

Mark A. Ozzello (116595)
THE OZZELLO PRACTICE, PC
400 Continental Blvd. 6th Floor
El Segundo, CA 90245
Telephone: (844) 774-2020
Facsimile: (844) 774-2020
mark@ozzellolaw.com

David R. Greifinger, Esq. (SBN 105242)
Calvin A. Marshall, Esq. (SBN 318587)
LAW OFFICES OF DAVID R. GREIFINGER
15515 W. Sunset Boulevard, Unit 214
Pacific Palisades, California 90272
Telephone: (424) 330-0193
Facsimile: (831) 920-4864
tracklaw@me.com
calvin@greifingerlaw.com

Attorneys for Plaintiff,
LAURA SANCHEZ and DREW KARTCHNER

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

LAURA SANCHEZ, an individual, on behalf
of herself, and on behalf of all aggrieved
employees; and DREW KARTCHNER, an
individual, on behalf of himself,

Plaintiffs,

vs.

GREATDANE CATERING AND EVENTS,
LLC, a California corporation; RANNI
KUMGISKY, an individual; DANE
PEARSON, an individual; and DOES 1
through 50 inclusive

Defendants.

Case No.: **22STCV00612**
Hon. Kenneth R. Freeman, Dept. 14

STIPULATED JUDGMENT

Complaint filed: January 6, 2022
Trial Date: None Set

WHEREAS, on July 21, 2022, Plaintiffs LAURA SANCHEZ and DREW KARTCHNER (“Plaintiffs”) filed their First Amended Class Action Complaint For Damages and Injunctive Relief; Enforcement Action Under The Private Attorneys General Act, California Labor Code § 2698, et seq. (“FAC”) as against Defendants GREATDANE CATERING AND EVENTS, LLC, a California corporation; RANNI KUMGISKY, an individual; and DANE PEARSON, an individual, (“Defendants”) alleging the following wage and hour violations at Detour Bistro restaurant and bar in Los Angeles County, CA (the Restaurant):

1. FAILURE TO PAY OVERTIME COMPENSATION AND LIQUIDATED DAMAGES [CAL. LAB. CODE §§ 510, 1194, 1194.2, and 1198];
2. FAILURE TO PAY MINIMUM WAGES AND LIQUIDATED DAMAGES [CAL. LAB. CODE §§ 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198 and CAL. CODE REGS., Tit. 8, §§ 11050];
3. FAILURE TO PROVIDE MEAL PERIODS [CAL. LAB. CODE §§ 226.7 and 512, and CAL. CODE REGS., Tit. 8, §§ 11050];
4. FAILURE TO PROVIDE REST PERIODS [CAL. LAB. CODE §§ 226.7 and 512, and CAL. CODE REGS., Tit. 8, §§ 11050];
5. FAILURE TO PROVIDE ITEMIZED STATEMENTS AND MAINTAIN ACCURATE PAYROLL RECORDS [CAL. LAB. CODE §§ 226(a), 1174(d), and 1198];
6. FAILURE TO PROVIDE ADEQUATE SEATING [CAL. LAB. CODE § 1198; CAL. CODE REGS., Tit. 8, § 11050(14)];
7. CONVERSION - IMPROPER RECEIPT AND DISTRIBUTION OF GRATUITIES [CAL. LAB. CODE § 351];
8. FAILURE TO PAY WAGES UPON TERMINATION OF EMPLOYMENT [CAL. LAB. CODE § 203];
9. UNFAIR COMPETITION [CAL. BUS. & PROF. CODE § 17200, et seq.]; and,
10. CIVIL PENALTIES FOR VIOLATIONS OF THE CALIFORNIA LABOR CODE, PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT [CAL. LAB. CODE § 2698, et seq.]

WHEREAS, on March 29, 2023, the Court ordered that Plaintiffs’ class action allegations contained in the FAC were dismissed without prejudice.

WHEREAS Plaintiff LAURA SANCHEZ, in her Tenth Cause of Action, alleged claims for violations of the Labor Code on behalf of all aggrieved employees under the Private Attorneys General Act (“PAGA”) (Lab. Code, § 2698 et seq.).

WHEREAS, besides Plaintiff LAURA SANCHEZ, Plaintiffs have confirmed that that there only a total of five potentially aggrieved employees, as Defendants operated a small restaurant, often staffed by one person, with long term employees.

