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SUPERIOR COURT OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN JOAQUIN

RONI PRESLEY, an individual,

Plaintiff,

vs.

**GOLDEN BAY FENCE PLUS IRON
WORKS, INC., a corporation; and DOES 1-
100, inclusive,**

Defendants.

Case No.: STK-CV-UOE-2022-0002147

FIRST AMENDED COMPLAINT

- 1. FAILURE TO FURNISH ACCURATE
ITEMIZED WAGE STATEMENTS**
- 2. FAILURE TO PROVIDE REST PERIODS
OR PAY PREMIUMS**
- 3. VIOLATION OF CALIFORNIA EQUAL
PAY ACT**
- 4. RETALIATION (LAB. CODE, § 98.6)**
- 5. RETALIATION (LAB. CODE, § 1102.5)**
- 6. FAILURE TO PAY ALL WAGES DUE
UPON CESSATION OF EMPLOYMENT**

JURY TRIAL DEMANDED

Plaintiff Roni Presley brings this action against Golden Bay Fence Plus Iron Works, Inc.; and
Does 1 through 100, for violations of the Labor Code.

PARTIES

1. Roni Presley (“Presley” or “Plaintiff”) is and at all times relevant herein was employed
in San Joaquin County, California, and was an “employee” as defined by the Labor Code and the
applicable California Industrial Wage Commission (“IWC”) Order(s).

2. Golden Bay Fence Plus Iron Works, Inc. (“Golden Bay” or “Defendant”) is an
California corporation formed under the laws of the State of California.

3. At all times relevant herein, Golden Bay has been an “employer” under the Labor Code and the applicable California Industrial Wage Commission (“IWC”) Order(s).

4. Golden Bay and Does 1-100 are collectively referred to as Defendants.

5. Plaintiff is not aware of the true names and capacities of the Defendants sued herein as Does 1 through 100, whether individual, corporate, associate, or otherwise and therefore sues such Defendants by these fictitious names. Plaintiff will amend this Complaint to allege their true names and capacities when ascertained. Plaintiff is informed and believes, and on that basis alleges, that each of the fictitiously named Defendants is responsible in some manner for the occurrences herein alleged and that Plaintiff's injuries and damages herein alleged were legally caused by such Defendants. Unless otherwise indicated, each Defendant was acting within the course and scope of said agency and/or employment, with the knowledge and/or consent of said co-Defendant.

6. Plaintiff is informed and believes and thereupon alleges that at all times mentioned herein, each of the Defendants, including each Doe Defendant, was acting as the agent, servant, employee, partner and/or joint venturer of and was acting in concert with each of the remaining Defendants, including each Doe Defendant, in doing the things herein alleged, while at all times acting within the course and scope of such agency, service, employment partnership, joint venture and/or concert of action. Each Defendant, in doing the acts alleged herein, was acting both individually and within the course and scope of such agency and/or employment, with the knowledge and/or consent of the remaining Defendants.

VENUE AND JURY TRIAL DEMAND

7. Venue is proper in this court because the unlawful acts alleged herein took place in San Joaquin County, California and Plaintiff's place of employment with Defendants was within San Joaquin County. Plaintiff hereby demands a jury trial.

GENERAL ALLEGATIONS

8. Presley was hired by Golden Bay on or around January 14, 2022 as a Payroll Manager.

9. Golden Bay is commercial fence contractor.

1 10. Presley was not paid by the hour, but instead was paid a flat salary equivalent to
2 \$56,000 per year, or approximately \$4,667 per month. (See **Exhibit 1.**) Assuming a 40-hour
3 workweek, this flat salary amounted to approximately \$26.92 per hour. She was also informed that she
4 was eligible for, *inter alia*, medical benefits (after 60 days) and to participate in a profit-sharing plan
5 (after one year). Presley’s first day of work was January 17, 2022. (*Id.*)

6 11. Presley reported to Arturo Huerto (“Huerto”), Chief Financial Officer of Golden Bay.

