

1 Manny Starr (319778)
2 manny@frontierlawcenter.com
3 Rebecca Harteker (349793)
4 Rebecca@frontierlawcenter.com
5 **FRONTIER LAW CENTER**
6 6200 Canoga Ave., Suite 470
7 Woodland Hills, CA 91367
8 Telephone: (818) 914-3433
9 Facsimile: (818) 914-3433

10 Attorneys for Plaintiff,
11 individually and on behalf of all others similarly situated

12 **IN THE SUPERIOR COURT OF CALIFORNIA**

13 **COUNTY OF LOS ANGELES**

14 STEPHANIE IBARRA, individually and on
15 behalf of all others similarly situated,

16 Plaintiff(s),

17 v.

18 TOWER ENERGY GROUP; and DOES 1
19 through 100,

20 Defendant(s).

Case No. 24STCV20112

**PLAINTIFF'S DECLARATION IN
SUPPORT OF MOTION TO APPROVE
PAGA SETTLEMENT**

Date: July 17, 2026

Time: 8:30 AM

Department: 514

Reservation ID:332490622972

21 I, Stephanie Monroy (formerly Stephanie Ibarra), declare as follows:

22 1. I am the plaintiff, I am an individual currently residing in California, and I am over
23 the age of 18. The following is based upon my own personal knowledge. If called to testify, I could
24 and would competently testify thereto.

25 2. I was employed in California by Defendant Tower Energy Group (hereinafter
26 referred to as "Defendant") from approximately March 7, 2022 to February 16, 2024, as a
27 Team/Crew Member.

28 3. I initiated my first contact with Frontier Law Center on or about April 27, 2024.
Thereafter, I retained Frontier Law Center to represent me against Defendant for wage and hour

1 claims. I spoke to the lawyers at Frontier Law Center and their staff regularly throughout my
2 involvement in this matter.

3 4. I understand that the lawsuit alleges Defendant violated meal and rest break,
4 reimbursement, and other labor code laws. I also understand that the lawsuit alleges that Defendant
5 is liable for wage statement and waiting time penalties. Finally, I understand that the lawsuit also
6 sought penalties under the Private Attorneys General Act ("PAGA").

7 5. While I was employed by Defendant, I experienced labor violations including being
8 denied compliant meal and rest periods, being required to work off the clock without compensation,
9 and being required to purchase caution tape for work purposes without reimbursement.

10 6. I believed that the policies about which I complained were the same for all of
11 Defendant's hourly employees. I was able to provide documents and to review documents that were
12 produced in this action including personnel files, pay records, and logbooks. I assisted in all aspects
13 of this litigation, including providing information to my attorneys to help them draft informal and
14 formal discovery requests and responses which my attorneys sent on behalf of myself and the
15 putative PAGA members, and attending telephonic conferences in preparation for mediation. I
16 reviewed documents provided to me by my attorneys and spent numerous hours in discussions
17 about this matter with my attorneys at the Frontier Law Center.

18 7. Despite numerous obligations and busy schedule, I have spent a significant amount
19 of time on this case since my initial contact with the lawyers on this matter, and anticipate more
20 time as the PAGA settlement notice will be mailed shortly. I have reviewed the settlement papers
21 and the personnel files, pay records, and logbooks that were produced in the litigation and for the
22 mediation session. I was also involved in discussing evidence provided in advance of mediation. I
23 participated in all calls as requested by counsel.

24 8. I made myself available for the mediation on March 30, 2026, and I was involved in
25 the settlement negotiations and discussions. I gave my authorization to negotiate, and the parties
26 settled at mediation under the guidance of mediator Michael Ludwig.

27 9. I am an adequate representative of the hourly employees. My interests are the same
28 as the other hourly employees, as all employees in the PAGA group were subject to the same

1 policies and procedures at issue in the suit. I also believe my attorneys competently represented the
2 PAGA group. I have always been prepared and willing to remain PAGA representative through trial
3 in this matter, if necessary.

4 10. I also understood that I was acting on behalf of the aggrieved employees and the
5 State of California.

6 11. I believe that the PAGA Settlement obtained on behalf of the group of aggrieved
7 employees is excellent in view of the complex and varied issues involved with the case. I took into
8 consideration the strength and weakness of the various claims for all employees and along with my
9 attorneys agreed to the settlement. I was prepared to sit for PAGA trial if necessary. I strongly
10 support the settlement in this matter. When I was contemplating settlement, I always kept the best
11 interests of the PAGA group in mind over my own and I was not willing to settle the matter until I
12 felt it was in the best interest of all aggrieved employees.

13 12. As set forth above, I have been involved with the pleadings, informal discovery, and
14 the settlement negotiations prior to, during, and after the mediation session. I understand many risk
15 factors that were considered and financial issues that were considered when agreeing to the
16 settlement being presented to the Court. I have every reason to believe that the aggrieved employees
17 will be excited about the settlement amount and their respective settlement share. Despite the
18 financial hardship that it would have caused me, I was prepared to sit in trial for up to 2–4 weeks, if
19 necessary.

20 13. Furthermore, it is my opinion that my request for a PAGA representative service
21 award in the amount of \$5,000 is fair, reasonable, and adequate. I had legitimate fear that my
22 participation as the lead and sole Plaintiff in this PAGA representative action could result in future
23 issues should I try to work in the same industry. I accepted the potential risk of being liable for the
24 opposing parties' costs if we were unsuccessful in this lawsuit. I do understand that the service
25 award amount is not guaranteed and that the requested amount is fair and reasonable in light of my
26 work and participation in this case. I also note that I am simultaneously pursuing my individual
27 employment claims in a separate arbitration proceeding (AAA Case No. 012400056907), which this
28

PAGA settlement does not affect or release, and my involvement in both proceedings simultaneously has required substantial additional time and effort on my part.

14. I support my attorneys' request for fees as I believe the fee request of 35% of the gross settlement amount of \$435,000, or \$152,250, to be fair and reasonable in light of the hours spent litigating my case.

15. I also believe that the attorneys' cost request of \$7,856.31, which does not include Settlement Administration Costs, is reasonable in light of the excellent work and favorable result my attorneys achieved for the aggrieved employees. I believe that the attorneys' costs incurred to date from the lawyers retained to represent me and the aggrieved employees are reasonable and necessarily incurred to prosecute this action and achieve this excellent result, including the costs of the mediator. I believe that my attorneys have worked hard to keep costs low and were able to successfully conduct informal discovery to resolve the case.

16. Therefore I respectfully request the court to approve the PAGA settlement. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATED: June 17, 2026

Signed by:

 CB675D14704A496
 Stephanie Monroy