

REVISED JOINT STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE

This Revised Settlement Agreement and Release of Claims ("Settlement Agreement") is entered into by and between PLATINUM EMPIRE GROUP, INC., a California corporation ("PLATINUM" or "DEFENDANT"), on the one hand, and Plaintiff Y. THOMAS ("CLASS REPRESENTATIVE" and/or "PLAINTIFF"), individually and on behalf of all CLASS MEMBERS, PAGA MEMBERS, and the State of California as a Private Attorneys General as described herein below, on the other hand.

DEFINITIONS

1. "CLASS COUNSEL" is Nazo Koulloukian of Koul Law Firm and Ashkan Shakouri of Shakouri Law Firm.

2. "CLASS NOTICE PACKAGE" means the Class Notice in a form substantially similar to that attached hereto as **Exhibit A**, subject to Court approval, and incorporated herein by reference.

3. "DEFENDANT'S COUNSEL" is Michele M. Goldsmith of BDG Law Group, APLC.

4. "GROSS SETTLEMENT FUND" refers to the amount of \$700,000.00 (seven hundred thousand dollars and no cents) that DEFENDANT will make available for payment, in its entirety, pursuant to this Settlement Agreement.

5. "NET SETTLEMENT FUND" shall be calculated by deducting CLASS COUNSEL'S approved attorney's fees of 35% (\$245,000.00), litigation costs not to exceed \$20,000, the enhanced payment of \$10,000 to the CLASS REPRESENTATIVE, the \$20,000 payment to the California Labor & Workforce Development Agency ("LWDA") for release of claims under the Private Attorney General Act ("PAGA") under Labor Code section 2699, et seq. and the fees and expenses of the CLAIMS ADMINISTRATOR (not to exceed \$17,000) from the GROSS SETTLEMENT FUND.

Irrespective of the items enumerated in this paragraph 5, DEFENDANT shall under no circumstance pay more than the GROSS SETTLEMENT FUND except for the employer's share of payroll tax, which shall be paid in addition to the GROSS SETTLEMENT FUND, in accordance with wages defined under paragraph 38 below.

6. "PARTIES" refers to the CLASS REPRESENTATIVE, the CLASS MEMBERS, and DEFENDANT, collectively.
"CLASS MEMBERS" refers to "all of DEFENDANT'S non-exempt, hourly employees who were assigned to work at a facility inside California within the period beginning January 14, 2017, and ending the date the Court grants preliminary settlement approval." DEFENDANT represents that approximately 1,200 people collectively worked 27,912 workweeks. In the event the number of workweeks increases by more than 10% as of the date this Court grants preliminary settlement approval, the GROSS SETTLEMENT FUND will increase proportionately to the workweeks (i.e., if there is a 11% increase in the number of workweeks, the GROSS SETTLEMENT AMOUNT shall increase by 1%).

7. “PAGA MEMBERS” means “all of DEFENDANT’S non-exempt, hourly employees who were assigned to work at a facility inside California during the PAGA PERIOD.” PAGA MEMBERS are a subset of the CLASS.

8. “PAGA PERIOD” means the period beginning April 12, 2021 and ending the date the Court grants preliminary settlement approval.

9. “PAGA PAYMENT” means the \$20,000 the Parties have agreed to allocate to civil penalties in order to settle claims arising under the Private Attorneys General Act of 2004 (Labor Code §2698 *et seq.*). “LWDA PAYMENT” means the amount paid to the Labor and Workforce Development Agency (“LWDA”) as its portion (75%) of the total PAGA penalties allocated to it in this Agreement and approved by the Court. “NET PAGA AMOUNT” means the amount paid to as their portion (25%) of the total PAGA penalties allocated to them in this Agreement and approved by the Court.

10. “QUALIFIED PLAINTIFF” and/or “SETTLEMENT CLASS” refers to all members of the CLASS who do not timely submit to the CLAIMS ADMINISTRATOR a valid “opt-out” form consistent with the CLAIM PROCESS as described herein below.

11. “CLAIMS ADMINISTRATOR” refers to the third-party company responsible for administering the SETTLEMENT. CLASS COUNSEL obtained bids from various such companies and have selected as the most cost-efficient, capable bidder ILYM Group, Inc., who provided a quote not to exceed \$17,000.00.

12. “SETTLEMENT ADMINISTRATION EXPENSES” are those expenses incurred by the CLAIMS ADMINISTRATOR in effecting the SETTLEMENT.

13. “SETTLEMENT PERIOD” is from January 14, 2017, through the date of Preliminary Approval.

14. “EFFECTIVE DATE” means the earliest of: (a) if no one files an objection to the settlement, the date of the court granting final approval; or (b) 3 calendar days after the deadline to file an appeal of the final approval order, if no appeals are filed; or (c) if one or more appeals are filed, 3 calendar days after any appeal is dismissed or the final approval of the settlement is affirmed after appeal, and the final approval order is not subject to further appeal.

RECITALS

15. On January 14, 2021, CLASS COUNSEL filed a Complaint in Los Angeles County Superior Court entitled “Y. Thomas v. Platinum Empire Group, Inc., Case No. 21-CIV-00277”. This Complaint shall be referred to herein as the COMPLAINT.

16. The above lawsuit now pending in the Los Angeles Superior Court shall be referred

to herein as the DISPUTE and/or the PENDING ACTION.

