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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF ALAMEDA**

DANIEL CAMACHO, an individual, and in his
representative capacity on behalf of the State of
California, and other Aggrieved Employees,

Plaintiff,

vs.

STONE EMPIRE FABRICATION, a California
Limited Liability Company, and DOES 1-15

Defendants.

Case No. 24CV097237

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
PLAINTIFF'S REQUEST FOR
DISMISSAL OF ENTIRE ACTION**

*[Filed concurrently with Notice of Motion
and Motion Requesting Dismissal of Entire
Action; Declaration of Harris Emran, Esq. In
Support of Plaintiff's Request for Dismissal
of Entire Action; [Proposed] Order
Dismissing Entire Action]*

Hearing Date: September 10, 2025

Time: 3:00 p.m.

Dept: 20

Hon. Karin Schwartz

Hearing Reservation Number: 502026028855

Complaint Filed: October 24, 2024

Trial Date: April 24, 2026

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1 **I. INTRODUCTION**

2 On July 17, 2024, Plaintiff Daniel Camacho (“Plaintiff”), by and through his counsel,
3 provided the Labor Workforce and Development Agency (“LWDA”) written notice by online filing
4 and Defendants via certified mailing of specific provisions of Lab. Code §§ 2699 *et seq.* alleged to
5 be violated including the facts and theories to support the alleged violation (the “PAGA Notice”).
6 Emran Decl. ¶ 3; Ex. A to Emran Decl.

7 On October 24, 2024, after the LWDA declined to investigate Plaintiff’s alleged violations,
8 Plaintiff brought an individual wage and hour and representative PAGA claim against Defendants
9 STONE EMPIRE FABRICATION and DOES 1-15 (“Defendants”) alleging nine causes of action
10 (1) for failure to provide rest periods; (2) for failure to provide meal periods, (3) for failure to pay
11 minimum wages, (4) for failure to pay overtime compensation, (5) for failure to pay all wages, (6)
12 for failure to pay wages upon termination, (7) for failure to reimburse business expenses, (8) for
13 failure to provide accurate, itemized wage statements, and (9) for recovery of civil penalties under
14 the Labor Code Private Attorneys General Act (Cal. Lab. Code § 2698, *et. seq.*). Emran Decl. ¶ 4;
15 Ex. B to Emran Decl.

16 On May 12, Plaintiff submitted a copy of the proposed settlement for Plaintiff’s individual
17 claims to the LWDA. Ex. D to Emran Decl.; Emran Decl. ¶ 9. At the same time of this filing,
18 Plaintiff submitted this Request for Dismissal of Entire Action to the LWDA. Ex. D to Emran Decl.;
19 Emran Decl. ¶ 10.

20 Pursuant to Labor Code § 2699(s), Plaintiff seeks the Court’s approval of individual
21 settlement and dismissal of the PAGA claim as the Parties did not settle the representative claim.
22 Emran Decl. ¶ 2.

23 **II. FACTUAL BACKGROUND**

24 **A. PLAINTIFF’S CONTENTIONS**

25 Defendants own and operate a construction company and employed Plaintiff as laborer
26 between May 2022 and November 2023. Ex. B to Emran Decl. ¶ 9-10. Plaintiff contends Defendants
27 committed numerous wage and hour violations against Plaintiff and other Aggrieved Employees,
28 specifically (1) for failure to provide rest periods; (2) for failure to provide meal periods, (3) for

1 failure to pay minimum wages, (4) for failure to pay overtime compensation, (5) for failure to pay
2 all wages, (6) for failure to pay wages upon termination, (7) for failure to reimburse business
3 expenses, (8) for failure to provide accurate, itemized wage statements, and (9) for recovery of civil
4 penalties under the Labor Code Private Attorneys General Act (Cal. Lab. Code § 2698, et. seq.).
5 Emran Decl. ¶ 4; Ex. B to Emran Decl.

6 **B. PROCEDURAL HISTORY**

7 On July 17, 2024, Plaintiff provided the Labor Workforce and Development Agency
8 (“LWDA”) written notice by online filing and Defendants via certified mailing of specific
9 provisions of Lab. Code §§ 2699 *et seq.* alleged to be violated including the facts and theories to
10 support the alleged violation. Emran Decl. ¶ 3; Ex. A to Emran Decl. The LWDA did not provide
11 any notice of its intent to investigate the alleged violation within 65 calendar days of the postmark
12 date of the PAGA Notice. Emran Decl. ¶ 4.

