

Hon. Robert S. Lasnik

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

THOMAS E. PEREZ, SECRETARY OF LABOR, )  
UNITED STATES DEPARTMENT )  
OF LABOR, )

) Case No. 2:13-cv-00683-RSL

Plaintiff, )

v. )

) **CONSENT JUDGMENT**

SUMMIT DRYWALL, INC., a Washington State )  
corporation, and THOMAS KAUZLARICH, an )  
individual, )

Defendants. )

Plaintiff, THOMAS E. PEREZ, Secretary of Labor, United States Department of Labor (“Plaintiff” or the “Secretary”); Defendant SUMMIT DRYWALL, INC., a Washington corporation; and Defendant THOMAS KAUZLARICH, an individual (collectively “Defendants”), have agreed to resolve the matters in controversy in this civil action and consent to the entry of this consent judgment (“Consent Judgment” or “Judgment”) in accordance herewith:

**CONSENT JUDGMENT– PAGE 1**  
*Perez v. Summit Drywall, Inc., et al.*  
Case No. 2:13-cv-00683-RSL

U.S. DEPARTMENT OF LABOR  
OFFICE OF THE SOLICITOR  
300 Fifth Ave., Suite 1120  
Seattle, WA 98104  
(206) 757-6762  
Fax: (206) 757-6761

## I. LIABILITY

A. The Secretary has filed a Complaint alleging that Defendants violated provisions of Sections 6, 7, 11(c), 15(a)(2) and (5) of the Fair Labor Standards Act of 1938, as amended (“FLSA” or the “Act”), 29 U.S.C. §§ 206, 207, 211(c), and 215(a)(2) and (5).

B. Defendants acknowledge receipt of a copy of the Secretary’s Complaint.

C. The Secretary acknowledges receipt of a copy of Defendants’ Answer.

D. Defendants admit that the Court has jurisdiction over the parties and subject matter of this civil action and that venue lies in the district court for the Western District of Washington.

E. Defendants and the Secretary agree to the entry of this Consent Judgment without contest.

F. Defendants acknowledge that Defendants and any individual or entity acting on their behalf or at their direction (including but not limited to supervisors at Defendants’ worksites) have notice of, and understand, the provisions of this Consent Judgment.

G. Defendants admit that during the period from October 15, 2009, through April 15, 2013 (the “Subject Period”), they failed to pay the overtime premium to employees listed in Exhibit A to this Judgment (“Employees”) in that they did not pay Employees for workweeks longer than 40 hours without compensating these Employees at overtime rates of not less than one and one-half times the regular rate at which they were employed when said Employees were engaged in commerce and in the production of goods for commerce or were employed in an enterprise engaged in commerce or in the production of goods for commerce, within the meaning of the Act.

H. Defendants admit that during the Subject Period they failed to maintain, keep, make available to authorized agents of plaintiff for inspection, transcription, and/or copying, and preserve

accurate records of their Employees and of the wages, hours, and other conditions and practices of employment within the meaning of the Act.

## **II. INJUNCTIVE RELIEF AND REMEDIES**

Therefore, upon motion of the attorneys for the Secretary, and for cause shown:

**A. IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that pursuant to Section 17 of the FLSA, Defendants and their officers, agents, servants, employees, and all persons in active concert or participation with them, be and hereby are permanently enjoined and restrained from violating the provisions of the FLSA in any of the following manners:

1. Defendants shall not, contrary to Sections 6 and 15(a)(2) of the FLSA, pay any of their employees who in any workweek are engaged in commerce or in the production of goods for commerce or who are employed in an enterprise engaged in commerce or in the production of goods for commerce, within the meaning of the FLSA, wages at a rate less than the applicable federal minimum wage.

2. Defendants shall not, contrary to Sections 7 and 15(a)(2) of the FLSA, employ any of their employees who in any workweek are engaged in commerce or the production of goods for commerce, or who are employed in an enterprise engaged in commerce or in the production of goods for commerce, within the meaning of the FLSA, for workweeks longer than forty (40) hours, unless such employee receives compensation for his or her employment in excess of forty (40) hours at a rate not less than one and one-half times the regular rate at which he or she is employed.

3. Defendants shall make, keep, and preserve accurate records of the wages, hours, and other work conditions and practices of each and every individual who performs any work for

Defendants at their current or future worksites, as required by the Act. Within ten (10) calendar days of the entry of this Consent Judgment, Defendants shall implement a recordkeeping, retention, and inspection program as detailed below:

**a. Tracking Employee Hours**

- (1) Defendants shall maintain and preserve time records as required by 29 C.F.R. § 516.2(a). Such time records shall document:
  - (A) Each employee's work day start and end times; and
  - (B) How many hours per day each employee performs work for Defendants, including but not limited to hanging, taping, finishing or otherwise installing drywall,
- (2) A work day starts at whichever of the following occurs first:
  - (A) The time the employee commences work at the worksite if he/she travels directly from home;
  - (B) If an employee is required or permitted to pick up supplies, the time the employee arrives at a store to pick up supplies on the way to a worksite;
  - (C) The start time of a meeting or other event where the employee's attendance is required or permitted by Defendants; or
  - (D) Any other time the employee is required or permitted to begin working.
- (3) A work day ends when an employee is completely relieved of his or her work duties. Bona fide meal periods of not less than 30 minutes are not hours

worked. If the employee is required or permitted by Defendants to attend a meeting, go to a store to purchase supplies, or conduct other business required or permitted by Defendants at the end of the day before returning home, the employee's work day will end at the time they finish the required task.

- (4) Defendants shall keep and maintain accurate records of their employees' hours worked per day and per workweek.
- (5) Upon entry of this Consent Judgment and for one (1) year thereafter, Defendants shall include a copy of each drywall hanger and taper's time record with each such employee's paycheck.

b. **Employees Paid on a Production (Piece Rate) Basis**

- (1) Defendants will enter a written agreement with each of their piece rate employees as to how much per square foot the employee will be paid ("Square Foot Rate") for the installation of drywall.
- (2) For each work week, Defendants will multiply the square feet installed by their employee times the employee's Square Foot Rate.
- (3) Defendants shall add each bonus paid to their employees in a work week to the figure calculated pursuant to the preceding paragraph II.A.3.b.(2).
- (4) The amount for each employee from paragraph II.A.3.b.(3) shall be divided by the number of hours worked that week, pursuant to paragraph II.A.3.a. That number shall be the employee's regular rate ("Regular Rate") for that week. The Regular Rate must be equal to or exceed the applicable minimum wage rate.

c. **Calculating Overtime – Overtime Must Be Calculated at Time and One-Half an Employee’s Regular Rate**

- (1) Calculating the regular rate:
  - (a) If an employee is paid on an hourly basis, the regular rate is the hourly rate plus any bonuses the employee earns. If deductions are taken from an employee’s wages, they will not lower or change the regular rate.
  - (b) If an employee is paid on a production (piece rate) basis, the Regular Rate is calculated by dividing the total weekly earnings by the total number of hours worked.
  - (c) If an employee is paid both on an hourly basis and on a production basis, the regular rate is calculated by summing the total earnings divided by the number of hours worked.
- (2) With each wage payment, Defendants must provide each employee with a record showing how the weekly wages were calculated. For employees paid on a production basis, this record must show at least:
  - (a) The number of hours worked;
  - (b) The number of square feet of drywall installed and the agreed-up rate for each square foot installed;
  - (c) The regular rate as calculated;
  - (d) The number of overtime hours worked; and
  - (e) The amount of overtime paid based on the requirement of 1.5 times the employee’s regular rate.

**d. General Requirements**

- (1) Defendants shall maintain all timecards and payroll records for a period of not less than three (3) years, pursuant to 29 C.F.R. § 516.5.
- (2) Defendants shall not request or require employees to prepare inaccurate timecards.
- (3) Immediately upon entry of this Consent Judgment and for two (2) years thereafter, Defendant Kauzlarich shall certify the accuracy of each payroll under penalty of perjury and shall maintain this certification with the payroll records. This certification shall be produced to representatives of the Secretary of Labor upon their request.

