

SETTLEMENT AGREEMENT

This settlement agreement (“Settlement” or “Agreement”) is made and entered into between Employee Eduardo Jimenez (“Employee” or “Plaintiff”), acting in his capacity as private attorney general, and Employers Gino/Giuseppe, Inc. dba G&G Construction Co.; Arias/Graziano Enterprises dba Quadrant Concrete, Inc.; G&G Construction Management, LP; Joseph B. Graziano; Gino B. Graziano; Gino and Leonarda Graziano Family Trust; Giuseppe and Liboria Castiglione Family Trust; Alfredo Castiglione, David Torres; Sandra Olivarez, Randy Geiss, Raul Perez, Jr. and Noe E. Arias (“Employers” or “Defendants”).

This Agreement is subject to the approval of the Court and is made for the sole purpose of consummating the settlement of this PAGA Action subject to the following terms and conditions. As detailed below, in the event the Court does not enter orders consistent with the terms of the Settlement or the conditions precedent are not met for any reason, this Agreement shall be void and shall be of no force or effect whatsoever.

I. DEFINITIONS

The following terms, when used in this Settlement, shall have the meanings specified below. To the extent terms or phrases used in this Agreement are not specifically defined below, but are defined elsewhere in this Agreement, they are incorporated by reference into this definition section.

1. The “Action” means the matter entitled *Eduardo Jimenez v. Gino/Giuseppe, Inc. dba G&G Construction Co., et al.*, Case No. 23CV-03489, and as set forth in Employee’s correspondence to the California Labor and Workforce Development Agency, dated August 25, 2023 (“LWDA Notice”), and subsequently filed as a civil action on or about September 25, 2023 in Merced County Superior Court, Case No. 23CV-03489 and any amendments thereto.

2. “Aggrieved Employees” consist of all current and former non-exempt employees of Gino/Giuseppe, Inc. dba G&G Construction Co.; Arias/Graziano Enterprises dba Quadrant

Concrete, Inc.; G&G Construction Management, LP; Joseph B. Graziano; Gino B. Graziano; Gino and Leonarda Graziano Family Trust; Giuseppe and Liboria Castiglione Family Trust; Alfredo Castiglione, David Torres; Sandra Olivarez, Randy Geiss, Raul Perez, Jr. and/or Noe E. Arias; who performed work in California at any time from August 25, 2022 to December 9, 2024 on behalf of Gino/Giuseppe, Inc. and/or Quadrant Concrete, Inc.

3. “Court” means the Superior Court of California for the County of Merced.

4. “Effective Date” means the date upon which the Parties sign the Settlement Agreement.

5. “Employee” means Eduardo Jimenez.

6. “Employee’s Counsel” means Daniel J. Brown of Stansbury Brown Law, PC.

7. “Employers” means collectively Gino/Giuseppe, Inc. dba G&G Construction Co.; Arias/Graziano Enterprises dba Quadrant Concrete, Inc.; G&G Construction Management, LP; Joseph B. Graziano; Gino B. Graziano; Gino and Leonarda Graziano Family Trust; Giuseppe and Liboria Castiglione Family Trust; Alfredo Castiglione, David Torres; Sandra Olivarez, Randy Geiss, Raul Perez, Jr. and Noe E. Arias.

8. “Gross Settlement Amount” is a non-reversionary sum of Five Hundred Twenty-Five Thousand Dollars and Zero Cents (\$525,000.00), which represents the total amount payable under this settlement by Employers (subject to the Escalator Clause described below), including, without limitation, payments to all Aggrieved Employees, payment to the LWDA, and payment of Employee’s attorneys’ fees and costs.

9. “Individual Settlement Payment” means the amount to be paid to each Aggrieved Employee based on the formula described herein.

10. “LWDA” means the California Labor and Workforce Development Agency.

11. “Net Settlement Amount” is the amount remaining to distribute to the LWDA and Aggrieved Employees after the following amounts (subject to Courts approval) are subtracted from the Gross Settlement Amount: (a) Employee’s attorneys’ fees up to approximately thirty-five

percent of the Gross Settlement Amount, currently estimated at One Hundred Eighty-Three Thousand Seven Hundred Fifty Dollars and Zero Cents (\$183,750.00) (b) Employee's reasonable verified litigation costs up to Twenty-Three Thousand Nine Hundred Eighty-Four Thousand Dollars and Forty-One Cents (\$23,984.41) and (c) Settlement Administration costs and expenses of. up to Six Thousand Nine Hundred Fifty Dollars and Zero Cents (\$6,950.00).

12. "PAGA" means the California Labor Code Private Attorneys General Act, California Labor Code § 2689, *et seq.*

13. "PAGA Period" means the time period between August 25, 2022 and December 9, 2024.

14. "PAGA Released Claims" shall mean and include any and all claims for civil penalties that could have been assessed or collected by Plaintiff or the LWDA as alleged in Plaintiff's supplemental notice to the LWDA and set forth in Plaintiff's Third Amended Complaint, to be filed in this Action concurrently with the instant Agreement as set forth herein, including any claims for civil penalties for failure to pay minimum wage and/or overtime wages, failure to provide compliant meal periods, failure to provide compliant rest periods, failure to timely pay wages upon termination, failure to issue compliant wage statements, and failure to reimburse for necessary business expenses, through the Settlement Period as separately defined herein. The Released Claims only include claims under PAGA, arising out of the facts and circumstances at issue in the Action. It does not include the individual claims of the Aggrieved Employees.

15. "Parties" means Employee and Employers.

16. "Settlement Administrator" means Apex Class Action Administrators whom the Parties have agreed to engage to administer the Settlement.

II. RECITALS

1. Employee alleges that Employers failed to provide the Aggrieved Employees with accurate wage statements, failed to provide compliant meal and rest periods or premium pay in

lieu thereof, failed to pay all minimum and overtime wages, and consequently failed to pay all wages at separation of employment. Employee also alleged that Employers failed to reimburse Aggrieved Employees for necessary business purchases including but not limited to: work shoes, pants, shirts of a specific color such as yellow or orange for the work uniform and tools such as hammers, measuring tape and pliers. Employee alleges that Employers are therefore liable for civil penalties under PAGA. Employers deny these allegations.

2. On August 25, 2023, Employee provided a written notice of his intent to file a claim for civil penalties under PAGA to the LWDA and Arias/Graziano Enterprises dba Quadrant Concrete, Inc.; and G&G Construction Management, LP, alleging Arias/Graziano Enterprises dba Quadrant Concrete, Inc.; G&G Construction Management, LP violated a variety of California Labor Codes, as described in Section II.1.

3. On August 25, 2023, Employee filed a class action complaint entitled *Eduardo Jimenez v. Gino/Giuseppe, Inc. dba G&G Construction Co., et al.*, Merced County Superior Court, Case No. 23CV-03489, alleging causes of action for: (1) Minimum Wage Violations; (2) Failure to Pay All Overtime Wages; (3) Rest Period Violations; (4) Waiting Time Penalties; (5) Wage Statement Violations; (6) Unfair Competition; and (7) Failure to Reimburse Necessary Business Expenses.

4. On November 8, 2023, Employee amended his complaint to add an eighth cause of action for civil penalties under the Private Attorneys General Act.

5. On or about December 6, 2023, Employer filed a general denial to the allegations in Employee's First Amended Complaint, denying all material allegations of liability and asserting various affirmative defenses. Defendant asserts that it complied with applicable laws in that it compensated Covered Employees for all hours worked and otherwise complied with its obligations under the California Labor Code and associated regulations and Industrial Wage Orders.

6. On March 20, 2024, Employee further amended his complaint to add facts in support of successor liability by Arias/Graziano Enterprises dba Quadrant Concrete, Inc.

7. On March 28, 2024, Employer filed a general denial to the allegations in Employee's Second Amended Complaint, again denying all material allegations of liability and asserting various affirmative defenses.

