#### Labor Commissioner, State of California

Department of Industrial Relations Division of Labor Standards Enforcement Bureau of Field Enforcement- Public Works 2031 Howe Ave #100

Sacramento, CA 95825 TEL: (916) 263-6675

FAX: (916) 263-2906

Edmund G. Brown Jr., Governor



In Reply Refer to Case No:

DATE

April 5, 2017

#### CIVIL WAGE AND PENALTY ASSESSMENT

| Awarding Body                                | Work Performed in County of |  |
|--|-----------------------------|--|
| California State University, East Bay        | Alameda                     |  |
| PROJECT NAME                                 | Project No.                 |  |
| Warren Hall Replacement Building             | C134297                     |  |
| Prime Contractor                             |                             |  |
| Sundt Construction Inc.                      |                             |  |
| Subcontractor                                |                             |  |
| Montez Glass, Inc., a California Corporation |                             |  |

After an investigation concerning either the payment of wages to workers employed in the execution of the contract for the above-named public works project or compliance with the apprenticeship standards found in Labor Code section 1777.5, or both, the Division of Labor Standards Enforcement (the "Division") has determined that violations of the California Labor Code have been committed by the contractor and/or subcontractor identified above. In accordance with Labor Code section 1741, the Division hereby issues this Civil Wage and Penalty Assessment.

The nature of the violations of the Labor Code and the basis for the assessment are as follows:

Wage Violations:

Violation of Labor Code Section 1774 for failure to pay the prevailing wage pursuant to determination Glazier

journeyman classification ALA-2012-2 and Glazier apprentice classification 2012-2. Contractor failed to pay travel and subsistence to workers who

worked on this project.

Pursuant to Labor Code Section 1775, penalty is assessed at \$200 per violation.

Apprenticeship Violations: Violation of Labor Code Section 177.5 for failure to submit Request for Dispatch of an Apprentice form DAS 142 within the required timeframe and failure to employ apprentices in compliance with apprentice to journeyman ratio for Glazier classification.

Pursuant to Labor Code Section 1777.7, penalty is assessed at \$40 per violation.

The attached Audit Summary further details the basis for this Assessment and itemizes the calculation of wages and penalties due under Labor Code sections 1775 and 1813.

The Division has determined that the total amount of wages due is:

\$232,964.05

The Division has determined that the total amount of penalties assessed under Labor Code

sections 1775 and 1813 is: \$185,475.00

The Division has determined that the amount of penalties assessed under Labor Code section 1777.7 is:

\$10,120.00

The Division has determined that the amount of penalties assessed under Labor Code section 1776 against \$0.00

Montez Glass, Inc., a California Corporation

Please refer to page 5 for specific withholding obligations pertaining to these amounts.

STATE LABOR COMMISSIONER

Maria Mercado

Deputy Labor Commissioner I

#### Notice of Right to Obtain Review - Formal Hearing

In accordance with Labor Code Section 1742, an affected contractor or subcontractor may obtain review of this Civil Wage and Penalty Assessment by transmitting a written request to the office of the Labor Commissioner that appears below within 60 days after service of the assessment.

To obtain a hearing, a written Request for Review must be transmitted to the following address:

Labor Commissioner - State of California
Civil Wage and Penalty Assessment Review Office
PO Box 255809
2801 Arden Way
Sacramento, CA 95825

A Request for Review either shall clearly identify the Civil Wage and Penalty Assessment from which review is sought, including the date of the assessment, or it shall include a copy of the assessment as an attachment, and shall also set forth the basis upon which the assessment is being contested. In accordance with Labor Code section 1742, the contractor or subcontractor shall be provided an opportunity to review evidence to be utilized by the Labor Commissioner at the hearing within 20 days of the Labor Commissioner's receipt of the written Request for Review.

Failure by a contractor or subcontractor to submit a timely Request for Review will result in a final order which shall be binding on the contractor and subcontractor, and which shall also be binding, with respect to the amount due, on a bonding company issuing a bond that secures the payment of wages and a surety on a bond. Labor Code section 1743.

In accordance with Labor Code section 1742(d), a certified copy of a final order may be filed by the Labor Commissioner in the office of the clerk of the superior court in any county in which the affected contractor or subcontractor has property or has or had a place of business. The clerk, immediately upon the filing, shall enter judgment for the State against the person assessed in the amount shown on the certified order.

(continued on next page)

#### Opportunity for Settlement Meeting

In accordance with Labor Code section 1742.1(c), the Labor Commissioner shall, upon receipt of a request from the affected contractor or subcontractor within 30 days following the service of this Civil Wage and Penalty Assessment, afford the contractor or subcontractor the opportunity to meet with the Labor Commissioner or his or her designee to attempt to settle a dispute regarding the assessment. The settlement meeting may be held in person or by telephone and shall take place before the expiration of the 60-day period for seeking a hearing as set forth above under the heading Notice of Right to Obtain Review. No evidence of anything said or any admission made for the purpose of, in the course of, or pursuant to, the settlement meeting is admissible or subject to discovery in any administrative or civil proceeding. This opportunity to timely request an informal settlement meeting is in addition to the right to obtain a formal hearing, and a settlement meeting may be requested even if a written Request for Review has already been made.