4. Defendants shall not discriminate and/or retaliate in any way against any employees who file a complaint or cause any proceeding to be instituted under or related to the FLSA. Nor shall Defendants discriminate and/or retaliate in any way against any employee because such employee has received or retained monies due to him or her from Defendants under the provisions of this Consent Judgment or the FLSA.

**B. FURTHER, JUDGMENT IS HEREBY ENTERED**, pursuant to Section 16(c) of the FLSA, in favor of the Secretary and against the Defendants in the total amount of \$550,000.00 (five hundred and fifty thousand dollars), which is comprised of back wages for unpaid overtime compensation in the amount of \$275,000.00 and an additional equal amount of \$275,000.00 as liquidated damages.

1. As set forth in greater detail in Paragraph II.B.3.b. and c. below, Defendants shall pay to the Secretary the net amount of back wages due, from the total amount of \$275,000.00, which

represents the unpaid gross overtime compensation hereby found to be due for the Subject Period to the current and former Employees of Defendants named in Exhibit A, attached hereto and made a part hereof.

2. As set forth in greater detail in Paragraph II.B.3.b. and c., below, and pursuant to authority expressly provided in Section 16 of the FLSA, 29 U.S.C. § 216, Defendants shall pay to the Secretary the additional sum of \$275,000.00, which represents liquidated damages hereby found to be due for the Subject Period to the current and former Employees named in Exhibit A, attached hereto and made a part hereof.

3. The provisions of Paragraphs B.1 and B.2 of this Consent Judgment shall be deemed satisfied where Defendants comply with the following payment provisions:

- a. Within sixty (60) calendar days of the entry of this Consent Judgment, Defendants shall deliver to District Director Donna Hart, Wage and Hour Division, United States Department of Labor (“Wage and Hour Division”), 300 Fifth Avenue, Suite 1130, Seattle, WA 98104, a schedule containing: (1) employer name(s), employer identification number(s), employer address(es) and telephone number(s), and (2) the names, last known home addresses, Social Security numbers, home telephone numbers, mobile telephone numbers, gross amount of back wages and liquidated damages (as listed in the attached Exhibit A), amounts of legal deductions for Social Security and withheld taxes thereon, and the resulting net amount of back wages for each Employee listed in the attached Exhibit A. Defendants shall be responsible for determining each Employee’s legal deductions for Social Security and withholding taxes thereon from the amounts to be paid to



the Employees named in the attached Exhibit A, and for timely remitting said deductions to the appropriate governmental agencies entitled thereto.

- b. Within sixty (60) calendar days of entry of this Consent Judgment, Defendants shall initiate repayment of the back wages and liquidated damages by preparing two checks for each Employee listed in Exhibit A. The first check will be in the amount of total net back wages due to said Employee, with all appropriate deductions withheld as set forth in Paragraph II.B.3.a, and shall have “Net BW Due” written thereon. The second check will be for the full amount of liquidated damages due to said Employee as set forth in the attached Exhibit A and shall have “Liquidated Damages” written thereon. Both checks shall include the firm name of “Summit Drywall, Inc.” and shall be made payable to the order of the “Employee or Wage & Hour Div., USDOL.” For example, payment to John Employee would be payable to “John Employee or Wage & Hour Div., USDOL.”
- c. No later than seventy (70) calendar days after entry of this Consent Judgment, Defendants shall deliver the payments described in the preceding paragraph to District Director Donna Hart, Wage and Hour Division, 300 Fifth Avenue, Suite 1130, Seattle, WA 98104.
4. In the event of a default in the timely making of the payments specified herein, the full gross amount outstanding due under this Consent Judgment, plus a penalty in the amount of 5% per year from the date of this Consent Judgment until the full amount of this Consent Judgment is paid in full, shall become immediately due and payable directly to the U.S. Department of Labor by certified check to the Wage and Hour Division. For the purposes of this paragraph, a “default” is deemed to

occur if payment is not delivered within five (5) calendar days of the due date specified in Paragraph II.B.3.c.

5. Upon receipt of the payments detailed in Paragraph II.B.3.b. the Secretary shall distribute said payments to the Employees named in the attached Exhibit A, or to their estates if that be necessary, in his sole discretion, and any monies not so paid within a period of three (3) years from the date of its receipt, because of an inability to locate the proper persons or because of their refusal to accept it, shall be then deposited in the Treasury of the United States, as miscellaneous receipts, pursuant to 29 U.S.C. § 216(c). Defendants may contact the Wage and Hour Division to inquire as to Employees who have not been located, and to offer further assistance in locating such Employees.

6. Within thirty (30) calendar days of the date of entry of this Consent Judgment, Defendants shall provide each of their Employees with a copy of the employee notice of rights (“Notice of Rights”), attached hereto as Exhibit B, which summarizes the terms of this Consent Judgment and provides direct guidance from the U.S. Department of Labor regarding employees’ rights under the FLSA (“Notice of Rights”). Exhibit B includes English and Spanish versions of the Notice of Rights. In the event the native language of any employee of Defendants is a language other than English or Spanish, Defendants shall ensure that the Notice of Rights is properly translated into that language. Within the time period prescribed above, Defendants shall take the following steps to help ensure that all of Defendants’ employees are aware of their rights under the FLSA:

- a. Defendants shall provide a copy of Exhibit B with the first two paychecks for the first two pay periods following entry of this Consent Judgment to all of Defendants’ employees; and

b. For a period of two (2) years, Defendants shall provide a copy of Exhibit B to all newly hired employees before or by the date said employee begins performing work for Defendants.

7. Within ten (10) calendar days of the date that Defendants sign this Consent Judgment, Defendants shall post U.S. Department of Labor-approved posters regarding the minimum wage and overtime provisions of the FLSA, in a prominent location at all of Defendants' permanent worksites. Copies of said posters are available for download and printing at:

<http://www.dol.gov/whd/regs/compliance/posters/flsa.htm>.

8. Within ninety (90) days of the entry of this Consent Judgment, or as soon thereafter as practicable given the Wage and Hour Division's representatives' availability, Defendants shall permit representatives from the Wage and Hour Division to conduct two (2) training sessions of approximately two (2) hours each for each individual on Defendants' payroll for the previous 60 days, preferably on a day Employees receive their paychecks. Defendants shall also be present at said training, which shall be compensable time for which employees shall receive pay. Topics to be covered by the Wage and Hour Division during said training shall include, but are not limited to: minimum wage, overtime, and recordkeeping provisions of the FLSA. Upon a determination by the Wage and Hour Division representatives, said training may include a confidential question and answer session between the Wage and Hour Division's representatives and Defendants' employees, during which time Defendants are not present ("Q&A Session"). The Q&A Session shall also be compensable time for which employees shall receive pay.

9. Defendants shall promote awareness of the importance of compliance with the requirements of the FLSA by writing and submitting for publication to an industry publication an article

that addresses the obligations of drywall employers to pay the minimum wage and overtime rates, that promotes the employment rights of workers, and discusses the necessity of a level playing field for all drywall employers by promoting a code of conduct that promotes adherence to federal labor and employment laws. The article will be tailored to employers similarly situated to Defendants. Within 60 days of entry of this Consent Judgment, Defendants will provide the Wage and Hour Division with a draft of the article prior to its submission for their review for accuracy. The Wage and Hour Division shall have 60 days to review the article. Defendants shall incorporate any changes suggested by the Wage and Hour Division prior to submitting the article to the trade publication. Defendants shall provide a final copy of the article to the Wage and Hour Division upon the article's publication. Defendants agree to make diligent efforts to have the article published.

10. Defendants shall purchase an ad of not less than one sixth of a page in the same industry publication for two days, or, if monthly, in two consecutive issues, containing information on the obligations of drywall employers to pay the minimum wage and overtime rates and promote the employment rights of drywall workers, and on the necessity of a level playing field for all drywall employers by promoting a code of conduct that promotes adherence to federal labor and employment laws. Within 60 days of entry of this Consent Judgment, Defendants will provide the Wage and Hour Division with a draft of the ad prior to its submission, for their review for accuracy. The Wage and Hour Division shall have 60 days to review the ad. Defendants shall incorporate any changes suggested by the Wage and Hour Division prior to submitting the ad to the trade publication. Defendants shall provide a final copy of the ad to the Wage and Hour Division upon the ad's publication. Defendants agree to make diligent efforts to have the ad published, and will provide a copy of the advertisement to each of its

current employees along with each employee's paycheck in the pay period following publication of the advertisement.

