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Superior Court of California,
County of San Diego

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Attorneys for Defendant THE BRIGANTINE, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

JORDAN ANDREW PITT, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

THE BRIGANTINE, INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No. 20STCV39684

[Honorable Richard S. Whitney, Dept. 68]

PAGA REPRESENTATIVE ACTION

**[PROPOSED] ORDER GRANTING
APPROVAL OF PAGA SETTLEMENT
AND FINAL JUDGMENT**

Complaint Filed: August 20, 2021
Trial Date: None Yet Set

**[PROPOSED] ORDER GRANTING APPROVAL OF PAGA SETTLEMENT AND FINAL
JUDGMENT**

PROPOSED ORDER AND JUDGMENT

Before the Court is Plaintiff Jordan Andrew Pitt ("Plaintiff") and Defendant The Brigantine, Inc.'s ("Defendant") (Plaintiff and Defendant are collectively the "Parties") Stipulation for Approval of PAGA Settlement. The Court having considered all papers filed and proceedings herein and otherwise being fully informed, and having made this Judgment which constitutes a final adjudication of this matter on the merits, and good cause appearing,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Court, for purposes of this Order, refers to all defined terms as set forth in the PAGA Settlement Agreement ("Settlement," "Settlement Agreement," or "Agreement"), attached as **Exhibit B** to the Stipulation for Approval of PAGA Settlement.

2. The Labor Workforce and Development Agency ("LWDA") has been given notice of the Settlement. Pursuant to sections 2699(1)(2) and (1)(4) of the California Labor Code, on December 3, 2024, Plaintiff submitted to the LWDA a notice of settlement and a copy of the proposed Settlement Agreement. The Court finds and determines that Plaintiff's notice of the Settlement complied with the statutory requirements of the Private Attorneys General Act, Labor Code § 2698, *et seq.* ("PAGA").

3. The Court finds that the Settlement is, in all respects, fair, reasonable, and adequate. Accordingly, the Court hereby finally and unconditionally approves the Settlement.

4. The Court confirms approval of the Settlement as to the following group of individuals, collectively referred to as the "Aggrieved Employees":

All current and former non-exempt hourly employees of Defendant in the state of California at any time from August 20, 2020 to August 20, 2024 (the "PAGA Period.")

5. The Court approves the Notice of PAGA Settlement (**Exhibit F** to the Stipulation for Approval of PAGA Settlement) to be mailed to Aggrieved Employees along with their respective settlement checks.

6. By operation of this Order, Plaintiff and Aggrieved Employees shall release the Released PAGA Claims against Defendant and other Released Parties in accordance with the Settlement:

Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff and Aggrieved Employees will release claims against all Released Parties as follows:

Release by the LWDA, State of California, and Aggrieved Employees: After the Effective Date and after Defendant fully funds the Gross Settlement amount, the LWDA, State of California, and all Aggrieved Employees, including Plaintiff, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA Penalties that were alleged, reasonably related to, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notices.

“Released Parties” means Defendant, and any of its past, present, and future parents, subsidiaries, affiliates (including Brigantine restaurants; Miguel's Cocina; Ketch Grill and Taps; Ketch Brewing; Portside Coffee and Gelato, and Topsail), officers, directors, employees, partners, members, shareholders and agents, attorneys, and any other successors, assigns, or legal representatives.

7. The Parties shall bear their own respective attorneys’ fees and costs, except as otherwise provided for in the Settlement and approved by the Court.

8. The Court finds that the Gross Settlement Amount, Net Settlement Amount, and the methodology used to calculate and pay each Individual PAGA Payment, in accordance with the Settlement, are fair and reasonable.

9. The Court appoints Plaintiff’s counsel of record, Moon Law Group, PC, as PAGA Counsel.

10. The Court finds that the fees requested by PAGA Counsel of 33.33% of the Gross Settlement Amount are reasonable, and the costs requested in the amount of \$16,254.89 are reasonable and were necessary for the prosecution of this Action.

11. The Gross Settlement Amount shall include payments to the Aggrieved Employees, PAGA Counsel, the LWDA, and the Administrator, as follows:

- a. Actual administration costs of up to \$15,000.00, payable to the Administrator for administration of the Settlement;
- b. Attorneys’ fees to PAGA Counsel in the amount of \$253,333.33;
- c. Reimbursement of costs incurred by PAGA Counsel in the amount of \$16,254.89;
- and
- d. The remaining amount shall be PAGA Penalties, which shall be allocated as

1 follow: 75% to the LWDA and 25% to the Aggrieved Employees in accordance
2 with the terms of the Settlement.

3 12. Defendant shall fully fund the Gross Settlement Amount within 30 days of the Effective
4 Date, in accordance with the terms of the Settlement.

5 13. The Court approves ILYM Group, Inc. as the Administrator of the Settlement and
6 authorizes the Administrator to calculate and pay the Individual PAGA Payments, in accordance
7 with the terms of the Settlement.

8 14. Checks for the Individual PAGA Payments shall be valid for 180 days from the date of
9 issuance. The Administrator will cancel all checks that remain uncashed 180 days from the mailing
10 date and transmit such amounts to Breakthrough T1D in the name of the Aggrieved Employee that
11 did not cash his or her check.

12 15. The Settlement and this resulting Order and Judgment represent a compromise of
13 disputed allegations. Nothing in this Order and Judgment or the Settlement shall be construed as
14 an admission or concession by any party.

15 16. Plaintiff shall submit a copy of this Order to the LWDA within ten calendar days of the
16 date of this Order.

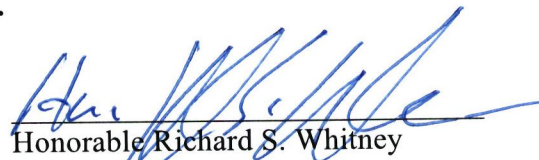
17 17. The Judgment set forth herein is intended to be a final disposition of the Action in its
18 entirety and is intended to be immediately appealable.

19 18. This Court shall retain jurisdiction, pursuant to C.C.P. section 664.6, over this Action,
20 the Parties, and the Aggrieved Employees to the fullest extent necessary to interpret, enforce, and
21 effectuate the terms of this Order and Judgment, as well as the Settlement.

22 19. ~~The Court sets a Compliance Hearing re: Distribution of Settlement Funds for~~
23 ~~on or before~~ orders a declaration of compliance must be filed
April 16th, 2025 at 3 P.m. to reflect that settlement funds are
24 Settlement Compliance have been completed. (PSW)
~~one week before the Compliance Hearing date.~~ Judge

25 **IT IS SO ORDERED AND ADJUDGED.**

26 DATED: 2-26-25

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28 Honorable Richard S. Whitney
Judge of the Superior Court

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**[PROPOSED] ORDER GRANTING APPROVAL OF PAGA SETTLEMENT AND
FINAL JUDGMENT**

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[✓] **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

Executed on January 16, 2025, at Los Angeles, California.

Signature _____