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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

**DECLARATION OF TUVIA KOROBKIN
IN SUPPORT OF PLAINTIFF ADRIAN
ANGEL'S MOTION FOR APPROVAL OF
SETTLEMENT OF PAGA CLAIMS AND
REASONABLE ATTORNEYS' FEES AND
COSTS**

Date: September 9, 2025

Time: 1:30 p.m.

Dept.: 53

Reservation ID: 581226229432

Complaint Filed: July 20, 2023

Trial Date: None Set

DECLARATION OF TUVIA KOROBKIN

I, TUVIA KOROBKIN, declare as follows:

1. I am an attorney at Marquee Law Group, A Professional Corporation, attorneys of record for Plaintiff Adrian Angel (“Plaintiff”) and the Aggrieved Employees in the above-captioned matter. I am a member in good standing of the bar of the State of California and am admitted to practice in this Court. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I am a 2009 graduate of the UCLA School of Law. I was admitted to the California State Bar in December 2009 after passing the bar exam on my first attempt. Since that time, I have practiced almost exclusively in the area of employment litigation. From May 2010 to May 2014, I worked as an associate at the employment law firm of Eisenberg & Associates in Los Angeles. From May 2014 to January 2016, I worked as an associate at the employment law firm of Setareh Law Group in Beverly Hills. The vast majority of my work at both Eisenberg & Associates and Setareh Law Group focused on representing employees in wage and hour and wrongful termination actions, including wage and hour class actions. Although non-exhaustive, the types of work I performed at those firms included: conducting client intakes; performing pre-filing research and analysis; drafting complaints; attending court hearings; corresponding with opposing counsel; drafting and responding to written discovery; taking and defending depositions; analyzing payroll and timekeeping records and employee handbooks; drafting and opposing a variety of motions including motions for summary judgment, motions for remand, demurrers and motions to dismiss, motions to compel, motions to quash, and motions for class certification; drafting mediation briefs and attending mediations; drafting long-form settlement agreements; drafting motions for preliminary and final settlement approval; and overseeing the claims and/or opt-out processes. I also drafted appellate briefs for the California Court of Appeal and the Ninth Circuit Court of Appeals, and argued before the California Court of Appeal, all in connection with employment matters.

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1 3. In February 2016 I joined Haines Law Group, APC (HLG) in El Segundo,
2 California, as an associate attorney. In December 2019 I was promoted to Partner, a position I
3 held until I resigned from HLG in July 2022. While at HLG, I performed many of the same duties
4 identified in the preceding paragraph, and I also managed junior and mid-level associates. During
5 my tenure with HLG I handled over 100 wage and hour class actions and Private Attorneys
6 General Act (“PAGA”) actions, resulting in more than \$100 million in total settlements on behalf
7 of California workers.

8 4. In July 2022 I joined Abramson Labor Group (ALG) as Senior Counsel in the
9 firm’s Class Action Department, where I grew the Class Action Department to approximately 80
10 active wage and hour class and PAGA actions throughout California. In addition to managing the
11 caseload and day-to-day operations of the Class Action Department, I supervised other associates
12 and performed many of the same duties described in the two prior paragraphs.

13 5. In March 2024 I joined Marquee Law Group as Chair of the Class Action
14 Department. I currently manage and play an active role in approximately 55 active wage and hour
15 class actions and PAGA actions throughout California, and perform many of the same job duties
16 as I performed in my prior roles, in addition to supervising other attorneys’ work on those cases.

17 6. The following is a non-exhaustive list of wage and hour class action settlements
18 in which I have been appointed as class counsel and/or played a substantial role in the litigation,
19 and which have received final approval: *Bellinghausen v. Tractor Supply Company*, Case No.
20 3:13-cv-02377-JSC, U.S. District Court, Northern District of California, Judge Jacqueline Scott
21 Corley presiding (granted final approval of settlement on behalf of retail employees involving
22 claims for failure to provide meal and rest periods, failure to pay overtime, and other claims);
23 *Montgomery v. Del Monte Corp., et al.*, Case No. 13C0204, Kings County Superior Court, Judge
24 James LaPorte presiding (granted final approval of settlement on behalf of manufacturing
25 employees involving claims for failure to provide meal and rest periods, failure to pay overtime,
26 and other claims); *Tesla Motors Wage and Hour Litigation*, JCCP 4792, Santa Clara County
27 Superior Court, Judge Peter H. Kirwan presiding (granted final approval of settlement on behalf
28 of automotive factory workers involving claims for failure to pay overtime, failure to provide

meal and rest periods, and other claims); *Nable v. TransFirst, LLC*, Case No. 8:15-cv-00891DOC-JCG, U.S. District Court, Central District of California, District Judge David O. Carter presiding (granted final approval of settlement of hybrid nationwide FLSA/California Rule 23 class action involving claims for failure to pay overtime, failure to provide meal periods, off-the-clock work, and other claims); *Kostyuk, et al v. Golden State Overnight Delivery Service, Inc.*, Case No. RG14727191, Alameda County Superior Court, Honorable Winifred Y. Smith presiding (granted final approval of settlement on behalf of courier drivers involving claims for failure to provide meal periods, failure to pay wages, and other claims); *Leverage, et al v. Traeger Pellet Grills, LLC, et al.*, Case No. 4: 16-cv-00784-KAW, U.S. District Court for the Northern District of California, Judge Kandis A. Westmore presiding (granted final approval of settlement on behalf of grill demonstrators involving claims for independent contractor misclassification, unpaid minimum wages, unpaid overtime, failure to provide meal periods, failure to authorize and permit rest periods, unlawful deductions from wages, and other claims); *Rendon v. AEP Industries, Inc.*, Case No. CIVDS1621981, San Bernardino County Superior Court, Judge David S. Cohn presiding (granted final approval of settlement on behalf of non-exempt employees involving claims for unpaid wages and overtime wages, meal and rest periods, and other claims); *Orozco v. CashCall, Inc.*, Case No. 30-2017-00902026-CU-OE-CXC, Orange County Superior Court, Judge Glenda Sanders presiding (granted final approval of settlement on behalf of nonexempt employees involving claims for unpaid wages and overtime wages, meal and rest periods, and other claims); *Barrios v. Providence Hospitality Partners, LLC*, Case No. 56-201600484750-CU-OT-VTA, Ventura County Superior Court, Judge Vincent J. O'Neill presiding (granted final approval of settlement on behalf of non-exempt employees involving claims for unpaid wages and overtime wages, meal and rest periods, and other claims); *Rojas v. Shultz Steel Company*, Case No. BC635967, Los Angeles County Superior Court, Judge Kenneth R. Freeman presiding (granted final approval of settlement on behalf of non-exempt employees involving claims for unpaid wages and overtime wages, meal and rest periods, and other claims); *Gooding v. Vita-Mix Corp., et al.*, Case No. 2:16-cv-03898-ODW, U.S. District Court for the Central District of California, Judge Otis D. Wright presiding (granted final approval of settlement on behalf of

blender demonstrators involving claims for independent contractor misclassification, unpaid wages, failure to provide meal and rest periods, and other claims).

7. I have also moved to certify and have received an order certifying a class action in multiple cases, including *Ontiveros v. Safelite Fulfillment, Inc.*, Case No. CV 15-7118-DMG (RAOx), U.S. District Court, Central District of California, Honorable Dolly M. Gee presiding (certifying six classes of employees for claims including rest period violations, wage statement violations, meal period violations, and overtime and double-time violations); *Caudle, et al. v. Sprint/United Management Company, et al.*, Case No. C 17-06874-WHA, U.S. District Court, Northern District of California, Honorable William H. Alsup presiding (certifying three classes of employees for unlawful wage deduction violations, wage statement violations, and waiting time violations); and *Perez, et al. v. Sunbelt Rentals*, Case No. 37-2018-00026405-CU-OE-CTL, San Diego County Superior Court, Hon. Eddie C. Sturgeon (certifying wage statement class).

8. Of particular pertinence to this case, I have served as counsel for the plaintiff and aggrieved employees in several PAGA-only settlements, including but not limited to:

- *Salazar v. One Source to Market, LLC* – Ventura County Superior Court Case No. 56-2020-00540150-CU-OE-VTA, Hon. Vincent J. O’Neill presiding;
- *Ibarra v. Baker Commodities, Inc.* – Los Angeles Superior Court Case No. 19STCV06148, Hon. Yolanda Orozco presiding;
- *Canul v. Basmat, Inc.*, Los Angeles Superior Court Case No. BC674940, Hon. Teresa Beaudet presiding;
- *Gomez Felix v. Westland Services, Inc.* – San Diego Superior Court Case No. 372020-00015385, Hon. Joel R. Wohlfeil presiding;
- *Solomon v. Apria Healthcare LLC*, Riverside County Superior Court Case No. RIC2002553, Hon. Angel Bermudez presiding;
- *Diaz v. Central City Community Health Care, Inc.*, Los Angeles Superior Court Case No. 19STCV38116, Hon. Yvette M. Palazuelos presiding;
- *Johnson v. 24HR Homecare, LLC*, Ventura County Superior Court Case No. 2023-CU-OE-006965, Hon. Benjamin F. Coats presiding.