11. Each party shall bear all fees and other expenses (including attorneys' fees and court costs) incurred by such party in connection with any stage of this proceeding to date.

**C. IT IS FURTHER ORDERED** that this Court shall retain jurisdiction of this action for purposes of enforcing compliance with the terms of this Consent Judgment.

**D. IT IS FURTHER ORDERED** that the parties to the instant Complaint shall comply with the terms of this Consent Judgment.

DATED this 3<sup>rd</sup> day of February, 2014.



Robert S. Lasnik  
United States District Judge

Presented by:

M. PATRICIA SMITH  
Solicitor of Labor  
JANET M. HEROLD  
Regional Solicitor  
BRUCE L. BROWN  
Associate Regional Solicitor

JEANNIE GORMAN  
Senior Trial Attorney  
SUSAN BRINKERHOFF  
Trial Attorney

---

United States Department of Labor  
Counsel for Plaintiff

---

Date

Entry of this Judgment is hereby consented to:

---

THOMAS KAUZLARICH, individually and for  
Summit Drywall, Inc., Defendants

---

Date

DAVIS WRIGHT TREMAINE LLP  
Counsel for Defendants

---

Michael J. Killeen

Date

**Exhibit A to Consent Judgment**

	<b>Employee Name</b>	<b>Period Covered (Paycheck Dates)</b>	<b>Back Wages (\$)</b>	<b>Liquidated Damages (\$)</b>	<b>Gross Amt. Due (\$)</b>
1	Aguilar Lopez, Jose de J.	02/22/2013 – 04/05/2013	174.42	174.42	348.84
2	Aguilar, Raymundo	03/08/2013 – 03/22/2013	77.71	77.71	155.42
3	Aguilar, Victor	05/07/2010 – 04/06/2012	240.06	240.06	480.12
4	Alejandro Alonso, Jose	01/15/2010 – 05/07/2010	76.06	76.06	152.12
5	Almejo, Cain V.	10/23/2009 – 04/05/2013	3,796.36	3,796.36	7,592.72
6	Almejo, Genaro V.	10/23/2009	30.10	30.10	60.20
7	Alonso, Alfredo	04/22/2011	35.34	35.34	70.68
8	Alonso, Jose	04/09/2010 – 04/05/2013	433.92	433.92	867.84
9	Alvarado Q., Jesus J.	10/23/2009 – 12/17/2010	1,084.54	1,084.54	2,169.08
10	Alvarado, Carlos F.	10/23/2009 – 04/05/2013	2,909.22	2,909.22	5,818.44
11	Alvarado, Edgar Mauricio	06/15/2012 – 10/05/2012	151.93	151.93	303.86
12	Ambrocio, Jorge Rosales	01/14/2011 – 02/10/2012	436.62	436.62	873.24
13	Ambrocio, Rafael T.	10/23/2009 – 07/01/2011	247.89	247.89	495.78
14	Ambrocio, Rodolfo G.	01/15/2010 – 10/05/2012	386.25	386.25	772.50
15	Ambrocio, Jose L.	11/20/2009 – 08/12/2011	774.95	774.95	1,549.90
16	Araia, Oscar B.	02/22/2013 – 03/08/2013	81.05	81.05	162.10
17	Araiza Diaz, Gregorio A.	05/06/2011 – 04/05/2013	394.09	394.09	788.18
18	Araiza Estrada, Jorge A.	07/02/2010 – 04/05/2013	1,528.13	1,528.13	3,056.26
19	Araiza Rosales, Carlos	09/09/2011 – 12/16/2011	83.58	83.58	167.16
20	Araiza, Adolfo	10/23/2009 – 04/05/2013	3,432.70	3,432.70	6,865.40
21	Araiza, Efren	11/20/2009 – 04/05/2013	2,181.21	2,181.21	4,362.42
22	Araiza, Javier	01/15/2010 – 02/24/2012	344.84	344.84	689.68
23	Arevalo, Ruben G.	10/19/2012	36.03	36.03	72.06
24	Arzate R., Pedro	11/18/2011	23.90	23.90	47.80
25	Avalos, Jose	10/23/2009 – 04/05/2013	2,065.81	2,065.81	4,131.62
26	Avalos, Querin D.	10/23/2009 – 04/05/2013	2,096.27	2,096.27	4,192.54
27	Avila, Felix	12/14/2012 – 01/11/2013	113.44	113.44	226.88
28	Ayala Ramirez, Juan	03/25/2011 – 05/20/2011	185.93	185.93	371.86
29	B. Villa Lopez, Jesus	02/24/2012 – 04/20/2012	58.44	58.44	116.88
30	Baltazar, Erik	01/15/2010 – 04/05/2013	2,170.71	2,170.71	4,341.42

**Exhibit A (cont'd)**

	<b>Employee Name</b>	<b>Period Covered (Paycheck Dates)</b>	<b>Back Wages (\$)</b>	<b>Liquidated Damages (\$)</b>	<b>Gross Amt. Due (\$)</b>
31	Barajas, Jose Guadalupe	07/02/2010 – 12/17/2010	209.41	209.41	418.82
32	Barraza, Mario	04/20/2012 – 06/01/2012	134.21	134.21	268.42
33	Bautista, Dagoberto	02/25/2011 – 09/07/2012	332.14	332.14	664.28
34	Bautista, Manuel R.	03/08/2013 – 04/05/2013	84.56	84.56	169.12
35	Bautista, Pedro Damian	01/25/2013 – 04/05/2013	231.16	231.16	462.32
36	Bautista, Salvador	05/07/2010	30.27	30.27	60.54
37	Benavides, Arturo	02/24/2012 – 04/05/2013	832.28	832.28	1,664.56
38	Blanco, Francisco	10/23/2009 - 04/05/2013	3,823.87	3,823.87	7,647.74
39	Blas Blanco, Victor	07/01/2011 – 09/23/2011	42.78	42.78	85.56
40	Bravo Vidrio, Juan	10/19/2012	30.59	30.59	61.18
41	Cabrera, Ismael	05/18/2012 – 06/01/2012	75.65	75.65	151.30
42	Calderon Aguirre, Adrian	09/07/2012	22.81	22.81	45.62
43	Cardenas, Armando	09/07/2012 – 10/19/2012	52.29	52.29	104.58
44	Carrera, Diego Jaime M.	01/25/2013 – 02/22/2013	58.56	58.56	117.12
45	Carrera, Jorge	01/29/2010 – 04/05/2013	1,570.25	1,570.25	3,140.50
46	Carrillo, Santiago	01/28/2011 – 02/25/2011	21.15	21.15	42.30
47	Castanon, Alvaro R.	08/24/2012 – 09/07/2012	-	-	-
48	Castanon, Eduardo	04/08/2011 – 09/07/2012	8.36	8.36	16.72
49	Castillo Cauich, Luis	08/24/2012 – 10/05/2012	92.31	92.31	184.62
50	Castillo T., Jorge H.	04/23/2010 – 05/07/2010	58.64	58.64	117.28
51	Castillo Torres, Rogelio	04/22/2011 – 08/10/2012	122.32	122.32	244.64
52	Castillo, Jose Javier G.	04/08/2011 – 08/10/2012	684.52	684.52	1,369.04
53	Castillo, Jose Nava	01/15/2010	34.54	34.54	69.08
54	Castillo, Juan	07/27/2012 – 08/10/2012	47.38	47.38	94.76
55	Cauich, Carlos	08/24/2012 – 10/05/2012	92.25	92.25	184.50
56	Ceja, Abel	04/23/2010 – 12/14/2012	1,762.42	1,762.42	3,524.84
57	Ceja, Horacio	10/23/2009 – 04/05/2013	2,049.78	2,049.78	4,099.56
58	Ceja, Lauro Bernardo	03/25/2011 – 01/25/2013	488.18	488.18	976.36
59	Ceja, Osbaldo	10/23/2009 – 04/05/2013	1,527.39	1,527.39	3,054.78



