

1 DANIEL F. GAINES, ESQ. SBN 251488
2 daniel@gaineslawfirm.com
3 ALEX P. KATOFISKY, ESQ. SBN 202754
4 alex@gaineslawfirm.com
5 **GAINES & GAINES, APLC**
6 4550 East Thousand Oaks Boulevard, Suite 100
7 Westlake Village, CA 91362
8 Telephone: (818) 703-8985
9 Facsimile: (818) 703-8984

10 Attorneys for Plaintiff Troy Cruse, on behalf of herself and all “aggrieved employees” pursuant to
11 Labor Code § 2698 *et seq.*

12
13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **FOR THE COUNTY OF BUTTE**

15 TROY CRUSE, on behalf of himself and
16 all “aggrieved employees” pursuant to
17 Labor Code § 2698 *et seq.*,

18 Plaintiff,

19 v.

20 DUBUG NO. 7, INC., a California
21 corporation, and DOES 1 through 10,
22 inclusive,

23 Defendants.

Case No. 23CV00216

*Assigned to the Hon. Tamara L. Mosbarger,
Department 1*

**STIPULATION AND [PROPOSED] ORDER
APPROVING SETTLEMENT OF PRIVATE
ATTORNEYS GENERAL ACT CLAIMS AND
DISMISSING ACTION WITH PREJUDICE**

Complaint Filed: January 23, 2023

STIPULATION

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

1. On November 15, 2022, Plaintiff Troy Cruse (“Plaintiff”) complied with the requirements set forth in Labor Code § 2698 *et seq.*, the Labor Code Private Attorneys General Act (hereinafter, “PAGA”) by sending a letter, by online submission to the Labor and Workforce Development Agency (“LWDA”) and by certified mail to Defendant Dubug No. 7, Inc. (“Defendant”) (hereinafter Plaintiff and Defendant are collectively referred to as the “Parties”), setting forth the facts and theories of the violations alleged against Defendant. (Declaration of Daniel F. Gaines [“Gaines Decl.”] at ¶ 6; Exhibit “B” to Gaines Decl.).

2. Plaintiff filed his Representative Action Complaint on January 23, 2023 seeking penalties pursuant to Labor Code § 2699(f) for violations of Labor Code §§ 201, 202, 226(a), 226.7, 510, 512, and 1194 and pursuant to labor code § 2699(a) for violations of labor code §§ 226.3 and 558 (“the Action”). (Gaines Decl. at ¶ 7).

3. During the course of the litigation, the Parties engaged in informal discovery and shared the information necessary for all sides to conduct a legitimate investigation into the allegations of the action and potential defenses thereto. The Parties have reached this settlement only after such discovery and investigation was performed. (Gaines Decl. at ¶¶ 8-10).

4. On February 27, 2024, the Parties mediated with well-respected mediator, Mariam Zadeh, Esq. and reached a settlement of the Action which was memorialized in a Private Attorneys General Act Settlement Agreement and Release signed by all Parties. (Gaines Decl. at ¶ 11; Exhibit “C” thereto (the “Settlement Agreement”).

5. The Parties engaged in arm’s-length negotiations and reached a resolution of all claims asserted in the Action. Based on the information and documents obtained through informal discovery and during mediation, Plaintiff assessed the maximum value of the PAGA claims (without stacking) to be approximately \$321,900 (at the rate of a \$100 penalty for approximately 3,219 total pay periods at issue for approximately 92 aggrieved employees during the applicable time frame). (Gaines Decl. at ¶¶ 11-14).

6. Defendant denied and continues to deny any liability to Plaintiff or any other allegedly aggrieved employee for any violations alleged in the Action. (Gaines Decl. at ¶ 12).

7. The amount of the Settlement is \$87,500 which represents over 27% of the maximum recoverable discretionary penalties and includes an apportionment of attorneys' fees and costs and a General Release Payment to Plaintiff. (Gaines Decl. at ¶ 15).

8. The Parties agree that the settlement amount represents a fair compromise of the claims, including the related costs of litigation and risk. (Gaines Decl. at ¶¶ 12-15).

9. Based on their extensive experience litigating over 100 representative actions, counsel for Plaintiff believes the Settlement here is fair and reasonable and warrants approval by the Court. (Gaines Decl. at ¶¶ 2-5; Exhibit “A” to Gaines Decl.).

10. The Parties respectfully request that the Court enter the accompanying Order, approving the Settlement (attached to the Gaines Decl. as Exhibit “C”), as permitted by Labor Code § 2699(l), and dismissing this Action with prejudice. (Gaines Decl. at ¶ 16).

11. The Parties further agree that, after entry of this Order and pursuant to California Code of Civil Procedure § 664.6, the Court shall retain exclusive and continuing jurisdiction of this Action to enforce the Settlement. (Gaines Decl. at ¶ 17).

