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13
14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF LOS ANGELES**

16 JASMIN ORTEGA and JULIETA
17 HERNANDEZ, Individually and on behalf of all
others similarly situated,

18 Plaintiffs,

19 vs.

20 CARSON WILD WINGS, LLC, a California
Limited Liability Company; PCF
21 RESTAURANT MANAGEMENT, LLC, a
California Limited Liability Company;
KOREATOWN WILD WINGS, LLC, a
22 California Limited Liability Company;
BALDWIN HILLS WILD WINGS, LLC a
23 California Limited Liability Company;
TORRANCE WILD WINGS, LLC, a
24 California Limited Liability Company; TA
RESTAURANT GROUP, LLC, a California
25 Limited Liability Company; KARIM WEBB, an
Individual; and EDWARD BARNETT II, an
26 individual; and Does 8 through 25, Inclusive,

27 Defendants.
28

FILED
Superior Court of California
County of Los Angeles

SEP 10 2025

David W. Slayton, Executive Officer/Clerk of Court

By: T. Lewis, Deputy

Case No. BC677389

Assigned to the Hon. David S. Cunningham III

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

Date: September 10, 2025

Time: 10:00 a.m.

Place: Department 11

Complaint Filed: September 26, 2017

Trial Date: None Set

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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 Class Representative Enhancement Payments (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 Amended Joint Stipulation of Class Action and PAGA Settlement and Release ("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, the Court finds that the settlement was reached following meaningful discovery and investigation conducted by

1 Plaintiffs' Counsel; that the settlement is the result of serious, informed, adversarial, and arm's-length
2 negotiations between the Parties; and that the terms of the settlement are in all respects fair, adequate, and
3 reasonable.

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

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

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

25 10. Final approval shall be with respect to: All persons who were employed by Defendants
26 Carson Wild Wings, LLC, Torrance Wild Wings, LLC, Baldwin Hills Wild Wings, LLC, PCF Restaurant
27 Management, LLC, and Koreatown Wild Wings, LLC ("Defendants") in the State of California in non-
28 exempt positions at any time during the period from September 26, 2014 through December 16, 2023.

1 11. Plaintiffs Jasmin Ortega and Julieta Hernandez are adequate and suitable representatives
2 and are hereby appointed the Class Representatives for the Settlement Class. The Court finds that
3 Plaintiffs' investment and commitment to the litigation and its outcome ensured adequate and zealous
4 advocacy for the Settlement Class, and that their interests are aligned with those of the Settlement Class.

5 12. The Court hereby awards Plaintiffs Class Representative Enhancement Payments of
6 \$5,000, each, for Plaintiffs' service on behalf of the Settlement Class, and General Release Payments of
7 \$5,000, each, for providing Defendants general releases of all claims arising out of their employment.

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

13 14. The settlement of civil penalties under PAGA in the amount of \$60,000 is hereby
14 approved. Seventy-Five Percent (75%), or \$45,000, shall be paid to the California Labor and Workforce
15 Development Agency. The remaining Twenty-Five Percent (25%), or \$15,000, will be paid to PAGA
16 Members.

17 15. The Court hereby awards \$233,333 in attorneys' fees and \$92,009.31 in costs and
18 expenses to Class Counsel. The Court finds that the requested award of attorneys' fees is reasonable for a
19 contingency fee in a class action such as this; i.e., one-third of the common fund created by the settlement.
20 Counsel have also established the reasonableness of the requested award of attorneys' fees via their
21 lodestar crosscheck, and the Court finds that the hours billed and hourly rates are reasonable.

22 16. The Court approves settlement administration costs and expenses in the amount of
23 \$19,500 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 and
28 Judgment shall be forever binding on all Participating Class Members. These Participating Class Members

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

3 All claims, rights, demands, liabilities, and causes of action based on the facts
4 alleged in the operative Complaint that Defendants allegedly: (a) failed to pay
5 overtime wages at the regular rate of pay; (b) failed to provide meal periods; (c)
6 failed to authorize and permit rest periods; (d) failure to issue wage statements in
7 compliance with Labor Code section 226(a); (e) failed to pay appropriate
overtime/all wages due; and (f) based on the preceding allegations, engaged in
unfair and unlawful business practices in violation of California Business &
Professions Code §§ 17200, *et seq.*

8 18. Additionally, all PAGA Members and the LWDA have released and forever discharged
9 the Released Parties for any and all Released PAGA Claims during the PAGA Period:

10 All claims for civil penalties under California Labor Code §§ 2698, *et seq.*, that
11 were brought, or could reasonably have been brought, based on the same facts
12 alleged in Plaintiff Jasmin Ortega's November 16, 2017 notice letter to the
13 LWDA, during the PAGA Period, including claims for PAGA civil penalties for
14 failure to pay all wages earned, failure to pay overtime, failure to minimum wage,
failure to provide meal periods, failure to provide rest periods, failure to provide
accurate wage statements, failure to provide sick pay, failure to reimburse
expenses, and failure to pay wages due upon termination of employment.

15 19. Judgment in this matter is entered in accordance with the above findings.

16 20. Without affecting the finality of the Judgment, the Court shall retain exclusive and
17 continuing jurisdiction over the above-captioned action and the parties under Cal. Civ. Proc. Code § 664.6,
18 including all Participating Settlement Members and PAGA Members, for purposes of enforcing the terms
19 of the Judgment entered herein.

20 21. This document shall constitute a judgment (and separate document constituting said
21 judgment) for purposes of California Rules of Court, Rule 3.769(h). Plaintiffs shall give notice of this
22 Order and Judgment to Class Members, pursuant to rule 3.771 of the California Rules of Court, by posting
23 an electronic copy of this Order and Judgment on the Settlement Administrator's website.

24 22. The Court sets a non-appearance compliance hearing for July 29, 2027, at which time the
25 Court will consider evidence that the distribution process is complete and that a final accounting may be
26 approved. Plaintiffs shall file a declaration from the Settlement Administrator regarding the completion of
27 settlement administration activities no later than July 15, 2027, as well as an amended judgment regarding
28 the distribution of unclaimed residuals to Worksafe.

1 IT IS SO ORDERED, ADJUDGED, AND DECREED.

2
3 Dated:

9/10/25

4 
Hon. David S. Cunningham III
Los Angeles County Superior Court Judge