

David R. Greifinger, Esq. (SBN 105242)
LAW OFFICES OF DAVID R. GREIFINGER
15515 W. Sunset Boulevard, Unit 214
Pacific Palisades, California 90272
Telephone: (424) 330-0193
Facsimile: (831) 920-4864
tracklaw@me.com

Attorneys for Plaintiff,
RICARDO GAUNA

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

RICARDO GAUNA, an individual, and on
behalf of all aggrieved employees,

Plaintiffs,

vs.

MERCADO BUENOS AIRES, INC., a
California corporation; and, DOES 1 through
50, inclusive.

Defendants.

Case No. 21STCV38369

Hon. Stephanie M. Bowick, Dept. 19

**NOTICE OF ORDERS APPROVING
THE PARTIES' PAGA SETTLEMENT
AGREEMENT AND OSC HEARING
RE: ENTRY OF JUDGMENT**

Date: July 20, 2022

Time: 8:30 a.m.

Dept.: 19

Complaint filed: October 18, 2021

Trial Date: None Set

TO THE COURT, ALL PARTIES, AND THEIR COUNSEL OF RECORD HEREIN:

PLEASE TAKE NOTICE that on June 10, 2022, Hon. Stephanie Bowick issued an
Order Granting Leave to Seek Court Approval of PAGA Settlement by Stipulation and
Order, attached hereto as EXHIBIT 1.

PLEASE TAKE FURTHER NOTICE that on June 10, 2022, Hon. Stephanie
Bowick issued an Order Approving The Parties' PAGA Settlement Agreement, attached
hereto as EXHIBIT 2. On the same date, Hon. Stephanie Bowick issued a Court Order
Approving The Parties' PAGA Settlement Agreement, attached hereto as EXHIBIT 3.

PLEASE TAKE FURTHER NOTICE that on July 20, 2022 at 8:30 a.m. in

1 Department 19 of the above captioned Court, an Order to Show Cause RE: Entry of
2 Judgment will be held pursuant to Hon. Stephanie Bowick's June 10, 2022 Court Order,
3 attached hereto as EXHIBIT 4.

4 **PLEASE TAKE FURTHER NOTICE** that the July 25, 2022 Order to Show Cause
5 Hearing RE: Approval of Settlement has been vacated.

6 Dated: June 10, 2022

THE LAW OFFICES OF DAVID R. GREIFINGER

7
8 By: 
9 DAVID R. GREIFINGER
10 *Attorneys for Plaintiff*
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EXHIBIT 1

David R. Greifinger, Esq. (SBN 105242)
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 15515 W. Sunset Boulevard, Unit 214
 Pacific Palisades, California 90272
 Telephone: (424) 330-0193
 Facsimile: (831) 920-4864
 tracklaw@me.com

Attorneys for Plaintiff, Ricardo Gauna

FILED
 Superior Court of California
 County of Los Angeles
06/10/2022

Sherri R. Carter, Executive Officer / Clerk of Court
 By: R. Duarte Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 COUNTY OF LOS ANGELES**

RICARDO GAUNA, an individual, and on
 behalf of all aggrieved employees,

Plaintiff,

vs.

MERCADO BUENOS AIRES, INC., a
 California corporation; PAUL RODRIGUEZ,
 an individual; and DOES 1 through 50
 inclusive.

Defendants.

Case No. 21STCV38369

Assigned for all purposes to:
 Hon. Stephanie M. Bowick
 Dept.: 19

**JOINT NOTICE OF SETTLEMENT
 AND STIPULATION RE COURT
 APPROVAL OF PAGA SETTLEMENT;
~~Proposed~~ ORDER GRANTING LEAVE
 TO SEEK COURT APPROVAL OF
 PAGA SETTLEMENT BY
 STIPULATION AND ORDER**

Complaint filed: October 18, 2021
 Trial Date: None Set

WHEREAS, on February 17, 2021, Plaintiff RICARDO GAUNA submitted his
 Notice Letter under the Private Attorney Generals Act, Labor Code section 2698, et. seq.
 ("PAGA") to Defendants and the LWDA alleging the following violations at Defendants'
 restaurant, Mercado Buenos Aires (the Restaurant); (1) Failure to Pay Overtime
 Compensation and Liquidated Damages (Lab. Code, §§ 510, 1194, 1194.2, and 1198); (2)
 Failure to Provide Meal Periods (Lab. Code, §§ 226.7 and 512, and Cal. Code Regs. tit. 8, §
 11050); (3) Failure to Provide Rest Periods (Lab. Code, §§ 226.7 and 512, and Cal. Code
 Regs. tit. 8, § 11050); (4) Failure to Provide Itemized Statements (Lab. Code, § 226); (5)

