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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

ERIKA AMAYA, individually, and on behalf
of other aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiffs,

vs.

GRINGO VENTURES, LLC a California
limited liability company; GRINGOS
VENTURES, LLC, an unknown business
entity; DOS GRINGOS, LLC, a California
limited liability company; and DOES 1
through 100, inclusive;

Defendants.

Case No. 37-2023-00043453-CU-OE-CTL

**DECLARATION OF JEAN-CLAUDE
LAPUYADE, ESQ. IN SUPPORT OF
PLAINTIFF'S MOTION TO APPROVE
PAGA SETTLEMENT**

Hearing Date: May 30, 2025

Hearing Time: 9:30 am

Judge: Marcella O. McLaughlin

Dept.: C-72

1 I, JEAN-CLAUDE LAPUYADE, declare as follows:

2 1. I am the managing partner of the law firm of JCL Law Firm, APC, co-lead counsel of
3 record for Plaintiff Erika Amaya in this matter. As such, I am fully familiar with the facts, pleadings
4 and history of the matter. The following facts are within my own personal knowledge, and if called as
5 a witness, I could testify competently to the matters stated herein.

6 2. This declaration is being submitted in support of Plaintiff Erika Amaya's Motion to
7 Approve PAGA Settlement with Defendants Gringo Ventures, LLC, Gringos Ventures, LLC, and Dos
8 Gringos, LLC ("Defendants").

9 3. A true and correct copy of the PAGA Settlement Agreement ("Agreement") is attached
10 hereto as **Exhibit #1**. Attached as **Exhibit "A"** to the Agreement is a true and correct copy of the
11 proposed Notice of Settlement.

12 4. A true and correct copy of Plaintiff Erika Amaya's August 2, 2023, PAGA Notice is
13 attached hereto as **Exhibit #2**.

14 5. [Line Intentionally Left Blank]

15 6. A true and correct copy of the May 6, 2025, proof of filing of Motion to Approve PAGA
16 Settlement with the LWDA is attached hereto as **Exhibit #3**.

17 7. A true and correct copy of the JCL Law Firm, APC, "Time and Billing Journal" as of
18 May 6, 2025, is attached hereto as **Exhibit #4**.

19 8. A true and correct copy of the JCL Law Firm, APC, "Transaction Summary" as of May
20 6, 2025, is attached hereto as **Exhibit #5**.

21 9. A true and correct copy of the JCL Law Firm, APC, Firm Resume is attached hereto as
22 **Exhibit #6**.

23 10. A true and correct copy of a bid from Apex Class Action LLC, the Parties' Administrator,
24 is attached hereto as **Exhibit #7**.

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11. An objective evaluation of the proposed Settlement confirms that the relief negotiated on behalf of the Aggrieved Employees and the LWDA is fair and reasonable. The Settlement is a product of informed, adversarial, and non-collusive and mediated negotiations between experienced counsel. As discussed below, the proposed Settlement satisfies all criteria for PAGA settlement approval. Accordingly, Plaintiffs and PAGA Counsel respectfully request this Court grant approval of the Agreement.

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12. On August 2, 2023, Plaintiff served Defendants and the LWDA with a Notice of Violations (“PAGA Notice”) and draft complaint memorializing claims against Defendants for alleged violations of the California Labor Code, including California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, the applicable IWC Wage Orders. (LWDA Case No.: LWDA-CM-972410-23).

13. Following Plaintiffs’ submission of the PAGA Notices, the 65-day “waiting period” on Plaintiffs’ right to file a civil action under PAGA, *see* Cal. Lab. Code § 2699.3(a)(2)(A), lapsed without the LWDA notifying Plaintiffs that it intended to investigate the claims in the PAGA Notices. To date, the LWDA still has not advised Plaintiffs of any intent to take action with respect to the claims in the PAGA Notices.

19 14. On October 6, 2023, Plaintiff filed a Representative Action Complaint against Defendants
20 in the Superior Court of the State of California, County of San Diego, Case No. 37-2023-00043453-
21 CU-OE-CTL, alleging a single cause of action for Violations of the Private Attorneys General Act
22 (Labor Code §2698) (the “PAGA Action”).

15. On February 13, 2024, pursuant to the existence of an arbitration agreement between the Parties, the Parties stipulated to arbitration of Plaintiff's individual claim, and to the stay of the representative portion of Plaintiff's PAGA claim.

16. On February 23, 2024, Plaintiff filed an Arbitration Demand with the American Arbitration Association, designated *Erika Amaya v. Gringo Ventures, LLC, et. al.*, American Arbitration Association Case No. 01-24-40002-3555.

1 17. On September 5, 2024, the Parties attended a global mediation presided over by Jason
2 Marsili, Esq., an experienced mediator of wage and hour representative actions. In advance of the
3 mediation, Defendants provided Plaintiff with sufficient information to properly evaluate Defendants’
4 liability exposure for civil penalties to the PAGA Members. The data and documents Defendants
5 produced included, among other things, the total number of PAGA Members and pay periods, written
6 wage and hour policies, and a 32% sample of time and payroll records for the PAGA Members. The
7 mediation concluded without a settlement. At mediation, Defendants asserted financial hardship and
8 subsequently produced extensive financial records, including their 2022 and 2023 tax returns. Plaintiff
9 retained Kenneth Creal, CPA, a respected and experienced forensic accountant, who reviewed the
10 financial materials in detail. Based on his analysis of the records produced, Mr. Creal concluded that
11 the proposed settlement is reasonable in light of Defendants’ demonstrated financial condition. With
12 the assistance of Mediator Marsili, the Parties eventually reached a settlement, which was subsequently
13 memorialized in the form of a Memorandum of Understanding. After reaching an agreement in
14 principle, the Parties drafted and negotiated a long-form Settlement which is the subject of the instant
15 motion. The Settlement was negotiated in light of all known facts and circumstances and the uncertainty
16 associated with litigation – including the risk of Plaintiff not being able to maintain representative
17 claims, the difficulty of proving Plaintiff’s claims in a manageable trial, the merits of Defendants’
18 potential defenses, the financial condition of Defendants, and the significant delay and potential
19 appellate issues inherent to litigation – and was reached after extensive arm’s length negotiations, with
20 the assistance of the mediator.

21 18. The Settlement is intended to fully and finally resolve the Released PAGA Claims
22 asserted by Plaintiffs on behalf of the Aggrieved Employees and the State of California. This is only a
23 settlement of the PAGA claims for civil penalties and is not a class settlement and does not release the
24 individual claims, if any, of the Aggrieved Employees other than those of Plaintiffs. This Settlement
25 does not release any claim that is not a PAGA claim.¹ Nor does this Settlement waive Defendants’ right
26 to assert *res judicata* or other available defense to any asserted claim or lawsuit.

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28 ¹ As explained by the Supreme Court in *ZB, N.A.*, 8 Cal. 5th 175 at 196: “Nonparty employees are bound by the judgment in an action under the PAGA, but only with respect to recovery of civil penalties.”

1 19. Pursuant to California Labor Code Section 2699(1), Plaintiffs are providing a copy of the
2 Agreement and this motion to the LWDA concurrently with the filing of the instant motion for
3 settlement approval as set forth in the accompanying proof of service. Additionally, Plaintiffs will
4 submit to the LWDA a copy of the Court's judgment and order approving the Agreement within ten
5 (10) days after entry of judgment or order.

6 20. Plaintiffs have each entered into separate, standalone settlement agreements whereby
7 Plaintiffs agreed to release their individual claims in exchange for an individual settlement payment by
8 Defendants. Agreement at § I.W. Plaintiffs' release of claims is outlined in their separate agreements.
9 Plaintiffs will file these settlement agreements under seal for the Court to review in camera, at the
10 Court's request. The Parties are unaware of any other cases, including class, individual and PAGA, that
11 might be affected by this settlement.

12 **THE SETTLEMENT IS FAIR AND REASONABLE**

13 21. The Gross Settlement Amount of \$100,000.00 is fair and reasonable and, therefore,
14 should be approved.

15 22. Here, *without stacking* the PAGA penalties, Defendants' liability exposure is estimated
16 at approximately \$951,906 in PAGA penalties. Plaintiff's expert consultant estimated Defendants'
17 exposure as follows:

Claim	Penalty Amount	Number of Pay Periods w/ Violation	Violation Rate	Total Penalties
<i>Meal Period Violations</i> Cal. Labor Code §§ 226.7 and 512	\$50	3,213	71.3%	\$160,603
<i>Rest Period Violations</i> Cal. Labor Code §§ 226.7 and 512	\$50	3,213	71.3%	\$160,603
<i>Wage Statement Violations</i> Cal. Labor Code § 226(a)	\$100	2,252	50%	\$225,250
<i>Business Reimbursement Violations</i> Cal. Labor Code § 2802	\$100	1,351	30%	\$135,150
<i>Unpaid Wages</i> Cal. Labor Code §§	\$100	2,703	60%	\$270,300

201, 202, 203, 204, 510,
1194, 1197, 1997.1 1198
and 558

23. Plaintiff alleges that Defendants failed to provide meal periods in violation of Cal. Lab. Code § 512. Specifically, Plaintiff alleges that as a result of Defendants' understaffing, Plaintiff and other PAGA Members were often required to work while clocked out during what was supposed to be their off-duty meal periods. Plaintiff alleges that her meal breaks were often cut short or interrupted to assist Defendants' customers and complete time-sensitive orders. Plaintiff expressed that often her supervisors would tell her she could not take a lunch break until orders were completed, and that she would come back early from lunch but wait in line to clock back in, such that her clock-in and clock-out times do not reflect the actual duration of her lunch breaks. Plaintiff estimates Defendants' liability for this claim to be \$160,603.

24. Plaintiff further allege that Defendants failed to provide rest breaks. Specifically, Plaintiff alleges that as a result of Defendants' understaffing, Plaintiff and other PAGA Members were often required to work during what was supposed to be their off-duty rest periods. Plaintiff alleges that their rest breaks were often cut short, interrupted, or completely missed in order to assist Defendants' customers. Defendants argued that its rest period policy is fully compliant with California law and that Plaintiff's rest break claim would have mainly relied on the testimony of PAGA Members, making it a riskier claim. Establishing liability likely would have entailed competing testimony stating either rest breaks were taken, or rest breaks were voluntarily waived. *See, e.g., Ordonez v. Radio Shack, Inc.* (C.D. Cal. Jan. 17, 2013) 2013 WL 210223, at *11 ("Because of the competing testimony before the Court, plaintiff's evidence that defendant may have an illegal, written rest break policy is insufficient for this Court to find that common issues predominate."); *Villa v. United Site Servs. of California, Inc.* (N.D. Cal. Nov. 13, 2012) 2012 WL 5503550, at *8 ("Indeed, plaintiffs' own evidence confirms that the written policy does not generate uniform practices."). In light of the foregoing, and considering Defendants' defenses, Plaintiff estimated Defendants' potential liability for this claim to be approximately \$160,603.

