

Private Attorneys General Act (Cal. Lab. Code § 2698, *Et Seq.*) Settlement Agreement

IT IS HEREBY STIPULATED AND AGREED by and among the undersigned Parties, subject to the approval of the Court, that the PAGA Released Claims shall be settled and resolved subject to the following terms and conditions set forth in this Private Attorneys General Act (Cal. Lab. Code § 2698, *et seq.*) Settlement Agreement (“Settlement Agreement”), entered by and between Plaintiff Adrian Angel (“Plaintiff”), for himself and on behalf of the State of California and other Aggrieved Employees pursuant to the California Private Attorneys General Act, on the one hand; and Defendant Fiberco General Engineering Contractors, Inc. (“Fiberco”) and David Zuniga (“Zuniga”) (together with Fiberco, “Defendants”), on the other hand. Plaintiff and Defendants are collectively referred to herein as the “Parties.”

This Settlement Agreement shall be effective upon the date of the Court order approving the settlement and entering judgment thereon (the “Effective Date”).

I. DEFINITIONS

Unless otherwise defined herein, the following terms, when used in this Settlement Agreement, shall have the following meanings:

1. “Action” means the complaint Plaintiff filed on July 20, 2023 in Sacramento County Superior Court, Case No. 23CV005096, alleging (among other things) claims for civil penalties under the Private Attorneys General Act, Labor Code § 2698 *et seq.* against Defendants for alleged violations of the California Labor Code.

2. “Aggrieved Employees” means all current and former non-exempt employees who were employed by Fiberco in the State of California and worked at least (1) day during the PAGA Period.

3. “Court” or means the Superior Court of California for the County of Sacramento.

4. “Defense Counsel” or “Counsel for Defendants” is: Linda M. Moroney, Heath A. Havey, and Renee K. Corona of Gordon Rees Scully Mansukhani LLP, 315 Pacific Avenue, San Francisco, California 94111.

5. “Employee PAGA Portion” is the aggregate amount to be distributed to the Aggrieved Employees, which shall consist of 25% of the Net Settlement Amount as provided in Section I.10 herein.

6. “Employee Payments” refers to the individual payments that will be distributed to Aggrieved Employees, as provided in Section III.3 herein.

7. “Gross Settlement Amount” is the sum of One Hundred Thousand Dollars (\$100,000.00), which represents the total amount payable under this Settlement Agreement by Defendants (subject to the Escalator Provision, Section III.12 below), and includes the Employee PAGA Portion payable to Aggrieved Employees, LWDA Payment payable to the LWDA, Court-awarded Attorneys’ Fees (not to exceed one-third of the Gross Settlement Amount, currently

estimated to be \$33,333.33) to Plaintiff's Counsel, Court-awarded Litigation Costs (not to exceed \$7,500.00) to Plaintiff's Counsel, and a Court-awarded payment to the Settlement Administrator for Settlement Administration Costs (not to exceed \$3,000.00).

8. "LWDA" means the California Labor and Workforce Development Agency.

9. "LWDA Payment" means the amount to be paid to the LWDA, which is seventy-five percent (75%) of the Net Settlement Amount as set forth in Section III.3 herein.

10. "Net Settlement Amount" is the amount remaining to distribute to the LWDA and Aggrieved Employees after the following amounts are subtracted from the Gross Settlement Amount: (a) Attorneys' Fees to Plaintiff's Counsel; (b) Litigation Costs to Plaintiff's Counsel; and (c) Settlement Administration Costs to Settlement Administrator.

11. "PAGA" means the California Labor Code Private Attorneys General Act, California Labor Code § 2698, *et seq.*

12. "PAGA Notice" means the notice letter that Plaintiff submitted to the LWDA and certified-mailed to Defendants on May 4, 2023.

13. "PAGA Period" means the time period from May 4, 2022 through August 31, 2024.

