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Attorneys for Plaintiff Christopher Lopez

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF MONTEREY**

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

Plaintiffs,

vs.

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

Defendants.

Case No. 24CV001342

Assigned to the Hon. Carrie M. Panetta

**AMENDMENT TO THE JOINT  
STIPULATION OF CLASS ACTION AND  
PAGA SETTLEMENT AND RELEASE**

Complaint Filed: April 2, 2024

Trial Date: None Set

1 This amendment to the Joint Stipulation of Class Action and PAGA Settlement and Release is  
2 made and entered into by and between Plaintiff Christopher Lopez ("Plaintiff"), as an individual and on  
3 behalf of all others similarly situated, and Defendants Rio Grill, Inc.; Rio Restaurants Corporation;  
4 Downtown Dining, Inc.; and Tarpy's Roadhouse, LLC; Montrieo, LLC ("Defendants") (collectively with  
5 Plaintiff, the "Parties").

6 **WHEREAS**, Plaintiff filed this action on April 2, 2024.

7 **WHEREAS**, the Parties participated in a mediation with the Hon. Howard R. Broadman (Ret.),  
8 on March 3, 2025. With Judge Broadman's guidance, the Parties were eventually able to negotiate a  
9 complete settlement of Plaintiff's class and PAGA claims ("Settlement").

10 **WHEREAS**, Plaintiff filed a Motion for Preliminary Approval of the Settlement ("Motion") on  
11 June 4, 2025.

12 **WHEREAS**, the Court issued a tentative ruling ("Tentative") on the Motion on June 27, 2025.  
13 The Tentative stated, *inter alia*:

14 First, the Settlement is non-reversionary and provides that uncashed checks be  
15 sent to the State of California Controller's Office, Unclaimed Property Division.  
16 This court typically prefers that a cy pres beneficiary be named, pursuant to Code  
17 of Civil Procedure section 384(b), for any uncashed class member settlement  
18 checks. The parties shall meet and confer about an appropriate cy pres  
19 beneficiary and Plaintiff shall amend the Settlement and Class Notice  
20 accordingly so that all reference to the transmission of any uncashed class  
21 member settlement checks to the California Controller's Unclaimed Property  
22 Fund is deleted and the Class Notice shall include reference to the distribution to  
23 the designated cy pres beneficiary. The parties may elect to do the same with the  
24 uncashed PAGA settlement checks. The Class Notice should also specify that  
25 any uncashed funds will be disbursed to the cy pres beneficiary if not cashed  
26 within 180 days from the postmark date of issuance.

21 **WHEREAS**, in response to the Court's concern, the Parties have met and conferred and have  
22 selected The Justice Gap Fund ("JGF") maintained by The State Bar of California as the recipient of  
23 unclaimed settlement residuals pursuant to Code of Civil Procedure section 384.

24 **NOW THEREFORE, IT IS HEREBY STIPULATED** by the Parties, through their counsel  
25 of record, as follows: The Settlement Administrator will transmit the funds represented by any Individual  
26 Settlement Payment checks and/or Individual PAGA Payments checks that are returned as undeliverable  
27 or remaining un-cashed for more than one hundred and eighty (180) calendar days after issuance to JGF,  
28 the cy pres beneficiary pursuant to California Code of Civil Procedure § 384(b).

Attached as **Exhibit A** is a true and correct copy of the amended Notice of Class Action Settlement, which identifies JGF as the cy pres recipient of unclaimed residuals.

**IT IS SO STIPULATED.**

**PLAINTIFF**

Dated: 7/2/2025

DocuSigned by:  
  
0D3DDEC2EA304E8...  
Christopher Lopez

**DEFENDANTS RIO GRILL, INC.; RIO  
RESTAURANTS CORPORATION;  
DOWNTOWN DINING, INC.; AND TARPY'S  
ROADHOUSE, LLC; MONTRIO, LLC**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Kenneth Donkersloot, President

Attached as **Exhibit A** is a true and correct copy of the amended Notice of Class Action Settlement, which identifies JGF as the cy pres recipient of unclaimed residuals.