1 25. Plaintiff alleges that the wage statements furnished by Defendants to the PAGA Members
2 were facially non-compliant with Cal. Lab. Code § 226(a)(8). Specifically, Plaintiff alleges that
3 Defendants failed to include the name and address of the legal entity that is the employer on the wage
4 statements issued to PAGA Members. Defendants contend that Plaintiff cannot establish that any
5 employee suffered any injury as a result of this alleged violation, nor that a “knowing an intentional
6 failure” occurred, as required by the statute. In light of the foregoing, and considering Defendants’
7 defenses, Plaintiff estimated Defendants’ potential liability for this claim to be approximately \$225,250.

8 26. Plaintiff alleges that Defendants required Plaintiff and PAGA Members to purchase latex
9 gloves, scissors, an apron, non-slip shoes, thick jackets and warm hats due to the cold conditions in the
10 facility. Plaintiff indicated she was provided with one pair of latex gloves per workday but they would
11 rip while handling the flowers due to thorns. Defendants contend that Plaintiff and PAGA Members
12 were provided with all the tools necessary for the job, including adequate personal equipment such as
13 gloves, and that any additional items purchased were either optional, for personal comfort, or not
14 required by Defendants or necessary to complete required tasks. In light of the foregoing, and
15 considering Defendants’ defenses, Plaintiff estimated Defendants’ potential liability for this claim to be
16 approximately \$135,150.

17 27. Plaintiff alleges that Defendants failed to pay for all hours worked. First, Plaintiff alleges
18 that she and other PAGA Members were required to work while off-the-clock but were not compensated
19 for this time. Specifically, Plaintiff alleges that she and other PAGA Members were required to perform
20 work-related tasks before clocking in and after clocking out, including assisting customers, submitting
21 to COVID-19 testing, cleaning, and checking equipment. Plaintiff alleges that she and other PAGA
22 Members were not compensated for this time spent working while off-the-clock.

23 28. Defendants argued, among other things, that all PAGA Members were properly paid
24 minimum and overtime compensation for all hours worked and that PAGA Members were instructed
25 not to work off-the-clock, and to the extent any employee worked off the clock in connection with
26 Covid screenings, which Defendants deny, this was a limited period of time within the PAGA Period.
27 In light of the foregoing, and considering Defendants’ defenses, Plaintiff estimated Defendants’
28 potential liability for this claim to be approximately \$270,300.

1 29. In light of the above, the Gross Settlement Amount is approximately 10.5% of
2 Defendants' potential PAGA exposure. The Gross Settlement Amount compares favorably to the likely
3 recovery of PAGA penalties through continued litigation in light of potential exposure and considering
4 Defendants' financial condition.

5 30. Defendants' maximum exposure to PAGA penalties is not a realistic outcome of the
6 litigation because it fails to account for the risks of continued litigation including, but not limited to,
7 Defendants' defenses. Here, Defendants argued that they can only be assessed civil penalties for actual
8 violations of the Labor Code. *See* Lab. Code § 2699(f)(2). In other words, to recover any civil penalties,
9 Plaintiff would be required to prove the underlying Labor Code violations. (*Cardenas v. McLane*
10 *Foodservice, Inc.*, 2011 U.S. Dist. LEXIS 13126, *10 (C.D. Cal. 2011) ["Given the statutory language
11 [of PAGA], a plaintiff cannot recover on behalf of individuals whom the plaintiff has not proven
12 suffered a violation of the Labor Code by the defendant."].) To do this, Plaintiff would need to prove
13 each PAGA Member was subject to the alleged Labor Code violation. Thus, Defendants contended that
14 Plaintiff would be required to "prove Labor Code violations with respect to each and every individual
15 on whose behalf plaintiff seeks to recover civil penalties under PAGA." *Hibbs-Rines v. Seagate*
16 *Technologies*, 2009 WL 513496, *4 (N.D. Cal. Mar. 2, 2009).

17 31. Lastly, the maximum penalty figure does not consider that Courts have complete
18 discretion to "award a lesser amount than the maximum civil penalty amount specified [by PAGA] if,
19 based on the facts and circumstances of the particular case, to do otherwise would result in an award
20 that is unjust, arbitrary and oppressive, or confiscatory." (Cal. Lab. Code § 2699(e)(2)).

21 32. Given Defendants' defenses to the claimed Labor Code violations at issue, and the risks
22 and costs of continued litigation, Plaintiffs and PAGA Counsel believe that the Gross Settlement
23 Amount is fair and reasonable. This Settlement was negotiated by experienced counsel at arm's length.

24 33. The LWDA has been provided notice of this motion and the PAGA Settlement, and the
25 decision of LWDA to accept the PAGA Settlement and not oppose the motion should be given
26 considerable weight. Moreover, the LWDA is a sophisticated government entity that can assert and
27 protect its own rights.
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1 **THE PAGA COUNSEL AWARD IS FAIR AND REASONABLE**

2 34. PAGA Counsel seeks approval of not more than one-third (1/3) of the Gross Settlement
3 Amount (currently estimated to be Two Hundred Fifty-Three Thousand Three Hundred Thirty-Three
4 Dollars and Thirty-Three Cents (\$33,333.33) and attorneys' expenses not to exceed \$30,000.00² for
5 reimbursement of actually incurred litigation expenses. PAGA does not have any requirements for
6 reviewing attorneys' fees, and Plaintiffs' position is that the payment of attorneys' fees and costs in this
7 Settlement is a matter of contract for a contingent representation. Nevertheless, should this Court review
8 the requested attorneys' fees, the requested fees and costs are reasonable for experienced wage and hour
9 counsel.

10 35. The requested attorneys' fees of \$33,333.33 and reimbursement of attorneys' expenses
11 of up to \$30,000.00 is fair, reasonable, and justified by the result achieved. PAGA Counsel negotiated
12 a recovery of \$100,000.00, the maximum sum possible given Defendants' financial condition. This
13 result justifies the requested fees equal to one-third (1/3) of this recovery. At the time this case was
14 brought, the result was far from certain. Defendants' defenses to the merits of the case created
15 difficulties with proof and complex legal issues for PAGA Counsel to overcome. Here, as noted above
16 in section IV(A), several defenses asserted by Defendants present serious threats to the claims of
17 Plaintiff and the PAGA Members. While Plaintiff believes that these defenses could be overcome,
18 Defendants maintain that these defenses have merit and therefore present a serious risk to recovery. The
19 Settlement was possible because, in PAGA Counsels' eyes, PAGA Counsel was able to persuade
20 Defendants that there was an appreciable risk that Plaintiff would prevail on the factual and legal issues
21 underlying liability and overcome difficulties in proof as to monetary relief.

22 36. Plaintiffs and the Aggrieved Employees are represented by competent and experienced
23 counsel to pursue their claims. I established the JCL Law Firm, APC ("Firm"), in 2010. The Firm is a
24 boutique plaintiff firm representing aggrieved employees and consumers throughout California in wage
25 and hour class actions, PAGA Actions and complex multi-party product liability matters. The Firm
26 currently consists of myself, Jean-Claude Lapuyade, Esq. (Partner/Owner), Sydney Castillo-Johnson,
27 Esq. (Associate Attorney), Perssia Razma, Esq. (Associate Attorney), Johnny Nitti, Esq. (Associate
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² As detailed *infra*, at the time of filing this motion, PAGA Counsel incurred \$23,987.12 litigating this matter.

1 Attorney), Tesla Stone (Senior Paralegal and Office Manager), Jennifer Heming (Paralegal), Andrew
2 Ward (Law Clerk), Sara Chrestensen (Legal Assistant), and Esbeidy Campos (Legal Assistant).
3 Monnett De La Torre, Esq. is a former Senior Associate of the firm. Maria Waters is a former Paralegal.

4 37. I am qualified to represent the Plaintiffs, the State of California, and the Aggrieved
5 Employees. I have extensive experience with wage and hour class and representative actions litigation
6 like this matter, and employment matters in general. Additionally, I have extensive complex mass tort
7 litigation experience and complex construction product liability experience. I can, will and have
8 adequately represented the interests of Plaintiffs, the State of California, and the Aggrieved Employees
9 throughout this action.

10 38. I have represented consumers and employees in California class actions, and complex
11 multi-party product liability actions exclusively for more than 17 years. I have been in practice as a
12 plaintiffs' civil litigation attorney since April 2007.

13 39. Since 2010, I have successfully tried two (2) cases to conclusion, each resulting in a
14 favorable verdict for the firm's clients

15 40. Finally, I have published appellate experience in *William Blanchette et al., v. The*
16 *Superior Court of Imperial County, (GHA Enterprises)*, 8 Cal.App.5th 521, *Duran v. EmployBridge*
17 *Holding Co. LLC* (2023) 92 Cal.App.5th 59.

18 41. Consequently, I was named to the prestigious Thomson Reuters, Super Lawyers, Rising
19 Star in 2015, 2016, 2017 and, again, in 2018. According to Thomson Reuters, the Super Lawyers, Rising
20 Star list recognizes the top 2.5% of eligible attorneys. (see
21 https://www.superlawyers.com/about/selection_process.html.) Additionally, I was named a 2025 Super
22 Lawyer in Employment Law by Thompson Reuters.

23 42. PAGA Counsel were opposed in this litigation by highly capable counsel at O'Hagan
24 Meyer, PLLC, which is a highly regarded defense firm, vigorously advocated on behalf of Defendants.
25 In the face of such experienced opposition, PAGA Counsel was able to develop an effective case
26 strategy to combat Defendant's defenses and negotiate with counsel for Defendants to settle the case
27 for an amount that provides real benefit to the Aggrieved Employees with reasonable hours expended.
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43. In assessing the reasonableness of the billing rates for the attorneys and staff at the JCL Law Firm, APC, the firm refers to the “*Laffey Matrix*” to set our hourly billing rates. See <http://www.laffeymatrix.com/>. The *Laffey Matrix* is a fee schedule used by many courts throughout the United States, including some California state courts and California Federal District Courts. The *Laffey Matrix* is a well-established objective source that California courts have relied on in assessing hourly rates since 2005. (see *In Re HPL Technologies, Inc. Securities Litigation*, 366 F.Supp.2d 912, 921 (N.D. Cal. 2005) (Confirming use of the *Laffey Matrix* adjusted to account for locality pay differentials); *Rubalcaba v. Albertson's, LLC*, No. BC528755, 2017 WL 4330597, at *4 (Cal. Super. Ct. May 25, 2017), reversed on other grounds.).

44. The attorneys and staff at the JCL Law Firm, APC, have been providing extensive class action services throughout state and federal courts in California for more than seventeen years. Since its founding, the JCL Law Firm, APC, has recovered more than \$100 million dollars for its clients.

