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DANIEL CAMACHO

**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

**DECLARATION OF HARRIS EMRAN,
ESQ. IN SUPPORT OF PLAINTIFF'S
REQUEST FOR DISMISSAL OF
ENTIRE ACTION**

*[Filed concurrently with Notice of Motion
And Motion Requesting Dismissal Of Entire
Action; Memorandum Of Points And
Authorities In Support Of Plaintiff's Request
For Dismissal Of Entire Action; and
[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

I, Harris Emran, Esq., declare as follows:

1. I am over eighteen years of age and if called as a witness, I could and would competently testify to the following facts from my own personal knowledge. I am an attorney-at-law and the owner of Emran Law Firm (hereinafter "Counsel"). I am counsel of record for Plaintiff Daniel Camacho in this matter.

2. Plaintiff, by and through his counsel of record respectfully request that this Court dismiss 1) Plaintiffs’ representative PAGA claim, ***without prejudice***, 2) Plaintiffs’ individual PAGA claim, ***with prejudice***, and 3) Plaintiffs’ individual wage and hour claims ***with prejudice***.

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

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

5. In September 2024, the Parties explored settlement discussions that ultimately failed. However, during this time the Parties discussed each Party’s position and exchanged evidence and communications. In March 2024, after several sets of discovery, Plaintiff and Defendants negotiated and entered into a settlement agreement to resolve Plaintiff’s individual claims only and dismiss the Action. After meeting and conferring, Defendants have shown Plaintiff’s work was individualized and therefore not likely of satisfying a PAGA judgment and provided evidence that they maintained compliant written policies related to Plaintiff’s claims. Therefore, the Parties have agreed to a settlement of ***only*** Plaintiff’s individual claims and include a release of Plaintiff’s ability to stand as a PAGA representative. The settlement does not purport to release any PAGA claims, and nothing was paid for the dismissal of the PAGA claim. The parties have agreed that the dismissal of the PAGA cause of action is without prejudice to the rights of any allegedly aggrieved employees. A

1 copy of the Confidential Settlement Agreement and General Release of All Claims, releasing
2 Plaintiff's individual claims only, is attached hereto as Exhibit C for the Court's review and
3 approval.

4 6. Although Plaintiff will receive consideration in exchange for his dismissal, *with*
5 prejudice, of his individual wage and hour claims and individual PAGA claim, Plaintiff did not and
6 will not receive consideration for the dismissal of the representative PAGA claim.

7 7. No notice to any allegedly aggrieved employees Plaintiff purports to represent has
8 been provided. Accordingly, the Court may dismiss the Action without notice to any purported
9 aggrieved employees if the Court finds that the dismissal will not prejudice them.

10 8. No prejudice will result to any allegedly aggrieved employee or the State of
11 California in the absence of notice. No consideration, direct or indirect, is being given for the
12 dismissal of the representative claims, without prejudice.

13 9. On May 12, 2025, my office provided the LWDA with a copy of the proposed
14 settlement for Plaintiff's individual claims. A copy of the confirmation of Submission of Proposed
15 Settlement is attached hereto as Exhibit D.

16 10. At the same time of this filing, my office provided the LWDA with notice of this
17 Request for Dismissal hearing by submitting a copy of this motion and all corresponding documents
18 to the LWDA website. A copy of this submission is attached hereto as Exhibit D.

19 11. Plaintiff's individual Settlement Payment is fair and reasonable considering the
20 probability of recovery in this matter and merits of Plaintiff's individual claims. Both Parties'
21 counsel have extensive experience in employment and wage and hour litigation and conducted an
22 extensive investigation of the factual allegations involved in this case. Each side has apprised the
23 other, informally of their respective factual contentions, legal theories and defenses, resulting in
24 extensive arms-length negotiations taking place among the Parties.

25 I declare under the penalty of perjury under the laws of the State of California that the
26 foregoing is true and correct. Executed this 13 day of May 2025, at San Francisco, California.

27 By: Harris Emran
28 Harris Emran

EXHIBIT A



Emran Law Firm

415 Mission Street, 37th Floor
San Francisco, CA 94105

July 16, 2024

Via Online Filing to LWDA and Certified Mail to Defendants

Labor and Workforce Development Agency

Online Filing

**STONE EMPIRE FABRICATION, LLC
ATTN: MERYEM TEZDOGAN
117 SHANNON CIRCLE
ALAMEDA, CA 94502**

Sent via Certified Mail and Return Receipt

Re: Notice of Violations of California Labor Code Sections §§ 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 515, 558, 1174, 1174.5, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 2802, 3353, 2699 and Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant to California Labor Code Section 2699.5

To Whom It May Concern:

Our office represent Plaintiff Daniel Camacho (“Mr. Camacho” or “Plaintiff”) and other aggrieved employees in a proposed lawsuit against Stone Empire Fabrication, LLC and Does 1-25 (collectively “Defendants”). Defendants have employed Mr. Camacho in California since May 2022 to the present as a non-exempt employee paid an hourly rate and entitled to payment of all wages and the legally required meal and rest breaks and payment of minimum and overtime wages due for all time worked. Defendants, however, unlawfully failed to record and pay Plaintiff and other aggrieved employees for all time worked and all earned wages. Further, Defendants failed to reimburse employees for necessary business expenses timely pay Plaintiff and other aggrieved employees for earned wages.

As a consequence of the aforementioned violations, Plaintiff further contends that Defendants failed to provide accurate wage statements to them, and other aggrieved employees, in violation of California Labor Code section 226(a). Said conduct, in addition to the foregoing Labor Code §§ §§

-1-

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201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 515, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 3353, 2699 and violates the applicable Industrial Welfare Commission Wage Order(s) and is therefore actionable under California Labor Code section 2699.3.

Plaintiff seeks to represent a group of aggrieved employees defined as all non-exempt hourly employees, including those improperly classified as independent contractors, who are or previously were employed by DEFENDANTS in California during the relevant claim period.

A true and correct copy of the proposed Complaint by Plaintiff against Defendants, which (1) identifies the alleged violations, (2) details the facts and theories which support the alleged violations, (3) details the specific work performed by Plaintiff, (4) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (5) sets forth the illegal practices used by Defendants, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

To the extent that entities and/or individuals are named and charged with violations of the Labor Code—making them liable on an individual basis as permitted by numerous Labor Code Sections including, but not limited to 558, 558.1, and 1197.1—Plaintiff reserve any and all rights to add, substitute, or change the name of employer entities and/or individuals responsible for the violations at issue.

Any further amendments and changes to this notice shall relate back to the date of this notice. Consequently, Defendants are on notice that Plaintiff continues his investigation, with the full intent to amend and/or change this notice, to add any undiscovered violations of any of the provisions of the California Labor Code—to the extent that are applicable to this case—and to change and/or add the identities of any entities and/or individuals responsible for the violations contained herein. Plaintiff additionally reserves the right to name additional representatives throughout the State of California.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendants as authorized by California Labor Code section 2695, *et seq.* The lawsuit consists of other aggrieved employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all California aggrieved employees.

Your earliest response to this notice is appreciated. If you have any questions or concerns, please do not hesitate to contact me at the above number and address.



Very truly yours,

EMRAN LAW FIRM

Harris Emran

Harris Emran

Enclosure (1)



EXHIBIT B

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Kaitlin Martinez (SBN 348006)
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Attorneys for Plaintiff,
DANIEL CAMACHO

SUPERIOR COURT OF THE STATE OF CALIFORNIA
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**

COMPLAINT FOR DAMAGES

DEMAND FOR JURY TRIAL

PLAINTIFF DANIEL CAMACHO ("PLAINTIFF"), an individual, on behalf of himself and in a representative capacity on behalf of the State of California and other AGGRIEVED EMPLOYEES, defined below, against DEFENDANT STONE EMPIRE FABRICATION, LLC, a California limited liability company, and DOES 1-15 ("Defendant DOES") (collectively "DEFENDANTS"), alleges on information and belief, except for his own acts and knowledge which are based on personal knowledge, the following:

I. INTRODUCTION

1. PLAINTIFF brings this action individually and as a representative action on behalf of himself, the State of California and pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* ("PAGA") on behalf of other current and former

1 AGGRIEVED EMPLOYEES of DEFENDANTS for engaging in a pattern and practice of wage and
2 hour violations under the California Labor Code.

