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Attorneys for Defendants
SWEET ELLE FURNITURE & FABRICS LLC and LISA FAULKNER

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

JOSE AGUILAR,
Plaintiff,

v.

SWEET ELLE FURNITURE & FABRICS
LLC; LISA FAULKNER, AN
INDIVIDUAL; DOES 1-100 INCLUSIVE,
Defendants.

CASE NO.: 20STCV07256
Unlimited Jurisdiction

*Assigned for all purposes to the
Honorable David Sotelo, Dept. 40*

STIPULATION TO SETTLEMENT

Complaint Filed: February 21, 2020
Trial Date: Not Yet Set

This Stipulation of Resolution is made by and between the Named Plaintiff, JOSE AGUILAR ("Named Plaintiff"), on his own behalf and on behalf of all members of the PAGA Group, as defined below, on the one hand, and SWEET ELLE FURNITURE & FABRICS LLC ("Sweet Elle") and LISA FAULKNER ("Faulkner") (collectively "Defendants") on the other hand (collectively the "Parties"), in the lawsuit entitled *Jose Aguilar v. Sweet Elle Furniture & Fabrics LLC et al.*, filed in Los Angeles County Superior Court, Case No. 20STCV07256. This Stipulation of Resolution resolves all claims that were asserted or could have been asserted against Defendants pertaining to the PAGA claims in the Litigation.

1 **I. DEFINITIONS**

2 **A. Administrative Costs.** All administrative costs of settlement, including cost of
3 notice to the Settlement Group, administration, and any fees and costs incurred or charged by
4 the Settlement Administrator in connection with the execution of its duties under this Stipulation
5 of Settlement.

6 **B. Agreement.** The terms "Agreement" or "Settlement Agreement" are used
7 synonymously herein to mean this Stipulation of Resolution for purposes of Resolution.

8 **C. Plaintiff's Counsel.** The term "Plaintiff's Counsel" as used herein means:
9 Employment Lawyers Group, who are (or were at some time) counsel for and acting on behalf
10 of Named Plaintiff.

11 **D. PAGA Period.** The term "PAGA Period" or "Settlement Period" shall refer to
12 the time period from February 20, 2019 to January 26, 2021.

13 **E. Court.** The term "Court" as used herein means the Superior Court of the State
14 of California for the County of Los Angeles.

15 **F. Date of Approval.** The terms "Date of Approval" or "Approval" as used herein
16 mean the date of the PAGA Settlement Approval Hearing.

17 **G. Defendant.** The term "Defendant" as used herein means Sweet Elle Furniture
18 & Fabrics LLC.

19 **H. Litigation.** The term "Litigation" as used herein means the action entitled filed
20 in Los Angeles Superior Court, Case No. 20STCV07256.

21 **I. Named Plaintiff.** The term "Named Plaintiff" as used herein means Jose
22 Aguilar. The term Named Plaintiff shall be used synonymously with the term PAGA
23 Representative.

24 **J. Net Settlement Amount.** The term "Net Settlement Amount" as used herein
25 means the Settlement Amount minus any award of attorneys' fees and Litigation costs,
26 Administrative Costs, and the seventy-five percent (75%) of penalties payable to the LWDA
27 ("LWDA Payment") pursuant to California's Private Attorney General Act ("PAGA"), and as
28 provided in Sections VI and X, respectively.

1 **K. Net Settlement Payments.** The term “Net Settlement Payment(s)” shall include
2 payments made to the Settlement Group as part of the Resolution.

3 **L. LWDA Payment.** The term “LWDA Payment” as used herein means seventy-
4 five percent (75%) of the remainder of the Settlement Amount after the deduction of any award
5 of attorneys’ fees, Litigation costs, and Administrative Costs. This amount shall be calculated
6 as follows: Settlement Amount minus (Court approved amounts for attorneys’ fees, Litigation
7 costs, and Administrative Costs) times 75%.

8 **M. Resolution.** The term “Resolution” as used herein means this Agreement to
9 resolve the Litigation.

10 **N. Settlement Administrator.** The term “Settlement Administrator” as used herein
11 means Phoenix Class Action Administration Solutions, which will be responsible for the
12 administration of the Settlement Payment, as defined below, and all related matters.