45. When comparing the billing rates for the staff and attorneys at the JCL Law Firm, APC with the *Laffey Matrix*, the attorneys and staff at the JCL Law Firm, APC, either bill at or below the rate for similarly skilled and tenured legal professionals:

Name	Laffey Matrix Fee	Actual Billing Rate
Jean-Claude Lapuyade, Esq. (Managing Attorney)	\$878	\$700
Monnett De La Torre, Esq. (Former Handling Attorney)	\$878	\$700
Perssia Razma, Esq. (Handling Attorney)	\$437	\$425
Andrea Amaya (Former Handling Attorney)	\$437	\$425
Maria Watters (Former Paralegal)	\$239	\$250

46. Moreover, The JCL Law Firm’s rates are comparable to those judicially approved for other plaintiffs’ firms, such as Baron & Budd (rates ranging from \$775 for the requested partner to \$390-\$630 for non-partners), Western Comden Casselman & Essensten (rates ranging from \$670-\$750

1 for partners and \$300-\$500 for associates), and Blood Hurst & Rearden (\$510-\$695 for partners). See
2 Aarons v. BMW of North America, No. 11-7667-PSG, 2014 U.S. Dist. LEXIS 118442, *40-41 (C.D.
3 Cal. Apr. 29, 2014). Other Southern California courts have approved hourly rates in the requested range.
4 See e.g., *Kearney v. Hyundai Motor Am.*, 2013 U.S. Dist. LEXIS 91636, *24 (C.D. Cal. June 28, 2013)
5 (approving hourly rates of \$650 -\$800 for senior attorneys in consumer class action); *Parkinson v.*
6 *Hyundai Motor America*, 796 F.Supp.2d 1160, 1172 (C.D. Cal. 2010)(approving hourly rates between
7 \$445 and \$675); *Faigman v. AT&T Mobility, LLC*, 2011 U.S. Dist. LEXIS 15825, *2 (N.D. Cal. Feb.
8 15, 2011)(Approving hourly rates of \$650 an hour for partners and \$500 for associates); *Richard v.*
9 *Ameri-Force Mgmt. Servs., Inc.*, No 37-2008-00096019 (San Diego Superior Court, August 27,
10 2010)(\$695 to \$750 an hour for partners and \$495 for associates); *Barrera v. Gamestop*, No. CV 09-
11 1399 (C.D. Cal. Nov. 29, 2010)(\$700 for partners and \$475 for associates); *Anderson v. Nextel Retail*
12 *Stores, LLC*, No. CV 07-4480 (C.D. Cal. June 20, 2010)(\$655- \$750 for partners and \$300 – 515 for
13 associates); *Luquetta v. Regents of Cal.*, CGC-05-443007 (San Francisco Sup. Ct.) (approving 2012
14 partner rates between \$550 and \$850 per hour); and *Holoway v. Best Buy Co.*, C-05-5056-PJH
15 (MEJ)(N.D. Cal.)(approving 2011 partner rates between \$825 and \$700, and associates hourly rates
16 between \$355 and \$405 an hour).

17 47. Moreover, my billing rate has been recently approved by California Superior Court
18 judges. (See generally *Klein v. RedZone Security, Inc.*, Riverside Superior Court Case No.
19 CVRI2202841 (August 15, 2024) Hon. Harold W. Hopp B. approved a \$700 billing rate and appointed
20 Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel; *Galindo v. PAQ, Inc., et al.*,
21 San Joaquin Superior Court Case No: STK-CV-UOE-2022-1799 (September 17, 2024) Hon. Blanca A.
22 Banuelos approved a \$700 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm,
23 APC, as Class Counsel.).

24 48. My credentials are reflected in the JCL Law Firm, APC, Firm Resume, a true and correct
25 copy of which is attached hereto as Exhibit #5. Some of the major cases the Firm has undertaken are
26 also set forth in Exhibit #7.

27 49. As of May 6, 2025, The JCL Law Firm, APC incurred a total lodestar of \$24,870.00 for
28 39.9 hours worked by attorneys and staff successfully litigating this matter. I have reviewed my firm's

1 lodestar in this matter and believe the charges are reasonable and were reasonably necessary to the
2 conduct of the case. Detailed Time and Billing Journals for the JCL Law Firm are attached hereto as
3 Exhibit #5.

4 50. Additionally, the attorneys and staff at co-counsel the Zakay Law Group, APLC (“ZLG”),
5 billed \$12,607.50 for 23.00 hours successfully litigating this action. A true and accurate copy of the
6 ZLG time and billing entries is attached to the Declaration of Shani O. Zakay, Esq. filed concurrently
7 herewith.

8 51. Additionally, the attorneys and staff at co-counsel Lawyers for Justice, PC attest that they
9 billed a blended rate of \$1,000 for 72.50, totaling \$72,500 for successfully litigating this action.

10 52. Collectively, PAGA Counsel spent a total of 135.4 hours successfully litigating this
11 matter for a total combined loadstar of \$109,977.5. Thus, the attorneys’ fee request is equal to PAGA
12 Counsel’s loadstar with a 0.3 multiplier.

13 53. PAGA Counsel’s loadstar is summarized by firm below:

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<u>FIRM</u>	<u>Hours</u>	<u>Total</u>
JCL Law Firm, APC	39.9	\$24,870.00
Zakay Law Group, APLC	23.00	\$12,607.50
Lawyers for Justice, PC	72.5	\$72,500.00
Total	135.4	\$109,977.5.

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20 54. Prior to incurring costs for filing of this motion, PAGA Counsel collectively expended
21 \$15,609.79 prosecuting this action (JCL Law Firm, APC - \$7,440.55; Zakay Law Group, APLC -
22 \$7,027.89; Lawyers for Justice, PC, - \$1,141.35.)

23 55. PAGA Counsel’s out-of-pocket expenses are the types of expenses normally charged to
24 paying clients including the following: filing fees; copying; postage; mediation fees; and expert costs,
25 which were all incurred during, and were necessary for the successful prosecution of, the litigation and,
26 therefore, should be reimbursed.

27 56. The Settlement provides for an Incentive Award of \$10,000 for Plaintiff. The Incentive
28 Award is fair and reasonable compensation for Plaintiff’s efforts bringing the action, assisting PAGA

1 Counsel with the litigation and settlement, regularly conferring with PAGA Counsel on the status of
2 her case and the strategies for prosecuting the claims and agreeing to provide Defendants a broad
3 general release of all claims arising out of her employment. Plaintiff willingly came forward to protect
4 and advance the rights of the PAGA Members on important legal disputes affecting California
5 employees. By way of example, Plaintiff assumed the serious risk of liability for Defendants' costs and
6 potentially fees if the case was unsuccessful. Nevertheless, Plaintiff knowingly and voluntarily
7 undertook the risk to vindicate the rights of the PAGA Members.

8 57. Plaintiff's efforts in bringing the lawsuit conferred a monetary benefit to 238 PAGA
9 Members. Accordingly, Plaintiff and PAGA Counsel respectfully request the Court approve the
10 Incentive Award of \$10,000 in accordance with the Settlement Agreement.

11 I declare under penalty of perjury under the laws of the State of California that the foregoing is
12 true and correct. Executed this 6th day of May 2025, at San Diego, California.

13 **JCL LAW FIRM, APC**

14 By: 
15 Jean-Claude Lapuyade, Esq.

EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Erika Amaya (“Plaintiff”) and Defendants Gringos Ventures, LLC d/b/a Dos Gringos Ventures, LLC, and Dos Gringos, LLC (“Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS

- 1.1. “**Action**” or “**PAGA Action**” means Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendants, *Erika Amaya v. Gringo Ventures, LLC et al.* Case No. 37-2023-00043453-CU-OE-CTL, filed on October 6, 2023, and pending in Superior Court of the State of California, County of San Diego.
- 1.2. “**Settlement Administrator**” means Apex Class Action LLC, located at 18 Technology Drive, Suite 154 Irvine, CA 92618 Tel: (800) 355-0700, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “**Settlement Administration Costs**” means the amount the Settlement Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Settlement Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “**Defendants**” means Gringos Ventures, LLC d/b/a Dos Gringos Ventures, LLC, and Dos Gringos, LLC.
- 1.5. “**Approval Order**” means the proposed Court Order Granting Approval of the PAGA Settlement.
- 1.6. “**Court**” means the Superior Court of California, County of San Diego.
- 1.7. “**Defense Counsel**” means Katherine C. Den Bleyker of O’Hagan Meyer LLP, the attorney representing Defendants in the Action.
- 1.8. “**Effective Date**” means the later of (i) the 61st day after entry of the Approval Order and Judgment, if no appeal, review, or writ has been filed; or (ii) if an appeal, review, or writ is sought from the Approval Order and Judgment, the day after the Approval Order and Judgment is affirmed or the appeal, review, or writ is dismissed or denied, and the Approval Order and Judgment is no longer subject to further judicial review.
- 1.9. “**Funding Date**” means within thirty (30) calendar days of the Effective Date, Defendants shall fund half of the PGSA, and six (6) calendar months after the first payment, Defendants shall fund the remaining half of the PGSA.
- 1.10. “**PAGA Gross Settlement Amount**” or “**PGSA**” means One Hundred Thousand Dollars and Zero Cents (\$100,000.00), which is the total amount Defendants agree to pay under the

Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay the Settlement Administration Costs, Plaintiff's Counsel Fees Payment, Plaintiff's Counsel Litigation Expenses Payment, Plaintiff's Incentive Award, and PAGA Net Settlement Amount.

- 1.11. **"Individual Action" or "AAA Action"** means Plaintiff's arbitration complaint alleging wage and hour violations against Defendants, titled *Erika Amaya v. Gringos Ventures, LLC d/b/a Dos Gringos Ventures, LLC, and Dos Gringos, LLC*, AAA Case No. 01-24-0002-3555, filed on February 23, 2024, and pending with AAA.
- 1.12. **"Individual PAGA Payment"** means the PAGA Member's pro rata share of 25% of the PAGA Net Settlement Amount calculated according to the number of Pay Periods the PAGA Members worked during the PAGA Period.
- 1.13. **"Judgment"** means the judgment entered by the Court based upon the approval of the Settlement.
- 1.14. **"LWDA"** means the California Labor and Workforce Development Agency.
- 1.15. **"LWDA PAGA Payment"** means the 75% of the Net Settlement Amount to be paid as PAGA Penalties to the LWDA under Labor Code section 2699, subd. (i).
- 1.16. **"PAGA Net Settlement Amount" or "PNSA"** means the PAGA Gross Settlement Amount, less the following payments in the amounts approved by the Court: Plaintiff's Counsel Attorney Fees Payment, Plaintiff's Counsel Attorney Expenses Payment; Plaintiff's Incentive Award; and the Settlement Administration Costs. The remainder is the Net Settlement Amount, which shall be allocated as payment of PAGA Penalties.
- 1.17. **"Notice of PAGA Settlement"** means the notice with a Spanish translation to be provided to the PAGA Members by the Settlement Administrator in the form set forth as **Exhibit A** to this Agreement.
- 1.18. **"Operative Complaint"** means the civil complaint filed in the Action captioned *Erika Amaya v. Gringos Ventures, LLC d/b/a Dos Gringos Ventures, LLC, and Dos Gringos, LLC*, Case No. 37-2023-000434530CU-OE-CTL), filed on October 6, 2023, and pending in Superior Court of the State of California, County of San Diego.
- 1.19. **"PAGA"** means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.20. **"Plaintiff's Counsel"** means Jean-Claude Lapuyade, Esq., of JCL Law Firm, APC, Shani Zakay, Esq., of Zakay Law Group, APLC, and Edwin Aiwazian, Esq., of Lawyers for Justice, PC, the attorneys representing the Plaintiff and PAGA Members in the Action.
- 1.21. **"Plaintiff's Counsel Fees Payment" and "Plaintiff's Counsel Litigation Expenses Payment"** mean the amounts allocated to Plaintiff's Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