17. This SETTLEMENT AGREEMENT affects claims of the CLASS MEMBERS and PAGA MEMBERS arising during the SETTLEMENT PERIOD, which includes the PAGA PERIOD, as alleged in the COMPLAINT. PLAINTIFF alleges that DEFENDANT violated wage and hour laws and seeks to recover, on her own behalf and on behalf of the class alleged therein, for the following: (1) failure to pay for all hours worked, (2) unpaid overtime wages and penalties, (3) failure to pay minimum wage, (4) unpaid meal period premiums and penalties, (5) unpaid rest period premiums and penalties, (6) non-compliant wage statements, (7) waiting time penalties and (8) violation of California Business & Professions Code §§17200, et seq. PLAINTIFF further seeks reasonable attorneys' fees and costs.

18. PLAINTIFF submitted on April 12, 2022 a letter to the LWDA in accordance with the Private Attorneys General Act ("PAGA"). The parties have agreed to stipulate to amend the complaint to add a 9th cause of action under PAGA.

19. DEFENDANT denies that it violated the law in any manner alleged in the COMPLAINT or otherwise. Nothing contained herein, nor the consummation of this SETTLEMENT AGREEMENT, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing by DEFENDANT.

20. The PARTIES intend to fully, finally and forever settle, compromise, and discharge all disputes and claims arising during the SETTLEMENT PERIOD alleged by the CLASS MEMBERS in the COMPLAINT, as well as known and unknown claims which could have been brought based on the factual allegations contained in the COMPLAINT, including but not limited to claims for unpaid wages, unpaid overtime, record-keeping violations, paycheck violations, meal period and rest period violations, business expense violations, and "waiting time" penalties which arise during the SETTLEMENT PERIOD.

21. The PARTIES intend that this SETTLEMENT AGREEMENT should include a full and complete settlement and release of the claims described in the preceding paragraph, and which included in its effect all of the DEFENDANT'S present and former parent companies, subsidiaries, affiliates, shareholders, officers, directors, attorneys, insurers, employees and agents.

22. CLASS COUNSEL represents that they have conducted a sufficiently thorough investigation into the claims of the CLASS MEMBERS against DEFENDANT. Based on their own independent investigation and evaluation and all known facts and circumstances, including the risk of significant defenses asserted by DEFENDANT, CLASS COUNSEL is of the opinion that the SETTLEMENT is fair, reasonable and adequate and is in the best interest of the CLASS MEMBERS.

23. The PARTIES agree to cooperate and take all steps necessary and appropriate to obtain preliminary and final approval of this SETTLEMENT and to effectuate all aspects of this SETTLEMENT AGREEMENT.

CERTIFICATION OF CLASS MEMBERS FOR SETTLEMENT PURPOSES ONLY

24. For settlement purposes only, the PARTIES agree that the CLASS MEMBERS shall be certified. This SETTLEMENT AGREEMENT is contingent upon the approval and certification by the Court of the CLASS MEMBERS for settlement purposes only. The PARTIES expressly agree that DEFENDANT does not waive, and instead expressly reserves, the right to challenge the propriety of class certification for any purpose should the Court not approve the SETTLEMENT and SETTLEMENT AGREEMENT. In connection with the proposed certification of the CLASS MEMBERS, the PARTIES shall cooperate and present to the Court, for its consideration, competent evidence as may be requested by the Court, under the applicable due process requirements and standards for class certification.

SETTLEMENT APPROVAL PROCEDURE

25. This SETTLEMENT AGREEMENT will become final and effective upon the occurrence of all of the events described in paragraphs 26-30, inclusive.

26. Execution of this SETTLEMENT AGREEMENT by the PARTIES and their respective counsel of record.

27. Entry of an Order by the Court (a) granting preliminary approval of the SETTLEMENT AGREEMENT, including conditional certification of the CLASS MEMBERS for settlement purposes only, (b) approving the proposed CLASS NOTICE (the PARTIES' proposed form is attached hereto as **Exhibit "A"**), or a document substantially similar, and (c) scheduling a hearing date for final approval of the SETTLEMENT AGREEMENT.

28. Filing by CLASS COUNSEL, on or before the date of the final approval hearing, the CLAIMS ADMINISTRATOR's verification, in writing, that the CLASS NOTICE PACKAGE to CLASS MEMBERS has been disseminated in accordance with the Court's preliminary approval Order.

29. Entry of an Order by the Court granting final approval of the SETTLEMENT AGREEMENT.

SETTLEMENT PAYMENT AND CALCULATION OF CLAIMS

30. In consideration of the mutual covenants and promises set forth herein, the PARTIES agree, subject to the Court's approval, as follows:

31. **Settlement Amount:** DEFENDANT agrees to pay a total of SEVEN HUNDRED THOUSAND DOLLARS (\$700,000). This amount includes payments to the SETTLEMENT CLASS members who do not submit valid opt-out forms, an Enhancement Award (*i.e.*, service payment) of \$10,000 to the CLASS REPRESENTATIVE, \$20,000 for the release of the Private Attorneys General Act ("PAGA") claims, fees and expenses of the CLAIMS ADMINISTRATOR, CLASS COUNSEL'S approved attorneys' fees (35% of GROSS SETTLEMENT FUND), and CLASS COUNSEL'S approved litigation costs not to exceed

\$20,000. DEFENDANT shall make deposit the GROSS SETTLEMENT FUND with the CLAIMS ADMINISTRATOR within 60 days of the effective date (as defined below).

The Settlement Amount is an all-in non-revisionary settlement.

