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9 Attorneys for Plaintiffs

10 TRACY TAYLOR on behalf of herself

11 and all others similarly situated

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23 Attorneys for Defendant

24 PBK ARCHITECTS, INC

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SACRAMENTO

29 TRACY TAYLOR,

30 Plaintiff,

31 v.

32 PBK ARCHITECTS, INC., a Texas
33 Corporation, and Does 1-20,

34 Defendants.

Case No. 34-2022-00313889

**JOINT STIPULATION OF PAGA
SETTLEMENT AND RELEASE**

1 This Joint Stipulation of Settlement and Release (hereinafter “Stipulation of Settlement”)
2 is made and entered into by and between Tracy Taylor (“Plaintiff” or “PAGA Representative”),
3 individually and on behalf of herself, the State of California and all other allegedly similarly
4 aggrieved employees (“PAGA Members”), on the one hand, PBK ARCHITECTS, INC.,
5 (“Defendant”), on the other.

6 This Stipulation of Settlement shall be binding on Plaintiffs, the State of California, and
7 those persons Plaintiff represent as PAGA Members as provided herein, and on Defendants and
8 its/ their present and former parents, affiliated or related companies, shareholders, officers,
9 directors, employees, agents, attorneys, insurers, successors and assigns, and any individual or
10 entity which could be jointly liable with Defendants, and their respective counsel, subject to the
11 terms and conditions hereof and the Court’s approval.

12 THE PARTIES STIPULATE AND AGREE as follows:

- 13 1. Plaintiff and Defendants are collectively referred to herein as “the Parties.”
- 14 2. On or about November 12, 2021, Plaintiff filed a Private Attorney General Act,
15 Cal. Lab. Code 2698, *et seq.* (“PAGA”) letter with the Labor and Workforce Development
16 Agency (“LWDA”), asserting various California Labor Code violations against Defendants,
17 including: (1) failure to pay minimum wage; (2) failure to pay overtime wages; (3) failure to keep
18 accurate time records; (4) failure to provide meal periods; (5) failure to provide accurate wage
19 statements; (6) failure to pay final wages; and (7) failure to pay reimbursement for expenses. On
20 or about April 11, 2022, Plaintiff filed an Amended PAGA letter with the LWDA, alleging that
21 Plaintiff and similarly situated employees were misclassified or paid on a salary basis without
22 overtime. (collectively, “LWDA Notice Letters”).
- 23 3. On January 14, 2022, Plaintiff filed her Complaint for Civil Penalties Pursuant to
24 Private Attorney General Act, Labor Code § 2698 (“Complaint”) in the above captioned action
25 against Defendant in Sacramento County Superior Court, Case Number 34-2022-00313889
26 (“Lawsuit” or “Action”).
- 27 4. Plaintiff’s Complaint alleges a single cause of action for Civil Penalties Pursuant
28 to Private Attorney General Act, Labor Code section 2689, *et seq.*

1 5. Defendant denies all material claims and allegations and assert numerous
2 affirmative defenses, including, but not limited to, failure to state a claim, failure to exhaust
3 administrative remedies, statute of limitations, waiver, laches, constitutionality, set off, lack of
4 willfulness, good faith dispute, unjust enrichment, estoppel, no subsequent violations, not an
5 aggrieved employee, and unmanageability.

6 6. Through arms-length, serious negotiations conducted with a qualified neutral
7 third-party mediator, Russ Wunderli, the Parties reached a settlement of all PAGA claims brought
8 in the Lawsuit (“Settlement”). On September 19, 2022, the Parties conducted an all-day
9 mediation session with the neutral mediator after the exchange of information to allow the parties
10 to evaluate the merits of Plaintiff’s claims and the merits of Defendants’ defenses to those claims.
11 The case did not settle until the following day through continued negotiating with the assistance
12 of the mediator. The parties executed a Memorandum of Understanding on September 20, 2022.
13 The negotiation between the parties was adversarial and contentious, while remaining
14 professional. These negotiations allowed the parties to reach a final resolution as to Plaintiff’s
15 claims under the Private Attorneys General Act, which will be submitted to the LWDA, and to
16 the above captioned Court for approval, pursuant to Labor Code section 2699(l)(2). The Parties
17 now enter this detailed, formalized settlement agreement with respect to the Complaint, subject to
18 the Court’s approval of the Settlement.