8. The Parties agreed to participate in a full-day mediation with Amy Hogue (ret.) of Signature Resolution to take place on June 11, 2024 via "Zoom" videoconference. Employee propounded informal discovery requests to Employers in anticipation of the mediation pertaining to Employee and the other aggrieved employees' time and pay records amongst other information and documents in order to allow for Employee's counsel to investigate Employee's allegations and value the PAGA claim.

9. On June 11, 2024, the Parties participated in a mediation with Judge Hogue. While the Parties did not reach a settlement, in the months that followed the Parties engaged in informal discovery and further settlement discussions, eventually leading to a tentative settlement of the PAGA claims.

III. OPERATIVE TERMS OF SETTLEMENT

The Parties agree as follows:

1. **Non-Admission:** Nothing in this Settlement shall be construed to be an admission by Employee that his claims do not have merit or by Employers of any liability or wrongdoing as to Employee, Aggrieved Employees, or any other person, and Employers specifically disclaim any such liability or wrongdoing. The Parties have entered into this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses and risks. This Settlement and any related court documents or orders are not, and may not be, cited or admitted as evidence of liability.

2. **Gross Settlement Amount:** Employers shall pay Five Hundred Twenty-Five Thousand Dollars and Zero Cents (\$525,000.00) as the non-reversionary Gross Settlement Amount. Employers will not pay more than the Gross Settlement Amount (subject to the Escalator Clause below).

3. **Escalator Clause:** Employers represent that as of June 11, 2024, Aggrieved Employees worked a combined 15,500 pay periods during the PAGA Period. If the actual number of pay periods worked at the close of the PAGA Period is seven and a half percent (7.5%) more than 15,500 pay periods, Employer shall choose from one of the following options: 1) the Gross Settlement Amount will increase by the actual percentage in excess of the 7.5% threshold; or 2) the PAGA Period will be revised to the pay period ending date immediately prior to the pay period upon which the actual percentage of Pay Periods exceeded 7.5% of 15,500 Pay Periods.

4. **Net Settlement Amount:** The Parties agree that the following amounts should be subtracted from the Gross Settlement Amount, if approved by the Court, resulting in a Net Settlement Amount to distribute to the LWDA and Aggrieved Employees:

- a. **Employee's Attorneys' Fees and Costs:** Employers will not oppose Employee's request for attorneys' fees in the amount up to approximately thirty-five percent of the Gross Settlement Amount, which is currently estimated at One Hundred Eighty-Three Thousand Seven Hundred Fifty Dollars and Zero Cents (\$183,750.00) and actual costs incurred in prosecuting this Action, up to Twenty-Three Thousand Nine Hundred Eighty-Four Thousand Dollars and Forty-One Cents (\$23,984.41). In the event the Court approves a net payment less than these amounts, the difference will be added to the Net Settlement Amount (although Employee may appeal an order granting less than the full amount sought for attorneys' fees and costs). Employers will report these payments on IRS Form 1099 issued to Employee's Counsel.
- b. **Payment to Employee for Enhancement:** Employers will not oppose Employee's request of up to Five Thousand Dollars and Zero Cents (\$5,000.00) for Employee's Enhancement Payment, subject to Court approval, in recognition of Employee's contributions to the Lawsuit, and service to the

Settlement Class. Employers will report this payment on IRS Form 1099 issued to Employee.

- c. Settlement Administration: Up to Six Thousand Nine Hundred Fifty Dollars and Zero Cents (\$6,950.00) from the Gross Settlement Amount for the Settlement Administrator's services.

5. **Allocation of Net Settlement Amount:** The Net Settlement Amount shall be distributed 75% to the LWDA and 25% to the Aggrieved Employees, pursuant to Labor Code § 2699(i). The 25% portion to be paid to Aggrieved Employees shall be paid to all Aggrieved Employees based on the proportionate number of pay periods worked by each Aggrieved Employee during the PAGA period.

6. **Amended Complaint and PAGA Letter:** Plaintiff shall file at the same time as his PAGA approval motion a Third Amended Complaint ("TAC") adding claims for PAGA penalties for meal period violations as well as naming Giuseppe Castiglione, Joseph B. Graziano, Gino B. Graziano, Gino and Leonarda Graziano Family Trust, Giuseppe and Liboria Castiglione Family Trust, Alfredo Castiglione, David Torres, Sandra Olivarez, Randy Geiss, Raul Perez, Jr. and Noe E. Arias as defendants in their personal capacity. The TAC will also remove class allegations. Plaintiff will request that the class claims be dismissed ***without prejudice*** and individual claims be dismissed ***with prejudice***. Plaintiff shall also provide the LWDA a supplemental notice adding the meal period allegations and naming Joseph B. Graziano, Gino B. Graziano, Gino and Leonarda Graziano Family Trust; Giuseppe and Liboria Castiglione Family Trust; Alfredo Castiglione, David Torres; Sandra Olivarez, Randy Geiss, Raul Perez, Jr., and Noe E. Arias as the employers of the Aggrieved Employees. The to-be-filed TAC and supplemental LWDA notice is attached hereto as **Exhibits B and C**.

7. **PAGA Release:** Upon entry of an Order approving the Settlement, Employee and the Aggrieved Employees will release any and all PAGA Released Claims against Employers, their past or present officers, directors, representatives, shareholders, predecessors, successors,

and/or assigns (collectively, the “Released Parties”) based on the facts pled in the to-be-filed TAC and LWDA Notices that arose during the PAGA Period (“PAGA Released Claims”). Upon entry of the Order approving the settlement and judgement entered thereon and conditioned on full payment of the Gross Settlement Amount, Employee and the Aggrieved Employees will be forever barred from pursuing any and all of the PAGA Released Claims that arose during the PAGA Period against the Released Parties.

8. **Court Approval.** After full execution of this Agreement, Employee shall promptly move the court for approval of the Settlement, as well as approval of all amounts to be deducted from the Gross Settlement Amount. Employers shall not oppose the motion, and shall make reasonable efforts to cooperate in obtaining approval of the Settlement. Counsel for Employee shall submit the Agreement to the Court and LWDA, as necessary under Labor Code section 2699(l) and any other applicable provision. Should the Court not grant approval of this Agreement or should the LWDA object to this Agreement, then the entirety of the Agreement shall be null and void, unless otherwise agreed upon in writing by the Parties. The Court shall retain jurisdiction to enforce the terms and conditions of the judgment. No effort shall be made to enforce the judgment unless Defendant defaults on its payment obligations under this Agreement. If the Agreement is null and void, and a new trial date is selected, all expert and non-expert discovery and pre-trial deadlines shall be based on the new trial date.

9. **Releases Effective Upon Full Payment:** The Release identified in Paragraph 7 will become effective upon full payment of the Gross Settlement Amount pursuant to section IV of this Settlement. However, no obligation to pay the Gross Settlement Amount shall accrue unless and until the Court has entered an Order approving the Settlement. If no such Order is entered, Employers shall have no obligation to pay the Gross Settlement Amount.

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10. **Covenants and Representation by Employee:**

- a. Employee represents and warrants that he has not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Settlement.
- b. Employee acknowledges that he has read this Settlement, that he fully understands his rights, privileges and duties under the Settlement, and enters into this Settlement freely and voluntarily. Employee further acknowledges that he had the opportunity to consult with his attorneys to explain the terms of the Settlement and the consequences of signing this Settlement.

11. **Judgment:** As part of the Motion to approve the Settlement, Employee shall submit a proposed order and judgment which enters judgment in the Action in accordance with the terms of the Settlement and which retains jurisdiction of the Court over the Action for the purpose of enforcing the terms of the Settlement following approval of the Settlement. This Settlement is expressly conditioned upon the Court entering an order as set forth herein. The order will not release or bar any claims other than the PAGA Released Claims as to Aggrieved Employees. The Court's entry of judgment shall not be deemed a finding against or an admission by Employers of any liability. The Parties agree to reasonably cooperate in preparing any other filings required by the Court for approval of this Settlement.

