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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SANTA CLARA

CARLOS ALBERTO MUNGUIA FLORES,
individually, and on behalf of other members of
the general public similarly situated,

Plaintiff,

vs.

SIERRA WES WALL SYSTEMS, INC., a
California corporation; APEX
CONSTRUCTION GROUP, INC., a California
corporation; and DOES 1 through 100,
inclusive;

Defendants.

Case No. 21CV375758 (Lead)
Consolidated with 21CV376174

Action Filed: February 3, 2021

**DECLARATION OF JEAN-CLAUDE
LAPUYADE, ESQ. IN SUPPORT OF
PLAINTIFF'S MOTION TO APPROVE
PAGA ACTION SETTLEMENT**

Hearing Date: September 18, 2025
Hearing Time: 1:30 p.m.

Judge: Honorable Charles F. Adams
Dept.: 7

1 I, Jean-Claude Lapuyade, Esq., declare as follows:

2 1. I am the managing partner of the law firm of JCL LAW FIRM, APC, co-lead counsel of
3 record for Plaintiff CARLOS ALBERTO MUNGUIA FLORES (collectively hereinafter “Plaintiff”) in
4 this matter filed against SIERRA WES WALL SYSTEMS, INC. and APEX CONSTRUCTION
5 GROUP, INC. (hereinafter “Defendants”). The following facts are within my own personal knowledge,
6 and if called as a witness, I could testify competently to the matters stated herein.

7 2. This declaration is being submitted in support of Plaintiff’s Motion to Approve PAGA
8 Action Settlement.

9 **I. EXHIBITS**

10 3. A true and correct copy of the fully executed Stipulation of Settlement of PAGA Action
11 and Release of PAGA Claims (“Agreement”) is attached hereto as **Exhibit #1**.

12 4. True and correct copies of Plaintiff’s December 14, 2020, PAGA Notice is attached
13 hereto as **Exhibit #2**.

14 5. A true and correct copy of the August 27, 2025, proof of filing of Motion for Approval
15 of PAGA Action Settlement, is attached hereto as **Exhibit #3**.

16 6. A true and correct copy of the JCL Law Firm, APC, “Transaction Summary” as of August
17 26, 2025, is attached hereto as **Exhibit #4**.

18 7. A true and correct copy of the JCL Law Firm, APC, Firm Resume is attached hereto as
19 **Exhibit #5**.

20 8. The Chief Executive Officer of Apex Class Action, LLC, Sean Hartranft has provided a
21 Declaration in support of the Administrator’s Qualifications. A true and correct copy of the Declaration
22 of Sean Hartranft is attached hereto as **Exhibit #6**.

23 **II. INTRODUCTION**

24 9. An objective evaluation of the proposed Settlement confirms that the relief negotiated on
25 behalf of the Aggrieved Employees and the LWDA is fair and reasonable. The Settlement is a product
26 of informed, adversarial, and non-collusive and mediated negotiations between experienced counsel.
27 As discussed below, the proposed Settlement satisfies all criteria for PAGA settlement approval.
28

1 Accordingly, Plaintiff and Plaintiff's Counsel respectfully request this Court grant approval of the
2 Agreement.

3 **III. PERTINENT FACTUAL AND PROCEDURAL BACKGROUND**

4 10. On December 14, 2020, Plaintiff filed a Notice of Violations with the Labor and
5 Workforce Development Agency (LWDA) and served the same on Defendants.

6 11. On February 3, 2021, Plaintiff filed a Class Action complaint in the Santa Clara Superior
7 Court, Case No. 21CV375758 ("Class Action"), alleging claims for: (1) Violation of California Labor
8 Code §§ 510 and 1198 (Unpaid Overtime); (2) Violation of California Labor Code §§ 226.7 and 512(a)
9 (Unpaid Meal Period Premiums); (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period
10 Premiums); (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum
11 Wages); (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid); (6)
12 Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment); (7) Violation
13 of California Labor Code § 226(a) (Non-Compliant Wage Statements); (8) Violation of California
14 Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records); (9) Violation of California Labor
15 Code §§ 2800 and 2802 (Unreimbursed Business Expenses); and (10) Violation of California Business
16 & Professions Code §§ 17200, et seq.

17 12. On February 17, 2021, Plaintiff filed a Representative Action Complaint in the Santa
18 Clara Superior Court, Case No. 21CV376174, for Violations of the Private Attorneys General Act
19 (Labor Code sections 2698 et seq.) ("PAGA Action").

20 13. On August 18, 2021, this Court consolidated the Class Action and PAGA Action, with
21 the Class Action being the lead case. The consolidated cases now comprise this Action, as defined in
22 Section I(A) of the Agreement.

23 14. On June 2, 2022, the Court granted Defendants' Motion to Compel Arbitration and stayed
24 the class and individual claims. For purposes of mediation, the Parties agreed to mediate only the
25 PAGA claims.

26 15. On July 2, 2024, the Parties participated in an all-day mediation presided over by Hon.
27 Kendall J. Newman (Ret.), a retired jurist and experienced mediator of wage and hour representative
28

1 actions. The mediation did not result in a settlement. Subsequently, the Parties engaged in litigation
2 until they agreed to mediate the Action a second time.

3 16. On October 24, 2024, the Parties participated in a second, all-day mediation presided over
4 by Jason Marsili, Esq., an experienced mediator of wage and hour representative actions. In advance of
5 the mediation, Defendants provided Plaintiff with sufficient information to properly evaluate
6 Defendants' liability exposure for civil penalties to the Aggrieved Employees. The data and documents
7 Defendants produced included, among other things, the total number of Aggrieved Employees and pay
8 periods, written wage and hour policies, and time and payroll records for the Aggrieved Employees.
9 The mediation led to this settlement, which was subsequently memorialized in the form of a
10 Memorandum of Understanding. After reaching an agreement in principle, the Parties drafted and
11 negotiated a long-form Settlement which is the subject of the instant motion. The Settlement was
12 negotiated in light of all known facts and circumstances and the uncertainty associated with litigation –
13 including the risk of Plaintiff not being able to maintain representative claims, the difficulty of proving
14 Plaintiff's claims in a manageable trial, the merits of Defendants' potential defenses, and the significant
15 delay and potential appellate issues inherent to litigation – and was reached after extensive arm's length
16 negotiations, with the assistance of the mediator.

17 17. On May 1, 2025, Plaintiff dismissed the class action claims, without prejudice.

18 18. The Settlement is intended to fully and finally resolve the Released PAGA Claims
19 asserted by Plaintiff on behalf of the Aggrieved Employees and the State of California. This is only a
20 settlement of the PAGA claims for civil penalties and is not a class settlement and does not release the
21 individual claims, if any, of the Aggrieved Employees other than those of Plaintiff. This Settlement
22 does not release any claim that is not a PAGA claim, nor does this Settlement waive Defendants' right
23 to assert *res judicata* or other available defense to any asserted claim or lawsuit.

24 19. Pursuant to California Labor Code Section 2699(1), Plaintiff is providing a copy of the
25 Agreement and this motion to the LWDA concurrently with the filing of the instant motion for
26 settlement approval as set forth in the accompanying proof of service. Additionally, Plaintiff will submit
27 to the
28

Labor Code Section	Penalty Amount	Maximum Penalties	Discount Applied	Realistic Penalties
<i>Meal Period Violations</i> Cal. Lab. Code §§ 226.7 and 512	\$50	\$1,012,500	85%	\$151,875
<i>Rest Period Violations</i> Cal. Lab. Code §§ 226.7 and 512	\$50	\$1,012,500	85%	\$151,875
<i>Unpaid Wages</i> Cal. Lab. Code §§ 201, 202, 203, 204, 510, 1194, 1197, 1997.1 1198 and 558	\$50	\$4,050,000	10%	\$3,645,000
<i>Wage Statement Violations</i> Cal. Lab. Code § 226(a)	\$50	\$4,050,000	20%	\$3,240,000
<i>Business Reimbursement Violations</i> Cal. Lab. Code § 2802	\$100	\$2,025,000	90%	\$202,500
<i>Waiting Time Penalties</i> Cal. Lab. Code § 203	\$100	\$25,300	50%	\$12,650

LWDA a copy of the Court's judgment and order approving the Agreement within ten (10) days after entry of judgment or order.

20. On August 1, 2025, Defendants provided the Claims Administrator with the Employee Data. Using the Employee Data, the Claims Administrator determined the actual number of Pay Periods worked during the PAGA Period to be 88,891.

IV. THE SETTLEMENT IS FAIR AND REASONABLE

21. The Gross Settlement Amount of \$1,680,000.00 is fair and reasonable considering the nature and magnitude of the being settled and the various potential impediments to recovery. The various models were informed by PAGA Counsel's investigation, including the analysis of a significant sample of time and payroll data. PAGA Counsel projected Defendants' liability exposure ranged between \$7,403,900.00 ("Realistic Penalties") and \$12,175,300 ("Maximum Penalties") in PAGA penalties. This range reflects the uncertainty regarding several of the claims. Thus, the Gross Settlement Amount represents a recovery of between 22.69% ("Realistic Penalties") and 13.80% ("Maximum Penalties") of Defendants' potential exposure based on Plaintiff's alleged claims. Defendants' exposure is detailed below.

22. Plaintiff alleges that Defendants failed to provide compliant meal periods in violation of Cal. Lab. Code § 512. Specifically, Plaintiff alleges that Defendants failed to record the actual time that Aggrieved Employees worked. Instead, Defendants required Aggrieved Employees to sign off on fictitious handwritten timecards, reflecting their scheduled hours, including a 30-minute meal period

1 taken at the same time every day. Plaintiff contends that these records do not accurately record the start
2 and stop times for meal periods and, more importantly, do not reflect missed, late or short meal periods.
3 As a result, all of the recorded meal periods reflected exactly thirty (30) minutes, which Plaintiff argued
4 creates a presumption of a meal period violation.

5 23. Defendants raised a number of defenses to this claim. Defendants argued that they
6 maintained complaint meal period policies and, in practice, provided its employees with the opportunity
7 to take compliant meal periods. Defendants argued, and the documents in fact reflect, that the written
8 time records evidence nearly a 100% meal period compliance rate. Finally, Defendants argued that the
9 manageability of this claim is difficult to prove as it is dependent on each Aggrieved Employee's
10 testimony based on their individual experiences with their assigned crew and supervisors, rather than
11 based on Defendants' company-wide policies or practices.

12 24. Consequently, Plaintiff applied an 85% discount to this claim. Plaintiff assigned \$50 per
13 meal break violation and estimated that Defendants' exposure for this claim ranged from \$151,875 to
14 approximately \$1,012,500.

15 25. In assigning \$50 per meal break violation when calculating Defendants' exposure under
16 PAGA, Plaintiff considered a variety of defenses presented by Defendants, all of which resulted in
17 Plaintiff discounting the value of their PAGA claims for purposes of this analysis. Defendants argued
18 that increased civil penalties for subsequent violations do not apply unless the plaintiff can present
19 evidence that the Labor Commissioner or a court notified the employer that it was in violation of the
20 Labor Code. (*Gunther v. Alaska Airlines, Inc.* (2021) 72 Cal.App.5th 334, 355-356, citing *Bernstein v.*
21 *Virgin America, Inc.* (2021) 3 F.4th 1127, 1144; see *Amaral v. Cintas Corp. No. 2* (2008) 163
22 Cal.App.4th 1157, 1209 ["Until the employer has been notified that it is violating a Labor Code
23 provision ... the employer cannot be presumed to be aware that its continuing underpayment of
24 employees is a 'violation' subject to penalties."].)

25 26. Separately, Defendants argued that courts have considerable discretion to reduce the
26 penalty awards under PAGA. In *Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504, the trial
27 court reduced the maximum PAGA penalty amount by 90%. The Court of Appeal affirmed a judgment
28 after trial which only provided for a PAGA penalty of \$5 per pay period.

1 27. In *Magadia v. Wal-Mart Associates, Inc.* (2019) 384 F.Supp.3d 1058, a federal court
2 reduced PAGA penalties by 66.4%. In *Fleming v. Covidien*, 2011 U.S. Dist. LEXIS 154590 (C.D. Cal.
3 2011), a federal court reduced PAGA penalties from \$2,800,000 to \$500,000, a reduction of 82.2%
4 because the court found maximum penalties “unjust” because the employees had suffered no injuries.
5 Some trial courts have even awarded no civil penalties, even when Labor Code violations are
6 established. (See *In re Nordstrom Com. Cases* (2010) 186 Cal.App.4th 576, 589 (affirming an award of
7 \$0 in PAGA penalties in a wage and hour class action); *In re Taco Bell Wage & Hour Actions*, 2016
8 U.S. Dist. LEXIS 48557, *40-43 (E.D. Cal. Apr. 6, 2016) (PAGA penalties denied after trial).)
9 Accordingly, it is unlikely that Plaintiff would recover full penalty amounts even if they prevailed in
10 establishing the underlying Labor Code violations. Plaintiff is not aware of any Court in California that
11 has awarded the full \$100 per pay period rate, let alone the subsequent rate of \$200 per pay period.

