

CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Confidential Settlement Agreement and General Release ("Agreement") is made by and between Plaintiff Samuel Sachs ("Sachs"), on the one hand and Defendants American Gonzo Food Co., LLC. and American Beauty Venture, LLC (collectively, "Defendants" and together with Sachs, the "Parties") on the other hand.

RECITALS

A. On or about September 2, 2021, Sachs filed a Complaint in the Superior Court for the State of California, County of Los Angeles, titled *Samuel Sachs v. Defendants American Gonzo Food Co., LLC., American Beauty Venture, LLC* Case No. 21SMCV01464 (the "Action") alleging individual wage and hour claims by Sachs and causes of action under Business & Professions Code section 17200 *et seq.* and the Private Attorney's General Act ("PAGA"). On or about December 1, 2021, Plaintiff added *American Beauty Venture, LLC* as Doe 1, and dismissed the second cause of action without prejudice. On or about September 28, 2023 Plaintiff filed a First Amended Complaint.

B. Defendants deny and dispute all allegations in the Action, and assert various affirmative defenses, including without limitation, Sachs was fully paid all wages owed, at all times Sachs was afforded opportunities to take all required meal and rest breaks, and Sachs has not sustained any damages or injuries as alleged in the Action.

C. Sachs represents that he has discussed all aspects of his claims and this Agreement with his attorneys, has been fully advised by his attorneys as to his rights, understands that he is waiving significant legal rights by signing this Agreement, and enters into this Agreement voluntarily, with a full understanding of and agreement with all of its terms.

D. Sachs and Defendants acknowledge that the execution of this Settlement is the *result* of compromise and extensive negotiations between the Parties, that this Agreement is entered into in good faith by the Parties, and that this Agreement shall never be considered at any time or for any purpose as an admission of liability by Defendants.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and covenants contained herein, it is agreed as follows:

1. Consideration.

In consideration for entering into this Agreement and complying with its terms, Sachs will be paid the total gross sum of Twenty-Eight Thousand Dollars and Zero Cents (\$28,000.00) ("Settlement Sum") in a checks made payable to (1) Sam Sachs in the amount of \$16,800, subject to withholdings, to (2) Skinner Law Corporation in the amount of \$11,200, with no withholdings, Payment of the Settlement Sum is contingent upon court approval of the concurrent PAGA

settlement agreement and defense counsel's receipt of completed W-9 form for Sachs and his counsel. The Settlement Sum shall be paid within twenty (20) business days of service of the court order approving the concurrent PAGA settlement agreement. If the concurrent PAGA settlement agreement is not approved, then this Agreement shall not be effective.

2. Dismissal of Action.

Within seven (7) days of receipt of the payment described in Section 1, Sachs's counsel shall dismiss the entire Action with prejudice. Each Party shall bear his/its own fees and costs.

3. Release.

In consideration for entering into this Agreement, Sachs hereby irrevocably and unconditionally waives, releases and discharges Defendants and their agents, employees, insurers, owners, members, directors, affiliates, subsidiaries, parent companies, predecessors, successors, related companies and assigns (the "Released Parties") from any and all charges, complaints, claims, liabilities, obligations, agreements, damages, actions, causes of action and/or suits, of any nature whatsoever, known or unknown, fixed or contingent, at law or in equity or pursuant to state, federal or local statute, whether on an individual basis or representative basis, which Sachs now claims to have, own or hold, or which Sachs at any time previously claimed to have, own or hold with regard to or arising out of Sachs' employment with Defendants, including, but not limited to, claims under the Labor Code, Fair Employment and Housing Act (FEHA), Fair Labor Standards Act (FLSA), Labor Code Private Attorney's General Act (PAGA), Title VII, Americans with Disabilities Act (ADA), Fair Credit Reporting Act (FCRA), California Consumer Privacy Act (CCPA), Family and Medical Leave Act (FMLA), California Family Rights Act (CFRA), Worker Adjustment and Retraining Notification (WARN), CalWARN, Genetic Information Nondiscrimination Act (GINA), and any similar or related state, federal, or local laws and regulations related to employment or labor. This general release does not apply to claims that cannot be waived or released by law.

