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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. Maren Nelson]

**FIRST AMENDED PAGA SETTLEMENT
AGREEMENT**

Complaint filed: April 3, 2023
Trial date: Not set

PAGA SETTLEMENT AGREEMENT

This First Amended PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff IBRAHIM SULTANI (“Plaintiff”) and AAI ASSOCIATES, INC. (“AAI”) and ADAMSON ASSOCIATES, INC. (“ADAMSON”) (AAI and ADAMSON are referred herein as “AAIS”). The Agreement refers to Plaintiff and AAIS collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against AAIS captioned *Ibrahim Sultani v. AAI Associates, Inc. et. al.*, initiated on April 3, 2023 and pending in the Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of the Settlement.
- 1.4. “Aggrieved Employee” means all persons employed by AAI as entry-level architects in the State of California who were paid on a salary basis during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in AAI’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. “Court” means the Superior Court of California, County of Los Angeles.
- 1.8. “Defense Counsel” means Epstein Becker & Green, PC.

- 1.9. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a judgment on its order granting approval of the PAGA settlement in the Action; and (b) the judgment in the Action is Final. “Final,” as used in the definition of Effective Date, shall mean the latest of: (i) if there is an appeal of the Court’s judgment, the date the judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for certiorari in the United States Supreme Court petition or a petition for review in the California Supreme Court, as applicable; or (ii) if such a petition is filed, the date of denial of the petition, or the date the judgment is affirmed pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the time for filing or noticing any appeal from the judgment – i.e., 61 days following notice of entry of judgment served on all parties and the LWDA.
- 1.10. “Gross Settlement Amount” means \$55,000.00 which is the total amount AAI agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator’s Expenses.
- 1.11. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.12. “Judgment” means the judgment entered by the Court based upon the Order granting Approval of the Settlement.
- 1.13. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code § 2699(i).
- 1.14. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code § 2699(i).
- 1.15. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation

Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.16. “PAGA Counsel” means Moon Law Group, PC, the attorneys representing Plaintiff in the Action.

1.17. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.18. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for AAIS for at least one day during the PAGA Period.

1.19. “PAGA Period” means the period from April 3, 2022 until approval of the settlement.

1.20. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

1.21. “PAGA Notice” means Plaintiff’s March 30, 2023 letter to AAIS and the LWDA providing notice pursuant to Labor Code § 2699.3(a).

1.22. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.

1.23. “Plaintiff” means Ibrahim Sultani, the named plaintiff in the Action.

1.24. “Approval Order” means the Court Order Granting Approval of PAGA Settlement.

1.25. “Released PAGA Claims” means the PAGA claims being released as described in Paragraph 5 below.

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

1.27. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.28. “Defendants” means named defendants AAI and ADAMSON (also referred to jointly as AAIS).

1
2 **2. RECITALS.**

- 3 2.1. On April 3, 2023, Plaintiff commenced this Action by filing a Complaint alleging
4 causes of action against AAIS for (1) failure to pay minimum wages; (2) failure to pay
5 overtime compensation; (3) failure to provide meal periods; (4) failure to authorize and
6 permit rest breaks; (5) failure to indemnify necessary business expenses; (6) failure to
7 timely pay final wages at termination; (7) failure to provide accurate itemized wage
8 statements; and (8) unfair business practices. On June 9, 2023, Plaintiff filed a First
9 Amended Complaint adding a ninth cause of action for civil penalties under PAGA.
10 The First Amended Complaint is the operative complaint in the Action (the “Operative
11 Complaint”). AAIS deny the allegations in the Operative Complaint, deny any failure
12 to comply with the laws identified in in the Operative Complaint, and deny any and all
13 liability for the causes of action alleged.
- 14 2.2. Pursuant to Labor Code § 2699.3(a), Plaintiff gave timely written notice to AAIS and
15 the LWDA by sending the PAGA Notice.
- 16 2.3. The Parties negotiated a representative action settlement informally without the use of
17 a private mediation.
- 18 2.4. Prior to negotiating the Settlement, Plaintiff obtained, through informal discovery,
19 documents regarding meal periods, rest periods, overtime payment, and timekeeping
20 policies, and timesheets and pay records.
- 21 2.5. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of
22 any other pending matter or action asserting claims that will be extinguished or
23 affected by the Settlement.

