

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “**Agreement**”) is made by and between Laura Sanchez (“**Sanchez**”) and Drew Kartchner (“**Kartchner**”) (Sanchez and Kartchner are collectively “**Plaintiffs**”), on the one hand, and Defendants GREATDANE CATERING AND EVENTS, LLC (“**GDC**”), Ranni Kumgisky (“**Kumgisky**”), Dane Pearson (“**Pearson**”) (GDC, Kumgisky, and Pearson are collectively referred to as “**Defendants**”) on the other hand. Plaintiffs and Defendants are referred to collectively as the “Parties,” or “Settlement Parties” and individually as a “Party.” This Agreement is intended to resolve all disputes and extinguish those obligations described below.

Recitals

This Agreement is made with reference to the following:

A. WHEREAS, on July 21, 2022, 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**” or “**Action**”) as against Defendants alleging the following wage and hour violations (collectively the “**Claims**”):

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.*]

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

C. WHEREAS, Defendants deny and dispute any and all of the alleged claims and allegations in the Action and any other alleged claims and allegations that could have been asserted by Plaintiffs as a result of their working relationships with Defendants, the end of their working relationships with Defendants, and/or any relationship between Plaintiffs and Defendants; and

D. WHEREAS, there has been no determination on the merits of Plaintiffs' claims, however, the Parties wish to avoid the expense of further proceedings and desire to resolve any and all claims alleged by Plaintiffs, and any and all claims that could be alleged as a result of their working relationships with Defendants, and/or generally arising out of or in connection with Plaintiffs' working relationships with Defendants and the cessation thereof. While this Agreement resolves the issues between the Parties in connection with the Action, it does not constitute an admission by any Party of any of the matters alleged by any other Party, or of any violation of Federal, State, or Local law, ordinance or regulation. Neither this Agreement nor anything in this Agreement shall be construed to be or be admissible in any proceeding as evidence of liability or wrongdoing by any of the Parties hereto.

E. WHEREAS, Defendants represent that GDC is the owner of California Liquor License No. 537761 (the "**Liquor License**") and that GDC is presently in

escrow to sell the Liquor License (the “Escrow”). The Escrow is being conducted by: NAME, COMPANY, ADDRESS, EMAIL ADDRESS (the “Escrow Agent”). Defendants further represent that the sale of the Liquor License is pending the approval of the Alcoholic Beverage Control Board, but that they anticipate that the sale will close on or about November 15, 2024.

NOW, THEREFORE, in consideration of the covenants and agreements contained and the consideration described in this Agreement, the Settlement Parties do hereby agree as follows:

Covenants

1. **Contingency of Entire Agreement:** This entire Agreement, and any rights and responsibilities thereunder, is contingent upon Defendants’ full execution of an irrevocable assignment for security purposes of proceeds from the sale of any California Department of Alcoholic Beverage Control license held by any of the Defendants, including license number 537761 (“Irrevocable Assignment of Proceeds”). The Irrevocable Assignment of Proceeds that shall be executed by Defendants is attached hereto as EXHIBIT A. The entire Agreement, and any rights and responsibilities thereunder, is also contingent upon counsel for Defendants’ full execution of a Stipulated Judgment. The Stipulated Judgment that shall be executed by counsel for Defendants is attached hereto as EXHIBIT B.

2. **Consideration To Plaintiffs:** In full and complete satisfaction of any and all claims Plaintiffs may have against Defendants and the Defendants’ Released Parties, as defined below, Defendants shall pay Plaintiffs a total of \$55,000 (“**Settlement Amount**”), to be allocated as follows:

Fifteen Thousand Dollars (\$15,000.00) for Plaintiff Laura Sanchez’s claims;

Five Thousand Dollars (\$5,000.00) for Plaintiff Drew Kartchner’s claims;

Thirty-Five Thousand Dollars (\$35,000.00) for Plaintiffs attorneys’ fees and costs.

The Settlement Amounts which will be paid as follows:

- i. \$15,000.00 within 5 days of the execution of this Agreement (“**Initial Payment**”). The Initial Payment shall be in good funds payable to “David Greifinger Attorney at Law Client Trust Account” and delivered to Law Offices of David R. Greifinger, 15515 W. Sunset Boulevard, Unit 214,

Pacific Palisades, California 90272 by overnight courier (e.g. Federal Express) or priority mail.