7 12. At all times throughout Presley’s employment, Golden Bay employed in excess of 180
8 persons in California.

9 13. Presley was erroneously misclassified as exempt from overtime and meal and rest
10 break requirements under California law and, accordingly, was denied protections under the Labor
11 Code.

12 14. In order to *properly* classify Presley as exempt under the “executive”,
13 “administrative”, or “professional” exemptions under California law, Golden Bay needed to pay
14 her a monthly salary equivalent to no less than two times the state minimum wage for full-time
15 employment (40 hours per week). (See Lab. Code, § 515, subd. (a); Cal. Code Regs., tit. 2, §
16 11010(1)(A).) Presley was *not* paid such a salary. As Golden Bay employed 26 or more employees,
17 the applicable minimum wage in 2022 was \$15 per hour. (See Lab. Code, § 1182.12, subd. (b)(f).)
18 Thus, a monthly salary equivalent to twice that minimum wage would amount to \$5,200 per
19 month; yet, as set forth above, Presley was paid a lesser amount.

20 15. Additionally, Presley did not supervise any employees, nor did she have the
21 authority to hire or fire employees (or make suggestions and recommendations as to the hiring or
22 firing and as to the advancement and promotion or any other change of status of other employees
23 which were given particular weight). (See, e.g., Cal. Code Regs., tit. 8, § 11010(A)(1)(b)(c).)
24 Presley was also not engaged in work directly related to management policies or general business
25 operations; she worked exclusively in a payroll capacity. (See, e.g., Cal. Code Regs., tit. 8, §
26 11010(A)(2)(a)(i).) Presley otherwise did not fall within either the executive, administrative, or
27 professional overtime exemptions under the Labor Code. Nor did she fall within any other
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1 overtime exemption under California law (e.g., she was not a commissioned or outside
2 salesperson).

3 16. In accordance with the erroneous notion that Presley was an exempt employee, she was,
4 throughout her employment, not relieved of all duty and provided with the opportunity to take a ten-
5 minute rest period for every work period of four hours. Further, she was not paid an hour of pay at her
6 regular rate of compensation for every rest period she was not permitted to take in accordance with
7 applicable Wage Orders of the Industrial Welfare Commission.

8 17. Furthermore, Presley was furnished with incomplete wage statements. The wage
9 statements did not show “the inclusive dates of the period for which the employee is paid”; instead,
10 they showed only the “week ending” date. (**Exhibit 2.**) Accordingly, Golden Bay violated Labor Code
11 section 226, subdivision (a)(6).

12 18. On January 19, 2022, Presley brought some payroll concerns to Huerto’s attention. She
13 had noticed that some of the field employees had “CASH” written at the top of their timecards. Huerto
14 said that Golden Bay paid these employees a “full paycheck” but offered additional money for
15 working on Saturdays. Huerto said “it’s kinda illegal but not, but if we were ever audited pull out this
16 file and give the auditor only the regular timecards” (which did not reflect cash payments from which
17 no payroll taxes had been withheld).

18 19. On the same day, Presley also asked Huerto as to why she had to put in hours for
19 salaried employees (like herself); Huerto replied “I’m not paying you if you’re not here.” Presley
20 asked “isn’t [flat] salary only for employees who are not paid overtime, and those employees always
21 get the same salary no matter what?” Huerto said “it’s up to the owner [Paul W. Chavez] to track
22 hours and pay you only if you’re here.” Presley asked why she and others were treated as salaried if
23 they were paid less if they didn’t work a full 40 hours in a week; Huerto responded “because that’s
24 what the owner wants. He won’t pay you if you’re not here.”

25 20. On January 21, 2022, several salaried employees—Sarah Madrigal (“Madrigal”),
26 Angela (last name presently unknown), and Kelly Wilson (“Wilson”)—asked Presley if they were paid
27 for holidays. Presley responded that “in a normal world”, yes, they would be paid for holidays, but that
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1 Golden Bay was not obliged to pay them for holidays. These employees had several other payroll-
2 related questions which Presley addressed the best she could.