IV. ADMINISTRATION OF SETTLEMENT

1. **Settlement Administrator:** The Parties agree to use Phoenix Settlement Administrators to administer the Settlement ("Settlement Administrator") and to Employee's Counsel seeking Court approval to pay up to Six Thousand Nine Hundred Fifty Dollars and Zero Cents (\$6,950.00) from the Gross Settlement Amount for the Settlement Administrator's services.
 - a. Defendant shall transfer the Gross Settlement Amount to the Settlement Administrator within ten (10) Court days of the Court granting approval of this Settlement along with an Excel.

- b. Within ten (10) days after entry of an order approving this Settlement, Defendant will provide the Settlement Administrator with a class list including the names, last known addresses, and social security numbers (in electronic format) of Aggrieved Employees, as well as the total pay periods worked by each Aggrieved Employee during the PAGA Period.

2. **Provision of Information for Aggrieved Employees and Payment:** The Settlement Administrator shall provide counsel for both Parties an anonymized spreadsheet containing the Individual Settlement Payments to each Aggrieved Employee and the data used to calculate said payments. Employers shall provide the Settlement Administrator with (i) payment of the full Gross Settlement Amount and (ii) the information necessary for the Settlement Administrator to calculate the Individual Settlement Payments within fifteen (15) Court days of the Court approval of the Settlement. The Settlement Administrator shall obtain approval from all counsel for the Parties of the calculations before mailing Individual Settlement Payments.

3. **Explanatory Letter and Individual Settlement Payments:** Upon compiling the information for Aggrieved Employees, the Settlement Administrator will perform a search on the National Change of Address database to update the Aggrieved Employees' addresses.

No later than thirty (30) days after Court approval of the Settlement, the Settlement Administrator shall mail copies of the explanatory letter, which has been mutually approved by the Parties and is attached hereto as **Exhibit A**, in English and Spanish, along with the Individual Settlement Payments to all Aggrieved Employees via First-Class U.S. Mail. Each Individual Settlement Payment shall be deemed penalties and reported using IRS Form 1099.

Checks will remain negotiable for one hundred eighty (180) days from the date the Settlement Administrator mails them. The funds from any check that is not negotiated within one hundred eighty (180) days of mailing to an Aggrieved Employee shall be transferred to the Boys & Girls Club of Merced County as the designated *cy pres* recipient within two hundred and twenty (220) days of the date the Settlement Administrator mails the checks.

4. **Undeliverable Notices:** The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Aggrieved Employee. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Aggrieved Employee.

Any Checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a Skip-Trace or other search using the name, address or Social Security number of the Aggrieved Employee involved, and will perform a single re-mailing.

Employers fully discharge their obligations to those Aggrieved Employees to whom they will pay an Individual Settlement Payment through the Settlement Administrator's initial mailing of a check, regardless of whether such checks are actually received and/or negotiated by Aggrieved Employees.

5. **Payment of Remainder:** No later than thirty (30) days after Court approval of the Settlement, the Settlement Administrator will distribute the following additional payments: (1) the 75% share of the Net Settlement Amount to the LWDA; (2) Court-approved attorneys' fees and costs to Employee's Counsel; (3) Employee's Enhancement Payment; and (4) Settlement Administrator fees and expenses.

6. **Accounting:** Within fourteen (14) business days following the initial mailing of the Individual Settlement Payments, the Settlement Administrator will provide an accounting under oath to the Parties of the amounts paid from the Settlement. The Settlement Administrator shall provide an updated accounting under oath within fourteen (14) days following the disbursement of any funds to the designated *cy pres*.

7. **Tax Consequences:** Individual Settlement Payments made under this Settlement will be attributed 100% as penalties and interest and paid via IRS Form 1099 issued to each Aggrieved Employee. Neither Employee nor Employers, nor counsel for either of the Parties,

makes any representations or warranties with respect to tax consequences of any payment under this Settlement.

V. MISCELLANEOUS PROVISIONS

1. **Successors:** This Settlement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators and successors.

2. **Costs and Fees:** The Parties shall bear their own costs, attorneys' fees, mediator fees and other fees incurred in connection with this Settlement, the Action and Employee's claims, except as otherwise set forth specifically herein.

3. **Governing Law:** This Settlement shall be construed under and governed by the laws of the State of California. Any questions of validity, interpretation or performance of any of its terms or of any rights or obligations of the Parties to this Settlement shall be governed by California law. If any legal or equitable action is necessary to enforce the terms of this Settlement, it shall be brought in the State of California, County of Merced.

4. **Amendment or Modification:** This Settlement may be amended or modified only by written instrument, signed by the Parties or their successors-in-interest or counsel for the Parties.

5. **Authorization to Enter into Settlement:** Counsel for the Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Settlement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. If they are unable to reach agreement on the form or content on any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

6. **Execution and Counterparts:** The Settlement may be executed in one or more counterparts. All executed counterparts, and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument.

7. **Acknowledgement that the Settlement is Fair and Reasonable:** The Parties believe this settlement is a fair, adequate and reasonable settlement of the Action, and have arrived at this Settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

8. **Waiver:** No waiver of any condition or covenant contained in this Settlement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right or remedy.

9. **Enforcement of Action:** The Parties agree that the Merced County Superior Court shall have jurisdiction to enforce this Settlement pursuant to California Code of Civil Procedure Section 664.6. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

10. **Mutual Preparation:** The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement. Accordingly, this Settlement will not be construed more strictly against one Party merely by virtue of the fact that it may have been prepared by counsel for one or more of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement.

11. **Representation by Counsel:** The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement, and this Settlement has been executed with the consent and advice of counsel and reviewed in full.

12. **Cooperation and Execution of Necessary Documents:** The Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement. The Parties agree to work cooperatively, diligently and in good faith to ensure that all documents necessary to seek the Court's approval of this Agreement are timely filed.

13. **Binding Agreement:** The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement will be fully enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that might apply under federal or state law.

IN WITNESS THEREOF, the Parties to this Settlement each acknowledge that they have read the foregoing Settlement, accept and agree to the provisions contained in this Settlement and hereby execute it voluntarily and with full understanding of its consequences.

Dated: _____, 2025

Eduardo Jimenez

Eduardo Jimenez, Employee

Dated: April¹⁰, 2025

Gino/Giuseppe, Inc. dba G&G

Construction Co.

Signed by:

Gino B. Graziano

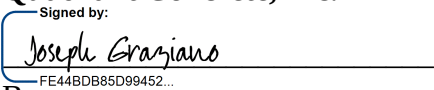
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Its:

Dated: April¹⁰, 2025

Arias/Graziano Enterprises dba

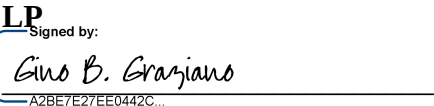
Quadrant Concrete, Inc.