**IT IS SO STIPULATED.**

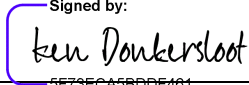
**PLAINTIFF**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Christopher Lopez

**DEFENDANTS RIO GRILL, INC.; RIO  
RESTAURANTS CORPORATION;  
DOWNTOWN DINING, INC.; AND TARPY'S  
ROADHOUSE, LLC; MONTRIO, LLC**

Dated: 7/2/2025  
\_\_\_\_\_

Signed by:  
  
\_\_\_\_\_  
Kenneth Donkersloot, President

# Exhibit A

Lopez vs. Rio Grill, Inc., No. 24CV001342  
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF MONTEREY  
NOTICE OF CLASS ACTION SETTLEMENT

*You are not being sued. This notice affects your rights. Please read it carefully*

***Si desea una traducción al Español de este Aviso, por favor llame al administrador al \*\*\*-\*\*\*-\*\*\*\****

- To: All persons who worked for Defendants Rio Grill, Inc.; Rio Restaurants Corporation; Downtown Dining, Inc.; and Tarp’s Roadhouse, LLC; Montrieo, LLC (“Defendants”) as non-exempt, hourly paid employees in the State of California at any time during the period from March 29, 2020 through May 5, 2025 (“Class Members”).
- All persons who worked for Defendants as non-exempt, hourly paid employees in the State of California at any time during the period from May 17, 2023 through May 5, 2025 (“PAGA Members”).

On \_\_\_\_\_, the Honorable Carrie M. Panetta of the Monterey County Superior Court granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Defendants’ records indicate that you are a Class Member, and therefore entitled to a payment from the settlement.**

**Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund.** The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at \_:00 \_m. on \_\_\_\_\_, 2025 in Department 14 of the Monterey County Superior Court located at 1200 Aguajito Rd, Monterey, California 93940.

Please also note that the Final Approval Hearing may be rescheduled by the Court to another date and/or time. Please visit [settlement website] for any scheduling changes.

If you move, you must send the Settlement Administrator your new address; otherwise, you may never receive your settlement payment. It is your responsibility to keep a current address on file with the Settlement Administrator.

**SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

|                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                 |
|----------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>You Don’t Have to Do Anything to Participate in the Settlement</b>      | If you do nothing, you will be deemed a “Participating Class Member,” and will be eligible for a payment from the Net Settlement Fund and, if you are also a PAGA Member, the PAGA Fund. In exchange, you will be bound by the terms of the proposed Settlement and give up your right to assert wage and hour claims against Defendants based on the same facts alleged in the Action during the Class Period. |
| <b>You Can Opt-out of the Class Settlement but not the PAGA Settlement</b> | If you don’t want to participate in the proposed class settlement, you can opt-out of the class settlement by sending the Settlement Administrator a written Request for Exclusion. Once excluded, you will no longer be eligible for a payment from the Net Settlement Fund and will not be bound by the terms of the proposed class settlement.                                                               |
| <b>The Opt-out Deadline is [DATE]</b>                                      | You cannot opt-out of the PAGA portion of the proposed Settlement. PAGA Members remain eligible to receive a payment from the PAGA Fund and must give up their rights to pursue PAGA penalty claims against Defendants based on the facts alleged in the Action during the PAGA Period.                                                                                                                         |

|                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</b></p> <p><b>Written Objections Must be Submitted by [DATE]</b></p> | <p>All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed class settlement, but not the PAGA settlement.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <p><b>You Can Participate in the [DATE] Final Approval Hearing</b></p>                                                                                                | <p>The Court’s Final Approval Hearing is scheduled to take place on [DATE] in Department 14 of the Monterey County Superior Court located at 1200 Aguajito Rd, Monterey, California 93940. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing.</p> <p>If the Court grants final approval of the Settlement despite your objection, you will receive a payment from the Net Settlement Fund and you will be bound by the terms of the Settlement and Release.</p> |

### **Summary of the Litigation**

Plaintiff Christopher Lopez, on his behalf and on behalf of other current and former non-exempt employees, alleges that Defendants violated California state labor laws as a result of their alleged failure to, among other things: (1) pay minimum and overtime wages to employees for all hours worked; (2) provide employees with meal and rest breaks; (3) timely pay all wages owed to employees during each pay period and upon termination of their employment; and (4) provide employees with accurate, itemized wage statements.

