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

KATHERINE HARRIS, on behalf of
herself and other aggrieved employees,

Plaintiff,

vs.

PLATINUM CLEANING OF
INDIANAPOLIS, LLC; and DOES 1 to 100,
inclusive,

Defendants.

CASE NO. 21STCV32089
[Unlimited Jurisdiction - PAGA]

[ASSIGNED FOR ALL PURPOSES TO THE
Theresa M. Traber, Dept. 47]

**JOINT STIPULATION OF SETTLEMENT
OF PAGA ACTION**

Complaint: August 30, 2021
Trial Date: None Set

1 This Joint Stipulation of Settlement of PAGA Action is made by and between the
2 Plaintiff, Katherine Harris ("Plaintiff"), on her own behalf and on behalf of all members of the
3 PAGA Group, as defined below, on the one hand, and Platinum Cleaning of Indianapolis, LLC
4 ("Defendant") on the other hand (collectively the "Parties"), in the lawsuit entitled *Katherine*
5 *Harris, on behalf of herself and others similarly situated v. Platinum Cleaning of Indianapolis,*
6 *LLC, and Does 1 to 100*, filed in Los Angeles County Superior Court, Case No. 21STCV32089.
7 This Joint Stipulation of Settlement of PAGA Action resolves all claims that were asserted or
8 could have been asserted against Defendants arising out of the facts alleged in the Action.

9 **I. DEFINITIONS**

10 **A. Action.** The term "Action" as used herein means the action entitled *Katherine*
11 *Harris, on behalf of herself and others similarly situated v. Platinum Cleaning of Indianapolis,*
12 *LLC, and Does 1 to 100*, filed in Los Angeles County Superior Court, Case No. 21STCV32089.

13 **B. Administrative Costs** means all administrative costs of settlement, including
14 cost of notice to the PAGA Group, administration, and any fees and costs incurred or charged
15 by the Settlement Administrator in connection with the execution of its duties under this Joint
16 Stipulation of Settlement of PAGA Action.

17 **C. Agreement.** The terms "Agreement" or "Settlement Agreement" are used
18 synonymously herein to mean this Joint Stipulation of Settlement of PAGA Action for purposes
19 of resolution.

20 **D. Court.** The term "Court" as used herein means the Superior Court of the State
21 of California for the County of Los Angeles.

22 **E. Date of Approval.** The terms "Date of Approval" or "Approval" as used herein
23 mean the date the Court enters an order granting approval of this Settlement Agreement.

24 **F. Defendant.** The term "Defendant" as used herein means: Platinum Cleaning of
25 Indianapolis, LLC.

26 **G. Defense Counsel.** The term "Defense Counsel" as used herein means:
27 LIGHTGABLER who are counsel for and acting on behalf of Defendant.

28 **H. Enhancement Award.** The term "Enhancement Award" means an award in the

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1 amount of Two Thousand Five Hundred Dollars (\$2,500.00) as a payment to Plaintiff for her
2 time and effort in bringing this litigation to which Defendant will not object.

3 **I. LWDA.** The term "LWDA" means the Labor Workforce Development Agency.

4 **J. LWDA Payment.** The term "LWDA Payment" as used herein means seventy-
5 five percent (75%) of the Net Settlement Amount which will be distributed to the LWDA in
6 accordance with California Labor Code section 2699(i).

7 **K. Net Settlement Amount.** The term "Net Settlement Amount" as used herein
8 means the Gross Settlement Amount minus any award of attorneys' fees and litigation costs,
9 Plaintiff's Enhancement Award, and Administrative Costs.

10 **L. Net Settlement Payments.** The term "Net Settlement Payment(s)" means
11 payments made to the PAGA Group.

12 **M. Notice of Resolution.** The Notice of PAGA Resolution is the document attached
13 hereto as Exhibit "A."

14 **N. PAGA Group or Aggrieved Employee(s).** The PAGA Group is defined as: all
15 non-exempt current and former employees of Defendant within the State of California at any
16 time during the time period from June 23, 2020 to April 26, 2022.

