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Attorneys for the People of the State of California

**[EXEMPT FROM FILING FEES
PURSUANT TO GOVERNMENT
CODE SECTION 6103]**

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
UNLIMITED JURISDICTION

**THE PEOPLE OF THE STATE OF
CALIFORNIA,**

Plaintiff,

v.

**AMALFI STONE & MASONRY COMPANY,
INC., a California Corporation, and DOES 1
through 50, inclusive,**

Defendants.

Case No. 24STCV08990

**[PROPOSED] STIPULATED FINAL
JUDGMENT**

Plaintiff, the People of the State of California, (“Plaintiff” or “People”), by and through Rob Bonta, Attorney General of the State of California, and Defendant, Amalfi Stone & Masonry Company, Inc. (“Amalfi”), having stipulated and consented to the entry of this Final Judgment and Order (“Judgment”) without the taking of proof, and without trial or adjudication of any issue

1 of fact or law, and with the Plaintiff and Defendant (collectively, “Parties”) having waived the
2 right to appeal, and the Court having considered the pleadings and good cause appearing:

3 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

4 1. This Court has jurisdiction over the allegations and subject matter of the Complaint
5 filed in this action, and the Parties to this action; venue is proper in this County; and this Court
6 has the jurisdiction to enter this Judgment. This Judgment is entered pursuant and subject to
7 Business and Professions Code section 17200 et seq. (“UCL”).

8 2. The People of the State of California, by and through its Attorney General, Rob
9 Bonta, is charged with enforcement of, among other things, the UCL.

10 3. Defendant, Amalfi Stone & Masonry Company, Inc., is a California corporation with
11 its principal place of business at 8456 San Fernando Road, Sun Valley, California 91352, in the
12 County of Los Angeles.

13 4. From July 2018 to May 2020, Amalfi Stone & Masonry Company, Inc. employed
14 workers recruited by an out-of-state, unlicensed subcontractor named Fabio Anselmo dba MALU
15 Company, Inc. Fabio Anselmo paid the workers on behalf of Amalfi Stone & Masonry Company,
16 Inc. These payments failed to: withhold taxes; pay overtime wages for overtime hours worked;
17 and to provide accurate, itemized wage statements showing the workers’ hourly rates of pay and
18 total hours worked.

19 5. This Judgment is entered to resolve the investigation of Defendant undertaken by
20 Plaintiff in connection with Defendant’s failure to: withhold and pay all state payroll taxes, pay
21 overtime wages, and provide accurate, itemized wage statements to Defendant’s employees who
22 were recruited and paid by Fabio Anselmo dba MALU Company, Inc.

23 6. This Judgment shall only resolve the Plaintiff’s claims as set forth in the Complaint.
24 Specifically, this Judgment does not bar any action by the California Employment Development
25 Department (“EDD”) to collect penalties and additional interest pursuant to the Unemployment
26 Insurance Code. Further, this Judgment does not bar action by any other California state agency
27 or board including the Contractors State License Board for any of Defendant’s actions specified
28 in the Complaint.

MONETARY PROVISIONS

7. Defendant agrees to pay the sum of FOUR HUNDRED TWENTY-SIX THOUSAND THREE HUNDRED FORTY DOLLARS and SIX CENTS (\$426,340.06) as restitution to the EDD. The restitution amount in this paragraph shall be made by certified check to the EDD in two installments. The first installment of TWO HUNDRED THOUSAND DOLLARS (\$200,000) shall be received within 15 calendar days of the date of entry of this Judgment. The second installment of TWO HUNDRED TWENTY- SIX THOUSAND THREE HUNDRED FORTY DOLLARS and SIX CENTS (\$226,340.06) shall be received no later than June 28, 2024.

8. The checks described in paragraph seven, above, shall include Amalfi Stone & Masonry Company, Inc.'s EDD account number and be delivered to:

EDD
Investigation Division
P.O. Box 59387, MIC 43
Norwalk, CA 90652
Attn: Amelia Fong

9. Defendant agrees to pay the sum of TWO HUNDRED EIGHTY THOUSAND DOLLARS (\$280,000) as restitution for overtime wages owed to Defendant's employees who were recruited and paid by Fabio Anselmo dba MALU Company, Inc. The overtime restitution payments shall be made by wire transfer in three installments pursuant to instructions provided by Plaintiff. The first installment of FIFTY THOUSAND DOLLARS (\$50,000) shall be received within 15 calendar days of the date of entry of this Judgment. The second installment of FIFTY THOUSAND DOLLARS (\$50,000) shall be received by Plaintiff no later than June 28, 2024. The third installment of ONE HUNDRED EIGHTY THOUSAND DOLLARS (\$180,000) shall be received by Plaintiff no later than September 27, 2024.

10. Plaintiff, in its discretion, may determine the eligibility of any worker employed by Defendant during years 2018 through 2020 for the payment of restitution of overtime wages from the amount set forth in paragraph nine. Plaintiff may pay restitution directly to these eligible workers in accordance with any reasonable plan or method, on a full, pro rata, or differential basis. Unclaimed restitution funds under paragraph nine may be utilized towards additional

1 restitution to eligible workers, restitution administration costs if they exceed the sum in paragraph
2 11, or otherwise as an additional civil penalty.

3 11. Defendant shall pay the sum of TWENTY THOUSAND DOLLARS (\$20,000.00) for
4 the fees and costs of a restitution administrator designated by Plaintiff. The amount in this
5 paragraph shall be made by wire transfer pursuant to instructions provided by Plaintiff, and
6 received no later than 15 calendar days of the date of entry of this Judgment. If the total cost of
7 such administration is less than the amount specified in this paragraph, the remaining balance
8 shall be applied towards additional civil penalties designated in paragraph 12 of this Final
9 Judgment.

10 12. Pursuant to Business and Professions Code section 17206, Defendant shall pay ONE
11 HUNDRED THOUSAND DOLLARS (\$100,000) in civil penalties. Payment shall be received no
12 later than December 27, 2024 by wire transfer pursuant to instructions provided by Plaintiff.

13 **INJUNCTION**

14 13. Defendant shall comply with all California state tax and labor laws, including but not
15 limited to:

- 16 a. Withholding and paying all employment taxes as required by the Unemployment
17 Insurance Code;
- 18 b. Paying all of their workers the appropriate premium for overtime hours worked as
19 required by Labor Code section 510;
- 20 c. Providing all of their workers with accurate itemized wage statements as required
21 by Labor Code section 226.

22 **ADDITIONAL PROVISION**

23 14. This Court retains jurisdiction over this Judgment and the Parties hereto for the
24 purpose of enabling either party to the Judgment to apply to the Court at any time for such further
25 orders or directions as may be necessary or appropriate for the construction or the carrying out of

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1 this Judgment, for the modification of any of the injunctive provisions of this Judgment, for
2 enforcement of this Judgment, and for any other purpose authorized by law.

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4 ORDERED AND ADJUDGED at Los Angeles, California.

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7 DATED: _____

JUDGE OF THE SUPERIOR COURT

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