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Attorney for Plaintiff, Martin Felix, on behalf of
himself and all “aggrieved employees” pursuant to
Labor Code §2698 et seq.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF IMPERIAL**

MARTIN FELIX, on behalf of himself
and all “aggrieved employees” pursuant to
Labor Code § 2698 et seq.;

Plaintiff,

vs.

SUNDANCE RESTAURANT
HOLDINGS, LLC, a California limited
liability company, OMAR BUKHOWA,
an individual, MICHAEL MURRAY, an
individual, POGGI FOODS, LLC, a
California limited liability company, and
DOES 1 through 10, inclusive,

Defendants.

CASE NO.: ECU004318

*Assigned for all purposes to the Honorable Judge
L. Brooks Anderholt, Department 9*

**STIPULATION AND [PROPOSED] ORDER
APPROVING SETTLEMENT OF PRIVATE
ATTORNEYS GENERAL ACT CLAIMS**

[Filed concurrently with Declaration of Amit
Peery in support of Stipulation and [Proposed]
Order Approving Settlement of Private Attorneys
General Act Claims]

Complaint Filed: September 18, 2025

STIPULATION**IT IS HEREBY STIPULATED BY AND BETWEEN THE PARTIES AS
FOLLOWS:**

1. On September 17, 2024, Plaintiff, by through counsel, filed with the California Labor & Workforce Development Agency (“LWDA”) and served on Defendants, Sundance Restaurant Holdings, LLC, Omar Bukhowa and Michael Murray, a notice on behalf of himself and other aggrieved employees alleging violations of the California Labor Code and applicable Wage Orders by the Defendants Sundance Restaurant Holdings, LLC, Omar Bukhowa and Michael Murray. (Declaration of Amit Peery (“AP Decl.”) at ¶3; Exhibit A to AP Decl.). The notice was filed and served pursuant to applicable provision of California’s Private Attorneys General Act, California Labor Code sections 2698, et seq. (hereinafter, “PAGA”)

2. Following exchanges of information with the Defendants, on May 9, 2025, Plaintiff filed with the LWDA and served on Defendants an amended notice adding Poggi Foods, LLC as an additional defendant; a copy of the original and amended notices to the LWDA are attached hereto as Exhibit A (the “PAGA Notice”; AP Decl. ¶ 4; Exhibit A to AP Decl.).

3. Plaintiff filed this Representative Action Complaint against Defendants on September 18, 2025 (the “Action”) seeking civil penalties based on the facts alleged in the PAGA Notice, including allegations that the Defendants failed to pay wages due (including for off the clock work and overtime), provide compliant meal and rest periods, pay all sums due on separation of employment and (“the Action”) (AP Decl. at ¶5).

4. From the date of receipt of the PAGA Notice to present, Defendants have vehemently denied and continue to deny any liability and wrongdoing to Plaintiff and/or any of the allegedly aggrieved employees for the violations alleged in the PAGA Notice and Action (AP Decl. at ¶¶7 and 11).

5. Over several months that have passed since Plaintiff filed and served the PAGA notice, Plaintiff and Defendants (the “Parties”), through respective counsel, have been exchanging informal discovery and information regarding the aggrieved employees and the alleged claims

and other facts related to the PAGA Notice and Action (AP Decl. at ¶¶8 and 9). The Parties have also engaged in extensive and adversarial discussions and argument regarding the facts of the case and the legal merits of Plaintiff’s claims, the penalties sought and the defenses thereto, and the financial condition of Defendants (AP Decl. at ¶8 and 9).

5. Following months of discussion, argument and extensive and prolonged negotiations, and giving great consideration to the facts and legal positions, the uncertainty of an outcome to be had in the Action, the risk of an adverse outcome that each of the Parties potentially faces, and the time, energy and expense of litigating the matter, the Parties finally reached a settlement agreement (the “Settlement”) (AP Decl. at ¶¶9 and 12). All Parties and their experienced counsel deem the settlement amount to be a fair and reasonable compromise for both sides (AP Decl. at ¶12).

6. The Settlement is memorialized in a signed PAGA Settlement Agreement, a true and correct copy of which has been attached as Exhibit B to the Declaration of Amit Peery in support hereof (the “Settlement Agreement”) (AP Decl. at ¶10; Exhibit B to AP Decl.).

7. Pursuant to the Settlement Agreement, the Defendants have agreed to pay a gross settlement amount of \$102,500.00, which amount is inclusive of sums to be distributed to the LWDA and the aggrieved employees (approximately 120 of them) for penalties (65%/35% respectively pursuant to applicable law), the costs of a neutral administrator, an apportionment for attorneys’ fees and costs, and an enhancement and general release payment to Plaintiff. The gross settlement amount is payable by Defendants in 2 installments; the 1st within seven days of an Order approving of the settlement and the 2nd due thirty days thereafter (Exhibit B to AP Decl)

8. Pursuant to the Settlement Agreement, all Aggrieved Employees, the LWDA and the State of California (by and through Plaintiff as an agent and proxy of the LWDA) fully, finally, and forever release, settle, compromise, relinquish and discharge Defendants and Released Parties from all claims, rights, demands, liabilities, and causes of action for PAGA penalties against Defendants or a Released Party arising from or relating to the alleged violations and/or facts asserted in this Complaint and/or the PAGA Notice. The complete terms of the release are

1 set forth in the Settlement Agreement. In exchange for the Settlement, Plaintiff also agrees to a
2 release under Section 1542 of the California Civil Code.

3 9. Pursuant to the Settlement Agreement, Plaintiff has agreed to dismiss the Action with
4 prejudice upon issuance of the Court's Order approving the Settlement and then within five (5)
5 business days of the Defendants making the the 1st installment (Settlement Agreement ¶5.4).