17 **O. PAGA Group Portion.** The PAGA Group Portion shall mean the remaining
18 twenty-five percent (25%) of the Net Settlement Amount designated to the PAGA Group. The
19 PAGA Group Portion will be distributed to the PAGA Group on a *pro rata* basis based on his
20 or her number of pay periods during the PAGA Period.

21 **P. PAGA List.** A list of the Aggrieved Employees including: (1) name; (2) last
22 known home address; (3) number of pay periods as a PAGA Group member during the PAGA
23 period (and any other employment information that may be necessary to calculate each PAGA
24 Group Members' Net Settlement Payment); and (4) social security number.

25 **Q. PAGA Period.** The term "PAGA Period" or "Settlement Period" shall refer to the
26 time period from June 23, 2020 to April 26, 2022.

27 **R. Plaintiff.** The term "Plaintiff" as used herein means Katherine Harris. The term
28 Plaintiff shall be used synonymously with the term "PAGA Representative".

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1 **S. Plaintiff's Counsel.** The term "Plaintiff's Counsel" as used herein means: LAVI
2 & EBRAHIMIAN, LLP who are counsel for and acting on behalf of Plaintiff.

3 **T. Settlement Administrator.** The term "Settlement Administrator" as used herein
4 means Phoenix Class Action Settlement Administration Solutions, which will be responsible for
5 the administration of the Settlement Payment, as defined below, and all related matters.

6 **U. Settlement Agreement.** The terms "Settlement Agreement" or "Agreement" are
7 used synonymously herein to means this Joint Stipulation of Settlement of PAGA Action.

8 **V. Gross Settlement Amount.** The terms "Gross Settlement Amount" and "Gross
9 Settlement Fund" as used herein mean a fund in the sum of Two Hundred Sixty-Nine Thousand
10 Dollars and Zero Cents (\$269,000.00) which shall be paid by Defendant, and from which all
11 Net Settlement Payments, Court approved attorneys' fees and litigation costs pursuant to Section
12 X, Administrative Costs pursuant to Section VI, Enhancement Award pursuant to Section XI,
13 and distribution to the LWDA pursuant to Section VIII(C) shall be paid, except as provided
14 herein. The Gross Settlement Amount is for approximately 14,099 pay periods during the PAGA
15 period and 557 Aggrieved Employees. In the event the actual number of the pay periods during
16 the PAGA period increase by more than 10% from the 14,099 pay periods, the Gross Settlement
17 Amount shall increase pro rata each percent above 10%.

18 **II. BACKGROUND**

19 **A.** On June 23, 2021, Plaintiff submitted a letter to the LWDA alleging violations
20 of wage and hour laws including failure to pay all minimum wages, failure to pay all overtime
21 wages, failure to provide meal breaks, failure to provide rest breaks, failure to issue payment of
22 wages in a legally permissible manner, failure to pay wages during employment, failure to
23 provide accurate wage statements, and failure to timely pay final wages. On August 30, 2021,
24 Plaintiff filed the Action alleging a single cause of action for penalties pursuant to Labor Code
25 § 2699(f) for alleged violations and penalties under Labor Code §§2699(f), 201, 202, 203, 204,
26 212, 226, 226.7, 510, 512, 1194, and 1197, as well as the IWC Wage Order. In the Action,
27 Plaintiff alleges that Defendant failed to provide meal breaks and failed to authorize and permit
28 legally compliant rest breaks each day and failed to provide premium pay for the alleged meal

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1 and rest break violations. Plaintiff further alleges that minimum, overtime and double time
2 wages were not properly paid. Plaintiff also alleges that Defendant failed to pay Plaintiff in a
3 legally permissible manner. Moreover, Plaintiff alleges that the employees received inaccurate
4 wage statements and were not paid all wages owed upon termination and/or resignation or
5 during employment.