24 **3. MONETARY TERMS.**

- 25 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, AAI
26 promises to pay \$55,000.00 and no more as the Gross Settlement Amount. AAI has no
27 obligation to pay the Gross Settlement Amount prior to the deadline stated in
28 Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross

1 Settlement Amount without asking or requiring Aggrieved Employees to submit any
2 claim as a condition of payment. None of the Gross Settlement Amount will revert to
3 Defendants.

4 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct
5 the following payments from the Gross Settlement Amount, in the amounts specified
6 by the Court in the Final Approval:

7 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of up to one-third of the
8 GSA which is currently estimated to be \$18,333.33 and a PAGA Counsel
9 Litigation Expenses Payment of not more than \$2,750.00. AAIS will not
10 oppose requests for these payments provided that do not exceed these amounts.
11 Plaintiff and/or PAGA Counsel will file an application or motion for PAGA
12 Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court
13 approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation
14 Expenses Payment less than the amounts requested, the Administrator will
15 allocate the remainder to the Net Settlement Amount. Released Parties shall
16 have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from
17 any claim to any portion any PAGA Counsel Fee Payment and/or PAGA
18 Counsel Litigation Expenses Payment. The Administrator will pay the PAGA
19 Counsel Fees Payment and PAGA Counsel Expenses Payment using one or
20 more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability
21 for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel
22 Litigation Expenses Payment, and PAGA Counsel holds AAIS harmless, and
23 indemnifies AAIS, from any dispute or controversy regarding any division or
24 sharing of any of these Payments.

25 3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed
26 \$2,000.00 except for a showing of good cause and as approved by the Court. To
27 the extent the Administration Expenses are less or the Court approves payment
28 less than \$2,000.00, the Administrator will retain the remainder in the Net

Settlement Amount.

3.2.3. To the LWDA and Aggrieved Employees: PAGA Penalties to be paid from the Gross Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

3.2.3.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.3.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. **SETTLEMENT FUNDING AND PAYMENTS.**

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, AAI estimates there will be approximately five (5) Aggrieved Employees during the PAGA Period.

4.2. Aggrieved Employee Data. Within 15 days of service of the Approval Order, AAIS will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. AAIS have a continuing duty to immediately notify PAGA

Counsel if they discover that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which AAIS must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. AAIS shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 14 days after AAIS fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fee Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Fee Payment and the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved

1 Employees whose re-mailed checks are returned as undelivered. The
2 Administrator shall promptly send a replacement check to any Aggrieved
3 Employee whose original check was lost or misplaced, requested by the
4 Aggrieved Employee prior to the void date.

5 4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is
6 uncashed and cancelled after the void date, the Administrator shall transmit the
7 funds represented by such checks to the California Controller's Unclaimed
8 Property Fund in the name of the Aggrieved Employee.

9 4.4.4. The payment of Individual PAGA Payments shall not obligate AAIS to confer
10 any additional benefits or make any additional payments to the Aggrieved
11 Employees (such as 401(k) contributions or bonuses) beyond those specified in
12 this Agreement.
13

14 **5. RELEASES OF CLAIMS.**

15 Effective on the date when AAI fully funds the entire Gross Settlement Amount, Plaintiff and
16 PAGA Counsel will release claims against all Released Parties as follows:

17 5.1. Release by Aggrieved Employees: Upon tender of the Gross Settlement Amount to the
18 settlement administrator, the Aggrieved Employees, the State of California, and anyone
19 purporting to act on its behalf, shall release all claims, demands, rights, liabilities and
20 causes of action under PAGA as asserted in the pleadings in the Action and/or the
21 PAGA notice sent to the LWDA dated March 30, 2023 (case no. LWDA-CM-945459-
22 23) that arose during the PAGA Period premised on the facts, claims, causes of action
23 or legal theories as well as all claims, demands, rights, liabilities and causes of action
24 under PAGA that could have been alleged based on the facts that have been alleged in
25 the pleadings in the Action and the PAGA notice sent to the LWDA referenced above
26 (“Released PAGA Claims”). The release will be as to the Released Parties.