- 1.22. **“PAGA Member(s)”** means all current and former non-exempt employees who worked at least one pay period for Defendants in California at any time during the PAGA Period.
- 1.23. **“PAGA Member Data”** means PAGA Member identifying information in Defendants’ possession including the PAGA Member’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods worked.
- 1.24. **“PAGA Member Address Search”** means the Settlement Administrator’s investigation and search for current PAGA Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Settlement Administrator with PAGA Members.
- 1.25. **“PAGA Pay Period”** means any pay period during which a PAGA Member worked for Defendants for at least one day during the PAGA Period.
- 1.26. **“PAGA Period”** means the period from August 2, 2022, through September 5, 2024.
- 1.27. **“PAGA Notice”** means Plaintiff’s August 2, 2023, letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).
- 1.28. **“PAGA Penalties”** means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (\$100,000.00), allocated 25% to the PAGA Members and 75% to the LWDA in settlement of PAGA claims.
- 1.29. **“Plaintiff”** means Erika Amaya, the named Plaintiff in the Action.
- 1.30. **“Released Claims”** means all claims, rights, demands, liabilities and causes of action for civil penalties under the PAGA claim asserted, or that reasonably could have been asserted in the Operative Complaint or could have arisen out of the allegations made in the Operative Complaint or LWDA letter dated August 2, 2023, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and PAGA claims outside of the PAGA Period.
- 1.31. **“Released Parties”** means Defendants and their former, present and future owners, parents, and subsidiaries, and all of their current, former and future spouse(s), children, officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, and/or legal representatives.
- 1.32. **“Incentive Award”** means: the payment to Plaintiff for initiating the Action and providing services in support of the Action, and for the broad release of claims provided for in this Agreement. Plaintiff shall apply for, and Defendants have agreed not to oppose, a payment in the amount of \$10,000.00.
- 1.33. **“Settlement”** means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

- 2.1. On August 2, 2023, Plaintiff served the Labor and Workforce Development Agency (“LWDA”) with a PAGA Notice.
- 2.2. On October 6, 2023, Plaintiff commenced this PAGA Action by filing a Representative Complaint alleging one (1) cause of action against Defendants for civil penalties under the PAGA. Defendants deny any, and all, of the allegations in the Operative Complaint, deny and failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the cause of action alleged.
- 2.3. On February 23, 2024 Plaintiff commenced arbitration by submitting an arbitration demand with AAA, seeking damages and penalties for her individual wage and hour claims.
- 2.4. On September 5, 2024, the Parties participated in an all-day mediation presided over by Jason C. Marsili, Esq., an experienced mediator of wage and hour class and representative actions. The matter did not resolve at mediation, but resolved following mediation as the result of post-mediation settlement discussions between the Parties and aided by Jason Marsili. Prior to mediation, Plaintiff obtained, through informal discovery, time and pay data for the PAGA Members, employee handbook, and other employment related documents.
- 2.5. Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint and deny any and all liability for the causes of action alleged.

3. MONETARY TERMS

- 3.1 PAGA Gross Settlement Amount. Except as otherwise provided in Paragraph 8 below, Defendants promise to pay One Hundred Thousand Dollars and Zero Cents (\$100,000.00) as the PAGA Gross Settlement Amount. Defendants have no obligation to pay the PAGA Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Settlement Administrator will disburse the entire PAGA Gross Settlement Amount without asking or requiring PAGA Members to submit any claim as a condition of payment. None of the PAGA Gross Settlement Amount will revert to Defendants.
- 3.2 Payments from the PAGA Gross Settlement Amount. The Settlement Administrator will make and deduct the following payments from the PAGA Gross Settlement Amount, in the amounts specified by the Court in the Approval Order:
 - 3.2.1 To Plaintiff’s Counsel: A Plaintiff’s Counsel Fees Payment of not more than one-third (1/3) of the PAGA Gross Settlement Amount, which is currently estimated to be Thirty-Three Thousand Three Hundred and Thirty Three Dollars and Zero Cents (\$33,333.00) and Plaintiff’s Counsel Litigation Expenses Payment of not more than Thirty Thousand Dollars and Zero Cents (\$30,000.00). Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or Plaintiff’s Counsel will file an application or motion for

Plaintiff's Counsel Fees Payment and Plaintiff's Counsel Litigation Expenses Payment. If the Court approves a payment to Plaintiff's Counsel less than the amounts requested, the Settlement Administrator will allocate the remainder to the PAGA Net Settlement Amount. Released Parties shall have no liability to Plaintiff's Counsel or any other plaintiff's counsel arising from any claim to any portion of the Plaintiff's Counsel Payment and/or Plaintiff's Counsel Expenses Payment. The Settlement Administrator will pay the Plaintiff's Counsel Fees Payment and Plaintiff's Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Plaintiff's Counsel assumes full responsibility and liability for taxes owed on the Plaintiff's Counsel Fees Payment and the Plaintiff's Counsel Litigation Expenses Payment, and holds Defendants and the Released Parties harmless, and indemnifies Defendants and the Released Parties, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2 To the Settlement Administrator: A Settlement Administrator Costs payment not to exceed \$4,500.00 except for a showing of good cause and as approved by the Court. To the extent the Settlement Administration Costs are less than \$4,500.00 or the Court approves payment less than \$4,500.00 the Settlement Administrator will retain the remainder in the PAGA Net Settlement Amount.

3.2.3 To the LWDA and PAGA Members: The PAGA Net Settlement Amount in an amount currently estimated to be \$22,166.67, to be paid from the Gross Settlement Amount, with 75% (currently estimated to be \$16,625.00) allocated to the LWDA PAGA Payment and 25% (currently estimated to be \$5,541.67) allocated to the Individual PAGA Payments.

3.2.3.1 The Settlement Administrator will calculate each Individual PAGA Member Payment by (a) dividing the amount of the PAGA Members' 25% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all PAGA Members during the PAGA Period and (b) multiplying the result by each PAGA Members's PAGA Period Pay Periods. PAGA Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.3.2 The Settlement Administrator will report the Individual PAGA Member Payments on IRS 1099 Forms.

3.2.4 Additional Attorneys' Fees and Costs: No PAGA Member, or Plaintiff's Counsel, or any other attorney acting for any PAGA Member may recover or seek to recover any amounts for fees, costs, or disbursements arising from the Action or the PAGA Gross Settlement Amount from the Released Parties except as expressly provided for in this Agreement.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Pay Periods. Based on a review of their records and in preparation for mediation, as of the date of mediation, September 5, 2024, Defendants estimate there are 238 PAGA Members

who worked 4,300 Pay Periods during the PAGA Period.

- 4.2. PAGA Member Data. Within fifteen (30) days of the Effective Date, Defendants will deliver the PAGA Member Data to the Settlement Administrator in the form of a Microsoft Excel spreadsheet and shall include: each PAGA Member's full name; last known address; Social Security Number; start dates and end dates of employment; and any other information the Settlement Administrator deems necessary to accurately calculate the number of Pay Periods worked by each PAGA Member during the PAGA Period. To protect PAGA Members' privacy rights, the Settlement Administrator must maintain the PAGA Members' Data in confidence, use the PAGA Member Data only for purposes of this Settlement and for no other purpose, and restrict access to the PAGA Member Data to Settlement Administrator employees who need access to the PAGA Member Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Plaintiff's Counsel if it discovers that the PAGA Member Data omitted employee identifying information and to provide corrected or updated PAGA Member Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the PAGA Member Data to the Settlement Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted PAGA Member Data.
- 4.3. Funding of the PAGA Gross Settlement Amount. Defendants shall pay the PGSA on the Funding Date, to wit, within thirty (30) calendar days of the Effective Date, Defendants shall fund half of the PGSA, and six (6) calendar months after the first payment, Defendants shall fund the remaining half of the PGSA.
- 4.4. Payments from the PAGA Gross Settlement Amount. Within fourteen (14) days after Defendants fully fund the first half of the PAGA Gross Settlement Amount, the Settlement Administrator will mail checks for all Individual PAGA Member Payments. Within fourteen (14) days after Defendants fully fund the second half of the PAGA Gross Settlement Amount, the Settlement Administrator will mail checks for the LWDA PAGA Payment, the Settlement Administration Costs, Plaintiff's Incentive Award, Plaintiff's Counsel Fees Payment, and Plaintiff's Counsel Litigation Expenses Payment. Disbursement of the Plaintiff's Counsel Fees Payment, and Plaintiff's Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Member Payments.
- 4.4.1. The Settlement Administrator will issue checks for the Individual PAGA Member Payments and send them to the PAGA Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided (the "Void Date"). The Settlement Administrator will cancel all checks not cashed by the Void Date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.4.2. The Settlement Administrator must conduct a PAGA Member Address Search for all PAGA Members whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Settlement Administrator must re-mail checks to the USPS forwarding address provided or to an

address ascertained through the PAGA Member Address Search. The Settlement Administrator need not take further steps to deliver checks to PAGA Members whose re-mailed checks are returned as undelivered. The Settlement Administrator shall promptly send a replacement check to any PAGA Member whose original check was lost or misplaced, requested by the PAGA Member prior to the Void Date.

- 4.4.3. For any PAGA Member whose Individual PAGA Member Payment check is uncashed and cancelled after the Void Date, the Settlement Administrator shall transmit the funds represented by such checks to the Community Law Project in accordance with CCP § 384 and subject to Court approval.

5. RELEASES OF CLAIMS

Effective on the date when Defendants fully fund the entire Gross Settlement Amount, the LWDA, the State of California, Plaintiff, PAGA Members, and Plaintiff's Counsel will release claims against all Released Parties as follows:

- 5.1 General Release by Plaintiff. As of the Funding Date, for the consideration set forth in this Agreement, Plaintiff generally waives, releases, acquits and forever discharges the Released Parties from any and all claims, whether known or unknown, which exist or may exist on either Plaintiff's behalf as of the date of this Agreement, including but not limited to any and all tort claims, contract claims, wage claims, wrongful termination claims, disability claims, benefit claims, public policy claims, retaliation claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance, including, but not limited to claims for violation of the Fair Labor Standards Act, the California Labor Code, the Wage Orders of California's Industrial Welfare Commission, other state wage and hour laws, the Americans with Disabilities Act, the Age Discrimination in Employment Act (ADEA), the Employee Retirement Income Security Act, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, the California Family Rights Act, the Family Medical Leave Act, California's Whistleblower Protection Act, California Business and Professions Code Section 17200 et seq., and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance. Plaintiff also generally waives and relinquish any and all claims, rights or benefits that she may have under California Civil Code Section 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Thus, notwithstanding the provisions of section 1542, and to implement a full and complete release and discharge of the Released Parties, Plaintiff expressly acknowledges this Settlement Agreement is intended to include in its effect, without limitation, all claims Plaintiff does not know or suspect to exist in Plaintiff's favor at the time of signing this

Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment of any such claims. Plaintiff warrants that Plaintiff has read this Settlement Agreement, including this waiver of California Civil Code section 1542, and that Plaintiff has consulted with or had the opportunity to consult with counsel of Plaintiff's choosing about this Settlement Agreement and specifically about the waiver of section 1542, and that Plaintiff understands this Settlement Agreement and the section 1542 waiver, and so Plaintiff freely and knowingly enters into this Settlement Agreement. Plaintiff further acknowledges that Plaintiff later may discover facts different from or in addition to those Plaintiff now knows or believes to be true regarding the matters released or described in this Settlement Agreement, and even so Plaintiff agrees that the releases and agreements contained in this Settlement Agreement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. Plaintiff expressly assume any and all risk of any mistake in connection with the true facts involved in the matters, disputes, or controversies released or described in this Settlement Agreement or with regard to any facts now unknown to Plaintiff relating thereto.