Sachs acknowledges and agrees that he expressly, knowingly and voluntarily waives and relinquishes any and all rights and benefits that he may otherwise have under or by reason of Section 1542 of the California Civil Code, 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 for the purpose of implementing a full and complete release and discharge of all parties, Sachs expressly acknowledges that this Agreement is intended to include in its effect, without limitation, all Sachs's Claims that Sachs does not know or suspect to exist in his favor against Defendant Releasees, or any of them, at the

time of execution hereof, and that this Agreement contemplates the extinguishment of any such claims. However, this release does not include any claims which cannot be waived by law.

4. Covenant Not To Sue.

Sachs covenants and agrees that he will not now or at any time in the future commence, maintain, prosecute, or participate in as a party, or permit to be filed by any other person on current or former employee's behalf or as a member of any alleged class of persons or as a representative of other alleged aggrieved employees, any action, suit, proceeding, claim, or complaint of any kind against any of the Released Parties with respect to any matter which arises from or relates to Sachs's employment with the Released Parties, including without limitation claims brought under the California Private Attorneys General Act, Labor Code §§ 2698, *et seq.* Sachs further covenants and agrees that he will not participate in any putative or certified class, representative, collective or multi-party action or proceeding based on such a claim against the Defendants or any of the other Released Parties.

5. No Voluntary Participation in Claims Against Releasees.

Sachs covenants and represents that, he is not a plaintiff, participant or party to any suit, action, investigation or proceeding to which any Released Parties are a party or a target. Although Sachs' release does not include any claims which cannot be waived by law, including the right to file a charge or participate in an investigation conducted by a federal, state or local government agency (e.g., EEOC, DFEH, NLRB, SEC, etc.), he is waiving his right to any monetary recovery or relief, including attorney's fees and costs, should any such agency pursue any claim on her behalf as to the Releasees. To the maximum extent permitted by law, Sachs further agrees that, if any agency assumes jurisdiction of any complaint, claim or action against the Releasees on his behalf, regarding his, or based upon information provided by him, he shall not seek or accept any damages, remedies or any other individual remedies and shall request that that agency withdraw from the matter or dismiss the matter.

In addition, Sachs agrees and covenants that he will not assist or encourage third parties to participate or bring claims against the Releasees in the future unless Sachs is served by subpoena, any court or governmental order, or otherwise compelled by law.

6. No Admissions.

By entering into this Agreement, the Releasees do not admit that they, or any of them, have violated any statute, law, rule, order, regulation, contract or legal duty, or incurred any liability on account thereof. In addition, by entering into this Agreement, the Releasees make no admission that they have engaged, or are now engaging, in any unlawful conduct or unlawful employment practice, and dispute that any unlawful conduct occurred. It is understood that this settlement is not an admission of liability, but is in compromise of disputed claims that remain untested; that there has been no trial or adjudication of any issue of law or fact herein; and that the Releasees deny liability and intend merely to avoid litigation and expense by entering this Agreement. Sachs further agrees that neither this Agreement nor any term hereof shall be admissible in any present or future proceedings involving any of the parties, except in an action to enforce or interpret this Agreement, pursuant to court order, or as otherwise required by law.

7. Tax Consequences and Indemnification.

Sachs hereby indemnifies Defendants from, and agrees to assume full responsibility to, any federal, state, or local taxing authorities for any tax consequences, including interest and penalties, which may arise as a result of any failure on Sachs' part to pay any taxes owed by him in connection with the payment by under this Agreement. Sachs acknowledges and agrees that Defendants and their legal counsel have made no representations regarding the proper tax treatment and/or tax consequences of the payments set out in Section 1. Sachs further understands and agrees that this Agreement will remain valid and binding irrespective of the tax consequences to any party of any payment under this Agreement. Sachs is responsible for obtaining, if he deems it necessary, any professional advice on any tax issue related herein.