14. "PAGA Released Claims" means any and all claims for civil penalties that could have been assessed upon and collected from the Released Parties under PAGA, based on the factual allegations in Plaintiff's PAGA Notice and the Action, including any PAGA civil penalties predicated on Defendants' alleged violations of Labor Code §§ 201-204, 226, 226.3, 226.7, 245 *et seq.*, 256, 510, 512, 558, 1174, 1194, 1197, 1198, 1199.

15. "Plaintiff's Counsel" means Tuvia Korobkin, Esq., Poya Ghasri, Esq., and Gary S. Brotman, Esq. of Marquee Law Group, APC, 9100 Wilshire Blvd., Suite 445 East, Beverly Hills, CA 90212.

16. "Released Parties" means Zuniga, Fiberco, and Fiberco's past, present, and future owners, officers, directors, employees, board members, shareholders, attorneys, insurers, reinsurers, customers, partners, investors, members, representatives, predecessors, parent companies, subsidiaries, affiliates, divisions, successors, agents and principals, and their heirs, estates, executors, administrators, servants, insurers, attorneys, and assigns.

17. "Settlement Administrator" means Phoenix Settlement Administrators, a third-party administrator who shall administer the settlement, subject to approval by the Court, in accordance with this Settlement Agreement, and whose costs and expenses to administer the settlement are currently estimated not to exceed \$3,000.00 ("Settlement Administration Costs").

II. RECITALS

1. On May 4, 2023, Plaintiff provided written notice to the LWDA and Defendants asserting claims for civil penalties pursuant to PAGA stemming from alleged violations of

California Labor Code sections 201-204, 210, 226, 226.3, 226.7, 245 *et seq.*, 256, 510, 512, 558, 558.1, 1174, 1194, 1197, 1198, 1199, and California Industrial Commission Wage Order 16.

2. On July 20, 2023, Plaintiff filed the Action in the Superior Court of California, County of Sacramento, entitled *Adrian Angel v. Fiberco General Engineering Contractors, Inc., et al*, alleging, *inter alia*, Labor Code violations by Defendants and seeking civil penalties under PAGA. Defendants deny Plaintiff's allegations.

3. On August 19, 2024, the Parties participated in an arm's length mediation with mediator Monique Ngo-Bonnici, Esq. In preparation for the mediation, Plaintiff's Counsel requested and Defendants' counsel provided sample time and payroll data for the purported aggrieved employees, and other relevant policy and employment documents. With Ms. Bonnici's assistance, the Parties agreed to fully and finally resolve the PAGA Released Claims as to Plaintiff, the State of California, and the Aggrieved Employees. The Parties' agreement was predicated on Defendants' provision of financial documents evidencing Fiberco's financial condition, which were provided to Plaintiff's Counsel.

III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT

The Parties agree as follows:

1. **Non-Admission.** Nothing in this Settlement Agreement nor action taken in implementation thereof shall be construed to be an admission or concession by Plaintiff that his claims do not have merit or by Defendants of any liability or wrongdoing as to Plaintiff, Aggrieved Employees, or any other person, and Defendants specifically disclaim any such liability or wrongdoing. Nor will any of the foregoing be used in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Settlement Agreement may be used in any court proceeding that has as its purpose the interpretation, implementation, or enforcement of the settlement or any orders or judgments of the Court entered into in connection therewith. The Parties have entered into this Settlement Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and risks. This Settlement Agreement and any related Court documents or orders are not and may not be cited or admitted as evidence of liability.

2. **Gross Settlement Amount.** Defendants shall pay \$100,000.00 as the Gross Settlement Amount (subject to the Escalator Provision, Section III.12 below). Due to Defendants' financial condition, Defendants shall pay the Gross Settlement Amount in five (5) total payments, as follows: forty thousand dollars (\$40,000.00) within 30 days after Court approval; and four (4) subsequent payments of fifteen thousand dollars (\$15,000.00) each, payable every 30 days after the first payment is due. Defendants shall make payments to the Settlement Administrator, and the Settlement Administrator shall hold payments in escrow pending disbursement.