Requesting a settlement meeting, however, does not extend the 60-day period during which a formal hearing may be requested.

A written request to meet with the Labor Commissioner or his or her designee to attempt to settle a dispute regarding this assessment must be transmitted to <a href="Maria Mercado">Maria Mercado</a> at the following address:

State of California - Department of Industrial Relations
Division of Labor Standards Enforcement - Public Works Unit
2031 Howe Ave #100
Sacramento, CA 95825

#### Payment of Civil Wage and Penalty Assessment

Payment of the assessed wages and/or penalties must be made by check or money order payable to the Division of Labor Standards Enforcement and mailed to the following address along with a copy of this Civil Wage and Penalty Assessment:

State of California - Department of Industrial Relations
Division of Labor Standards Enforcement - Cashiering Unit
2031 Howe Avenue, Suite 100
Sacramento, CA 95825-0196

(continued on next page)

#### Liquidated Damages

In accordance with Labor Code section 1742.1(a), after 60 days following the service of this Civil Wage and Penalty Assessment, the affected contractor, subcontractor, and surety on a bond or bonds issued to secure the payment of wages covered by the assessment shall be liable for liquidated damages in an amount equal to the wages, or portion that still remain unpaid. If the assessment subsequently is overturned or modified after administrative or judicial review, liquidated damages shall be payable only on the wages found to be due and unpaid. If the contractor or subcontractor demonstrates to the satisfaction of the Director of the Department of Industrial Relations that he or she had substantial grounds for believing the assessment or notice to be an error, the Director shall waive payment of the liquidated damages.

Notwithstanding the above, in accordance with Labor Code 1742.1(b), there shall be no liability for liquidated damages if the full amount of the assessment or notice, including penalties, has been deposited with the Department of Industrial Relations, within 60 days following service of the Assessment or Notice, for the Department to hold in escrow pending administrative and judicial review. The Department shall release such funds, plus any interest earned, at the conclusion of all administrative and judicial review to the persons and entities who are found to be entitled to such funds.

Deposits must be made by check or money order payable to the Department of Industrial Relations with a letter and a copy of the Civil Wage and Penalty Assessment and mailed to:

Department of Industrial Relations Attention Cashiering Unit P.O. Box 420603 San Francisco, CA 94142

The Amount of Liquidated Damages Available Under this Assessment is: \$232,964.05

(continued on next page)

#### **Statutory Withholding Obligations**

#### 1. Awarding Body Withholding Obligations

In accordance with Labor Code section 1727(a), before making payments to the contractor of money due under a contract for public work, the awarding body shall withhold and retain therefrom all amounts required to satisfy this Civil Wage and Penalty Assessment. The amount required to satisfy this Civil Wage and Penalty Assessment shall not be disbursed by the awarding body until receipt of a final order that is no longer subject to judicial review.

The amount which must be withheld and retained by the awarding body pursuant to this Civil Wage and Penalty Assessment is:

| Wages Due:   | \$232,964.05 |
|--|--------------|
| Penalties Due Under Labor Code sections 1775 and 1813: | \$185,475.00 |
| Penalties Due Under Labor Code section 1777.7:         | \$10,120.00  |
| Penalties Due Under Labor Code sections 1776:          | \$0.00       |
| Total Withholding Amount:                              | \$428,559.05 |

#### 2. Prime Contractor Withholding Obligations:

In accordance with Labor Code section 1727(b), if the awarding body has not retained sufficient money under the contract to satisfy this Civil Wage and Penalty Assessment based on a subcontractor's violations, the contractor shall, upon the request of the Labor Commissioner, withhold sufficient money due the subcontractor under the contract to satisfy the assessment and transfer the money to the awarding body. This amount shall not be disbursed by the awarding body until receipt of a final order that is no longer subject to judicial review.

X If this box is checked, the Labor Commissioner hereby requests that the prime contractor withhold the following amount from money due the subcontractor and transfer the money to the awarding body to satisfy this assessment:

| Total Withholding Amount:                              | \$428,559.05 |
|--|--------------|
| Penalties Due Under Labor Code sections 1776:          | \$0.00       |
| Penalties Due Under Labor Code section 1777.7:         | \$10,120.00  |
| Penalties Due Under Labor Code sections 1775 and 1813: | \$185,475.00 |
| Wages Due:   | \$232,964.05 |