- 5.2 Release by Plaintiff, PAGA Members, LWDA, and the State of California: Upon the Effective Date and funding in full of the PAGA Gross Settlement Amount by Defendant, Plaintiff, all PAGA Members, the LWDA and the State of California are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, Defendants and all Released Parties from the Released Claims. The Parties agree there is no statutory right for any PAGA Member to object, opt out or otherwise exclude himself or herself from the Settlement. The Parties further agree there is no right or opportunity for any PAGA Members to appeal the approval of the PAGA settlement by the Court. This Agreement shall not be subject to collateral attack by any PAGA Members.
- 5.3 Release by Plaintiff's Counsel: Upon the Effective Date and funding in full of the PAGA Gross Settlement Amount by Defendant, Plaintiff's Counsel generally release on behalf of themselves, their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for Plaintiff's Counsel's Fees Payment and Plaintiff's Litigation Expenses Payment incurred in connection with the Operative Complaint and the PAGA Period, or otherwise incurred to prosecute the Action, the Individual claims and the AAA Action.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT

The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

- 6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel a draft motion for approval of the PAGA Settlement, which Plaintiff's Counsel will submit to Defendants for review and comment at least seven (7) days prior to filing with the Court and a draft proposed Order Granting Approval of PAGA Settlement.
- 6.2 Responsibilities of Plaintiff's Counsel. Plaintiff's Counsel is responsible for expeditiously finalizing and filing the motion for approval of this Settlement no later than ninety (90) days after the full execution of this Agreement, or as soon thereafter as practicable, and, if

necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. Plaintiff's Counsel is responsible for delivering the Court's Approval Order to the Settlement Administrator.

- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed motion for approval of this Settlement and/or the supporting declarations and documents, Plaintiff's Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the Motion for Approval of this Settlement or conditions its approval on any material change to this Agreement, Plaintiff's Counsel and Defense Counsel will work expeditiously together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement to satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION

- 7.1. Selection of Settlement Administrator. The Parties have jointly selected Apex Class Action LLC, to serve as the Settlement Administrator and verified that, as a condition of appointment, Apex Class Action LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Settlement Administration Costs.
- 7.2. Employer Identification Number. The Settlement Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
- 7.3. Qualified Settlement Fund. The Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4. Settlement Administrator Duties. The Settlement Administrator has a duty to perform or observe all tasks to be performed or observed by the Settlement Administrator contained in this Agreement or otherwise.

8. PAGA MEMBER SIZE ESTIMATES and ESCALATOR CLAUSE

The Settlement is based on the assumption that there were 4,300 pay periods in the period from August 2, 2022 to September 5, 2024. In the event that the number of pay periods exceeds 4,300, by more than 10% of what was represented at mediation, the PAGA Gross Settlement Amount will increase proportionally for the number of pay periods over 110% of 4,300. For example, if the total pay periods in the PAGA Period are 115% of 4,300, the PAGA Gross Settlement Amount shall increase by 5%.

9. CONTINUING JURISDICTION OF THE COURT

The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, the Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-

Judgment matters as permitted by law.

- 9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Plaintiff's Counsel Fees Payment and Plaintiff's Counsel Litigation Expenses Payment, the Parties, and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the PAGA Net Settlement Amount.

10. ADDITIONAL PROVISIONS

- 10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants or any of the other Released Parties has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' defenses. The Settlement, this Agreement and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 10.2 Effective Date Of Defendants' Obligations Under This Agreement. Defendants' obligations under this Agreement will become final and effective only upon the occurrence of the Effective Date. In the event that any of the conditions specified in this Agreement are not satisfied, or in the event that this Settlement does not obtain approval of the Court for any reason, all matters covered by this Agreement will be null and void. In such event, neither this Agreement, nor any negotiations leading to this Settlement, will be used or construed by or against any Party as a determination, admission, or concession of any issue of law or fact in the litigation; and the Parties do not waive, and instead expressly reserve, their respective rights regarding the prosecution and defense of the Action, including all available defenses and affirmative defenses, and to challenge any claim, as if this Agreement never existed.
- 10.3 Nullification. If: (1) the Court should for any reason fail to enter the Final Order and Judgment; or (2) the Court's Final Order and Judgment is reversed or modified as to any material term as defined above, or declared or rendered void as to any material term as defined above, then (a) the Agreement shall become null and void; and (b) the Parties will revert to their respective positions immediately prior to reaching the settlement.
- 10.4 Invalidation. Invalidation of any material term of this Settlement Agreement will invalidate this Agreement in its entirety unless the Parties subsequently agree in writing that the

remaining provisions will remain in full force and effect.

- 10.5 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 10.6 Attorney Authorization. Plaintiff's Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement excluding any amendments to this Agreement.
- 10.7 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of the mediator, Jason C. Marsili, Esq., and/or the Court for resolution.
- 10.8 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.9 No Tax Advice. Neither Plaintiff, Plaintiff's Counsel, Defendants, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.10 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.11 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.12 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.13 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

- 10.14 Corporate Signatories. Any person executing this Agreement or any related document on behalf of a corporate signatory warrants and promises for the benefit of all Parties that such person has been duly authorized by such corporation to execute this Agreement or any related document.
- 10.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.16 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

JCL LAW FIRM, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
T: 619-599-8292
ilapuvadc@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
T: 619-892-7095
Shani@zakaylaw.com

LAWYERS FOR JUSTICE, PC.
410 Arden Ave. #203
Glendale, CA 91203
T: 818-265-1020
F: 818-265-1021
edwin@calljustice.com

To Defendant:

O'HAGAN MEYER LLP
Katherine C. Den Bleyker, Esq. (State Bar #257187)
Ali A. Abouesh, Esq. (State Bar #349499)
550 S. Hope Street, Suite 2400
Los Angeles, CA 90071
Tel: (213) 423-6006
Fax: (213) 647-1750
kdenbleyker@ohaganmeyer.com
aabouesh@ohaganmeyer.com

- 10.17 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 10.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree, pursuant to CCP section 583.330, that upon the signing of this Agreement the date to bring a case to trial under CCP section 583.310 shall be extended for the entire period of this settlement process beginning from the date that all Parties and counsel have executed this Agreement. Upon Defendants final payment of the PAGA Gross Settlement Amount, Plaintiff agrees to dismiss the AAA action entitled *Erika Amaya v. Gringos Ventures, LLC d/b/a Dos Gringos Ventures, LLC, and Dos Gringos, LLC*, AAA Case No. 01-24-0002-3555 and *Erika Amaya v. Gringos Ventures, LLC d/b/a Dos Gringos Ventures, LLC, and Dos Gringos, LLC*, Case No. 37-2023-000434530CU-OE-CTL), filed on October 6, 2023 in San Diego Superior Court.

[REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.]

IT IS SO AGREED TO AS TO FORM AND CONTENT BY PLAINTIFF:

Dated: 03/31/2025


Erika Amaya (Mar 31, 2025 12:12 PDT)
Plaintiff ERIKA AMAYA

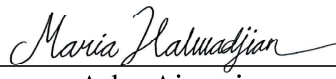
Dated: 03/24/25


Jean-Claude Lapuyade
The JCL Law Firm, APC
Attorney for Plaintiff

Dated: 03/24/25


Shani O. Zakay
Zakay Law Group, APLC
Attorney for Plaintiff

Dated: 03/31/2025


Arby Aiwarzian
Joanna Ghosh
Maria Halwadjian
Lawyers for Justice, PC
Attorney for Plaintiff

IT IS SO AGREED TO AS TO FORM AND CONTENT BY DEFENDANT:

Dated: 3/31/25


For Defendant
Gringos Ventures, LLC d/b/a Dos Gringos Ventures, LLC, and
Dos Gringos, LLC

IT IS SO AGREED TO AS TO FORM BY DEFENDANT'S COUNSEL:

Dated: 04/01/2025

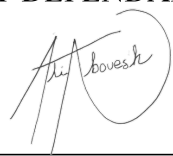

Katherine C. Den Bleyker, Esq.
Ali A. Abouesh, Esq.
O'HAGAN MEYER LLP

EXHIBIT A

[Mailing Date]

NOTICE OF SETTLEMENT

The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

Re. Erika Amaya v. Gringos Ventures, LLC d/b/a Dos Gringos Ventures, LLC, and Dos Gringos, LLC

County of San Diego, Case No. 37-2023-00043453-CU-OE-CTL

Apex Class Action LLC
18 Technology Drive, Suite 154
Irvine, CA 92618
(800) 355-0700

Dear GRINGOS VENTURES Employee:

You are receiving this payment because of a lawsuit brought by a former California employee against Defendants Gringos Ventures, LLC d/b/a Dos Gringos Ventures, LLC, and Dos Gringos, LLC (“Defendants”) for civil penalties pursuant to the Private Attorneys General Act of 2004, Labor Code § 2698 et seq. (“PAGA”). Plaintiff ERIKA AMAYA (“Plaintiff”) claimed that Defendants owed civil penalties under PAGA for alleged violations of the California Labor Code.

Defendants deny that they owes any penalties, but to avoid further time and expense in litigation, Defendants and Plaintiff have agreed to settle the case (the “Settlement”). The Settlement resolves the claims asserted in the lawsuit on behalf of the State of California and all current and former non-exempt employees who performed work for Defendants in California (“PAGA Members”) at any time between August 2, 2022, through September 5, 2024 (“PAGA Period”).

On [INSERT DATE], the Parties filed a motion with the Court asking the Court to approve the Settlement in the amount of \$100,000.00. From that amount, the Court has approved attorney’s fees and litigation expenses, and Settlement Administration Costs. After these deductions, [INSERT AMOUNT] is allocated as PAGA penalties. The law requires that 75% is allocated to the State of California and 25% is allocated to PAGA Members. Therefore, the State of California will receive [INSERT AMOUNT] (75% of the penalties) and PAGA Members will each receive a *pro rata* share of the remaining [INSERT AMOUNT] (25% of the penalties). The Court issued an Order approving the settlement on [INSERT DATE]. Your enclosed share is calculated based on the total number of pay periods you worked during the PAGA period.

