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Attorneys for Defendant PLATINUM CLEANING OF INDIANAPOLIS, LLC.

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 Hon. Theresa
M. Traber, Dept. 47]

**JOINT STIPULATION REQUESTING
APPROVAL OF SETTLEMENT
PURSUANT TO THE PRIVATE
ATTORNEYS GENERAL ACT OF 2004
("PAGA"); ~~PROPOSED~~ ORDER AND
JUDGMENT THEREON**

[Filed Concurrently with the Declaration of
Melissa A. Huether in Support Thereof]

1 Plaintiff KATHERINE HARRIS (“Plaintiff”) and Defendant PLATINUM CLEANING
2 OF INDIANAPOLIS, LLC. (“Defendant”) (collectively, “the Parties”), by and through their
3 respective counsel of record, hereby stipulate and agree as follows:

4 **WHEREAS**, on June 23, 2020, Plaintiff submitted a letter to the California Labor and
5 Workforce Development Agency (“LWDA”) to notify the LWDA pursuant to the Private
6 Attorneys General Act of 2004, Labor Code section 2698, *et seq.* (“PAGA”) of Plaintiff’s intent
7 to seek civil penalties under PAGA for violations of the Labor Code.

8 **WHEREAS**, on August 30, 2021, Plaintiff filed a representative PAGA action
9 complaint alleging a single claim pursuant to PAGA for the following claims against
10 Defendant: (1) failure to pay wages for all hours worked at the legal minimum wage; (2) failure
11 to pay wages for all overtime hours worked at the overtime rate of pay; (3) failure to pay wages
12 to hourly non-exempt employees to compensate them for workdays Defendant failed to provide
13 legally required and compliant meal periods; (4) failure to pay wages to hourly non-exempt
14 employees to compensate them for workdays Defendant failed to provide legally required and
15 compliant rest periods; (5) failure to issue payment of wages due in a legally permissible
16 manner; (6) failure to timely pay earned wages during employment; (7) failure to provide
17 complete and accurate wage statements; and (8) failure to pay all wages due and owing upon
18 separation of employment (“the Action”);

19 **WHEREAS**, following the filing of the Action, counsel for the Parties met and conferred
20 with respect to the potential settlement of the action. Pursuant to these discussions, the Parties
21 agreed to exchange informal discovery and engage in private mediation. The Parties
22 subsequently exchanged informal discovery, including: a representative sampling of the
23 timekeeping and payroll records of the PAGA Group; information and documentation
24 concerning the claims set forth in the Action, such as Defendant’s employee handbook and
25 policies and procedures regarding the payment of wages, meal breaks, and time keeping;
26 information regarding the number of putative PAGA Group members and the number of current
27 versus former employees; and the number and frequency of pay periods worked by the PAGA
28

1 Group;

2 **WHEREAS**, on April 26, 2022, the Parties participated in a mediation before mediator
3 Hon. Lisa Cole.¹ and reached a resolution of this matter after a mediator’s proposal, subject to
4 the Approval of the Court, and finalization of a formal Joint Stipulation of Settlement of PAGA
5 Action. The Parties have now entered into a more detailed, formalized Settlement Agreement
6 for submission to the Court for Approval;

7 **WHEREAS**, the Parties concluded that there were benefits associated with settling the
8 matters, and concluded, after taking into account the sharply disputed factual and legal issues
9 involved in this litigation, the risks associated with further prosecution, the substantial benefits
10 to be received pursuant to the compromise and settlement of the PAGA representative penalty
11 claims as set forth in the Settlement Agreement, and that settlement on the terms set forth therein
12 is in the best interest of the Plaintiff, the LWDA, the Aggrieved Employees covered by PAGA,
13 and Defendant, and is fair and reasonable;

14 **WHEREAS**, Defendant denies any liability or wrongdoing of any kind associated with
15 the claims alleged in the action; Defendant further denies that this action is appropriate for
16 PAGA representative treatment for any purpose other than settling this case; Defendant
17 contends, that it has complied at all times with the California Labor Code, the related California
18 Wage Orders, and all other state wage laws, and further contends that this case is without merit;
19 Defendant has denied and continues to deny each and every material factual allegation and
20 alleged claim asserted against it in this case and denies that Plaintiff or any other alleged
21 aggrieved employee has been harmed based on the allegations raised by Plaintiff;

22 **WHEREAS**, the Parties have reached a settlement of the claims of the Aggrieved
23 Employees who are defined as: all persons within the State of California who are or were
24 employed by Defendants as hourly, non-exempt employees in the State of California at any
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26 ¹ The Joint Stipulation of Settlement of PAGA Action (“Settlement”) in paragraph II.C. inadvertently
27 states that the mediation occurred on October 28, 2021 with Todd Smith. The Parties discovered the
28 typographical error after fully executing the Settlement and note that the mediation did indeed occur as
described herein on April 26, 2022 with the Hon. Lisa Hart Cole (Ret.).

