

Kane Moon (SBN 249834)
kmoon@moonlawgroup.com
H. Scott Leviant (SBN 200834)
hsleviant@moonlawgroup.com
Mariam Ghazaryan (SBN 341119)
mghazaryan@moonlawgroup.com
MOON LAW GROUP, PC
1055 W. Seventh St., Suite 1880
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

Attorneys for Plaintiff IBRAHIM SULTANI

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

IBRAHIM SULTANI, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

AAI ASSOCIATES, INC., ADAMSON
ASSOCIATES, INC.; and DOES 1 through 10,
inclusive,

Defendants

Case No.: 23STCV07165

[Hon. Laura A. Seigle, Dept. 17]

~~[PROPOSED]~~ JUDGMENT

Action Filed: April 3, 2023

Trial Date: Not Set

FILED
Superior Court of California
County of Los Angeles
04/22/2024

David W. Slayton, Executive Officer / Clerk of Court

By: N. Navarro Deputy

Plaintiff IBRAHIM SULTANI (“Plaintiff”) and Defendants AAI ASSOCIATES, INC. and ADAMSON ASSOCIATES, INC. (“Defendants”) (Plaintiff and Defendants are the “Parties”) have reached terms of settlement of this action alleging a claim for relief pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code section 2698, *et seq.* (“PAGA”).

The Court now enters Judgment following the entry of the PAGA Settlement Order. The Judgment set forth herein is intended to be a final disposition of the Action in its entirety and is intended to be immediately appealable. All capitalized terms used for purposes of this Judgment, not otherwise defined herein, have the same meaning as given in the Settlement Agreement executed by the parties.

In accordance with and for the reasons stated in the PAGA Settlement Order, Judgment shall be entered whereby the Plaintiff, the State of California, and the Aggrieved Employees, shall take nothing from Defendants, except as expressly set forth in the Settlement, which is attached as Exhibit 5 to the FIRST SUPPLEMENTAL DECLARATION OF H. SCOTT LEVIANT IN SUPPORT OF PLAINTIFF'S RENEWED MOTION FOR AN ORDER APPROVING SETTLEMENT OF CLAIMS BROUGHT PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF 2004, and as awarded by the Court.

[PROPOSED] JUDGMENT

1 All persons employed by AAI as entry-level architects in the State of
2 California who were paid on a salary basis during the PAGA Period.
3 (“PAGA Period” means the period from April 3, 2022 until approval
of the settlement.)

4 Pursuant to PAGA, California Labor Code section 2699, subdivision (l)(2), the Labor and
5 Workforce Development Agency (the “LWDA”) has been given timely notice of the Settlement and
6 is therefore bound by this Judgment.

7 As set forth in the Settlement, Plaintiffs, the Aggrieved Employees, and the LWDA release
8 the PAGA claims as follows:

9 Upon tender of the Gross Settlement Amount to the settlement
10 administrator, the Aggrieved Employees, the State of California, and
11 anyone purporting to act on its behalf, shall release all claims,
12 demands, rights, liabilities and causes of action under PAGA as
13 asserted in the pleadings in the Action and/or the PAGA notice sent to
14 the LWDA dated March 30, 2023 (case no. LWDA-CM-945459-23)
15 that arose during the PAGA Period premised on the facts, claims,
16 causes of action or legal theories as well as all claims, demands, rights,
17 liabilities and causes of action under PAGA that could have been
alleged based on the facts that have been alleged in the pleadings in
the Action and the PAGA notice sent to the LWDA referenced above
18 (“Released PAGA Claims”). The release will be as to the Released
19 Parties.

20 “Released Parties” means: AAI and ADAMSON, and any of their predecessors, successors,
21 subsidiaries, parents, and affiliates as defined by Corporations Code section 150, and each of their
22 supervisory/managerial employees, managing agents, shareholders, directors, and/or officers.

23 All payments due under the Settlement will be made pursuant to the Settlement, the PAGA
24 Settlement Order, and this Judgment.

25 Nothing in this Judgment or the Settlement will be construed as an admission or concession
26 by any party.

27 Based on the foregoing and in accordance with the Settlement, this action is dismissed with
28 prejudice, each side to bear its own costs and attorneys’ fees, except as awarded in the PAGA
Settlement Order.

1 Pursuant to this Judgment, the Court retains exclusion and continuing jurisdiction over this
2 action for purposes of supervising, administering, implementing, interpreting and enforcing this
3 Judgment, as well as the Settlement.

4 Within 10 days of entry of this Judgment, Plaintiff's counsel shall submit a copy of this
5 Judgment to the LWDA in accordance with Labor Code section 2699, subdivision (1)(3).

6 **JUDGMENT IS ENTERED ACCORDINGLY.**

7
8 Dated: 04/22/2024



Laura Seigle

Hon. Laura A. Seigle

LOS ANGELES SUPERIOR COURT JUDGE

Laura A. Seigle / Judge

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

[PROPOSED] JUDGMENT

Kevin Sullivan
EPSTEIN BECKER GREEN
 1925 Century Park East, Suite 500
 Los Angeles, CA 90067
 KSullivan@ebglaw.com

[✓] **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via third-party cloud service **CASEANYWHERE**.

Executed on **April 19, 2024**, at Los Angeles, California.

Signature