While you were not a party of the Action, you and the other PAGA Members have been bound by the settlement entered into this matter and approved by the Court, for the period of August 2, 2022, through September 5, 2024 , fully generally releasing and forever discharging Defendants and each of their former and present directors, officers, shareholders, owners, investors, members, partners, managers, employees, attorneys, representatives, agents, insurers, predecessors, successors, assigns, parent companies, holding companies, subsidiaries, and affiliates, and any individual or entity which could be

jointly liable with Defendants (the foregoing are collectively referred to hereafter as the “Released Parties”) from all claims, rights, demands, liabilities and causes of action for civil penalties under the PAGA claim asserted, or that reasonably could have been asserted in the Operative Complaint or could have arisen out of the allegations made in the Operative Complaint or LWDA letter dated August 2, 2023. (the “Released PAGA Claims”).

According to Defendants’ records, you are a PAGA Member and are therefore entitled to a share of the settlement. This settlement check shall remain valid until [insert date].

This payment may be taxable income for federal, state, and local tax purposes and may be reported to the appropriate taxing authorities. You may be required to make additional tax payments. Please consult a tax advisor to determine your individual tax payment and reporting situation. You will be mailed appropriate tax forms in [insert date]. Please notify us of any address changes so that any necessary tax forms can be mailed to your most current address.

If you have any questions about your award, please contact the Settlement Administrator; Apex Class Action LLC, located at 18 Technology Drive Suite 154 Irvine, CA 92618; Tel: (800) 355-0700.

EXHIBIT 2



August 2, 2023

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAFilings@dir.ca.gov

Re: GRINGO VENTURES LLC; GRINGOS VENTURES, LLC; DOS GRINGOS, LLC

Dear Representative:

We have been retained to represent Erika Amaya against Gringo Ventures LLC, Gringos Ventures, LLC, and Dos Gringos, LLC (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as “Gringos”) for violations of California wage-and-hour laws. Ms. Amaya seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 (“PAGA”) and all other remedies available under PAGA.

Ms. Amaya seeks these remedies on behalf of the State of California and “aggrieved employees,” as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Gringos employed Ms. Amaya as an hourly-paid, non-exempt employee from approximately November 2016 to approximately October 2022, in the State of California.

The “aggrieved employees” that Ms. Amaya may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, Gringos has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001, 7-2001, and 14-2001.

Gringos required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, waiting in line to clock-in and/or clock out, and arriving to work early to find parking.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours

in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. Amaya and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. Amaya and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Gringos required Ms. Amaya and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Gringos failed to pay Ms. Amaya and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Gringos failed to pay Ms. Amaya and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Gringos did not provide Ms. Amaya and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Gringos were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Ms. Amaya and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause

his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Ms. Amaya and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Ms. Amaya and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Ms. Amaya and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Ms. Amaya and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Gringos failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Ms. Amaya and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Gringos did not provide Ms. Amaya and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001, 7-2001, and 14-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Gringos failed to pay Ms. Amaya and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Ms. Amaya and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Gringos failed to pay Ms. Amaya and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Ms. Amaya and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Ms. Amaya and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Gringos. These costs include, but are not limited to, the use of a personal phone for work-related tasks, and the purchasing and maintenance of footwear in compliance with the dress code.

Therefore, on behalf of all aggrieved employees, Ms. Amaya seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,



Gabriella Sole, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Gringo Ventures LLC
c/o Jason Levin
Agent for Service of Process
3260 Corporate View Dr
Vista, CA 92081

Gringos Ventures, LLC
c/o Jason Levin
Owner
3260 Corporate View Dr
Vista, CA 92081

Dos Gringos, LLC
c/o Carol Chrisopoulos
Agent For Service of Process
4411 Morena Blvd Ste 230
San Diego, CA 92117

EXHIBIT 3

EXHIBIT 4

JCL Law Firm

Unbilled Time

Activity: All Dates

Activity	Activity	Employee	Memo/Description	Rate	Duration	Amount
	Date					
Amaya v. Gringo Ventures (002-597)	01/11/2024	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Pleadings Status	700.00	0.4	280.00
	01/16/2024	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Dismissal	700.00	0.6	420.00
	01/17/2024	Jean Claude Lapuyade	Fact Investigation - TCW OC Victor Cardona	700.00	1	700.00
	01/31/2024	Jean Claude Lapuyade	Case management - R&R Notice of Related Case	700.00	0.3	210.00
	01/31/2024	Jean Claude Lapuyade	Legal Research - Enforceability of the Arb. Agreement	700.00	2.5	1,750.00
	02/01/2024	Andrea Amaya	Case management/fact investigation. Discuss status of case w/ team.	425.00	0.1	42.50
	02/06/2024	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Arb. Enforcement	700.00	1	700.00
	02/14/2024	Jean Claude Lapuyade	Case management - Emails to/from OC Re E Service	700.00	0.2	140.00
	02/14/2024	Jean Claude Lapuyade	Case Management - Revised and Edited Stip to Stay	700.00	0.4	280.00
	02/21/2024	Andrea Amaya	Pleadings. Review file and prepare arbitration demand.	425.00	5	2,125.00
	03/05/2024	Andrea Amaya	Case management. TC with client for detailed intake.	425.00	1.5	637.50
	04/30/2024	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation and Case Status	700.00	0.4	280.00
	05/21/2024	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data Demand	700.00	0.5	350.00
	06/03/2024	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	700.00	0.5	350.00
	06/09/2024	Jean Claude Lapuyade	Law and Motion - Revised and Edited Mediation Brief	700.00	4	2,800.00
	06/12/2024	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	700.00	0.8	560.00
	08/06/2024	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data Production	700.00	0.3	210.00
	08/12/2024	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	700.00	0.3	210.00
	08/16/2024	Jean Claude Lapuyade	Discovery - TCW Expert Re Data Analysis and Damage Report	700.00	0.5	350.00
	08/29/2024	Jean Claude Lapuyade	Law and Motion - Drafted, Revised and Edited Mediation Brief	700.00	3.9	2,730.00
	09/04/2024	Jean Claude Lapuyade	Mediation - Pre mediation call with Mediator Re Pre mediation readiness	700.00	0.6	420.00
	09/11/2024	Jean Claude Lapuyade	Mediation - Entails to/from Mediator Re Financial Review	700.00	0.4	280.00
	09/21/2024	Jean Claude Lapuyade	Discovery - R&R Real Report Re Financial Review	700.00	1	700.00
	11/07/2024	Monnett DeLaTorre	Prepare special interrogatories, request for production of documents, request for admission and PMK notice to defendant Gringo Ventures, LLC.	625.00	4.3	2,687.50
	11/08/2024	Monnett DeLaTorre	Review and revise status update to the client.	625.00	0.2	125.00
	11/15/2024	Perssia Razma	Case management- emails w co-counsel re plan	425.00	0.2	85.00
	12/06/2024	Jean Claude Lapuyade	Case Management - TCW Mediator Re Continued Negotiations	700.00	0.4	280.00
	12/10/2024	Jean Claude Lapuyade	Settlement - Drafted, Revised and Edited MOU	700.00	1.2	840.00
	12/13/2024	Perssia Razma	Settlement- mou draft	425.00	1	425.00
	12/16/2024	Perssia Razma	Settlement- emails w co-counsel re MOU	425.00	0.4	170.00

12/18/2024	Perssia Razma	Settlement- revised MOU draft	425.00	0.5	212.50
12/23/2024	Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU	700.00	0.3	210.00
12/30/2024	Perssia Razma	Settlement- emails w oc/co-counsel re MOU revisions	425.00	0.7	297.50
12/30/2024	Perssia Razma	Settlement- prepped for/had call w OC re MOU revisions	425.00	0.5	212.50
01/08/2025	Jean Claude Lapuyade	Settlement - emails to/from OC Re MOU	700.00	0.3	210.00
01/21/2025	Jean Claude Lapuyade	Settlement - email to/from OC Re MOU	700.00	0.3	210.00
01/21/2025	Jean Claude Lapuyade	Settlement - emails to/from OC Re MOU	700.00	0.3	210.00
02/18/2025	Jean Claude Lapuyade	Settlement - emails to/from OC Re SAR	700.00	0.3	210.00
02/26/2025	Jean Claude Lapuyade	Settlement - emails to/from OC Re SAR	700.00	0.3	210.00
03/03/2025	Jean Claude Lapuyade	Settlement - emails to/from OC Re SAR	700.00	0.3	210.00
03/11/2025	Jean Claude Lapuyade	Settlement - emails to/from OC Re SAR	700.00	0.3	210.00
03/21/2025	Jean Claude Lapuyade	Settlement - emails to/from OC Re SAR	700.00	0.4	280.00
04/11/2025	Jean Claude Lapuyade	Settlement - R&R defense revisions to SAR and emails to/from OC re same	700.00	1.2	840.00
04/22/2025	Jean Claude Lapuyade	Settlement - emails to/from co counsel re MOU	700.00	0.3	210.00

Total for Amaya v. Gringo Ventures (002-597)

39.9 \$ 24,870.00

Tuesday, May 06, 2025 10:42:34 AM GMT-7

EXHIBIT 5

JCL Law Firm

Transaction Report

All Dates

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	AMOUNT	BALANCE
Amaya v. Gringo Ventures (002-597)						
01/31/2024	Journal Entry	Jan. 2024 Postage		Postage for January 2024	8.69	8.69
02/29/2024	Journal Entry	Feb 2024 Postage		Postage for February 2024	2.24	10.93
02/29/2024	Journal Entry	Feb 2024 Postage		Copies for February 2024	4.50	15.43
03/12/2024	Expense		American Arbitration Assoc.		360.50	375.93
06/30/2024	Journal Entry	June 2024 Copies		June 2024 Copies	0.10	376.03
08/20/2024	Check	3929	Marsili Mediation	Inv. 110276	3,750.00	4,126.03
09/10/2024	Check	3964	Berger Consulting Group	Inv. 12666	2,880.00	7,006.03
09/30/2024	Journal Entry	Aug/Sept. 2024 Post.		Aug/Sept 2024 Postage	1.66	7,007.69
09/30/2024	Journal Entry	Aug/Sept. 2024 Print.		Aug/Sept. 2024 Printing	0.40	7,008.09
10/21/2024	Check	4000	Creal & Creal	Inv. 183248	382.50	7,390.59
10/31/2024	Journal Entry	October 2024 Printing		October 2024 Printing	1.50	7,392.09
01/31/2025	Expense		One Legal LLC	One Legal Order No. 24513943 - Filing Fee Re: Motion re: Stipulation - Fee Due, Proof of Service	43.06	7,435.15
02/03/2025	Expense		SD Superior Court		5.40	7,440.55
Total for Amaya v. Gringo Ventures (002-597)					\$7,440.55	
TOTAL					\$7,440.55	

EXHIBIT 6

JCL LAW FIRM, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: (619) 599-8292
Fax: (619) 599-8291

FIRM RESUME

Areas of Practice: Employee Class Actions, Wage and Hour Class Actions, Civil Litigation, and Unlawful Housing Practices.