3 2. PLAINTIFF seeks recovery of all individual damages in addition to all civil penalties
4 permitted pursuant to California Labor Code § 2699, *et seq.*

5 3. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS
6 decreased their employment-related costs by systematically violating California wage and hour
7 laws, including, *inter alia*:

- 8 a. Misclassification as independent contractors;
- 9 b. Failure to provide rest periods;
- 10 c. Failure to provide meal periods;
- 11 d. Failure to pay all minimum wages;
- 12 e. Failure to pay all overtime wages;
- 13 f. Failure to pay wages when due;
- 14 g. Failure to pay wages upon termination;
- 15 h. Failure to reimburse for required business expenses;
- 16 i. Failure to provide accurate itemized wage statements;

17 4. PLAINTIFF reserves the right to name additional representatives throughout the
18 State of California.

19 **II. PARTIES**

20 5. PLAINTIFF DANIEL CAMACHO, (“PLAINTIFF”), an individual, has resided, and
21 at all times mentioned in this Complaint, continues to reside in Alameda County.

22 6. DEFENDANTS, STONE EMPIRE FABRICATION, a California limited liability
23 company, registered with the California Secretary of State as entity No. 201801310008, that at all
24 relevant times mentioned herein conducted and continues to conduct substantial and regular
25 business throughout California.

26 7. DEFENDANT DOES 1-15 (“DEFENDANT DOES”) are persons and/or entities that
27 at all relevant times mentioned herein conducted and continue to conduct substantial and regular
28 business throughout California.

1 8. Each of the fictitiously named DEFENDANTS participated in the acts alleged in this
2 Complaint. The true names and capacities, whether individual, corporate, subsidiary, partnership,
3 associate, or otherwise of DEFENDANT DOES 1 through 15, inclusive, are presently unknown to
4 PLAINTIFF who therefore sues these DEFENDANTS by such fictitious names pursuant to Cal.
5 Civ. Proc. Code. § 474. PLAINTIFF will seek leave to amend this Complaint to allege the true
6 names and capacities of DOES 1 through 15, inclusive, when they are ascertained. PLAINTIFF is
7 informed and believes, and based upon that information and belief alleges, that the DEFENDANTS
8 named in this Complaint, including DOES 1 through 15, inclusive (hereinafter collectively
9 “DEFENDANTS”), are responsible in some manner for one or more of the events and happenings
10 that proximately caused the injuries and damages hereinafter alleged.

11 9. DEFENDANTS own, operate, and/or manage a construction company performing
12 work in an around the San Francisco Bay Area.

13 10. DEFENDANTS employed PLAINTIFF between May 2022, and November 2023.
14 DEFENDANTS hired PLAINTIFF as 1099 independent contractor until re-classifying PLAINTIFF
15 as an employee in June 2022. At all times, DEFENDANTS paid PLAINTIFF on an hourly basis.

16 **III. PRIVATE ATTORNEYS GENERAL ACT AND DEFENDANTS LIABILITY**

17 11. PLAINTIFF brings the representative action in a representative capacity on behalf
18 of the State of California and on behalf of all individuals, including those improperly classified as
19 independent contractors, who are or previously were employed by DEFENDANTS in California
20 who suffered one or more Labor Code violations enumerated in Labor Code §§ 2698 *et seq.*
21 (hereinafter “AGGRIEVED EMPLOYEES”) between July 16, 2023, and the present (“PAGA
22 PERIOD”).

23 12. PLAINTIFF is an “AGGRIEVED EMPLOYEE” within the meaning of Labor Code
24 § 2699(c) because he was employed by DEFENDANTS and suffered each of the alleged Labor Code
25 violations committed by DEFENDANTS.

26 13. PLAINTIFF and all other AGGRIEVED EMPLOYEES are, and at all relevant times
27 were, employees of DEFENDANTS, within the meanings set forth in the California Labor Code
28 and the applicable Industrial Welfare Commission Wage Order.

1 14. The Private Attorney General Act (“PAGA”) permits an aggrieved employee to
2 enforce any provision of the California Labor Code that provides for a civil penalty. (*Lab. Code* §
3 2699(a).)

4 15. Section 558 of the California Labor Code provides that “any employer *or other*
5 *person* acting on behalf of an employer who violates, or causes to be violated, a section of this
6 chapter or any provision regulating hours and days of work in any order of the Industrial Welfare
7 Commissions shall be subject to a civil penalty...” (*Lab. Code* § 558(a).)

8 16. Section 1197.1 of the Labor Code provides that “[a]ny employer *or other person*
9 acting either individually or as an officer, agent, or employee of another person, who pays or causes
10 to be paid to any employee a wage less than the minimum fixed by an applicable state or local law,
11 or by an order of the commission shall be subject to a civil penalty...” (*Lab. Code* § 1197.1(a).)

12 17. Interpreting Sections 558 and 1197.1 of the Labor Code, California courts have held
13 that a corporate employer’s owners, officers and directors, are subject to civil penalties for the
14 employer’s failure to pay appropriate wages to its employees, and, since liability under either 558
15 or 1197.1 does not depend on a finding of an alter ego, no alter ego allegations or findings are
16 necessary. *Atempa v. Pedrazzani*, (2018) 27 Cal.App.5th 809; see generally *Ochoa-Hernandez v.*
17 *Cjaders Food, Inc.* (2009 WL 1404694); *Thurman v. Bayshore Management, Inc.* (2017) 203
18 Cal.App.4th 1112, 1145-1146.

19 18. Section 558.1 of the California Labor Code provides that “any employer *or other*
20 *person acting* on behalf of an employer, who violates, *or causes to be violated*, any provision
21 regulating minimum wages or hours and days of work in any order of the Industrial Welfare
22 Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802,
23 may be held liable as the employer for such violation.” (*Lab. Code* § 558.1(a).) Section 558.1(b)
24 identifies the “other person acting on behalf of an employer” includes “owner, director, officer, or
25 managing agent” of the employer. (*Lab. Code* § 558.1(b).)

26 19. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS and
27 each of them, are subject to civil penalties for their failure to pay PLAINTIFF and other
28

1 AGGRIEVED EMPLOYEES the appropriate wages as complained of herein and proximately
2 caused the complaints, injuries, and damages alleged herein.

3 20. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS and
4 each of them, are subject to liability for their failure to pay PLAINTIFF and other AGGRIEVED
5 EMPLOYEES the appropriate wages as complained of herein and proximately caused the
6 complaints, injuries, and damages alleged herein.

7 21. DEFENDANTS have been personally involved in the purported violations and/or
8 had sufficient participation in the employer, such that DEFENDANTS may be deemed to have
9 contributed to, and “caused” the labor code violations alleged.

10 22. At all relevant times, each DEFENDANT, whether named or fictitious, was the
11 agent, employee or other person acting on behalf of each other DEFENDANT, and, in participating
12 in the acts alleged in this Complaint, acted within the scope of such agency or employment and
13 ratified the acts of the other.

14 23. Each DEFENDANT, whether named or fictitious, exercised control over
15 PLAINTIFF’s and other AGGRIEVED EMPLOYEES’ wages, working hours, and/or working
16 conditions.

17 24. Each DEFENDANT, whether named or fictitious, acted in all respects pertinent to
18 this action as the agent of the other DEFENDANT, carried out a joint scheme, business plan or
19 policy, and the acts of each DEFENDANT are legally attributable to the other DEFENDANTS.

20 **IV. JURISDICTION AND VENUE**

21 25. This Court has jurisdiction over this Action pursuant to the California Code of Civil
22 Procedure, Section 410.10.

23 26. Venue is proper in this Court pursuant to California Code of Civil Procedure,
24 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANTS and
25 DEFENDANTS (i) currently maintain and at all relevant times-maintained offices and facilities in
26 this County, and (ii) committed the wrongful conduct herein alleged in this County against
27 PLAINTIFF.

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V. FACTUAL ALLEGATIONS

A. Misclassification as Independent Contractor

27. DEFENDANTS hired PLAINTIFF in May 2022 as a “trial” and classified PLAINTIFF as an independent contractor between approximately May 2022 and June 2022.

28. PLAINTIFF worked as a cabinet installer and performed various types of construction tasks including demolition, clean-up, and installation for cabinets, plumbing, and electrical work.

29. DEFENDANTS maintained, and may continue to maintain, a practice to misclassify PLAINTIFF and other AGGRIEVED EMPLOYEES as independent contractors to avoid employer obligations such as payroll taxes, paying minimum and overtime wages, and provide to rest and meal periods.

30. PLAINTIFF and other AGGRIEVED EMPLOYEES did not perform work outside the usual course of DEFENDANTS business. DEFENDANTS exerted control and direction in PLAINTIFF and other AGGRIEVED EMPLOYEES’ performance of work under both the terms of the contract and in actual performance. PLAINTIFF and other AGGRIEVED EMPLOYEES were not customarily engaged in an independently established trade, occupation, or business.

31. DEFENDANTS nonetheless willfully misclassified PLAINTIFF and under information and belief, other AGGRIEVED EMPLOYEES, as independent contractors to unlawfully avoid their obligations as an employer.