1 Conversion—Improper Receipt and Distribution of Gratuities (Lab. Code, § 351); (6)
2 Failure to Provide Adequate Seating (Lab. Code, § 1198); (7) Failure to Pay Wages Upon
3 Termination of Employment (Lab. Code, § 203]; and (8) Violation of Labor Code section
4 558; and

5 WHEREAS, on April 26, 2021, for the purposes of pursuing an early settlement, the
6 parties entered into a tolling agreement under which the statute of limitations commencing
7 on April 26, 2021, and continuing until 30 days after counsel for one of the Parties to this
8 Agreement provided to the other Party written notice of cancellation of the agreement ,the
9 statute of limitations applicable to any and all of the claims by Plaintiff, on behalf of
10 himself and all aggrieved employees (collectively the “Tolled Claims”) were be tolled and
11 suspended; and

12 WHEREAS, prior to the filing of the complaint the parties engaged in extensive
13 informal discovery with respect to the PAGA claims; and

14 WHEREAS, Defendants provided confidential financial information regarding the
15 Restaurant; and

16 WHEREAS, on October 18, 2021, Plaintiff filed a complaint against Defendants
17 alleging wrongful conduct described in Paragraph 1, above, including violations of the
18 Labor Code and seeking penalties under PAGA on behalf of all aggrieved employees; and

19 WHEREAS, Plaintiffs have ascertained through their discovery that they are 121
20 potential aggrieved employees; and

21 WHEREAS, Plaintiffs and their counsel have considered Defendant’s defenses to
22 the PAGA claims and the financial condition of the Restaurant; and

23 WHEREAS, the parties desire to settle the PAGA claims in an economically
24 sensible manner for all concerned; and

25 WHEREAS, the parties have agreed to settle the PAGA claims alleged in the
26 complaint for a gross amount of \$20,000, with 75 percent of the PAGA Penalties Fund of
27 \$12,550 (\$9,412.50) payable to the Labor and Workforce Development Agency (LWDA)
28

1 and 25 percent (\$3,137.50) payable to the aggrieved employees prorated based on their
2 numbers of work weeks, subject to the court's approval.

3 NOW THEREFORE the parties ask, in the interest of promptly and economically
4 resolving the PAGA claims, that the court permit them to seek court approval of this PAGA
5 settlement by stipulation in lieu of a noticed motion.

6 IT IS SO STIPULATED.

7
8 Dated: January 7, 2022

THE LAW OFFICES OF DAVID R. GREIFINGER

9
10 By: David Greifinger
11 DAVID R. GREIFINGER
12 Attorneys for Plaintiff

13
14 Dated: January 7, 2022

RAINES FELDMAN LLP

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16 By: [Signature]
17 RICARDO ROZEN
18 Attorneys for Defendant
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~~[Proposed]~~ ORDER

Having reviewed the parties' joint stipulation and good cause being shown, the court hereby orders that the parties may seek approval of their PAGA settlement by stipulation and proposed order.

Counsel for Plaintiff to give notice.

IT IS SO ORDERED

Dated: 06/10/2022



Hon. Stephanie M. Bowick
Judge of the Superior Court

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I am employed in the State of California, County of Los Angeles. I am over the age
4 of 18 and not a party to the within lawsuit; my business address is 15515 W. Sunset
Boulevard, Unit 214, Pacific Palisades, CA 90272.