32. **Attorney's Fees and Costs:** In conjunction with final approval of this SETTLEMENT AGREEMENT, CLASS COUNSEL will apply to the Court for an award of attorney's fees in an amount totaling up to 35% of the GROSS SETTLEMENT FUND (*i.e.*, \$245,000.00), plus actual costs not to exceed \$20,000. DEFENDANT will not oppose such an application. If the Court does not approve of an award of 35% of the SETTLEMENT FUND, the difference between this amount and the actual amount approved shall be returned to the NET SETTLEMENT FUND to be distributed to the SETTLEMENT CLASS MEMBERS, according to the formula set forth below. These fees and costs are included in, and come from, the GROSS SETTLEMENT FUND and will be paid directly to CLASS COUNSEL. CLASS COUNSEL will be issued an IRS Form 1099 for their award of attorneys' fees.

33. **Enhancement Award:** Subject to Court approval, in addition to any payment the CLASS REPRESENTATIVE receives in her capacity as a member of the SETTLEMENT CLASS, she will individually receive an Enhancement Award from the GROSS SETTLEMENT FUND for her service as CLASS REPRESENTATIVE in the amount of \$10,000. This Enhancement Award shall be paid by the CLAIMS ADMINISTRATOR to the CLASS REPRESENTATIVE within ten (10) days after the GROSS SETTLEMENT FUND initial payment has been paid to the CLAIMS ADMINISTRATOR.X

34. **Cost of Settlement Administration:** The fees and expenses of the CLAIMS ADMINISTRATOR in an amount not to exceed \$17,000 shall be paid from the GROSS SETTLEMENT FUND.

35. **Calculation of Individual Settlement Amounts:** The NET SETTLEMENT FUND shall be divided by the total amount of weeks worked by all CLASS MEMBERS to determine an "Average Weekly Settlement Amount." Workweeks may be counted on a fractional basis. The total number of weeks worked by each CLASS MEMBER, shall be multiplied by the Average Weekly Settlement Amount to determine each CLASS MEMBER's Individual Settlement Amount. The Individual PAGA Payments will be calculated by (a) dividing the PAGA Payment by the total number of PAGA Pay Periods worked by all PAGA MEMBERS and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual PAGA MEMBER.

36. **Payments to the California Labor & Workforce Development Agency ("LWDA"):** The PARTIES shall apply to the Court for approval of a payment under the California Private Attorneys General Act ("PAGA"), Labor Code §§ 2699 et seq. The PARTIES have agreed to allocate Twenty Thousand Dollars (\$20,000) (the "PAGA Payment") from the GROSS SETTLEMENT FUND towards a release of the PAGA claims, as described more fully herein. The PARTIES agree that this amount is reasonable in light of the facts and circumstances presented in the ACTION. If approved, the LWDA shall be paid seventy-five percent (75%) of the total amount allocated towards PAGA claims from the GROSS SETTLEMENT FUND within ten (10) days after the SETTLEMENT FUND initial payment has been made to the CLAIMS ADMINISTRATOR. If approved, twenty-five percent (25%) of the total amount allocated towards PAGA claims shall be distributed to the PAGA MEMBERS based upon the number of weeks worked during the PAGA PERIOD. In the event the LWDA or Court rejects this allocation, the parties will meet and confer with the Court and the LWDA to reach a penalty allocation that is

acceptable to all parties and that does not materially alter the terms of the SETTLEMENT AGREEMENT. Notably, the LWDA has been notified of the pendency of this action and has elected not to pursue penalties or any other remedy for the alleged violations described in the Complaint.

TAX TREATMENT

37. **Tax Treatment of Individual Settlement Amount:** Individual Settlement Amounts shall be designated as follows: (i) 80-percent will be considered penalties and interest; and (ii) 20-percent will be considered wages. The penalties and interest portions will be reported to each CLASS MEMBER on an IRS Form 1099, and the wage portion will be reported to each Class Member on an IRS Form W-2. All PARTIES represent that they have not received, and shall not rely on, advice or representations from other parties or their agents regarding the tax treatment of payments under federal, state, or local law. Any tax obligation arising from the SETTLEMENT PAYMENTS, CLASS REPRESENTATIVE's enhancement payment and/or CLASS COUNSEL's fees and costs made under the terms of this Agreement, will be the sole responsibility of each person receiving such payment(s), except that DEFENDANT shall bear the employer's share of any payroll taxes required. The latter shall be paid separately and not from the GROSS SETTLEMENT FUND and shall be concurrently deposited with the CLAIMS ADMINISTRATOR. Each CLASS MEMBER is responsible to pay his or her portion of the taxes due on any payment he or she receives under this SETTLEMENT AGREEMENT.

38. Upon completion of its calculation of payments, the CLAIMS ADMINISTRATOR will provide CLASS COUNSEL and DEFENDANT'S COUNSEL with a report listing the amount of all payments to be made to each QUALIFIED CLAIMANT. After receiving the CLAIMS ADMINISTRATOR'S report, CLASS COUNSEL and DEFENDANT'S COUNSEL shall jointly review same to determine if the calculation of payments to SETTLEMENT CLASS members is consistent with this SETTLEMENT.