27 5.2. Release by PAGA Counsel: PAGA Counsel release on behalf of their present and
28 former attorneys, employees, agents, successors and assigns the Released Parties from

all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice. PAGA Counsel shall receive only those PAGA Fees awarded by the Court pursuant to this Settlement.

5.3. Release by Plaintiff: In accordance with the parties' memorandum of understanding, Plaintiff shall execute a separate settlement agreement to resolve his individual non-PAGA claims, which shall include a general release of all claims known and unknown, as well as a waiver of Civil Code § 1542.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT AND THE OBLIGATIONS OF THE PARTIES FOLLOWING APPROVAL.

The Parties agree that Plaintiff will prepare and file an application or motion for approval of this Settlement.

6.1. Responsibilities of PAGA Counsel Related to Preparation of the Application or Motion for Approval. PAGA Counsel will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code § 2699(f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; and, (iii) a signed declaration from the PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents; and all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declaration, PAGA Counsel shall aver that they are not aware of any other

pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2. Responsibilities of PAGA Counsel Related to Filing the Application or Motion for Approval and Notifying the LWDA. PAGA Counsel is responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. On or before the date that PAGA Counsel files the application or motion for approval of this Settlement, PAGA Counsel shall provide a copy of the Settlement to the LWDA. PAGA Counsel shall deliver the Court's Order granting approval of this Settlement to the Administrator. PAGA Counsel is also responsible for delivering the Court's Judgment to the LWDA as required by Labor Code § 2699(l)(3) ("A copy of the superior court's judgment in any civil action filed pursuant to this part ... shall be submitted to the agency within 10 days after entry of the judgment.").

6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

6.4. Dismissal of Proposed Class Claims. Simultaneously with the filing of the application or motion for approval of this Settlement, PAGA Counsel will file a request for dismissal of Plaintiff's proposed class claims without prejudice in accordance with California Rules of Court, rule 3.770.

6.5. Dismissal of the Action following Payment by Defendants. The Parties shall prepare

and submit a proposed Judgment to the Court within 14 days of the full funding of this Settlement by Defendants. The Order shall recite that Defendants have fully funded the Settlement and include a provision dismissing the matter with prejudice.

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation § 468B-1.

7.4. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise, including the following duties:

7.4.1. Within 7 days after AAIS provides Aggrieved Employee Data, the Administrator will mail a notice to each Aggrieved Employee that explains the settlement, states the PAGA Pay Periods worked by the Aggrieved Employee as contained in AAIS’ data to the Administrator, and explains that the Aggrieved Employee will have 30 days from the mailing of the notice to provide documentary evidence to correct any error in the number of Pay

Periods stated for the Aggrieved Employee (the “Notice”). The form of Notice is attached hereto as **Exhibit A**.

7.4.2. If the Administrator receives any documentary evidence from an Aggrieved Employee that shows a clear error in the reported PAGA Pay Periods, the Administrator will inform counsel for AAIS and provide copies of the evidence to counsel for AAIS, and AAIS will have 14 days to refute any Aggrieved Employee’s contention of error, after which time the Administrator will inform the Parties of its determination.

7.4.3. The Administrator will calculate amounts to be paid under this Settlement.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES

Based on its records, AAI estimates that, as of the date of this Settlement Agreement, (1) there will be approximately five (5) Aggrieved Employees who worked during the PAGA Period.

