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Superior Court of California,
County of San Diego

6/4/2025 9:30:09 PM

Clerk of the Superior Court
By J. Siharath ,Deputy Clerk

ZAKAY LAW GROUP, APLC
Shani O. Zakay (State Bar #277924)
shani@zakaylaw.com
Eden Zakay (State Bar #339536)
eden@zakaylaw.com
Jaclyn M. Joyce (State Bar #285124)
jaclyn@zakaylaw.com
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 255-9047

JCL LAW FIRM, APC
Jean-Claude Lapuyade (State Bar #248676)
jlapuyade@jcl-lawfirm.com
Perssia P. Razma (State Bar #351398)
prazma@jcl-lawfirm.com
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292

Attorneys for Plaintiff ERIKA AMAYA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DEIGO

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

**~~PROPOSED~~ ORDER APPROVING
PAGA SETTLEMENT AND JUDGMENT**

Hearing Date: May 30, 2025
Hearing Time: 9:30 am

Judge: Marcella O. McLaughlin
Dept.: C-72

1 Plaintiff Erika Amaya ("Plaintiff Amaya"), with Defendants Gringo Ventures, LLC d/b/a
2 Dos Gringos Ventures, LLC; or Dos Gringos, LLC ("Defendants") moved for approval of the
3 proposed settlement of Plaintiff's claims for civil penalties under the California Labor Code Private
4 Attorneys General Act ("PAGA"), pursuant to California Labor Code section 2699(s). Plaintiff
5 seeks approval of the settlement, including the Gross Settlement Amount of \$100,000.00. The
6 PAGA Settlement Agreement (the "Agreement") provides that from the Gross Settlement Amount,
7 there shall be a deduction of PAGA Counsel Award consisting of attorneys' fees not to exceed one-
8 third (1/3) of the Gross Settlement Amount, which is \$33,333.33 and costs and expenses not to
9 exceed \$30,000, PAGA Representative Incentive Award of \$7,500.00 to Plaintiff, and payment of
10 Settlement Administration Costs in an amount not to exceed \$4,500.00. The Labor Workforce
11 Development Agency ("LWDA") was provided with notice of the settlement and the motion via its
12 online filing portal and no objection has been received to the settlement or the motion.

13 Following the Court's approval of the Settlement and upon Defendants' funding of the
14 Gross Settlement Amount in full, in exchange for the consideration set forth in this Agreement,
15 Plaintiff, the LWDA and the State of California release the Released Parties from the Released
16 PAGA Claims for the PAGA Period. The Released Parties means Defendants and their former,
17 present and future owners, parents, and subsidiaries, and all of their current, former and future
18 spouse(s), children, officers, directors, members, managers, employees, consultants, partners,
19 shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers,
20 reinsurers, and/or legal representatives. The Released Claims means all claims, rights, demands,
21 liabilities and causes of action for civil penalties under the PAGA claim asserted, or that reasonably
22 could have been asserted in the Operative Complaint or could have arisen out of the allegations
23 made in the Operative Complaint or LWDA letter dated August 2, 2023, and expressly excluding
24 all other claims, including claims for vested benefits, wrongful termination, unemployment
25 insurance, disability, social security, workers' compensation, and PAGA claims outside of the
26 PAGA Period. The PAGA Period is the period between August 2, 2022, through September 5,
27 2024.

1 Good cause appearing based on the reasons set forth in the motion for approval, the Court
2 hereby GRANTS the Motion and approves the PAGA settlement as set forth as follows: (1)
3 \$33,333.33 shall be paid to PAGA Counsel for payment of attorneys' fees; (2) \$15,609.79 shall be
4 paid to PAGA Counsel for reimbursement of actually incurred litigation expenses; (3) \$7,500 shall
5 be paid to Plaintiff as an Incentive Award; and (4) \$4,500.00, shall be paid to the Settlement
6 Administrator for the cost of administration of the settlement. After these deductions, the amount
7 remaining is the Net Settlement Amount in an of \$39,056.88, which shall be allocated and paid out
8 as set forth in the Agreement and in accordance with Labor Code section 2699(m).

9 After entry of this Judgment, the Court shall retain jurisdiction to construe, interpret,
10 implement, and enforce the Agreement, to hear and resolve any contested challenge to a claim for
11 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with
12 the distribution of settlement benefits.

13
14 **IT IS SO ORDERED AND ADJUDGED, LET JUDGMENT BE FORTHWITH**
15 **ENTERED ACCORDINGLY.**

16
17 DATED: *June 9, 2025*

[Signature]
18 HON. MARCELLA O. MCLAUGHLIN