1 9. In each year since 2018, Thomson Reuters recognized me as a “Rising Star” in
2 Southern California in the area of employment law in the annual Super Lawyers magazine. This
3 is an honor awarded to no more than two-and-a-half percent (2.5%) of attorneys under the age of
4 forty in Southern California each year.

5 10. As counsel for Plaintiff and the Aggrieved Employees in this case, I have been
6 actively involved in this case since joining Marquee Law Group in March 2024. I believe the
7 proposed Settlement is fair, reasonable and adequate for the Aggrieved Employees and the State
8 of California.

9 11. Defendant Fiberco General Engineering Contractors, Inc. (“Fiberco”) is a general
10 engineering contractor that specializes in paving services, resurfacing, and maintenance in and
11 throughout the state of California. Fiberco was also owned and operated by Defendant David
12 Zuniga (“Zuniga”) who, on information and belief, controlled and/or managed employee
13 schedules, duties, break policies, sick pay policies and/or wage policies during Fiberco’s
14 operation (together, “Fiberco” and “Zuniga” referred to hereinafter as “Defendants”). Plaintiff
15 was employed by Defendants as a as a non-exempt traffic control lead from approximately July
16 2022 through January 2, 2023.

17 12. In this lawsuit, Plaintiff contends that Defendants failed to pay overtime wages for
18 hours worked in excess of 8 hours per day and only paid overtime for work in excess of 40 hours
19 per workweek. Plaintiff further alleges that he often had to work through his meal and rest periods
20 and was not provided with a second meal period when working in excess of 10 hours in a day.
21 Further, Plaintiff alleges that when employees were sent home early due to an alleged lack of
22 work, Defendants unilaterally chose to apply accrued sick leave pay instead of providing reporting
23 time pay, thereby violating California’s sick pay law.

24 13. Plaintiff also alleged claims for whistleblower retaliation and wrongful
25 termination premised upon his complaints regarding violations of OSHA standards, shorted pay,
26 lack of meal and rest breaks, and misappropriation of his accrued sick leave, for which he was
27 wrongfully terminated by Defendants in retaliation. These claims were resolved in a separate
28 individual settlement and are not at issue in this motion.

1 14. On May 4, 2023, Plaintiff, through my firm, provided written notice to the LWDA
2 and Defendants of his intent to pursue civil penalties under PAGA for alleged violations of the
3 California Labor Code based on the above violations including Labor Code sections 201, 203,
4 204, 210, 226, 226.3, 226.7, 245 et seq., 256, 510, 512, 558, 558.1, 1174, 1194, 1197, 1198, 1199,
5 and IWC Wage Order 16. A true and correct copy of Plaintiff's PAGA notice letter is attached
6 hereto as **Exhibit A**. Attached hereto as **Exhibit B** is a true and correct copy of the e-mail from
7 the LWDA confirming receipt of Plaintiff's PAGA notice letter.

8 15. On July 20, 2023, Plaintiff, through my firm, filed the instant action as an
9 individual and PAGA wage and hour action, as well as an individual action for retaliation and
10 wrongful termination. Defendants filed an Answer to the Complaint on October 23, 2023. Former
11 Defendant BBSI was dismissed without prejudice on November 28, 2023, as my firm concluded
12 that BBSI was not properly named.

13 16. Defense counsel and my firm engaged in substantive discussions about the case,
14 and in February 2024, agreed to attend a private mediation with Monique Ngo-Bonnici, Esq. of
15 Signature Resolution. Mediation was originally scheduled to take place on June 11, 2024, but the
16 Parties agreed to postpone the mediation until August to give Defendants additional time to
17 produce relevant data and documents. In connection with mediation, Defendants informally
18 produced information and documents pertaining to Plaintiff and other Aggrieved Employees,
19 including timekeeping and payroll data for a sampling of non-exempt employees, a list containing
20 the hire and termination dates of all non-exempt employees employed by Defendants during the
21 PAGA period, and other relevant documents.

22 17. On August 19, 2024, the parties participated in a full-day mediation with Ms. Ngo-
23 Bonnici. The parties vigorously debated the legal basis for Plaintiff's claims and Defendants'
24 defenses, the parties' data analyses and conclusions based thereon, and Defendants' ability to pay
25 a settlement for the PAGA claims (which, unlike the wrongful termination claims, were not
26 covered by insurance). At the conclusion of mediation, Ms. Ngo-Bonnici made a mediator's
27 proposal that was accepted by the Parties, and under which the Parties agreed to resolve Plaintiff's
28 individual claims and PAGA claims in two separate settlement agreements. The settlement of

1 Plaintiff's PAGA claims was expressly premised on the production of Fiberco's tax returns, profit
2 and loss statements, and other documents evidencing its financial condition. Defendants produced
3 those documents in September and October 2024. After reviewing those documents as well as
4 discussing various questions about the documents with defense counsel, my office was satisfied
5 that Fiberco would not be able to fund a PAGA settlement greater than the mediator's proposal.
6 Over the following months, the Parties negotiated the finer terms of the settlement, ultimately
7 resulting the Settlement Agreement now before the Court.

8 18. A true and correct copy of the fully-executed Settlement Agreement is attached
9 hereto as **Exhibit C**. The proposed PAGA Notice to be mailed to Aggrieved Employees with their
10 settlement payments is attached as Exhibit A to the Settlement Agreement.

11 19. During mediation, Fiberco expressed that it may file bankruptcy as a result of
12 Plaintiff's litigation, and particularly the PAGA claim. On June 3, 2025, Defendants did in fact
13 file a Notice of Filing for Bankruptcy by Fiberco General Engineering Contractors, Inc. in this
14 Court. The Fiberco Bankruptcy Filing specified that Fiberco had filed a voluntary Chapter 11
15 petition on March 10, 2025, which meant that "any action to collect a pre-petition debt, including
16 the debt allegedly owed to Adrian Angel ('Plaintiff'), is stayed by the automatic bankruptcy stay
17 as of the date of the filing of the Chapter 11 petition."

18 20. Notably, only Fiberco has filed a notice of filing for bankruptcy, *not* Defendant
19 David Zuniga who is also a party to the Settlement Agreement and is jointly and severally liable
20 under the Settlement Agreement.

21 21. The Settlement provides for Defendants' joint and several liability for payment of
22 a Gross Settlement Amount ("GSA") of \$100,000.00, to be paid in five (5) total payment
23 installments "due to Defendants' financial condition." Specifically, these payments are to be
24 made as follows: forty thousand dollars (\$40,000.00) within 30 days after Court approval; and
25 four (4) subsequent payments of fifteen thousand dollars (\$15,000.00) each, payable every 30
26 days after the first payment is due. After deducting requested attorneys' fees, litigation costs, and
27 settlement administration costs, the Settlement provides for the Net Settlement Amount ("NSA")
28 to be distributed 75% to the LWDA and 25% to Aggrieved Employees, per Labor Code § 2699(i).

1 22. While Plaintiff is confident in the merits of his claims, Plaintiff acknowledges
2 there were substantial risks and uncertainty in proceeding to trial. For example, Defendants argue
3 that employees were subject to an alternative workweek schedule (AWS) and signed an
4 agreement to that effect, consenting to regularly work four 10-hour days or three 12-hour days
5 without overtime pay unless the hours worked exceeded 10 hours or 12 hours respectively, or
6 exceeded 40 hours per week. Defendants further argue that any missed meal or rest periods were
7 the result of employees voluntarily waiving their meal and/or rest periods, rather than Defendants
8 failing to provide them. Furthermore, Defendants argued, time and pay records fail to substantiate
9 that Aggrieved Employees' accrued sick leave was utilized in place of reporting time pay, and
10 that any potential violation would be extremely individualized and not manageable on a
11 representative basis. Defendants also argue that Plaintiff cannot "stack" penalties, and that for
12 any pay period in which multiple violations allegedly occurred, Plaintiff could only recover one
13 civil penalty, substantially reducing Defendants' potential exposure.

14 23. Defendants further contend that given their defenses and good-faith attempts to
15 comply with the law, as well as Fiberco's financial condition, even if liability were established
16 for some Aggrieved Employees, the Court would utilize its discretion under Labor Code §
17 2699(e)(2) to substantially reduce the amount of penalties awarded.

18 24. Based on data provided by Defendants, there were approximately 4,989 pay
19 periods worked by the Aggrieved Employees during the PAGA Period. As noted, Plaintiff's
20 primary claims were for failure to pay overtime wages (Labor Code § 510), failure to provide
21 meal and rest periods (Labor Code § 512 and Wage Order 16), and violation of California's sick
22 pay law (Labor Code § 245 *et seq.*) by misusing sick pay in place of reporting time pay. For
23 purposes of potential damages calculations, Plaintiff presumed that Labor Code section 558,
24 which sets civil penalties for violations of Labor Code §§ 500-558 "or any provision regulating
25 hours and days of work in any order of the Industrial Welfare Commission," sets the appropriate
26 civil penalty for the overtime, meal period, and rest period violations. Section 558 provides for a
27 \$50 civil penalty for each "initial" violation and \$100 for each "subsequent" violation. For the
28 sick pay violations, Plaintiff presumed that the "default" penalty of \$100/\$200 for "initial"/

1 “subsequent” violations under Labor Code § 2699(f) would apply, since there is no specific civil
2 penalty applicable to the sick pay law.