Signed by:

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By:
Its:

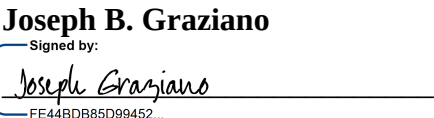
Dated: April¹⁰, 2025

G&G Construction Management,

LP
Signed by:

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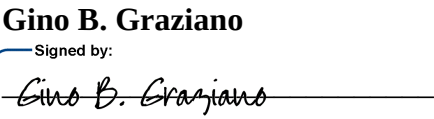
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Dated: April¹⁰, 2025

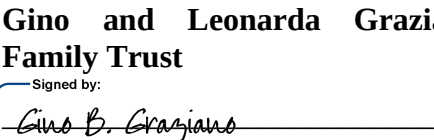
Joseph B. Graziano
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Joseph B. Graziano

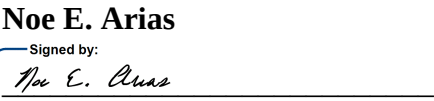
Dated: April¹⁰, 2025

Gino B. Graziano
Signed by:

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Gino B. Graziano

Dated: April¹⁰, 2025

**Gino and Leonarda Graziano
Family Trust**
Signed by:

A2BE7E27EE0442C...
Gino B. Graziano on behalf of Gino
and Leonarda Graziano Family Trust

Dated: April¹⁰, 2025

Noe E. Arias
Signed by:

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Noe E. Arias

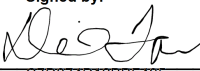
Dated: April, 2025

**Giuseppe and Liboria Castiglione
Family Trust**


Alfredo Castiglione on behalf of
Giuseppe and Liboria Castiglione
Family Trust

Dated: April¹¹____, 2025

David Torres

Signed by:

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David Torres

Dated: April¹¹____, 2025

Sandra Olivarez

Signed by:

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Sandra Olivarez

Dated: April¹⁰____, 2025

Randy Geiss

Signed by:

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Randy Geiss

Dated: April¹¹____, 2025

Raul Perez Jr.

Signed by:

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Raul Perez Jr.

Dated: April____, 2025

Alfredo Castiglione

Alfredo Castiglione

APPROVED AS TO FORM:

Dated: April____, 2025

Stansbury Brown Law, PC

Daniel. J Brown, Esq.
Attorney for Employee

Dated: April____, 2025

**Arias/Graziano Enterprises dba
Quadrant Concrete, Inc.**

By:
Its:

Dated: April____, 2025

**G&G Construction Management,
LP**

By:
Its:

Dated: April____, 2025

Joseph B. Graziano

Joseph B. Graziano

Dated: April____, 2025

Gino B. Graziano

Gino B. Graziano

Dated: April____, 2025

**Gino and Leonarda Graziano
Family Trust**

Gino B. Graziano on behalf of Gino
and Leonarda Graziano Family Trust

Dated: April____, 2025

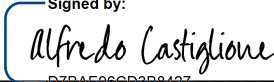
Noe E. Arias

Noe E. Arias

4/10/2025

Dated: April____, 2025

**Giuseppe and Liboria Castiglione
Family Trust**

Signed by:

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Alfredo Castiglione on behalf of
Giuseppe and Liboria Castiglione
Family Trust

Dated: April____, 2025

David Torres

David Torres

Dated: April____, 2025

Sandra Olivarez

Sandra Olivarez

Dated: April____, 2025

Randy Geiss

Randy Geiss

Dated: April____, 2025

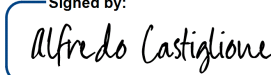
Raul Perez Jr.

Raul Perez Jr.

4/10/2025

Dated: April____, 2025

Alfredo Castiglione

Signed by:

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Alfredo Castiglione

APPROVED AS TO FORM:

Dated: April____, 2025

Stansbury Brown Law, PC

Daniel. J Brown, Esq.
Attorney for Employee

Dated: April¹¹, 2025

Sutton Hague Law Corporation



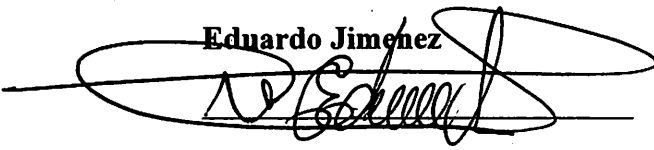
Jared Hague
Attorneys for Employers

12. **Cooperation and Execution of Necessary Documents:** The Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement. The Parties agree to work cooperatively, diligently and in good faith to ensure that all documents necessary to seek the Court's approval of this Agreement are timely filed.

13. **Binding Agreement:** The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement will be fully enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that might apply under federal or state law.

IN WITNESS THEREOF, the Parties to this Settlement each acknowledge that they have read the foregoing Settlement, accept and agree to the provisions contained in this Settlement and hereby execute it voluntarily and with full understanding of its consequences.

Dated: 2/21, 2025


Eduardo Jimenez, Employee

Dated: _____, 2025

**Gino/Giuseppe, Inc. dba G&G
Construction Co.**

By:
Its:

Dated: _____, 2025

**Arias/Graziano Enterprises dba
Quadrant Concrete, Inc.**

APPROVED AS TO FORM:

Dated: 2/24, 2025

Stansbury Brown Law, PC



Daniel. J Brown, Esq.
Attorney for Employee

Dated: _____, 2025

Sutton Hague Law Corporation

Jared Hague
Attorneys for Employers

EXHIBIT A

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MERCED**

EDUARDO JIMENEZ, as an individual
and on behalf of all others similarly
situated,

Plaintiff,

vs.

GINO/GIUSEPPE, INC. dba G&G
CONSTRUCTION CO., a California
corporation; ARIAS/GRAZIANO
ENTERPRISES dba QUADRANT
CONCRETE, INC., a California
corporation; G&G CONSTRUCTION
MANAGEMENT, LP, a California limited
partnership, and DOES 1 through 100,
inclusive

Defendants.

Case No. 23CV-03489

**NOTICE OF SETTLEMENT OF PRIVATE
ATTORNEYS GENERAL ACT CLAIM
(CAL. LABOR CODE § 2698 ET SEQ.)**

Complaint Filed: September 25, 2023

You have been identified as a current or former non-exempt employee of Gino/Giuseppe, Inc. dba G&G Construction Co.; Arias/Graziano Enterprises dba Quadrant Concrete, Inc.; G&G Construction Management, LP; Joseph B. Graziano; Gino B. Graziano; Gino and Leonarda Graziano Family Trust; Giuseppe and Liboria Castiglione Family Trust; Alfredo Castiglione, David Torres; Sandra Olivarez, Randy Geiss, Raul Perez, Jr. and Noe E. Arias ("Employers") employed at any time between August 25, 2022 and January 10, 2025 ("Aggrieved Employee").

On September 25, 2023, Plaintiff Eduardo Jimenez ("Plaintiff") filed a lawsuit against Defendants Gino/Giuseppe, Inc. dba G&G Construction Co.; Arias/Graziano Enterprises dba Quadrant Concrete, Inc.; G&G Construction Management, LP. As amended, Plaintiff's lawsuit seeks to recover civil penalties for Defendants' alleged failure to pay all wages during employment and upon separation of employment, failure to maintain accurate records, failure to provide proper meal and rest periods, failure to timely pay all wages, failure to reimburse necessary business expenses, and failure to issue accurate and complete wage statements to Aggrieved Employees (the "Action").

Employers deny Plaintiff's allegations in the Action and disputes all of Plaintiff's claims.

Plaintiff and Employers reached a settlement of the claims for PAGA civil penalties alleged in the Action. The Court approved the settlement on <<<<<<DATE OF PAGA APPROVAL>>>>>. The payment which accompanies this notice is made to you pursuant to the terms of the Settlement.

The Court-approved settlement contains the following release of claims, to which you are bound:

Upon entry of an Order approving the Settlement, Employee and the Aggrieved Employees will release any and all PAGA Released Claims against Employers, their past or present officers, directors, and shareholders (collectively, the "Released Parties") based on the facts pled in the operative complaint and LWDA Notices that arose during the PAGA Period ("PAGA Released Claims"). Upon entry of the Order approving the settlement and judgment entered thereon and conditioned on full payment of the Gross Settlement Amount, Employee and the Aggrieved Employees will be forever barred from pursuing any and all of the PAGA Released Claims that arose during the PAGA Period against the Released Parties.

If you have any questions, you may contact either Plaintiff's Counsel or Defendants' Counsel.

Plaintiff's Counsel's contact information: Daniel J. Brown, Esq. of Stansbury Brown Law, PC, 2610 ½ Abbot Kinney Blvd., Venice, CA 90291, (323) 204-3124

Defendants' Counsel's contact information: Jared Hague, Esq. of Sutton Hague Law Corporation, 5200 N. Palm Ave., Suite 203, Fresno, CA 93704, (559) 325-0500.