12 28. Plaintiff further alleges that Defendants failed to provide compliant rest periods.
13 Specifically, Plaintiff alleges that Aggrieved Employees were not authorized to take rest breaks. In
14 addition, Defendants’ written policies required employees to remain on premises for rest periods.

15 29. Defendants argue that its rest period policy is fully compliant with California law and that
16 Plaintiff’s rest break claim would have mainly relied on the testimony of Aggrieved Employees, making
17 it a riskier claim. Establishing liability likely would have entailed competing testimony stating that rest
18 breaks were voluntarily waived. See, e.g., *Ordonez v. Radio Shack, Inc.* (C.D. Cal. Jan. 17, 2013) 2013
19 WL 210223, at *11 (“Because of the competing testimony before the Court, plaintiff’s evidence that
20 defendant may have an illegal, written rest break policy is insufficient for this Court to find that common
21 issues predominate.”); *Villa v. United Site Servs. of California, Inc.* (N.D. Cal. Nov. 13, 2012) 2012
22 WL 5503550, at *8 (“Indeed, Plaintiff’s own evidence confirms that the written policy does not generate
23 uniform practices.”).

24 30. Accordingly, Plaintiff applied an 85% discount to this claim and assigned \$50 per rest
25 break violation due to the reasons stated above. Plaintiff estimated that Defendants’ exposure for this
26 claim ranged from \$151,875 to approximately \$1,012,500.

27 31. Plaintiff alleges that Defendant failed to pay all wages due to Plaintiff and Aggrieved
28 Employees, based on two separate theories of liability. First, Plaintiff alleges that Defendants underpaid

1 employees as a result of their unlawful fictitious and artificial timekeeping system. Specifically,
2 Plaintiff and other Aggrieved Employees were required to sign off on handwritten timecards reflecting
3 their scheduled hours, without any regard to the amount of time they actually worked. As a result,
4 Plaintiff and Aggrieved Employees forfeited compensation, including overtime wages, for all the time
5 they spent working under Defendants' control. Second, Plaintiff alleges that Defendants failed to
6 compensate piece-rate employees for non-productive time. Specifically, employees engaged in several
7 hours of non-productive time, including time spent driving to and from job sites and communicating
8 with supervisors regarding work assignments. However, Plaintiff alleges that Defendants failed to
9 compensate piece-rate employees for this non-productive time separate from any piece-rate
10 compensation.

11 32. Defendants vigorously denied liability for this claim. As a preliminary matter, Defendants
12 maintain that all hours worked were entered on timecards by the employees and not the employer.
13 Defendants argued that they instructed employees to accurately fill out their timecards to accurately
14 reflect all hours worked, and that employees certified the accuracy of these time entries. Defendants
15 argued that they were entitled to rely on the accuracy of the time entries made by its employees. Further,
16 Defendants argued that they paid Aggrieved Employees for all of their time worked, including separate
17 compensation for non-productive time.

18 33. Accordingly, Plaintiff applied a 10% discount to this claim and assigned \$50 per violation
19 due to the reasons stated above. Plaintiff estimated that Defendants' exposure for this claim ranged from
20 \$3,645,000 to approximately \$4,050,000.

21 34. Plaintiff alleges that Defendants failed to adequately reimburse Plaintiff and Aggrieved
22 Employees for the use of their personal cell phones and vehicles in direct consequence and discharge
23 of their work duties. Specifically, Plaintiff and other Aggrieved Employees were required to use their
24 personal vehicles to drive to job sites and were required to use their personal cell phones to communicate
25 with supervisors regarding work assignments. Plaintiff alleges that they were not reimbursed mileage
26 or for personal cell phone usage by Defendants. Defendants maintain that they had proper policies and
27 procedures in place to reimburse employees for personal cell phone usage and milage associated with
28

1 the use of their personal vehicles. Additionally, Defendants produced paystubs evidencing
2 compensation for “Phone Reim” beginning on January 20, 2021.

3 35. Accordingly, Plaintiff applied a 90% discount to this claim and assigned \$100 per
4 violation pursuant to Cal. Lab. Code § 2699(f). Plaintiff estimated that Defendants’ exposure for this
5 claim ranged from \$202,500 to approximately \$2,025,000.

6 36. Plaintiff further alleges that Defendants provided facially non-compliant wage statements
7 in violation of Labor Code 226(a). Specifically, Plaintiff alleges that Defendants expressly violated
8 Labor Code section 226(a) because they failed to identify the number of piece-rate units earned and any
9 applicable piece rate as required under Labor Code 226(a)(3).

10 37. Defendants argue that even if they failed to furnish accurate wage statements, Plaintiffs
11 cannot establish that their failure was knowing and intentional or that such failure resulted in actual
12 harm to the Aggrieved Employees. Further, Defendants argue that this claim is derivative of the other
13 claims asserted by Plaintiff, and that any such penalties associated with this claim would constitute
14 improper “stacking.”

15 38. Accordingly, Plaintiff applied a 20% discount to this claim and assigned \$50 per violation
16 due to the reasons stated above. Plaintiff estimated that Defendants’ exposure for this claim ranged from
17 \$3,240,000 to approximately \$4,050,000.

18 39. Plaintiff also alleges that the Defendants’ Labor Code violations resulted in derivative
19 liability for waiting time penalties. Defendants argue that Plaintiffs cannot prove the “willful” prong
20 needed to obtain waiting time penalties under Labor Code section 203. Additionally, for the reasons
21 stated above, *Naranjo v. Spectrum Security Services, Inc.*, 15 Cal. 5th 1056 (2024), creates difficulty in
22 Plaintiff succeeding in a purely derivative waiting time penalty claim. Notwithstanding the uncertain
23 nature of the claims, PAGA Counsel’s Conservative Model discounted the waiting time penalty claim
24 by 50% and estimated Defendants’ exposure for these claims ranged between \$12,650 and \$25,300.

25 40. In light of the above, the Gross Settlement Amount is between approximately 22.69%
26 (“Realistic Penalties”) and 13.80% (“Maximum Penalties”) of Defendants’ potential PAGA exposure.
27 The Gross Settlement Amount compares favorably to the likely recovery of PAGA penalties through
28 continued litigation.

1 41. Defendants' maximum exposure to PAGA penalties is not a realistic outcome of the
2 litigation because it fails to account for the risks of continued litigation including, but not limited to,
3 Defendants' defenses. Here, Defendants argue that they can only be assessed civil penalties for actual
4 violations of the Labor Code. *See* Cal. Lab. Code § 2699, subd. (f)(2). In other words, to recover any
5 civil penalties, Plaintiff would be required to prove the underlying Labor Code violations. (*Cardenas v.*
6 *McLane Foodservice, Inc.*, 2011 U.S. Dist. LEXIS 13126, *10 (C.D. Cal. 2011) ["Given the statutory
7 language [of PAGA], a plaintiff cannot recover on behalf of individuals whom the plaintiff has not
8 proven suffered a violation of the Labor Code by the defendant."].) To do this, Plaintiff would need to
9 prove each Aggrieved Employee was subject to the alleged Labor Code violation. Thus, Defendants
10 contend that Plaintiff would be required to "prove Labor Code violations with respect to each and every
11 individual on whose behalf plaintiff seeks to recover civil penalties under PAGA." *Hibbs-Rines v.*
12 *Seagate Technologies*, 2009 WL 513496, *4 (N.D. Cal. Mar. 2, 2009).

13 42. Lastly, the maximum penalty figure does not consider that Courts have complete
14 discretion to "award a lesser amount than the maximum civil penalty amount specified [by PAGA] if,
15 based on the facts and circumstances of the particular case, to do otherwise would result in an award
16 that is unjust, arbitrary and oppressive, or confiscatory." Cal. Lab. Code § 2699, subd. (e)(2). In fact,
17 courts routinely exercise their authority to reduce PAGA penalties by 85% to 95%. *See e.g. Carrington*
18 *v. Starbucks Corp.*, 30 Cal. App. 5th 504, 529 (2018) (reducing PAGA penalties to \$5 per pay period;
19 "Although the trial court may have disagreed with Starbucks regarding the issue of liability, it clearly
20 took the circumstances proffered by Starbucks into consideration when it imposed the penalty ... only
21 \$5 per initial violation"); *Kaanaana v. Barrett Bus. Servs., Inc.*, 29 Cal. App. 5th 778, 788 (2018),
22 review granted on other grounds (noting that the trial court "exercised its discretion to reduce the
23 [PAGA] penalties to 13 percent of the full amount [requested, because] [o]n average, plaintiffs were
24 deprived of 13 percent of the 30-minute meal period"); *Fleming v. Covidien, Inc.*, 2011 WL 7563047,
25 *4 (C.D. Cal. 2011) (exercising discretion to reduce the maximum amount of PAGA civil penalties for
26 plaintiffs' section 226 claims from \$2,800,000 to \$500,000 because the employees suffered no injuries
27 as a result of the erroneous wage statements and made no complaints about the errors or omissions in
28 the wage statements, thus reducing the maximum penalty by 82%); *see also, Gola v. University of San*

1 *Francisco*, San Francisco Superior Court Case No. CGC-18-5655018, Proposed Statement of Decision,
2 dated July 21, 2020, Judge Curtis A. Karnow of San Francisco Complex (concluding after a full-blown
3 bench trial that a penalty of 15% of the maximum PAGA penalties was the appropriate penalty). The
4 gross amount obtained by PAGA Counsel is reasonable in light of Defendants' arguments.

5 43. Given Defendants' defenses to the claimed Labor Code violations at issue, and the risks
6 and costs of continued litigation, Plaintiff and PAGA Counsel believe that the Gross Settlement Amount
7 is fair and reasonable. This Settlement was negotiated by experienced counsel at arm's length. The
8 LWDA has been provided notice of this motion and the PAGA Settlement, and the decision of LWDA
9 to accept the PAGA Settlement and not oppose the motion should be given considerable weight.
10 Moreover, the LWDA is a sophisticated government entity that can assert and protect its own rights.

11 **V. THE PAGA COUNSEL AWARD IS FAIR AND REASONABLE**

12 44. Plaintiff's Counsel seeks approval of attorneys' fees in the amount of \$588,000.00 (thirty-
13 five percent of the Gross Settlement Amount) and reimbursement attorneys' expenses not to exceed
14 \$60,000.00¹ for reimbursement of actually incurred litigation expenses. PAGA does not have any
15 requirements for reviewing attorneys' fees, and Plaintiff's position is that the payment of attorneys'
16 fees and costs in this Settlement is a matter of contract for a contingent representation. Nevertheless,
17 should this Court review the requested attorneys' fees, the requested fees and costs are reasonable for
18 experience wage and hour counsel.

19 45. The requested attorneys' fee of \$588,000.00 and reimbursement of litigation expenses of
20 up to \$60,000.00 is fair, reasonable, and justified by the result achieved. Agreement at §§ III(J)(8),
21 III(X). Plaintiff's Counsel negotiated a recovery of \$1,680,000.00, and this result justifies the requested
22 fees equal to thirty-five percent of this recovery. At the time this case was brought, the result was far
23 from certain. Defendants' defenses to the merits of the case created difficulties with proof and complex
24 legal issues for PAGA Counsel to overcome. Here, as noted above in section IV, several defenses
25 asserted by Defendants present serious threats to the claims of Plaintiff and the Aggrieved Employees.
26 While Plaintiff believes that these defenses could be overcome, Defendants maintain that these defenses
27 have merit and therefore present a serious risk to recovery. The Settlement was possible because, in
28

¹ As detailed *infra*, at the time of filing this motion, Plaintiff's Counsel incurred \$23,708.52 litigating this matter.

1 PAGA Counsels' eyes, PAGA Counsel was able to persuade Defendants that there was an appreciable
2 risk that Plaintiff would prevail on the factual and legal issues underlying liability and overcome
3 difficulties in proof as to monetary relief.