3 25. State and federal courts have concluded that the “subsequent” violation rates apply
4 only after a court or the LWDA has informed the employer that it has violated the Labor Code.
5 Because neither the Court nor the LWDA has made such a determination in this case, Plaintiff
6 assumed he would be able to recover the “initial” civil penalty for each violation. (*See, e.g.,*
7 *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1207 [finding “initial” violation rate
8 applies until employer is notified that it is violating the Labor Code]; *Bernstein v. Virgin America,*
9 *Inc.* (9th Cir. 2021) 3 F.4th 1127, 1144 [citing *Amaral* and holding employer should not have
10 been subject to “subsequent violation” penalties because it “was not notified by the Labor
11 Commissioner or any court that it was subject to the California Labor Code until the district court
12 partially granted Plaintiffs’ motion for summary judgment”]; *Trang v. Turbine Engine*
13 *Components Technologies Corp.* (C.D. Cal. Dec. 19, 2012) No. CV 1207658 DDP (RZx), 2012
14 WL 6618854, at *5 [“courts have held that employers are not subject to heightened penalties for
15 subsequent violations unless and until a court or commissioner notifies the employer that it is in
16 violation of the Labor Code”].

17 26. Our office’s review of payroll and timekeeping records revealed overtime
18 violations at a rate of about 75.5% of all pay periods, a meal period violation in about 53% of pay
19 periods, and a rest period violation in about 52% of all pay periods. In addition, Plaintiff estimates
20 that the sick pay issue happened approximately 23 times over the PAGA Period, affecting
21 approximately 1,035 pay periods. Thus, assuming the “initial” violation penalty of \$50 per pay
22 period under Labor Code section 558 for the overtime, meal period, and rest period violations,
23 and the \$100 “initial” violation rate for the sick pay violations, Plaintiff calculated potential
24 PAGA exposure as follows: underpaid overtime at \$188,335 (i.e., 4,989 pay periods * .755 * \$50
25 “initial” penalty); meal period violations at \$132,209 (i.e., 4,989 pay periods * .53 * \$50 “initial”
26 penalty); rest period violations at \$129,714 (i.e., 4,989 pay periods * .52 * \$50 “initial” penalty);
27 and sick pay violations at \$103,500 (i.e., 1,035 pay periods * \$100 “initial” penalty) for a total of
28 \$553,758. In the face of Defendants’ numerous defenses on the merits, the Court’s independent

1 discretion to reduce penalties, and Fiberco's financial condition, Plaintiff discounted the potential
2 exposure by 45% for the risk of failing to prevail on the merits, the risk of not being able to prove
3 a violation in each pay period, and the risk of a single penalty being awarded per pay period as
4 opposed to recovering a penalty for every unique cause of action per pay period; and by an
5 additional 55% for the risk of the Court reducing penalties, resulting in a realistic potential
6 exposure of approximately \$137,055. Thus, Plaintiff believes that the negotiated settlement of
7 \$100,000, which equals about 73% of the realistic PAGA exposure, is in the best interests of the
8 LWDA and Aggrieved Employees and within the range of reasonableness.

9 27. Plaintiff's counsel requests one-third of the GSA (i.e., \$33,333.33) in attorneys'
10 fees. Based on my experience in similar wage and hour class and representative PAGA actions in
11 California state courts, fee awards in matters such as this one generally equal about one-third of
12 the gross recovery. In addition, as explained above and in the accompanying Motion, this case
13 presented significant risks. It is fair and reasonable to account for these risks in compensating
14 Plaintiff's counsel, as well as the risks involved in undertaking this litigation and expending
15 considerable effort while working on a pure contingency basis.

16 28. My office conducted extensive research regarding the merits of Plaintiff's claims
17 and Defendants' potential defenses. We also conducted significant informal discovery, analyzed
18 the data and information produced by Defendants in advance of mediation, and drafted a
19 comprehensive mediation brief. We attended a full-day private mediation, reviewed detailed
20 financial documents post-mediation to confirm Fiberco's financial condition, and expended
21 significant effort in negotiating and preparing settlement documents, preparing this Motion and
22 supporting documents, and will oversee the settlement administration process. Given the
23 considerable potential for adverse outcomes in this case, the contingent risk borne by my firm in
24 this case was great.

25 29. In this case, and as represented in the table below, my firm has a lodestar of
26 approximately \$78,229.50 for the hours worked on solely the PAGA claims, resulting in a
27 *negative* multiplier of about 0.35 compared to the \$33,333.33 fee request. Below is a summary
28 showing the hours of work performed by each attorney in my firm on the PAGA claims:

Name	Rate	Hours	Pre-Multiplier Lodestar
Tuvia Korobkin (15th Year Attorney)	\$725	45.9	\$33,277.50
Gary S. Brotman (12th Year Attorney)	\$695	36.5	\$23,567.50
Owen Lin (4th Year Attorney)	\$395	10.9	\$4,305.50
Nancy Goodes (3rd Year Attorney)	\$395	32.2	\$12,719.00
Legal Staff	\$200	12.8	\$2,560.00
Total Lodestar			\$78,229.50

30. My proposed hourly rate of \$725, Mr. Brotman’s proposed hourly rate of \$695, Mr. Lin’s proposed hourly rate of \$395, Ms. Goodes’s proposed hourly rate of \$395, and the legal staff’s hourly rate of \$200 are reasonable in light of our respective skills, litigation experience, reputation, prior fee awards, and fee awards to other attorneys of similar experience in California. Moreover, our requested hourly rates are in line with the *Laffey* Matrix, a true and correct copy of which is attached hereto as **Exhibit D**. The *Laffey* Matrix has been recognized by California courts as “a widely recognized compilation of attorney rates based on various levels of experience” for the Washington, D.C. metro area. (*Theme Promotions, Inc. v. News America Mktg. FSI, Inc.* (N.D. Cal. 2010) 731 F.Supp.2d 937, 948; see also *Reed v. 1-800 Contacts, Inc.* (S.D. Cal. Jan. 2, 2014) No. 12-cv-02359 JM (BGS), 2014 WL 29011 at **8-9 [cross-checking requested hourly rates against the *Laffey* Matrix and finding that “the *Laffey* matrix lends further credibility” to counsel’s requested hourly rates].) See also *Pasternack v. McCullough* (2021) 65 Cal.App.5th 1050, 1057 fn. 5 (“The *Laffey* Matrix is a United States Department of Justice billing matrix that provides billing rates for attorneys at various experience levels in the Washington, D.C., area and can be adjusted to establish comparable billing rates in other areas using data from the United States Bureau of Labor Statistics”). The California Court of Appeal has also endorsed use of the *Laffey* Matrix. *Syers Properties III, Inc. v. Rankin* (2014) 226 Cal.App.4th 691, 700-702 (affirming trial court’s reliance on locally adjusted *Laffey* Matrix rates).

31. In *Trujillo v. Singh*, No. 1:16-cv-01640, 2017 WL 1831941 at **2-3 (E.D. Cal. May 8, 2017), Judge O’Neill of the Eastern District adjusted the *Laffey* Matrix rates by comparing

1 the average hourly wage estimates for attorneys and paralegals in Washington, D.C. as reported
2 by the federal Bureau of Labor Statistics (<https://www.bls.gov/oes/current/oessrcma.htm>) (“BLS
3 Data”) to the average hourly wage estimates for attorneys and paralegals reported for Fresno (the
4 locale in question in *Trujillo*), and adjusted the *Laffey* Matrix rates accordingly. Specifically,
5 Judge O’Neill found that the average hourly wage estimates for attorneys and paralegals in Fresno
6 were 30.11% lower and 23.9% lower, respectively, than the hourly wage estimates in the
7 Washington, D.C. area. Judge O’Neill then took the hourly rates reported in the *Laffey* Matrix
8 and adjusted them downward by 30.11% or 23.9% to find reasonable hourly rates for Fresno.
9 (*Trujillo*, 2017 WL 1831941 at **2-3.)¹

10 32. Here, as of June 25, 2025 (the date this declaration was drafted), the average
11 hourly wage estimates for attorneys and paralegals in Washington, D.C. are \$105.48 and \$41.60,
12 respectively, and the average hourly wage estimates for attorneys and paralegals in the
13 Sacramento-Roseville-Folsom area are \$97.12 and \$36.80, respectively, as reported in the BLS
14 Data. The Sacramento rates are thus 7.9% and 11.5% lower than those in Washington, D.C.
15 Pursuant to the *Laffey* Matrix, and adjusting the *Laffey* Matrix rates pursuant to the methodology
16 in *Trujillo*, a reasonable hourly rate for an attorney with my or Mr. Brotman’s level of experience
17 (11th to 19th year attorney) is \$873, for an attorney with Mr. Lin’s level of experience (4th to 7th
18 year attorney) is \$535, for an attorney with Ms. Goodes’s level of experience (1st to 3rd year
19 attorney) is \$435, and for legal staff is \$228. Each of the rates requested by me and the other
20 members of my firm is below these Sacramento-adjusted *Laffey* Matrix rates.