8. Confidentiality of the Agreement.

(a) Sachs represents, warrants, and confirms that he has not disclosed or discussed, orally or in writing, or in any form, forum, or medium, the negotiations and discussions leading to this Agreement, the existence of this Agreement, or any of its terms or conditions with any person, organization ("Confidential Information"), or entity other than his spouse or domestic partner, attorney, or tax advisor. Each such person to whom Sachs discloses Confidential Information shall be advised of and be bound to this confidentiality provision, and any disclosure of Confidential Information by any such person so informed shall constitute a breach by Sachs of Section 8(c) below. Sachs agrees to maintain confidentiality, except as required by law, regarding the negotiations and discussions leading to this Agreement, and the existence and substance of this Agreement, including the amount paid under this Agreement, except that Sachs may disclose this Agreement to his attorney or tax advisor to the extent necessary to obtain advice relating thereto, and then only upon express agreement from the attorney or tax advisor to maintain confidentiality in accordance with this section.

Upon receipt of an inquiry regarding the Released Claims or this Agreement from someone other than Sachs' spouse, attorneys, or tax advisor, Sachs shall state only that "the matter has been resolved." Notwithstanding anything to the contrary in this Agreement, this confidentiality provision does not apply to testimony in an administrative, legislative, or judicial proceeding, as requested by court order, subpoena, or written request from an administrative agency or the legislature, regarding alleged criminal conduct or alleged sexual harassment on the part of Sachs. Sachs shall promptly provide written notice of any such order, subpoena, or written notice of any such order, subpoena, or request to Anthony J. Zaller/Anne McWilliams, Zaller Law Group, PC, 999 N. Pacific Coast Highway, Suite 525, El Segundo, California, 90245.

Sachs further represents and agrees that the confidentiality provisions of this Agreement shall not apply (a) to any judicial proceeding where disclosure of this Agreement is ordered by the court, (b) where disclosure is compelled by law, and/or (c) in conjunction with enforcement of the terms of this Agreement or in connection with the concurrent PAGA settlement.

(b) Permitted Disclosures. Nothing in this Agreement shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government

agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation, or order. Sachs shall promptly provide written notice of any such order to an authorized officer of Defendant. Nothing in this confidentiality provision prohibits or restricts Sachs (or his attorney) from initiating communications directly with, responding to an inquiry from, or providing testimony before any other federal or state regulatory authority regarding this Agreement or its underlying facts or circumstances.

9. No-Disparagement.

(a) Sachs agrees not make, or encourage anyone else to make, any disparaging, false, or misleading comments, remarks, opinions, verbally or in writing or electronically, or engage in any conversation or any communication that disparages Defendants (its owners, officers, directors, employees and franchisor) or which may harm the reputation of Defendants in any way, including without limitation relating to any product, service, capability, or any other aspect of the business of Defendants. This no-disparagement provision also includes, but is not limited to, any negative or disparaging comments, posts, review, opinions, or the like on any type of social media platform at any time presently or in the future. While nothing will prevent Sachs from complying with a lawfully issued subpoena, Sachs will not voluntarily cooperate with any other current or former employee seeking to bring a claim against any party released by this Agreement.

(b) Sachs further agrees not to encourage authorize or permit any such disparaging statements, allegations, comments or communications to be made by others on her behalf. To the extent Sachs has posted any negative comments about Defendants on any platform or website, Sachs agrees to request that these comments be removed and to provide a copy of such request within 30 days of the execution of this Agreement. Nothing in this Agreement prevents Sachs from discussing or disclosing information about unlawful acts in the workplace.

10. No Other Claims.

Sachs represents and warrants that he has not filed any suit, action, charge, complaints, investigation, complaints or charges or lawsuits against the Releasees, or any of them, with any governmental agency or any court, arbitration or other legal forum. Except as otherwise provided by law, Sachs agrees that she will not file any other claims, complaints, charges, lawsuits, or appeals for monetary damages regarding any claims released in this Agreement against Releasees, or any of them, with any governmental agency or court at any time hereafter, and that if any such agency or court assumes jurisdiction of any claim, complaint, charge, lawsuit, or appeal against Releasees, or any of them, on behalf of Sachs, he will request that such agency or court withdraw from, dismiss, or otherwise close the matter.

11. Employee's Representations.

(a) Sachs represents and warrants that he is fully competent to enter into this Agreement.

