

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,

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 \$7,450 (\$5,587.50) payable to the Labor and Workforce Development Agency (LWDA)  
28

1 and 25 percent (\$1,862.50) 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 27, 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 27, 2022

RAINES FELDMAN LLP

15  
16 By: [Signature]  
17 RICARDO ROZEN  
18 Attorneys for Defendant  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**[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.

**IT IS SO ORDERED**

Dated: \_\_\_\_\_  
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 **February 17, 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  
rrozen@raineslaw.com

Labor and Workforce Development  
Agency  
(By Posting on the LWDA PAGA  
Website)

12 *Attorneys for Defendants Mercado Buenos*  
13 *Aires, Inc and Paul Rodriguez*

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"  
16 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.

17 [ ] (BY OVERNIGHT DELIVERY): as follows: I am "readily familiar" with this  
18 firm's practice of collection and processing correspondence for overnight  
19 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.

20 [ X] BY E-MAIL: I hereby certify that this document was served from Los Angeles  
21 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.

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

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

25 David R. Greifinger, Esq.

26 Type or Print Name

25 David Greifinger  
26 Signature