3 21. On January 27, 2022, Huerto called Presley into his office and told her not to talk to
4 “the girls” in the office anymore because he was “trying to limit the noise in the office.” Presley
5 apologized. Later, Madrigal texted Presley and asked why she got called into Huerto’s office; Presley
6 responded that Huerto said he didn’t want the girls talking in the office anymore. Later in that same
7 day, Madrigal asked Presley if she wanted supplemental insurance coverage through Aflac; Presley
8 responded that she was informed she was ineligible until she had worked 90 days. Madrigal said that
9 another employee was already receiving that supplemental coverage. Sarah allegedly looked at this
10 other employee’s personnel file and found that she was purportedly, also, ineligible for insurance until
11 90 days of employment had elapsed (but she was nonetheless getting coverage). Madrigal also asked
12 Presley if Golden Bay offered her profit-sharing (it did) and told her that profit-sharing was taken
13 away as a benefit from all the other employees the following year.

14 22. On February 1, 2022, Presley was doing payroll when she noticed that she was only
15 being paid for 38 hours of work for the prior workweek. Presley did work only 38 hours in the pay
16 period *before* the one in question, but in this, most recent pay period Presley worked at least 40 hours.
17 She brought this to Huerto’s attention and asked why she was being paid for less than the full
18 workweek she, in fact, worked. Huerto quickly became argumentative and told Presley that she had
19 been “overpaid” and that she owed the company money (though he did not, at this point, explain why
20 this was). Presley also asked why her recent paystub showed a different “hourly” rate than the one
21 prior. Huerto angrily said “if I have to figure this out, Roni, I’m going to deduct your pay and take
22 back what you owe the company for the overpayment.” Presley was taken aback and reasonably
23 deduced that she ought not to bother Huerto with her payroll questions.

24 23. Later in that day, Presley asked Madrigal for guidance with her wage statements and as
25 to why she was not being paid for a 40-hour workweek if she was an exempt employee. Presley
26 showed Madrigal her wage statements so she could explain the situation and her confusion. Huerto
27 overheard this and called Presley in his office. Even more angry than before, he told Presley to “never
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1 ask Sarah anything about payroll ever again! Only talk to me and Paul [W. Chavez] about it.” Presley
2 was confused and asked “if Sarah is the office manager, why can’t she help me?” Huerto responded: “I
3 don’t want her to know anything about payroll.” Though she felt she hadn’t done anything wrong,
4 Presley apologized to Huerto.

5 24. On February 2, 2022, Presley asked Huerto again why she was paid for 38 hours for the
6 prior pay period. Huerto said “it was populated that way in the system” but that she had in fact been
7 paid for 40 hours for that workweek. Huerto explained that, when reduced hours were entered into the
8 payroll system for Presley, a “salaried” employee, the system automatically increased the “hourly” rate
9 so that the employee was paid the full value of a normal, 40-hour workweek. This, according to
10 Huerto, was why Presley was allegedly “overpaid” for two hours.

11 25. That same day, Huerto left the office around 11:00 a.m., whereupon Presley, Madrigal,
12 and Wilson discussed how Huerto didn’t seem to know what he was doing and how he was “messaging
13 up” accounting.

14 26. On February 3, 2022, Presley arrived to work, whereupon she saw that Huerto was
15 having one-on-one conversations with the other female employees in the office. She was called into
16 the conference room where Huerto asked her “who was talking about payroll” after he left the day
17 prior. Presley said they didn’t discuss payroll and the only other payroll questions she could recall
18 being asked was whether Golden Bay paid for holidays, *supra*. Huerto told Presley that “everyone in
19 the office knows what your salary is” and that she was offered profit-sharing after one year of
20 employment. Huerto said that he couldn’t trust Presley to keep things “confidential” and that he didn’t
21 need “loose lips” in the office. Huerto then informed Presley that her employment was terminated.

22 27. At no point since her termination was Presley paid the full balance of unpaid rest period
23 premiums, *supra*.

24 28. The foregoing list of misconduct is a partial list only and set forth by way of example.