#### Distribution:

Awarding Body Surety(s) on Bond Prime Contractor Subcontractor

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| PUBLIC WORKS AUDIT WORKSHEET                                | T WORKSHEET                 |                        |                    |                |                         |                                     |                     |   |                            |                   | TOTAL AMOUNT DUE/OWING<br>418439.05  | T DUE/OW      | ING                 |
|---|-----------------------------|------------------------|--------------------|----------------|-------------------------|-------------------------------------|---------------------|---|----------------------------|-------------------|--------------------------------------|---------------|---------------------|
| EMPLOYER / FIRM<br>Montez Glass Inc. a C.                   | a California Corporation    |                        |                    |                | DEPUTY<br>María Mercado |                                     | OFFICE<br>Sacamento |   |                            |                   | WAGES DUE AND OWING<br>232964.05     | ND OWING      |                     |
|   | CITY<br>Sacramento CA 95820 | 5820                   |                    |                | TRANSCRIBE              |                                     |                     |   |                            |                   | PENALTIES DUE AND OWING<br>185475.00 | E AND OW      | ing                 |
| PROJECT<br>Warren Half Replaceme                            | AWARDING BODY               | ۲<br>niversity, Ea     | PRIME<br>Sundt Con | struction Inc  | ₹ 4                     | DIT NUMBER/CASE NUMBER<br>47828-042 | ABER                |   |                            |                   | TRAINING FUND DUE/OWING<br>0.00      | DUE/OW        | ING                 |
| EMPLOYEE CLASSIFICATION WORKE                               | CLASSIFICATION              | PERIOD<br>WORKED       | HOURS WO           | RKED<br>. D.T. | ₽₹                      | TOTAL<br>WAGES PAID                 | PREVAILING V        | PREVAILING WAGE REQUIREMENTS +OTHER TOTAL WAGES | AMOUNT OWING<br>AND UNPAID | PENALTIES<br>NO.1 | PENALTIES<br>NO. 2                   | TRNG.<br>FUND | TOTAL<br>AMOUNT DUE |
| Azevedo, Paulo  | Glazier Inc 2               | 02/28/15 -<br>10/03/15 | 1112               | 16 0           | 0.00                    | 70021.12                            | 0:00                | 106602.13                                       | 36581.01                   | 27800.00          | 200.00                               | 0.00          | 64581.01            |
| Вапаza, Patrick   | Glazier Inc 1               | 02/28/15 -<br>07/18/15 | 646.5              | 16 0           |                         |                                     | 00.00               | 56617.23  |                            |                   |                                      | 0.00          | 30449.38            |
| Beller, Cody  | Glazier Inc 2               | 05/09/15 -<br>10/03/15 | 640                | 8 0            |                         |                                     | 0.00                | 64961.68  |                            |                   |                                      | 0.00          | 39389.92            |
| Beller, Cole  | Glazier Inc 2               | 02/28/15 -<br>09/05/15 | 728                | 0 8            | 0.00                    | 47308.16                            | 0.00                | 81331.98  | 34023.82                   |                   | 100.00                               | 0.00          | 52323.82            |
| Canizales, Fernando   | Glazier Inc 2               | 02/28/15 -             | 794.5              | 16 0           | 00:0                    |                                     | 00:0                | 76721.39  |                            |                   | 200:00                               | 00:0          | 44674.15            |
| Clachar, Victor   | Glazier AP 10               | 02/28/15 - 06/20/15    | 523                | 8 0            |                         |                                     | 0.00                | 34684.75  |                            |                   | 100.00                               | 0.00          | 15185.59            |
| Close, Steven   | Glazier Inc 2               | 05/02/15 -<br>08/01/15 | 200                | 0 8            | 00:00                   | 13489.76                            | 0.00                | 30116.47  | 15625.71                   | 5000:00           | 100.00                               | 0.00          | 21726.71            |
| Espinoza, Hector  | Glazier Inc 2               | 01/24/15 -<br>05/16/15 | 53                 | 8              | 0.00                    |                                     | 0.00                | 5787.95   | 1713.54                    |                   | 100.00                               | 0.00          | 3213.54             |
| Jora, Daniel  | Glazier Inc 2               | 01/24/15 -<br>10/10/15 | 205                | 6 0            | 00.00                   | 13640.07                            | 0.00                | 20003.40  | 6363.33                    | 5200.00           | 75.00                                | 0.00          | 11638.33            |
| Lopez, Raul   | Glazier Inc 2               | 08/08/15 -<br>08/29/15 | 112                | 0              | 0.00                    | 7173.60                             | 0.00                | 10599.86  | 3426.26                    | 2800.00           | 00:00                                | 0.00          | 6226.26             |
| Marangi, Rudy   | Glazier Inc 2               | 05/09/15 -             | 536                | 8              | 0.00                    | 35010.56                            | 0.00                | 51408.23  | 16397.67                   | 13400.00          | 100.00                               | 0.00          | 29897.67            |