13 On October 24, 2024, Plaintiff, by and through his counsel, filed a Complaint against
14 Defendants alleging nine causes of action (1) for failure to provide rest periods; (2) for failure to
15 provide meal periods, (3) for failure to pay minimum wages, (4) for failure to pay overtime
16 compensation, (5) for failure to pay all wages, (6) for failure to pay wages upon termination, (7) for
17 failure to reimburse business expenses, (8) for failure to provide accurate, itemized wage statements,
18 and (9) for recovery of civil penalties under the Labor Code Private Attorneys General Act (Cal.
19 Lab. Code § 2698, et. seq.)(the “Action”). Emran Decl. ¶ 4; Ex. B to Emran Decl.

20 In September 2024, the Parties explored settlement discussions that ultimately failed.
21 However, during this time the Parties discussed each Party’s position and exchanged evidence and
22 communications. Emran Decl. ¶ 5. In March 2024, after several sets of discovery, Plaintiff and
23 Defendants negotiated and entered into a settlement agreement to resolve Plaintiff’s individual
24 claims only and dismiss the Action. Ex. C to Emran Decl. Emran Decl. ¶ 5.

25 Plaintiff now seeks to dismiss the Action in its entirety, including the individual claim, *with*
26 *prejudice*, and the representative/non-individual PAGA claims, *without prejudice*.

27 On May 13, 2025, Plaintiff submitted provided the LWDA with a copy of the proposed
28 settlement for Plaintiff’s individual claims. Ex. D to Emran Decl. Emran Decl. ¶ 9. At the same of

1 this filing, Plaintiff provided the LWDA with notice of this Request for Dismissal hearing by
2 submitting a copy of this Motion and all corresponding documents to the LWDA website. Ex. D to
3 Emran Decl. Emran Decl. ¶ 10.

4 **III. SUMMARY OF SETTLEMENT AGREEMENT**

5 **A. SETTLEMENT TERMS**

6 The Parties have agreed upon entry of the Order dismissing Plaintiff's individual claims
7 *with prejudice* and representative PAGA Cause of Action *without prejudice*, Defendants shall pay
8 Plaintiff the total gross sum of Fifty Thousand Dollars and Zero Cents (\$20,000.00) (the
9 "Settlement Payment") in full compromise and settlement of all individual claims released herein
10 by Plaintiff. Ex. C to Emran Decl. ¶ 1. Defendant's will make these payments on a schedule that
11 provides for all payments within one hundred twenty (120) days of the Effective Date. Ex. C to
12 Emran Decl. ¶ 1.

13 **B. PLAINTIFF'S INDIVIDUAL GENERAL RELEASE OF CLAIMS**

14 The Parties have agreed, upon entry of the Order dismissing Plaintiff's individual wage and
15 hour claims *with prejudice*, which includes Camacho's individual claim under PAGA, in exchange
16 for the consideration set forth in the Settlement Agreement, Plaintiff, for himself and for his heirs,
17 executors, administrators, successors and assigns, hereby releases, acquits and forever discharges:

18 "Stone's Releasees from any and all claims, contentions, rights, debts, liabilities,
19 demands, accounts, obligations, duties, promises, costs, expenses (including, but
20 not limited to, attorneys' fees), liens, subrogation rights, indemnification rights,
21 damages, losses, actions, and causes of action, of any kind whatsoever
22 (hereinafter referred to as "Claims"), whether due or owing in the past, present or
23 future and whether based upon federal, state, or local contract law, tort law,
24 statute, or any other legal or equitable theory of recovery, and whether known or
25 unknown, suspected or unsuspected, fixed or contingent, matured or unmatured,
26 with respect to, pertaining to, or arising from any matters, acts, omissions, events,
27 conduct or occurrences at any time prior to the date of this Agreement including,
28 without limiting the generality of the foregoing provisions, any and all causes of
action, Claims, or remedies referred to or based upon the facts alleged in the
Complaint filed in the subject Action. Camacho also agrees to indemnify and hold
harmless Stone and Stone's Releasees from any action regarding the taxability of
any settlement funds paid as part of this Agreement."

Ex. C to Emran Decl. ¶ 4.

