests are aligned with those of the Settlement Class.

5 12. The Court hereby awards Plaintiff a Class Representative Enhancement Payment of
6 ~~\$10,000~~ ^{7,500.00} for his service on behalf of the Settlement Class, and for agreeing to a general release of all
7 claims arising out of his employment with Defendants.

8 13. The Court finds that the attorneys at Capstone Law APC have the requisite
9 qualifications, experience, and skill to protect and advance the interests of the Settlement Class. The
10 Court therefore finds that counsel satisfy the professional and ethical obligations attendant to the position
11 of Class Counsel, and hereby appoints Capstone Law APC as counsel for the Settlement Class.

12 14. The settlement of civil penalties under PAGA in the amount of \$20,000 is hereby
13 approved. Seventy-Five Percent (75%), or \$15,000, shall be paid to the California Labor and Workforce
14 Development Agency. The remaining Twenty-Five Percent (25%), or \$5,000, will be paid to PAGA
15 Members.

16 15. The Court hereby awards \$141,667 in attorneys' fees and \$15,000 in costs and expenses
17 to Capstone Law APC. The Court finds that the requested award of attorneys' fees is reasonable for a
18 contingency fee in a class action such as this; i.e., one-third of the common fund created by the
19 settlement. Counsel have also established the reasonableness of the requested award of attorneys' fees
20 via their lodestar crosscheck (i.e., the product of reasonable hourly rates and hours billed, enhanced by a
21 1.19 risk multiplier).

22 16. The Court approves settlement administration costs and expenses in the amount of
23 \$8,500 to CPT Group, Inc.

24 17. All Class Members were given a full and fair opportunity to participate in the Approval
25 Hearing, and all members of the Settlement Class wishing to be heard have been heard. Members of the
26 Settlement Class also have had a full and fair opportunity to exclude themselves from the proposed
27 settlement and the class. Accordingly, the terms of the Settlement Agreement and of the Court's Order
28 and Judgment shall be forever binding on all Participating Class Members. These Participating Class

Members have released and forever discharged the Released Parties for any and all Released Class Claims during the Class Period:

All claims, rights, demands, liabilities, and causes of action that are alleged in the operative Complaint, or which could have been alleged by reason of, or in connection with, any matter or fact set forth or referred to in the operative Complaint, including claims for violation of: (1) California Labor Code §§ 510 and 1198 (unpaid overtime); (2) California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (unpaid minimum wages); (3) California Labor Code §§ 226.7, 512(a), 516, and 1198 (failure to provide meal periods); (4) California Labor Code §§ 226.7, 516, and 1198 (failure to authorize and permit rest periods); (5) California Labor Code §§ 226(a), 1174(d), and 1198 (non-compliant wage statements and failure to maintain payroll records); (6) California Labor Code §§ 201 and 202 (wages not timely paid upon termination); (7) California Labor Code § 204 (failure to timely pay wages during employment); (8) Labor Code § 1198 and California Code of Regulations, Title 8, Section 11050 Subdivision 5(A) (failure to provide reporting time pay); (9) California Labor Code § 2802 (unreimbursed business expenses); (10) California Business & Professions Code §§ 17200, *et seq.* (unlawful business practices); and (11) California Business & Professions Code §§ 17200, *et seq.* (unfair business practices).

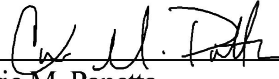
18. Additionally, all PAGA Members and the LWDA have released and forever discharged the Released Parties for any and all Released PAGA Claims during the PAGA Period: All claims for civil penalties under California Labor Code §§ 2698, *et seq.*, that were brought or could reasonably have been brought based on the same facts alleged in Plaintiff's LWDA letter during the PAGA Period.

19. Judgment in this matter is entered in accordance with the above findings. Without affecting the finality of the Judgment, the Court shall retain exclusive and continuing jurisdiction over the above-captioned action and the parties under Cal. Civ. Proc. Code § 664.6, including all Participating Settlement Members and PAGA Members, for purposes of enforcing the terms of the Judgment entered herein. This document shall constitute a judgment (and separate document constituting said judgment) for purposes of California Rules of Court, Rule 3.769(h).

20. Plaintiff shall file a declaration from the Settlement Administrator regarding the completion of settlement administration activities no later than September 8, 2026, as well as an amended judgment regarding the distribution of unclaimed residuals to The Justice Gap Fund maintained by The State Bar of California. The matter is set for final status on distribution of funds on September 29, 2026, at 10:00 .m.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: 12/12/2025


Hon. Carrie M. Panetta
Monterey County Superior Court Judge

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PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1860 Los Angeles, California 90067.

On **December 1, 2025**, I served the document described as: **[PROPOSED] ORDER AND JUDGMENT GRANTING MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND MOTION FOR ATTORNEYS' FEES, COSTS, AND A CLASS REPRESENTATIVE ENHANCEMENT PAYMENT** 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:

Gavin Kogan
gkogan@hudsonmartin.com
Jeannette Witten
jwitten@hudsonmartin.com
John Michael
jmichael@hudsonmartin.com
Maura Gallagher
mgallagher@hudsonmartin.com
Teresa Bejar-Hernandez
tbejarhernandez@hudsonmartin.com
Amanda Sgheiza
asgheiza@hudsonmartin.com
HUDSON MARTIN
800 W 6th Street, Suite 1220
Los Angeles, CA 90017
Telephone: 831-375-3151

Attorneys for Defendant:
RIO GRILL, INC.
RIO RESTAURANTS CORPORATION
DOWNTOWN DINING, INC.
TARPY'S ROADHOUSE, LLC
MONTRIO, LLC
BOVH - MONTRIO BISTRO
BOVH - RIO GRILL
BOVH - TARPY'S ROADHOUSE

☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am "readily familiar" with this firm's practice of collection and processing 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.

☐ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, 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.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **December 1, 2025**, at Los Angeles, California.

Julia Urquizo
Type/Print Name

Julia Urquizo
Signature