13 **O. Settlement Agreement.** The terms “Settlement Agreement” or “Agreement” are
14 used synonymously herein to means this Stipulation of Resolution.

15 **P. Settlement Amount.** The terms “Settlement Amount” and “Gross Settlement
16 Fund” as used herein mean a fund in the sum of Twenty-Five Thousand Dollars and Zero Cents
17 (\$25,000.00) which shall be paid by Defendant, and from which all Net Settlement Payments,
18 Court approved attorneys’ fees and Litigation costs pursuant to Section XIII, Administrative
19 Costs pursuant to Section VIII, and distribution to the LWDA pursuant to Section XVI shall be
20 paid, except as provided herein.

21 **Q. PAGA Group.** The PAGA Group is defined as: All persons within the State of
22 California who are or were employed by Defendant or provided services to Defendant in the
23 State of California who were paid wages on an hourly basis and classified as non-exempt
24 between February 20, 2019 and January 26, 2021, and who worked overtime or double time
25 hours.

26 **II. BACKGROUND**

27 **A.** On April 29, 2020, Plaintiff filed his Complaint alleging a case of action for penalties
28 pursuant to Labor Code § 2699(f) for alleged violations and penalties based upon underlying

1 California Labor Code Sections 510, 1194 thereby purporting to violate California Labor Code
2 Sections 201, 204, 210, 215, 216, 226, and 558, which he contended provide for PAGA penalties
3 under California Labor Code Section 2699.3, California Labor Code Section 226 violations
4 purporting to violate California Labor Code Sections 226.3, 226.4, and 226.6 thereby creating
5 penalties under California Labor Code Section 2699.3.

6 Following the filing of the action, counsel for the Parties met and conferred with respect
7 to the potential settlement of the Litigation. Pursuant to these discussions, the Parties agreed to
8 exchange informal discovery and engage in private mediation. The Parties subsequently
9 exchanged informal discovery, including: the names and last known contact information of the
10 PAGA Group; information and documentation concerning the claims set forth in the Litigation,
11 such as documentation regarding Named Plaintiff's employment; information regarding the
12 number of putative PAGA Group members and the number of current versus former employees;
13 and the total pay periods worked by the PAGA Group.

14 B. Named Plaintiff and Plaintiff's Counsel have engaged in good faith, arms-length
15 negotiations. On January 26, 2021, the Parties participated in a mediation before Steve Cerveris
16 which resulted in a mediator's proposal. The Parties settled the case, subject to the Approval of
17 the Court, and finalization of a formal Stipulation for Resolution. The Parties have now entered
18 into a more detailed, formalized Settlement Agreement for submission to the Court for
19 Approval.

20 C. Plaintiff's Counsel has conducted an investigation of the law and facts relating
21 to the claims asserted in the Litigation and has concluded, taking into account the sharply
22 contested issues involved, the expense and time necessary to pursue the Litigation through trial
23 and any appeals, the risks and costs of further prosecution of the Litigation, the risk of an adverse
24 outcome, the uncertainties of complex litigation, and the substantial benefits to be received by
25 the Named Plaintiff and the members of the PAGA Group pursuant to this Agreement, that a
26 settlement with Defendant on the terms and conditions set forth herein is fair, reasonable,
27 adequate, and in the best interests of the PAGA Group. Named Plaintiff, on his own behalf and
28 as a representative pursuant to PAGA, has agreed to settle the Litigation with Defendant on the

1 terms set forth herein.

2 D. Defendant has concluded that, because of the substantial expense of defending
3 against the Litigation, the length of time necessary to resolve the issues presented herein, the
4 inconvenience involved, and the concomitant disruption to their business operations, it is in its
5 best interests to accept the terms of this Agreement. Defendant denies each of the allegations
6 and claims asserted against it in the Litigation. However, Defendant nevertheless desires to
7 settle the Litigation for the purpose of avoiding the burden, expense, and uncertainty of
8 continuing litigation and for the purpose of putting to rest the controversies engendered by the
9 Litigation.

10 E. This Agreement is intended to and does effectuate the full, final, and complete
11 resolution of all allegations and claims that were asserted, or could have been asserted, in the
12 Litigation by Named Plaintiff.