ATTORNEY BIOGRAPHIES

Jean-Claude Lapuyade, Esq.
California Bar Number 248676
Founding Partner

Biography:

Mr. Lapuyade is a San Diego based labor and employment attorney representing aggrieved California employees and the victims of unlawful housing practices throughout the State of California. Mr. Lapuyade's litigation practice focuses on representing California employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, and misclassification, wrongful termination cases and tenants in unlawful housing class actions. Mr. Lapuyade prides himself on providing his clients with aggressive, attentive and result driven representation through the litigation process, trial and arbitration. Since 2007, Mr. Lapuyade successfully recovered in excess of \$200 million in monetary awards for his clients.

Mr. Lapuyade served as co-editor of the Insurance Column for Consumer Attorneys of San Diego from 2011 to 2014. As editor, Mr. Lapuyade was responsible for publishing monthly articles in the Trial Bar News periodical analyzing complex insurance coverage issues. Mr. Lapuyade is a four-time recipient of the Super Lawyers Rising Star by Thomson Reuters. To be eligible for inclusion in Rising Stars, a candidate must be either 40 years old or younger or in practice for 10 years or less. While up to 5 percent of the lawyers in a state are named to Super Lawyers, no more than 2.5 percent are named to Rising Stars.

Bar Admissions:

- California
- U.S. District Court Southern District of California
- U.S. District Court Central District of California
- U.S. District Court Eastern District of California
- U.S. District Court Northern District of California

Professional Associations:

- California Employment Lawyers Association, 2007 to Present
- Consumer Attorneys of San Diego, 2007 to 2020
- American Bar Association, Section of Litigation, Member, 2007 to 2020
- American Bar Association, Labor & Employment Section, Member, 2007 to 2020
- American Bar Association, Tort, Trial & Insurance Section, Member, 2007 to 2020
- California Bar Association, Labor & Employment Section, Member, 2007 to Present
- California Bar Association, Litigation Section, Member, 2007 to Present

Education:

- **California Western School of Law**
 - J.D. - 2006
 - Honors: Deans Merit Scholarship, California Western School of Law 2005 - 2006
- **University of Arizona**
 - B.A. - 2001
 - Major: History

Honors:

- Super Lawyers Rising Star, Thomson Reuters, 2015 - 2018
- Distinguished Advocate Award for Outstanding Oral Advocacy, 2005 - 2006

Perssia Razma, Esq.

California Bar Number 351398

Associate Attorney

Biography:

Ms. Razma is a San Diego based labor and employment attorney representing California employees throughout the state of California. Ms. Razma's litigation practice focuses on representing current and former employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, misclassification, and wrongful termination.

Perssia was born and raised in Los Angeles, California. She earned a Bachelor of Arts in 2020 at San Diego State University in Psychology. In 2023, Perssia earned her Juris Doctor from the University of San Diego School of Law.

Education:

- **University of San Diego School of Law**
 - J.D. - 2023
- **San Diego State University**
 - B.A. – 2020
 - Major: Psychology

Sydney Castillo-Johnson, Esq.

California Bar Number 343881

Associate Attorney

Biography:

Ms. Castillo-Johnson is a San Diego based labor and employment attorney representing California employees throughout the state of California. Ms. Castillo-Johnson's litigation practice focuses on representing current and former employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, misclassification, and wrongful termination.

Ms. Castillo-Johnson volunteered her time at California Western School of Law first as a student intern and later as a student manager with the Community Law Project which offers legal services to the low-income community of San Diego.

Education:

- **California Western School of Law**
 - J.D.- 2022
 - Honors:
 - Dean's Honor List: Spring 2021, Fall 2021
 - Public Service Honor Society Fall 2021
 - 3L Academic Merit Scholarship
 - Dean's Diversity, Service, and Leadership Scholarship
 - Activities: Community Law Project Student Manager
- **Azusa Pacific University**
 - B.A. – 2018
 - Major: Criminal Justice

JCL Law Firm, APC - REPORTED CASES

- *Blanchette et al., v. Superior Court (GHA Homes)*, 8 Cal.App.5th 521 (2017).
- *Duran v. Employbridge Holding Co.*, 92 Cal.App.5th 59 (2023).

EXAMPLES OF THE JCL LAW FIRM'S REPRESENTATIVE CLASS ACTION & REPRESENTATIVE CASES

- *Ware v. Shake Shack Enterprises, LLC*, Alameda Superior Court Case No. 21CV002063 (October 19, 2023) Hon. Brad Seligman approved a \$1,330,000.00 class action and PAGA action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Trinh v. Precision Metal Products, Inc., et al.*, San Diego Superior Court Case No. 37-2022-00000965-CU-OE-CTL (October 16, 2023) Hon. Matthew C. Braner approved a \$450,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off the clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Anderson v. Barton Myers Associates, Inc., et al.*, Los Angeles Superior Court Case No. 21STCV43314 (October 12, 2023) Hon. Elihu M. Berl approved a \$900,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *DeSanctis v. Douglas Products and Packaging Company, LLC*, Contra Costa Superior Court Case No. C21-01874 (October 11, 2023) Hon. Charles S. Treat approved a \$372,500.00 class action and PAGA action settlement for, *inter alia*, failure to pay for all hours worked. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Jackson v. White Fir, LLC, et al.*, Sacramento Superior Court Case No. 34-2021-00301656 (October 6, 2023) Hon. Lauri A. Damrell approved a \$750,000.00 class action and PAGA action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Kneisly v. SR Machining, Inc., et al.*, Riverside Superior Court Case No. CVRI2201491 (October 5, 2023) Hon. Harold W. Hopp approved a \$220,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Mendez v. Bondz, Inc., et al.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0007486 (September 14, 2023) Hon. George J. Abdallah, Jr. approved a \$180,000.00 class action and PAGA action settlement for, *inter alia*, failure to comply with piece-rate laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Baray v. Curation Foods, Inc., et al.*, Santa Barbara Superior Court Case No. 21CV02834 (August 29, 2023) Hon. James F. Rigali approved a \$495,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Rodriguez, et al. v. Ferma Greenbox, Inc., et al.*, Alameda Superior Court Case No. RG21101104 (August 23, 2023) Hon. Evelio Grillo approved a \$200,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *O'Quinn v. Laugh Factory, Inc.*, Los Angeles Superior Court Case No. 19STCV28155 (August 1, 2023) Hon. Carolyn B. Kuhl approved a \$144,000.00 class action and PAGA action settlement for, *inter alia*, unlawful tip pooling. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Toler v. Total Testing Solutions, LLC*, Los Angeles Superior Court Case No. 21STCV38452 (July 27, 2023) Hon. Elihu M. Berle approved a \$160,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Rodriguez v. EAH, Inc.*, Santa Cruz Superior Court Case No. 21CV00884 (July 25, 2023) Hon. Marjorie Carter approved a \$1,450,000.00 class action and PAGA action settlement for, *inter alia*, failure to compensate overtime and redeemed sick pay at the regular rate of pay. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Neutall v. Urban Alchemy*, San Francisco Superior Court Case No. CGC-20-588622 (July 13, 2023) Hon. Richard B. Ulmer approved a \$980,000.00 class action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel.
- *Rodriguez v. RM Parks Place, Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2021-6050 (June 7, 2023) Hon. Erin Guy Castillo approved a \$175,000.00 class action and PAGA action settlement for, *inter alia*, wage statement violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.

- *Chrestensen v. Northeastern Rural Health Clinics Lassen*, Superior Court Case No. 63703 (April 13, 2023) Hon. Leonard J. La Casse approved a \$270,000.00 class action and PAGA action settlement for, *inter alia*, unpaid overtime wages. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Hernandez, et al. v. Parenting Network, Inc.*, Tulare Superior Court Case No. VCU287027 (March 14, 2023) Hon. Bret Hilman approved a \$225,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Sarmiento v. Caduceus Healthcare Inc.*, San Diego Superior Court Case No. 37-2021-00002597 (March 10, 2023) Hon. Richard S. Whitney approved a \$315,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Garces, et al. v. DriverDo, LLC*, Los Angeles Superior Court Case No. 19STCV32773 (January 24, 2023) Hon. Carolyn B. Kuhl approved a \$700,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *De Jesus v. Guardian Angel Home Care, Inc.*, San Diego Superior Court Case No. 37-2020-00021049-CU-OE-CTL (July 29, 2022) Hon. Ronald F. Frazier approved a \$300,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Kaur v. Aces 2020 I, LLC, et al.*, Contra Costa Superior Court Case No. MSC20-02482 (December 22, 2022) Hon. Edward G. Weil approved a \$585,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Molina v. Hawaiian Airlines, Inc.*, Los Angeles Superior Court Case No. 20STCV28079 (November 23, 2022) Hon. Maren Nelson approved a \$250,000 class action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the Plaintiff.
- *Lang Jr. v. Pathways Community Services LLC*, San Diego Superior Court Case No. 37-2019-00049969-CU-OE-CTL (September 9, 2022) Hon. James A. Mangione approved a \$160,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Martinello v. Century Wilshire, Inc.*, Los Angeles Superior Court Case No. 20STCV32613 (March 1, 2022) Hon. Carolyn Kuhl approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel.
- *Wilson v. Spreen Inc. (dba Spreen Honda)*, San Bernardino Superior Court Case No. CIVSB2119857 (April 6, 2022) Hon. David Cohn approved a \$300,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Ledesma v. TVJ Sons I, Inc.; Porter and Howard, Inc.* Santa Barbara Superior Court Case No. 20CV03573 (November 10, 2021) Hon. Jed Beebe approved a \$350,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC represented the State of California and the Aggrieved Employees.
- *Jacobs v. Rush Media Company, LLC; XLT Management Services, Inc.*, Los Angeles Superior Court Case No. 20STCV32350 (May 2, 2022) Hon. Daniel J. Buckley appointed the JCL Law Firm, APC as Class Counsel and approved a \$330,000 class action settlement for, *inter alia*, independent contractor misclassification.
- *Chavez v. HTL Conrad Domestic, LLC; HTL Conrad Domestic Employer, LLC*, San Diego Superior Court Case No. 37-2020-00016193-CU-OE-CTL (June 9, 2022) Hon. John S. Meyer approved a \$850,000 PAGA action settlement for, *inter alia*, failure to compensate overtime at the regular rate of pay. The JCL Law Firm, APC acted as representative PAGA counsel for the State of California and the Aggrieved Employees.
- *Renteria v. Love's Country Stores of California*, San Bernardino Superior Court Case No. CIVDS20164481 (June 14, 2022) Hon. David Cohn approved a \$2.2 million dollar class action and PAGA action settlement for, *inter alia*, unpaid overtime and sick pay. The JCL Law Firm, APC acted as Class Counsel and as representative PAGA counsel for the State of California.
- *Lopez v. Adidas America, Inc.*, Ventura Superior Court Case No. 56-2021-005498444-CU-OE-VTA (April 4, 2022) Hon. Mark Borrell approved a \$1.5 million dollar class action and PAGA action settlement for, *inter alia*, inaccurate overtime calculations, and appointed the JCL Law Firm, APC as Class Counsel.
- *Felix v. TVI, Inc., d.b.a. Savers*, Santa Clara Superior Court Case No. 21CV376407 (February 18, 2022) Hon. Sunil R. Kulkarni approved a \$1.8 million dollar class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Munoz v. AMTCR*, San Bernardino Superior Court Case No. CIV-DS2001914 (August 24, 2021) Hon. David Cohn approved a \$1.8 million dollar class and PAGA settlement for, *inter alia*, inaccurate itemized wage statements. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)