CLAIMS ADMINISTRATOR

39. The CLAIMS ADMINISTRATOR will perform the duties of distributing notice, independently reviewing requests for exclusion and objections, and verifying and distributing any amounts due to QUALIFIED CLAIMANTS as described in this SETTLEMENT AGREEMENT. The CLAIMS ADMINISTRATOR will report, in summary or narrative form, the substance of its findings. All disputes relating to the CLAIMS ADMINISTRATOR'S ability and need to perform its duties shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this SETTLEMENT AGREEMENT, until all payments and obligations contemplated by the SETTLEMENT AGREEMENT have been fully carried out.

40. **Unclaimed Amounts:** If any Individual Settlement Amount check remains uncashed after one hundred and eighty (180) calendar days from the date the check is issued, such check(s) will be voided by the CLAIMS ADMINISTRATOR. Thereafter, the funds represented by any uncashed or undeliverable checks shall be redistributed to those CLASS MEMBERS who cashed their Individual Settlement Amount checks. If any redistributed amounts are not cashed, such check(s) will be voided by the CLAIMS ADMINISTRATOR. Then, subject to approval by

the Court, the funds represented by any uncashed redistributed checks shall be distributed to the State of California Controller pursuant to the Unclaimed Property Law, Code of Civil Procedure section 1500, et seq. with the identity of the participating CLASS MEMBER to whom the funds belong to be held for the participating CLASS MEMBER.

NOTICE TO THE CLASS MEMBERS

41. DEFENDANT shall advise all current employees in the CLASS MEMBERS, in writing, of the settlement and include in such writing a statement that DEFENDANT approves of said settlement and release.

42. Subject to Court approval of content, the CLASS NOTICE PACKAGE shall be sent to the CLASS MEMBERS, by first class mail, within thirty (30) calendar days of the entry of an Order granting preliminary approval of this SETTLEMENT AGREEMENT. The CLASS NOTICE will, subject to Court approval, advise all CLASS MEMBERS of a description of the claims to be settled, the total amount of the settlement, the amounts to be deducted as attorneys' fees, costs, and other payments, the method of calculating payments to CLASS MEMBERS, information regarding CLASS MEMBERS' right to opt out or object, and a description of the method for opting out or objecting. The Notice shall also identify CLASS COUNSEL, a number to reach CLASS COUNSEL, the court in which the action is pending and the date set for the final approval hearing. CLASS MEMBERS shall not be required to pay return postage on the Claim Form and the cost of such postage shall be included in the fees and costs of the CLAIMS ADMINISTRATOR.

43. DEFENDANT will provide to the CLAIMS ADMINISTRATOR and CLASS COUNSEL with a database within five (5) calendar days of the entry of an Order granting preliminary approval of the SETTLEMENT and CLASS NOTICE PACKAGE. The database shall include: (1) the names, last known addresses, home telephone number and e-mail address for each member of the CLASS MEMBERS, and (2) data pertaining to the dates of service and number of workweeks that each member of the CLASS MEMBERS worked for DEFENDANT during the SETTLEMENT PERIOD, and (3) the wage data for each Class Member, to enable the CLAIMS ADMINISTRATOR to estimate the regular rate of pay. In addition, thereto, the database provided to the CLAIMS ADMINISTRATOR shall also contain Social Security numbers for members of the CLASS MEMBERS. DEFENDANT agrees to provide these databases in a format reasonably acceptable to the CLAIMS ADMINISTRATOR and/or CLASS COUNSEL.

44. The CLAIMS ADMINISTRATOR will use the United States Postal Service National Change of Address ("NCOA") List to verify the accuracy of all addresses before the initial mailing date to ensure that the CLASS NOTICE PACKAGE is sent to all CLASS MEMBERS at the addresses most likely to result in immediate receipt of the claim documents. It will be conclusively presumed that if an envelope so mailed has not been returned within thirty (30) days of the mailing that the CLASS MEMBER received the CLASS NOTICE PACKAGE. With respect to any returned envelopes, the CLAIMS ADMINISTRATOR will perform a routine skip trace procedure to obtain a current address and, if an updated address is located, then re-mail the envelope to such address within five (5) calendar days of the receipt of the returned envelope. CLASS MEMBERS to whom CLASS NOTICE PACKAGES were re-sent after having been returned undeliverable to the

CLAIMS ADMINISTRATOR shall have fifteen (15) calendar days after the date of remailing to object or opt out of the SETTLEMENT. CLASS NOTICE PACKAGES that are re-mailed shall be accompanied by a short cover letter from the CLAIMS ADMINISTRATOR informing the recipient of this adjusted deadline. No third mailing shall occur without good cause, as determined by the CLAIMS ADMINISTRATOR.

45. CLASS COUNSEL shall provide the Court, at least five (5) calendar days prior to the final approval hearing, a declaration by the CLAIMS ADMINISTRATOR of due diligence and proof of mailing with regard to the mailing of the CLASS NOTICE PACKAGE.

OPT OUT/DISPUTE PROCESS

46. Members of the CLASS MEMBERS may opt-out of the SETTLEMENT by following the directions in the CLASS NOTICE PACKAGE. Any such request must be postmarked not more than forty-five (45) calendar days after the date the CLASS NOTICE PACKAGE is mailed to the CLASS MEMBERS (or not more than fifteen (15) calendar days after the date the CLASS NOTICE PACKAGE is re-mailed, in the circumstance described above). Requests to opt-out that do not include all required information, or that are not submitted on a timely basis, will be deemed null, void and ineffective. Persons who are eligible to and do submit valid and timely requests to opt-out of the SETTLEMENT will not participate in the SETTLEMENT, nor will they be bound by the terms of the proposed SETTLEMENT, if it is approved, or the Final Judgment in this ACTION.