13 **III. JURISDICTION**

14 The Court has jurisdiction over the Parties and the subject matter of this Litigation. The
15 Litigation includes claims that, while Defendant denies them in their entirety, would, if proven,
16 authorize the Court to grant relief pursuant to the applicable statutes. After the Court has granted
17 Approval of the resolution, pursuant to California Code of Civil Procedure Section 664.6 the
18 Court shall retain jurisdiction of this action solely for the purpose of interpreting, implementing,
19 and enforcing this Resolution consistent with the terms set forth herein, and the Parties and their
20 counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing, and
21 enforcing this Agreement and all orders and judgments entered in connection therewith.

22 **IV. STATEMENT OF NO ADMISSION**

23 A. Defendant denies liability to Named Plaintiff and to the PAGA Group upon any
24 claim or cause of action. This Agreement does not constitute, and is not intended to constitute,
25 an admission by Defendant as to the merits, validity, or accuracy of any of the allegations or
26 claims made against it in the Litigation.

27 B. Nothing in this Agreement, nor any action taken in implementation thereof, nor
28 any statements, discussions or communications, nor any materials prepared, exchanged, issued

1 or used during the course of the negotiations leading to this Agreement or the Resolution, is
2 intended by the Parties to constitute, nor will any of the foregoing constitute, be introduced, be
3 used or be admissible in any way in this case or any other judicial, arbitral, administrative,
4 investigative, or other forum or proceeding as evidence of any violation of any federal, state, or
5 local law, statute, ordinance, regulation, rule, or executive order, or any obligation or duty at
6 law or in equity. The Parties themselves agree not to introduce, use, or admit this Agreement,
7 directly or indirectly, in this case or any other judicial, arbitral, administrative, investigative, or
8 other forum or proceeding, as purported evidence of any violation of any federal, state, or local
9 law, statute, ordinance, regulation, rule, or executive order, or any obligation or duty at law or
10 in equity, or for any other purpose. Notwithstanding the foregoing, this Agreement may be used
11 in any proceeding before the Court that has as its purpose the interpretation, implementation, or
12 enforcement of this Agreement or any orders or judgments of the Court entered in connection
13 with the Resolution.

14 C. None of the documents produced or created by Named Plaintiff or the PAGA
15 Group in connection with the claims procedures or claims resolution procedures constitute, and
16 they are not intended to constitute, an admission by Defendant of any violation of any federal,
17 state, or local law, statute, ordinance, regulation, rule, or executive order, or any obligation or
18 duty at law or in equity.

19 D. Nothing in this Agreement will be construed as an admission or
20 acknowledgement of any kind that any group should or would be given collective treatment in
21 the Litigation or in any other action or proceeding. Further, neither this Agreement nor the
22 Court's actions with regard to this Agreement will be admissible in any court or other tribunal
23 regarding the propriety of collective treatment. In the event that this Agreement is not approved
24 by the Judge or any appellate court, is terminated, or otherwise fails to be enforceable, Named
25 Plaintiff will not be deemed to have waived, limited, or affected in any way any claims, rights,
26 or remedies in the Litigation, and Defendant will not be deemed to have waived, limited, or
27 affected in any way any of their objections or defenses in the Litigation.
28

1 **V. RELEASE, DISMISSAL, AND CONFIDENTIALITY**

2 **A. Release as to All PAGA Group Members.**

3 Upon Approval by the Court of this Settlement and only after the Settlement has been
4 fully funded, and except as to rights or claims as may be created by this Agreement, Plaintiff
5 and each member of the PAGA Group, will release any and all claims and causes of action under
6 the California Private Attorneys' General Act of 2004 Cal. Lab. Code § 2698 (PAGA) against
7 Defendant, Defendant's parents, owners, subsidiaries, affiliates, their insurers, attorneys, and all
8 agents thereof, arising out of the facts and claims asserted in the Litigation for civil penalties
9 under PAGA based upon the following facts alleged: unpaid wages, including minimum wages,
10 regular wages, overtime, and double time wages; and, wage statement violations. This release
11 extends only to the penalties available through PAGA and does not release individual claims.