32. PLAINTIFF and other AGGRIEVED EMPLOYEES were non-exempt employees entitled to minimum wages, overtime wages, and meal and rest periods.

33. As a result of DEFENDANTS and DEFENDANT DOES’ misclassification practices, DEFENDANTS violated numerous provisions under California Labor Code and applicable IWC Wage Order resulting in damage to PLAINTIFF and other AGGRIEVED EMPLOYEES.

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1 B. Rest Period Violations

2 34. DEFENDANTS required PLAINTIFF and other AGGRIEVED EMPLOYEES to
3 work in excess of four (4) hours without being provided ten (10) minute rest periods as a result of
4 DEFENDANTS' policies and practices.

5 35. Specifically, DEFENDANTS failed to inform PLAINTIFF and OTHER
6 AGGRIEVED EMPLOYEES of their right to take rest periods after work in excess of four (4) hours
7 resulting in PLAINTIFF and other AGGRIEVED EMPLOYEE to work in excess of four (4) hours
8 or more, without being provided any break. Additionally, even after learning of his right to take rest
9 periods, PLAINTIFF and other AGGRIEVED EMPLOYEES were unable to timely take their rest
10 periods due to the nature and constrains of PLAINTIFF and other AGGRIEVED EMPLOYEES'
11 work duties. DEFENDANTS

12 36. Further, for the same reasons these employees were denied their first rest periods of
13 at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, these same
14 employees were denied a first and second rest period of at least ten (10) minutes for some shifts
15 worked of between six (6) and eight (8) hours.

16 37. PLAINTIFF and other AGGRIEVED EMPLOYEES were also not provided with
17 one-hour wages *in lieu* thereof, and as a result, PLAINTIFF and other AGGRIEVED EMPLOYEES
18 were denied their proper rest periods by DEFENDANTS and DEFENDANTS' managers.

19 38. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were
20 required to provide rest periods to PLAINTIFF and other AGGRIEVED EMPLOYEES per every
21 four (4) hours worked or major fraction thereof or provide the employee one (1) hour of pay at the
22 employee's regular rate of compensation for each workday the rest period is not provided. During
23 the entirety of PLAINTIFF'S employment and the PAGA Period, DEFENDANTS required
24 PLAINTIFF and other AGGRIEVED EMPLOYEES to work through rest periods without paying
25 them in accordance with Industrial Wage Orders. As a result, PLAINTIFF and other AGGRIEVED
26 EMPLOYEES forfeited their regular wages by working without compensation at the applicable
27 wage and rates. DEFENDANTS had, and may continue to practice, a uniform policy to not pay
28 PLAINTIFF and other AGGRIEVED EMPLOYEES all rest premiums owed.

1 C. Meal Period Violations

2 39. DEFENDANTS required PLANITIFF and other AGGRIEVED EMPLOYEES to
3 work during the meal break during what was supposed to be AGGRIEVED EMPLOYEES' off-duty
4 meal break due to DEFENDANTS' policies and practices and the nature and constraints of these
5 employees' job duties.

6 40. DEFENDANTS required PLANITIFF and other AGGRIEVED EMPLOYEES to
7 work during what was scheduled to be off-duty meal break and/or required PLAINTIFF and other
8 AGGRIEVED EMPLOYEES to postpone their meal periods in order to complete work at the job
9 sites. Specifically, DEFENDANTS required PLAINTIFF and other AGGRIEVED EMPLOYEES
10 to work through their lunch periods and directed PLAINTIFF and other AGGRIEVED
11 EMPLOYEES to wait until they finish a particular job or task at hand. On other instances,
12 DEFENDANTS' managers directed PLAINTIFF and other AGGRIEVED EMPLOYEES to
13 perform "small" tasks during their meal period.

14 41. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were
15 required to provide meal periods of not less than thirty (30) minutes to PLANITIFF and other
16 AGGRIEVED EMPLOYEES for each work period of more than five (5) hours, except when that
17 work period is not more than six (6) and validly waived or provide one (1) hour of pay at the
18 employee's regular rate of compensation.

19 42. As a result, PLANITIFF and other AGGRIEVED EMPLOYEES forfeited their meal
20 periods without compensation at the applicable wage and rates. DEFENDANTS had, and may
21 continue to practice, a uniform policy to not pay PLANITIFF and other AGGRIEVED
22 EMPLOYEES meal premiums.

23 43. As a result of DEFENDANTS' policies and practices, PLAINTIFF and other
24 AGGRIEVED EMPLOYEES were unable to timely take thirty (30) minute off-duty meal breaks
25 and were not fully relieved of duty for their meal period.

26 44. Further, DEFENDNATS knew of PLAINTIFF and other AGGRIEVED
27 EMPLOYEES' inability to timely take meal periods. DEFENDANTS manipulated PLAINTIFF and
28 other AGGRIEVED EMPLOYEES' timecards in these instances and failed to properly pay

1 PLAINTIFF and other AGGRIEVED EMPLOYEES' meal premiums.

2 45. PLAINTIFF and other AGGRIEVED EMPLOYEES were required to perform work
3 as ordered by DEFENDANTS for more than five (5) hours during some shifts without receiving a
4 meal break. The nature of the work performed by PLAINTIFF and other AGGRIEVED
5 EMPLOYEES does not qualify for limited and narrowly construed "on-duty" meal period
6 exception. PLAINTIFF and other AGGRIEVED EMPLOYEES therefore forfeited meal breaks
7 without additional compensation and in accordance with DEFENDANTS' policies and practices.

8 D. Unlawful Rounding Practices

9 46. During PLAINTIFF'S employment and the PAGA PERIOD, DEFENDANTS did
10 not have an immutable timekeeping system to accurately record and pay PLAINTIFF and other
11 AGGRIEVED EMPLOYEES for the actual time PLAINTIFF and other AGGRIEVED
12 EMPLOYEES worked each day, including regular time, overtime hours, sick pay, meal and rest
13 breaks.

14 47. Specifically, DEFENDANTS' failed to implement a system in which PLAINTIFF
15 and other AGGRIEVED EMPLOYEES could clock in and out when they were not physically at
16 DEFENDANTS' show room. As a result, DEFENDANTS improperly rounded PLAINTIFF and
17 other AGGRIEVED EMPLOYEES' time worked.

18 48. DEFENDANTS were able to and did in fact unlawfully, and unilaterally round the
19 time recorded in DEFENDANTS' timekeeping system for PLAINTIFF and the other
20 AGGRIEVED EMPLOYEES in order to avoid paying these employees for all their time worked,
21 including the applicable overtime compensation for overtime worked. As a result, PLAINTIFF
22 and other AGGRIEVED EMPLOYEES forfeited compensation for their time worked by working
23 without their time being accurately recorded and without compensation at the applicable overtime
24 rates.

25 E. Timekeeping Manipulation

26 49. Due to DEFENDANTS' failure to implement a timekeeping system,
27 DEFENDANTS were able to and did in fact, unlawfully, and unilaterally alter the time recorded
28 in DEFENDANTS' timekeeping system for PLAINTIFF and other AGGRIEVED EMPLOYEES

1 in order to avoid paying these employees for all hours worked, applicable overtime compensation,
2 applicable sick pay, missed meal breaks and missed rest break.

3 50. As a result, PLAINTIFF and other AGGRIEVED EMPLOYEES, forfeited time
4 worked by working without their time being accurately recorded and without compensation at the
5 applicable pay rates.

6 51. The mutability of DEFENDANTS' timekeeping system also allowed
7 DEFENDANTS to alter employee time records by recording fictitious thirty (30) minute meal
8 breaks in DEFENDANTS' timekeeping system so as to create the appearance that PLAINTIFF
9 and other AGGRIEVED EMPLOYEES clocked out for thirty (30) minute meal break when in
10 fact the employees were not at all times provided an off-duty meal break.

11 52. DEFENDANTS additionally knew of PLAINTIFF and other AGGRIEVED
12 EMPLOYEES' inability to take meal periods and in these instances, DEFENDANTS manipulated
13 PLAINTIFF and other AGGRIEVED EMPLOYEES' timecards to remove meal premiums owed
14 and instead added thirty (30) minutes to the end of PLAINTIFF and other AGGRIEVED
15 EMPLOYEES shifts rather than pay the full meal premiums owed.

16 53. This practice is a direct result of DEFENDANT's uniform policy and practice of
17 denying employees uninterrupted thirty (30) minute off-duty meal breaks each day or otherwise
18 refusal to compensate them for missed meal breaks.

19 54. As a result, PLAINTIFF and the other AGGRIEVED EMPLOYEES forfeited
20 wages due them for all hours worked at DEFENDANTS' direction, control and benefit of
21 DEFENDANTS. DEFENDANTS' uniform policy and practice to not pay PLAINTIFF and other
22 AGGRIEVED EMPLOYEES wages for all hours worked in accordance with applicable law is
23 evidenced by DEFENDANTS' business records.