4 46. Plaintiff and the Aggrieved Employees are represented by competent and experienced
5 counsel to pursue their claims. I established the JCL Law Firm, APC ("Firm"), in 2010. The Firm is a
6 boutique plaintiff firm representing aggrieved employees and consumers throughout California in wage
7 and hour class actions and complex multi-party product liability matters. Throughout this case, the Firm
8 has consisted of myself, Jean-Claude Lapuyade, Esq. (Partner/Owner), Monnett De La Torre, Esq.
9 (Former Senior Associate), Sydney Castillo-Johnson, Esq. (Associate Attorney), Perssia Razma, Esq.
10 (Associate Attorney), Andrea Amaya, Esq. (Former Associate Attorney), Johnny Nitti, Esq. (Associate
11 Attorney), Tesla Stone (Senior Paralegal and Office Manager), Jennifer Heming (Paralegal), Andrew
12 Ward (Law Clerk), and Sara Chrestensen (Legal Assistant).

13 47. I am qualified to represent the Plaintiff, the State of California, and the Aggrieved
14 Employees. I have extensive experience with wage and hour class and representative actions litigation
15 like this matter, and employment matters in general. Additionally, I have extensive complex mass tort
16 litigation experience and complex construction product liability experience. I can, will and have
17 adequately represented the interests of Plaintiff, the State of California, and the Aggrieved Employees
18 throughout this action.

19 48. I have represented consumers and employees in California class actions, and complex
20 multi-party product liability actions exclusively for more than 17 years. I have been in practice as a
21 plaintiffs' civil litigation attorney since April 2007.

22 49. Since 2010, I have successfully tried two (2) cases to conclusion, each resulting in a
23 favorable verdict for the firm's clients.

24 50. Finally, I have published appellate experience in *William Blanchette et al., v. The*
25 *Superior Court of Imperial County, (GHA Enterprises)*, 8 Cal.App.5th 521, *Duran v. EmployBridge*
26 *Holding Co. LLC* (2023) 92 Cal.App.5th 59.

27 51. Consequently, I was named to the prestigious Thomson Reuters, Super Lawyers, Rising
28 Star in 2015, 2016, 2017 and, again, in 2018. According to Thomson Reuters, the Super Lawyers, Rising

Star list recognizes the top 2.5% of eligible attorneys. (see https://www.superlawyers.com/about/selection_process.html.) Additionally, I was named a 2025 Super Lawyer in Employment Law by Thompson Reuters.

52. PAGA Counsel were opposed in this litigation by highly capable counsel at Palmer Kazanjian Wohl Hodson LLP, which is a highly regarded defense firm, vigorously advocated on behalf of Defendants. In the face of such experienced opposition, PAGA Counsel was able to develop an effective case strategy to combat Defendants' defenses and negotiate with counsel for Defendants to settle the case for an amount that provides real benefit to the Aggrieved Employees with reasonable hours expended.

53. In assessing the reasonableness of the billing rates for the attorneys and staff at the JCL Law Firm, APC, the firm refers to the "*Laffey Matrix*" to set our hourly billing rates. See <http://www.laffeymatrix.com/>. The *Laffey Matrix* is a fee schedule used by many courts throughout the United States, including some California state courts and California Federal District Courts. The *Laffey Matrix* is a well-established objective source that California courts have relied on in assessing hourly rates since 2005. (see *In Re HPL Technologies, Inc. Securities Litigation*, 366 F.Supp.2d 912, 921 (N.D. Cal. 2005) (Confirming use of the *Laffey Matrix* adjusted to account for locality pay differentials); *Rubalcaba v. Albertson's, LLC*, No. BC528755, 2017 WL 4330597, at *4 (Cal. Super. Ct. May 25, 2017), reversed on other grounds.)

54. The attorneys and staff at the JCL Law Firm, APC, have been providing extensive class action services throughout state and federal courts in California for more than seventeen years. Since its founding, the JCL Law Firm, APC, has recovered more than \$100 million dollars for its clients.

55. When comparing the billing rates for the staff and attorneys at the JCL Law Firm, APC with the *Laffey Matrix*, the attorneys and staff at the JCL Law Firm, APC, either bill near or below the rate for similarly skilled and tenured legal professionals:

///

Name	Laffey Matrix Fee	Actual Billing Rate
Jean-Claude Lapuyade, Esq. (Managing Attorney)	\$948	\$850
Monnett De La Torre, Esq. (Former Associate and Handling Attorney)	\$948	\$625
Perssia Razma, Esq. (Handling Attorney)	\$473	\$500
Andrea Amaya (Former Associate and Handling Attorney)	\$473	\$500

56. Moreover, The JCL Law Firm's rates are comparable to those judicially approved for other plaintiffs' firms, such as Baron & Budd (rates ranging from \$775 for the requested partner to \$390-\$630 for non-partners), Western Comden Casselman & Essensten (rates ranging from \$670-\$750 for partners and \$300-\$500 for associates), and Blood Hurst & Rearden (\$510-\$695 for partners). See *Aarons v. BMW of North America*, No. 11-7667-PSG, 2014 U.S. Dist. LEXIS 118442, *40-41 (C.D. Cal. Apr. 29, 2014). Other Southern California courts have approved hourly rates in the requested range. See e.g., *Kearney v. Hyundai Motor Am.*, 2013 U.S. Dist. LEXIS 91636, *24 (C.D. Cal. June 28, 2013) (approving hourly rates of \$650 -\$800 for senior attorneys in consumer class action); *Parkinson v. Hyundai Motor America*, 796 F.Supp.2d 1160, 1172 (C.D. Cal. 2010)(approving hourly rates between \$445 and \$675); *Faigman v. AT&T Mobility, LLC*, 2011 U.S. Dist. LEXIS 15825, *2 (N.D. Cal. Feb. 15, 2011)(Approving hourly rates of \$650 an hour for partners and \$500 for associates); *Richard v. Ameri-Force Mgmt. Servs., Inc.*, No 37-2008-00096019 (San Diego Superior Court, August 27, 2010)(\$695 to \$750 an hour for partners and \$495 for associates); *Barrera v. Gamestop*, No. CV 09-1399 (C.D. Cal. Nov. 29, 2010)(\$700 for partners and \$475 for associates); *Anderson v. Nextel Retail Stores, LLC*, No. CV 07-4480 (C.D. Cal. June 20, 2010)(\$655- \$750 for partners and \$300 – 515 for associates); *Luquetta v. Regents of Cal.*, CGC-05-443007 (San Francisco Sup. Ct.) (approving 2012 partner rates between \$550 and \$850 per hour); and *Holoway v. Best Buy Co.*, C-05-5056-PJH

1 (MEJ)(N.D. Cal.)(approving 2011 partner rates between \$825 and \$700, and associates hourly rates
2 between \$355 and \$405 an hour).

3 57. Moreover, the Firm's billing rates have been approved within the last twelve months by
4 California Superior Court judges. (See generally *Bartram v. Lakeshore Learning Materials, LLC*, Los
5 Angeles Superior Court Case No. 23STCV21174 (July 3, 2025) Hon. Laura A. Seigle approved an \$850
6 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class
7 Counsel; *Garcia v. Hilton Resorts Corporation, et al.*, San Diego Superior Court Case No. 37-2023-
8 00024664-CU-OE-CTL (July 25, 2025) Hon. Loren Freestone approved an \$850 billing rate and
9 appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel; *Lowe v. Ash's*
10 *First LLC, et al.*, San Diego Superior Court Case No. 37-2022-00010114 (August 8, 2025) Hon Carolyn
11 M. Caietti approved an \$850 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law
12 Firm, APC, as Class Counsel; *Solis v. 51st St. & 8th Ave. Corp., et al.*, San Diego Superior Court Case
13 No. 37-2023-00021359-CU-OE-CTL (August 8, 2025) Hon Carolyn M. Caietti approved an \$850
14 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel.)

15 58. The Firm's credential are reflected in the JCL Law Firm, APC, Firm Resume, a true and
16 correct copy of which is attached hereto as Exhibit #5. Some of the major cases the Firm has undertaken
17 are also set forth in Exhibit #5.

18 59. As of the date of filing, The JCL Law Firm, APC incurred a total lodestar of \$119,350.00
19 for 163 hours worked by attorneys and staff successfully litigating this matter. I have reviewed my
20 firm's lodestar in this matter and believe the charges are reasonable and were reasonably necessary to
21 the conduct of the case. A detailed breakdown of the total fees and the services performed by The JCL
22 Law Firm, APC on this case will be made available for in camera review upon request from the Court.

23 60. Additionally, the attorneys and staff at co-counsel the Zakay Law Group, APLC ("ZLG"),
24 billed \$50,160.00 for 62.70 hours successfully litigating this action, and the attorneys and staff at co-
25 counsel Lawyers for Justice, PC ("LFJ") billed \$157,845.00 for 185.70 hours, at a blended rate of \$850,
26 successfully litigating this action. A detailed breakdown of the total fees and the services performed by
27 Zakay Law Group, APLC, on this case will be made available for in camera review upon request from
28 the Court.

61. Collectively, PAGA Counsel spent a total of 411.4 hours successfully litigating this matter for a total combined loadstar of \$327,355.00. Thus, the attorneys' fee request is equal to PAGA Counsel's loadstar with a 1.8 multiplier.

62. PAGA Counsel's loadstar is summarized by firm below:

<u>FIRM</u>	<u>Hours</u>	<u>Total</u>
JCL Law Firm, APC	163	\$119,350.00
Zakay Law Group, APLC	62.70	\$50,160.00
Lawyers for Justice, PC	185.70	\$157,845.00
Total	411.4	\$327,355.00

63. Prior to incurring costs for filing of this motion, PAGA Counsel collectively expended \$23,708.52 prosecuting this action (JCL Law Firm, APC - \$6,819.50; Zakay Law Group, APLC - \$6,642.50; Lawyers for Justice, PC., - \$10,246.52.).

64. PAGA Counsel's out-of-pocket expenses are the types of expenses normally charged to paying clients including the following: filing fees; copying; postage; mediation fees; and expert costs, which were all incurred during, and were necessary for the successful prosecution of, the litigation and, therefore, should be reimbursed.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 27th day of August 2025, at San Diego, California.

By: 
Jean-Claude Lapuyade

EXHIBIT 1

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)

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Attorneys for Plaintiff

(Additional Counsel Continued on Next Page)

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SANTA CLARA

CARLOS ALBERTO MUNGUIA FLORES,
individually, and on behalf of other members
of the general public similarly situated;

Plaintiff,

vs.

SIERRA WES WALL SYSTEMS, INC., a
California corporation; APEX
CONSTRUCTION GROUP, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 21CV375758 (Lead)

[Consolidated with 21CV376174]

**STIPULATION OF SETTLEMENT OF
PAGA ACTION AND RELEASE OF
PAGA CLAIMS**

1 **LAWYERS FOR JUSTICE, PC**

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2 Melissa LeBlanc-Mansell, Esq.

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12 T: (916) 442-3552

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13 lkazanjian@pkwhlaw.com

cblanas@pkwhlaw.com

14 Attorneys for Defendants

1 This Stipulation of Settlement of PAGA Action and Release of PAGA Claims is entered into
2 by and between Plaintiff Carlos Alberto Munguia Flores (hereinafter “Plaintiff”), in his
3 representative capacity on behalf of the State of California and fellow Aggrieved Employees, and
4 Defendants Sierra Wes Wall Systems, Inc. and Apex Construction Group, Inc. (hereinafter
5 “Defendants”):

6 **I. DEFINITIONS**

- 7 A. “Action” means the putative class action and PAGA lawsuit designated *Carlos*
8 *Alberto Munguia Flores v. Sierra Wes Wall Systems, Inc.*, filed on February 3, 2021,
9 in Santa Clara Superior Court, Case No. 21CV375758.
10
11 B. “Aggrieved Employees” means all current and former hourly-paid or non-exempt
12 employees who worked for Defendants in California at any time during the PAGA
13 Period.
14
15 C. “Aggrieved Employee Payment” means the Aggrieved Employee’s pro rata share of
16 25% of the PAGA Payment calculated according to the number of Pay Periods
17 worked during the PAGA Period.
18
19 D. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of
20 PAGA Action and Release of PAGA Claims.
21
22 E. “Claims Administrator” means Apex Class Action LLC, located at 18 Technology
23 Drive, Suite 154 Irvine, CA 92618; Tel: (800) 355-0700. The Claims Administrator
24 establishes, designates, and maintains a QSF under Internal Revenue Code section
25 468B and Treasury Regulation section 1.468B-1 into which the amount of the Gross
26 Settlement Amount is deposited for the purpose of resolving the claims in the Action
27 on behalf of the LWDA and the Aggrieved Employees. The Claims Administrator
28 shall maintain the funds until distribution in an account(s) segregated from the assets
of Defendants and any person related to Defendants. *All accrued interest shall be*

paid and distributed to the Aggrieved Employees as part of their respective share of the Aggrieved Employee Payment.