3. **Net Settlement Amount.** The Parties agree that the Net Settlement Amount shall be distributed to the LWDA and Aggrieved Employees as follows: Seventy-five percent (75%) of the Net Settlement Amount shall be distributed to the LWDA (i.e., the LWDA Payment), and

twenty-five percent (25%) of the Net Settlement Amount shall be distributed to the Aggrieved Employees on a *pro rata* basis, based on their respective number of pay periods worked for Fiberco during the PAGA Period. Payments to Aggrieved Employees of their share of the Net Settlement Amount shall be referred to as “Employee Payments.” Each Aggrieved Employee will be paid a non-wage check for his/her Employee Payment, and each Aggrieved Employee will receive an IRS Form 1099 for said payment.

4. **Attorneys’ Fees Payment and Litigation Costs Payment.** Defendants will not oppose Plaintiff’s request for an award of attorneys’ fees in the amount up to one-third of the Gross Settlement Amount (currently estimated to be \$33,333.33) (“Attorneys’ Fees”) and litigation costs and expenses in the amount up to \$7,500.00 incurred in prosecuting this Action (“Litigation Costs”), to Plaintiff’s Counsel. In the event the Court approves payment(s) of lesser amounts for Attorneys’ Fees and/or for Litigation Costs to Plaintiff’s Counsel, the difference will be a part of the Net Settlement Amount. The Attorneys’ Fees and Litigation Costs payments will be reported on an IRS Form 1099 issued to Plaintiff’s Counsel.

5. **Settlement Administration Costs.** Defendants will not oppose Plaintiff’s request for payment in the amount up to \$3,000.00 to the Settlement Administrator for administering the settlement. In the event the Court approves a payment of less than \$3,000.00 for Settlement Administration Costs, the difference will be a part of the Net Settlement Amount. Settlement Administration Costs will be reported on an IRS Form 1099 issued to the Settlement Administrator.

6. **PAGA Released Claims.** Upon the Effective Date and the Gross Settlement Amount being fully funded, Plaintiff, Aggrieved Employees, and the State of California will be forever barred from pursuing any and all PAGA Released Claims defined in Section I.14 herein. This release of claims only covers those civil penalties which are recoverable under PAGA, and does not otherwise cover individual, underlying claims or causes of action that Aggrieved Employees may have under the law against Released Parties for violations of the California Labor Code.

7. **Limited Disclosure and No Publicity.** Except as provided below, to the extent necessary to effectuate the settlement or as required by the PAGA statute, a court of law, or legal process, neither Plaintiff nor Plaintiff’s Counsel will publicize the terms of this Settlement Agreement or issue a press release, hold a press conference, publish information about the settlement on any website or through any social media, or otherwise publicize the settlement or communicate its terms in public or in private, unless ordered by the Court. Nothing shall prevent Plaintiff’s Counsel, after the settlement has been filed with the Court, from including a description of the settlement on their website, or from referring to this settlement in a declaration establishing their qualifications in future cases.

8. **Testimony in Other Proceedings.** This Settlement Agreement does not waive a Party’s right to testify in an administrative, legislative, or judicial proceeding concerning alleged criminal conduct or alleged sexual assault or sexual harassment on the part of the other Party to the Settlement Agreement, or on the part of the agents or employees of the other Party, when the Party has been required or requested to attend the proceeding pursuant to a court order, subpoena, or written request from an administrative agency or the legislature. Additionally, notwithstanding

anything in this Settlement Agreement to the contrary, this Settlement Agreement does not prevent the disclosure of factual information related to a claim filed in a civil action, or a complaint filed in an administrative action, regarding any act of sexual assault; sexual harassment; workplace harassment; any type of discrimination; or other conduct that Plaintiff has reasonable cause to believe is unlawful; failure to prevent an act of workplace assault or harassment, any type of discrimination, or other conduct that Plaintiff has reasonable cause to believe is unlawful; or retaliation against a person for reporting assault or harassment, any type of discrimination, or other conduct that Plaintiff has reasonable cause to believe is unlawful. Finally, notwithstanding anything in this Settlement Agreement to the contrary, nothing in this Settlement Agreement prevents Plaintiff from discussing or disclosing information about unlawful acts in the workplace, such as assault, harassment or discrimination or any other conduct that Plaintiff has reason to believe is unlawful.