1 time within the PAGA Period. The PAGA Period is from June 23, 2020, through April 26,
2 2022. According to the informal discovery conducted in advance of the mediation in this matter,
3 Plaintiff's counsel and expert witnesses analyzed a sampling of the complete time and pay
4 records for every fifth employee from Defendant's PAGA spreadsheet sorted in order of hire
5 date of the approximately 557 employees of Defendant during the period from approximately
6 June 23, 2020, to April 12, 2022. The number of pay periods through mediation was estimated
7 to be 14,099;

8 **WHEREAS**, thereafter, Parties negotiated and finalized the terms of a settlement
9 memorialized in a long-form Joint Stipulation of Settlement of PAGA Action (the "Settlement
10 Agreement"); a true and correct copy of the fully executed Settlement Agreement is appended
11 to the concurrently filed Declaration of Melissa A. Huether in Support ("Huether Dec.") as
12 **Exhibit 1**;

13 **WHEREAS**, any settlement of a PAGA action brought by an aggrieved employee must
14 be approved by the court. Lab. Code § 2699(1)(2); in 2009, the California Supreme Court held
15 that an aggrieved employee's representative action brought on behalf of the state and other
16 aggrieved employees against an employer for PAGA violations *does not* need to meet the
17 requirements for class certification nor does there need to be notice to the other employees.
18 *Arias v. Superior Court*, 46 Cal.4th 969, 975; thus, the Court simply reviews the settlement and
19 approves it if it is deemed to be fair and reasonable. *See Gutilla v. Aerotek, Inc.*, 2017 WL
20 2729864, at *3 (E.D. Cal. Mar. 2017) ("the court will approve a settlement of PAGA claims
21 upon a showing that the settlement terms (1) meet the statutory requirements set forth by PAGA,
22 and (2) are fundamentally fair, reasonable, and adequate in view of PAGA's public policy
23 goals."); *see also Rincon v. W. Coast Tomato Growers, LLC*, 2018 WL 828104, at *2 (S.D. Cal.
24 2018) (same);

25 **WHEREAS**, the Parties seek to obtain the Court's approval of the settlement terms and
26 resolve this matter in the most efficient manner possible; and
27
28

1 **WHEREAS**, for the reasons set forth in the supporting Declaration of Melissa A.
2 Huether, the PAGA settlement obtained here, including a gross PAGA settlement amount of
3 two hundred sixty-nine thousand dollars (\$269,000), is fair and reasonable.

4 **THEREFORE, IT IS HEREBY STIPULATED AND PROPOSED BY THE**
5 **PARTIES HERETO AS FOLLOWS:**

6 The Parties stipulate and jointly request that the Court approve the following terms of the
7 fully-executed Joint Stipulation of PAGA Resolution (“Settlement Agreement”) which includes
8 the following key terms:

- 9 1. “Aggrieved Employees” or “PAGA Group” is defined as all non-exempt current
10 and former employees of Defendant within the State of California at any time
11 during the time period from June 23, 2020, to April 26, 2022. (Settlement
12 Agreement § I.N.);
- 13 2. “PAGA Period” or “Settlement Period” is defined as the time period from June
14 23, 2020, through April 26, 2022. (Settlement Agreement § I.Q.);
- 15 3. “Gross Settlement Amount” refers to the Two Hundred Sixty-Nine Thousand
16 Dollars and Zero Cents (\$269,000.00)² which shall be paid by Defendant, and
17 from which all Net Settlement Payments, Court approved attorneys’ fees and
18 litigation costs, Administrative Costs, Enhancement Award, and distribution to
19 the LWDA. The Gross Settlement Amount is for approximately 14,099 pay
20 periods during the PAGA period and 557 Aggrieved Employees. In the event
21 the actual number of the pay periods during the PAGA period increase by more
22 than 10% from the 14,099 pay periods, the Gross Settlement Amount shall
23 increase pro rata each percent above 10%. (Settlement Agreement §I.V.):
 - 24 a. Plaintiff’s Counsel shall not seek or receive an amount in excess of
25 Ninety-Four Thousand One Hundred Fifty Dollars and Zero Cents