6 **B.** Following the filing of the Action, counsel for the Parties met and conferred with
7 respect to the potential settlement of the Action. Pursuant to these discussions, the Parties agreed
8 to exchange informal discovery and engage in private mediation. The Parties subsequently
9 exchanged informal discovery, including: a substantial sampling of the timekeeping and payroll
10 records of the PAGA Group; information and documentation concerning the claims set forth in
11 the Action, such as Defendants' employee handbooks and policies and procedures regarding the
12 payment of wages, meal and rest breaks, meal period waiver, and time keeping; information
13 regarding the number of putative PAGA Group members and the number of current versus
14 former employees; and the total workweeks and pay periods worked by the PAGA Group.

15 **C.** Plaintiff and Plaintiff's Counsel have engaged in good faith, arms-length
16 negotiations. On October 28, 2021, the Parties participated in a mediation before mediator Todd
17 A. Smith, Esq. and reached a resolution of this matter after a mediator's proposal, subject to the
18 Approval of the Court, and finalization of a formal Joint Stipulation of Settlement of PAGA
19 Action. The Parties have now entered into a more detailed, formalized Settlement Agreement
20 for submission to the Court for Approval.

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

1 to PAGA, has agreed to settle the Action with Defendant on the terms set forth herein.

2 E. Defendant has concluded that, because of the substantial expense of defending
3 against the Action, 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 Action. However, Defendant nevertheless desires to settle
7 the Action for the purpose of avoiding the burden, expense and uncertainty of continuing
8 litigation and for the purpose of putting to rest the controversies engendered by the Action.

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

12 **III. JURISDICTION**

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

22 **IV. STATEMENT OF NO ADMISSION**

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

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

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

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

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

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

2 **A. Release as to PAGA Claims.**

3 Upon Approval by the Court of this Settlement and Defendant's full funding of the
4 Settlement Amount, Plaintiff and the PAGA Employee Group shall release all PAGA claims
5 against Defendant, including Defendant's joint employers, staffing companies, respective
6 officers, directors, shareholders, agents, assigns, attorneys, insurers, agents, independent
7 contractors, employees, predecessor, successors, parents, subsidiaries, affiliated, related entities
8 or other representatives of any kind, and related parties that have been asserted in the operative
9 Complaint (hereinafter collectively the "Released Parties"), which includes the *California*
10 *Labor Code* Private Attorneys General Act of 2004 (PAGA) claims based on Defendant's
11 alleged failure to pay minimum wages, overtime wages, provide meal and rest periods, failure
12 to pay wages in a legally-permissible manner, failure to timely pay wages during employment,
13 failure to provide accurate itemized wage statements, failure to timely pay wages at termination,
14 and all other claims and allegations made or which could have been made in the Action based
15 on the facts and allegations pled in the operative Complaint and PAGA Notice to the LWDA,
16 from June 26, 2020 through April 26, 2022.

17 **B. Publicity.**

18 The Plaintiff agrees that she has not and will not publish the Settlement. By way of this
19 settlement, Plaintiff directs her counsel not to issue any press releases or press statements
20 regarding the Settlement, identify Defendant or Defense Counsel by name in any media
21 including Plaintiff's Counsel's website, or have any communications with the press or media
22 about the Action or the Settlement. However, nothing in the provision shall be construed from
23 preventing the Parties from taking following actions: (a) Plaintiff's counsel shall be allowed to
24 refer to the Action and Settlement in other litigations to support their adequacy as attorneys for
25 a putative class or PAGA group or to justify an award of attorneys' fees; (b) the Parties shall
26 have the right to disclose the Settlement Agreement as may be required under federal or state
27 tax and/or securities laws or under Generally Accepted Accounting Principles; (c) the Parties
28 shall have the right to disclose the Settlement to third parties without identifying the case name,

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1 case number, facts that would reasonably identify the Defendant, or names of any of the Parties
2 or Released Parties; (d) the Parties may refer to the Settlement Agreement, describe its terms,
3 and file the Settlement Agreement with the Court, the LWDA, and the Settlement Administrator
4 in connection with any proceedings which are reasonably necessary to obtain Approval of the
5 Settlement; and (e) the Parties or their representatives may communicate with accountants or
6 legal advisors regarding the Settlement. Except for the previously listed exceptions, in response
7 to any inquiries about the Action, the Parties may state that “the matter has been resolved.”