19 7. For purposes of this Settlement, Defendant has represented that there are
20 approximately 1,067 pay periods worked by approximately 61 allegedly aggrieved employees in
21 the Settlement Group, as defined below.

22 8. Defendant denies any liability or wrongdoing of any kind whatsoever associated
23 with the claims and allegations alleged in Plaintiff’s Complaint and LWDA Notice Letters. As to
24 Plaintiff’s representative PAGA claims, Defendant further denies that, for any purpose other than
25 settling this Lawsuit, these claims are appropriate for PAGA representative treatment, and
26 contend, among other things, that it has complied with all applicable state, federal and local laws
27 regarding the payment of wages, accurate wage statements, and meal and rest period provisions.
28

1 9. It is the desire of the Parties to settle, compromise and discharge all disputes and
2 claims that were alleged in Plaintiff's Complaint and LWDA Notice Letters in this case fully,
3 finally and forever. To achieve a full and complete release of Defendant, Plaintiff, PAGA
4 Counsel acknowledges that this Stipulation of Settlement is intended to include in its effect all
5 claims alleged, in the LWDA Notice Letters and the Action, and all Released Claims against all
6 Released Parties (as defined herein) as of the date of the Court's approval of this Settlement.

7 10. It is the intention of the Parties that this Stipulation of Settlement shall constitute a
8 full and complete settlement and release of all PAGA claims alleged in the Complaint and the
9 LWDA Notice Letters brought against Defendant, which release includes in its effect Defendant
10 and all other present and former owners, parents, affiliated or related companies, shareholders,
11 officers, directors, employees, agents, attorneys, insurers, and successors and assigns of
12 Defendant, and any individual or entity which could be jointly liable with Defendant.

13 11. PAGA Counsel has conducted a thorough investigation into the facts of this
14 representative case, including an extensive review of relevant documents and data, and has
15 diligently investigated PAGA Members' claims against Defendant. Based on their own
16 independent investigation and evaluation, PAGA Counsel are of the opinion that the Settlement
17 with Defendants for the consideration and on the terms set forth in this Stipulation of Settlement
18 is fair, reasonable and adequate, and is in the best interest of Plaintiff, the State of California, and
19 PAGA Members in light of all known facts and circumstances, including the risk of significant
20 delay, the numerous defenses asserted by Defendant, and various potential appellate issues.

21 12. The Parties agree to cooperate and take all steps necessary and appropriate to
22 consummate this Settlement and to effectuate a judgment. In the event that: (i) the Court does not
23 approve the Settlement as provided herein; or (ii) the Effective Date does not occur for any other
24 reason apart from the Court's refusal to approve, then this Settlement Agreement—and any
25 documents generated to bring it into effect—will be null and void, and the Parties will be returned
26 to their respective positions.

27 13. This Settlement provides for mailing of an explanatory notice (as set forth in
28 **Exhibit A** below) and payment of Settlement Awards to all PAGA Members according to a

1 specified formula as provided herein. The gross total payment under the Settlement, including all
2 attorneys' fees and costs, settlement administration costs, interest, PAGA penalties and any other
3 payments provided by this Settlement is \$270,000.00. It is understood and agreed that
4 Defendant's gross total liability under this Settlement shall not exceed \$270,000.00. It is further
5 understood and agreed that Defendant shall have no obligation to pay any person, entity or
6 organization more than its gross total liability under this Settlement as set forth above, which
7 includes the total amount of: (1) the Settlement Awards to the Settlement Group; (2) the
8 attorneys' fees and costs approved by the Court; (3) the actual fees and expenses of the
9 Settlement Administrator; and (4) the enhancement payment to Plaintiff, and (5) payment to the
10 State of California pursuant to PAGA.