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27 ² See ¶¶ 12-35 of Declaration of Melissa A. Huether in Support of Joint Stipulation Requesting Approval of
28 Settlement Pursuant to the Private Attorneys General Act of 2004, filed concurrently herewith, for briefing on the
 value of Plaintiffs’ and the aggrieved employees’ claims.

1 (\$94,150.00) which represents 35% of the Gross Settlement Amount for
2 all past and future attorneys' fees necessary to prosecute, settle, and
3 administer the Action and this Settlement. (Settlement Agreement § X);³

4 b. Plaintiff's Counsel shall not seek or receive an amount in excess of
5 Twenty-Five Thousand Dollars (\$25,000.00) for all past and future
6 litigation costs and expenses necessary to prosecute, settle, and
7 administer the Action and the Settlement. (Settlement Agreement § X).
8 Plaintiff's Counsel only incurred \$12,191.06 in litigation costs and
9 therefore the difference of \$12,808.94 will be included in the Net
10 Settlement Amount;

11 c. Plaintiff shall request an enhancement award in the amount of Two
12 Thousand Five Hundred Dollars (\$2,500.00) as compensation for her
13 work as the named Plaintiff and PAGA representative in the action; and

14 d. Charges and expenses of the Settlement Administrator, estimated to be
15 Eight Thousand Dollars (\$8,000.00), will be paid from the Settlement
16 Amount. Any charges and expenses of the Settlement Administrator
17 greater than the allocated Eight Thousand Dollars (\$8,000.00) will come
18 from the Gross Settlement Amount. If the actual Settlement
19 Administrator fees are less than the Parties' estimation, the difference
20 between the actual and estimated Settlement Administrator fees will be
21 included in the Net Settlement Amount. (Settlement Agreement § VI).

22 4. Based on the requested amounts which are to be paid from the Gross Settlement
23 Fund, the estimated Net Settlement Amount is \$152,158.94, of which 75% (i.e.,
24 \$114,119.21) will be distributed to the LWDA and the remaining 25% (i.e.,
25

26 ³ See ¶¶ 36-53 of Declaration of Melissa A. Huether in Support of Joint Stipulation Requesting Approval of
27 Settlement Pursuant to the Private Attorneys General Act of 2004, filed concurrently herewith, for briefing on
28 Plaintiff's counsel's request for attorneys' fees. Plaintiff contends 35% of the Settlement Amount is fair and
reasonable as this is a common fund settlement.

\$38,039.74) will be distributed to Aggrieved Employees. The average payment to Aggrieved Employees is approximately \$68.29, based on 557 Aggrieved Employees sharing an estimated \$38,039.74.

5. No Ability to Object or Opt-Out. The alleged Aggrieved Employees are not permitted to opt-out or object to the Settlement Agreement. *See Robinson v. Southern Counties Oil Co.* (August 13, 2020), First Appellate Dist. A158791;

6. The Net Settlement Amount shall be characterized as 100% civil penalties. The Settlement Administrator shall pay seventy-five percent (75%) of the Net Settlement Amount to the LWDA. (Settlement Agreement § I.J.);

7. PAGA Notice and Payment Procedure:

a. As soon as practicable following Approval of the Settlement, but no later than fifteen (15) court days after the Court's Approval, Defendant will provide to the Settlement Administrator the PAGA List. The PAGA List shall include a list of Aggrieved Employees including: (1) name; (2) last known home address; (3) number of pay periods as a PAGA Group member during the PAGA period (and any other employment information that may be necessary to calculate each PAGA Group Members' Net Settlement Payment); and (4) social security number. (Settlement Agreement § VII.A.1 & I.P.);

b. The Settlement Administrator shall run all the addresses provided through the United States Postal Service NCOA database (which provides updated addresses for any individual who has moved in the previous four years and has notified the U.S. Postal Service of a forwarding address) to obtain current address information. (Settlement Agreement § VII.A.2.);

c. The funding of the Gross Settlement Amount will be completed at one time with funds provided to and escrowed by the Settlement