8 **VI. SETTLEMENT ADMINISTRATOR**

9 Plaintiff and Defendant, through their respective counsel, have selected Phoenix Class
10 Action Administration Solutions as the Settlement Administrator to administer the Settlement,
11 which includes but is not limited to distributing and responding to inquiries about the Notice of
12 PAGA Resolution and calculating all amounts to be paid from the Net Settlement Fund. Charges
13 and expenses of the Settlement Administrator, estimated to be Eight Thousand Dollars
14 (\$8,000.00), will be paid from the Gross Settlement Amount. Any charges and expenses of the
15 Settlement Administrator greater than the allocated Eight Thousand Dollars (\$8,000.00) will
16 come from the Gross Settlement Amount. If the actual Settlement Administrator fees are less
17 than the Parties’ estimation, the difference between the actual and estimated Settlement
18 Administrator fees will be included in the Net Settlement Amount.

19 **VII. NOTICE**

20 A. Plaintiff and Defendant, through their respective attorneys, have jointly prepared
21 a Notice of PAGA Resolution, in the form attached hereto as “**Exhibit A**” which in substance
22 will be provided to the members of the PAGA Group as follows:

23 (1) As soon as practicable following Approval of the Settlement, but no later
24 than fifteen (15) court days after the Court’s Approval, Defendant will provide to the Settlement
25 Administrator the PAGA List.

26 (2) The Settlement Administrator shall run all the addresses provided through
27 the United States Postal Service NCOA database (which provides updated addresses for any
28 individual who has moved in the previous four years who has notified the U.S. Postal Service of

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1 a forwarding address) to obtain current address information.

2 (3) Within twenty-one (21) calendar days after the Settlement Administrator's
3 receipt of the PAGA List, the Settlement Administrator will mail the Notice of PAGA Resolution
4 together with a settlement payment to all PAGA Group members by first-class United States
5 mail, postage prepaid, with directions to the Postmaster to forward the Notice and return all
6 undeliverable Notices to the Settlement Administrator. For each Notice of PAGA Resolution and
7 settlement payment that is returned as undeliverable, the Settlement Administrator shall promptly
8 attempt to locate the Aggrieved Employee by performing an additional skip trace and shall re-
9 mail the Notice of PAGA Resolution and settlement check no later than ten (10) calendar days
10 following receipt of the undeliverable Notice of PAGA Resolution.

11 (4) The Notice of PAGA Resolution will be provided in English and Spanish.

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

13 **A. Distribution Formula.**

14 (1) Members of the PAGA Group will receive a lump sum payment in an
15 amount determined by the Settlement Administrator in accordance with the provisions of this
16 Agreement.

17 (2) The lump sum payment to each member of the PAGA Group will be
18 determined by dividing the PAGA Group Portion by the total number of pay periods worked by
19 all members of the PAGA Group during the Settlement Period (the "Pay Period Amount") and
20 then multiplying the Pay Period Amount by the number of pay periods worked by the individual
21 PAGA member.

22 **B. Funding of Resolution.**

23 (1) The funding of the Gross Settlement Amount will be completed at one
24 time with funds provided to and escrowed by the Settlement Administrator. The funds used for
25 the Gross Settlement Amount shall be paid to the Settlement Administrator by Defendant within
26 twenty (20) calendar days of its receipt of a notice of entry of the Court's Approval order.

27 (2) If a PAGA Group member is deceased at the time of distribution, the
28 Settlement Administrator shall distribute the deceased PAGA Group member's Net Settlement

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1 Payment to the deceased PAGA Group member's legal heir(s). In the event of a dispute as to
2 the legal heir(s), the Settlement Administrator shall notify the executor of the deceased PAGA
3 Group member's estate and attempt to place the deceased PAGA Group member's payment in
4 escrow or similar disposition such that any competing heirs may take whatever action they wish
5 to resolve ultimate disposition of such money and the Settlement Administrator and the Parties
6 hereto may disclaim any further interest in or obligation in relation to such money.