5 On **January 11, 2022**, I served the foregoing document described as **JOINT**
6 **NOTICE OF SETTLEMENT AND STIPULATION RE COURT APPROVAL OF**
7 **PAGA SETTLEMENT; [Proposed] ORDER GRANTING LEAVE TO SEEK COURT**
8 **APPROVAL OF PAGA SETTLEMENT BY STIPULATION AND ORDER**
on the interested parties in this action by placing [X] a true copy thereof on:

9 Lauren J. Katunich
Ricardo Rozen
RAINES FELDMAN LLP
10 1800 Avenue of the Stars, 12th Fl.
Los Angeles, CA 90067
11 lkatunich@raineslaw.com
12 rrozen@raineslaw.com
13 *Attorneys for Defendants Mercado Buenos*
Aires, Inc and Paul Rodriguez

- 14
- 15 [] (BY MAIL): as follows: I deposited the envelopes for mailing in the ordinary
16 course of business at Los Angeles County, California. I am "readily familiar"
17 with this firm's practice of collection and processing correspondence for mailing.
Under that practice, the sealed envelopes are deposited with the U.S. Postal
Service that same day in the ordinary course of business, with postage thereon
18 fully prepaid at Los Angeles County, California.
- 19 [] (BY OVERNIGHT DELIVERY): as follows: I am "readily familiar" with this
20 firm's practice of collection and processing correspondence for overnight
delivery. Under that practice, overnight packages are enclosed in a sealed
envelope with a packing slip attached thereto fully prepaid. The packages are
picked up by the carrier at our offices or delivered by our office to a designated
collection site.
- 21 [X] BY E-MAIL: I hereby certify that this document was served from Los Angeles
22 County, 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.

23 I declare under penalty of perjury under the laws of the State of California that the
24 foregoing is true and correct.

25 Executed on **January 11, 2022**, at Los Angeles County, California.

26 David R. Greifinger, Esq.

27 Type or Print Name

26 David Greifinger

27 Signature

EXHIBIT 2

David R. Greifinger, Esq. (SBN 105242)
LAW OFFICES OF DAVID R. GREIFINGER
15515 W. Sunset Boulevard, Unit 214
Pacific Palisades, California 90272
Telephone: (424) 330-0193
Facsimile: (831) 920-4864
tracklaw@me.com

FILED
Superior Court of California
County of Los Angeles
06/10/2022
Sherri R. Carter, Executive Officer / Clerk of Court
By: R. Duarte Deputy

Attorneys for Plaintiffs, Ricardo Gauna

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

RICARDO GAUNA, an individual, and on
behalf of all aggrieved employees,

Plaintiff,

vs.

MERCADO BUENOS AIRES, INC., a
California corporation; PAUL RODRIGUEZ,
an individual; and DOES 1 through 50
inclusive.

Defendants.

Case No. 21STCV38369

Assigned for all purposes to:
Hon. Stephanie M. Bowick
Dept.: 19

**~~Proposed~~ ORDER APPROVING
PARTIES' PAGA SETTLEMENT
AGREEMENT**

Complaint filed: October 18, 2021
Trial Date: None Set

1. The court has received and considered the application of Plaintiff Ricardo Gauna ("Plaintiff"), as an aggrieved employee acting as private attorney general under the Private Attorneys General Act of 2004, Labor Code sections §§ 2698, et seq. ("PAGA"), for approval of the Parties' Joint Stipulation of PAGA Representative Action Settlement ("PAGA Settlement Agreement"). **GOOD CAUSE** having been shown, the court hereby approves the Parties' PAGA Settlement Agreement.

2. This Order hereby adopts and incorporates by reference the terms and conditions of the PAGA Settlement Agreement.

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

1 4. The court has considered all relevant factors for determining the fairness of the PAGA
2 Settlement Agreement and has concluded that all those factors weigh in favor of approving the PAGA
3 Settlement Agreement. In particular, the court finds that the settlement was reached following
4 meaningful discovery and investigation conducted by Plaintiff; that the PAGA Settlement Agreement is
5 the result of serious, informed, adversarial, and arm's-length negotiations between the parties; and that
6 the penalties obtained are genuine and meaningful.

7 5. Accordingly, the court hereby approves the settlement as set forth in the PAGA
8 Settlement Agreement and expressly finds that the settlement is, in all respects, fair, reasonable, adequate
9 and hereby directs implementation of all remaining terms, conditions, and provisions of the PAGA
10 Settlement Agreement.

11 6. The PAGA Settlement Agreement is not an admission by Defendants, nor is this Order a
12 finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the
13 PAGA Settlement Agreement, nor any document referred to herein, nor any action taken to carry out the
14 PAGA Settlement Agreement, may be construed as, or may be used as, an admission of any fault,
15 wrongdoing, omission, concession, or liability whatsoever by or against Defendant.