(b) Sachs represents that he has reported all known or suspected workers' compensation injuries as of the date of his signing this Agreement.

(c) Sachs represents that he has reported all hours worked as of the date of signing this Agreement and has been timely paid or has received all compensation, wages, reimbursements, and benefits which are due and payable as of the date of signing this Agreement except as alleged in the Action and which claims are expressly released in Section 3 above.

(d) Sachs represents that he has not been retaliated against for reporting any allegations of wrongdoing by Defendants or any officers, directors or employees, except as alleged in the Action and which claims are expressly released in Section 3 above.

12. Liens and Indemnification.

Sachs acknowledges and agrees that he is responsible for any liens made in connection with any services performed on his behalf by any attorney, consultants, expert witnesses or healthcare providers. Each Party to this Agreement, is responsible for any fees and costs she/it or it has incurred in this Action including, but not limited to, fees for attorneys, consultants and expert witnesses. Sachs acknowledges and agrees that none of the Released Parties are responsible for the payment of any fees incurred on behalf of Sachs in connection with the Action.

Sachs further acknowledges and agrees that he will indemnify the Released Parties for any and all costs any of them incur as a result of any claims made by any attorneys, consultants, expert witnesses, healthcare providers or other third parties to recover monies from the amounts payable to Sachs under this Agreement.

13. No Assignment of Claims.

Sachs represents and warrants that he has not assigned or otherwise transferred or subrogated, or purported to assign, transfer, or subrogate, to any person or entity, any Released Claim or portion thereof or interest therein she may have against Releasees.

14. Further Acts.

The Parties, without further consideration, shall execute and deliver such other documents and take such other action as may be necessary to achieve the objectives of this Agreement.

15. Joint Participation in Preparation of Agreement.

Each party has had the opportunity to revise, comment upon, and redraft this Agreement. Accordingly, it is agreed that no rule of construction shall apply against any party or in favor of any party. This Agreement shall be construed as if the Parties jointly prepared this Agreement, and any uncertainty or ambiguity shall not be interpreted against any one party and in favor of the

other.

16. Binding Effect of Settlement Agreement.

This Agreement shall be binding upon all Parties hereto and upon their respective spouses, heirs, administrators, representatives, executors, successors, and assigns.

17. Sole and Entire Agreement.

This Agreement sets forth the entire agreement between the Parties and supersedes any and all prior or oral or written agreements or understandings between the Parties concerning the subject matter of this Agreement. This Agreement can only be modified by written agreement executed by both parties.

18. Severability.

If any provision of this Agreement is held by any court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be deemed modified in such manner as to render such provision valid, legal and enforceable to the fullest extent permitted by law. The remaining provisions of this Agreement shall not be affected thereby, and shall continue in full force and effect.

19. Governing Law.

This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California.

20. Counterparts.

This Settlement Agreement may be executed in one or more duplicates or counterparts, and by electronic or scanned signatures, any one of which shall be deemed to be the original even if the others are not produced.

21. Section Headings.

Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

22. Voluntary Agreement.

The Parties execute this Agreement voluntarily and without any duress or undue influence on the part of or on behalf of the Parties to this Agreement, with the full intent of releasing all claims as described herein. The Parties each acknowledge that he/it: (1) has read the Agreement; (2) has been represented in the preparation and negotiation of the Agreement by legal counsel of his/its/his own choice; (3) has received legal advice by such legal counsel prior to execution of this Agreement, if desired; (4) understands the terms and consequences of this Agreement and of the releases it contains; and (5) is fully aware of the legal and binding effect of this Agreement.

23. Fees and Costs.

Each Party shall bear his/its own fees and costs in connection with the negotiation and execution of this Settlement Agreement and the mediation. However, in the event that any Party brings an action to enforce this Agreement, the prevailing Party in such action shall be entitled to recover her/its reasonable attorneys' fees and costs.

24. Code of Civil Procedure Section 664.6.

Pursuant to California Code of Civil Procedure section 664.6, the court shall retain jurisdiction to enforce the terms of this Agreement.