11 NOW THEREFORE, in consideration of the mutual covenants, promises and agreements
12 set forth herein, the Parties agree, subject to the Court's approval, as follows:

13 TERMS OF SETTLEMENT

14 14. Definitions:

- 15 a. "Action" shall mean the Complaint and LWDA Notice Letters.
16 b. "Complaint" shall mean the Complaint for Civil Penalties Pursuant to
17 Private Attorney General Act, Labor Code § 2698 filed in against
18 Defendant on January 14, 2022 in Sacramento County Superior Court,
19 Case Number 34-2022-00313889.
20 c. "Defendant" shall mean PBK Architects, Inc.
21 d. Defense Counsel shall mean Mark Posard and Judith Cregan of Gordon
22 Rees Scully Mansukani.LLP
23 e. "Effective Date" shall mean the date the Court has granted final approval
24 of the PAGA Settlement and issued its order granting same.
25 f. "Gross Settlement Amount" shall mean the total amount of settlement
26 Defendant must pay under this settlement and is capped at \$270,000.00
27 g. "Net Settlement Amount" shall mean the Gross Settlement Amount less the
28 approved attorneys' fees and costs, the actual settlement administration

fees and expenses, the enhancement payment to the PAGA Representative, and any other payments provided by this Settlement

- h. "PAGA Counsel" shall mean Timothy Del Castillo and Lisa Bradner of Castle Law: California Employment Counsel, PC.
- i. "PAGA Members" shall mean all non-exempt employees who worked for Defendant in the state of California between November 12, 2020 and January 15, 2022.
- j. "PAGA Period" or "Settlement Period" shall mean November 12, 2020 to January 15, 2022.
- k. "Plaintiff" or "PAGA Representative" shall mean Tracy Taylor.
- l. "Settlement Awards" shall mean the individual payments to be made to the employees in the Settlement Group.
- m. "Settlement Group" shall mean the same as PAGA Members.

15. It is agreed by and between Plaintiff and Defendant that any PAGA claims, damages or causes of action arising out of the disputes which are the subject of this Action be settled and compromised as between the Plaintiff, Settlement Group (including Plaintiff) and Defendant, subject to the terms and conditions set forth in this Stipulation of Settlement and approval by the Court.

16. At no time shall Defendant have the obligation to segregate the funds comprising the Gross Settlement Amount, and Defendant shall retain non-exclusive authority over and responsibility for those funds subject to disbursement of funds necessary for the payment of the Settlement Awards, the approved attorneys' fees and costs, the actual settlement administration fees and expenses, the enhancement payment to the PAGA Representatives, and any other payments provided by this Settlement. All Settlement Awards for the PAGA Members, all attorneys' fees, costs, fees and expenses of the Settlement Administrator, and other payments provided by this Settlement shall be paid out of the Gross Settlement Amount.

Any amount of the Gross Settlement Amount not required to pay administration costs,

1 attorneys' fees and costs, the PAGA Representatives' enhancement award, and any other
2 payments provided by this Settlement, shall be included in the Net Settlement Amount. The
3 Settlement Awards to PAGA Members will be calculated by the Settlement Administrator based
4 on Defendant's records and paid out of the Net Settlement Amount as detailed in section (a)
5 below. The Gross Settlement Amount shall be paid by Defendant to the Settlement Administrator
6 within 15 days after the Effective Date.

7 a. California Private Attorneys' General Act Allocation: Seventy-five
8 Percent (75%) of the Net Settlement Amount will be paid to the State of California LWDA
9 pursuant to the California Private Attorneys General Act and the remaining 25% is paid as
10 Settlement Awards to the PAGA Members within forty-five (45) days after Effective Date. The
11 Settlement Awards will be calculated by the Settlement Administrator based on Defendant's
12 records and paid out of the Net Settlement Amount as detailed in section (b) below.

13 b. Settlement Awards: The Settlement Administrator shall first determine for
14 each PAGA Member the pay periods he or she actively worked for Defendant during the PAGA
15 Period. The Settlement Administrator shall divide the amount of the Net Settlement Amount by
16 the sum of all PAGA Members' pay periods worked to calculate an "Estimated Amount Per Pay
17 Period." For each PAGA Member, the Settlement Administrator shall then multiply the
18 Estimated Amount Per Pay Period by the PAGA Member's pay periods worked in the Settlement
19 Period to determine each individual Settlement Award. The Settlement Award process is
20 discussed further below.

21 c. Allocation and Taxability of Settlement Awards: The individual
22 Settlement Awards payable to PAGA Members shall be allocated entirely to alleged unpaid
23 penalties, for which IRS Forms 1099 MISC will issue to PAGA Members. Each PAGA Member
24 shall be individually responsible for the employee's share of taxes attributable to receipt of any
25 payments under this Settlement.