9. **Filing of Motion or Joint Stipulation of Settlement by Plaintiff's Counsel.** Plaintiff's Counsel shall be responsible for preparing a Motion for PAGA Settlement Approval or a Joint Stipulation for Approval of the Settlement. Plaintiff's Counsel will serve the Motion or Stipulation on Defendant's Counsel and will submit the Settlement Agreement to the LWDA pursuant to the requirements of the PAGA. Pursuant to California Labor Code section 2698, *et seq.*, Plaintiff's Counsel shall undertake all required submissions and disclosures to the LWDA and the Court to obtain approval of the settlement. Plaintiff agrees to provide notice to the Labor and Workforce Development Agency ("LWDA") of this settlement in accordance with Labor Code § 2699(l)(2).

10. **Termination of Settlement Agreement.** If the Court does not approve the settlement, if the Court does not enter judgment as provided for in this Settlement Agreement, or if appellate review is sought and, on such review, the Court's decision is materially modified or reversed, or if one or more of the terms of the Settlement Agreement is not approved or is materially modified or reversed or found to be invalid, or the settlement does not become final for any other reason, then either of the Parties shall have the right within ten (10) calendar days of written notice thereof to elect to terminate the Settlement Agreement, in which case it shall have no force or effect, and the Parties shall be deemed to have reverted to their original, respective status as of the date and time immediately prior to the execution of this Settlement Agreement. However, prior to exercising the right to terminate the Settlement Agreement, the Parties must meet and confer in good faith in order to obtain Court approval, including to cure any defects identified by the Court.

11. **Judgment/Administrator Declaration.** This Settlement Agreement is expressly conditioned upon the Court entering judgment on the Settlement. The judgment will not release or bar any claims other than the PAGA Released Claims as to Plaintiff, Aggrieved Employees, and the State of California. The Settlement Administrator will provide the Parties with a declaration confirming that distribution of payments has been completed in accordance with the Settlement Agreement and the Court's orders, within ten (10) business days of distributing all payments under the settlement. Plaintiff's Counsel will file the declaration with the Court within ten (10) business days of receipt or as otherwise ordered by the Court.

12. **Escalator Provision.** Defendants represent that there is a total of approximately 4,898 pay periods worked by Aggrieved Employees from May 4, 2022 through July 1, 2024. This

is a material representation for Plaintiff to enter into this Agreement. If the actual number of pay periods worked by Aggrieved Employees during the PAGA Period exceeds 4,898 by more than 10%, the Gross Settlement Amount shall increase by the same percentage above 10% by which the actual number of pay periods exceeds 4,898. For example, if the actual number of pay periods worked by Aggrieved Employees during the PAGA Period is 11% greater than 4,898, then the Gross Settlement Amount will increase by 1%. If the Gross Settlement Amount increases by operation of this Escalator Provision, the increase to the Gross Settlement Amount shall be paid in 5 equal amounts with each installment payment. For example, if the Gross Settlement Amount increases by \$5,000 by operation of this Escalator Provision, then each installment will increase by \$1,000.

13. **No opt out rights.** Pursuant to *Robinson v. Southern Counties Oil Co.*, 53 Cal.App.5th 476 (2020), Aggrieved Employees do not have the right to “opt out” of this settlement. If this settlement is approved, each Aggrieved Employee will receive his or her individual Employee Payment as indicated above, and upon receipt of the payment will release the PAGA Released Claims as described above.

IV. **ADMINISTRATION OF SETTLEMENT**

1. **Settlement Administrator.** The Parties have mutually selected Phoenix Settlement Administrators to handle the administration of this settlement, subject to approval by the Court.