PLEASE READ CAREFULLY. By signing below, I certify I have read the foregoing Confidential Settlement Agreement And General Release, and I understand and agree to be bound by its terms. I have had an opportunity to discuss this Agreement with my attorney, including the opportunity to discuss the terms, the release of claims, and the advisability of entering into the Agreement.

DATED: October 5, 2023


Samuel Sachs

American Gonzo Food Co., LLC

DATED: October __, 2023

By: _____

American Beauty Venture, LLC

DATED: October __, 2023

By: _____

Approved as to Form:

DATED: October __, 2023

Skinner Law Corporation


Troy C. Skinner
Attorneys for Plaintiff

DATED: October __, 2023

Zaller Law Group, PC

Anne McWilliams
Attorneys for Defendants

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DATED: October __, 2023

Samuel Sachs

American Gonzo Food Co., LLC

DATED: October 09, 2023

Paul Hibler

By: Paul Hibler

American Beauty Venture, LLC

DATED: October __, 2023

By: _____

DATED: October __, 2023

Deluxe Foods, LLC

By: _____

DATED: October __, 2023

Pit Fire Westwood, LLC

By: _____

DATED: October __, 2023

Pit Fire Marina, LLC

By: _____

DATED: October __, 2023

Pit Fire Manhattan Beach, LLC

By: _____

DATED: October __, 2023

Pit Fire Pasadena, LLC

By: _____

DATED: October __, 2023

Pit Fire Pizza Co Inc.

By: _____

DATED: October __, 2023

PFP Woodland Hills, LLC

By: _____

Approved as to Form:

DATED: October __, 2023

Skinner Law Corporation

Troy C. Skinner
Attorneys for Plaintiff

DATED: October __, 2023

Zaller Law Group, PC

Anne McWilliams
Attorneys for Defendants

Signature: Paul Hibler
Paul Hibler (Oct 9, 2023 10:03 PDT)

Email: paul@pitfirepizza.com

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DATED: October __, 2023

Samuel Sachs

American Gonzo Food Co., LLC

DATED: October __, 2023

By: _____

American Beauty Venture, LLC

DATED: October 6, 2023

Alex Novak

By: Alex Novak

DATED: October 6, 2023

Alex Novak

Deluxe Foods, LLC

By: Alex Novak

DATED: October 6, 2023

Alex Novak

Pit Fire Westwood, LLC

By: Alex Novak

DATED: October 6, 2023

Alex Novak

Pit Fire Marina, LLC

By: Alex Novak

DATED: October 6, 2023

Alex Novak

Pit Fire Manhattan Beach, LLC

By: Alex Novak

DATED: October 6, 2023

Alex Novak

Pit Fire Pasadena, LLC

By: Alex Novak

DATED: October 6, 2023

Alex Novak

Pit Fire Pizza Co Inc.

By: Alex Novak

DATED: October 6, 2023

Alex Novak

PFP Woodland Hills, LLC

By: Alex Novak

Approved as to Form:

DATED: October __, 2023

Skinner Law Corporation

Troy C. Skinner

Attorneys for Plaintiff

DATED: October __, 2023

Zaller Law Group, PC

Anne McWilliams

Attorneys for Defendants

Signature: Alex Novak
Alex Novak (Oct 6, 2023 15:55 PDT)

Email: alex@agfcorp.com

By: _____

DATED: October __, 2023

Pit Fire Marina, LLC

By: _____

DATED: October __, 2023

Pit Fire Manhattan Beach, LLC

By: _____

DATED: October __, 2023

Pit Fire Pasadena, LLC

By: _____

DATED: October __, 2023

Pit Fire Pizza Co Inc.

By: _____

DATED: October __, 2023

PFP Woodland Hills, LLC

By: _____

Approved as to Form:

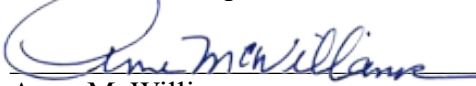
DATED: October __, 2023

Skinner Law Corporation

Troy C. Skinner
Attorneys for Plaintiff

DATED: October 25, 2023

~~Zaller Law Group, PC~~



Anne McWilliams
Attorneys for Defendants