Plaintiff's Release includes

1 “all claims that can be lawfully released, including those claims involving:
2 wrongful or constructive termination; gender discrimination; failure to prevent
3 discrimination; failure to indemnify; failure to reimburse; failure to timely pay
4 wages; failure to pay wages upon termination; failure to provide itemized wage
5 statements; breach of contract; retaliation; assault; battery; infliction of emotional
6 distress; cash shortages; missed meal periods; missed rest breaks; or wage and
7 hour ordinances; failure to pay minimum wages; failure to pay overtime; all tort,
8 statutory, contract and constitutional claims of any nature; all claims under Cal.
9 Lab. Code §§ 2698, et seq.; all claims for pain and suffering; any claim under Title
10 VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act
11 (29 U.S.C. Section 621 et seq.), the Americans with Disabilities Act, the Employee
12 Retirement Income Security Act, the National Labor Relations Act, the Fair Labor
13 Standards Act (Cal. Labor Code Section 2698 et seq.), the Family and Medical
14 Leave Act, the California Fair Employment and Housing Act, the California
15 Constitution, the California Family Rights Act, the California Labor Code, the
16 California Government Code, the California Business & Professions Code, the
17 Older Worker's Benefit Act; any claims for job injuries; or any other federal, state,
18 or local statute or regulation; or any claim for severance pay, bonus, sick leave,
19 holiday pay, vacation pay, stock, stock options, phantom stock, life insurance,
20 health and medical insurance or any other fringe benefit; costs and attorneys' fees;
21 and any other claims, whether in law or equity, which Camacho asserts or could
22 assert, at common law or under statute, rule, regulation, or order of law, whether
23 federal, state, or local. This Release includes Camcho's ability to stand as a
24 representative for claims brought pursuant to the California Private Attorneys
25 General Act (Cal. Lab. Code §§ 2698 – 2699.8).”
26 Ex. C to Emran Decl. ¶ 4.

27 The Parties Settlement Agreement does not purport to release any PAGA claims on behalf of
28 the State of California, the LWDA, or any Aggrieved Employees. Ex. C to Emran Decl.

29 IV. LEGAL ANALYSIS

30 Under PAGA, an aggrieved employee may bring a civil action personally and on behalf of
31 other current or former employees to recover civil penalties for Labor Code violations. *Iskanian v.*
32 *CLS Transp. Los Angeles, LLC* (2014) 59 Cal.4th 348, 380. A judgment [or Court-approved
33 settlement] in a PAGA action binds all those, including nonparty aggrieved employees, who would
34 be bound by a judgment in an action brought by the government. *Id.* at 381.

35 Based on the California Supreme Court's holdings in *Arias v. Superior Court* (2009) 46
36 Cal.4th 969 and *Iskanian v. CLS Transportation Los Angeles, LLC* (2014) 59 Cal.4th 348, there is
37 no requirement under PAGA for Plaintiff to establish the requirements of class certification (i.e.,
38 numerosity, typicality, commonality, and adequacy) nor is there the usual two-step preliminary and

1 final approval process as found in class actions. Rather, a PAGA settlement merely requires a one-
2 step review and approval by the Court. *Id.*

3 Under Labor Code § 2699(s), the Parties must obtain approval of their PAGA settlement
4 from the Court. Pursuant to Labor Code Section 2699(e)(1), the Court has wide discretion regarding
5 the amount of the PAGA penalty (See also *Thurman v. Bayshore Transit Management* (2012) 203
6 Cal.App.4th 1112, 1136 [standard of review is abuse of discretion].) The primary objective of a
7 PAGA action “is to supplement enforcement actions by public agencies, which lack adequate
8 resources to bring all such actions themselves.” *Arias v. Superior Court* (2009) 46 Cal.4th 969, 980-
9 981, 986. “Restitution is not the primary object of a PAGA action, as it is in most class actions.”
10 *Franco v. Athens Disposal Co., Inc.* (2009) 171 Cal.App.4th 1277, 1300 (emphasis added). Rather,
11 a PAGA action is “fundamentally a law enforcement action designed to protect the public and
12 penalize the employer for past illegal conduct.” *Id.* Prior to the enactment of PAGA, the California
13 Legislature determined that it lacked adequate financing to enforce California labor laws and in
14 order “to achieve maximum compliance with state labor laws,” it declared that it was in the public
15 interest to allow employees, acting as private attorneys general, to recover civil penalties that
16 otherwise would have been assessed and collected by the LWDA. *Arias*, 46 Cal.4th at 980-981.