2. **Notice to Aggrieved Employees.**

a. No later than ten (10) Court days after the Effective Date, Defendants shall provide the Settlement Administrator with a list of the Aggrieved Employees (the “Aggrieved Employees List”). The Aggrieved Employees List shall include each Aggrieved Employee’s full name, last known mailing address, last known telephone number, start date(s) of employment, end date(s) of employment, total pay periods worked for Fiberco in California during the PAGA Period, and Social Security number, to the extent available from Defendants’ records. Because Social Security numbers are included in the list, the Settlement Administrator will maintain the list in confidence, and shall only access and use the list to administer the settlement in conformity with the Court’s orders. Defendants will in good faith compile from their records the Aggrieved Employees List and provide it to the Settlement Administrator in a computer-readable format, such as a Microsoft Excel spreadsheet.

b. No later than fifteen (15) calendar days after receipt of the final installment payment of the Gross Settlement Amount from Defendants, the Settlement Administrator will (i) calculate each Aggrieved Employee’s payment, (ii) send its payment calculations to Plaintiff’s Counsel and Defense Counsel, (iii) obtain approval from counsel of the calculations, and mail the Employee Payments under cover letter, substantially in the form attached hereto as “**Exhibit A**” (“Cover Letter”), to each of the Aggrieved Employees identified on the Aggrieved Employees List. Prior to mailing the Cover Letter, the Settlement Administrator shall check the addresses provided in the Aggrieved Employees List using the United States Postal Service’s National Change of Address database, and update the addresses for known address changes. Should any of the mailings to the Aggrieved Employees of their Cover Letter and Employee Payments be returned to the Settlement Administrator after mailing, the Settlement Administrator will have

five (5) calendar days after it receives the returned undeliverable mail to search for a more current address for the Aggrieved Employee (via a skip trace or other reasonable method) and re-mail the Cover Letter and Employee Payments to any alternative or updated address obtained by the Settlement Administrator.

3. **Deposit and Distribution of Gross Settlement Amount.**

a. Defendants are jointly and severally responsible for funding the Settlement. Defendants shall fund the Gross Settlement Amount per the terms of this Settlement Agreement into a settlement account established by the Settlement Administrator, for administration and distribution in accordance with this Settlement Agreement and the Court's orders.

b. The Settlement Administrator shall distribute payments for the Attorneys' Fees, the Litigation Costs, the Settlement Administration Costs, the Employee Payments to Aggrieved Employees, and the LWDA Payment within fifteen (15) calendar days after the Gross Settlement Amount is fully funded and after receiving approval from counsel of the payments calculations, as described above. All payments provided for by this Settlement Agreement shall be made by the Settlement Administrator in accordance with this Settlement Agreement and the Court's order approving this settlement.

c. Each Aggrieved Employee will be issued one check for his or her Employee Payment, which will expire one hundred eighty (180) calendar days from the date the checks are issued by the Settlement Administrator. After the 180-day period, the Settlement Administrator shall cancel all checks that have not been cashed or deposited and remit funds associated with such canceled checks to the State Controller's Office, Unclaimed Property Division, in the name associated with each Aggrieved Employee whose Employee Payment checks are canceled.

V. MISCELLANEOUS PROVISIONS

1. **Notice to LWDA.** Plaintiff's Counsel shall comply with all notices required to be provided to the LWDA, including provision of notice of this Settlement Agreement to the LWDA and provisions of any copy of the Court's order approving this Settlement Agreement.

2. **Use and Return of Aggrieved Employee Data.** Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the Administrator's payment of all Settlement Funds, Defendants makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

3. **No Impact on Employee Benefit Plans.** Neither the Settlement Agreement nor any amounts paid to any Aggrieved Employee or the LWDA under the settlement will modify any previously credited hours or service under any employee benefit plan, policy, or bonus program sponsored by Fiberco. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under Fiberco's sponsored benefit plans, policies, or bonus programs. The payments made under the terms of this Settlement Agreement shall not be applied retroactively, currently, or on a going-forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of any Fiberco benefit plan, policy, or bonus program. Fiberco retains the right, if necessary, to modify the language of its benefit plans, policies, and bonus programs to effect this intent, and to make clear that any amounts paid pursuant to this Settlement Agreement are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable plans, policies, and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Settlement Agreement.