| McKinney, Brian   | Glazier Inc 2               | 08/08/15 -<br>10/10/15 | 192                | 0              | 00:00                   | 12297.60                            | 00:00               | 18171.19  | 5873.59                    | 4800.00           | 00.00                                | 0.00          | 10673.59            |
| Miller, Dustin  | Giazier Inc 2               | 02/21/15 -             | 1010               | 0 8            | 00:00                   | 65370.26                            | 00:00               | 96451_61  | 31081.35                   | 25400.00          | 100.00                               | 0.00          | 56581.35            |
| Montez, Andrew  | Glazier Inc 2               | 05/02/15 -<br>08/01/15 | 296                | 16 0           | 0.00                    | 20318.32                            | 00.00               | 29374,56  | 9055.24                    | 7400.00           | 200.00                               | 0.00          | 16656.24            |
| Montez, Matthew   | Glazier Inc 2               | 05/09/15 -             | 80                 | 8              | 00.00                   | 5803.76                             | 00.00               | 8251.65   | 2447.89                    | 2000.00           | 100.00                               | 0.0           | 4547.89             |
| Rincon, Marco   | Glazier Inc 2               | 02/28/15 -<br>08/29/15 | 192                | 0 0            | 0.00                    | 12297.60                            | 00.0                | 18171.19  | 5873.59                    | 4800.00           | 00:00                                | 0.00          | 10673.59            |
|   | Glazier AP 10               | 07/16/97 -<br>01/07/98 | 0                  | 0 0            | 0.00                    | 0.00                                | 00.00               | 0.00  | 0.00                       | 0.00              | 00.00                                | 0.00          | 0.00                |
|   | Glazier AP 10               | 07/16/97 -             | 0                  | 0 0            | 0:00                    | 00:00                               | 00:00               | 00'0  | 0.00                       | 0.00              | 00:00                                | 0.0           | 0.00                |
|   | Glazier AP 10               | 07/16/97 -             | 0                  | 0 0            | 00:00                   | 00.00                               | 00:0                | 0.00  | 0.00                       | 00:00             | 00:00                                | 0.00          | 0.00                |
|   | Glazier AP 10               | 07/16/97 -<br>01/07/98 | 0                  |                | 00.00                   | 0.00                                | 00.0                | 00.0  | 0.00                       | 00.00             | 00.00                                | 0.00          | 0.00                |
|   | Glazier AP 10               | 07/16/97 -<br>01/07/98 | O                  | 0              | 0.00                    | 0.00                                | 00.00               | 00:00   | 0.00                       | 0.00              | 00:00                                | 0.00          | 0.00                |
|   | Glazier AP 10               | 07/16/97 -<br>01/07/98 | 0                  | 0 0            | 00.0                    | 00:00                               | 00:00               | 0.00  | 0.00                       | 00:00             | 00.00                                | 0.00          | 00:00               |
|   | Glazier AP 10               | 07/16/97 -             | 0                  | 0 0            | 00:00                   | 0:00                                | 00.00               | 0.00  | 0.00                       | 00.0              | 00:00                                | 00.00         | 00.00               |
|   | Glazier AP 10               | 07/16/97 -<br>01/07/98 | 0                  | 0 0            | 0.00                    | 00.0                                | 00:0                | 0.00  | 0.00                       | 00:00             | 00:00                                | 0.00          | 0.00                |
| Balance Brought forward from audit3 Summary                 | rom audīt3 Summary          |                        |                    |                | 0.00                    | 0.00                                | 00.00               | 0.00  | 0.00                       | 00:00             | 00:00                                | 0.00          | 00.00               |
| The following entries represent the amounts relied upon for | sent the amounts relied     | d upon for             |                    |                | 0.00                    | 476291.23                           | 00:0                | 709255.28                                       | 232964.05                  | 183800.00         | 1675.00                              | 0.00          | \$418,439.05        |
| calculating Labor Code 1775 and 1813 penalties.             | 1775 and 1813 pen           | alties.                |                    |                |                         |                                     |                     |   |                            |                   |                                      | <b>-</b>      |                     |
| 1775  |                             | 25.00 Per Day          |                    |                |                         |                                     |                     |   |                            |                   |                                      |               |                     |