1 WHEREAS, the Detour Bistro restaurant has closed, and Defendants have
2 represented that they are judgment proof, laden with debts, and their only asset is a liquor
3 license.

4 WHEREAS, the parties desire to resolve Plaintiffs' Claims in a sensible manner for
5 all concerned.

6 WHEREAS, further pursuit of PAGA penalties on behalf of the five estimated
7 potentially aggrieved employees would be economically unfeasible.

8 WHEREAS, Plaintiffs on the one hand, and Defendants on the other hand, have
9 agreed to settle Plaintiffs individual claims for a gross amount of \$55,000.00, with
10 payments to be made pursuant to a Settlement Agreement between the Parties (the
11 "Settlement"); and

12 NOW THEREFORE the parties ask, in the interest of effectuating the Settlement,
13 that the Court enter the attached Judgment.

14 IT IS SO STIPULATED.

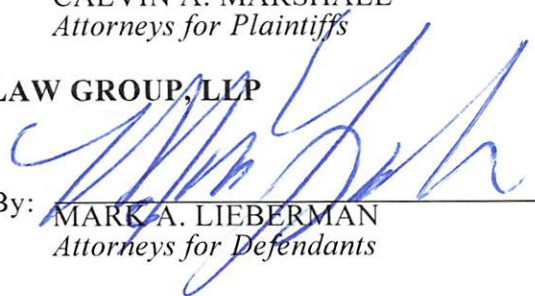
15 Dated: November 1, 2024

THE OZZELLO PRACTICE, PC
THE LAW OFFICES OF DAVID R. GREIFINGER

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18 By: 
19 MARK A. OZZELLO
20 DAVID R. GREIFINGER
21 CALVIN A. MARSHALL
22 *Attorneys for Plaintiffs*

23 Dated: November 7, 2024

FLP LAW GROUP, LLP

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25
26 By: 
27 MARK A. LIEBERMAN
28 *Attorneys for Defendants*

1 **[Proposed] JUDGMENT**

2 Having reviewed the parties' joint stipulation and good cause being shown, it is
3 hereby **ORDERED, ADJUDGED AND DECREED** as follows:

4 1. Judgment shall be entered in favor of and for Plaintiffs LAURA SANCHEZ
5 and DREW KARTCHNER against Defendants GREATDANE CATERING AND
6 EVENTS, LLC, a California corporation; RANNI KUMGISKY, an individual; and DANE
7 PEARSON, an individual, jointly and severally, in an amount of \$55,000.00.

8 2. This Judgment shall be binding on all parties to the Agreement. This judgment
9 shall not be recorded nor shall action be taken to enforce the judgment unless one of the Parties
10 breaches a material term of the Agreement.

11 3. Without affecting the finality of the Judgment, the Court shall retain exclusive
12 and continuing jurisdiction over the above-captioned action and the Parties for purposes of
13 enforcing the terms of the Agreement under Code of Civil Procedure section 664.6.

14 4. Neither this Judgment, the Agreement, any document referred to herein, any
15 exhibit to any document referred to herein, any action taken to carry out the settlement, nor any
16 negotiations or proceedings related to the settlement are to be construed as, or deemed to be
17 evidence of, or an admission or concession with regard to, the denials or defenses of
18 Respondents and shall not be offered in evidence in any proceeding against the Parties hereto in
19 any court, administrative agency, or other tribunal for any purpose whatsoever other than to
20 enforce the provisions of the Judgment or Agreement.

21 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

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23 Dated: _____

24 Hon. Kenneth R. Freeman
25 Judge of the Superior Court
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STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within lawsuit; my business address is 15515 W. Sunset Boulevard, Unit 214, Pacific Palisades, California 90272.

On **December 30, 2024** I served the foregoing document described as **STIPULATED JUDGMENT** on the interested parties in this action by placing ☒ a true copy thereof on:

Labor and Workforce Development Agency
(By Posting on the LWDA PAGA Website)

MARC A. LIEBERMAN, ESQ.
FLP LAW GROUP, LLP
1875 Century Park East, Suite 2230
Los Angeles, CA 90067
marc.lieberman@flpllp.com
Attorneys for Defendants GREATDANE
CATERING AND EVENTS, LLC, RANNI
KUMGISKY, and DANE PEARSON
(via E-Mail)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **December 30, 2024** at Los Angeles County, California.

Calvin Marshall
Type or Print Name

Signature