12 **B. Publicity.**

13 The Named Plaintiff and his counsel agree that they have not and will not publish the
14 Resolution. Named Plaintiff's counsel shall not issue any press releases or press statements
15 regarding the Settlement, identify Defendant or its counsel by name in any media including
16 Plaintiff's Counsel's website, or have any communications with the press or media about the
17 Lawsuit or the Settlement.

18 **VI. SETTLEMENT ADMINISTRATOR**

19 Named Plaintiff and Defendant, through their respective counsel, have selected Phoenix
20 Class Action Administration Solutions as the Settlement Administrator to administer the
21 Resolution, which includes but is not limited to distributing and responding to inquiries about
22 the Notice of Resolution and calculating all amounts to be paid from the Net Settlement Fund.
23 Charges and expenses of the Settlement Administrator are estimated to be \$1,819.35 and will
24 be paid from the Gross Settlement Amount. Any charges and/or expenses of the Settlement
25 Administrator greater than the estimated \$1,819.35, but not to exceed \$2,000, will be paid from
26 the Gross Settlement Amount. If the actual Settlement Administrator fees are less than the
27 Parties' estimation, the difference between the actual and estimated Settlement Administrator
28 fees will flow through to the Net Settlement Amount.

1 **VII. NOTICE**

2 Named Plaintiff and Defendant, through their respective attorneys, have jointly prepared
3 a Notice of Resolution (the "Notice"), in the form attached hereto as Exhibit "A" which in
4 substance will be provided to the members of the PAGA Group as follows:

5 As soon as practicable following Approval of the Resolution, but no later than twenty
6 (20) business days after the Court's Approval, Defendant will provide to the Settlement
7 Administrator the following information about each PAGA Group member: (1) name; (2) last
8 known home address; (3) number of pay periods as a PAGA Group member during the PAGA
9 period; and (4) social security number ("PAGA List").

10 The Settlement Administrator shall run all the addresses provided through the United
11 States Postal Service NCOA database (which provides updated addresses for any individual who
12 has moved in the previous four years who has notified the U.S. Postal Service of a forwarding
13 address) to obtain current address information. Within thirty (30) business days after the
14 Settlement Administrator's receipt of the PAGA List, the Settlement Administrator will mail
15 the Notice of Resolution together with a settlement payment to all PAGA Group members by
16 first-class United States mail, postage prepaid, with directions to the Postmaster to forward the
17 Notice and return all undeliverable Notices to the Settlement Administrator. For each Notice of
18 PAGA Settlement and settlement payment that is returned as undeliverable, the Settlement
19 Administrator shall promptly attempt to locate the Aggrieved Employee by performing an
20 additional skip trace and shall re-mail the Notice and settlement check no later than ten (10)
21 calendar days following receipt of the undeliverable Notice. The Notice will be provided in
22 English.

23 **VIII. COMPUTATION AND DISTRIBUTION OF PAYMENTS**

24 **A. Distribution Formula.**

25 Members of the PAGA Group will receive a lump sum payment as good and valuable
26 consideration for the waiver and release of claims set forth in Section V(A), above, in an amount
27 determined by the Settlement Administrator in accordance with the provisions of this
28 Agreement.

1 The lump sum payment to each member of the PAGA Group will be determined by
2 dividing the Net Settlement Amount by the total number of pay periods worked by all members
3 of the PAGA Group during the Settlement Period (the "Pay Period Amount") and then
4 multiplying the Pay Period Amount by the number of pay periods worked by the individual
5 PAGA member.

6 **B. Funding of Resolution.**

7 The funding of the Settlement Amount will be completed at one time with funds
8 provided to and escrowed by the Settlement Administrator. The funds used for the Settlement
9 Amount shall be paid to the Claims Administrator by Defendant within twenty (20) business
10 days of its receipt of a notice of entry of the Court's Approval order.

11 If a PAGA Group member is deceased at the time of distribution, the Settlement
12 Administrator shall distribute the deceased PAGA Group member's Net Settlement Payment to
13 the deceased PAGA Group member's legal heir(s). In the event of a dispute as to the legal heir(s),
14 the Settlement Administrator shall notify the executor of the deceased PAGA Group member's
15 estate and attempt to place the deceased PAGA Group member's payment in escrow or similar
16 disposition such that any competing heirs may take whatever action they wish to resolve ultimate
17 disposition of such money and the Settlement Administrator and the Parties hereto may disclaim
18 any further interest in or obligation in relation to such money.

