

EVAN S. GAINES, ESQ. SBN 287668
GAINES LAW CORPORATION
4550 E. Thousand Oaks Blvd., Suite 100
Westlake Village, CA 93162
Telephone: (805) 892-8200
Facsimile: (805) 800-8928
Email: evan@gaines.law

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 the Honorable Yvette M. Palazuelos,
Dept. SS-9

**SECOND AMENDED REPRESENTATIVE
ACTION COMPLAINT FOR 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 PURSUANT TO LABOR
CODE § 2699(a) FOR VIOLATIONS OF
LABOR CODE §§ 226.3 AND 558**

Complaint Filed: February 5, 2024

1 Plaintiff ANIZETTE LINGAD (“Plaintiff”), on behalf of herself and others as an “aggrieved
2 employee” under the Labor Code Private Attorneys General Act of 2004, complains of TOP
3 QUALITY MANUFACTURING, LLC, a Delaware limited liability company, TOP QUALITY
4 MANUFACTURING, INC., a Pennsylvania corporation, and any subsidiaries or affiliated companies
5 (hereinafter referred to as “Defendants”) as follows:

6 **I.**

7 **INTRODUCTION AND FACTUAL BACKGROUND**

8 1. This is a Representative Action, pursuant to Labor Code § 2698 *et seq.*, on behalf of
9 Plaintiff and other non-exempt California employees who currently work or formerly worked for
10 Defendants (“Aggrieved Employees”).

11 2. For at least one (1) year prior to the filing of this action and at least one (1) year prior
12 to the date Plaintiff began the process of exhausting the administrative requirements, pursuant to
13 Labor Code § 2698 *et seq.*, and continuing to the present (the “liability period”), Defendants have had
14 consistent policies of:

15 a. Failing to reimburse Plaintiff and other Aggrieved Employees for necessary
16 business expenses incurred in direct consequence of the discharge of their duties while
17 working from home, in violation of Labor Code § 2802, including, but not limited to, cellular
18 phone, internet, computer expenses, and printer expenses. Labor Code § 2802 states that an
19 employer must indemnify its employees for all necessary expenditures or losses incurred by
20 the employee in direct consequence of the discharge of their duties. These instances violate
21 Labor Code § 2802;

22 b. Failing to properly blend bonuses and other non-base hourly wages, earned by
23 Plaintiff and other Aggrieved Employees into their regular rate of pay for purposes of paying
24 them meal and rest period premiums, overtime wages, vacation wages, and sick pay wages at
25 the correct rates, in violation of Labor Code §§ 226.7, 246, 510, 512, 558, and 1194.
26 Defendants pay Plaintiff and other Aggrieved Employees bonuses and other non-base hourly
27 wages; however, Defendants fail to properly blend these wages, and instead pay Plaintiff and
28

1 other Aggrieved Employees meal and rest period premiums, overtime wages, vacation wages,
2 and sick pay wages based only on the base hourly rate of pay, thus deprives Plaintiff and other
3 Aggrieved Employees of all meal and rest period premiums, overtime wages, and sick pay
4 wages earned. This violates Labor Code §§ 226.7, 246, 510, 512, 558, and 1194;

5 c. Failing to pay correct premium wages to Plaintiff and other Aggrieved
6 Employees who were denied proper meal periods, in violation of Labor Code §§ 226.7, 512,
7 and 558, and IWC Wage Order 4-2001. Plaintiff and other Aggrieved Employees were
8 routinely denied, and not authorized to take, a timely, uninterrupted, 30-minute meal period
9 for every shift worked that exceeded five hours, or a second timely, uninterrupted, 30-minute
10 meal period for every shift worked that exceeded ten hours, but were not paid premium wages
11 of one hour's pay at the proper rate of pay for each missed first or second meal period. Plaintiff
12 and Aggrieved Employees were simply denied meal periods altogether and were never paid
13 premium wages for each day a meal period was not authorised or provided. Defendants also
14 failed to maintain accurate records showing the start and stop time of meal periods since it
15 does not authorize or permit Plaintiff and Aggrieved Employees to take a meal period at all.
16 This violates Labor Code §§ 226.7, 512, 558, 1174, 1174.5, and 1198 and IWC Wage Order
17 4-2001;

18 d. Failing to provide Plaintiff and all other Aggrieved Employees with wage
19 statements that fully and accurately itemized the requirements set forth in Labor Code §
20 226(a). Plaintiff and other Aggrieved Employees were not paid all wages due, as stated above.
21 As such, the wage statements provided by Defendants failed to accurately state all gross wages
22 earned, in violation of Labor Code §§ 226(a)(1) and 226.3, total hours worked, in violation of
23 Labor Code §§ 226(a)(2) and 226.3, net wages earned, in violation of Labor Code §§ 226(a)(5)
24 and 226.3, and all applicable hourly rates in effect during the pay period and the corresponding
25 numbers of hours worked at each rate, in violation of Labor Code §§ 226(a)(9) and 226.3.
26 Furthermore, and independent of the above allegations, the wage statements issued to Plaintiff
27
28

1 and Aggrieved Employees fail to set forth the correct name of the employing entity, in
2 violation of Labor Code §§ 226(a)(8) and 226.3—the wage statements set forth the employing
3 entity as Top Quality Manufacturing, Inc., whose status with the California Secretary of State
4 is currently terminated; and

5 e. Failing to pay certain Aggrieved Employees all wages due, including all
6 accrued, but unused vacation wages, at the separation of their employment based on the time
7 frames required by Labor Code §§ 201-202 and 227.3. As stated above, certain Aggrieved
8 Employees were not paid all wages due during the course of their employment and, as a result
9 of this failure, they were not timely paid all wages due at the separation of their employment,
10 including vacation wages. This violates Labor Code §§ 201-202 and 227.3 and is alleged on
11 behalf of those Aggrieved Employees no longer employed by Defendants.