47. Objections to the SETTLEMENT must be submitted to the CLAIMS ADMINISTRATOR and served on CLASS COUNSEL and DEFENDANT'S COUNSEL no later than forty-five (45) calendar days after the CLASS NOTICE PACKAGE is sent (or not more than fifteen (15) calendar days after the date the CLASS NOTICE PACKAGE is re-mailed, in the circumstance described above).

48. Objections must describe why the objector believes the SETTLEMENT is unfair and whether the objector intends to appear at the final approval hearing. Deficient or untimely Objections shall not be considered. CLASS COUNSEL and DEFENDANT'S COUNSEL may, at least ten (10) days (or some other number of days as the Court shall specify) before the Final Approval Hearing, file responses to any written objections submitted to the Court.

49. The NOTICE will apprise each member of the CLASS MEMBERS of the approximate dates he or she held an eligible position during the SETTLEMENT PERIOD as well as his or her total number of workweeks. These calculations shall be based on DEFENDANT'S records. DEFENDANT'S records are presumed to be accurate.

50. If a member of the CLASS MEMBERS does not wish to challenge the information set forth in the Notice, then the member need do nothing, and payment will be made based on DEFENDANT'S records.

51. If a member of the CLASS MEMBERS wishes to challenge the information set forth in the NOTICE, then the member must submit a written, signed challenge along with supporting documents, if any exist, to the CLAIMS ADMINISTRATOR at the address provided

on the Notice within forty five (45) calendar days of the date the CLASS NOTICE PACKAGE was mailed to the member of the CLASS MEMBERS (or within fifteen (15) calendar days of the date the CLASS NOTICE PACKAGE was re-mailed, in the circumstance described above).

52. No dispute will be considered timely if it is postmarked more than the number of days set forth in the preceding paragraph of this agreement. Absent an agreement between CLASS COUNSEL and DEFENDANT'S COUNSEL regarding how to address the dispute, the CLAIMS ADMINISTRATOR shall have authority to resolve the challenge and make a final and binding determination without hearing or right of appeal. DEFENDANT agrees to provide the CLAIMS ADMINISTRATOR with additional documents necessary to assess the challenge. All disputes shall be resolved, either by agreement of CLASS COUNSEL and DEFENDANT'S COUNSEL or by decision of the CLAIMS ADMINISTRATOR as provided herein, prior to submitting the CLAIMS ADMINISTRATOR'S declaration to the Court for final approval.

53. Settlement checks issued to the CLASS REPRESENTATIVE and PARTICIPATING CLASS MEMBERS shall remain valid for one hundred eighty (180) calendar days from the date of issuance. This expiration or cancellation date shall be clearly printed on the front of the check ("Void Date"). Settlement checks can be reissued to PARTICIPATING CLASS MEMBERS upon request within this 180-day period but any reissued checks shall have the same Void Date as the original settlement check. Those PARTICIPATING CLASS MEMBERS who fail to cash their settlement checks will be deemed to have waived irrevocably any right in or claim to a settlement share paid directly by DEFENDANT. Per California C.C.P. section 384, following final distribution of the GROSS SETTLEMENT FUND, the CLAIMS ADMINISTRATOR shall provide a report to the Court setting forth the total amount of the GROSS SETTLEMENT FUND that was actually paid to the SETTLEMENT CLASS. After the report is received, the Court shall amend the judgment to direct the CLAIMS ADMINISTRATOR to pay the sum of the unpaid residue or unclaimed or abandoned class member funds as described herein.

54. In the event twenty (20) or more of the CLASS MEMBERS affirmatively opt-out of the SETTLEMENT, DEFENDANT may, at their option, void the AGREEMENT. Unless there are twenty (20) or more affirmative opt-outs, DEFENDANT will not receive reversion of any part of the TOTAL SETTLEMENT AMOUNT, unless the SETTLEMENT is not finally approved by the Court with terms materially identical to the terms articulated herein. In the event the SETTLEMENT is voided per this term, or is not given final approval by the Court, DEFENDANT will bear only the already-accrued costs of the CLAIMS ADMINISTRATOR.

RELEASES

55. Released Parties: The Released Parties include DEFENDANT and its past, present, and future agents, employees, officers, directors, partners, trustees, shareholders, attorneys, parents, subsidiaries, related corporations, divisions, joint venturers, assigns, predecessors, successors, affiliated organizations, and all persons acting by or through or in concert with any of them, and each of them (collectively the "Released Parties").

56. **Class Release:** "Released Claims" with respect to the Participating CLASS

MEMBERS (other than Plaintiff) means wage and hour claims, rights, demands, liabilities and causes of action, whether known or unknown, arising during the Class Period, that were asserted, or could have been asserted, in Plaintiff's complaint against Defendant based on the facts alleged or ascertained during the pendency of the Action, including statutory, or common law claims for wages, penalties, interest, attorneys' fees, litigation costs, restitution, equitable relief or other relief under Business & Professions Code section 17200, et seq. based on the alleged Labor Code violations, including, without limitations, the following categories: (a) any and all claims involving any alleged failure to pay minimum wage; (b) any and all claims involving any alleged failure to pay employees for all hours worked, including but not limited to any claim for minimum, straight time, or overtime wages; (c) any and all claims involving any alleged failure to pay overtime wages; (d) any and all claims involving any alleged failure to properly provide meal periods and/or authorize and permit rest periods, to pay premiums for missed, late, short or interrupted meal and/or rest periods, or to pay such premiums; (e) any and all regular rate claims; (f) any and all claims involving any alleged failure to pay for all hours worked; (g) any and all claims involving any alleged failure to keep accurate records or to issue proper wage statements to employees; (h) any claim for waiting time penalties under Labor Code section 203; (i) any and all claims for unfair business practices in violation of Business and Professions Code sections 17200, et seq; and (j) any and all claims under California Labor Code section 2699 (Private Attorneys General Act) for civil penalties premised on the facts alleged in Plaintiff's operative complaint. This release excludes the release of claims not permitted by law.