24 F. Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations

25 55. During PLAINTIFF'S employment and the PAGA Period, DEFENDANTS failed to
26 accurately pay PLAINTIFF and other AGGRIEVED EMPLOYEES for all hours worked as result
27 of DEFENDANTS policies and practices.

28 56. DEFENDANTS failed to maintain an immutable timekeeping system that accurately

1 tracked PLAINTIFF and other AGGRIEVED EMPLOYEES' time worked.

2 57. For instance, during PLAINTIFF'S first four (4) to six (6) months of employment,
3 DEFENDANTS required PLAINTIFF and other AGGRIEVED EMPLOYEES to manually track
4 their hours on paper and submit their reports to DEFENDANTS at the end of the week.

5 58. Once DEFENDANTS implemented an electronic system for clocking-in-and-out,
6 DEFENDANTS directed PLAINTIFF and other AGGREVED EMPLOYEES to report to the job
7 sites where PLAINTIFFs and other AGGRIEVED EMPLOYEES were unable to utilize
8 DEFENDANTS' electronic timekeeping system. As a result, DEFENDANTS failed to accurately
9 track and record the hours PLAINTIFF and other AGGRIEVED EMPLOYEES performed work.

10 59. Additionally and specifically to PLAINTIFF, DEFENDANTS failed to inform
11 PLAINTIFF of the company's policy to take sixty (60) minute meal period for the first six (6)
12 months of his employment. As a result, when PLAINTIFF took his meal periods, PLAINTIFF only
13 took 30 minute meal periods and performed off-the-clock work as a result of DEFENDANTS
14 inputting PLAINTIFF'S time as receiving the sixty (60) minute meal period.

15 60. This resulted in PLAINTIFF and other AGGRIEVED EMPLOYEES performing
16 off-the-clock work. DEFENDANTS failed to pay PLAINTIFF and other AGGRIEVED
17 EMPLOYEES all necessary wages for attending and performing work at DEFENDANTS'
18 direction, request, and benefit.

19 61. Further, When PLAINTIFF and other AGGRIEVED EMPLOYEES worked
20 overtime hours, DEFENDANTS failed to pay all overtime wages owed to PLAINTIFF and other
21 AGGRIEVED EMPLOYEES.

22 62. DEFENDANTS directed and directly benefited from the uncompensated off-the-
23 clock work performed by PLAINTIFF and other AGGRIEVED EMPLOYEES.

24 63. DEFENDANTS controlled the work schedules, duties, protocols, applications,
25 assignments, and employment conditions of PLAINTIFF and other AGGRIEVED EMPLOYEES.

26 64. DEFENDANTS were able to track the amount of time PLAINTIFF and other
27 AGGRIEVED EMPLOYEES spent working however, DEFENDANTS failed to document, track,
28 and pay PLAINTIFF and other AGGRIEVED EMPLOYEES all wages earned and owed for all the

1 work they performed, including during off-the-clock work which from time-to-time includes
2 overtime wages.

3 65. PLAINTIFF and other AGGRIEVED EMPLOYEES were non-exempt employees,
4 subject to the requirements of the California Labor Code. DEFENDANTS' policies and practices
5 deprived PLAINTIFF and other AGGRIEVED EMPLOYEES of all regular wages and from time
6 to time, overtime wages owed for the off-the-clock work activities.

7 66. DEFENDANTS knew or should have known that PLAINTIFF and other
8 AGGRIEVED EMPLOYEES' off-the-clock work was compensable under the law.

9 67. As a result, PLAINTIFF and other AGGRIEVED EMPLOYEES forfeited wages due
10 them for all hours worked at DEFENDANTS' direction, control and benefit for the time spent while
11 off-the-clock. DEFENDANTS have a uniform policy and practice to not pay PLAINTIFF and other
12 AGGRIEVED EMPLOYEES wages for all hours worked in accordance with applicable law.

13 68. Moreover, as a result, DEFENDANTS provided PLAINTIFF and other
14 AGGRIEVED EMPLOYEES with a paystub that failed to comply with Cal. Lab. Code § 226 and
15 did not maintain accurate payroll and timekeeping records.

16 G. Failure to Reimburse

17 69. DEFENDANTS failed to indemnify PLAINTIFF and other AGGRIEVED
18 EMPLOYEES for use of their personal cell phone and personal vehicle as a direct consequence of
19 discharging work duties.

20 70. DEFENDANTS required PLAINTIFF and other AGGRIEVED EMPLOYEES to
21 use their personal cellular devices to schedule work site reporting. Specifically, PLAINTIFF and
22 OTHER AGGRIEVED EMPLOYEES used their personal cellular devices to ask any questions
23 related to the task, communicate with client, to check the material used on-site and check for the
24 next task or site assignments.

25 71. From time to time, DEFENDANTS required PLAINTIFF and other AGGRIEVED
26 EMPLOYEES to haul material in their personal vehicle in order to complete jobs. Although
27 DEFENDANTS provide work vehicles, DEFENDANTS directed PLAINTIFF and other
28 AGGRIEVED EMPLOYEES to report directly to the jobsite and required PLAINTIFF and other

1 AGGRIEVED EMPLOYEES to use their personal vehicles to carry out employment duties such as
2 hauling materials.

3 72. DEFENDANTS failed to provide employees with a designated work phone and
4 failed to provide employees reimbursement for the cost of their phone.

5 73. DEFENDANTS additionally failed to reimburse PLAINTIFF and other
6 AGGRIEVED EMPLOYEES with mileage when they used their personal vehicles on job sites.

7 74. At times, Defendants failed to provide employees with a designated work vehicle
8 and to provide employees reimbursement for the cost of their vehicle.

9 75. DEFENDANTS shifted the costs associated with running a business onto
10 PLAINTIFF and other AGGRIEVED EMPLOYEES.

11 H. Untimely Payment of Wages and Tips

12 76. Pursuant to California Labor Code section 204, PLAINTIFF and other
13 AGGRIEVED EMPLOYEES are entitled to timely payment of wages during their employment.
14 PLAINTIFF and other AGGRIEVED EMPLOYEES, from time to time, did not receive payment of
15 all wages, including, but not limited to, regular and overtime wages, meal period premium wages,
16 and rest period premium wages within permissible time period and on days designated in advance
17 by the employer as regular paydays.

18 I. Inaccurate Itemized Wage Statements

19 77. California Labor Code Section 226 requires an employer to furnish its employees an
20 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked, (3)
21 the number of piece-rate units earned and any applicable piece-rate, (4) all deductions, (5) net wages
22 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
23 employee and only the last four digits of the employee's social security number or an employee
24 identification number other than a social security number, (8) the name and address of the legal
25 entity that is the employer and, (9) all applicable hourly rates in effect during the pay period and the
26 corresponding number of hours worked at each hourly rate by the employee.

27 78. During PLAINTIFF'S employment and during the PAGA period, when PLAINTIFF
28 and other AGGRIEVED EMPLOYEES were not paid for all hours worked or DEFENDANTS'

1 manipulated PLAINTIFF and other AGGRIVEED EMPLOYEES' timecards, DEFENDANTS
2 failed to provide PLAINTIFF and other AGGRIEVED EMPLOYEES with complete and accurate
3 wage statements. DEFENDANTS' paystubs failed to show, among other things, the total hours
4 worked and all applicable hourly rates in effect during the pay period and the corresponding amount
5 of time worked at each hourly rate.

6 79. DEFENDANTS routinely failed to keep, maintain, and store accurate payroll records
7 and provide wage statements that comply with Cal. Lab. Code § 226.

8 80. PLAINTIFF and other AGGRIEVED EMPLOYEES suffered damages as a result of
9 DEFENDANTS' aforementioned violation because they could not promptly and easily determine
10 from the wage statement alone the applicable hourly rate and the corresponding number of hours
11 worked at the applicable hourly rate for this remuneration.

12 81. As a result, DEFENDANTS issued PLAINTIFF and other AGGRIEVED
13 EMPLOYEES with wage statements that violate Cal. Lab. Code § 226. Further, DEFENDANTS'
14 violations are knowing and intentional, and were not isolated or due to an unintentional payroll error
15 due to clerical or inadvertent mistake.

16 **VI. CAUSES OF ACTION**

17 **FIRST CAUSE OF ACTION**

18 For Failure to Provide Rest Periods

19 (Cal. Lab. Code §§ 226.7 & 512)

20 (Plaintiff Against All DEFENDANTS)

21 82. PLAINTIFF incorporates by reference and reallege as if fully stated herein each and
22 every allegation set forth above.