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FIRST CAUSE OF ACTION
FAILURE TO FURNISH COMPLETE AND ACCURATE ITEMIZED WAGE STATEMENTS
(Lab. Code, § 226(a))
Against Defendants

20. Plaintiff hereby realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

21. Pursuant to Labor Code section 226(a) “every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately when the wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee [. . .], (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number, (8) the name and address of the legal entity that is the employer [. . .], (9) all applicable hourly rates in effect during the pay period and corresponding number of hours worked at each hourly rate by the employee and, if the employer is a temporary services employer [. . .], the rate of pay and the total hours worked for each temporary services assignment.”

22. An employee suffering injury as a result of the knowing and intentional failure by an employer to comply with Labor Code section 226(a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed the aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney’s fees. (Lab. Code, § 226, subd. (e)(1).)

23. An employee is deemed to suffer injury if the employer fails to provide a wage statement or if the employer fails to provide accurate and complete information as required by any one or more of the items (1) to (9), inclusive, of subdivision (a) and the employee cannot promptly and

1 easily determine from the wage statement alone, i) the amount of gross/net wages paid to the employee
2 during the pay period or any of the other information required to be provided pursuant to Labor Code
3 section 226(a) items (2) to (4), inclusive, (6) and (9), ii) deductions made by the employer, iii) the name
4 and address of the employer and iv) the name of the employee and the last four digits of his or her
5 social security number or employee identification number. (Lab. Code, § 226, subds. (e)(2)(A), (B)(i)-
6 (iv).) “Promptly and easily determine” means a reasonable person would be able to readily ascertain
7 the information without reference to other documents or information. (Lab. Code, § 226, subd.
8 (e)(2)(C).)

9 24. As set forth above, Defendants intentionally and willfully failed to furnish accurate
10 itemized wage statements which complied with Labor Code section 226.

11 25. Wherefore, Plaintiff has been injured as set forth above and requests relief as hereafter
12 provided.

13 **SECOND CAUSE OF ACTION**
14 **FAILURE TO PROVIDE REST PERIODS OR PAY PREMIUMS AT CORRECT RATE**
15 **(Lab. Code, § 226.7)**
16 **Against Defendants**

17 26. Plaintiff hereby realleges and incorporates by reference each and every allegation
18 set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
19 allegations of this cause of action.

20 27. Labor Code section 226.7 requires employers to provide employees rest periods as
21 mandated by Order of the Industrial Welfare Commission. It states:

- 22 a. No employer shall require any employee to work during any meal or rest
23 period mandated by an applicable order of the Industrial Welfare
24 Commission.
25 b. If an employer fails to provide an employee a meal period or rest period in
26 accordance with an applicable order of the Industrial Welfare Commission,
27 the employer shall pay the employee one additional hour of pay at the
28

employee's regular rate of compensation for each work day that the meal or rest period is not provided.

28. Section 11 of the applicable IWC Wage Order provides:

“(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. Nothing in this provision shall prevent an employer from staggering rest periods to avoid interruption in the flow of work and to maintain continuous operations, or from scheduling rest periods to coincide with breaks in the flow of work that occur in the course of the workday. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time for every four (4) hours worked, or major fraction thereof. Rest periods shall take place at employer designated areas, which may include or be limited to the employees' immediate work area.

(B) Rest periods need not be authorized in limited circumstances when the disruption of continuous operations would jeopardize the product or process of the work. However, the employer shall make up the missed rest period within the same workday or compensate the employee for the missed ten (10) minutes of rest time at his/her regular rate of pay within the same pay period.

(C) A rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

(D) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.”

29. Per the California Supreme Court, the “regular rate of compensation”, for purposes of paying premiums for denied rest breaks, must account for not only hourly wages for also other nondiscretionary payments for work performed by the employee. (*Ferra v. Loews Hollywood Hotel, LLC* (2021) 2021 WL 2965438.)

30. During the relevant time period, Plaintiff was not provided with rest breaks as required by law and did not receive an additional hour of premium pay at the appropriate regular rate of compensation for each missed rest break.