**Exhibit A (cont'd)**

	<b>Employee Name</b>	<b>Period Covered (Paycheck Dates)</b>	<b>Back Wages (\$)</b>	<b>Liquidated Damages (\$)</b>	<b>Gross Amt. Due (\$)</b>
60	Cervantes, Jaime H.	11/20/2009 – 03/09/2012	1,571.49	1,571.49	3,142.98
61	Chavez, Manuel H.	11/16/2012 – 12/14/2012	73.65	73.65	147.3
62	Chavira, Francisco	07/27/2012 – 10/19/2012	184.94	184.94	369.88
63	Cifuentes G., Jose	10/23/2009 – 03/12/2010	136.24	136.24	272.48
64	Contreras Ayala, Jose	10/23/2009 – 08/13/2010	747.77	747.77	1,495.54
65	Contreras Galvan, Horacio	08/10/2012 – 04/05/2013	1,375.20	1,375.20	2,750.4
66	Contreras, Jose Felipe	06/15/2012 – 10/05/2012	151.93	151.93	303.86
67	Coral, Sergio	12/31/2009 – 10/19/2012	311.61	311.61	623.22
68	Cordova, Francisco	12/31/2009 – 05/18/2012	391.17	391.17	782.34
69	Cordova, Jose Y.	10/23/2009 – 04/22/2011	1,004.53	1,004.53	2,009.06
70	Coronado Quinon, Hector	07/27/2012 – 11/16/2012	47.54	47.54	95.08
71	Cortez, Juan L.	04/23/2010 – 06/04/2010	79.60	79.60	159.2
72	Cristanto, Bernardino	07/13/2012 – 08/24/2012	98.98	98.98	197.96
73	Cruz, Humberto	07/27/2012 – 04/05/2013	588.30	588.30	1,176.6
74	De Dios, Edgar M.	10/23/2009 – 02/22/2013	1,701.72	1,701.72	3,403.44
75	De La Cruz, Jose DeJesus Chavez	02/22/2013 - 04/05/2013	159.49	159.49	318.98
76	De La Cruz, Leonardo	05/06/2011 – 04/05/2013	1,855.97	1,855.97	3,711.94
77	De La Cruz, Martin G.	04/05/2013	33.61	33.61	67.22
78	De La Rosa G., Alfredo	11/23/2009 – 04/05/2013	3,727.31	3,727.31	7,454.62
79	De La Rosa G., Manolo	10/23/2009 – 04/05/2013	3,633.64	3,633.64	7,267.28
80	De La Rosa, Angel M.	12/16/2011 – 04/05/2013	1,090.11	1,090.11	2,180.22
81	De La Rosa, Cesar G.	04/22/2011 – 06/29/2012	306.65	306.65	613.3
82	De La Rosa, Eligio	10/23/2009 – 04/05/2013	3,262.07	3,262.07	6,524.14
83	DeLa Cruz, Cristian R.	03/11/2011 – 04/22/2011	142.73	142.73	285.46
84	DeLa Rosa, Cesar R.	04/08/2011 – 12/14/2012	219.72	219.72	439.44
85	Diaz Avalos, Juan	12/16/2011 – 04/05/2013	1,618.29	1,618.29	3,236.58
86	Diaz, Cirilo	07/30/2010 – 04/05/2013	773.71	773.71	1,547.42

**Exhibit A (cont'd)**

	<b>Employee Name</b>	<b>Period Covered (Paycheck Dates)</b>	<b>Back Wages (\$)</b>	<b>Liquidated Damages (\$)</b>	<b>Gross Amt. Due (\$)</b>
87	Diaz, Gumaro	02/08/2013 – 04/05/2013	147.75	147.75	295.50
88	Diaz, Juan V.	10/22/2010 – 08/12/2011	711.70	711.70	1,423.40
89	Diaz, Ricardo M.	10/23/2009 – 04/05/2013	3,318.94	3,318.94	6,637.88
90	Diaz, Tomas	08/24/2012 – 04/05/2013	486.69	486.69	973.38
91	Duenas Salcedo, Cesar	05/18/2012 – 04/05/2013	851.88	851.88	1,703.76
92	Duenas Salcedo, Edgar	01/28/2011 – 02/25/2011	21.15	21.15	42.30
93	Duenas, Edgar G.	04/05/2013	46.97	46.97	93.94
94	Duenas, Fernando L.	10/23/2009 – 04/05/2013	3,338.53	3,338.53	6,677.06
95	Encisco, Fidel A.	10/23/2009	37.55	37.55	75.10
96	Encisco, Joel G.A.	10/23/2009 – 04/05/2013	1,403.01	1,403.01	2,806.02
97	Encisco, Pedro D.	04/05/2013	56.16	56.16	112.32
98	Escobar, Alfredo	02/22/2013 – 03/22/2013	114.94	114.94	229.88
99	Escobar, Jose G.	04/08/2011 – 04/05/2013	1,173.99	1,173.99	2,347.98
100	Escobar, Rene	02/11/2011	16.61	16.61	33.22
101	Espinoza, Humberto	10/19/2012 – 11/02/2012	37.12	37.12	74.24
102	Esquivel, Hector P.	10/19/2012 – 11/02/2012	106.93	106.93	213.86
103	Estrada, Armando	10/19/2012	30.56	30.56	61.12
104	Federico Lopez, Osvaldo	01/15/2010 – 05/18/2012	121.44	121.44	242.88
105	Fierro-Avila, Salvador	02/10/2012 – 12/28/2012	819.01	819.01	1,638.02
106	Figueroa Padilla, Jose	01/29/2010 – 04/05/2013	3,600.14	3,600.14	7,200.28
107	Flores, Gabino	04/05/2013	39.31	39.31	78.62
108	Flores, Jaime	04/05/2013	39.31	39.31	78.62
109	Flores, Javier	10/23/2009 – 02/25/2011	1,439.54	1,439.54	2,879.08
110	Flores, Oscar D. C.	01/15/2010 – 02/24/2012	125.53	125.53	251.06
111	Flores, Ramon R.	04/23/2010 – 10/19/2012	250.06	250.06	500.12
112	Flores, Ricardo	04/05/2013	39.31	39.31	78.62
113	Gallegos, Efrain	04/05/2013	65.54	65.54	131.08

**Exhibit A (cont'd)**

	<b>Employee Name</b>	<b>Period Covered (Paycheck Dates)</b>	<b>Back Wages (\$)</b>	<b>Liquidated Damages (\$)</b>	<b>Gross Amt. Due (\$)</b>
114	Garcia Castillo, Fernando R.	06/01/2012 – 07/13/2012	145.95	145.95	291.90
115	Garcia Castillo, Jose Alonso	08/10/2012 – 11/02/2012	103.24	103.24	206.48
116	Garcia, Fidel	07/01/2011	8.72	8.72	17.44
117	Garcia, Gilberto R.	01/28/2011 – 04/05/2013	1,530.71	1,530.71	3,061.42
118	Garcia, Joaquin R.	10/23/2009 – 12/28/2012	2,395.44	2,395.44	4,790.88
118	Garcia, Jose L.	05/06/2011 – 04/05/2013	497.47	497.47	994.94
120	Garcia, Juan L.	04/22/2011	35.34	35.34	70.68
121	Garcia, Miguel A. F.	03/08/2012	22.37	22.37	44.74
122	Garcia, Ramon	05/06/2011 – 04/05/2013	497.59	497.59	995.18
123	Garcia, Ruben	04/22/2011 – 03/09/2012	94.13	94.13	188.26
124	Gaspar, Miguel	04/05/2013	52.41	52.41	104.82
125	Gomez P., Blas	05/21/2010 – 04/22/2011	249.07	249.07	498.14
126	Gomez, Hugo A.	04/20/2012 – 06/01/2012	75.60	75.60	151.20
127	Gonzaga, Ramon A.	10/23/2009 – 10/05/2012	759.82	759.82	1,519.64
128	Gonzales, Isaac Lopez	11/06/2009 – 10/19/2012	2,554.43	2,554.43	5,108.86
129	Gonzalez, Luis Manuel Tiznado	01/25/2013 – 04/05/2013	256.36	256.36	512.72
130	Gonzalez, Tirso C.	04/22/2011 – 02/24/2012	332.19	332.19	664.38
131	Guadalupe, Efrain N.	04/23/2010 – 11/04/2011	333.30	333.30	666.60
132	Guadalupe, Leocadio	07/27/2012 – 12/14/2012	338.93	338.93	677.86
133	Guadalupe, Marco	06/15/2012 – 08/10/2012	224.64	224.64	449.28
134	Guadalupe, Osbaldo	04/05/2013	46.60	46.60	93.20
135	Guadalupe, Pedro A.	10/23/2009 – 02/12/2010	179.25	179.25	358.50
136	Guadalupe, Pedro R.	11/20/2009 – 04/05/2013	716.45	716.45	1,432.90
137	Guadalupe, Sergio B.	03/08/2013	22.37	22.37	44.74
138	Guerrero Adame, Jaime	03/11/2011 – 04/05/2013	416.53	416.53	833.06