- *Nunes v. Home Depot U.S.A., Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0011011 (October 20, 2021 – Hon. Roger Ross approved a \$1.5 million dollar class and PAGA settlement for, *inter alia*, miscalculated meal period premiums and appointed Jean-Claude Lapuyade, Esq. as Class Counsel.)
- *Pillsbury v. T&T Restaurants CA, Inc.*, Del Norte Superior Court Case No. CVUJ-20-1214 (December 14, 2021 – Hon. Darren McElfresh approved \$550 billing rate and appointed Jean-Claude Lapuyade, Esq. as Class Counsel in a wage and hour class action settlement.)
- *Latin v. OneMain General Service Corporation*, Stanislaus County Superior Court Case No. CV-20-002498 (October 22, 2021) Hon. Stacy Speiller approved a PAGA action settlement for \$700,000 wage statement violations. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.
- *Elias Kaser v. Aviation Consultants, Inc.*, Orange County Superior Court Case No. 30-2021-01191204-CU-OE-CXC (September 22, 2021 – Hon. Peter J. Wilson approved \$550 billing rate in a representative California Labor Code Private Attorney General Act settlement).
- *Rodriguez v. RSI Home Products, Inc.*, San Bernardino Superior Court Case No. CIVDS2023354 (July 30, 2021 – Hon. David Cohn approved a \$1.45 million class and PAGA settlement for, *inter alia*, failure to comply with piece-rate laws, and appointed the JCL Law Firm, APC as Class Counsel)
- *Jer Vang v. Bridge Property Management*, Alameda County Superior Court, Case No RG19047434 (January 8, 2021 – Hon. Winifred Smith approved a class and PAGA settlement for, *inter alia*, unpaid off the clock work. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Johnson v. Volt Management Corp., Inc. et al.*, Los Angeles County Superior Court, Case No. 19STCV16466 (December 11, 2020 – Hon. Amy Hogue approved a PAGA Settlement negotiated on behalf of the State of California and the aggrieved employees by the JCL Law Firm, APC.)
- *Salazar v. Frontier Auto Sales Inc., dba Frontier Toyota*, Los Angeles Superior Court, Case No. 19STCV20382 (November 24, 2020 – Hon. John P. Doyle appointed the JCL Law Firm, APC as class counsel and approved a class and PAGA settlement for, *inter alia*, missed meal and rest periods.)
- *Villalobos v. Alterra Group, LLC et al.*, Los Angeles County Superior Court, Case No. 19STCV19448 (November 11, 2020 – Hon. Richard Fruin approved a PAGA Settlement for, *inter alia*, unreimbursed business expenses. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.)
- *Stevens et al., v. Bank of England*, San Diego County Superior Court Case No. 37-2019-00018662-CU-OE-CTL (October 16, 2020 – Hon. John Meyer appointed JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for, *inter alia*, off-the-clock work.)
- *Frazier v. ASA Carlton, Inc.*, San Diego Superior Court Case No. 37-2019-00036147 (October 9, 2020 Hon. Kenneth Medel appointed the JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for off-the-clock work.)
- *Krake et al., v. Central Valley Diner, Inc.*, Placer County Superior Court Case No. SCV0041645 (September 4, 2020 – Hon. Michael Jones appointed JCL Law Firm as class counsel and granted final approval of wage and hour class action for meal period violations.)
- *Conner v. Ascendant Marketing, LLC et al.*, San Diego Superior Court Case No. 37-2019-00026864-CU-OE-CTL (July 24, 2020 Hon. Joel Wohlfeil granted approval of PAGA Settlement for, among other things, off-the-clock work. JCL Law Firm, APC acted as lead counsel.)
- *Guerrero v. Estancia Operations, LLC.*, San Diego Superior Court Case No. 37-2019-00028963 (August 25, 2020 – Hon. Katherine Bacal approved PAGA Settlement for, *inter alia*, missed meal and rest periods. JCL Law Firm, APC, acted as lead counsel.)
- *Moreno v. Dash Lube, et al.*, United States District Court, Southern District of California, Case No. 18cv1922 DMS (AHG) (December 13, 2019 – Granted class certification of Labor Code Section 226 claim and appointed JCL Law Firm, APC, as Class Counsel.)
- *Perkins et al., v. Tahiti Enterprises, Inc., et al.*, Orange County Superior Court Case No. 30-2016-00863095 (October 22, 2019 – Hon. Peter Wilson appointed JCL Law Firm, APC, as Class Counsel and granted final approval for an unlawful housing class action settlement arising out of Civil Code Section 1940.1.)
- *Hill v. Stemak Holdings, Ltd.*, San Diego Superior Court Case No., 37-2018-00000747 (January 28, 2020 – Hon. Kenneth Medel appointed JCL Law Firm, APC as class counsel and granted final approval of wage and hour class action for unpaid overtime.)
- *Shachno et al., v. KT Hotels, LLC, et al.* San Diego Superior Court Case No Case No. 37-2018-00043601 (May 31, 2019 – Hon. Gregory Pollack appointed JCL Law Firm, APC, as Class Counsel and granted preliminary approval for the wage and hour class action settlement involving nearly 900 current and former employees. Final approval scheduled for October 4, 2019)
- *Almanza v. The Express Group, Inc.*, San Bernardino Superior Court Case No. CIVDS1722542 (April 19, 2019 – Hon. David Cohn appointed the JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement for *inter alia*, missed meal and rest periods and independent contractor misclassification.)

- *Moschetto v. Pillow Global, Inc.* San Diego Superior Court, Case No. 37-2017-00024031-CU-OE-CTL (April 5, 2019 – Hon. John S. Meyer appointed JCL LAW Firm, APC, as Class Counsel and granted final approval for a wage and hour wage class action settlement involving misclassified house cleaners.)
- *Burke v. Friendship Hotel, LLC*, San Diego County Superior Court Case No. 37-2017-00022517-CU-OE-CTL (March 10, 2019 – final approval granted on for an unlawful housing class action arising under Civil Code Section 1940.2)
- *Terrado et al., v. Accredited Debt Relief, LLC*, San Diego County Superior Court Case No. 37-2018-00014181-CU-OE-CTL (February 8, 2019 – Hon. Gregory W. Pollock appointed JCL Law Firm, APC as Class Counsel and granted final approval for a wage and hour class action settlement for meal and rest period violations);
- *Macaspac v. San Antonio Regional Hospital*, San Bernardino Superior Court Case No. CIVDS1512625, (July 27, 2018 – Hon. Thomas S. Garza appointed JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement involving claims for on duty meal and rest periods.);
- *Summerlin et al. v. Maplebear, Inc. dba Instacart*, Los Angeles Superior Court Case No. BC603030 (2018 - certified and settled wage and hour class action.)
- *Ortega v. Prime Healthcare*, San Diego Superior Court Case No. 37-2014-00011240-CU-OE-CTL (2018 – Approved PAGA only settlement for on duty meal and rest periods)
- *Engstrom v. Bender-Rosenthal, Inc.* San Diego Superior Court Case No. 37-2016-00012373-CU-OE-CTL (2017 - Certified and settled class action for employee misclassification);
- *Crawford v. Outlook Amusements, Inc.*, Los Angeles Superior Court Case No. BC617160 (2017 - Certified and settled wage and hour class action.);
- *Hernandez v. Sunglass Hut Trading, LLC*, San Bernardino Superior Court Case No. CIVDS1505181 (2016 - Certified and settled wage and hour class action);
- *Burns v. Shalom, LLC*, San Diego Superior Court, Case No., 37-2013-00058356-CU-BT-CTL (2015 - certified and settled class action for unlawful housing practices arising out of Civil Code Section 1940.1);

EXHIBIT 7



Quotation Request:

Andrew Ward
JCL Law Firm, A.P.C.
award@jcl-lawfirm.com
888.498.6999

Case Name:

Erika Amaya v. Gringos Ventures, LLC et al.

Date:

Thursday, January 30, 2025

RFP Number:

16450019

Prepared By:

Sean Hartranft
Apex Class Action LLC
Sean@apexclassaction.com
949.878.3676

Settlement Specifications

Number of Aggrieved Employees	238
Certified Language Translation:	No
Static Settlement Website	No
Percentage of Undeliverable Mail	20%

Professional Services

Fee Calculation

Rate(s)

Quantity

Estimated Cost

Data Analytics and Standardization

Import and Standardize Data*	Per Hour	\$125.00	1	\$125.00
Data Analyst	Per Hour	\$150.00	2	\$300.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.				
Sub Total:				\$425.00

Project Management

Project Management	Per Hour	\$150.00	2	\$300.00
Project Coordinator	Per Hour	\$90.00	2	\$180.00
Data Analyst and Reporting	Per Hour	\$140.00	1	\$140.00
Sub Total:				\$620.00

Toll-Free Contact Center, Website, Reporting & Pre-Distribution

Form Set Up	Per Hour	\$120.00	1	\$120.00
Bilingual Toll-Free Contact Center	Static Rate	\$60.00	1	\$60.00
NCOA Address Update (USPS)	Static Rate	\$54.06	1	\$54.06
Settlement Status Reports	Static Rate	\$750.00	1	Waived
Sub Total:				\$234.06



Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Distribution & Settlement Fund Management				
Settlement Calculations	Per Hour	\$120.00	2	\$240.00
Account Management and Reconciliation	Per Hour	\$140.00	2	\$280.00
Print & Mail Distribution Settlement Check (IRS Form 1099 if applicable)	Per Piece	\$1.50	238	\$357.00
USPS First Class Postage	Per Piece	\$0.73	238	\$173.74
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$2.00	48	\$95.20
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	6	\$600.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,000.00	1	\$1,000.00
Sub Total:				\$2,745.94

Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	1	\$135.00
Project Management Reconciliation	Per Hour	\$100.00	1	\$100.00
Declarations	Per Hour	\$120.00	2	\$240.00
Sub Total:				\$475.00

WILL NOT EXCEED:				\$4,500.00
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Thank you for your business!



Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. **Services:** Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. **Payment Terms:** As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. **Incurred Expenses:** In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. **Invoicing:** Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In the event of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. **Case Duration:** The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. **Termination of Services:** Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. **Independent Contractor:** As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. **Apex warrants** that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.

9. **Limitation of Liability:** The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. **Indemnification:** The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. **Confidentiality:** Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of this confidentiality may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. **Ownership** of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.

13. Apex may derive financial benefits from financial institutions in connection with the deposit and investment of funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

14. **COMPLETE AGREEMENT.** These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.

16. **Force Majeure:** In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.

18. **Severability:** This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. **Nonwaiver:** This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.