F. "Claims Administration Costs" means the amount to be paid for the costs of administration of the Settlement from the Gross Settlement Amount in an amount not to exceed \$7,690.00.

G. "Court" means the Superior Court for the State of California, County of Santa Clara presiding over the Action.

H. "Defendants" means Sierra Wes Wall Systems, Inc. and Apex Construction Group, Inc.

I. "Effective Date" means the date upon which approval of the PAGA Settlement is granted by the Court.

J. "Employee Data" means information regarding Aggrieved Employees that Defendants will in good faith compile from its records and provide to the Claims Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include: each Aggrieved Employee's full name; last known address; Social Security Number; start dates and end dates of employment; and any other information the Claims Administrator deems necessary to accurately calculate the number of Pay Periods worked by each Aggrieved Employee during the PAGA Period.

K. "Funding Date" shall mean the date by which Defendants have paid the entire Gross Settlement Amount to the Claims Administrator in accord with the terms of this Agreement. Defendants shall pay the Gross Settlement Amount to the Claims Administrator within sixty (60) days of the Effective Date.

L. "Gross Settlement Amount" means the One Million Six Hundred Eighty Thousand Dollars and Zero Cents (\$1,680,000.00) payment of all claims, which Defendants

1 shall pay into the QSF in connection with this Settlement, inclusive of Claims
2 Administration Expenses, PAGA Counsel Award, and PAGA Payment.

3 M. "LWDA" means the California Labor and Workforce Development Agency.

4 N. "LWDA Payment" means the 75% of the PAGA Payment paid to the LWDA under
5 Labor Code section 2699, subd. (i).
6

7 O. "Notice of PAGA Settlement" means the notice to be provided to the Aggrieved
8 Employees by the Claims Administrator in the form set forth as Exhibit A to this
9 Agreement.

10 P. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,
11 Labor Code § 2698, *et seq.*
12

13 Q. "PAGA Counsel" means Jean-Claude Lapuyade of JCL Law Firm, APC, Shani O.
14 Zakay of Zakay Law Group, APLC and Edwin Aiwazian of Lawyers for Justice, PC.

15 R. "PAGA Counsel Award" means the award of attorneys' fees and reimbursement of
16 litigation expenses that the Court authorizes to be paid to PAGA Counsel for the
17 services they have rendered to Plaintiff, the State of California, and the Aggrieved
18 Employees consisting of attorneys' fees not to exceed 35% of the Gross Settlement
19 Amount plus reimbursement of litigation expenses of up to \$60,000. To the extent
20 that the Court approves less than the PAGA Counsel Award that PAGA Counsel
21 requests, the difference between the requested and awarded amounts will be
22 reallocated to the Gross Settlement Amount. PAGA Counsel's award of attorneys'
23 fees shall be divided by PAGA Counsel as follows: 32.5% to JCL Law Firm, APC,
24 32.5% to Zakay Law Group, APLC and 35% to Lawyers for Justice, PC.
25

26 S. "PAGA Payment" means the Gross Settlement Amount minus Claims Administration
27 Expenses and PAGA Counsel Award. The PAGA Payment will be allocated so that
28

75% of the payment will be paid to the Labor & Workforce Development Agency (“LWDA Payment”) and 25% will be paid to Aggrieved Employees (“Aggrieved Employee Payment”). The allocation of payment of claims among the Aggrieved Employees shall be paid based on the number of pay periods worked during the PAGA Period. Aggrieved Employees will be issued Form 1099 for the Aggrieved Employee Payments.

T. “PAGA Payment Ratio” means the respective Pay Periods worked during the PAGA Period for each Aggrieved Employee divided by the total of the Pay Periods for all Aggrieved Employees during the PAGA Period.

U. “PAGA Period” means the period from December 14, 2019, to the earlier of 1) December 31, 2024, or 2) in the event the total number of pay periods worked by Aggrieved Employees between December 14, 2019, and December 31, 2024, exceeds 81,000 by more than 10% as stated in paragraph III.A.2 below, Defendants may elect to have the PAGA Period end on the date on which the total pay periods worked by the Aggrieved Employees reach 81,000.

V. “Parties” means Plaintiff and Defendants, collectively, and “Party” shall mean either Plaintiff or Defendants, individually.

W. “Pay Period” for purposes of calculating the distribution of the Aggrieved Employee Payment, as defined herein, means any Pay Period during which an Aggrieved Employee was employed by Defendants and received compensation during the PAGA Period in California.

X. “Plaintiff” or “PAGA Representative” means Carlos Alberto Munguia Flores.

1 Y. “Qualified Settlement Fund” or “QSF” means the Qualified Settlement Fund
2 established, designated, and maintained by the Claims Administrator to fund the
3 Gross Settlement Amount.

4 Z. “Released PAGA Claims” means all PAGA claims alleged in the operative complaint
5 in the Action and Plaintiff’s PAGA notice to the LWDA which occurred during the
6 PAGA Period, and expressly excluding all other claims, including claims for vested
7 benefits, wrongful termination, unemployment insurance, disability, social security,
8 workers’ compensation, and PAGA claims outside of the PAGA Period.

9 AA. “Settlement” means the disposition of the Action pursuant to this Agreement.

10
11 **II. RECITALS**

12 A. On December 14, 2020, Plaintiff filed a Notice of Violations with the Labor and
13 Workforce Development Agency (LWDA) and served the same on Defendants.

14 B. On February 3, 2021, Plaintiff filed a Class Action complaint in the Santa Clara
15 Superior Court, Case No. 21CV375758 (“Class Action”), alleging claims for:

- 16 1. Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- 17 2. Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period
18 Premiums);
- 19 3. Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- 20 4. Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid
21 Minimum Wages);
- 22 5. Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely
23 Paid);
- 24 6. Violation of California Labor Code § 204 (Wages Not Timely Paid During
25 Employment);
- 26
- 27
- 28

1 7. Violation of California Labor Code § 226(a) (Non-Compliant Wage
2 Statements);

3 8. Violation of California Labor Code § 1174(d) (Failure To Keep Requisite
4 Payroll Records);

5 9. Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed
6 Business Expenses); and

7 10. Violation of California Business & Professions Code §§ 17200, et seq.

8
9 C. On February 17, 2021, Plaintiff filed a Representative Action Complaint in the Santa
10 Clara Superior Court, Case No. 21CV376174, for Violations of the Private Attorneys
11 General Act (Labor Code sections 2698 et. seq.) (“PAGA Action”).

12 D. On August 18, 2021, this Court consolidated the Class Action and PAGA Action,
13 with the Class Action being the lead case. The consolidated cases now comprise this
14 Action, as defined in Section I(A).

15 E. On June 2, 2022, the Court granted Defendants’ motion to compel arbitration and
16 stayed the class and individual claims. For purposes of mediation, the Parties agreed
17 to mediate only the PAGA claims.

18
19 F. On October 24, 2024, the Parties participated in an all-day mediation presided over
20 by Jason Marsili, Esq., a mediator of wage and hour representative actions, which led
21 to this Settlement.

22
23 G. On April 30, 2025, Plaintiff requested a dismissal of the class action claims, without
24 prejudice.

25 H. This Agreement replaces and supersedes any other agreements, understandings, or
26 representations between the Parties. This Agreement represents a compromise and
27 settlement of highly disputed claims. Nothing in this Agreement is intended or will
28 be construed as an admission by Defendants that the claims in the Action of Plaintiff

1 or the Aggrieved Employees have merit or that Defendants bear any liability to
2 Plaintiff or the Aggrieved Employees on those claims or any other claims, or as an
3 admission by Plaintiff that Defendants' defenses in the Action have merit.
4

5 Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

6 **III. TERMS OF AGREEMENT**

7 A. Settlement Consideration and Settlement Payments by Defendant.

- 8 1. Settlement Consideration. In full and complete settlement of the Action, and
9 in exchange for the releases set forth below, Defendants will pay the Gross
10 Settlement Amount of One Million Six Hundred Eighty Thousand Dollars and
11 Zero Cents (\$1,680,000.00). The Parties agree that this is a non-reversionary
12 Settlement and that no portion of the Gross Settlement Amount shall revert to
13 Defendants.
14
- 15 2. Number of Aggrieved Employees and Pay Periods. At the time of mediation,
16 Defendants estimated that there are approximately 735 Aggrieved Employees
17 who worked approximately 81,000 Pay Periods during the PAGA Period. If
18 the actual number of Pay Periods worked during the PAGA Period exceeds
19 the above number by more than 10%, Defendants have the option to adjust the
20 end date of the PAGA Period to an earlier end date at Defendant's discretion
21 in order to limit the amount of covered pay periods to 81,000.
22
- 23 3. Settlement Payment Defendants are jointly and severally liable for the entire
24 Gross Settlement Amount and shall pay the Gross Settlement Amount to the
25 Claims Administrator within sixty (60) days of the Effective Date.
26
27
28

- 1 B. PAGA Release. As of the Funding Date, in exchange for the consideration set forth in
2 this Agreement, Plaintiff, the LWDA, and the State of California release Defendants
3 from the Released PAGA Claims for the PAGA Period.
- 4 C. Conditions Precedent: This Settlement will become final and effective only upon (1)
5 the Court entering judgment pursuant to either the Parties' Motion for Settlement
6 Approval or Joint Stipulation re: Settlement Approval, and (2) Defendants fully fund
7 the Gross Settlement Amount.
- 8 D. Nullification of Settlement Agreement. If the Court does not approve this Settlement
9 Agreement, fails to become effective, or is reversed, withdrawn, or in any way prevents
10 or prohibits Defendants from obtaining a complete resolution of the Released PAGA
11 Claims:
12
- 13 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,
14 and shall not be admissible in any judicial, administrative, or arbitral
15 proceeding for any purpose or with respect to any issue, substantive or
16 procedural; and
17
- 18 2. None of the Parties to this Settlement will be deemed to have waived any
19 claims, objections, defenses, or arguments in the Action.
- 20 E. Failure to Fund the Gross Settlement Amount. If after the Effective Date, Defendants
21 fail to fully fund the Gross Settlement Amount, Plaintiff shall be entitled to all
22 reasonable attorneys' fees, costs and interest in any proceeding to enforce the terms of
23 this Agreement.
- 24 F. Tax Liability. The Parties make no representations as to the tax treatment or legal
25 effect of the payments called for in this Agreement. The Aggrieved Employees are not
26 relying on any statement or representation by the Parties in this regard. Aggrieved
27
28

1 Employees understand and agree that they will be responsible for the payment of any
2 taxes and penalties assessed on their respective share of the Aggrieved Employee
3 Payments and will be solely responsible for any penalties or other obligations resulting
4 from their personal tax reporting of the Aggrieved Employees Payments.
5

6 G. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
7 the “acknowledging party” and each Party to this Agreement other than the
8 acknowledging party, an “other party”) acknowledges and agrees that: (1) no provision
9 of this Agreement, and no written communication or disclosure between or among the
10 Parties or their attorneys and other advisers, is or was intended to be, nor shall any
11 such communication or disclosure constitute or be construed or be relied upon as, tax
12 advice within the meaning of United States Treasury Department circular 230 (31 CFR
13 part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,
14 her or its own, independent legal and tax counsel for advice (including tax advice) in
15 connection with this Agreement, (b) has not entered into this Agreement based upon
16 the recommendation of any other Party or any attorney or advisor to any other Party,
17 and (c) is not entitled to rely upon any communication or disclosure by any attorney
18 or adviser to any other party to avoid any tax penalty that may be imposed on the
19 acknowledging party, and (3) no attorney or adviser to any other Party has imposed
20 any limitation that protects the confidentiality of any such attorney’s or adviser’s tax
21 strategies (regardless of whether such limitation is legally binding) upon disclosure by
22 the acknowledging party of the tax treatment or tax structure of any transaction,
23 including any transaction contemplated by this Agreement.
24

25
26 H. Claims Administrator. The Claims Administrator shall be responsible for: establishing
27 and administering the QSF; calculating, processing and mailing payments to PAGA
28

Counsel, LWDA, and Aggrieved Employees; printing and mailing the Notice of
PAGA Settlement to the Aggrieved Employees as directed by the Court; calculating,
and distributing tax forms for the Aggrieved Employee Payments; providing
declaration(s) as necessary in support of approval of this Settlement; and other tasks
as the Parties mutually agree or the Court orders the Claims Administrator to perform.
The Claims Administrator shall keep the Parties timely apprised of the performance of
all Claims Administrator responsibilities.