31. Wherefore, Plaintiff has been injured and request relief as hereinafter provided.

THIRD CAUSE OF ACTION
VIOLATION OF CALIFORNIA EQUAL PAY ACT
(Lab. Code, § 1197.5)
Against Defendants

32. Plaintiff hereby realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

33. The California Equal Pay Act provides, *inter alia*, that “[a]n employer shall not discharge, or in any manner discriminate or retaliate against, any employee by reason of any action taken by the employee to invoke or assist in any manner the enforcement of this section. An employer shall not prohibit an employee from disclosing the employee’s own wages, discussing the wages of others, inquiring about another employee’s wages, or aiding or encouraging any other employee to exercise his or her rights under this section.

34. Nevertheless, as set forth above, Defendants retaliated against and discharged Plaintiff because she engaged in conduct protected by the California Equal Pay Act.

35. The acts taken toward Plaintiff were carried out by and/or ratified by Defendants and/or managing agents/employees of Defendants acting in an oppressive, fraudulent and malicious manner in order to injure or damage Plaintiff, thereby justifying an award of punitive damages.

36. Wherefore, Plaintiff has been injured and request relief as hereinafter provided.

FOURTH CAUSE OF ACTION
RETALIATION
(Lab. Code, § 98.6)
Against Defendants

36. Plaintiff hereby realleges and incorporates by reference each and every paragraph set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

37. Labor Code section 98.6, subdivision (a) provides that “[a] person shall not discharge an employee or in any manner discriminate, retaliate, or take any adverse action against any employee or applicant for employment because the employee or applicant engaged in any

1 conduct delineated in this chapter, including the conduct described in subdivision (k) of Section 96,
2 and Chapter 5 (commencing with Section 1101) of Part 3 of Division 2, or because the employee or
3 applicant for employment has filed a bona fide complaint or claim or instituted or caused to be
4 instituted any proceeding under or relating to his or her rights that are under the jurisdiction of the
5 Labor Commissioner, made a written or oral complaint that he or she is owed unpaid wages, or
6 because the employee has initiated any action or notice pursuant to Section 2699, or has testified or
7 is about to testify in a proceeding pursuant to that section, or because of the exercise by the
8 employee or applicant for employment on behalf of himself, herself, or others of any rights
9 afforded him or her.”

10 38. Nevertheless, as set forth above, Defendants retaliated against Plaintiff because of
11 exercising of rights provided under the Labor Code.

12 39. The acts taken toward Plaintiff were carried out by and/or ratified by Defendants
13 and/or managing agents/employees of Defendants acting in an oppressive, fraudulent and malicious
14 manner in order to injure or damage Plaintiff, thereby justifying an award of punitive damages.

15 40. Wherefore, Plaintiff has been injured as set forth above and requests relief as
16 hereafter provided.

17 **FIFTH CAUSE OF ACTION**
18 **RETALIATION**
19 **(Lab. Code, § 1102.5)**
20 **Against Defendants**

21 41. Plaintiff hereby realleges and incorporates by reference each and every paragraph
22 set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
23 allegations of this cause of action.

24 42. Labor Code section 1102.5, subdivision (b) provides that “[a]n employer, or any
25 person acting on behalf of the employer, shall not retaliate against an employee for disclosing
26 information, or because the employer believes that the employee disclosed or may disclose
27 information, to a government or law enforcement agency, to a person with authority over the
28 employee or another employee who has the authority to investigate, discover, or correct the

1 violation or noncompliance, or for providing information to, or testifying before, any public body
2 conducting an investigation, hearing, or inquiry, if the employee has reasonable cause to believe
3 that the information discloses a violation of state or federal statute, or a violation of or
4 noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the
5 information is part of the employee's job duties.

6 43. Nevertheless, as set forth above, Defendants violated Labor Code section 1102.5.