Summary

# PREVAILING WAGE DETERMINATION SUMMARY

| CODE     |  |                    | HOURLY   |               |   |          | HOLIDAY | TRAVEL &    | HOLIDAY TRAVEL & Other hourly           |
|----------|--|--------------------|----------|---------------|---|----------|---------|-------------|---|
| Ö        | NO. CLASSIFICATION Effective Date RATE Contributions TRAINING TIME 1/2 SUNDAY SUBSISTENCE   Requirements | Effective Date     | RATE     | Contributions | TRAINING                                | TIME 1/2 | SUNDAY  | SUBSISTENCE | Requirements                            |
| 1        | 1 Glazier AP 10  | 9/27/2012          | 39.370   | 20.090        |   | 59.055   | 78.740  | 44.758      | m                                       |
|          | Group 1 for 44 miles round trip  | round trip         |          |               |   |          |         |             |   |
| 2        |  |                    |          |               |   |          |         |             |   |
|          |  |                    |          |               |   |          |         |             |   |
| n        | 3 Glazier  | 3/4/2012 41.880    | 41.880   | 20.720        |   | 62.820   | 83.760  | 173.054     | -                                       |
|          | Exp: 12/31/12 Group 2 for 73 miles round frip  | up 2 for 73 miles  | N DOLLON | 9             |   |          |         |             |   |
| _        | A Glaziar Inc 4  | 1/1/2012           | 7.00     | 94 470        |   | Co       | 787     | 774 547     |   |
| •        |  | 207/17             | 200      | 000000000000  | 0.0000000000000000000000000000000000000 | 02.020   | 3       | 10°11'      | 000000000000000000000000000000000000000 |
|          | Exp 1/6/14-Group 2 for 73 miles round trip   | ? for 73 miles roc | dint bur |               |   |          |         |             |   |
|          |  | * ******           |          |               |   |          |         | į           |   |
| n<br>    | o clazier inc z  | 1/1/2014 41.880    | 41.680   | 72.22         |   | 02.820   | Q3 /0   | 3/6.039     |   |
|          | Group 2  |                    |          |               |   |          |         |             |   |
| <u>.</u> | 6 Glazier Inc 2  | 1/1/2014 41.880    | 41,880   | 22.220        | *****                                   | 62.820   | 83.760  | 244.333     |   |
| •        |  | <del>-</del>       |          |               |   |          |         |             |   |
|          |  |                    |          |               |   |          |         |             |   |