1 Administrator. The funds used for the Gross Settlement Amount shall be
2 paid to the Settlement Administrator by Defendant within twenty (20)
3 calendar days of its receipt of a notice of entry of the Court's Approval
4 order. (Settlement Agreement § VIII.B.1.);

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

17 e. The Notice of PAGA Settlement will be provided in English and Spanish
18 (Settlement Agreement § VII.A.4.);

19 f. The Net Settlement Amount will be subdivided as follows: 75% of the
20 payment will be paid to the Labor and Workforce Development Agency
21 and 25% will be paid to Aggrieved Employees. Members of the PAGA
22 Group will receive a lump sum payment in an amount determined by the
23 Settlement Administrator in accordance with the provisions of this
24 Agreement. The lump sum payment to each member of the PAGA
25 Group will be determined by dividing the Net Settlement Amount by the
26 total number of pay periods worked by all members of the PAGA Group
27 during the Settlement Period (the "Pay Period Amount") and then
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1 multiplying the Pay Period Amount by the number of pay periods
2 worked by the individual PAGA member (Settlement Agreement §§ I.J,
3 I.K. & VIII.A.1-2);

4 g. Settlement checks will specifically indicate that they are void if not
5 negotiated within one hundred eighty (180) days of their issuance. Any
6 settlement checks that remain uncashed one hundred eighty (180) or
7 more calendar days after issuance by the Settlement Administrator shall
8 be voided. The Settlement Administrator will remit the entire amount of
9 each PAGA Group member's uncashed Net Settlement Payment to the
10 California State Controller for deposit in the Unclaimed Property Fund
11 in the name of the PAGA Group member to whom the uncashed Net
12 Settlement Payment was drafted. (Settlement Agreement § VIII.B.4.);
13 and

14 h. The Settlement Administrator shall cause the Court approved attorneys'
15 fees, litigation costs, and LWDA Payment to be paid at the same time
16 and manner as the Settlement Payments to the PAGA Group (i.e., within
17 twenty-one (21) calendar days after the Settlement Administrator's
18 receipt of the Settlement Amount) (Settlement Agreement § VII.A.3. &
19 VIII.C.).

20
21 Dated: April 28, 2023

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

22
23 By: /s/ Melissa A. Huether

Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
Melissa A. Huether, Esq.
Attorneys for Plaintiff
KATHERINE HARRIS, on behalf of herself
and all other current and former aggrieved
California-based hourly non-exempt
employees

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Dated: April 28, 2023

Respectfully submitted,
LIGHTGABLER

By: /s/ Michael H. Brody
Jonathan Fraser Light, Esq.
Michael H. Brody, Esq.
Attorneys for Defendant PLATINUM
CLEANING OF INDIANAPOLIS, LLC.

1 to litigate the case. The Court has reviewed the monetary recovery being provided as part of
2 the Settlement and recognizes the significant value accorded to the Aggrieved Employees.

3 3. The Settlement Agreement is not an admission by Defendant or by any other of
4 the Released Parties, nor is this Order a finding of the validity of any allegations or of any
5 wrongdoing by any Defendant or any other Released Parties. Neither this Order, the Settlement
6 Agreement, nor any document referred to herein, nor any action taken to carry out the
7 Settlement Agreement, may be construed as, or may be used as, an admission of any fault,
8 wrongdoing, omission, concession, or liability whatsoever by or against Defendant or any of
9 the other Released Parties.

10 4. The entire Net Settlement Amount (the remainder of the Settlement Amount after
11 deducting Plaintiff's counsel's fees (\$94,150) and costs (\$12,191.06), Plaintiff's enhancement
12 award of \$2,500 and the costs of administration (no more than \$8,000) from the \$269,000
13 Settlement Amount) shall be allocated for payment of civil penalties and shall be distributed 75%
14 to the LWDA and 25% to the Aggrieved Employees.

15 5. The Net Settlement Amount shall be distributed to Aggrieved Employees pro rata
16 based on the number of pay periods worked by each Aggrieved Employee for Defendants during
17 the Settlement Period. "Aggrieved Employees" or "PAGA Group" means all non-exempt current
18 and former employees of Defendant within the State of California at any time within the PAGA
19 Period. The "PAGA Period" means the time period from June 23, 2020, to April 26, 2022.