7 (3) If a check is returned to the Settlement Administrator as undeliverable,
8 the Settlement Administrator shall promptly attempt to obtain a valid mailing address by
9 performing a skip trace search and, if another address is identified, shall mail the check to the
10 newly identified address. If the Settlement Administrator is unable to obtain a valid mailing
11 address through this process, the monies represented by the check shall be turned over according
12 to the below procedures.

13 (4) Settlement checks will specifically indicate that they are void if not
14 negotiated within one hundred eighty 180 days of their issuance. Any settlement checks that
15 remain uncashed one hundred eighty (180) or more calendar days after issuance by the
16 Settlement Administrator shall be voided. The Settlement Administrator will remit the entire
17 amount of each PAGA Group member's uncashed Net Settlement Payment to the California
18 State Controller for deposit in the Unclaimed Property Fund in the name of the PAGA Group
19 member to whom the uncashed Net Settlement Payment was drafted.

20 **C. Time for Distribution of the Attorneys' Fees, Costs, Enhancement Award,**
21 **and LWDA Payment.**

22 The Settlement Administrator shall cause the Court approved attorneys' fees, litigation
23 costs, Enhancement Award and LWDA Payment to be paid at the same time and manner as the
24 Settlement Payments to the PAGA Group.

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

26 The amounts paid under this Agreement do not represent a modification of any
27 previously credited hours of service under any employee benefit plan, policy or bonus program
28 sponsored by Defendant. Such amounts will not form the basis for additional contributions to,

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benefits under, or any other monetary entitlement under, benefit plans (self-insured or not) sponsored by Defendant, policies or bonus programs. Any payments made under the terms of this Settlement shall not be applied retroactively, currently or on a going forward basis as salary, earnings, wages, or any other form of compensation for the purposes of Defendant's benefit plan, policy or bonus program. Defendant retains the right to modify the language of its benefit plans, policies and bonus programs to effect this intent and to make clear that any amounts paid pursuant to this Settlement are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable plans, policies and bonus programs for purpose of eligibility, vesting, benefit accrual or any other purpose, and that additional contributions or benefits are not required by this Settlement.

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

Defendant shall not oppose an application by Plaintiff's Counsel to receive, and Plaintiff's Counsel shall not seek or receive, an amount in excess of Ninety-Four Thousand One Hundred Fifty Dollars and Zero Cents (\$94,150.00) which represents 35% of the Gross Settlement Amount for all past and future attorneys' fees necessary to prosecute, settle, and administer the Action and this Settlement. In the event that the escalator clause in section I.V. herein is triggered and the Gross Settlement Amount is increased, Plaintiff's Counsel has, at their discretion, the option to increase their attorneys' fees in order to remain at 35% of the Gross Settlement Amount. Additionally, Defendants shall not oppose an application by Plaintiff's Counsel to receive, and Plaintiff's Counsel shall not seek or receive, an amount in excess of Twenty-Five Thousand Dollars (\$25,000.00), which represents all past and future litigation costs and expenses necessary to prosecute, settle and administer the Action and this Settlement. Any attorneys' fees or litigation costs awarded to Plaintiff's Counsel by the Court shall be deducted from the Gross Settlement Amount for the purpose of determining the Net Settlement Amount. This amount shall include all attorneys' fees and litigation costs and expenses for which Plaintiff and Plaintiff's Counsel could claim under any legal theory whatsoever. Should the Court approve a lesser percentage or amount of fees and/or litigation

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costs than the amount that Plaintiff's Counsel ultimately seeks, then the unapproved portion or portions shall revert to the Net Settlement Amount.