19 If a check is returned to the Settlement Administrator as undeliverable, the Settlement
20 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip
21 trace search and, if another address is identified, shall mail the check to the newly identified
22 address. If the Settlement Administrator is unable to obtain a valid mailing address through this
23 process, the monies represented by the check shall be turned over according to the below
24 procedures.

25 Settlement checks will specifically indicate that they are void if not negotiated within
26 one hundred eighty 180 days of their issuance. Any settlement checks that remain uncashed one
27 hundred eighty (180) or more calendar days after issuance by the Settlement Administrator shall
28 be voided. The Settlement Administrator will remit the entire amount of each PAGA Group

1 member's uncashed Individual Settlement Payment to the California State Controller for deposit
2 in the Unclaimed Property Fund in the name of the PAGA Group member to whom the uncashed
3 Individual Settlement Payment was drafted.

4 **C. Time for Distribution of the Attorney Fees, Costs, and LWDA Payment.**

5 The Settlement Administrator shall cause the Court approved attorney's fees and
6 Litigation costs and LWDA Payment to be paid within 10 days of the Court's approval of this
7 Agreement.

8 **IX. NO CONTRIBUTIONS TO EMPLOYEE BENEFIT PLAN**

9 The amounts paid under this Agreement do not represent a modification of any
10 previously credited hours of service under any employee benefit plan, policy, or bonus program
11 sponsored by Defendant. Such amounts will not form the basis for additional contributions to,
12 benefits under, or any other monetary entitlement under, benefit plans (self-insured or not)
13 sponsored by Defendant, policies, or bonus programs. Any payments made under the terms of
14 this Resolution shall not be applied retroactively, currently, or on a going forward basis as salary,
15 earnings, wages, or any other form of compensation for the purposes of Defendant's benefit
16 plan, policy, or bonus program. Defendant retains the right to modify the language of its benefit
17 plans, policies and bonus programs to effect this intent and to make clear that any amounts paid
18 pursuant to this Resolution are not for "hours worked," "hours paid," "hours of service," or any
19 similar measuring term as defined by applicable plans, policies and bonus programs for purpose
20 of eligibility, vesting, benefit accrual or any other purpose, and that additional contributions or
21 benefits are not required by this Resolution.

22 **X. PLAINTIFF'S COUNSEL'S ATTORNEYS' FEES AND LITIGATION COSTS**

23 Defendant shall not oppose an application by Plaintiff's Counsel for, and Plaintiff's
24 Counsel shall not seek or receive an amount in excess of Ten Thousand Dollars and Zero Cents
25 (\$10,000.00) which represents 40% of the Settlement Amount for all past and future attorneys'
26 fees necessary to prosecute, settle, and administer the Litigation and this Resolution.
27 Additionally, Defendant shall not oppose an application by Plaintiff's Counsel for, and
28 Plaintiff's Counsel shall not seek or receive an amount in excess of, Three Thousand Dollars

1 (\$3,000.00), which represents all past and future Litigation costs and expenses necessary to
2 prosecute, settle, and administer the Litigation and this Resolution. Any attorneys' fees or
3 Litigation costs awarded to Plaintiff's Counsel by the Court shall be deducted from the
4 Settlement Amount for the purpose of determining the Net Settlement Amount. This amount
5 shall include all attorneys' fees, Litigation costs, and expenses for which Named Plaintiff and
6 Plaintiff's Counsel could claim under any legal theory whatsoever. Should the Court approve a
7 lesser percentage or amount of fees and/or Litigation costs than the amount that Plaintiff's
8 Counsel ultimately seeks, then the unapproved portion or portions shall revert to the Net
9 Settlement Amount.

10 **XI. TAXATION AND ALLOCATION**

11 For withholding tax characterization purposes and payment of taxes, the Net Settlement
12 Amount shall be deemed and is allocated by the Parties as follows ("Net Settlement
13 Allocation"): 100% as penalties.

14 All PAGA Group members who cash their settlement check may receive an IRS Form
15 1099 for their portion of the settlement, if deemed required by the Settlement Administrator (in
16 compliance with IRS guidelines).