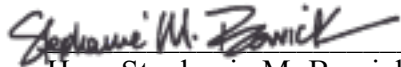
16 7. The Court approves Service Enhancement Awards of \$1,000, to Plaintiff Ricardo
17 Gauna.

18 8. The Court shall retain exclusive and continuing jurisdiction over the above-captioned
19 action and the Parties for purposes of enforcing the terms of the Settlement Agreement.
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21 **IT IS SO ORDERED.**

Counsel for Plaintiff to give notice.

22 06/10/2022
23 Dated: _____



Hon. Stephanie M. Bowick
Judge of the Superior Court

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

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 lawsuit; my business address is 15515 W. Sunset Boulevard, Unit 214, Pacific Palisades, CA 90272.

On **February 17, 2022**, I served the foregoing document described as **[Proposed] ORDER APPROVING PARTIES' PAGA SETTLEMENT AGREEMENT** on the interested parties in this action by placing ☒ a true copy thereof on:

Lauren J. Katunich	Labor and Workforce Development
Ricardo Rozen	Agency
RAINES FELDMAN LLP	(By Posting on the LWDA PAGA
1800 Avenue of the Stars, 12th Fl.	Website)
Los Angeles, CA 90067	
lkatunich@raineslaw.com	
rrozen@raineslaw.com	
<i>Attorneys for Defendants Mercado</i>	
<i>Buenos Aires, Inc and Paul Rodriguez</i>	

- ☐ (BY MAIL): as follows: I deposited the envelopes for mailing in the ordinary course of business at Los Angeles County, California. I am "readily familiar" with this firm's practice of collection and processing correspondence for mailing. Under that practice, the 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 County, California.
- ☐ (BY OVERNIGHT DELIVERY): as follows: I am "readily familiar" with this firm's practice of collection and processing correspondence for overnight delivery. Under that practice, overnight packages are enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are picked up by the carrier at our offices or delivered by our office to a designated collection site.
- ☒ BY E-MAIL: I hereby certify that this document was served from Los Angeles County, 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.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **February 17, 2022**, at Los Angeles County, California.

David R. Greifinger, Esq.

Type or Print Name

Signature

EXHIBIT 3

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Stanley Mosk Courthouse, Department 19

21STCV38369

**RICARDO GAUNA vs MERCADO BUENOS AIRES, INC., A
CALIFORNIA CORPORATION, et al.**

June 10, 2022

10:12 AM

Judge: Honorable Stephanie M. Bowick
Judicial Assistant: Richard Duarte
Courtroom Assistant: Calvin Lam

CSR: None
ERM: None
Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): No Appearances

For Defendant(s): No Appearances

NATURE OF PROCEEDINGS: Court Order

RULING

After consideration of the “Joint Notice of Settlement and Stipulation Re Court Approval of PAGA Settlement” and declaration of David Greifinger filed on February 17, 2022, the Court APPROVES the PAGA Settlement reached between Plaintiff and Defendant Mercado Buenos Aires, Inc. and attached to the declaration of David Greifinger filed as Exhibit A.

The Court has also considered the “Request for Court to Retain Jurisdiction to Enforce settlement Under Code of Civil Procedure Section 664.6” filed on April 25, 2022, and the Court grants the request.

Lastly, all DOE defendants have been dismissed.

Accordingly, the Court signs the [Proposed] Order filed on February 17, 2022.

However, the [Proposed] Judgment filed on February 17, 2022, is incomplete and needs to be revised to include the pertinent terms of the settlement. The mere reference to the order and stipulation is improper. The judgment document needs to be a standalone document. Plaintiff is ordered to submit a revised proposed judgment within 10 (ten) court days.

The Court sets a hearing on Order to Show Cause Re: Entry of Judgment for July 20, 2022, at 8:30 a.m.

Counsel for Plaintiff to give notice.

