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ADRIAN ANGEL

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

ADRIAN ANGEL, an individual;

Plaintiff,

vs.

FIBERCO GENERAL ENGINEERING
CONTRACTORS, INC., a California
corporation; BARRETT BUSINESS
SERVICES, INC., a Maryland corporation;
DAVID ZUNIGA, an individual; and DOES 1
through 20, inclusive,

Defendants.

Case No. 23CV005096

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR APPROVAL
OF SETTLEMENT OF PAGA CLAIMS,
REASONABLE ATTORNEYS' FEES AND
COSTS**

*Filed concurrently with Plaintiff's Motion and
Declaration of Tuvia Korobkin.*

Date: September 9, 2025

Time: 1:30 p.m.

Dept.: 53

Reservation ID: 581226229432

Complaint Filed: July 20, 2023

Trial Date: None Set

1 This matter came on regularly for hearing before this Court on September 9, 2025 at 1:30
2 p.m. Having considered the parties' Settlement Agreement ("Settlement");¹ the documents and
3 evidence presented in support thereof; and recognizing the disputed factual and legal issues
4 involved in this case, the risks of further prosecution, the substantial benefits to be received by
5 the State of California and the Aggrieved Employees pursuant to the Settlement, and the fair,
6 reasonable, and adequate nature of the settlement obtained as a result of good faith arm's-length
7 negotiations between the Parties, the Court hereby makes a final ruling that the Settlement is
8 approved pursuant to Labor Code section 2699, subdivision (1). Good cause appearing therefor,
9 the Court hereby GRANTS Plaintiff Adrian Angel's ("Plaintiff") Motion for Approval of
10 Settlement of PAGA Claims and ORDERS as follows:

11 1. The term "Aggrieved Employees" shall consist of all current and former non-
12 exempt employees who worked for Defendants Fiberco General Engineering Contractors, Inc.
13 and David Zuniga ("Defendants") in the State of California during the PAGA Period.

14 2. The "PAGA Period" means May 4, 2022 through August 31, 2024.

15 3. The Court hereby approves the settlement as set forth in the Settlement as fair,
16 reasonable, and adequate, and directs the parties to effectuate the Settlement according to its
17 terms.

18 4. The Court orders that Defendants, jointly and severally, shall deposit the Gross
19 Settlement Amount ("GSA") of \$100,000.00 into an account established by the Settlement
20 Administrator, on the payment schedule specified in the Settlement. Specifically, Defendants
21 shall deposit \$40,000.00 within 30 days of this Order; and four (4) subsequent payments of
22 \$15,000.00 each, payable every 30 days after the first payment is due.

23 5. The Court hereby approves, as to form and content, the Cover Letter included as
24 Exhibit A to the Settlement.

25 6. The Court hereby appoints Phoenix Settlement Administrators as the Settlement
26 Administrator.

27 _____
28 ¹ All terms in this Order shall have the same meaning as that assigned to them in the Settlement,
attached as Exhibit C to the Declaration of Tuvia Korobkin filed concurrently with the Motion.

1 7. Within ten (10) Court days of the date of this Order, Defendants shall provide the
2 Settlement Administrator with the Aggrieved Employees List, pursuant to the Settlement.

3 8. The Settlement Administrator is directed to mail the individual Employee
4 Payments and Cover Letter to the Aggrieved Employees within fifteen (15) calendar days after
5 the Settlement is fully funded, pursuant to the terms of the Settlement.

6 9. The Court finds that attorneys' fees in the amount of \$33,333.33 (one-third of the
7 GSA) to Plaintiff's counsel, and reimbursement of litigation costs of \$2,401.41 to Plaintiff's
8 counsel, are fair, reasonable, and adequate in light of the fund created by the Settlement, and
9 orders the Settlement Administrator to distribute these payments to Plaintiff's Counsel as
10 provided for in the Settlement.

11 10. The Court orders that the Settlement Administrator shall be paid \$2,500.00 for all
12 of its work done and to be done until the completion of this matter, and finds that sum appropriate.

13 11. The Court finds that the amount of \$46,323.95 to be paid to the California Labor
14 and Workforce Development Agency ("LWDA"), representing 75% of the \$61,765.26 Net
15 Settlement Amount as provided for by the Settlement, is fair, adequate, and reasonable, and orders
16 that payment be made to the LWDA in accordance with the terms of the Settlement Agreement.

17 12. The Court approves the scope of the release as set forth in the Settlement.
18 Following entry of this Order and the Settlement being fully funded, Plaintiff and all Aggrieved
19 Employees will have released all of the PAGA Released Claims against the Released Parties, as
20 those terms are defined in the Settlement. The release of the PAGA Released Claims shall extend
21 for the duration of the PAGA Period. No individual claims for wages are released under the
22 Settlement.

23 13. Without affecting the finality of this Order in any way, the Court retains
24 jurisdiction to enforce the terms of the Settlement pursuant to California Code of Civil Procedure
25 section 664.6. The Court shall retain exclusive and continuing jurisdiction over this Action, over
26 all Parties, and the Aggrieved Employees to interpret and enforce the terms, conditions, and
27 obligations of the Settlement.

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1 14. Any future events on calendar in this matter are hereby VACATED.

2 15. Plaintiff shall file a declaration confirming the final distribution of funds on or
3 before ten (10) business days of receipt of a declaration by the Settlement Administrator
4 confirming distribution of payments has been completed in accordance with the Settlement
5 Agreement and the Court's orders.

6 **IT IS SO ORDERED.**

7
8 Dated: _____

By: _____
Honorable Richard K. Sueyoshi
Judge of the Superior Court