17 **XII. COURT APPROVAL**

18 This Agreement and the Resolution is contingent upon Approval by the Court. Named
19 Plaintiff and Defendant agree to take all steps as may be reasonably necessary to secure
20 Approval of the Resolution, to the extent not inconsistent with the terms of this Agreement, and
21 will not take any action adverse to each other in obtaining Court Approval of the Resolution in
22 all respects.

23 **XIII. APPRISAL AND CERTIFICATION BY THE SETTLEMENT**
24 **ADMINISTRATOR.**

25 The Settlement Administrator shall keep Plaintiff's Counsel and Defendant's Counsel
26 apprised of all distributions from the Settlement Amount. Upon completion of administration
27 of the Settlement, the Settlement Administrator shall provide written certification of such
28 completion to Plaintiff's Counsel and Defendant's Counsel. The Settlement Administrator shall

1 also provide Defendant with a final accounting, including the names of payees and Net
2 Settlement Payments.

3 **XIV. MISCELLANEOUS PROVISIONS**

4 **A. Stay of Litigation.**

5 Named Plaintiff and Defendant agree to the stay of all discovery in the Litigation,
6 pending Approval of the Resolution by the Court.

7 **B. Interpretation of the Agreement.**

8 This Agreement constitutes the entire agreement between Named Plaintiff and
9 Defendant as to the PAGA portion of the Litigation; Named Plaintiff and Defendant have a
10 separate agreement as to Named Plaintiff's individual claims. Except as expressly provided
11 herein, this Agreement has not been executed in reliance upon any other written or oral
12 representations or terms, and no such extrinsic oral or written representations or terms shall
13 modify, vary, or contradict its terms. In entering into this Agreement, the Parties agree that this
14 Agreement is to be construed according to its terms and may not be varied or contradicted by
15 extrinsic evidence. The Agreement will be interpreted and enforced under the laws of the State
16 of California, both in its procedural and substantive aspects, without regard to its conflict of
17 laws provisions. Any claim arising out of or relating to the Agreement, or the subject matter
18 hereof, will be resolved solely and exclusively in the Superior Court of the State of California
19 for the County of Los Angeles, and Named Plaintiff and Defendant hereby consent to the
20 personal jurisdiction of the Judge over them solely in connection therewith. The foregoing is
21 only limited to disputes concerning this Agreement and in no way limits or negates the
22 enforceability and effect of any other agreements signed by employees of Defendant. Named
23 Plaintiff, on his own behalf and on behalf of the PAGA Group, and Defendant participated in
24 the negotiation and drafting of this Agreement and had available to it the advice and assistance
25 of independent counsel. As such, neither Named Plaintiff nor Defendant may claim that any
26 ambiguity in this Agreement should be construed against the other.

27 The terms and conditions of this Agreement constitute the exclusive and final
28 understanding and expression of all agreements between Named Plaintiff and Defendant with

1 respect to the Resolution of the Litigation. The Agreement may be modified only by a writing
2 signed by counsel for all Parties or their successors-in-interest.

3 **C. Further Cooperation.**

4 Named Plaintiff and Defendant and their respective attorneys shall proceed diligently to
5 prepare and execute all documents, to seek Approval from the Court, and to do all things
6 reasonably necessary or convenient to consummate the Agreement as expeditiously as possible.

7 **D. Confidentiality of Documents.**

8 Named Plaintiff, the Settlement Administrator, and Plaintiff's Counsel shall maintain
9 the confidentiality of all documents and information related to the members of the PAGA Group,
10 declarations, and other information obtained in the Litigation, including documents and
11 information exchanged in discovery, unless necessary for appeal or such documents are ordered
12 to be disclosed by the Judge or by a subpoena.

13 **E. Counterparts.**

14 The Agreement may be executed in one or more actual or non-original counterparts, all
15 of which will be considered one and the same instrument and all of which will be considered
16 duplicate originals.

17 **F. Authority.**

18 Each individual signing below warrants that he or she has the authority to execute this
19 Agreement on behalf of the party for whom or which that individual signs.

20 **G. No Third-Party Beneficiaries.**

21 Named Plaintiff, members of the PAGA Group, Defendant, and Released Entities are
22 direct beneficiaries of this Agreement, but there are no third-party beneficiaries.