21 33. Since undertaking representation of Plaintiff, my office has dedicated substantial
22 resources to this litigation, including expending thousands of dollars in costs. My firm has
23 expended approximately \$2,401.41 in litigation costs, including the anticipated \$60 fee for filing
24 this Motion, in connection with the PAGA claims. Attached hereto as **Exhibit E** is a table
25 summarizing those costs, which included filing fees, service fees, mediation fee, and other
26

27 ¹ The Westlaw version of Judge O’Neill’s order does not contain the relevant tables where Judge O’Neill
28 compares the hourly rates. Therefore, and for ease of reference, I downloaded the Order from CM/ECF
and attached it to this Declaration as **Exhibit F**. The tables appear on page 5 of the Order.

1 expenses that were all reasonably incurred in the prosecution of this litigation on behalf of
2 Plaintiff and the Aggrieved Employees. Notably, because this case included claims other than the
3 PAGA claims, my firm allocated only a fraction of most expenses to the PAGA claims.

4 34. Plaintiff also requests that \$2,500 be apportioned from the Gross Settlement
5 Amount to Phoenix Settlement Administrators (“Phoenix”) for the cost of administering the
6 Settlement, which, based on my experience litigating similar cases, I believe is reasonable.
7 Phoenix was selected because it is an experienced settlement administrator, and because it
8 returned a competitive bid with a “not to exceed” total cost of \$2,500, as evidenced by the bid
9 attached to the Declaration of Jodey Lawrence filed herewith.

10 35. After deducting amounts from the GSA for requested attorneys’ fees (\$33,333.33),
11 litigation costs (\$2,401.41), and administration costs (\$2,500.00), the Settlement provides for
12 distribution of a Net Settlement Amount (“NSA”) of approximately \$61,765.26 to be paid to
13 Aggrieved Employees and the California Labor and Workforce Development Agency
14 (“LWDA”). The NSA shall be distributed 75% (\$46,323.95) to the LWDA, and 25%
15 (\$15,441.31) to Aggrieved Employees, on a *pro rata* basis based on their respective number of
16 pay periods worked for Defendants during the PAGA Period, pursuant to the requirements of the
17 PAGA as codified in Labor Code § 2699(i). Based on data provided by Defendants there are
18 approximately 80 Aggrieved Employees, resulting in average payments of approximately
19 \$193.02 to the Aggrieved Employees.

20 I declare under penalty of perjury under the laws of the State of California that the foregoing
21 is true and correct. Executed on June 26, 2025 at Beverly Hills, California.

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EXHIBIT A



MARQUEE LAW GROUP
A PROFESSIONAL CORPORATION

9100 Wilshire Boulevard
Suite 445 East Tower
Beverly Hills, CA 90212
T: (310) 275-1844
F: (310) 275-1801

May 4, 2023

Via Online Filing

California Labor & Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Via U.S. Certified Mail

Fiberco General Engineering Contractors, Inc.
c/o Leighton M. Anderson
13215 Penn Street, Ste. 510
Whittier, CA 90602

Fiberco General Engineering Contractors, Inc.
c/o David Zuniga
211 N. Granite Street, Ste. E
Corona, CA 91719

Barrett Business Services, Inc.
c/o Morgan Cannon
8100 Ne Parkway Drive, Suite 200
Vancouver, WA 98662

Barrett Business Services, Inc.
c/o CSC – Lawyers Inc. Service
2710 Gateway Oaks Drive
Sacramento, CA 95833

Re: PAGA Claim Notice Concerning *Adrian Angel v. Fiberco General Engineering Contractors, Inc.; Barrett Business Services, Inc., et al.*

To LWDA PAGA Administrator and Respondents:

This office represents Adrian Angel (“Complainant”) in connection with his claims under the California Labor Code. Complainant was an employee of Fiberco General Engineering Contractors, Inc. (“Fiberco”), which is owned and operated by David Zuniga, and Barrett Business Services, Inc. (“BBSI”). BBSI, Fiberco, and David Zuniga are collectively hereinafter referred to as the “Employer”.

Fiberco and BBSI, including, but not limited to, their respective managing agents, may be contacted directly at the above addresses. Complainant intends to seek civil penalties, attorney’s

fees, unpaid wages, costs, and other available relief for violations of the California Labor Code, which are recoverable under § 2698 et seq., the Labor Code Private Attorneys General Act of 2004 (“PAGA”). This letter is sent in compliance with the reporting requirements of California Labor Code §§ 2699.3 and 2699.5. This letter further reserves any and all rights by Complainant to amend this notice to include, amend, or add further charges upon the discovery of new violations of any of the provisions of the California Labor Code. In addition, to the extent that entities and/or other individuals are named and charged with violations of the Labor Code – making them liable on an individual basis as permitted by numerous Labor Code sections, including, but not limited to, Labor Code §§ 558, 558.1, and 1197.1 – Complainant reserves any and all rights to add, substitute, or change the name of employer entities and/or individuals responsible for the violations at issue. Any further amendments and changes to this notice shall relate back to the date of this notice.

Consequently, Employer is on notice that Complainant continues his investigation, with the full intent to amend and/or change this notice, to add any undiscovered violations of any of the provisions of the California Labor Code – to the extent they are applicable to this case – and to change and/or add the identities of any entities and/or individuals responsible for the violations contained herein. If Employer intends to cure the alleged violations within the statutory time period set forth in §§ 2699 and 2699.3, to the extent they are curable, Employer shall provide notice including a description of actions taken to cure. If the alleged violation is not cured within the statutory time period, to the extent it can be cured, employee will commence a civil action pursuant to § 2699 et seq.

Based on the following summary of the facts and theories upon which Complainant will base his claims, Complainant requests that the LWDA regard this Notice as written notice of his intent to seek civil penalties against Employer. The specific provisions of the California Labor Code that Employer has violated requiring this notice include, but are not limited to, California Labor Code §§ 201, 203, 204, 210, 226, 226.3, 226.7, 245 et seq., 256, 510, 512, 558, 558.1, 1174, 1194, 1197, 1198, 1199, California Code of Regulations § 3364, and all applicable wage orders. These violations subject Employer to civil penalties as set forth in (1) the foregoing statutes; (2) labor code §§ 210, 226.3, 226, 558, 1174.5, 1197.1, 2699; and (3) Wage Order 16-2001, § 18, and any other applicable wage orders.

The Named Entities/Persons Are Joint Employers of Complainant and Aggrieved Employees

California courts have recognized that the definition of “employer” for purposes of enforcement of the California Labor Code goes beyond the concept of traditional employment to reach irregular working arrangements for the purpose of preventing evasion and subterfuge of California’s labor laws. (*Martinez v. Combs*, (2010) 49 Cal.4th 35, 65). As such, anyone who directly or indirectly, or through an agent or any other person, engages, suffers, or permits any person to work or exercises control over the wages, hours, or working conditions of any person, may be liable for violations of the California Labor Code as to that person.

Complainant believes and hereon asserts that corporate defendants Fiberco and BBSI, as well as CEO and owner of Fiberco David Zuniga must be classified as joint employers of Complainant for purposes of liability for civil penalties under PAGA, as the aforementioned entities/persons engaged, suffered, and permitted Complainant to perform services from which they benefitted, and furthermore that the aforementioned entities had the right to exercise control over the wages, hours and/or working conditions of Complainant at all relevant times herein, so as to be considered the joint employers of Complainant. By reason of their status as joint employers of Complainant, they are each liable for civil penalties for violation of the California Labor Code as to Complainant and other aggrieved employees.

Specifically, Complainant alleges on information and belief that Employer supervised, created, and/or ratified all policies related to the payment of wages, overtime wages, meal/rest period requirements, sick pay, and/or reporting time pay that governed the employment of Complainant and other aggrieved employees, in addition to all of the corporate policies of which led to the violations listed throughout this notice. On information and belief, Complainant alleges that Employer willfully and knowingly failed to account for daily overtime worked, failed to timely pay earned wages, failed to report all hours worked, and failed to provide adequate reporting time pay when Complainant and aggrieved employees were sent home early. On further information and belief, Complainant alleges that Employer failed to record and/or maintain timekeeping records of hours worked, and further failed to instruct Complainant and aggrieved employees to maintain accurate time records, thereby being put on notice that Employer was failing to properly compensate aggrieved employees at the appropriate overtime rates.

Complainant further alleges that upon his filing of a complaint with the Occupational Safety and Health Administration (“OSHA”) regarding safety violations and Employer’s failure to provide bathrooms and bathroom breaks, Employer retaliated against Complainant via reducing his hours and eventually terminating his employment.