STATEMENT OF THE CASE

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Stanley Mosk Courthouse, Department 19

21STCV38369

**RICARDO GAUNA vs MERCADO BUENOS AIRES, INC., A
CALIFORNIA CORPORATION, et al.**

June 10, 2022

10:12 AM

Judge: Honorable Stephanie M. Bowick
Judicial Assistant: Richard Duarte
Courtroom Assistant: Calvin Lam

CSR: None
ERM: None
Deputy Sheriff: None

This is an employment dispute case. Plaintiff Ricardo Gauna (“Plaintiff”) brings suit against Defendant Mercado Buenos Aires, Inc., and Paul Rodriguez (collectively, “Defendants”) alleging the following causes of action:

1. Failure To Pay Reporting Time Wages and Liquidated Damages [Cal. Lab. Code § 1198 And 8 Cal. Code Regs. §11050];
2. Failure To Provide Meal Periods [Cal. Lab. Code §§ 226.7 And 512, And 8 Cal. Code Regs. §§ 11050];
3. Failure To Provide Rest Periods [Cal. Lab. Code §§ 226.7 And 512, And 8 Cal. Code Regs. §§ 11050];
4. Failure To Provide Itemized Statements and Maintain Accurate Payroll Records [Cal. Lab. Code §§ 226(A), 1174(D), And 1198];
5. Conversion - Improper Receipt and Distribution of Gratuities [Cal. Lab. Code § 351];
6. Failure To Provide Adequate Seating [Cal. Lab. Code § 1198];
7. Failure To Pay Wages Upon Termination of Employment [Cal. Lab. Code § 203];
8. Violation Of California Labor Code § 558;
9. Unfair Competition [Cal. Bus. & Prof. Code §§ 17200 Et Seq.]; and
10. Civil Penalties for Violations of The California Labor Code, Pursuant to The Private Attorneys General Act [Cal. Lab. Code §§ 2698, Et Seq.]

Plaintiff alleges he was jointly employed by Defendants from about April 2018 to March 14, 2020 and that, during his employment, Defendants violated various provisions of the Labor Code. (See Compl., ¶ 3, 22-39.)

On December 20, 2021, Defendant Paul Rodriguez was dismissed.

On February 17, 2022, Plaintiff filed the instant “Joint Notice of Settlement and Stipulation Re Court Approval of PAGA Settlement” (the “Stipulation”) along with a declaration of David Greifinger, a [Proposed] Order and a [Proposed] Judgment. Plaintiff seeks approval of the PAGA Settlement reached between Plaintiff and Defendant Mercado Buenos Aires, Inc. (the “Settlement Agreement”) and attached to the declaration of David Greifinger filed as Exhibit A.

DISCUSSION

A. Procedural Prerequisite

Pursuant to Labor Code section 2699, subdivision (l)(2), “[t]he proposed settlement shall be

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Stanley Mosk Courthouse, Department 19

21STCV38369

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CALIFORNIA CORPORATION, et al.**

June 10, 2022

10:12 AM

Judge: Honorable Stephanie M. Bowick
Judicial Assistant: Richard Duarte
Courtroom Assistant: Calvin Lam

CSR: None
ERM: None
Deputy Sheriff: None

submitted to the agency [the Labor and Workforce Development Agency (“LWDA”)] at the same time that it is submitted to the court.” (Labor Code, § 2699(1)(2).)

The proof of service attached to the Stipulation indicates that the Stipulation, which sets forth the terms of the proposed settlement, was submitted to the LWDA at the same time it was submitted to the Court.

B. Legal Standard and Analysis

“The superior court shall review and approve any settlement of any civil action filed pursuant to [PAGA].” (Lab. Code, § 2699(1)(2).) When reviewing PAGA settlements, the trial court should “ensure[] that any negotiated resolution is fair to those affected.” (Williams v. Superior Court (2017) 3 Cal.5th 531, 549 (citing Lab. Code, § 2699(1)(2)).) However, there is no set standard a trial court must follow when approving such settlements and may exercise its discretion to approve a settlement that is fair, adequate, and reasonable. (See Lab. Code, § 2699(e); Nordstrom Com. Cases (2010) 186 Cal.App.4th 576, 589-590; Haralson v. U.S. Aviation Services Corp. (N.D. Cal. 2019) 383 F.Supp.3d 959, 971 [“[N]either the California legislature, nor the California Supreme Court, nor the California Courts of Appeal, nor the LWDA has provided any definitive answer as to what the appropriate standard is for approval of a PAGA settlement].”)