- ii. Upon close of escrow (and directly from escrow) \$40,000.00 shall be paid to to “David Greifinger Attorney at Law Client Trust Account” and shall be sent to the Law Offices of David R. Greifinger, 15515 W. Sunset Boulevard, Unit 214, Pacific Palisades, California 90272 by overnight courier or priority mail.

3. Within one business day after the full execution of this Agreement, counsel for Defendants shall provide the fully executed Irrevocable Assignment of Proceeds to the Escrow Agent, with proof of transmission of the same to Counsel for Plaintiffs. Counsel for Plaintiffs shall also be entitled to provide the fully executed Irrevocable Assignment of Proceeds to the Escrow Agent. Within five days of full execution of this agreement, Plaintiffs will file a request for dismissal, of all PAGA claims [the Tenth Cause of Action in the FAC], without prejudice as to all aggrieved employees besides Sanchez, and with prejudice as to Sanchez. Counsel for Plaintiffs will also file the Stipulated Judgment.

- i. Within five days of counsel for Plaintiff receiving the entire Settlement Amount, Plaintiff will file a Dismissal with prejudice of all remaining claims in the Action.
- ii. Defendants shall cooperate in executing any forms that may be necessary to carry out the intent of this Agreement.

3. Tax Indemnification: Defendants’ payment to Plaintiffs of the Settlement Amount represents a compromise of all of Plaintiffs’ claims. Plaintiffs recognize that Defendants are not withholding any further federal or state income taxes, or any other type of payroll deduction from the Settlement Sum. Plaintiffs agree that liability, if any, for state and/or United States federal income tax payments or penalties arising from said payment shall be Plaintiffs’ sole responsibility. However, such liability shall be limited to Plaintiffs’ own tax obligations and shall not extend to any of Defendants’ tax liabilities. Plaintiffs agree and covenant to hold Defendants harmless and defend them from any and all claims and penalties arising out of or relating to any claim that Defendants should have withheld any sums from these payments or arising out of or relating to any claim that taxes were due and unpaid by Plaintiffs.

4. Prosecution of Claims by Plaintiffs: Plaintiffs acknowledge and agree that all issues arising out of or relating in any way to Plaintiffs' Claims, Plaintiffs' employment with Defendants, and all related facts are resolved in connection with Defendants, and its current and former agents, affiliates, representatives, shareholders, officers, directors, attorneys, insurers and employees, and that Plaintiffs will not initiate or pursue any other action or proceeding arising out of or relating to Plaintiffs' Claims, Plaintiffs' employment with Defendants, or the facts alleged therein against Defendants, except as may be required to enforce this Agreement.

5. General Release of Claims:

a. Provided a petition under Title 11 of the United States Code has not been filed by or against GDC within 91 days of the payment of the entire Settlement Amount, for and in consideration of the covenants contained herein, Plaintiffs, for themselves and for their spouses, heirs, executors, administrators, successors and assigns, hereby release, acquit and forever discharge, to the fullest extent permitted by law, Defendants, and each of them, and their respective past, present or future parents, subsidiaries, affiliates and related entities, members, managers, partners, officers, directors, shareholders, persons, employees, and family members, (the foregoing including Defendants, the "Defendants Related Parties"), and each of the Defendants Related Parties' respective past, present or future, direct or indirect, parents, subsidiaries, affiliates and related entities, members, managers, partners, officers, directors, shareholders, persons, employees, and family members, as well as all past, present or future, agents, servants, representatives, attorneys, insurers, re-insurers, professional employer organizations, assigns, and any and all other entities and natural persons with whom they have been, are now, or may hereafter be affiliated, (all of the foregoing, collectively "**Releasees**"), from any and all claims, demands, obligations, actions, causes of action, liabilities, debts, promises, agreements, demands, attorneys' fees, losses and expenses, known or unknown, suspected or unsuspected, filed or unfiled, that he may have, have had or in the future have, arising out of any known or unknown fact, condition or incident occurring prior to the date of this Agreement, including but not limited to those arising out of or in connection with any claims, demand, charges, or complaints, arising out of or in connection with his working relationship or any other interaction or relations with Releasees. This release includes, without limiting the generality of the foregoing:

- All claims arising under Defendants' policies and procedures, whether formal or informal;

- The Equal Pay Act;
- California Fair Employment and Housing Act – Cal. Gov’t Code § 12900 et seq.;
- The California Private Attorney’s General Act;
- Those other provisions of the California Labor Code that lawfully may be released;
- California Industrial Wage Orders;
- California Business & Professions Code;
- Any basis for recovering costs, fees or other expenses including attorneys’ fees incurred in these matters.