12
13 3. Plaintiff, on behalf of herself and all Aggrieved Employees pursuant to Labor Code §
14 2698 *et seq.*, seeks civil penalties for Defendants' violations of the California Labor Code.

15 4. Venue is proper in this judicial district, pursuant to Code of Civil Procedure § 395.
16 The Labor Code violations alleged against Defendants herein arose in San Joaquin County,
17 California.

18 III.

19 PARTIES

20 A. Plaintiff

21 5. Plaintiff ANIZETTE LINGAD worked for Defendants from October 2002 through
22 November 2023 as a non-exempt employee within the State of California, including in Los Angeles
23 County.

24 B. Defendant

25 6. Defendant TOP QUALITY MANUFACTURING, LLC, is a Delaware limited
26 liability company that employed Plaintiff and Class Members in Los Angeles County, California.

27 7. Defendant TOP QUALITY MANUFACTURING, INC., is a Pennsylvania
28 corporation that employed Plaintiff and Class Members in Los Angeles County, California.

8. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants designated herein as a DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated hereinafter as DOES when such identities become known.

9. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendants is legally attributable to the other Defendants.

10. The Defendants named herein as DOE 1 through DOE 10 are and are persons acting on behalf of, or acting jointly with, Defendants, who violated, or caused to be violated, one or more provisions of the California Labor Code as alleged herein.

IV.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

**PLAINTIFF AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS CIVIL
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 PURSUANT TO LABOR CODE § 2699(a) FOR VIOLATIONS OF
LABOR CODE §§ 226.3 AND 558**

11. Plaintiff incorporates paragraphs 1 through 10 of this Complaint as though fully set forth herein.

12. As a result of the acts alleged above, including the Labor Code violations set forth in paragraph 2 above, Plaintiff seeks civil penalties pursuant to Labor Code §§ 2698 *et seq.*

13. For each such violation, Plaintiff and all other Aggrieved Employees are entitled to civil penalties subject to the following formula:

- 1 a. Pursuant to Labor Code § 2699(f), \$100 for each initial violation and \$200 for
2 each subsequent violation of Labor Code §§ 201, 202, 226(a), 226.7, 246, 512,
3 1174, 1174.5, 1194, 1198, and 2802; and
4 b. Pursuant to Labor Code § 2699(a), the civil penalties as authorized by Labor
5 Code §§ 226.3 and 558

6 14. Civil penalties recovered will be allocated 75% to the Labor and Workforce
7 Development Agency, and 25% to the affected employees.

8 15. On December 6, 2023 and February 7, 2024, Plaintiff sent letters, by online submission
9 to the LWDA and by certified mail, return receipt requested, to Defendants setting forth the facts and
10 theories of the violations alleged against Defendants, as prescribed by Labor Code § 2698 et seq.
11 Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA within
12 sixty-five (65) calendar days of December 6, 2023 or February 7, 2024. Plaintiff may therefore
13 commence this action to seek civil penalties pursuant to Labor Code § 2698 *et seq.*\

14 Wherefore, Plaintiff and the Aggrieved Employees she seeks to represent request relief as
15 described below.

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

V.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For civil penalties pursuant to Labor Code § 2698 *et seq.* for Plaintiff and all other Aggrieved Employees;
2. An award providing for payment of costs of suit pursuant to Labor Code § 2699(g)(1) and other applicable law;
3. An award of attorneys' fees pursuant to Labor Code §§ 2699(g)(1) and other applicable law; and
4. Such other and further relief as this Court may deem just and proper.

Dated: April 15, 2024

Respectfully submitted,

GAINES LAW CORPORATION

By: 

EVAN S. GAINES
Attorneys for Plaintiff

1 **PROOF OF SERVICE**

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 Boulevard, Suite 100, Westlake Village, CA 91362.

4 _____ (For messenger) my business address is:

5 On April 15 2024, I served the foregoing document described as **SECOND AMENDED REPRESENTATIVE**
6 **ACTION COMPLAINT** on the interested parties in this action by placing a true copy thereof enclosed in sealed
7 envelopes addressed as follows:

8 **Caroline Powell Donelan, Esq.**
9 **BLANKROME**
10 **2029 Century Park East, 6th Floor**
11 **Los Angeles, CA 90067**
12 **caroline.donelan@blankrome.com**

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

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

22 _____ (BY FACSIMILE TRANSMISSION) On _____, at _____ a.m./p.m., at Westlake Village, California, I
23 served the above-referenced document on the above-stated addressee by facsimile transmission pursuant
24 to Rule 2008 of the California Rules of Court. The telephone number of the sending facsimile machine
25 was (818)703-8984 and the telephone number(s) of the receiving facsimile machine was (____) ____-____.
26 A transmission report was properly issued by the sending facsimile machine, and the transmission was
27 reported as complete and without error. Copies of the facsimile transmission cover sheet and the
28 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 April 15 2024, at Westlake Village, California.



EVAN S. GAINES, ESQ.