20 6. Defendant shall pay the Aggrieved Employees pursuant to the procedure
21 described in the Settlement Agreement.

22 7. The Court hereby confirms Lavi & Ebrahimian, LLP as Plaintiff's Counsel.

23 8. The Court hereby awards attorneys' fees in the amount of 35% of the Settlement
24 Amount, which is \$94,150 in attorneys' fees and up to \$12,191.06 in attorneys' costs. The
25 payment of fees to Plaintiff's Counsel shall be made in accordance with the terms of the
26 Settlement.
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1 9. The Court hereby awards Plaintiff an enhancement award in the amount of Two
2 Thousand Five Hundred Dollars (\$2,500) for her work in prosecuting this action.

3 10. The Court approves the Notice of PAGA Resolution attached as Exhibit A to the
4 Settlement Agreement.

5 11. All settlement checks will remain valid for 180 days after which the checks shall
6 become null and void, and any monies remaining in the distribution account shall be
7 transmitted to the California State Controller for deposit in the Unclaimed Property Fund in the
8 name of the PAGA Group member to whom the uncashed Net Settlement Payment was drafted.

9 12. The Court further orders, adjudges and decrees that upon Approval by the Court
10 of the Settlement and Defendant's full funding of the Settlement Amount, Plaintiff and the
11 PAGA Employee Group shall release all PAGA claims against Defendant, including
12 Defendant's joint employers, staffing companies, respective officers, directors, shareholders,
13 agents, assigns, attorneys, insurers, agents, independent contractors, employees, predecessor,
14 successors, parents, subsidiaries, affiliated, related entities or other representatives of any kind,
15 and related parties that have been asserted in the operative Complaint (hereinafter collectively
16 the "Released Parties"), which includes the *California Labor Code* Private Attorneys General
17 Act of 2004 (PAGA) claims based on Defendant's alleged failure to pay minimum wages,
18 overtime wages, provide meal and rest periods, failure to pay wages in a legally-permissible
19 manner, failure to timely pay wages during employment, failure to provide accurate itemized
20 wage statements, failure to timely pay wages at termination, and all other claims and allegations
21 made or which could have been made in the Action based on the facts and allegations pled in
22 the operative Complaint and PAGA Notice to the LWDA, from June 23, 2020 through April
23 26, 2022.

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1 13. This Court shall retain jurisdiction with respect to all matters related to the
2 administration and consummation of the settlement, and any and all claims, asserted in, arising
3 out of, or related to the subject matter of the lawsuit, including but not limited to all matters
4 related to the settlement and the determination of all controversies relating thereto.

5
6 Date: May10, 2023

7 By: 
8 Hon. Theresa M. Traber
9 Judge of the Superior Court
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PROOF OF SERVICE
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am an employee in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 8889 W. Olympic Blvd., Suite 200, Beverly Hills, California 90211.

On April 28, 2023, I served the foregoing document, described as:

**“JOINT STIPULATION REQUESTING APPROVAL OF SETTLEMENT PURSUANT TO
THE PRIVATE ATTORNEYS GENERAL ACT OF 2004 (“PAGA”); [PROPOSED]
ORDER AND JUDGMENT THEREON”**

on all interested parties in this action as follows:

*Attorneys for Defendant PLATINUM
CLEANING OF INDIANAPOLIS, LLC.:*

Jonathan Fraser Light (SBN 101049)

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Michael H. Brody (SBN 238757)

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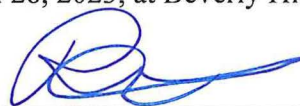
Fax: (805) 248-7377

☒ **(BY MAIL)** As follows:

I placed such envelope, with postage thereon prepaid, in the United States mail at Los Angeles, California. I am "readily familiar" with the firm's practice of collecting and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that same day, with postage thereon fully prepaid, at Los Angeles, California, in the ordinary course of business. I am aware that, on motion of the party served, service is presumed invalid if the postal cancellation or postage meter date is more than one day after the date of deposit for mailing in this affidavit.

☐ **(BY PERSONAL SERVICE)** I caused such envelope to be delivered by hand to the attorney at the offices of the addressee.

☒ **(STATE)** I declare, under penalty of perjury under the laws of the State of California, that the above is true and correct. Executed on April 28, 2023, at Beverly Hills, California.



Rubi Martinez