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Attorneys for Defendants
Heritage Bag Company
and Novolex Heritage Bag, LLC

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

ABBY OSIER, on behalf of herself and all
“aggrieved employees” pursuant to Labor
Code § 2698 *et seq.*,

Plaintiff,

v.

HERITAGE BAG COMPANY, a Texas
corporation, NOVOLEX HERITAGE
BAG, LLC, a Texas limited liability
company, and DOES 1 through 10,
inclusive,

Defendants.

Case No. ECU003651

Assigned to Hon. L. Brooks Anderholt, Dept 9

**STIPULATION AND [PROPOSED] ORDER
APPROVING SETTLEMENT PURSUANT TO
THE PRIVATE ATTORNEYS GENERAL
ACT**

*[Concurrently filed: Declaration of Evan S.
Gaines]*

Complaint Filed: August 1, 2024

STIPULATION

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

1. On May 28, 2024, Plaintiff Abby Osier (“Plaintiff”) transmitted a letter to the California Labor & Workforce Development Agency (“LWDA”) and Defendants Heritage Bag Company and Novolex Heritage Bag, LLC (“Defendants”) that Plaintiff alleges to be in compliance with the exhaustion requirements of the California Labor Code Private Attorneys General Act (“PAGA”), articulating claims related to the failure to pay all meal and rest period premiums, overtime wages, vacation wages, and sick pay wages at the correct rates; the failure to pay premium wages for missed meal and rest breaks; the failure to issue accurate wage statements; and the failure to pay all wages due at the separation of employment. See Declaration of Evan S. Gaines (“Gaines Decl.”) at ¶ 6; **Exhibit B** to Gaines Decl.

2. On August 1, 2024, Plaintiff filed a Representative Action Complaint in the Superior Court of the State of California for the County of Imperial, thereby commencing this Action entitled *Abby Osier v. Heritage Bag Company*, a Texas corporation, *et al.*, case number ECU003651. Plaintiff filed her Complaint on behalf of the State of California and other aggrieved employees as a PAGA action based on violations of Labor Code §§ 201, 202, 226(a), 226.3, 226.7, 227.3, 246, 510, 512, 558, 1194. It was uploaded to the LWDA on September 3, 2024. Gaines Decl. at ¶ 7; **Exhibit C** to Gaines Decl.

3. On June 12, 2025, and in conjunction with the Parties’ Settlement, Plaintiff transmitted a supplemental LWDA letter to the LWDA and Defendants adding additional claims pursuant to Labor Code §§ 204 and 2802 for failing to timely pay all wages due during employment and reimburse all business expenses. Gaines Decl. at ¶ 8; **Exhibit D** to Gaines Decl.

4. On August 26, 2025, pursuant to stipulation, Plaintiff filed a First Amended Complaint that added the claims and allegations set forth in her June 12, 2025 supplemental LWDA Letter. Gaines Decl. at ¶ 9; **Exhibit E** to Gaines Decl.

5. Defendants dispute and deny the allegations and claims asserted in the Action and deny that the Action is suitable for representative treatment. Gaines Decl. at ¶ 10.

1 6. During the course of the litigation, Plaintiff and Defendants (hereinafter, Plaintiff
2 and Defendants are collectively referred to as the “Parties”) engaged in informal discovery and fully
3 shared the information necessary for all sides to conduct a legitimate investigation into the
4 allegations of the action and potential defenses thereto. The Parties have reached their settlement
5 only after such discovery and investigation were performed. Gaines Decl. at ¶ 11.

6 7. Prior to attending a mediation and during that mediation, Defendants produced
7 extensive documents, including employee handbooks, wage statements and time records, summary
8 spreadsheets, and Aggrieved Employee time and pay records. The Parties attended a mediation with
9 mediator Steve Pearl, Esq. on February 21, 2025, wherein an agreement was reached. Gaines Decl.
10 at ¶ 12.