23 **H. Force Majeure.**

24 The failure of any party to perform any of its obligations hereunder shall not subject such
25 party to any liability or remedy for damages, or otherwise, where such failure is occasioned in
26 whole or in part by acts of God, fires, accidents, earthquakes, other natural disasters, explosions,
27 floods, wars, interruptions or delays in transportation, power outages, labor disputes or
28 shortages, shortages of material or supplies, governmental laws, restrictions, rules or

1 regulations, sabotage, terrorist acts, acts or failures to act of any third parties, or any other similar
2 or different circumstances or causes beyond the reasonable control of such party.

3 **I. Deadlines Falling on Weekends or Holidays.**

4 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday,
5 or legal holiday, that deadline shall be continued until the following business day.

6 **J. Severability.**

7 In the event that any one or more of the provisions contained in this Agreement shall for
8 any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
9 unenforceability shall in no way effect any other provision if Defense Counsel and Plaintiff's
10 Counsel, on behalf of the Parties and the PAGA Group, mutually elect in writing to proceed as
11 if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

12 **K. Defendant's Fees and Costs**

13 All of Defendant's own legal fees, costs, and expenses incurred in this Action shall be
14 borne by Defendant.

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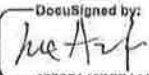
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APPROVED AS TO CONTENT

DATE: March 4, 2021

DocuSigned by:

1773FA427CB144A
JOSE AGUILAR

DATE:

Lisa Faulkner
By: LISA FAULKNER
For: SWEET ELLE FURNITURE & FABRICS
LLC

APPROVED AS TO FORM

DATED: March 4, 2021

EMPLOYMENT LAWYERS GROUP

By: 
KARL GERBER
Attorney for Plaintiff Jose Aguilar

DATED: March 5, 2021

FISHER & PHILLIPS LLP

By: 
NICOLE GOLOB
Attorneys for Defendants
SWEET ELLE FURNITURE & FABRICS LLC
and LISA FAULKNER

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

**NOTICE OF PAGA SETTLEMENT AND
RELEASE**

To [NAME]:

The enclosed check is your share of a court-approved representative action settlement between Plaintiff Jose Aguilar ("Plaintiff"), and Defendant Sweet Elle Furniture & Fabrics LLC ("Defendant"). Plaintiff filed a lawsuit against Defendant as the representative of the State of California and Defendant's other current and former employees who performed work in California. Plaintiff asserted claims against Defendant under California Labor Code § 2698 *et seq.*, also known as the Private Attorneys General Act ("PAGA"), based on the alleged failure by Defendant to pay its employees who worked overtime or double time hours at the appropriate rates of pay. PAGA penalties allow a private individual who is not the government to obtain penalties normally only obtainable by the government. Defendant denies that it violated the law in any way but agreed to enter into a settlement to avoid the cost and disruption of litigation.

As a current or former employee of Defendant between February 20, 2019 and January 26, 2021, you are covered by this settlement. Per the Court's final judgment in this case, all people covered by the settlement have released any and all claims for civil penalties under PAGA arising from Defendant's alleged failure to pay its employees who worked overtime or double time hours at the appropriate rates of pay through January 26, 2021. This means that you are not able to pursue a PAGA lawsuit against Defendant based on such claims. This is not a settlement of your individual right to bring claims outside of PAGA, unless you have already signed a release with Defendant regarding the issues outlined above.

The enclosed check is your share of the settlement. The payment amount was calculated based on the number of pay periods you worked for Defendant during the period between February 20, 2019 and January 26, 2021. Because this calculation was approved by the Court, the amount of your payment is final and cannot change. Enclosed with your check is an IRS Form 1099. Please note that no taxes were withheld from your payment, so it will be your responsibility to pay any taxes that may be due. You should consult with your own tax accountant with regard to any questions that you may have concerning any taxes that may be due. Further, you are bound by the settlement and release of claims based on the Court's final judgment whether or not you cash or deposit the enclosed check.

If you have any questions or would like more information about the settlement or this lawsuit, you may contact the Claims Administrator at [Claims Administrator], [Address], [Telephone Number].

EXHIBIT A