Given the dearth of California case authority on the issue, the Court looks to federal district court cases for guidance on court approval of PAGA settlements. Federal district court cases have concluded that any settlement of any civil action filed under PAGA must be “‘fair and adequate in view of the purposes and policies of the statute.’” (Flores v. Starwood Hotels & Resorts Worldwide, Inc. (C.D. Cal. 2017) 253 F.Supp.3d 1074, 1077 (quoting O’Connor v. Uber Technologies, Inc. (N.D. Cal. 2016) 201 F.Supp.3d 1110, 1135).) In Haralson, supra, the court noted that the rationale behind the statute’s court approval requirement is that settlement of PAGA claims compromises a claim that could otherwise be brought by the state. (See Haralson, supra, 383 F.Supp.3d at 971.) The court stated that the LWDA has provided the following guidance: “It is thus important that when a PAGA claim is settled, the relief provided for under the PAGA be genuine and meaningful, consistent with the underlying purpose of the statute to benefit the public and, in the context of a class action, the court evaluate whether the settlement meets the standards of being ‘fundamentally fair, reasonable, and adequate’ with reference to the public policies underlying the PAGA.” (Haralson, supra, 383 F.Supp.3d at 971.) Federal courts have also considered payment of civil penalties as a factor in approval of PAGA settlements. (See Flores, supra, 253 F.Supp.3d at 1077 [federal district court approved PAGA settlement

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Stanley Mosk Courthouse, Department 19

21STCV38369

**RICARDO GAUNA vs MERCADO BUENOS AIRES, INC., A
CALIFORNIA CORPORATION, et al.**

June 10, 2022

10:12 AM

Judge: Honorable Stephanie M. Bowick
Judicial Assistant: Richard Duarte
Courtroom Assistant: Calvin Lam

CSR: None
ERM: None
Deputy Sheriff: None

where court was satisfied that the parties' settlement was "fair and adequate in view of the purposes and policies of the statute" and the parties "adequately divvied up the civil penalties under Section 2699(i) of the California Labor Code."].) However, payment of civil penalties is not dispositive. (See Nordstrom Com. Cases, supra, 186 Cal.App.4th at 589.)

Seventy-five percent of all PAGA penalties must be paid to the LWDA. (See Lab. Code, § 2699(i) ["Except as provided in subdivision (j), civil penalties recovered by aggrieved employees shall be distributed as follows: 75 percent to the Labor and Workforce Development Agency for enforcement of labor laws and education of employers and employees about their rights and responsibilities under this code, to be continuously appropriated to supplement and not supplant the funding to the agency for those purposes; and 25 percent to the aggrieved employees."].) However, courts have discretion to approve settlements that do not allocate any penalty amount. (See Nordstrom Com. Cases, supra, 186 Cal.App.4th at 589). Labor Code section 2699, subdivision (g)(1) provides, in relevant part: "Any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs" (Lab. Code, § 2699(g)(1).)

Here, the Settlement provides that Defendant Mercado Buenos Aires, Inc. will pay a gross settlement amount of \$20,000.00 (the "Gross Settlement Amount"), with \$7,450.00 for PAGA penalties (the "PAGA Penalties Fund"), \$6,600.00 for attorney's fees, \$700.00 in litigation costs and expenses, \$1,000.00 enhancement fee payable to Plaintiff, and \$4,250.00 payable to the Settlement Administrator. (David Greifinger Decl., Ex. A at ¶¶ 11-16.) Seventy-five percent (75%) of the PAGA Penalties Fund will be paid to the LWDA with the remaining twenty-five percent (25%) payable to the aggrieved employees. (Id. at ¶ 12.) The Stipulation states that there are "121 potential aggrieved employees." (Id. at p. 2.)

In the Supplemental Declaration of David Greifinger filed on May 16, 2022, Plaintiff explains that the period covered by the Settlement, February 17, 2020, through the date of entry of the Order and Judgment, (see id. at ¶10), covers only 24 days and 2 pay period. (March 16, 2022 David R. Greifinger Decl., ¶¶ 4-6.)

After consideration of the Stipulation, Settlement Agreement, and the declarations of David Greifinger, the Court finds the settlement amount is fair and adequate in under the circumstances here in view of the purposes and policies of the PAGA statute.