XI. PLAINTIFF'S ENHANCEMENT AWARD

Plaintiff will apply for an Enhancement Award in the amount of Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) for her work in prosecuting the Action and securing this Settlement. The Court will determine the amount of Enhancement Award to award. This Settlement is not contingent upon the Court awarding any particular amount for Enhancement Award. If the Court awards less than the full amount of the Enhancement Award requested by Plaintiff, the unawarded amount shall become part of the Net Settlement Amount.

XII. TAXATION AND ALLOCATION

A. For withholding tax characterization purposes and payment of taxes, the Net Settlement Amount shall be deemed and is allocated by the Parties as follows: 100% as penalties.

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

C. Nothing in this Settlement is intended to constitute legal advice regarding federal, state, and/or local tax obligations. The Parties, Defense Counsel and Plaintiff's Counsel make no representations as to the tax treatment or legal effect of the payments called for hereunder, and Aggrieved Employees are not relying on any statement or representation by the Parties, Plaintiff's Counsel or Defense Counsel in this regard. Aggrieved Employees understand and agree that they will be responsible for the payment of any employee taxes and penalties assessed on the payment described herein and will hold the Parties, Plaintiff's Counsel and Defense Counsel free and harmless from and against any claims, liabilities, costs and expenses, including attorney's fees, resulting in any way from personal tax treatment of the payments made pursuant to this Agreement. To the extent that this Settlement or any of its attachments is interpreted to contain or constitute advice regarding any state or federal tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of

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1 avoiding penalties under the Internal Revenue Code. Neither the Parties, Plaintiff's Counsel nor
2 Defense Counsel are responsible for any Aggrieved Employee's tax obligations regarding the
3 allocation of the settlement payments.

4 **XIII. COURT APPROVAL**

5 This Agreement is contingent upon Approval by the Court. Plaintiff and Defendant agree
6 to take all steps as may be reasonably necessary to secure Approval of the Settlement
7 Agreement, to the extent not inconsistent with the terms of this Agreement, and will not take
8 any action adverse to each other in obtaining Court Approval of the Settlement Agreement in
9 all respects.

10
11 **XIV. APPRISAL AND CERTIFICATION BY THE SETTLEMENT**
12 **ADMINISTRATOR.**

13 The Settlement Administrator shall keep Plaintiff's Counsel and Defense Counsel
14 apprised of all distributions from the Gross Settlement Amount. Upon completion of
15 administration of the Settlement, the Settlement Administrator shall provide written certification
16 of such completion to Plaintiff's Counsel and Defense Counsel. The Settlement Administrator
17 shall also provide Defense Counsel with a final accounting, including the names of payees and
18 Net Settlement Payments.

19 **XV. MISCELLANEOUS PROVISIONS**

20 **A. Stay of Action.**

21 Plaintiff and Defendant agree to the stay of all discovery in the Action, pending Approval
22 of the Settlement Agreement by the Court.

23 **B. Interpretation of This Agreement.**

24 (1) This Agreement constitutes the entire agreement between Plaintiff and
25 Defendant. Except as expressly provided herein, this Agreement has not been executed in
26 reliance upon any other written or oral representations or terms, and no such extrinsic oral or
27 written representations or terms shall modify, vary or contradict its terms. In entering into this
28 Agreement, the Parties agree that this Agreement is to be construed according to its terms and

1 may not be varied or contradicted by extrinsic evidence. The Agreement will be interpreted and
2 enforced under the laws of the State of California, both in its procedural and substantive aspects,
3 without regard to its conflict of laws provisions. Any claim arising out of or relating to this
4 Agreement, or the subject matter hereof, will be resolved solely and exclusively in the Superior
5 Court of the State of California for the County of Los Angeles, and Plaintiff and Defendant
6 hereby consent to the personal jurisdiction of the Court over them solely in connection
7 therewith. The foregoing is only limited to disputes concerning this Agreement and in no way
8 limits or negates the enforceability and effect of the underlying arbitration agreements signed
9 by employees of Defendant, specifically including but not limited to Plaintiff, obligating them
10 to arbitrate any and all claims on an individual (and not on a class, collective, or representative)
11 basis.