57. **PAGA MEMBERS' Release:** All Participating and Non-Participating Class Members who are PAGA MEMBERS are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice, including claims for (1) failure to pay for all hours worked, (2) unpaid overtime wages and penalties, (3) failure to pay minimum wage, (4) unpaid meal period premiums and penalties, (5) unpaid rest period premiums and penalties, (6) non-compliant wage statements, and (7) waiting time penalties ("PAGA Release").

58. **Plaintiff's Release:** Plaintiff will also sign a general release with a section 1542 waiver as part of the overall settlement. Notwithstanding the foregoing, the waiver and release in this settlement does not apply to: (i) those rights as a matter of law that cannot be waived, including, but not limited to, workers' compensation claims; (ii) rights or claims arising out of this Agreement after it is executed by Plaintiff; and (iii) rights or claims arising of this Agreement. The Agreement in no way affects Plaintiff's entitlement and/or benefits to be received by Plaintiff in workers' compensation pursuant to the jurisdiction of workers' compensation.

DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

59. The Parties shall submit this Settlement Agreement to the Court in support of Plaintiff's Motion for Preliminary Approval for determination by the Court as to its fairness, adequacy, and reasonableness and apply for the entry of a preliminary Order substantially in the following form:

- (a) Scheduling a fairness hearing on the question of whether the proposed Settlement should be finally approved as fair, reasonable, and adequate as to the Plaintiff

- Class;
- (b) Approving the proposed Class Notice Package;
- (c) Preliminarily approving the Settlement; and
- (d) Preliminarily certifying the Plaintiff Class for purposes of settlement.

DUTIES OF THE PARTIES FOLLOWING FINAL COURT APPROVAL

60. Following final approval by the Court of this Settlement Agreement, Class Counsel will submit a proposed final Order and Judgment

- (a) Approving the Settlement Agreement, adjudging the terms thereof to be fair, reasonable, and adequate, and directing consummation of its terms and provisions;
- (b) Approving and awarding CLASS COUNSEL'S fees and costs, the Settlement Administration Costs, and the Enhancement Award as set forth in the Settlement Agreement;
- (c) Entering of Judgment confirming and approving the terms of the settlement.

VOIDING THE SETTLEMENT AGREEMENT

61. If the Court does not approve any material condition of this Settlement Agreement or effects a fundamental change of the Parties' Settlement, with the exception of any changes to the Class Notice Package, the award of CLASS COUNSEL'S fees/costs, penalties paid to the LWDA for the PAGA claims, and the award of an enhancement payment, then the entire Settlement Agreement will be voidable and unenforceable at the option of either Party hereto.

62. Either Party may void this Settlement Agreement as provided in the preceding Paragraph, by giving notice in writing to all other Parties and the Court at any time prior to final approval of the Settlement Agreement by the Court.

PARTIES' AUTHORITY

63. The signatories represent that they are fully authorized to enter into this Settlement Agreement and bind the Parties to its terms and conditions.

MUTUAL FULL COOPERATION

64. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to, execution of such documents as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties to this Settlement Agreement shall use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement Agreement. As soon as practicable after execution of this Settlement Agreement, CLASS COUNSEL shall, with the assistance and cooperation of DEFENDANT's Counsel, take all necessary steps to secure the Court's final approval of this Settlement Agreement.

65. DEFENDANT understands that in the course of applying for settlement approval, Plaintiffs will be required to submit sufficient evidence to support the fairness of the proposed settlement terms. DEFENDANT affirmatively agrees to assist and support Plaintiff in providing such evidence and, if requested by PLAINTIFF, will provide declaration(s) or other admissible evidence reflecting class size, wage information, and workweeks worked during the Settlement Period.

NO ADMISSION OF LIABILITY

66. Each of the Parties has entered into this Settlement Agreement with the intention to avoid further disputes and litigation with the attendant risk, inconvenience and expense. Nothing contained herein, nor the consummation of this Settlement Agreement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of DEFENDANT. This Settlement Agreement is a settlement document and shall, pursuant to California Evidence Code Section 1152, be inadmissible as evidence in any proceeding. The preceding sentence shall not apply to an action or proceeding to approve, interpret, or enforce this Settlement Agreement.

ENFORCEMENT OF THE SETTLEMENT AGREEMENT

67. In the event that one or more of the Parties to this Settlement Agreement institutes any legal action, arbitration, or other proceeding against any other party or Parties to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement, the successful Party or Parties shall be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

NO PUBLICITY

68. All Parties and their respective counsel agree that the Settlement shall not be publicized (other than by the Notice and Claims Process described above) in any way, and no Party shall issue or permit to be issued a press release relating to the Settlement, or the Settlement Agreement.