4. **Tax Consequences.** Plaintiff and each Aggrieved Employee will be solely responsible for correctly characterizing any compensation received under the Settlement on his/her personal income tax returns for tax purposes, and paying all appropriate taxes due for any and all amounts paid to them under the Settlement. Plaintiff, Defendant, Plaintiff's Counsel, and Defendant's Counsel make no representations or warranties with respect to tax consequences of any payment under this Settlement Agreement, do not intend anything contained in this Settlement Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement Agreement be relied upon as such.

5. **Governing Law.** This Settlement Agreement shall be construed under and governed by the laws of the State of California. This Settlement Agreement shall be deemed to have been entered into in California, and all questions of validity, interpretation, or performance of any of its terms or of any rights or obligations of the Parties to this Settlement Agreement shall be governed by California law. If any legal or equitable action or motion is necessary to enforce the terms of this Settlement Agreement, it shall be brought in the State of California, County of Sacramento. The prevailing party in any such action or motion shall be entitled to recover that party's reasonable attorneys' fees and costs incurred in connection with the action or motion.

6. **Entire Agreement.** This Settlement Agreement constitutes the entirety of the Parties' settlement terms regarding the PAGA Released Claims. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties each acknowledge and represent that no promise or representation not contained in this Settlement Agreement has been made to them, and acknowledge and represent that this Settlement Agreement contains the entire understanding between them and contains all terms and conditions pertaining to the compromise and settlement of the PAGA Released Claims.

7. **Judgment and Continued Jurisdiction.** The Parties agree that this Settlement Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6, and the Court, to the fullest extent of the law, shall retain exclusive and continuing jurisdiction over this Action, over all Parties, and the Aggrieved Employees to interpret and enforce the terms, conditions, and obligations of the Settlement Agreement.

8. **Amendment or Modification.** This Settlement Agreement may be amended or modified only by a written instrument, signed by either the Parties or their successors-in-interest or by counsel for all Parties, subject to approval by the Court.

9. **Authorization to Enter into Binding Settlement Agreement.** Defendants represent and warrant that the undersigned has the authority to act on behalf of Defendants and to bind Defendants to the terms of this Settlement Agreement. Plaintiff represents and warrants that he has the capacity to act on his own behalf and on behalf of all who might claim through him to bind him to the terms and conditions of this Settlement Agreement. Counsel for all Parties warrant and represent that they are authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have full authority to enter into this settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any settlement and/or mediation privileges and/or confidentiality provisions that otherwise might apply under federal or state law.

10. **Binding on Successors and Assigns.** This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto.

11. **Execution and Counterparts.** This Settlement Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument.

12. **Acknowledgement of Mutual Drafting and that the Settlement is Fair, Adequate, and Reasonable.** The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action, and have arrived at this settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this settlement. The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arm's-length negotiations and that neither Party shall be considered the "drafter" of this Settlement Agreement for purposes of having terms construed against that Party. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one Party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement. Counsel for Plaintiff and the Aggrieved Employees have conducted a thorough investigation into the facts of this PAGA case, including an extensive review of relevant documents and data, and has diligently investigated Aggrieved Employees' claims against Defendants. Based on their own independent investigation and evaluation, Plaintiff's Counsel are of the opinion that the Settlement with Defendants for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable and adequate and is in the best interest of the Aggrieved Employees in light of all known facts and circumstances, including the risk of

significant delay, defenses asserted by Defendants, the financial condition of Defendants, and numerous potential appellate issues. Defendants and Defendants' counsel also agree that the Settlement is fair and in the best interest of the Aggrieved Employees.

13. **Invalidity of Any Provision.** Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Settlement Agreement valid and enforceable.

14. **Severability.** If any term or provision of this Settlement Agreement is held to be invalid or unenforceable, provided that the essential terms and conditions of this Settlement Agreement for each Party remain valid, binding and enforceable, the remaining portions of this Settlement Agreement will continue to be valid, and will be performed, construed, and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Settlement Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

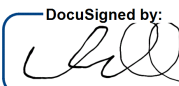
15. **No Waiver.** No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right, or remedy.