11 8. The terms and conditions of the settlement are set forth in the PAGA Settlement
12 Agreement (“Settlement” or “Settlement Agreement”). The Settlement Agreement resolves all
13 claims asserted in the LWDA Letters and First Amended Complaint. The Settlement Agreement is
14 between Plaintiff and Defendant Novolex Heritage Bag, LLC, while Heritage Bag Company is
15 erroneously named in the lawsuit and is only included as a Released Party. Gaines Decl. at ¶ 13;
16 **Exhibit F** to the Gaines Decl.

17 9. Based on the information and documents obtained through informal discovery,
18 Plaintiff initially assessed the maximum value of the limited PAGA claims to be released by the
19 settlement to be approximately \$1,414,400 (at the rate of a \$100 penalty for approximately 14,144
20 weekly pay periods at issue, without stacking violations). Gaines Decl. at ¶ 14.

21 10. As set forth in the Settlement Agreement, the Gross Settlement Amount is \$330,000,
22 and includes an apportionment of attorneys’ fees and costs, an enhancement award to Plaintiff, and
23 payment to the settlement administrator. Gaines Decl. at ¶ 15. By a separate confidential agreement,
24 the Parties have resolved all of Plaintiff’s individual claims through a comprehensive general release
25 in favor of Defendants. In connection with her general release of all claims, Plaintiff will be paid a
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1 confidential sum, separate from the Gross Settlement Amount.¹ *Id.* Plaintiff's Counsel is not
2 recovering any attorney's fees from Plaintiff's individual settlement. *Id.*

3 11. Based on his extensive experience litigating over 60 representative actions, counsel
4 for Plaintiff believe the settlement here is fair and reasonable and warrants approval by the Court.
5 Gaines Decl. at ¶¶ 2-5; **Exhibit A** to Gaines Decl.

6 12. Plaintiff has submitted a copy of the Settlement Agreement, together with this
7 Stipulation and Order and Judgement, and the Declaration of Evan S. Gaines, to the LWDA as
8 required by PAGA. Gaines Decl. at ¶ 16; **Exhibit G**.

9 13. The Parties request that the Court enter the below order approving the Settlement,
10 as permitted by Labor Code § 2699(1), and entering Judgment in accordance with the terms and
11 conditions of the Settlement Agreement. Gaines Decl. at ¶ 17.

12 **IT IS SO STIPULATED.**

13 Dated: August 26, 2025

GAINES LAW CORPORATION

14
15 By: 

Evan S. Gaines

Attorney for Plaintiff Abby Osier

16
17 Dated: August 15, 2025

FISHER & PHILLIPS LLP

18
19 By: 

20 LONNIE GIAMELA

AREEN BABAJANIAN

Attorneys for Defendant

21 Novolex Heritage Bag, LLC
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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.

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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: _____

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PROOF OF SERVICE AND CERTIFICATION

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 Blvd., Suite 100, Westlake Village, CA 91362.

____ (For messenger) my business address is:

On August 26, 2025, I served the foregoing document described as **STIPULATION AND ORDER APPROVING SETTLEMENT PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT** on the interested parties in this action by placing a true copy thereof enclosed in sealed envelopes addressed as follows:

Lonnie Giamela (lgiamela@fisherphillips.com)
Areen Babajanian (ababajanian@fisherphillips.com)
Francine Stinnett (fstinnett@fisherphillips.com)
Cina Kim (cakim@fisherphillips.com)
Fisher & Phillips LLP
444 South Flower Street | Suite 1500
Los Angeles, CA 90071

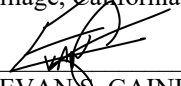
☒ (BY ELECTRONIC SERVICE) The above-stated document was submitted for service by electronic transmission via email pursuant to an agreement between counsel on the counsel of record listed above.

☒ (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.

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 August 26, 2025, at Westlake Village, California.



EVAN S. GAINES, ESQ.