**Exhibit A (cont'd)**

	<b>Employee Name</b>	<b>Period Covered (Paycheck Dates)</b>	<b>Back Wages (\$)</b>	<b>Liquidated Damages (\$)</b>	<b>Gross Amt. Due (\$)</b>
139	Guerrero B., Beningo	02/24/2012 – 04/05/2013	351.43	351.43	702.86
140	Guerrero Martinez, Isaias	05/07/2010	31.85	31.85	63.70
141	Guerrero Martinez, Jose	05/18/2012 – 04/05/2013	202.99	202.99	405.98
142	Guerrero, Armando P.	12/04/2009 – 04/05/2013	3,080.78	3,080.78	6,161.56
143	Gutierrez, Juan D.	02/11/2011	16.61	16.61	33.22
144	Gutierrez, Roberto E.	02/11/2011	16.61	16.61	33.22
145	Guzman A., Jose J.	10/05/2012 – 04/05/2013	62.98	62.98	125.96
146	Guzman Nava, Jose	12/31/2009 – 03/12/2010	120.57	120.57	241.14
147	Guzman, Abraham C.	10/23/2009 – 04/05/2013	2,142.32	2,142.32	4,284.64
148	Guzman, Alfredo Benito Lopez	01/15/2010 – 12/14/2012	426.22	426.22	852.44
149	Guzman, Apolonio C.	06/03/2011 – 04/05/2013	1,217.84	1,217.84	2,435.68
150	Guzman, Avigay B.	04/08/2011 – 12/16/2011	159.98	159.98	319.96
151	Guzman, Braulio C.	05/04/2012 – 04/05/2013	788.70	788.70	1,577.40
152	Guzman, David G.	01/15/2010 – 03/25/2011	17.40	17.40	34.80
153	Guzman, David J.	11/02/2012 – 04/05/2013	634.80	634.80	1,269.60
154	Guzman, Diego R.	12/31/2009 – 01/15/2010	43.79	43.79	87.58
155	Guzman, Edgardo N.	09/09/2011 – 10/21/2011	144.10	144.10	288.20
156	Guzman, Flavio L.	04/23/2010 – 06/04/2010	79.60	79.60	159.20
157	Guzman, Jorge C.	04/23/2010	28.25	28.25	56.50
158	Guzman, Jose A.R.	10/23/2009 – 02/24/2012	2,472.16	2,472.16	4,944.32
159	Guzman, Jose D.	10/23/2009 – 03/12/2010	348.25	348.25	696.50
160	Guzman, Jose Octavio J.	11/02/2012 – 04/05/2013	644.55	644.55	1,289.10
161	Guzman, Jose R.	01/15/2010 – 04/05/2013	2,378.86	2,378.86	4,757.72
162	Guzman, Juan J.	04/05/2013	45.57	45.57	91.14
163	Guzman, Laris M.	08/24/2012 – 04/05/2013	546.09	546.09	1,092.18
164	Guzman, Marcos S.	08/24/2012 – 09/07/2012	79.38	79.38	158.76
165	Guzman, Miguel B.	10/23/2009 – 04/05/2013	4,062.79	4,062.79	8,125.58
166	Guzman, Pablo G.	01/15/2010	40.07	40.07	80.14

**Exhibit A (cont'd)**

	<b>Employee Name</b>	<b>Period Covered (Paycheck Dates)</b>	<b>Back Wages (\$)</b>	<b>Liquidated Damages (\$)</b>	<b>Gross Amt. Due (\$)</b>
167	Heredia, Victor Manuel	05/06/2011 – 10/19/2012	109.12	109.12	218.24
168	Hernandez Garcia, Alvaro	03/25/2011 – 04/05/2013	112.57	112.57	225.14
169	Hernandez Garcia, Christian R.	04/22/2011	40.33	40.33	80.66
170	Hernandez Navarro, Isidro	10/19/2012 – 11/02/2012	25.76	25.76	51.52
171	Hernandez Rivera, Andres	10/23/2009 – 01/15/2010	256.44	256.44	512.88
172	Hernandez V., Rigoberto	10/19/2012 – 03/22/2013	75.81	75.81	151.62
173	Hernandez Vazquez, Eric Luis	10/19/2012 – 03/22/2013	75.81	75.81	151.62
174	Hernandez, Carlos J.	04/05/2013	60.07	60.07	120.14
175	Hernandez, Edwin O.	04/09/2010 – 06/29/2012	1,414.47	1,414.47	2,828.94
176	Hernandez, Francisco	10/19/2012 – 11/02/2012	25.76	25.76	51.52
177	Hernandez, Jesus C.	05/18/2012 – 04/05/2013	279.94	279.94	559.88
178	Herrarte, Edgardo M.	03/09/2012 – 08/24/2012	566.50	566.50	1,133.00
179	Herrera Escareno, Martin	04/05/2013	43.29	43.29	86.58
180	Herrera, Enrique	11/20/2009 – 04/05/2013	2,045.75	2,045.75	4,091.50
181	Herrera, Victor M.	05/06/2011 – 07/01/2011	90.39	90.39	180.78
182	Huerta Blanco, Carlos M.	02/12/2010 – 02/14/2012	898.48	898.48	1,796.96
183	Huerta Blanco, Severiano	12/18/2009 – 12/14/2012	1,768.72	1,768.72	3,537.44
184	Huerta Estrada, Carlos A.	08/13/2010 – 04/05/2013	1,138.41	1,138.41	2,276.82
185	Hugo Padilla, Cesar	09/07/2012 – 12/28/2012	246.16	246.16	492.32
186	Ibarra, Osvaldo	09/24/2010 – 11/05/2010	55.50	55.50	111.00
187	Jacobo Guzman, Jose C.	10/19/2012 – 04/05/2013	600.28	600.28	1,200.56
188	Jacobo Guzman, Juan C.	10/19/2012 - 04/05/2013	546.46	546.46	1,092.92
189	Jacobo Guzman, Luis A.	10/19/2012 - 04/05/2013	591.39	591.39	1,182.78
190	Jacobo, Jorge G.	12/31/2009 – 06/03/2011	77.19	77.19	154.38
191	Jacobo, Luis R.	04/22/2011 – 04/05/2013	479.17	479.17	958.34
192	Jacovo, Guillermo	01/15/2010	40.07	40.07	80.14
193	Jimenez, Hector E.	08/10/2012 – 04/05/2013	368.61	368.61	737.22