16. **Cooperation and Execution of Necessary Documents.** All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to implement the settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this settlement, the Parties may seek the assistance of mediator Monique Ngo-Bonnici and/or the Court to resolve such disagreement.

IN WITNESS THEREOF, the Parties each acknowledge that he/she/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement, and hereby executes it voluntarily and with full understanding of its consequences.

PLAINTIFF:

Dated: 12/6/2024

By: 
C9D12340202F4FA...
Adrian Angel

DEFENDANTS:

Dated: 1/8/2025

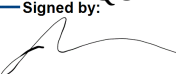
By: 
Fiberco General Engineering Contractors, Inc.

Dated: 1/8/2025

By: 
David Zuniga

APPROVED AS TO FORM:

Dated: 12/6/2024

By: 
MARQUEE LAW GROUP, APC
Signed by:
A536AA1D0ED241F
Tuvia Korobkin
Gary S. Brotman
Attorneys for Plaintiff

Dated: 1/09/25

By: 
GORDON REES SCULLY
MANSUKHANI LLP
Linda M. Moroney
Heath A. Havey
Renee K. Corona
Attorneys for Defendants

EXHIBIT A

Re: Payment from *Adrian Angel v. Fiberco General Engineering Contractors, Inc., et al*
Case No. 23CV005096

Date: _____

<<SIMID>>
<<NAME>>
<<ADDRESS>>

Dear <<NAME>>:

Enclosed, please find a check made payable to you. This is your payment from the settlement of the lawsuit titled *Adrian Angel v. Fiberco General Engineering Contractors, Inc., et al* (the “Action”).

The Action against Fiberco General Engineering Contractors, Inc. and David Zuniga (collectively, “Fiberco”) includes a claim pursuant to the California Labor Code Private Attorneys General Act of 2004, California Labor Code § 2698, et seq. (“PAGA”). The Action was brought by Plaintiff Adrian Angel (“Plaintiff”), a former employee of Fiberco, on behalf of the State of California and other alleged aggrieved employees. You have been identified as one of the employees on whose behalf the case was brought.

Plaintiff claimed that Fiberco owed civil penalties under PAGA for alleged violations of the California Labor Code. The parties have reached a settlement of Plaintiff’s claims, and on <<DATE>>, the Court approved the parties’ PAGA settlement, including the amount of civil penalties to be paid under the settlement. A portion of the civil penalty settlement amount goes to the State of California’s Labor and Workforce Development Agency. Another portion of the civil penalty settlement amount goes to employees of Fiberco who were allegedly affected by the alleged violations of the Labor Code. In agreeing to this settlement, Fiberco does not admit that it is liable in any way to current or former employees for any violations of the California Labor Code or any penalties. The Court has not decided the merits of Plaintiff’s claims.

Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties. This check will remain valid for 180 days from the date of issuance. If you do not cash your check within 180 days of issuance, the funds will be deposited by the Settlement Administrator with the California State Controller to be deposited in the Unclaimed Property Fund in your name. If you are still employed by Fiberco, your decision to cash the check will not affect your employment.

While you were not a party to the Action, you and the State of California have been bound by the settlement entered in this matter and approved by the Court, including the release contained in the settlement. The release pertains to civil penalties under PAGA only. The release includes all claims under the PAGA that were alleged in the Action, including claims for civil penalties under the PAGA based on Fiberco’s alleged violations of Labor Code sections 201-204, 210, 226, 226.3, 226.7, 245 et seq., 256, 510, 512, 558, 558.1, 1174, 1194, 1197, 1198, 1199, and California Industrial Commission Wage Order 16, during the time period of May 4, 2022 through August 31, 2024 (the “PAGA Period”).

If you have any questions, you can contact Phoenix Class Action Administrators, the Settlement Administrator, at _____ - _____ - _____