NOTICES

69. Unless otherwise specifically provided, all notices, demands or other communications in connection with this Settlement Agreement shall be: (1) in writing; (2) deemed given on the third business day after mailing; and (3) sent via United States registered or certified mail, return receipt requested, addressed as follows:

To Plaintiff:

Nazo Koulloukian, Esq. (SBN 263809)
nazo@koullaw.com
3435 Wilshire Boulevard, Suite 1710
Los Angeles, CA 90010
Telephone: (213) 761-5484

Ashkan Shakouri, Esq. (SBN 242072)
ash@shakourilawfirm.com
SHAKOURI LAW FIRM
11601 Wilshire Blvd., Fifth Floor
Los Angeles, California 90025
Telephone: (310) 575-1827

To Defendant:
Michele Goldsmith, Esq.
BDG LAW GROUP, APLC
10880 Wilshire Boulevard, Suite 1015
Los Angeles, CA 90024

CONSTRUCTION AND INTERPRETATION

70. The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arm's-length negotiations between the Parties and that this Settlement Agreement shall not be construed in favor of or against any of the Parties by reason of their participation in the drafting of this Settlement Agreement.

71. Paragraph titles are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any of its provisions. Each term of this Settlement Agreement is contractual and not merely a recital.

72. This Agreement shall be subject to and governed by the laws of the State of California. The parties acknowledge that they are subject to the continuing jurisdiction of the Court to enforce the terms of the Settlement contained herein. If any party files a subsequent action to enforce this Agreement, such action shall be venued exclusively in the Superior Court of Los Angeles County, California.

MODIFICATION

73. This Settlement Agreement may not be changed, altered, or modified, except in writing and signed by counsel for the Parties, and approved by the Court. This Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by counsel for the Parties.

74. This Settlement Agreement contains the entire agreement between the Parties relating to any and all matters addressed in the Settlement Agreement, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or

written and whether by a Party or such Party's legal counsel, with respect to such matters are extinguished. No rights hereunder may be waived or modified except in a writing signed by all Parties.

BINDING ON ASSIGNS

75. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators, successors and assigns.

CLASS COUNSEL SIGNATORIES

76. It is agreed that it is impossible or impractical to have each member of the Plaintiff Class execute this Settlement Agreement. The Notice will advise all Class Members of the binding nature of the release and such shall have the same force and effect as if each member of the Plaintiff Class executed this Settlement Agreement.

COUNTERPARTS

77. This Settlement Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Settlement Agreement, which shall be binding upon and effective as to all Parties. Copies of the executed agreement shall be effective for all purposes as though the signatures contained therein were original signatures.

NON-DISCLOSURE PRIOR TO PRELIMINARY APPROVAL

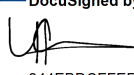
78. Prior to the filing of Plaintiff's motion for preliminary approval Plaintiff will not disclose the terms of this settlement except to his spouse or domestic partner, attorneys, or tax advisors. And all of the above expressly agree to abide by this clause.

IT IS SO AGREED.

5/18/2023

Dated: May __, 2023

CLASS REPRESENTATIVE

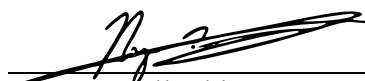
DocuSigned by:


Y. THOMAS

CLASS COUNSEL

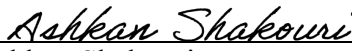
KOUL LAW FIRM

Dated: May 18, 2023


Nazo Koulloukian

Dated: May18, 2023

SHAKOURI LAW FIRM



Ashkan Shakouri

Dated: May31, 2023

DEFENDANT REPRESENTATIVE



Rajat Bhattacharya
PLATINUM EMPIRE GROUP, INC.

Dated: June 1, 2023

DEFENDANT'S COUNSEL

BDG LAW GROUP, APLC



Michele Goldsmith, Esq.

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Y. Thomas v. Platinum Empire Group, Inc., Case No. 21-CIV-00277

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Platinum Empire Group, Inc. (abbreviated name “PLATINUM” is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by a former PLATINUM employee Y. Thomas (“Plaintiff”) and seeks payment of (1) back wages and other relief for all of PLATINUM’s non-exempt, hourly employees who were assigned to work at a facility inside California during the Class Period (January 14, 20017 to _____) (“Class Members”); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all of PLATINUM’s non-exempt, hourly employees who were assigned to work at a facility inside California during the PAGA Period (April 12, 2021 to _____) (“PAGA Members”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring PLATINUM to fund Individual Class Payments, and (2) a PAGA Settlement requiring PLATINUM to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on PLATINUM’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ _____ (less withholding) and your Individual PAGA Payment is estimated to be \$ _____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to PLATINUM’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on PLATINUM’s records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires PLATINUM to make payments under the Settlement and requires Participating Class Members and PAGA Members to give up their rights to assert certain claims against PLATINUM.

If you worked for PLATINUM during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against PLATINUM.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however,

preserve your right to personally pursue Class Period wage claims against PLATINUM, and, if you are a PAGA Member, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

PLATINUM will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against PLATINUM that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is 	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. PLATINUM must pay Individual PAGA Payments to all PAGA Members and the PAGA Members must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by 	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.

You Can Participate in the _____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods. Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to PLATINUM’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by the procedures specified in Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former PLATINUM employee. The Action accuses PLATINUM of violating California labor laws by failing to pay overtime wages, minimum wages, and wages due upon termination, as well as failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action: Nazo Koulloukian of Koul Law Firm and Ashkan Shakouri of Shakouri Law Firm (“Class Counsel.”)