26 d. Settlement Awards Do Not Trigger Additional Benefits: All Settlement
27 Awards to PAGA Members shall be deemed to be income to such PAGA Members solely in the
28 year in which such awards actually are received by the PAGA Members. It is expressly

1 understood and agreed that the receipt of such Settlement Awards will not entitle any PAGA
2 Member to additional compensation or benefits under any company bonus, contest or other
3 compensation or benefit plan or agreement in place during the period covered by the Settlement,
4 nor will it entitle any PAGA Member to any increased retirement, 401(k) benefits or matching
5 benefits, or deferred compensation benefits. No deductions or contributions for 401(k) shall be
6 made from the Settlement Awards. It is the intent of the Parties that the Settlement Awards
7 provided for in this Agreement are the sole payments to be made by Defendant to PAGA
8 Members in connection with this Settlement, and that the PAGA Members are not entitled to any
9 new or additional compensation or benefits as a result of having received the Settlement Awards
10 (notwithstanding any contrary language or agreement in any benefit or compensation plan
11 document that might have been in effect during the period covered by this Settlement).

12 e. Attorneys' Fees and Attorneys' Costs: Subject to Court approval,
13 Attorneys' fees and costs shall be paid to Plaintiff's Counsel from the Gross Settlement Amount,
14 as set forth below. The Court-approved attorneys' fees and costs will be paid out of a Settlement
15 Administrator-established escrow account to PAGA Counsel within 30 days after the Effective
16 Date. Attorneys' fees and costs are discussed further below.

17 f. Settlement Administrator: The fees of the Settlement Administrator for
18 work done shall be paid from the Gross Settlement Amount. If the Settlement is ineffective for
19 any reason under Paragraph 12 above, the Parties shall evenly split the costs of the Settlement
20 Administrator regardless of the outcome of the Settlement. The Settlement Administrator,
21 Phoenix Class Action Administration Solutions, has capped the settlement administration fees at
22 \$2,250.00. The Court-approved Settlement Administrator's expenses will be paid within 30 days
23 after the Effective Date. The Settlement Administrator is discussed further below.

24 g. PAGA Representative Enhancement Payment: Plaintiff, as the PAGA
25 Representative, will receive an Enhancement Payment in an amount not to exceed Ten Thousand
26 Dollars and No Cents (\$10,000.00) to compensate her for the risks, time, and expense of her
27 involvement in the Action and securing the benefits of this Agreement for the State of California
28

1 and PAGA Members. The Enhancement Payment is in addition to the any amount Plaintiff would
2 otherwise be due under the Agreement as a PAGA Member.

3 SETTLEMENT ADMINISTRATION

4 17. The Parties will agree to the appointment of Phoenix Class Action Administration
5 Solutions as the Settlement Administrator. However, the Parties shall have the right to select or
6 substitute a different Settlement Administrator by mutual agreement at any time. The Settlement
7 Administrator will send an agreed-upon explanatory notice of the Settlement, attached hereto as
8 **Exhibit A**, along with the Settlement Award to all PAGA Members as discussed herein. The
9 Settlement Administrator will calculate the Settlement Award amounts due to PAGA Members in
10 accordance with this Stipulation of Settlement. The Settlement Administrator shall report, in
11 summary or narrative form, the substance of its findings. Upon receipt of funds from Defendant
12 and as provided by the terms of the Settlement, the Settlement Administrator will issue and send
13 out the Settlement Awards to PAGA Members. Tax treatment of the Settlement Awards will be
14 as set forth herein, and in accordance with state and federal tax laws. The Settlement
15 Administrator shall report the payments on a Form 1099 to the federal and state taxing agencies.
16 All disputes relating to the Settlement Administrator's performance of duties shall be referred to
17 the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of
18 this Stipulation of Settlement until all payments and obligations contemplated by this Stipulation
19 of Settlement have been fully carried out.