Defendants hereby release, acquit and forever discharge Plaintiffs, as well as their past, present or future, representatives and attorneys, from any and all claims, demands, obligations, actions, causes of action, liabilities, debts, promises, agreements, demands, attorneys’ fees, losses and expenses, known or unknown, suspected or unsuspected, filed or unfiled, that they may have, have had or in the future have, arising out of any known or unknown fact, condition or incident occurring prior to the date of this Agreement, including but not limited to those arising out of or in connection with any claims, demand, charges, or complaints, arising out of or in connection with Plaintiff’s working relationship with Defendants.

b. To affect a full and complete general release as described above, the Parties expressly waive and relinquish all rights and benefits of § 1542 of the Civil Code of the State of California and does so understanding and acknowledging the significance and consequence of specifically waiving § 1542. Section 1542 of the Civil Code of the State of California states 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.

Laura Sanchez’s Initials LS Drew Kartchner’s Initials DK Ranni Kumgisky’s Initials _____ Dane Pearson’s Initials _____

- The Equal Pay Act;
- California Fair Employment and Housing Act – Cal. Gov’t Code § 12900 et seq.;
- The California Private Attorney’s General Act;
- Those other provisions of the California Labor Code that lawfully may be released;
- California Industrial Wage Orders;
- California Business & Professions Code;
- Any basis for recovering costs, fees or other expenses including attorneys’ fees incurred in these matters.

Defendants hereby release, acquit and forever discharge Plaintiffs, as well as their past, present or future, representatives and attorneys, from any and all claims, demands, obligations, actions, causes of action, liabilities, debts, promises, agreements, demands, attorneys’ fees, losses and expenses, known or unknown, suspected or unsuspected, filed or unfiled, that they may have, have had or in the future have, arising out of any known or unknown fact, condition or incident occurring prior to the date of this Agreement, including but not limited to those arising out of or in connection with any claims, demand, charges, or complaints, arising out of or in connection with Plaintiff’s working relationship with Defendants.

b. To affect a full and complete general release as described above, the Parties expressly waive and relinquish all rights and benefits of § 1542 of the Civil Code of the State of California and does so understanding and acknowledging the significance and consequence of specifically waiving § 1542. Section 1542 of the Civil Code of the State of California states 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.

Laura Sanchez’s Initials LS Drew Kartchner’s Initials DK Ranni Kumgisky’s Initials _____ Dane Pearson’s Initials DP

The Parties expressly declare and represent that they have read this Paragraph 5(b), and fully understand the effect of this waiver of the rights and benefits of Civil Code Section 1542, and that they knowingly, freely and voluntarily waive and relinquish such rights and benefits.

c. To the extent permitted by applicable law, the release and waiver set forth above is valid and binding whether the claims and rights released and waived arise under any federal, state, or local statute, regulation or ordinance, under the common law or in equity or under any policy, agreement, understanding, or promise, written or oral, formal or informal, between the Parties.

d. The Parties acknowledge that they may hereafter discover facts, matters or events different from or in addition to those he now knows or believes to be true in respect to the claims, demands, damages, debts, liabilities, accounts, actions or causes of action herein released, and hereby agree that these releases shall be and remain in effect in all respects as a complete general release as to the matters released, notwithstanding any such different or additional facts.

7. Attorney's Fees and Costs: Except as expressly provided for in this Agreement, the Settlement Parties acknowledge and agree that they each will be solely responsible for their own attorney's fees, costs, and liens and neither party shall be viewed as a prevailing party by virtue of this settlement agreement.

8. No Assignment of Claims: Plaintiffs expressly warrant that they have not transferred to any other person or entity any of the rights or causes of action released in this Agreement, whether as part of the General Release or otherwise.

9. Effect of Invalidity of Provision: Should any provision of this Agreement be declared or determined by any court of competent jurisdiction to be wholly or partially illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining parts, terms or provisions of this Settlement Agreement will not be affected thereby. Such an illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Settlement Agreement.