EXHIBIT B

1 **STANSBURY BROWN LAW, PC**
2 DANIEL J. BROWN (SBN 307604)
3 dbrown@stansburybrownlaw.com
4 2610 ½ Abbot Kinney Blvd.
5 Venice, California 90291
6 Tel: (323) 204-3124

7 Attorneys for Plaintiff

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF MERCED**

10 EDUARDO JIMENEZ, as an individual, and
11 on behalf of all others similarly situated,

12 Plaintiff,

13 v.

14 GINO/GIUSEPPE, INC. dba G&G
15 CONSTRUCTION CO., a California
16 corporation; ARIAS/GRAZIANO
17 ENTERPRISES dba QUADRANT
18 CONCRETE, INC., a California corporation;
19 G&G CONSTRUCTION MANAGEMENT,
20 LP; a California limited partnership; JOSEPH
21 B. GRAZIANO, an individual; GINO B.
22 GRAZIANO, and individual; GINO AND
23 LEONARDA GRAZIANO FAMILY TRUST;
24 GIUSEPPE AND LIBORIA CASTIGLIONE
25 FAMILY TRUST; ALFREDO
26 CASTIGLIONE, an individual; DAVID
27 TORRES, and individual; SANDRA
28 OLIVAREZ, and individual; RANDY GEISS,
an individual; RAUL PEREZ, JR., an
individual; NOE E. ARIAS, an individual; and
DOES 1 through 100, inclusive,

Defendants.

Case No. 23CV-03489

**THIRD AMENDED
REPRESENTATIVE ACTION
COMPLAINT:**

- (1) **MINIMUM WAGE VIOLATIONS**
(LABOR CODE §§ 1182.12, 1194,
1194.2, 1197);
- (2) **FAILURE TO PAY ALL
OVERTIME WAGES (LABOR
CODE §§ 204, 510, 558, 1194, AND
1198);**
- (3) **REST PERIOD VIOLATIONS**
(LABOR CODE §§ 226.7, 516);
- (4) **WAITING TIME PENALTIES**
(LABOR CODE §§ 201-203);
- (5) **WAGE STATEMENT VIOLATIONS**
(LABOR CODE § 226, *et seq.*);
- (6) **UNFAIR COMPETITION (BUS &
PROF CODE § 17200, *et seq.*);**
- (7) **FAILURE TO REIMBURSE FOR
NECESSARY BUSINESS
EXPENSES (LABOR CODE § 2802);
AND**
- (8) **CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698 *et seq.*);
AND**
- (9) **MEAL PERIOD VIOLATIONS**
(LABOR CODE §§ 226.7 & 512)

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

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1 Plaintiff Eduardo Jimenez (hereinafter "Plaintiff"), as an individual, and on behalf of all
2 others similarly situated, hereby brings this Third Amended Representative Action Complaint
3 against Gino/Giuseppe, Inc. dba G&G Construction Co. ("G&G Co."), a California corporation;
4 G&G Construction Management, LP ("G&G LP"), a California limited partnership (collectively
5 G&G"); Arias/Graziano Enterprises dba Quadrant Concrete Inc. ("Quadrant"), a California
6 corporation; Joseph B. Graziano, an individual; Gino B. Graziano, an individual; Gino and
7 Leonarda Graziano Family Trust; Giuseppe and Liboria Castiglione Family Trust; Alfredo
8 Castiglione, an individual; David Torres, an individual; Sandra Olivarez, an individual; Randy
9 Geiss, an individual; Raul Perez, Jr, an individual; Noe E. Arias, an individual; and DOES 1 to
10 100, inclusive (collectively "Defendants"), and on information and belief alleges as follows:

11 **JURISDICTION**

12 1. Plaintiff hereby brings this Third Amended Representative Action Complaint for
13 recovery of unpaid wages and penalties under California Business and Professions Code § 17200
14 *et seq.*, Labor Code §§ 201-204, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2,
15 1197, 1198, 2802, 2698 *et seq.*, and Industrial Welfare Commission Wage Order 16 ("Wage Order
16 16"), in addition to seeking declaratory relief and restitution. This Complaint is brought pursuant
17 to California Code of Civil Procedure § 382. This Court has jurisdiction over Defendants'
18 violations of the California Labor Code because the amount in controversy exceeds this Court's
19 jurisdictional minimum.

20 **VENUE**

21 2. Venue is proper in this judicial district pursuant to California Code of Civil
22 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein
23 occurred in the County of Merced. Defendants own, maintain offices, transact business, have an
24 agent or agents within the County of Merced, and/or otherwise are found within the County of
25 Merced, and Defendants are within the jurisdiction of this Court for purposes of service of
26 process.

27 **PARTIES**

28 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,

1 Plaintiff was and currently is a California resident. During the four years immediately preceding
2 the filing of the Complaint in this action and within the statute of limitations periods applicable
3 to each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt
4 employee. Plaintiff was and is a victim of Defendants' policies and/or practices complained of
5 herein, lost money and/or property, and has been deprived of the rights guaranteed by Labor Code
6 201-204, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2698
7 *et seq.*, California Business and Professions Code § 17200 *et seq.* ("Unfair Competition Law"),
8 and Wage Order 16, which sets employment standards for occupations in construction.

9 4. Plaintiff is informed and believes, and based thereon alleges, that during the four
10 years preceding the filing of the Complaint and continuing to the present, Defendants did (and
11 continue to do) business by providing construction services in California and the United States,
12 employed Plaintiff within Merced County and the state of California and, therefore, were (and
13 are) doing business in Merced County and the State of California.

14 5. Plaintiff does not know the true names or capacities, whether individual, partner,
15 or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said
16 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
17 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed,
18 and believes, and based thereon alleges, that each of said fictitious defendants, whether individual,
19 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,
20 and proximately caused Plaintiff and other aggrieved employees to be subjected to the unlawful
21 employment practices, wrongs, injuries and damages complained of herein.

22 6. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
23 herein, Defendants were and are the employers of Plaintiff and other aggrieved employees.

24 7. At all times herein mentioned, each of said Defendants participated in the doing
25 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
26 Defendants, and each of them, were the agents, servants, and employees of each and every one of
27 the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned
28 were acting within the course and scope of said agency and employment. Defendants, and each

1 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or
2 omissions complained of herein.

3 8. At all times mentioned herein, Defendants, and each of them, were members of
4 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
5 and scope of, and in pursuance of said joint venture, partnership, and common enterprise. Further,
6 Plaintiff alleges that all Defendants were joint employers for all purposes towards Plaintiff and
7 other aggrieved employees. Defendants are jointly and severally liable for the violations alleged
8 herein pursuant to, among other theories of liability, Labor Code §200.3, which holds “a successor
9 to any judgment debtor shall be liable for any wages, damages, and penalties owed to any of the
10 judgment debtor’s former workforce pursuant to a final judgment.” During Plaintiff’s
11 employment with Defendants, he performed work for other presently unknown entities. As such,
12 Defendants are jointly liable with the other unknown entities for all civil legal responsibility and
13 civil liability for the payment of wages, including sums payable to an employee or the state of
14 California based upon any failure to pay wages, pursuant to Labor Code § 2810.3.