| Comp   for 14 miles round trip   Comp   Co | 5  |                                       | 7          | Contributions   | CIMITALOGE                              | TIME 1   | S TANDAY | CHECKTENICE                             | Cure noung      |
|--|----|---------------------------------------|------------|-----------------|---|--|----------|---|-----------------|
| Group 1 for 44 miles round trip   Group 2 for 73 miles round trip   Group 2 for 74 miles round trip   Group 2 for 77 miles round trip   Group 2 for 77 miles round trip   Group 2 for 77 miles round trip   Group 5 for 176 miles round trip   Group 6 for 725 miles round  | į٦ | CLASSIFICATION                        |            | Collinguilons   | PARKING                                 | 2/1 = IVII 1                                     | TO TAN   | SUBSISIENCE                             | עפלחוופוויפוויפ |
| Glazier Inc 2  | -  | 1                                     | 39.370     | 080.02          | 000000000000000000000000000000000000000 | CCO.RC   | 8        | 000000000000000000000000000000000000000 |                 |
| Exp. 1203/172 — Group 2 for 73 miles round tip         20,720 Group 6 for 73 miles round tip         20,720 Group 6 for 73 miles round tip         21,470 Group 6 for 73 miles round tip         22,220 Group 7 miles for 11 workers Round tip         22,220 Group 6 for 177 miles round tip         22,220 Group 6 for 73 miles round tip         22,220 Group 6 for 735 miles round tip         22,220 Gr  |    |                                       |            |                 |   |  |          |   |                 |
| Glazier Inc 2 1/1/2014 41.890 20.720 62.800 83.790 173.054  Glazier Inc 2 1/1/2014 41.890 22.220 62.820 83.790 174.557  Glazier Inc 2 1/1/2014 41.890 22.220 62.820 83.790 174.557  Group 5 for 146 miles round trip  Glazier Inc 2 1/1/2014 41.890 22.220 62.820 83.790 244.330  Group 6 for 235 miles round trip  Glazier Inc 2 1/1/2014 41.890 22.220 62.820 83.790 244.330  Group 6 for 235 miles round trip  Glazier Inc 2 1/1/2014 41.890 22.220 62.820 83.790 83.730  Glazier Inc 2 1/1/2014 41.890 22.220 62.820 83.790 684.846  Group 6 for 235 miles round trip  | 7  | •                                     |            |                 |   | Queen and an |          |   |                 |
| Section   State   St | _  |                                       |            |                 |   |  |          |   |                 |
| Exp. 12/31/12 – Group 2 for 73 miles round trip         21,470         02,820         83,780         174,587           Exp 1/6/14 – Group 2 for 73 miles round trip         21,470         62,820         83,780         176,039           Exp 1/6/14 – Group 2 for 73 miles round trip         22,220         62,820         83,780         176,039           Group 2 Group 2 for 11 miles round trip         22,220         62,820         83,780         244,333           Group 3 for the everage 100 miles for 11 miles round trip         22,220         62,820         83,780         290,777           Group 4 for 117 miles round trip         41,880         22,220         82,820         83,780         873-44,333           Group 5 for 146 miles round trip         41,880         22,220         82,820         83,780         873-60           Group 6 for 235 miles round trip         22,220         82,820         83,780         83,780         864,846  | n  |                                       | 41.880     |                 |   | 62.820   | 83.760   |   |                 |
| Exp 16/14—Group 2 for 73 miles round trip         21.470         62.870         83.780         174.547           Exp 16/14—Group 2 for 73 miles round trip         41.880         22.220         62.870         83.780         176.039           Group 2         1/1/2014         41.880         22.220         62.870         83.780         244.333           Group 3 for the average 100 miles for 11 workers Round trip         22.220         62.820         83.780         244.333           Group 3 for the average 100 miles for 11 miles round trip         41.880         22.220         62.820         83.780         280.717           Group 5 for 146 miles round trip         41.880         22.220         62.820         83.780         684.846           Group 6 for 235 miles round trip         41.880         22.220         62.820         83.780         684.846   | _  | Exp: 12/31/12 Group 2 for 73 miles    | a round fr | 9.              |   |  |          |   |                 |
| Exp 1/6/14—Group 2 for 73 miles round trip         Classie tine 2         1/1/2014         4/1 880         22 220         62 820         63 760         1/1/2014           Group 2         1/1/2014         4/1 880         22 220         62 820         63 760         244.333           Group 3 for the average 100 miles for 11 workers Round trip         22 220         62 820         63 760         244.333           Group 4 for 117 miles round trip         41.890         22 220         62 820         83 760         373.482           Group 5 for 148 miles round trip         41.890         22 220         62 820         83 760         63 84.846           Group 6 for 235 miles round trip         22 220         62 820         83 780         684.846  | 4  | Glazier Inc 1                         |            |                 |   | 62.820   | 83.760   | 174.547                                 |                 |
| Group 2 (Group 2 1/1/2014 41.880 22.220 62.820 83.780 178.039 Group 5 for 117 miles round trip Group 6 for 235 miles round trip Group 6 for 235 miles round trip   |    | Exp 1/6/14Group 2 for 73 miles rou    | dint bur   |                 |   |  |          |   |                 |
| Glazier Inc 2 1/1/2014 41.880 22.220 62.83.780 244.333 Group 3 for the average 100 miles for 11 workers Round trip Glazier Inc 2 1/1/2014 41.880 22.220 83.780 373.492 Group 6 for 235 miles round trip Glazier Inc 2 1/1/2014 41.880 22.220 83.780 83.780 83.740 Glazier Inc 2 1/1/2014 41.880 22.220 83.780 83.780 84.846 Group 6 for 235 miles round trip   | 'n | -                                     | 41.880     | 22.220          |   | 62.820   |          |   |                 |
| Group 5 for 115 miles round trip  Group 5 for 146 miles round trip  Group 6 for 235 miles round trip  Group 6 for 235 miles round trip   |    | Group 2                               |            |                 |   |  |          |   |                 |
| Group 5 for the average 100 miles for 11 workers Round trip  Glazier Inc 2 1/1/2014 41.880 22.220 83.780 230.717  Group 4 for 117 miles round trip  Glazier Inc 2 1/1/2014 41.880 22.220 83.780 373.482  Group 5 for 146 miles round trip  Glazier Inc 2 1/1/2014 41.880 22.220 62.820 83.780 654.846  Group 6 for 235 miles round trip  | φ  | Glazier Inc 2                         |            |                 |   | 62.820   | 83.760   | 244.333                                 |                 |
| Group 6 for 235 miles round trip  Group 6 for 235 miles round trip  Group 6 for 235 miles round trip   |    | Group 3 for the average 100 miles for | or 11 wor  | kers Round trip |   |  |          |   |                 |
| Group 4 for 117 miles round trip  Glazier Inc 2 1/1/2014 41.880 22.220 82.82 83.780 373.422  Group 5 for 146 miles round trip  Glazier Inc 2 1/1/2014 41.880 22.220 62.820 83.780 684.846  Group 6 for 235 miles round trip  | 7  | Glazier Inc 2                         | 41,880     |                 | 000000000000000000000000000000000000000 | 62.820   | 8        | X000000000                              |                 |
| Grazier Inc 2 1/1/2014 41.880 22.220 83.790 373.492 Group 5 for 146 miles round trip 67 22.220 83.750 83.750 654.646 Group 6 for 235 miles round trip  |    | Group 4 for 117 miles round trip      |            |                 |   |  |          |   |                 |
| Group 5 for 146 miles round trip  Glazier Inc 2 1/1/2014 41,880 22.220 62.827 83.780 654.846  Group 6 for 235 miles round trip   | 00 |                                       | 41.880     |                 | -                                       | 62.820   | 8        |   |                 |
| Group 6 for 23.5 miles round trip  |    | Group 5 for 146 miles round trip      |            |                 |   |  |          |   | •               |
|  | G  | Glazier Inc 2                         | 41.880     |                 | 000000000000000000000000000000000000000 | 62.820   | 83.760   | 664.646                                 | _               |
| 11 12  |    | Group 6 for 235 miles round trip      |            |                 |   |  |          |   |                 |
| 11   | 10 |                                       |            |                 |   |  |          |   |                 |
| 12   |    |                                       |            |                 |   |  |          |   |                 |
| 12   | Ξ  |                                       |            |                 |   |  |          |   |                 |
| 12   |    |                                       |            |                 |   |  |          |   |                 |
|  | 12 |                                       |            |                 |   |  |          |   |                 |
|  |    |                                       |            |                 |   |  |          |   |                 |