In addition, Employer falsely instructed Complainant and aggrieved employees with regard to their rights to overtime compensation, instructing them to record ten (10) hours per day as regular pay, thereby inaccurately recording their hours. Employer then compensated Complainant and Aggrieved Employees at their regular rate of pay for each ten (10) hour workday. Hence, Employer knowingly and willingly failed to accurately report all hours and wages earned at the proper rate of pay for Complainant and the aggrieved employees. In addition, Complainant alleges on information and belief that Employer personally ratified the use of non-compliant wage statements as they did not list basic items such as the proper applicable hourly rates or hours worked at those applicable hourly rates, such as the actual overtime hours worked.

In addition, Complainant and similarly aggrieved employees were denied an uninterrupted 30-minute meal break for each shift of six (6) hours or more, beginning before the start of the fifth hour of work, and were not provided with a ten (10) minute rest break per every four (4) hours of work. Complainant and aggrieved employees did not sign an on-duty meal period waiver nor did they agree to waive their meal periods. Moreover, there were a number of instances wherein Complainant and aggrieved employees were sent home prior to the end of their

scheduled shift and did not receive reporting time pay. Instead, Employer would use one of Complainant's accrued paid sick days to compensate him when he was sent home early.

In sum, Complainant alleges on information and belief that Fiberco, Zuniga, and BBSI caused the aforementioned violations of California Labor Code §§ 201, 203, 204, 210, 226, 226.3, 226.7, 245 et seq., 256, 510, 512, 558, 558.1, 1174, 1194, 1197, 1198, 1199, California Code of Regulations § 3364, and the applicable provisions of Wage Order 16-2001. For all of these violations against Complainant and all similarly aggrieved employees, Complainant seeks PAGA civil penalties against Fiberco, David Zuniga, BBSI, and other unknown individuals and entities, as provided by Labor Code §§ 226.6, 558, 558.1, and 1197.1 and others as set forth herein.

Employer; Summary of Labor Code Violations

Fiberco is a general engineering contractor that specializes in paving services, resurfacing, and maintenance in and throughout the state of California. Fiberco has partnered with BBSI who serves as its professional employer organization ("PEO"), providing full-service business consulting services such as human resources, payroll administration, and workers' compensation to Fiberco and its employees. While Fiberco and BBSI may be successful companies, they blatantly ignore and do not comply with California labor laws. Among other things, Employer participated in a routine and systematic failure to maintain accurate and complete time records for employees; failed to pay employees for all hours worked; failed to provide overtime compensation to non-exempt employees; failed to provide meal and rest periods, or premium compensation in lieu thereof, to non-exempt employees; failed to provide reporting time pay; violated paid sick leave laws; failed to provide accurate wage statements to employees; and failed to pay employees all earned and unpaid wages upon their separation from employment. Further descriptions of the above-mentioned violations and others are explained below.

Complainant and the Aggrieved Employees

Complainant commenced work for Employer in or about July 2022 as a Traffic Control Lead, providing the very services that Fiberco offers to its clients. Complainant was onboarded by both Fiberco and BBSI. Complainant was required to report to various worksites on the date(s) and time(s) as instructed by Fiberco. Complainant's day-to-day tasks included, but were not limited to, coordinating with various foreman and subcontractors to secure the worksite, ensure safety, coordinate traffic sections to be closed off in and around the worksite and how traffic would be routed, drilling and other manual labor as required for each specific job. Complainant performed these duties on an hourly basis throughout his employment. However, Complainant was required to work ten (10) to twelve (12) hour days for a majority of his employment but did not receive overtime pay for any work under forty (40) hours per week, regardless of the fact that he worked in excess of eight (8) hours per day. Complainant was further deprived of a thirty (30) minute off-duty meal period, and never received a second meal period when working in excess of ten (10) hours. Complainant did not waive his meal periods at any time. Complainant was further deprived of a rest period every four (4) hours.

Complainant was also sent home on a number of occasions due to a lack of work on any particular day. Despite being sent home at the beginning of his shift, Employer further failed to provide reporting time pay. Instead, Employer unilaterally chose to apply Complainant's accrued sick leave instead of reporting time pay. At all relevant times, Complainant's sick pay, payroll, and wages was managed by both Fiberco and BBSI, and Complainant is informed and believes that Fiberco and BBSI created and enforced policies governing overtime pay, meal periods, rest periods, and sick pay, etc.

At all relevant times, Complainant was an aggrieved employee as defined in Labor Code § 2699(c) ("any person who was employed by the alleged violator and against whom one or more of the violations was committed"). He seeks recovery for the Labor Code violations set forth herein on behalf of himself and other current and former employees, including but not limited to: non-exempt employees, misclassified employees, and other aggrieved employees who were employed by Employer in the State of California within one year of the filing of this Notice and who were subject to the same or similar Labor Code and IWC Wage Order violations as Complainant. Complainant believes and hereon alleges that throughout the applicable period, Employer employed, in total, seventy-five (75) to one hundred and twenty-five (125) similarly situated non-exempt employees in California.

Labor Code Violations

Recordkeeping Requirement Violations: California Labor Code § 1174 requires employers to keep "accurate and complete" payroll records showing, among other things, the hours worked daily by all non-exempt employees. Section 6 of IWC Wage Order 16-2001 similarly requires employers to keep time records showing when the employees begin and end each work period, split shift intervals, and reflecting the time during which a meal and/or rest period was provided each day.

At all relevant times, Employer has failed, and continues to fail to keep the required time records. Employer did not provide and/or record all of Complainant and aggrieved employees' actual daily and weekly earned wages, including, but not limited to, overtime hours and wages, and meal and rest period premiums due and owing. In addition, Employer failed to keep accurate daily records of Complainant and other aggrieved employees' earnings for the bi-weekly pay period.

Employer's failure to keep "accurate and complete" payroll records for Complainant and other aggrieved employees violates Labor Code §§ 1174, 1198, 1199, and Wage Order 16-2001, §6. These violations subject Employer to civil penalties under Labor Code §§ 1174.5, 1199, and 2699. Each violation of each Labor Code section and Wage Order provision, for each aggrieved employee, results in a separate civil penalty.¹

Rest Period Violations: California law requires employers to provide non-exempt employees with a paid, duty-free ten (10) minute rest period for each four (4) hours worked, or a major

¹ See Lab. Code §2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period").

fraction thereof. (IWC Wage Order 16-2001, §11A). Employers must pay employees an additional hour of wages at the employee's regular rate of pay for each missed or improper rest period (e.g., less than 10 minutes, interrupted rest period(s), rest period(s) at improper time(s) during shifts). (Lab. Code § 226.7; IWC Wage Order 16-2001, §11D) ("If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided").

Employer did not maintain a company rest period policy and/or practice compliant with California law, and Employer frequently did not provide Complainant and other aggrieved employees with appropriate rest periods and compensate them for such periods. Employer did not completely relieve Complainant and aggrieved employees of all duties during said rest periods at all relevant times. Employer did not pay Complainant and aggrieved employees one additional hour of pay at their regular rate of compensation for each workday that one or more statutory rest periods were not provided.

The aforementioned conduct resulted in violations of Labor Code §§ 226.7, 558, 558.1, 1198-1199, and IWC Wage Order 16-2001, §11(A). These violations subject Employer to civil penalties under Labor Code §§ 226.7, 1199 and 2699. Each violation of each Labor Code section and Wage Order provision results in a *separate* civil penalty, for each aggrieved employee for each pay period during which the referenced statutes and Wage Order provisions were violated.

Meal Period Violations: California law requires employers to provide non-exempt employees with a meal period of not less than thirty (30) minutes during which the employees must be relieved of all duties. Employers are further required to provide a second meal period of not less than thirty (30) minutes to employees for a work period of more than ten (10) hours per day, except that if the total hours worked is no more than twelve (12) hours in a day, the second meal period may be waived by mutual consent of the employer and the employee only if the first period is not waived. (Labor Code §§ 226.7, 512 and IWC Wage Order 16-2001, §10A, B). Employers must pay an additional hour of wages at the employee's regular rate of pay for each missed or improper meal period (e.g., less than 30 minutes, interrupted meal period(s), on-call meal period(s), meal period(s) at improper time(s) during shift(s)). (Labor Code §§ 226.7, IWC Wage Order 16-2001, §10F).

Employer did not maintain a company meal period policy and/or practice compliant with California law, and Employer frequently did not provide Complainant and other aggrieved employees with appropriate meal periods and compensate them for such periods. Employer did not completely relieve Complainant and aggrieved employees of all duties during said meal periods at all relevant times. Employer did not pay Complainant and aggrieved employees one additional hour of pay at their regular rate of compensation for each workday that one or more statutory meal periods were not provided.

The aforementioned conduct results in violations of Labor Code §§ 226.7, 512, 558, 558.1, 1198-1199, and IWC Wage Order 16-2001, §10. These violations subject Employer to civil penalties under Labor Code §§ 226.7, 1199 and 2699. Each violation of each Labor Code

section and Wage Order provision results in a *separate* civil penalty, for each aggrieved employee for each pay period during which the referenced statutes and Wage Order provisions were violated.