15 **GENERAL FACTUAL ALLEGATIONS**

16 9. Plaintiff worked for Defendants as a general laborer between approximately
17 August 2021 and approximately November 30, 2022 when he was informed that Defendant G&G
18 Co. closed its doors and was rebranding itself as Quadrant. Defendants are in the business of
19 construction. Upon information and belief, Quadrant works out of the same building as G&G and
20 continues to perform work in the same locations as G&G. Upon further information and belief,
21 Quadrant employs several of the same supervisors, managers and employees previously
22 employed by G&G and also uses the same machinery used by G&G to perform work. Also, upon
23 information and belief, Felipe Gonzalez, the foreman who Plaintiff reported to during his
24 employment, remained employed by Quadrant and instructed employees not to talk to attorneys
25 after Plaintiff initiated this lawsuit. Plaintiff’s job responsibilities included grading soil,
26 positioning rebars, and prepping areas to lay cement. Plaintiff generally worked Monday through
27 Friday from around 7:00 a.m. until around 3:30 p.m. or from approximately 6:00 a.m. to
28 approximately 2:30 p.m. during daylight savings time and also worked some Saturdays from 6:00

1 a.m. to 2:30 p.m. Plaintiff averaged approximately 8 to 9.5 hours per workday, but sometimes
2 worked over 10.0 hours in a workday.

3 10. Throughout the duration of Plaintiff's employment with Defendants, Plaintiff and
4 other non-exempt employees were not paid for all hours worked, including overtime hours
5 worked. Plaintiff clocked in and out through his phone.

6 11. Approximately two to three times per month, Plaintiff had to drive to different
7 work locations during the workday for an average time of approximately twenty-five minutes.
8 While Defendants kept Plaintiff on the clock during his commute, Defendants required Plaintiff
9 to work beyond eight hours in one day to make up for the time it took him to travel from one work
10 location to another and did not compensate him for all of his overtime worked. On average,
11 Defendants required Plaintiff to work beyond eight hours approximately two to three times per
12 week. Further, Plaintiff and other non-exempt employees worked at least eight (8) hours per day.
13 However, Plaintiff's paystubs show that sometimes Plaintiff was not paid a full forty (40) hours
14 in one workweek. Plaintiff did not receive overtime compensation for all of his overtime worked.
15

16 12. Defendants also required Plaintiff to carry his work-issued phone with him outside
17 of work hours for the purposes of clocking in and regularly checking his schedule to see if he
18 needed to report to work and to which location. Plaintiff also had to regularly call Defendants to
19 see if he needed to report to work. Defendants were not only aware of, but actively encouraged
20 this practice. He was never compensated for this time spent on call despite Plaintiff and other
21 aggrieved employees being restricted in their activities and locations while on call.

22 13. Defendants required Plaintiff and other non-exempt employees to clock out for
23 both of their 15-minute rest periods on each workday and they were not compensated for this
24 time. Defendants never provided Plaintiff and other non-exempt employees with an hour of pay
25 at their regular rate for each rest period violation as required by Labor Code § 226.7. Upon
26 information and belief, during at least a portion of the PAGA period, Defendants maintained no
27 payroll code or another mechanism for the payment of rest period premiums in the event Plaintiff
28 and other non-exempt employees were not authorized to take lawful rest periods.

1 14. Defendants did not provide Plaintiff and other non-exempt employees with legally
2 compliant first meal periods when they worked shifts in excess of 5.0 hours or second meal
3 periods when they worked shifts over 10.0 hours. Despite Defendants' failure to provide Plaintiff
4 and other non-exempt employees with all lawful meal periods due to their uniform and unlawful
5 practices, Defendants did not provide Plaintiff and other non-exempt employees with an hour of
6 pay at their regular rate for each meal period violation as required by Labor Code § 226.7.

7 15. Furthermore, Plaintiff and other non-exempt employees worked overtime hours,
8 but did not receive overtime compensation equal to one and one-half times their regular rates of
9 pay for all overtime hours worked.

10 16. Furthermore, Defendants failed to adequately reimburse Plaintiff and other non-
11 exempt employees for all reasonable and necessary work expenditures, including but not limited
12 to, requiring Plaintiff to purchase work shoes, pants, shirts of a specific color such as yellow or
13 orange for his work uniform and his own tools such as hammers, measuring tape and pliers.
14 Plaintiff was not ever provided any reimbursement for these necessary uses. Nor was Plaintiff
15 ever reimbursed for mileage expenses on the days that he had to drive to different work locations
16 during the workday.

17 17. Defendants failed to issue to Plaintiff and other non-exempt employees accurate
18 itemized statements in writing showing (1) gross wages earned, (2) total hours worked by the
19 employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee
20 is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written
21 orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the
22 inclusive dates of the period for which the employee is paid, (7) the name of the employee and
23 only the last four digits of his or her social security number or an employee identification number
24 other than a social security number, (8) the name and address of the legal entity that is the
25 employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding
26 number of hours worked at each hourly rate by the employee.

27 Defendants have maintained inaccurate payroll records, failed to timely pay all wages owed to
28

1 employees, and failed to timely pay separating employees at the time of their separation, and
2 issued inaccurate wage statements. This is in part a result of Defendant's failure to accurately
3 compensate Plaintiff and other non-exempt employees for all minimum and overtime wages, and
4 failure to pay premium pay for failing to authorize all required rest periods on the clock. Finally,
5 Defendants failed to conform to the requirements of Labor Code § 2810.5 by failing to provide
6 Plaintiff and other aggrieved employees written notices, in the language normally used to
7 communicate employment related information to the employees, containing information
8 regarding their: i) rate(s) of pay and the basis thereof; ii) allowances claimed as part of the
9 minimum wage; iii) regular payday designated by the employer; iv) the legal name of the
10 employer; v) the address of the legal entity that is the employer; vi) the telephone number of the
11 employer; vii) identifying information for the employer's workers' compensation insurance
12 carrier; and viii) information informing the employee of their right to accrue and use paid sick
13 leave. Despite maintaining an obligation to provide these disclosures to Plaintiff and other
14 aggrieved employees, Defendants failed to do so, in violation of Labor Code § 2810.5.

15
16 **FIRST CAUSE OF ACTION**

17 **MINIMUM WAGE VIOLATIONS**

18 **(AGAINST ALL DEFENDANTS)**

19 18. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

20 19. Wage Order 16, § 4 and California Labor Code §§ 1197 and 1182.12 establish the
21 right of employees to be paid minimum wages for all hours worked in amounts set by state law.
22 Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal
23 minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with
24 attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid
25 wages and interest accrued thereon. At all relevant times herein, Defendants failed to conform
26 their pay practices to the requirements of the law by failing to pay Plaintiff and other aggrieved
27 employees for all hours actually worked including, but not limited to, all hours he was subject to
28 the control of Defendants and/or suffered or permitted to work under the California Labor Code

1 and Wage Order 16.

2 20. California Labor Code § 1198 makes unlawful the employment of an employee
3 under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide
4 that an employer who has failed to pay its employees the legal minimum wage is liable to pay
5 those employees the balance of the unpaid wages as well as liquidated damages in an amount
6 equal to the wages due and interest thereon.

7 21. As a direct and proximate result of Defendants' unlawful conduct as alleged
8 herein, Plaintiff and other aggrieved employees have sustained economic damages, including but
9 not limited to, unpaid wages and lost interest in an amount to be established at trial, and are
10 entitled to recover economic and statutory damages and penalties and other appropriate relief as
11 a result of Defendants' violations of the California Labor Code and Wage Order 16.

12 22. Defendants' practice and uniform administration of corporate policy regarding
13 illegal employee compensation is unlawful and creates an entitlement to recovery by Plaintiff and
14 other aggrieved employees in a civil action for the unpaid amount of minimum wages, liquidated
15 damages, including interest thereon, statutory penalties, and attorneys' fees and costs of suit
16 according to California Labor Code §§ 204, 558, 1194, *et seq.*, 1197, 1198 and Code of Civil
17 Procedure § 1021.5.

18 **SECOND CAUSE OF ACTION**

19 **FAILURE TO PAY ALL OVERTIME WAGES**

20 **(AGAINST ALL DEFENDANTS)**

21 23. Plaintiff re-allege and incorporates by reference all previous paragraphs.

