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FILED
Superior Court of California
County of Los Angeles
06/03/2024

David W. Slayton, Executive Officer / Clerk of Court

By: R. Alva Deputy

Attorneys for Plaintiff Anizette Lingad,
on behalf of herself, all others similarly situated,
and the general public,

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

ANIZETTE LINGAD, on behalf of
herself and all others similarly situated
and on behalf of the general public,

Plaintiff,

v.

TOP QUALITY MANUFACTURING,
LLC, a Delaware limited liability
company, TOP QUALITY
MANUFACTURING,
INC., a Pennsylvania corporation, and
DOES 1 through 10, inclusive,

Defendants.

CASE NO.: 24STCV03079

*Assigned to the Hon. Maureen Duffy-Lewis,
Department 38*

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

Complaint Filed: February 5, 2024

STIPULATION

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

1. On December 6, 2023 and February 7, 2024, Plaintiff Anizette Lingad (“Plaintiff”) complied with the requirements set forth in Labor Code § 2698 *et seq.*, the Labor Code Private Attorneys General Act (hereinafter, “PAGA”) by sending letters, by online submission to the Labor and Workforce Development Agency (“LWDA”) and by certified mail to Defendant Top Quality Management, LLC, a Delaware limited liability company (“Defendant”), and Top Quality Manufacturing, Inc., a Pennsylvania corporation (Top Quality Manufacturing, Inc. has since been dismissed from the lawsuit), setting forth the facts and theories of the violations alleged against Defendant. (Declaration of Evan S. Gaines [“Gaines Decl.”] at ¶ 6; Exhibit “B” to Gaines Decl.).

2. Plaintiff filed her Class Action Complaint on February 5, 2024 alleging: (1) Failure To Pay All Wages Due (Labor Code §§ 226.7, 246, 510, 512, And 1194); (2) Failure To Provide Meal Periods Or Compensation In Lieu Thereof (Labor Code §§ 226.7, 512, 1174, 1174.5, And 1198; IWC Wage Order 4-2001); (3) Failure To Reimburse All Business-Related Expenses (Labor Code § 2802); (4) Failure To Comply With Itemized Employee Wage Statement Provisions (Labor Code § 226(a), (e)); (5) Failure To Timely Pay Wages Due At Separation Of Employment (Labor Code §§ 201-203 and 227.3); (6) Violation Of Business And Professions Code § 17200 *et seq.* (Gaines Decl. at ¶ 7).

3. On February 20, 2024, Plaintiff filed a First Amended Complaint adding an additional cause of action pursuant to PAGA seeking penalties pursuant to Labor Code § 2699(f) for violations of Labor Code §§ 201, 202, 226(a), 226.7, 246, 512, 1174, 1174.5, 1194, 1198, and 2802 and penalties pursuant to Labor Code § 2699(a) for violations of Labor Code §§ 226.3 and 558. (Gaines Decl. at ¶ 8).

4. On April 15, 2024, pursuant to the Parties’ stipulation and the Court’s approval thereof, Plaintiff filed a Second Amended Complaint (“SAC”) that excised the class action claims, leaving only the PAGA claims and cause of action (the SAC is the operative complaint). (Gaines Decl. at ¶ 9).

1 5. During the course of the litigation, the Parties engaged in informal discovery and
2 shared the information necessary for all sides to conduct a legitimate investigation into the
3 allegations of the Action and potential defenses thereto. The Parties reached their settlement only
4 after such discovery and investigation was performed, following a mediation with Michael Ludwig,
5 Esq. on March 6, 2024. (Gaines Decl. at ¶ 10).

6 6. Plaintiff assessed the value of the PAGA claims to be approximately \$144,500 (at
7 the rate of a \$100 penalty for approximately 1,445 pay periods at issue). (Gaines Decl. at ¶ 11).

8 7. Defendant disputes Plaintiff's claims and further disputes that a Judge in his or her
9 discretion would award any penalties as a result of any alleged noncompliance. Defendant denies
10 and continues to deny any liability to Plaintiff or any other allegedly aggrieved employee for any
11 violations alleged in the Representative Action Complaint or the Action. (Gaines Decl. at ¶ 12).

12 8. The amount of the settlement is \$95,000, which represents a recovery of 66% of the
13 possible discretionary penalties and includes an apportionment of attorney's fees and costs and an
14 enhancement and an incentive payment to Plaintiff. By a separate confidential agreement, the Parties
15 have resolved all of Plaintiff's individual claims through a comprehensive general release in favor
16 of Defendant. In connection with her general release of all claims, Plaintiff will be paid a confidential
17 sum, separate from the Gross Settlement Amount.¹ (Gaines Decl. at ¶ 13).

18 9. The Parties agree that the settlement amount represents a fair compromise of the
19 claims, including the related costs of litigation and risk. (Gaines Decl. at ¶ 14).

20 10. Based on his extensive experience litigating over 60 representative actions, counsel
21 for Plaintiff believes the settlement here is fair and reasonable and warrants approval by the Court.
22 (Gaines Decl. at ¶¶ 2-5; Exhibit "A" to Gaines Decl.).

23 11. On May 3, 2024, Plaintiff provided notice to the LWDA of the settlement and the
24 LWDA did not object. (Gaines Decl. ¶ 15, Exhibit "C")

27 ¹ If the Court wishes to see the Confidential Individual Settlement Agreement, Plaintiff's Counsel
28 will provide it for the Court's *in camera* review. -3-

1 12. The Parties request that the Court enter the accompanying order, approving their
2 settlement (attached to the Gaines Declaration as Exhibit "D"), as permitted by Labor Code §
3 2699(1), and dismissing the Action with prejudice.

4 **IT IS SO STIPULATED.**

5 Dated: May 3, 2024

6 For Plaintiff:

For Defendant:

7 GAINES LAW CORPORATION

BLANK ROME LLP

8 By: /s/ Evan S. Gaines
9 EVAN S. GAINES

By: 
CAROLINE P. DONELAN

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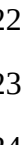
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PROOF OF SERVICE

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.

____ (For messenger) my business address is:

On May 3, 2024, I served the foregoing document described as **STIPULATION AND 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:

Caroline Powell Donelan, Esq.
BLANKROME
2029 Century Park East, 6th Floor
Los Angeles, CA 90067
caroline.donelan@blankrome.com

____ (BY ☒ U.S. MAIL/ BY ☐ CERTIFIED MAIL, RETURN RECEIPT REQUESTED) 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. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more that one day after date of deposit for mailing in affidavit.

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

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

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

I declare under penalty of perjury that the foregoing is true and correct.
Executed on May 3, 2024, at Westlake Village, California.

/s/ *Evan S. Gaines*
EVAN S. GAINES, ESQ.