7 44. Defendants' actions towards Plaintiff were committed or ratified by Defendants,
8 and/or their managing agents and/or employees in an oppressive, fraudulent, and malicious manner
9 in order to injure or damage Plaintiff, thereby justifying an award of punitive damages.

10 45. Wherefore, Plaintiff has been injured as set forth above and requests relief as
11 hereafter provided.

12 **SIXTH CAUSE OF ACTION**
13 **FAILURE TO PAY ALL WAGES DUE UPON CESSATION OF EMPLOYMENT**
14 **(Lab. Code, § 201, *et seq.*)**
Against Defendants

15 46. Plaintiff hereby realleges and incorporates by reference each and every allegation
16 set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
17 allegations of this cause of action.

18 47. Labor Code section 201 requires an employer to pay an employee all wages earned
19 and unpaid at the time the employer discharges the employee. Labor Code section 202 requires an
20 employer to pay the employee all wages due no later than 72 hours after the employee quits his
21 employment.

22 48. Labor Code section 203 provides: "If an employer willfully fails to pay, without
23 abatement or reduction, in accordance with Sections 201, 201.5, 202, and 205.5, any wages of an
24 employee who is discharged or who quits, the wages of the employee shall continue as a penalty
25 from the due date thereof at the same rate until paid or until an action therefor is commenced; but
26 the wages shall not continue for more than 30 days".

49. During the relevant time period, Defendants failed to pay Plaintiff all earned but unpaid wages upon cessation of employment.

50. Wherefore, Plaintiff has been injured as set forth above and request relief as hereafter provided.

PRAAYER FOR RELIEF

WHEREFORE, Plaintiff prays judgment against Defendants as follows:

As to the First Cause of Action:

1. That this Court award injunctive relief, including that available under Labor Code section 226(h);
2. That this Court award penalties including, but not limited to, those available under Labor Code § 226(e) to Plaintiff;
3. That this Court award statutory attorneys' fees and costs, including those available under Labor Code § 226(e)(1), as well as Code of Civil Procedure § 1021.5;
4. That this Court award prejudgment and post-judgment interest according to any applicable provision of law or as otherwise permitted by law; and
5. That this Court award such other and further relief as the court deems just and proper.

As to the Second through Sixth Causes of Action:

1. That this Court award unpaid wages, including premiums for missed rest periods;
2. For compensatory damages, both special and general;
3. For punitive and/or exemplary damages;
4. For injunctive relief;
5. For a civil penalty in the amount of \$10,000, pursuant to Labor Code section 98.6, subd. (b)(3);
6. For a civil penalty in the amount of \$10,000, pursuant to Labor Code section 1102.5, subd. (f);
7. For statutory penalties pursuant to Labor Code section 203;

- 1 8. That this Court award statutory attorneys' fees and costs, including those available
2 under Labor Code sections 1102.5(j) as well as those available under Code of Civil
3 Procedure section 1021.5;
4 9. That this Court award prejudgment and post-judgment interest according to any
5 applicable provision of law or as otherwise permitted by law; and
6 10. That this Court award such other and further relief as the court deems just and proper.

7 ///

8 **DATED:** September 16, 2022

MAYALL HURLEY P.C.



By _____

JOHN P. BRISCOE
Attorneys for Plaintiff
RONI PRESLEY

EXHIBIT 1



GOLDEN BAY FENCE *plus* IRON WORKS, INC.

4104 South B Street
Stockton, California 95206
(209) 944-9754
FAX (209) 944-5812

License Number: 664908

January 10, 2022

Dear Roni,

We are pleased to make you the following offer for the position of Payroll Manager here at Golden Bay Fence Plus Iron Works, Inc.:

Annual Salary:	\$56,000
Sign On Bonus:	\$1,000 (Paid \$500 after the first 30 days and 60 days)
Personal Time Off:	3 weeks (15 days) – to start accruing after 60 days.
Medical Benefits:	Kaiser Permanente Silver Plan, AFLAC (employee option), a dental plan, vision plan covering employees. Upgrade to other plans or add family members are paid by the employees and deducted pre-tax from weekly paychecks. (60-day waiting period)
401(k):	Available per Company's plan (after 60 days in); w 3% match
Profit Sharing Plan:	Available to participate after 1 year of Service
Probationary Period:	90 days
Start Date:	January 17, 2022

***The above offer is contingent on a references' review, a drug test screening and a background check.

We look forward to working with you for years to come. Please let us know as soon as you can about your response or of any questions.