22 24. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194,
23 and 1198, which provide that non-exempt employees are entitled to overtime wages for all
24 overtime hours worked, and provide a private right of action for the failure to pay all overtime
25 compensation for overtime work performed.

26 25. At all times relevant herein, Defendants were required to properly compensate
27 Plaintiff and other aggrieved employees for all overtime hours worked pursuant to California
28 Labor Code § 1194 and Wage Order 16. Wage Order 16, § 3 requires an employer to pay overtime

1 wages when an employee's hours worked cross certain thresholds or meet certain criteria set forth
2 in the Wage Order.

3 26. The foregoing policies and practices are unlawful and create entitlement to
4 recovery by Plaintiff and other aggrieved employees in a civil action for the unpaid amount of
5 overtime premiums owing, including interest thereon, statutory penalties, and attorneys' fees and
6 costs of suit according to California Labor Code §§ 204, 510, 558, 1194, and 1198, Wage Order
7 16, and Code of Civil Procedure § 1021.5.

8 **THIRD CAUSE OF ACTION**

9 **REST PERIOD VIOLATIONS**

10 **(AGAINST ALL DEFENDANTS)**

11 27. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

12 28. Wage Order 16, § 11 and California Labor Code §§ 226.2, 226.7 and 516 establish
13 the right of employees to be authorized and permitted to take a paid rest period of at least ten (10)
14 minutes net rest time for each four (4) hour period worked, or major fraction thereof.

15 29. As alleged herein, Defendants failed to authorize and permit Plaintiff and other
16 aggrieved employees to take all legally compliant rest periods.

17 30. The foregoing violations create an entitlement to recovery by Plaintiff and other
18 aggrieved employees in a civil action for the unpaid rest period wages and the amount of rest
19 period premiums owing, including interest thereon, as well as statutory penalties, civil penalties,
20 and costs of suit according to California Labor Code §§ 226.7, 516, and Civil Code §§ 3287(b)
21 and 3289.

22 **FOURTH CAUSE OF ACTION**

23 **WAITING TIME PENALTIES**

24 **(AGAINST ALL DEFENDANTS)**

25 31. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

26 32. This cause of action is brought pursuant to Labor Code §§ 201-203, which require
27 an employer to pay all wages immediately at the time of termination of employment in the event
28

1 the employer discharges the employee or the employee provides at least 72 hours of notice of
2 his/her intent to quit. In the event the employee provides less than 72 hours of notice of his/her
3 intent to quit, said employee's wages become due and payable not later than 72 hours upon said
4 employee's last date of employment.

5 33. Defendants failed to timely pay Plaintiff and other aggrieved employees all final
6 wages due to them at the time of their separation including, among other things, unpaid and/or
7 underpaid overtime and minimum wages owed, and rest period premium wages. Further, Plaintiff
8 is informed and believes, and based thereon alleges, that as a matter of uniform policy and
9 practice, Defendants continue to fail to pay aggrieved employees all earned wages at the end of
10 employment in a timely manner pursuant to the requirements of Labor Code §§ 201-203.
11 Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203.

12 34. Defendants' willful failure to timely pay Plaintiff and other aggrieved employees
13 their earned wages upon separation from employment results in a continued payment of wages
14 up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and other aggrieved
15 employees are entitled to compensation pursuant to Labor Code § 203, plus reasonable attorneys'
16 fees and costs of suit.

18 **FIFTH CAUSE OF ACTION**

19 **WAGE STATEMENT VIOLATIONS**

20 **(AGAINST ALL DEFENDANTS)**

21 35. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

22 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants
23 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
24 and other aggrieved employees with complete and accurate wage statements reflecting the rest
25 period premiums in violation of Labor Code § 226 et seq.

26 37. Defendants' failures in furnishing Plaintiff and other aggrieved employees with
27 complete and accurate itemized wage statements resulted in actual injury, as said failures led to,
28 among other things, the non-payment of all minimum and overtime wages, rest period premium

1 wages, and deprived them of the information necessary to identify the discrepancies in
2 Defendants' reported data.

3 38. Defendants' failures create an entitlement to recovery by Plaintiff and other
4 aggrieved employees in a civil action for all damages and/or penalties pursuant to Labor Code §
5 226 et seq., including statutory penalties, civil penalties, reasonable attorneys' fees, and costs of
6 suit according to California Labor Code § 226 et seq.

7 **SIXTH CAUSE OF ACTION**

8 **UNFAIR COMPETITION**

9 **(AGAINST ALL DEFENDANTS)**

10 39. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

11 40. Defendants have engaged and continue to engage in unfair and/or unlawful
12 business practices in California in violation of California Business and Professions Code § 17200
13 et seq., by failing to pay Plaintiff and other aggrieved employees all minimum and overtime
14 wages, failing to provide all required rest periods, or pay premium payments in lieu thereof,
15 failing to furnish accurate, itemized wage statements, and willfully failing to timely pay Plaintiff
16 and other aggrieved employees class all final wages due upon separation of employment.

17 41. Defendants' utilization of these unfair and/or unlawful business practices deprived
18 Plaintiff and continues to deprive other aggrieved employees of compensation to which they are
19 legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage
20 over Defendants' competitors who have been and/or are currently employing workers and
21 attempting to do so in honest compliance with applicable wage and hour laws.

22 42. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
23 herein, Plaintiff for himself and on behalf of other aggrieved employees, seek full restitution of
24 monies, as necessary and according to proof, to restore any and all monies withheld, acquired
25 and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

26 43. The acts complained of herein occurred within the last four years immediately
27 preceding the filing of the Complaint in this action.
28

1 44. Plaintiff is compelled to retain the services of counsel to file this court action to
2 protect his interests and other aggrieved employees, to obtain restitution and injunctive relief on
3 behalf of Defendants' current non-exempt employees, and to enforce important rights affecting
4 the public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs,
5 which he is entitled to recover under Code of Civil Procedure § 1021.5.

6 **SEVENTH CAUSE OF ACTION**

7 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

8 **(AGAINST ALL DEFENDANTS)**

9 45. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

10 46. At all relevant times herein, Defendants were subject to Labor Code § 2802, which
11 states that "an employer shall indemnify his or her employees for all necessary expenditures or
12 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of
13 his or her obedience to the directions of the employer..."

14 47. Due to Defendants' unlawful policy and practice of requiring employees to
15 purchase work shoes, pants, shirts of a specific color such as yellow or orange for their work
16 uniform and their own tools such as hammers, measuring tape and pliers in the performance of
17 their job duties, Defendants have violated Labor Code § 2802. Employees were also not
18 reimbursed for mileage expenses in the performance of their job duties in violation of Labor Code
19 § 2802.

20 48. Plaintiff is entitled to attorneys' fees and costs of suit pursuant to Labor Code §
21 2802(c) for bringing this action.

22 49. Pursuant to Labor Code §2802(b), any action brought for the reimbursement of
23 necessary expenditures carries interest at the same rate as judgments in civil actions. Thus,
24 Plaintiff is entitled to interest, which shall accrue from the date on which he incurred the initial
25 necessary expenditure.