23 83. Labor Code Sections 226.7 and 512 and the Industrial Wage Orders require
24 DEFENDANTS to provide employees with all rest periods specified in the applicable Wage Order.
25 These laws and regulations further entitle employees to be paid one additional hour of pay at their
26 regular rate of compensation for each day of denied rest period.

27 84. PLAINITFF was required to work in excess of four (4) hours without being provided
28 ten (10) minute rest periods as a result of the DEFENDANTS' policies, practices, and the nature
and constraint of their job duties.

85. Further, for the same reasons these employees were denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, PLAINTIFF was additionally denied a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours.

86. As a result of DEFENDANTS' policies, practices, PLAINTIFF was denied his proper rest periods by DEFENDANTS and DEFENDANTS' managers.

87. DEFENDANTS violated California Labor Code §§ 226.7 and the applicable IWC Wage Order by failing to compensate PLAINTIFF who was not provided a rest period, in accordance with the applicable Wage Order, one additional hour of compensation at each employee's regular rate of pay for each workday that rest period was not provided.

88. As a proximate result of the aforementioned violations, PLAINTIFF has been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of suit.

SECOND CAUSE OF ACTION

For Failure to Provide Meal Periods

(Cal. Lab. Code §§ 226.7 & 512)

(Plaintiff Against All DEFENDANTS)

89. PLAINTIFF incorporates by reference and reallege as if fully stated herein each and every allegation set forth above.

90. DEFENDANTS failed to provide all the legally required off-duty meal breaks to PLAINTIFF as required by the applicable Wage Order and Labor Code. The nature of the work performed by PLAINTIFF does not prevent this employee from being relieved of all of his duties for the legally required off-duty meal periods. As a result of DEFENDANTS policies and practices, PLAINTIFF was not fully relieved of duty by DEFENDANT for his meal periods.

91. As a result of DEFENDANTS' policies and practices, PLAINTIFF was often not fully relieved of duty by DEFENDANTS for his meal periods and/or were interrupted during his meal periods. Additionally, DEFENDANTS' failure to provide PLAINTIFF with legally required meal breaks prior to their fifth (5th) hour of work is evidenced by DEFENDANTS' employee testimony. As a result, PLAINTIFF forfeited meal breaks without additional compensation and in

1 accordance with DEFENDANTS' strict policy and practice.

2 92. DEFENDANTS further violated California Labor Code §§ 226.7, 512 and the
3 applicable IWC Wage Order by failing to compensate PLAINTIFF who was not provided a meal
4 period, in accordance with the applicable Wage Order, one additional hour of compensation at each
5 employee's regular rate of pay for each workday that a meal period was not provided.

6 93. As a proximate result of the aforementioned violations, PLAINTIFF has been
7 damaged in an amount according to proof at trial, and seek all wages earned and due, interest,
8 penalties, expenses and costs of suit.

9 **THIRD CAUSE OF ACTION**

10 For Failure to Pay Minimum Wages

11 (Cal. Lab. Code § 1194, 1194.2, 1194.5, 1197, 1197.1, 218.6)

12 (Plaintiff Against All DEFENDANTS)

13 94. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and
14 every allegation set forth above.

15 95. PLAINTIFF brings a claim for DEFENDANTS' willful and intentional violations of
16 California Labor Code and the Industrial Welfare Commission requirements for DEFENDANTS'
17 failure to accurately calculate and pay minimum wages to PLAINTIFF as a result of improper
18 employee classification and their failure to maintain an immutable timekeeping system.

19 96. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
20 including minimum wage compensation and interest thereon, together with the costs of suit. Cal.
21 Lab. § 1194.2 further establishes an employee's right to liquidated damages in an amount equal to
22 the unpaid minimum wages according to proof at trial.

23 97. DEFENDANTS maintained a uniform wage practice of paying PLAINTIFF without
24 regard to the correct amount of time worked. As set forth herein, DEFENDANTS' uniform policy
25 failed to accurately track and record all hours worked was to unlawfully and intentionally deny
26 payment of wages due to PLAINTIFF and therefore did not receive minimum wage for all hours
27 worked as required by Cal. Lab. Code § 1197.

28 98. In committing these violations of the California Labor Code, DEFENDANTS failed
to calculate the amount of time worked and consequently underpaid the actual time worked by

1 PLAINTIFF. DEFENDANTS acted in an illegal attempt to avoid the payment of all earned wages,
2 and other benefits in violation of the California Labor Code, the Industrial Welfare Commission
3 requirements and other applicable laws and regulations. PLAINTIFF was paid less for time worked
4 than he was entitled to, constituting a failure to pay all earned wages.

5 99. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
6 PLAINTIFF has suffered and will continue to suffer an economic injury including the use and
7 enjoyment of wages and lost interest on such wages all to his damage in amounts in amounts which
8 are presently unknown to him, and which will be ascertained according to proof at trial.

9 100. DEFENDANTS knew or should have known that PLAINTIFF was under-
10 compensated for his time worked. DEFENDANTS systematically elected, either through intentional
11 malfeasance or gross nonfeasance, to not pay employees for their labor as a matter of uniform
12 corporate policy, practice and procedure, and DEFENDANTS perpetrated this systematic scheme
13 by refusing to pay PLAINTIFF the correct wages for his time worked.

14 101. In performing the acts and practices herein alleged in violation of California labor
15 laws, and refusing to compensate PLAINTIFF for all time worked and provide him with the requisite
16 compensation, DEFENDANTS acted and continue to act intentionally, oppressively, and
17 maliciously toward PLAINTIFF with a conscious disregard for his legal rights, or the consequences
18 to him, and with the intent of depriving him of his property and legal rights, and otherwise causing
19 him injury in order to increase company profits at the expense of this employee.

20 102. PLAINTIFF, therefore, request recovery of all unpaid wages, according to proof,
21 interest, statutory costs, as well as the assessment of any statutory penalties against DEFENDANTS,
22 in a sum as provided by the California Labor Code and/or other applicable statutes.

23 **FOURTH CAUSE OF ACTION**

24 For Failure to Pay Overtime Compensation
25 (Cal. Lab. Code §§ 510, 558, 1194, 1198)
(Plaintiff Against All DEFENDANTS)

26 103. PLAINTIFF incorporate by reference and reallege as if fully stated herein each and
27 every allegation set forth above.

28 104. Labor Code section 558 provides for a civil penalty to be assessed against any

1 employer or other person acting on behalf of an employer who fails to compensate employees at the
2 statutory overtime rate for any work in excess of eight hours in one day or any work in excess of 40
3 hours in any workweek or who fails to compensate employees at the statutory double time rates for
4 any work in excess of twelve hours in one day or any work in excess of 8 hours on the seventh day
5 of a workweek.

6 105. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
7 including overtime compensation and interest thereon, together with the costs of suit. Cal. Lab. Code
8 § 1198 further states that the employment of an employee for longer hours than those fixed by the
9 Industrial Welfare Commission is unlawful.

10 106. Pursuant to Labor Code section 558, PLAINTIFF is entitled to recover a penalty of
11 \$50.00 for the initial failure to compensate employees at the statutory overtime rate for any work in
12 excess of eight hours in one day or any work in excess of 40 hours in any workweek and/or failure
13 to compensate employees at the statutory double time rates for any work in excess of twelve hours
14 in one day in addition to any underpaid wages; and \$100.00 for each subsequent failure to
15 compensate employees at the statutory overtime rate for any work in excess of eight hours in one
16 day or any work in excess of 40 hours in any workweek in addition to any underpaid wages.

17 107. DEFENDANTS routinely and systematically failed to properly record accurate time
18 records for each employee showing when each employee began and ended each work period. From
19 time-to-time, this work may have included overtime. By failing to properly record hours
20 DEFENDANTS routinely and systematically failed to compensate employees at the statutory
21 overtime rate for any work in excess of eight hours in one day or any work in excess of 40 hours in
22 any workweek as required by Labor Code section 510 and Section 3 of the applicable Wage Order.

23 108. During PLAINTIFF'S employment, PLAINTIFF was required by DEFENDANTS
24 to perform work for DEFENDANTS and was not paid for all the time worked, which from time-to-
25 time may have included overtime wages.

26 109. As a proximate result of DEFENDANTS' failure to pay overtime and/or wages as
27 alleged above, PLAINTIFF is entitled to recover from DEFENDANTS penalties pursuant to section
28 558 as may be established according to proof at trial. As a direct result of DEFENDANTS' unlawful

1 wage practices as alleged herein, PLAINTIFF did not receive the correct overtime compensation for
2 his time worked for DEFENDANTS.

3 110. DEFENDANTS acted in an illegal attempt to avoid the payment of all earned wages,
4 and other benefits in violation of the California Labor Code, the Industrial Welfare Commission
5 requirements and other applicable laws and regulations.

