

LAVI & EBRAHIMIAN, LLP

FISHER & PHILLIPS LLP

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES - CENTRAL DISTRICT**

**JOINT STIPULATION OF SETTLEMENT
PAGA ACTION**

I. DEFINITIONS

A. Action.

B. Administrative Costs.

C. Agreement.

D. Court.

E. Date of Approval.

F. Defendant.

G. Defense Counsel.

H. Effective Date

I. LWDA.

J. LWDA Payment

K. Net Settlement Amount.

L. Net Settlement Payments.

M. Notice of Resolution.

N. PAGA Group or Aggrieved Employee(s).

O. PAGA Group Portion.

P. PAGA List.

Q. PAGA Period.

R. Plaintiff.

S. Plaintiff's Counsel.

T. Settlement Administrator.

U. Settlement Agreement.

V. Settlement Amount.

II. BACKGROUND

A.

B.

C.

D.

E.

F.

G.

H.

III. JURISDICTION

IV. STATEMENT OF NO ADMISSION

A.

B.

C.

D.

V. RELEASE, DISMISSAL, AND CONFIDENTIALITY

A. Release as to PAGA Claims.

B. Publicity.

VI. SETTLEMENT ADMINISTRATOR

VII. NOTICE

A.

Exhibit A

VIII. COMPUTATION AND DISTRIBUTION OF PAYMENTS

A. Distribution Formula.

B. Funding of Resolution.

C. Time for Distribution of the Attorneys' Fees, Costs and LWDA Payment.

IX. NO CONTRIBUTIONS TO EMPLOYEE BENEFIT PLAN

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

XI. TAXATION AND ALLOCATION

A.

B.

C.

XII. COURT APPROVAL

**XIII. APPRIASAL AND CERTIFICATION BY THE SETTLEMENT
ADMINISTRATOR.**

XIV. MISCELLANEOUS PROVISIONS

A. Stay of Action.

B. Interpretation of This Agreement.

C. Further Cooperation.

D. Confidentiality of Documents.

E. Counterparts.

F. Authority.

G. No Third-Party Beneficiaries.

H. Force Majeure.

I. Deadlines Falling on Weekends or Holidays.

J. Severability.

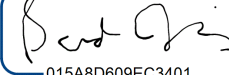
Counsel, on behalf of the Parties and the PAGA Group, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

K. Defendants' Fees and Costs

All of Defendants' own legal fees, costs and expenses incurred in this Action shall be borne by Defendants.

APPROVED AS TO CONTENT

DATE: September 7, 2022, 2022

DocuSigned by:

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SANDRA JIMENEZ

DATE: _____, 2022

By:

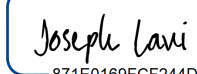
For: EGO, INC.

APPROVED AS TO FORM

DATE: September 7, 2022, 2022

LAVI & EBRAHIMIAN, LLP

By:

DocuSigned by:

 871E0169FCF244D...

Joseph Lavi
 Vincent C. Granberry
 Melissa A. Huether
 Attorneys for Plaintiff Sandra Jimenez

DATE: _____, 2022

FISHER & PHILLIPS LLP

By:

Todd Scherwin
 Shaun J. Voigt
 Victoria Shin
 Attorneys for Defendant

DS


K. Defendants' Fees and Costs

APPROVED AS TO CONTENT

9/8/2022

DocuSigned by:

Andrea Brault, MD, FACEP, MMM

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Andrea Brault, MD, FACEP, MMM

APPROVED AS TO FORM

LAVI & EBRAHIMIAN, LLP

9/12

FISHER & PHILLIPS LLP

Victoria Shin

Exhibit A

NOTICE OF PAGA RESOLUTION

Sandra Jimenez v. EGO, Inc.