I. Employee Data. No later than February 20, 2025, Defendants shall provide the Claims
Administrator with the Employee Data.

J. Funding and Allocation of the Gross Settlement Amount. Defendants shall pay the
Gross Settlement Amount to the Claims Administrator on or before the Funding Date.

1. Calculation of Individual Payments to the Aggrieved Employees. Using the
Employee Data, the Claims Administrator shall add up the total number of
Pay Periods for all Aggrieved Employees during the PAGA Period. The
respective Pay Periods for each Aggrieved Employee will be divided by the
total Pay Periods for all Aggrieved Employees, resulting in the “PAGA
Payment Ratio” for each Aggrieved Employee. Each Aggrieved Employee’s
PAGA Payment Ratio will then be multiplied by the Aggrieved Employee
Payment to calculate each Aggrieved Employee’s estimated share of the
Aggrieved Employee Payment.

2. Allocation of Individual Aggrieved Employee Payments. For tax purposes,
individual Aggrieved Employee Payments shall be allocated and treated 100%
as penalties and interest. The individual Aggrieved Employee Payments shall
not be subject to wage withholdings and shall be reported on IRS Form 1099.

1 3. No Credit Toward Benefit Plans. The individual Aggrieved Employee
2 Payments made to the Aggrieved Employees under this Settlement
3 Agreement, as well as any other payments made pursuant to this Settlement
4 Agreement, will not be utilized to calculate any additional benefits under any
5 benefit plans to which any Aggrieved Employee may be eligible, including,
6 but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock
7 purchase plans, vacation plans, sick leave plans, PTO plans, and any other
8 benefit plan. Rather, it is the Parties' intention that this Settlement Agreement
9 will not affect any rights, contributions, or amounts to which any Aggrieved
10 Employee may be entitled under any benefit plans.

11
12 4. Mailing. Individual Aggrieved Employee Payments shall be mailed to the
13 Aggrieved Employees' last known mailing address by regular First-Class U.S.
14 Mail no later than five (5) calendar days after the Funding Date. Upon receipt
15 of the Employee Data, the Claims Administrator will perform a search based
16 on the National Change of Address Database to update and correct any known
17 or identifiable address changes. The Claims Administrator shall exercise its
18 best judgment to determine the current mailing address for each Aggrieved
19 Employee. The address identified by the Claims Administrator as the current
20 mailing address shall be presumed to be the best mailing address for each
21 Aggrieved Employee.

22
23
24 5. Undeliverable Aggrieved Employee Payments. Any Individual Aggrieved
25 Employee Payments returned to the Claims Administrator as non-delivered
26 on or before the check cashing expiration deadline shall be re-mailed to any
27 forwarding address provided within seven (7) days of receiving the returned
28

1 notice. If no forwarding address is provided, the Claims Administrator shall
2 promptly attempt to determine a correct address by lawful use of skip-tracing,
3 or other search using the name, address and/or Social Security number of the
4 Aggrieved Employee involved, and shall then perform a re-mailing, if the
5 Claims Administrator identifies another mailing address. In addition, if any
6 Individual Aggrieved Employee Payment, which is addressed to any
7 Aggrieved Employee who is currently employed by Defendants, is returned
8 to the Claims Administrator as non-delivered and no forwarding address is
9 provided, the Claims Administrator shall notify Defendants. Defendants will
10 request that the currently employed Aggrieved Employee provide a corrected
11 address and transmit to the Administrator any corrected address provided by
12 the Aggrieved Employee. Aggrieved Employees who received a re-mailed
13 Individual Aggrieved Employee Payment shall have their check expiration
14 deadline extended fifteen (15) days from the original check expiration
15 deadline.

16
17
18 6. Check Expiration Deadline. For any Aggrieved Employee whose Aggrieved
19 Employee Payment check is uncashed within 180 days of payment, the Claims
20 Administrator shall transmit the funds represented by such checks to the
21 California Controller's Unclaimed Property Fund in the name of the
22 Aggrieved Employee.

23
24 7. LWDA Payment. The Claims Administrator shall transmit the LWDA
25 Payment to the LWDA as one lump sum payment, if by check, certified mail
26 return receipt requested to PAGA Counsel, within fifteen (15) calendar days
27 of the Gross Settlement Amount being funded in full.
28

1 8. PAGA Counsel Award. Defendants understand and do not oppose a request
2 by PAGA Counsel for attorneys' fees not to exceed 35% of the Gross
3 Settlement Amount (currently estimated to be \$588,000.00) plus costs and
4 expenses supported by declaration not to exceed \$60,000.00 from the Gross
5 Settlement Amount will be made. Any portion of the requested PAGA
6 Counsel Award that is not awarded to PAGA Counsel shall be part of the
7 PAGA Payment and shall be distributed to the LWDA and the Aggrieved
8 Employees as provided in this Agreement. The Claims Administrator shall
9 distribute and pay the PAGA Counsel Award to PAGA Counsel from the
10 Gross Settlement Amount no later than fifteen (15) calendar days after the
11 Gross Settlement Amount being funded in full. PAGA Counsel shall be solely
12 and legally responsible to pay all applicable taxes on the payment made
13 pursuant to this paragraph. The Claims Administrator shall issue an IRS Form
14 1099 — MISC to PAGA Counsel for the payments made pursuant to this
15 paragraph. In the event that the Court reduces or does not approve the
16 requested PAGA Counsel Award, Plaintiff and PAGA Counsel shall not have
17 the right to revoke the Settlement, or to appeal such order, and the Settlement
18 will remain binding.

19
20
21 9. Claims Administration Costs. The Claims Administration Costs shall be paid
22 from the Gross Settlement Amount to the Claims Administrator for the costs
23 of administration of the Settlement. The estimate of the Claims Administration
24 Costs is \$7,690.00. The Claims Administrator shall be paid the Claims
25 Administration Costs no later than fifteen (15) calendar days after the Gross
26 Settlement Amount has been funded in full.
27
28

- 1 K. Approval Motion. PAGA Counsel and Plaintiff shall use best efforts to file with the
2 Court a Motion for Settlement Approval and Entering Judgment Finally Approving
3 Settlement, within sixty (60) days following the execution of this Agreement.
- 4 L. Notice of Settlement to LWDA. In connection with the Motion for Approval of
5 PAGA Settlement and/or Joint Stipulation re: Settlement Approval, PAGA Counsel
6 shall submit this Agreement to the LWDA pursuant to California Labor Code section
7 2699(1)(2). PAGA Counsel shall within ten (10) days after the entry of the judgment
8 or order approving this Settlement, submit the order approving the Settlement to the
9 LWDA pursuant to California Labor Code section 2699(1)(3).
- 10 N. Review of Motion for Settlement Approval. PAGA Counsel will provide an
11 opportunity for Counsel for Defendants to review the Motion for Settlement Approval,
12 including the Order Granting Approval of the Settlement, and Judgment Finally
13 Approving Settlement three (3) business days before filing with the Court. The Parties
14 and their counsel will cooperate with each other and use their best efforts to affect the
15 Court's approval of the Motion for Approval of the Settlement, and entry of Judgment.
- 16 O. Cooperation. The Parties and their counsel will cooperate with each other and use
17 their best efforts to implement the Settlement.
- 18 P. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
19 except such proceedings necessary to implement and complete the Settlement.
- 20 Q. Amendment or Modification. This Agreement may be amended or modified only by
21 a written instrument signed by counsel for all Parties or their successors-in-interest.
- 22 R. Entire Agreement. Except for Plaintiff's individual settlement agreement with
23 Defendants, which resolve Plaintiff's individual claims and shall not affect this
24 Agreement in any way, this Agreement and any attached Exhibit constitute the entire
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1 Agreement among these Parties, and no oral or written representations, warranties or
2 inducements have been made to any Party concerning this Agreement or its Exhibit
3 other than the representations, warranties and covenants contained and memorialized
4 in this Agreement and its Exhibit.
5

6 S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
7 represent they are expressly authorized by the Parties whom they represent to negotiate
8 this Agreement and to take all appropriate Action required or permitted to be taken by
9 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
10 documents required to effectuate the terms of this Agreement. The person signing this
11 Agreement on behalf of Defendants represent and warrants that he/she is authorized to
12 sign this Agreement on behalf of Defendants. Plaintiff represents and warrant that he
13 is authorized to sign this Agreement and that he has not assigned any claim, or part of
14 a claim, covered by this Settlement to a third-party.
15

16 T. No Public Comment: The Parties and their counsel agree that they will not issue any
17 press releases, initiate any contact with the press, respond to any press inquiry, or have
18 any communication with the press about the fact, amount, or terms of the Settlement
19 Agreement. PAGA Counsel further agrees not to use the Settlement Agreement or any
20 of its terms for any marketing or promotional purposes. Nothing herein will restrict
21 PAGA Counsel from including publicly available information regarding this
22 settlement in future judicial submissions regarding PAGA Counsel's qualifications and
23 experience. Further, PAGA Counsel will not include, reference, or use the Settlement
24 Agreement for any marketing or promotional purposes, either before or after the
25 Motion for Settlement Approval is filed.
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- 1 U. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
2 to the benefit of, the successors or assigns of the Parties, as previously defined.
- 3 V. California Law Governs. All terms of this Agreement and the Exhibit and any disputes
4 shall be governed by and interpreted according to the laws of the State of California.
- 5 W. Counterparts. This Agreement may be executed in one or more counterparts by
6 facsimile, electronic signature, or email which for purposes of this Agreement shall be
7 accepted as an original. All executed counterparts and each of them shall be deemed
8 to be one and the same instrument. Any executed counterpart will be admissible in
9 evidence to prove the existence and contents of this Agreement.
- 10 X. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement
11 is a fair, adequate, and reasonable settlement of this Action and have arrived at this
12 Settlement after extensive arms-length negotiations, considering all relevant factors,
13 present and potential.
- 14 Y. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
15 respect to the interpretation, implementation, and enforcement of the terms of this
16 Agreement and all orders and judgments entered in connection therewith, and the
17 Parties and their counsel submit to the jurisdiction of the Court for purposes of
18 interpreting, implementing, and enforcing the settlement and all orders and judgments
19 entered in connection with this Agreement.
- 20 Z. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
21 the Court shall first attempt to construe the provisions valid to the fullest extent
22 possible consistent with applicable precedents so as to define all provisions of this
23 Agreement valid and enforceable.
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1 AA. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the
2 Released PAGA Claims have merit and give rise to liability on the part of Defendants.
3 Defendants contend that the Released PAGA Claims have no merit and do not give
4 rise to liability. This Agreement is a compromise of disputed claims. Nothing
5 contained in this Agreement and no documents referred to and no action taken to carry
6 out this Agreement may be construed or used as an admission by or against the
7 Defendants or Plaintiff or PAGA Counsel as to the merits or lack thereof of the claims
8 asserted. Other than as may be specifically set forth herein, each Party shall be
9 responsible for and shall bear its/his own attorney's fees and costs.
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14 **[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.]**
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1 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

2
3 DATED: 05/09/2025


Carlos Munguia (May 9, 2025 13:26 PDT)
CARLOS ALBERTO MUNGUIA FLORES

4
5
6
7 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANTS:

8
9
10 DATED: 6/3/25


SIERRA WES WALL SYSTEMS, INC.
ERIC STILWELL
Name

13
14 CFO
15 Title

16
17 DATED: 6/3/25


APEX CONSTRUCTION GROUP, INC.
ERIC STILWELL
Name

20
21 CFO
22 Title

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IT IS SO AGREED AS TO FORM BY COUNSEL:

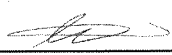
DATED: 05/16/25

JCL LAW FIRM, APC

By: 
Jean-Claude Lapuyade, Esq.
Attorneys for the Plaintiff

DATED: 05/16/25

ZAKAY LAW GROUP, APLC

By: 
Shani O. Zakay, Esq.
Attorneys for the Plaintiff

DATED: 05/22/2025

LAWYERS FOR JUSTICE, PC

By: 
Attorneys for the Plaintiff

DATED: June 5, 2025

PALMER KAZANJIAN WOHL HODSON LLP.

By: 
Larry M. Kazanjian, Esq.
Attorneys for Defendants

EXHIBIT A

[Administrator Notice]

You are receiving this payment because of a lawsuit brought by former California employees against Sierra Wes Wall Systems, Inc. and Apex Construction Group, Inc. (“Defendants”) for civil penalties pursuant to the Private Attorneys General Act, Labor Code § 2698 et seq. (“PAGA”). Plaintiff Carlos Alberto Munguia Flores (“Plaintiff”) claimed that he and other employees were not provided legally compliant meal and rest periods, not paid for all time worked, not properly paid overtime, not provided with accurate wage statements, not reimbursed for business expenses, and not timely paid final wages.