26 **EIGHTH CAUSE OF ACTION**

27 **PRIVATE ATTORNEYS GENERAL ACT**

(AGAINST ALL DEFENDANTS)

50. Plaintiff re-alleges and incorporates by reference all prior paragraphs as though fully set forth herein.

51. Defendants have committed several Labor Code violations against Plaintiff, members of the Classes, and other aggrieved employees. Plaintiff, an “aggrieved employee” within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of himself and other aggrieved employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, the members of the Classes, other aggrieved employees, and the State of California according to proof pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

- a. Failing to pay minimum wages for all hours worked to Plaintiff, and other aggrieved employees in violation of Labor Code §§ 551-552, 558, 1182.12, 1194, 1194.2, 1197, and 1198;
- b. Failing to pay Plaintiff, the Overtime Class, and other aggrieved employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- c. Failing to authorize and permit all legally required rest periods, and failure to pay rest period premium wages, to Plaintiff, and other aggrieved employees at

1 the regular rate of compensation in violation of Labor Code §§ 226.7, 516, 558,
2 and 1198;

3 d. Failing to provide all legally required meal periods, and failure to pay meal
4 period premium wages, to Plaintiff and other aggrieved employees at the
5 regular rate of compensation in violation of Labor Code §§ 226.7, 512, and
6 1198;

7 e. Failing to reimburse Plaintiff and other aggrieved employees for necessary
8 business expenditures incurred by Plaintiff and other aggrieved employees in
9 violation of Labor Code §§ 2800, 2802 and 2804;

10 f. Failing to furnish Plaintiff and other aggrieved employees with complete,
11 accurate, itemized wage statements in violation of Labor Code § 226;

12 g. Failing to timely pay all final wages and compensation earned by Plaintiff and
13 other aggrieved employees at the time of separation in violation of Labor Code
14 §§ 201, 202, and 203;

15 h. Failing to pay Plaintiff and other aggrieved employees all earned wages at least
16 twice during each calendar month in violation of Labor Code § 204;

17 i. Failing to pay Plaintiff and other aggrieved employees all wages earned up to
18 and including the fourth day before the scheduled payday in violation of Labor
19 Code § 205;

20 j. Failing to permit and authorize Plaintiff and other non-exempt to exercise the
21 use of their accrued paid sick leave days in violation of Labor Code § 245.5;

22 k. Failing to provide legally mandated disclosures and/or written notices
23 regarding the terms of employment of Plaintiff and other aggrieved employees
24 in violation of Labor Code § 2810.5; and

25 l. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved
26 employees in violation of Labor Code §§ 1174 and 1198.

27 52. On August 25, 2023, Plaintiff notified Defendants via certified mail, and notified
28 the California Labor and Workforce Development Agency ("LWDA") via its website, of

1 Defendants' violations of the California Labor Code and Plaintiff's intent to bring a claim for
2 civil penalties under California Labor Code § 2698 et seq. with respect to violations of the
3 California Labor Code identified in Paragraph 53 (a)-(l). Now that sixty-five days have passed
4 from Plaintiff's notifying Defendants and the LWDA of these violations, and the LWDA has not
5 provided notice that it intends to investigate the violations, Plaintiff has exhausted his
6 administrative requirements for bringing a claim under the Private Attorneys General Act with
7 respect to these violations.

8 53. Plaintiff was compelled to retain the services of counsel to file this court action to
9 protect his interests and the interests of other similarly aggrieved employees, and to assess and
10 collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and
11 costs, which she is entitled to receive under California Labor Code § 2699(g).

12 **NINTH CAUSE OF ACTION**

13 **MEAL PERIOD VIOLATIONS**

14 54. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

15 55. Plaintiff is informed and believe, and based thereon allege, that Defendants failed
16 in their affirmative obligation to provide all of their non-exempt employees in California,
17 including Plaintiff with all legally compliant meal periods in accordance with the mandates of the
18 California Labor Code and Wage Order 14, § 11. Despite Defendants' violations, Defendants did
19 not pay an additional hour of pay to Plaintiff at his regular rate of pay, in accordance with
20 California Labor Code §§ 204, 210, 226.7, and 512.

21 56. As a result, Defendants are responsible for paying premium compensation for meal
22 period violations including interest thereon, as well as statutory penalties, civil penalties, and
23 costs of suit, pursuant to Labor Code §§ 226.7, 512, and 558, Wage Order 14, and Civil Code §§
24 3287(b) and 3289.

25 **PRAYER**

26 WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf
27 this suit brought against Defendants, as follows:

28 1. Upon the First Cause of Action, for payment of minimum wages, liquidated

1 damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2,
2 1198 and Wage Order 16 § 4(A);

3 2. Upon the Second Cause of Action, for compensatory, consequential, general, and
4 special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, 1198 and
5 Wage Order 16 § 3(A);

6 3. Upon the Third Cause of Action, for compensatory, consequential, general and
7 special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;

8 4. Upon the Fourth Cause of Action, for statutory waiting time penalties pursuant to
9 Labor Code §§ 201-203;

10 5. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code §
11 226;

12 6. Upon the Sixth Cause of Action, for restitution to Plaintiff of all money and/or
13 property unlawfully acquired by Defendants by means of any acts or practices declared by this
14 Court to be in violation of Business and Professions Code § 17200 *et seq.*;

15 7. Upon the Seventh Cause of Action, for compensatory, consequential, general, and
16 special damages according to proof pursuant to Labor Code § 2802;

17 8. Upon the Eighth Cause of Action, for (1) \$100.00 for each initial violation for each
18 failure to pay each employee and \$200 for each subsequent violation or willful or intentional
19 violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the
20 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
21 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial
22 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per
23 employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent
24 violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for
25 each initial violation and \$200 for each subsequent violation per employee per pay period for the
26 violations of the Labor Code Sections cited in Labor Code § 2699.5.

27 9. Prejudgment interest on all due and unpaid wages pursuant to California Labor
28 Code § 218.6 and Civil Code §§ 3287 and 3289;

1 10. On all causes of action, for attorneys' fees and costs as provided by Labor Code
2 §226, and Code of Civil Procedure § 1021.5; and

3 11. For such other and further relief the Court may deem just and proper.
4

5
6 Dated: January 29, 2025

Respectfully submitted,
STANSBURY BROWN LAW, PC

7
8 By: _____

Daniel J. Brown
Attorneys for Plaintiff

9
10
11 **DEMAND FOR JURY TRIAL**

12 Plaintiff hereby demands a jury trial with respect to all issues triable by jury.
13

14 Dated: January 29, 2025

Respectfully submitted,
STANSBURY BROWN LAW, PC

15
16
17 By: _____

Daniel J. Brown
Attorneys for Plaintiff

EXHIBIT C



STANSBURY BROWN

LAW

January 29, 2025

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Eduardo Jimenez v. Gino/Giuseppe, Inc., et al.*
LWDA Case No. LWDA-CM-977724-23

To Whom It May Concern:

This letter is to supplement the letter sent by my office on behalf of Eduardo Jimenez on August 25, 2023, (the "PAGA Letter") regarding the Labor Code violations committed by Gino/Giuseppe, Inc. dba G&G Construction Co.; Arias/Graziano Enterprises dba Quadrant Concrete Inc.; G&G Construction Management, LP; and DOES 1 through 100 against Eduardo Jimenez and other aggrieved employees.

By this letter, and upon further investigation, Mr. Jimenez supplements his August 25, 2023 PAGA letter to further allege that in addition to the violations as outlined in his initial PAGA letter, Mr. Jimenez and other aggrieved employees were not provided all required meal periods due to Defendant's meal period policies/practices which fail to provide uninterrupted, duty-free 30-minute meal periods prior to the sixth hour of work commencing. Defendants also failed to provide second meal periods when aggrieved employees worked shifts in excess of 10.0 hours. In addition, on those occasions when Mr. Jimenez and the other aggrieved employees were not provided with all legally compliant meal periods to which they were entitled, Defendants failed to compensate them with the required meal period premiums for each workday in which they experienced a meal period violation, as mandated by Labor Code § 226.7.

Furthermore, Mr. Jimenez supplements his August 25, 2024 PAGA letter to additionally add Joseph B. Graziano; Gino B. Graziano; Gino and Leonarda Graziano Family Trust; Giuseppe and Liboria Castiglione Family Trust; Alfredo Castiglione, David Torres; Sandra Olivarez, Randy Geiss, Raul Perez, Jr. and Noe E. Arias as named defendants and co-employers of Mr. Jimenez and other aggrieved employees.

Pursuant to Labor Code Section § 2699, please notify us and Caliber if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
STANSURY BROWN LAW

Daniel J. Brown