**Exhibit A (cont'd)**

	<b>Employee Name</b>	<b>Period Covered (Paycheck Dates)</b>	<b>Back Wages (\$)</b>	<b>Liquidated Damages (\$)</b>	<b>Gross Amt. Due (\$)</b>
194	Jose Neri Blanco, Juan	10/23/2009 – 09/23/2011	900.46	900.46	1,800.92
195	Larios D., Jose J.	10/23/2009 – 04/05/2013	3,274.83	3,274.83	6,549.66
196	Larios Santos, Omar B.	10/23/2009 – 01/25/2013	1,338.42	1,338.42	2,676.84
197	Larios, Fabian G.	04/23/2010 – 06/04/2010	100.68	100.68	201.36
198	Larios, Jose Ricardo	10/23/2009 – 04/05/2013	3,766.71	3,766.71	7,533.42
199	Larios, Juan A. C.	10/23/2009 – 03/22/2013	1,146.63	1,146.63	2,293.26
200	Lazaro De La Cruz, Jose Bernardo	04/08/2011 – 12/14/2012	315.64	315.64	631.28
201	Lazaro, Daniel A.	04/08/2011 – 12/14/2012	397.29	397.29	794.58
202	Lea, Zebulon A.	04/05/2013	41.82	41.82	83.64
203	Leal, Jorge Luis A.	04/05/2013	52.41	52.41	104.82
204	LeBaron, Isaias E.	02/11/2011	16.73	16.73	33.46
205	Lopez Cardona, Everardo	08/10/2012 – 04/05/2013	809.40	809.40	1,618.80
206	Lopez Cardona, Ismael	08/10/2012 – 04/05/2013	812.79	812.79	1,625.58
207	Lopez Cardona, Saul	08/10/2012 – 04/05/2013	812.91	812.91	1,625.82
208	Lopez Gutierrez, Alberto	08/10/2012 – 12/14/2012	252.46	252.46	504.92
209	Lopez L., Jose C.	10/23/2009 – 04/05/2013	2,469.90	2,469.90	4,939.80
210	Lopez L., Nestor M.	10/23/2009 – 03/25/2011	494.44	494.44	988.88
211	Lopez Olivo, Adolfo	03/22/2013 – 04/05/2013	92.86	92.86	185.72
212	Lopez, Ismael	07/27/2012 – 11/16/2012	78.82	78.82	157.64
213	Lopez, Lionel L.	12/14/2012 – 01/11/2013	104.83	104.83	209.66
214	Lopez, Maximiliano L.	11/20/2009 – 08/27/2010	494.35	494.35	988.70
215	Macia Ponce, Catarino	07/27/2012 – 04/05/2013	608.69	608.69	1,217.38
216	Macias Ponce, Eligio	08/24/2012 – 04/05/2013	648.89	648.89	1,297.78
217	Magana, Martin L.	04/22/2011 – 08/24/2012	133.92	133.92	267.84
218	Manuel Reyes, Victor	03/09/2012 – 05/18/2012	71.20	71.20	142.40
219	Maria D., Francisco J.	10/05/2012 – 02/22/2013	47.23	47.23	94.46
220	Maria, Edgar M.	11/06/2009 – 10/19/2012	2,353.20	2,353.20	4,706.40

**Exhibit A (cont'd)**

	<b>Employee Name</b>	<b>Period Covered (Paycheck Dates)</b>	<b>Back Wages (\$)</b>	<b>Liquidated Damages (\$)</b>	<b>Gross Amt. Due (\$)</b>
221	Martinez, Fernando G.	01/15/2010 – 04/05/2013	606.42	606.42	1,212.84
222	Mejia, Cesar	01/25/2013 – 02/22/2013	72.66	72.66	145.32
223	Mejia, Juan P.	08/10/2012 – 12/14/2012	363.09	363.09	726.18
224	Mejia, Nerudin	03/12/2010 – 02/08/2013	1,049.07	1,049.07	2,098.14
225	Mejia, Webster M. Maria	01/25/2013 – 02/22/2013	72.66	72.66	145.32
226	Mendez, Fidel A.	08/24/2012 – 09/07/2012	-	-	-
227	Mendoza Reyna, Noe	03/23/2012	16.79	16.79	33.58
228	Mendoza, Hugo Q.	11/16/2012 – 03/22/2013	236.46	236.46	472.92
229	Mendoza, Isaias	02/25/2011 – 04/05/2013	278.52	278.52	557.04
230	Mendoza, Julio	06/17/2011 – 04/05/2013	640.66	640.66	1,281.32
231	Mendoza, Octavio Q.	10/23/2009 – 04/05/2013	3,277.28	3,277.28	6,554.56
232	Mojarro, Ramiro N.	08/26/2011 – 09/09/2011	78.03	78.03	156.06
233	Molinero, Alejandro P.	08/24/2012 – 10/19/2012	119.59	119.59	239.18
234	Montano, Jose G.	10/05/2012 – 11/02/2012	177.59	177.59	355.18
235	Mora Salaiza, Rigoberto	10/05/2012 – 11/30/2012	208.95	208.95	417.90
236	Morales, Arnulfo C.	10/23/2009 – 07/13/2012	1,870.66	1,870.66	3,741.32
237	Morales, Guillermo	09/07/2012 – 02/08/2013	74.51	74.51	149.02
238	Morales, Jose L.	09/07/2012 – 02/08/2013	141.30	141.30	282.60
239	Moreno, Osvaldo Torres	05/06/2011 – 04/05/2013	2,977.71	2,977.71	5,955.42
240	Murguia Chavez, Claudio	07/30/2010 – 04/05/2013	1,264.32	1,264.32	2,528.64
241	Narvaez, Freddyrich S.A.	11/30/2012 – 04/05/2013	256.93	256.93	513.86
242	Neri Benavides, Juan C.	05/07/2010	30.27	30.27	60.54
243	Neri Mejia, Giovanni M.	05/07/2010	30.27	30.27	60.54
244	Neri, Lionso	02/25/2011 – 04/05/2013	2,670.97	2,670.97	5,341.94
245	Neri, Oracio J.	04/23/2010 – 05/21/2010	63.05	63.05	126.10
246	Neri, Ramiro J.	04/22/2011 – 04/05/2013	551.60	551.60	1,103.20
247	Neri, Raul A.	04/22/2011 – 08/10/2012	1,073.00	1,073.00	2,146.00
248	Nery Ceja, Juan F.	07/29/2011 – 04/05/2013	1,178.67	1,178.67	2,357.34

**Exhibit A (cont'd)**

	<b>Employee Name</b>	<b>Period Covered (Paycheck Dates)</b>	<b>Back Wages (\$)</b>	<b>Liquidated Damages (\$)</b>	<b>Gross Amt. Due (\$)</b>
249	Olea, Jesus G.S.	10/19/2012 – 11/02/2012	61.50	61.50	123.00
250	Olea, Manuel S.	10/19/2012 – 11/02/2012	61.50	61.50	123.00
251	Ornelas, Misael U.	03/26/2010 – 06/29/2012	1,431.68	1,431.68	2,863.36
252	Ortega, Juan S.	10/19/2012 – 03/22/2013	75.81	75.81	151.62
253	Ortiz Montero, Heliodoro	03/12/2010 – 07/01/2011	520.96	520.96	1,041.92
254	Padilla, Felipe L.	01/15/2010 – 04/05/2013	2,821.87	2,821.87	5,643.74
255	Parra Andrade, Carlos A.	10/23/2009 – 11/18/2011	1,310.07	1,310.07	2,620.14
256	Partida, Miguel A.	04/23/2010	30.86	30.86	61.72
257	Pena, Tizoc Gaspar	04/05/2013	52.41	52.41	104.82
258	Ponce Ceja, Jaime	11/18/2011 – 02/22/2013	387.62	387.62	775.24
259	Ponce Garcia, Abelardo	05/04/2012	26.16	26.16	52.32
260	Quinones M., Francisco	10/23/2009 – 01/27/2012	2,013.95	2,013.95	4,027.90
261	Quinones M., Jesus J.	10/23/2009 – 04/05/2013	3,393.63	3,393.63	6,787.26
262	Quinones Mendoza, Jose Carlos	10/23/2009 – 04/05/2013	3,281.52	3,281.52	6,563.04
263	Quiroz, Jose M.	05/06/2011 – 04/05/2013	869.46	869.46	1,738.92
264	Ramirez Guzman, Enrique	02/11/2011 – 04/05/2013	2,267.97	2,267.97	4,535.94
265	Ramirez, Abraham G.	04/22/2011 – 04/05/2013	794.19	794.19	1,588.38
266	Ramirez, Avigay G.	01/15/2010	32.06	32.06	64.12
267	Ramirez, Constantino G.	01/15/2010 – 04/05/2013	4,546.80	4,546.80	9,093.60
268	Ramirez, Eduardo A.	10/23/2009 – 01/25/2013	926.92	926.92	1,853.84
269	Ramirez, Misael G.	04/22/2011 – 03/22/2013	730.56	730.56	1,461.12
270	Ramirez, Noe G.	01/15/2010 – 04/05/2013	1,275.45	1,275.45	2,550.90
271	Rangel, Victor H.	04/05/2013	52.41	52.41	104.82
272	Resendiz, Jose Antonio R.	04/05/2013	52.41	52.41	104.82
273	Riestra, David	10/23/2009 – 04/05/2013	4,036.08	4,036.08	8,072.16
274	Riestra, Demetrio	12/31/2009 – 01/29/2010	61.56	61.56	123.12
275	Riestra, Israel	12/31/2009 – 10/19/2012	311.85	311.85	623.70
276	Riestra, Jose	02/22/2013 - 04/05/2013	222.90	222.90	445.80