17 Labor Code § 2699(s) provides that the Superior Court shall review and approve any
18 settlement of any civil action filed pursuant to the PAGA. Although PAGA actions bear a superficial
19 resemblance to a type of class action, there are several factors distinguishing representative PAGA
20 actions and class actions. First a representative action under PAGA is fundamentally a law
21 enforcement action designed to protect the public and penalize the employer for past illegal conduct.
22 See *Franco v. Athens Disposal Co., Inc.*, (2009) 171 Cal. App. 4th 1277, 1300. The purpose is not
23 to collect damages on behalf of other employees or provide restitution to victims of Labor Code
24 violations. *Id.* (“Restitution is not the primary object of a PAGA action, as it is in most class
25 actions.”). Moreover, there is no requirement that the Court apply the same level of scrutiny in
26 approving a PAGA settlement as it does with class actions. Indeed, the California Supreme Court
27 has held that an employee who sues an employer under the PAGA need not satisfy class action
28 requirements. *Arias*, 46 Cal. 4th at 974. For example, “PAGA has no notice requirements for

1 unnamed aggrieved employees, nor may such employees opt out of a PAGA action.” *Baumann v.*
2 *Chase Inv. Servs. Corp.*, 747 F.3d 1117, 1122 (9th Cir. 2014).

3 **A. PLAINTIFF SUBMITTED A COPY OF SETTLEMENT TO THE LWDA**

4 On May 12, 2025, Plaintiff submitted provided the LWDA with a copy of the proposed
5 settlement for Plaintiff’s individual claims. Ex. D to Emran Decl. Emran Decl. ¶ 9. At the same of
6 this filing, Plaintiff additionally provided the LWDA with notice of this Request for Dismissal
7 hearing by submitting a copy of this Motion and all corresponding documents to the LWDA website.
8 Ex. D to Emran Decl. Emran Decl. ¶ 10.

9 **B. THE PARTIES DID NOT SETTLE THE REPRESENTATIVE PAGA CLAIM**

10 After meeting and conferring, Defendants have shown Plaintiff’s alleged complaints were
11 individualized and therefore not likely capable of satisfying a PAGA judgment. Emran Decl. ¶ 5.
12 Defendants provided evidence that they maintained compliant written policies related to Plaintiff’s
13 claims. Emran Decl. ¶ 5. Therefore, the Parties have agreed to a settlement of *only* Plaintiff’s
14 individual claims and include a release of Plaintiff’s ability to stand as a PAGA representative.
15 Emran Decl. ¶ 5.

16 Although Plaintiff will receive consideration in exchange for his dismissal, *with prejudice*,
17 of his individual wage and hour claims and individual PAGA claim, Plaintiff did not and will not
18 receive any consideration for the dismissal of the representative PAGA claim. Emran Decl. ¶ 6.

19 No notice to any allegedly aggrieved employees Plaintiff purports to represent has been
20 provided. Accordingly, the Court may dismiss the Action without notice to any purported aggrieved
21 employees if the Court finds that the dismissal will not prejudice them. Emran Decl. ¶ 7. Further,
22 no prejudice will result to any allegedly aggrieved employee or the State of California in the absence
23 of notice. Emran Decl. ¶ 8. No consideration, direct or indirect, is being given for the dismissal of
24 the representative claims, without prejudice. Emran Decl. ¶ 8.

25 **C. PLAINTIFF’S INDIVIDUAL SETTLEMENT IS FAIR, ADEQUATE, AND REASONABLE**

26 After meeting and conferring, the Parties negotiated and entered into a settlement agreement
27 to resolve Plaintiff’s individual claims only and dismiss the Action. Therefore, the Parties have
28 agreed to a settlement of only Plaintiff’s individual claims and include a release of Plaintiff’s ability

1 to stand as a PAGA representative. Ex C to Emran Decl. Emran Decl. ¶ 5.

2 Plaintiff's individual Settlement Payment is fair and reasonable considering the probability
3 of recovery in this matter and merits of Plaintiff's individual claims only. Here, both Parties' counsel
4 have extensive experience in employment and wage and hour litigation and conducted an extensive
5 investigation of the factual allegations involved in this case. Emran Decl. ¶ 11. Each side has
6 apprised the other, informally of their respective factual contentions, legal theories and defenses,
7 resulting in extensive arms-length negotiations taking place among the Parties. Emran Decl. ¶ 11.

8 **V. CONCLUSION**

9 Based on the foregoing, the Parties respectfully request the Court grant this Motion and
10 enter an order dismissing: 1) Plaintiff's representative PAGA Claim *without prejudice*; 2)
11 Plaintiff's individual PAGA Claim *with prejudice*; and 3) Plaintiff's individual wage and hour
12 claims *with prejudice*.

13
14 DATED: May 13, 2025

EMRAN LAW FIRM

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16 By: Harris Emran
17 Harris Emran
18 Attorney for PLAINTIFF and OTHER
19 AGGRIEVED EMPLOYEES
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