Defendants deny these claims and deny that they owe any penalties, but to avoid further time and expense in litigation, Defendants and Plaintiff have agreed to settle the case. The settlement resolves the PAGA claims asserted in the lawsuit on behalf of all current and former hourly-paid or non-exempt employees who worked for Defendants in California (“Aggrieved Employees”) at any time between from December 14, 2019, to ~~the earlier of December 31, 2024, or the date in which the total pay periods worked by the Aggrieved Employees reach 81,000~~ (“PAGA Period”).

According to Defendants’ records, you are an Aggrieved Employee and are therefore entitled to a pro rata share of the settlement based on the number of pay periods you worked during the PAGA Period. This settlement check shall remain valid until [insert date].

This check was issued pursuant to the terms of the PAGA settlement in Santa Clara Superior Court Case No. 21CV375758. The PAGA settlement settles and releases only claims for PAGA penalties and no other claims against Defendants. You are not a party to this lawsuit, but you and the State of California will be bound by the settlement in this matter as to civil penalties against Defendants during the PAGA Period. As such, you may not opt out of the settlement.

This payment is taxable income for federal, state, and local tax purposes and may be reported to the appropriate taxing authorities. You may be required to make additional tax payments. Please consult a tax advisor to determine your individual tax payment and reporting situation. You will be mailed appropriate tax forms in [insert date]. Please notify us of any address changes so that any necessary tax forms can be mailed to your most current address.

If you have any questions about your award, please contact the [insert administrator information].

EXHIBIT 2

December 14, 2020

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: SIERRA WES SYSTEMS, INC.; APEX CONSTRUCTION GROUP, INC.

Dear Representative:

We have been retained to represent Carlos Alberto Munguia Flores against Sierra Wes Systems, Inc., and APEX Construction Group, Inc. (including any and all affiliates, subsidiaries, parents, directors, officers, and employees) (collectively referred to as "SWW") for violations of California wage-and-hour laws. Mr. Munguia Flores seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Mr. Munguia Flores seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

SWW employed Mr. Munguia Flores as an hourly-paid, non-exempt employee from approximately December 2015 to approximately April 2020, in the State of California.

The "aggrieved employees" that Mr. Munguia Flores may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, SWW has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 1-2001, 4-2001, 9-2001, and 16-2001.

SWW required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included but was not limited to, driving, responding to work related inquiries, picking up materials, and responding to text messages and/or phone calls from managers/supervisors.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours

in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Mr. Munguia Flores and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Mr. Munguia Flores and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, SWW required Mr. Munguia Flores and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, SWW failed to pay Mr. Munguia Flores and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, SWW failed to pay Mr. Munguia Flores and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, SWW did not provide Mr. Munguia Flores and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from SWW were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Mr. Munguia Flores and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause

his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Mr. Munguia Flores and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Mr. Munguia Flores and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Mr. Munguia Flores and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Mr. Munguia Flores and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, SWW failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Mr. Munguia Flores and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, SWW did not provide Mr. Munguia Flores and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 1-2001, 9-2001, and 16-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, SWW failed to pay Mr. Munguia Flores and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Mr. Munguia Flores and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, SWW failed to pay Mr. Munguia Flores and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Mr. Munguia Flores and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Mr. Munguia Flores and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by SWW. Such costs include but are not limited to, the use of personal cell phones for business-related tasks, and the use of personal vehicles for business-related tasks.

Therefore, on behalf of all aggrieved employees, Mr. Munguia Flores seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,



Edwin Aiwanian, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Sierra Wes Wall Systems, Inc.
APEX Construction Group, Inc.
c/o Alexandra Asterlin
PALMER KAZANJIAN WOHL HODSON LLP
Attorney
2277 Fair Oaks Blvd., Suite 455
Sacramento, CA 95825

Sierra Wes Wall Systems, Inc.
c/o Bryan Stilwell
Agent for Service of Process
3340 Swetzer Rd., Suite A
Loomis, CA 95650

APEX Construction Group, Inc.
c/o Eric Earl Stilwell
Agent for Service of Process
3340 Swetzer Rd., Suite A
Loomis, CA 95650

EXHIBIT 3

EXHIBIT 4

JCL Law Firm

Transaction Report

All Dates

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	AMOUNT	BALANCE
Flores v. Sierra WES Wall (002-669)						
07/23/2024	Check	3898	Berger Consulting Group	Inv. 12301	800.00	800.00
07/31/2024	Journal Entry	July 2024 Postage		Postage for July 2024	2.31	802.31
07/31/2024	Journal Entry	July 2024 Copies		Copies for July 2024	3.70	806.01
09/03/2024	Expense		One Legal LLC	One Legal Order No. 23644972 - Filing Fee Re: Case Management Statement, Proof of Service	22.13	828.14
09/19/2024	Check	3968	Marsili Mediation	Inv. 110310	3,750.00	4,578.14
09/30/2024	Journal Entry	Aug/Sept. 2024 Post.		Aug/Sept 2024 Postage	0.69	4,578.83
09/30/2024	Journal Entry	Aug/Sept. 2024 Print.		Aug/Sept. 2024 Printing	0.70	4,579.53
10/31/2024	Journal Entry	October 2024 Printing		October 2024 Printing	0.20	4,579.73
11/11/2024	Check	4023	Berger Consulting Group	Inv. 12734	2,092.50	6,672.23
11/30/2024	Journal Entry	Nov 2024 Copies		November 2024 Copies	0.50	6,672.73
12/11/2024	Expense		One Legal LLC	One Legal Order No. 24297881 - Filing Fee Re: Case Management Statement, Proof of Service	21.42	6,694.15
12/31/2024	Journal Entry	Dec 2024 Copies		December 2024 Copies	0.50	6,694.65
01/31/2025	Journal Entry	Jan 2025 Printing		January 2025 Printing	0.50	6,695.15
01/31/2025	Journal Entry	Jan 2025 Postage		January 2025 Postage	0.69	6,695.84
02/25/2025	Expense		One Legal LLC	One Legal Order No. 24774651 - Filing Fee Re: Case Management Statement, Proof of Service	24.99	6,720.83
02/28/2025	Journal Entry	Feb 2025 Printing		Feb 2025 Printing	0.50	6,721.33
04/01/2025	Expense		One Legal LLC	One Legal Order No. 25043861 - Filing Fee Re: Case Management Statement, Proof of Service	24.99	6,746.32
05/01/2025	Expense		One Legal LLC	One Legal Order No. 25277941 - Filing Fee Re: Proposed Order, Declaration, Proof of Service	25.75	6,772.07
07/03/2025	Expense		One Legal LLC	One Legal Order No. 25755619 - Filing Fee Re: Stipulation and Order, Proof of Service	47.43	6,819.50
Total for Flores v. Sierra WES Wall (002-669)					\$6,819.50	
TOTAL					\$6,819.50	

EXHIBIT 5

JCL LAW FIRM, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: (619) 599-8292
Fax: (619) 599-8291

FIRM RESUME

Areas of Practice: Employee Class Actions, Wage and Hour Class Actions, Civil Litigation, and Unlawful Housing Practices.

ATTORNEY BIOGRAPHIES

Jean-Claude Lapuyade, Esq.
California Bar Number 248676
Founding Partner

Biography:

Mr. Lapuyade is a San Diego based labor and employment attorney representing aggrieved California employees and the victims of unlawful housing practices throughout the State of California. Mr. Lapuyade's litigation practice focuses on representing California employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, and misclassification, wrongful termination cases and tenants in unlawful housing class actions. Mr. Lapuyade prides himself on providing his clients with aggressive, attentive and result driven representation through the litigation process, trial and arbitration. Since 2007, Mr. Lapuyade successfully recovered in excess of \$200 million in monetary awards for his clients.

Mr. Lapuyade served as co-editor of the Insurance Column for Consumer Attorneys of San Diego from 2011 to 2014. As editor, Mr. Lapuyade was responsible for publishing monthly articles in the Trial Bar News periodical analyzing complex insurance coverage issues. Mr. Lapuyade is a four-time recipient of the Super Lawyers Rising Star by Thomson Reuters. To be eligible for inclusion in Rising Stars, a candidate must be either 40 years old or younger or in practice for 10 years or less. While up to 5 percent of the lawyers in a state are named to Super Lawyers, no more than 2.5 percent are named to Rising Stars.

Bar Admissions:

- California
- U.S. District Court Southern District of California
- U.S. District Court Central District of California
- U.S. District Court Eastern District of California
- U.S. District Court Northern District of California

Professional Associations:

- California Employment Lawyers Association, 2007 to Present
- Consumer Attorneys of San Diego, 2007 to 2020
- American Bar Association, Section of Litigation, Member, 2007 to 2020
- American Bar Association, Labor & Employment Section, Member, 2007 to 2020
- American Bar Association, Tort, Trial & Insurance Section, Member, 2007 to 2020
- California Bar Association, Labor & Employment Section, Member, 2007 to Present
- California Bar Association, Litigation Section, Member, 2007 to Present

Education:

- **California Western School of Law**
 - J.D. - 2006
 - Honors: Deans Merit Scholarship, California Western School of Law 2005 - 2006
- **University of Arizona**
 - B.A. - 2001
 - Major: History

Honors:

- Super Lawyers Rising Star, Thomson Reuters, 2015 - 2018
- Distinguished Advocate Award for Outstanding Oral Advocacy, 2005 - 2006

Perssia Razma, Esq.

California Bar Number 351398

Associate Attorney

Biography:

Ms. Razma is a San Diego based labor and employment attorney representing California employees throughout the state of California. Ms. Razma's litigation practice focuses on representing current and former employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, misclassification, and wrongful termination.

Perssia was born and raised in Los Angeles, California. She earned a Bachelor of Arts in 2020 at San Diego State University in Psychology. In 2023, Perssia earned her Juris Doctor from the University of San Diego School of Law.

Education:

- **University of San Diego School of Law**
 - J.D. - 2023
- **San Diego State University**
 - B.A. – 2020
 - Major: Psychology

Sydney Castillo-Johnson, Esq.

California Bar Number 343881

Associate Attorney

Biography:

Ms. Castillo-Johnson is a San Diego based labor and employment attorney representing California employees throughout the state of California. Ms. Castillo-Johnson's litigation practice focuses on representing current and former employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, misclassification, and wrongful termination.

Ms. Castillo-Johnson volunteered her time at California Western School of Law first as a student intern and later as a student manager with the Community Law Project which offers legal services to the low-income community of San Diego.

Education:

- **California Western School of Law**
 - J.D.- 2022
 - Honors:
 - Dean's Honor List: Spring 2021, Fall 2021
 - Public Service Honor Society Fall 2021
 - 3L Academic Merit Scholarship
 - Dean's Diversity, Service, and Leadership Scholarship
 - Activities: Community Law Project Student Manager
- **Azusa Pacific University**
 - B.A. – 2018
 - Major: Criminal Justice

JCL Law Firm, APC - REPORTED CASES

- *Blanchette et al., v. Superior Court (GHA Homes)*, 8 Cal.App.5th 521 (2017).
- *Duran v. Employbridge Holding Co.*, 92 Cal.App.5th 59 (2023).