20 ATTORNEYS' FEES AND COSTS

21 18. In consideration for settling this matter and in exchange for the release of claims
22 by the Settlement Group, and subject to approval or modification by the Court, PAGA Counsel's
23 attorneys' fees shall be subtracted from the Gross Settlement Amount as approved by the Court.
24 Subject to Court approval, PAGA Counsel's attorney's fees shall be an amount not to exceed
25 35% of the Gross Settlement Amount, which is \$94,500.00. In addition, and also subject to Court
26 approval, PAGA Counsel shall be reimbursed for their out-of-pocket expenses, in the amount of
27 set forth in a declaration to be submitted to the Court concurrently with the motion for approval of
28 this Joint Stipulation of PAGA Settlement and Release. Subject to the maximum application

1 amount of these above stated amounts, attorneys' fees and costs approved by the Court will cover
2 all work performed and all fees and costs incurred to date, and all work to be performed and all
3 fees and costs to be incurred in connection with the approval by the Court of this Joint Stipulation
4 of PAGA Settlement and Release, the administration of the Settlement, and final judgment in this
5 case. The attorneys' fees and costs approved by the Court shall be paid out of the Settlement
6 Administrator's Escrow Account to PAGA Counsel within 30 days after the Effective Date.

7 SETTLEMENT AWARD ADMINISTRATION

8 19. Thirty (30) calendar days after the Parties have executed this Stipulation of
9 Settlement, Defendant shall provide to the Settlement Administrator a spreadsheet, which will list
10 for each PAGA Member the PAGA Member's name, last-known address, last-known telephone
11 number, and the number of pay periods worked through the date of the report. This spreadsheet
12 shall be based on Defendant's payroll and other business records. The Settlement Administrator
13 will run a check of the PAGA Members' address against those on file with the U.S. Postal
14 Service's National Change of Address Database. Within 45 calendar days after the Settlement
15 becomes final and effective under Paragraph 14(b), the Settlement Administrator will mail the
16 Notice accompanying the Settlement Award to all PAGA Members.

17 a. Prior to the mailing of the Notice and Settlement Award, the Settlement
18 Administrator will search for updated addresses through the U.S. Postal Service's National
19 Address Database. Notices returned to the Settlement Administrator as non-delivered shall be re-
20 mailed to the forwarding address, if any, on the returned envelope; any returned envelopes with
21 forwarding addresses will be used by the Settlement Administrator to forward the Notice to
22 PAGA Members. If no forwarding address is provided, the Settlement Administrator will
23 perform a computer search for a new address and an additional skip tracing pursuant to its usual
24 and customary procedures.

25 b. All costs associated with the Notices are part of, and included within, the
26 Gross Settlement Amount.

27 SETTLEMENT AWARD PROCESS

28 20. Within 45 days after the Effective Date, the Settlement Administrator shall pay the

1 Settlement Award checks from the Escrow Account, which it will mail to PAGA Members along
2 with the Notice. Settlement Award checks shall remain valid and negotiable for 180 calendar
3 days from the date of issuance and will be cancelled by the Settlement Administrator if not
4 cashed within that time. The checks provided to PAGA Members shall prominently state the
5 checks will expire in 180 calendar days, or alternatively, such a statement may be made in the
6 explanatory notice accompanying the check. PAGA Members shall be bound by the Settlement
7 whether or not they cash a Settlement Award Check.

8 21. Any unclaimed funds in the Settlement Administrator's account as a result of a
9 failure to timely cash a settlement check shall be handled by the Settlement Administrator and be
10 issued to the State Controller Fund, Department of Unclaimed Property in the name of the PAGA
11 Member.

12 RELEASED CLAIMS

13 22. Upon approval by the Court of this Stipulation of Settlement, each PAGA
14 Member, including Plaintiff, and the State of California fully release and discharge Defendant,
15 its/ their present and former owners, parents, affiliated or related companies, shareholders,
16 officers, directors, employees, agents, attorneys, insurers, successors and assigns, and any
17 individual or entity which could be jointly liable with Defendant ("Released Parties"), from any
18 and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys'
19 fees, damages, interest, penalties, action or causes of action of any nature under state, federal or
20 local law arising out of the facts alleged in the Complaint and the LWDA Notice Letters relating
21 to the PAGA cause of action, and any other PAGA claims that were raised or could have been
22 raised or relate to those that were raised in the LWDA Notice Letters and Lawsuit ("PAGA
23 Released Claims"). By and through this Settlement each PAGA Member and the State of
24 California forever agrees it, he, she shall not be entitled to pursue, accept or recover civil
25 penalties for any PAGA Released Claims against the Released Parties from November 12, 2020,
26 to January 15, 2022.