Overtime Violations: California law requires employers to pay overtime to non-exempt employees equal to one and one-half times the regular hourly rate of pay for each hour worked beyond eight (8) hours per workday and each hour worked beyond forty (40) hours per work week. (Lab. Code § 510; IWC Wage Order 16-2001, §3). Employers must pay overtime equal to double the regular hourly rate of pay for each hour worked beyond twelve (12) hours per workday and for all hours worked in excess of eight (8) hours on the seventh consecutive day of work in a work week. (*Ibid*). Notwithstanding an agreement to work for a lesser wage, any employee receiving less than the legal overtime compensation is entitled to recover the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit. (Labor Code § 1194(a)).

Employer violated California Labor Code § 510 because it failed to pay Complainant and other aggrieved employees any overtime, even though they worked more than eight (8) hours per day during their employment. Complainant and other aggrieved employees would regularly work in excess of eight (8) hours per day, often working ten (10) to twelve (12) hour days. Complainant and aggrieved employees were often required by Employer to work on-site during set hours and would not be allowed to leave the jobsite until the work was completed, regardless of the hours worked. Throughout Complainant's employment, Employer failed to pay overtime despite him working in excess of eight (8) daily hours without any proper exemption. Regardless of the hours worked, Employer failed and refused to pay any overtime in excess of eight (8) hours per day to Complainant and aggrieved employees throughout the entirety of their employment. No valid reason exists for not paying Complainant and aggrieved employees any overtime.

This conduct results in violations of Labor Code §§ 510, 558, 558.1, 1194, 1198-1199, and IWC Wage Order 16-2001, §3(A). These violations subject employer to civil penalties under Labor Code §§ 558 and 2699, and Wage Order 16-2001, §18. Each violation of each Labor Code section and Wage Order provision results in a separate civil penalty, for each aggrieved employee, for each pay period during which the referenced statutes and Wage Order provisions were violated.²

Wage Statement Violations: California law requires every employer semi-monthly or at the time of each payment of wages to furnish each of his, her, or its employees with an accurate itemized wage statement in writing that contains the following: (1) gross wages earned; (2) total hours

² See Lab. Code § 2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period"); Lab. Code § 558 (establishing that the civil penalty is "for each underpaid employee for each pay period for which the employee was underpaid"); IWC Wage Order 16-2001, §18 (establishing that "Any employer or any other person acting on behalf of the employer who violates, or causes to be violated, the provisions of this order, shall be subject to the civil penalties... In addition, violation of any provision of this order shall be subject to a civil penalty... for each underpaid employee for each pay period during which the employee was underpaid...").

worked by the employee; (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions; (5) net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. (Lab. Code § 226).

As a result of Employer's violations of various Labor Code and Wage Order provisions, as discussed herein, Employer failed to provide accurate wage statements with respect to multiple categories set forth in Labor Code § 226, and therefore Employer violated §§ 226(a), 226.3, 558, 558.1, and 1199. Amongst other violations as it relates to Complainant and other aggrieved employees, Employer failed to accurately itemize net wages earned, gross wages earned, failed to list all applicable hourly rates and hours worked at those respective rates, and earnings and time worked at their respective hourly rates. These violations subject Employer to civil penalties under Labor Code §§ 226(e), 226.3, 1199, and 2699. Each violation results in a *separate* civil penalty, for each aggrieved employee, for each pay period during which the statute provisions were violated.³

Final Pay Violations: Labor Code § 201 makes it unlawful for an employer to fail to pay its employees all earned wages due and payable immediately upon the employee's termination. (Labor Code § 201(a)). Employer has not paid Complainant and aggrieved employees all wages earned and unpaid at the time of termination, in that Employer has not paid for: (1) time during which meal and rest periods were not provided/valid, for all hours worked, and unpaid overtime wages. These violations subject Employer to civil penalties under Labor Code §§ 203, 256, 558, 558.1, and 2699. Each violation results in a *separate* civil penalty, for each aggrieved employee for each pay period during which the statute provisions were violated.

Reporting Time Violations: Each workday that an employee is required to report to the work site and does report, but is not put to work or is furnished with less than half of his/her usual schedule, the employer is required to pay the employee half the usual or scheduled day's work, but in no event less than two (2) hours or more than four (4) hours at the employee's regular rate of pay. (IWC Wage Order 16-2001, §5(B).) On multiple occasions, Employer required Complainant and aggrieved employees to come to the work site only be sent home and furnished with less than half of his/her usual schedule, or in some cases no hours at all. On each of these occasions, Employer failed to pay Complainant and aggrieved employees half the usual pay for a scheduled days' work, instead utilizing Complainant and aggrieved employees' paid sick leave. These violations subject Employer to civil penalties under Labor Code §§ 1197.1 and 2699.

Standard Conditions of Labor Violations: Together, Labor Code §§ 1198 and 1199 make unlawful the employment of any employee under conditions of labor prohibited by the Wage Orders, and any violation, refusal, or neglect to comply with any provision within Part 4, Chapter 1 of the Labor Code, including §§ 1174, 1197, and 1198, or order or ruling of the commission.

³ See Lab. Code § 226.3 (establishing that the civil penalty is "per employee per violation").

Therefore, Employer's violations with respect to meal periods, rest periods, overtime wages, wage statements, and failure to keep accurate time records result in separate violations of §§ 1198 and 1199, which subject Employer to civil penalties under Labor Code §§ 1197.1 and 2699.

Non-Timely Payment of Wages Violations: Labor Code § 204 provides, in pertinent part:

"All wages, other than those mentioned in Section 201, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. ... Notwithstanding any other provision of this section, all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period."

Employer violated Labor Code § 204 because it failed to timely pay all earned wages to Complainant and aggrieved employees and failed to establish regular paydays per code. The wages earned and unpaid include, but are not limited to, payment of premium pay for missed meal and rest periods, payment for all hours worked, and overtime wages. As a result of Employer's violation, Employer is liable for civil penalties as follows: \$100 for any initial violation and failure to pay each employee, \$200 for each subsequent violation and failure to pay each employee, plus twenty-five percent (25%) of the amount unlawfully withheld. (Labor Code § 210).

Paid Sick Leave Violation: Labor Code § 245 et seq. requires an employer to provide paid sick leave to employees who, on or after July 1, 2015, work in California for the same employer for 30 or more days within a year from the commencement of employment. (Labor Code § 246(a)(1)). Labor Code § 233 further prohibits an employer from denying, discharging, disciplining, or discriminating against an employee for trying to use sick leave. Employer violated the aforementioned Labor Code sections because it unilaterally applied Complainant's accrued sick leave on days when Employer chose to send Complainant home early from his work shift, without Complainant's request or permission. Thus, when Complainant sought to utilize his paid sick leave he was informed that he had no accrued paid sick leave available to him. As a result, Employer failed and refused to provide paid sick leave to Complainant and aggrieved employees throughout the entirety of their employment. This constitutes a violation of Labor Code §§ 233 and 245 et seq. (Labor Code §§ 245 – 248.5).

Cal-OSHA Violation: Employer has violated Cal-OSHA employment standards by failing to provide adequate separate toilet facilities at the worksite in violation of California Code of Regulations § 3364. Complainant and aggrieved employees were not provided with restrooms at all worksites. Complainant complained to Employer and filed a complaint with Cal-OSHA. Upon learning of his complaint to Cal-OSHA, Employer retaliated against Complainant by reducing his work hours and via the termination of his employment. This violation subjects Employer to civil penalties under Labor Code § 2699.

Conclusion: Employer has violated the above-referenced California Labor Code provisions, as well as other laws, and is liable for all applicable premium wages, all applicable declaratory/injunctive relief, statutory and civil penalties, interest, attorneys' fees, and costs. The civil penalties Complainant and other aggrieved employees seek to recover include, but are not limited to, the statutory and civil penalties specified above.

Labor Code § 2699.3 requires that a claimant send a certified letter to the employer in question and file online with the Labor Workforce Development Agency setting forth the claims and the basis for the claims, thereby giving the Labor Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by Labor Code §§ 2699, 2699.5, and 2699.3(a)-(c) prior to seeking penalties and premium wages allowed by law for the aforementioned statutory violations in a civil action. We look forward to determining whether the Labor Workforce Development Agency intends to take any action in reference to these claims. We kindly ask that you respond to this notice according to the time frame contemplated by the code.

If the Labor Workforce Development Agency elects not to take any action with respect to any of the foregoing claims, Complainant will seek these penalties in a civil action, on behalf of himself and all other similarly situated California-based non-exempt aggrieved employees within the statutory time period, as allowed by law.

Please advise if your office intends to investigate any of the factual and legal allegations and provide notice within sixty days of this notice to our office and to that of other charged parties. Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Marquee Law Group, A.P.C.
c/o Gary S. Brotman
9100 Wilshire Blvd.
Ste. 445 East Tower
Beverly Hills, CA 90212
T: (310) 275-1844 | F: (310) 275-1801
E: gary@marqueelaw.com

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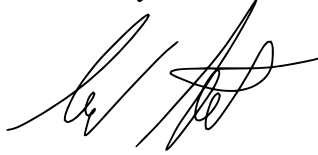
Adrian Angel v. Fiberco General Engineering Contractors, Inc., et al.