After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. On March 3, 2025, the parties participated in a mediation with the Hon. Howard R. Broadman (Ret.), Esq., an experienced and well-respected class action mediator. With Judge Broadman’s guidance, the parties were able to negotiate a complete settlement of Plaintiff’s claims.

Counsel for Plaintiff, and the attorneys appointed by the Court to represent the class, Capstone Law APC (“Class Counsel”), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Defendants have denied, and continue to deny the factual and legal allegations in the case and believe that they have valid defenses to Plaintiff’s claims. By agreeing to settle, Defendants are not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Defendants have agreed to settle the case as part of a compromise with Plaintiff.

### **Summary of The Proposed Settlement Terms**

Plaintiff and Defendants have agreed to settle the underlying class claims in exchange for a Gross Settlement Amount of \$425,000. This amount is inclusive of: (1) individual settlement payments to all Participating Class Members; (2) a Class Representative Enhancement Payment of \$10,000 to Christopher Lopez for his services on behalf of the class, and for a release of all claims arising out of his employment with Defendants; (3) \$141,667 in attorneys’ fees and up to \$\_ in litigation costs and expenses; (4) a \$20,000 settlement of claims under the Labor Code Private Attorneys General Act of 2004 (“PAGA”), inclusive of a \$15,000 payment to the California Labor and Workforce Development Agency (“LWDA”) in connection with the PAGA, and a \$5,000 payment (“PAGA Fund”) to all PAGA Members; and (5)

**Questions? Contact the Settlement Administrator toll free at 1-\*\*\*-\*\*\*-\*\*\*\***

reasonable Settlement Administrator's fees and expenses currently estimated at \$\_. After deducting the above payments, a total of approximately \$\_ will be allocated to Class Members who do not opt out of the Settlement Class ("Net Settlement Fund"). Additionally, all PAGA Members will receive a proportional share of the \$5,000 PAGA Fund, regardless whether they opt out of the Settlement Class.

**Payments from Net Settlement Fund.** Defendants will calculate the total number of Workweeks worked by each Class Member from March 29, 2020 through May 5, 2025 ("Class Period") and the aggregate total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member's estimated share of the Net Settlement Fund, the Settlement Administrator will use the following formula: The Net Settlement Fund will be divided by the aggregate total number of Workweeks during the Class Period, resulting in the "Workweek Value." Each Class Member's share of the Net Settlement Fund will be calculated by multiplying each individual Class Member's total number of Workweeks by the Workweek Value. The Individual Settlement Payment will be reduced by any required deductions for each Class Members as specifically set forth herein, including employee-side tax withholdings or deductions. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Class Member's share of the Net Settlement Fund according to the number of Workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Fund.

According to Defendants' records, you worked during the Class Period in a non-exempt position for a total of \_\_\_\_ Workweeks. Accordingly, your estimated payment from the Net Settlement Fund is approximately \$\_\_\_\_\_.

**Payments from PAGA Fund.** Defendants will calculate the total number of Workweeks worked by each PAGA Member from May 17, 2023 through May 5, 2025 ("PAGA Period") and the aggregate total number of Workweeks worked by all PAGA Members during the PAGA Period. To determine each PAGA Member's estimated share of the PAGA Fund, the Settlement Administrator will use the following formula: The PAGA Fund will be divided by the aggregate total number of Workweeks during the PAGA Period, resulting in the "PAGA Workweek Value." Each PAGA Member's share of the PAGA Fund will be calculated by multiplying each individual PAGA Member's total number of Workweeks by the PAGA Workweek Value. A Request for Exclusion does not exclude a PAGA Member from the release of claims under California Labor Code §§ 2698, *et seq.* and the PAGA Member will receive their portion of the PAGA fund even if he/she/they submits a valid Request for Exclusion.

According to Defendants' records, you worked during the PAGA Period in a non-exempt position for a total of \_\_\_\_ Workweeks. Accordingly, your estimated payment from the PAGA Fund is approximately \$\_\_\_\_\_.