**Exhibit A (cont'd)**

	<b>Employee Name</b>	<b>Period Covered (Paycheck Dates)</b>	<b>Back Wages (\$)</b>	<b>Liquidated Damages (\$)</b>	<b>Gross Amt. Due (\$)</b>
277	Riestra, Oscar	12/31/2009 – 10/19/2012	312.13	312.13	624.26
278	Riestra, Victor A.	10/23/2009 – 04/05/2013	3,358.62	3,358.62	6,717.24
279	Rincon, Octavio M.	09/21/2012 – 11/16/2012	87.50	87.50	175.00
280	Rios, Gabriel E.	01/28/2011 – 01/27/2012	333.91	333.91	667.82
281	Rivas, Alejandro N.	10/19/2012 – 11/16/2012	43.97	43.97	87.94
282	Rodriguez Cortez, Fernando	03/09/2012 – 12/14/2012	374.46	374.46	748.92
283	Rodriquez Orozco, Francisco	05/21/2012 – 10/21/2011	1,164.45	1,164.45	2,328.90
284	Rodriguez, Candido Lujan	04/05/2013	65.57	65.57	131.14
285	Rodriguez, Ely R.	06/15/2012 – 09/07/2012	427.75	427.75	855.50
286	Rodriguez, Jose A.M.	04/05/2013	43.87	43.87	87.74
287	Rodriguez, Felix	02/25/2011 – 05/20/2011	207.68	207.68	415.36
288	Rogers, Kenny	10/05/2012 – 11/02/2012	60.33	60.33	120.66
289	Romero, Adalberto R.	04/22/2011	32.96	32.96	65.92
290	Romero, Alvino N.	09/07/2012 – 10/19/2012	139.18	139.18	278.36
291	Romero, Christian D.	08/24/2012 – 11/02/2012	217.13	217.13	434.26
292	Romero, Efrain R.	10/05/2012 – 02/22/2013	47.23	47.23	94.46
293	Romero, Hector M. F.	01/15/2010 – 04/05/2013	678.58	678.58	1,357.16
294	Romero, Israel R.	10/05/2012 – 02/22/2013	56.01	56.01	112.02
295	Romero, J. Homar G.	01/15/2010 – 04/05/2013	3,671.35	3,671.35	7,342.70
296	Romero, Jose L. F.	04/23/2010 – 04/05/2013	1,168.50	1,168.50	2,337.00
297	Rosales B., Francisco	10/23/2009 – 04/05/2013	3,193.60	3,193.60	6,387.20
298	Rosales, Cornelio	03/25/2011 – 01/25/2013	487.82	487.82	975.64
299	Rosales, Guillermo	07/27/2012 – 09/07/2012	34.51	34.51	69.02
300	Rosales, Jaime Guzman	04/05/2013	65.54	65.54	131.08
301	Rosalez, Javier	04/05/2013	44.81	44.81	89.62
302	Rosales, Joel G.	01/15/2010	40.07	40.07	80.14
303	Rosales, Jose	04/05/2013	44.84	44.84	89.68
304	Rosales, Jose L.C.	06/29/2012 – 04/05/2013	150.74	150.74	301.48
305	Rosales, Juan F.	02/08/2013 – 04/05/2013	147.75	147.75	295.50
306	Rosales, Luis M.P.	10/23/2009 – 08/13/2010	540.94	540.94	1,081.88

**Exhibit A (cont'd)**

	<b>Employee Name</b>	<b>Period Covered (Paycheck Dates)</b>	<b>Back Wages (\$)</b>	<b>Liquidated Damages (\$)</b>	<b>Gross Amt. Due (\$)</b>
307	Rosales, Manuel A.	04/23/2010 – 05/07/2010	61.57	61.57	123.14
308	Rosales, Manuel R.	05/06/2011 – 09/07/2012	63.82	63.82	127.64
309	Rosales, Nelson	07/27/2012	-	-	309.00
310	Rosales, Oscar D.	02/08/2013 – 04/05/2013	147.86	147.86	295.72
311	Rubio, Angel Guzman	05/06/2011	35.74	35.74	71.48
312	Rubio, Jesus V.	01/28/2011 – 07/01/2011	202.59	202.59	405.18
313	Rubio, Oscar M.	07/02/2010 – 01/13/2012	773.48	773.48	1,546.96
314	Rubio, Romualdo H.	10/23/2009 – 05/18/2012	1,775.27	1,775.27	3,550.54
315	Rubio, Santiago V.	12/18/2009 – 08/12/2011	170.57	170.57	341.14
316	Ruiz Mendoza, Ramon	08/10/2012 – 04/05/2013	368.61	368.61	737.22
317	Ruiz Negrete, Francisco J.	10/23/2009 – 04/20/2012	745.59	745.59	1,491.18
318	Ruiz, Bernadet G.	10/23/2009 – 04/05/2013	2,330.40	2,330.40	4,660.80
319	Ruiz, Efrain	10/23/2009 – 04/05/2013	2,604.53	2,604.53	5,209.06
320	Ruiz, Joel J.	04/08/2011 – 01/11/2013	135.34	135.34	270.68
321	Ruiz, Miguel J.	04/08/2011 – 07/15/2011	96.52	96.52	193.04
322	Ruiz, Tiburcio J.	04/08/2011 – 01/11/2013	168.53	168.53	337.06
323	Salas Sustaita, Armando	02/22/2013 – 04/05/2013	317.13	317.13	634.26
324	Salas, Adan G.	07/13/2012 – 09/07/2012	101.74	101.74	203.48
325	Salas, Alberto	12/14/2012 – 04/05/2013	743.97	743.97	1,487.94
326	Salas, Juan Jose	04/23/2010 – 04/05/2013	1,809.97	1,809.97	3,619.94
327	Sanchez May, Marcos A.	08/24/2012 – 10/05/2012	92.25	92.25	184.50
328	Sanchez, Rogelio Ochoa	04/23/2010 – 08/12/2011	402.40	402.40	804.80
329	Sandoval, Jesus	10/23/2009 – 04/05/2013	3,984.50	3,984.50	7,969.00
330	Sandoval, Sergio B.	10/23/2009	43.87	43.87	87.74
331	Silva, Guadalupe A.	01/15/2010	32.06	32.06	64.12
332	Simerka, Roger F.	05/18/2012	50.07	50.07	100.14
333	Siordia, Guadalupe R.	10/23/2009 – 04/05/2013	3,193.60	3,193.60	6,387.20
334	Siordia, Ricardo R.	10/23/2009 – 04/05/2013	3,182.19	3,182.19	6,364.38