May 4, 2023

Page 11 of 11

We thank you in advance for your attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to be 'G. Brotman', written in a cursive style.

Gary Brotman
MARQUEE LAW GROUP, APC
Gary@marqueelaw.com

EXHIBIT B



Tuvia Korobkin <tuvia@marqueelaw.com>

Fwd: Thank you for submission of your PAGA Case.

1 message

Gary Brotman <Gary@marqueelaw.com>
To: Tuvia Korobkin <tuvia@marqueelaw.com>

Wed, Jun 25, 2025 at 5:32 PM

Gary Brotman | MARQUEE LAW GROUP, A.P.C.

Attorney

9100 Wilshire Blvd., Suite 445 East Tower

Beverly Hills, CA 90212

gary@marqueelaw.com

T: (310) 275-1844 | F: (310) 275-1801

Privileged and Confidential information may be contained in this message. If you are not the addressee indicated in this message (or Responsible for delivery of the message to such person), you may not copy or deliver this message to anyone. In such case, you should destroy this message and kindly notify the sender by reply email. Please advise immediately if you or your employer does not consent to Internet email for messages of this kind. Opinions, conclusions and other information in this message that do not relate to the official business of my firm shall be understood as neither given nor endorsed by it. **IRS Circular 230 Disclosure:** To ensure compliance with Treasury Department Regulations, we advise you that, unless otherwise expressly indicated, any federal tax advice contained in this communication was not intended or written to be used, and cannot be used, for the purpose of (i) avoiding tax-related penalties under the Internal Revenue Code or applicable state or local tax law provisions or (ii) promoting, marketing or recommending to another party any tax-related matter addressed herein.

----- Forwarded message -----

From: **LWDA DO NOT REPLY** <lwdadonotreply@dir.ca.gov>

Date: Thu, May 4, 2023 at 10:02 AM

Subject: Thank you for submission of your PAGA Case.

To: gary@marqueelaw.com <gary@marqueelaw.com>

5/4/2023

LWDA Case No. LWDA-CM-952707-23

Law Firm : Marquee Law Group, APC

Plaintiff Name : Adrian

Employer: Fiberco General Engineering Contractors, Inc.

Filing Fee : \$75.00

IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT C

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.

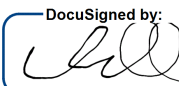
15. **No Waiver.** No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right, or remedy.

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

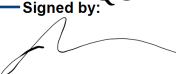
By: 
Fiberco General Engineering Contractors, Inc.

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 _____ - _____ - _____

EXHIBIT D

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
[Contact us](#)
[Home](#)

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389

6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $i_{\frac{1}{2}}$ Years Out of Law School $i_{\frac{1}{2}}$ is calculated from June 1 of each year, when most law students graduate. $i_{\frac{1}{2}}1-3$ " includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $i_{\frac{1}{2}}4-7$ " applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $i_{\frac{1}{2}}1-3$ " from June 1, 1996 until May 31, 1999, would move into tier $i_{\frac{1}{2}}4-7$ " on June 1, 1999, and tier $i_{\frac{1}{2}}8-10$ " on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT E

MARQUEE LAW GROUP A.P.C.

Expense Summary (PAGA)

Adrian Angel v Fiberco General Engineering Contractors, et al.

EXPENSE	AMOUNT
Mediation Cost	\$1,987.50
Filing and Service Fees	\$413.91
TOTAL:	\$2,401.41

EXHIBIT F

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA**

JOSE TRUJILLO,

Plaintiff,

v.

BALVIR SINGH dba SUPER 7, et al.,

Defendants.

1:16-cv-01640-LJO-EPG

**MEMORANDUM DECISION AND
ORDER ADOPTING IN PART AND
MODIFYING IN PART FINDINGS AND
RECOMMENDATIONS (Doc. 13)**

On October 31, 2016, Plaintiff Jose Trujillo filed a complaint pursuant to Title III of the Americans with Disabilities Act (“ADA”), 42 U.S.C. §§ 12101-12213; the California Unruh Act, California Civil Code § 51 *et seq.*; and California Health & Safety Code §§ 19955, 19959. Doc. 1. The complaint seeks an award of statutory damages, prejudgment interest on the damages, costs of suit, attorney's fees, and injunctive relief. *Id.* Plaintiff alleges that he requires the use of a wheelchair or cane for mobility, Doc. 1, ¶ 8, and the property that is the subject of this suit, Super 7, located at 41304 Road 128 in Oroshi, California (the “Property”), presents numerous architectural barriers that interfered with his ability to use and enjoy the goods, services, privileges, and accommodations offered at the facility. Doc. 1, ¶ 10.

Defendants Balvir Singh and Darshan Singh were served with the Complaint on November 19, 2016, Docs. 4 & 5, and defaults were entered against them on January 9, 2017. Doc. 7. Plaintiff then filed a motion for default judgment (the “Motion”) against Defendants on February 2, 2017. Doc. 9. In the Motion, Plaintiff requested injunctive relief, \$4,000 in statutory damages, \$3,690 in legal fees, and

1 \$1,488 in costs. Doc. 9-1 at 6-9. No opposition to the Motion was filed.

2 On March 15, 2017, the assigned magistrate judge issued findings and recommendations (the
3 “F&Rs”), in which she recommended that the Court grant the Motion in part and reduce the requested
4 legal fees and costs to \$2,000 and \$1,488, respectively. Doc. 13 at 8-13. The magistrate judge
5 specifically recommended that the Court: (1) enter judgment in favor of Plaintiff and against Defendant;
6 (2) award Plaintiff statutory damages in the amount of \$4,000; (3) award Plaintiff attorney’s fees in the
7 amount of \$1,475 for Plaintiff’s counsel, Tanya Moore (5.9 hours instead of 9.9 hours at \$250 instead of
8 the requested \$300 per hour), paralegal fees in the amount of \$270 for a senior paralegal in Ms. Moore’s
9 office, Whitney Law (3.6 hours instead of the requested 5.8 hours at \$75 instead of the requested \$115
10 per hour), and \$255 for another paralegal, David Guthrie (3.4 hours at \$75 instead of the requested \$95
11 per hour); as well as (4) costs of suit in the amount of \$1,488. *Id.*

12 The F&Rs were served upon Defendant and contained notice that any objections were to be filed
13 within fourteen (14) days after service. *See id.* at 13. More than 14 days have passed and Defendant has
14 not filed an objection to the F&Rs. Plaintiff did file objections to the hourly rates the F&Rs used to
15 calculate the attorney’s fee award. Doc. 15.

16 In accordance with the provisions of 28 U.S.C. § 636(b)(1)(c), this Court has conducted a *de*
17 *novo* review of this case. Having carefully reviewed the entire file, the Court finds the findings and
18 recommendations to be supported by the record and proper analysis in all but one respect: the hourly
19 rate used to calculate the attorney’s fee award.

20 There has been some inconsistency within this district regarding an appropriate hourly rate to use
21 for Ms. Moore’s not infrequent attorney’s fees requests. Some decisions, including more than one
22 adopted by the undersigned, have used \$300 as Ms. Moore’s hourly rate and \$115 as the rate for the
23 upper-level paralegal in her office. *See, e.g., Moore v. Millenium Acquisitions, LLC*, No. 1:14-cv-01402
24 DAD-SAB, 2017 WL 1079753, at *3 (E.D. Cal. Mar. 21, 2017); *Moore v. Watkins*, No. 1:15-cv-00115
25 JAM-GSA, 2015 WL 5923404, at *5 (E.D. Cal. Oct. 9, 2015), *findings and recommendation adopted*,

1 1:15-cv-00115, Doc. 32 (Feb. 18, 2016); *Kalani v. Nat'l Seating and Mobility, Inc.*, No. 2:13-cv-00061
 2 JAM-CKD, 2014 WL 3956669, at *2-3 (E.D. Cal. Aug. 13, 2014); *Gutierrez v. Vantia Props., LLC*, No.
 3 1:13-cv-00642 LJO-SKO, 2014 WL 2106570, at *8 (E.D. Cal. May 20, 2014), *findings and*
 4 *recommendation adopted*, 1:13-cv-00642, Doc. 43 (June 16, 2014); *Moore v. E-Z-N-Quick*, No. 1:13-cv-
 5 01522 LJO-SAB, 2014 WL 1665034, at *6 (E.D. Cal. Apr. 24, 2014), *findings and recommendation*
 6 *adopted*, 1:13-cv-01522, Doc. 19 (May 30, 2014); *Moore v. Ruiz*, No. 1:11-cv-2159 LJO-GSA, 2012 WL
 7 3778874, at *6 (E.D. Cal. Aug. 31, 2012), *findings and recommendation adopted*, 1:11-cv-2159, Doc. 18
 8 (Sept. 19, 2012). Other decisions, including at least one adopted by the undersigned, have used \$250 as Ms.
 9 Moore's hourly rate and \$75 for all paralegal hours. *Kalani v. Statewide Petroleum, Inc.*, No. 2:13-cv-02287
 10 KJM-AC, 2014 WL 4230920, at *6 (E.D. Cal. Aug. 25, 2014); *Trujillo v. Ali*, No. 1:16-cv-00694 LJO-SKO,
 11 2016 WL 6902313, at *7 (E.D. Cal. Nov. 23, 2016)(same), *findings and recommendation adopted*, 1:16-
 12 cv-694, Doc. 23 (Jan 26, 2017); *Moore v. Chase, Inc.*, No. 1:14-CV-01178 SKO, 2016 WL 3648949, at *3
 13 (E.D. Cal. July 7, 2016)(same).