27 PARTIES' DUTIES TO OBTAIN COURT APPROVAL OF THE PAGA SETTLEMENT

28 23. PAGA Counsel shall promptly submit this Stipulation of Settlement to the Court

1 after all signatures being obtained. This Settlement shall remain confidential until filed with the
2 Court. Plaintiff shall apply to the Court via noticed motion for entry of an order approving the
3 PAGA Settlement, consistent with the terms provided herein.

4 PARTIES' AUTHORITY

5 24. The signatories hereto hereby represent that they are fully authorized to enter into
6 this Stipulation of Settlement and bind the Parties hereto to the terms and conditions thereof.

7 MUTUAL FULL COOPERATION

8 25. The Parties agree to fully cooperate with each other to accomplish the terms of this
9 Stipulation of Settlement, including but not limited to, execution of such documents and taking
10 such other action as reasonably may be necessary to implement the terms of this Stipulation of
11 Settlement. Once the Settlement is final and effective, the Parties agree to seek final dismissal of
12 the Lawsuit. Plaintiff agrees to seek dismissal of the PAGA claim and entire lawsuit with
13 prejudice, upon approval of this Joint Stipulation of PAGA Settlement and Release by the Court.
14 The Parties to this Stipulation of Settlement shall use their best efforts, including all efforts
15 contemplated by this Stipulation of Settlement and any other efforts that may become necessary
16 by order of the Court, or otherwise, to effectuate this Stipulation of Settlement and the terms set
17 forth herein. As soon as practicable after execution of this Stipulation of Settlement, PAGA
18 Counsel shall, with the assistance and cooperation of Defendant and its counsel, take all
19 necessary steps to secure the Court's final approval of this Stipulation of Settlement.

20 NO PRIOR ASSIGNMENTS

21 26. The Parties and their counsel represent, covenant and warrant that they have not
22 directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or
23 encumber to any person or entity any portion of any liability, claim, demand, action, cause of
24 action or right herein released and discharged except as set forth herein.

25 NO ADMISSION

26 27. Nothing herein shall constitute any admission by Defendant of wrongdoing or
27 liability, or of the truth of any factual allegations in the Lawsuit. Nothing herein shall constitute
28 an admission by Defendant that the Lawsuit was properly brought as a representative action other

1 than for settlement purposes. To the contrary, Defendant has denied and continues to deny each
2 and every material factual allegation and alleged claim asserted in the Lawsuit. To this end, the
3 settlement of the Lawsuit, the negotiation and execution of this Stipulation of Settlement, and all
4 acts performed or documents executed pursuant to or in furtherance of this Stipulation of
5 Settlement or the settlement are not, shall not be deemed to be, and may not be used as, an
6 admission or evidence of any wrongdoing or liability on the part of Defendant or of the truth of
7 any of the factual allegations in the Lawsuit; and are not, shall not be deemed to be, and may not
8 be used as, an admission or evidence of any fault or omission on the part of Defendant in any
9 civil, criminal or administrative proceeding any court, administrative agency or other tribunal.

10 CONSTRUCTION

11 28. The Parties hereto agree that the terms and conditions of this Stipulation of
12 Settlement are the result of lengthy, intensive arms-length negotiations between the Parties and
13 through a third-party mediator, and this Stipulation of Settlement shall not be construed in favor
14 of or against any party by reason of the extent to which any party or his, her or its counsel
15 participated in the drafting of this Stipulation of Settlement. All Parties have contributed to the
16 preparation and drafting of this Settlement Agreement.

17 CAPTIONS AND INTERPRETATIONS

18 29. Paragraph titles or captions contained herein are inserted as a matter of
19 convenience and for reference, and in no way define, limit, extend or describe the scope of this
20 Stipulation of Settlement or any provision of it. Each term of this Stipulation of Settlement is
21 contractual and not merely a recital.

22 MODIFICATION

23 30. This Stipulation of Settlement may not be changed, altered or modified, except in
24 writing and signed by the Parties hereto and approved by the Court. This Stipulation of
25 Settlement may not be discharged except by performance in accordance with its terms or by a
26 writing signed by the Parties hereto.

27 INTEGRATION CLAUSE

28 31. This Stipulation of Settlement contains the entire agreement between the Parties

1 relating to the Stipulation of Settlement, and all prior or contemporaneous agreements,
2 understandings, representations and statements, whether oral or written and whether by a party or
3 such party's legal counsel, are merged herein. No rights hereunder may be waived except in
4 writing.