10. Jurisdiction: The interpretation of the provisions of this Agreement will be governed by the laws of the State of California.

11. Neutral Interpretation of Agreement: This Agreement will be construed as though jointly prepared by the Settlement Parties. Any uncertainty or ambiguity may not be

interpreted for or against any one Party. The headings contained in this Agreement are intended solely for reference purposes and shall not affect in any way the meaning or interpretation of this Agreement.

12. Entire Agreement of the Parties: This negotiated document sets forth the entire agreement between the Settlement Parties regarding settlement of the matters described herein, and supersedes all prior agreements, representations, and understandings of the Settlement Parties. No supplement, modification, or amendment of this Agreement will be binding unless executed in writing by all Settlement Parties.

13. Fairness of Agreement: The Settlement Parties agree that the terms of the Agreement are fair, reasonable and adequate, and covenant never to challenge the validity of the Agreement.

14. Voluntary and Knowing Settlement: The Settlement Parties hereby state and represent that they each have read the foregoing Settlement Agreement in its entirety, and that they accept and agree to the provisions contained therein, and hereby execute it voluntarily, and with full understanding of the consequences.

15. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original. Additionally, the Parties understand and agree that a faxed signature shall be deemed an original signature for purposes of this Agreement.

16. Continuing Jurisdiction of Court: The parties agree and stipulate that the Court will have continuing jurisdiction under Code of Civil Procedure section 664.6 to enforce the terms of this Agreement.

17. Enforcement of this Agreement: If either party brings an action to enforce this Agreement or moves the Court to enforce this Agreement under Code of Civil Procedure section 664.6, the prevailing party will be entitled to reasonable costs and attorneys' fees.

[Signatures on following page.]

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Agreement as of the date set forth below:

The Settlement Parties

Dated: Nov 1, 2024

Laura Sanchez
Laura Sanchez (Nov 1, 2024 13:43 PDT)

Laura Sanchez

Dated: Nov 1, 2024


Drew Kartchner (Nov 1, 2024 10:04 PDT)

Drew Kartchner

Dated: _____

Ranni Kumgisky

Dated: _____

Dane Pearson

Dated: _____

Great Dane Catering and Events, LLC

By: _____
Ranni Kumgisky, Member/Manager

By: _____
Dane Pearson, Member/Manager

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Agreement as of the date set forth below:

The Settlement Parties

Dated: _____

Laura Sanchez

Dated: _____

Drew Kartchner

Dated: 11/7/2024 _____

Signed by:

CF96785E92E44B4...
Ranni Kungisky

Dated: 11/7/2024 _____

DocuSigned by:

0C3DE7C9629B445...
Dane Pearson

Dated: 11/7/2024 _____

Great Dane Catering and Events, LLC

By: Signed by:

CF96785E92E44B4...
Ranni Kungisky, Member/Manager

By: DocuSigned by:

0C3DE7C9629B445...
Dane Pearson, Member/Manager

EXHIBIT A

IRREVOCABLE ASSIGNMENT OF INTEREST IN PROCEEDS

By this assignment (“**Assignment**”), dated October 17, 2024 for reference purposes, Great Dane Catering and Events, LLC, dba The Detour (“**Assignor**”) hereby irrevocably assigns for security purposes to the Law Offices of David R. Greifinger f/b/o Laura Sanchez (“**Sanchez**”), an individual, on behalf of herself, and on behalf of all aggrieved employees; and Drew Kartchner (“**Karchner**”), an individual, on behalf of himself (collectively “**Assignee**”) the first \$40,000 (the “**Payment**”) of the proceeds of the sale of that certain California Liquor License ABC No. 537761 (the “**Proceeds**”).

The above-referenced \$40,000 Payment shall be paid directly to Assignee from escrow immediately upon close of escrow and shall not be paid to Assignor.

This Assignment secures payment of that certain obligation memorialized in that certain Settlement Agreement and Release by and between Sanchez and Kartchner on the one hand and Assignor, Ranni Kumgisky, and Dane Pearson on the other hand.

This Assignment shall act as escrow instructions with respect to California Liquor License ABC No. 537761 and shall supersede any other escrow instructions with respect to California Liquor License ABC No. 537761.