14 An attorney's hourly rate is calculated according to the prevailing market rates in the relevant
 15 community and should comport with the rates prevailing in the community for similar services by
 16 lawyers of reasonably comparable skill, experience, and reputation. *Shirrod v. Office of Workers'*
 17 *Compensation Programs*, 809 F.3d 1082, 1086 (9th Cir. 2015). The relevant community is the forum
 18 where the district court sits. *Id.* Absent from any of the cases cited above, or by Plaintiffs, or in F&Rs, or
 19 from any authority on which those cases rely, is any objective evidence pertaining to the prevailing
 20 market rates in this community.

21 Because of the conflicting hourly rate determinations among similar ADA cases in this division,
 22 The Court ordered Plaintiff to supplement the record:

23 Plaintiff cannot satisfy his burden to establish the prevailing market rate in
 24 the Fresno division with citation to case authority alone. . . . While rate
 25 determinations in other cases, particularly those setting a rate for the
 plaintiff's attorney may be considered satisfactory evidence of the
 prevailing market rate, these cases are not binding upon the Court nor do
 they sufficiently satisfy the evidentiary burden of the fee applicant due to

1 the discrepancy in hourly rate awards. There must be objective support in
2 the record before this Court – i.e., some type of local rate report and/or
3 affidavits of local counsel – that either establish \$300.00 is the prevailing
4 hourly market rate in Fresno for attorneys of similar experience and skill
5 or that \$300.00 is an out-of-district hourly rate that should be awarded
6 because local counsel could not be retained or the special expertise of
7 outside-the-district counsel was necessary. *See Barjon v. Dalton*, 132 F.3d
8 496, 500 (9th Cir. 1997).

9 Doc. 17 at 3-4.

10 Plaintiff filed supplemental evidence on April 19, 2017. Doc. 18. Among other things, Plaintiff
11 presented the widely recognized compilation of attorney and paralegal rate data provided in the Laffey
12 Matrix, which is regularly prepared and updated by the Civil Division of the United States Attorney's
13 Office for the District of Columbia and used in fee shifting cases, among others. *See*
14 <https://www.justice.gov/usao-dc/file/889176/download> (last visited May 5, 2017). The Matrix, which
15 only surveys prevailing rates in the Washington, D.C./Baltimore, MD legal community does not directly
16 correlate to hourly rates for attorneys and paralegals in other parts of the country. *See Fitzgerald v. Law*
17 *Office of Curtis O. Barnes*, No. 1:12-CV-00071-LJO-GSA, 2013 WL 1627740, at *3 (E.D. Cal. Apr. 15,
18 2013), *findings and recommendation adopted*, 2013 WL 1896273 (E.D. Cal. May 6, 2013) (finding
19 Laffey Matrix inapposite for determining Fresno rates).

20 However, Plaintiff also presents a rational mechanism for adjusting the Laffey Matrix rates to
21 Fresno's market. The United States Bureau of Labor Statistics publishes wage estimates for private
22 lawyers and paralegals in many major metropolitan areas, allowing for a comparison of those in the
23 Baltimore/Washington, D.C. area to those in the Fresno area, found at
24 <https://www.bls.gov/oes/current/oesrcma.htm> (last visited May 5, 2017) ("BLS data"). The published
25 wages are for private attorneys and paralegals, and provide a mean hourly wage of what each are
actually paid (i.e., without regard for the number of years in practice). The Court agrees with Plaintiff
that it is reasonable to presume that the mean hourly rates charged by firms to their clients bear a direct
relationship to the hourly rates earned by the billers. Therefore, the percentage difference in the mean

amounts paid to attorneys and paralegals in the Baltimore/Washington, D.C. and Fresno are a constant that can be applied to reduce the Matrix prevailing rates proportionately.¹

The BLS data reflects the following mean hourly rate earned by attorneys and paralegals in Washington, D.C. and Fresno:

	Washington, D. C. Area	Fresno Area	Percentage Decrease for Fresno
Attorneys	\$82.97	\$ 57.99	30.11 %
Paralegals	\$32.68	\$ 24.87	23.9 %

Returning to the Laffey Matrix, attorney Tanya Moore testifies that she has been practicing for over 15 years. (Declaration of Tanya E. Moore, Doc. 9-2, ¶ 5.) The current Laffey Matrix provides that prevailing hourly rates for an attorney with 11 to 15 years of experience is \$455, and paralegals is \$154 (the Laffey Matrix makes no adjustment for paralegal experience). Adjusting for the Fresno area yields the following results:

	Laffey Matrix/ Washington D.C. Rate	Percentage Adjustment	Adjusted Laffey Matrix/ Fresno Rate
15 year Attorney	\$455	30.11%	\$317
Paralegals	\$154	23.9%	\$117

According to this objective information, Tanya Moore's requested rate of \$300 per hour, as well as \$95-\$115 for her firm's paralegals, are within the adjusted prevailing rates shown. Using the requested hourly rates alongside the hours expended as adjusted by the F&Rs, the attorney's fee award is recalculated as follows: \$1,770 for Tanya Moore (5.9 hours at \$300 per hour), \$414 for Whitney Law (3.6 hours at \$115 per hour), and \$323 for David Guthrie (3.4 hours \$95 per hour), for a total fee award of \$2,507.

The Court has thoroughly reviewed the record and agrees with the F&Rs in all other respects.

¹ This is a different and more persuasive rationale for adjustment to the Laffey Matrix than that presented by the plaintiffs and rejected by the Court in *Rodriguez v. Kraft Foods Group, Inc.*, No. 1:14-cv-01137-LJO-EPG, Doc. 85 (December 20, 2016) (adjustment to *Laffey Matrix* by nation-wide Legal Services Component of CPI not persuasive measure to adjust *Laffey Matrix* for Fresno area).

Accordingly, for the reasons set forth above:

1. The findings and recommendations (Doc. 13) issued by the magistrate judge on March 15, 2017, are adopted in part;

2. Plaintiff Jose Trujillo's motion for default judgment is GRANTED IN PART;

3. Defendants Balvir Sing dba Super 7 and Darshan Singh are found in violation of Title III of the ADA for the purpose of establishing damages under the California Unruh Civil Rights Act;

4. Plaintiff is AWARDED statutory damages in the amount of \$4,000 payable by Defendants to the Mission Law Firm, A.P.C. Trust Account and delivered to the Mission Law Firm, A.P.C., 332 North Second Street, San Jose, California 95112;

5. Plaintiff is awarded reasonable attorneys' fees in the amount of \$ 2,507, and costs in the amount of \$1,488 (for a total amount of \$3,995), payable by Defendants to the Mission Law Firm, A.P.C. Trust Account and delivered to the Mission Law Firm, A.P.C., 332 North Second Street, San Jose, California 95112;

6. Defendants are ORDERED to remediate the barriers at its facility commonly known as Super 7, located at 41304 Road 128, Oroshi, California 93647 to conform to ADA Guidelines (28 C.F.R. § 36) and the California Code of Regulations Title 24 requirements by ensuring the following:

a. a properly configured and identified van-accessible parking stall measuring at least ninety-six inches in width with an adjacent access aisle measuring at least ninety-six inches in width, containing no slopes greater than 1:50, pursuant to 1991 ADAAG §§ 4.1.2(5)(b) and 4.6.3 and 2010 Standards §§ 502, et seq.;

b. a store entrance with a threshold not exceeding ½ inch in height pursuant to 1991 ADAAG §4.13.8 and 20110 Standards § 404.2.5;

c. aisles within the store with the required thirty-six inches of width in the path of

travel pursuant to 1991 ADAAG § 4.3.3 and 2010 Standards § 403.5; and

d. an accessible portion of the transaction counter thirty-six inches long minimum and thirty-six inches high maximum, located on an accessible route, pursuant to 1991 ADAAG § 7.2(1) and 2010 Standards §§ 904, et seq.

7. Judgment is entered in favor of Plaintiff and against Defendant Balvir Sing dba Super 7 and Darshan Singh; and

9. The Clerk of Court is directed to close this case.

IT IS SO ORDERED.

Dated: May 8, 2017

/s/ Lawrence J. O'Neill
UNITED STATES CHIEF DISTRICT JUDGE