12 (2) Plaintiff, on her own behalf and on behalf of the PAGA Group, and
13 Defendant participated in the negotiation and drafting of this Agreement and had available to
14 them the advice and assistance of independent counsel. As such, neither Plaintiff nor Defendant
15 may claim that any ambiguity in this Agreement should be construed against the other.

16 (3) The terms and conditions of this Agreement constitute the exclusive and
17 final understanding and expression of all agreements between Plaintiff and Defendant with
18 respect to the settlement of the Action. This Agreement may be modified only by a writing
19 signed by counsel for all Parties or their successors-in-interest.

20 **C. Further Cooperation.**

21 Plaintiff and Defendant and their respective counsel shall proceed diligently to prepare
22 and execute all documents, to seek Approval from the Court, and to do all things reasonably
23 necessary or convenient to consummate this Agreement as expeditiously as possible.

24 **D. Confidentiality of Documents.**

25 Plaintiff, and the Settlement Administrator, shall maintain the confidentiality of all
26 documents, deposition transcripts, declarations and other information obtained in the lawsuit,
27 unless necessary for appeal or such documents are ordered to be disclosed by the Judge or by a
28 subpoena.

1 **E. Counterparts.**

2 This Agreement may be executed in one or more actual or non-original counterparts, all
3 of which will be considered one and the same instrument and all of which will be considered
4 duplicate originals. This Agreement may be signed electronically or by facsimile, and an
5 electronic or facsimile signature is deemed valid and binding, and triggers all rights and
6 obligations under this Agreement.

7 **F. Authority.**

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

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

11 Plaintiff, members of the PAGA Group, Defendant and Released Parties are direct
12 beneficiaries of this Agreement, but there are no third-party beneficiaries.

13 **H. Force Majeure.**

14 The failure of any party to perform any of its obligations hereunder shall not subject such
15 party to any liability or remedy for damages, or otherwise, where such failure is occasioned in
16 whole or in part by acts of God, fires, accidents, earthquakes, other natural disasters, explosions,
17 floods, wars, interruptions or delays in transportation, power outages, labor disputes or
18 shortages, shortages of material or supplies, governmental laws, restrictions, rules or
19 regulations, sabotage, terrorist acts, acts or failures to act of any third parties, or any other similar
20 or different circumstances or causes beyond the reasonable control of such party.

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

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

24 **J. Severability.**

25 In the event that any one or more of the provisions contained in this Agreement shall for
26 any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
27 unenforceability shall in no way effect any other provision if Defense Counsel and Plaintiff's
28 Counsel, on behalf of the Parties and the PAGA Group, mutually elect in writing to proceed as

K.E.H.

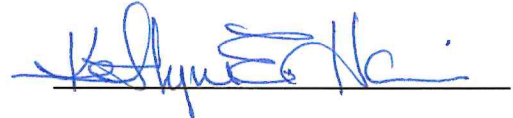
1 if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

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

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

5
6 **APPROVED AS TO CONTENT**

7 DATE: 3/29, 2023



8 KATHERINE HARRIS

9
10 DATE: _____, 2023

11 By: _____

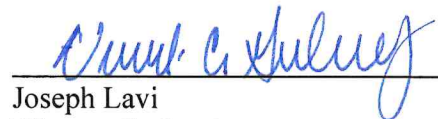
12 For: PLATINUM CLEANING OF
13 INDIANAPOLIS, LLC

14
15 **APPROVED AS TO FORM**

16
17 DATE: 3/29, 2023

18 **LAVI & EBRAHIMIAN, LLP**

19
20 By: _____



21 Joseph Lavi
22 Vincent C. Granberry
23 Melissa A. Huether
24 Attorneys for Plaintiff Katherine Harris

25
26 DATE: _____, 2023

27 **LIGHTGABLER**

28 By: _____

Jonathan Fraser Light
Michael H. Brody
Attorneys for Defendant



1 if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

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

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

5
6 **APPROVED AS TO CONTENT**

7 DATE: _____, 2023

KATHERINE HARRIS

8
9
10 DATE: Mar. 30, 2023

By: Gary Tuch
For: PLATINUM CLEANING OF
INDIANAPOLIS, LLC

11
12
13
14
15 **APPROVED AS TO FORM**

16
17 DATE: _____, 2023

LAVI & EBRAHIMIAN, LLP

18
19 By: _____
20 Joseph Lavi
21 Vincent C. Granberry
22 Melissa A. Huether
Attorneys for Plaintiff Katherine Harris