PLATINUM strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether PLATINUM or Plaintiff is correct on the merits. In the meantime, Plaintiff and PLATINUM hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and PLATINUM have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, PLATINUM does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) PLATINUM has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and PAGA Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. PLATINUM Will Pay \$700,000 as the Gross Settlement Amount (Gross Settlement). PLATINUM has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Enhancement Award, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, PLATINUM will fund the Gross Settlement within 60 days of the effective date, which is the earliest of: (a) if no one files an objection to the settlement, the date of the court granting final approval; or (b) 3 calendar days after the deadline to file an appeal of the final approval order, if no appeals are filed; or (c) if one or more appeals are filed, 3 calendar days after any appeal is dismissed or the final approval of the settlement is affirmed after appeal, and the final approval order is not subject to further appeal.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$ 245,000 (35% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$20,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000 as a Class Representative Enhancement Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Enhancement Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$17,000 to the Administrator for services administering the Settlement.
 - D. Up to \$20,000 for PAGA Payment, allocated 75% to the LWDA Payment and 25% in Net PAGA Amount to the PAGA Members based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.
3. Net Settlement Fund Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement Fund") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and PLATINUM are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to penalties ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. PLATINUM will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and PLATINUM have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for

paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator by fully filling out the enclosed opt-out form and sending it to the Administrator not later than t.. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against PLATINUM.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against PLATINUM based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and PLATINUM have agreed that, in either case, the Settlement will be void: PLATINUM will not pay any money and Class Members will not release any claims against PLATINUM.
8. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' opt-out forms. The Administrator will also decide Class Member Challenges over Workweeks, mail and re- mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
9. Participating Class Members' Release. After the Judgment is final and PLATINUM has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against PLATINUM or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will release wage and hour claims, rights, demands, liabilities and causes of action, whether known or unknown, arising during the Class Period, that were asserted, or could have been asserted, in Plaintiff's complaint against Defendant based on the facts alleged or ascertained during the pendency of the Action, including statutory, or common law claims for wages, penalties, interest, attorneys' fees, litigation costs, restitution, equitable relief or other relief under Business & Professions Code section 17200, et seq. based on the alleged Labor Code violations, including, without limitations, the following categories: (a) any and all claims involving any alleged failure to pay minimum wage; (b) any and all claims involving any alleged failure to pay employees for all hours worked, including but not limited to any claim for minimum, straight time, or overtime wages; (c) any and all claims involving any alleged failure to pay overtime wages; (d) any and all claims involving

any alleged failure to properly provide meal periods and/or authorize and permit rest periods, to pay premiums for missed, late, short or interrupted meal and/or rest periods, or to pay such premiums; (d) any and all regular rate claims; (f) any and all claims involving any alleged failure to pay for all hours worked; (g) any and all claims involving any alleged failure to keep accurate records or to issue proper wage statements to employees; (h) any claim for waiting time penalties under Labor Code section 203; (i) any and all claims for unfair business practices in violation of Business and Professions Code sections 17200, et seq; and (j) any and all claims under California Labor Code section 2699 (Private Attorneys General Act) for civil penalties premised on the facts alleged in Plaintiff's operative complaint. This release excludes the release of claims not permitted by law ("Class Released Claims").

10. PAGA Members' PAGA Release. After the Court's judgment is final, and PLATINUM has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all PAGA Members will be barred from asserting PAGA claims against PLATINUM, whether or not they exclude themselves from the Settlement. This means that all PAGA Members, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against PLATINUM or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The PAGA Members' Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are PAGA Members are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice, including claims for (1) failure to pay for all hours worked, (2) unpaid overtime wages and penalties, (3) failure to pay minimum wage, (4) unpaid meal period premiums and penalties, (5) unpaid rest period premiums and penalties, (6) non-compliant wage statements, and (7) waiting time penalties ("PAGA Release").

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing the PAGA Payment by the total number of PAGA Pay Periods worked by all PAGA Members during the PAGA Period, and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual PAGA Member.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in PLATINUM's records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept PLATINUM's calculation of Workweeks and/or Pay Periods based on PLATINUM's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve

Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and PLATINUM's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as PAGA Members. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every PAGA Member who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Fully fill out the enclosed opt-out form and send it to the Administrator. . You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must receive your opt-out form by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and PLATINUM are asking the Court to approve. At least 16 days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Enhancement Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Enhancement Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website

_____ (url) or the Court's website _____ (url).

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Enhancement Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. You can object by fully filling out the enclosed objection form and sending it to the Administrator by _____

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at _____ (time) in Department 4 of the San Mateo Superior Court, located at _____. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via _____.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything PLATINUM and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to ILYM Group, Inc.'s website at _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (https://www.sanmateocourt.org/online_services/online_case_access.php) and entering the Case Number for the Action, Case No. 21-CIV-00277.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

SHAKOURI LAW FIRM

Ashkan Shakouri, Esq. [SBN 242072]
11601 Wilshire Blvd., Fifth Floor
Los Angeles, California 90025
Telephone: (310) 575-1827
Fax: (310) 575-1872
ash@shakourilawfirm.com

KOUL LAW FIRM

Nazo Koulloukian, Esq. [SBN 263809]
3435 Wilshire Boulevard, Suite 1710
Los Angeles, California 90010
Telephone: (213) 761-5484
Fax: (818) 561-3938
nazo@koullaw.com

Settlement Administrator:

Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.