Great Dane Catering and Events, LLC (“Assignor”)

By _____

Ranni Kumgisky, Managing Member

By _____

Dane Pearson, Managing Member

EXHIBIT B

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

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

- 9 1. FAILURE TO PAY OVERTIME COMPENSATION AND LIQUIDATED
10 DAMAGES [CAL. LAB. CODE §§ 510, 1194, 1194.2, and 1198];
- 11 2. FAILURE TO PAY MINIMUM WAGES AND LIQUIDATED DAMAGES [CAL.
12 LAB. CODE §§ 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198 and CAL. CODE REGS.,
13 Tit. 8, §§ 11050];
- 14 3. FAILURE TO PROVIDE MEAL PERIODS [CAL. LAB. CODE §§ 226.7 and 512, and
15 CAL. CODE REGS., Tit. 8, §§ 11050];
- 16 4. FAILURE TO PROVIDE REST PERIODS [CAL. LAB. CODE §§ 226.7 and 512, and
17 CAL. CODE REGS., Tit. 8, §§ 11050];
- 18 5. FAILURE TO PROVIDE ITEMIZED STATEMENTS AND MAINTAIN
19 ACCURATE PAYROLL RECORDS [CAL. LAB. CODE §§ 226(a), 1174(d), and
20 1198];
- 21 6. FAILURE TO PROVIDE ADEQUATE SEATING [CAL. LAB. CODE § 1198; CAL.
22 CODE REGS., Tit. 8, § 11050(14)];
- 23 7. CONVERSION - IMPROPER RECEIPT AND DISTRIBUTION OF GRATUITIES
24 [CAL. LAB. CODE § 351];
- 25 8. FAILURE TO PAY WAGES UPON TERMINATION OF EMPLOYMENT [CAL.
26 LAB. CODE § 203];
- 27 9. UNFAIR COMPETITION [CAL. BUS. & PROF. CODE § 17200, et seq.]; and,
- 28 10. CIVIL PENALTIES FOR VIOLATIONS OF THE CALIFORNIA LABOR CODE,
PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT [CAL. LAB. CODE §
2698, et seq.]

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

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

26 WHEREAS, besides Plaintiff LAURA SANCHEZ, Plaintiffs have confirmed that
27 that there only a total of five potentially aggrieved employees, as Defendants operated a
28 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.

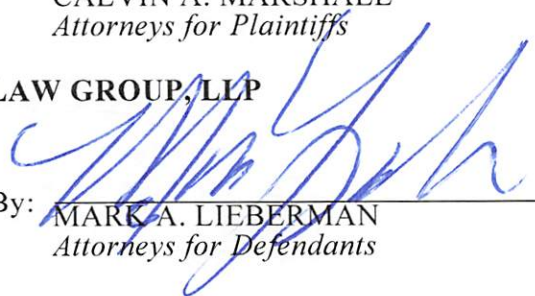
15 Dated: November 1, 2024

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

16
17
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

24
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.**

22
23 Dated: _____

24 Hon. Kenneth R. Freeman
25 Judge of the Superior Court
26
27
28

Sanchez - Settlement Agreement and Release w. EXH A and B

Final Audit Report

2024-11-01

Created:	2024-11-01
By:	The Ozzello Practice PC (cmarshall@ozzellolaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_pjy_a91ps06LC118MpuZ84i1AmZObol

"Sanchez - Settlement Agreement and Release w. EXH A and B" History

-  Document created by The Ozzello Practice PC (cmarshall@ozzellolaw.com)
2024-11-01 - 4:22:32 PM GMT
-  Document emailed to Laura Sanchez (lisanchez25@gmail.com) for signature
2024-11-01 - 4:24:17 PM GMT
-  Document emailed to Drew Kartchner (drewkartchner@gmail.com) for signature
2024-11-01 - 4:24:17 PM GMT
-  Email viewed by Drew Kartchner (drewkartchner@gmail.com)
2024-11-01 - 5:00:57 PM GMT
-  Document e-signed by Drew Kartchner (drewkartchner@gmail.com)
Signature Date: 2024-11-01 - 5:04:06 PM GMT - Time Source: server
-  Email viewed by Laura Sanchez (lisanchez25@gmail.com)
2024-11-01 - 7:20:13 PM GMT
-  Document e-signed by Laura Sanchez (lisanchez25@gmail.com)
Signature Date: 2024-11-01 - 8:43:00 PM GMT - Time Source: server
-  Agreement completed.
2024-11-01 - 8:43:00 PM GMT