Sincerely,

Arturo Huerta, CPA
Chief Financial Officer

EXHIBIT 2

GOLDEN BAY FENCE PLUS IRON WORKS, INC. / PAYROLL ACCT

4104 SOUTH B. STREET, STOCKTON, CA 95206

EMPLOYEE PRE01

RONI R. PRESLEY

Stockton, CA 95206 (209)944-9754

13504

Check 13504

02/03/22

Week Ending: 01/29/22

Hrs/Earnings	Current	YTD	Deduction	Current	YTD	Earnings	Hours	Pay Rate
Reg Hrs	38.00	76.00	FICA	78.23	160.55	HOURLY RAT	38.00	26.91
			SDI-NO LOC	11.25	23.09			
HOURLY RAT	1022.58	1022.58						
Salary		1076.09						

	Current	YTD			
GROSS \$	1022.58	2098.67	TOT DED	89.48	183.64
CURRENT PAY	1022.58		NET PAY	933.10	1915.03

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

GOLDEN BAY FENCE PLUS IRON WORKS, INC.

PAYROLL ACCOUNT

4104 SOUTH B. STREET

STOCKTON, CA 95206

209-944-9754

**FARMERS & MERCHANTS BANK
OF CENTRAL CALIFORNIA**

13504

CHECK

13504

VOID VOID VOID VOID

DATE

AMOUNT

02/03/22

VOID
VOID AFTER 90 DAYS

PAY
TO THE
ORDER
OF

RONI R. PRESLEY



SECURITY FEATURES INCLUDED. DETAILS ON BACK



PROOF OF SERVICE

I, the undersigned, certify and declare as follows:

I am over the age of eighteen years and not a party to this action. My business address is 2453 Grand Canal Boulevard, Stockton, California 95207 that is located in the county where the mailing and/or delivery below took place.

On September 15, 2022, I served the following document:

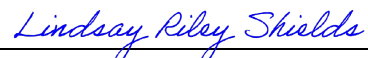
FIRST AMENDED COMPLAINT

addressed to:

Roger M. Mason
Kurt E. Wilson
Sweeney Mason, LLP
983 University Avenue, Suite 104C
Los Gatos, CA 95032-7637
rmason@smwb.com
kwilson@smwb.com
Christine Hilton – chilton@smwb.com
Elena K. Schneider - eschneider@smwb.com

- ☐ **BUSINESS PRACTICE TO ENTRUST DEPOSIT TO OTHERS:** I am readily familiar with the business practice at my place of business for collection and processing of correspondence for mailing with the United States Postal Service. Correspondence so collected and processed is deposited with the United States Postal Service that same day in the ordinary course of business. On the date specified below, at my place of business at Stockton, California a copy of the document described above was placed for deposit in the United States Postal Service in a sealed envelope, with postage fully prepaid addressed to the individuals and/or entities mentioned above; and that envelope was placed for collection and mailing on that date following ordinary business practice.
- ☐ **BY EXPRESS SERVICE CARRIER:** On the date specified below, I directed to be deposited in a box or other facility regularly maintained by Federal Express or delivered to a courier or driver authorized by said express service carrier to receive documents, a copy of the document mentioned above, in an envelope designed by the said express service carrier, with delivery fees paid or provided for, addressed to the individuals and/or entities mentioned above.
- ☒ **BY EMAIL:** In accordance with Code of Civil Procedure, Section 1010.6, on the date specified below, I caused a copy of the document(s) described above to be sent to the person(s) at the e-mail address(es) listed above. My business e-mail address is lriley@mayallaw.com. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on September 16, 2022, at Lodi, California.


LINDSAY RILEY SHIELDS