6 111. Cal. Lab. Code § 515 sets out various categories of employees who are exempt from
7 the overtime requirements of the law. For portions of PLAINTIFF'S employment, these exemptions
8 did not apply to PLAINTIFF. Further, PLAINTIFF is not subject to a valid collective bargaining
9 agreement that would preclude the causes of action contained herein this Complaint.

10 112. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned
11 compensation to PLAINTIFF for the true amount of overtime worked, PLAINTIFF has suffered
12 and will continue to suffer an economic injury in amounts which are presently unknown to him, and
13 which will be ascertained according to proof at trial.

14 113. DEFENDANTS knew or should have known that PLAINTIFF was under
15 compensated for his time worked. DEFENDANTS systematically elected, either through intentional
16 malfeasance or gross nonfeasance, to not pay him for labor as a matter of uniform company policy,
17 practice and procedure, and DEFENDANTS perpetrated this systematic scheme by refusing to pay
18 PLAINTIFF the correct overtime wages for their overtime worked.

19 114. In performing the acts and practices herein alleged in violation of California labor
20 laws, and refusing to compensate PLAINTIFF for all time worked and provide him with the requisite
21 compensation, DEFENDANTS acted and continues to act intentionally, oppressively, and
22 maliciously toward PLAINTIFF with a conscious of and utter disregard for his legal rights, or the
23 consequences to him, and with the despicable intent of depriving him of his property and legal rights,
24 and otherwise causing him injury in order to increase company profits at the expense of these
25 employees.

26 115. Therefore, PLAINTIFF request recovery of overtime wages, according to proof,
27 interest, statutory costs, as well as the assessment of any statutory penalties against DEFENDANTS,
28 in a sum as provided by the California Labor Code and/or other applicable statutes.

1 **FIFTH CAUSE OF ACTION**

2 For Failure to All Pay Wages

3 (Cal. Lab. Code § 204, 210)

4 (Plaintiff Against All DEFENDANTS)

5 116. PLAINTIFF incorporates by reference and reallege as if fully stated herein each and
6 every allegation set forth above.

7 117. Labor Code Section 204 provides in part provides in part that “all wages, ..., earned
8 by any person in any employment are due and payable twice during each calendar month, on days
9 designated in advance by the employer as the regular paydays.”

10 118. PLAINTIFF is informed and believes, and thereon alleges that DEFENDANTS did
11 not pay PLAINTIFF all earned wages, including regular and/or overtime and meal and rest
12 premiums, on regularly established paydays.

13 119. In violation of Labor Code section 204, DEFENDANTS knowingly and willfully
14 refused to perform their obligations to compensate their employees for all wages earned.

15 120. Pursuant to Labor Code section 210, PLAINTIFF is entitled to recover a penalty of
16 \$100.00 for the initial failure to timely pay each employee all of the wages earned, and \$200.00 for
17 each subsequent failure to pay each employee all of the wages earned; in addition, pursuant to
18 section 210, for each subsequent failure to pay in compliance with Labor Code section 204,
19 PLAINTIFF is entitled to recover an additional amount equal to 25% of the unlawfully withheld
20 wages.

21 121. As a direct and proximate result of DEFENDANTS’ conduct in violation of Labor
22 Code section 204 as alleged above, DEFENDANTS’ employees have suffered, and continue to
23 suffer, losses related to the use and enjoyment of wages and lost interest on such wages all to their
24 damage in amounts according to proof at trial.

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122. PLAINTIFF incorporates by reference and reallege as if fully stated herein each and every allegation set forth above.

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128. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and every allegation set forth above.

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135. PLAINTIFF incorporates by reference and reallege as if fully stated herein each and every allegation set forth above.

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141. PLAINTIFF and other AGGRIEVED EMPLOYEES incorporate by reference and reallege as if fully stated herein each and every allegation set forth above.

- a. For misclassifying employees as independent contractors in violation of Labor Code Section 3357 and 226.8;
- b. For failing to compensate employees who were not provided a rest period in violation of Labor Code Section 226.7 and 512; and
- c. For failing to compensate employees who were not provided a meal period in violation of Labor Code Section 226.7 and 512; and
- d. For failing to pay all minimum wages, in violation of Labor Code sections 1194, 1194.2, 1194.5, 1197, 1197.1, 218.5, and 218.6;
- e. For failing to provide employees who worked more than eight (8) hours per workday and more than forty (40) hours per workweek additional compensation beyond their regular wages in violation of Labor Code Section 510, 558, 1194, and 1198;
- f. For failing to reimburse employees for business-related expenses in violation of Labor Code section 2802;
- g. For failing to all pay wages, in violation of Labor Code sections 204 and 210;
- h. Failing to pay wages upon termination in violation of Labor Code sections 201/202 and 203;
- i. For failing to maintain for and provide accurate, itemized wage statements required by Labor Code Section 226, 226.3 and 1174.5;

143. The above-referenced civil penalties shall include the recovery of amounts specified in the applicable sections of the Labor Code, and if not specifically provided, those under section 2699(f), and shall include those amounts sufficient to recover underpaid wages pursuant to C.C.R. section 11040 and Labor Code sections §§ 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 515, 558, 1174, 1174.5, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 2802, 3353, and 2699, subdivisions (a) and (f).

144. PLAINTIFF filed this complaint after the LWDA was afforded the opportunity to consider PLAINTIFF's notice of DEFENDANTS' Labor Code violations and of PLAINTIFF's intent to prosecute a private enforcement action for civil penalties under PAGA. After the LWDA declined to investigate, PLAINTIFF brought this PAGA cause of action against DEFENDANTS, pursuant to California Labor Code section 2699.3, subdivision (a)(2)(A).

DEMAND FOR RELIEF

WHEREFORE, PLAINTIFF prays for a judgment against each DEFENDANT, jointly and severally, as follows:

1. On behalf of the PLAINTIFF:

A. Compensatory damages, according to proof at trial, including unpaid wages, due to PLAINTIFF, during the applicable employment period plus interest thereon at the statutory rate;

B. Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and the applicable IWC Wage Order;

C. The wages of Plaintiff as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced, in accordance with Cal. Lab. Code § 203;

D. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and an award of costs for violation of Cal. Lab. Code § 226.

E. One hundred dollars (\$100) for the initial pay period in which Defendants intentionally failed to pay minimum wages per employee per pay period and two hundred fifty dollars (\$250) per employee per pay period for each violation in a subsequent pay period for

1 violation of Cal. Lab. Code § 1197 and 1197.1

2 F. The total amount of the expenses incurred in the course of his job duties, plus interest,
3 and costs of suit.

4 G. Punitive damages in an amount to punish DEFENDANTS to be proven at trial.

5 H. Liquidates damages pursuant to Cal. Lab. Code § 1194.2 in an amount equal to the
6 unpaid minimum wages according to proof at trial;

7 2. On Behalf of the State of California and with respect to all AGGRIEVED EMPLOYEES

8 A. Recovery of all civil penalties as prescribed by the Labor Code Private Attorneys
9 General Act of 2004;

10 B. Civil penalties for pursuant to Labor Code 226.8 for willful misclassification;

11 3. On all claims:

12 A. An award of interest, including prejudgment interest at the legal rate;

13 B. Such other and further relief as the Court deems just and equitable; and

14 C. An award of penalties, attorneys' fees and cost of suit, as allowable under the law.

15 DATED: October 24, 2024

Respectfully submitted,

16 **EMRAN LAW**

17
18 By: Harris Emran

19 Harris Emran

20 Attorney for PLAINTIFF and OTHER
21 AGGRIEVED EMPLOYEES
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DEMAND FOR A JURY TRIAL

PLAINTIFF demands a jury trial on issues triable to a jury.

DATED: October 24, 2024

EMRAN LAW

By: *Harris Emran*
Harris Emran
Attorney for PLAINTIFF and OTHER
AGGRIEVED EMPLOYEES

EXHIBIT C

CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL MUTUAL RELEASE

This Confidential Settlement Agreement and General Mutual Release ("Agreement") is made and entered between Daniel Camacho ("Camacho") and Stone Empire Fabrication ("Stone"), for the consideration and promises herein stated. (Camacho and Stone may be referred to jointly herein as "the Parties").

RECITALS

WHEREAS, Camacho filed a lawsuit against Stone in the Superior Court of California for the County of Alameda, Case number 24CV097237 (referred to herein as "the Action").

WHEREAS, Stone disputes and denies Camacho's claims.

WHEREAS, The Parties now desire to settle fully and finally all of the claims that were or could have been asserted in the Action and all other differences between them.