12. Plaintiff has submitted a copy of the Settlement Agreement, together with this Stipulation and the Declaration of Daniel F. Gaines, to the LWDA as required by PAGA. (Gaines Decl. at ¶ 18; Exhibit “D”).

//

//

//

//

//

//

//

//

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IT IS SO STIPULATED.

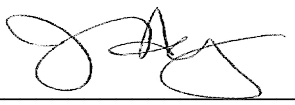
Dated: June 20, 2024

Respectfully submitted,

GAINES & GAINES, APLC

By: 
Daniel F. Gaines, Esq.
Alex P. Katofsky, Esq.
Attorneys for Plaintiff Troy Cruse

GORDON REES SCULLY MANSUKHANI

By: 
Jennifer M. Holly, Esq.
Mark Posard, Esq.
Attorneys for Defendant,
DUBUG NO. 7, INC.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ORDER

The Court, having reviewed the Parties' Private Attorneys General Act Settlement Agreement and Release (the "Settlement" or "Settlement Agreement") attached as Exhibit "C" to the concurrently filed Declaration of Daniel F. Gaines, 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, that the Settlement is fair, reasonable and adequate, and that the Settlement satisfies the standards and applicable requirements for approval of PAGA representative actions under California law.

2. The Court approves 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). The Court further approves all payments to be made to Plaintiff's counsel, Plaintiff, and the Settlement Administrator, based on the terms of the Settlement.

3. 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.

4. This Action is hereby DISMISSED WITH PREJUDICE.

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.

6. This Court shall retain exclusive and continuing jurisdiction of this Action to enforce the Settlement.

IT IS SO ORDERED.

Dated: _____

JUDGE OF THE SUPERIOR COURT

1 **PROOF OF SERVICE AND CERTIFICATION**

2 I am employed in the County of Ventura, State of California. I am over the age of 18 and not a party to the
3 within action. My business address is 4550 E. Thousand Oaks Blvd., Suite 100 Westlake Village, CA 91362.

4 _____ (For messenger) my business address is:

5 On June 21, 2024, I served the foregoing documents described as **(1) STIPULATION AND [PROPOSED]**
6 **ORDER APPROVING SETTLEMENT OF PRIVATE ATTORNEYS GENERAL ACT CLAIMS AND**
7 **DISMISSING ACTION WITH PREJUDICE** and **(2) DECLARATION OF DANIEL F. GAINES IN SUPPORT**
8 **OF STIPULATION AND [PROPOSED] ORDER APPROVING SETTLEMENT OF PRIVATE ATTORNEYS**
9 **GENERAL ACT CLAIMS, AND DISMISSING ACTION WITH PREJUDICE** on the interested parties in this action
10 by placing a true copy thereof enclosed in sealed envelopes addressed as follows:

11 Mark S. Posard, Esq.
12 Jennifer M. Holly, Esq.
13 GORDON REES SCULLY MANSUKHANI, LLP
14 3 Parkcenter Drive, Suite 200
15 Sacramento, CA 95825

16 On the above date:

17 _____ (BY ☐ U.S. MAIL/ BY ☐ CERTIFIED MAIL, RETURN RECEIPT REQUESTED) The sealed envelope was
18 mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing
19 correspondence for mailing. It is deposited with United States postal service on that same day in the ordinary course of
20 business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage
21 meter date is more than one day after date of deposit for mailing in affidavit.

22 _____ (BY FEDERAL EXPRESS OR OTHER OVERNIGHT SERVICE) I deposited the sealed envelope in a box or
23 other facility regularly maintained by the express service carrier or delivered the sealed envelope to an authorized carrier
24 or driver authorized by the express carrier to receive documents.

25 _____ (BY FACSIMILE TRANSMISSION) On June 21, 2024, at _____ a.m./p.m., at Westlake Village, California, I
26 served the above-referenced document on the above-stated addressee by facsimile transmission pursuant to Rule 2008 of
27 the California Rules of Court. The telephone number of the sending facsimile machine was (818)703-8984 and the
28 telephone number(s) of the receiving facsimile machine was (____) ____-____. A transmission report was properly issued
by the sending facsimile machine, and the transmission was reported as complete and without error. Copies of the
facsimile transmission cover sheet and the transmission report are attached to this proof of service.

29 X (BY ELECTRONIC SERVICE) The above-stated document was submitted for service by electronic
30 transmission via email on the counsel of record listed above.

31 X (UPLOADED TO LWDA WEB PORTAL) I caused the above-described documents to be delivered to the Labor
32 & Workforce Development Agency via online process at the PAGA Filing website (www.dir.ca.gov) in accordance with
33 the procedure imposed by the LWDA.

34 I declare under penalty of perjury that the foregoing is true and correct.
35 Executed on June 21, 2024, at Westlake Village, California.

36 
37 AMELIA BOOTH
38