EXAMPLES OF THE JCL LAW FIRM'S REPRESENTATIVE CLASS ACTION & REPRESENTATIVE CASES

- *Ware v. Shake Shack Enterprises, LLC*, Alameda Superior Court Case No. 21CV002063 (October 19, 2023) Hon. Brad Seligman approved a \$1,330,000.00 class action and PAGA action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Trinh v. Precision Metal Products, Inc., et al.*, San Diego Superior Court Case No. 37-2022-00000965-CU-OE-CTL (October 16, 2023) Hon. Matthew C. Braner approved a \$450,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off the clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Anderson v. Barton Myers Associates, Inc., et al.*, Los Angeles Superior Court Case No. 21STCV43314 (October 12, 2023) Hon. Elihu M. Berl approved a \$900,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *DeSanctis v. Douglas Products and Packaging Company, LLC*, Contra Costa Superior Court Case No. C21-01874 (October 11, 2023) Hon. Charles S. Treat approved a \$372,500.00 class action and PAGA action settlement for, *inter alia*, failure to pay for all hours worked. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Jackson v. White Fir, LLC, et al.*, Sacramento Superior Court Case No. 34-2021-00301656 (October 6, 2023) Hon. Lauri A. Damrell approved a \$750,000.00 class action and PAGA action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Kneisly v. SR Machining, Inc., et al.*, Riverside Superior Court Case No. CVRI2201491 (October 5, 2023) Hon. Harold W. Hopp approved a \$220,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Mendez v. Bondz, Inc., et al.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0007486 (September 14, 2023) Hon. George J. Abdallah, Jr. approved a \$180,000.00 class action and PAGA action settlement for, *inter alia*, failure to comply with piece-rate laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Baray v. Curation Foods, Inc., et al.*, Santa Barbara Superior Court Case No. 21CV02834 (August 29, 2023) Hon. James F. Rigali approved a \$495,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Rodriguez, et al. v. Ferma Greenbox, Inc., et al.*, Alameda Superior Court Case No. RG21101104 (August 23, 2023) Hon. Evelio Grillo approved a \$200,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *O'Quinn v. Laugh Factory, Inc.*, Los Angeles Superior Court Case No. 19STCV28155 (August 1, 2023) Hon. Carolyn B. Kuhl approved a \$144,000.00 class action and PAGA action settlement for, *inter alia*, unlawful tip pooling. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Toler v. Total Testing Solutions, LLC*, Los Angeles Superior Court Case No. 21STCV38452 (July 27, 2023) Hon. Elihu M. Berle approved a \$160,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Rodriguez v. EAH, Inc.*, Santa Cruz Superior Court Case No. 21CV00884 (July 25, 2023) Hon. Marjorie Carter approved a \$1,450,000.00 class action and PAGA action settlement for, *inter alia*, failure to compensate overtime and redeemed sick pay at the regular rate of pay. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Neutall v. Urban Alchemy*, San Francisco Superior Court Case No. CGC-20-588622 (July 13, 2023) Hon. Richard B. Ulmer approved a \$980,000.00 class action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel.
- *Rodriguez v. RM Parks Place, Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2021-6050 (June 7, 2023) Hon. Erin Guy Castillo approved a \$175,000.00 class action and PAGA action settlement for, *inter alia*, wage statement violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.

- *Chrestensen v. Northeastern Rural Health Clinics Lassen*, Superior Court Case No. 63703 (April 13, 2023) Hon. Leonard J. La Casse approved a \$270,000.00 class action and PAGA action settlement for, *inter alia*, unpaid overtime wages. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Hernandez, et al. v. Parenting Network, Inc.*, Tulare Superior Court Case No. VCU287027 (March 14, 2023) Hon. Bret Hilman approved a \$225,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Sarmiento v. Caduceus Healthcare Inc.*, San Diego Superior Court Case No. 37-2021-00002597 (March 10, 2023) Hon. Richard S. Whitney approved a \$315,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Garces, et al. v. DriverDo, LLC*, Los Angeles Superior Court Case No. 19STCV32773 (January 24, 2023) Hon. Carolyn B. Kuhl approved a \$700,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *De Jesus v. Guardian Angel Home Care, Inc.*, San Diego Superior Court Case No. 37-2020-00021049-CU-OE-CTL (July 29, 2022) Hon. Ronald F. Frazier approved a \$300,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Kaur v. Aces 2020 I, LLC, et al.*, Contra Costa Superior Court Case No. MSC20-02482 (December 22, 2022) Hon. Edward G. Weil approved a \$585,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Molina v. Hawaiian Airlines, Inc.*, Los Angeles Superior Court Case No. 20STCV28079 (November 23, 2022) Hon. Maren Nelson approved a \$250,000 class action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the Plaintiff.
- *Lang Jr. v. Pathways Community Services LLC*, San Diego Superior Court Case No. 37-2019-00049969-CU-OE-CTL (September 9, 2022) Hon. James A. Mangione approved a \$160,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Martinello v. Century Wilshire, Inc.*, Los Angeles Superior Court Case No. 20STCV32613 (March 1, 2022) Hon. Carolyn Kuhl approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel.
- *Wilson v. Spreen Inc. (dba Spreen Honda)*, San Bernardino Superior Court Case No. CIVSB2119857 (April 6, 2022) Hon. David Cohn approved a \$300,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Ledesma v. TVJ Sons I, Inc.; Porter and Howard, Inc.* Santa Barbara Superior Court Case No. 20CV03573 (November 10, 2021) Hon. Jed Beebe approved a \$350,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC represented the State of California and the Aggrieved Employees.
- *Jacobs v. Rush Media Company, LLC; XLT Management Services, Inc.*, Los Angeles Superior Court Case No. 20STCV32350 (May 2, 2022) Hon. Daniel J. Buckley appointed the JCL Law Firm, APC as Class Counsel and approved a \$330,000 class action settlement for, *inter alia*, independent contractor misclassification.
- *Chavez v. HTL Conrad Domestic, LLC; HTL Conrad Domestic Employer, LLC*, San Diego Superior Court Case No. 37-2020-00016193-CU-OE-CTL (June 9, 2022) Hon. John S. Meyer approved a \$850,000 PAGA action settlement for, *inter alia*, failure to compensate overtime at the regular rate of pay. The JCL Law Firm, APC acted as representative PAGA counsel for the State of California and the Aggrieved Employees.
- *Renteria v. Love's Country Stores of California*, San Bernardino Superior Court Case No. CIVDS20164481 (June 14, 2022) Hon. David Cohn approved a \$2.2 million dollar class action and PAGA action settlement for, *inter alia*, unpaid overtime and sick pay. The JCL Law Firm, APC acted as Class Counsel and as representative PAGA counsel for the State of California.
- *Lopez v. Adidas America, Inc.*, Ventura Superior Court Case No. 56-2021-005498444-CU-OE-VTA (April 4, 2022) Hon. Mark Borrell approved a \$1.5 million dollar class action and PAGA action settlement for, *inter alia*, inaccurate overtime calculations, and appointed the JCL Law Firm, APC as Class Counsel.
- *Felix v. TVI, Inc., d.b.a. Savers*, Santa Clara Superior Court Case No. 21CV376407 (February 18, 2022) Hon. Sunil R. Kulkarni approved a \$1.8 million dollar class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Munoz v. AMTCR*, San Bernardino Superior Court Case No. CIV-DS2001914 (August 24, 2021) Hon. David Cohn approved a \$1.8 million dollar class and PAGA settlement for, *inter alia*, inaccurate itemized wage statements. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)

- *Nunes v. Home Depot U.S.A., Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0011011 (October 20, 2021 – Hon. Roger Ross approved a \$1.5 million dollar class and PAGA settlement for, *inter alia*, miscalculated meal period premiums and appointed Jean-Claude Lapuyade, Esq. as Class Counsel.)
- *Pillsbury v. T&T Restaurants CA, Inc.*, Del Norte Superior Court Case No. CVUJ-20-1214 (December 14, 2021 – Hon. Darren McElfresh approved \$550 billing rate and appointed Jean-Claude Lapuyade, Esq. as Class Counsel in a wage and hour class action settlement.)
- *Latin v. OneMain General Service Corporation*, Stanislaus County Superior Court Case No. CV-20-002498 (October 22, 2021) Hon. Stacy Speiller approved a PAGA action settlement for \$700,000 wage statement violations. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.
- *Elias Kaser v. Aviation Consultants, Inc.*, Orange County Superior Court Case No. 30-2021-01191204-CU-OE-CXC (September 22, 2021 – Hon. Peter J. Wilson approved \$550 billing rate in a representative California Labor Code Private Attorney General Act settlement).
- *Rodriguez v. RSI Home Products, Inc.*, San Bernardino Superior Court Case No. CIVDS2023354 (July 30, 2021 – Hon. David Cohn approved a \$1.45 million class and PAGA settlement for, *inter alia*, failure to comply with piece-rate laws, and appointed the JCL Law Firm, APC as Class Counsel)
- *Jer Vang v. Bridge Property Management*, Alameda County Superior Court, Case No RG19047434 (January 8, 2021 – Hon. Winifred Smith approved a class and PAGA settlement for, *inter alia*, unpaid off the clock work. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Johnson v. Volt Management Corp., Inc. et al.*, Los Angeles County Superior Court, Case No. 19STCV16466 (December 11, 2020 – Hon. Amy Hogue approved a PAGA Settlement negotiated on behalf of the State of California and the aggrieved employees by the JCL Law Firm, APC.)
- *Salazar v. Frontier Auto Sales Inc., dba Frontier Toyota*, Los Angeles Superior Court, Case No. 19STCV20382 (November 24, 2020 – Hon. John P. Doyle appointed the JCL Law Firm, APC as class counsel and approved a class and PAGA settlement for, *inter alia*, missed meal and rest periods.)
- *Villalobos v. Alterra Group, LLC et al.*, Los Angeles County Superior Court, Case No. 19STCV19448 (November 11, 2020 – Hon. Richard Fruin approved a PAGA Settlement for, *inter alia*, unreimbursed business expenses. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.)
- *Stevens et al., v. Bank of England*, San Diego County Superior Court Case No. 37-2019-00018662-CU-OE-CTL (October 16, 2020 – Hon. John Meyer appointed JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for, *inter alia*, off-the-clock work.)
- *Frazier v. ASA Carlton, Inc.*, San Diego Superior Court Case No. 37-2019-00036147 (October 9, 2020 Hon. Kenneth Medel appointed the JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for off-the-clock work.)
- *Krake et al., v. Central Valley Diner, Inc.*, Placer County Superior Court Case No. SCV0041645 (September 4, 2020 – Hon. Michael Jones appointed JCL Law Firm as class counsel and granted final approval of wage and hour class action for meal period violations.)
- *Conner v. Ascendant Marketing, LLC et al.*, San Diego Superior Court Case No. 37-2019-00026864-CU-OE-CTL (July 24, 2020 Hon. Joel Wohlfeil granted approval of PAGA Settlement for, among other things, off-the-clock work. JCL Law Firm, APC acted as lead counsel.)
- *Guerrero v. Estancia Operations, LLC.*, San Diego Superior Court Case No. 37-2019-00028963 (August 25, 2020 – Hon. Katherine Bacal approved PAGA Settlement for, *inter alia*, missed meal and rest periods. JCL Law Firm, APC, acted as lead counsel.)
- *Moreno v. Dash Lube, et al.*, United States District Court, Southern District of California, Case No. 18cv1922 DMS (AHG) (December 13, 2019 – Granted class certification of Labor Code Section 226 claim and appointed JCL Law Firm, APC, as Class Counsel.)
- *Perkins et al., v. Tahiti Enterprises, Inc., et al.*, Orange County Superior Court Case No. 30-2016-00863095 (October 22, 2019 – Hon. Peter Wilson appointed JCL Law Firm, APC, as Class Counsel and granted final approval for an unlawful housing class action settlement arising out of Civil Code Section 1940.1.)
- *Hill v. Stemak Holdings, Ltd.*, San Diego Superior Court Case No., 37-2018-00000747 (January 28, 2020 – Hon. Kenneth Medel appointed JCL Law Firm, APC as class counsel and granted final approval of wage and hour class action for unpaid overtime.)
- *Shachno et al., v. KT Hotels, LLC, et al.* San Diego Superior Court Case No Case No. 37-2018-00043601 (May 31, 2019 – Hon. Gregory Pollack appointed JCL Law Firm, APC, as Class Counsel and granted preliminary approval for the wage and hour class action settlement involving nearly 900 current and former employees. Final approval scheduled for October 4, 2019)
- *Almanza v. The Express Group, Inc.*, San Bernardino Superior Court Case No. CIVDS1722542 (April 19, 2019 – Hon. David Cohn appointed the JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement for *inter alia*, missed meal and rest periods and independent contractor misclassification.)