NOW THEREFORE, in consideration of the promises and mutual covenants and agreements contained herein, and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Settlement Payment.

In exchange for the promises and obligations herein contained, Stone shall pay to Camacho the total sum of TWENTY THOUSAND DOLLARS AND ZERO CENTS (\$20,000.00) (the "Settlement Sum") payable as follows:

- (a) \$2,000.00 less applicable payroll taxes payable to Daniel Camacho. Stone agrees that it will issue a W2 in the amount of \$2,000.00 to Camacho;
- (b) \$12,269.21 to Daniel Camacho. Stone agrees that it will issue a 1099-MISC in the amount of \$12,269.21 to Camacho; and
- (c) \$7,730.79 payable to Emran Law Firm. Stone agrees that it will issue a 1099-MISC in the amount of \$7,730.79 to Emran Law Firm;

Payment will be made by Stone based on the following payment schedule:

- (a) Payment totaling \$7,500.00 will be due within five (5) business days of the date of the Court's Order dismissing Camacho's individual wage and hour claims with prejudice, which includes Camacho's claim under PAGA. (the Effective Date"). This Payment will consist of Camacho's W2 payment and a portion of the remainder of the Settlement Sum issued on a 1099-MISC.
- (b) Payment totaling \$3,125.00 payable to Emran Law Firm due within thirty (30) calendar days of the Effective Date of the Agreement;
- (c) Payment totaling \$3,125.00 payable to Emran Law Firm due within sixty (60) calendar days of the Effective Date of the Agreement;

- (d) Payment totaling \$3,125.00 payable to Emran Law Firm due within ninety (90) calendar days of the Effective Date of the Agreement; and
- (e) Payment totaling \$3,125.00 payable to Emran Law Firm due within one hundred and twenty (120) days of the Effective Date of the Agreement.

Should it be determined by an authorized authority that the portion of the Settlement Payment issued under IRS Form 1099 should be treated as taxable income, the Parties understand and agrees that Camacho shall be solely responsible for the employee-related reporting and payment of any state, local and/or federal income tax, if any, on any of the amounts paid to Camacho hereunder. Stone makes no representations as to the taxability of the settlement sum or any portion thereof.

All Settlement Payments will be mailed to Emran Law Firm, 415 Mission Street, 37th Floor, San Francisco, CA 94105 in accordance with the Payment Schedule in this Paragraph.

Each party shall bear its own attorney fees and costs besides as stated in Paragraph 14 of the Agreement.

2. Dismissal of Action.

Upon execution of this Agreement, Camacho's counsel shall provide Stone's counsel with (1) the fully and properly executed Agreement, (2) the tax identification numbers and executed W-9 for Camacho and Camacho's counsel, (3) an updated Form W-4 from Camacho, and (4) fully executed Joint Stipulation to dismiss Camacho's individual wage and hour claims with prejudice, which shall include Camacho's claim under PAGA, and the representative PAGA claim without prejudice. Stone's counsel shall file the Stipulation in the Alameda Superior Court within three (3) business days of receipt.

3. No Admission of Liability.

This Agreement is entered into in compromise of disputed claims. Camacho acknowledges that the execution of this Agreement and the payment of the amounts hereunder are not and shall not be construed in any way as an admission of wrongdoing or liability on the part of the Stone or any other person or business entity. Camacho further acknowledges that Stone denies all allegations of wrongdoing alleged in the Action. The Parties intend, by this Agreement, merely to avoid the expense, delay, uncertainty, and burden of litigation.

4. General Release.

In exchange and except for the consideration identified above, the Parties, and each of them, agree to the following: Camacho, Camacho's heirs, executors and assigns ("Camacho's Releasers") agree to and hereby do absolutely, forever and fully, generally and specifically, release and discharge Stone and each of its agents, insurers, reinsurers, co-employers, associates, independent contractors, employees, employers, directors, officers, shareholders, partners, joint ventures, subsidiaries, successors or predecessor entities, estates, representatives, executors, administrators, attorneys, insurers, heirs, executors and assigns ("Stone's Releasees") from any and all claims, contentions, rights, debts, liabilities, demands, accounts, obligations, duties, promises, costs, expenses (including, but not limited to, attorneys' fees), liens, subrogation rights, indemnification rights, damages, losses, actions, and causes of action, of any kind whatsoever (hereinafter referred to as "Claims"), whether due or owing in the past, present or

future and whether based upon federal, state, or local contract law, tort law, statute, or any other legal or equitable theory of recovery, and whether known or unknown, suspected or unsuspected, fixed or contingent, matured or unmatured, with respect to, pertaining to, or arising from any matters, acts, omissions, events, conduct or occurrences at any time prior to the date of this Agreement including, 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.

Camacho further promises and agree that Camacho will not participate, assist, or cooperate in any claims by third parties against Stone, whether before a court, arbitrator, or administrative or government agency, unless required to do so by a lawful subpoena, court order, or other law, and understands and agrees that a breach of this promise will constitute a material breach of this Agreement. Camacho further promises and agrees that Camacho shall not accept damages of any nature, or other equitable or legal remedies for Camacho's own benefit, or attorney's fees or costs from Stone or Stone's Releasees with respect to any claim released by this Agreement, other than those which are set forth in this Agreement.

This Release includes, but is not limited to, all claims that can be lawfully released, including those claims involving: wrongful or constructive termination; gender discrimination; failure to prevent discrimination; failure to indemnify; failure to reimburse; failure to timely pay wages; failure to pay wages upon termination; failure to provide itemized wage statements; breach of contract; retaliation; assault; battery; infliction of emotional distress; cash shortages; missed meal periods; missed rest breaks; or wage and hour ordinances; failure to pay minimum wages; failure to pay overtime; all tort, statutory, contract and constitutional claims of any nature; all claims under Cal. Lab. Code §§ 2698, *et seq.*; all claims for pain and suffering; any claim under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act (29 U.S.C. Section 621 *et seq.*), the Americans with Disabilities Act, the Employee Retirement Income Security Act, the National Labor Relations Act, the Fair Labor Standards Act (Cal. Labor Code Section 2698 *et seq.*), the Family and Medical Leave Act, the California Fair Employment and Housing Act, the California Constitution, the California Family Rights Act, the California Labor Code, the California Government Code, the California Business & Professions Code, the Older Worker's Benefit Act; any claims for job injuries; or any other federal, state, or local statute or regulation; or any claim for severance pay, bonus, sick leave, holiday pay, vacation pay, stock, stock options, phantom stock, life insurance, health and medical insurance or any other fringe benefit; costs and attorneys' fees; and any other claims, whether in law or equity, which Camacho asserts or could assert, at common law or under statute, rule, regulation, or order of law, whether federal, state, or local. This Release includes Camacho's ability to stand as a representative for claims brought pursuant to the California Private Attorneys General Act (Cal. Lab. Code §§ 2698 – 2699.8).

5. Waiver of Civil Code Section 1542.

The Parties hereby waive any and all rights or benefits under Section 1542 of the Civil Code of the State of California, which provides that:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

The Parties hereby represent and warrant that they understand the effect of this waiver, and Code section, and that they were offered the opportunity to seek legal counsel for advice concerning this Agreement.

6. Release of Unknown Claims.

The Parties acknowledge that they may hereafter discover Claims and/or facts now unknown or unsuspected that existed as of the date this Agreement is executed, which are in addition to, or different from, those which the Parties now know or believe to be true with respect to the subject matter of this Agreement. Nevertheless, the Parties intend by this Agreement to release fully, finally, and forever all Claims released hereby. Accordingly, this Agreement shall remain in full force as a complete release of such Claims notwithstanding the discovery or existence of any such additional or different Claims and/or facts before or after the date of this Agreement.

7. Representation and Warranty by Releasing Parties.

Camacho represents and warrants to the Stone Releasees that he: (i) is the lawful owners of all claims released here, (ii) has all necessary power and authority to make such release, including any necessary consent or approval from any person and including the absence of any duty or obligation that would prevent, or be put in breach or default by, such release, and (iii) has not heretofore transferred or attempted to transfer all or any part of any such thing released in any manner whatsoever, including by way of subrogation or operation of law. Camacho shall indemnify and hold harmless his Releasees, and each of them, with respect to any liability, cost, expense, or claim with respect to, pertaining to, or arising from any assertion of any such obligation or transfer or lack of such power or authority including, but not limited to, reasonable attorneys' fees and costs. Camacho represents and warrants further to his Releasees and each of them, that this Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of their Releasees or any other person or entity whatsoever. Camacho represents that he has consulted with and been advised by their counsel of record in the Action with regard to this Agreement.