## WAGE DETERMINATION INFORMATION

CLASSIFICATION WAGE DETERMINATION NO. B 0 0

| 2 Glazier ALA-2012-2 4 Glazier Inc 1 ALA-2012-2 5 Glazier Inc 2 ALA-2012-2 7 Glazier Inc 2 ALA-2012-2 7 Glazier Inc 2 ALA-2012-2 8 Glazier Inc 2 ALA-2012-2 9 Glazier Inc 2 ALA-2012-2 10 | 1 Glazier AP 10   2012-2 |      |
|---|--------------------------|------|
| Glazier Inc 1 Glazier Inc 2   | 2                        |      |
| Glazier Inc 1 Glazier Inc 2   | Glazier                  | 12-2 |
| Glazier Inc 2   | Glazier Inc 1            | 12-2 |
| Glazier Inc 2 Glazier Inc 2 Glazier Inc 2 Glazier Inc 2   | Glazier Inc 2            | 12-2 |
| Glazier Inc 2<br>Glazier Inc 2<br>Glazier Inc 2   | Glazier Inc 2            | 12-2 |
| Glazier Inc 2<br>Glazier Inc 2  |                          | 12-2 |
| Glazier Inc 2   | Glazier Inc 2            | 12-2 |
| 10  | Glazier Inc 2            | 12-2 |
| 7   | 10                       |      |
|   | 11                       |      |
| 12  | 12                       |      |

## STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS - DIVISION OF LABOR STANDARDS ENFORCEMENT

### CERTIFICATION OF SERVICE BY MAIL (C.C.P. 1013a) OR CERTIFIED MAIL

| I,     | Thuy Pham  | , do hereby certify tha   | t I am a resident of or employed in the County of   |
|--------|--|---|---|
|        | Sacramento , over 1  | 8 years of age, and not   | a party to the within action, and that I am employed at   |
| and n  | ny business address is:  |   |   |
|        |  | Division of Labor Star<br>Bureau of Field Enfor<br>2031 Howe Ave. Suit<br>Sacramento, CA. 958 | e 100   |
| On     | April 5, 2017  | , I served the within:  | Civil Wage and Penalty Assessment   |
| by pla | acing a true copy thereof  | in an envelope addresse   | ed as follows:  |
|        | California State Univer<br>25800 Carlos Bee Blvd<br>Hayward, CA 94542<br>Attn: Keat Saw    |   | Sundt Construction Inc. 2620 S 55th Street Tempe, AZ 85282 Attn: Cody Pearson                               |
|        | Montez Glass, Inc., a C<br>7571- 14th Ave,<br>Sacramento, CA 95820<br>Attn: Suzanne Montez |   | Fidelity and Deposit Company of Maryland 525 Market Street San Francisco, CA 94105 Attn: Betty L. Tolentino |
|        | hen sealing the envelope a   |   | ertified mail fees (if applicable) thereon fully prepaid, Sacamento by:                                     |
|        |  | X Ordinary first class X Certified mail Registered mail                                       | s mail  |
| I cert | ify under penalty of perj  | ury that the foregoing  | is true and correct   |
| Exec   | uted on April 5, 201   | 7 , at Sacramento   | , County of Sacramento, California  |
|        | SIGNATURE  |   |   |
|        | TE CASE NO. 7828-042 34 (Revised - 4/2002)   |   |   |