6 **So it is anticipated that Plaintiff will dismiss this case with prejudice within two**
7 **weeks of the Court's order approving the Settlement.**

8 10. The Parties have stipulated and agreed that the Court will retain exclusive and continuing
9 jurisdiction of this Action for purposes of enforcement of the Settlement pursuant to California
10 Code of Civil Procedure § 664.6 (AP Decl. at ¶; Settlement Agreement at ¶8.1).

11 11. Pursuant to the Settlement Agreement, a neutral administrator, Phoenix Class Action
12 Administration Solutions, has been selected by the Parties to administer the Settlement with
13 respect to payment distribution obligations. The Parties and counsel have no interest or
14 relationship, financial or otherwise, with the neutral administrator other than a professional
15 relationship arising out of prior experiences administering settlements (Settlement Agreement at
16 ¶2.5).

17 12. The Parties respectfully request that the Court enter the accompanying Order, approving
18 the Settlement, as permitted by Labor Code § 2699(1), and Plaintiff requests that the Court's
19 Order include a dismissal of the action with prejudice (with the Court retaining jurisdiction to
20 enforce the Settlement per California Code of Civil Procedure Section 664.6).

21 13. Plaintiff has submitted a copy of the Complaint filed in this Action, the Settlement
22 Agreement, together with this Stipulation and the Declaration of Amit Peery, to the LWDA as
23 required by PAGA (AP Decl. at ¶16; Exhibit C to AP Decl.).

24 **IT IS SO STIPULATED:**

25 Dated: October 6, 2025

THE PEERY LAW FIRM

26
27 By: 
28 Amit Peery, Esq., Attorney for Plaintiff

THE PEERY LAW FIRM.
4550 E. Thousand Oaks Blvd., Suite 100, Westlake Village, CA 91362

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10/20/2025
Dated: October ____ 2025

ROBERT L. SHIPLEY, A PROFESSIONAL
LAW CORPORATION

DocuSigned by:
By: Robert L. Shipley
4497582A3890406...
Robert L. Shipley, Attorneys for
Defendants

ORDER

The Court, having reviewed the Parties' PAGA Settlement Agreement (the "Settlement" or "Settlement Agreement") attached as Exhibit B to the concurrently filed Declaration of Amit Peery, together with the Stipulation of the Parties and exhibits attached thereto, hereby **ORDERS:**

1. The Court finds the Settlement was entered into in good faith, the Settlement is fair, reasonable and adequate, and the Settlement satisfies the standards and applicable requirements for approval of PAGA representative actions under California law.

2. The Court approves the payments to be made pursuant to and as set forth in the Settlement Agreement, including the penalties to be paid to the Aggrieved Employees and the State of California as set forth in the Settlement, pursuant to Labor Code § 2699(l), and all payments to be made to Plaintiff's counsel, Plaintiff, and the Settlement Administrator based on the terms of the Settlement Agreement.

3. The Court approves Phoenix Class Action Administration Solutions to administer this settlement. Upon entry of this Order, the Parties and the Settlement Administrator shall effectuate all terms of the Settlement based on the provisions and timelines set forth in the Settlement Agreement. The Court also approves, as to form, Exhibit B to the Settlement Agreement, which the Settlement Administrator shall include with all Individual PAGA Payments.

4. No later than five (5) business days following payment of the first installment due under the Settlement Agreement, Plaintiff shall file a REQUEST FOR DISMISSAL WITH PREJUDICE of the Action (subject to the Court retaining jurisdiction under CCP 664.6 to enforce the Settlement's terms).

5. Upon entry of this Order, the Parties shall effectuate all terms of the Settlement based on the provisions and timelines set forth in the Settlement Agreement. The Court's approval of the Settlement shall not be deemed a finding or determination that any of Defendants' policies or practices were unlawful in this Action or any other action.

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6. This Court retains exclusive and continuing jurisdiction of this Action, pursuant to California Code of Civil Procedure Section 664.6, to enforce the Settlement.

IT IS SO ORDERED.

Dated: _____

JUDGE OF THE SUPERIOR COURT

PROOF OF SERVICE

I am employed in the County of Ventura, State of California. I am over the age of 18 and not a party to the within action; my business address is 4550 East Thousand Oaks Boulevard, Suite 100 Westlake Village, CA 91362.

On October 27, 202 I served the foregoing document described as STIPULATION AND [PROPOSED] ORDER APPROVING SETTLEMENT OF PRIVATE ATTORNEYS GENERAL ACT CLAIMS AND DISMISSING ACTION WITH PREJUDICE on the interested parties in this action by placing a true copy thereof enclosed in sealed envelopes addressed as follows:

Attorneys for Plaintiff: Amit Peery, Esq.
The Peery Law Firm
4550 E. Thousand Oaks Blvd., Suite 100
Westlake Village, CA 91362
Email: ap@peerylaw.com

Attorneys for All Defendants: Robert L. Shipley, Esq.
Robert L. Shipley, a Professional Law Corporation
2784 Gateway Rd, Ste. 104
Carlsbad, CA 92009
Email: rshipley@shipleylaw.com

BY U.S. MAIL: The sealed envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with United States postal service on that same day in the ordinary course of business.

BY ELECTRONIC SERVICE: The above-stated document was also delivered on the date set forth above via electronic transmission / email on the counsel of record listed above.

ONLINE TO THE LWDA: I caused the above-described document to be delivered to the Labor Workforce Development Agency via online process at the PAGA Filing website in accordance with the procedure imposed by the LWDA.

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

Dated: October 27, 2025



Amit Peery