8. Confidentiality.

Camacho agrees that he shall not disclose the fact of or the amount of this settlement, the terms and contents of this Agreement, and the negotiations leading thereto. He agrees to not disclose the fact of or the amount of this settlement, the terms and contents of this Agreement, and the negotiations leading thereto to any current or former employees of the Stone. Accordingly, Notwithstanding this Paragraph, Camacho may disclose the terms of this Agreement as follows:

- (a) in response to an order, disclosure requirement, or subpoena of a court of competent jurisdiction;
- (b) in response to any inquiry or order issued by a governmental agency;
- (c) in response to a request from the California State Bar;
- (d) to the extent necessary to report income to appropriate taxing authorities, and in other related dealings with taxing authorities; and

- (e) to his legal, tax and financial advisors,
- (f) to his spouse (if any),
- (g) in any action or proceeding brought to enforce this agreement.

In the event of an unsolicited inquiry, Camacho or his attorneys may choose not to respond or may respond only by stating, "I have no comment," or "The matter has been resolved." No other response (whether by words, gesture, expression, or otherwise) may be made to any such inquiries, including any follow-up inquiries.

In the event of a breach, the prevailing party shall be entitled to recover his/her reasonable attorney fees and costs in an action to enforce this provision. The prevailing party in any such action shall also be entitled to Liquidated Damages of \$1,000.00 per proven breach of this provision.

The Parties specifically agree that they will not waive attorney client privilege in order to allow their counsel to disclose any of the terms of this Agreement or its existence.

9. Non-Disparagement.

Camacho agrees not to make any disparaging remarks about Stone, whether written or oral (including electronic communication in any form) or Stone's officers, directors, and management team including, but not limited to, Michael Alfaro and Deborah Arbasetti.

10. Neutral Reference.

In response to a written or verbal employment verification and/or reference inquiry on behalf of Camacho from a prospective employer, Stone will direct any such prospective employer to the appropriate Human Resources employee, who will provide a "neutral" reference by confirming Camacho's employment with Stone and providing Camacho's job title and dates of employment only.

11. Binding Effect.

This Agreement and all documents referred to herein shall bind and inure to the benefit of each of the Parties hereto and the Releasees.

12. Additional Representations and Warranties of the Parties.

The Parties, and each of them, further represent and warrant to each other that:

- (a) **Understanding of Agreement.** The Parties understand and agree to this Agreement and the terms and conditions contained herein and, in the documents, referred to herein, and have relied upon their own judgment, belief, knowledge, understanding and expertise concerning the legal effect of this Agreement;
- (b) **Voluntary Resolution.** The Parties enter into this Agreement and the documents referred to herein, knowingly and voluntarily, in the total absence of any fraud, mistake, duress, coercion, or undue influence and after careful thought and reflection upon this Agreement and the documents referred to herein; and

accordingly, by signing this document and the documents referred to herein, they signify full understanding, agreement and acceptance.

- (c) **Investigation of Facts.** The Parties have investigated the facts pertaining to this Agreement and all matters pertaining thereto as deemed necessary.
- (d) **Parties' Representations & Warranties.** The Parties have not commenced or prosecuted, and will not commence or prosecute, any other action or proceeding for recovery of damages or for any form of equitable relief, declaratory relief or any other form of action or proceeding or arbitration against any Party or other person based upon the Claims released in this Agreement including, but not limited to, the Claims that are the subject of the Action. This Agreement shall constitute a judicial bar to the institution of any such action or proceeding or any assignment thereof.
- (e) **Medicare Representations:** Settlement is contingent on Camacho's compliance with Section 111 of the Medicare, Medicaid, and SCHIP Extension Act. This Agreement is based upon a good faith determination of the Parties to resolve a disputed claim and the Parties have not shifted responsibility of medical treatment to Medicare in contravention of 42 U.S.C. Section 1395y(b). The Parties resolved this matter in compliance with both state and federal law. The Parties made every effort to adequately protect Medicare's interest and incorporate such into the settlement terms where applicable. Medicare information, including Camacho's full address, Social Security Number, date of birth and gender were provided to counsel for Stone by Camacho, and such information shall be held in confidence by counsel and shall be provided only to The Center for Medicare and Medicaid Services as necessary. Further, Camacho represents and warrants that he has no current Claim for Social Security Disability benefits nor are they appealing or re-filing for Social Security Disability benefits. Camacho agrees to indemnify and hold Stone and Stone's Releasees harmless from any Claims of, or right of recovery as a result of any future payment which may be made by Medicare or any other entity for or on behalf of Camacho for such future care. Camacho agrees to hold harmless Stone and Stone's Releasees for any loss of Medicare benefits or Social Security benefits Camacho may sustain as a result of this Agreement. In addition, Camacho agrees to release as part of this Agreement any right to bring any possible future action under Medicare Secondary Payer Statute against Stone. Camacho has been apprised of their right to seek assistance from legal counsel of their choosing or directly from Social Security Administration or other government agencies regarding the impact this Agreement may have on Camacho's current or future entitlement to Social Security or other governmental benefits. Camacho acknowledges that acceptance of the Settlement Amount may affect Camacho's rights to other governmental benefits, insurance benefits, disability benefits, or pension benefits. Notwithstanding this possibility, Camacho desires to enter into this Agreement to settle his claims against the Released Parties according to the terms set forth in this Agreement.

13. Ambiguities or Uncertainties.

This Agreement and the documents referred to herein, and any ambiguities or uncertainties herein or therein, shall be equally and fairly interpreted and construed without reference to the identity of the Party or Parties preparing this document or the documents

referred to herein, on the express understanding and agreement that the Parties participated equally in the negotiation and preparation of the Agreement and the documents referred to herein, or have had equal opportunity to do so and to consult with counsel of their choice. Accordingly, Camacho waives the benefit of California Civil Code § 1654 and any successor or amended statute, providing that in cases of uncertainty, language of a contract should be interpreted most strongly against the Party who caused the uncertainty to exist.

14. Attorneys' Fees to Prevailing Party.

In the event of a breach of any provision of this Agreement, any Party may institute an action specifically to enforce any term or terms of this Agreement, the unsuccessful party to the Litigation shall pay to the prevailing party, in addition to any other relief that may be granted, all reasonable costs and expenses of the Litigation, including without limitation, the prevailing party's reasonable attorneys' fees and expenses, as awarded by any court of law.

15. Confirmation of Age. Camacho confirms that he is under the age of forty (40) at the time of his execution of this agreement.

16. California Law; Construction.

This Agreement and the documents referred to herein, shall be governed by and construed and interpreted in accordance with, the laws of the State of California. In the language of this document and the documents referred to herein, the singular and plural numbers, and the masculine, feminine and neuter genders, shall each be deemed to include all others, and the word "person" shall be deemed to include corporations and every other entity, as the context may require.

17. Severability.

In the event that any provision of this Agreement should be held to be void, voidable or unenforceable, the remaining portions hereof shall remain in full force and effect.

18. Multiple Counterparts; Execution by Facsimile Or PDF.

This Agreement and any document referred to herein, may be executed in any number of counterparts, each of which may be deemed an original and all of which together shall constitute a single instrument. Any Party may execute and/or deliver this Agreement by facsimile or PDF.

19. Waiver, Modification and Amendment.

No breach of this Agreement or of any provision herein can be waived except by an express written waiver executed by the Party waiving such breach. Waiver of any one breach shall not be deemed a waiver of any other breach of the same or other provisions of this Agreement. This Agreement may be amended, altered, modified or otherwise changed in any respect or particular only by a writing duly executed by the Parties hereto or their authorized representatives.

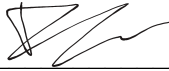
20. Enforceability.

The Parties specifically agree that (i) this Agreement is admissible as evidence and subject to disclosure in enforcement proceedings; (ii) this Agreement is binding and enforceable; (iii) all the material terms of the settlement agreement are set forth herein; (iv) this Agreement is

enforceable under California Code of Civil Procedure section 664.6 and the San Francisco County Superior Court, upon motion of either party, may enter judgment pursuant to the terms hereof; (v) neither party shall oppose a motion under California Code of Civil Procedure section 664.6 to enter judgment pursuant to the terms of this settlement agreement on the grounds that this Agreement is confidential or otherwise privileged; and (vi) all Parties specifically waive any confidentiality privilege that may apply to this Agreement solely for purposes of its enforcement in a Court of law. The Parties agree and jointly request that the Court presiding over the Action retain continuing jurisdiction over the Parties to enforce the terms of this Agreement and carry its provisions into effect.

Having read, understood, and agreed to the foregoing terms and conditions, the Parties hereby voluntarily execute this Agreement by placing their signatures below.

Dated: 3-31, 2025

By: 
DANIEL CAMACHO, Plaintiff

Date: _____, 2025

By: Meryem Tezdogan
STONE EMPIRE FABRICATION
Name: MT
Title: _____