**Your Estimated Payment:** Based on the above, your estimated payment from the settlement is approximately \$\_\_\_\_\_. If you believe the Workweek information provided above is incorrect, please contact the Settlement Administrator to dispute the calculation. You must attach all documentation in support of your dispute (such as check stubs, W2s, or letters from HR). All disputes must be postmarked or faxed on or before [insert date of Response Deadline] and must be sent to:

Settlement Administrator  
c/o \_\_\_\_\_  
Fax No. \_\_\_\_\_

If you dispute the information stated above, Defendants' records will control unless you are able to provide documentation that establishes otherwise.

**Taxes on Settlement Payments.** IRS Forms W-2 and 1099 will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this

**Questions? Contact the Settlement Administrator toll free at 1-\*\*\*-\*\*\*-\*\*\*\***

settlement, 10% of each settlement payment will be allocated as wages for which IRS Forms W-2 will be issued, and 90% will be allocated as non-wages for which IRS Forms 1099-MISC will be issued. Payments issued to PAGA Members from the PAGA Fund will be treated as non-wages for which IRS Forms 1099-MISC will be issued.

### **Your Options Under the Settlement**

#### **Option 1 – *Automatically Receive a Payment from the Settlement***

If you want to receive your payment from the settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court. Funds represented by any Individual Settlement Payment checks and/or Individual PAGA Payments checks that are returned as undeliverable, or remaining un-cashed for more than 180 calendar days after issuance, will be tendered to the settlement's cy pres beneficiary, The Justice Gap Fund maintained by The State Bar of California.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. In addition, on the date on which Defendants fully fund the Gross Settlement Amount, you will be deemed to have released or waived the Released Class Claims, and if you are also a PAGA Member, the Released PAGA Claims:

**Released Class Claims:** 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).

**Released PAGA Claims:** 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.

#### **Option 2 – *Opt Out of the Settlement***

If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement. The written request for exclusion must include your name, signature, address, telephone number, and last four digits of your Social Security Number. Sign, date, and mail the request for exclusion by First Class U.S. Mail or equivalent, to the address below.

Settlement Administrator

c/o \_\_\_\_\_  
\_\_\_\_\_

The Request for Exclusion must be postmarked or faxed not later than \_\_\_\_\_, 2025. If you submit a Request for Exclusion which is not postmarked or faxed by \_\_\_\_\_, 2025, your Request for Exclusion will be rejected, and you will be included in the settlement class.

**Questions? Contact the Settlement Administrator toll free at 1-\*\*\*-\*\*\*-\*\*\*\***

If you choose **Option 2**, you will no longer be a Class Member, and you will:

- Not Receive a Payment from the Net Settlement Fund.
- Not release the Released Class Claims.
- If you are a PAGA Member, you will still release the Released PAGA Claims, and will receive a payment from the PAGA Fund.

**Option 3 – Object to the Settlement**

If you decide to object to the settlement because you find it unfair or unreasonable, you may submit a written objection stating why you object to the settlement, or you may instead appear at the Final Approval Hearing to object to the Settlement. Written objections must provide: (1) your full name, signature, address, and telephone number, (2) a written statement of all grounds for the objection accompanied by any legal support for such objection; (3) copies of any papers, briefs, or other documents upon which the objection is based; and (4) a statement about whether you intend to appear at the Fairness Hearing. The objection must be mailed to the administrator at [administrator's address].

All written objections must be received by the administrator by not later than \_\_\_\_\_ 2025. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

You may also, if you wish, appear at the Final Approval Hearing set for \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m. in the Superior Court of the State of California, for the County of Monterey and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

If you choose **Option 3**, you will still be entitled to the money from the settlement. If the Court overrules your objection, you will be deemed to have released the Released Class Claims and Released PAGA Claims.

**Additional Information**

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case. All inquiries by Class Members regarding this Class Notice and/or the settlement should be directed to the Settlement Administrator or Class Counsel.

Raul Perez  
**Capstone Law APC**  
1875 Century Park E., Suite 1000  
Los Angeles, CA 90067  
Phone: Number

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANTS' ATTORNEYS WITH INQUIRIES.

**Questions? Contact the Settlement Administrator toll free at 1-\*\*\*-\*\*\*-\*\*\*\***