23 DATE: March 31, 2023

LIGHTGABLER

24
25 By: _____
26 Jonathan Fraser Light
27 Michael H. Brody
28 Attorneys for Defendant

Exhibit A

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 Katherine Harris (“Plaintiff”), and Defendant Platinum Cleaning Of Indianapolis, LLC (“Defendant”) in the matter of Katherine Harris, on behalf of herself and other aggrieved employees v. Platinum Cleaning, LLC, Los Angeles County Superior Court Case No. 21STCV32089 (“Lawsuit”).

Plaintiff filed a lawsuit against Defendant as the representative of the State of California and Defendant’s other current and former hourly or non-exempt employees that worked in California. Plaintiff asserted claims against Defendant under California Labor Code § 2698 *et seq.*, also known as the Private Attorneys General Act (“PAGA”), alleging violations of wage and hour laws including failure to pay all minimum wages, failure to pay all overtime wages, failure to provide meal breaks, failure to provide rest breaks, failure to issue payment of wages in a legally permissible manner, failure to pay wages during employment, failure to provide accurate wage statements, and failure to timely pay final wages. Defendant denies any liability or wrongdoing and contends, among other things, that it has complied at all times with the California Labor Code, the related California Wage Orders, and all other state and federal wage laws, and further contends that the Lawsuit is without merit.

Pursuant to the Court’s Order, a payment of \$269,000 was approved in settlement of this Lawsuit. After accounting for Plaintiff’s Counsel’s attorneys’ fees and reimbursement of litigation costs, administration of the settlement, and Plaintiff’s enhancement payment, the remaining sum is \$[REDACTED]. This sum, called the “Net Settlement Amount” will be divided pursuant to California law as follows: \$[REDACTED] (75%) to the State of California Labor Workforce Development Agency and \$[REDACTED] (25%) to all employees considered to be “PAGA Group” under this Lawsuit, to be shared on a proportionate basis. A PAGA Member is a non-exempt current or former employee of Defendant within the State of California at any time during the time period from June 23, 2020 to April 26, 2022.

As a PAGA Member, you are covered by this settlement. Per the Court’s final judgment in this case, the PAGA Members release Defendant and the other Released Parties for any PAGA claims based on Defendant’s alleged failure to pay minimum wages, overtime wages, provide meal and rest periods, failure to pay wages in a legally-permissible manner, failure to timely pay wages during employment, failure to provide accurate itemized wage statements, failure to timely pay wages at termination, and all other claims and allegations made or which could have been made in the Action based on the facts and allegations pled in the Plaintiff’s Complaint and PAGA Notice to the LWDA, from June 26, 2020 through April 26, 2022. This means that you are not able to pursue a PAGA lawsuit against Defendant based on such claims. A full list of the released claims and Released Parties is contained in the court’s Order granting settlement of this Lawsuit.

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 as a PAGA Member between June 23, 2020 and April 26, 2022, as determined by Defendant’s business records. 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.

Your enclosed check is valid for 180 days from the date of its issuance. After that date, you cannot cash the check and it will be null and void. Funds attributable to such uncashed checks will be sent to the State of California

Unclaimed Property Fund in your name. 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. Regardless of what you do with the settlement check, you will have released claims for penalties arising under PAGA as asserted in the Lawsuit.

If you have any questions or would like more information about the settlement or this lawsuit, you may contact the Settlement Administrator at [Settlement Administrator], [Address], [Telephone Number] or you may review the papers, pleadings and records on file with the Court by scheduling an appointment with the clerk of the Los Angeles Superior Court.