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Attorneys for Plaintiff
 Samuel Sachs

FILED
 Superior Court of California
 County of Los Angeles
12/05/2023

David W. Slayton, Executive Officer / Clerk of Court
 By: E. Sam Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES– SANTA MONICA COURTHOUSE

Samuel Sachs behalf of himself and All Others
 Similarly Situated;

Plaintiffs,

vs.

American Gonzo Food Co. LLC., a California
 Limited Liability Company and DOES 1 through
 25, Inclusive;

Defendant

Case No.: 21SMCV01464

Assigned to Hon. Elaine W. Mandel
 Department P

Complaint Filed: September 2, 2021

~~PROPOSED~~ ORDER APPROVING PAGA
 SETTLEMENT AND JUDGMENT

Date: December 5, 2023

Time: 8:30 am

Department: P

RESERVATION NO.: 109084365606

Plaintiff Samuel Sachs (“Plaintiff”) filed an unopposed Motion to Approve Settlement Pursuant to Private Attorneys General Act of 2004 (“Motion”). The Court has reviewed the materials and information submitted and HEREBY ORDERS, ADJUDGES, and DECREES as follows:

1. Plaintiff and Defendants American Gonzo Food Co., LLC., American Beauty Venture, LLC, Deluxe Foods, LLC, Pit Fire Westwood, LLC, Pit Fire Marina, LLC, Pit Fire Manhattan Beach, LLC, Pit Fire Pasadena, LLC, Pit Fire Pizza Co Inc. and PFP Woodland Hills, LLC (collectively, “Defendants”) have agreed to a PAGA Settlement and Release Agreement (“Settlement Agreement” or “Settlement”) that resolves the claims brought in the above-referenced

1 action under the Private Attorneys General Act of 2004 (“PAGA”). All defined terms contained
2 herein shall have the same meanings as set forth in the Settlement Agreement.

3 2. The Court hereby grants approval of the Settlement based on the terms set forth in the
4 therein.

5 3. The Settlement Agreement was executed by Plaintiff, Plaintiff’s counsel, Defendant,
6 and Defendant’s counsel. The Court finds that the Settlement is entitled to judicial approval and
7 meets all of the requirements for approval of a settlement under the PAGA, including that the parties
8 complied with Labor Code § 2699(l)(2) by submitting a copy of the Settlement Agreement to the
9 California Labor and Workforce Development Agency (“LWDA”).

10 4. Pursuant to Labor Code § 2699(l)(2), the Court has reviewed the Settlement and finds
11 the settlement of PAGA claims described therein to be fair, adequate and reasonable. The Court also
12 finds that the LWDA has not objected to the terms of the Settlement. The Court further finds that no
13 other objection to the Settlement has been received by the Court.

14 5. The Court approves and confirms the release and waiver and extinguishment by this
15 Judgment of all Covered Claims as provided for in the Settlement Agreement. The Covered Claims
16 include, without limitation, any and all claims based on the Releasees’ alleged or actual violations of
17 the Labor Code that were alleged, or could have been alleged based on the facts asserted in the
18 PAGA Litigation, including, but not necessarily limited to, violations of Labor Code sections 201,
19 202, 203, 204, 225.5, 226, 226.3, 226.7, 227.3, 256, 432.5, 510, 512, 558, 1174, 1182.12, 1194,
20 1194.2, 1197, 1197.1, 1198 and 2802. The Aggrieved Employees will not be deemed to have
21 released any individual, non-PAGA wage and hour claims by sole virtue of the entry of this
22 Judgment.

23 6. Pursuant to the California Supreme Court decision in *Arias v. Superior Court* (2009)
24 46 Cal.4th 969, 986, “with respect to the recovery of civil penalties, nonparty employees as well as
25 the government [*i.e.*, the State of California] are bound by the judgment in an action brought under
26 the [PAGA]” As defined in the Settlement Agreement, the non-party employees who are
27 covered and bound by this Settlement and its waiver and release provisions include all current and
28 former non-exempt employees of American Gonzo Food Co., LLC., American Beauty Venture,

1 LLC, Deluxe Foods, LLC, Pit Fire Westwood, LLC, Pit Fire Marina, LLC, Pit Fire Manhattan
2 Beach, LLC, Pit Fire Pasadena, LLC, Pit Fire Pizza Co Inc. and PFP Woodland Hills, LLC managed
3 recently in California between October 19, 2020 and the date of the court order approving the PAGA
4 Settlement and entering Judgment.

5 7. The Court also finds that the requested attorneys' fees and costs, Plaintiff's
6 Enhancement Award, and costs of administration as set forth in the Motion for Approval are
7 reasonable and hereby are approved. The Court approves ILYM Settlement Administrators as the
8 Settlement Administrator.

9 8. The Court orders that the Settlement shall be effectuated according to its terms. As
10 provided for in the Settlement Agreement, Defendant shall fund the Gross Settlement Amount in a
11 qualified settlement account administered by the Settlement Administrator within thirty (30)
12 calendar days after entry of the Judgment in the Litigation approving the PAGA Settlement.

13 9. The Settlement is not an admission by Defendant, nor is this Order a finding of the
14 validity of any allegations or of any wrongdoing by Defendant. Neither this Judgment, the
15 Settlement, any document referred to herein, any exhibit to any document referred to herein, any
16 action taken to carry out the Settlement, nor any negotiations or proceedings related to the
17 Settlement are to be construed as, or deemed to be evidence of, or an admission or concession with
18 regard to, the claims asserted by Plaintiff or the denials or defenses of Defendant, and shall not be
19 offered in evidence in any proceeding against the Parties hereto in any court, administrative agency,
20 or other tribunal for any purpose whatsoever other than to enforce the provisions of the Settlement or
21 this Judgment.

22 10. Neither this Judgment, the Settlement, any document referred to herein, any exhibit to
23 any document referred to herein, any action taken to carry out the Settlement, nor any negotiations or
24 proceedings related to the Settlement shall have any collateral estoppel or other preclusive effect
25 against any of the Releasees; provided, however, that any of the Releasees can use this Judgment to
26 enforce the release and extinguishment of the Covered Claims, including without limitation by way
27 of defense to any claims that have been or may hereafter be asserted in any lawsuit or other judicial,
28 administrative, or arbitral proceeding.

1 11. Without affecting the finality of the Judgment, the Court shall retain exclusive and
2 continuing jurisdiction over the above-captioned action and the parties for purposes of enforcing the
3 terms of the Judgment and the Settlement.

4 12. This document shall constitute a judgment under California Code of Civil Procedure
5 § 664.6

6 13. Plaintiff shall submit a copy of this Order to the LWDA within ten (10) days of entry
7 of this Order.

8
9 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**



Elaine W. Mandel

12 Dated: 12/05/2023

Elaine W. Mandel / Judge

Hon. Elaine W. Mandel
Judge of the Superior Court

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