|   | SENDER: COMPLETE THIS SECTION  | COMPLETE THIS SECTION ON  | DELIVERY   |
|---|--|---|--|
|   | ■ Complete items 1, 2, and 3.  | A. Signature  |  |
|   | Print your name and address on the reverse   | x   | ☐ Agent  |
| :   | so that we can return the card to you.   |   | ☐ Addressee  |
| ·   | Attach this card to the back of the mailpiece,<br>or on the front if space permits.  | B. Received by (Printed Name)   | C. Date of Delivery  |
|   | 1. Article Addressed to:   | D. Is delivery address different from   | m Item 1? 🔲 Yes  |
|   | Fidelity&Deposit Company of Marylan  | If YES, enter delivery address  | below:   No  |
|   | 525 Market Street  |   | )<br> -  |
|   | San Francisco, CA 94105  |   | į  |
|   | Attn: Betty L. Tolentino   | <b> </b>  |  |
|   | Case# 40-47828-042 CWPA  |   |  |
| •   |  | 3. Service Type   | ☐ Priority Mali Express®                                       |
|   |  | ☐ Adult Signature ☐ Adult Signature Restricted Delivery   | ☐ Registered Mail™   |
|   | 9590 9402 1630 6053 0740 12  | Certified Mail®  Certified Mail Restricted Delivery   | ☐ Registered Mail Restricted Delivery Return Receipt for       |
|   | 2. Article Number (Transfer from service label)                                      | ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery   | Return Receipt for     Merchandise     Signature Confirmation™ |
|   | 1  | 月구 I Restricted Delivery  | ☐ Signature Confirmation Restricted Delivery                   |
| •   | PS Form 3811, July 2015 PSN 7530-02-000-9053   |   |  |
| APP CARBOTTS OF   | 1 G 1 G 11 G G 1 1, Guly 2015 PSN 7630-02-000-9053                                   |   | Domestic Return Receipt  |
| •   | ų.   |   | 10   |
|   | SENDED COMPLET THE SECTION   | SOME ETE THE SECTION OF   |  |
|   | SENDER: COMPLETE THIS SECTION  | COMPLETE THIS SECTION ON  | DELIVERY   |
|   | Complete items 1, 2, and 3.  | A. Signature  | PT A   |
|   | Print your name and address on the reverse<br>so that we can return the card to you. | X   | ☐ Agent<br>☐ Addressee   |
|   | Attach this card to the back of the malipiece.                                       | B. Received by (Printed Name)   | C. Date of Delivery  |
|   | or on the front if space permits.  |   |  |
|   | 1. Article Addressed to:   | <ul> <li>D. Is delivery address different from<br/>if YES, enter delivery address</li> </ul>  |  |
|   | Montez Glass, Inc  |   | 5010III [] [NO   |
|   | 7571-14th Ave,   |   |  |
|   | Sacramento, CA 95820   |   |  |
|   | Attn: Suzanne Montez   |   | V<br>!   |
|   | Case# 40-47828-042 CWPA  |   |  |
|   | 1   3   8   1   1   1   1   1   1   1   1   1  | 3. Service Type ☐ Adult Signature   | ☐ Priority Mall Express®<br>☐ Registered Mall™                 |
|   |  | ☐ Adult Signature Restricted Delivery  Grund Mail®  | I'l Registered Mail Restricted                                 |
|   | 9590 9402 1630 6053 0740 05  | ☐ Certified Mail Restricted Delivery<br>☐ Collect on Delivery   | pelivery Return Receipt for Merchandise                        |
|   | 2. Article Number (Transfer from service label)                                      | ☐ Collect on Delivery Restricted Delivery   | ☐ Signature Confirmation™ ☐ Signature Confirmation             |
|   | 7014 0510 0001 3835 60   | i   | Restricted Delivery  |
| :   | PS Form 3811, July 2015 PSN 7530-02-000-9053   | and a control of the | Domestic Return Receipt  |
| April 17 The Company of the Company |  |   |  |
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| SENDER: COMPLETE THIS SECTION  | COMPLETE THIS SECTION OF  | I DELIVERY   |
|--|---|--|
| Complete items 1, 2, and 3.  | A. Signature  | <u>an la sera e nombra de la comprese a</u>  |
| Print your name and address on the reverse<br>so that we can return the card to you. | x   | ☐ Agent<br>☐ Addressee   |
| Attach this card to the back of the mailpiece,<br>or on the front if space permits.  | B. Received by (Printed Name)   | C. Date of Delivery  |
| Article Addressed to:     California State University, East Bay                      | D. Is delivery address different from If YES, enter delivery address  |  |
| 25800 Carlos Bee Blvd  | 1   | ~ <del>-</del>   |
| Hayward, CA 94542  |   |  |
| Attn: Keat Saw   |   |  |
| Case# 40-47828-042 CWPA  |   |  |
| 9590 9402 1630 6053 0739 85  2. Article Number (Transfer from service label)         | 3. Service Type  Adult Signature  Adult Signature Flestricted Delivery  Corlified Mail®  Certified Mail Restricted Delivery  Coffect on Delivery  Collect on Delivery Restricted Delivery  Mail | ☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery Wheturn Receipt for Merchandise ☐ Signature Confirmation™☐ Signature Confirmation      |
| 7014 0510 0001 3035 606  | Mall Restricted Delivery  | Restricted Delivery  |
| SENDER: COMPLETE THIS SECTION  | COMPLETE THIS SECTION ON  | DELIVERY   |
| Complete items 1, 2, and 3.  | A. Signature  | ☐ Agent  |
| Print your name and address on the reverse so that we can return the card to you.    | X   | ☐ Addressee  |
| Attach this card to the back of the mailpiece,<br>or on the front if space permits.  | B. Received by (Printed Name)   | C. Date of Delivery  |
| Article Addressed to:     Sundt Construction Inc.                                    | D. Is delivery address different from If YES, enter delivery address  |  |
| 2620 S 55th Street   |   | ;<br>!   |
| Tempe, AZ 85282  |   |  |
| Attn: Cody Pearson   |   | i  |
| Case# 40-47828-042 CWPA  |   |  |
| 9590 9402 1630 6053 0739 92  | 3. Service Type  ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☐ ### Certified Mail® ☐ Certified Mail Restricted Delivery   | ☐ Priority Mall Express®   |
|  | Collect on Bollyon:   | ☐ Registered Mail™ ☐ Registered Mail Restricted ☐ Delivery ☐ Return Receipt for  |
| Article Number (Transfer from service label)   | ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery   | Registered Maii <sup>TM</sup> Registered Maii Restricted Delivery     Return Receipt for Merchandise     Signature Confirmation <sup>TM</sup>                          |
| Li fattolo i taliano (francisco francisco)   |   | ☐ Registered Mail™ ☐ Registered Mail Restricted ☐ Relivery ☐ Return Receipt for Merchandise  |
| i pri i dista i talibar (i alle alle alle alle alle alle alle all                    | ☐ Collect on Delivery Restricted Delivery    7 3   Restricted Delivery  | □ Registered Mail™     □ Registered Mail Restricted     □ Pelivery     □ Return Receipt for     Merchandise     □ Signature Confirmation™     □ Signature Confirmation |