Accordingly, the Court approves the parties' PAGA Settlement Agreement.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Stanley Mosk Courthouse, Department 19

21STCV38369

**RICARDO GAUNA vs MERCADO BUENOS AIRES, INC., A
CALIFORNIA CORPORATION, et al.**

June 10, 2022

10:12 AM

Judge: Honorable Stephanie M. Bowick

Judicial Assistant: Richard Duarte

Courtroom Assistant: Calvin Lam

CSR: None

ERM: None

Deputy Sheriff: None

JOINT NOTICE OF SETTLEMENT AND STIPULATION RE COURT APPROVAL OF
PAGA SETTLEMENT; ORDER GRANTING LEAVE TO SEEK COURT APPROVAL OF
PAGA SETTLEMENT BY STIPULATION AND ORDER is signed and filed this date. A
signed and file stamped copy is available for viewing and printing on www.Lacourt.org.

ORDER APPROVING PARTIES' PAGA SETTLEMENT AGREEMENT is signed and filed
this date. A signed and file stamped copy is available for viewing and printing on
www.Lacourt.org.

Plaintiff to give notice.

Certificate of Mailing is attached.

EXHIBIT 4

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Stanley Mosk Courthouse, Department 19

21STCV38369

**RICARDO GAUNA vs MERCADO BUENOS AIRES, INC., A
CALIFORNIA CORPORATION, et al.**

June 10, 2022

10:16 AM

Judge: Honorable Stephanie M. Bowick

Judicial Assistant: Richard Duarte

Courtroom Assistant: Calvin Lam

CSR: None

ERM: None

Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): No Appearances

For Defendant(s): No Appearances

NATURE OF PROCEEDINGS: Court Order

On the Court's own motion, the Order to Show Cause Re: Approval of Settlement and Entry of Judgment scheduled for 07/25/2022 is advanced to this date and vacated .

Order to Show Cause Re: Entry of Judgment is scheduled for 07/20/22 at 08:30 AM in Department 19 at Stanley Mosk Courthouse.

Plaintiff to give notice.

Certificate of Mailing is attached.

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I am employed in the State of California, County of Los Angeles. I am over the age of 18
4 and not a party to the within lawsuit; my business address is 15515 W. Sunset Boulevard,
Unit 214, Pacific Palisades, California 90272.

5 On **June 10, 2022**, I served the foregoing document described as **NOTICE OF**
6 **ORDERS APPROVING THE PARTIES' PAGA SETTLEMENT AGREEMENT AND**
7 **OSC HEARING RE: ENTRY OF JUDGMENT**
on the interested parties in this action by placing **[X]** a true copy thereof on:

8 Allison S. Wallin
9 Lauren J. Katunich
10 RAINES FELDMAN LLP
11 1800 Avenue of the Stars, 12th Fl.
12 Los Angeles, CA 90067
13 awallin@raineslaw.com
lkatunich@raineslaw.com
Attorneys for Defendants Mercado
Buenos Aires, Inc.

- 14 **[]** (BY MAIL): as follows: I deposited the envelopes for mailing in the ordinary
15 course of business at Los Angeles County, California. I am "readily familiar" with
16 this firm's practice of collection and processing correspondence for mailing. Under
17 that practice, the sealed envelopes are deposited with the U.S. Postal Service that
18 same day in the ordinary course of business, with postage thereon fully prepaid at
19 Los Angeles County, California.
- 20 **[]** (BY OVERNIGHT DELIVERY): as follows: I am "readily familiar" with this
21 firm's practice of collection and processing correspondence for overnight delivery.
Under that practice, overnight packages are enclosed in a sealed envelope with a
packing slip attached thereto fully prepaid. The packages are picked up by the
carrier at our offices or delivered by our office to a designated collection site.
- 22 **[X]** BY EMAIL ONLY: I hereby certify that this document was served from Los
23 Angeles County, California, by e-mail delivery on the parties listed herein at their
24 most recent known e-mail address or e-mail of record in this action.

25 I declare under penalty of perjury under the laws of the State of California that the
26 foregoing is true and correct.

27 Executed on **June 10, 2022** at Los Angeles County, California.

28 Calvin A. Marshall, Esq.

Type or Print Name


Signature