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6 Attorneys for Plaintiff Andrew Fuesler, on behalf of himself and all “aggrieved employees”
pursuant to Labor Code § 2698 *et seq.*

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **FOR THE COUNTY OF SONOMA**

9
10 ANDREW FUESLER, on behalf of
himself and all “aggrieved employees”
11 pursuant to Labor Code § 2698 *et seq.*,

12 Plaintiff,

13 v.

14 GHOST MANAGEMENT GROUP, LLC,
a Delaware limited liability company, and
15 DOES 1 through 10, inclusive,

16 Defendants.

CASE NO.: SCV-273316

*Assigned to the Hon. Christopher Honigsberg,
Courtroom 18*

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

Complaint Filed: May 19, 2023

STIPULATION

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

1. On March 15, 2023, Plaintiff Andrew Fuesler (“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 Ghost Management Group, LLC, a Delaware limited liability company (“Defendant”), 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 May 19, 2023 seeking penalties pursuant to Labor Code § 2699(f) for violations of Labor Code §§ 201, 202, 226(a), 226.7, 510, 512, 1174, 1174.5, 1194, and 1198 and penalties pursuant to Labor Code § 2699(a) for violations of Labor Code §§ 226.3 and 558. (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 reached their settlement only after such discovery and investigation was performed, following a mediation with Scott S. Markus, Esq. on October 13, 2023. (Gaines Decl. at ¶ 8).

4. Plaintiff assessed the value of the PAGA claims to be approximately \$200,000 (at the rate of a \$100 penalty for approximately 2,000 pay periods at issue). (Gaines Decl. at ¶ 9).

5. Defendant disputes Plaintiff’s claims and further disputes that a Judge in his or her discretion would award any penalties as there has been no showing of harm as a result of any alleged noncompliance. Defendant denies and continues to deny any liability to Plaintiff or any other allegedly aggrieved employee for any violations alleged in the Representative Action Complaint or the Action. (Gaines Decl. at ¶ 10).

1 6. The amount of the settlement is \$85,000, which represents a recovery of 43% of the
2 possible discretionary penalties and includes an apportionment of attorneys' fees and costs and an
3 enhancement and general release payment to Plaintiff. (Gaines Decl. at ¶ 11).

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

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

9 9. On December 14, 2023, Plaintiff provided notice to the LWDA of the settlement
10 and the LWDA did not object. (Gaines Decl. ¶ 13, Exhibit "C")

11 10. The Parties request that the Court enter the accompanying order, approving their
12 settlement (attached to the Gaines Declaration as Exhibit "D"), as permitted by Labor Code §
13 2699(1), and dismissing the Action with prejudice.

14 **IT IS SO STIPULATED.**

15 Dated: December 14, 2023

16 For Plaintiff:

For Defendant:

17
18 GAINES & GAINES, APLC

CDF LABOR LAW LLP

19 By: *Daniel F. Gaines*
20 DANIEL F. GAINES
21 ALEX P. KATOFISKY

By: *Nancy N. Lubrano*
NANCY N. LUBRANO

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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.

3. 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.

5. The Action is dismissed with prejudice, with all Parties to bear their separate fees and costs, except as expressly set forth in the Settlement Agreement.

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 East Thousand Oaks Blvd., Suite 100, Westlake Village, CA 91362.

4 _____ (For messenger) my business address is:

5 On December 14, 2023, I served the foregoing document described as **STIPULATION AND PROPOSED**
6 **ORDER APPROVING SETTLEMENT OF PROVATE ATTORNEYS GENERAL ACT CLAIMS, AND**
7 **DISMISSING ACTION WITH PREJUDICE** on the interested parties in this action by placing a true copy thereof
8 enclosed in sealed envelopes addressed as follows:

9 **Nancy N. ("Niki") Lubrano**
10 **Todd R. Wulffson. Esq.**
11 **CDF LABOR LAW LLP**
12 **18300 Von Karman Avenue, Suite 800**
13 **Irvine, CA 92612**
14 **Attorneys for Ghost Management Group**

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

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

24 _____ (BY FACSIMILE TRANSMISSION) On _____, at _____ a.m./p.m., at Westlake Village, California, I
25 served the above-referenced document on the above-stated addressee by facsimile transmission pursuant
26 to Rule 2008 of the California Rules of Court. The telephone number of the sending facsimile machine
27 was (818)703-8984 and the telephone number(s) of the receiving facsimile machine was () - .
28 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.

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

_____ (BY PERSONAL SERVICE) I delivered such envelope by hand to the offices of the addressee.

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

I certify that the above document was printed on recycled paper.

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

Executed on December 14, 2023, at Westlake Village, California.

28 
JEREMY REYES