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Attorneys for Plaintiff CARLOS ALBERTO MUNGUIA FLORES

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

Action Filed: February 3, 2021

**[PROPOSED] ORDER APPROVING
PLAINTIFF'S PAGA ACTION
SETTLEMENT**

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

Judge: Honorable Charles F. Adams
Department: 7

1 Plaintiff Carlos Alberto Munguia Flores, (“Plaintiff”) with Defendants Sierra Wes Wall
2 Systems, Inc. and Apex Construction Group, Inc. (“Defendants”) moved for approval of the proposed
3 settlement of Plaintiff’s claims for civil penalties under the California Labor Code Private Attorneys
4 General Act (“PAGA”), pursuant to California Labor Code section 2699(1). Plaintiff seeks approval
5 of the settlement, including the Gross Settlement Amount of \$1,680,000.00. The Stipulation of
6 Settlement of PAGA Action and Release of PAGA Claims (the “Agreement”) provides that from
7 the Gross Settlement Amount, there shall be a deduction of the PAGA Counsel Award consisting
8 of attorneys’ fees not to exceed 35% of the Gross Settlement Amount (\$588,000.00) **and** costs and
9 expenses supported by declaration not to \$60,000.00, and payment of Claims Administration Costs
10 in an amount not to exceed \$7,690.00. The Labor Workforce Development Agency (“LWDA”)
11 was provided with notice of the settlement and the motion via its online filing portal and no
12 objection has been received to the settlement or the motion.

13 Following the Court’s approval of the Settlement and upon Defendants’ funding of the
14 Gross Settlement Amount, in exchange for the consideration set forth in this Agreement, Plaintiff,
15 the LWDA and the State of California release Defendants from the Released PAGA Claims for
16 the PAGA Period. The Released PAGA Claims include all PAGA claims alleged in the operative
17 complaint in the Action and Plaintiff’s PAGA notice to the LWDA which occurred during the
18 PAGA Period, and expressly excluding all other claims, including claims for vested benefits,
19 wrongful termination, unemployment insurance, disability, social security, workers’
20 compensation, and PAGA claims outside of the PAGA Period. The PAGA Period is the period
21 between December 14, 2019, through December 31, 2024.

22 Good cause appearing based on the reasons set forth in the motion for approval, the Court
23 hereby GRANTS the Motion and approves the PAGA settlement as set forth as follows: (1)
24 \$588,000 shall be paid to PAGA Counsel for payment of attorneys’ fees; (2) \$23,708.52 shall be
25 paid to PAGA Counsel for reimbursement of actually incurred litigation expenses; and (3)
26 \$7,690.00 shall be paid to the Claims Administrator for the cost of administration of the
27 settlement. After these deductions, the amount remaining is the Net Settlement Amount in an of
28 \$1,060,601.48, which shall be allocated and paid out as set forth in the Agreement and in

1 accordance with Labor Code section 2699(i).

2 After entry of this Judgment, the Court shall retain jurisdiction to construe,
3 interpret, implement, and enforce the Agreement, to hear and resolve any contested challenge to
4 a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
5 connection with the distribution of settlement benefits.

6 **IT IS SO ORDERED AND ADJUDGED, LET JUDGMENT BE FORTHWITH**
7 **ENTERED ACCORDINGLY.**

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9 DATED: _____

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11 HON. CHARLES F. ADAMS
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