**Exhibit A (cont'd)**

	<b>Employee Name</b>	<b>Period Covered (Paycheck Dates)</b>	<b>Back Wages (\$)</b>	<b>Liquidated Damages (\$)</b>	<b>Gross Amt. Due (\$)</b>
335	Siordia, Valentin R.	10/23/2009 – 04/05/2013	3,391.29	3,391.29	6,782.58
336	Suarez, Francisco D.	04/05/2013	61.39	61.39	122.78
337	Suarez, Roberto D.	04/05/2013	61.36	61.36	122.72
338	Sustaita, Ildfonso S.	09/07/2012 – 04/05/2013	1,206.44	1,206.44	2,412.88
339	Sustaita, Raymundo C.	05/06/2011 – 10/05/2012	207.84	207.84	415.68
340	Talavera, Rigoberto M.	10/23/2009 – 04/20/2012	2,175.17	2,175.17	4,350.34
341	Tejeda Corona, Antonio		73.11	73.11	146.22
342	Tirado, Anthony	08/24/2012 – 09/07/2012	-	-	-
343	Torres Castillo, Javier	09/21/2012 – 04/05/2013	1,050.21	1,050.21	2,100.42
344	Torres T., Juan Luis	10/23/2009 – 04/05/2013	5,127.56	5,127.56	10,255.12
345	Torres, Abel R.	10/23/2009 – 12/17/2010	626.64	626.64	1,253.28
346	Torres, Francisco C.	07/27/2012 – 08/10/2012	47.38	47.38	94.76
347	Torres, Jose Cruz	10/23/2009 – 04/05/2013	1,305.66	1,305.66	2,611.32
348	Torres, Jose De Jesus	02/22/2013 – 04/05/2013	174.42	174.42	348.84
349	Torres, Jose Rogelio	10/23/2009 – 04/05/2013	5,148.45	5,148.45	10,296.90
350	Torres, Juan	07/15/2011 – 12/16/2011	551.55	551.55	1,103.10
351	Torres, Juan Francisco	10/23/2009 – 02/25/2011	1,743.92	1,743.92	3,487.84
352	Torres, Manuel T.	08/10/2012 – 04/05/2013	368.17	368.17	736.34
353	Truiillo Corona, Hernan	04/09/2010	28.81	28.81	57.62
354	Urrutia, Jose R. M.	07/27/2012 – 02/08/2013	676.38	676.38	1,352.76
355	V. Rangel Perez, Bianca	08/24/2012 – 10/05/2012	77.74	77.74	155.48
356	V. Gonzalez, Juan J.	08/24/2012 – 12/07/2012	174.95	174.95	349.90
357	Valdez, Julio C. Rosales	05/07/2010 – 08/13/2010	222.11	222.11	444.22
358	Valenzuela, Juan Jose	03/08/2013 – 03/22/2013	48.49	48.49	96.98
359	Valverde B., Vicente	04/09/2010 – 02/24/2012	494.66	494.66	989.32
360	Vega, Dagoberto A.	08/24/2012 – 09/21/2012	118.75	118.75	237.50
361	Vela, Eduardo	06/17/2011 – 04/05/2013	1,066.17	1,066.17	2,132.34
362	Velasco, Benjamin	10/23/2009 – 01/11/2013	1,234.81	1,234.81	2,469.62
363	Velasco, Jesus M.	10/23/2009 – 04/20/2012	2,373.89	2,373.89	4,747.78

**Exhibit A (cont'd)**

	<b>Employee Name</b>	<b>Period Covered (Paycheck Dates)</b>	<b>Back Wages (\$)</b>	<b>Liquidated Damages (\$)</b>	<b>Gross Amt. Due (\$)</b>
364	Velasco, Luis A.	10/23/2009 – 04/05/2013	1,720.63	1,720.63	3,441.26
365	Ventura, Victor G.	11/02/2012 – 11/16/2012	43.97	43.97	87.94
366	Villa Rivero, Juan Carlos	04/23/2010 – 05/07/2010	58.64	58.64	117.28
373	Villarreal, Emmanuel G.	08/24/2012 – 11/02/2012	112.86	112.86	225.72
374	Villasenor Bernabe, Martin Ramon	03/09/2012	36.21	36.21	72.42
375	Villasenor, Armando B.	11/16/2012 – 04/05/2013	377.66	377.66	755.32
376	Villasenor, Juan C. P.	11/30/2012 – 04/05/2013	340.93	340.93	681.86
377	Villavisencio, Francisco J.	10/19/2012 – 11/02/2012	59.05	59.05	118.1
378	Vitale, Daniel W.	03/09/2012 – 06/15/2012	54.06	54.06	108.12
379	West, Patrick A.	08/24/2012 – 03/22/2013	223.08	223.08	446.16
380	Yarrington, Andrew T.	10/05/2012 – 11/02/2012	60.25	60.25	120.5
381	Yates, John B.	08/24/2012 – 02/22/2012	216.20	216.20	432.4
382	Zamora, Francisco R.	07/27/2012 – 12/02/2012	169.14	169.14	338.28
383	Zamudio, Liandro G.	10/19/2012 – 03/22/2013	75.64	75.64	151.28
384	Zuaso, Rosalio Ortiz	04/05/2013	65.64	65.64	131.28

**Exhibit B to Consent Judgment**  
**EMPLOYEE NOTICE OF RIGHTS UNDER THE FLSA**

The U.S. Department of Labor (“Department”) conducted an investigation of SUMMIT DRYWALL, INC. and THOMAS KAUZLARICH, and determined that employees were owed back wages for their employment during the period from October 15, 2009, through April 15, 2013. SUMMIT DRYWALL, INC. and THOMAS KAUZLARICH have voluntarily agreed to pay back wages and liquidated damages calculated by the Department, and take other affirmative steps to achieve compliance with the Fair Labor Standards Act.

The **Fair Labor Standards Act** provides that all employees must be paid no less than **minimum wage** for all hours worked. In addition, all employees must be paid the **overtime** rate of time and one-half their regular rate for each hour worked over 40 in a workweek. All hourly employees are entitled to overtime when they work over 40 hours in a workweek, even if the employee is paid on a piece rate basis.

**You must keep track of all hours you work during a workweek**, including time spent picking up supplies, traveling from one job site to another, and attending work meetings if your employer requires or permits you to attend those meetings.

**If you think you are not being paid in accordance with the law**, you can call the U.S. Department of Labor, Wage and Hour Division, at (206) 398-8039 or 1-866-4-USWAGE (1-866-487-9243) and your name will be kept confidential to the fullest extent permitted by law.

## Prueba B al Juicio de Consentimiento

### NOTICIA DE LOS DERECHOS DEL EMPLEADO BAJO LA FLSA (La Ley de Normas Justas de Trabajo)

El Departamento del Trabajo de los EEUU (“Departamento”) hizo una investigación de SUMMIT DRYWALL, INC. y THOMAS KAUZLARICH, y determino que se debian salarios atrasados a los empleados por su empleo durante el periodo del 15 de octubre de 2009 hasta el 15 de abril de 2013. SUMMIT DRYWALL, INC. y THOMAS KAUZLARICH se han puesto de acuerdo voluntariamente a pagar los salarios atrasados y danos liquidados calculados por el Departamento, y tomar otros pasos afirmativos a lograr cumplimiento con la Ley de Normas Justas de Trabajo.

**La Ley de Normas Justas de Trabajo** establece que todos los empleados tienen que ser pagados no menos que **el salario minimo** para todas las horas trabajadas. Además, todos los empleados tienen que ser pagados la tasa de sobretiempo de tiempo y medio de su tasa regular por cada hora trabajada mas que 40 in una semana de trabajo. Todos los empleados que trabajan por hora tienen el derecho a la tasa de sobretiempo cuando trabajen mas que 40 horas en una semana de trabajo, aun cuando este pagado el empleado por pieza.

**Ud. tiene que mantener un seguimiento de todas las horas que trabaje durante una semana de trabajo**, incluyendo el tiempo agarrando materiales, viajando entre sitios del trabajo, y asistiendo a juntas de trabajo si su empleador lo requiere o le permite asistir a esas juntas.

**Si Ud. cree que no se esta pagando de acuerdo con la ley,** puede llamar al Departamento del Trabajo de los EEUU, Seccion de Horas y Sueldos, a (206) 398-8039 o 1-866-4-USWAGE (1-866-487-9243) y su nombre se va a mantener confidencial al alcance maximo permitido por la ley.