Superior Court of the State of California for the County of Los Angeles
Case No. 21STCV26796

<<Name>>

<<Address>>

<<City>>, <<State>> <<Zip Code>>

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I. NOTICE OF PAGA SETTLEMENT

The Los Angeles County Superior Court (the “Court”) has approved a settlement in the above-captioned action filed by Sandra Jimenez (“Plaintiff”) on behalf of herself and all other allegedly aggrieved employees.

In this lawsuit, Plaintiff is seeking to recover civil penalties on behalf of the California Labor and Workforce Development Agency (“LWDA”) and other aggrieved employees under the California Private Attorneys General Act (“PAGA”). These civil penalties are based on Plaintiff’s allegations that defendant EGO, Inc. (“Defendant”) violated California state wage and hour laws governing: meal and rest breaks; unpaid wages, including minimum wages, regular wages, overtime, and double time wages, and all theories for or related to nonpayment of such wages; wage statement violations; and separation pay violations.

The Court has ***not*** made a determination about Plaintiff’s claims. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of Plaintiff’s claims.

Defendant denies Plaintiff’s allegations. Defendant maintains that the Company was in compliance with the California Labor Code at all times and enters 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.

You are receiving this Notice because you are in the group of employees referred to as “Aggrieved Employees” for purposes of settlement only, which is defined as: (a) All persons within the State of California who are or were employed by Defendant as hourly, non-exempt employees in the State of California at any time within the PAGA Period. The “PAGA Period” is defined as the period from April 30, 2020 to April 11, 2022.

II. CALCULATION OF INDIVIDUAL PAGA PAYMENT

Each individual PAGA payment was calculated on a proportional basis based on the number of pay periods worked by that individual during the PAGA Period. Your individual PAGA payment has been calculated at \$[AMOUNT PAID TO THIS EMPLOYEE]. Your payment is enclosed with this Notice. The amount paid to each Aggrieved Employee will be allocated as follows: one-hundred percent (100%) will be attributed to penalties and will be reported on an IRS Form 1099.

The Parties agree that all Aggrieved Employees who receive payment pursuant to this settlement will be responsible for any and all tax obligations associated with such receipt. **You will be responsible for correctly characterizing this compensation for tax purposes and paying any taxes that may be due on the payment you receive. Neither Counsel for Plaintiff, Counsel for Defendant, nor the Settlement Administrator may legally provide you with advice regarding the tax implications of the receipt of this settlement payment.**

III. RELEASE

The Court has approved the Parties' Settlement Agreement ("Settlement"). By operation of the Settlement's terms, Plaintiff, as a representative of the State of California, the PAGA Group, and the State of California will release any and all claims and causes of action, known or unknown, contingent or accrued, against Defendant, Defendant's parents, subsidiaries, officers, directors, affiliates, their insurers, attorneys, shareholders, executives, managers, and all agents thereof (collectively "Released Parties"), arising out of the facts and claims asserted in the Action for civil penalties under the Private Attorney General Act of 2004 Cal. Lab. Code § 2698 based upon the facts alleged, for violations of the California Labor Code governing: meal and rest breaks; unpaid wages, including minimum wages, regular wages, overtime, and double time wages, and all theories for or related to nonpayment of such wages and/or payment of such wages at the incorrect rate(s) of pay; wage statement violations and/or failure to maintain accurate records; failure to timely pay wages during employment; separation pay violations; and any other penalties which could be asserted based on the allegations alleged against Defendant in Plaintiff's LWDA letter sent on April 30, 2021 and the Action, including but not limited to Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197, and 1198, as well as the applicable IWC Wage Order(s).

Upon entry of the Order approving the Settlement, any Aggrieved Employee covered by the Settlement will be barred from proceeding with any claim released in this Settlement.

IV. SETTLEMENT ADMINISTRATOR

**** PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE ****

You may call the Settlement Administrator at [ADMINISTRATOR INFO] with any questions.

Settlement checks will be void 180 days after issuance if not deposited or cashed. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement. If you do not cash or otherwise deposit your check, after 180 days, it will be transmitted to the California State Controller's Office in the Unclaimed Property Fund in your name.