5 BINDING ON ASSIGNS

6 32. This Stipulation of Settlement shall be binding upon and inure to the benefit of the
7 Parties and their respective heirs, trustees, executors, administrators, successors and assigns.

8 COUNTERPARTS

9 33. This Stipulation of Settlement may be executed in counterparts and by facsimile
10 signatures, and when each party has signed and delivered at least one such counterpart, each
11 counterpart, including email and PDF versions, shall be deemed an original and, when taken
12 together with other signed counterparts, shall constitute one Stipulation of Settlement binding
13 upon and effective as to all Parties.

14 NO PUBLICITY MEDIA AND PRESS COMMUNICATIONS

15 34. The PAGA Representative agrees that she will not publicize this litigation or this
16 Settlement in any manner. The PAGA Representative and PAGA Counsel agree that they will
17 not issue any press releases, initiate any contact with the press, respond to any press inquiry, or
18 have any communication with the press about this case. If contacted by the press or media,
19 Plaintiff may only state that the case has been resolved. The PAGA Representatives will refrain
20 from discussing the terms or the fact of this Settlement with third parties other than: (1) their
21 immediate family members; and (2) their accountants or lawyers as necessary for tax purposes. If
22 they are asked by any person or entity about the matter, they may only state that the case has been
23 resolved.

24 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this
25 Joint Stipulation of Settlement and Release between Plaintiff and Defendant as of the date(s) set
26 forth below:

27 ///

28 ///

1 **PLAINTIFF AND PAGA REPRESENTATIVE**

2 Dated: Oct 4, 2022

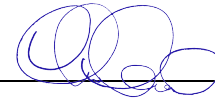
PLAINTIFF TRACY TAYLOR

3
4
5 By  Tracy Taylor (Oct 4, 2022 16:02 PDT)
6 TRACY TAYLOR

7 **DEFENDANT**

8
9 Dated: 10/06/2022

PBK ARCHITECTS, INC.

10 By 
11
12 CHRIS CUNICO
13 (Name)
14 on Behalf of PBK ARCHITECTS, INC.

15 **PLAINTIFF'S COUNSEL**

16 Dated: 10/04/22

CASTLE LAW: CALIFORNIA
EMPLOYMENT COUNSEL, PC

17
18
19 By 
20 TIMOTHY B. DEL CASTILLO, ESQ.
21 LISA L. BRADNER, ESQ.
22 Attorneys for Plaintiff

23 **DEFENDANT'S COUNSEL**

24 Dated: 10/06/22

GORDON REES SCULLY MANSUKHANI,
LLP

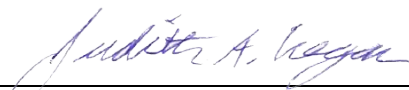
25 By 
26 MARK S. POSARD, ESQ.
27 JUDITH A. CREGAN, ESQ.
28 Attorneys for Defendant

EXHIBIT A

NOTICE OF PAGA SETTLEMENT

Tracy Taylor v. PBK Architects, Inc.
Superior Court of the State of California for the County of Sacramento,
Case No. 34-2022-00313889

[Settlement Administrator]

[Name]

[Address]

[Name]

[Address]

You are receiving this Notice because of a lawsuit brought on behalf of the State of California by Tracy Taylor (“Plaintiff”), against PBK Architects, Inc. (“Defendant”), for civil penalties pursuant to the Private Attorneys General Act, California Labor Code § 2698 *et seq.* (“PAGA”).

Defendant strongly denies these claims and denies that it owes any penalties. To avoid further time and expense in litigation, Defendant and Plaintiff have agreed to settle the case. The settlement resolves and releases all the claims that were asserted in the lawsuit on behalf of all non-exempt employees who worked in California for Defendant any time during the period from November 12, 2020, to January 15, 2022 (“PAGA Member”).

According to Defendant’s records, you are a PAGA Member and are therefore entitled to a share of the settlement. Enclosed with this Notice is your settlement check. **The settlement check shall remain valid for one hundred eighty (180) days.** Checks remaining un-cashed for more than 180 days after issuance will be tendered to the California Department of Unclaimed Property.