- *Moschetto v. Pillow Global, Inc.* San Diego Superior Court, Case No. 37-2017-00024031-CU-OE-CTL (April 5, 2019 – Hon. John S. Meyer appointed JCL LAW Firm, APC, as Class Counsel and granted final approval for a wage and hour wage class action settlement involving misclassified house cleaners.)
- *Burke v. Friendship Hotel, LLC*, San Diego County Superior Court Case No. 37-2017-00022517-CU-OE-CTL (March 10, 2019 – final approval granted on for an unlawful housing class action arising under Civil Code Section 1940.2)
- *Terrado et al., v. Accredited Debt Relief, LLC*, San Diego County Superior Court Case No. 37-2018-00014181-CU-OE-CTL (February 8, 2019 – Hon. Gregory W. Pollock appointed JCL Law Firm, APC as Class Counsel and granted final approval for a wage and hour class action settlement for meal and rest period violations);
- *Macaspac v. San Antonio Regional Hospital*, San Bernardino Superior Court Case No. CIVDS1512625, (July 27, 2018 – Hon. Thomas S. Garza appointed JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement involving claims for on duty meal and rest periods.);
- *Summerlin et al. v. Maplebear, Inc. dba Instacart*, Los Angeles Superior Court Case No. BC603030 (2018 - certified and settled wage and hour class action.)
- *Ortega v. Prime Healthcare*, San Diego Superior Court Case No. 37-2014-00011240-CU-OE-CTL (2018 – Approved PAGA only settlement for on duty meal and rest periods)
- *Engstrom v. Bender-Rosenthal, Inc.* San Diego Superior Court Case No. 37-2016-00012373-CU-OE-CTL (2017 - Certified and settled class action for employee misclassification);
- *Crawford v. Outlook Amusements, Inc.*, Los Angeles Superior Court Case No. BC617160 (2017 - Certified and settled wage and hour class action.);
- *Hernandez v. Sunglass Hut Trading, LLC*, San Bernardino Superior Court Case No. CIVDS1505181 (2016 - Certified and settled wage and hour class action);
- *Burns v. Shalom, LLC*, San Diego Superior Court, Case No., 37-2013-00058356-CU-BT-CTL (2015 - certified and settled class action for unlawful housing practices arising out of Civil Code Section 1940.1);

EXHIBIT 6

JCL LAW FIRM, APC

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Attorneys for Plaintiff CARLOS ALBERTO MUNGUIA FLORES

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SANTA CLARA

CARLOS ALBERTO MUNGUIA FLORES,
individually, and on behalf of other members of
the general public similarly situated,

Plaintiff,

vs.

SIERRA WES WALL SYSTEMS, INC., a
California corporation; APEX
CONSTRUCTION GROUP, INC., a California
corporation; and DOES 1 through 100,
inclusive;

Defendants.

Case No. 21CV375758 (Lead)
Consolidated with 21CV376174

Action Filed: February 3, 2021

**DECLARATION OF SEAN
HARTRANFT OF APEX CLASS
ACTION, LLC, IN SUPPORT OF
PLAINTIFF'S PAGA ACTION
SETTLEMENT**

Hearing Date: September 18, 2025
Hearing Time: 1:30 p.m.

Judge: Honorable Charles F. Adams
Department: 7

DECLARATION OF SEAN HARTRANFT

I, Sean Hartranft, declare as follows:

1. I am the Chief Executive Officer of Apex Class Action LLC., a settlement administration company headquartered in Irvine, California. I have personal knowledge of the facts outlined in this declaration and, if called as a witness, I could and would competently testify thereto.

2. Apex Class Action's team has been directly involved with settlement administration for a combined 15 years and has successfully managed numerous class & PAGA actions during that time. Our team comprises experienced professionals with extensive knowledge of settlement administration. In addition, Apex Class Action has the necessary technology and infrastructure to efficiently manage large-scale settlements. We utilize state-of-the-art software and systems to ensure that all aspects of the administration process are executed accurately and efficiently.

3. The legal practitioners or parties involved do not possess any form of ownership stake or affiliation with Apex Class Action.

4. Apex Class Action has extensive expertise in the dissemination of settlement notices and administration of PAGA settlements. Our range of services includes first-class mail via the United States Postal Service, a bilingual toll-free call center, interactive & static website development and support, enterprise database management, response processing, and Qualified Settlement Fund (QSF) distribution for settlements of various sizes. We uphold the highest level of confidentiality in all our operations, and any employee data and communication received by us will be treated with the utmost confidentiality and will not be disclosed to any unauthorized party. Attached is our current CV as **Exhibit A**, highlighting our primary competencies in settlement administration.

5. Apex Class Action ensures that Client and employee information is only used for the purposes specified in the relevant agreements or court orders governing the provision of its legal services. To safeguard employee information, Apex Class Action has implemented a comprehensive process to identify, assess, and mitigate risks in all areas of its operations, regularly evaluating the effectiveness of its security measures. Access to aggrieved employee information is limited to employees, agents, or subcontractors who require it to perform their duties, and Apex Class Action conducts background checks on all personnel with access to sensitive personal information, to ensure they do not pose a threat to the

1 security of client or aggrieved employee information. To guarantee the security of the settlement
2 administration process, Apex Class Action maintains Professional Liability and Cyber Liability Insurance
3 coverage, as required by legal standards and best practices in the legal profession.

4 6. Apex Class Action disbursement process involves (i) obtaining a Federal Employer
5 Identification Number (FEIN) from the Internal Revenue Service (IRS) under the name of the settlement
6 case; (ii) establishing a QSF to manage the distribution of settlement funds; (iii) conducting preliminary
7 and final calculations to determine the individual settlement amounts, including attorneys' fees, costs,
8 enhancement awards, and any other court-approved designees; (iv) calculating and reporting state and
9 federal taxes as applicable; (v) and disseminating approved settlement funds and tax forms via First-Class
10 USPS mail.

11 7. The administration fees for Apex Class Action's management of this PAGA settlement will
12 not exceed \$7,690.00, as specified in **Exhibit B**. This document presents a comprehensive plan detailing
13 the specific administration services that will be provided.

14
15 I declare under penalty of perjury under the laws of the state of California that the foregoing is
16 true and correct. Executed this 28th day of May 2025, in Irvine, California.

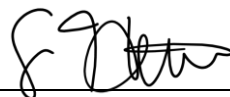
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19 _____
20 Sean Hartranft
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EXHIBIT A



CASE TYPES

- Consumer
- Data Breach
- Mass Tort Disbursement
- Wage & Hour
- Private Attorneys
General Act (PAGA)
- Belaire West
- Class Certification
- Fair Labor Standards
Act (FSLA)
- Telephone Consumer
Protection Act (TCPA)
- Employee Retirement
Income Security Act
(ERISA)
- Product Liability

SUMMARY

Apex Class Action brings together a seasoned team of professionals adept at navigating the intricate landscape of legal processes and settlement administration. Armed with extensive expertise, we offer a comprehensive understanding of the nuances inherent in settlement procedures. Our organization excels in communication and organization, leveraging cutting-edge technology to streamline project management and adhere to rigorous timelines with precision and efficiency.

From initial pre-settlement consultation to the final stages of disbursement and tax reporting, our technology platform and stringent data security protocols revolve around integration, automation, and observability. This ensures swift and precise payment for class members, bolstering efficiency and accuracy throughout the process.

PRELIMINARY CONSULTATION

Our complimentary preliminary consultation serves as the cornerstone for establishing a comprehensive framework. This framework ensures that all stakeholders grasp the project's scope, timeline, and budget parameters effectively. Following the alignment of objectives and expectations between plaintiff and defense counsel, our team diligently explores additional avenues to identify potential class members. We go the extra mile by offering detailed interactive banner ad campaigns and print media options, maximizing outreach and engagement to achieve optimal results.

CASE MANAGEMENT

At Apex Class Action, our expert Case Managers and Data Managers take charge of overseeing all aspects of the settlement administration process. Their role is pivotal in ensuring strict adherence to court orders, settlement agreements, and industry benchmarks. Working hand in hand with both plaintiff and defense counsel, we meticulously manage every aspect of the settlement administration process.

Our comprehensive mailing and notification services commence with meticulous data scrubbing and the establishment of a class database, guaranteeing the accuracy of contact information. Subsequently, the database undergoes validation using the USPS National Change of Address (NCOA) database to ensure precision and reliability. Additionally, we provide court-certified translation services covering over 65 languages, facilitating effective communication across diverse demographics. In instances where mail is returned as undeliverable, we undertake skip tracing to obtain updated addresses for class members, ensuring that all notices reach their intended recipients without delay.



To ensure transparency throughout the entire process, a steady cadence of reports, as defined during the preliminary consultation, is generated throughout the administration process for both the plaintiff and defense counsel.

Our capability to provide cost-effective pricing is rooted in our adept utilization of cutting-edge technology, a team of highly skilled professionals, and an optimized process. Should the courts approve the utilization of modern electronic notification methods like email and banner ads, we ensure both certainty and cost-effectiveness. Through electronic disbursement, we offer a highly efficient strategy wherein settlement awards are directly delivered to class members, mitigating potential drawbacks associated with traditional mail delivery and enhancing overall efficiency.

TAX COMPLIANCE & CASE RESOLUTION

Apex leverages its proprietary technology to efficiently manage all necessary state and federal tax reporting requirements. This includes establishing a Settlement Federal Tax Identification Number (FIEN) with the IRS and Qualified Settlement Fund (QSF) EDD accounts where applicable. We handle taxes associated with settlements involving multiple state tax filings, as well as manage all payroll tax filings such as Form 940, 941, and state filings. Additionally, our services encompass the preparation of information returns (Forms W-2, 1099, and 1042-S) for reportable payments and the preparation of the annual Federal income tax return (Form 1120-SF). Moreover, we provide comprehensive management of qualified settlement funds (QSF), ensuring that all accounts are FDIC-insured bank accounts. Our full suite of comprehensive tax management services includes:

- Prepare and fill all applicable returns (Forms W-2, 1099, and 1042-S)
- Payroll tax filings, including Form 940, 941, and state filings
- FID-Insured QSF Bank Accounts
- State and Federal Tax Reporting
- IRS Federal Tax Identification Number
- QSF Audit Reports
- Prepare And File 1120-SF Tax Returns with Quarterly Tax Obligations

CONTACT

Address
18 Technology Dr. Ste. 164
Irvine, CA 92618

Email
Info@apexclassaction.com

Phone
1.800.355.0700

EXHIBIT B

**Quotation Request:**

Claude Lapuyade
JCL Law Firm A.P.C
jlapuyade@jcl-lawfirm.com
619-599-8292

Case Name:

Flores v. Sierra Wes Wall Systems, Inc.

Date:

Wednesday, January 29, 2025

RFP Number:

16652010

Prepared By:

Sean Hartranft
Apex Class Action LLC
Sean@apexclassaction.com
949.878.3676

Settlement Specifications

Number of Aggrieved Employees	735
Certified Language Translation:	Yes
Static Settlement Website	No
Percentage of Undeliverable Mail	20%

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Data Analytics and Standardization

Import and Standardize Data*	Per Hour	\$125.00	2	\$250.00
Data Analyst	Per Hour	\$150.00	2	\$300.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.				
Sub Total:				\$550.00

Project Management

Project Management	Per Hour	\$150.00	3	\$450.00
Project Coordinator	Per Hour	\$90.00	2	\$180.00
Data Analyst and Reporting	Per Hour	\$140.00	1	\$140.00
Sub Total:				\$770.00

Toll-Free Contact Center, Website, Reporting & Pre-Distribution

Form Set Up	Per Hour	\$120.00	1	\$120.00
Bilingual Toll-Free Contact Center	Static Rate	\$150.00	1	\$150.00
NCOA Address Update (USPS)	Static Rate	\$90.20	1	\$90.20
Settlement Status Reports	Static Rate	\$750.00	1	Waived
Sub Total:				\$360.20



Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Distribution & Settlement Fund Management				
Settlement Calculations	Per Hour	\$120.00	3	\$360.00
Account Management and Reconciliation	Per Hour	\$140.00	3	\$420.00
Print & Mail Distribution Settlement Check (IRS Form 1099 if applicable)	Per Piece	\$1.50	735	\$1,102.50
USPS First Class Postage	Per Piece	\$0.68	735	\$499.80
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$2.50	147	\$367.50
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	8	\$800.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,250.00	1	\$1,250.00
Unclaimed Funds: State Controller's Unclaimed Property Fund	Static Rate	\$500.00	1	\$500.00
Sub Total:				\$5,299.80

Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	2	\$270.00
Project Management Reconciliation	Per Hour	\$100.00	2	\$200.00
Declarations	Per Hour	\$120.00	2	\$240.00
Sub Total:				\$710.00

			WILL NOT EXCEED:	\$7,690.00
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Thank you for your business!



Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. **Services:** Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. **Payment Terms:** As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. **Incurred Expenses:** In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. **Invoicing:** Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In the event of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. **Case Duration:** The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. **Termination of Services:** Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. **Independent Contractor:** As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. **Apex warrants** that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.

9. **Limitation of Liability:** The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. **Indemnification:** The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. **Confidentiality:** Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of this confidentiality may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. **Ownership** of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.

13. Apex may derive financial benefits from financial institutions in connection with the deposit and investment of funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

14. **COMPLETE AGREEMENT.** These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.

16. **Force Majeure:** In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.

18. **Severability:** This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. **Nonwaiver:** This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.