9. CONTINUING JURISDICTION AND WAIVER OF RIGHT TO APPEAL.

9.1. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement pursuant to Code of Civil Procedure § 664.6 for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.2. Waiver of Right to Appeal. Provided the Judgment is consistent with the material terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties’ obligations to perform under this Agreement

will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

10.1. No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by AAIS that any of the allegations in the Operative Complaint have merit or that AAIS has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that AAIS' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, AAIS reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest AAIS' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

10.3. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and AAIS, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

10.4. Cooperation. The Parties and their counsel will cooperate with each other and use their

1 best efforts, in good faith, to implement the Settlement by, among other things,
2 modifying the Settlement Agreement, submitting supplemental evidence and
3 supplementing points and authorities as requested by the Court. In the event the Parties
4 are unable to agree upon the form or content of any document necessary to implement
5 the Settlement, or on any modification of the Agreement that may become necessary to
6 implement the Settlement, the Parties will seek the assistance of a mediator and/or the
7 Court for resolution.

8 10.5. No Prior Assignments. The Parties separately represent and warrant that they have not
9 directly or indirectly assigned, transferred, encumbered, or purported to assign,
10 transfer, or encumber to any person or entity and portion of any liability, claim,
11 demand, action, cause of action, or right released and discharged by the Party in this
12 Settlement.

13 10.6. No Tax Advice. Neither Plaintiff, PAGA Counsel, AAIS nor Defense Counsel are
14 providing any advice regarding taxes or taxability, nor shall anything in this Settlement
15 be relied upon as such within the meaning of United States Treasury Department
16 Circular 230 (31 CFR Part 10, as amended) or otherwise.

17 10.7. Modification of Agreement. This Agreement, and all parts of it, may be amended,
18 modified, changed, or waived only by an express written instrument signed by all
19 Parties or their representatives, and approved by the Court.

20 10.8. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
21 the benefit of, the successors of each of the Parties.

22 10.9. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
23 governed by and interpreted according to the internal laws of the state of California,
24 without regard to conflict of law principles.

25 10.10. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
26 this Agreement. This Agreement will not be construed against any Party on the basis
27 that the Party was the drafter or participated in the drafting.

28 10.11. Confidentiality. To the extent permitted by law, all agreements made, and orders

entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

10.12. 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 AAIS 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 AAIS unless, prior to the Administrator's payment of all Settlement Funds, AAIS makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

10.13. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

10.14. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10.15. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

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To Plaintiff:

Kane Moon
kmoon@moonlawgroup.com
H. Scott Leviant
hsleviant@moonlawgroup.com
Mariam Ghazaryan
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

To Defendants:

Kevin D. Sullivan
ksullivan@ebglaw.com
EPSTEIN BECKER & GREEN, P.C.
1925 Century Park East, Suite 500
Los Angeles, California 90067
Telephone: (310) 556-8861

10.16. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure § 583.330 to extend the date to bring a case to trial under Code of Civil Procedure § 583.310 for the entire period of this settlement process.

Plaintiff: 3/25/2024

Dated: March __, 2024

DocuSigned by:
Ibrahim Sultani
0240FFA6AB55433...
By: _____
Ibrahim Sultani

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

Plaintiff's Counsel:

Dated: March 25, 2024

MOON LAW GROUP, PC

By: 
H. Scott Leviant

Attorneys for Plaintiff

Defendants:

Dated: March ___, 2024

AAI ASSOCIATES, INC.

By: _____
Print Name

Signature

Title

Dated: March ___, 2024

ADAMSON ASSOCIATES, INC

By: _____
Print Name

Signature

Title

Defendants' Counsel:

Dated: February ___, 2024

EPSTEIN BECKER & GREEN, PC

By: _____
Kevin Sullivan

Attorneys for Defendants AAI ASSOCIATES,
INC. and ADAMSON ASSOCIATES, INC.

Exhibit “A”

NOTICE OF PAGA SETTLEMENT AND RELEASE OF CLAIMS

Ibrahim Sultani v. AAI Associates, Inc., et. al.
(Los Angeles County Superior Court, Case No. 23STCV07165)

I. NOTICE OF PAGA SETTLEMENT

The Los Angeles County Superior Court (the “Court”) has approved a settlement in the lawsuit named above and filed by Ibrahim Sultani (“Plaintiff”) on behalf of himself, the State of California, and all other “aggrieved employees” against AAI Associates, Inc. (“AAI”) and Adamson Associates, Inc. (“ADAMSON”) (AAI and ADAMSON are referred herein as “AAIS”).

In this lawsuit, Plaintiff alleges that Defendants misclassified AAI’s entry-level architects as exempt, and, as a result, violated the California Labor Code by failing to: (1) pay minimum wages; (2) pay overtime compensation; (3) provide meal periods; (4) authorize and permit rest breaks; (5) indemnify necessary business expenses; (6) timely pay final wages at termination; (7) provide accurate itemized wage statements. Plaintiff is solely seeking civil penalties on behalf of the California Labor and Workforce Development Agency (“LWDA”) and other aggrieved employees under the Private Attorneys General Act (“PAGA”) for these alleged violations and any other violations of PAGA that arise from those same allegations.

Defendants deny these allegations. Defendants maintain that they were in compliance with the California Labor Code at all times and entered into this Settlement with no admission of liability and solely for the purposes of compromising and settling the action to avoid the cost and operational burden of continued litigation.

The Court made no determination about Plaintiff’s allegations. This Notice is not to be understood as a statement of any opinion by the Court as to the merits of the claim. You are receiving this Notice because you are in the group of employees referred to as the “Aggrieved Employees” defined as: all persons employed by AAI as entry-level architects in the State of California who were paid on a salary basis during the PAGA Period (the “PAGA Period” is April 3, 2022 through <<APPROVAL DATE>>).

II. CALCULATION OF INDIVIDUAL PAGA PAYMENTS

Each individual PAGA payment is based on the number of pay periods worked by each Aggrieved Employee in the PAGA Period (“PAGA Pay Periods”), divided by the total number of PAGA Pay Periods worked by all Aggrieved Employees. “PAGA Period” refers to the time period from April 3, 2022 through <<APPROVAL DATE>>. While you may have worked prior to April 3, 2022, those pay periods are not covered by this Settlement and are not included when calculating the individual PAGA payment to each Aggrieved Employee.

Calculated pursuant to the terms of the Settlement Agreement, your individual share of the PAGA Penalties is <<CHECKAMOUNT>>. This amount is based on AAI’s records showing that you worked _____ PAGA Pay Periods during the PAGA Period. If you believe that you worked more pay periods during the PAGA Period, you can submit a challenge by the deadline date.

You have until <<CHALLENGE DATE>> to challenge the number of PAGA Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. The Administrator’s contact information is listed below.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept AAI’s calculation of PAGA Pay Periods based on AAI’s records as accurate unless you send copies of records containing clearly contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve PAGA Pay Period challenges based on your submission and on input from Plaintiff’s Counsel and AAIS’ Counsel.

III. RELEASE

The Court has approved the parties’ FIRST AMENDED PAGA SETTLEMENT AGREEMENT (“Settlement”). By operation of the Settlement’s terms, the LWDA and the Aggrieved Employees, including Plaintiff, fully release and forever discharge the Released Parties from any and all Released Claims. As a result of this release, Aggrieved Employees will be unable to bring a claim under, or recover in any other claim brought under, the California Private Attorneys General Act, California Labor Code §§ 2698 *et seq.*, for any violations of the Released Claims that took place during the PAGA Period.

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

“Released Claims” means all claims, demands, rights, liabilities and causes of action under PAGA as asserted in the pleadings in the Action and/or the PAGA notice sent to the LWDA, dated March 30, 2023 (case no. LWDA-CM-945459-23), that arose during the PAGA Period, premised on the facts, claims, causes of action or legal theories as well as all claims, demands, rights, 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 lawsuit and the PAGA notice sent to the LWDA referenced above.

IV. SETTLEMENT ADMINISTRATOR

Name of Company: Phoenix Settlement Administrators

Email Address:

Mailing Address:

Telephone:

Fax Number:

Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Administrator shall direct all unclaimed funds to the Controller of the State of California within thirty (30) calendar days of their expiration, to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, for the benefit of those Aggrieved Employees who did not cash their checks, until such time that they claim their property. If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

PLEASE DO NOT CONTACT THE COURT ABOUT THIS NOTICE